

**NGĀTI KUIA**

**and**

**TE RUNANGA O NGĀTI KUIA TRUST**

**and**

**THE CROWN**

---

**TE WHAKATAU / DEED OF SETTLEMENT  
OF HISTORICAL CLAIMS**

---

**23 October 2010**

## PURPOSE OF THIS DEED

This deed:

- sets out an account of the acts and omissions of the Crown before 21 September 1992 that affected Ngāti Kuia and breached the Treaty of Waitangi and its principles;
- provides an acknowledgment by the Crown of the Treaty breaches and an apology;
- settles the historical claims of Ngāti Kuia;
- specifies Nga Pou o Te Hoiere (the cultural redress), and Nga Pou o Pakohe (the financial and commercial redress), that is to be provided in settlement to Te Runanga o Ngāti Kuia Trust, that has been approved by Ngāti Kuia as the governance entity to receive the redress;
- includes definitions of:
  - the historical claims; and
  - Ngāti Kuia;
- provides for other relevant matters; and
- is conditional upon settlement legislation coming into force.

## TABLE OF CONTENTS

1	BACKGROUND	2
2	NGA POU ARONUI (HISTORICAL ACCOUNT)	4
3	NGA POU ARONUI (ACKNOWLEDGEMENTS AND APOLOGY)	13
4	SETTLEMENT	16
5	NGA POU O TE HOIERE (CULTURAL REDRESS)	18
6	NGA POU O PAKOHE (FINANCIAL AND COMMERCIAL REDRESS)	33
7	SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION	40
8	GENERAL, DEFINITIONS AND INTERPRETATION	43

## **SCHEDULES**

### **GENERAL MATTERS**

1. EFFECT OF SETTLEMENT
2. TAX
3. NOTICE
4. MISCELLANEOUS
5. DEFINED TERMS
6. INTERPRETATION

### **PROPERTY REDRESS**

1. CULTURAL
2. COMMERCIAL
3. ALL DEFERRED SELECTION PROPERTIES
4. CLEARED CURRENT SURPLUS LAND
5. CLEARED NON-OPERATIONAL LAND
6. LEASEBACK LAND

### **DOCUMENTS**

1. WHENUA RĀHUI / OVERLAY CLASSIFICATIONS
2. STATEMENTS OF ASSOCIATION
3. POU WHAKĀRO / DEEDS OF RECOGNITION
4. PROTOCOLS
5. ENCUMBRANCES

### **ATTACHMENTS**

1. TE KUPENGA-A-KUIA / AREA OF INTEREST
2. DEED PLANS
3. GENERAL RFR LAND
4. DRAFT SETTLEMENT BILL

**TE WHAKATAU / DEED OF SETTLEMENT**

**THIS DEED** is made between

**NGĀTI KUIA**

and

**TE RUNANGA O NGĀTI KUIA TRUST**

and

**THE CROWN**

(

(

## 1 BACKGROUND

### PREAMBLE

- 1.1 Te Whakatau (the Ngāti Kuia Deed of Settlement) represents for Ngāti Kuia an acknowledgement from the Crown of the interests Ngāti Kuia has in Te Tau Ihu, particularly Te Kupenga-a-Kuia. Te Hoiere and Pakohe are synonymous with Ngāti Kuia. There are three main Pou o Te Whakatau which Ngāti Kuia acknowledges as iconic redress from the Crown. These are:
  - 1.1.1 Nga Pou Aronui, which is the historical account, acknowledgements and apology;
  - 1.1.2 Nga Pou o Te Hoiere, which is the cultural redress; and
  - 1.1.3 Nga Pou o Pakohe, which is the financial and commercial redress.
- 1.2 Nga Pou o Te Hoiere represents for Ngāti Kuia the recognition and acknowledgement of our iconic cultural associations in Te Tau Ihu. Te Hoiere is the name of the waka guided by Kaikai-a-warō to Te Tau Ihu, bringing our tipuna Matua Hautere, and it is synonymous with Ngāti Kuia. This represents the cultural redress being offered by the Crown.
- 1.3 Nga Pou o Pakohe represents for Ngāti Kuia the financial and commercial redress. Pakohe is synonymous with Ngāti Kuia and was an economic resource used by our people and considered a taonga. The redress provided will provide an intergenerational resource to sustain our iwi.

### NEGOTIATIONS

- 1.4 Ngāti Kuia gave the mandated negotiator a mandate to negotiate a deed of settlement with the Crown and submitted a deed of mandate to the Crown in June 2005.
- 1.5 The Crown recognised the mandate on 23 November 2005.
- 1.6 The mandated negotiator and the Crown:
  - 1.6.1 by terms of negotiation dated 23 June 2006, agreed the scope, objectives, and general procedures for the negotiations;
  - 1.6.2 by Letter of Agreement dated 11 February 2009 signed by Mark Moses, Waihaere (Joseph) Mason and Raymond Smith on behalf of Ngāti Kuia, agreed, in principle, that Ngāti Kuia and the Crown were willing to enter into a deed of settlement on the basis set out in the Letter of Agreement; and
  - 1.6.3 since the Letter of Agreement, have:
    - (a) had extensive negotiations conducted in good faith; and
    - (b) negotiated and initialled a deed of settlement.

1: BACKGROUND

**RATIFICATION AND APPROVALS**

- 1.7 Ngāti Kuia have, since the initialling of Te Whakatau / deed of settlement, by a majority of:
- 1.7.1 99%, ratified this deed and approved its signing on their behalf by the governance entity; and
  - 1.7.2 99%, approved the governance entity to receive the redress.
- 1.8 Each majority referred to in clause 1.7 is of valid votes cast in a ballot by eligible members of Ngāti Kuia.
- 1.9 The governance entity approved entering into, and complying with, this deed, by resolution of trustees on 18 October 2010.
- 1.10 The Crown is satisfied:
- 1.10.1 with the ratification and approvals of Ngāti Kuia referred to in clauses 1.7.1 and 1.7.2; and
  - 1.10.2 with the governance entity's approval referred to in clause 1.9; and
  - 1.10.3 with the governance entity being appropriate to receive the redress.
- 1.11 The ratification process referred to in clauses 1.7 to 1.10, as it relates to the draft settlement bill, covers only:
- 1.11.1 those parts of the draft settlement bill that relate specifically to Ngāti Kuia; and
  - 1.11.2 those general parts of the draft settlement bill that apply to Ngāti Kuia.

**AGREEMENT**

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

## 2 NGA POU ARONU (HISTORICAL ACCOUNT)

- 2.1 Ngāti Kuia have resided in Te Tau Ihu o Te Waka a Māui (the northern South Island or the prow of the waka of Māui) since the time of Matua Hautere, a descendant of Kupe. Ngāti Kuia established themselves as tangata whenua by conquest, intermarriage, tuku and assimilation with other iwi. Over the generations Ngāti Kuia established strong whakapapa inter-connections with Ngāi Tara, Ngāti Tumatakōkiri, Ngāti Māmoē, and Ngāti Wairangi. These relationships continue down to the present day with Rangitāne and Ngāti Apa.
- 2.2 Ngāti Kuia primarily established themselves in the Kaituna, Te Hora, Te Hoiere (the Pelorus area), Rangitoto (D'Urville Island), Whangarae, Whakapuaka, and Whakatū (Nelson) districts. Ngāti Kuia also expanded in the east from Taonui-a-Kupe (Cape Jackson), Tōtaranui (Queen Charlotte Sound), Arapāoa Island and Te Au a Kaikaiawaro (the outer Marlborough Sounds). In the West this stretched to Motueka, Te Matau, Te Tai Aorere, Te Onetahua (Farewell Spit) and Te Taitapu on the West Coast. The customary area of Ngāti Kuia is called Te Kupenga-a-Kuia.
- 2.3 Ngāti Kuia used the resources of these regions and developed customs, practices, stories and whakatauki connecting Ngāti Kuia to them. They used mahinga kai (harvesting areas), tauranga ika (fishing grounds) and māra (cultivations) in Te Hoiere and Whakatū. They had large cultivations at Waimea and harvested tītī (mutton-birds) from the outer Marlborough Sounds Islands. Fish and shellfish were taken along the coastline, particularly in the Marlborough Sounds. Ngāti Kuia had an established pakohe (argillite) industry and gathered and traded pounamu.
- 2.4 At 1820 Ngāti Kuia were one of three iwi who held exclusive possession of the Te Tau Ihu district. This situation was altered in the 1820s and 1830s by the arrival of migrant iwi from Kāwhia and Taranaki who Ngāti Kuia called "Te Iwi Hou" (the new people). They first came as a result of a tuku (gift with reciprocal rights) by Tutepourangi, a Ngāti Kuia rangatira, of the land between Te Matau (Separation Point) and Anatoto (Clay Point). The tuku also included Rangitoto. The tuku conferred reciprocal rights on Ngāti Kuia and the other iwi. After, the tuku Ngāti Kuia remained on the land and the arrangement was strengthened by marriage alliances. Soon after Tutepourangi's tuku an alliance of Kāwhia and Taranaki iwi invaded and settled in Te Tau Ihu.
- 2.5 Although Ngāti Kuia no longer had exclusive possession of all their territory they retained their tribal structures, chiefly lines, and ancestral connections to the land. As British rule began to take effect after 1840 there was room for the recovery of status and the revived exercise of rights. In the 1850s Ngāti Kuia sought to have their rights recognised in negotiations over land with the Crown.
- 2.6 Ngāti Kuia rangatira were not signatories to the Treaty of Waitangi when it was brought to Te Tau Ihu in June 1840. Kaikoura, a chief related to Ngāti Kuia, signed the Treaty at Horahora Kākahu Island in Port Underwood but it was not taken to the Te Hoiere region, a main area of Ngāti Kuia occupation.

## INVESTIGATION OF PRE-TREATY NEW ZEALAND COMPANY PURCHASES

- 2.7 The first significant European attempt to buy land in Te Tau Ihu took place in 1839. A private British land settlement company, the New Zealand Company, entered into two transactions with northern iwi that purported to include the entire northern South Island. Ngāti Kuia were not consulted. In early 1840, the Crown promised that all land transactions prior to 14 January 1840 would be investigated by a Land Claims Commission. If the transactions were deemed to be fair and equitable, the Crown would grant land to the purchaser. If not, the land would remain in Māori ownership.
- 2.8 In November 1840, the New Zealand Company and the British Government reached an agreement whereby the Company would surrender all its land claims to the Crown. In return, the Government would grant the Company four acres of land for every pound spent. Despite this agreement, the British Government still expected the Land Claims Commission to inquire into the equity of the Company's claims.
- 2.9 The first European settlers arrived at Whakatū in February 1842 and began occupying land. This placed pressure on the Crown to resolve the Company's land claims in the region. Due to difficulties in resolving Company claims in other areas, the inquiries of Land Claims Commissioner William Spain only shifted to Te Tau Ihu in July 1844. He initially sent his interpreter, Edward Meurant, to make preliminary inquiries among resident Māori. Meurant visited Motueka, Whakatū and possibly Croisilles (a harbour north east of Nelson) but does not appear to have consulted with Ngāti Kuia.
- 2.10 Spain commenced hearings at Nelson on 19 August 1844 but suspended the hearing after two days and after only hearing one Māori witness from a northern iwi resident in Te Tau Ihu. Spain did not take any evidence from Ngāti Kuia, although they were present in Nelson at the time. Spain suspended the inquiry when the Company requested that the Crown adopt the arbitration process that it had used in other areas. From this point there was no further investigation by the Crown into the Company's deeds or the customary rights of iwi, including Ngāti Kuia, in the area claimed to have been purchased.
- 2.11 The negotiations resulted in an additional payment being made to North Island iwi resident in Te Tau Ihu, who signed deeds of release on 24 August 1844. Ngāti Kuia were not involved in the negotiations with the Company, and did not sign any deed of release. Although some Ngāti Kuia were given a share of the compensation money by the iwi who were party to the *tuku* with Ngāti Kuia, there was no recognition by the Crown or Company of Ngāti Kuia rights. Spain subsequently recommended an award to the Company of 151,000 acres.

## TENTHS RESERVES

- 2.12 The New Zealand Company's original scheme for European settlement provided that one tenth of all land purchased would be reserved for Māori. While the Company's deeds for Te Tau Ihu did not precisely state the proportion of land the Company intended reserving for Māori, Commissioner Spain recommended that Tenths reserves be set aside for Māori in the land the Company received in addition to the exclusion of all *pā*, *urupā* and cultivations.
- 2.13 In 1892, the Native Land Court held a hearing to determine the ownership of the Tenths reserves created in Nelson. Meihana Kereopa provided the main evidence on behalf of Ngāti Kuia. He told the Court that Ngāti Kuia had cultivated and remained in occupation

of land in Tasman Bay, including Whakatū and Waimea, and that they retained customary rights there until that land was awarded to the New Zealand Company. The Court placed greater weight on evidence disputing Ngāti Kuia's rights to the Tenths and rejected their claims. As a result members of Ngāti Kuia were excluded from the income and other benefits derived from the Tenths reserves. In December 1892 representatives of Ngāti Kuia and other iwi (Kipa Whiro, Te Pou Whiro, Tahuariki Meihana, Hōhepa Pōkikī, Hākaraia Whiro, Hama Hāmuera, Teoti Makitānara and Wātene Hēmi Whiro) protested against the Court's finding and sought a rehearing. This was unsuccessful. In 1977 the remaining Tenths reserves were vested in the Wakatū Incorporation. Ngāti Kuia continue to be excluded as beneficiaries.

## CROWN PURCHASING AND NGĀTI KUIA RESERVES

- 2.14 Between 1847 and 1853 the Crown purported to purchase the remaining Māori land in Te Tau Ihu through a series of transactions. Despite their interests in some of the lands Ngāti Kuia were not included in any of these transactions until the 1856 Te Waipounamu purchases.
- 2.15 The Crown was made aware of Ngāti Kuia claims to land in 1851 when it surveyed a route through the Te Hoiere Valley to connect the Nelson settlement with the Wairau. The Ngāti Kuia rangatira, Hura Kopapa, obstructed the survey at Mahakipaoa and claimed a right to the land and to be consulted. In response a local official attempted to persuade Ngāti Kuia to allow the road to pass through by promising it would bring considerable benefits to Kopapa and his people.
- 2.16 In February 1851 Governor Grey assured Nelson settlers that he was "ready to use every exertion" to purchase the region between Nelson and the Wairau. The Te Hoiere region was subsequently included in the Crown's Te Waipounamu deed signed at Porirua in August 1853. This deed purported to purchase all of the unsold Māori land in Te Tau Ihu. The deed provided for £5,000 to be paid to all Māori with interests in Te Waipounamu. Ngāti Kuia were not involved in the negotiations and were not signatories to the deed. It was intended that Donald McLean, a Crown land purchase agent, would travel to Te Tau Ihu in January 1854 to pay resident Māori a share of the purchase money and to fix the boundaries of the reserves.
- 2.17 However McLean did not travel to Te Tau Ihu as planned. In November 1854 two government surveyors were sent to Te Tau Ihu to lay off reserves provided for resident Māori under the 1853 deed. At Te Hoiere Ngāti Kuia disputed the idea that the 1853 deed had acquired any of their interests in the land. They told the surveyors that "we consider that we are ... a living people, and have a right to speak when our land is being sold without our consent, and no payment is received by us." The surveyors reported that Ngāti Kuia in the Te Hoiere and at Kaituna expressed a desire for European settlement but were not prepared to part with their land unless they received a fair payment directly from the Government. Nevertheless the surveyors were able to mark off several reserves at locations identified by Māori in the Te Hoiere and Kaituna regions.
- 2.18 In December 1854 the Crown paid the remainder of the £5,000 Te Waipounamu purchase money to members of other iwi at a hui in Wellington. In January 1855 some 200 Māori from Te Hoiere and Queen Charlotte Sound travelled to Nelson to express their anger over this payment. They threatened to remove the survey pegs for reserves, refused to allow any further reserves to be laid off, and demanded "nothing less than" £3,000 for the Te Hoiere and Kaituna.

- 2.19 As a consequence of the protest from Ngāti Kuia and other resident iwi, Land Purchase Commissioner Donald McLean was compelled to visit Te Tau Ihu in early 1856 and sign several deeds of sale and receipts with resident iwi. On 16 February 1856 Ngāti Kuia signed a deed of sale with McLean at Te Hoiere for "all our land on this island". Under this deed Ngāti Kuia were paid £100 out of a total estimated government expenditure of £7,489 on the Te Waipounamu purchase. Some Ngāti Kuia, including Hōhepa Te Kiaka who resided at Kaiaua at Croisilles Harbour, were signatories to other deeds between the Crown and iwi with interests in Te Tau Ihu.
- 2.20 Throughout his negotiations with iwi with interests in Te Tau Ihu, McLean was inflexible on the issue of price. McLean is likely to have assured Ngāti Kuia and other iwi that they would derive significant collateral economic advantages from the growth of European settlement around them. Ngāti Kuia shared this expectation. During the 1850s Ngāti Kuia expressed to Crown officials a desire for the benefits European settlement would bring. In Ngāti Kuia's view, therefore, the transaction represented more than a transfer of land.
- 2.21 The Crown established nine reserves, totalling 979 acres, for resident iwi at Pelorus, Kaituna and Mahakaipaoa from the Ngāti Kuia deed of sale. Ngāti Kuia received 300 acres in two reserves at Kaituna, but the remainder of the reserves in Te Hoiere were shared with other iwi. It was agreed that a waka landing site of up to 10 acres would be reserved at Pareuku, a site of significance to Ngāti Kuia at the mouth of the Kaituna River. In 1862 Ngāti Kuia were granted six township sections when the town of Havelock was established on the site of their pā at Motuweka.
- 2.22 As European settlement increased in the Te Hoiere and Kaituna regions from the 1860s the economic activities of Ngāti Kuia were increasingly confined to their reserves. At less than 1,000 acres, however, the reserves were too small for effective economic use. The insufficient size of the reserves was one of the reasons why Ngāti Kuia were unable to effectively participate in and benefit from the economic development of the Te Hoiere and Kaituna regions over the later nineteenth century and they became increasingly economically and socially marginalized.
- 2.23 Crown grants were not issued for the reserves at the time they were created. The respective shares of iwi in the reserves were not defined until 1889. In 1867 and 1869 four of the reserves (Rakauhapara, Orakahaumu, Te Hora and Kaiowahine (Kaituna 1A), totalling 526 acres) were vested in the Crown under the Natives Reserves Act 1856. The Crown leased the land to European settlers for flax and timber milling purposes and the income was to be applied to the benefit of the iwi owners. However, the owners could no longer utilise the land themselves and had no input into its management, including the lease terms or rental, or the allocation of the revenue it produced.
- 2.24 From April 1857, just over a year after signing the Waipounamu deed, Ngāti Kuia began purchasing land from the Crown in the Te Hoiere Valley. This included 168 acres that incorporated four pā sites Ngāti Kuia were residing on at the time - Taituku, Tutaemakara, Ruapaka and Oruaputaputa. In total, Ngāti Kuia purchased approximately 316 acres from the Crown between 1857 and 1867.
- 2.25 From the early 1860s Ngāti Kuia claimed that the 1856 deed of sale had not included their interests in islands in the Te Hoiere Sound (Te Pakeka (Maud Island), Te Kākaho (Tarakaipa), Nukuwaiata (Chetwode Islands) and Te Paruparu (Forsyth Island). Nor did they consider the land areas of Taonuiakupe, Te Hoiere, Maruia, Rai and Hautai had

been sold. The plan attached to the deed was only a map of reserves and did not depict these islands and areas.

- 2.26 Following a number of protests from Ngāti Kuia to the Crown the matter was referred to the Native Land Court. In 1883 the Court accepted Crown evidence, presented by the native reserves commissioner Alexander Mackay, that the islands and land had been sold in the Waipounamu purchase and dismissed the cases.
- 2.27 In 1884 Sir George Grey testified to the Native Affairs Committee that, as Governor at the time of the transaction, he had not intended to include any islands in the 1853 Te Waipounamu purchase deed and that these should have been reserved. This, however, did not alter the Crown's view that the islands had been purchased.
- 2.28 There were also several Ngāti Kuia petitions to the Crown between 1877 and 1896 in relation to the boundaries and validity of the Te Waipounamu purchase. None of these petitions were successful.

## NATIVE LAND COURT

- 2.29 In 1883, the Native Land Court investigated the ownership of the Te Taitapu and Whakapuaka blocks, and Rangitoto Island, areas which had been excluded from the Te Waipounamu purchase. Ngāti Kuia were principally represented at the Native Land Court by Meihana Kereopa. In the Te Taitapu title investigation he and other witnesses claimed a non-exclusive customary right based on ancestral connection and occupation. Other iwi claimed exclusive rights to the land. The Native Land Court decided in the Taitapu case that rights of conquest as at 1840 - supported by occupation - were sufficient proof of exclusive ownership. The Court did not consider that Ngāti Kuia had revived the exercise of their rights in this block.
- 2.30 Rangitoto was the next land before the Court. Ngāti Kuia did not make a claim to the land, possibly because it was relying on the tuku its ancestors had made to the iwi who lodged the claim to the Court. Some people who descended from both iwi were in the list of those awarded the land but the inclusion of a Ngāti Kuia person was challenged. The Court accepted her on the list because she was "born and bred" on the island. At a later Court hearing in 1892, Meihana Kereopa testified that there had earlier been an agreement between iwi that Ngāti Kuia would be given 100 acres on Rangitoto but this had not occurred.
- 2.31 Ngāti Kuia submitted a counter-claim to the Whakapuaka block. Hemi Whiro, a resident of Rangitoto and Te Hoiere Sound, and Meihana Kereopa, who had lived on Whakapuaka presented evidence. They claimed through ancestry and the tuku of Tutepourangi which they argued was still in force. Following the Ngāti Kuia evidence the claimants held a hākari (feast) in honour of Ngāti Kuia and some witnesses of other iwi. Ngāti Kuia withdrew their claim the next day. In 1945 Ngāti Kuia under Frank T Sciascia and 24 others petitioned the Crown for a rehearing of the Whakapuaka case. The Native Affairs Committee recommended the petition to the Government for "favourable consideration". However, it appears no Government action was taken on the petition. This prompted another petition in 1948. This time the Māori Affairs Committee declined to make any recommendation.
- 2.32 In 1889 the Native Land Court determined ownership of the nine reserves which had been set aside for Ngāti Kuia and other iwi in the Te Hoiere and Kaituna in 1856. Ngāti

Kuia were not awarded interests in two of the reserves (Takapau-whangarau and Oruapuputa), whilst the Parapara reserve was awarded jointly to Ngāti Kuia and another iwi. The Court awarded shares in the reserves to individuals rather than to iwi.

### ALIENATION OF NGĀTI KUIA RESERVES

- 2.33 Over the late nineteenth century and first half of the twentieth century most of the reserve land granted in 1856 to Ngāti Kuia in the Te Hoiere and Kaituna regions was sold by its owners. In 1877 the 100 acre Rangiawea (Rangiawhea or Kaituna 2) reserve, which had a Crown title issued in 1862, was sold to a private purchaser. By 1900 the six Havelock township sections had also been alienated. No further permanent alienations occurred until 1910-12 when, except for a tiny urupā reserve, the whole of Kaiowahine (Kaituna 1a) was sold. Between 1910 and 1930 over 390 acres of reserved land at Kaituna and Te Hoiere was sold by its owners. Sales may have been motivated by a need to generate capital for settlement on landless natives reserves granted to Ngāti Kuia at Ōkoha in the Marlborough Sounds and at Whangarae in eastern Tasman Bay.
- 2.34 The individualisation of titles by the Court and the process of succession to titles often resulted, over time, in the fragmentation of land interests. This rendered the land incapable of effective economic use, and encouraged further alienation. By the end of the twentieth century, Ngāti Kuia retained approximately 230 acres of the 795 acres allocated to them in the Kaituna and Te Hoiere districts. Today there is no reserve land remaining in Ngāti Kuia ownership in the Kaituna Valley and only eight of the remaining partitions in the Te Hoiere Valley have an area of 10 acres or more.

### SOUTH ISLAND LANDLESS NATIVES RESERVES (SILNA)

- 2.35 By the early 1880s the Crown's land purchases, including the allocation of insufficient reserves had rendered Ngāti Kuia virtually landless. In 1884 Teone Hiporaiti of Ngāti Kuia petitioned Parliament requesting additional land for his people to live on. Hiporaiti stated that "The cause of our trouble and distress ... is on account of so little land being reserved to us, the tribe of Ngāti Kuia, during the time the land was sold. We are the poorest tribe under the Heavens". Judge Alexander Mackay of the Native Land Court was asked to comment on this petition. Mackay reported that the reserves made for Ngāti Kuia in the 1850s had been "very inadequate" and European settlement around them had cut off or restricted access to traditional food supplies. In Mackay's view this justified the granting of additional land to Ngāti Kuia.
- 2.36 The petition and Mackay's comments were favourably received by Parliament's Native Affairs Committee, which recommended making "a moderate provision". Although delays ensued, further complaints of landlessness from other parts of the South Island resulted in the Crown setting up a Commission of Inquiry to investigate the claims and suggest remedies. Commissioner Alexander Mackay's report on Marlborough Māori identified 74 landless Ngāti Kuia "living in the Pelorus and elsewhere".
- 2.37 The Crown accepted it had an obligation to provide land for Māori identified as landless. However, most of the available land identified for allocation to landless Māori was remote and unsuitable for cultivation. The Crown declined some Ngāti Kuia requests for specific lands including Maud Island, Rae Valley, Wakamarina (Whakamarino), and Tītīrangi on the basis that it was already using them for other purposes. The Crown was not prepared to purchase land for landless Māori.

- 2.38 During 1893 and 1894 Ngāti Kuia were allocated additional land in several “landless natives” reserves. Reserves were laid out in blocks suggested by Ngāti Kuia at Te Māpou and Te Raetihi on the shores of the Croisilles Harbour. Ngāti Kuia were allocated land at Ōkoha (a steep-sided valley at the head of Anakoha Bay, an inlet in the outer Marlborough sounds). The smallness of the Ōkoha reserve led to another reserve being established, mainly for Ngāti Kuia, on hilly land on the southern shore of Kenepuru Sound. Ngāti Kuia were also allocated lands at Edgecombe, near the western entrance of Endeavour Inlet in Queen Charlotte Sound. This land was described by its surveyor as “steep and rugged, the land rising abruptly from the water’s edge”.
- 2.39 By the late 1890s, Crown land to provide for Māori who were identified as landless was becoming increasingly scarce. In 1899 approval was given to allocate landless Māori land on Stewart Island. This land, however, was never subdivided into individual or family sections; consequently, titles could not be formally issued to individuals or families. Ngāti Kuia individuals were among those allocated land at Port Adventure on Stewart Island.
- 2.40 The process of granting titles to those allocated land on Stewart Island was never completed. A later Commission of Inquiry described the provision of land on Stewart Island for landless Māori as little more than a “cruel hoax”. In 1917 and 1924 several letters were written by Marlborough Māori seeking either an exchange of their Stewart Island interests for land in Marlborough, compensation in lieu of the land, or confirmation of their title to the land. None of these requests were successful.
- 2.41 Ngāti Kuia were also among 175 people identified to receive land in a reserve at Tennyson Inlet in the Marlborough Sounds. However, before the lands were formally allocated or reserved the Crown decided the area was unsuitable for settlement and proposed to make it a scenic reserve instead. In 1921 the Crown paid non-negotiated compensation to the intended owners in lieu of the land. Some Ngāti Kuia were allocated land at Toitoi River on Stewart Island instead of compensation. The Tennyson Inlet block was declared a scenic reserve in 1923.
- 2.42 The South Island Landless Natives Act 1906 was enacted to facilitate the provision of titles to those identified as being landless. Titles to the Ōkoha, Kenepuru and Edgecombe reserves were issued to the grantees in 1910. Titles to the Croisilles blocks, however, were only issued the owners in 1968.
- 2.43 The reserves at Te Māpou and Te Raetihi were taken up and farmed. The Ōkoha reserve was partly cleared and put to use as a sheep farm, and also produced an income from timber milling. The Ōkoha sections, however, were landlocked, which hampered the transport of sheep and timber from the farm. Some Ngāti Kuia found the inaccessible and poor quality land to be uneconomic for farming. The isolated and rugged Kenepuru and Edgecombe reserves were mainly leased. In 1913 only six people were living at Kenepuru while 48 people resided at Ōkoha. Most of the reserves had sections set aside for schools and other public purposes. In 1900 a native school was established at Ōkoha, but not on the site reserved. The reservations for school sites at Kenepuru and Edgecombe were revoked in 1959 without schools being established. While much of the landless natives reserves allocated to Ngāti Kuia remain in their ownership today, they did little to improve the position of landless Ngāti Kuia in the twentieth century.

## THE TĪTĪ ISLANDS

- 2.44 In 1901 Ngāti Kuia petitioned Parliament for the reservation of the Chetwodes (Nukuwaiata and Te Kākaho) and Tītī Islands which provided them with karaka berries, tītī (muttonbirds) and other foods. These were among the islands Ngāti Kuia had claimed in the 1870s as not being sold by the Waipounamu deed. The Crown responded by reserving the islands for the protection of their flora and fauna.
- 2.45 In 1913 Ngāti Kuia sought ownership of the islands from the Crown. After investigation this was refused. In 1918, following another approach the Crown granted Ngāti Kuia permission to harvest fish, kōura (crayfish) and tītī from the islands, so long as they adhered to the provisions of the Scenery Preservation Act 1903. The agreement was renegotiated in 1933 to include additional islands, but access was subject to approval from the Commissioner of Crown lands.
- 2.46 The Wildlife Act 1953 made the tītī a protected bird, but permission was still given to Ngāti Kuia to harvest tītī until the late 1950s. From the mid-1950s Ngāti Kuia found the tītī population was declining and cut back on the number of birds they harvested. In 1960, the Crown denied Ngāti Kuia permission to land on the islands, because of concern about the impact continued harvesting might be having on a depleted tītī population. In 1964 the Crown again declined to issue a permit for harvesting of tītī from the islands.
- 2.47 Ngāti Kuia expressed strong opposition to this decision and made unsuccessful requests for permission to harvest tītī. Administration of the islands was taken over by the Department of Conservation in 1987. Ngāti Kuia remain frustrated by the removal of their access to an important mahinga kai.

## RESOURCE MANAGEMENT

- 2.48 The customary practice of gathering and protecting mahinga kai was and remains essential to Ngāti Kuia identity and mana. As kaitiaki of natural resources, tikanga requires the iwi to maintain and protect taonga for future generations, but their ability to do so, and to hand knowledge down to succeeding generations, has been profoundly affected by European settlement, laws, and changes to the environment.
- 2.49 The large-scale Crown land purchases of the 1840s and 1850s, and the failure to set aside adequate reserves restricted opportunities for Ngāti Kuia to enter the European economy, and greatly reduced their ability to continue utilising mahinga kai resources.
- 2.50 Ngāti Kuia were gradually “hemmed” into their reserves as closer Pākehā settlement occurred. Subsequent modification of the landscape exacerbated the situation. Swamps were drained, rivers diverted, and forests were cut down. Added to this were pollution, erosion and on-going habitat destruction. Acclimatisation societies also introduced new species with disastrous consequences for native game, and sought also to limit access to both native and exotic game.
- 2.51 By the 1980s sea fisheries were seriously depleted largely as a result of over fishing. Ngāti Kuia were traditionally known for being harvesters of the gifts of the ocean and relied heavily on its resources.

- 2.52 In Ngāti Kuaia's view the Resource Management Act 1991 ("RMA") has not provided Ngāti Kuaia with a greater ability to achieve sustainable resource management. This is because Ngāti Kuaia do not have sufficient funding to fully participate in RMA processes and therefore their ability to have any real influence is significantly reduced.

### 3 NGA POU ARONU (ACKNOWLEDGEMENTS AND APOLOGY)

#### ACKNOWLEDGEMENTS

- 3.1 The Crown acknowledges that it has failed to deal with the long-standing grievances of Ngāti Kuia in an appropriate way and that recognition of these grievances is long overdue. The Crown further acknowledges that at relevant times it has failed to carry out an adequate inquiry into the nature and extent of Ngāti Kuia customary rights and interests across Te Tau Ihu. This meant that the Crown failed to recognise or protect Ngāti Kuia rights and interests to their full extent, which resulted in prejudice to the iwi. This was a breach of the Treaty of Waitangi and its principles.
- 3.2 The Crown acknowledges that it failed to adequately investigate the customary rights of Ngāti Kuia before granting land to the New Zealand Company. As a result the Crown did not consult, negotiate with, and compensate Ngāti Kuia for their rights in those lands. Consequently the Crown failed to actively protect the interests of Ngāti Kuia and this was a breach of the Treaty of Waitangi and its principles.
- 3.3 The Crown failed to adequately protect the interests of Ngāti Kuia when it arranged the completion of the New Zealand Company's Nelson purchase and did not establish a process in a timely manner that ensured Ngāti Kuia received the full consideration, including a share in the tenths, for this purchase. This was a breach of the Treaty of Waitangi and its principles.
- 3.4 The Crown acknowledges that its failure to adequately investigate the rights of Ngāti Kuia and include the iwi at the time of the Spain Commission and protect the interests of Ngāti Kuia when completing the New Zealand Company's Nelson purchase had an ongoing effect on Ngāti Kuia. From this point, the ability of Ngāti Kuia to represent and protect their interests, including at pivotal Native Land Court cases in 1883 and 1892, and to maintain their connections to the whenua, was significantly affected. The Crown acknowledges that this negative impact has continued down to the present day.
- 3.5 The Crown acknowledges that it failed to recognise the full nature and extent of Ngāti Kuia customary rights when it embarked on a series of purchases from 1847:
- 3.5.1 it did not consult or negotiate with Ngāti Kuia prior to signing the 1853 Te Waipounamu deed;
  - 3.5.2 Ngāti Kuia were heavily pressured by the Crown into accepting the Te Waipounamu purchase and alienating their interests in Te Tau Ihu for a small price; and
  - 3.5.3 the reserves set aside for Ngāti Kuia from the Waipounamu purchase were insufficient for the immediate and future needs of Ngāti Kuia.
- The Crown acknowledges that these failures were in breach of the Treaty of Waitangi and its principles.
- 3.6 The Crown acknowledges that for Ngāti Kuia the 1856 deed of sale with the Crown represented more than a transfer of land. The Crown further acknowledges that the collateral benefits Ngāti Kuia expected in entering into the Te Waipounamu sale agreement with the Crown were not always realised.

3: NGA POU ARONUI (ACKNOWLEDGEMENTS AND APOLOGY)

- 3.7 The Crown acknowledges that during the late nineteenth century Ngāti Kuia made several claims to the Crown for islands and land areas they did not believe had been sold in the Waipounamu transaction. This included the Tītī Islands, which were an important mahinga kai source for Ngāti Kuia. The Crown's 1933 agreement with Ngāti Kuia over harvesting from the Tītī Islands enabled the iwi to exercise a kaitiaki role over their use of the resource. The Crown acknowledges its decision in the mid-twentieth century to withhold permission for Ngāti Kuia to harvest tītī from these islands has been an ongoing source of frustration for the iwi.
- 3.8 The Crown acknowledges that the operation and impact of the native land laws on the reserves granted to Ngāti Kuia, in particular the awarding of land to individual Ngāti Kuia rather than to the iwi or its hapū, made those lands more susceptible to partition, fragmentation and alienation. This further contributed to the erosion of the traditional tribal structures of Ngāti Kuia. The Crown failed to take adequate steps to protect those structures and this was a breach of the Treaty of Waitangi and its principles.
- 3.9 The Crown acknowledges that under the "landless natives" scheme:
- 3.9.1 the land allocated to members of Ngāti Kuia was mostly of poor quality, in remote locations, of little economic utility and therefore inadequate;
  - 3.9.2 members of Ngāti Kuia were never issued title to land allocated to them on Stewart Island;
  - 3.9.3 it failed to issue title to the Ngāti Kuia owners of the Te Māpou and Te Raetihi reserves until 1968; and
  - 3.9.4 the provision of land to Ngāti Kuia did little to relieve their landless position in Te Tau Ihu.

The Crown acknowledges that it failed to effectively implement the scheme designed to alleviate the landless position of Ngāti Kuia in Te Tau Ihu. This failure was a breach of the Treaty of Waitangi and its principles.

- 3.10 The Crown acknowledges that its actions have impacted on the ability of Ngāti Kuia to access many of their traditional resources, including the rivers, lakes, forests, and wetlands. The Crown also acknowledges that Ngāti Kuia has lost control of many of their significant sites, including wāhi tapu, and that this has had an ongoing impact on their physical and spiritual relationship with the land.
- 3.11 The Crown acknowledges that by 1900 Ngāti Kuia were landless. The Crown failed to ensure that Ngāti Kuia were left with sufficient land for their immediate and future needs and this failure was a breach of the Treaty of Waitangi and its principles.

**APOLOGY**

- 3.12 The Crown recognises the efforts and struggles of the ancestors of Ngāti Kuia over several generations in pursuit of their grievances against the Crown and makes this apology to Ngāti Kuia, to their ancestors and descendents.
- 3.13 The Crown is deeply sorry that it has not always fulfilled its obligations to Ngāti Kuia under the Treaty of Waitangi.
- 3.14 The Crown profoundly regrets its long-standing failure to appropriately acknowledge the mana and rangatiratanga of Ngāti Kuia. The Crown is deeply sorry that its failure to

3: NGA POU ARONUI (ACKNOWLEDGEMENTS AND APOLOGY)

protect the interests of Ngāti Kuia when purchasing their land in Te Tau Ihu rapidly left Ngāti Kuia landless. Its failure to provide Ngāti Kuia with sufficient reserves in Te Tau Ihu marginalised them from the benefits of economic development in the region.

- 3.15 The Crown regrets and apologises for the cumulative effect of its actions and omissions, which have had a damaging impact on the social and traditional tribal structures of Ngāti Kuia, their autonomy and ability to exercise customary rights and responsibilities and their access to customary resources and significant sites.
- 3.16 The Crown unreservedly apologises to Ngāti Kuia for the breaches of the Treaty of Waitangi and its principles. Through this apology the Crown seeks to atone for these wrongs, restore its honour and begin the process of healing. The Crown looks forward to building a new relationship with Ngāti Kuia that is based on mutual trust, co-operation and respect for the Treaty of Waitangi and its principles.

## 4 SETTLEMENT

### ACKNOWLEDGEMENTS

- 4.1 Each party acknowledges that:
- 4.1.1 the other parties have acted honourably and reasonably in relation to the settlement; but
  - 4.1.2 it is not possible:
    - (a) to assess the loss and prejudice suffered by Ngāti Kuia as a result of the events on which the historical claims are or could be based; or
    - (b) to fully compensate Ngāti Kuia for all loss and prejudice suffered;
  - 4.1.3 Ngāti Kuia intends their foregoing of full compensation to contribute to New Zealand's development; and
  - 4.1.4 the settlement is intended to enhance the ongoing relationship between Ngāti Kuia and the Crown (in terms of the Treaty of Waitangi, its principles, and otherwise).
- 4.2 The Crown acknowledges the constructive approach of Ngāti Kuia in not requesting to have Crown forest land included within the redress package. The Crown also acknowledges that if Crown forest land had been included within the redress package then:
- 4.2.1 the cash settlement amount would have been \$12,447,054.71 lower than it will be under the terms of this deed; and
  - 4.2.2 clauses 6.11 to 6.25 (relating to the Airbase land) would not have been included in this deed.
- 4.3 The parties acknowledge that, should the settlement date be after 30 June 2011, the \$12,447,054.71 figure in clause 4.2.1 (the "**original figure**") will be recalculated using the same methodology used to calculate the original figure but taking into account the fact that the settlement date is later than 30 June 2011. Where this recalculation results in a figure greater than \$12,447,054.71 (the "**revised figure**"), the cash settlement amount will increase by the difference between the revised figure and the original figure.
- 4.4 Ngāti Kuia acknowledges that, taking all matters into consideration (some of which are specified in clauses 4.1 and 4.2), the settlement is fair in the circumstances.

### SETTLEMENT

- 4.5 Therefore, on and from the settlement date:
- 4.5.1 the historical claims are settled;

4: SETTLEMENT

- 4.5.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and
- 4.5.3 the settlement is final.
- 4.6 Except as provided in this deed or the settlement legislation, the parties' rights and obligations remain unaffected.

**REDRESS**

- 4.7 The redress, to be provided in settlement of the historical claims:
  - 4.7.1 is intended to benefit Ngāti Kuia collectively; but
  - 4.7.2 may benefit particular members, or particular groups of members, of Ngāti Kuia if the governance entity so determines in accordance with the governance entity's procedures.

**IMPLEMENTATION**

- 4.8 The settlement legislation will, on the terms provided by sections 21 to 27 of the draft settlement bill:
  - 4.8.1 settle the historical claims;
  - 4.8.2 exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement;
  - 4.8.3 provide that the Māori land claims protection legislation does not apply:
    - (a) to land in the Nelson Land District or Marlborough Land District; or
    - (b) for the benefit of Ngāti Kuia or a representative entity;
  - 4.8.4 require any resumptive memorials to be removed from the certificates of title to, or the computer registers for land in the Nelson Land District or Marlborough Land District;
  - 4.8.5 provide that the rule against perpetuities and the Perpetuities Act 1964 does not:
    - (a) apply to a settlement document; or
    - (b) prescribe or restrict the period during which:
      - (i) the trustees of the Te Runanga o Ngāti Kuia Trust, being the governance entity, may hold or deal with property; and
      - (ii) the Te Runanga o Ngāti Kuia Trust may exist; and
  - 4.8.6 require the Secretary for Justice to make copies of this deed publicly available.
- 4.9 Part 1 of the general matters schedule provides for other actions in relation to the settlement.

## 5 NGA POU O TE HOIERE (CULTURAL REDRESS)

### WHENUA RĀHUI (OVERLAY CLASSIFICATION)

- 5.1 The settlement legislation will, on the terms provided by sections 52 to 70 of the draft settlement bill:
- 5.1.1 declare as being subject to whenua rāhui the following sites which are identified by Ngāti Kuia as:
    - (a) Ngā Motutapu Titi (Titi Island Nature Reserve and Chetwode Island Nature Reserve); and
    - (b) Te Pākeka (Maud Island - Tom Shand Scientific Reserve);
  - 5.1.2 provide the Crown's acknowledgement of the statement of Ngāti Kuia values in relation to each of the sites;
  - 5.1.3 require the New Zealand Conservation Authority and any relevant conservation board when approving or otherwise considering any general policy, conservation management strategy, conservation management plan or national park management plan in respect of each of the sites to have particular regard to:
    - (a) the statement of Ngāti Kuia values; and
    - (b) the protection principles (which are directed at the Minister of Conservation avoiding harming or diminishing the Ngāti Kuia values in relation to each of the sites);
  - 5.1.4 require the New Zealand Conservation Authority and any relevant conservation board before approving any general policy, conservation management strategy, conservation management plan or national park management plan in respect of each of the sites to:
    - (a) consult the governance entity; and
    - (b) have particular regard to the views of the governance entity as to the effect of the policy, strategy or plan on:
      - (i) the Ngāti Kuia values for the site; and
      - (ii) the protection principles (which are directed at the Minister of Conservation avoiding harming or diminishing the Ngāti Kuia values in relation to each of the sites);
  - 5.1.5 provide that where the governance entity advises the New Zealand Conservation Authority in writing that it has significant concerns about a draft conservation management strategy in relation to an overlay site, the New Zealand Conservation Authority will, before approving the strategy, give the

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

- 5.1.6 require the application of the whenua rāhui to be noted in any conservation management strategy, conservation management plan, or national park management plan affecting an overlay site;
  - 5.1.7 require the Director-General of Conservation to take action in relation to the protection principles that relate to each of the sites; and
  - 5.1.8 enable the making of regulations and bylaws in relation to the sites.
- 5.2 The statement of Ngāti Kuia values, the protection principles and the Director General's actions are in the documents schedule.

### **POU RĀHUI (STATUTORY ACKNOWLEDGEMENT)**

- 5.3 Ngāti Kuia have provided statements of their particular cultural, spiritual, historical, and traditional association with the areas that Ngāti Kuia identify as:
- 5.3.1 Lake Rotoiti, Nelson Lakes National Park;
  - 5.3.2 Lake Rotoroa, Nelson Lakes National Park;
  - 5.3.3 Te Ope-a-Kupe (Te Anamāhanga / Port Gore);
  - 5.3.4 Puhikereru (Mt Furneaux);
  - 5.3.5 Parororangi (Mt Stokes);
  - 5.3.6 Te Taero-a-Kereopa (Boulder Bank Scenic Reserve);
  - 5.3.7 Tarakaipa Island;
  - 5.3.8 Ngā Motutapu Titi (Titi Island Nature Reserve and Chetwode Island Nature Reserve);
  - 5.3.9 Nga Whatu (Whatu Tipare, Whatu Kaipono) (The Brothers);
  - 5.3.10 Te Hoiere (Pelorus Sound);
  - 5.3.11 Maungatapu (Parikarearea);
  - 5.3.12 Pouwhakarewarewa (Stephens Island);
  - 5.3.13 Te Aumiti (French Pass Scenic Reserve);
  - 5.3.14 Tītīrangī Bay;
  - 5.3.15 Te Matau (Separation Point);
  - 5.3.16 Maitai (Mahitahi) River and its tributaries;
  - 5.3.17 Waimea, Wai-iti, and Wairoa Rivers and their tributaries;
  - 5.3.18 Kaituna River and its tributaries;

## NGĀTI KUIA TE WHAKATAU / DEED OF SETTLEMENT

### 5: NGA POU O TE HOIERE (CULTURAL REDRESS)

- 5.3.19 Te Hoiere (Pelorus) River and its tributaries;
- 5.3.20 Motueka and Motupiko Rivers and their tributaries; and
- 5.3.21 Anatoki River and its tributaries.
- 5.4 Consequently, the settlement legislation will, on the terms provided by sections 36 to 45 and 47 to 51 of the draft settlement bill:
- 5.4.1 provide the Crown's acknowledgement of the statements by Ngāti Kuia of their particular cultural, spiritual, historical, and traditional association with the areas shown on the deed plans in part 2.2 of the attachments schedule;
- 5.4.2 require:
- (a) relevant consent authorities, the Environment Court, and the New Zealand Historic Places Trust to have regard to the statutory acknowledgement ("**pou rāhui**");
  - (b) relevant consent authorities to forward to the governance entity:
    - (i) summaries of resource consent applications; and
    - (ii) copies of any notices served on the consent authority under section 145(10) of the Resource Management Act 1991; and
  - (c) relevant consent authorities to record the pou rāhui on certain statutory planning documents under the Resource Management Act 1991;
- 5.4.3 enable the governance entity, and any member of Ngāti Kuia, to cite the pou rāhui as evidence of Ngāti Kuia's association with any of the areas;
- 5.4.4 enable the governance entity to waive the rights specified in clause 5.4.2 in relation to all or any part of the areas by written notice to the relevant consent authority, the Environment Court or the New Zealand Historic Places Trust (as the case may be); and
- 5.4.5 require that any notice given pursuant to clause 5.4.4 include a description of the extent and duration of any such waiver of rights.
- 5.5 The statements of association are in the documents schedule.

### COASTAL POU RĀHUI (STATUTORY ACKNOWLEDGEMENT)

- 5.6 The parties acknowledge that the coastal statutory acknowledgement ("**coastal pou rāhui**") provided for under clause 5.8 applies to the coastal marine area of Te Tau Ihu, as a whole ("**Hineparawhenua**"), but that the individual iwi with interests in Te Tau Ihu have particular areas of interest within Hineparawhenua.
- 5.7 Ngāti Kuia acknowledges that it intends to exercise any rights under the coastal pou rāhui provided for in clause 5.8 in a manner that is consistent with tikanga.
- 5.8 The settlement legislation will, on the terms provided by sections 36 to 45 and 47 to 51 of the draft settlement bill:

5: NGA POU O TE HOIERE (CULTURAL REDRESS)

- 5.8.1 provide the Crown's acknowledgement of Ngāti Kuia's statement of coastal values in relation to Ngāti Kuia's particular cultural, spiritual, historical, and traditional association with Hineparawhenua;
- 5.8.2 require:
- (a) relevant consent authorities, the Environment Court, and the New Zealand Historic Places Trust to have regard to the coastal pou rāhui;
  - (b) relevant consent authorities to forward to the governance entity:
    - (i) summaries of resource consent applications; and
    - (ii) copies of any notices served on the consent authority under section 145(10) of the Resource Management Act 1991; and
  - (c) relevant consent authorities to record the coastal pou rāhui on certain statutory planning documents under the Resource Management Act 1991;
- 5.8.3 enable the governance entity, and any member of Ngāti Kuia, to cite the coastal pou rāhui as evidence of Ngāti Kuia's association with any part of Hineparawhenua;
- 5.8.4 enable the governance entity to waive the rights specified in clause 5.8.2 in relation to all or any part of Hineparawhenua by written notice to the relevant consent authority, the Environment Court or the New Zealand Historic Places Trust (as the case may be); and
- 5.8.5 require that any notice given pursuant to clause 5.8.4 include a description of the extent and duration of any such waiver of rights.

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

**POU WHAKĀRO (DEEDS OF RECOGNITION)**

- 5.10 The Crown will, by or on the settlement date, provide the governance entity with a copy of each of the following:
- 5.10.1 a deed of recognition ("**pou whakāro**"), signed by the Minister of Conservation and Director-General of Conservation, relating to the parts of the areas shown on the deed plans in part 2.2 of the attachments schedule which are owned by the Crown and managed by the Department of Conservation, and which are identified by Ngāti Kuia as:
- (a) Lake Rotoiti, Nelson Lakes National Park;
  - (b) Lake Rotoroa, Nelson Lakes National Park;
  - (c) Te Ope-a-Kupe (Te Anamāhanga / Port Gore);
  - (d) Puhikereru (Mt Furneaux);
  - (e) Parororangi (Mt Stokes);

NGĀTI KUIA TE WHAKATAU / DEED OF SETTLEMENT

5: NGA POU O TE HOIERE (CULTURAL REDRESS)

- (f) Te Taero a Kereopa (Boulder Bank Scenic Reserve);
- (g) Tarakaipa Island;
- (h) Ngā Motutapu Titi (Titi Island Nature Reserve and Chetwode Island Nature Reserve);
- (i) Nga Whatu (Whatu Tipare, Whatu Kaipono) (The Brothers);
- (j) Te Hoiere (Pelorus Sound);
- (k) Maungatapu (Parikarearea);
- (l) Pouwhakarewarewa (Stephens Island);
- (m) Te Aumiti (French Pass Scenic Reserve);
- (n) Tītīrangī Bay;
- (o) Te Matau (Separation Point);
- (p) Maitai (Mahitahi) River and its tributaries;
- (q) Waimea, Wai-iti, and Wairoa Rivers and their tributaries;
- (r) Kaituna River and its tributaries;
- (s) Te Hoiere (Pelorus) River and its tributaries;
- (t) Motueka and Motupiko Rivers and their tributaries; and
- (u) Anatoki River and its tributaries; and

5.10.2 a pou whakāro, signed by the Commissioner for Crown Lands, relating to the parts of the areas shown on the deed plans in part 2.2 of the attachments schedule which are owned and managed by the Crown, and which are identified by Ngāti Kuia as:

- (a) Maitai (Mahitahi) River and its tributaries;
- (b) Waimea, Wai-iti, and Wairoa Rivers and their tributaries;
- (c) Kaituna River and its tributaries;
- (d) Te Hoiere (Pelorus) River and its tributaries;
- (e) Motueka and Motupiko Rivers and their tributaries; and
- (f) Anatoki River and its tributaries.

5.11 A pou whakāro will require that, if the Crown is undertaking certain activities within an area that the pou whakāro relates to, the governance entity will be consulted, and regard given to its views, concerning Ngāti Kuia's association with the area as described in a statement of association.

## PROTOCOLS

- 5.12 Each of the following protocols will, by or on the settlement date, be signed and issued to the governance entity by the responsible Minister:
- 5.12.1 the conservation protocol;
  - 5.12.2 the fisheries protocol;
  - 5.12.3 the taonga tūturu protocol; and
  - 5.12.4 the minerals protocol.
- 5.13 A protocol sets out how the Crown will interact with the governance entity with regard to the matters specified in it.

## FORM AND EFFECT OF POU WHAKĀRO AND PROTOCOLS

- 5.14 A pou whakāro and a protocol will be:
- 5.14.1 in the form in the documents schedule; and
  - 5.14.2 issued under, and subject to, the terms provided by sections 28 to 35 and 46 to 50 of the draft settlement bill.
- 5.15 A failure by the Crown to comply with a pou whakāro or a protocol is not a breach of this deed.

## TUKU WHENUA (CULTURAL REDRESS PROPERTIES)

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

### **In fee simple**

- 5.16.1 the fee simple estate in the following site:
- (a) Nga Tai Whakau (Kawai, World's End);

### **In fee simple subject to easements**

- 5.16.2 the fee simple estate in the following site (excluding the sign that relates to tree planting by volunteers), subject to the governance entity providing registrable easements in relation to that site in the forms in the documents schedule:

- (a) Titiraukawa (Pelorus Bridge);

### **In fee simple subject to a conservation covenant together with a right of way easement**

- 5.16.3 the fee simple estate in the following site, subject to the governance entity providing a registrable covenant in relation to that site, and the Minister of Conservation providing a registrable right of way easement in favour of that site, in the forms in the documents schedule:

- (a) Tītīrangi Bay;

**In fee simple subject to a lease**

- 5.16.4 the fee simple estate in each of the following sites, subject to the governance entity providing a lease in relation to each site in the form in the documents schedule:
- (a) Te Hora (Canvastown School); and
  - (b) Waimea Pā (Appleby School);

**As a scenic reserve**

- 5.16.5 the fee simple estate in each of the following sites as a scenic reserve with the governance entity as the administering body:
- (a) Cullen Point (Havelock); and
  - (b) Tarakaipa Island Urupā;

**As a recreation reserve**

- 5.16.6 the fee simple estate in the following site (excluding improvements) as a recreation reserve:
- (a) Matangi Awhio (Nelson) to be vested jointly as tenants in common with the trustees of each of the Ngāti Apa ki te Rā Tō Trust, Rangitāne o Wairau Settlement Trust, Ngāti Tama Manawhenua ki Te Tau Ihu Trust, Ngāti Rārua Settlement Trust, Te Ātiawa o Te Waka-ā-Maui Trust and Te Pātaka a Ngāti Kōata with the Nelson City Council being the administering body for the reserve; and

**As a recreation reserve subject to easements**

- 5.16.7 the fee simple estate in the following site as a recreation reserve with the governance entity as the administering body, subject to the governance entity providing a registrable right of way easement and a registrable right to convey water easement and a registrable right to convey electricity in relation to that site in the forms in the documents schedule:
- (a) Moenui.

5.17 Each cultural redress property will be:

- 5.17.1 as described in schedule 5 of the draft settlement bill;
- 5.17.2 vested on the terms provided by sections 72 to 108 of the draft settlement bill; and
- 5.17.3 subject to or together with any encumbrances in relation to that property:
  - (a) required by clause 5.16 to be provided by the governance entity;
  - (b) required by the settlement legislation; and
  - (c) referred to in schedule 5 of the settlement legislation.

**NGĀTI KUIA TE WHAKATAU / DEED OF SETTLEMENT**

**5: NGA POU O TE HOIERE (CULTURAL REDRESS)**

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

**NEW AND ALTERED GEOGRAPHIC NAMES**

5.19 The settlement legislation will, on the terms provided by sections 111 to 114 of the draft settlement bill, from the settlement date:

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

<b>New geographic name</b>	<b>Location (NZTopo50 map and grid references)</b>	<b>Geographic feature type</b>
Te Punawai Pā	BQ26 221313	Pā
Te Ope-a-Kupe Rock	BP29 036549	Rock
Ōmāhuri	BP28 641554	Isthmus
Te Ana-o-Rongomaipapa Bay	BQ29 880174	Bay
Te Araruahinewai	BR25 985840	Locality
Paratītahi Tarns	RS24 873616	Lake
Matapihi Bay	BP27 565496	Bay
Kahuroa Hill	BQ28 692398	Hill
Pukekoikoi Hill	BP25 005559	Hill
Paraumu Tarn	BS24 873611	Lake
Otauirā Pā	BQ29 897212	Pā
Mangatāwhai	BR25 917770	Locality

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

<b>Existing geographic name (gazetted, recorded or local)</b>	<b>Altered geographic name</b>	<b>Location (NZTopo50 map and grid references)</b>	<b>Geographic feature type</b>
Queen Charlotte Sound (Totaranui)	Queen Charlotte Sound / Tōtaranui	BQ28 764302 – BP30ptBQ30 134549 BP29,BQ29	Sound
Port Underwood	Te Whanganui / Port Underwood	BQ29 945249	Bay
Pelorus Sound	Pelorus Sound / Te Hoiere	BP28 810530 – BQ28 645318	Sound
Drumduan	Horoirangi / Drumduan	BQ26 334407	Hill
Cloudy Bay	Te Koko-o-Kupe / Cloudy Bay	BQ29 934109	Bay
Separation Point	Separation Point / Te Matau	BN25 998854	Point
Lake Angelus	Rotomaninitua / Lake Angelus	BS24 789628	Lake
Mount Campbell	Pukeone / Mount Campbell	BP24 876475	Hill
Fighting Bay	Ōraumoā / Fighting Bay	BQ29 005250	Bay
Angelus Peak	Maniniaro / Angelus Peak	BS24 788604	Hill
Mount Freeth	Te Tara-o-Te-Marama / Mount Freeth	BQ28 816278	Hill
Greville Harbour	Greville Harbour / Wharariki	BN28 672797 BP28	Harbour
Goulter Hill	Hikurangi / Goulter Hill	BR28 669007	Hill
Waikoropupu River	Te Waikoropupū River	BN24 826791 - BP24 734772	Stream

NGĀTI KUIA TE WHAKATAU / DEED OF SETTLEMENT

5: NGA POU O TE HOIERE (CULTURAL REDRESS)

Existing geographic name (gazetted, recorded or local)	Altered geographic name	Location (NZTopo50 map and grid references)	Geographic feature type
Whakitenga Bay	Whakakitenga Bay	BP28 630553	Bay
Onamalutu River	Ōhinemahuta River	BQ27 556153 - BQ28 675082	Stream
Tasman Bay	Tasman Bay / Te Tai-o-Aorere	BP26ptBP27 240600 BP25,BP27,BQ25,BQ26	Bay
Port Gore	Te Anamāhanga / Port Gore	BP29 036578 BP30ptBQ30	Bay
Church Hill	Pikimai / Church Hill	BQ26 238305	Hill
Pickersgill Island	Matapara / Pickersgill Island	BP29 076426 BP30ptBQ30	Island
Mount Robertson	Tokomaru / Mount Robertson	BQ29 855221	Hill
Tory Channel	Tory Channel / Kura Te Aui	BQ29 969351 - BP30ptBQ30 106369	Strait
Robin Hood Bay	Waikutakuta / Robin Hood Bay	BQ29 902207	Bay
Torrent Bay	Rākauroa / Torrent Bay	BP25 048669	Bay
Lake Constance	Rotopōhueroa / Lake Constance	BS24 720417	Lake
Attempt Hill	Takapōtaka / Attempt Hill	BP28 731771	Hill
Rabbit Island	Moturoa / Rabbit Island	BQ25 119313 BQ26	Island
Mount Robert	Pourangahau / Mount Robert	BS24 843688	Hill
Split Apple Rock	Tokangawhā / Split Apple Rock	BP25 017592	Rock
Gowan River	Te Kauparenuī / Gowan River	BR24 662729 - BR24 641821	Stream
Travers Saddle	Poukirikiri / Travers Saddle	BS24 778472	Saddle
Opawa River	Ōpaoa River	BR28 710055 - BR29 875045 BQ28	Stream
Whareata Bay	Whareātea Bay	BN28 788810	Bay
Golden Bay	Golden Bay / Mohua	BN25 901946 BM24,BM25,BN25	Bay
Cable Bay	Rotokura / Cable Bay	BP26ptBP27 346440	Bay
Pelorus River	Te Hoiere / Pelorus River	BQ28 638317 - BR26 250058	River
Boulder Bank	Te Pokohiwi / Boulder Bank	BR29 914025	Boulder bank
Blue Lake	Rotomairewhenua / Blue Lake	BS24 717436	Lake
Howard River	Hinemoatū / Howard River	BR24 736813 - BS24 747699	River
Ship Cove	Meretoto / Ship Cove	BP29 044498	Bay
Te Aumiti (French Pass)	Te Aumiti / French Pass	BP28 703695	Strait
Canaan Downs (local name not recorded)	Pikikirunga / Canaan Downs	BP25 910676	Area
Arthur Range	Wharepapa / Arthur Range	BP25 897580 - BQ23 590134	Range
Whites Bay	Pukatea / Whites Bay	BQ29 884176	Bay
Ruby Bay	Te Mamaku / Ruby Bay	BQ25 075358	Bay

Existing geographic name (gazetted, recorded or local)	Altered geographic name	Location (NZTopo50 map and grid references)	Geographic feature type
Speargrass Creek	Te Horowai / Speargrass Creek	BR24 808769 - BS24 797635	Stream
Adele Island	Motuareronui / Adele Island	BP25 050633	Island
Red Hill	Maungakura / Red Hill	BR25 048917	Hill
Arapawa Island	Arapaoa Island	BQ30 100398	Island
Riwaka River	Riuwaka River	BP25 936559 - BP25 001540	Stream
Riwaka River North Branch	Riuwaka River North Branch	BP25 915577 – BP25 936559	Stream
Riwaka River South Branch	Riuwaka River South Branch	BP24 853474 – BP25 936559	Stream
Tutumopo	Tūtūmāpou Hill	BQ27 545287	Hill

## RELATIONSHIPS WITH LOCAL AUTHORITIES

5.20 Following the signing of Te Whakatau / deed of settlement, the Minister for Treaty of Waitangi Negotiations will write to the following local authorities encouraging each authority to enter into a Memorandum of Understanding with Ngāti Kuaia in relation to the interaction between Ngāti Kuaia and that authority:

- 5.20.1 Nelson City Council;
- 5.20.2 Tasman District Council;
- 5.20.3 Marlborough District Council; and
- 5.20.4 Buller District Council.

## RIVER AND FRESHWATER ADVISORY COMMITTEE

5.21 The parties acknowledge that:

- 5.21.1 the iwi of Te Tau Ihu have agreed to form an advisory committee in relation to the management of rivers and freshwater;
- 5.21.2 the advisory committee is intended to work in a collaborative manner with the common purpose of promoting the health and wellbeing of the rivers and freshwater within the jurisdiction of the relevant councils;
- 5.21.3 in undertaking its work the advisory committee will respect and operate in a manner that recognises that while some resource management issues will be of generic interest to all iwi with interests in Te Tau Ihu, other issues may be of interest primarily to particular iwi;
- 5.21.4 the formation of the advisory committee provides a foundation for the participation of the iwi with interests in Te Tau Ihu in the management by the relevant councils of rivers and freshwater, and the relevant councils and iwi may work together to enhance that participation through other means;

5: NGA POU O TE HOIERE (CULTURAL REDRESS)

- 5.21.5 the relevant councils may, without further inquiry, accept any advice from the advisory committee as being in accordance with the procedural requirements of the advisory committee; and
- 5.21.6 the iwi participating in the advisory committee will each contribute equally to meeting the costs of the advisory committee.
- 5.22 The settlement legislation will, on the terms provided by sections 135 to 141 of the draft settlement bill, provide:
- 5.22.1 for the establishment of an advisory committee in relation to the management of rivers and freshwater within the jurisdictions of:
- (a) Marlborough District Council;
  - (b) Nelson City Council; and
  - (c) Tasman District Council;
- together the “**relevant councils**”
- 5.22.2 subject to clause 5.22.3, for the advisory committee to be comprised of a maximum of eight members, with one member to be appointed by each of the governance entities for the eight iwi with interests in Te Tau Ihu;
- 5.22.3 that following the settlement date, any of the governance entities for the eight iwi with interests in Te Tau Ihu may give notice to the other governance entities of its intention to appoint a member to the advisory committee;
- 5.22.4 for the opportunity for the advisory committee to provide timely advice to each of the relevant councils in response to an invitation in relation to the management of rivers and freshwater under the Resource Management Act 1991:
- (a) prior to a relevant council making decisions on the review of policy statements or plans under section 79 of the Resource Management Act 1991;
  - (b) prior to a relevant council preparing or changing policy statements or plans under clause 2 of Schedule 1 of the Resource Management Act 1991; and
  - (c) prior to a relevant council notifying a proposed policy statement or plan under clause 5 of Schedule 1 (with reference to section 32) of the Resource Management Act 1991;
- 5.22.5 that the relevant councils will, when exercising functions and powers in relation to the matters set out in clause 5.22.4, extend an invitation to the advisory committee to provide advice in relation to the management of rivers and freshwater under the Resource Management Act 1991;
- 5.22.6 that where a relevant council extends an invitation to the advisory committee to provide advice, the advisory committee must provide any advice no later than two months after the date upon which the invitation is received by the

advisory committee (or such other period as may be agreed between a relevant council and the committee);

- 5.22.7 that where the time period specified in clause 5.22.6 has been complied with, the relevant councils will, when exercising functions and powers in relation to the matters set out in clause 5.22.4, have regard to the advice of the advisory committee to the extent that advice relates to the management of rivers and freshwater under the Resource Management Act 1991;
- 5.22.8 for the advisory committee to:
- (a) regulate its own procedure;
  - (b) operate on the basis of consensus decision making;
  - (c) have a quorum of a majority of the members of the committee; and
  - (d) nominate an address for service and advise the relevant councils of this address;
- 5.22.9 that the advisory committee may request information from the relevant councils on the carrying out by the relevant councils of the functions and powers referred to in clause 5.22.4;
- 5.22.10 that upon receipt of a request under clause 5.22.9, the relevant councils will, where reasonably practicable, provide information to the advisory committee on the matters contained in that request;
- 5.22.11 that the advisory committee may request that one or more representatives of the relevant councils attend a meeting of the advisory committee;
- 5.22.12 that where reasonably practicable the relevant councils will comply with a request under clause 5.22.11, and that council may determine the appropriate representatives to attend any such meeting;
- 5.22.13 that each relevant council will not be required to attend any more than four meetings in any one calendar year;
- 5.22.14 that the advisory committee will give a relevant council at least 10 business days notice of any such meeting;
- 5.22.15 that the advisory committee will provide a meeting agenda with any request made under clause 5.22.11;
- 5.22.16 that subject to the prior written agreement of the advisory committee and a relevant council, the advisory committee may provide advice to that council on any other matter under the Resource Management Act 1991;
- 5.22.17 that any agreement between a relevant council and the advisory committee under clause 5.22.16 may be terminated by either party by notice in writing; and
- 5.22.18 that to avoid doubt, the obligations under this clause 5.22 are additional to, and do not derogate from, any other obligations of a relevant council under the Resource Management Act 1991.

**NGĀTI KUIA TE IWI PAKOHE KAITIAKI INSTRUMENT**

5.23 In clause 5.24 **relevant pakohe areas** means:

5.23.1 recognised pakohe area (Motueka River) (as shown on deed plan OTS-099-85); and

5.23.2 recognised pakohe area (Hacket Creek) (as shown on deed plan OTS-099-86).

5.24 The settlement legislation will, on the terms provided by sections 117 to 124 of the draft settlement bill, provide:

5.24.1 for the Crown to acknowledge:

(a) the longstanding traditional, cultural and historical association of Ngāti Kuia with pakohe; and

(b) the Ngāti Kuia statement of association with pakohe, the text of which is set out in part 2.2 of the documents schedule;

5.24.2 for any member of Ngāti Kuia who has written authorisation from the governance entity to access river beds within the relevant pakohe areas:

(a) for the purpose of searching for and removing pakohe by hand; and

(b) without an authorisation under the conservation legislation;

5.24.3 for the Director-General and the governance entity to agree that another area be a relevant pakohe area if:

(a) the area is conservation land that contains a river bed; and

(b) the area is within the Ngāti Kuia conservation protocol area, as defined by the conservation protocol;

5.24.4 for the Director-General and the governance entity to agree that a relevant pakohe area is no longer a relevant pakohe area; and

5.24.5 for the Director-General to consult with the governance entity when exercising certain powers and functions that are likely to affect the relationship of Ngāti Kuia with pakohe within the relevant pakohe areas.

5.25 The actions under clauses 5.24.3 and 5.24.4 will have legal effect once the parties have signed a deed to amend Te Whakatau / deed of settlement which provides for the addition or deletion (as the case may be) of a deed plan in part 2.5 of the attachments schedule.

### TE KOHINGA RAKAHORE (MINERALS FOSSICKING)

- 5.26 The settlement legislation will, on the terms provided by sections 125 to 129 of the draft settlement bill, provide:
- 5.26.1 for any member of Ngāti Kuia who has written authorisation from the governance entity to access river beds within specified public conservation land in the relevant fossicking area (as shown on deed plan OTS-099-87):
- (a) for the purpose of searching for and removing any sand, shingle or other natural material in a river bed by hand; and
  - (b) without an authorisation under the conservation legislation; and
- 5.26.2 that, to avoid doubt, a person exercising the right under clause 5.26.1(a) must comply with all other lawful requirements, including under the Resource Management Act 1991, the Crown Minerals Act 1991, and any minerals programme under the Crown Minerals Act 1991.
- 5.27 The rights provided for under clause 5.26.1 are in addition to the right of Ngāti Kuia to access, search for and remove pakohe under clauses 5.23 to 5.25.

### NGĀTI KUIA TĪTĪ KAITIAKI INSTRUMENT

#### Conservation Kaitiaki

- 5.28 The settlement legislation will, on the terms provided by section 131 of the draft settlement bill, provide:
- 5.28.1 for the appointment of the governance entity as a statutory kaitiaki in relation to Tītī Island and the Chetwode Islands;
- 5.28.2 for the governance entity as a statutory kaitiaki to provide advice to the Minister of Conservation in relation to Tītī Island and the Chetwode Islands:
- (a) on the management of the tītī population on those islands; and
  - (b) on applications for access to those islands; and
- 5.28.3 that the Minister of Conservation must have regard to the advice of the governance entity as a statutory kaitiaki when making decisions on the matters set out in clause 5.28.2.

#### Customary Use of Tītī

- 5.29 The settlement legislation will, on the terms provided by section 132 of the draft settlement bill, provide:
- 5.29.1 that the governance entity may apply to the Minister and Director-General of Conservation for authorisation to hunt or kill for customary use tītī on Tītī Island and the Chetwode Islands; and
- 5.29.2 that if they are satisfied that the hunting or killing of tītī will not adversely affect the long term survival of the tītī population on the islands, the Minister and Director-General may grant authorisation under clause 5.29.1.

**NGA POU O TE HOIERE (CULTURAL REDRESS) GENERALLY NON-EXCLUSIVE**

- 5.30 The Crown may do anything that is consistent with Nga Pou o Te Hoiere (cultural redress), including entering into, and giving effect to, another settlement that provides for the same or similar cultural redress.

## **6 NGA POU O PAKOHE (FINANCIAL AND COMMERCIAL REDRESS)**

### **FINANCIAL REDRESS**

- 6.1 The Crown will pay the governance entity on the settlement date an amount equal to:
- 6.1.1 the financial and commercial redress amount of \$24,330,388.04;  
less:
  - 6.1.2 the on-account payments totalling \$676,666.67 referred to in clause 6.2;
  - 6.1.3 the total transfer values of the commercial redress properties being transferred on settlement date;
  - 6.1.4 the total transfer values of any cleared current surplus land being transferred on settlement date in accordance with clause 6.14.1 or proportionate transfer values if the property is transferred to the governance entity and either or both Rangitāne o Wairau Settlement Trust or Ngāti Apa ki te Rā Tō Trust;
  - 6.1.5 the total transfer values of any leaseback land being transferred on settlement date in accordance with clause 6.17.1 or proportionate transfer values if the property is transferred to the governance entity and either or both Rangitāne o Wairau Settlement Trust or Ngāti Apa ki te Rā Tō Trust; and
  - 6.1.6 the total transfer values of any cleared non-operational land being transferred on settlement date in accordance with clause 6.23.1 or proportionate transfer values if the property is transferred to the governance entity and either or both Rangitāne o Wairau Settlement Trust or Ngāti Apa ki te Rā Tō Trust.

### **ON-ACCOUNT PAYMENT**

- 6.2 On 11 February 2009 the Crown paid \$2,030,000.00 to Kurahaupō ki Te Waipounamu Trust on account of the Kurahaupō settlements of which \$676,666.67 was passed on to Ngāti Kuia.

### **INTEREST**

- 6.3 The Crown will pay the governance entity on the settlement date interest on \$8,083,333.33.
- 6.4 The interest payable under clause 6.3 is payable:
- 6.4.1 for the period from 11 February 2009, being the date of the Letter of Agreement to (but not including) the settlement date; and
  - 6.4.2 at the rate from time to time set as the official cash rate, calculated on a daily basis but not compounding.

6.5 The interest is:

6.5.1 subject to any tax payable in relation to it; and

6.5.2 payable after withholding any tax required by legislation to be withheld.

### COMMERCIAL REDRESS PROPERTIES

6.6 The Crown will transfer the properties listed in part 2.2 of the property redress schedule to the governance entity on the settlement date.

6.7 The transfer of a commercial redress property by the Crown to the governance entity under clause 6.6 is to be on the terms and conditions in part 2.1 of the property redress schedule.

### DEFERRED SELECTION PROPERTIES

6.8 The governance entity may, within 3 years after the settlement date, purchase the properties listed in part 3.6 of the property redress schedule on the terms and conditions in part 3 of the property redress schedule.

6.9 The table in part 3.6 of the property redress schedule specifies the deferred selection properties to be leased back to the Crown immediately after their purchase by the governance entity. The form of this lease is set out in part 5.5 of the documents schedule.

### LINZ/NZTA DEFERRED SELECTION PROPERTIES

6.10 The governance entity, the Rangitāne o Wairau Settlement Trust or the Ngāti Apa ki te Rā Tō Trust, may within 3 years after the settlement date, purchase any of the properties listed in part 3.7 of the property redress schedule on the terms and conditions in part 3 of the property redress schedule. The governance entity acknowledges and agrees that the conditions that relate to each of the NZTA properties set out in part 3.7 of the property redress schedule must be satisfied before the governance entity is entitled to give the Crown notice under part 3.1 of the property redress schedule that it is interested in purchasing that property.

### LAND AT ROYAL NEW ZEALAND AIR FORCE BASE, WOODBOURNE

#### Current Surplus Land

6.11 The New Zealand Defence Force ("NZDF") declared approximately 6.5 hectares of land (reference to plan attached) ("**current surplus land**") surplus to requirements on 1 March 2010. The Crown is currently carrying out the clearance process in relation to the current surplus land and will ensure that it is completed expeditiously.

6.12 As soon as reasonably practicable, and in any event by the offer date, the Crown will notify the governance entity, the Rangitāne o Wairau Settlement Trust and the Ngāti Apa ki te Rā Tō Trust what area of the current surplus land is the cleared current surplus land.

6.13 Following completion of the clearance process in respect of all of the current surplus land, the governance entity and/or the Rangitāne o Wairau Settlement Trust and/or the

6: NGA POU O PAKOHE (FINANCIAL AND COMMERCIAL REDRESS)

Ngāti Apa ki te Rā Tō Trust may acquire all or part of the cleared current surplus land on the terms and conditions in part 4 of the property redress schedule.

6.14 In accordance with paragraph 2 of part 4.1 of the property redress schedule the transfer of cleared current surplus land to the governance entity and/or the Rangitāne o Wairau Settlement Trust and/or the Ngāti Apa ki te Rā Tō Trust will be:

6.14.1 on the terms and conditions set out in part 2.1 of the property redress schedule if the transfer value of the relevant cleared current surplus land:

(a) is determined or agreed at least 20 business days prior to settlement date; and

(b) does not exceed the available quantum amount; or

6.14.2 on the terms and conditions set out in part 4.3 of the property redress schedule if the transfer value of the relevant cleared current surplus land:

(a) is determined or agreed but not earlier than 20 business days prior to settlement date; and/or

(b) exceeds the available quantum amount.

6.15 By 31 December 2010 ("**review date**"), the Crown will advise the governance entity, the Rangitāne o Wairau Settlement Trust and the Ngāti Apa ki te Rā Tō Trust entities of:

6.15.1 the Airbase land that is required for NZDF operational purposes or required for any other public work ("**leaseback land**"); and

6.15.2 the Airbase land that is not required for NZDF operational purposes and is not required for any other public work in accordance with the provisions of the Public Works Act 1981 ("**non-operational land**"); and

6.15.3 the Airbase land that is the current surplus land.

**Leaseback land**

6.16 Either the governance entity and/or the Rangitāne o Wairau Settlement Trust and/or the Ngāti Apa ki te Rā Tō Trust entities may acquire:

6.16.1 all of the leaseback land; or

6.16.2 all of any area of the leaseback land that will be subject to a single lease for a public work, ("**single lease area**"),

on the terms and conditions in part 6 of the property redress schedule.

6.17 In accordance with paragraph 2 of part 6.1 of the property redress schedule the transfer of the leaseback land or any single lease area to the governance entity and/or the Rangitāne o Wairau Settlement Trust and/or the Ngāti Apa ki te Rā Tō Trust will be:

6.17.1 on the terms and conditions set out in part 2.1 of the property redress schedule if the transfer value of the relevant leaseback land or relevant single lease areas:

6: NGA POU O PAKOHE (FINANCIAL AND COMMERCIAL REDRESS)

- (a) is determined or agreed at least 20 business days prior to settlement date; and
  - (b) does not exceed the available quantum amount; or
- 6.17.2 on the terms and conditions set out in part 6.3 of the property redress schedule if the transfer value of the relevant leaseback land or relevant single lease area:
- (a) is determined or agreed but not earlier than 20 business days prior to settlement date; and/or
  - (b) exceeds the available quantum amount.
- 6.18 Immediately following any transfer to the governance entity and/or the Rangitāne o Wairau Settlement Trust and/or the Ngāti Apa ki te Rā Tō Trust of all the leaseback land, or one or more of the single lease areas, the leaseback land or single lease area (as the case may be) is to be leased back to the Crown or leased for any other public work on the terms and conditions to be agreed in accordance with paragraph 5 of part 6.1 of the property redress schedule.
- 6.19 In the event all of the leaseback land or one or more of the single lease areas is transferred to more than one of the governance entities, then in accordance with the lease instrument to be entered into, the relevant governance entities must jointly appoint an authorised person to act on their behalf as lessor.

**Non-operational land**

- 6.20 For the purposes of the Public Works Act 1981, the NZDF will declare any of the non-operational land surplus and it will commence the clearance process by no later than 20 business days after the review date. The Crown will ensure that the clearance process in relation to the non-operational land is carried out expeditiously.
- 6.21 The Crown will notify the governance entity, the Rangitāne o Wairau Settlement Trust and the Ngāti Apa ki te Rā Tō Trust what area of the non-operational land is the cleared non-operational land, by the offer date.
- 6.22 Following completion of the clearance process in respect of all the non-operational land, the governance entity and/or the Rangitāne o Wairau Settlement Trust and/or the Ngāti Apa ki te Rā Tō Trust entities may acquire all or part of the cleared non-operational land on the terms and conditions in part 5 of the property redress schedule.
- 6.23 In accordance with paragraph 2 of part 5.1 of the property redress schedule the transfer of cleared non-operational land to the governance entity and/or the Rangitāne o Wairau Settlement Trust and/or the Ngāti Apa ki te Rā Tō Trust will be:
- 6.23.1 on the terms and conditions set out in part 2.1 of the property redress schedule if the transfer value of the relevant cleared non-operational land:
    - (a) is determined or agreed at least 20 business days prior to settlement date; and
    - (b) does not exceed the available quantum amount; or

6: NGA POU O PAKOHE (FINANCIAL AND COMMERCIAL REDRESS)

- 6.23.2 on the terms and conditions set out in part 5.3 of the property redress schedule if the transfer value of the relevant cleared non-operational land:
- (a) is determined or agreed but not earlier than 20 business days prior to the settlement date; and/or
  - (b) exceeds the available quantum amount.
- 6.24 The governance entity acknowledges and agrees that the governance entity and/or the Rangitāne o Wairau Settlement Trust and/or the Ngāti Apa ki te Rā Tō Trust have each been given the rights set out in clauses 6.11 to 6.23 herein and such rights may be exercised by the governance entity and/or the Rangitāne o Wairau Settlement Trust and/or the Ngāti Apa ki te Rā Tō Trust jointly or severally in accordance with the terms and conditions of the deeds of settlement.

**Management agreement**

- 6.25 Prior to the transfer of any cleared current surplus land, cleared non-operational land and/or leaseback land to more than one governance entity as tenants in common, the governance entities purchasing such land shall put in place a management agreement to govern the management of such land and their lawyers shall certify to the Crown that such agreement is in place.

**SETTLEMENT LEGISLATION**

- 6.26 The settlement legislation will, on the terms provided by sections 143 to 148 of the draft settlement bill, enable the transfer of the commercial redress properties, the deferred selection properties, the LINZ/NZTA deferred selection properties, the cleared current surplus land, the cleared non-operational land and the leaseback land.

**RIGHT OF FIRST REFUSAL OVER GENERAL RFR LAND**

- 6.27 The governance entity is to have a right of first refusal in relation to a disposal by the Crown or Housing New Zealand Corporation of the properties listed in part 3 of the attachments schedule.
- 6.28 Except as provided for in clause 6.29, the right of first refusal set out in clause 6.27 is to be on the terms provided by sections 158 to 189 of the draft settlement bill and, in particular, will apply:
- 6.28.1 for a term of 169 years from settlement date in relation to the general RFR land; and
  - 6.28.2 only if the general RFR land:
    - (a) is vested in, or the fee simple estate in it is held by, the Crown, or Housing New Zealand Corporation on the settlement date; and
    - (b) is not being disposed of in the circumstances provided by sections 166 to 176 or 177(1) of the draft settlement bill.

**Titirangi Bay RFR area and Waitaria Bay RFR area**

6.29 The right of first refusal set out in clause 6.27 in relation to the Titirangi Bay RFR area and the Waitaria Bay RFR area is to be on the terms provided by sections 158 to 189 of the draft settlement bill and, in particular, will apply:

6.29.1 for a term of 60 years from settlement date; and

6.29.2 only if the Titirangi Bay RFR area or the Waitaria Bay RFR area (as the case may be):

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

(b) is not being disposed of in the circumstances provided by sections 166 to 176 or 177(1) of the draft settlement bill.

**RFR OVER DEFERRED SELECTION RFR LAND**

6.30 The governance entity, in common with the Rangitāne o Wairau Settlement Trust and the Ngāti Apa ki te Rā Tō Trust and each of the Tainui Taranaki iwi, is to have a right of first refusal in relation to a disposal by the Crown or NZTA of the deferred selection RFR land (such land excludes the property described as Nelson High/District Courthouse in the deed of settlement for Ngāti Apa ki te Rā Tō Trust).

6.31 The right of first refusal set out in clause 6.30 is to be on the terms provided by sections 158 to 189 of the draft settlement bill and, in particular, will apply:

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

6.31.2 only if the deferred selection RFR land is not being disposed of in the circumstances provided by sections 166 to 176 or 177(1) of the draft settlement bill.

**RFR OVER SPECIFIED AREA RFR LAND**

6.32 The governance entity, in common with all the iwi with interests in Te Tau Ihu, is to have a right of first refusal in relation to a disposal by the Crown of the specified area RFR land.

6.33 The right of first refusal set out in clause 6.32 is to be on the terms provided by sections 158 to 189 of the draft settlement bill and, in particular, will apply:

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

6.33.2 only if the specified area RFR land:

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

(b) is not being disposed of in the circumstances provided by sections 166 to 176 or 177(1) of the draft settlement bill.

**6: NGA POU O PAKOHE (FINANCIAL AND COMMERCIAL REDRESS)**

6.34 For the purposes of clauses 6.27, 6.30 and 6.32 the reference to governance entity shall include an entity that replaces the governance entity in accordance with the trust deed.

## 7 SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

### SETTLEMENT LEGISLATION

- 7.1 Within 12 months after the date of this deed, the Crown will propose a bill for introduction to the House of Representatives that includes Parts 1 to 3 of the draft settlement bill, provided that the Crown has signed deeds of settlement with all of the iwi with interests in Te Tau Ihu.
- 7.2 The parties acknowledge that, following the signing of this deed, it may be necessary to renegotiate and amend certain provisions of this deed (including the draft settlement bill) to ensure that Ngāti Kuia can benefit from joint redress that was intended to be provided to Ngāti Kuia and certain other iwi with interests in Te Tau Ihu.
- 7.3 The parties will enter into a renegotiation referred to in clause 7.2 in good faith and in an expeditious manner if either:
- 7.3.1 at any time during the 12 month period commencing on the date of this deed the parties agree in writing that a failure to sign deeds of settlement with all of the iwi with interests in Te Tau Ihu is creating an unreasonable delay in the introduction of the draft settlement bill under clause 7.1; or
  - 7.3.2 the Crown has not signed deeds of settlement with all of the iwi with interests in Te Tau Ihu within 12 months after the date of this deed.
- 7.4 The Minister for Treaty of Waitangi Negotiations will meet with Ngāti Kuia to discuss the progress made towards the introduction of the draft settlement bill if, within 6 months after the date of this deed:
- 7.4.1 the settlement bill has not been introduced under clause 7.1; or
  - 7.4.2 the parties have not entered into renegotiations under clause 7.2.
- 7.5 To avoid doubt any renegotiation under clause 7.2:
- 7.5.1 will be only to the extent necessary to provide for Ngāti Kuia to benefit from the joint redress referred to in clause 7.2;
  - 7.5.2 does not apply to any issue or redress that is specific to Ngāti Kuia; and
  - 7.5.3 will maintain comparable levels of redress across all Te Tau Ihu settlements.
- 7.6 Without affecting the specific application of clauses 7.2 to 7.5, the parties acknowledge that following the signing of Te Whakatau / deed of settlement, and if the circumstances require it, the parties will negotiate in good faith a deed to amend this deed (including the draft settlement bill).
- 7.7 The bill proposed for introduction may include changes:
- 7.7.1 of a minor or technical nature; or
  - 7.7.2 where clause 7.7.1 does not apply, where those changes have been agreed in writing between the governance entity and the Crown.

7: SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

- 7.8 Ngāti Kuia and the governance entity will support the enactment of the settlement legislation that gives effect to Te Whakatau / deed of settlement.
- 7.9 Ngāti Kuia, the governance entity and the Crown will maintain open channels of communication, and work together as is necessary during the passage of the bill through the House of Representatives.

**MAORI FISHERIES ACT 2004**

- 7.10 The parties acknowledge that an amendment is proposed to the Maori Fisheries Act 2004 to allow the transfer of mandated iwi organisation status to an appropriate entity.
- 7.11 If, by the second reading of the draft settlement bill, the amendment to the Maori Fisheries Act 2004 has not been passed, the Crown will introduce by way of supplementary order paper an amendment to the draft settlement bill that will replicate, in relation to Ngāti Kuia, the approved amendment (CAB Min (10) 28/3A) to the Maori Fisheries Act 2004. The approved amendment provides for the transfer of Mandated Iwi Organisation (MIO) status and fisheries settlement assets from an existing MIO to another separate entity belonging to the same iwi.

**SETTLEMENT CONDITIONAL**

- 7.12 This deed, and the settlement, are conditional on the settlement legislation coming into force.
- 7.13 Despite clause 7.12, upon signing:
- 7.13.1 this deed is "without prejudice" until it becomes unconditional and, in particular, it may not be used as evidence in proceedings before, or presented to, a court, tribunal, or other judicial body; and
- 7.13.2 the following provisions of this deed are binding:
- (a) this part 7 of this deed;
- (b) part 8 of this deed; and
- (c) parts 3 to 6 of the general matters schedule.
- 7.14 Clause 7.13.1 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

**TERMINATION**

- 7.15 The Crown or the governance entity may terminate this deed, by notice to the other, if:
- 7.15.1 the settlement legislation giving effect to this deed, has not come into force within 30 months after the date of this deed; and
- 7.15.2 the terminating party has given the other party at least 40 business days notice of an intention to terminate.

**ON TERMINATION**

7.16 If this deed is terminated in accordance with its provisions, it:

7.16.1 (and the settlement) are at an end; and

7.16.2 does not give rise to any rights or obligations; but

7.16.3 remains "without prejudice".

## 8 GENERAL, DEFINITIONS AND INTERPRETATION

### GENERAL

8.1 The general matters schedule includes provisions in relation to:

- 8.1.1 the effect of the settlement and its implementation;
- 8.1.2 taxation, including indemnities from the Crown in relation to taxation;
- 8.1.3 the giving of notice under this deed, or a settlement document; and
- 8.1.4 amending this deed.

### HISTORICAL CLAIMS

8.2 In this deed, **historical claims**:

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

- (a) is, or is founded on, a right arising:
  - (i) from the Treaty of Waitangi or its principles;
  - (ii) under legislation;
  - (iii) at common law, including aboriginal title or customary law;
  - (iv) from fiduciary duty; or
  - (v) otherwise; and
- (b) arises from, or relates to, acts or omissions before 21 September 1992:
  - (i) by, or on behalf of, the Crown; or
  - (ii) by or under legislation; and

8.2.2 includes every claim to the Waitangi Tribunal to which clause 8.2.1 applies that relates exclusively to Ngāti Kuaia or a representative entity, including the following claims:

- (a) Wai 561 - Ngāti Kuaia Iwi claim;
- (b) Wai 829 - Whakapuaka, Nelson Tenths and Stewart Island claim; and
- (c) Wai 2092 - Descendants of Amiria Hemi Lands (Wedderspoon) claim; and

8.2.3 includes every other claim to the Waitangi Tribunal to which clause 8.2.1 applies, so far as it relates to Ngāti Kuaia or a representative entity, including the following claims:

- (a) Wai 102 - Te Runanganui Te Tau Ihu o Te Waka A Maui claims; and

8. GENERAL, DEFINITIONS AND INTERPRETATION

- (b) Wai 785 - Combined Record of Inquiry for the northern South Island claims.

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

8.3.1 a claim that a member of Ngāti Kuia, or a whānau, hapū, or group referred to in clause 8.5.1(c), had or may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in clause 8.5.1(a); and

8.3.2 a claim that a representative entity may have to the extent the claim is, or is founded on, a claim referred to in clause 8.3.1.

8.4 To avoid doubt, clause 8.2.1 is not limited by clauses 8.2.2 or 8.2.3.

**NGĀTI KUIA**

8.5 In this deed:

8.5.1 **Ngāti Kuia** means:

- (a) the collective group composed of individuals who are descended from an ancestor of Ngāti Kuia; and
- (b) includes individuals referred to in (a) above; and
- (c) every whānau, hapū, or group to the extent that it is composed of individuals referred to in clause (a) and (b) of this definition;

8.5.2 **ancestor of Ngāti Kuia** means an individual:

- (a) who exercised customary rights by virtue of being descended from:
- (i) a tupuna or a union of tupuna, identified in clause 8.7; and
- (ii) one or more of the following:
- (I) an individual who originally signed the Ngāti Kuia deed of sale dated 16 February 1856 (each of whom is identified in clause 8.8, but only for ease of reference); or
- (II) an individual listed in the South Island landless natives list who has been identified as being of Ngāti Kuia (each of whom is identified in clause 8.8, but only for ease of reference); or
- (III) a sibling of an individual described in (I) or (II); and
- (b) who exercised the customary rights predominantly in relation to Te Kupenga-a-Kuia/area of interest at any time after 6 February 1840.

8.6 For the purposes of clause 8.5:

- 8.6.1 a person is **descended** from another person if the first person is descended from the other by:
- (a) birth; or

8. GENERAL, DEFINITIONS AND INTERPRETATION

- (b) legal adoption; or
- (c) Māori customary adoption in accordance with Ngāti Kuia's tikanga (customary values and practices);

8.6.2 **Te Kupenga-a-Kuia / area of interest** means Te Kupenga-a-Kuia / area of interest of Ngāti Kuia as identified and defined in the general matters schedule; and

8.6.3 **customary rights** means rights according to tikanga Māori (Māori customary values and practices) including:

- (a) rights to occupy land; and
- (b) rights in relation to the use of land or other natural or physical resources.

8.7 For the purposes of clause 8.5:

8.7.1 the **tupuna of Ngāti Kuia** are:

- (a) Turahui;
- (b) Tawake;
- (c) Te Whakamana; and
- (d) Hinekauwhata; and

8.7.2 the **unions of tupuna of Ngāti Kuia** are:

- (a) Matua Hautere and Kauhoe;
- (b) Kopiha and Wairangi;
- (c) Haua and Kurawhiria;
- (d) Wharepuka and Huawa;
- (e) Te Heiwi and Tarakaipa;
- (f) Kuia and Rongotamea; and
- (g) Hotutaua and Wainuiaono.

8.8 The individuals referred to in clause 8.5.2(a)(ii)(I) and 8.5.2(a)(ii)(II) are:

- 8.8.1 Hone Amaru;
- 8.8.2 Heta Hamuera;
- 8.8.3 Ngamiro Hamuera;
- 8.8.4 Hama Hamuera;
- 8.8.5 Riria Hamuera;
- 8.8.6 Rawinia Hamuera;
- 8.8.7 Tiemi Hapakuku;

8. GENERAL, DEFINITIONS AND INTERPRETATION

- 8.8.8 Niwa Hapakuku;
- 8.8.9 Roka Hapi;
- 8.8.10 Manihera Hekiera;
- 8.8.11 Heni Hekiera;
- 8.8.12 Kumeroa Hemi;
- 8.8.13 Rawiri Hemi;
- 8.8.14 Harota Hemi;
- 8.8.15 Kipa Hemi;
- 8.8.16 Hakaraia Hemi;
- 8.8.17 Watene Hemi;
- 8.8.18 Te Pou Hemi;
- 8.8.19 Hiria Hemi;
- 8.8.20 Kiti Hemi;
- 8.8.21 Kipa Te Pou Hemi;
- 8.8.22 Tahuariki Te Pou Hemi;
- 8.8.23 Eruera Te Pou Hemi;
- 8.8.24 Meihana Hemi;
- 8.8.25 Tini Hemi;
- 8.8.26 Huiare Te Pou Hemi;
- 8.8.27 Haropa Te Pou Hemi;
- 8.8.28 Amiria Hemi Whiro;
- 8.8.29 Riria Hiahia;
- 8.8.30 Maku Hiahia;
- 8.8.31 Karaitiana Hiahia;
- 8.8.32 Teo Hiporaiti;
- 8.8.33 Ema Hiporaiti;
- 8.8.34 Peo Hiporaiti;
- 8.8.35 Te One Hiporaiti;
- 8.8.36 Maraea Hiporaiti;
- 8.8.37 Mere Hiporaiti;
- 8.8.38 Rora Hiporaiti;
- 8.8.39 Taare Hiporaiti;

8. GENERAL, DEFINITIONS AND INTERPRETATION

- 8.8.40 Matina Hiporaiti;
- 8.8.41 Rihia Honomaru;
- 8.8.42 Timoti Hou;
- 8.8.43 Te Oti Ihaka;
- 8.8.44 Huria Ihaka;
- 8.8.45 Titihuia Ihakara;
- 8.8.46 Tahoe Ihakara;
- 8.8.47 Ahoaho Ihakara;
- 8.8.48 Pouatu Ihakara;
- 8.8.49 Ahitahu Ihakara;
- 8.8.50 Peti Ihakaria;
- 8.8.51 Pani Iharaia;
- 8.8.52 Kehaia Iharaia;
- 8.8.53 Wirihana Kaipara;
- 8.8.54 Heni Kaipara;
- 8.8.55 Eruera Kaipara;
- 8.8.56 Hamuera Karangī;
- 8.8.57 Kereopa Karangī;
- 8.8.58 Te One Karipi;
- 8.8.59 Te Amohanga Karipi;
- 8.8.60 Hoani Karipi;
- 8.8.61 Te Ata Karipi;
- 8.8.62 Ani Karipi;
- 8.8.63 Mere Karipi;
- 8.8.64 Kerenapu;
- 8.8.65 Te One Hiahia;
- 8.8.66 Tiemi Hiahia;
- 8.8.67 Mori Hiahia;
- 8.8.68 Rangi Hiahia;
- 8.8.69 Hoana Hiahia;
- 8.8.70 Taare Hiporaiti;
- 8.8.71 Timoti Hiporaiti;

8. GENERAL, DEFINITIONS AND INTERPRETATION

- 8.8.72 Te One Hiporaiti;
- 8.8.73 Kunari Hiporaiti;
- 8.8.74 Raima Hiporaiti;
- 8.8.75 Arihia Makarini;
- 8.8.76 Tiro Makarini;
- 8.8.77 Hoani Makirika;
- 8.8.78 Pirihira Makirika;
- 8.8.79 Aperia Makirika;
- 8.8.80 Akeniki Makirika;
- 8.8.81 Matarina Makirika;
- 8.8.82 Kereopa Makirika;
- 8.8.83 Hinekawa Makirika;
- 8.8.84 Tahoe (1) Makirika;
- 8.8.85 Rora Makirika;
- 8.8.86 Arona Makirika;
- 8.8.87 Tarihua Makirika;
- 8.8.88 Ngapira Makirika;
- 8.8.89 Ihakara Makirika;
- 8.8.90 Tiripa Makitonore;
- 8.8.91 Tute Pourangi Makitonore;
- 8.8.92 Manihera Makitonore;
- 8.8.93 Matena Makitonore;
- 8.8.94 Hopa Makitonore;
- 8.8.95 Pare Makitonore;
- 8.8.96 Pita Makitonore;
- 8.8.97 Hana Makitonore;
- 8.8.98 Te Ote Makitonore;
- 8.8.99 Tuiti Makitonore;
- 8.8.100 Pita Makitonore;
- 8.8.101 Hoani Makitonore;
- 8.8.102 Hori Makitonore;
- 8.8.103 Rina Makitonore;

8. GENERAL, DEFINITIONS AND INTERPRETATION

- 8.8.104 Pipi Manoki;
- 8.8.105 Kumeroa Matina;
- 8.8.106 Huriana Matina;
- 8.8.107 Mere Matina;
- 8.8.108 Rawinia Matina;
- 8.8.109 Raharuhi Matina;
- 8.8.110 Hamuera Meihana;
- 8.8.111 Tahuariki Meihana;
- 8.8.112 Arena Meihana;
- 8.8.113 Amiria Meihana;
- 8.8.114 Amana Meihana;
- 8.8.115 Nuku Meihana;
- 8.8.116 Kataraitiana Mekereka;
- 8.8.117 Tawhirirangi Kereopa;
- 8.8.118 Meihana Kereopa;
- 8.8.119 Kainu Kereopa;
- 8.8.120 Hana Kereopa;
- 8.8.121 Oriwia Kereopa;
- 8.8.122 Kerenapu Kereopa;
- 8.8.123 Kerehoma Kereopa;
- 8.8.124 Hori Koao;
- 8.8.125 Amiria Mahanga;
- 8.8.126 Manihera Maihi;
- 8.8.127 Hamiora Pene;
- 8.8.128 Mangotangata Pene;
- 8.8.129 Pipi Pinaki;
- 8.8.130 Kaaro Pitama;
- 8.8.131 Pirihira Pitama;
- 8.8.132 Wirihana Pitama;
- 8.8.133 Hariata Pokiki;
- 8.8.134 Hoani Pokiki;
- 8.8.135 Mere Pokiki;

8. GENERAL, DEFINITIONS AND INTERPRETATION

- 8.8.136 Pirimona Pokiki;
- 8.8.137 Hohepa Pokiki;
- 8.8.138 Paramena Pokiki;
- 8.8.139 Amiria Raharuhi;
- 8.8.140 Te Okooko Rihia;
- 8.8.141 Taake Rihia;
- 8.8.142 Mania Rihia;
- 8.8.143 Wirihana Ruru;
- 8.8.144 Karena Tahuariki;
- 8.8.145 Mere Karipi Tahuariki;
- 8.8.146 Pinaha Tapuriia;
- 8.8.147 Unaiki Tauhanga;
- 8.8.148 Hapi Tauhanga;
- 8.8.149 Harata Tauhanga;
- 8.8.150 Neha Tauhanga;
- 8.8.151 Reupene Tauhanga;
- 8.8.152 Hori Taupua;
- 8.8.153 Henare Te Aha;
- 8.8.154 Patahipa Te Hiko;
- 8.8.155 Roka Te Karu;
- 8.8.156 Rota Te Kawau;
- 8.8.157 Hemuera Te Kawenga;
- 8.8.158 Hohepa Te Kiaka;
- 8.8.159 Noa Te Koki;
- 8.8.160 Paora Te Piki;
- 8.8.161 Ihaka Tekateka;
- 8.8.162 Henare Temutini;
- 8.8.163 Matahaere Temutini;
- 8.8.164 Kunare Temutini;
- 8.8.165 Rore Temutini;
- 8.8.166 Koroneho Titi;
- 8.8.167 Mere Toro;

8. GENERAL, DEFINITIONS AND INTERPRETATION

- 8.8.168 Aporo Torohanga;
- 8.8.169 Matiaha Tumaunga;
- 8.8.170 Nuna Tumaunga;
- 8.8.171 Te One Mekerika;
- 8.8.172 Hoana Moanaroa;
- 8.8.173 Tahiri Moanaroa;
- 8.8.174 Pirihira Ngamiro;
- 8.8.175 Kaaro Nukuhoro;
- 8.8.176 Rora Pairama;
- 8.8.177 Hikiera Paora;
- 8.8.178 Kiti Paora;
- 8.8.179 Turia Pene;
- 8.8.180 Matina Waihaere;
- 8.8.181 Mere Whaki;
- 8.8.182 Hemi Whiro;
- 8.8.183 Wi Piti Tukihono;
- 8.8.184 Tame Wiremu;
- 8.8.185 Pirihia Wirihana;
- 8.8.186 Maraea Tumaunga;
- 8.8.187 Timoti Tupuranga;
- 8.8.188 Haimona Turi;
- 8.8.189 Wiremu Waaka;
- 8.8.190 Tiripi Waaka;
- 8.8.191 Kuraihamia Waaka;
- 8.8.192 Whowhenga Waaka;
- 8.8.193 Ina Waaka;
- 8.8.194 Kaaro Wirihana;
- 8.8.195 Tamati Wirihana;
- 8.8.196 Pani Wirihana;
- 8.8.197 Tiritiri Wirihana;
- 8.8.198 Pairama Wirihana; and
- 8.8.199 Nohotahi Wirihana.

**MANDATED NEGOTIATOR AND SIGNATORIES**

8.9 In this deed:

8.9.1 **mandated negotiator** means the following individual:

(a) Mark Moses;

8.9.2 **mandated signatories** means the following individuals:

(a) Mark Moses;

(b) Sharyn Smith;

(c) Teone Smith;

(d) Waihaere Mason;

(e) Gena Moses-Te Kani;

(f) Wayne Hemi; and

(g) Peter Meihana.

**ADDITIONAL DEFINITIONS**

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

**INTERPRETATION**

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

**SIGNED** as a deed on 23 October 2010

**SIGNED** for and on behalf of  
**NGĀTI KUIA** by the mandated  
signatories in the presence of:

Signature of Witness

Witness Name:

Occupation:

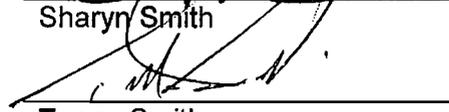
Address:



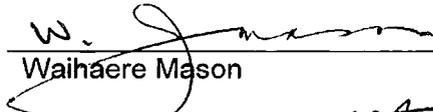
Mark Moses



Sharyn Smith



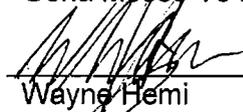
Teone Smith



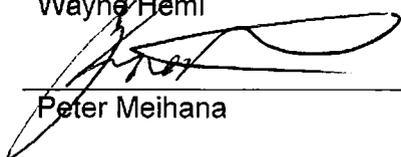
Waihaere Mason



Gena Moses-Te Kani



Wayne Hemi



Peter Meihana

**SIGNED** by the Trustees of  
**TE RUNANGA O NGĀTI KUIA TRUST**  
in the presence of:

Signature of Witness

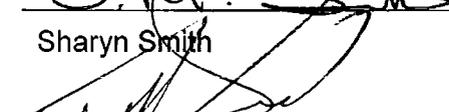
Witness Name:

Occupation:

Address:



Sharyn Smith



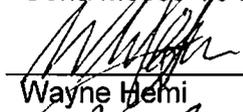
Teone Smith



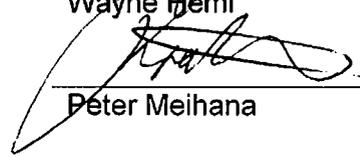
Waihaere Mason



Gena Moses-Te Kani



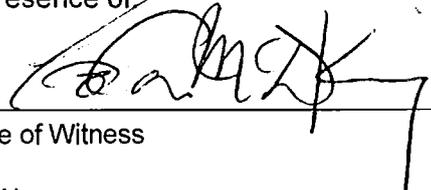
Wayne Hemi



Peter Meihana

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

  
\_\_\_\_\_  
Hon Christopher Finlayson

  
\_\_\_\_\_  
Signature of Witness

Witness Name:

Occupation:

Address: 

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

  
\_\_\_\_\_  
Hon Simon William English

  
\_\_\_\_\_  
Signature of Witness

Witness Name: 

Occupation: 

Address: 

Other witnesses/members of Ngāti Kuaia who support the settlement

*[Handwritten signature]*

*[Handwritten signature]*

Wita Taylor

Pa Rangitata Pataka  
Quirkawa Manihara  
Kororapu Grace Saxton

*[Handwritten signature]*

Cherrie Koroanui Hemi

William Hemi Whiro

Jane Putsch (Wehipehane)

Kay Cootes (Wilson)

Diari Christina Taylor

DAVID ROBB

Robbie (Mahana)

Seturangi Kuraiti nee McGregor

Tawhiti Kuraiti *[Signature]*

Te Ahimarino Kuraiti

Grace Lewis

Jane Humphreys

Martha Hartley

Larry Hartley

Dorcas Florence Albathery

*[Handwritten signature]*

Other witnesses/members of Ngāti Kuaia who support the settlement

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*  
(Archibaron)

Tania-Toni

~~*[Handwritten signature]*~~

M. A. H. H. H.

~~*[Handwritten signature]*~~

Lena Chanters  
Les Chanters

*[Large handwritten signature]*  
~~*[Handwritten signature]*~~

Belin - Hippolite

Kaye Marie Hippolite - Hettig

~~*[Handwritten signature]*~~

*[Handwritten signature]* Irene G. Stretch  
CM Nemi

*[Large handwritten signature]*

Other witnesses/members of Ngāti Kuaia who support the settlement

Mihana

Ellen Van Nestelroy  
Zion Van Nestelroy

✓  
Ralph Byers

★

Te Manawa Tuomey-Waitae

Kassiana-Barrett-Hemi

CHARLIE ADRIAN KINGI PHILLIPS

Nestor

Zac & Katelyn Hemi

~~Garry~~ H. H. H.

Adrian Hemi

Rebecca Hemi

~~Italo~~

Erin Hemi

L.E.M. GIBBLE

Yellman

E.R. J. GIBBLE

W. Palatchic

Ashly Hemi

Wayne Palatchic

Tahlia Hemi

~~Palatchic~~

George W. Welguckun

Seels

R7W Hemi

~~10505~~  
Alpha

Priscilla Hemi

John L.

Shane Paratene

Donna Huntley Graig x  
Kathrine Julia Taylor

Other witnesses/members of Ngāti Kuaia who support the settlement

Te Waingongora  
~~Matthew~~  
Ad Lim  
Trance matthews

Nicola Jane Hemi  
Cameron Marchbank  
Daniel Marchbank  
Joshua Mead  
Katie Mead  
Linda Mead.  
Melissa Linton  
Carolin Linton  
Blaine Hemi  
Tamati James Wilson  
Wale Jurels.

A. N. Well

MATT BAILEY  
TAMA BAKER  
Rik: Baker. Baker  
Lucas Baker

Terry Whakataki Hapi  
(Wahene Hemi Whiro Smith)

Hapi  
Kewiri McGregor  
Venerable [Signature] QSM  
[Signature] (meihana)

Other witnesses/members of Ngāti Kuaia who support the settlement

Ihaia yok gee Kereama Kunaatituri na riria  
Te Waimātoro Albert  na  
holkowitz mcgregor)

Richard Rowley

Doug Rodley

M. Rex Rodley

Ray Crose

Denis Marfell

Daniel Fox

Jayden Stance,

Marion Marfell

Paula Perkins.

2016 Barbara Twomey (with name Taylor)

Troy Reilly

Ally

Alayna Cairns

McVerry

Steve Bingham

Leigh Joyce

Other witnesses/members of Ngāti Kūia who support the settlement

Richard Walli

N. G. Hemi

T. H. Hemi

Mugui McDonald

Kyiah Duncan

Michaeladuncan

CHERYL DUNCAN

Sharni Duncan

Eddie Duncan

Michael Duncan

WARREN DUNCAN

Jaime Duncan

Ashelin Cowin-Duncan

Ashley Cowin Duncan

Jim Davis

Kaitiaki

GARY RAWIRI WEHIPEIHANA

TIPU WEHIPEIHANA

NGATI KUIA WEHIPEIHANA

TE RANGI APIA WEHIPEIHANA

TE WAIKOPIA WEHIPEIHANA

Tui Hancock

Isabella Hirini

Hokio George McDonald

Carol McDonald

Mandy Fyfe

Michael Fyfe

LYNOA PEDERSEN

Ani

Schm Moses

Blad Cairns

Debbie Pedersen

Tukuae Moses

Taitaviki Moses

Karey Moses

Seppelt

Other witnesses/members of Ngāti Kūia who support the settlement

Teone Sciascia  
Mariamaddeneawe Ferris Melanzio

Alejo Alareto Ferris  
Kathleen Stretch.

Ariana Fox  
Cecelia Wade  
Koro Wotele

ĀWHINA TWOMEY  
Ngahua Twomey - Waitani

Jaritta chloe Pash (Hemi)  
Seylan Bo Gordon  
Tekani Matiu Gordon

Louis PINKER-mehana

MOKOIA HEKA PINKER  
Bailey Onowski  
RILEY ONOWSKI

TE MAUNGA RONGO WILSON  
Billy Wilson  
JAMES HEMI  
RAYAN OLOWSKI

Other witnesses/members of Ngāti Kuaia who support the settlement

Carlzigh Hemi

Brittany Hemi

Tyler Hemi

Katherine Hemi

Bryon Wayne Hemi

Cynthia Lewis

Michelle & McDougall

Kurawari Pomare

Janise Robyn May Moore

Pakura Apitahi Kemi

~~James Wilkinton Mac Donald~~

Campbell Newman Ashby

Berena Ashby

Ani Rautihi (Taylor-Wirihana Whanau)

Deana Marchion (nee Kesler)

Mashaylah-Kereia Teuhoro-Marchion

Kereahu Wehipeihana-Teihana

Alenda Faith Wilson

Tania Marie Lepere-Wilson

Wairani Piata Khy Wilson-Wikoro

Janine Veronica Smith (Smith)

Vanessa Whareaha

Steve Mac Donald (H. Peckey)

Kando Peckey

Ezra Littleton (Ezra Littleton)

Moana Smith (Moana Smith)

Other witnesses/members of Ngāti Kūia who support the settlement

TE WAIAPONGA Albert

Sally Albert

Wade Cooper

Turua Kenu

Kim Hillbrite

Te Kenahi Teira

Quatiki Whanau

Arama Wakeheld - Seasara

D. J. Moses

LARA COATES

Amelia Hemi

Noel Hemi Whiro

Annie Hemi Whiro

Kawana G. R. Hemi Whiro

Lino Gauri Walker

James Hesteria Walker

Amber Huntley  
Diane Huntley

Kare Huntley

Te Manuira Koroa ka kore

Other witnesses/members of Ngāti Kuaia who support the settlement

Monell of Kelly 2010  
Ko Boyce

Tasha PTO Uting  
A Jilpa  
Fitu Filipo

Te Arohapumau Albert-Kuraiti (Mcgregor)

Henri Smith JMSmit

Ngāi-Tahue Hirne Pūtehua Hakarai a

Am

Am

K. J. Jil

R. B. Bally

T. B. Bally  
Arohanui Tgaro Aldridge

Lilly

Paul Beverly

Lilly M.

~~Handwritten signature~~

Isla Tanna ~~at the time~~

Powhiri Cooper Tainui Waikato

Mano Hart.

Dymoses.

Flynn

Robb

Ennae. (Makopua Raka Imae)

Chanelle Ashby

Toia Gibbons-Smith

Sued LeMaha.

Unaiiki. June Walker.

FRANCES, D. MAHER.

~~Handwritten signature~~

~~Handwritten signature~~ Tainui

Atiti. N. Tainui

Quincy Hippelitte P. Powhiri DALLSCOPE

Melanie McGregor

Other witnesses/members of Ngāti Kuaia who support the settlement

*V. Waikanae*

**Other witnesses/members of Ngāti Kuia who support the settlement**

**Other witnesses/members of Ngāti Kuia who support the settlement**

(

(

**Other witnesses/members of Ngāti Kuaia who support the settlement**

(

(

**Other witnesses/members of Ngāti Kuia who support the settlement**

(

(