

**TE ĀKITAI WAIOHUA**  
**and**  
**TE ĀKITAI WAIOHUA SETTLEMENT TRUST**  
**and**  
**THE CROWN**

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**DEED OF SETTLEMENT OF**  
**HISTORICAL CLAIMS**

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## DEED OF SETTLEMENT

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### PURPOSE OF THIS DEED

This deed –

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

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**DEED OF SETTLEMENT**

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**DEED OF SETTLEMENT**

**THIS DEED** is made between

**TE ĀKITAI WAIOHUA**

**and**

**TE ĀKITAI WAIOHUA SETTLEMENT TRUST**

**and**

**THE CROWN**

## 1 BACKGROUND

### TE ĀKITAI WAIOHUA ORIGINS

“Te Kāhu Pokere o Tāmaki Makaurau e kore i ngaro i te hinapouri”

Te Ākitai Waiohua descend from the original people of the whenua (land) who inter-married with crew members from early migratory waka (canoe) travelling through Tāmaki Makaurau (Auckland), including the Tainui waka, to form early groups such as Ngā Oho and Ngā Iwi. From these ancient ancestral links, Te Ākitai Waiohua have maintained customary interests and ahi kā (continuous occupation) in Tāmaki Makaurau.

Waiohua emerged out of Ngā Oho, Ngā Iwi and other groups through the Te Ākitai Waiohua tūpuna (ancestor) Huakaiwaka or 'the consumer of canoe', who was responsible for unifying several hapū (sub-tribes) into one body. This confederation of tribes was called Waiohua and held influence over much of Tāmaki Makaurau with Huakaiwaka as the paramount chief. Through the mana (authority) of Huakaiwaka and his descendants, Waiohua gained its own special identity and maintained customary interests throughout Tāmaki Makaurau.

Huakaiwaka had a son Te Ikamaupoho, who eventually became paramount chief of Waiohua in his time. Te Ikamaupoho also had a son Kiwi Tāmaki, the founding ancestor of Te Ākitai Waiohua. In turn, Kiwi Tāmaki had a son Rangimatoru, who begat a son Pepene Te Tihi, who had a son Ihaka Takaanini. The majority of the registered members of Te Ākitai Waiohua today are descended from Ihaka's son, Te Wirihana.

Te Ākitai Waiohua are direct descendants of Huakaiwaka and Kiwi Tāmaki through the male rangatira or chief line, not by marriage or other relationship. This clear patrilineal association and direct whakapapa (genealogy) to the whenua makes Te Ākitai Waiohua unique among the iwi (tribes) of Tāmaki Makaurau.

Ngāti Te Aua and Ngāti Pare of Waiohua are considered hapū of Te Ākitai Waiohua primarily through Paretutanganui, the wife of Kiwi Tāmaki and daughter of Tarahape. Kiwi Tāmaki has whakapapa links to the Ngāti Pou hapū of Waiohua including through his great great grandfather Poutūkeka. Similarly, Paretutanganui has a whakapapa connection to the Ngāti Taihaua hapū of Waiohua through her great great grandfather Taihaua. The union of Kiwi Tāmaki and Paretutanganui had the effect of connecting these descent lines together.

Te Ākitai Waiohua are descendants of Waiohua who, contrary to some accounts, were not a conquered people. In the mid-18th century Māori relatives of Waiohua responded to a serious breach of tikanga (customary protocol) with a series of significant pakanga (wars) in which many were killed including the chief Kiwi Tāmaki, who became the last paramount chief of Waiohua upon his death. Thereafter, the victors came onto the land of those Waiohua with whom they had fought. These people immediately took the necessary steps to connect with Waiohua who had the underlying rights to the land with formal peace-making symbolised through strategic marriages. Te Ākitai Waiohua re-occupied their lands alongside their newly arrived relations and still remain in Tāmaki Makaurau to this day.

## DEED OF SETTLEMENT

### 1: BACKGROUND

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This association to the whenua was expressed in the early part of the 1820s, when a tauā (war party) of northern Māori travelled south and launched an unsuccessful attack on a pā (settlement) in Tāmaki at Waipuna in an area now known as Panmure. Those in the pā had some forewarning of the approaching tauā and sent for help. Te Ākitai Waiohua warriors were among a tauā of around 100 men who responded to the request for aid. Arriving the day before the pā was attacked, this tauā assisted in its successful defence. A counter-attack was launched and the invaders were repulsed. The attacks from the north continued. Towards the end of 1821, the main pā in Panmure fell. In May 1822, a tauā of northern Māori successfully attacked another pā in the Waikato. In February 1825, the northern Māori were victorious at a battle against Tāmaki Makaurau and Kaipara forces.

In the wake of these attacks many of the residents of Tāmaki Makaurau left their homes and sought safety in other places including the Waikato. Almost ten years later, these groups returned under the protection of the great Waikato chief, Te Wherowhero. To facilitate this return in December 1835 there was a peacemaking between iwi groups at Pūkeke on the Tāmaki River. A second peacemaking hui with iwi took place at Ōtāhuhu involving the different groups within Tāmaki Makaurau. These peacemakings were also facilitated by the chief Te Wherowhero, whose mana was such that he would eventually be crowned the first Māori King in 1858.

The return of these groups to Tāmaki Makaurau, including Te Ākitai Waiohua, was cautiously conducted at various sites, including Karangahape, Māngere, Ihumātao, Onehunga, Horotiu (Auckland Central) and Ōrākei. Eventually, Te Ākitai Waiohua took up their former kainga (villages) at Pūkaki (Māngere), Waimahia (Weymouth), Waimihia (Conifer Grove), Kirikiri (Red Hill/Papakura), Puhinui and Te Wharau (Burswood) under the leadership of their chief, Pepene Te Tihi. In 1832 Te Ākitai Waiohua are recorded by a Pākeha traveller as being at Pūkaki as well as Ōrākei. By all accounts, Te Ākitai Waiohua returned home to Tāmaki Makaurau to maintain their ahi kā in the region.

In the early 1830s, Wesleyan and Anglican missionaries began travelling through Tāmaki and Manukau. In 1836, the Wesleyans established the first mission station along the Manukau Harbour on the Awhitu Peninsula. However, this station did not last long. In 1837 the Anglican Church Mission Society missionaries also established a station on the Awhitu Peninsula. Te Ākitai Waiohua contact with missionaries during the 1830s is demonstrated by their chief Te Tihi's adoption of the Christian name Pepene of the missionary catechist who established a mission in Maraetai in the late 1830s. This also reveals the early importance of Christianity to the people of Te Ākitai Waiohua, which would play an important part in its relationships and position with the Crown and other groups in the future.

Before 1840, the greatest centres of commerce between Māori and Pākeha were located in the Bay of Islands and Hokianga. Although before 1835 there had been very little contact between Māori and Europeans on the Tāmaki isthmus, this slowly began to change with several small land transactions being completed before 1840 just north of the Waitematā Harbour. Te Ākitai Waiohua had customary interests in these northern Waitematā lands through their Ngā Oho, Ngā Iwi and Ngāti Poataniwha whakapapa. The association with Ngāti Poataniwha is

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### 1: BACKGROUND

established primarily through Rangihuamoā, the wife of Huakaiwaka and grandmother of Kiwi Tāmaki, and Moenoho, the wife of Rangimatoru and mother of Pepene Te Tihi.

In addition, during the late 1830s, the Te Ākitai Waiohua chiefs Ihaka Takaanini and Mohi Te Ahi a Te Ngu occupied Ōrākei alongside those who were later involved in the Waitematā land transactions. Te Ākitai Waiohua maintains that it also had interests in these land transactions and sites in the wider region such as Waiwharariki (Takapuna), Maungauika and Takarunga.

Te Ākitai Waiohua believe that the loss of its key leaders in the 1860s, including Ihaka Takaanini and Pepene Te Tihi, had a lasting effect on the iwi. Te Ākitai Waiohua lost its voice and profile in Tāmaki Makaurau without clear rangatira representation, rendering the iwi virtually invisible to many third parties. Te Ākitai Waiohua was not able to adequately protect and develop its land and resources or form key relationships that would otherwise be facilitated by its leaders. Te Ākitai Waiohua also lost a large section of its population that had little reason to remain part of an iwi without leadership or an economic base and little visibility in Tāmaki Makaurau. The events surrounding this state of affairs remain a significant part of the Te Ākitai Waiohua Treaty of Waitangi claim against the Crown, which has led to the negotiation of a deed of settlement.

## **DEED OF SETTLEMENT**

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### **1: BACKGROUND**

#### **NEGOTIATIONS**

- 1.1. Te Ākitai Waiohua gave Te Ākitai Waiohua Iwi Authority a mandate to negotiate a deed of settlement with the Crown. Te Ākitai Waiohua gave the mandated entity the mandate on 5 March 2011.
- 1.2. The Crown recognised the mandate on 18 July 2011.
- 1.3. The mandated negotiators and the Crown –
  - 1.3.1. by terms of negotiation dated 4 December 2012, agreed the scope, objectives, and general procedures for the negotiations; and
  - 1.3.2. by agreement dated 16 December 2016, agreed, in principle, that Te Ākitai Waiohua and the Crown were willing to enter into a deed of settlement on the basis set out in the agreement; and
  - 1.3.3. since the agreement in principle, have –
    - (a) had extensive negotiations conducted in good faith; and
    - (b) negotiated and initialled a deed of settlement.

#### **RATIFICATION AND APPROVALS**

- 1.4. In June 2014, Te Ākitai Waiohua approved the governance entity receiving the redress by a majority of 77.71%.
- 1.5. Te Ākitai Waiohua have, since the initialling of the deed of settlement, by a majority of 97.54%, ratified this deed and approved its signing on their behalf by the governance entity.
- 1.6. Each majority referred to in clauses 1.4 and 1.5 is of valid votes cast in a ballot by eligible members of Te Ākitai Waiohua.
- 1.7. The governance entity approved entering into, and complying with, this deed by formal resolution on Tuesday, 10 August 2021.
- 1.8. The Crown is satisfied –
  - 1.8.1. with the ratification and approvals of Te Ākitai Waiohua referred to in clauses 1.4 and 1.5; and
  - 1.8.2. with the governance entity's approval referred to in clause 1.7; and
  - 1.8.3. the governance entity is appropriate to receive the redress.

## **DEED OF SETTLEMENT**

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### **1: BACKGROUND**

#### **AGREEMENT**

1.9. Therefore, the parties –

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

1.9.2. agree and acknowledge as provided in this deed.

#### **OFFICIAL OR RECORDED GEOGRAPHIC NAMES**

1.10. The place names referred to in this deed that are not official or recorded geographic names, within the meaning of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008, are listed in paragraph 5.5 of the general matters schedule.

## 2 HISTORICAL ACCOUNT

- 2.1. The Crown's acknowledgement and apology to Te Ākitai Waiohua (Te Ākitai) in part 3 are based on this historical account.
- 2.2. This historical account describes the relationship between the Crown and Te Ākitai from 1840 and identifies Crown actions and omissions which have caused grievance to Te Ākitai over many generations. It provides context for the Crown's acknowledgement of its Treaty breaches against Te Ākitai and for the Crown's apology to Te Ākitai.

### TE ĀKITAI PRE-1840

- 2.3. Te Ākitai is a kinship descent group of the Waiohua, Ngā Iwi and Ngā Oho iwi which maintained customary interests throughout an area stretching from Mahurangi and southern Kaipara in the north, down to the Waikato River and across to the Hunua Ranges in the south. The founding ancestor of Te Ākitai was Kiwi Tāmaki, who was the great chief of Tāmaki Makaurau through to the 18th century. Kiwi Tāmaki was also the grandson of Huakaiwaka—from the 17th century. Huakaiwaka is the founding ancestor of Waiohua, the united confederation of ancient iwi and hapū that occupied Tāmaki Makaurau.
- 2.4. In the early 1820s, Māori armed with muskets made a series of incursions from the north. Te Ākitai, along with other iwi of Tāmaki and Manukau, sought refuge with relatives in the Waikato and elsewhere. However, the northern Māori did not attempt to permanently occupy the vacated lands. Those Te Ākitai who were living in the Waikato returned almost a decade later and resumed their customary rights and ahi kā. After their return, Te Ākitai took up its former kāinga (villages) at Pūkaki and other places in the district under the leadership of Pepene Te Tihi.
- 2.5. After the return of Te Ākitai and other groups to Tāmaki and Manukau in the mid-1830s, tensions arose between them over customary interests south of the Tāmaki isthmus. Between 1836 and 1839 several iwi, including Te Ākitai, negotiated transactions with an Anglican missionary for a large tract of land known as the Tāmaki block. One of the objectives of these transactions was to allow Māori to occupy the land without conflict. In 1837 the missionary wrote on the back of one of the deeds that the iwi and hapū who had sold the land, including Te Ākitai, would retain at least one third of the block “for their personal use for ever.”
- 2.6. The missionary later made further payments to Te Ākitai chiefs and others for the Tāmaki block. In November and December 1839 Mohi te Ahi a te Ngu, Pepene Te Tihi, Ihaka Takaanini (son of Pepene Te Tihi) and other leading rangatira of Te Ākitai signed two receipts for payments from the missionary.
- 2.7. In January 1840 Te Ākitai was involved in another transaction with a private party over the Waimai block located at Taotaoroa in the Manukau District. Mohi, described as a

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## DEED OF SETTLEMENT

### 2: HISTORICAL ACCOUNT

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chief of 'Ākitai' and Ihaka, described as a chief of 'Ngāti Pare', a hapū of Te Ākitai, were among those who signed the deed.

- 2.8. Te Ākitai does not view these early transactions as purchases, but rather reciprocal agreements over the use of land. Traditional Māori land ownership was communal and involved ongoing obligations. This differed considerably from the European concept of exclusive property rights which could be bought or sold. Prior to 1840, Te Ākitai had limited experience of European land tenure and its expectations regarding pre-Treaty transactions differed from the expectations of settlers.
- 2.9. In March 1840, missionaries brought te Tiriti o Waitangi/the Treaty of Waitangi to Tāmaki and collected sixteen signatures. Te Ākitai believe that the chief who signed the Treaty as 'Mohi' is Mohi te Ahi a te Ngu of Te Ākitai.

#### **EARLY CROWN PURCHASES IN SOUTH AUCKLAND**

- 2.10. Following the signing of the Treaty, the Crown selected Waitematā Harbour as the site of the new capital. As settlement progressed, the population of Auckland swiftly increased to almost 2,900 settlers by 1842.
- 2.11. In the early 1840s Crown agents began to negotiate purchases to provide for the settlement at Auckland. In January 1842, the Crown purchased the Papakura block from Ngāti Taihaua (a Waiohua hapū related to Te Ākitai) for £400 and six horses. The block was not surveyed when it was purchased and estimates of its size range between 9,000 and 30,000 acres. The six signatories included Ihaka Takaanini and Pepene Te Tihi. The deed provided that a reserve at Waimihia would be set aside from this purchase.
- 2.12. The Crown also sought to purchase land from other south Auckland iwi. However, customary rights in Tāmaki and Manukau were complex and nuanced, and during the 1840s the Crown often entered into transactions in the Auckland region before it fully understood the customary interests in the land.
- 2.13. In 1842, the Crown began negotiations with another iwi to purchase land at Pukekohe, where Te Ākitai occupied land. The strong rights of Te Ākitai to the land were later recognised by a Crown official, who reported that all the principal Māori in the area had testified that Mohi was the party with the strongest claim to the block. During 1842 and 1843, competition arose between iwi over rights in this area. A Crown official identified several iwi who claimed interests in the land, including Te Ākitai. Pepene Te Tihi opposed the proposed sale unless a reserve was made at Pukekohe. On 7 December 1843, after Te Tihi withdrew his opposition, the Crown and representatives of the other iwi signed the deed for the Pukekohe No.1 purchase, which covered 32,000 acres of land. Nobody from Te Ākitai signed the Pukekohe No. 1 deed, although Pepene Te Tihi's son, Ihaka Takaanini, was present when the boundaries of the purchase were fixed.
- 2.14. In 1844 the Crown began negotiations with another iwi for the Ramarama block, which lay between Papakura and Mangatāwhiri and was later estimated at 18,000 acres. In

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**DEED OF SETTLEMENT**  
**2: HISTORICAL ACCOUNT**

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June 1846, the Crown paid members of another iwi for their interests in the block. Other iwi and hapū, including Te Ākitai, informed the Crown they also had interests in the land, but did not receive any payment until 1852. The Crown presented this transaction to Te Ākitai as a completed purchase, and did not give it the option of retaining the land.

**THE TĀMAKI AND WAIMAI OLD LAND CLAIMS**

- 2.15. In 1840 the Crown established a Land Claims Commission to investigate pre-Treaty land transactions between Māori and private parties. The Commission would conduct an investigation into the claimed transactions and make recommendations to the Crown whether or not to make an award of land to settlers. If the Crown considered the land was validly purchased, it would make a grant of the land to the settler claimant. If the land the Crown considered to have been validly purchased exceeded the amount it was willing to grant to individual settlers, the Crown's policy was to retain for itself the balance of the land as 'surplus,' on the basis that the original pre-Treaty transaction had extinguished Māori customary title.
- 2.16. The Land Claims Commission generally confined its attention to the transactions recorded in deeds, and to the evidence placed before it. The Commission did not usually investigate the broader customary interests of Māori in the land under consideration or whether the parties to the transaction were the rightful owners, nor did it seek to determine what Māori understood the transaction to mean.
- 2.17. The Commission investigated the Tāmaki transaction in 1841 and 1842. During that investigation Pepene Te Tihi and Ihaka Takaanini denied selling a portion of the block in which they held interests. Overall, the Commissioners considered an equitable and total alienation had been conducted by the missionary but recommended the land referred to by Te Tihi and Takaanini be excluded from any Crown grant to the missionary. The Commissioners also recommended that all of the original Māori vendors were entitled to be left in 'undisturbed possession' of the undefined one-third of the block that the missionary had formally recorded would be returned to them. However, the Commissioners did not define the land to be set aside for the Te Ākitai chiefs or the third of the purchase to be returned. No survey of the block had been completed by this time and its size was uncertain, although a 1948 Royal Commission concluded that the block contained nearly 83,000 acres of land.
- 2.18. In 1847, after the transaction had been considered by another Commissioner, the Crown eventually granted the missionary 5,500 acres. The Crown then retained the remainder of the land, amounting to approximately 78,000 acres, as 'surplus'. The Crown made no assessment of the adequacy of lands remaining in the possession of Te Ākitai following its acquisition of this part of their rohe as "surplus" land. In 1850 the Crown purchased 400 acres of the Tāmaki block from the missionary and paid the missionary almost as much in this one transaction as the original Māori owners had received from the missionary for the entire Tāmaki block. The village of Ōtāhuhu was subsequently built on this land.

## DEED OF SETTLEMENT

### 2: HISTORICAL ACCOUNT

- 2.19. After the Commission reported on the Tāmaki block, questions remained over the one-third area to be returned to the Māori vendors and the land Te Ākitai had denied selling. In June 1851, Mohi te Ahi a te Ngu wrote to the Governor stating that settlers were taking up lands that Te Ākitai had not included in the transaction with the missionary. In response, in June 1851, the Crown paid Te Ākitai £100, a cart and a plough to relinquish its claims to land within the Tāmaki block, including any claims to the land that the missionary had recorded would be reserved for Māori. In addition, it was stipulated that a 260 acre reserve at Te Wharau, on the southern bank of Pakuranga Creek in the general location of the modern suburb Burswood, would be set apart for Te Ākitai.
- 2.20. The Crown also took surplus lands from the Waimai block, which the Commission investigated in 1844. The amount of land involved in the original transaction was nearly 2,000 acres, and the Crown made three grants to settlers of 350 acres each, retaining the “surplus” of just over 900 acres.

Fig 1: Old Land Claims



### LAND TRANSACTIONS UNDER PRE-EMPTION WAIVERS

- 2.21. Under article two of te Tiriti o Waitangi/the Treaty of Waitangi the Crown held a right of pre-emption, which meant only the Crown could purchase land from Māori. The Crown intended to generate revenue by selling to settlers land purchased from Māori. However, by 1843 the population of Auckland was in decline, leading to falling property prices and increasing Government debt. In an effort to revive land sales and generate revenue, in March 1844 Governor Robert FitzRoy issued a proclamation that allowed private parties to apply for waivers to purchase land directly from Māori. Purchasers had to apply to the

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**DEED OF SETTLEMENT**  
**2: HISTORICAL ACCOUNT**

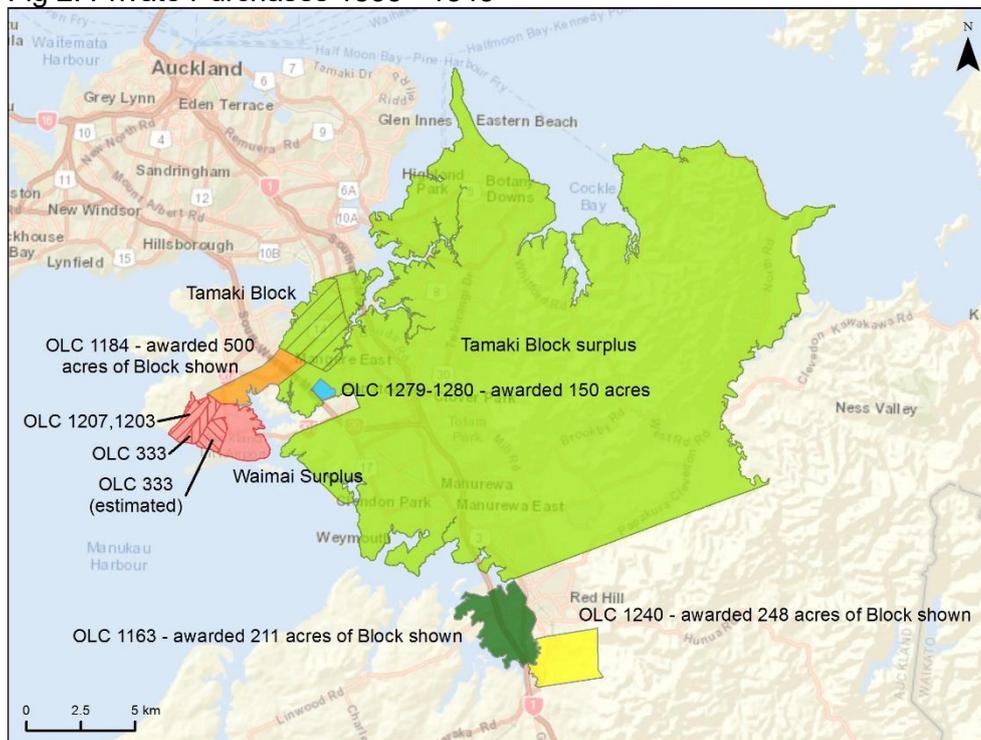
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Crown for a waiver and pay the Crown ten shillings an acre, although the fee was reduced to one penny per acre in October 1844.

- 2.22. Te Ākitai was involved in five of these pre-emption waiver transactions around Pūkaki and Papakura involving comparatively well-defined parcels of land. Two land transactions around Pūkaki involved 1,800 acres, while the three near Papakura involved 5,500 acres. Te Ākitai also began at least three additional negotiations with settlers for land at Pūkaki and Papakura which were never finalised. Te Ākitai entered these transactions in an effort to attract resident settlers. As far as the available evidence suggests, the Pākeha involved in the transactions were not speculators and intended to settle.
- 2.23. In 1845 Governor George Grey replaced FitzRoy and stopped issuing pre-emption waiver certificates because he wished to strengthen the Crown's control of land purchases from Māori. In 1846 Grey formally abolished waivers of pre-emption, and also appointed Commissioners to investigate the pre-emption waiver transactions. As with pre-Treaty transactions, the Crown applied a 'surplus' lands policy to pre-emption waiver transactions, taking up to 5,800 acres of the 7,200 acres Te Ākitai sold through pre-emption waivers. The Crown did not make payments to Māori vendors for the land it acquired in this manner.
- 2.24. Other iwi in the area also sold land under pre-emption waivers, and in some cases this was land in which Te Ākitai had interests. When considering these transactions, the Commission did not always adequately investigate customary interests, leading in some cases to the Crown taking land as surplus even though all Te Ākitai interests had not been extinguished. In 1851, surveys of Crown land taken from pre-emption waiver transactions at Opaheke and Mangapikopiko, near Papakura, were challenged by the Te Ākitai hapū, Ngāti Pare. In 1852, the Crown paid £280 to extinguish Ngāti Pare interests in these blocks.

## DEED OF SETTLEMENT 2: HISTORICAL ACCOUNT

Fig 2: Private Purchases 1835 - 1845



### CROWN ACQUISITIONS OF TE ĀKITAI LAND: 1844-1854

- 2.25. After ending the pre-emption waivers system in 1845, the Crown resumed its own purchases of land in the Auckland region. From 1848, the Crown's general policy was to acquire Māori land as quickly as possible at nominal rates ahead of settler demand. The land was then on-sold to Pākeha buyers at a greatly increased value, thereby creating much needed funds for the Crown. Crown officials told Māori the real value they would receive from the sale would come through the benefits of European settlement.
- 2.26. This policy resulted in several large purchases within the Te Ākitai rohe. Between June 1853 and March 1854, the Crown purchased the 57,141 acre Hikurangi block, the 32,000 acre Pukekohe No. 2 block and the 20,097 acre Hunua block from Te Ākitai and other neighbouring iwi. In April 1854 Donald McLean, the Chief Commissioner of the Land Purchase Department, was instructed to purchase all the lands between Auckland and the Waikato River, in order to meet the requirements of the growing town. That month, the Crown purchased approximately 43,700 acres north of the Waikato River in the Waiuku No. 1 block from several iwi, including the Te Ākitai hapū Ngāti Pare.
- 2.27. During this period, the Crown also purchased a number of smaller blocks. On 19 January 1848, the Crown purchased the Paraheka or Ākitai block containing 1,030 acres from "Chiefs and men of Te Ākitai". The block, for which the Crown paid four mares, was located on the south side of Manukau Harbour near Karaka. The boundaries of this block were not finally settled until 1853. In eight weeks in mid-1853 the Crown made five

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**DEED OF SETTLEMENT**  
**2: HISTORICAL ACCOUNT**

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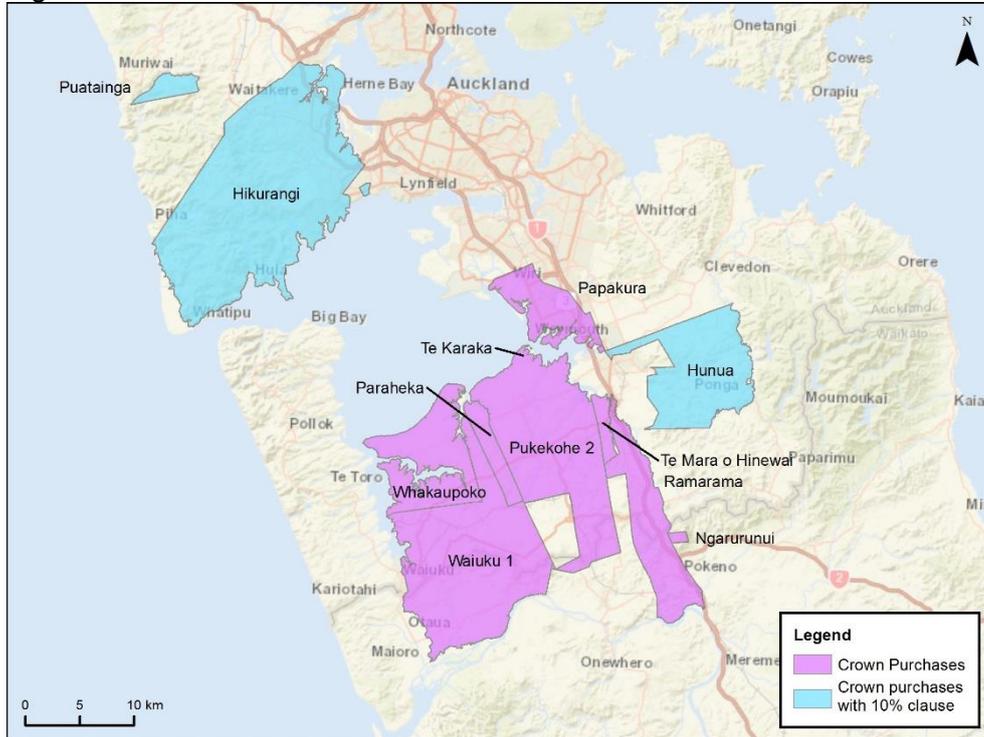
purchases involving Te Ākitai, these being Te Maro-o-Hinewai (4,820 acres), the Mangaripa block (604 acres) an extension to the earlier Ramarama purchase (estimated to be 1,400 acres), the islands in Papakura Creek (Pahurehure Inlet) (78 acres), and the Ngarurunui block (855 acres). On 23 March 1854, the Crown purchased the Puatahinga Block from two chiefs, including Ihaka Takaanini of Te Ākitai, for £100, and in July it purchased the Takapautōtara block for £400 from a number of chiefs, including Ihaka and Pepene Te Tihi. The Crown did not create any reserves through these transactions, although the purchase of three Papakura islands specifically excluded the foreshore, with the boundary at the high-water mark. A witnessed note added to the deed of sale indicates that this was intended to protect the fishing rights of Te Ākitai.

- 2.28. By the end of 1854, the Crown had acquired all the land of Te Ākitai in the Manukau area. The few reserves created as part of these transactions were the only land remaining in the possession of Te Ākitai, amounting to just 11,000 acres.
- 2.29. There were deficiencies in the Crown's approach to purchasing, particularly the Crown's failure to survey land or adequately investigate customary interests before finalising purchases. In several cases, the Crown purchased land it had supposedly already acquired. In 1852 the Crown paid £50 to those groups, including Te Ākitai, with interests in Ramarama who were not included in the 1846 transaction. In November 1854, just months after Te Ākitai signed the Waiuku No. 1 deed, the Crown repurchased the entire block as part of the larger Whakaupoko purchase.
- 2.30. In May 1853 a Crown official considered the 1843 Pukekohe purchase and concluded that Te Ākitai had not received adequate compensation for its interests in the block, which the official considered to be substantial. In June, nearly a decade after the original purchase, the Crown paid £200 to Mohi te Ahi a te Ngu and Pepene Te Tihi on behalf of 'all the Ākitai Tribe' for their interests at Pukekohe. As part of this transaction, the Crown agreed to create Te Awa Nui o Taikehu reserve for Te Ākitai at Pukekohe.
- 2.31. The prices the Crown paid for land were generally low, which the Crown justified on the basis that Te Ākitai would gain other benefits from European settlement, including increased access to trade and a growth in the value of its remaining land. In 1853 and 1854 the Crown included clauses in the Hikurangi, Hunua and Puatainga deeds stipulating that ten per cent of the funds raised by the Crown from the resale of the land would be used for the benefit of Māori through funding schools and hospitals, annuities for chiefs and the construction of mills. However, these clauses, which came to be known as 'the ten percent' clauses, were not included in most purchase agreements. The economic benefits Te Ākitai have received were ultimately limited by the scale of Te Ākitai land loss, which hindered its ability to participate in the economic success of the region.
- 2.32. During 1856, owners of Te Ākitai reserve land at Papakura and Karaka for several months opposed an attempt by the Auckland Provincial Government to put a road running south from Auckland through their land, bringing work to a stop. However, with

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the agreement of Ihaka Takaanini, the Government was able to purchase sufficient land for the road to proceed.

Fig 3: Crown Purchases 1842 - 1856



### ENCROACHMENT ON TE AWA NUI O TAIKEHU, 1853-58

- 2.33. The 1853 purchase deed for Pukekohe No. 2 had specified that a reserve named Te Awa nui o Taikehu would be created for Te Ākitai. A sketch plan of the reserve was annexed to the deed but the reserve was not immediately surveyed, despite Te Ākitai having verbally recited the boundaries to the officials involved.

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Fig 4: Plan of reserve, annexed to purchase deed for Pukekohe No 2



- 2.34. Later in 1853, a Crown surveyor surveyed the land without Te Ākitai present. A Crown official later reported that the reserve should have contained approximately 5,000 acres but the surveyor had only set aside 3,155 acres within his survey. The surveyor then purchased from the Crown land he had excluded from the reserve. The surveyor later on-sold the land to settlers who made it their residence and built improvements on it.
- 2.35. Ihaka Takaanini and Mohi te Ahi a te Ngu protested to the Government almost immediately after the survey was made, writing to and visiting the Government several times. They wanted the location and size of the reserve to align with their earlier agreement with the Crown. They noted that land left out of their reserve and occupied by settlers included urupā and other important sites, and rejected a Crown proposal to provide them an equivalent amount of land in another location. The Pukekohe reserve, as they had initially identified it, was to be ‘a permanent place for our children forever.’ The chiefs noted on 4 December 1857: ‘This is not a matter having reference to Maori customs, it is from the law of the Queen and of the New Zealand Government, for you have been appointed as the loving friend of all the people, to cause the Pakeha and Maori to live properly together forever.’
- 2.36. Ihaka and Mohi continued their protests until a compromise was reached in 1858, in which the Crown purchased from Te Ākitai 500 acres of the reserve which were occupied by settlers. The £100 paid by the Crown was considerably less than the £300 sought by Te Ākitai. The rest of the land wrongly excluded from the reserve was returned

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to Te Ākitai, and the Crown provided the affected settlers with monetary compensation and land elsewhere.

- 2.37. Ihaka and Mohi were unwilling to sell any of the reserve to the Crown. Te Ākitai believe they only did so after considerable pressure from the Crown.

**TE ĀKITAI WAIOHUA, KĪNGITANGA AND THE PROSPECT OF WAR**

- 2.38. Despite the rapid alienation of much of its rohe, Te Ākitai maintained several key kāinga at Pūkaki and Papakura and took advantage of economic opportunities created by its proximity to Auckland. Although no official population figures exist, it is possible to estimate that in the 1850s the Te Ākitai population was at least 300 men, women and children. At the beginning of the 1860s, Pukekōiwiriki pā and the neighbouring settlement of Te Aparangi on the Kirikiri stream, in the hills east of Papakura, at the modern-day suburb of Red Hill, were under the control of Ihaka Takaanini. Māori living at Te Aparangi supplied Papakura and Auckland with vegetables and fruit from their gardens and orchards. Further south, it appears that after 1860, the reserve at Pukekohe became an important place of occupation. The clearing of the reserve for cultivation had been a community effort after which allotments for cultivations were distributed.
- 2.39. Before the 1860s Te Ākitai maintained good relations with Pākeha and the Crown. Ihaka was known to the settlers as ‘old Isaac’ and was considered a great friend of the Pākeha. In 1856, Ihaka was described in the press as ‘attached to the Europeans’. In 1858 he was appointed as an Assessor, a role in which he worked with a Pākeha Resident Magistrate in the administration of law within the Auckland district. Ihaka’s intervention helped keep the peace on more than one occasion, including once at Patumāhoe in 1860 where he prevented a potentially fatal assault on Donald McLean. As later noted by the Minister of Defence, William Fox: ‘Ihaka, by his personal influence at the last moment, curbed the passions of the Maoris and averted calamity’. Fox also wrote of Ihaka: ‘He was a man of great natural humour, and much courtesy of manner, and held a high position among the tribes connected with Waikato.’ According to a newspaper report, at a large hui at Ngaruawāhia in May 1860, where the war in Taranaki was discussed, Ihaka ‘spoke for peace and amity with the white men.’ Mohi also built positive relationships with Pākeha and after his death was described in the press as ‘an old friend of the white people’.
- 2.40. By 1860, the leadership of Te Ākitai were disenchanted by their experiences with the Crown. In Auckland in 1860 the Crown convened the Kohimarama Conference, a large hui for Crown and iwi representatives to discuss issues relating to te Tiriti o Waitangi/the Treaty of Waitangi, land sales, and law and order. One of the speakers at the conference was Mohi te Ahi a te Ngu, and he bitterly reflected on the land transactions he had participated in:

“Tukua ana e au toku whenua a Tamaki ki a koe, ki runga i te kohua, i te paipa, i te paraikete, i te tupeka. Ko toku he tenei. Kia whakaatu ahau i to he: ka tukua mai a te Kawana e te Kuini, hei tiaki i nga tangata Maori o te motu nei. Ka mea a te Kuini

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kia Kotahi te ture mo te Pakeha mo te Maori. Ka tukua e ahau oku whenua, i a koe anake te ture kahore [kāore] he ture i au. Ko te tahi tenei o ou he; ka mea ahau kia retetia toku whenua, a te Wharau, ka mea koe “Kahore [Kāore],” na, kei a koe anake te ture.”

Later in his speech Mohi continued:

“Kahore [Kāore] oku whenua. Kua riro katoa oku whenua i runga i toku kuaretanga. No te rironga o aku whenua i a koe ka kataina ahau e koe mo toku kuaretanga.”

- 2.41. This was reported in both te reo and English translation by a contemporaneous newspaper, which translated Mohi’s speech as:

“I sold my land at Tāmaki to you in return for iron pots, pipes, blankets and tobacco. This was my fault. Now let me point out your fault. The Queen sent the Governor here to protect the Natives of this Island. The Queen said that there should be one law for the Maori and the Pakeha. I sold my lands: but you keep the laws, and do not allow me to share in them. Here is another of your faults. I desired to rent my land at the Wharau. You said “No.” You only enjoy the law. [...] I have no lands. I parted with my lands whilst I was in ignorance. After you had acquired all my lands you laughed at me for my folly.”

- 2.42. The Kīngitanga or King movement was founded in 1858 in the Waikato to create a Māori political authority to engage with the Crown and respond to the growing tension caused by land sales. Te Ākitai has whakapapa links to Waikato iwi that were established after the arrival of the Tainui waka in Tāmaki Makaurau. The Waikato has also been an important place of refuge during times of conflict. After the Tāmaki region was raided by northern Māori armed with muskets in the early nineteenth century, an important Waikato chief, Te Wherowhero, travelled back and stayed with Te Ākitai and other iwi to offer protection and help reoccupy Tāmaki Makaurau. In 1858, Te Wherowhero became the first Māori King. These factors, along with its experiences in land transactions through to the 1850s, led Te Ākitai to become a part of Kīngitanga. Due to these strong historical associations, the people of Te Ākitai are adherents of Kīngitanga to this day. During the 1860s Ihaka Takaanini, Mohi te Ahi a Te Ngu and all of Te Ākitai became adherents of the Kīngitanga, while continuing to profess their friendship towards Pākeha.
- 2.43. However, in 1861 a report appeared claiming that Takaanini was one of the leaders of an 8,000-strong war party conspiring to attack Auckland. Governor Grey dismissed the rumour as nonsense, but he considered it to be indicative of rising tensions between the races.
- 2.44. In 1862, the Crown began building a courthouse, with attached police station and accommodation for a force of sixty men, at Te Kohekohe, on the west bank of the Waikato River south of Meremere. This was with the support of a local chief, and despite Kīngitanga opposition. On 8 March 1863, Ihaka Takaanini and Mohi te Ahi a Te Ngu

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passed through Te Kohekohe, returning home to Pūkaki from the Waikato. They sent a message to the Waikato warning that the building of the courthouse would bring death. As a result, the next day a tauā (war party) of around sixty Waikato warriors went to Kohekohe to try and remove the timber intended for the courthouse. This led to conflict when the local Māori resisted and several people were injured. The tauā left, but returned in larger numbers and removed the timber.

- 2.45. The Native Minister wrote to Ihaka Takaanini and Mohi te Ahi a Te Ngu blaming them for the incident and demanding an explanation. Ihaka Takaanini and Mohi te Ahi a Te Ngu responded with joint and individual letters explaining that their remarks were simply a reference to the courthouse being built on the wrong land. The explanation was not accepted, however, the Crown continued to blame the chiefs. Soon afterward, Ihaka Takaanini and Mohi te Ahi a Te Ngu were struck off as assessors.
- 2.46. The New Zealand Government increasingly came to perceive the Kīngitanga as a challenge to the Queen's sovereignty. On 9 July 1863, Governor Grey ordered that all Māori between Auckland and Waikato take an oath of allegiance or face expulsion south of the Waikato River. Resident magistrates were dispatched with the Governor's proclamation to Māngere, Pūkaki, Ihumātao, Kirikiri, Patumāhoe, Pōkeno and Tūākau. Two days later, on 11 July, Grey ordered the invasion of the Waikato. He also proclaimed that any Māori resisting Crown authority could have their land confiscated. On 12 July Crown forces crossed the Mangatāwhiri stream into Kīngitanga territory.

### EVICTION, ARREST AND IMPRISONMENT

- 2.47. In the days before the invasion, a Resident Magistrate visited Pūkaki and reported that the people there were preparing to leave for the Waikato, entrusting their chapel and a burial ground to the Anglican church. The Resident Magistrate gave Mohi te Ahi a te Ngu a copy of the Governor's proclamation to read out to the people at the settlement.
- 2.48. In the meantime, a Native Department official had gone to Pukekōiwiriki pā and seen Ihaka Takaanini on 10 July. The Crown official later reported that Ihaka Takaanini had understood the proclamation of 9 July would be a positive order to leave. However, once he saw that he could remain, the chief indicated that he would do so with some of his men, 'allowing all those that chose to go to Waikato, to do so, rather than that they should remain, and eventually lead them into difficulty.' The official also reported that Ihaka had pointed out to him that there were many old people and some eight or nine sick persons in their group, and he asked for one or two days to enable those who were going to Waikato to make some arrangements for the conveyance of their property and the invalids.
- 2.49. Ihaka Takaanini, Mohi te Ahi a te Ngu and a large group from Te Ākitai and other iwi subsequently gathered near Kirikiri (a pā in the hills near Papakura, at the site of the modern-day Pukekōiwiriki). This gathering drew the attention of local settlers, leading to rumours that a force was gathering behind the front line to make a stand. On 15 July 1863, the Native Minister Francis Dillon Bell travelled from Auckland to find out what was

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happening at Kirikiri. At that time Ihaka Takaanini was very ill. Bell explained to Ihaka Takaanini and Mohi te Ahi a te Ngu that the Governor's proclamation did not necessarily mean eviction. He promised that any person who signed the oath of allegiance could return to Pūkaki. Mohi te Ahi a te Ngu explained that he and others of Te Ākitai may have previously considered signing the oath to ensure that they could remain in peace at their homes. Now, however, the war had begun and it was too late. Mohi was reported to have said 'The Pakehas had attacked Waikato. And he should therefore go to join his people, and live or die with them.'

- 2.50. When the Native Minister returned to Auckland on the evening of 15 July, several of those present believed he would return the following day. Ihaka Takaanini and Mohi te Ahi a te Ngu agreed that Ihaka would lead a party of the old, the ill and the women and children back home to Pūkaki while Mohi and his warriors would go south. Ihaka Takaanini had determined, that when Bell returned, he would sign the oath of allegiance for the good of his people. One government official who visited Ihaka around this time later testified that 'I never understood him to refuse to take the Oath or [refuse to] deliver up his arms.'
- 2.51. The Native Minister did not return. On the same day he visited Kirikiri two settlers were found tomahawked near Ramarama. Some Crown officials suspected Ihaka of instigating the killing and on 16 July 1863, after Bell's departure from Kirikiri, Crown troops arrested all those at Kirikiri. The troops apprehended Ihaka Takaanini and 22 others including Ihaka's father, wife, children and cousins. Mohi and around eighty others had already left by then.
- 2.52. Crown forces took Ihaka Takaanini and those of Te Ākitai captured with him to Drury. From there, they were conveyed under guard to Ōtāhuhu where they were received by a crowd of settlers 'who hissed and hooted' at the prisoners, and at the Bishop of New Zealand who was there in support of Te Ākitai. The prisoners were then removed into the military stockade.
- 2.53. Meanwhile, Te Ākitai who went south with their chief Mohi fought in a guerilla campaign from July to October 1863, part of the Waikato War which affected south Auckland and continued through to 1864. Many died in action against Crown forces, especially at the battles at the east Pukekohe church and at Burt's farm at Paerata. The Crown developed a military depot south of Pukekohe called Camerontown to transport troops and supplies along the Waikato River from Port Waikato in the west to Pōkeno and Tūākau in the east. Camerontown was also attacked by Māori forces in September 1863 resulting in human casualties on both sides. It is not known what became of those members of Te Ākitai who neither went with Mohi nor were captured with Ihaka.
- 2.54. The Crown detained Te Ākitai at Ōtāhuhu for almost four months without charge or being given a hearing. The treatment they received was later described by Minister of Defence, William Fox, as being 'of a very stringent character'. Over time, this captivity brought severe health impacts. By the end of August, an unnamed female Te Ākitai prisoner was reported as being of 'unsound mind'. She was committed to the lunatic asylum 'for safer

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keeping and treatment.’ On 31 August 1863, two of the Te Ākitai prisoners were reported as ill and sent into Auckland to the Colonial Hospital. Ihaka’s father, Pepene Te Tihi, died on 20 September following an attack of bronchitis. Two of Ihaka’s children also died during the imprisonment at Ōtāhuhu. By 5 October, all prisoners were described as ‘far from being healthy’. The widespread illness was attributed to the state of confinement and poor diet. Ihaka Takaanini was said to be dying and it was reported that he felt ‘very much the loss of his father and two children.’ On 30 October 1863 it was recorded that the prisoners wished to be moved to another hut because two of their number had died in the hut in which they were held. Although this request was agreed to, the Te Ākitai prisoners had endured this breach of tapū for several weeks.

- 2.55. During September 1863, the Attorney General advised there were insufficient grounds for charging Ihaka with any criminal offence and that a prosecution was unlikely to eventuate or succeed. That same month an official of the Native Department was instructed to enable Ihaka and his party to move to the Waikato if they wished to go there but by November they were still in custody at Auckland. William Fox later recalled:

“The prisoners had been taken by His Excellency’s express orders, on suspicion only, having been guilty of no overt act of rebellion; no specific charge had been made against them; they were detained under no legal warrant; they were in the custody of Imperial officers, and not of the Colonial Government; and the Attorney General had twice advised that there was no evidence to convict them of any offence. It was extremely difficult to suggest any course which should not compromise either the Governor, who had arrested them, or the Ministry to whose lot it fell to release them.”

- 2.56. In November 1863, a new government took office and finally released the prisoners, placing them on Rākino Island (also known as Motuhurakia) in the Hauraki Gulf, about 15 kilometres from Auckland. Rākino Island belonged to Governor Grey and was not within the immediate Te Ākitai rohe. The Te Ākitai group on Rākino were supplied with a whale boat, two horses, a plough and other agricultural implements.
- 2.57. Ihaka Takaanini died in early 1864, about two months after arriving at Rākino Island. Although long recorded as being ill, commentators ascribed his death to more than physical causes. On 18 January 1864, the *New Zealand Herald* reported the death of Ihaka Takaanini noting that ‘...confinement and the loss of caste, which imprisonment entails on a Maori chief, so preyed upon him that he has, it appears, sunk under it.’ According to Māori traditions recorded in the 1930s Ihaka was ‘always grieving for his tribe and his home of the happy days before the war...The Maoris say he died of grief and love for the people – “aroha ki te iwi”’. It is not known how long the remaining refugees stayed on Rākino Island, but they appear to have remained at least four years. There was little to return to as the Crown had confiscated much of their remaining land after the Waikato War. Of the 300 estimated pre-war population, only ten persons of Te Ākitai eventually returned to Manukau. Te Ākitai believe that as an iwi, they have never been able to fully recover from the loss of leadership and dispersal of population that occurred as a result of the Waikato War. Te Ākitai also maintain that this missing

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leadership and population aggravated the effects of lost Te Ākitai traditional knowledge, economic opportunities and representation in Tāmaki Makaurau.

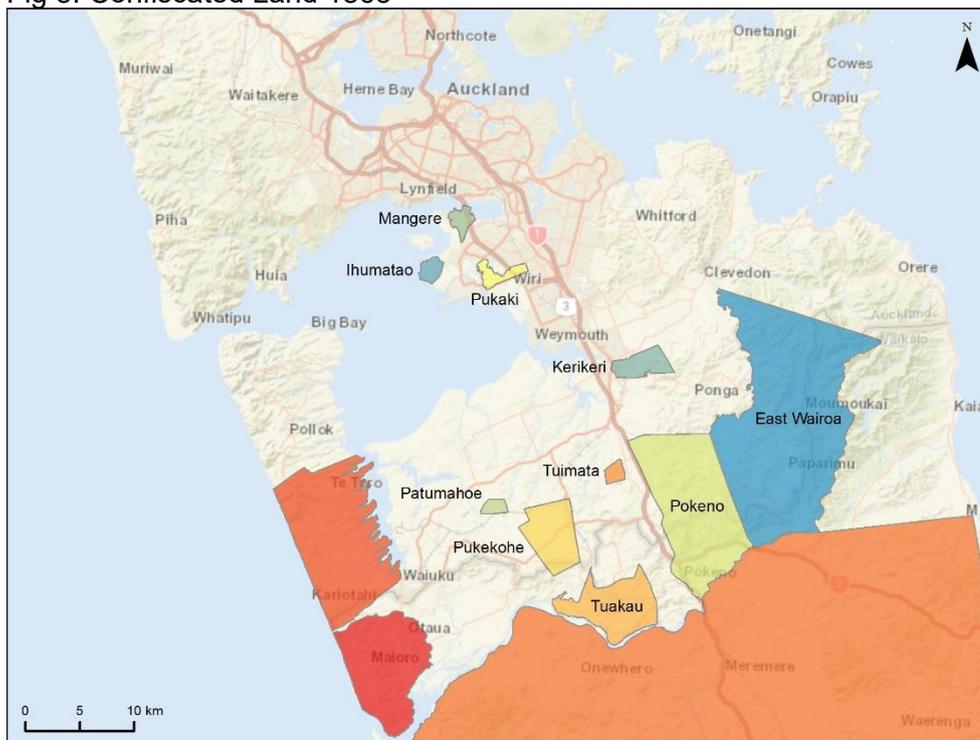
**RAUPATU**

- 2.58. The New Zealand Settlements Act 1863 enabled the Government to confiscate land from Māori whom the Governor deemed to be in rebellion and to use that land for settlement. The Governor could proclaim any district subject to the Act if he were satisfied that a Māori ‘tribe or section of a tribe or any considerable number thereof’ were in rebellion as of 1 January 1863. On 30 January 1865, the Governor proclaimed the East Wairoa and West Pukekohe Blocks as confiscation districts under the Act. The West Pukekohe block was the Te Awa Nui o Taikehu reserve that had been created for Te Ākitai from the Pukekohe No.2 purchase. On 16 May 1865, the Māngere, Pūkaki, Ihumātao, and Kirikiri Blocks were proclaimed districts under the Act.
- 2.59. The New Zealand Settlements Act established the Compensation Court, which entitled Māori who had remained ‘loyal’ to claim compensation for land that had been confiscated from them. During 1865 and 1866 there were a series of hearings held in relation to land confiscated from Māori in the Auckland district after the Waikato War. As Ihaka and Pepene were dead, Mohi was gone and some Manukau Māori were considered rebels, it was difficult for the surviving members of the iwi to provide information to the Compensation Court to support their claims. During the Pūkaki block Compensation Court hearing held in February 1866, a Te Ākitai witness was challenged to provide information of a traditional nature to support Te Ākitai claims to the block. He replied that Ihaka and Mohi were the rangatira who held the iwi’s traditional knowledge.
- 2.60. Te Ākitai claimants had to rely on working with other groups to put forward their case. When, for instance, the Compensation Court heard evidence in relation to Pōkeno from March to May 1865, Riria Ratauhinga (the widow of Ihaka Takaanini) did not attend, but a rangatira of another iwi put forward evidence on behalf of Riria. The Court awarded Riria and her children £30 in compensation.
- 2.61. On 24 April 1865, the Compensation Court heard evidence in relation to the West Pukekohe confiscation block, which was previously the reserve known as Te Awa nui o Taikehu. The principal claimants were members of four Te Ākitai whānau and included Ihaka Takaanini (the son of the chief of the same name who had died in 1864). During the case, the Crown produced evidence intended to show that the elder Ihaka had been in rebellion and was therefore not entitled to any compensation. The Court considered that Ihaka ‘had not committed any act which would induce any court of justice to say he had forfeited his personal rights and liberty to his land’. The Court ultimately awarded £4614 in compensation to the Ākitai whānau, which in light of evidence given to the Court by a surveyor, was approximately one third of the value of the reserve at the time.
- 2.62. Other Compensation Court cases in which Te Ākitai participated or had its interests acknowledged by others included, Tuhimata, Ihumātao, Kirikiri, Pūkaki and East Wairoa. In some cases, such as Tuhimata and Ihumātao, it received no compensation. In East

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Wairoa and Kirikiri, as in West Pukekohe, its claim was acknowledged but compensation was paid only in cash meaning that all of its land was lost to them forever. Only in Pūkaki was land returned. Eighty-six acres out of the original 350-acre reserve were returned to Māori. The raupatu substantially reduced the Te Ākitai land base and the cash awards made by the Compensation Court did not rectify this. By 1880 the iwi was virtually landless, and without a landbase, struggled to sustain itself and rebuild as an iwi.

Fig 5: Confiscated Land 1863



### IMPACT OF THE NATIVE LAND LAWS ON TE ĀKITAI WAIOHUA

- 2.63. Parliament established the Native Land Court under the Native Lands Acts 1862 and 1865 to determine the owners of Māori land 'according to native custom' and to convert Māori customary title into title derived from the Crown. Through these laws the Crown also set aside its pre-emptive right of purchase, allowing Māori owners to lease and sell their lands to private parties or to the Crown once title had been awarded. Amongst other things, the Crown intended these Acts to facilitate the opening up of Māori customary lands for Pākeha settlement. Māori were not represented in Parliament when this legislation was introduced, and Te Ākitai was not consulted about these Acts.
- 2.64. As a result of previous Crown purchases and confiscation, Te Ākitai landholdings were very limited by the time the native land laws were introduced. Nevertheless, the native land legislation still had a significant effect on Te Ākitai. During March 1867, the Native Land Court heard a succession case over Ihaka Takaanini's interests in relation to the reserve land that had been set aside from the 1842 Papakura purchase. Although the land was acknowledged as a native reserve, a Crown grant of 1,120 acres had been

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made in 1863 solely in the name of Ihaka Takaanini. The question following Ihaka's death was whether this land had been held in trust for the whole tribe or whether it should be inherited by Ihaka's children.

- 2.65. The Chief Judge found in favour of Ihaka Takaanini's heirs. In doing so, the choice of establishing English tenure over Māori custom was made clear: 'It would be highly prejudicial to allow the tribal tenure to grow up and affect land that has once been clothed with a lawful title, recognised and understood by the ordinary laws of the country.' In applying the native land laws, the Chief Judge considered it the duty of the Court 'to cause as rapid an introduction amongst the Maoris, not only of English tenures, but of the English rules of descent.'
- 2.66. The Native Land Court also determined title to small pieces of Te Ākitai land that had not been purchased or confiscated, such as the small island of Wiroa near Pūkaki. A title investigation was held in 1867 and the land granted to two Te Ākitai individuals who applied, there being no opposition raised in Court. Similarly, this occurred with Waingaore and Te Karaka both of which were awarded to fewer than six persons.
- 2.67. In 1868 the Native Land Court investigated ownership of the Ōrākei block. No claim was brought forward on behalf of Te Ākitai. Te Ākitai maintain that if Ihaka Takaanini or Pepene Te Tihi were alive or Mohi te Ahi a Te Ngu had returned from exile, there would have been a Te Ākitai case presented before the Court. The 1869 judgment did not recognise any Waiohua interest.

**PAYMENT OF THE TEN PERCENT**

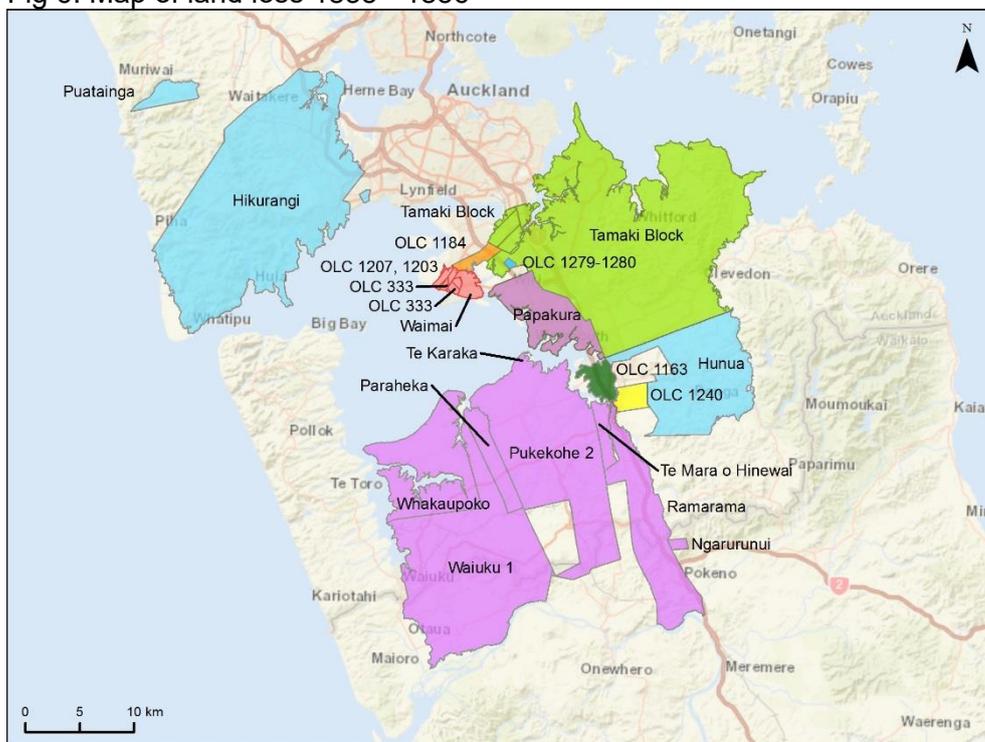
- 2.68. In 1874, a Crown official travelled to Auckland for the purpose of making payments from the 'ten per cent' funds set aside from the Hikurangi, Puatahinga and Hunua blocks. According to the deeds of purchase, ten per cent of any money made by the Crown through reselling the blocks was to be set aside for the benefit of Māori, particularly the establishment of schools and hospitals. Over the twenty years since the Crown purchase of these blocks from Te Ākitai in 1853 and 1854, £3000 had accrued to the fund. No payments had been made to Te Ākitai during this substantial period of time, nor had Te Ākitai been consulted about how the fund should be spent. £450 had been used for the construction of the Ōrākei Bridge, which was of general benefit to Māori and Pākehā alike.
- 2.69. The Crown official met with what he considered to be a fair representation of the original owners for each block and negotiated a division of the funds. It was decided that £1250 would be put towards hospitals and schools and £1000 was paid directly back to the original vendors and their descendants, including £80 specifically for the education of Ihaka Takaanini's sons. £150 was set aside for former owners not present, and the Crown retained £100 to cover the costs of managing the fund.
- 2.70. In 1876 the former owners of the Hunua block decided that the amount set aside for schooling was more than the number of their children required and requested a

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redistribution of the fund. The Crown paid a further £122 directly to the former owners, including £10 for Ihaka Takaanini's children. Despite Māori petitions through until the 1920s, the Crown did not make further payments to Te Ākitai from this fund. The Crown concluded in the 1920s that it had discharged its obligations under the ten per cent clause through general expenditure.

Fig 6: Map of land loss 1835 - 1856



### TE ĀKITAI WAIOHUA IN THE 20TH CENTURY

- 2.71. By the beginning of the twentieth century, the Te Ākitai community was based on the fifty acres of land awarded to Riria, wife of Ihaka Takaanini and mother of Te Wirihana, by the Compensation Court in 1866. While other Compensation Court awards were sold by the owners, Riria held onto her land, providing an opportunity for the remnants of Te Ākitai to rebuild a community at Pūkaki.
- 2.72. A new Pūkaki marae was constructed in 1890 and the people re-populated the area largely under the chief Te Wirihana. Pūkaki slowly became a sizeable community again, with up to 200 families living there by the 1950s. The marae dining hall (wharekai) could seat up to 1,000 people in one sitting.
- 2.73. However, this small land base remaining in Te Ākitai ownership did not meet the needs of its community, and Te Ākitai suffered from great poverty. During the influenza epidemic, cases were recorded at Pūkaki. During the Great Depression, Te Ākitai at Pūkaki had to rely on donations of clothing. By the mid-1930s, Māori living in Māngere and Onehunga were often described as destitute and experiencing poor housing

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conditions. Also by this time, it was estimated that 70% of Māori living in the Pukekohe borough suffered from tuberculosis, a disease often associated with poverty. By the mid-1940s, the Franklin Times of Pukekohe reported that Māori housing in the area continued to be substandard, with fears that epidemics would soon follow.

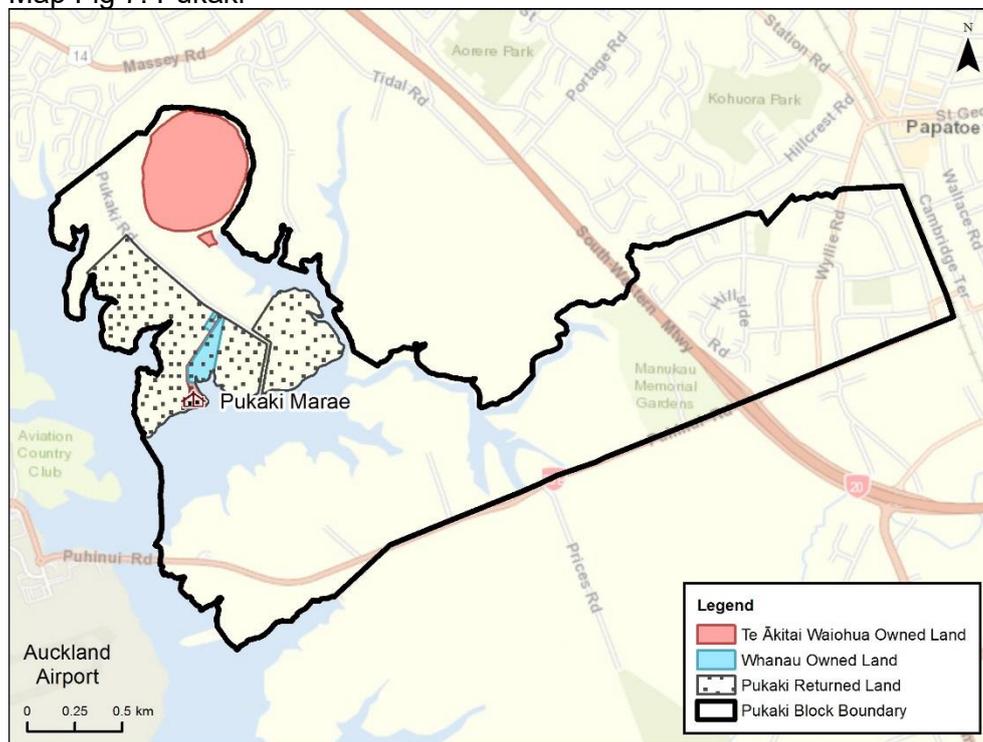
- 2.74. By the early 1930s the *New Zealand Herald* was reporting that the land at Pūkaki was underutilised, and Māori in the area were ‘living in squalor.’ The 1931 Native Land Development schemes and 1935 Native Housing Act provided a means by which Māori could access loans and, eventually, grants for building or maintaining housing. However, without a sufficient land base Te Ākitai could not access this assistance.
- 2.75. From the 1920s, Te Ākitai people had to seek employment away from their reserve, with many working in the Pukekohe market gardens where employment and housing conditions were often reported to be poor. A government survey of Māori within the Pukekohe borough and Franklin County in 1945 reported poor wages and work conditions, inadequate housing, widespread illiteracy, lack of tribal cohesion and the presence of discrimination from the wider community. Pukekohe was also notable for a high degree of racial discrimination, with reports as late as 1961 that local businesses such as hairdressers and bars refused to serve Māori and the local cinema only allowed Māori to sit in certain parts of the theatre.
- 2.76. Māori children in the Te Ākitai rohe also suffered from the Crown educational system’s low expectations for Māori education. The Crown system had much narrower expectations for Māori children than Pākeha, and sought to prepare most Māori children for manual occupations only.
- 2.77. The joint development of Auckland International Airport by the Crown and local government during the 1950s and 1960s created zoning restrictions and runway requirements that crippled the ability of Te Ākitai to maintain its marae and properties at Pūkaki. The marae and housing fell into disrepair. Te Ākitai remember losing their lands in part due to rising rating demands.
- 2.78. In 1947, Te Ākitai had asked the Māori Land Court to set three acres of its land aside as a Māori Reservation. This land contained the Pūkaki Marae. However, while the Māori Land Court twice made an order recommending the land be reserved, in both cases the Crown failed to act on the recommendation. In March 1947, an order was given by the Māori Land Court that the land be “gazetted to reserve the land” including the wharenui and a house as a marae and papakāinga reserve. This did not take place. Additionally, in 1953 the Māori Land Court, intending to create a road to the marae, sent another order that the land be gazetted by the Department of Māori Affairs. Again, it was not acted upon, although both the Māori Land Court and the land owners could have reasonably assumed that the reserve had been created, protecting the land. However, left ungazetted and open to alienation, in 1969 the land was unintentionally included in a private sale.

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- 2.79. By 1985, only 7.8 acres of Māori freehold land owned by different whānau members of Te Ākitai remained of the land returned by the Compensation Court. As the Te Ākitai land base diminished and continued to diminish over the century, the community at Pūkaki disbanded.
- 2.80. Today the only pieces of land held in tribal ownership were gifted by other parties. The land beneath the current Pūkaki Marae was gifted back to Te Ākitai by the private legal owner after it was learnt how iwi land had been lost. The Pūkaki Crater floor and Pūkaki urupā near the crater were gifted back to the iwi by the Manukau City Council following the Waitangi Tribunal's report on the Manukau Harbour claim. The Pūkaki urupā had fallen out of Māori ownership as it was sold while Te Ākitai were in exile following the Waikato War. Today Pūkaki urupā is still landlocked and the only access is through private land which requires the permission of the legal owner.

Map Fig 7: Pūkaki



- 2.81. The ongoing development of Auckland Airport and the establishment of a sewerage treatment plant in Ihumātao in the 1950s have had a severe impact on the environment within the Te Ākitai rohe and the iwi's access to kaimoana. Airport-derived pollution has run off into the Manukau Harbour and nearby Pūkaki and Waokauri Creeks, and interference with the flow of water from the building operations at the airport has increased siltation of Oruarangi Creek. The sewerage works and oxidation ponds were built directly over oyster and scallop beds, and caused unpleasant odours, insect infestations and the reduction of water quality and hydrology of the Manukau Harbour around Ihumātao. Airport foreshore reclamations and operation restrictions on activities

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within the area limited the ability for any traditional fishing to occur around Pūkaki and Ihumātao, while the fisheries and flow once associated with local waterways including Oruarangi Creek have been decimated.

- 2.82. Although the treatment plant, which sat next to Makaurau Marae, opened in 1960, individual members of Te Ākitai who had lived in the Ihumātao area were not connected to the sewerage scheme for nearly 20 years.
- 2.83. Local maunga (mountains) and volcanic cones of particular significance to Te Ākitai have been lost either partially or entirely due to mining and quarrying developments. The Waitomokia, Maungataketake and Matukutūruru maunga have disappeared due to quarrying and sections of the Puketutu (Te Motu a Hiaroa) and Matukutūreia cones have also been quarried away. Some places such as Te Tapuwae o Mataaoho (Sturges Park) have been heavily modified for modern development. These Manukau landmarks inhabited by ancestors of Te Ākitai are mostly or completely gone now in the name of urban progress.
- 2.84. In 1911, Pūkaki Lagoon (Te Pūkakitapu-o-Poutūkeka), a crater site of deep significance adjoining an urupā, was included in lands that were vested in the Auckland Harbour Board by the Manukau Harbour Control Act. The land was drained and farmed, but in the 1920s the crater was used as a racetrack. Although Māori petitioned for the land's return from at least 1929, the land was not returned for many decades. In the 1970s, a stock car track was built around its rim and part of the adjoining urupā was bulldozed, exposing human remains. To the north lies the Ōtuataua stonefields in Ihumātao, which remain as one of the last enduring and relatively unmodified examples of Te Ākitai occupation and history in the region.
- 2.85. In recent decades, the Manukau Harbour has continued to be affected environmentally by urban development and the infrastructure of Auckland city, including multiple urban projects and stormwater infrastructure, waste runoff and the discharge of raw sewerage through emergency overflow points around the harbour. Pollution and modification of the marine environment has also impacted upon its integrity as a natural resource. All of these examples show that the ability for Te Ākitai to meet its kaitiakitanga obligations is inextricably linked with the ongoing development of Tāmaki Makaurau.
- 2.86. During the nineteenth century, Te Ākitai sold its land to the Crown on the understanding that it would benefit from European settlement. However, without a land base, the ability of Te Ākitai to participate in the economy of the colony was limited, and the iwi gained little benefit from the thriving city of Auckland which had grown in their rohe.

### 3 NGĀ WHAKAAETANGA ME TE WHAKAPĀHA

#### NGĀ WHAKAAETANGA

##### He kupu whakataki

- 3.1. E whakaae ana te Karauna, ā mohoā nei i hapa tana whakaae tika i te ukiuki o ngā nawe i rongo ai a Te Ākitai Waiohua, ā, kua hipa noa atu te wā e tika ana kia arohia ēnei nawe.

##### Ngā whakaritenga whenua i mua i te Tiriti o Waitangi, otirā, i mua i te tau 1840

- 3.2. E whakaae ana te Karauna, nā te whakaaetanga o ngā hokonga whenua i mua i te tau 1840:
- 3.2.1. nāna i tango ngā eka whenua e 78,000 i te poraka o Tāmaki me ngā eka whenua e 900 i te poraka o Waimai, i mahara nei ia he whenua tūhene atu i ērā i kokorahotia rā e ētehi tauwiwhakatū kāinga nā ētehi whakaritenga i mua i te Tiriti, tae atu hoki ki ētehi whenua he pānga o Te Ākitai Waiohua ki reira;
- 3.2.2. i whakaae te tauwiwhakatū kāinga, nāna nei ngā mahi hoko, māna e whakahoki ki ngā ringaringa o Te Ākitai Waiohua me ētehi atu Māori tētehi wāhanga nui o ngā 'whenua tūhene' i te poraka o Tāmaki, engari i rāhuitia noa ihotia e te Karauna ētehi whenua rāhui, e 260 eka te rahi mō Te Ākitai Waiohua me te kore i arotake i te tika o taua rahi, waihoki kāore i tiakina te purutanga o aua whenua rā e rātou; ā,
- 3.2.3. kāore ia i whai kia tika te rūritia me te tautuhia o te poraka o Tāmaki, ā, kāore hoki i whai kia arotakengia te tika o te nui o ngā whenua i ngā ringaringa o Te Ākitai Waiohua i mua i te tango i ngā whenua tūhene i aua poraka e rua, ā, ko aua hapa tētehi takahanga i te Tiriti o Waitangi me ōna mātāpono.

##### Ngā whakakorenga i te mana hoko i te tuatahi

- 3.3. E whakaae ana te Karauna, i te horopaki o ngā hokonga i whakakore rā i te mana hoko i te tuatahi i te rohe o Te Ākitai Waiohua, i takahi ia i Te Tiriti o Waitangi me ōna mātāpono nā tana kore i arotake i te tika o te nui o ngā whenua i ngā ringaringa tonu o Te Ākitai Waiohua, nā te kore hoki i tika o tana whakatewhatewha i ngā pānga o Te Ākitai Waiohua i mua i te purutanga o ō rātou whenua hei whenua 'tūhene' i ngā hokonga i whakakore rā i te mana hoko i te tuatahi, kāore i whakaaetia.

##### Te kore i tiaki i ngā whenua rāhui

- 3.4. E whakaae ana te Karauna nāna i hoko whenua i a Te Ākitai Waiohua i waenga i te tau 1843 me te tau 1858 me te kore i arotake i te tika o te nui o ngā whenua i ngā ringaringa

## DEED OF SETTLEMENT

### 3: NGĀ WHAKAAETANGA ME TE WHAKAPĀHA

tonu o Te Ākitai Waiohua e ea ai ō rātou hiahia ā-hapori, ā-ōhanga rānei o nāianeī, o anamata hoki, ā, kāore ia i whai kia rawaka ngā whenua rāhui e tāpuia ana mō Te Ākitai Waiohua, e tiakina ana anō hoki kia mau tonu i a rātou. Nā tēnei hapanga, i takahia ai Te Tiriti o Waitangi me ōna mātāpono.

#### **Ngā painga, i tōna tikanga, ka hua i te hoko**

- 3.5. E whakaae ana anō te Karauna, nāna i mahara ai a Te Ākitai Waiohua, i tōna tikanga, ka puta he painga i te hoko whenua, tae atu ki te whakawhanaketanga o ngā kura, i ngā manaakitanga ā-hauora, me ētehi huarahi ā-arumoni, kāore rā i tutuki i ngā wā katoa, ā, e noho tonu ana tēnei hei nawe ki a Te Ākitai Waiohua.

#### **Ngā hokonga a te Karauna i mua i te tau 1865**

- 3.6. E whakaae ana te Karauna, nōna ka hoko whenua i te rohe o Te Ākitai Waiohua i waenga i te tau 1843 me te tau 1858:
- 3.6.1. i hokona mai i tētehi atu iwi he whenua i whai pānga rā a Te Ākitai Waiohua, i Pukekohe, i te tau 1842, heoi, ahakoa nā te whakaae rawa a Te Ākitai Waiohua i oti ai tērā hokonga, kāore te Karauna i utu i te utu e tika ana ki a Te Ākitai Waiohua mō ō rātou pānga, mō tōna tekau tau;
- 3.6.2. kāore ia i tāpui i te Whenua Rāhui o Te Awa-Nui-o-Taiehu, i whakaaetia rā e te Karauna me whakarite mō Te Ākitai Waiohua i tana hokotanga i te poraka o Pukekohe Nama 2, ā, i hoko whenua ia ki ngā tauwiwhi whakatū kāinga kāore i ngā ringaringa o te Karauna, i hiahiatia rā e Te Ākitai Waiohua kia purutia tonutia e rātou, ā, he takahanga tērā i Te Tiriti o Waitangi me ōna mātāpono; waihoki,
- 3.6.3. i hokona mai i tētehi atu iwi he whenua i whai pānga rā a Te Ākitai Waiohua, i Ramarama, i te tau 1846, ā, ka tāpaetia taua hokotanga ki a Te Ākitai Waiohua hei hokotanga kua oti kē nōna ka utu i te utu paremata i te tau 1852. He takahanga tēnei i Te Tiriti o Waitangi me ōna mātāpono.

#### **Ngā takaroatanga ā-rūri**

- 3.7. E whakaae ana anō te Karauna nā te takaroa o te Karauna ki te rūri i ana hokotanga me ngā whenua rāhui i tāpuia ai mō Te Ākitai Waiohua, i kino ake ai te pāngia o Te Ākitai Waiohua e te tūkinotanga i ngā hokotanga a te Karauna.

#### **Ngā whakaritenga 10 ōrau**

- 3.8. E whakaae ana te Karauna i whakaritea e ngā whakaaetanga ā-hoko e toru i te tau 1853 me te tau 1854 kia tekau ōrau o te moni whiwhi a te Karauna ka hua i tana hoko atu i tēnei whenua ki ngā tauwiwhi whakatū kāinga me whakapau hei painga mō te Māori, engari

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kāore a Te Ākitai Waiohua i whiwhi i ētehi painga pērā i raro i aua whakaritenga i muri i te tau 1876.

#### **Te pakanga**

- 3.9. E toaitia ana e te Karauna tana whakaaetanga o mua, i te whakataunga a Waikato-Tainui, i hē te mahi a ōna māngai me ōna kaitohutohu, i takahia hoki Te Tiriti o Waitangi i āna mahi ngātahitanga me te Kīngitanga, tae atu ki te nuinga o Te Ākitai Waiohua, nōna ka tuku i ana hōia kia whakawhiti i Mangatāwhiri i a Hūrae o te tau 1863, nōna hoki ka noho, kātahi ka raupatu i ngā whenua i te rohe o Waikato, ā, nā konei i tapangia hēngia ai a Te Ākitai Waiohua hei hunga ātete.
- 3.10. I te horopaki o te whakataunga o nāiane, e whakaae ana anō te Karauna:
- 3.10.1. nā ngā mahi hōia a te Karauna i te taha whakararo o Mangatāwhiri, i te rohe o Te Ākitai Waiohua, i mate ai, i panaia ai hoki a Te Ākitai Waiohua i ōna whenua; ā,
- 3.10.2. i raupatungia e te Karauna he whenua ki Wairoa ki te Rāwhiti, i whai pānga rā a Te Ākitai Waiohua. Kāore taua mahi i tōkeke, ka mutu i kaha rawa te karawhiunga, waihoki i takahi tērā i Te Tiriti o Waitangi me ōna mātāpono.

#### **Te pakarutanga o te iwi i muri i te pakanga**

- 3.11. E whakaae ana anō te Karauna, ā mohoa nei, kāore a Te Ākitai Waiohua e mōhio ana i ahatia rā ō rātou whanaunga i panaia rā e ngā mahi hōia a te Karauna, ā, e pāmamae tonu nei a Te Ākitai Waiohua i taua take.

#### **Te mauheretanga me te purutanga o Ihaka Takaanini**

- 3.12. E whakaae ana te Karauna:
- 3.12.1. i te tau 1863, i mauheretia e ngā hōia a te Karauna te rangatira o Te Ākitai Waiohua, a Ihaka Takaanini me ngā tāngata e 22 atu anō, he wāhine, he tamariki, he tūroro, he kaumātua hoki ētehi o ērā, me te kore i whai take kia pērā;
- 3.12.2. he rite te purutanga o ngā mauhere nō Te Ākitai Waiohua mō ngā marama e whā, me te kore i whai hāmenetanga, i whakawāngia rānei, ki te āhua o te pupuru taurangi me te kore i whakawāngia, ā, he takahanga tērā i Te Tiriti o Waitangi me ōna mātāpono; ka mutu,
- 3.12.3. nā konā i whakamōtī ai ngā pānga ki a Te Ākitai Waiohua, ā, nā te matenga o ngā upoko ariki o Te Ākitai Waiohua, tae atu ki a Ihaka Takaanini, ki tana pāpā, ki a Pepene Te Tihi me ngā tamariki tokorua a Ihaka, i te wā rānei o te

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### 3: NGĀ WHAKAAETANGA ME TE WHAKAPĀHA

mauheretanga, i muri tata mai rānei, i riro ai ōna tōtara haemata me te tuakiri o Te Ākitai Waiohua i roto o Tāmaki Makaurau.

#### Ngā ture whenua taketake

3.13. E whakaae ana te Karauna:

3.13.1. kāore ia i whakawhiti kōrero ki a Te Ākitai Waiohua e pā ana ki te whakataunga o ngā ture whenua taketake;

3.13.2. i taupatupatu ki ngā tikanga a Te Ākitai Waiohua te whakatakitahtitanga o ngā taitara pupuru whenua i hua ake i reira; ā,

3.13.3. nā te whakahaeretanga me te pānga o ngā ture whenua taketake, otirā, nā te tukunga o te whenua ki ētehi tāngata takitahi, i noho whakaraerae ake aua whenua rā ki ngā mahi whakawehe whenua, ki ngā mahi poro whenua, ki ngā mahi hoko whenua hoki. Nā konei i horo ai ngā huinga ā-iwi tuku iho o Te Ākitai Waiohua i ahu mai rā i tā te iwi me te hapū tiaki ngātahi i te whenua. Ko te korenga o te Karauna i tiaki i aua huinga tētehi takahanga i Te Tiriti o Waitangi me ōna mātāpono.

#### Te kore i āhei atu ki ngā painga o te āwhina a te Karauna i ngā tau 1930

3.14. E whakaae ana te Karauna, tae rawa ake ki te wā i tīmata ai tāna tuku i ngā pūtea a te Karauna ki te Māori hei whakawhanake i ō rātou ake whenua i ngā tau 1930, kua tata whenua kore a Te Ākitai Waiohua mō ngā tau e rima tekau, ā, kāore rātou i āhei atu ki ngā painga i puta rā i aua pūtea.

#### Te tata whenua-koretanga

3.15. E whakaae ana te Karauna, tae rawa ki te tau 1880, kua tata whenua kore a Te Ākitai Waiohua, i muri i ngā hokonga i mua i Te Tiriti; i ngā hokonga whakakore i te mana hoko i te tuatahi; i ngā hokonga a te Karauna; i te raupatu hoki. Nā te korenga o te Karauna i whai kia mau tonu i a rātou ngā whenua e rawaka ana i whakawhāiti te kaha o Te Ākitai Waiohua ki te whakapakari, ki te whakaora i a rātou anō hei iwi, nā konā anō i haukotia ai tō rātou whanaketanga ā-hapori, ā-ōhanga, ā-ahurea anō hoki. Nā tērā i takahi tō rātou kaha ki te tiaki, ki te whakahaere hoki i ā rātou taonga me ō rātou wāhi tapu; ki te whakaū tonu hoki i ngā hononga ā-wairua ki ō rātou whenua. E whakaae ana te Karauna ko tana kore i whai kia mau tonu i a Te Ākitai Waiohua ngā whenua e rawaka ana e ea ai ō rātou hiahia o nāianeī, o anamata hoki tētehi takahanga i te Tiriti o Waitangi me ōna mātāpono, i pā kino ai ki te orange o Te Ākitai Waiohua i tēnei rā.

#### Ngā whare me te mātauranga

3.16. E whakaae ana te Karauna, he roa rawa:

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### 3: NGĀ WHAKAAETANGA ME TE WHAKAPĀHA

- 3.16.1. te noho a Te Ākitai Waiohua i ngā whare pōhara ake, he kino ake hoki tana hauora i ētehi atu tāngata o Niu Tīreni; ā,
- 3.16.2. te pūnaha mātauranga whānui e whakapāpaku ana i ngā taumata o te angitu ā-mātauranga o te Māori.

#### **Te whakahekenga ā-taiao nei i te kounga o ngā arawai**

- 3.17. E whakaae ana te Karauna kua noho te whakahekenga ā-taiao nei o te whanga me ngā arawai o Manukau e te whanaketanga ā-ahumahi o Tāmaki ki te Tonga hei pūtake mō te mamae me ngā nawe ki a Te Ākitai Waiohua, e mau tonu ana i tēnei rā, ā, nā konā i kaha tūkinohia ai ngā pūnga kaimoana i hiranga rā ki a Te Ākitai Waiohua.

#### **TE WHAKAPĀHA**

- 3.18. E tāpae ana te Karauna i tēnei whakapāha ki a Te Ākitai Waiohua, ki ō koutou tūpuna, ki ā koutou mokopuna anō hoki.
- 3.19. E whakapāha ana te Karauna i āna mahi i takahi rā i Te Tiriti o Waitangi me ōna mātāpono, nā reira i tūkinu nuitia ai, i raru nui ai hoki a Te Ākitai Waiohua.
- 3.20. E kawa rawa atu ana te whakapāha a te Karauna i te āhua o tāna hoko i ngā whenua o Te Ākitai Waiohua, i ngā eka whenua e hia tekau mano nei i tangohia rā hei whenua 'tūhene' i ngā hokonga whenua a Te Ākitai Waiohua ki ngā tauwiwhakatū kāinga i runga i te tūmataiti. E mōhio ana te Karauna nā Te Ākitai Waiohua i pōwhiri te Pākehā ki tōna rohe, e whai ana ki te whakaratarata, ki te mahi tahi hoki ki ngā tauwiwhakatū kāinga, ki te Karauna anō hoki, ā, nā te whakaae a Te Ākitai Waiohua ki te whai wāhi ki ngā hokonga whenua i tino āwhina te whanaketanga o te tāone nui o Tāmaki.
- 3.21. Ko tā te Karauna utu i taua manaakitanga, ko te karawhiu i ētehi o ngā iwi o Te Ākitai Waiohua anō he hunga ātete, ko te raupatu i ō koutou whenua, ko te pana hoki i a koutou i ō koutou kāinga, ā, i ērā āhuatanga, e motuhenga ana te whakapāha a te Karauna. Otirā, e motuhenga ana te whakapāha a te Karauna ki tāna maukino i ō koutou rangatira, i a Ihaka Takaanini rāua ko tana pāpā, ko Pepene Te Tihi, me ērā atu tāngata 21 nei i mauheretia ai me te kore i whai take, i whai hāmenetanga, i whakawāngia hoki. E mārāma ana ki te Karauna he tautōhito, he rangatira whai mana hoki a Ihaka Takaanini rāua ko Pepene Te Tihi, ā, nā te hinganga o ērā tōtara haemata i mate nui ai a Te Ākitai Waiohua.
- 3.22. Ko te pānga tōpū i puta i tā te Karauna hoko whenua me tāna raupatu whenua, ko te noho tata whenua kore o Te Ākitai Waiohua. E whakapāha ana te Karauna, nā āna mahi i motukia ai koutou i ō koutou wāhi tapu, nā reira hoki i haukotu te whanaketanga ā-ohapori o ō koutou iwi me te kaha o Te Ākitai Waiohua ki te tupu hei iwi.

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### 3: NGĀ WHAKAAETANGA ME TE WHAKAPĀHA

- 3.23. E tūmanako ana te Karauna mā tēnei whakataunga hei tohu te tīmatanga o tētehi hononga hou ki a Te Ākitai Waiohua, ko tōna pūtake ko te kōtuinga, ko te whakapono, ko te whakaaro nui hoki o ngā taha e rua ki Te Tiriti o Waitangi me ōna mātāpono.

### 3 ACKNOWLEDGEMENT AND APOLOGY

#### ACKNOWLEDGEMENT

##### Opening statement

- 3.1. The Crown acknowledges that until now it has failed to deal with the long-standing grievances of Te Ākitai Waiohū in an appropriate way and that recognition of these grievances is long overdue.

##### Pre-1840 / te Tiriti o Waitangi/the Treaty of Waitangi transactions

- 3.2. The Crown acknowledges that in approving pre-1840 land purchases:
- 3.2.1. it took 78,000 acres of land in the Tāmaki block and 900 acres of land in the Waimai block it considered surplus to those claimed by settlers as a result of pre-Treaty transactions including land in which Te Ākitai Waiohū had interests;
  - 3.2.2. a large portion of the ‘surplus lands’ in the Tāmaki block was land that the settler who made the transaction agreed would return to the ownership of Te Ākitai Waiohū and other Māori, but the Crown reserved only one 260-acre reserve for Te Ākitai Waiohū without making an assessment of the adequacy of that amount, and did not protect it in their ownership; and
  - 3.2.3. it failed to require that the Tāmaki block be properly surveyed and defined, and to require an assessment of the adequacy of lands that Te Ākitai Waiohū held before acquiring surplus in either block, and these failures were a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

##### Pre-emption waivers

- 3.3. The Crown acknowledges that when considering pre-emption waiver transactions in the Te Ākitai Waiohū rohe, it breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles by failing to assess the adequacy of lands remaining in the possession of Te Ākitai Waiohū, or to adequately investigate Te Ākitai Waiohū interests, before retaining their lands as ‘surplus’ from disallowed pre-emption waiver purchases.

##### Failure to protect reserves

- 3.4. The Crown acknowledges that it purchased land from Te Ākitai Waiohū between 1843 and 1858 without making an assessment of the adequacy of lands remaining in the possession of Te Ākitai Waiohū to meet their present and future social or economic needs, and that it failed to ensure that adequate reserves were set aside for Te Ākitai Waiohū and protected in their ownership. This failure breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

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#### **Expected benefits from sale**

- 3.5. The Crown further acknowledges that it led Te Ākitai Waiohua to expect benefits from land sales, including the development of schools, medical care, and a range of commercial opportunities, which were not always realised, and this remains a grievance for Te Ākitai Waiohua.

#### **Pre-1865 Crown purchasing**

- 3.6. The Crown acknowledges that, when it purchased land in the Te Ākitai Waiohua rohe between 1843 and 1858:
- 3.6.1. it purchased land at Pukekohe in which Te Ākitai Waiohua had interests from another iwi in 1842, but despite this purchase only being completed with Te Ākitai Waiohua agreement, the Crown did not substantively pay Te Ākitai Waiohua for their interests for nearly a decade;
  - 3.6.2. it failed to set aside Te Awa-Nui-o-Taikehu Reserve, which the Crown had agreed to establish for Te Ākitai Waiohua when it purchased the Pukekohe No. 2 block, and sold land to settlers that the Crown did not own and which Te Ākitai Waiohua wished to retain, and this was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles; and
  - 3.6.3. it purchased land at Ramarama in which Te Ākitai Waiohua had interests from another iwi in 1846, and presented this transaction as a completed purchase to Te Ākitai Waiohua when it paid them compensation in 1852. This was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

#### **Surveying delays**

- 3.7. The Crown further acknowledges that the prejudice Te Ākitai Waiohua suffered because of Crown purchasing was made worse by the slowness of the Crown to survey its purchases and the reserves set aside for Te Ākitai Waiohua.

#### **10 per cent transactions**

- 3.8. The Crown acknowledges that three purchase deeds in 1853 and 1854 provided that ten percent of the Crown's income from on-selling this land to settlers should be spent for Māori benefit, but that Te Ākitai Waiohua received no identifiable benefits under these provisions after 1876.

#### **Warfare**

- 3.9. The Crown reiterates its previous acknowledgement in the Waikato-Tainui raupatu claims settlement that its representatives and advisers acted unjustly and in breach of te Tiriti o Waitangi/the Treaty of Waitangi in its dealings with the Kīngitanga, which included

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most of Te Ākitai Waiohua, in sending its forces across the Mangatawhiri in July 1863, and occupying and subsequently confiscating land in the Waikato region, and that this resulted in Te Ākitai Waiohua being unfairly labelled as rebels.

3.10. For the purpose of the present settlement the Crown further acknowledges that:

3.10.1. Crown military activity north of the Mangatawhiri in the Te Ākitai Waiohua rohe led to deaths and dislocation for Te Ākitai Waiohua; and

3.10.2. the Crown confiscated land at East Wairoa in which Te Ākitai Waiohua had interests. This was unjust and excessive and in breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

#### **Iwi dispersal following conflict**

3.11. The Crown further acknowledges that to this day Te Ākitai Waiohua do not know what happened to the members of their iwi who were dispersed by Crown military action, and this remains a source of mamae for Te Ākitai Waiohua.

#### **Arrest and detention of Ihaka Takaanini**

3.12. The Crown acknowledges that:

3.12.1. in 1863, Crown troops arrested the Te Ākitai Waiohua rangatira Ihaka Takaanini, as well as 22 others, including women, children, and the sick and elderly, without good cause;

3.12.2. the detention of the Te Ākitai Waiohua prisoners for over four months without charge or trial assumed the character of indefinite detention without trial and was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles; and

3.12.3. this had a devastating impact on Te Ākitai Waiohua and the death of the paramount chiefs of Te Ākitai Waiohua, including Ihaka Takaanini, his father Pepene Te Tihi and two of Ihaka's children, either during their imprisonment or immediately after, led to a significant loss of leadership and identity for Te Ākitai Waiohua in Tāmaki Makaurau.

#### **Native land laws**

3.13. The Crown acknowledges that:

3.13.1. it did not consult Te Ākitai Waiohua about the introduction of the native land laws;

3.13.2. the resulting individualisation of land tenure was inconsistent with Te Ākitai Waiohua tikanga; and

## DEED OF SETTLEMENT

### 3: ACKNOWLEDGEMENT AND APOLOGY

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

#### **Inability to benefit from Crown assistance in the 1930s**

3.14. The Crown acknowledges that by the time it began to provide Crown funds for Māori to develop their own lands in the 1930s, Te Ākitai Waiohua had been virtually landless for fifty years and could not benefit from these funds.

#### **Virtual landlessness**

3.15. The Crown acknowledges that by 1880 Te Ākitai Waiohua were left virtually landless following pre-Treaty and pre-emption waiver purchases, Crown purchasing and confiscation. The Crown's failure to ensure they retained an adequate land base limited the ability of Te Ākitai Waiohua to rebuild and sustain themselves as an iwi, hindering their social, economic and cultural development. This undermined their ability to protect and manage their taonga and wāhi tapu and to maintain spiritual connections to their lands. The Crown acknowledges that its failure to ensure that Te Ākitai Waiohua retained sufficient land for their present and future needs was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles, one which has severely impacted on the well-being of Te Ākitai Waiohua today.

#### **Housing and education**

3.16. The Crown acknowledges that for too long:

3.16.1. Te Ākitai Waiohua lived with poorer housing and worse health than many other New Zealanders; and

3.16.2. the education system in general held low expectations for Māori educational achievement.

#### **Environmental degradation of waterways**

3.17. The Crown acknowledges that the environmental degradation of Manukau Harbour and waterways by the industrial development of South Auckland has been a source of distress and grievance for Te Ākitai Waiohua that is still held today, and has caused significant harm to kaimoana sources relied upon by Te Ākitai Waiohua.

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### 3: ACKNOWLEDGEMENT AND APOLOGY

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#### APOLOGY

- 3.18. The Crown offers this apology to Te Ākitai Waiohua, to your tūpuna, and to your mokopuna.
- 3.19. The Crown regrets its actions which breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles and caused significant prejudice and suffering for Te Ākitai Waiohua.
- 3.20. The Crown is profoundly sorry for the manner in which it conducted purchases of Te Ākitai Waiohua land, and for the tens of thousands of acres of land it took as ‘surplus’ from transactions between Te Ākitai Waiohua and private settlers. The Crown recognises that Te Ākitai Waiohua welcomed Pākeha into their rohe, seeking friendly and cooperative relations with settlers and the Crown, and that the willingness of Te Ākitai Waiohua to participate in land transactions contributed significantly to the development of the city of Auckland.
- 3.21. The Crown repaid this manaakitanga by treating members of Te Ākitai Waiohua as rebels, confiscating your lands and forcing you from your kāinga, and for this the Crown is truly sorry. In particular, the Crown sincerely regrets its treatment of your rangatira, Ihaka Takaanini and his father Pepene Te Tihi, and the 21 others it imprisoned without good cause, without charge or trial. The Crown recognises that Ihaka Takaanini and Pepene Te Tihi were skilled and respected leaders, and the loss of these totara haemata was a significant blow to Te Ākitai Waiohua.
- 3.22. The cumulative effect of the Crown’s purchasing and confiscations have left Te Ākitai Waiohua virtually landless. The Crown apologises that its actions have not only separated you from your wāhi tapu, but also hindered the socio-economic development of your people and the ability of Te Ākitai Waiohua to grow as an iwi.
- 3.23. The Crown hopes that this settlement marks the beginning of a new relationship with Te Ākitai Waiohua, one based on partnership, trust, and mutual respect for te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

## 4 SETTLEMENT

### ACKNOWLEDGEMENTS

- 4.1. Each party acknowledges that –
- 4.1.1. the negotiations resulting in this deed were conducted in the spirit of co-operation and compromise; and
  - 4.1.2. the other parties have acted honourably and reasonably in relation to the settlement; but
  - 4.1.3. it is not possible to –
    - (a) assess the loss and prejudice suffered by Te Ākitai Waiohua as a result of the events on which the historical claims are based; nor
    - (b) fully compensate Te Ākitai Waiohua for all loss and prejudice suffered; and
  - 4.1.4. the Crown's policy is for redress to be affordable and practicable; and
  - 4.1.5. Te Ākitai Waiohua acknowledge not receiving full compensation is a contribution to New Zealand's development; and
  - 4.1.6. the settlement is intended to re-establish an ongoing relationship between Te Ākitai Waiohua and the Crown (in terms of te Tiriti o Waitangi/the Treaty of Waitangi, its principles and otherwise).
- 4.2. Te Ākitai Waiohua acknowledge that, taking all matters into consideration (some of which are specified in clause 4.1), the settlement is fair in the circumstances.

### SETTLEMENT

- 4.3. Therefore, on and from the settlement date, –
- 4.3.1. the historical claims are settled; and
  - 4.3.2. the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and
  - 4.3.3. the settlement is final.
- 4.4. Except as provided in this deed or the settlement legislation, the parties' rights and obligations remain unaffected.

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**DEED OF SETTLEMENT**  
**4: SETTLEMENT**

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**REDRESS**

- 4.5. The redress, to be provided in settlement of the historical claims, –
- 4.5.1. is intended to benefit Te Ākitai Waiohua collectively; but
  - 4.5.2. may benefit particular members, or particular groups of members, of Te Ākitai Waiohua if the governance entity so determines in accordance with the governance entity's procedures.

**IMPLEMENTATION**

- 4.6. The settlement legislation will, on the terms provided by sections 15 to 20 of the draft settlement bill, –
- 4.6.1. settle the historical claims; and
  - 4.6.2. exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement; and
  - 4.6.3. provide that the legislation referred to in section 17 of the draft settlement bill does not apply –
    - (a) to a redress property, a purchased selection property if settlement of that property has been effected, or a purchased deferred selection property if settlement of that property has been effected; or
    - (b) for the benefit of Te Ākitai Waiohua or a representative entity; and
  - 4.6.4. require any resumptive memorial to be removed from any record of title for a redress property, a purchased selection property if settlement of that property has been effected, or a purchased deferred selection property if settlement of that property has been effected; and
  - 4.6.5. provide that the maximum duration of a trust pursuant to the Trusts Act 2019 does not –
    - (a) apply to a settlement document; or
    - (b) prescribe or restrict the period during which –
      - (i) the trustees of the Te Ākitai Waiohua Settlement Trust, being the governance entity, may hold or deal with property; and
      - (ii) the Te Ākitai Waiohua Settlement Trust may exist; and

## **DEED OF SETTLEMENT**

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### **4: SETTLEMENT**

- 4.6.6. require the chief executive of the Office for Māori Crown Relations – Te Arawhiti to make copies of this deed publicly available.
- 4.7. Part 1 of the general matters schedule provides for other action in relation to the settlement.

## **5 CULTURAL REDRESS**

### **STATUTORY ACKNOWLEDGEMENT**

5.1. The settlement legislation will, on the terms provided by sections 27 to 38 of the draft settlement bill, –

5.1.1. provide the Crown's acknowledgement of the statements by Te Ākitai Waiohūa of their particular cultural, spiritual, historical, and traditional association with the following areas:

- (a) Arch Hill Scenic Reserve (as shown on deed plan OMCR-131-011):
- (b) Cameron Town Historic Reserve (as shown on deed plan OMCR-131-012):
- (c) Coastal statutory acknowledgement area (as shown on deed plan OMCR-131-037);
- (d) Drury Conservation Area (as shown on deed plan OMCR-131-013):
- (e) Drury Creek Islands Recreation Reserve (as shown on deed plan OMCR-131-014):
- (f) Goldie Bush Scenic Reserve (as shown on deed plan OMCR-131-015):
- (g) Kirikiri (as shown on deed plan OMCR-131-016):
- (h) Mangatāwhiri Forest Conservation Area (as shown on deed plan OMCR-131-017):
- (i) Mangere Conservation Area (as shown on deed plan OMCR-131-018):
- (j) Matukutūreia / McLaughlins Mountain area (as shown on deed plan OMCR-131-020):
- (k) Maungapikitia area (as shown on deed plan OMCR-131-019):
- (l) Meola Creek Quarry Reserve (as shown on deed plan OMCR-131-021):
- (m) Mutukaroa / Hamlin Hill (as shown on deed plan OMCR-131-022):
- (n) Ōtuataua Stonefields Reserve area (as shown on deed plan OMCR-131-023):

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- (o) Paerata Scenic Reserve (as shown on deed plan OMCR-131-024):
  - (p) Paparimu Conservation Area (as shown on deed plan OMCR-131-025):
  - (q) Raverthorpe Conservation Area (as shown on deed plan OMCR-131-026):
  - (r) Raverthorpe Scenic Reserve (as shown on deed plan OMCR-131-027):
  - (s) Red Hill Scenic Reserve (as shown on deed plan OMCR-131-028):
  - (t) Richard Sylvan Memorial Scenic Reserve (as shown on deed plan OMCR-131-029):
  - (u) Rose Garden Reserve (as shown on deed plan OMCR-131-030):
  - (v) St Johns Redoubt Historic Reserve (as shown on deed plan OMCR-131-031):
  - (w) Te Ia (as shown on deed plan OMCR-131-032):
  - (x) Te Maketu Historic Reserve (as shown on deed plan OMCR-131-033):
  - (y) Thorne Bay Recreation Reserve (as shown on deed plan OMCR-131-034):
  - (z) Vining Scenic Reserve (as shown on deed plan OMCR-131-035):
  - (aa) Wairoa Gorge Scenic Reserve (as shown on deed plan OMCR-131-036);  
and
- 5.1.2. require relevant consent authorities, the Environment Court, and Heritage New Zealand Pouhere Taonga to have regard to the statutory acknowledgement; and
- 5.1.3. require relevant consent authorities to forward to the governance entity –
- (a) summaries of resource consent applications for an activity within, adjacent to or directly affecting a statutory area; and
  - (b) a copy of a notice of a resource consent application served on the consent authority under section 145(10) of the Resource Management Act 1991; and

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5.1.4. enable the governance entity, and any member of Te Ākitai Waiohua, to cite the statutory acknowledgement as evidence of the association of Te Ākitai Waiohua with an area.

5.2. The statements of association are in part 1.1 of the documents schedule.

**STATEMENT OF ASSOCIATION WITH MĀNGERE MOUNTAIN**

5.3. The Crown acknowledges that Te Ākitai Waiohua has an association with, and asserts certain spiritual, cultural, historical and traditional values in relation to Māngere Mountain.

5.4. The statement by Te Ākitai Waiohua of their associations and values with respect to Māngere Mountain is set out in part 1.2 of the documents schedule. The parties acknowledge that this statement is not intended to give rise to any rights or obligations.

**PROTOCOL**

5.5. The Crown minerals protocol must, by or on the settlement date, be signed and issued to the governance entity by the responsible Minister.

5.6. The protocol sets out how the Crown will interact with the governance entity with regard to the matters specified in it.

**FORM AND EFFECT OF PROTOCOL**

5.7. The protocol will be –

5.7.1. in the form in part 2 of the documents schedule; and

5.7.2. issued under, and subject to, the terms provided by sections 21 to 25 of the draft settlement bill.

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

**CONSERVATION RELATIONSHIP AGREEMENT**

5.9. The Department of Conservation and the governance entity must, by or on the settlement date, sign a relationship agreement.

5.10. The relationship agreement sets out how Te Ākitai Waiohua, the Minister of Conservation and the Department of Conservation will work together on matters relating to places and resources that are of spiritual, ancestral, cultural, customary and historical significance to Te Ākitai Waiohua.

5.11. The relationship agreement will be in the form in part 3 of the documents schedule.

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

**RELATIONSHIP AGREEMENT WITH MINISTRY FOR THE ENVIRONMENT**

- 5.13. The Ministry for the Environment and the governance entity must, by or on the settlement date, sign a relationship agreement.
- 5.14. The relationship agreement is intended to provide a framework for establishing and maintaining an enduring relationship between the Ministry for the Environment and the governance entity. It will include agreed specific actions that aim to promote partnership on matters of importance to the Ministry for the Environment and the governance entity.
- 5.15. The relationship agreement will be in the form in part 4 of the documents schedule.
- 5.16. A failure by the Crown to comply with the relationship agreement is not a breach of this deed.

**WHAKAAETANGA TIAKI TAONGA**

- 5.17. The Culture and Heritage Parties and the governance entity must, by or on the settlement date, sign the Whakaaetanga Tiaki Taonga.
- 5.18. The Whakaaetanga Tiaki Taonga sets out how the Culture and Heritage Parties will interact with the governance entity with regard to the care and management, use, development and revitalisation of, and access to, Te Ākitai Waiohua taonga and particularises work plan topics with each Culture and Heritage Party
- 5.19. The relationship between the Ministry for Culture and Heritage Manatū Taonga and the governance entity with regard to matters relating to taonga tūturu will be:
- 5.19.1. set out in Appendix B of the Whakaaetanga Tiaki Taonga; and
- 5.19.2. issued under, and subject to the terms provided by sections 21 to 24 and 26 of the draft settlement bill.
- 5.20. The Whakaaetanga Tiaki Taonga will be in the form in part 5 of the documents schedule.
- 5.21. A failure by the Crown to comply with the Whakaaetanga Tiaki Taonga is not a breach of this deed.

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**LETTER OF RECOGNITION FROM MINISTRY FOR PRIMARY INDUSTRIES WITH RESPECT TO FISHERIES**

- 5.22. The Director-General of the Ministry for Primary Industries will write a letter of recognition to the governance entity, by or on the settlement date, which will be in the form in part 6 of the documents schedule.
- 5.23. The Ministry for Primary Industries will:
- 5.23.1. recognise Te Ākitai Waiohūa as tangata whenua within their area of interest and that they have a special relationship with all species of fish, aquatic life and seaweed within their area of interest; and
  - 5.23.2. work with the governance entity to enable Te Ākitai Waiohūa as tangata whenua to have input and participate in the Ministry for Primary Industries' national fisheries plans; and
  - 5.23.3. invite the governance entity to be involved with implementing the Fisheries (Kaimoana Customary Fishing) Regulations 1998 within the area of interest of Te Ākitai Waiohūa.

**APPOINTMENT AS AN ADVISORY COMMITTEE TO THE MINISTER OF FISHERIES**

- 5.24. Clause 5.25 applies if, after the settlement date, the governance entity identifies areas of special significance to Te Ākitai Waiohūa and the Ministry for Primary Industries agrees that they are areas of special significance (areas of special significance). To avoid doubt, clause 5.25 shall apply only once.
- 5.25. As soon as reasonably practicable after this clause applies, the Minister of Fisheries must appoint the governance entity as an advisory committee to the Minister of Fisheries under section 21(1) of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995 for the purpose of advising the Minister on changes in the management regime for the areas of special significance.

**LETTERS OF INTRODUCTION**

- 5.26. No later than six months after the settlement, the Chief Executive of the Office for Māori Crown Relations – Te Arawhiti will write a letter of introduction in the form set out in part 7 of the documents schedule to each of the following entities, to introduce Te Ākitai Waiohūa and the governance entity and encourage each entity to enhance their relationship with the governance entity:

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***Core Crown***

- 5.26.1. Department of Corrections;
- 5.26.2. Ministry of Education;
- 5.26.3. Ministry of Business, Innovation and Employment;
- 5.26.4. Ministry of Housing and Urban Development;
- 5.26.5. Ministry of Social Development;
- 5.26.6. Ministry of Transport;
- 5.26.7. Ministry of Justice;
- 5.26.8. New Zealand Police;

***Non-Core Crown***

- 5.26.9. Auckland District Health Board;
  - 5.26.10. Counties Manukau District Health Board;
  - 5.26.11. Ngā Taonga Sound & Vision; and
  - 5.26.12. Waitematā District Health Board.
- 5.27. No later than six months after the settlement, the Minister for Treaty of Waitangi Negotiations will write a letter of introduction in the form set out in part 7 of the documents schedule to each of the following entities, to introduce Te Ākitai Waiohū and the governance entity and encourage each entity to enhance their relationship with the governance entity:
- 5.27.1. Auckland Airport;
  - 5.27.2. Auckland Council;
  - 5.27.3. Auckland Libraries;
  - 5.27.4. Auckland War Memorial Museum;
  - 5.27.5. Hocken Collections - Uare Taoka o Hākena;
  - 5.27.6. MacMillan Brown Library (University of Canterbury);

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- 5.27.7. Museum of Transport and Technology;
- 5.27.8. New Zealand Maritime Museum;
- 5.27.9. University of Auckland Library; and
- 5.27.10. Waikato Museum.

**CULTURAL REDRESS PROPERTIES**

- 5.28. The settlement legislation will vest in the governance entity on the settlement date –

***In fee simple as a local purpose (marae, pou whenua, and cultural purposes) reserve***

- 5.28.1. the fee simple estate in the Matukutūreia property, as a local purpose (marae, pou whenua, and cultural purposes) reserve named Matukutūreia Local Purpose (Marae, Pou Whenua, and Cultural Purposes) Reserve, with the governance entity as the administering body; and

***In fee simple as a recreation reserve subject to an easement***

- 5.28.2. the fee simple estate in the Reremoana property, as a recreation reserve named Reremoana Recreation Reserve, with the governance entity as the administering body subject to the governance entity granting a registrable easement in gross for a pedestrian right of way and a right to drain water on the terms and conditions set out in part 8 of the documents schedule; and

***In fee simple as a recreation reserve***

- 5.28.3. the fee simple estate in the Waimahia property, as a recreation reserve named Waimahia Recreation Reserve, with the governance entity as the administering body; and

***In fee simple as a scenic reserve***

- 5.28.4. the fee simple estate in the Patumahoe property, as a scenic reserve named Patumahoe Scenic Reserve, with Auckland Council as the administering body as if Auckland Council were appointed to control and manage the reserve under section 28 of the Reserves Act 1977, in respect of which the following provisions apply, –

- (a) while Auckland Council is the administering body of the Patumahoe property, –

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- (i) the governance entity may grant, accept, or decline to grant any interest in land that affects the Patumahoe property, or may renew or vary such an interest, but must consult Auckland Council before determining an application for such an interest; and
  - (ii) the management plan in force for the Patumahoe property immediately before the settlement date continues to apply and when Auckland Council is reviewing that plan, Auckland Council and the governance entity must jointly prepare and approve the management plan for that property, and
- (b) despite the vesting of the fee simple estate, improvements in or on the Patumahoe property do not vest; and
- (c) Auckland Council may cease to be the administering body and the governance entity may become the administering body on the terms provided in section 53 of the draft settlement bill; and

***In fee simple as a scenic reserve***

- 5.28.5. the fee simple estate in Te Ngahere o Papakura, as a scenic reserve named Te Ngahere o Papakura Scenic Reserve, with Auckland Council as the administering body, as if Auckland Council were appointed to control and manage the reserve under section 28 of the Reserves Act 1977, in respect of which the following provisions apply, –
- (a) while Auckland Council is the administering body of Te Ngahere o Papakura, –
    - (i) the governance entity may grant, accept, or decline to grant any interest in land that affects Te Ngahere o Papakura, or may renew or vary such an interest, but must consult Auckland Council before determining an application for such an interest; and
    - (ii) Auckland Council and the governance entity must jointly prepare and approve a management plan for Te Ngahere o Papakura and Kirk's Bush Scenic Reserve (Kirk's Bush Scenic Reserve means the reserve over Lot 1 DP 37760 and Lot 23 DP 15387, North Auckland Land District); and
  - (b) despite the vesting of the fee simple estate, any improvements owned by Auckland Council that are attached to Te Ngahere o Papakura as of the date of its vesting remain vested in Auckland Council and the governance entity is not liable for any improvements owned by Auckland Council for which it would otherwise be liable by reason of its ownership of Te Ngahere o Papakura; and

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- (c) Auckland Council may cease to be the administering body and the governance entity may become the administering body on the terms provided in section 53 of the draft settlement bill; and

***In fee simple as a scenic reserve***

5.28.6. the fee simple estate in Te Ngahere o Pukekohe, as a scenic reserve named Te Ngahere o Pukekohe Scenic Reserve, with Auckland Council as the administering body as if Auckland Council were appointed to control and manage the reserve under section 28 of the Reserves Act 1977, in respect of which the following provisions apply, –

- (a) while Auckland Council is the administering body of Te Ngahere o Pukekohe, –
- (i) the governance entity may grant, accept, or decline to grant any interest in land that affects Te Ngahere o Pukekohe, or may renew or vary such an interest, but must consult Auckland Council before determining an application for such an interest; and
- (ii) the management plan in force for Te Ngahere o Pukekohe immediately before the settlement date continues to apply and when Auckland Council is reviewing that plan, Auckland Council and the governance entity must jointly prepare and approve the management plan for Te Ngahere o Pukekohe, and
- (b) despite the vesting of the fee simple estate, improvements in or on Te Ngahere o Pukekohe do not vest; and
- (c) Auckland Council may cease to be the administering body and the governance entity may become the administering body on the terms provided in section 53 of the draft settlement bill; and

***In fee simple as a scientific reserve***

5.28.7. the fee simple estate in Te Ana o te Matukutūruru, being Wiri Lava Cave Scientific Reserve, as a scientific reserve named Te Ana o te Matukutūruru Scientific Reserve, with the Tūpuna Maunga o Tāmaki Makaurau Authority as the administering body as if that authority were appointed to administer the reserve under section 110(2) of the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014 in respect of which the following provisions (without limitation) shall apply, –

- (a) the reserve status of Te Ana o te Matukutūruru must not be revoked, but may be reclassified in accordance with the Reserves Act 1977; and

**DEED OF SETTLEMENT**  
**5: CULTURAL REDRESS**

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- (b) the governance entity may not transfer Te Ana o te Matukutūruru; and
- (c) the Tūpuna Maunga o Tāmaki Makaurau Authority must be treated as the registered owner of Te Ana o te Matukutūruru for the purposes of any registration matter relating to an interest in land.

5.29. Each cultural redress property is to be –

5.29.1. as described in schedule 2 of the draft settlement bill; and

5.29.2. vested on the terms provided by –

- (a) sections 43 to 66 of the draft settlement bill; and
- (b) part 2 of the property redress schedule; and

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

- (a) required by clause 5.28 to be provided by the governance entity; or
- (b) required by the settlement legislation; and
- (c) in particular, referred to by schedule 2 of the draft settlement bill.

**CULTURAL REVITALISATION FUND PAYMENT**

5.30. The Crown will pay \$2,400,000.00 to the governance entity on the settlement date as a cultural revitalisation fund payment. The governance entity may, at its discretion, apply all or some of that amount towards the cultural revitalisation of Te Ākitai Waiohū.

**OFFICIAL GEOGRAPHIC NAMES**

5.31. The settlement legislation will, from the settlement date, provide for each of the names listed in the second column to be the official geographic name for the features set out in columns 3 and 4.

Existing Name	Official geographic name	Location (NZTopo50 map and grid references)	Geographic feature type
Crater Hill (local use)	Ngā Kapua Kohuora	BB32 627051	Crater
Papahinu (local use)	Papahīnau	BB32 613038 to 616031	Headland
Geddes Basin (local use)	Te Hōpua-a-Rangi / Geddes Basin	BA32 590114	Crater

**DEED OF SETTLEMENT**  
**5: CULTURAL REDRESS**

<b>Existing Name</b>	<b>Official geographic name</b>	<b>Location (NZTopo50 map and grid references)</b>	<b>Geographic feature type</b>
Unnamed	Te Maketū Falls	BB32 768876	Waterfall
Pukaki Lagoon (local use)	Te Pūkakītapu-o-Poutūkeka	BB32 611055	Crater
Mount Robertson (local use)	Te Tapuwae-o-Mataaoho	BB32 640093	Crater
Mount Gabriel	Waitomokia Crater	BB32 575062	Crater
Wiroa Island	Kohia Island	BB32 609019	Island

- 5.32. The settlement legislation will provide for the official geographic names on the terms provided by sections 39 to 42 of the draft settlement bill.

**ORIGINAL MĀORI NAMES**

- 5.33. By or on the settlement date, the Minister for Treaty of Waitangi Negotiations must write a letter to the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa requesting the Board, in respect of each of the following geographic names, to list the Māori name set out opposite it in the Gazetteer as an original Māori name:

<b>Existing geographic name</b>	<b>Requested original Māori name</b>	<b>Location (NZTopo50 map and grid reference)</b>	<b>Geographic feature type</b>
Pukekiwiriki	Pukekōiwiriki	BB32 778961	Hill
Puketutu Island	Te Motu-a-Hiaroa	BB31 555075	Island
Te Maketū Falls	Noia Falls	BB32 768876	Waterfall

**CULTURAL REDRESS GENERALLY NON-EXCLUSIVE**

- 5.34. The Crown may do anything that is consistent with the cultural redress, including entering into, and giving effect to, another settlement that provides for the same or similar cultural redress.
- 5.35. However, the Crown must not enter into another settlement that provides for the same redress as that set out in clause 5.28.

**DEED OF SETTLEMENT**  
**5: CULTURAL REDRESS**

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**REDRESS IN THE WAIKATO CLAIM AREA**

- 5.36. The Crown and Te Ākitai Waiohua acknowledge that some areas referred to in the protocols and relationship agreements in this deed of settlement and some of the sites subject to a statutory acknowledgement, statement of association, official geographic name change or unofficial original Māori name change, overlap with the Waikato claim area as defined in the Waikato Raupatu Claims Settlement Act 1995 and the Waikato River as defined in the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010.

## **6 FINANCIAL AND COMMERCIAL REDRESS**

### **FINANCIAL REDRESS**

- 6.1. The Crown must pay the governance entity on the settlement date \$2,270,000.00, being the financial and commercial redress amount of \$9,700,000.00 less –
- 6.1.1. \$3,600,000.00 being the on-account payment referred to in clause 6.2; and
- 6.1.2. \$3,830,000.00 being the transfer value of the commercial redress property.

### **ON ACCOUNT PAYMENT**

- 6.2. On the date that is 10 business days after the date of this deed, the Crown will pay \$3,600,000.00 to the governance entity on account of the financial and commercial redress amount.

### **COMMERCIAL REDRESS PROPERTY**

- 6.3. The commercial redress property is to be –
- 6.3.1. transferred by the Crown to the governance entity on the settlement date –
- (a) as part of the redress to settle the historical claims, and without any other consideration to be paid or provided by the governance entity or any other person; and
- (b) on the terms of transfer in part 8 of the property redress schedule; and
- 6.3.2. as described, and is to have the transfer value provided, in part 3 of the property redress schedule.
- 6.4. The transfer of the commercial redress property will be subject to, and where applicable with the benefit of, the encumbrances provided in part 3 of the property redress schedule in relation to that property.

### **SELECTION PROPERTIES**

- 6.5. The governance entity may during the selection period for each selection property, give the Crown a written notice of interest in accordance with parts 6 and 7 of the property redress schedule.
- 6.6. In respect of each selection property described in subpart B of part 4 of the property redress schedule only, if the governance entity does not give the Crown written notice of

## **DEED OF SETTLEMENT**

### **6: FINANCIAL AND COMMERCIAL REDRESS**

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interest during the selection period then on the settlement date, that property becomes a deferred selection property.

- 6.7. For the avoidance of doubt, except where clause 6.6 applies, the selection properties are not deferred selection properties for the purpose of the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed.

#### **DEFERRED SELECTION PROPERTIES**

- 6.8. The governance entity may during the deferred selection period for each deferred selection property, give the Crown a written notice of interest in accordance with part 6 of the property redress schedule.
- 6.9. Part 6 of the property redress schedule provides for the effect of the notice and sets out a process where the property is valued and may be acquired by the governance entity.

#### **LEASEBACK PROPERTIES**

- 6.10. Each of the following properties is to be leased back to the Crown, immediately after its purchase by the governance entity, on the terms and conditions provided by the lease for that property in part 9 of the documents schedule (with respect to the lease referred to in clauses 6.10.2 and 6.10.3) and part 10 of the documents schedule (with respect to the lease referred to in clause 6.10.1) (each being a registrable ground lease for the property, ownership of the improvements remaining unaffected by the purchase):

6.10.1. Archives NZ Auckland, 95 Richard Pearse Dr, Mangere;

6.10.2. Mt Eden Normal School site (land only); and

6.10.3. Titirangi School site (land only).

- 6.11. In the event that any school site becomes surplus to the land holding agency's requirements, then the Crown may, at any time before the governance entity has given a notice of interest in respect of the school site, give written notice to the governance entity advising it that school site is no longer available for selection by the governance entity in accordance with clauses 6.5 or 6.8. The right under clauses 6.5 or 6.8 ceases in respect of the school site on the date of receipt of the notice by the governance entity under this clause.

#### **DEVELOPMENT OPPORTUNITY WITHIN THE AUCKLAND VACANT AND UNDERUTILISED CROWN LAND PROGRAMME**

- 6.12. On 22 December 2016 the Crown and Te Ākitai Waiohū recorded an agreement for Te Ākitai Waiohū to be provided with the opportunity to reach an agreement with Ministry of Business, Innovation and Employment (now the Ministry of Housing and Urban Development (MHUD)) to develop part of a property located at 901 Great South Road as

## **DEED OF SETTLEMENT**

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### **6: FINANCIAL AND COMMERCIAL REDRESS**

part of the Auckland Vacant and Underutilised Crown Land Programme (now the Land for Housing Programme).

- 6.13. Any agreement made between Te Ākitai Waiohū and MHUD in relation to this opportunity to develop part of the property at 901 Great South Road will be recorded in a binding development agreement, which will include the sale and purchase terms, the number of public and KiwiBuild affordable housing units to be built and the time frames for development.

#### **SETTLEMENT LEGISLATION**

- 6.14. The settlement legislation will, on the terms provided by sections 67 to 72 of the draft settlement bill, enable the transfer of the commercial redress property, the selection properties, and the deferred selection properties.

## 7 COLLECTIVE REDRESS

### REDRESS TO BE PROVIDED THROUGH THE TĀMAKI MAKAUROU COLLECTIVE REDRESS DEED

- 7.1. Te Ākitai Waiohū is –
- 7.1.1. one of the iwi of Ngā Mana Whenua o Tāmaki Makaurau; and
  - 7.1.2. therefore, a party to the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed between the Crown and Ngā Mana Whenua o Tāmaki Makaurau.

### NGĀ MANA WHENUA O TĀMAKI MAKAUROU COLLECTIVE REDRESS

- 7.2. The parties record that the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed –
- 7.2.1. provides for the following redress:

#### *Cultural redress in relation to Tāmaki Makaurau area*

- (a) cultural redress in relation to particular Crown-owned portions of maunga<sup>1</sup> and motu<sup>2</sup> of the inner Hauraki Gulf / Tīkapa Moana:
- (b) governance arrangements relating to four motu<sup>3</sup> of the inner Hauraki Gulf / Tīkapa Moana:
- (c) a relationship agreement with the Crown, through the Minister of Conservation and the Director-General of Conservation, in the form set out in part 3 of the documents schedule to the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed, in relation to public conservation land in the Tāmaki Makaurau Region (as defined in that relationship agreement):
- (d) changing the geographic names of particular sites of significance in the Tāmaki Makaurau area:

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

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

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

**DEED OF SETTLEMENT**  
**7: COLLECTIVE REDRESS**

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***Commercial redress in relation to RFR land***

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

***Right to purchase any non-selected deferred selection properties***

- (f) a right to purchase any property situated in the RFR area (as defined in the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed) –
  - (i) in relation to which one of the iwi / hapū of Ngā Mana Whenua o Tāmaki Makaurau has a right of deferred selection under a deed of settlement with the Crown; but
  - (ii) that is not purchased under that right of deferred selection; and

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

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

**DEFERRED SELECTION PROPERTIES MAY BECOME NGĀ MANA WHENUA O TĀMAKI MAKĀURAU COLLECTIVE REDRESS**

- 7.3. The parties acknowledge that, if a deferred selection property under this deed that is situated in the RFR area (as defined in the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed) has not ceased to be a deferred selection property under clause 6.11, and is not purchased under this deed, redress is given in relation to that property –
  - 7.3.1. under part 7 (Right to Purchase Former Deferred Selection Properties in Comprehensive Settlements) of the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed; and
  - 7.3.2. if the redress under part 7 is not exercised, under subpart 1 (RFR land) of part 4 (Commercial Redress) of the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014.

**DEED OF SETTLEMENT**  
**7: COLLECTIVE REDRESS**

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

- 7.4. The Minister for Treaty of Waitangi Negotiations must, before the settlement date, give notice to the relevant persons in accordance with section 120 of the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014 that the following properties, that are redress under this deed, cease to be RFR land for the purposes of that Act:
- 7.4.1. each cultural redress property that is situated in the RFR area (as defined in the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed); and
  - 7.4.2. the commercial redress property.
- 7.5. As soon as reasonably practicable after an election notice has been given under paragraph 6.3 of the property redress schedule to purchase a property, the Minister for Treaty of Waitangi Negotiations must give notice to the relevant persons in accordance with section 120 of the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014 that each selection property or deferred selection property for which an election notice has been given under paragraph 6.3 of the property redress schedule that is situated in the RFR area (as defined in the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed), ceases to be RFR land for the purposes of that Act.

## 8 HARBOURS

### HARBOURS NEGOTIATIONS

- 8.1. Even though the historical claims are settled by this deed and the settlement legislation, this deed does not provide for cultural redress in relation to the Manukau and Waitemata Harbours, as it is to be developed in separate negotiations between the Crown and others, including Te Ākitai Waiohua.
- 8.2. The Crown will negotiate harbours redress in good faith with Te Ākitai Waiohua in a manner consistent with the principles of te Tiriti o Waitangi/the Treaty of Waitangi.
- 8.3. Te Ākitai Waiohua acknowledge that the Crown is not in breach of this deed if the redress referred to in clause 8.2 has not been provided by any particular date if, on that date, the Crown is still willing to negotiate in good faith in an attempt to provide the redress.
- 8.4. Te Ākitai Waiohua are not precluded from making a claim to any court, tribunal or other judicial body in respect of the process referred to in clauses 8.1 to 8.3.

## **9 SETTLEMENT LEGISLATION, CONDITIONS, AND TERMINATION**

### **SETTLEMENT LEGISLATION**

- 9.1. The Crown must propose the draft settlement bill for introduction to the House of Representatives.
- 9.2. The settlement legislation will provide for all matters for which legislation is required to give effect to this deed of settlement.
- 9.3. The draft settlement bill proposed for introduction to the House of Representatives –
  - 9.3.1. must comply with the drafting standards and conventions of the Parliamentary Counsel Office for Government Bills, as well as the requirements of the Legislature under Standing Orders, Speakers' Rulings, and conventions; and
  - 9.3.2. must be in a form that is satisfactory to Te Ākitai Waiohua and the Crown.
- 9.4. Te Ākitai Waiohua and the governance entity must support the passage of the draft settlement bill through Parliament.

### **SETTLEMENT CONDITIONAL**

- 9.5. This deed, and the settlement, are conditional on the settlement legislation coming into force.
- 9.6. However, the following provisions of this deed are binding on its signing:
  - 9.6.1. clauses 9.4 to 9.10; and
  - 9.6.2. paragraph 1.3, and parts 4 to 7, of the general matters schedule.

### **EFFECT OF THIS DEED**

- 9.7. This deed –
  - 9.7.1. is “without prejudice” until it becomes unconditional; and
  - 9.7.2. may not be used as evidence in proceedings before, or presented to, the Waitangi Tribunal, any court, or any other judicial body or tribunal.
- 9.8. Clause 9.7.2 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

## **DEED OF SETTLEMENT**

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### **9: SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION**

#### **TERMINATION**

- 9.9. The Crown or the governance entity may terminate this deed, by notice to the other, if –
  - 9.9.1. the settlement legislation has not come into force within 30 months after the date of this deed; and
  - 9.9.2. the terminating party has given the other party at least 40 business days notice of an intention to terminate.
  
- 9.10. If this deed is terminated in accordance with its provisions –
  - 9.10.1. this deed (and the settlement) are at an end; and
  - 9.10.2. subject to this clause, this deed does not give rise to any rights or obligations; and
  - 9.10.3. this deed remains “without prejudice”.

## **10 GENERAL, DEFINITIONS, AND INTERPRETATION**

### **GENERAL**

- 10.1. The general matters schedule includes provisions in relation to –
- 10.1.1. the implementation of the settlement; and
  - 10.1.2. the Crown's –
    - (a) payment of interest in relation to the settlement; and
    - (b) tax indemnities in relation to redress; and
  - 10.1.3. giving notice under this deed or a settlement document; and
  - 10.1.4. amending this deed.

### **HISTORICAL CLAIMS**

- 10.2. In this deed, historical claims –
- 10.2.1. means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that Te Ākitai Waiohū, or a representative entity, had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that –
    - (a) is, or is founded on, a right arising –
      - (i) from te Tiriti o Waitangi/the Treaty of Waitangi or its principles; or
      - (ii) under legislation; or
      - (iii) at common law, including aboriginal title or customary law; or
      - (iv) from fiduciary duty; or
      - (v) otherwise; and
    - (b) arises from, or relates to, acts or omissions before 21 September 1992 –
      - (i) by, or on behalf of, the Crown; or
      - (ii) by or under legislation; and

## DEED OF SETTLEMENT

### 10: GENERAL, DEFINITIONS, AND INTERPRETATION

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- 10.2.2. includes every claim to the Waitangi Tribunal to which clause 10.2.1 applies that relates exclusively to Te Ākitai Waiohūa or a representative entity, including the following claims:
- (a) Wai 961 – Waiohūa ki te Ākitai Land and Resource Claim;
  - (b) Wai 2122 – The Te Ākitai Claim 2008 claim;
  - (c) Wai 2301 – Maungakiekie Lands and Ancestral Associations (Gary Tamaki) claim; and
- 10.2.3. includes every other claim to the Waitangi Tribunal to which clause 10.2.1 applies, so far as it relates to Te Ākitai Waiohūa or a representative entity, including the following claims:
- (a) Wai 8 – Te Puaha ki Manuka claim;
  - (b) Wai 330 – Auckland – South Auckland – Waikato Lands Claim;
  - (c) Wai 1826 – Tekikiri Meroiti Haungurunguru Toangina Toto Whanau Trust claim; and
  - (d) Wai 2401 – Ngāti Te Ahiwaru Lands (Taua) claim.
- 10.3. However, historical claims does not include the following claims:
- 10.3.1. a claim that a member of Te Ākitai Waiohūa, or a whānau, hapū, or group referred to in clause 10.5.2, may have that is, or is founded on, a right arising as a result of being descended from a tūpuna who is not referred to in clause 10.5.1:
- 10.3.2. a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 10.2.1.
- 10.4. To avoid doubt, clause 10.2.1 is not limited by clauses 10.2.2 or 10.2.3.
- Te Ākitai Waiohūa**
- 10.5. In this deed, Te Ākitai Waiohūa means –
- 10.5.1. the collective group composed of individuals who descend from one or more tūpuna of Te Ākitai Waiohūa; and

## DEED OF SETTLEMENT

### 10: GENERAL, DEFINITIONS, AND INTERPRETATION

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

- (a) Ngāti Pare;
- (b) Ngāti Te Aua;
- (c) Ngāti Taihaua; and

10.5.3. every individual referred to in clause 10.5.1.

10.6. For the purposes of clause 10.5.1 –

10.6.1. a person is descended from another person if the first person is descended from the other by –

- (a) birth; or
- (b) legal adoption; or
- (c) Māori customary adoption in accordance with the tikanga (Māori customary values and practices) of Te Ākitai Waiohua; and

10.6.2. The tūpuna of Te Ākitai Waiohua means an individual who:

- (a) exercised customary rights by virtue of being descended from:
  - (i) Kiwi Tamaki; or
  - (ii) Rangimatoru; or
  - (iii) Pepene te Tihi; or
  - (iv) Ihaka Wirihana Takaanini; or
  - (v) Te Wirihana; or
  - (vi) a recognised ancestor of any of the groups listed in clause 10.5.2; and
- (b) exercised the customary rights referred to in clause 10.6.2(a) predominantly in relation to the Te Ākitai Waiohua area of interest after 6 February 1840.

## DEED OF SETTLEMENT

### 10: GENERAL, DEFINITIONS, AND INTERPRETATION

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10.6.3. 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.

#### MANDATED NEGOTIATORS AND SIGNATORIES

10.7. In this deed –

10.7.1. **mandated negotiators** means the following individuals:

- (a) Karen Akamiria Wilson, Auckland, Consultant; and
- (b) Nigel Hikurangi Denny, Auckland, Project Manager; and
- (c) David John Wilson Takaanini, Auckland, Kaumatua; and
- (d) Shirley Ngareta Waipouri, Auckland, Trustee; and
- (e) Adrian Lee Pettit, Auckland, Consultant.

10.7.2. **mandated signatories** means the following individuals:

- (a) Karen Akamiria Wilson, Auckland, Consultant; and
- (b) Nigel Hikurangi Denny, Auckland, Project Manager; and
- (c) David John Wilson Takaanini, Auckland, Kaumatua; and
- (d) Shirley Ngareta Waipouri, Auckland, Trustee; and
- (e) Adrian Lee Pettit, Auckland, Consultant.

#### ADDITIONAL DEFINITIONS

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

#### INTERPRETATION

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

DEED OF SETTLEMENT

SIGNED as a deed on 12 November 2021

SIGNED for and on behalf of Te Ākitai Waiohū by the mandated signatories in the presence of -

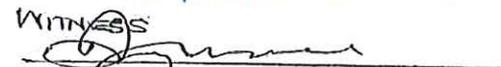
  
Karen Akamiria Wilson

  
Nigel Hikurangi Denny

WITNESS

Name: Wellington Tamatina  
Occupation: Project Manager  
Address: 56 Awhitu Rd, Waikuku

  
David John Wilson Takaanini

WITNESS  


  
Shirley Ngareta Waipouri

Name: Matthew Dugmore  
Occupation: Statutory planner  
Address: 23A CALYPSO PLACE

  
Adrian Lee Pettit

WITNESS  
  
Name: Carmen Kirkwood  
Occupation: Retired  
Address: 75F White-pake Rd, Auckland

  
Karen Akamiria Wilson

SIGNED by the initial trustees of the governance entity in the presence of -

WITNESS

  
Nigel Hikurangi Denny

Name: Wellington Tamatina  
Occupation: Project Manager  
Address: 56 Awhitu Rd, Waikuku

  
David John Wilson Takaanini

WITNESS  


  
Shirley Ngareta Waipouri

Name: Matthew Dugmore  
Occupation: statutory planner  
Address: 23A CALYPSO PLACE  
ROTHERHAM BAY.

  
Gale Lee

WITNESS  
  
Name: Carmen Kirkwood  
Occupation: Retired  
Address: 75F White-pake Rd, Auckland

  
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DEED OF SETTLEMENT

SIGNED for and on behalf of THE CROWN by –

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

  
\_\_\_\_\_  
Hon Andrew James Little

WITNESS

  
\_\_\_\_\_

Name: SEREANA PERRY  
Occupation: PUBLIC SERVANT  
Address: PARLIAMENT BUILDINGS  
WELLINGTON

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

  
\_\_\_\_\_  
Hon Grant Murray Robertson

WITNESS

  
\_\_\_\_\_

Name: ANGELA BRAY  
Occupation: PUBLIC SERVANT  
Address: PARLIAMENT BUILDINGS  
WELLINGTON

DEED OF SETTLEMENT

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Members of Te Ākitai Waiohua and other witnesses who support the settlement

A handwritten signature in black ink, consisting of a stylized initial 'D' followed by a series of loops and a final flourish.

DEED OF SETTLEMENT

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Members of Te Ākitai Waiohua and other witnesses who support the settlement

DEED OF SETTLEMENT

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Members of Te Ākitai Waiohua and other witnesses who support the settlement