

**NGATI POROU**

**and**

**TE RUNANGANUI O NGATI POROU TRUSTEE LIMITED  
as trustee of TE RUNANGANUI O NGATI POROU**

**and**

**THE CROWN**

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**DEED OF SETTLEMENT OF  
HISTORICAL CLAIMS**

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***[DATE]***

## **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 Ngati Porou and breached the Treaty of Waitangi and its principles; and
- provides acknowledgments by the Crown of the Treaty breaches and an apology; and
- settles the historical claims of Ngati Porou; and
- specifies the cultural redress, and the financial and commercial redress, that is to be provided in settlement to the governance entity, that has been approved by Ngati Porou to receive the redress; and
- includes definitions of –
  - the historical claims; and
  - Ngati Porou; and
- provides for other relevant matters; and
- is conditional upon the settlement legislation coming into force.

**DEED OF SETTLEMENT**

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### **SCHEDULES**

#### **GENERAL MATTERS**

- 1. Implementation of settlement**
- 2. Cultural redress and airing of grievances**
- 3. Ngati Porou-Crown relationship accord**
- 4. Interest**
- 5. Tax**
- 6. Notice**
- 7. Miscellaneous**
- 8. Defined terms**
- 9. Interpretation**

#### **PROPERTY REDRESS**

- 1. Descriptions of commercial redress properties and deferred selection properties**
- 2. Disclosure information and warranty**
- 3. Provisions in relation to vesting of cultural redress properties**
- 4. Acquisition of deferred selection properties**
- 5. Terms of transfer for commercial redress and purchased deferred selection properties**
- 6. Notice**
- 7. Definitions**

#### **DOCUMENTS**

- 1. Statements of association**
- 2. Protocols**
- 3. Encumbrances**
- 4. Leases for leaseback properties**
- 5. Letter of commitment**
- 6. Management agreement**
- 7. Schedule of nga Paanga Whenua o Ngati Porou**
- 8. Steps taken for recognition of new MIO and transfer of fisheries assets**

#### **RFR LAND**

## **DEED OF SETTLEMENT**

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### **ATTACHMENTS**

**Area of interest  
Deed plans  
Draft settlement bill**

## **DEED OF SETTLEMENT**

**THIS DEED** is made between

**NGATI POROU**

and

**TE RUNANGANUI O NGATI POROU TRUSTEE LIMITED**  
as trustee of **TE RUNANGANUI O NGATI POROU**

and

**THE CROWN**

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### TUMANAKO

#### **“A SCENE FROM THE PAST”**

Poem by Sir Apirana T. Ngata, written in 1892.

#### **Prologue**

We reckon not that the day is past;  
That Death and Time, the cruel Fates,  
Have torn us from the scenes we loved,  
And brought us to this unknown world.  
In memory lingering, all too hazy,  
Blurred, uncertain, still they charm us.  
Ah, we love them! Language doth but  
Clothe in artifice our passion,  
Doth but to the world proclaim  
We are traitors to the past.

Traitors? When our hearts are beating,  
Thrilling stirred by recollections?  
Present, Future? Them we know not;  
For us no memories they hold.  
Traitors? When our ears are ringing,  
Filled with echoes from the dead?  
Deaf to all these chords alone  
Make heavenly music, penetrating  
Souls by strangeness long since deadened,  
Now in sympathy vibrating.  
Traitors? Nay, we scorn the name;  
Bigots, blind fanatic worshippers,  
Idolaters serving things of clay!  
Call us, and that name were dear!

On life's rough steam you launched us forth;  
You thought to buoy us, gave us hope.  
Your sturdy oak, our flaxen bark,  
Your iron-clad, our humble reed,  
Made sorry company, and you glided,  
Well equipped, the whilst we trembled.  
Ah, no! your hope but kills all hope;  
You crush the life you wish to save.  
Nay, rather leave us with the past;  
In memory let us wander back  
Amid the scenes we loved of yore.  
There let us roam, untrammelled, free!

## **DEED OF SETTLEMENT**

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For mem'ry, like that herb, embalms,  
Preserves, endears our recollections.

### **The marae and hui**

One dear scene in my mind's eye is floating,  
Martial, warlike, yet so graceful;  
Stag'd in meads that heard no bleating,  
Save of savage babes at play.

There the old pa stands to-day,  
Where the mountain, clad in koukas,  
Bends with gentle slope and fondly  
Showers kisses on the stream.  
Rippling, laughing, winding, moaning,  
Hies she on to join the ocean,  
Emblem of a race that's speeding  
Sadly onwards to oblivion.

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### TE KIRINGUTU

A well-known Ngati Porou haka adapted by Tuta Nihoniho, first performed in 1888 protesting acquisitions of Ngati Porou land.

#### WHAKAARA

Kaea Ponga ra! Ponga RA!  
Katoa Ka tataki mai Te Whare o nga  
Ture!  
Ka whiria! te Maori! Ka  
whiria!  
(E) Ngau nei ona reiti. (E)  
Ngau nei ona taake! A ha ha!  
Te taea te ueue!  
I aue! Hei!

Kaea Patua i te whenua!  
Katoa Hei!  
Kaea Whakataua i nga ture!  
Katoa Hei!  
Kaea A ha ha!  
Katoa Na nga mema ra te kohuru  
  
Na te Kawana te koheriheri!  
  
Ka raruraru nga ture!  
Ka raparapa ki te pua torori!  
  
I aue!

#### TAPARAHĪ

Kaea Kaore hoki te mate o te  
whenua e  
Te makere atu ki raro ra!  
Katoa A ha ha! Iri tonu mai runga  
  
O te kiringutu mau mai ai,  
Hei tipare taua mo te hoariri!  
A ha ha! I tahuna mai au  
Ki te whakahere toto koa,  
  
A ki te ngakau o te whenua  
nei,  
Ki te koura! I aue! taukuri e!

#### MEN'S HAKA TAPARAHĪ

Solo The shadows fall! The shadows fall!  
Chorus The house which makes the laws is  
chattering  
And the Maori will be plaited as rope  
  
It's rates and it's taxes are biting!  
A ha ha!  
Its teeth cannot be withdrawn  
Alas!

Solo The land will be destroyed!  
Chorus Hei!  
Solo The laws are spread-eagled over it!  
Chorus Hei!  
Solo A ha ha!  
Chorus The members have done this black  
deed!  
And the rules have conspired in the  
evil!  
The laws of the land are confused  
For even the tobacco leaf is singled  
out!  
Alas

#### BODY OF THE HAKA

Solo Never does the loss of our landed  
heritage  
Cease to burden our minds!  
Chorus A ha ha! Ever it is upon our lips,  
clinging  
As did the headbands of the warrior  
Arranged to parry the enemy's blow!  
A ha ha! I was scorched in the fire  
Of the sacrifice of blood, and  
stripped  
To the vital heart of the land,  
  
Bribed with the Pakeha gold! Alas!  
Ah me!

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Kaea Katoa	A ha ha! Ko tuhikitia! Ko tuhapainga. i raro i te whero o te Maori! Hukiti! A ha ha! Na te ngutu o te Maori, pohara, Kai kutu, na te weriweri koe i homai ki konei E kaore iara i haramai tonu koe Ki te kai whenua! Pokokohua! Kouramokai hei	Solo Chorus	A ha ha! Was it not your declared mission  To remove the tattoo from Maori lips, relieve his distress Stop him eating lice, and cleanse him of dirt and disgust! Yea! But all that was a deep-lined design 'neath which to Devour our lands! Ha! May your heads be boiled!
Kaea Katoa	A ha ha! Kei puta atu hoki te ihu o te waka I nga torouka o Niu Tireni  Ka paia pukutia mai e nga uaua O te ture a Te Kawana! Te taea te ueue! Au! Au! Aue!	Solo Chorus	A ha ha! How can the nose of the bark (canoe) you give us Pass by the rugged headlands of New Zealand When confronted with the restrictive perplexing laws  Obstacles that cannot be removed Alas! A me!

## DEED OF SETTLEMENT

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### 1: BACKGROUND

## 1 BACKGROUND

### NGATI POROU'S STATEMENT OF ASSOCIATION WITH THE AREA OF INTEREST

[Ko Hikurangi te Maunga,

Ko Waiapu te Awa,

Ko Ngati Porou te iwi.

#### **Maui-Tikitiki-a-Taranga**

Ko Ngati Porou, he uri no Maui-Tikitiki-a-Taranga. Kei nga whakapapa e takoto ana te whanaungatanga ki a Maui.

Ko tetahi o nga waka o Ngati Porou ko te waka o Maui, ara, ko Nukutaimemeha e takoto whakapohatu ana ki runga o Hikurangi maunga. Kei te moteatea, "Haere ra e hika..." nga kupu mo Nukutaimemeha e kii ana "...ko te waka i hiia ai te whenua nui nei e...".

Ko nga ingoa, 'Tapuwaeroa' me 'Raparapaririki' i whakaingoatia mo nga haerenga o nga pakeke mai i a Maui, me wa ratou tamariki 'ririki'.

Kei nga whakapapa mai i a Maui, ka puta ko Toi-Kai-Rakau/Toi-Te-Huatahi me wana uri, kia tau ki runga i a o Porourangi me wana uri taku iho.

#### **Toi-Kai-Rakau/Toi-Te-Huatahi**

He uri katoa nga tipuna o Ngati Porou, no Toi. Na Toi ka puta ki waho ko Rauru-nui-a-Toi, a, mai i a ia ki a Paikea, Pouheni, Tarawhakatū, Nanaia, ki a Porourangi.

Ka moemoe nga uri a Toi i a ratau ano, pera me te uri o Ruawaipu i a Maruwhakatipu (Maruwhakapuia) i moe ra i te mokopuna a Porourangi i a Tuere, te tipuna o te karangatanga, Ngai Tuere.

Ka moe te mokopuna a Uepohatu, ara a Mairehau i a Kuraunuhia, he tama na Materoa, kia puta ki waho ko Umuariki o te Whanau-a-Umuariki, ki roto o Tuparoa, Mangaoporo, ki Omaio, ki roto o Te Whanau-a-Apanui. He uri a Materoa no Porourangi, a, ko ia hoki te tipuna o Te Aitanga-a-Mate.

#### **Whatonga**

He mokopuna a Whatonga na Toi. Ka tuku heke nga tatai o Whatonga ki a Te Whironui, a, ka moe i a Araiara, kia puta ki waho ko Huturangi i moe ra ia Paikea. Ko tetahi o nga waka o Ngati Porou ko Nukutere, te waka o Whironui.

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### 1: BACKGROUND

#### **Paikea**

Ka moe a Paikea i a Huturangi ka puta kia Pouheni, Tarawhakatu, kia Nanaia kia Porourangi. I u mai a Paikea ki te Roto o Kautuku, i reira, ka tutaki i tana wahine, a, ka noho raua i reira i mua i to raua haerenga ki Whangara. Kei reira tonu nga nohonga me nga haerenga o nga tipuna nei, ki nga whenua o Nga Puke Turua me Te Pito. Kei reira ano hoki nga hikoitanga o Paikea, e kiia nei 'te ara o Paikea'. Kei reira tonu i te ra te puna kaukau o Huturangi e mohiotia nei ko "Te puna o Huturangi". He uri ngatahi a Paikea me Huturangi no Toi.

#### **Uepohatu**

He tipuna no Ngati Porou mai i a Toi ki te moenga o tana mokopuna a Mairehau ki a Kuraunuhia, te mokopuna a Porourangi, kia puta ki waho ko Umuariki. Ko nga uri a Umuariki kei Tuparoa, kei Mangaoporo, ara, Tutu-o-Kura me Tutumatai, kei Omaio wahi o Te Whanau-a-Apanui. Ka tuhono ano nga uri a nga tipuna nei, a Uepohatu me Porourangi i te moenga o wo raua uri, a Mairehau (uri o Uepohatu) me Kuraunuhia (a Materoa, te uri o Porourangi). Na reira, he uri ano a Ngati Porou no Uepohatu.

#### **Ruawaipu**

He mokopuna na Toi, pera me Porourangi ra. I noho ana uri ki roto o Kawakawa-mai-Tawhiti me te rohe o Marangairoa. I a Ruawaipu te mana whenua o reira i wona wa. Na Ngaoho i raupatu nga whenua, a, ka neke a Tamateaupoko (a Ruawaipu) ki Whangara, ki te taha o nga whanaunga kei reira e noho ana. I reira ka moe a Tamateaupoko i te uri o Porourangi, a, ka moe hoki a Muriwhakaputa (Muriwhakapuia) i a Tuere, te mokopuna a Porourangi. Na tenei moenga, ko Ngai Tuere, na ratau nei i pana atu a Ngaoho ki nga whenua o Ruawaipu, a, na konei i whai mana ano ai nga uri ki aua whenua.

#### **Porourangi**

Ko Porourangi te whakarapopotonga o te ingoa ake o tenei tipuna nei, ara:

Porou Ariki Te Matatara-a-Whare-Te-Tuhi-Mareikura-a-Rauru.

Ka whaiti katoa ki runga ki a Porourangi nga tatai ariki mai i a Maui ki a Toi, mai i nga tipuna i Hawaiki me Aotearoa. Na konei i huaina ai tana ingoa ko "Porou Ariki".

'Te Matatara', he whiringa harakeke hei whakapaipai mo te whare, heoi te ingoa "Te Matatara-a-Whare". He kupu whakarite tenei, ara, e mea ana, ko nga tatai katoa i kowhiria ki roto ki a Porou Ariki.

'Te Tuhi-Mareikura', he whakamaramatanga mo nga mahi peita a nga rangatira i wo ratou rae ki te kura(ara, Red Ochre). He tohu tenei no te rangatira.

'-a-Rauru', he korero mo wana whakapapa mai i a Toi, ki a Rauru.

#### **Hamoterangi**

Ko nga tipuna o Hamoterangi i haere mai ma runga i te waka Te Ikaroa-a-Rauru. Ko tenei ano tetahi o nga waka o Ngati Porou.

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### 1: BACKGROUND

Ka moe a Porourangi i a Hamoterangi ka puta ki waho, e toru nga tamariki, ko Hau te matamua, no muri mai ko Ueroa, a, ko te tamahine, ko Rongomaianiwaniwa. Na Hau, ko Ngati Porou, na Ueroa, ko te tatai hono i waenganui i a Ngati Porou, Ngati Kahungunu, Te Aitanga-a-Mahaki me Tainui-Waikato, ki a Mahinarangi. Na Rongomaianiwaniwa ko te tuhonotanga i waenganui i a Rongowhakaata me Ngati Porou.

Na Hau ka puta mai i te moenga o Kehutikoparae (tamahine a Hau raua ko Takotowaimua), i tana iramutu i a Manutangirua kia puta ki waho ko Hingangaroa, ka moe i a Iranui (tuahine o Kahungunu) kia puta ki waho e toru nga tama, ara, ko Taua (ki a Te Whanau-a-Apanui), ko Mahaki-Ewe-Karoro me Hauti (ki a Ngati Porou).

Ko Titirangi Pa te kainga noho o Hamoterangi koia tenei ko te pa i hokihoki atu ai wana uri i tena wa, ki tena wa.

Ka mate a Porourangi ka moe a Hamoterangi i a Tahupotiki, te taina o Porourangi.

### Nga Waka

1. Ko Nukutaimemeha – no Maui.
2. Ko Nukutere – no Te Whironui.
3. Tereanini – no Rongomaituaho, te tama a Paikea i a ia e noho ana ki Hawaiki.
4. Ikaroa-a-Rauru – ko Maia te rangatira o te waka nei. He uri a Hamoterangi no nga tipuna o te waka nei.
5. Horouta – horapa ki nga iwi o Te Tairawhiti, mai I Te Whanau-a-Apanui, ki Ngati Porou, ki Te Aitanga-a-Mahaki, Rongowhakaata me Ngai Tamanuhiri.

### Te Rohe Potae o Ngati Porou

Mai i a Potikirua ki Te Toka-a-Taiau. Ko Potikirua he toka kei waenganui o Whakatiri me Whangaparaoa, a, ko Te Toka-a-Taiau he toka i tu ki te awa o Turanganui, engari i whakapahuhutia kia whanui ke atu ai te tomotanga atu ki te wahapu o Turanga. He mokopuna a Taiau na Porourangi raua ko Hamoterangi, a, ko tona kainga noho ko Titirangi Pa ki Kaiti. ]

### [Maui-Tikitiki-a-Taranga

Ngati Porou are descendants of Maui-Tikitiki-a-Taranga. This relationship with Maui is shown in the genealogies of Ngati Porou.

One of the canoes of Ngati Porou, named Nukutaimemeha, belonged to Maui and lies atop Mount Hikurangi in petrified form. The traditional lament 'Haere ra e hika' contains the line "ko te waka i hiia ai te whenua nui nei e...", which tells how Nukutaimemeha was "the canoe from which this great land was fished up" by Maui.

The names 'Tapuwaeroa' and 'Raparapaririki' are derived from the travels of the adults of the Maui people, accompanied by their small children.

The descent lines from Maui show the lineage of Toi-Kai-Rakau/Toi-Te-Huatahi and his descendants, down to Porourangi and his descendants.

## **DEED OF SETTLEMENT**

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### **1: BACKGROUND**

#### **Toi-Kai-Rakau/Toi-Te-Huatahi**

All Ngati Porou ancestors are descendants of Toi. From Toi came Rauru-nui-a-Toi, from Rauru-nui-a-Toi came Paikea, Pouheni, Tarawhakatu, Nanaia, and Porourangi.

The descendants of Toi intermarried with each other. In this way Muriwhakaputa, a descendant of Ruawaipu, married Tuere the grandchild of Porourangi, who was also the eponymous ancestor of Ngai Tuere.

The grandchild of Uepohatu, Mairehau, married Kuraunuhia, a son of Matoroa. They gave birth to Umuariki of Te Whanau-a-Umuariki at Tuparoa, Mangaoporo, and Omaio in the Te Whanau-a-Apanui region. Matoroa is a descendant of Porourangi and is also the eponymous ancestor of Te Aitanga-a-Mate.

#### **Whatonga**

Whatonga is a descendant of Toi. Further down the line of descent from Whatonga is Te Whironui, who married with Araiara to give birth to Huturangi, who married Paikea. One of the canoes of Ngati Porou is Nukutere, which belonged to Whironui.

#### **Paikea**

From Paikea and Huturangi's union came Pouheni, Tarawhakatu, Nanaia, and Porourangi. Paikea arrived at Te Roto o Kautuku, where he met his wife Huturangi, and where they lived before moving to Whangara. The dwelling places of these ancestors are still there, at Nga Puke Turua and Te Pito. Paikea's trail is also there, and is known as 'te ara o Paikea'. Huturangi's swimming hole can still be seen today and is known as "Te Puna o Huturangi". Both Paikea and Huturangi are descendants of Toi.

#### **Uepohatu**

Uepohatu is an ancestor of Ngati Porou and a descendant of Toi. His granddaughter Mairehau married Kuraunuhia, grandchild of Porourangi, and they begat Umuariki. The descendants of Umuariki reside in Tuparoa, Mangaoporo – at Tutu-o-Kura and, Tutumatai, and Omaio, in the Te Whanau-a-Apanui region. The descendants of Uepohatu and Porourangi are further united through their descendants Mairehau (descendant of Uepohatu) and Kuraunuhia (son of Matoroa, a descendant of Porourangi). Ngati Porou are thus descendants of Uepohatu.

#### **Ruawaipu**

Ruawaipu is a descendant of Toi, as is Porourangi. Her descendants resided in the Kawakawa-mai-Tawhiti, and Marangairoa areas. Ruawaipu had mana over those lands in her time. Ngaoho conquered their lands, so Tamateaupoko (of Ruawaipu) moved to Whangara to live with her relatives there. While there, Tamateaupoko married one of Porourangi's descendants, Uekaiahu, and Muriwhakaputa married Tuere, the grandson of Porourangi. From this union came Ngai Tuere, who helped expel Ngaoho from the lands of Ruawaipu and restored the mana whenua of her descendants.

#### **Porourangi**

The name Porourangi is a shortened version of his full name which is as follows:

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### **1: BACKGROUND**

Porou-Ariki Te Matatara-a-Whare-Te-Tuhi-Mareikura-a-Rauru.

All of the senior lines of descent from Maui and Toi, and from Hawaiki to Aotearoa converged on Porourangi, hence the name “Porou Ariki”.

‘Te Matatara’ is a type of flax used to adorn houses, hence the name “Te Matatara-a-Whare”. This name is a metaphor for all of the ancestry and genealogy that was woven metaphorically into Porou Ariki (Porourangi).

‘Te Tuhi-Mareikura’ is an explanation about the red ochre with which chiefs would paint their foreheads. This was a symbol of prestige and chieftainship.

‘-a-Rauru’ refers to Porourangi’s descent from Rauru.

#### **Hamoterangi**

The ancestors of Hamoterangi arrived in a canoe called Te Ikaroa-a-Rauru. This is another canoe of Ngati Porou.

Porourangi married Hamoterangi and together they had three children. The eldest was Hau, followed by Ueroa, followed by a daughter named Rongomaianiwaniwa. From Hau came Ngati Porou, from Ueroa came the genealogical link between Ngati Porou and Ngati Kahungunu, Te Aitanga-a-Mahaki, and Tainui-Waikato, through Mahinarangi. Rongomaianiwaniwa is the genealogical link between Rongowhakaata and Ngati Porou.

Kehutikoparae, daughter of Hau and Takotowaimua, married Manutangirua, her nephew. They give birth to Hingangaroa, who married Iranui, Kahungunu’s sister. They had three sons. Taua (of Te Whanau-a-Apanui), Mahaki-Ewe-Karoro, and Hauti (of Ngati Porou).

Hamoterangi lived at Titirangi Pa, where her descendants would frequently return.

On the death of Porourangi, Hamoterangi married Tahupotiki, Porourangi’s younger brother.

#### **Canoes of Ngati Porou**

1. Nukutaimemeha – belonged to Maui.
2. Nukutere – belonged to Te Whironui.
3. Tereanini – belonged to Rongomaituaho, (son of Paikea) while he resided in Hawaiki.
4. Ikaroa-a-Rauru – captained by Maia. Hamoterangi is a descendant of those ancestors who came on this canoe.
5. Horouta – covers the tribes of the eastern seaboard: Te Whanau-a-Apanui, Ngati Porou, Te Aitanga-a-Mahaki, Rongowhakaata and Ngai Tamanuhiri.

#### **The Tribal Domain of Ngati Porou**

This Ngati Porou territory extends from Potikirua to Te Toka-a-Taiau. Potikirua is a large rock between Whakatiri and Whangaparaoa. Te Toka-a-Taiau is a rock that stood in the Turanganui River but was blown up to clear the entrance to the Gisborne Harbour. Taiau is a descendant of Porourangi and Hamoterangi who resided at Titirangi Pa in Kaiti.

## **DEED OF SETTLEMENT**

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### **1: BACKGROUND**

#### **Te Mana o te Whakapapa**

Whakapapa is the combination of all mana in Maoridom. Whakapapa holds the connection to the land, to the people, it also establishes the right of belonging and kinship and through these kinship ties that Ngati Porou have held on to their identity and values. It is also through whakapapa that one can establish ties to other iwi. The mana of Porourangi is in his whakapapa and the connections to other descendants through whakapapa such as Kahungunu, Ta Aitanga-a-Makahi and Rongowhakaata. ]

#### **NEGOTIATIONS**

- 1.1 Nga whanau me nga hapu o Ngati Porou gave Te Runanga o Ngati Porou a mandate to represent Ngati Porou to negotiate a deed of settlement of their historical Treaty claims with the Crown. This deed of mandate was submitted to the Crown on 11 December 2007.
- 1.2 The Crown recognised the mandate on 3 April 2008.
- 1.3 Te Runanga o Ngati Porou and nga whanau me nga hapu o Ngati Porou subsequently appointed a negotiations sub-committee, Te Haeata, to negotiate a deed of settlement with the Crown.
- 1.4 Te Haeata, through the mandated negotiators and the Crown —
  - 1.4.1 commenced negotiations in July 2008; and
  - 1.4.2 signed a non-binding high level agreement on 23 October 2008 outlining key elements of financial and commercial redress; and
  - 1.4.3 signed a second non-binding high level agreement on 3 June 2009 that:
    - (a) supplemented the first high level agreement; and
    - (b) recorded progress to date in negotiations; and
    - (c) set out a high level summary of Ngati Porou's redress proposals, key elements of the Crown's redress offer to Ngati Porou; and
    - (d) set out sign posts for reaching agreement on a settlement package; and
  - 1.4.4 by Crown offer dated 7 December 2009, accepted by the mandated negotiators on behalf of Ngati Porou on 8 December 2009 agreed, in principle, that Ngati Porou and the Crown were willing to enter into a deed of settlement on the basis set out in the offer; and
  - 1.4.5 since the offer, have –

## DEED OF SETTLEMENT

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### 1: BACKGROUND

- (a) had extensive negotiations conducted in good faith; and
- (b) negotiated and initialled a deed of settlement.

### RATIFICATION AND APPROVALS

1.5 Ngati Porou have, since the initialling of the deed of settlement, by a majority of —

- 1.5.1 [**percentage**]%, ratified this deed and approved its signing on their behalf by the [mandated negotiators and the] governance entity; and
- 1.5.2 [**percentage**]%, approved the governance entity receiving the redress.

#### [Figures to be inserted later]

- 1.6 Each majority referred to in clause 1.5 is of valid votes cast in a ballot by eligible members of Ngati Porou.
- 1.7 The governance entity approved entering into, and complying with, this deed by [**process (resolution of trustees etc)**] on [**date**].
- 1.8 The Crown is satisfied —
  - 1.8.1 with the ratification and approvals of Ngati Porou referred to in clause 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.

### 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.

## DEED OF SETTLEMENT

### 2: HISTORICAL ACCOUNT

## 2 HISTORICAL ACCOUNT

### INTRODUCTION

- 2.1 The Crown's acknowledgement and apology to Ngati Porou are based on this historical account. This account traces the historical interaction between the Crown and Ngati Porou within the context of their relationship deriving from the Treaty of Waitangi/Te Tiriti o Waitangi (the **Treaty**). Wherever "Ngati Porou" is referred to in the text, and depending on the particular circumstances under discussion, this may refer to the iwi generally or a section of the iwi, or a hapu or some hapu of Ngati Porou.

### EARLY RELATIONS BETWEEN THE CROWN AND NGATI POROU

*Ko te maru tuatahi tenei o te Kuini, i whakatauwheratia mai e ia ki runga ki ahau. Ko te whakapono ki te Atua, ko te mekameka tenei nana ahau i pupuri kia noho i runga i te rangimarie, i te pai, i te atawhai, i te aroha, i te maungarongo. Kihai ahau i kaha i tenei mekameka, kahore hoki ra i hoki atu ki muri ki nga ritenga kino, kai-tangata o nga tupuna Maori.*

*The first shadow which the Queen spread over me was Christianity. This is the chain that has held me and caused me to dwell in peace, happiness, and goodwill. I could not break away from this chain, and I could not turn back to the evil customs and the cannibalism of our Maori ancestors.*

Te Irimana Hoturangi of Wharekahika on behalf of Ngati Porou at the Kohimarama Conference, 16 July 1860

- 2.2 Ngati Porou's relationship with the Crown stems from an association with the Queen of England begun through contact with Anglican missionaries in the 1830s and confirmed by the tribe in the Treaty.
- 2.3 Central to the relationship was the stimulus of Christianity. In 1834 the Church of England became the first denomination to preach the gospel to Ngati Porou, and its missionaries were rewarded by a major tribal spiritual allegiance to the Anglican faith. At the same time, Queen Victoria was introduced not only as the British monarch and head of state, but also as the Defender of the Faith and head of the Anglican Church. For many Ngati Porou this interconnection of Church and Crown and their manifestations of religion and law was a consistent theme in their relationship with the Crown.
- 2.4 In May and June 1840 the Treaty was presented to Ngati Porou by the missionary Rev. William Williams and signed by seventeen rangatira. The Ngati Porou signatures he gathered were:

Treaty Signature	Full Name (where known)	Location
Te Eke	Rawiri Te Eke-tu-o-te-rangi	Turanga
Ranguia	Nopera Ranguia	Uawa
Parekahika	Hori Parekahika	Uawa
Tamitere	Te Keepa Tamitere	Tokomaru
Tama-i-whakanehua	Tama-i-whakanehua-i-te-rangi	Tokomaru

## DEED OF SETTLEMENT

### 2: HISTORICAL ACCOUNT

	<i>aka Tamati Waka</i>	
Te Mokopuorongo	Paratene Te Mokopuorongo	Tokomaru
Te Potae	Enoka Te Potaeaute	Tokomaru
Te Mimi-o-Paoa	Te Mimi-o-Paoa	Waiapu
Kakatarau	Kakatarau	Waiapu
Awarau	Hori Karaka Te Awarau	Waiapu
Rangiwhakatatae	Paratene Rangiwhakatatae	Waiapu
Takatua	Wi Takatua	Waiapu
David Rangikatia	Rawiri Rangikatia	Waiapu
Tutaepa	Matenga Tutaepa	Waiapu
Te Kauru-o-te-rangi	Popata Te Kauru-o-te-rangi	Waiapu
Koia-uru-te-rangi	Koia-uru-te-rangi	Waiapu
Rangiwai	Rangiwai <i>aka Manihera Ranguiaia</i>	Waiapu

- 2.5 Some Ngati Porou rangatira, such as Te Kani a Takirau of Uawa and Te Houkamau of Wharekahika, did not sign the Treaty.
- 2.6 Many Ngati Porou rangatira regarded the Treaty as a sacred pact in much the same sense as the biblical covenants, and sought to honour it as a matter of mana.
- 2.7 A number of Crown actions before 1860 created some disillusionment among Ngati Porou as to the Crown's commitment to the Treaty. Crown military action against Maori in other parts of the North Island during the early 1860s contributed to growing support for the Kingitanga movement including within sections of Ngati Porou. In 1863 a group of 45 Ngati Porou left the district to fight against the Crown forces that invaded the Waikato. In 1864, a further 70 left for the seat of war and suffered heavy casualties at the battle of Te Ranga. Thirty of their party were killed.
- 2.8 The majority of Ngati Porou's traditional leadership judged support for the Kingitanga movement as undermining Ngati Porou rangatiratanga and identity. Rangatira such as Mokena Kohere, Rapata Wahawaha, Hotene Porourangi, Henare Potae and Karauria Pahura strongly opposed the Kingitanga. Their view was reflected in open letter from Karauria Pahura published in May 1862, in which he wrote:
- “Mo te aha kia hurihia mai e koutou to koutou kingi ki runga ki a matou? Erangi me waiho ano ki a koe ano to kingi; ki runga ki tou whenua ano. Hua iho ano ona hua ki kona ano.”*
- [“Why are you imposing your King on us? Let your King be yours alone, to rule over your lands only. Let the fruits of his rule be confined to your people.”]*
- 2.9 These rangatira were uncompromising in their determination to uphold their commitment to the Treaty and maintain order in their territory. They also saw avoiding conflict with the Crown as the best way of retaining control of their tribal estate in the face of European colonisation.

## DEED OF SETTLEMENT

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### 2: HISTORICAL ACCOUNT

#### NGATI POROU AND THE NEW ZEALAND WARS BETWEEN 1865 AND 1872

*“Mauria to moni, naku tonu taku riri, ehara i a koe, i te Pakeha.” – “Take your money away, the fight was mine, not the Pakeha’s.”*

Mokena Kohere in 1867 in response to the Crown’s offer of payment for Ngati Porou military service during the fighting amongst Ngati Porou in 1865

- 2.10 In June 1865 emissaries of the Pai Marire religion from other iwi travelled to the East Coast seeking converts and support for their political aims. Pai Marire adherents (who were widely known as Hauhau) sought Maori self determination. However one of the two leaders of the emissaries was involved in the killing of Rev Carl Volkner, an Anglican missionary at Opotiki whom many Ngati Porou had known well. In April 1865 the Crown had issued a proclamation stating its intention to suppress, if necessary by armed force, what it described as the “fanatical” practices it associated with Pai Marire. The proclamation called for assistance in this task from all “well disposed” Maori and Europeans.
- 2.11 There was great concern among Ngati Porou’s rangatira that the Hauhau were a threat to Ngati Porou security, and the Hauhau were warned not to enter Ngati Porou territory. This warning was disregarded, though, after rangatira Iharaira Porourangi, who had been a Kingitanga advocate and who became a Hauhau leader among Ngati Porou, invited the Hauhau to visit. A well armed Hauhau party came into the Waiapu escorted by a small number of Ngati Porou. The Hauhau leader involved in Volkner’s death did not come with this party which was led by the other leader who had disavowed Volker’s killing. Many Ngati Porou rangatira, though, held the Hauhau responsible for Volkner’s death. Nevertheless the Hauhau soon won many converts among Ngati Porou.
- 2.12 Ngati Porou leaders attending a hui at Popoti in June 1865 resolved to capture the Hauhau party. They were poorly armed, and asked Donald McLean, the Crown’s agent on the East Coast for military support. The Crown was already fighting with the Hauhau in other parts of the North Island, and McLean had previously been instructed to seize the Hauhau leaders if the opportunity arose. He immediately agreed to provide firearms. Some Ngati Porou did not wait for these firearms to arrive before they unsuccessfully attempted to seize the Hauhau emissaries at Mangaone Stream in June 1865. This led to fighting that spread to other parts of the Ngati Porou rohe.
- 2.13 Hauhau forces, made up of Maori from other iwi as well as Ngati Porou, soon besieged Te Hatepe pa at Rangitukia. The Crown sent soldiers in July 1865 to assist fighting the Hauhau in Waiapu. Fighting continued until October 1865 when Ngati Porou forces supported by Crown forces, defeated the Hauhau at Hungahungatoroa pa in the last Hauhau stand within the Ngati Porou rohe.
- 2.14 The defeated Ngati Porou Hauhau were required to swear allegiance to the Crown. Most were allowed to return to their homes. Some were left in the custody of their Ngati Porou relatives, while others were taken to Napier by the Crown. Some of the prisoners taken to Napier were later sent to the Chatham Islands, and detained in harsh conditions without trial for two years. The Crown appointed Resident Magistrate in Waiapu thought in 1868 that there was still some tension between some of those who fought each other in 1865.

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### **2: HISTORICAL ACCOUNT**

- 2.15 After the fighting in 1865 the Crown intended to confiscate the land of the Ngati Porou Hauhau. The Crown wanted this land to offset its military costs and to be able to plant European settlers on the East Coast to diminish the threat the Hauhau were thought to pose to the Crown's interests. The Crown opened negotiations with Ngati Porou in November 1865 over the extent of land to be confiscated. Some Ngati Porou rangatira initially agreed that the Hauhau should be punished by the forfeiture of land.
- 2.16 However, when the Crown initially sought 60,000 acres of the best agricultural land in the district this was rejected by Ngati Porou leaders as being excessive, and Ngati Porou opposition to any confiscation steadily grew. Another reason for this was that the land interests of the warring parties were often one and the same. There were many instances of members of the same whanau fighting on opposite sides. For example, Arapeta Haenga and his son Paora fought on opposite sides. No agreement had been reached on the land to be ceded by the middle of 1868.
- 2.17 At this time the Crown asked Ngati Porou to provide forces for Crown military operations in Turanga. Ngati Porou forces were subsequently involved in military operations there and in other North Island districts at the Crown's request. This support was crucial to the Crown's military operations. Ngati Porou provided this support to help stabilise the region and protect their own tribal estate. Many of those Ngati Porou who fought for the Hauhau on the East Coast in 1865 were part of the Ngati Porou forces which fought in other districts. The Crown paid Ngati Porou for military service outside their district. However in 1867 Mokena Kohere rejected a Crown offer of payment for Ngati Porou's military service in their own territory in 1865 declaring this had been Ngati Porou's fight rather than the Crown's.
- 2.18 The importance of Ngati Porou's military support, and the growing Ngati Porou opposition to the confiscation of any of their land, led the Crown to abandon plans to confiscate Ngati Porou land by 1871.

### **THE INTRODUCTION OF THE NATIVE LAND LAWS**

- 2.19 The Crown introduced a new system of Native land laws in 1862 after concluding that its earlier pre-emptive purchase system had failed. It intended to establish a process that would resolve disputes over the ownership of Maori land, and facilitate the opening up of Maori customary lands to British colonisation. It also hoped that the application of the Native land laws would eventually lead Maori to abandon the collective structures of their traditional landholdings. Among other objectives the Crown hoped to detribalise Maori, and thought the new land laws would promote their eventual assimilation into European culture.
- 2.20 The Native Land Acts of 1862 and 1865 established the Native Land Court to determine the ownership of Maori land according to Maori custom, and to provide the owners with titles derived from the Crown. Ngati Porou held their land collectively on the basis of whakapapa and occupation, but the Court awarded rights to individuals. Ngati Porou were not consulted about the introduction of this change. Any individual was able to make a claim to the Court without reference to or consultation with their whanau or hapu. Once a claim had been made to any block, all those with interests in it were forced into the Court system if they wished to assert their interests. Not to do so meant possible

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### 2: HISTORICAL ACCOUNT

exclusion from the title to the land. The Native land legislation did not offer a form of collective title for the administration of Maori land until 1894.

- 2.21 Significant opposition to the Native Land Court developed among Ngati Porou. For example, in northern Waiapu, the Court was initially invited to sit only after considerable debate at a Wharekahika hui in 1874. In 1875, Ngati Porou rangatira Mokena Kohere and Wikiriwhi Matauru led sections of Ngati Porou to designate the large Marangairoa block on the East Cape as whenua tuturu (inalienable land) to be excluded from the Court's processes. This prompted other Ngati Porou to designate neighbouring land between Te Araroa and Potaka as whenua tuturu. There was a good deal of obstruction before 1883 of the surveys that were necessary before the Court could investigate the ownership of land blocks in Waiapu.
- 2.22 The Native land laws had a significant impact on Ngati Porou. Ownership of nearly two thirds of Ngati Porou land was transformed from customary to individualised titles between 1874 and 1886. Ngati Porou had to engage with the Native Land Court if they wanted to participate in the modern economy. They could not sell, lease, or mortgage their land to raise development finance unless they held it by a title awarded by the Court.
- 2.23 Ngati Porou tried to mitigate the Court's impact by managing its processes. Court decisions in Waiapu between 1875 and 1890 often rubber stamped arrangements made by Ngati Porou runanga about the ownership of blocks. However this was not always the case in Waiapu and elsewhere. For example, the 1876 hearings for Waingaromia were bitterly contested before the Court rejected Ngati Porou claims. The presiding Judge was accused of corruption, but a Commission of Inquiry concluded that this charge was unsubstantiated.
- 2.24 Strongly contested hearings had divisive effects within Ngati Porou. Te Whanau-a-Rakairoa, Te Aitanga-a-Mate and Te Whanau-a-Iritekura hapu had strong whakapapa links, and fought alongside each other during the wars of the 1860s. However, in 1885 tension was created between them when the Waipiro Block came before the Native Land Court and all interested parties were forced to participate in Court hearings in order to defend what they saw as their rights to Waipiro. The Court's investigation led to two re-hearings and a commission of inquiry that was not completed until 1891. Armed conflict between the hapu was only narrowly averted before the process was complete and the final judgment led to a decision by the chief of the unsuccessful party, Tuta Nihoniho, to relocate permanently to the South Island. Petitions to government to rehear the case were still being received as late as 1916, but there was no further rehearing.
- 2.25 The need to travel long distances to often inconvenient locations for extended periods to attend Court hearings could also be very disruptive. For example, in 1880 claimants from Tokomaru Bay complained about having to make a difficult journey to attend hearings at Waiomatatini where the supplies to support them were inadequate. The Native Land Court process could be an expensive one. Court fees had to be paid, and claimants needed food and accommodation while they attended hearings. In 1882 Tuta Nihoniho bitterly criticised the expense Ngati Porou were put to in order to attend a re-hearing of the Puketahinu title investigation at Whakatane. This expense included £250 in legal fees. In 1891 Paratene Ngata described the daily cost of attending Native Land Court hearings as "very burdensome."

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### 2: HISTORICAL ACCOUNT

- 2.26 The greatest direct cost of the Land Court process was the expense of surveys. All the owners had to bear the cost of surveying. This cost was commonly a factor in land sales such as that of Huiarua in 1881 when 2,606 acres were included in a sale of 7,748 acres to cover survey costs.
- 2.27 Parliament occasionally enacted legislation which facilitated the completion of sales that had not complied with the Native land laws in force at the time the transactions were entered. During the 1890s the owners of Paremata were involved in long running and ultimately unsuccessful litigation in the Supreme Court and the Validation Court to prevent the completion of a sale that had not originally complied with all the requirements of the Native land laws. The Validation Court validated a number of such transactions for Ngati Porou blocks during the 1890s.
- 2.28 Ngati Porou fear that the Crown would succeed in purchasing all their land once the Native Land Court had awarded titles led them to withdraw all new claims to the Native Land Court in 1895. Eventually, though, even Marangairoa came into the Court system early in the twentieth century.
- 2.29 The individual shares under the titles awarded by the Court were prone to fragmentation as owners died, and their land interests were divided among their descendants. Many Ngati Porou came to hold land interests in small and dispersed parcels that were of limited economic utility.

### CROWN ACQUISITIONS OF NGATI POROU LAND

*E kaore iara. I haramai tonu koe ki te kai whenua  
Pokokohua! Kauramokai, hei!*

*Yea! But all that was a deep-lined design 'neath which to devour our lands  
Ha! May your heads be boiled!*

From 'Te Kiringutu', a well-known Ngati Porou haka adapted by Tuta Nihoniho, first performed in 1888 protesting Crown acquisitions of Ngati Porou land

- 2.30 During the nineteenth century, and the early years of the twentieth century, the Crown characterised Maori land that was not used for habitation or cultivations as "waste lands." The Crown argued that such land had little economic value, and should be made available to European settlers who would improve it and make it economically productive. The Crown began attempting to purchase large areas of Ngati Porou land in the 1870s. However many Ngati Porou preferred to lease rather than sell land. The Crown opened a number of lease negotiations, but never completed any leases as its preference was to purchase.
- 2.31 Before 1879 the Crown frequently opened lease and purchase negotiations by paying advances before the Native Land Court had determined the ownership of the land under negotiation. Crown land purchase agents did not always adequately identify and consult with all of the owners before paying advances. Some owners only discovered their land was under negotiation when surveyors arrived to define its boundaries. This caused much resentment among Ngati Porou.

## DEED OF SETTLEMENT

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### 2: HISTORICAL ACCOUNT

- 2.32 Parliament enacted a number of pieces of legislation over the years that empowered the Crown to negotiate for land as a monopoly purchaser. The Crown generally created this privileged market position by issuing proclamations prohibiting private competition for the blocks it wished to acquire. These prohibitions were not removed until the Crown was satisfied with the outcome of its negotiations. Legislation enacted in 1909 limited the duration proclamations prohibiting private alienations could remain in force. However, when prohibitions issued for Ngati Porou land after 1909 expired, the Crown often replaced them with fresh proclamations to protect its continuing negotiations from private competition. More than 260,000 hectares of Ngati Porou land was subject to proclamations prohibiting the owners from alienating any interests to private parties between 1876 and 1926.
- 2.33 The Crown increasingly negotiated for Ngati Porou land with individual owners rather than collectives of owners after the 1870s. This enabled individuals to sell land interests irrespective of the views and mana of Ngati Porou whanau and hapu. New legislation in 1909 provided that Maori land could only be sold with the approval of meetings of the assembled owners. However in 1913 the Parliament again empowered the Crown to purchase from individual owners. The Crown's acquisition of individual interests often extended over many years.
- 2.34 The frequently slow and protracted nature of Crown land purchase operations meant that prohibitions against private alienations of Ngati Porou land often remained in place for many years. These prohibitions affected all of the owners in a proclaimed block, regardless of whether they wanted to negotiate with the Crown. For long periods it was difficult for Ngati Porou to derive economic benefits from land under negotiation with the Crown except by selling it to the Crown.
- 2.35 The Crown sought to acquire Ngati Porou land as cheaply as possible. It did provide in 1905 that the Government valuation should be legally established as a guaranteed minimum price the Crown should pay for Maori land. However in 1920 Apirana Ngata argued that the Crown frequently paid prices based on outdated valuations that were too low.
- 2.36 The Crown was unable to persuade Ngati Porou to sell as much land as it would have liked to acquire. Even so it still purchased more than 190,000 hectares before 1930. Much of this land was never on sold to settlers. Nearly one third of the land the Crown purchased from Ngati Porou before 1930 remains in Crown ownership, in the public conservation estate.

### ATTEMPTS AT COLLECTIVE MANAGEMENT OF NGATI POROU LAND

- 2.37 In the late 1870s a number of Ngati Porou tried to vest their land in trusts to facilitate managing these lands on a collective basis. The trusts were intended to promote the economic development of the East Coast. The trustees spent large sums of money recovering Ngati Porou interests that had previously been leased in the Kaiti, Pouawa and other blocks. Just over 24,000 hectares of Ngati Porou land was vested in these trusts between 1878 and 1881.
- 2.38 However the Native land laws did not allow Maori to vest customary land in trusts, and the Crown declined to support this scheme. In 1880 the trustees unsuccessfully

## **DEED OF SETTLEMENT**

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### **2: HISTORICAL ACCOUNT**

promoted a Bill in Parliament that would have given the trusts legal recognition. The Supreme Court held in February 1881 that the Pouawa trust deed was void. This decision meant that all the other trusts established over Ngati Porou land were also void. The trust scheme had also run into severe financial difficulties.

- 2.39 The promoters of the trust scheme formed the New Zealand Native Land Settlement Company in 1881 to take over the scheme. The Company purchased Ngati Porou interests in the Kaiti, Mangaheia, Waimata and Paremata blocks. It paid for this land either with shares or small sums of cash. Pakeha businessmen provided the Company's cash resources. The Company intended to develop most of its land for sale to European settlers, and to pay the original owners two thirds of its profits. The contract for the purchase of the Paremata block provided for nearly 20% of the block to be returned to the original owners after the company had finished developing it.
- 2.40 However the Company's sales were disappointing, and it went into liquidation in 1888. All the Company's unsold land was mortgaged to the Bank of New Zealand, and the original Ngati Porou owners faced the possibility of never receiving a meaningful payment for the land they had sold. A new private trust was established in 1892 to redeem the mortgaged land. However the trust's debts continued to escalate throughout the 1890s.
- 2.41 The Crown declined several requests to intervene in the affairs of both the Company and the trust. The Crown had little confidence in the viability of either, and it was generally not Crown policy to intervene in private business affairs at this time. However in 1902, with the Bank on the verge of holding a mortgagee sale, the Crown arranged the creation of a statutory trust to take over the indebted lands, and recover some value for the original owners. Just under 20,000 ha of Ngati Porou land was vested in this Trust.
- 2.42 The East Coast Maori Trust was initially administered by a Board of Pakeha businessmen. By 1905 the Board had sold sufficient land to pay off the mortgage. This included 1,867 ha at Paremata. However the blocks in the Trust had not all been equally liable for the mortgage. Some had contributed more than they were liable for, and others less. In order to facilitate the resolution of these debts without selling a large quantity of additional land, the Crown then appointed a Commissioner to administer the remaining blocks vested in the Trust, and develop them for commercial agriculture. The Crown did not provide for the Ngati Porou owners to have a meaningful role in the administration of the Trust for more than forty years. In 1930 the Crown purchased a significant quantity of Ngati Porou land in the Maungawaru and Mangaokura blocks that the Trust was unable to develop farms on. The Trust was successful in developing the remaining land vested in it, and in 1955 all of the Ngati Porou land still vested in the Trust was returned to Ngati Porou control.

### **NATIVE TOWNSHIPS**

- 2.43 The Native Townships Act 1895 empowered the Crown to establish townships on Ngati Porou land. One of its key purposes was to facilitate Crown control over areas of Maori land which could not easily be purchased. The Crown was to take control of the land in these townships, and administer it on behalf of the owners. The Crown proposed to lease most of the land in the townships to settlers. The Crown would take ownership of roads and public reserves in the townships without paying compensation to the owners,

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### 2: HISTORICAL ACCOUNT

while up to 20% of township land was to be reserved for the owners. The Native Townships Act did not require the Crown to consult Maori before proclaiming the establishment of townships on Maori land.

- 2.44 The Crown unsuccessfully attempted to purchase the Te Puia hot springs between 1885 and 1895. The Crown's determination to acquire the hot springs was one of the reasons for the enactment of the Native Townships Act 1895. There is no record of the Crown consulting Ngati Porou before it proclaimed the establishment of Te Puia township in 1897. The township was located on 503 of the 709 acres in the Waipiro 6 block. In 1899 the hot springs became Crown land after no objections were received to a plan depicting the hot springs as public reserves was displayed in Waipiro for two months. The Crown took this land in 1899 without paying Ngati Porou any compensation for it.
- 2.45 The Crown established native townships at Waipiro (497 acres), Te Araroa (383 acres) and Tuatini (90 acres) in 1899 and 1900 in response to applications from settlers. The Crown established a township at Waipiro despite it being less than ten miles from Te Puia, and the Native Townships Act 1895 providing that no township should be created within ten miles of another.
- 2.46 The Crown began arranging fixed term leases in the Native townships on Ngati Porou land in 1900. However, due to a mixture of bureaucratic inertia, and the ownership of all the township land not being determined by the Native Land Court until 1926, it was many years before the Crown distributed any rents to the owners. In 1908 some of the Te Puia owners who had lost control of their land, and were receiving no income from it, offered all of Waipiro 6 for sale.
- 2.47 The Crown completed the purchase of Waipiro 6 between 1909 and 1912. The Native land legislation provided that the Crown was not to pay less than the Government valuation for any land it purchased. However, in 1910 the Crown obtained an out of date 1906 valuation which valued 656 acres of Waipiro 6 at £3,339. The Crown did not seek a new valuation. There is no evidence the Crown told the owners about the 1906 valuation before its offer of £3,049 for 677 acres was accepted. This acceptance was given by the owners who held a majority of the shares in Waipiro 6 that were represented at a meeting of the assembled owners. The Crown acquired all of Waipiro 6, even though the owners who voted in favour of the sale held less than half of all the shares in the block.
- 2.48 The Crown yielded to settler pressure to grant perpetual leases in the other three townships after 1910. Despite strong Ngati Porou opposition, by the mid 1920s the Crown had converted about half the Tuatini leases, and much smaller proportions of the Te Araroa and Waipiro leases, into perpetually renewable leases. The Crown concluded in the mid 1920s that a mistake had been made in granting such leases, and no more were issued.
- 2.49 The Crown hoped the townships would generate economic activity from which Ngati Porou would benefit, but none of the townships was a long term economic success. A Crown official described Waipiro as "practically an abandoned township" in 1953. The owners were declining to renew most of the Waipiro leases, and by the mid 1970s much of this township had been returned to its owners' control.

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### 2: HISTORICAL ACCOUNT

- 2.50 The Crown resumed converting fixed term leases to perpetual leases in 1955 even though Ngati Porou continued to oppose perpetual leases. By the 1970s nearly all the remaining leases on native township land in the Ngati Porou rohe were perpetual leases. The Crown retained control of Tuatini and Te Araroa, but most of the town sections in Te Araroa were being used for grazing livestock rather than as town land.
- 2.51 In 1974 a Royal Commission of Inquiry strongly criticised perpetual leases as they yielded rents well below market rates. The Crown did not, however, introduce reforms to make the rents fairer for the lessors until the 1990s.

### PUBLIC WORKS TAKINGS

*Na nga Mema ra te kohuru  
Na te Kawana te koheriheri!  
Ka raruraru nga ture!*

*The Members of Parliament have done this black deed  
And the rules have conspired in the evil!  
The laws of the land are confused!*

From Haka 'Te Kiringutu'

- 2.52 The Crown has compulsorily acquired a significant quantity of Ngati Porou land since the 1870s. It was empowered by the Native land legislation of the nineteenth and early twentieth centuries to compulsorily acquire up to five percent of any Maori owned block for road making so long as the land was taken within ten years of the Native Land Court awarding a title for it. This power was extensively used on the East Coast after 1878. The Crown did not pay compensation for these takings, and did not consult Ngati Porou about their extent or location so long as occupied lands were not taken. The maximum possible five percent was taken from the strategically important Kaiti block to help facilitate European settlement north of Gisborne.
- 2.53 Since 1882 the Crown has used Public Works legislation to compulsorily acquire land for almost any public purpose. In addition to road making, the Crown has taken Ngati Porou land for harbour works, scenery preservation, sanitation, education, health, navigation and other public purposes.
- 2.54 Ngati Porou lost ownership of some significant sites through these takings. In 1905, the Crown compulsorily acquired land at Kakepo in Tokomaru Bay, which included the sacred a tauranga waka site, for the purpose of constructing a wharf. The substantial amount of land taken from Kaiti in the 1920s to facilitate the development of Gisborne Harbour included papakainga land, and forced the relocation of the marae that had been located on the land taken. In 1926 a Ngati Porou representative described the proposed takings in Kaiti as "an unjustifiable act of tyranny."
- 2.55 The Crown seldom consulted Ngati Porou about takings under the Public Works legislation before the middle of the twentieth century. The Crown paid compensation for takings under Public Works legislation, but there could be considerable delays before payments were actually made.

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### 2: HISTORICAL ACCOUNT

- 2.56 The Crown did not always return compulsorily acquired land to Ngati Porou once it had finished using this land for the purpose for which it was taken. Whangaokeno Island was taken in 1898 for a lighthouse that ceased operation in 1922. However there was no legal requirement for the Crown to return the island, and the Crown retained ownership of it.
- 2.57 The Crown used its statutory powers to compulsorily acquire land on the East Coast more than two thousand times between 1884 and 1992. The incidence of compulsory acquisition was probably higher than in most other parts of the country, and the negative impact on Ngati Porou landowners was significant.

### THE TAIRAWHITI MAORI LAND BOARD

- 2.58 The Crown established the Tairawhiti Maori Land Council in 1900 to supervise the administration of Maori land in the East Coast region. At least half the members of this Council were to be Maori elected by Tairawhiti land owners. However in 1905 the Crown replaced this Council with the Tairawhiti Maori Land Board. Only one of the three members of the Board was required to be Maori and all were appointed by the Crown.
- 2.59 The principal business of such Boards until the 1920s was overseeing the selling and leasing of Maori land. Sales and leases to private parties after 1909 had to be approved at meetings of the assembled owners. At these meetings, the approval of the owners controlling a majority of the shares in any block who were present at the meeting was required for any land alienation to proceed.
- 2.60 The Crown compulsorily vested more than 35,000 acres of Ngati Porou land in the Tairawhiti Maori Land Board between 1906 and 1909. In 1909 Parliament empowered the Board to lease this land for up to 50 years without reference to Ngati Porou.

### THE MAORI TRUSTEE

- 2.61 The Crown gave Ngati Porou little support to develop their own land before the 1920s. The Stout Ngata Commission reported in 1907 that it was impressed with Ngati Porou efforts to develop their own land. By 1907 Ngati Porou in Waiapu were running 83,000 sheep, 3,200 cattle and 8,200 pigs on 57,000 acres that had been cleared and grassed. However Ngati Porou had little access to development finance. Private banks have always been reluctant to lend money on land with multiple owners. The Stout Ngata Commission was critical of the Crown for failing to provide Maori with the same level of assistance it provided for settlers to develop their land.
- 2.62 In 1920 Parliament empowered the Native Trustee to lend Maori Land Board funds to develop Maori freehold and vested land. The Trustee had lent nearly £150,000 within the Tairawhiti district by 1931 by which time the Native Trust Office was also empowered to directly manage the lands involved. The Trustee, who was also the Under Secretary of the Maori Affairs Department between the 1930s and 1980s, did not always develop Ngati Porou farms to their full productive capacity because of the level of investment and consequent debt required to do so.

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### 2: HISTORICAL ACCOUNT

- 2.63 The Native Trustee was renamed the Maori Trustee in 1947. In the early 1950s the Crown instructed the Maori Trust Office to divest itself of farming operations. Some of the farms the Trustee returned to Ngati Porou quickly became uneconomic, and the Trustee resumed management of them. By 1991 no Ngati Porou farms remained under the direct management of the Trustee.
- 2.64 In 1953 a new Maori Affairs Act provided that the Maori Trustee could ensure that lessees complied with the terms of their leases. Ngati Porou have a grievance about the way the Trustee exercised these powers.
- 2.65 The Maori Trustee's administration of leased Ngati Porou land caused much dissatisfaction among Ngati Porou. A Maori Trust Office report in 1982 noted that the circumstances of the Papatarata lease raised doubts about the quality of its administration of this and the other blocks it was responsible for. The Trustee still administers more than 20,000 hectares of leased Ngati Porou land.

### DEVELOPMENT SCHEMES

*Tena koutou e whakahoki mai nei i to matau hoiho.*

*I haere ma atu to matau hoiho. E kite aku nei matau, he patito kei runga i tana tuara inaianei.*

[Greetings to you who have brought our horse back to us. Our horse was given to you clean. We see now with your return of it that it has a scab on its back.]

Rapata (Bobby) Haerewa, elder of Awatere Marae addressing Dept. of Maori Affairs at the hand back of Awatere Development Block, 1988.

- 2.66 When Sir Apirana Ngata became Native Minister in 1929, he instituted a number of schemes to develop Maori land for commercial agriculture using Crown funds. The Crown administered these schemes, and Ngata characterised its complete control over them as a "benevolent despotism." The Crown managed a number of development schemes in the Ngati Porou rohe between the 1930s and 1980s.
- 2.67 Land could not come into development schemes without the consent of most owners, but Ngati Porou were always opposed to losing control of their land. In 1969 the Crown agreed to establish a five member "Development Committee" for each scheme that would include two owners' representatives appointed by the Crown. The Crown established these committees to give "provisional" approval to management plans for each scheme, but gave them no legal power to control management decisions. Ngati Porou were strongly critical of the Crown's ability to direct the administration of the schemes without being accountable to the owners.
- 2.68 A number of development schemes were established in the Ngati Porou rohe during the 1960s. At this time, the Crown proposed to Ngati Porou landowners that the land taken over by development schemes would be developed into economically viable farms and returned to their control once this had been achieved, which Crown officials said could be expected within 10 years. However, the Crown sometimes found it difficult to develop the land and to appoint competent managers to run the development schemes. Ngati Porou frequently criticised what they regarded as the incompetence of the Crown's management. Ngati Porou also criticised what they saw as unnecessary costs being

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### 2: HISTORICAL ACCOUNT

incurred in the management of the development schemes and the failure of Crown managers to heed the advice of the landowners when making management decisions.

- 2.69 The Crown charged the costs of development schemes against the land for which they were incurred. It intended to recoup these costs out of the profits made by the farms that were developed. The return of land to Ngati Porou control was frequently delayed through the 1970s and early 1980s by the need to reduce to manageable levels the large debts which had accumulated against development scheme land. A considerable quantity of Ngati Porou land remained under Crown administration for much longer than the ten years the landowners were led to expect would be the case. Owners in the Awatere Development Scheme told the Crown in the 1970s that the scheme's debt was far in excess of the property's value, and that many elders would no longer be alive by the time the debt was repaid.
- 2.70 The Crown decided to withdraw from land development schemes after 1984. All of the schemes were soon returned to the control of the Ngati Porou land owners.
- 2.71 However, the Crown and Ngati Porou disagree over the fairness of the manner in which the Crown effected its withdrawal from the schemes. The Crown wrote off all of its development costs on some blocks, but others such as Hereumu were returned to Ngati Porou carrying significant debts arising from the costs the Crown had incurred developing this land. These debt levels were based on what the Crown thought was manageable for the farms concerned. In 1987 the Crown considered that the overall impact of the development schemes had been to significantly expand the economic base of Ngati Porou. However Ngati Porou consider that much of the land was returned to them in circumstances that made successful farming operations extremely difficult. Ngati Porou found it difficult to maintain some of the farms returned to them with the debt levels passed on by the Crown. They had to reduce stock numbers, and there was a deterioration in fences and other farm infrastructure. When they were unable to meet their debt repayments, Crown officials threatened them with mortgagee sales.

### CONSOLIDATION SCHEMES

- 2.72 The Crown carried out a substantial re-organisation of many Ngati Porou land titles during the twentieth century. In an attempt to alleviate the problem of fragmented land interests that was a legacy of the Native land laws introduced in the nineteenth century, the Crown carried out eight schemes between 1915 and 1971 designed to consolidate individual and whanau interests into large blocks. The consolidation scheme in Northern Waiapu involved 126,000 acres and 19,400 individual interests.
- 2.73 Some Ngati Porou considered the consultation undertaken by the Crown in this process inadequate. The consolidation schemes sometimes resulted in Ngati Porou losing their interests in land to which they had customary connections, and acquiring interests in land to which they had none. The process of fragmentation was not prevented by the consolidation schemes because individual succession to the interests of deceased owners continued. Despite the effort put into consolidation schemes, many Ngati Porou found that trusts and incorporations afforded them a better means of achieving collective control over their land, although neither directly addressed the fragmentation of shares.

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### 2: HISTORICAL ACCOUNT

2.74 In addition to the consolidation schemes, some Ngati Porou land interests were amalgamated to facilitate development schemes. For example, in 1965 the Maori Land Court approved the amalgamation of sixteen blocks into a single unit under a single title that would comprise the Hereumu development scheme. Owners in some of the blocks to be amalgamated objected, but the Court decided the amalgamation should proceed regardless. It argued that the inclusion of these areas was required for the common good, and also was in the best interests of these owners in the longer term. The objecting owners therefore had their interests in the blocks that they were occupying or leasing converted into interests in the new larger block to be developed under Crown management. No provision was made for these interests to be later removed from the larger consolidated block, if this was what the owners wanted.

### UNECONOMIC INTERESTS

2.75 The Crown also sought to address the issue of fragmented land interests by empowering the Maori Trustee to compulsorily purchase uneconomic interests in Ngati Porou land between 1953 and 1974. These purchases severed the connections of many Ngati Porou to their ancestral land, and deprived them of their turangawaewae. In 1953 the Maori Trustee was empowered to sell the shares to other owners, and in 1967 this power of sale was extended to include other Maori and certain types of lessees of Maori land. In 1987 Parliament enacted legislation providing for the Maori Trustee to return all the uneconomic interests that it still held to the original owners or their descendants.

### RATING

2.76 In 1910 Parliament enacted legislation promoted by the Crown which empowered local councils to levy rates on Maori land held under Native Land Court titles on the same basis as European land. Such land had been liable for rates at half the rate of European land since 1894. The many difficulties that Ngati Porou had utilising their land for economic advantage meant that a large quantity of it was not in productive use, and was not generating any income to pay the rates levied against it. The legislation was intended to force a large area of unused Maori land into being developed for use either by Maori or by Europeans.

2.77 Significant debts due to arrears of rates began to attach to a number of Ngati Porou blocks after 1910. By 1930 the Waiapu County Council claimed £23,000 on Ngati Porou land in the Waiapu district. Ngati Porou landowners could not generate all of the necessary funds to pay these arrears without alienating land. More than half the arrears were written off. The Crown, though, acquired nearly 7,000 acres from Ngati Porou in return for paying arrears of rates while arranging consolidation schemes during the 1920s and 1930s.

2.78 A large quantity of the Ngati Porou land liable for rating was isolated from the roads and services paid for by rates. The Maungawaru and Mangaokura blocks vested in the East Coast Trust were sold to the Crown because of the rates debt they were accumulating. These blocks were thirty miles from the nearest road, and did not generate any income. In 1933 the East Coast Trust Commissioner criticised the unfairness of isolated Maori land being subject to rates. He noted that, in contrast to European settlers, Maori were the original owners of their land and had not acquired it with a view to exploiting the roads paid for by rates.

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### 2: HISTORICAL ACCOUNT

2.79 Between 1910 and 1967 Parliament enacted legislation giving the Crown a discretion to exempt uneconomic Maori land from rates. However the Crown was sometimes reluctant to exercise this discretion. In the late 1960s the Crown declined to accept a recommendation by the Waiapu County Council that some land in Tapatu be exempted from rates. The Crown instead offered to purchase this land which it thought might attract commercial interest in its timber. Unpaid rates continued to be a factor in some sales of Ngati Porou land in the 1970s. In 1973 the New Zealand Maori Council criticised the unfairness of rates for ancestral Maori land being based on valuations driven by commercial values.

#### WAIAPU - EROSION AND FLOODING

- 2.80 The geology of the East Coast makes the region severely prone to erosion. The rate of erosion and its associated environmental effects have become significantly worse since European settlement and commercial land development began on the East Coast in the 1880s. This has been due to extensive deforestation undertaken to make land available for the development of farming.
- 2.81 The increase in erosion and flooding since the 1880s has had a major impact on Ngati Porou. The Waiapu River and its tributaries are central to Ngati Porou's spiritual identity, and the health and mauri of their rivers have been badly damaged by accelerated erosion. The land Ngati Porou has retained along the lower parts of these rivers is especially vulnerable to the impacts of erosion. Between 1894 and 1932 the Waiapu River carried away 337 acres of land below Tikitiki. The Porourangi carved meeting house had to be moved to higher ground in 1938 because of erosion.
- 2.82 The Crown has been slow to implement erosion control measures, and frequently did not consult Ngati Porou about the measures it did take. In 1939 Ngati Porou owners of land on the banks of the Waiapu wrote to the Crown noting they had lost hundreds of acres to erosion. They asked the Crown to construct erosion protection works along the banks of the Waiapu, but the Crown concluded the expense of this work was unjustified. The Crown did establish the Poverty Bay Catchment Board in the 1940s to manage erosion issues on the East Coast, and in 1946 placed control of all East Coast rivers, including the Waiapu, in the hands of this Board. The Crown did not consult Ngati Porou about this step. Despite the Board's control of the rivers, it was not until 1963 that all of Waiapu and Matakaoa counties became part of a district for which a Catchment Board was responsible. No flood protection works had been constructed on the Waiapu River by 1964.
- 2.83 In the 1960s afforestation became the centrepiece of Crown erosion control policy in Waiapu. In 1967 a Crown appointed technical committee recommended the implementation of a large scale program of afforestation in the East Coast hill country near the sources of the region's rivers (the **East Coast Project**). The Crown did not consult Ngati Porou before directing the New Zealand Forest Service (**NZFS**) to try to acquire land from Ngati Porou and other private landowners in the headwaters area to plant new forests. Ngati Porou land owners in that area asked the Crown to fund them to undertake their own afforestation on some of their land but this request was rejected.
- 2.84 Funding limits and landowners' refusal to alienate their lands contributed to only 36,000 of the 100,000 hectares initially earmarked by the Crown being planted in new forest by

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### **2: HISTORICAL ACCOUNT**

1987. Crown agencies continued to fund some land owners to clear bush to facilitate the commercial development of land despite Catchment authorities considering it should be made available for afforestation.

- 2.85 Even so, by the mid 1980s, the NZFS had become an important part of the East Coast economy, and employed ten percent of the workforce. The Crown, though, began restructuring its role in the economy after 1984. The NZFS was disestablished in 1987, and the East Coast Project was suspended. This caused heavy job losses. At the beginning of 1988 the Crown proposed to plant only an additional 30,000 ha subject to the local community raising the funds for this.
- 2.86 In March 1988 the East Coast was hit by Cyclone Bola. Tens of thousands of hectares of grazing land and forest across the East Coast was lost in landslides. A Crown report described this as a “disaster waiting to happen”. The Crown introduced a new afforestation scheme for the East Coast later in 1988 which concentrated on providing flood protection for the heavily populated districts in the southern part of the region. Waiapu was not included in this scheme because of funding limits.
- 2.87 The Crown introduced the East Coast Forestry Project in 1992. This project initially aimed to have 200,000 ha of commercial forests planted over 28 years on erodible East Coast land. However the commercial focus of the project meant that some of the worst erosion prone land which is unsuitable for commercial forestry would not be targeted for afforestation.

### **MINERAL RESOURCES**

- 2.88 There has been oil exploration in the East Coast region since the 1860s. Ngati Porou negotiated agreements with oil companies before 1937 promising them royalties if commercial oil fields were found on their land. However the Crown nationalised all petroleum resources in New Zealand in 1937, and made no provision for land owners to receive royalties from commercial oil fields. Sir Apirana Ngata condemned what he characterised as the confiscation of East Coast oil resources in a haka he delivered as Member of Parliament in 1938:

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### 2: HISTORICAL ACCOUNT

<i>Ka nukunuku! Ka nekeneke! Ka nukunuku! Ka nekeneke!</i>	<i>Let me move! Let me travel!</i>
<i>A ha ha!</i>	
<i>Kia kite au I te tai o te uru, Kia kite au I te tai o Poneke, E haruru mai nei na!</i>	<i>That I may see the western sea, That I may see the seas of Poneke, Whose roaring I hear,</i>
<i>Au, au, au e ha! Hei!</i>	<i>Hei</i>
<i>E koro, e Wepu, e!</i>	<i>Mr Webb, Sir!</i>
<i>O!</i>	
<i>Ka horo! E! Ka horo! E!</i>	<i>It has fallen, it has collapsed,</i>
<i>A ha ha!</i>	
<i>Ka horo ra te Tiriti o Waitangi, Ka horo! Hei!</i>	<i>The Treaty of Waitangi!</i>
<i>A ha ha!</i>	
<i>Na te Kawana Kaimahi pea?</i>	<i>It is perhaps the work of the Labour Government</i>
<i>E rona ra I nga ture, E apo ra I nga moni, E mutu ra I te whenua, Ka tangi au, au, au e ha!</i>	<i>Which has altered the laws, Which has absorbed all our money, Which is confiscating our lands? And so I weep.</i>
<i>Kaore hoki te rongo o te ture paohinu e,</i>	<i>Aue! Alas! The disturbing news of the measure for developing petroleum</i>
<i>Tukituki ana I te Rawhiti!</i>	<i>Has penetrated to the remote East Coast.</i>
<i>A ha ha!</i>	
<i>I topea mai I roto o Poneke, I topea mai I roto o Poneke, Ka noho au ka ngetengete, Ka tu au ka tiroiro, E ki te Pirima kuputaka o Niu Tireni,</i>	<i>I was repelled from Wellington! I was rejected from Wellington! And I sat me down in bewilderment And I stood and gazed out in pained wonder And asked, 'Has the Prime Minister of New Zealand broken his word?'</i>
<i>I aue . . . I kei whea?</i>	<i>'And where is he now?'</i>
<i>E koro, e Wepu e . . . me o huruhuru, me o Kamupene hamupaka e! E I aha tera e! E kika ra to waewae, Ki te Tiriti o Waitangi, E kiki ra to waewae Ki te Tiriti o Waitangi, Kia puta kiwaho ra, O te ana raiona I Poneke ra, A whakairi rawa koe Ki nga pakitara o te whare o nga ture, Hei tipare whakaheke toto koa! Upoko Kohua ! Upoko Kohua! Upoko Kohua!</i>	<i>Mr Webb, Sir! With your followers and your sham companies – You have kicked over the Treaty of Waitangi. You have lifted your foot against the Treaty of Waitangi And thrust it from the lions' den at Wellington Or maybe suspended it on the walls of the House of Laws, as a bandage for bloodstained brows! Thou boiled head!</i>
<i>Mau e ki mai, e Wepu, I say Maori, Ina te kohuretanga, Ina te kohiwatanga, Anei te pohanetanga,</i>	<i>Is it that you Mr Webb Will say to the Maori Go back empty handed! Ask and you shall not receive! Knock and I shall turn my back on you!</i>
<i>I aue, hei!</i>	<i>Alas! Alas!</i>

2.89 The nationalisation of petroleum as well as of gold, silver and uranium was confirmed by the Crown Minerals Act 1991.

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### 2: HISTORICAL ACCOUNT

#### SOCIO ECONOMIC ISSUES

- 2.90 Ngati Porou were always keen to exploit the economic opportunities provided by Pakeha settlement in New Zealand. In the 1850s Ngati Porou-owned schooners were transporting Ngati Porou agricultural produce to Auckland. War and changing market conditions sometimes had severe economic impacts in the nineteenth century. Nevertheless during Crown land purchase negotiations in 1880, Ngati Porou expressed an expectation that land sales to the Crown would lead to the creation of new markets and infrastructure such as railways that would facilitate their economic development.
- 2.91 The Crown has been slow to provide infrastructure on the East Coast. Until several decades into the twentieth century travellers to the region from the south had to come by sea or by a road that ran directly along the sometimes treacherous coastline. A railway was never constructed on the East Coast. Parts of the Ngati Porou rohe have yet to be provided with an electric power network.
- 2.92 In 1865 Ngati Porou in Rangitukia approached the Crown to provide them with a school for their children. Between the 1870s and the 1930s the Crown established schools for Ngati Porou at various locations on the East Coast as part of its Native school system. It took time to establish the schools. Whangara residents requested a school in 1886, but Whangara children were unable to attend a local Native school until 1902.
- 2.93 The Crown saw these schools in part as a means of assimilating Ngati Porou into European culture. Ngati Porou children were, therefore, strongly discouraged from speaking their own language in Crown run schools for decades. A senior Crown education official predicted in 1918 that Maori would disappear as a spoken language. Another senior official argued in 1931 that this would inflict no loss on Maori. Sir Apirana Ngata supported the schools teaching in English until the mid 1930s as he believed Maori children needed to learn English to make their way in the world. However, he wrote in 1939 that “nothing was worse than for one to be with Maori features but without his own language”.
- 2.94 The Crown education system had much lower expectations for Ngati Porou than Pakeha for nearly 100 years after 1867. It sought to prepare most Maori children for manual labouring occupations only. The amalgamation of the Native school system into the general school system during the twentieth century did not change this. A Crown study in the 1990s concluded that the educational qualifications of East Coast residents lagged well behind those of other New Zealanders. This has restricted the economic and life opportunities available to many Ngati Porou.
- 2.95 A 1935 study of East Coast living conditions by a Crown medical officer concluded that, by European standards, 70% of East Coast Maori were poor and some desperately so. According to a 1939 Health Department survey one quarter of Ngati Porou households in Uawa and around the East Cape did not have running water. Unemployment has been identified as a significant social problem on the East Coast since the 1950s.
- 2.96 By the middle of the twentieth century economic stagnation was a serious problem on the East Coast. The legacy of nineteenth century land tenure reform, and soil erosion were among the contributing factors to this. Many industries which had previously provided employment for Ngati Porou had closed by the late 1960s including all of the

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### 2: HISTORICAL ACCOUNT

dairy factories ( among them the Ngati Porou Company dairy factory,) and all but one of the freezing works. By the early 1990s the East Coast had the highest unemployment rate of any region in New Zealand, and had become one of its most deprived in socio-economic terms.

- 2.97 Many Ngati Porou have migrated to other districts since 1945. The Crown was hesitant in the 1960s to extend programs to improve Maori housing which had instituted in other districts to the East Coast where there were fewer employment opportunities. The Crown actively encouraged Ngati Porou with young families to migrate during the 1960s. More than 80% of Ngati Porou now live outside the East Coast. As a result Ngati Porou communities have suffered in various ways including by having fewer people remaining to support local Marae.
- 2.98 The arrival of Europeans in New Zealand exposed Maori to infectious diseases against which they had no immunity. This caused large population losses for Ngati Porou in the decades following 1840. The Crown began funding some medical services for Ngati Porou during the nineteenth century, but nineteenth century medical science could not cure some of the diseases afflicting Ngati Porou. Many Ngati Porou continued to place greater confidence in their traditional health practices. Crown health care services have contributed to improvements in Ngati Porou health since this time. Even so Crown health policies did not prevent Ngati Porou suffering far more than Pakeha during the twentieth century from diseases of poverty such as tuberculosis and typhoid. Research since the 1920s shows that Maori health including that of Ngati Porou has consistently been worse than that of other New Zealanders.
- 2.99 In 1900 Parliament empowered the Horouta and Takitimu Maori Councils to oversee the creation and administration of primary health care programs on the East Coast. The Councils were authorised to enact and enforce regulations addressing sanitation, and other public health issues. However the insufficient funding provided by the Crown for this purpose contributed to the Councils being unable to carry out this task effectively. They had ceased functioning by the mid 1940s.
- 2.100 The Crown established the Cook and Waiapu hospital boards near the turn of the twentieth century to administer the provision of hospital services in the East Coast region. There was little Ngati Porou representation on either of these boards before the 1970s. In 1988 the Director General of Health characterised Crown health policies, and the development and delivery of Crown health services as monocultural.

### NGATI POROU AND THE DEFENCE OF NEW ZEALAND

*We are participants in a great Commonwealth, to the defence of which we cannot hesitate to contribute our blood and our lives. We are the possessors of rights which we must qualify to exercise, also of obligations which the Maori must discharge always in the future as he has done in the past.*

Sir Apirana Ngata

speaking at Whangara on ANZAC Day 1946

- 2.101 Ngati Porou has a long and proud record of service in New Zealand's defence. This record began in the 1880s with the voluntary Ngati Porou Rifles formed in response to the threat of war with Russia.

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### 2: HISTORICAL ACCOUNT

- 2.102 When the New Zealand government proposed to raise a contingent of volunteers for service in South Africa Captain Tuta Nihoniho offered to lead 500 Ngati Porou troops. The offer was declined but some Ngati Porou servicemen did venture abroad with the several contingents that left these shores between 1900 and 1902.
- 2.103 Another offer of service was made in 1914 at the outbreak of the First World War and this time it was accepted. The Maori contingent, the Pioneer Battalion also known as Te Hokowhitu-a-Tu, drew 2,550 men overseas; a fifth of these men were from Ngati Porou, all of whom were volunteers.
- 2.104 During the Second World War, 25% of the 3600 men who formed and reinforced the 28 (Maori) Battalion were from Tairāwhiti and nearly 10% of the entire Maori population from Muriwai to Torere served overseas. Most of these men served in C Company, and 75% of them were Ngati Porou. The casualty rate for C Company in which most Ngati Porou served was nearly 70% (i.e. killed, wounded, prisoner of war).
- 2.105 The cost of Ngati Porou's participation in war has been high. The immediate and long term consequences for Ngati Porou of WWII included:
- a. the loss of many present or future Ngati Porou leaders; and
  - b. a diminished ability to effectively administer and safeguard their land interests during the war due to the departure from New Zealand of so many whanau and hapu leaders; and
  - c. every Ngati Porou whanau had members who either did not return home or returned badly scarred by their war service overseas; and
  - d. some family names and even family lines no longer exist because the last representative died as a result of the war; and
  - e. the erosion of the whanau as an effective unit for the transmission of knowledge to younger members, for sharing in the upbringing and discipline of family members, and for the basic tasks of caring for each other; and
  - f. the loss of many native speakers and practitioners of Te Reo me nga Tikanga o Ngati Porou. Their absence and loss has been enormous to both their whanau, the home, and the wider community.
- 2.106 Many volunteers from Ngati Porou have served New Zealand in all external military operations since 1945, and Ngati Porou continue to make up a significant part of the New Zealand Army today.
- 2.107 A famous example of Ngati Porou's courage and loss was the capture of Point 209 in Libya in the face of determined enemy action for which Second-Lieutenant Te Moananui-a-Kiwa Ngarimu and 22 of his unit paid the ultimate price.

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### 2: HISTORICAL ACCOUNT

2.108 Ngati Porou sacrifices in war have often been memorialised in song. 'Haere mai ra e te Kawana', composed and translated by Sir Apirana Ngata for the public ceremony to mark the posthumous award of the Victoria Cross to 2/Lt Ngarimu captures the spirit of those compositions:

Haere mai ra e te Kawana, e!  
Ki te Tai Rawhiti.  
Haria mai te tohu toa  
He mea tohenga nui,  
Na te toto heke ra,  
Na te whakamomori,  
Haere mai ra e te Kawana, e!  
Haere mai! Haere mai ra!

Welcome to thee, O Governor!  
Come to the Eastern Sea,  
Bringing the Cross of Valour.  
Emblem of striving to death;  
Won by the shedding of blood,  
By will and effort supreme.  
Welcome to thee, O Governor!  
Welcome, thrice welcome, to thee!

Nau mai, e te Pirimia  
Me te Tuarangi!  
Haere mai ra, kia tangi koe  
Ki taku aukura  
Na te ao ana hanga,  
Kia raru noa ko au.  
Haere mai ra, e hoa ma!  
Haere mai! Haere mai ra!

Greetings to thee, Prime Minister,  
And to thy noble band!  
Mingle thy tears with ours  
For this our Beloved Son.  
What cares the world in travail!  
For such a one as I?  
Come then, ye Sirs, we greet you,  
Welcome, thrice welcome, to you!

Aotea! Te Waipounamu!  
Tenei nga kura nei!  
Na te toto heke ra,  
Na te whakamomori.  
Moana, e! Manahi, e!  
Me Te Tuahu ra!  
E tama ma, i hira ai  
Ahau ki runga ra!

Aotea and Waipounamu!  
Here are the honours they earned.  
Risking their lives regardless  
Striving with might and main.  
Moana, son! Manahi, too!  
And Te Tuahu! Ha!  
Heroes who have by doughty deeds  
Lifted my fame on high!

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### 3: ACKNOWLEDGEMENTS AND APOLOGY

## 3 ACKNOWLEDGEMENTS AND APOLOGY

### ACKNOWLEDGEMENTS

#### *Ngati Porou has honoured its Treaty obligations*

- 3.1 The Crown acknowledges that, as a Treaty partner, Ngati Porou has fulfilled its obligations under the Treaty of Waitangi.
- 3.2 The Crown also acknowledges the significant contribution that Ngati Porou, its rangatira, whanau and hapu have made to New Zealand including military service in many parts of the world, as well as the economy, education, farming, politics, culture, arts, public service and business.
- 3.3 The Crown acknowledges that, despite Ngati Porou fulfilling its Treaty obligations, the Crown has breached the Treaty of Waitangi and its principles in a number of respects. The Crown also acknowledges that, despite Ngati Porou's significant contribution to New Zealand, it has failed to address the longstanding grievances of Ngati Porou in an appropriate manner, and that recognition of Ngati Porou grievances is long overdue.

#### *Conflict in 1865 and its aftermath*

- 3.4 The Crown acknowledges that some Ngati Porou today are aggrieved at the role of the Crown in the fighting on the East Coast in 1865.
- 3.5 The Crown acknowledges that the detention without trial of some Ngati Porou who suffered in harsh conditions on the Chatham Islands for more than two years between 1866 and 1868 was an injustice and a breach of the Treaty of Waitangi and its principles.

#### *The Native land laws and the Native Land Court*

- 3.6 The Crown acknowledges that -
  - 3.6.1 it did not consult Ngati Porou about the introduction of the Native land laws;
  - 3.6.2 the resulting individualisation of land tenure was inconsistent with tikanga Ngati Porou;
  - 3.6.3 some key Crown goals in introducing these laws were to make Ngati Porou land available for European settlement, and eventually to detribalise Ngati Porou and assimilate them to European culture;

## DEED OF SETTLEMENT

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### 3: ACKNOWLEDGEMENTS AND APOLOGY

- 3.6.4 the individualisation of land tenure made Ngati Porou land more susceptible to alienation, and quickly had a severe impact on Ngati Porou as nearly two thirds of their land had its title individualised between 1874 and 1886;
- 3.6.5 the individualisation of land tenure also made Ngati Porou land susceptible to fragmentation and partition, making it difficult for Ngati Porou to access the benefits of the modern economy; and
- 3.6.6 it refused to provide a means for the collective administration of Ngati Porou land in the Native land legislation until 1894 and this was a breach of the Treaty of Waitangi and its principles.
- 3.7 The Crown acknowledges that it promoted legislation that had the effect of allowing the sale of several Ngati Porou blocks to be completed despite these transactions having failed to comply with all the requirements of the native land laws that governed the alienation of Maori land at the time the transactions were entered into.
- 3.8 The Crown acknowledges that -
- 3.8.1 it required Ngati Porou to engage with the Native Land Court if they wanted to participate in the modern economy; and
- 3.8.2 the Court's processes could be expensive, disruptive, and were inconsistent with tikanga Ngati Porou; and that Ngati Porou had to sell some land to meet the costs of surveys that were part of this process.

#### ***Crown land purchasing***

- 3.9 The Crown acknowledges that its land purchase agents sometimes opened negotiations to purchase Ngati Porou land without adequately identifying and consulting with all the owners.
- 3.10 The Crown acknowledges that -
- 3.10.1 it failed to exercise its monopoly powers in a reasonable manner when it purchased blocks such as Tapatu and Waitangirua and caused Ngati Porou to lose opportunities to lease these blocks; and
- 3.10.2 this misuse of its monopoly powers breached the Treaty of Waitangi and its principles.

#### ***Crown provisions for the administration of Ngati Porou land***

- 3.11 The Crown acknowledges that it failed to provide for Ngati Porou beneficial owners to be involved in the development of policy for the administration of their land vested in the East Coast Trust once it became clear that this Trust would have a long term existence, and that this was a breach of the Treaty of Waitangi and its principles.

## DEED OF SETTLEMENT

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### 3: ACKNOWLEDGEMENTS AND APOLOGY

3.12 The Crown acknowledges that it did not allow Ngati Porou to select any of the members of the Tairawhiti Maori Land Board. The Crown also acknowledges that the compulsory vesting of more than 35,000 acres of Ngati Porou land in this Board between 1906 and 1909 was a breach of the Treaty of Waitangi and its principles.

#### ***Native townships***

3.13 The Crown acknowledges that its failure to seek consent from the landowners before establishing a township at Te Puia under the Native Townships Act 1895 was a breach of the Treaty of Waitangi and its principles.

3.14 The Crown acknowledges that the Native Townships Act allowed the Crown to take ownership of roads and public reserves in the townships without paying compensation to the owners.

3.15 The Crown acknowledges that -

3.15.1 it established Waipiro township closer to Te Puia than the ten miles prescribed by the native townships legislation as the minimum distance required between townships; and

3.15.2 it was slow to distribute rents collected on some Native townships on the East Coast; and

3.15.3 it did not fully comply with the valuation provisions of the Native land laws when purchasing Te Puia township; and

3.15.4 it converted a number of fixed term leases at Tuatini, Waipiro and Te Araroa to perpetual leases despite Ngati Porou's strong opposition.

#### ***Public works takings***

3.16 The Crown acknowledges that -

3.16.1 it compulsorily acquired Ngati Porou land for public purposes, on more than two thousand occasions; and

3.16.2 some land was taken for roads without compensation; and

3.16.3 Ngati Porou lost some land of great importance in public works takings; and

3.16.4 the Crown's public works takings are a significant grievance for Ngati Porou.

#### ***Development schemes***

3.17 The Crown acknowledges that -

## DEED OF SETTLEMENT

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### 3: ACKNOWLEDGEMENTS AND APOLOGY

- 3.17.1 its administration of development schemes deprived Ngati Porou of effective control of large areas of their land for many years; and
- 3.17.2 the Crown charged the costs of development schemes against the land for which they were incurred; and
- 3.17.3 the return of land to Ngati Porou control was frequently delayed by the need to reduce the large debts which had accumulated against development scheme land to manageable levels; and
- 3.17.4 some of the land returned to Ngati Porou from development schemes was returned carrying debt; and
- 3.17.5 the development schemes did not meet the outcomes that Ngati Porou were led to expect, and it was difficult for Ngati Porou to profitably farm some of the land returned to them.

#### ***Consolidation schemes and amalgamation***

- 3.18 The Crown acknowledges that -
  - 3.18.1 the consolidation schemes carried out by the Crown of what were deemed to be “uneconomic interests” sometimes resulted in Ngati Porou losing their interests in land to which they had customary connections, and acquiring interests in land to which they had none; and
  - 3.18.2 the consolidation schemes did not stop the process of fragmentation which continued as each successive generation died; and
  - 3.18.3 owners in some blocks had their interests amalgamated into larger blocks for inclusion in development schemes against their wishes; and
  - 3.18.4 no provision was made at the time of amalgamation for the owners of contributing blocks to subsequently withdraw their land.

#### ***The compulsory acquisition of uneconomic interests***

- 3.19 The Crown acknowledges that the compulsory acquisition of uneconomic interests in Maori land between 1953 and 1974 by the Maori Trustee deprived many Ngati Porou of their turangawaewae.

#### ***The Waipuu River and erosion***

- 3.20 The Crown acknowledges the special relationship Ngati Porou have with the Waipuu River and that, in attempting to provide for the effective administration of the East Coast's natural resources, it vested control of that river in the Poverty Bay Catchment Board without consulting Ngati Porou.

## DEED OF SETTLEMENT

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### 3: ACKNOWLEDGEMENTS AND APOLOGY

- 3.21 The Crown acknowledges that deforestation in the late nineteenth and early twentieth centuries fuelled significant acceleration of erosion and flooding that has had a devastating impact on Ngati Porou rohe wide. It also acknowledges that the measures it adopted to address this problem failed to effectively resolve it.

#### ***Petroleum***

- 3.22 The Crown acknowledges that its nationalisation of petroleum resources in New Zealand in 1937 caused a great sense of grievance within Ngati Porou that is still held today.

#### ***Socio economic issues***

- 3.23 The Crown acknowledges the significant harm Ngati Porou children suffered by being punished for speaking their own language in Crown-established schools for many decades. It also acknowledges that the education system historically had low expectations for Maori academic achievement, and that the educational achievements of students in East Coast schools have lagged well behind those of other New Zealand children.
- 3.24 The Crown acknowledges that its policies contributed to most Ngati Porou now living outside their rohe, and Ngati Porou living on the East Coast have endured social deprivation for too long.
- 3.25 The Crown acknowledges that the health of Ngati Porou living on the East Coast has been worse than that of many other New Zealanders, and they have not had the same opportunities in life that many other New Zealanders have enjoyed.

#### **APOLOGY**

- 3.26 The Crown profoundly regrets that over the generations it has failed to respect Ngati Porou rangatiratanga, and has breached the Treaty of Waitangi in the manner described in the acknowledgements.
- 3.27 The Crown unreservedly apologises for not having honoured its obligations to Ngati Porou under the Treaty of Waitangi.
- 3.28 The Crown seeks to atone for its wrongs with this settlement. It hopes to build to improve and strengthen its relationship with Ngati Porou based on respect for the Treaty of Waitangi and its principles.

#### **AIRING OF GRIEVANCES**

- 3.29 The Crown and Ngati Porou have agreed that individuals (**participants**), who have filed claims, in the Waitangi Tribunal, that will be settled by this deed, will have an opportunity to air their historical Treaty of Waitangi grievances against the Crown.

## **DEED OF SETTLEMENT**

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### **3: ACKNOWLEDGEMENTS AND APOLOGY**

- 3.30 The Crown and the mandated negotiators and the governance entity have provided and will continue to provide the participants with opportunities to provide feedback on the proposed process for the airing of historical Treaty of Waitangi grievances.
- 3.31 Paragraphs 2.5-2.11 of the general matters schedule set out further provisions relating to the conduct of the hui for participants to air their grievances.

## **DEED OF SETTLEMENT**

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### **4: SETTLEMENT**

## **4 SETTLEMENT**

### **ACKNOWLEDGEMENTS**

- 4.1 Each party acknowledges that —
- 4.1.1 the other has acted honourably and reasonably in relation to the settlement; but
  - 4.1.2 there is difficulty in assessing redress for the loss and prejudice suffered by Ngati Porou; and
  - 4.1.3 fully compensating Ngati Porou for all loss and prejudice suffered is not possible; and
  - 4.1.4 the Crown has to set limits on what and how much redress is available to settle historical claims; and
  - 4.1.5 Ngati Porou is foregoing a substantial part of the compensation sought by it in relation to the Ngati Porou Historical Claims and the foregoing of full compensation is recognised by the Crown as a contribution to New Zealand's development; and
  - 4.1.6 the settlement is intended to enhance the ongoing relationship between Ngati Porou and the Crown (in terms of the Treaty of Waitangi, its principles, and otherwise); and
  - 4.1.7 taking all matters into consideration (some of which are specified in this clause 4.1), the settlement is fair in the circumstances.

### **SETTLEMENT**

- 4.2 Therefore, on and from the settlement date, —
- 4.2.1 the historical claims are settled; and
  - 4.2.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and
  - 4.2.3 the settlement is final.
- 4.3 Nothing in this deed or the settlement legislation will —

## **DEED OF SETTLEMENT**

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### **4: SETTLEMENT**

- 4.3.1 extinguish or limit any aboriginal title or customary right that Ngati Porou may have; or
- 4.3.2 constitute or imply, an acknowledgement by the Crown that any aboriginal title, or customary right, exists; or
- 4.3.3 except as provided in this deed or the settlement legislation —
- (a) affect a right that Ngati Porou may have, including a right arising —
    - (i) from the Treaty of Waitangi or its principles; or
    - (ii) under legislation; or
    - (iii) at common law (including in relation to aboriginal title or customary law); or
    - (iv) from a fiduciary duty; or
    - (v) otherwise; or
  - (b) be intended to affect any action or decision under the deed of settlement between Maori and the Crown dated 23 September 1992 in relation to Maori fishing claims; or
  - (c) affect any action or decision under any legislation and, in particular, under legislation giving effect to the deed of settlement referred to in clause 4.4.3(b), including —
    - (i) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; or
    - (ii) the Fisheries Act 1996; or
    - (iii) the Maori Fisheries Act 2004; or
    - (iv) the Maori Commercial Aquaculture Claims Settlement Act 2004.
- 4.4 Clause 4.4 does not limit clause 4.3.
- 4.5 Nothing in this deed will affect any Ngati Porou foreshore and seabed claims. These claims will be addressed by the parties as a matter of priority after the replacement regime for the Foreshore and Seabed Act 2004 becomes law.

## **DEED OF SETTLEMENT**

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### **4: SETTLEMENT**

#### **REDRESS**

- 4.6 The redress, to be provided in settlement of the historical claims, –
- 4.6.1 is intended to benefit Ngati Porou collectively; but
  - 4.6.2 may benefit particular members, or particular groups of members, of Ngati Porou if the governance entity so determines in accordance with the governance entity's procedures.

#### **IMPLEMENTATION**

- 4.7 The settlement legislation will, on the terms provided by sections 13 to 19 of the draft settlement bill, –
- 4.7.1 settle the historical claims; and
  - 4.7.2 exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement; and
  - 4.7.3 provide that the Maori land claims protection legislation does not apply —
    - (a) to a redress property, a purchased deferred selection property if settlement of that property has been effected, or any RFR land; or
    - (b) for the benefit of Ngati Porou or a representative entity; and
  - 4.7.4 require any resumptive memorials to be removed from a certificate of title to, or the computer registers for, a redress property, a purchased deferred selection property if settlement of that property has been effected, or any RFR land; and
  - 4.7.5 provide that the rule against perpetuities and the Perpetuities Act 1964 does not —
    - (a) apply to a settlement document; or
    - (b) prescribe or restrict the period during which —
      - (i) the governance entity may hold or deal with property; and
      - (ii) Te Runanganui o Ngati Porou may exist; and
  - 4.7.6 require the Secretary for Justice to make copies of this deed publicly available.

## **DEED OF SETTLEMENT**

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### **4: SETTLEMENT**

- 4.8 Part 1 of the general matters schedule provides for other action in relation to the settlement.

## DEED OF SETTLEMENT

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### 5: CULTURAL REDRESS

## 5 CULTURAL REDRESS

### STATUTORY ACKNOWLEDGEMENT

- 5.1 The settlement legislation will, on the terms provided by sections 44 to 56 of the draft settlement bill, —
- 5.1.1 provide the Crown's acknowledgement of the statements by Ngati Porou of their particular cultural, spiritual, historical, and traditional association with the following areas (to the extent that those areas are within the area of interest):
- (a) Waiapu River (as shown on deed plan OTS-526-19) and its tributaries, upstream of the coastal marine area:
  - (b) Uawa River (as shown on deed plan OTS-526-20) and its tributaries, upstream of the coastal marine area:
  - (c) Turanganui River and Waimata River (as a tributary of the Turanganui River) (as shown on deed plan OTS-526-17) and their tributaries, upstream of the coastal marine area; and
- 5.1.2 require –
- (a) relevant consent authorities, the Environment Court, and the Historic Places Trust to have regard to the statutory acknowledgement; and
  - (b) relevant consent authorities to forward to the governance entity summaries of resource consent applications affecting an area; and
- 5.1.3 enable the governance entity, and any member of Ngati Porou, to cite the statutory acknowledgement as evidence of Ngati Porou's association with an area.
- 5.2 The statements of association are set out in part 1 of the documents schedule.
- 5.3 The provision of statutory acknowledgements to Ngati Porou does not, of itself, amount to an acknowledgement by Ngati Porou of any Crown estate or interest in the rivers described in clause 5.1.1 nor may it be used as evidence of such an estate or interest.

### PROTOCOLS

- 5.4 Each of the following protocols must, by or on the settlement date, be signed and issued to the governance entity by the responsible Minister:

## **DEED OF SETTLEMENT**

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### **5: CULTURAL REDRESS**

- 5.4.1 the conservation protocol:
  - 5.4.2 the Crown minerals protocol:
  - 5.4.3 the taonga tuturu protocol.
- 5.5 A protocol sets out how the Crown will interact with the governance entity with regard to the matters specified in it.

#### **FORM AND EFFECT OF PROTOCOLS**

- 5.6 Each protocol will be —
- 5.6.1 in the form set out in part 2 of the documents schedule; and
  - 5.6.2 issued under, and subject to, the terms provided by sections 38 to 43 of the draft settlement bill.
- 5.7 A failure by the Crown to comply with a protocol is not a breach of this deed.

#### **TE ARA UMUARIKI**

- 5.8 The parties agree to explore options to recognise Ngati Porou's association with Te Ara o Umuariki after the settlement date. Such discussions will involve Te Whanau Apanui, who also have interests in Te Ara o Umuariki.

#### **LETTER OF COMMITMENT**

- 5.9 The Crown and Ngati Porou agree that Ngati Porou and the Department of Internal Affairs and the Museum of New Zealand Te Papa Tongarewa will enter into a letter of commitment, in the form set out in part 5 of the documents schedule, to facilitate the care and management, access and use, and development and revitalisation of Ngati Porou taonga.

#### **NEW ZEALAND DEFENCE FORCE SCHOLARSHIPS AND HIGHER DEFENCE TRAINING**

- 5.10 The Crown recognises that Ngati Porou have a proud tradition of service in the New Zealand Armed Forces. The New Zealand Defence Force and Ngati Porou seek to affirm their relationship through the naming of officer entry scholarships and senior command and training which are awarded to people of Ngati Porou descent.
- 5.11 Paragraphs 2.1 to 2.4 of the general matters schedule set out the detailed provisions giving effect to clause 5.10.

## DEED OF SETTLEMENT

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### 5: CULTURAL REDRESS

#### CULTURAL REDRESS PROPERTIES

5.12 The settlement legislation will vest in the governance entity on the settlement date —

***In fee simple***

5.12.1 the fee simple estate in Taitai; and

***In fee simple subject to a conservation covenant***

5.12.2 the fee simple estate in each of the following sites, subject to the governance entity granting a registrable conservation covenant (or, in respect of Raparapaririki, two registrable conservation covenants) in relation to that site in the form in part 3 of the documents schedule:

- (a) Raparapaririki:
- (b) Ruataupare:
- (c) Awanui:
- (d) Waipare Redwoods:
- (e) Whanokao; and

***As a scenic reserve***

5.12.3 the fee simple estate in each of the following sites as a scenic reserve with the governance entity as the administering body:

- (a) Pakaturi:
- (b) Paraheka:
- (c) Herenga:
- (d) Waimahuru:
- (e) Aorangi; and

***As a scenic reserve with Director-General as administering body***

5.12.4 the fee simple estate in Pukeamaru as a scenic reserve with the Director-General as the administering body to control and manage for a period of five years from the settlement date; and

## DEED OF SETTLEMENT

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### 5: CULTURAL REDRESS

#### ***As a scenic reserve subject to easement***

- 5.12.5 the fee simple estate in Anaura as a scenic reserve with the governance entity as the administering body, subject to the governance entity granting a registrable easement in relation to that site in the form in part 3 of the documents schedule; and

#### ***As a local purpose (cultural and wildlife management) reserve***

- 5.12.6 the fee simple estate in Whangaokeno as a local purpose (cultural and wildlife management) reserve with the governance entity as the administering body; and

#### ***As a local purpose (geothermal and walking track) reserve***

- 5.12.7 the fee simple estate in Te Puia as a local purpose (geothermal and walking track) reserve with the governance entity as the administering body.

- 5.13 The governance entity and the Crown must enter into a management agreement in relation to the following sites in the form set out in part 6 of the documents schedule:

5.13.1 Waimahuru:

5.13.2 Anaura:

5.13.3 Aorangi:

5.13.4 Pukeamaru:

5.13.5 Whangaokeno.

- 5.14 Each cultural redress property is to be –

5.14.1 as described in schedule 3 of the draft settlement bill; and

5.14.2 vested on the terms provided by –

(a) sections 57 to 82 of the draft settlement bill; and

(b) part 3 of the property redress schedule; and

5.14.3 subject to any encumbrances, or other documentation, in relation to that property —

## DEED OF SETTLEMENT

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### 5: CULTURAL REDRESS

- (a) required by clauses 5.12 and 5.13 to be provided or entered into by the governance entity in accordance with paragraph 3.4 of the property redress schedule; or
- (b) required by the settlement legislation; and
- (c) in particular, referred to by schedule 3 of the draft settlement bill.

### STRATEGIC PARTNERSHIP

#### *Background*

- 5.15 Ngati Porou holds that all conservation land within the Ngati Porou rohe is of immense cultural significance being ancestral lands over which Ngati Porou exercises mana in accordance with Ngati Porou tikanga.
- 5.16 The mandated negotiators, negotiating on behalf of Ngati Porou, sought a co-governance relationship in which Ngati Porou representatives, the Minister of Conservation and the Director-General of Conservation would work together as equal parties. They considered such an arrangement would reflect the principles of the Treaty of Waitangi, in particular, the principle of partnership.

#### *Nga Whakahaere Takirua (“dual authority”)*

- 5.17 Ngati Porou and the Crown have agreed on a strategic partnership, which includes the preparation of a separate section of the East Coast Bay of Plenty conservation management strategy to be known as nga Whakahaere Takirua mo nga Paanga Whenua o Ngati Porou (**nga Whakahaere Takirua**) that is to apply to nga Paanga Whenua o Ngati Porou.
- 5.18 The mandated negotiators consider that the Treaty of Waitangi principle of partnership requires that final approval of nga Whakahaere Takirua should rest directly with the Minister of Conservation and Ngati Porou. The mandated negotiators wish to have this provided for in any future review of the conservation legislation.
- 5.19 If the Crown acquires conservation land in the area of interest or conservation land in the area of interest reverts to Crown management in addition to nga Paanga Whenua o Ngati Porou, the Crown will notify the governance entity and include that land as nga Paanga Whenua o Ngati Porou, unless there is good reason to do otherwise.
- 5.20 Nga Whakahaere Takirua will be reviewed by the Crown and the governance entity where there is a change or a proposed change to the legislation or policy relevant to the Department of Conservation that has the potential to affect the matters covered by nga Whakahaere Takirua.
- 5.21 The governance entity and the Crown (as represented by the Director-General of Conservation) will co-author nga Whakahaere Takirua.

## **DEED OF SETTLEMENT**

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### **5: CULTURAL REDRESS**

- 5.22 Nga Whakahaere Takirua will contain policies, objectives or outcomes for the integrated management of the natural and historic resources of nga Paanga Whenua o Ngati Porou.
- 5.23 The settlement legislation will, on the terms provided in sections 21 to 31 and 34 to 37 of the draft settlement bill —
- 5.23.1 give effect to clauses 5.17 to 5.22; and
- 5.23.2 provide for nga Whakahaere Takirua.

#### **EFFECT OF PLAN**

- 5.24 The settlement legislation will, on the terms provided by section 32 of the draft settlement bill, provide that the New Zealand Conservation Authority, the conservation board and the Department of Conservation must have regard to any relevant part of a Ngati Porou plan, particularly:
- 5.24.1 when considering nga Whakahaere Takirua for approval under the settlement legislation; and
- 5.24.2 when exercising functions under or relating to nga Whakahaere Takirua.
- 5.25 Clause 5.24 applies to a plan prepared by Ngati Porou and approved by the governance entity that relates to natural resources or to conservation, within the area of interest including matters such as the vision, aspirations, objectives, and policies of Ngati Porou for the area of interest, or its spiritual, historical and cultural beliefs.

#### **CULTURAL REDRESS GENERALLY NON-EXCLUSIVE**

- 5.26 The Crown may do anything that is consistent with the provision of the cultural redress (including the protocols and the statutory acknowledgements), including entering into, and giving effect to, another settlement that provides for the same or similar cultural redress.

## DEED OF SETTLEMENT

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### 6: FINANCIAL AND COMMERCIAL REDRESS

## 6 FINANCIAL AND COMMERCIAL REDRESS

### FINANCIAL REDRESS

- 6.1 The Crown will pay the governance entity on the settlement date \$79,250,000, being —
- 6.1.1 the financial and commercial redress amount of \$90,000,000; and
  - 6.1.2 \$20,000,000 applied towards the cultural and historical redress aspirations of Ngati Porou; but
  - 6.1.3 less —
    - (a) the on-account payment, as provided for in clause 6.2; and
    - (b) \$10,750,000, being the total agreed transfer value of the licensed land.

### ON-ACCOUNT PAYMENT

- 6.2 Within five business days after the date of this deed, the Crown will pay \$20,000,000 to the governance entity on account of the financial and commercial redress amount in clause 6.1.1.
- 6.3 The parties intend that if this deed does not become unconditional under clause 7.4, the on-account payment will be taken into account in relation to any future settlement of the historical claims.

### COMMERCIAL REDRESS PROPERTIES

- 6.4 The Crown must transfer the commercial redress properties to the governance entity on the settlement date.
- 6.5 Each commercial redress property that is the licensed land –
- 6.5.1 is to be as described, and is to have the transfer value provided, in part 1 of the property redress schedule; and
  - 6.5.2 is to be transferred by the Crown to the governance entity –
    - (a) as redress, and without consideration to be paid or provided by the governance entity or any other person; and
    - (b) on the terms of transfer in part 5 of the property redress schedule.

## DEED OF SETTLEMENT

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### 6: FINANCIAL AND COMMERCIAL REDRESS

- 6.6 The transfer of each commercial redress property will be –
- 6.6.1 subject to, and, where applicable, with the benefit of, the encumbrances provided in the disclosure information in relation to that property; and
  - 6.6.2 in the case of the licensed land, –
    - (a) subject to the governance entity providing to the Crown by or on the settlement date right of way easements in gross on the terms and conditions set out as “type A” in part 3 of the documents schedule (subject to any variations in form necessary only to ensure its registration) to give effect to those descriptions of easements in the third column of part 1 of the property redress schedule under the subheading “Licensed land” that refer to this clause 6.6.2(a); and
    - (b) subject to the Crown granting to the governance entity right of way easements on the terms and conditions set out as “type B” in part 3 of the documents schedule (subject to any variations in form necessary only to ensure its registration) to give effect to those descriptions of easements in the third column of part 1 of the property redress schedule under the subheading “Licensed land” that refer to this clause 6.6.2(b).
- 6.7 Each commercial redress property for no consideration –
- 6.7.1 is to be as described in part 1 of the property redress schedule; and
  - 6.7.2 is to be transferred by the Crown to the government entity –
    - (a) as redress, for no consideration; and
    - (b) subject to paragraph 5.1.1 of the property redress schedule, on the terms of transfer in part 5 of the property redress schedule.
- 6.8 The settlement legislation will, on the terms provided by sections 90 to 92 and 94 to 96 of the draft settlement bill, provide for the following in relation to the commercial redress property that is the licensed land:
- 6.8.1 the transfer of the licensed land by the Crown to the governance entity;
  - 6.8.2 the licensed land to cease to be Crown forest land upon registration of the transfer;
  - 6.8.3 the governance entity to be, in relation to the licensed land, –
    - (a) a confirmed beneficiary under clause 11.1 of the Crown forestry rental trust deed; and

## DEED OF SETTLEMENT

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### 6: FINANCIAL AND COMMERCIAL REDRESS

- (b) entitled to the rental proceeds since the commencement of the Crown forestry licence:
- 6.8.4 the Crown to give notice under section 17(4)(b) of the Crown Forest Assets Act 1989 terminating the Crown forestry licence in so far as it relates to the licensed land at the expiry of the period determined under that section, as if –
  - (a) the Waitangi Tribunal had made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for return of the licensed land to Maori ownership; and
  - (b) the Waitangi Tribunal's recommendation became final on settlement date:
- 6.8.5 the governance entity to be the licensor under the Crown forestry licence as if the licensed land had been returned to Maori ownership on the settlement date under section 36 of the Crown Forest Assets Act 1989; but without section 36(1)(b) of the Crown Forest Assets Act 1989 applying.
- 6.9 The parties acknowledge that, to the extent the licensed land is eligible land in respect of a pre-1990 forest land allocation plan issued under subpart 2 of part 4 of the Climate Change Response Act 2002, the eligible person in respect of that land will be the person entitled to apply for an allocation of New Zealand units under that subpart.
- 6.10 Any application for an allocation of New Zealand units made by an eligible person in respect of the licensed land and any allocation of New Zealand units in respect of the allocation plan shall be subject to the provisions of the Climate Change Response Act 2002, including (but not limited to) the allocation plan.
- 6.11 In clauses 6.9 and 6.10, “allocation plan”, “eligible land”, and “eligible person” each has the meaning given to it in the Climate Change Response Act 2002.

### DEFERRED SELECTION PROPERTIES

- 6.12 The governance entity may, for two years after the settlement date, purchase the deferred selection properties described in part 1 of the property redress schedule on, and subject to, the terms and conditions in parts 4 and 5 of the property redress schedule.
- 6.13 Each of the deferred selection 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 4 of the documents schedule (being a registrable ground lease for the property, ownership of the Crown's improvements remaining with the Crown).

## DEED OF SETTLEMENT

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### 6: FINANCIAL AND COMMERCIAL REDRESS

#### SETTLEMENT LEGISLATION

- 6.14 The settlement legislation will, on the terms provided by sections 83 to 97 of the draft settlement bill, enable the transfer of the commercial redress properties and the deferred selection properties.

#### RFR FROM THE CROWN

- 6.15 The governance entity is to have a right of first refusal in relation to a disposal by the Crown or a Crown body of RFR land and each deferred selection property that does not become a purchased deferred selection property.
- 6.16 The right of first refusal is to be on the terms provided by sections 98 to 128 of the draft settlement bill and, in particular, will apply —
- 6.16.1 for a term of 170 years from the settlement date; and
  - 6.16.2 only if the RFR land is, on the settlement date, -
    - (a) vested in, or the fee simple estate in it is held by, the Crown or Housing New Zealand Corporation; or
    - (b) a reserve vested in an administering body that derived title to the reserve from the Crown; and
  - 6.16.3 only if the RFR land or the deferred selection property is not being disposed of in the circumstances provided by sections 106 to 116 of the draft settlement bill.

## **DEED OF SETTLEMENT**

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### **7: SETTLEMENT LEGISLATION, GOVERNANCE ENTITY, CONDITIONS, MIO AND TRANSFER OF ASSETS, AND TERMINATION**

## **7 SETTLEMENT LEGISLATION, GOVERNANCE ENTITY, CONDITIONS, MIO AND TRANSFER OF ASSETS, AND TERMINATION**

### **SETTLEMENT LEGISLATION**

- 7.1 Within six months after the date of this deed the Crown must propose the draft settlement bill for introduction to the House of Representatives.
- 7.2 The bill proposed for introduction, and the settlement legislation, may include changes agreed in writing by the governance entity and the Crown.
- 7.3 Ngati Porou and the governance entity must support the enactment of the settlement legislation.

### **SETTLEMENT CONDITIONAL**

- 7.4 This deed and the settlement are conditional on the settlement legislation coming into force.
- 7.5 This deed —
  - 7.5.1 is “without prejudice” until it becomes unconditional; and
  - 7.5.2 in particular, may not be used as evidence in proceedings before, or presented to, a court, tribunal, or other judicial body.
- 7.6 Clause 7.5 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.
- 7.7 Despite this deed being conditional upon the settlement legislation coming into force, the following provisions are binding upon signing:
  - 7.7.1 clauses 6.2 and 7.1 to 7.7 and 7.12 to 7.13; and
  - 7.7.2 parts 6 to 9 of the general matters schedule.

### **DISSOLUTION OF TE RUNANGA O NGATI POROU AND POROU ARIKI TRUST**

- 7.8 The settlement legislation will on the terms provided in sections 129 to 132 of the draft settlement bill —
  - 7.8.1 dissolve Te Runanga o Ngati Porou; and

## **DEED OF SETTLEMENT**

---

### **7: SETTLEMENT LEGISLATION, GOVERNANCE ENTITY, CONDITIONS, MIO AND TRANSFER OF ASSETS, AND TERMINATION**

- 7.8.2 dissolve the Porou Ariki Trust; and
- 7.8.3 vest the assets and liabilities of Te Runanga o Ngati Porou and the Porou Ariki Trust in the governance entity; and
- 7.8.4 provide, to the extent that any assets and liabilities of Te Runanga o Ngati Porou and of the Porou Ariki Trust are held subject to any charitable trusts, that those assets and liabilities vest in and become the assets and liabilities of the governance entity, freed of all charitable trusts, but subject to trusts expressed in the Te Runanganui o Ngati Porou trust deed.

### **RECOGNITION OF NEW MIO AND VESTING OF FISHERIES ASSETS**

- 7.9 Ngati Porou and the governance entity confirm that the steps set out in part 8 of the documents schedule have been taken.
- 7.10 The Crown has received written confirmation from Te Ohu Kai Moana Trustee Limited that —
  - 7.10.1 it is satisfied that the steps set out in part 8 of the documents schedule have been taken; and
  - 7.10.2 it has notified Te Runanga o Ngati Porou that Te Ohu Kai Moana Trustee Limited is satisfied that the steps set out in part 8 of the documents schedule have been taken.
- 7.11 The Crown therefore agrees that the settlement legislation will, on the terms provided in sections 133 to 152 of the draft settlement bill —
  - 7.11.1 recognise that Te Runanganui o Ngati Porou is, and is recognised by Te Ohu Kai Moana Trustee Limited as, the new MIO for Ngati Porou in place of Te Runanga o Ngati Porou; and
  - 7.11.2 confirm that Ngati Porou Seafoods Limited is the asset-holding company of Te Runanganui o Ngati Porou (through the governance entity) under the Maori Fisheries Act 2004; and
  - 7.11.3 provide that the Te Runanganui o Ngati Porou trust deed is approved as if it were approved under section 17 of the Maori Fisheries Act 2004; and
  - 7.11.4 provide that Te Ohu Kai Moana Trustee Limited is not liable, and no action may be brought against it, for any act described in part 8 of the documents schedule that it does or omits to do, in so far as the act or omission is done or omitted in good faith, and with reasonable cause; and
  - 7.11.5 include other provisions better to give effect to the fact that Te Runanganui o Ngati Porou is the new MIO for Ngati Porou.

## **DEED OF SETTLEMENT**

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### **7: SETTLEMENT LEGISLATION, GOVERNANCE ENTITY, CONDITIONS, MIO AND TRANSFER OF ASSETS, AND TERMINATION**

#### **TERMINATION**

- 7.12 The Crown or the governance entity may terminate this deed, by notice to the other, if –
- 7.12.1 the settlement legislation has not come into force within 24 months after the date of this deed; and
  - 7.12.2 the terminating party has given the other party at least 60 business days notice of an intention to terminate.

#### **ON TERMINATION**

- 7.13 If this deed is terminated in accordance with its provisions, it –
- 7.13.1 (and the settlement) are at an end; and
  - 7.13.2 does not give rise to any rights or obligations; but
  - 7.13.3 remains “without prejudice”.

## DEED OF SETTLEMENT

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### 8: GENERAL, DEFINITIONS, AND INTERPRETATION

## 8 GENERAL, DEFINITIONS, AND INTERPRETATION

### GENERAL

- 8.1 The general matters schedule includes provisions in relation to –
- 8.1.1 the implementation of the settlement; and
  - 8.1.2 cultural redress; and
  - 8.1.3 the accord to be entered into between Ngati Porou and the Crown; and
  - 8.1.4 the Crown's payment of interest in relation to the settlement; and
  - 8.1.5 the Crown's tax indemnities in relation to redress; and
  - 8.1.6 giving notice under this deed or a settlement document; and
  - 8.1.7 amending this deed.

### HISTORICAL CLAIMS

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

## DEED OF SETTLEMENT

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### 8: GENERAL, DEFINITIONS, AND INTERPRETATION

- (i) by, or on behalf of, the Crown; or
  - (ii) by or under legislation; and
- 8.2.2 includes every claim to the Waitangi Tribunal to which clause 8.2.1 applies that relates exclusively to Ngati Porou or a representative entity, including the following claims:
- (a) Wai 39 – The Ngati Porou Lands, Fisheries and SOE Act claim:
  - (b) Wai 63 – Tai Rawhiti Fisheries claim:
  - (c) Wai 98 – Oweka Wangaokeno Lands and Fisheries claim:
  - (d) Wai 129 – Ngati Porou Land claim:
  - (e) Wai 173 – Waiapu River claim:
  - (f) Wai 222 – Te Puia Springs claim:
  - (g) Wai 272 – Te Runanga o Ngati Porou claim:
  - (h) Wai 298 – The Whangaokena Island claim:
  - (i) Wai 390 – Te Runanga o Paikea Land claim:
  - (j) Wai 526 – Wharekahika B10 Land claim:
  - (k) Wai 646 – The Tolaga Bay Lands claim:
  - (l) Wai 679 – The Papatarata A2 Native Trees claim:
  - (m) Wai 750 – The Tapatu Waitangirua 2 Block; Te Araroa claim:
  - (n) Wai 858 – The Makarika Station claim:
  - (o) Wai 901 – Formal title unknown, but it concerns Te Papatipu o Uepohatu Lands and Resources:
  - (p) Wai 931 – Te Aorewa Operations of Native Land Court claim:
  - (q) Wai 934 – Tikitiki B12C Block claim:
  - (r) Wai 940 – The Ngati Konohi Whangara Land Block claim:

## DEED OF SETTLEMENT

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### 8: GENERAL, DEFINITIONS, AND INTERPRETATION

- (s) Wai 971 – The Horimatua Evans-East Coast Lands and Resources claim:
- (t) Wai 973 – Te Whanau o Erena Pera Manene Ripia claim:
- (u) Wai 976 – Te Aitanga-a-Hauiti Iwi claim:
- (v) Wai 1000 – Te Aitanga Hauiti and Ngati Oneone East Coast claim:
- (w) Wai 1020 – The Hapu Oneone Land Alienation claim:
- (x) Wai 1074 – The Ngati Rangipureora Native Land Court and Foreshore claim:
- (y) Wai 1080 – Te Whanau a Ruataupare Lands and Resources claim:
- (z) Wai 1082 – The Te Tatarahake and Associated Blocks claim:
- (aa) Wai 1083 – Te Riu o Waiapu Lands and Resources claim:
- (bb) Wai 1087 – Waipiro No 6 (Te Puia) Block claim:
- (cc) Wai 1088 – Ngati Uepohatu Lands and Resources claim:
- (dd) Wai 1089 – Te Whanau a Te Aotawarirangi Lands and Resources claim:
- (ee) Wai 1093 – Ngati Uepohatu Foreshore and Seabed claim:
- (ff) Wai 1124 – The Tolaga Bay Land Blocks claim:
- (gg) Wai 1171 – The Manutahi A23 Land Block claim:
- (hh) Wai 1172 – Ahiateatua B Land Block claim:
- (ii) Wai 1179 – Puhunga A7C and Associated Blocks claim:
- (jj) Wai 1183 – Mangaharei A3 Block claim:
- (kk) Wai 1184 – Ngati Porou Hauora claim:
- (ll) Wai 1185 – Wharekahika A1 Block claim:
- (mm) Wai 1186 – Whareponga A8 Block claim:
- (nn) Wai 1187 – Ohinepouta B Block claim:

## **DEED OF SETTLEMENT**

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### **8: GENERAL, DEFINITIONS, AND INTERPRETATION**

- (oo) Wai 1218 – The Matakaoa Hapu Lands and Resources claim:
- (pp) Wai 1249 – Ngati Konohi Lands and Resources claim:
- (qq) Wai 1265 – Ruawaipu Crown Minerals Act claim:
- (rr) Wai 1266 – Pouawa Land Block claim:
- (ss) Wai 1267 – Ruawaipu Te Runanga o Ngati Porou Act 1987 claim:
- (tt) Wai 1268 – Ruawaipu Raupatu claim:
- (uu) Wai 1269 – Ruawaipu Resources claim:
- (vv) Wai 1270 – Ruawaipu Resource Management claim:
- (ww) Wai 1271 – Ruawaipu Economic Effects claim:
- (xx) Wai 1272 – Ruawaipu Active Protection claim:
- (yy) Wai 1273 – Ruawaipu Tokararangi A claim:
- (zz) Wai 1274 – Ruawaipu Pukeamaru Block claim:
- (aaa) Wai 1275 – Te Whanau a Umuraki Lands claim:
- (bbb) Wai 1276 – Raukumara Range Lands and Forests claim:
- (ccc) Wai 1277 – Whakaangiangai Forest claim:
- (ddd) Wai 1278 – Ruawaipu Succession Legislation claim:
- (eee) Wai 1279 – Te Papatipu o Te Ngaere claim:
- (fff) Wai 1280 – Long Term Perpetual Leases claim:
- (ggg) Wai 1281 – Land Consolidations claim:
- (hhh) Wai 1282 – Te Hapuoneone claim:
- (iii) Wai 1284 – Ruawaipu Incarceration claim:
- (jjj) Wai 1285 – Ruawaipu Income Tax and Revenue claim:
- (kkk) Wai 1286 – Ruawaipu Maori Development claim:

**DEED OF SETTLEMENT**

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**8: GENERAL, DEFINITIONS, AND INTERPRETATION**

- (lll) Wai 1287 – Ruawaipu Maori Land claim:
- (mmm) Wai 1288 – Ruawaipu Rangatiratanga claim:
- (nnn) Wai 1289 – Ruawaipu Colonisation claim:
- (ooo) Wai 1290 – Ruawaipu Mataranga claim:
- (ppp) Wai 1291 – Ruawaipu Lands claim:
- (qqq) Wai 1292 – Ruawaipu Native Land claim:
- (rrr) Wai 1293 – Te Papatipu o Te Ngaere Lands claim:
- (sss) Wai 1300 – Te Whanau a Tapaeururangi o Ruawaipu claim:
- (ttt) Wai 1301 – Nga Uri o Ruawaipu claim:
- (uuu) Wai 1302 – Te Aitanga a Hauiti Land Alienation claim:
- (vvv) Wai 1303 – Ngati Oneone Lands and Resources claim:
- (www) Wai 1304 – Nga Uri a Nokorima te Pahu claim:
- (xxx) Wai 1305 – Ngati Hau, Ngati Wakarara and Ngati Ira hapu claim:
- (yyy) Wai 1316 – Ruawaipu Rangitukia Station Land claim:
- (zzz) Wai 1317 – The Wharekahika No 1 Land claim:
- (aaaa) Wai 1319 – Ruawaipu Te Whanau a Kahu claim:
- (bbbb) Wai 1321 – Ruawaipu Rivers claim:
- (cccc) Wai 1322 – Ruawaipu Maori Affairs Act 1953 claim:
- (dddd) Wai 1323 – Ruawaipu Forestry claim:
- (eeee) Wai 1324 – Ruawaipu Conservation Act 1987 claim:
- (ffff) Wai 1325 – Ruawaipu ki Te Araroa claim:
- (gggg) Wai 1326 – Ruawaipu Public Works claim:
- (hhhh) Wai 1331 – Te Aitanga-a-Hauiti various legislation claim:

## DEED OF SETTLEMENT

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### 8: GENERAL, DEFINITIONS, AND INTERPRETATION

- (iii) Wai 1332 – Uepohatu Ethnic Suppression claim:
- (jjjj) Wai 1335 – Ruawaipu Constitution Act 1986 claim:
- (kkkk) Wai 1336 – Ruawaipu Letters Patent 1983 claim:
- (llll) Wai 1337 – Te Whanau a Kahu Queens Chain claim:
- (mmmm) Wai 1338 – Pakihi (Marangairoa Blocks) claim:
- (nnnn) Wai 1381 – McClutchie-Morrell Native Lands Act claim:
- (oooo) Wai 1403 – The Akuhata Whanau claim:
- (pppp) Wai 1430 – Tokomaru H Block claim:
- (qqqq) Wai 1434 – Wai Maori claim:
- (rrrr) Wai 1446 – Kaiti Hill Gun Placement and Tuamotu Island claim:
- (ssss) Wai 1459 – Kereama Matehe and descendants claim:
- (tttt) Wai 1463 – Descendants of Pineaha Koia and the Neho Kopuka Estate Lands claim:
- (uuuu) Wai 1554 – Manutahi A27 Lands (Thompson) claim:
- (vvvv) Wai 1555 – Uepohatu and Ruawaipu Native Land Court (Thompson) claim:
- (wwww) Wai 1556 – Waipu District Consolidation Scheme (Parker) claim:
- (xxxx) Wai 1558 – Northern Tokomaru Bay Lands claim:
- (yyyy) Wai 1560 – Uawa Lands (Ngarimu whanau) claim:
- (zzzz) Wai 1563 – Mangahaunui 7 Section 119 Block IV claim:
- (aaaa) Wai 1564 – Whangaokeno (Hikakino, Tuhorouta and Tinatoka) Lands claim:
- (bbbb) Wai 1565 – Maraingaroa 1D/Kautuku Block (Ngati Hokopu) claim:
- (cccc) Wai 1566 – Soldier Settlement Scheme (Glover) claim:
- (dddd) Wai 1647 – Ngati Oneone (formerly Ngati Rakai) claim:

## DEED OF SETTLEMENT

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### 8: GENERAL, DEFINITIONS, AND INTERPRETATION

- (eeeeee) Wai 1648 – Te Whanau a Aotawarirangi claim:
- (fffff) Wai 1700 – Te Aitanga a Hauiti (Whangara B5 Incorporation) Land claim:
- (ggggg) Wai 1859 – Ruawaipu Ancestral Land Trustee Governance System claim:
- (hhhhh) Wai 1860 – Horeora/Maraingaroa 1B4 Land Block claim:
- (iiii) Wai 1862 – Te Whanau a Koiauruterangi claim:
- (jjjj) Wai 1866 – Tamati Reid and the descendents of Takimoana II, Te Whanau a Takimoana claim:
- (kkkkk) Wai 1921 – Mangawhariki Land Blocks claim:
- (lllll) Wai 1922 – Whangara B5 Incorporation claim:
- (mmmmm) Wai 1923 – Turanganui a Kiwa Water Pollution claim:
- (nnnnn) Wai 1939 – Whangaokena/East Island Public Works Takings claim:
- (ooooo) Wai 1997 – Hapu of Ruawaipu (Hebberd) Lands claim:
- (ppppp) Wai 1998 – Tikapa (Kiwara) Lands claim:
- (qqqqq) Wai 1999 – Uri o Ruawaipu (Evans) Lands claim:
- (rrrrr) Wai 2001 – Awatere Whanau Lands claim:
- (sssss) Wai 2011 – Anaura Bay Native School claim:
- (ttttt) Wai 2105 – Ngati Ira Lands (Martin) claim:
- (uuuuu) Wai 2162 – Owners of the Tokararangi Forest claim:
- (vvvvv) Wai 2184 – Te Hapuoneone (Rangihuna) claim:
- (wwwww) Wai 2198 – Tira Wahine claim:
- (xxxxx) Wai 2210 – Descendants of Iharaira Houkamau Lands claim; and

## DEED OF SETTLEMENT

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### 8: GENERAL, DEFINITIONS, AND INTERPRETATION

- 8.2.3 includes every other claim to the Waitangi Tribunal to which clause 8.2.1 applies, so far as it relates to Ngati Porou or a representative entity, including the following claims:
- (a) Wai 703 – Tauwhareparae Lands claim:
  - (b) Wai 1421 – Traditional Harvesting of Beached Whales claim:
  - (c) Wai 1436 – East Cape to Wairoa-Heretaunga Oil, Gas, Gold, and Other Minerals claim:
  - (d) Wai 1559 – Ngai Tairawhiti hapu (Hodge/Morrell) claim:
  - (e) Wai 1562 – Kiriana Atkinson on behalf of herself and her father Hamilton Lewis and her whanau claim:
  - (f) Wai 1646 – East Coast Local Government and Rating claim:
  - (g) Wai 1649 – Descendants of Puketapu claim:
  - (h) Wai 1861 – Te Rito Whanau claim:
  - (i) Wai 2065 – Te Tai Rawhiti Mana Tane (Tangaere) claim:
  - (j) Wai 2229 – Descendants of Eru Monita and Others (Takitimu) Lands claim.
- 8.3 To avoid doubt, clause 8.2.1 is not limited by clauses 8.2.2 or 8.2.3.
- 8.4 However, **historical claims** does not include the following claims —
- 8.4.1 a claim that a member of Ngati Porou, or a whanau, hapu, or group referred to in clause 8.6, may have that is, or is founded on, a right arising as a result of being descended from a tipuna who is not referred to in clause 8.8.2:
  - 8.4.2 a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 8.4.1.
- 8.5 To avoid doubt, historical claims do not include the claims that Ngati Porou (or a representative entity) may have, to the extent that those claims arise from or relate to acts or omissions on or after 21 September 1992 —
- 8.5.1 by or on behalf of the Crown; or
  - 8.5.2 by or under legislation.

## DEED OF SETTLEMENT

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### 8: GENERAL, DEFINITIONS, AND INTERPRETATION

#### NGATI POROU

8.6 **Ngati Porou** refers to nga uri o nga whanau hapu o Ngati Porou mai i Potikirua ki Te Toka a Taiiau and—

8.6.1 means -

- (a) the collective composed of individuals who descend from one or more Ngati Porou tipuna; and
- (b) every whanau or hapu to the extent that it is composed of individuals referred to in clause 8.6.1(a); and

8.6.2 includes –

- (a) nga hapu o Ngati Porou; and
- (b) every individual referred to in clause 8.6.1.

8.7 **nga hapu o Ngati Porou** means -

- (a) Te Whanau a Tapaeururangi:
- (b) Ngai Tane:
- (c) Ngati Uepohatu:
- (d) Ngati Ira:
- (e) Te Whanau a Te Aotaki:
- (f) Ngati Hokopu:
- (g) Ngai Tangihaere:
- (h) Ngati Patuwhare:
- (i) Te Whanau a Tuwhakairiora:
- (j) Te Whanau a Rakaimataura:
- (k) Ngati Rangi:
- (l) Te Aitanga a Hauiti:
- (m) Te Whanau a Hinerupe:

## **DEED OF SETTLEMENT**

---

### **8: GENERAL, DEFINITIONS, AND INTERPRETATION**

- (n) Te Whanau a Te Uruahi:
- (o) Te Aitanga a Mate:
- (p) Ngati Tutekohi:
- (q) Te Whanau a Hunaara:
- (r) Te Whanau a Tinatoka:
- (s) Te Aowera:
- (t) Ngati Konohi:
- (u) Ngai Tuere:
- (v) Ngati Horowai:
- (w) Te Whanau a Hinekehu:
- (x) Ngati Oneone:
- (y) Ngai Tamakoro:
- (z) Te Whanau a Pokai:
- (aa) Te Whanau a Iritekura:
- (bb) Te Whanau a Ruataupare:
- (cc) Ngati Kahu:
- (dd) Te Whanau a Rakaihoea:
- (ee) Te Whanau a Rakairoa:
- (ff) Te Whanau a Karuai:
- (gg) Te Whanau a Mahaki:
- (hh) Ngai Taharora:
- (ii) Te Whanau a Ruataupare:
- (jj) Te Whanau a Tapuhi:

## DEED OF SETTLEMENT

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### 8: GENERAL, DEFINITIONS, AND INTERPRETATION

- (kk) Te Whanau a Uruhonea:
- (ll) Ngati Kahukuranui:
- (mm) Te Whanau a Takimoana:
- (nn) Te Whanau a Hineauta:
- (oo) Ngati Hau:
- (pp) Te Whanau a Te Aotawarirangi:
- (qq) Te Whanau a Hinepare:
- (rr) Te Whanau a Umuariki:
- (ss) Ngati Wakarara:
- (tt) Te Whanau a Te Haemata:
- (uu) Te Whanau a Hinetapora:
- (vv) Ngati Nua:
- (ww) Te Whanau a Te Rangipureora:
- (xx) Ngati Putaanga:
- (yy) Te Whanau a Rerewa:
- (zz) Te Whanau a Tarahauiti:
- (aaa) Te Whanau a Hinehou:
- (bbb) Te Whanau a Rerekohu:
- (ccc) Ngati Rakai:
- (ddd) Te Whanau a Te Aopare:
- (eee) Ngati Puai.

8.8 For the purposes of clause 8.6 and clause 8.8.2 –

8.8.1 a person **descends** from another person if the first person descends from the other by –

## DEED OF SETTLEMENT

---

### 8: GENERAL, DEFINITIONS, AND INTERPRETATION

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

8.8.2 **Ngati Porou tipuna** means an individual who exercised customary rights within the Ngati Porou area of interest on or after 6 February 1840 by virtue of being descended from -

- (a) Porourangi (or, to give him his full name Porou Ariki Te Mataratara-a-whare Te Tuhimareikura-a-Rauru); and
- (b) a recognised tipuna of any of nga hapu o Ngati Porou, including Hauiti, Hinekehu, Hinemaurea, Hinerupe, Hunaara, Irakaiputahi, Konohi, Mahaki-ewe-karoro, Materoa, Rakai-a-tane, Ruataupare, Ruawaipu, Taiau, Takimoana, Tawhipare, Te Aotaihi, Te Aotaki, Te Ataakura, Tuere, Tuwhakairiora, Uepohatu and Umuariki; and

8.8.3 **customary rights** means rights according to tikanga Maori (Maori 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

8.9 In this deed –

8.9.1 **mandated negotiators** means the following individuals:

- (a) Rei Mokena Kohere, East Cape:
- (b) Apirana Tuahae Mahuika, Gisborne:
- (c) Natana Maukau Ihaka, Ruatoria:
- (d) Linda Tuhiwai Smith, Hamilton:
- (e) Selwyn Tanetoa Parata, Gisborne:
- (f) Koroumatai Kody Pewhairangi, Tokomaru Bay:
- (g) Te Okeroa Walker, Hamilton:
- (h) Robert McLeod, Sydney:
- (i) Whaimutu Kent Dewes, Rotorua:

## **DEED OF SETTLEMENT**

---

### **8: GENERAL, DEFINITIONS, AND INTERPRETATION**

- (j) Matanuku Mahuika, Wellington.

#### **ADDITIONAL DEFINITIONS**

- 8.10 The definitions in part 8 of the general matters schedule apply to this deed.

#### **INTERPRETATION**

- 8.11 Part 9 of the general matters schedule applies to the interpretation of this deed.

**DEED OF SETTLEMENT**

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**SIGNED** as a deed on [*date*]

**SIGNED** for and on behalf  
of **NGATI POROU** by  
the mandated negotiators in the  
presence of —

\_\_\_\_\_  
Rei Mokena Kohere

\_\_\_\_\_  
Apirana Tuahae Mahuika

\_\_\_\_\_  
Natana Maukau Ihaka

\_\_\_\_\_  
Linda Tuhiwai Smith

\_\_\_\_\_  
Selwyn Tanetoa Parata

\_\_\_\_\_  
Koroumatai Kody Pewhairangi

\_\_\_\_\_  
Te Okeroa Walker

\_\_\_\_\_  
Robert McLeod

\_\_\_\_\_  
Whaimutu Kent Dewes

\_\_\_\_\_  
Matanuku Mahuika

**DEED OF SETTLEMENT**

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**WITNESS**

\_\_\_\_\_  
Name:

Occupation:

Address:

**SIGNED** for and on behalf of  
**TE RUNANGANUI O NGATI POROU**  
**TRUSTEE LIMITED** by—

\_\_\_\_\_  
[Name] - Director

\_\_\_\_\_  
[Name] - Director

[in the presence of —

**WITNESS**

\_\_\_\_\_  
Name:

Occupation:

Address:]

**DEED OF SETTLEMENT**

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**SIGNED** for and on behalf of **THE CROWN** by —

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

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

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

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

**WITNESS**

\_\_\_\_\_

Name:

Occupation:

Address: