NGĀTI HĀUA

and

TE WHIRINGA KĀKAHO O NGĀTI HĀUA

and

THE CROWN

TE PUA O TE RIRI KORE
DEED OF SETTLEMENT OF
HISTORICAL CLAIMS

[*date*]

PURPOSE OF THIS DEED

This deed –

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

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DEED OF SETTLEMENT

THIS DEED is made between

NGĀTI HĀUA

and

TE WHIRINGA KĀKAHO O NGĀTI HĀUA

and

THE CROWN

1 TE TŪĀPAPA - BACKGROUND

KARAKIA WHAKATUWHERA

Tū wheua te pō, tū wheua te ao.

Tū wheua ngā tātarāmoa i haria mai e koutou ki tēnei whenua kino.

Whatiwhati koa ngā parirau o Rupe, i riro rā i a Rongo.

Te whenua ko Rongo,

Ko Rongo ki te whakatupua,

Ko Rongo ki te whakatawhito,

Ko Rongo ki te maimai aroha,

Ko Rongo!

E Rongo e, whakairihia – ē hai!

Whiriwhiria ngā whenu o te ara kupu matua,

Whiriwhiria ngā muka o Te Ranga Tairunga,

Whiria ngā kākaho, e kore e whati, e kore e whati!

TE TŪĀPAPA

Ā mua, i muri ōu kōrero.

Ko Ruapehu te pou tuarongo

Ko Te Awa Tupua te tāhuhu ki te pou mua

Ko Hinengākau te pou tokomanawa

Ko Ruatupua rāua ko Paerangi ngā maihi

Nei rā te whare o Hāua.

Ruapehu is the anchor connecting us to our past.

1: TE TŪĀPAPA - BACKGROUND

Whanganui Awa is the umbilical cord interweaving our past to our present to our future

Hinengākau is the ancestress who binds us together

Ruatupua and Paerangi are the two main rootstock

This is the ancestral house of Hāua.

1.1. The Ngāti Hāua tribe are one of the Tangata Whenua tribes of Te Kāhui Maunga-ki-Tangaroa (the mountains to the sea), and it is through their eponymous tūpuna, Ruatupua and Paerangi from hence mana atua, mana whenua and mana tangata originates.

1.2. Ngāti Hāua has origins from an era preceding the arrival of the ancestral waka fleet from Hawaiiki Rangiātea, Tāhiti. The mana whenua of Ngāti Hāua, in accordance with 'Take Taunaha' – 'right by discovery' is attributed to Te Kāhui Māui.

Ko Tahuārangi te waka,

Ko Rangitukutuku te aho,

Ko Piki-mai-rawea te matau,

Ko Hāhā-te-whenua te ika rō wai.

Tahuārangi is the waka,

Rangitukutuku is the fishing line,

Piki-mai-rawea is the hook,

Hāhā-te whenua is the fish (land mass) that rose from below the ocean surface.

1.3. Time evolved to the generation of Te Kāhui Rua (the Rua Clan) and as with other Iwi affiliated to Te Awa o Whanganui, Ngāti Hāua acknowledge their primary rootstock of 'take tupuna' - 'ancestral right' as stemming from Ruatupua and Paerangi.

1.4. Ngāti Hāua were formerly known as Ngāti Ruatupua of the Taumarunui and Ōhura districts. The descendants of Ruatupua intermarried with those who arrived in the waka migrations. Judge Gudgeon, a Native Land Court judge that presided at hearings that dealt with the Ōhura and Tūhua interests of Ngāti Hāua, also recorded that:

> The ancestors of these people are well known by their descendants to have been in occupation of the Whanganui River and the adjacent country when Turi arrived in the Aotea canoe, and even when Paoa came in the Horouta canoe.

1.5. The original name of the Whanganui River is "Te Wainui-ā-Rua(tupua)".

1.6. The second rootstock is Paerangi also referred to as 'Paerangi-i-Te Moungaroa' or 'Paerangi from the Milky Way'. Born from cosmogonical origins, Paerangi established his people in the southeast quadrant of Mount Ruapehu, who eventually intermarried with the Ruatupua lineage within the Whanganui River valley.

1.7. Ngāti Hāua also trace their main whakapapa lines to the four waka of Aotea, Tainui, Te Arawa and Tokomaru, later arrivals who intermarried with Ngāti Hāua. As the descendants of pre-waka and waka ancestors, Ngāti Hāua were originally known as the people of Te Puru ki Tūhua.

Mai Te Puru-ki-Tūhua ki Te Matapihi.

From the Plug of Tūhua to Te Matapihi.

1.8. This traditional pepehā defines the northern and most southern boundaries of the wider Whanganui Iwi but highlights that Ngāti Hāua have always held the mantle of protector of the northern boundary from invasion from external tribes.

1.9. It was around 1550 that Te Hoata II married a descendant of the Tainui high priest Hiaroa, called Hinewhata, and they settled at Taumarunui. There they produced a child Hinemata. Another marriage to Hine-te-wai produced Te Ruaroa, and a further union with Marama-ki-te-rangi produced Puakakaho.[1] Te Ruaroa went on to marry Rakei (I) who is the son of Tamakana. They had Toakohuru, who married Hinekopa of the Ngai Turi people. They went on to have Tamahina and Kaupeka. Kaupeka occupied the lands around Waiaraia and Te Umukaimata, with the range “Tāwhiti Kaupeka” named after a weka trap made by Kaupeka. The elder brother of Kaupeka was Tamahina, who marries Hinengākau, and he lays down a boundary for Hāuaroa at Waiaraia. The descendants of Tamahina and Hinengākau and those of Kaipeka as well, retained Hāuaroa as their tribal name.

1.10. Hakiaha Tāwhiao provided an account of the origins of the tribal name for the iwi of Te Hoata (II). He states that the name Hāuaroa originates from the ridgepole of the Whare Wānanga in Hawaiki.[2]

1.11. Pei Te Hurinui provides the following narrative that accounts for the arrival of Te Hoata I into the Tūhua and Purerora District:

> The tribal name of Hāuaroa, originated with the Te Arawa ancestor of that name. The Te Arawa colony to which Hāuaroa belonged had migrated from the lake region of Rotorua and settled at Maraeroa around the foothills of Pureora mountain and it was from that locality they moved by stages down the Waimiha River and the Ongarue River valleys to finally settle in Taumarunui.

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1 We note that Hine-te-wai and Marama-ki-te-rangi were sisters.

2 Otorohanga Minute Book 29, p 120.

> It was on the banks of the Ongarue River, and on the left bank about half a mile above the main highway bridge, at the northern end of Taumarunui, that Te Hoata II, leader of the Te Arawa people, built his pā. Whilst in the Maraeroa district Te Hoata II had married a descendant of the Tainui High Priest of the Bird Cult named Hiaroa. The Hurakia Range immediately to the south of Pureora mountain was famed throughout the land as the final gathering place, in season, of the forest birds from the surrounding forest ranges and from far away as the forest ranges of the coastal lands on the eastern and western seaboards.[3]

1.12. The identification of Tamaaio and his whakapapa lineage provides an Aotea/Tainui link, that marries into the lines of Te Arawa through the daughter of Te Hoata II, Hinemata. This then provides a connection to the lands of Tūhua and the evolution of Ngāti Hāua based on the 'take tupuna' of Te Hoata II.

1.13. According to Hakiaha Tāwhiao, Te Hoata II was the principal tupuna of Ngāti Hāua in Ōhura South and Rangitoto Tūhua. His whakapapa showed descent from Te Hoata I to the leaders of Ngāti Hāua. They included Ruaroa, Toakohuru, Tamahina, Tapaka, Terekau, Tuhaia, Whakaneke, Te Oro and Topine Te Mamaku.[4]

1.14. It was because of Te Hoata II's marriage to the Tainui chieftainess, Hinewhata, that Te Hoata II was later able to negotiate permanent peace-making with his redoubtable Tainui protagonist, the warlord Tamaaio from Kāwhia. The peace-making put an end to the siege of Te Hoata's pā, Whiritoa, and it was cemented in a "Tatau Pounamu" ceremony when Te Hoata II gave his daughter, Hinemata, in marriage to Tamaaio.[5]

1.15. Te Hoata II owned all the land known now as Ōhura South, which is the land lying south of the Taringamotu River. He also owned the piece of country north of the Taringamotu, but he gifted that away to Rangianewa, a grandchild of his. She being the child of Hinemata who married Tamaaio whilst Te Hoata II was in occupation of this country.[6]

1.16. The boundary of Te Hoata II before the time of Tamaaio began at Te Ruaroa; up the Whakapapa Stream to Te Waipatukahu; Te Umutoi; Pukuweka; Te Rua o Hinemata; thence up Mangakahu; Te Kawakawa; thence to Mangatupoto and Ōhura; Koromiko on Ōhura; Taraunui; Takapau. This land to Koromiko was gifted to Rangianewa. Ongarue was the boundary of the gift on one side and Taringamotu and Pukuweka stood on the other.[7] This area forms part of the lands of Ngāti Hāua.

1.17. Hakiaha Tāwhiao states that, in the time of Terekau and Tuhaia, Ngāti Hāua-te-rangi become the hegemonic name for the iwi, with Hāuaroa being the principal hapū. Ngāti Hāua-te-rangi later became shortened to Ngāti Hāua.

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[3] Te Hurinui, Pei Te Taurawhiri o Hinengakau Commemoration Booklet'.

[4] Otorohanga NLC Minute Book 15 folio 25-29 (20 August 1892). 46 Wai 903 #A108, p. 16.

[5] Te Hurinui, Pei. 'Commemoration Booklet'

[6] Otorohanga Minute Book 37, p.85

[7] Otorohanga Minute Book 29, p. 123

1.18. Tā Te Atawhai Archie Taiaroa provided an account of the meaning of the name Hāua-te-rangi. He states that the "Hā" refers to the breath, "Ua" refers to the rain, and Te Rangi refers to the heavens. Together the name references the mist that follows rain fall and rises to the sky like the steam produced by one's breath on a cold day.

NGĀTI HĀUA CONNECTIONS

1.19. Ngāti Hāua people are inseparable from their lands and waters. Ngāti Hāua view the Whanganui River, with its sources in Te Kāhui Maunga, as a living being, Te Awa Tupua; an indivisible whole incorporating its tributaries and all its physical and metaphysical elements from Te Kāhui Maunga to the sea. Te Awa Tupua is central to the existence wellbeing of Ngāti Hāua. It has provided both physical and spiritual sustenance to Ngāti Hāua from time immemorial.

1.20. Ngāti Hāua continue to maintain their role as unifiers of their whanaunga iwi by whakapapa and for a common cause. This is reflected in their rohe being the meeting place of many waters, symbolising the joining of the upper river people with the people of the sea. The Ngāti Hāua approach is embodied in the traditional saying "*Wehea te muka, he taura whati, whiria kia mau, kia ū, he taura mau waka*" meaning "Separated flax and strands create weak links, bound tightly together would meet any challenge".

1.21. Ngāti Hāua have maintained that they possessed, and exercised rights and responsibilities as tāngata tiaki in relation to their rohe, including the Whanganui River, in accordance with their tikanga and that their rights and interests have never been relinquished willingly.

NGĀTI HĀUA EFFORTS AND CLAIMS OVER TIME

1.22. This section contains Ngāti Hāua's summary of efforts and claims to maintain their rangatiratanga prior to efforts in the Waitangi Tribunal.

1.23. Ngāti Hāua have sought to maintain their rangatiratanga through a range of efforts and strategies since 1840. This included support of kaupapa such as the Kīngitanga and participation in the Pai Mārire movement, which was set up to peacefully support the retention of land in Māori ownership and tino rangatiratanga. Niu were erected by Ngāti Hāua tūpuna to remind their uri of continuing despite all the struggles, to not only retain their land but also to practice and demonstrate their rangatiratanga. Ngāti Hāua also sought to protect their whenua by including their lands in Te Rohe Pōtae as a means of protection. In doing so, Ngāti Hāua sought to retain the authority to manage their taonga in accordance with their own kawa and tikanga and to prevent the further onslaught of colonisation and the operation of the Native Land Court.

1.24. As well as these movements, Ngāti Hāua tūpuna sought to use legal and other mechanisms to defend and assert their rangatiratanga. For example, Ngāti Hāua tūpuna actively petitioned Parliament in the 19th and 20th centuries defending their rights in relation to their whenua, to Te Awa Tupua and the imposition of the Native Land Court against their will, among other matters. Numerous petitions and other submissions

followed over this period. Ngāti Hāua tūpuna also lead legal proceedings over many decades in relation to their rights in Te Awa Tupua, commencing in 1938.

1.25. These actions have continued in the modern era in relation to matters such as the establishment of the Whanganui National Park and the Tongariro Power Scheme without Ngāti Hāua consent, as well as the effects of the Scheme on the mouri of the affected waterways. A further grievance is the inclusion of Te Kāhui Maunga within the Tongariro National Park. The Tongariro National Park was established by the Tongariro National Park Act 1894, and formally proclaimed in 1907. Ngāti Hāua's grievances in relation to the Park concern, among other matters, the Crown's establishment of the Park without consulting with Ngāti Hāua or seeking Ngāti Hāua's agreement about the effects of commercial development in the Park.

1.26. It is these key issues that have driven the Ngāti Hāua claims under te Tiriti o Waitangi / the Treaty of Waitangi and the redress sought through these settlement negotiations.

WAITANGI TRIBUNAL CLAIMS

1.27. Ngāti Hāua have been active participants in a number of Waitangi Tribunal claims and inquiries.

1.28. The Wai 167 claim to the Waitangi Tribunal was filed by Hikaia Amohia and the members of the Whanganui River Māori Trust Board on behalf of Whanganui Iwi on 14 October 1990. The Wai 167 claim included, among other things, claims in respect of the Whanganui River and was pursued for the benefit of all who affiliate to Whanganui Iwi, including Ngāti Hāua. Those parts of the Wai 167 claim relating to the Whanganui River were heard by the Waitangi Tribunal in 1994 and the Tribunal issued its Whanganui River Report in 1999. Among other things, the Waitangi Tribunal found that:

1.28.1. To Whanganui Iwi, the Whanganui River was a single and indivisible entity, inclusive of the water and all those things that gave the River its essential life;

1.28.2. Whanganui Iwi possessed, and held rangatiratanga over, the Whanganui River and never sold those interests.

1.29. Ngāti Hāua claims relating to the Whanganui River were settled in 2014 as part of Ruruku Whakatupua, the Whanganui Iwi settlement in relation to Te Awa Tupua.

1.30. Ngāti Hāua participated in the Waitangi Tribunal's National Park (Wai 1130) and Whanganui Land (Wai 903) and Te Rohe Pōtae (Wai 898) district inquiries, all of which have been concluded. The Waitangi Tribunal's Te Kāhui Maunga: The National Park District Inquiry Report was released in November 2013, whilst He Whiritaunoka: The Whanganui Lands Report was released in October 2015, and the Te Mana Whatu Ahuru: Report on Te Rohe Pōtae Claims was released in 2018.

1.31. These Tribunal reports found that the Crown breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles in relation to a number of Ngāti Hāua claim issues.

1.32. Evidence presented to the Waitangi Tribunal by Ngāti Hāua kaumātua during the Whanganui Land inquiry (Wai 903) included the following statements in relation to te Tiriti o Waitangi / the Treaty of Waitangi:

1.32.1. "Ngāti Hāua have been staunch in defending and asserting our tino rangatiratanga from 1840 and continuing today. There is a consistent record of Ngāti Hāua endeavouring to ward off the colonisation of our rohe and the undermining of our tino rangatiratanga."

1.32.2. "At no time in our engagement with the Crown has there been a relationship based on the terms or the spirit of Te Tiriti. There is no partnership and sometimes barely even a relationship. Where there has been a relationship we have been relegated to the role of rebels, Hauhau, petitioners, submitters and objectors rather than Tiriti partners."

1.32.3. "The Crown has undermined our tino rangatiratanga in respect of our iwi, hapū, whenua, awa and taonga. In some cases the Crown has ensured we could not exercise tino rangatiratanga. There was no balancing of kāwanatanga and tino rangatiratanga. Tino rangatiratanga has been and continues to be subordinate to kāwanatanga and we reject the subordination of our mana and authority."

1.32.4. The loss of or undermining of our tino rangatiratanga over our taonga such as our natural resources including air, land and water. The creation of private property rights in respect of our taonga is a particular grievance."

NGĀTI HĀUA NEGOTIATIONS

Mā te maunga hei tiaki mō te katoa
Mā te awa hei tiaki mō te katoa
Mā ngā whenua hei tiaki mō te katoa

Let the mountain be cared and managed, for and on behalf of everyone
Let the river be cared and managed, for and on behalf of everyone
Let the lands be cared and managed, for and on behalf of everyone

1.33. The Ngāti Hāua Iwi Trust was established in 2001 by visionary Ngāti Hāua kaumātua.

1.34. In 2014, the Crown agreed to four large natural groups in the Whanganui district for the purposes of settling Whanganui Iwi land claims.

1.35. Ngāti Hāua gave Ngāti Hāua Iwi Trust a mandate to negotiate a deed of settlement with the Crown by a series of five mandating hui in May 2017.

1.36. The Crown recognised the mandate on 27 June 2017.

1.37. Since that time, Ngāti Hāua and the Crown have been engaged in settlement negotiations in relation to the settlement of Ngāti Hāua claims. These settlement negotiations have been underpinned by Te Pou Tikanga, a settlement framework which is a metaphor for the way through which one must pass to enter the rohe of Ngāti Hāua.

1.38. The kaupapa (values) of te tiaki whenua (tangata whenua) are carved into Te Pou Tikanga. Upon entering, those values are shared by te tiaki whenua with every individual who in turn makes a conscious decision to embody those same values within the Ngāti Hāua rohe.

1.39. The mandated negotiators and the Crown –

1.39.1. by terms of negotiation dated 14 July 2017, agreed the scope, objectives, and general procedures for the negotiations; and

1.39.2. by agreement dated 22 October 2022, agreed, in principle, that Ngāti Hāua and the Crown were willing to enter into a deed of settlement on the basis set out in the agreement; and

1.39.3. since the agreement in principle, have –

(a) had extensive negotiations conducted in good faith; and

(b) negotiated and initialled a deed of settlement.

RATIFICATION AND APPROVALS

1.40. Ngāti Hāua have, since the initialling of the deed of settlement, by a majority of –

1.40.1. [*percentage*]%, ratified this deed; and

1.40.2. [*percentage*]%, approved its signing on their behalf by [the governance entity] [a minimum of [number] of] the mandated signatories]; and

1.40.3. [*percentage*]%, approved the governance entity receiving the redress.

1.41. Each majority referred to in clause 1.40 is of valid votes cast in a ballot by eligible members of Ngāti Hāua.

1.42. The governance entity approved entering into, and complying with, this deed by [*process (resolution of trustees etc)*] on [*date*].

1.43. The Crown is satisfied –

1.43.1. with the ratification and approvals of Ngāti Hāua referred to in clause 1.40; and

1.43.2. with the governance entity's approval referred to in clause 1.42; and

1.43.3. the governance entity is appropriate to receive the redress.

Figure 1: Ngāti Hāua AIP signing

Figure 2: The Trustees receiving the final settlement offer from the Crown

AGREEMENT

1.44. Therefore, the parties –

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

1.44.2. agree and acknowledge as provided in this deed.

[OFFICIAL OR RECORDED GEOGRAPHIC NAMES

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

2 TE POU TIKANGA

2.1. Te Pou Tikanga are the innate values that underpin Ngāti Hāua aspirations for Treaty settlement and vision for a restored relationship with the Crown.

Ngāti Hāuatanga -	Kia toitū te mana whakaū nā Ngāti Hāua *Our nationhood: To ensure the survival of the Ngāti Hāua Iwi identity*
Riri Kore -	Nā ngā tūpuna i hauroatia te maru o te tangata *To ensure the continuity of Ngāti Hāua tikanga*
Rongo Niu -	Tā te rino i tukituki ai, mā te rino anō e hanga *The Crown has a responsibility to enhance and uphold Te Tiriti o Waitangi relationship with Ngāti Hāua Iwi*
Rangitengaue -	Mā te piharau anō te piharau hei whakatika *Ngāti Hāua self-determination, Ngāti Hāua solutions for Ngāti Hāua people*
Kokako -	Ko te Awa te tuatahi, ko te Awa te tuarua *Uphold our inherent right of kaitiakitanga*
Tapaka -	He huinga wai, he huinga iwi *Te Ara Whanaunga: Maintain the integrity of our relationship with others*
Tamahina -	Ā mua, i muri, ōu kōrero *Make decisions based on ancestral precedent (tikanga) and values (kaupapa)*

2.2. The Crown acknowledges and respects the importance of Te Pou Tikanga, the Ngāti Hāua innate values, to Ngāti Hāua.

2.3. The Crown acknowledges that Ngāti Hāua –

2.3.1. has a desire to have a relationship with the Crown based on Te Pou Tikanga; and

2.3.2. regards Te Pou Tikanga –

(a) as underpinning the settlement of their claims against the Crown; and

(b) as a basis for resetting the relationship between Ngāti Hāua and the Crown.

3 TE TĀHUHU KŌRERO - HISTORICAL ACCOUNT

3.1. The Crown's acknowledgement and apology to Ngāti Hāua in part 3 are based on this historical account.

CHAPTER ONE: TE TIRITI O WAITANGI/THE TREATY OF WAITANGI

Puhaina Tongariro!

E rere nei Awanui,

Ko Te Wai-inuinu tēnā,

Na Ruatupua i mua e.

Tongariro erupts!

The great river flows,

Tis the thirst quenching waters,

Belonging to Ruatupua of ancient times.

3.2. Ngāti Hāua are an ancient iwi who descend from two of the earliest ancestors of the Whanganui district: Ruatupua and Paerangi. Through this genealogy, Ngāti Hāua connect with many of their neighbouring iwi. The descendants of these ancient ancestors intermarried with the descendants of Turi of the Aotea waka, which further connects Ngāti Hāua to their relations across the region. Forming and maintaining their relationships have always been of principal importance for Ngāti Hāua. Tamahina was a descendant of both ancestors. Hinengākau is a revered tupuna the upper reaches of the Whanganui River. The strategic marriage of Hinengākau to Tamahina brokered peace in the region which is remembered as *te taura whiri a Hinengākau* (the plaited rope of Hinengākau).

Figure 3: Carving of Hinengākau (courtesy of Ngāti Hāua Iwi Trust)

Figure 4: Tamahina (the pou used to stand at the site of Te Horangapa, Taumarunui)

3.3. The traditional lands of Ngāti Hāua spread across the upper reaches of the Whanganui River with Te Kāhui Maunga to the east, Tangitū to the north (named, according to Ngāti Hāua tradition, for the tupuna, Ruaputahanga, who stood and wept at this point) and Te Mātai and Tāngarākau to the west. Ngāti Hāua primarily occupy the land known as the Tūhua district.

3.4. The strategic importance of this area to Ngāti Hāua is captured in the whakatauākī of the leading Ngāti Hāua rangatira of the nineteenth century, Tōpine Te Mamaku: *Unuunu te puru ki Tūhua, māringiringi te wai o puta* (If you withdraw the plug of Tūhua, you will be overwhelmed by the flooding hordes of the north/If you withdraw the plug of Tūhua, you empty the Whanganui River). The waterways of the Ngāti Hāua rohe are the essence of their way of life, as demonstrated through their tribal saying:

E rere kau mai te awanui

Mai te Kāhui Maunga ki Tangaroa

Ko au, te awa

Ko te awa, ko au

The great river flows from the mountains to the sea

I am the river,

the river is me.

Situation of Ngāti Hāua at 1840

3.5. At 1840, Ngāti Hāua occupied their rohe and Heretaunga (the Hutt valley). In the first decades of the nineteenth century, there was warfare among Māori around the upper Whanganui River. In fear of attack, some members of Ngāti Hāua migrated south with their kin to Te Whanganui-a-Tara (the Wellington region). They were escorted by Te Ngārupiki I, and later by Tōpine Te Mamaku and Parata who, with the larger migration, eventually settled with another iwi in Heretaunga in the 1820s. Ngāti Hāua traditions record how Tōpine Te Mamaku is reported to have frequently travelled back and forth between Heretaunga and the upper Whanganui district.

Figure 5: Tōpine Te Mamaku at Tawhatā (Burton, Alfred Henry, 1834?-1914. Topine Te Mamaku. New Zealand Department of Justice, Commissioner of Patents : Collection of Burton Brothers prints. Ref: PA7-36-15. Permission courtesy of Alexander Turnbull Library, Wellington, New Zealand https://natlib.govt.nz/records/23132960)

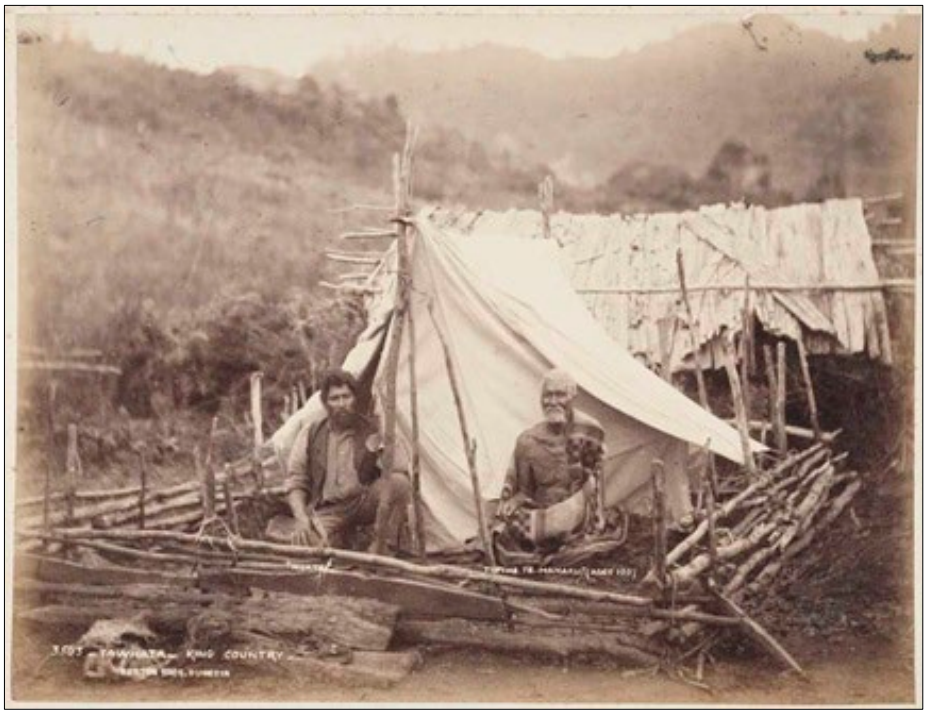

Figure 6: Tōpine Te Mamaku (right) and Taiaho Ngātai (left) (Burton, Alfred Henry, 1834?-1914. Photograph of Topine Te Mamaku and Taiaho Ngatai at Tawhata. Bollinger, Mrs, fl 1958 :Scenic photographs of New Zealand. Ref: PA7-36-16. Permission courtesy of Alexander Turnbull Library, Wellington, New Zealand. /records/22702341)

Figure 7: Ngātai Te Mamaku, a Ngāti Hāua rangatira (courtesy of Ngāpūwaiwaha Marae)

The Signing of te Tiriti o Waitangi/the Treaty of Waitangi

3.6. On 23 May 1840, missionaries arrived at Pākaitore at the mouth of the Whanganui River to secure the signatures of Whanganui Māori to te Tiriti o Waitangi/the Treaty of Waitangi. Nine Whanganui rangatira signed te Tiriti/the Treaty on the day it arrived. However, Lieutenant Governor Hobson had already issued a proclamation of sovereignty over the North Island by way of cession through the Treaty on 21 May. The missionary left with te Tiriti/the Treaty on 25 May, before upriver rangatira arrived for a meeting at Pākaitore on 27 May. On 31 May, more Whanganui Māori signed te Tiriti/the Treaty in Waikanae.

3.7. Tōpine Te Mamaku did not sign te Tiriti/the Treaty. Ngāti Hāua had rarely interacted with Europeans before the first missionary arrived in their rohe in 1839, as visitors to the Whanganui district seldom ventured very far inland. The first substantial interaction between Ngāti Hāua and the Crown occurred in Heretaunga.

CHAPTER TWO: WARFARE IN HERETAUNGA AND WHANGANUI IN THE 1840S

The New Zealand Company and the Whanganui Purchase

3.8. In 1839, the New Zealand Company sent an agent to New Zealand to purchase land. In October and November, the Company signed purchase deeds with the rangatira of other iwi relating to twenty million acres of land from the central North Island to the top of the South Island. On 16 November, some Whanganui rangatira met with Company representatives aboard their ship, the *Tory*, while it was anchored off the Kapiti coast and signed a deed for one million acres between Manawatū, Pātea, and Tongariro.

3.9. In January 1840, the Crown proclaimed that it would not recognise any alleged purchases of Māori land after that date, and a commission was established to investigate land purchase claims. On 27 May 1840, four days following te Tiriti/the Treaty signing in Whanganui, a large meeting was held at the mouth of the Whanganui River to discuss the Company's 1839 deed of purchase. The next day, 32 Whanganui rangatira signed the deed.

3.10. In 1843, William Spain, a Land Claims Commissioner, investigated the Company purchase and heard overwhelming evidence that Whanganui Māori did not agree they had sold the millions of acres the Company claimed to have purchased. Spain believed that Māori wanted the settlers who had already established a small town at the mouth of the River to stay. In 1844, he told Māori that he had decided to "award" 40,000 acres to the Company and £1,000 compensation to the Māori owners. However, after he announced this "award" Whanganui Māori refused to accept it. In April 1846, a Crown purchase agent was instructed to negotiate a purchase based on Spain's award. However, negotiations were halted due to the outbreak of fighting in Heretaunga.

Warfare in Heretaunga

3.11. In 1839, the New Zealand Company was also seeking to purchase a large area of land around Port Nicholson, including the land at Heretaunga where some members of Ngāti

Hāua and other iwi had been living since the early 1830s. Ngāti Hāua and other iwi were temporarily absent from the Heretaunga valley when the Company was negotiating its purchase. The iwi returned by 1841 and established cultivations.

3.12. In May 1842, Spain commenced hearings into the Port Nicholson purchase. In September 1843, Spain reported that the Company had not purchased the majority of land it claimed, and that Māori had not consented to the purchase of their pā and urupā. Between February and March 1844, Spain and the Protector of Aborigines negotiated deeds of release intended to complete the Company's purchase. The 71,000 acres of land subject to these deeds included the land at Heretaunga.

3.13. In March 1844, the Company offered compensation to another iwi for the interests of that iwi and their allies, which included Ngāti Hāua. Crown officials placed that offer before the other iwi. That iwi refused to accept compensation for land in Heretaunga, saying that Māori did not intend to sell this land. In November 1844, the Company paid compensation to the same iwi which had refused payment for an undefined piece of land described as Heretaunga. The iwi leaders did not accept the payment on behalf of their allies and expected the land that their allies occupied to be reserved from the sale.

3.14. During these negotiations, Ngāti Hāua had remained cultivating land in Heretaunga. In November 1844, the Crown described them as intruders. Crown officials, and settlers in Heretaunga, interpreted the reluctance of Ngāti Hāua to leave the valley as a deliberate attempt to impede European settlement. Settlers pressured the Crown to take military action.

3.15. In 1845, Tōpine Te Mamaku led a group of Ngāti Hāua south to Heretaunga to support their kin in resisting the Crown's encroachment onto what they considered to be their lands. In February 1846, Governor Grey arrived in Te Whanganui-a-Tara and told Ngāti Hāua and other iwi that they must leave Heretaunga immediately, or the Crown would force them to do so.

3.16. On 21 February 1846, Ngāti Hāua and other iwi began to vacate Heretaunga, but when they saw settlers immediately take possession of the land and crops they had left behind, they returned and intimidated settlers from their own homes. Governor Grey responded by sending a 340-strong military force into the valley. Ngāti Hāua offered to vacate the land if their people were compensated for their crops. The Governor refused to enter negotiations on compensation before Ngāti Hāua and other iwi had left and issued an ultimatum, stating that he would only wait until noon on 26 February before ordering his troops to clear the area.

3.17. On 25 February, a missionary from Whanganui persuaded Tōpine Te Mamaku to leave the Heretaunga valley. Before departing, however, Tōpine Te Mamaku sought reassurances that four waka his people were leaving behind would be kept safe. Despite the Governor promising they would be looked after, that night several Europeans plundered the whare and cultivations Ngāti Hāua had left behind, stole a large proportion of potatoes and two of their four waka, and overthrew the pulpit in their chapel. On 27 February, troops ransacked and burned the deserted Maraenuku pā. The fire spread and destroyed a chapel and the fences around an urupā.

3.18. From 1-3 March, Ngāti Hāua and other iwi retaliated by plundering the homes of nine settler families north of Boulcott's Farm. By 3 March, Governor Grey prepared a declaration of martial law over the Wellington district, which would suspend the function of ordinary law and give the Governor military authority. The Crown's prosecutor advised Governor Grey that it was illegal to attempt to force Māori off land where they had recognised rights. However on 3 March 1846, after receiving advice from the Judge of the Supreme Court which disagreed with this opinion, Governor Grey declared martial law. It was only lifted on 12 March once Ngāti Hāua and other iwi appeared to have left Heretaunga.

3.19. In early April, a settler and his son were killed by another iwi in retaliation for troops' looting and burning of their property and, as a result, Governor Grey declared martial law again over the Wellington district on 20 April. On 16 May 1846, Tōpine Te Mamaku led a group of between 150 and 200 men on an attack on a British garrison of 50 soldiers at Boulcott's farm in present-day Epuni. Reports estimated two or three Māori warriors were killed and ten or more wounded. Six Pākehā soldiers were killed, four were wounded, and a settler died several days later from his wounds.

3.20. A month later on 16 June 1846, warriors and troops engaged in further conflict at 'Mabey's Clearing' near Boulcott's Farm. There were no fatalities, but warriors and troops alike were wounded. In July, Grey received a copy of a letter Tōpine Te Mamaku had written to other Whanganui rangatira seeking permission for his kin in upper Whanganui to travel down the River to join him in Heretaunga. On 18 July, Governor Grey extended martial law over the Whanganui district.

Summary Justice Under Martial Law

3.21. On 1 August, Crown troops captured two relatives of Tōpine Te Mamaku close to the pā of a chief the Crown considered a 'rebel' near Pāuatahanui; Te Rangiātea, who was an "old man either too sick or confused to escape capture", and Mātene Ruta Te Whareaitu, a younger brother of Tōpine Te Mamaku. On 14 and 15 September, a court martial was convened to try the two men.

3.22. Te Rangiātea was charged with having been found near Pāuatahanui armed with a spear, in the vicinity of a fortified pā of a 'rebel chief' in whose service he was engaged, on about the 1st of August 1846 (the first charge). He was also charged with acting, aiding, and assisting a rebellion against the Queen and government, and having been present at and participating in the attack and massacre of troops at Boulcott's Farm on the 16th of May 1846 (the second charge). Te Rangiātea pleaded guilty to the first charge and not guilty to the second. Four witnesses gave evidence against Te Rangiātea.

3.23. The Court Martial found Te Rangiātea guilty on the entirety of the first charge. On the second charge, he was found guilty of aiding and assisting the rebellion, but not guilty of being present at and taking part in the attack at Boulcott's Farm. Following the verdict, two medical officers provided opinions to the Court Martial that Te Rangiātea was of 'unsound mind'. The Court Martial then sentenced Te Rangiātea to confinement as a

lunatic for the remainder of his life. He died in state care two months later. His remains have never been located.

3.24. Te Whareaitu was charged with being taken in arms and in open rebellion against the Queen and government, near Pāuatahanui in the vicinity of a fortified pā of a 'rebel chief' about the 1st of August 1846, and wounding a Māori ally during his capture (the first charge). He was also charged with acting, aiding and assisting in rebellion, and having engaged in conflict with Crown troops at Mabey's Clearing on the 16th of June 1846 (the second charge). Te Whareaitu pleaded guilty to the first part of the first charge, but the Court Martial record includes no plea in respect of the balance of the charge. He pleaded not guilty in respect of the second charge. Four witnesses gave evidence against Te Whareaitu.

3.25. Te Whareaitu was found not guilty on the whole of the first charge. On the second charge he was found guilty of acting, aiding and assisting rebellion, but not guilty of participating in the Mabey's Clearing conflict. Te Whareaitu was sentenced to be hanged and was executed two days later on 17 September, in front of the military camp at Paremata. The commanding officer of military forces in the southern division described how Te Whareaitu's execution was to serve as "an example to the Natives many of who were present". Less than a month later, seven Māori arrested near Paekakariki and Pukerua Bay were found guilty of charges of rebellion, possessing guns, and murder and sentenced not to death but to transportation for the remainder of their lives.

3.26. In the New Zealand press, Te Whareaitu's execution was described as a 'most sanguinary display of vengeance'. In Australia's newspapers, Te Whareaitu's hanging was described as a 'cold-blooded atrocity', and a 'stain' upon New Zealand's national character. The record describes how shame at his hanging prompted "New Zealanders" to offer the land where he was hung to the Crown for the erection of a school to "promote the union of the races", and that Te Whareaitu's wife gave birth to a child soon after its father's execution, which she named Ripeka or Rupeka ('the hung'). Te Whareaitu's remains have never been located.

3.27. The two Courts Martial had been convened by the commanding officer of military forces of the southern division. Neither defendant had any legal representation, and the prosecution witnesses were not cross-examined. Although both defendants were given an opportunity to present their defences, they chose not to do so. The prisoners' guilt was decided upon by committees comprised of officers rather than by a jury.

3.28. Less than a month later, eight Whanganui Māori arrested near Paekakariki and Pukerua Bay were found guilty of charges of rebellion and possessing guns, and sentenced to transportation for the remainder of their lives rather than be executed. While one of the prisoners was released on account of his youth, the Crown sent the rest to Auckland where two were detained and five were exiled to Van Diemen's Land (Tasmania, Australia) in October 1846. Governor Grey requested the Tasmanian government keep the prisoners at hard labour so that other Māori would learn of their severe treatment. However, Australian authorities sent them instead to Maria Island where they were given light duties. One of the men became ill and died in July 1847. In December, Grey

released the two prisoners in Auckland and requested the return of the four prisoners at Maria Island, they arrived back in New Zealand in March 1848.

Warfare in Whanganui

3.29. The hostilities in Heretaunga and the way the Crown dispensed summary justice to Ngāti Hāua served as a catalyst for further clashes between Ngāti Hāua and the Crown in the Whanganui district. Tōpine Te Mamaku, along with the majority of upriver Māori, wanted to live in peace with the Crown until he heard of the execution of his younger brother. In October 1846, Tōpine Te Mamaku and his cousin Te Oro led a Ngāti Hāua taua down the River to Petre, the European settlement at the mouth of the Whanganui River.

3.30. There was significant tension for about a week before the taua withdrew upriver after Tōpine Te Mamaku threatened that this taua was one of boys but the next would be one of men. A missionary, settlers, and local Māori requested the Crown send troops to defend the township. In December, 180 imperial troops arrived in Petre and commenced construction of a stockade.

3.31. The arrival of the troops in Whanganui exacerbated the tension which remained following Tōpine Te Mamaku's threat of another taua. Governor Grey proclaimed on 23 February 1847 that martial law over the Whanganui district would be lifted on 15 March. However, the Captain of the troops removed the public notice and posted his own personal notice that martial law would continue until further notice. The Colonel commanding the Crown's troops appealed to Governor Grey to extend martial law until the stockade was in a defensible position. Governor Grey assented and imposed martial law until 1 May, though there was no emergency situation in Whanganui and martial law had little practical effect. During this period, on 18 April, a group of Māori youths killed four members of a settler family in the Matarawa valley. The youths were court martialled, and four were executed on 26 April. On 27 April, martial law was extended for a further three months and one hundred troops were despatched to Petre.

3.32. In May, Tōpine Te Mamaku led another taua down the River. On 19 May, they arrived in Petre and plundered settler houses while being fired on by the troops from within the stockade. Two of the taua leaders, including Tutua (the brother-in-law of Tōpine Te Mamaku) were killed. Over several weeks in May, the taua grew to 400-500 members and a further 200 troops arrived in Petre.

3.33. On 29 May, a Crown official received a report from a justice of the peace in Petre that a settler had left flour mixed with sugar and laced with arsenic in his home when he relocated to the stockade during the fighting. He wrote that it was intended for rats but had been taken by the taua and he "hoped the rascals ate it".

3.34. By 4 June, the Crown's forces amounted to 800 troops. There was sporadic fighting over some weeks and the largest fight between the taua and the Crown was on 19 July 1847 at St John's Wood. The fight lasted three hours and both sides suffered around a dozen casualties. By 4 August, the taua had returned upriver. The parties agreed to peace in February 1848. However, tension remained high and the Crown maintained its military presence in Petre for decades afterwards.

3.35. In August, the local missionary informed Governor Grey about the flour poisoning incident of May. He characterised the incident as an intentional poisoning of the taua and stated that members of the Crown's militia were aware that it had happened. One of the settlers remarked to the missionary that, while the act was deplorable, it was necessary as they would "never have peace so long as a man, woman, or child of [the taua] remained". After several settlers expressed their abhorrence at the incident, those responsible claimed that it was accidental.

3.36. Governor Grey never replied to the missionary's letter detailing this awful event and never investigated the allegations that settlers, intentionally or otherwise, had poisoned members of Ngāti Hāua with arsenic.

3.37. These events had significant and long-term consequences for Ngāti Hāua and their relationship with settlers was irrevocably changed. Ngāti Hāua recall that there were many deaths because of food poisoning and that their ancestors refused to eat food produced by settlers for many decades.

The Completion of the Whanganui Block Purchase

3.38. In May 1848, the Crown sought to complete the purchase that the New Zealand Company had begun. On 25 May, after a meeting attended by approximately 600 Whanganui Māori, the Crown secured 80 signatures to a deed of purchase which provided for the Crown to pay £1,000 for an area of 86,000 acres. The purchase money was distributed to 22 rangatira representing 15 iwi/hapū. Each group received portions of the payment ranging from £10 to £150 each. Tōpine Te Mamaku was to receive one bag which contained £10 in silver for Ngāti Hāua. However, there were no reserves for Ngāti Hāua. The Crown represented the purchase as the completion of Commissioner Spain's recommendation, but did not inform the sellers that the land included in the purchase more than doubled the 1843 recommendation of 40,000 acres.

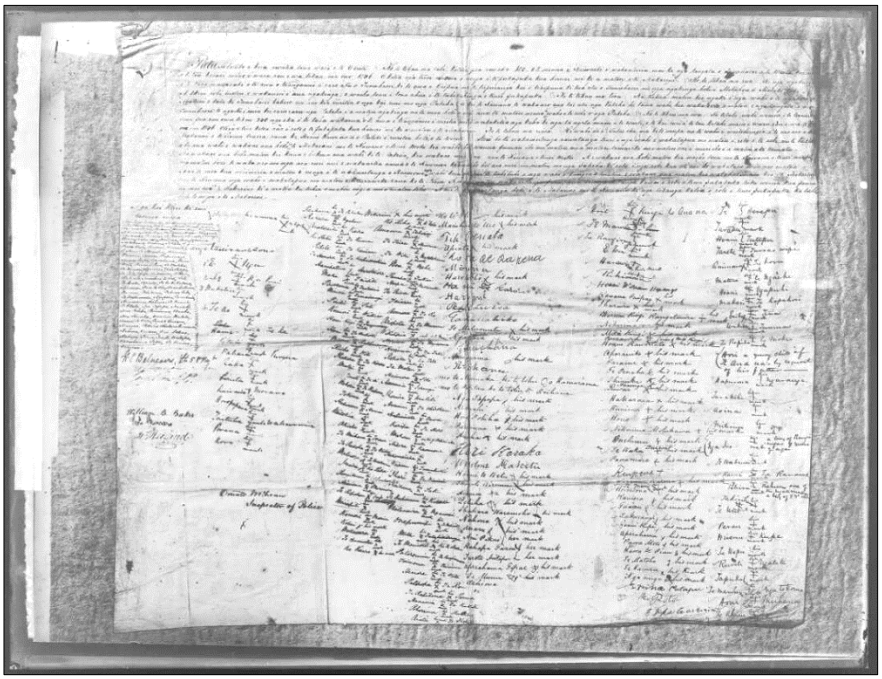

Figure 8: Deed of Purchase of Whanganui, signed 26 May 1848 (Deed of purchase of Whanganui, clauses & signatures in Maori and English, signed 26 May 1848. Harding, William James, 1826-1899: Negatives of Wanganui district. Ref: 1/1-000087b-G. Permission courtesy of Alexander Turnbull Library, Wellington, New Zealand. /records/22913287)

CHAPTER THREE: THE NEW ZEALAND WARS

The Kīngitanga

3.39. In the 1850s, some iwi and hapū discussed establishing a Māori King to lead a confederation of assenting Māori and protect their land from alienation. The King movement, the Kīngitanga, was intended to be a pan-tribal, politically-united movement to ensure continued Māori control, autonomy and mana over their lands. In 1856, some Whanganui rangatira attended a meeting at Pūkawa on Lake Taupō to discuss the idea of selecting a Māori King. While a King was not chosen at the Pūkawa meeting, those in attendance did agree to form a 'rohe tapu' within which no land would be sold to the Crown or to settlers. Later described as Te Rohe Pōtae, the centre point of this area was Tongariro maunga, and it included a large part of the Whanganui district.

3.40. Before Pōtatau Te Wherowhero was selected in 1857 and later anointed as King in June 1858, Tōpine Te Mamaku was offered the kingship at, according to Ngāti Hāua korero tuku iho, Poukaria. Despite not taking up the Kingship, Tōpine Te Mamaku was a significant champion of the Kīngitanga and is often one of those credited with introducing it to Whanganui in 1858.

The Taranaki Wars

3.41. In the late 1850s, relationships between the Kīngitanga and the Crown further deteriorated when the Crown attempted to purchase land at Waitara. In March 1860, war broke out in Taranaki when the Crown attacked Te Kohia pā. Ngāti Hāua avoided becoming involved in the first Taranaki war. A truce was agreed to in March 1861.

3.42. The 1861 truce remained in effect until March 1863, when fighting broke out for a second time and continued until November 1866. Several Whanganui Māori were in Taranaki when the conflict began, and 30 more individuals travelled to join them.

3.43. In October 1863, a force of Whanganui Māori that included Ngāti Ruru rangatira Rōpata Te Korowhiti and Te Ngarupiki from Taumarunui went to support their relations in Taranaki. Tōpine Te Mamaku also joined them with a contingent of his own, giving the group a total of 400 fighters.

3.44. Tōpine Te Mamaku and Te Pēhi Tūroa remained committed to maintaining peace in the Whanganui district. On their journey to Taranaki, Tōpine Te Mamaku and Te Pēhi Tūroa were careful to ensure that no harm came to settlers on their route. They sent word ahead for settlers to keep their doors shut to avoid any confrontation. In one case, Te Pēhi Tūroa saw some settler children and stood with them to protect them until the entire taua had passed.

3.45. The taua fought at Tapuaeruru and Tāpuiwaewae but, after running out of supplies, returned to Pīpīriki in February 1864. On their return hīkoi, the taua passed by Crown soldiers on a farm and did not engage them. Again, Te Pēhi Tūroa stood by the soldiers to see that no fighting broke out.

War Spreads to the Waikato

3.46. In July 1863, the Crown sent forces across the Mangatāwhiri River and, in doing so, passed beyond the northern boundary, or aukati, of Te Rohe Pōtae. The aukati had been established in 1860 as a designation of Māori customary land in Te Rohe Pōtae which could not be entered without the approval of the King. By crossing the aukati without approval, the Crown began the Waikato War.

3.47. In April 1864, Rōpata Te Korowhiti went to Ōrākau, but arrived too late to fight, and Tōpine Te Mamaku and his followers were at Haurua to help defend against a Crown invasion that did not eventuate.

Warfare in Whanganui

3.48. After Ngāti Hāua returned from Taranaki, they continued to desire peace in the Whanganui district. In May 1863, Te Pēhi Tūroa wrote the following to the Wanganui Chronicle:

> *Friends this is my word to you. Don't think there will be any fighting in this our river, viz Whanganui. Do not let settlers living on their land be frightened, let them remain where they are.*

3.49. The Crown had maintained a military presence in Petre since the hostilities of the 1840s. In July 1863, officials banned Māori who had been involved in the Taranaki conflict from entering the town. The local missionary unsuccessfully sought for the Crown to withdraw this order, as he thought it would lead to war.

3.50. In January 1864, the Crown instructed officials on how to deal with three types of "rebels" in Whanganui. Those who had fought against the Crown were to be arrested; those who were among the rebels but denied fighting were to surrender their arms, sign a declaration of allegiance, and were not allowed to remain among the "friendlies"; and those who lived among the "friendlies" but supported the "rebels" would receive a warning. In April, Te Pēhi Tūroa indicated that Whanganui Kīngitanga would only fight the Crown again if they were attacked in their upriver homes.

The Pai Mārire

3.51. In 1862, during the fighting in Taranaki, Te Ua Haumene, a Kīngitanga supporter from Taranaki, had founded a new faith that sought to reject European religious authority and bring Māori that followed it control and independence over their religion and their land. The movement was called Pai Mārire, which translates to good and peaceful. The Pai Mārire soon gained a large following, particularly among the Kīngitanga. Although Pai Mārire eventually became the religion of the Kīngitanga, it did not have its universal support, especially in the early years of its inception.

The Battle at Moutoa Island

3.52. In late April 1864, Mātene Rangitauira of Ngāti Te Wera, a disciple of Te Ua Haumene, returned to Whanganui and travelled around the district seeking converts to the Pai Mārire faith. Many Ngāti Hāua rangatira converted and aligned themselves with the Pai Mārire vision of autonomy and control. Those from Ngāti Hāua who converted to Pai Mārire did so because it represented the possibility of mana motuhake and stood for those who had been, and were being, oppressed by the Crown and its aggressive actions.

3.53. In May 1864, Rangitauira decided to lead a Pai Mārire force against the Crown at Petre. The taua was made up of Whanganui Pai Mārire supporters as well as Māori from outside of the district. Te Pēhi Tūroa wrote to Māori at Rānana to ask them to prevent the passage of the Pai Mārire force down the River, citing an agreement he had already made with the Governor that there would be no fighting with the Crown in Whanganui.

3.54. Tōpine Te Mamaku and Te Pēhi Tūroa allied some of their supporters with lower-river Māori who contested the right of the Pai Mārire fighters to proceed down the River and attack the township. The ensuing battle pitted Ngāti Hāua whānau against one another, as they fought on opposing sides. As it was described at the time, "this fighting was between elder and younger brother, between fathers and their children." The Kīngitanga and lower-river Māori force defeated the Pai Mārire at Moutoa Island on 14 May and Rangitauira was killed. 50 of the Pai Mārire group were killed, while the lower-river and Kīngitanga fighters lost 12 to 16 men, and between 20 and 25 were wounded.

The Battle at Ōhoutahi

3.55. At the end of May 1864, the Crown decided to arm its Whanganui Māori allies in order to protect "the upper Whanganui part of the district from the inroads of rebel natives". The Crown also paid for the fortification of the pā of its allies at Rānana, Kauaeroa, Koroniti,

Hiruharama, and Mairekura-Tawhitinui. By November, the Kīngitanga forces had established a pā at Ōhoutahi near Pīpīriki. Toward the end of 1864, the Crown received reports that Petre would be attacked, though this did not eventuate. Tōpine Te Mamaku and Te Pēhi Tūroa continued to avoid the outbreak of war in the district.

3.56. In late January 1865, General Cameron led a force of 1,200 soldiers out of Petre into Taranaki. Soon after, a force of 400 of the Crown's Whanganui Māori allies were dispatched upriver to Hiruharama, one mile south of Ōhoutahi. Te Pēhi Tūroa's followers initiated some skirmishing between Hiruharama and Ōhoutahi which resulted in the death of four of Te Pēhi Tūroa's men. On 24 February 1865, the 400-strong force of the Crown's allies captured the Ōhoutahi pā. 27 of the Kīngitanga forces were killed, and 100 were taken prisoner, including Te Pēhi Tūroa, Tāhana Tūroa and Tōpia Tūroa, who was also wounded in the battle.

The Battle at Pīpīriki

3.57. In March 1865, the Crown sent a force of around 200 militia and 400 of its Māori allies to occupy the Pīpīriki pā, a stronghold of Pai Mārire. The Crown's Māori allies were withdrawn to fight for the Crown at Weraroa pā on the Waitōtara River then recalled with a further 400 men to Pīpīriki when it came under Kīngitanga attack. There were skirmishes between the Crown and Kīngitanga forces outside the pā over 12 days in July. In September 1865, Governor Grey issued a 'proclamation of peace' and declared the war at an end.

The Crown's Confiscation of Land

3.58. In 1863, the Suppression of Rebellion Act and the New Zealand Settlements Act came into effect. These provided for the Crown to confiscate Māori land when the Governor in Council was satisfied that "any native tribe, or section of tribe or any considerable number thereof" had been engaged in rebellion against the authority of the Queen. In 1865, the Crown proclaimed the confiscation of a large area of land from Tātaraimaka in northern Taranaki down to Whanganui under the New Zealand Settlements Act.

Parihaka

3.59. From the 1860s, some members of Ngāti Hāua were living in Parihaka, a community in Taranaki which practiced non-violent resistance to the Crown and modern agriculture. From 1878, the community began pulling out survey pegs and fences on land the Crown was attempting to confiscate, and also ploughing land. In 1879, the Crown began arresting these peaceful protesters and detained many of them without trial. During 1879 and 1880, the Crown promoted legislation which retrospectively legalised these detentions, and provided for the imprisonment of the ploughmen. The Crown transported many of the arrested ploughman and fencers to the South Island where they remained in prison, many without trial, until 1881. They experienced overcrowding, harsh treatment, insufficient rations, and ill health.

3.60. In 1881, 174 Whanganui Māori were reported to be living in Parihaka. On 5 November 1881, a Crown force of over 1,500 invaded Parihaka and arrested its leaders, Te Whiti and Tohu. Over the following week, Crown troops arrested residents in an attempt to force them to disperse. On 11 November, 26 Whanganui rangatira were arrested in the settlement and 28 more Whanganui Māori were arrested the following day. Crown forces killed or stole livestock, and destroyed 45 acres of potato, taro, corn, wheat, and tobacco cultivations. Ngāti Hāua tradition is that some of the troops committed sexual violence against the residents of Parihaka.

3.61. The Crown then advanced on outlying settlements, arrested around 35 Whanganui Māori, and marched them back to Parihaka. On 14 November, Crown forces removed the contents of 25 Whanganui whare at Parihaka, stole taonga, and destroyed the whare. The next day, the Crown arrested 47 Whanganui Māori women including several children. On 16 November, the Whanganui Māori who had been arrested were marched back to Whanganui under a strong guard.

CHAPTER FOUR: THE INTRODUCTION OF NATIVE LAND LEGISLATION

3.62. In the early 1860s, the Crown abandoned its pre-emptive system of land purchasing. It introduced a new system of native land laws intended to establish a process for resolving disputes about Māori land ownership and facilitate the opening of Māori land to British colonisation. The Crown aimed to individualise Māori land tenure, detribalise Māori, and encourage their eventual assimilation into European culture. Ngāti Hāua never formally consented to the introduction of native land legislation.

3.63. The Native Land Acts of 1862 and 1865 established the Native Land Court to determine the owners of Māori land according to Māori custom, and award individual owners titles derived from the Crown. Any individual could apply to the Court for a title determination, and all those with interests in the affected land were forced into the Court system if they wished to protect their interests. Ngāti Hāua also required a Crown-derived freehold title if they wanted to sell their land or develop it and engage with the growing settler economy.

Crown Payments before Native Land Court Titles were Awarded

3.64. In 1874, the Crown began negotiating with Ngāti Hāua to acquire the Retāruke and Kirikau blocks. However, the Crown would not complete these transactions until the Court had determined the ownership of these lands. In March 1874, in preparation for their application to the Court, Ngāti Hāua applied to the Crown to have the Kirikau block surveyed. The next month, the Under-Secretary of the Native Department recorded that, as long as Ngāti Hāua agreed in writing that the block would be sold to the Crown and the survey cost would be repaid, the Crown would organise the survey of the block. In 1876, the Retāruke and Kirikau blocks were the first Ngāti Hāua blocks to come before the Court. The Court awarded the tribally-owned Retāruke block to 169 individuals, and the Kirikau block to 59 individuals.

Boycotting of the Native Land Court

3.65. In the 1880s, Te Kere Ngātaiērua rallied opposition to the Court. Te Kere had formed the Paetiuihou faith movement in the 1870s which was closely aligned with the Kīngitanga. Though the Paetiuihou faith was characterised by peacefulness, the Crown continued to label Te Kere and Ngāti Hāua more broadly as "Hauhau" and "rebels". Colonial authorities saw their protests as rebellious opposition to colonial structures.

CHAPTER FIVE: TE ROHE PŌTAE AND THE NORTH ISLAND MAIN TRUNK RAILWAY

Crown Preparations for the North Island Main Trunk Railway

3.66. By 1882, the Crown considered it critically important to acquire land in Te Rohe Pōtae for the North Island Main Trunk Railway. The Crown was also intent on acquiring land for European settlement. Prior to the 1880s the Crown and settlers had been unable to establish themselves in Te Rohe Pōtae, and Ngāti Hāua had consistently enforced the aukati. In 1880 Ngātai Te Mamaku killed a gun-runner who trespassed within the boundary.

3.67. In early 1883, the Crown proclaimed a general amnesty for all offences of a political nature that occurred during the New Zealand Wars. The proclamation was part of a Crown push to better its relations with Te Rohe Pōtae Māori. The proclamation demonstrated willingness and trust among members of the Kīngitanga and the Crown to work towards more cooperative, peaceful policies. However, Ngāti Hāua were uncertain whether Ngātai Te Mamaku was included in the amnesty. Initially, the Crown would not confirm that Ngātai Te Mamaku was included in the amnesty, but finally agreed to in December 1883.

Ngāti Hāua Resistance to the Construction of the Railway

3.68. During 1883, Ngāti Hāua were engaging with the Crown as one of four tribes that collectively sought to establish an external boundary to protect their territories in Te Rohe Pōtae that had not already been subject to land dealings. The boundary they envisioned would place their customary land under the control of the Kīngitanga indefinitely.

3.69. In March 1883, leaders of a neighbouring iwi who also belonged to the 'four tribes' came to an agreement with the Native Minister for an exploratory survey of a possible route for the Railway. On 16 March 1883, they agreed to the survey on the condition that the Crown gained the consent of Te Rohe Pōtae leaders. They also expected that, in return, the Crown would carefully consider implementing laws that recognised the authority of Te Rohe Pōtae leaders over their lands. However, the Crown continually suggested that Kīngitanga rangatira have their land investigated and surveyed.

3.70. In June 1883, the 'four tribes' sent a petition to Parliament, setting out what they expected from any agreement to lift the aukati. The petition was signed by 415 rangatira and called upon the Crown to take practical measures to give effect to te Tiriti o

Waitangi/the Treaty of Waitangi. The petitioners asked for Crown recognition and statutory provision for their tino rangatiratanga within Te Rohe Pōtae. They also called for Te Rohe Pōtae to be excluded from the jurisdiction of the Native Land Court and for the ability to be able to make their own decisions about land ownership that would then be confirmed by the law. The petitioners told the Crown they "could not live without our lands." For Ngāti Hāua, the petition represented a new approach to engagement with the Crown, and they continued to prefer to manage their own land and its alienation. The Railway could only be built if the Crown made an agreement that was satisfactory to Te Rohe Pōtae Māori.

3.71. In response to the petition, Parliament enacted the Native Land Laws Amendment Act 1883 which gave some protections for Māori land that were more limited than the 'four tribes' wanted. Contrary to the wishes of Te Rohe Pōtae Māori, the legislation did not exclude Te Rohe Pōtae from the jurisdiction of the Court and its processes. The Crown also promoted the Native Committees Act 1883, which provided for Native Committees that could advise the Court for title determination. However, there was no legal obligation for the Court to take notice of any recommendations made by a Native Committee.

Negotiations Surrounding the Railway and Te Rohe Pōtae

3.72. Ngāti Hāua and other Te Rohe Pōtae Māori were not entirely satisfied with the Crown's response to the petition, and further negotiations were required before they would agree to lift the aukati. Over 30 November and 1 December 1883, Native Minister Bryce held a meeting with leaders from a neighbouring iwi in Kihikihi that focussed on the terms under which Te Rohe Pōtae land would be surveyed. Bryce unsuccessfully encouraged each of the four tribes to make an application to the Court for title determination to Te Rohe Pōtae. The iwi did not do so, and several days later on 19 December there was a larger meeting during which Ngāti Hāua and other iwi agreed to a survey that would recognise their external boundary. They also agreed to exploratory railway surveying continuing. Following this meeting, Bryce finally confirmed that Ngātai Te Mamaku was included in the amnesty proclamation of 1883.

3.73. Bryce had incorrectly said to the rangatira at the 1 December meeting that the only way to have a survey completed of the external boundary was by making an application to the Court. He told those present that the Native Committees provided for in the 1883 Act would be able to 'inquire into titles', which was not actually stipulated by the legislation. In encouraging the rangatira to make an application to the Court, he said that he could not hold back competing applications which would relegate them to counter-claimants.

3.74. The vast block being surveyed was named 'Aotea' and included much Ngāti Hāua land. Ngāti Hāua and other iwi saw the survey as a first step the Crown in recognising and providing for their authority to determine the lands of iwi and hapū in Te Rohe Pōtae and to manage and dispose of their lands. However, the surveying in 1884 also led Ngāti Hāua and other iwi that lived close to the edge of Te Rohe Pōtae to fear that they might lose their lands through other iwi initiating Court processes. This created tension in the close kin relationships between iwi involved in Te Rohe Pōtae.

3.75. Shortly following the agreement for an external boundary survey in December, six additional surveyors commenced work, including on three trig surveys across the whole of Te Rohe Pōtae, along with the continuation of the exploratory railway survey. In January 1884, Hoani Paiaka wrote to the Crown to give his support for the railway survey, but not to the Railway itself. In April 1884, the Crown moved to restore its pre-emption policy that gave the Crown control over all transactions of Māori land, without the consent of Te Rohe Pōtae Māori. The Native Land Alienation Restriction Act was then passed in late 1884, the purpose of which was specifically to advance the settlement of Te Rohe Pōtae without rangatira in the rohe having any influence or control over the process. Te Rohe Pōtae rangatira reminded the newly-appointed Native Minister John Ballance that they had not yet consented to the Railway.

3.76. Ballance, therefore, continued negotiations with Te Rohe Pōtae Māori. In January 1885, Ngāti Hāua were given assurances at a meeting in Rānana that compensation would be paid for any land taken for the purposes of railway tracks and stations. At the meeting, Whanganui Māori asked that their boundaries be clearly defined and that Native Committees be given the jurisdiction to make decisions relating to their land and to the Railway. The Crown was only willing to agree to Native Committees having a greater role in Court processes. Ballance promised compensation would be paid for any takings relating to the Railway in the Whanganui district. Later in 1885, the Native Office advised Ngāti Hāua in writing that when compensation was awarded, it would be paid to owners ascertained by the Court, the processes of which the 'four tribes' had made clear they did not agree to in the 1883 petition. A further meeting was held in Kihikihi in February with other Te Rohe Pōtae Māori, and it was off the back of this meeting that the Railway was agreed to. Te Rohe Pōtae rangatira lifted the aukati late in 1885 when the survey of the Aotea block was near completion, providing symbolic proof that they were honouring their agreements with the Crown.

Land Takings and Construction of the Railway

3.77. In April 1885, the Crown proclaimed what land would be needed for the Railway under the Railways Authorisation Act 1884 and the Public Works Act 1882. The Crown had promoted legislation in 1884 that allowed for Crown pre-emption over areas that extended as far as 50 kilometres either side of the Railway. The Crown said that it may require wider sections of land, but assured that it would only take as much as was necessary to make the Railway safe and efficient, and that it would pay for any land not gifted by Māori owners.

3.78. Between 1885 and 1902, the Crown used public works legislation to compulsorily acquire just under 1,100 acres for the Railway. In many places, the amount taken was in excess of what the Native Minister had told Māori the Crown would need and involved more land than Māori had agreed to gift. Ballance had said at a meeting in 1885 that one chain would be required for the track except where cuttings were needed, but the Order in Council of 1885 relating to the Railway said it would have an average width of three chains.

3.79. In 1885, the Crown began construction of the Railway through the Whanganui district. In 1886, Ballance suggested that the existence of the Railway should in itself be enough compensation for those, like Ngāti Hāua, whose land was to be taken. The Railway reached Taumarunui in 1903, and the Crown compulsorily acquired Ngāti Hāua land around Taumarunui in the Ōhura South G4 block incrementally in 1907, 1915, 1917, and 1919. The only compensation that was paid for takings in the Whanganui district occurred between 1915 and 1919.

The Use of the Whanganui River During Construction

3.80. The Crown made use of the Whanganui River in the construction of the Railway. The River acted as a highway for the transportation of materials by riverboats, which were only able to navigate the River because of physical changes previously wrought by the Crown through explosives and other means of landscaping. As with the opening of Te Rohe Pōtae, Ngāti Hāua wished to have a degree of autonomy in dictating the use of the Whanganui River by the Crown for the instalment of infrastructure. However, the Crown did not consistently consult Ngāti Hāua regarding its use of the River. Instead, The Crown emphasised the supposed benefit of the new infrastructure, such as steamers on the River.

The Stratford-Ōkahukura Railway

3.81. In 1883, the Crown considered a route from Stratford in Taranaki to Ōkahukura as a possibility for the North Island Main Trunk Railway. Upriver Whanganui Māori opposed the initial survey of the route. The surveyor was captured by Māori from Tāngarākau for 48 hours until he was rescued. The surveyors completed their report in 1884 and stated that the land in the Tāngarākau section was rough but fit for settlement.

3.82. While the Te Awamutu to Marton route was selected for the North Island Main Trunk Railway, settlers petitioned the Crown to construct the Stratford-Ōkahukura Railway. In 1886, the Crown identified a potential route for the Stratford-Ōkahukura Railway through the Maraekōwhai and Ōhura South blocks. Construction began in Stratford in 1901. The construction provided employment for Ngāti Hāua, although the working conditions were hard. The two halves of the Railway met in Heao and the last spike was driven in on 7 November 1932.

CHAPTER SIX: THE NATIVE LAND COURT

3.83. Despite the railway agreement, there was still much opposition to the Native Land Court among Ngāti Hāua. Whanganui leader Tōpia Tūroa, who had travelled with King Tāwhiao on his 1884 journey to London to petition Queen Victoria over land issues, organised a meeting at Poutū in 1885. The meeting was attended by roughly 1,000 Māori. They came to a unified stance and called for the abolition of the Court and for control of Māori land to lie with local Māori committees. However, the Crown did not make any changes to the native land legislation. In 1886, a large meeting was held at Aramoho to discuss boycotting the Court at the same time as the Waimarino block title determination. Some Ngāti Hāua rangatira, such as Ngātai Te Mamaku, did not attend the Waimarino block hearing due to the Aramoho meeting.

3.84. Nevertheless, Ngāti Hāua applied for title determinations for the Ōpatu block in 1880, the Kōiro block in 1884 and the Maraekōwhai block in 1885.

Obstacles to Attending the Native Land Court

3.85. The distance of the Ngāti Hāua rohe from the townships where hearings were held created difficulties in the attendance of the iwi. The Ōpatu, Kōiro, and Maraekōwhai block hearings were held in Whanganui in early 1886, while the Aotea block hearing occurred to the north in Ōtorohanga a few months later. The journey to Ōtorohanga was a large and difficult distance for Ngāti Hāua to traverse. In 1886, Ngāti Hāua did not attend the hearing for the Taurewa block which was held in Taupō at a similar time to the Waimarino block hearing in Whanganui. A journey by horse from Taumarunui to Taupō often took four days. In 1882, Hakiaha Tāwhiao, Te Huia Te Pikikōtuku, Te Warahi te Whiutahi, Winiata, Tūao, Tōpine Te Mamaku and Hoani Paiaka complained to the Crown that they had travelled all the way to Upokongaro, around 15 kilometres from the Whanganui River mouth, to attend a notified hearing of the Ōpatu block, only to find it had been dismissed by the judge. The Crown refused to consider their request for a payment to help cover their costs. It was not until January 1886 that the Native Land Court investigated the title of the Ōpatu block and awarded it to Ngāti Hāua.

3.86. In the case of the Waimarino block, many Whanganui Māori with interests claimed to have not received notice that a title determination to their land was occurring. Although notice was issued in the Kāhiti (the *New Zealand Gazette*), Ngāti Hāua may not have seen it. Te Kere Ngātaierua petitioned the Native Minister in 1887 on behalf of 560 others claiming that they did not attend the Waimarino block title determination because they had received no notice of it.

3.87. Between 1886 and 1888, Ngāti Hāua rangatira sent a series of letters and petitions to Native Minister Ballance, stating that they had been unaware of the Court proceedings that had occurred relating to the north of the Waimarino block. None of the few recognised Ngāti Hāua owners attended the subsequent 1887 Waimarino block partition hearing, at which the judge said that “it will be the non-sellers[sic] own fault if they are located on the precipices and pinnacles”.

3.88. On occasion, blocks were investigated under names that were unfamiliar to Ngāti Hāua. The iwi did not recognise the block named Pohokura at all, as their own name for it was Ruataiko, and no one from the iwi attended the Court’s title determination in 1882. At 452,196 acres, the vast Waimarino block included land known by other names to iwi. In his 1887 petition, Te Kere also told Ballance that the Waimarino block contained sixteen districts known by other names. Significantly, the Waimarino block included the Tūhua district, which had been part of the original survey of the Aotea block which had not been heard by the Court yet.

3.89. The title determination of the Waimarino block was based solely on a sketch. That sketch was primarily informed by other land surveys, and was incomplete in the Tūhua district where Ngāti Hāua resisted the Crown’s efforts to survey the land. Ngāti Hāua communities in the Tūhua district considered the Waimarino sketch plan to be a mistake that would be corrected when the final survey was completed, as the sketch appeared to

include land they believed to be protected under an agreement with the Crown concerning Te Rohe Pōtae.

3.90. In the case of the Waimarino, Taumatamāhoe (which Ngāti Hāua also did not attend), Pohokura and Taurewa blocks, the title determinations were all held prior to surveys being completed. This meant that the Court sometimes relied on inaccurate or partial sketch maps of blocks when determining customary interests. As such, it was not always clear to Ngāti Hāua what land was included or excluded from a particular title determination, even if they were aware of the Court hearing.

The Costs of the Native Land Laws on Ngāti Hāua

3.91. When Ngāti Hāua did attend Court hearings, they incurred significant physical, social and financial costs. Participation in Court hearings could require staying for lengthy periods in difficult conditions. They could occur in winter when conditions were cold and damp. Hearings could also last upwards of several months, which disrupted the day-to-day life of Ngāti Hāua, particularly the planting and harvesting of their crops.

3.92. Having to attend hearings was financially costly for iwi, with the need for accommodation and kai being unavoidable. These were only exacerbated by the fact that Ngāti Hāua were away from home and their sources of income. In the 1886 title determination of the Taurewa block, which was heard as part of the Taupōnuiātia block, anyone wishing to claim interests needed to be present for the entirety of the hearing, which lasted months, to know when their block would be heard.

3.93. Court proceedings impacted Ngāti Hāua relationships with other iwi because inquiries into the customary ownership of a block could be strongly contested between neighbouring iwi and hapū. The Court process was also adversarial in nature as claimants had to assert their interests or evidence against other claimants to have their claim recognised.

3.94. The most significant costs were for surveys, which could be so high that sometimes iwi sold their land in order to pay them. Survey costs were made even more difficult for non-sellers, because there were no proceeds from sale to use. In 1892, Ngāti Hāua sold 10,000 acres in the Ōhura South K2 block to pay for their share of nearly £1,100 for survey liens from the 1890 Ōhura South block survey.

CHAPTER SEVEN: CROWN PURCHASING IN THE NINETEENTH CENTURY AND THE WAIMARINO BLOCK

3.95. At the beginning of the 1870s, the Crown commenced large-scale land purchasing in the Whanganui district “for the purpose of colonisation and settlement”. During the last three decades of the nineteenth century, the Crown purchased a significant amount of Ngāti Hāua land. In 1890, Māori held roughly 40 per cent of land in the North Island, or 11.6 million acres, compared with around 80 per cent in 1860. By 1910, that figure was less than 27 per cent.

Crown Advance Payments for Ngāti Hāua Land

3.96. During the 1870s, the Crown often began processes of acquiring Māori land by making advance payments of rent or purchase money before title to the land had been awarded by the Court. The Crown adopted this practice in its purchases of the Kōiro, Retāruke, Kirikau and Ōpatu blocks. The acquisition of these blocks was central to the Crown's settlement plans in the Tūhua district. The Under-Secretary of the Native Department wrote of "the advantage which might result to the colony if the Natives could be induced to break ground in that locality".

3.97. In July 1874, Tōpine Te Mamaku and Tāhana Tūroa made independent offers to sell the Retāruke block to the Crown. The Crown made separate advance payments to Tōpine Te Mamaku and Tūroa. Those payments to individuals complicated the purchase process of the Retāruke block, because some owners did not wish to alienate their interests but found themselves caught up in processes surrounding their land. After a short hearing in March 1876, the Court awarded the block to 169 Ngāti Hāua owners.

3.98. The Crown also made advance payments between October and December 1874 for 17,491 acres of the Kirikau block, which was all but 442 acres of the land. The Kirikau block came before the Court once the survey was complete in 1876 and was awarded to the Ngāti Hāua applicants. Kirikau was the first Ngāti Hāua block to be purchased, with the Crown purchasing 17,491 acres, essentially the block in its entirety, in 1881.

The Distribution of Crown Payments for the Retāruke Block

3.99. The Crown had paid only a small proportion of the purchase money before the Court awarded a title for the Retāruke block. The Court's award provided the Crown with a list of individual owners who were entitled to payment for their interests if they agreed to sell. Within five years of the 1876 title investigation of the Retāruke block, the Crown had made arrangements to purchase 148 of the 169 identified shares in the block, amounting to 17,320 acres. However, almost immediately following the title investigation, the Crown had begun to receive letters and petitions of complaint regarding the distribution of purchase money. The Crown had given purchase money to a leading rangatira of Ngāti Hāua but failed to ensure that the payment was then appropriately distributed.

3.100. One Ngāti Hāua rangatira, Hoani Paiaka, wrote a series of letters to the Under-Secretary from 1877 to 1889 detailing his "anxiety" at not having received payment for his land in the Retāruke block. In August 1877, he sought to prevent any further sales of Ngāti Hāua land, stating that Europeans should "be barred from coming more than a certain distance up the river in order to prevent them from entering the Tūhua country" and that no more surveys be made. He continued that the iwi should stock the land with sheep to prevent sales, leases, and surveys. In the same month, Te Pikikōtuku Rongonui wrote to the Crown complaining about the Retāruke purchase calling it a "clandestine sale" and noting that the people affected by it "suffer acutely."

3.101. The Crown was aware at the time that its payments "were made in a very irregular manner". Other rangatira had similar complaints about the purchase and agreed in 1889 to petition the Native Minister regarding their payment. The letters and petitions were

largely ignored. One Crown official wrote that "the Natives have themselves to blame for any irregularity which may have taken place in the distribution of the purchase money". Throughout, the Crown made no attempt to rectify the situation.

The Crown's Use of Monopoly Powers

3.102. During negotiations for land, the Crown nearly always operated as a monopoly purchaser. In 1877, the Crown promoted legislation which provided for it to establish a prohibition over all private alienations of Māori land once it had made any payments for that land. This allowed the Crown to negotiate land sales without private competition. The Crown's proclamations of monopoly powers could have a significant impact on Ngāti Hāua, as their only option under such a proclamation was to sell or lease land to the Crown if they wished to alienate it.

3.103. In 1878, Meeha Paiaka and 26 others had agreed to sell a portion of their land in the Ōpatu block to a private purchaser. In January 1879, though, the Crown also entered into negotiations for this land and proclaimed monopoly powers over the block. The Crown bought-out the private party and, by 1881, had paid more than £1,300 in advances. However, the Crown's plans for settlement in the Tūhua district were delayed when negotiations for the Ōpatu block stalled. In this time, some of the owners wanted to lease the land but were prevented by the monopoly proclamation. It was not until January 1886 that the Court awarded title to the Ōpatu block and, by April 1887, the Crown had acquired the interests of 65 of the 67 owners.

The Waimarino Block Purchase

3.104. In March 1886, the Crown began purchasing interests in the Waimarino block immediately after the Court had awarded a title block to further its plans for the North Island Main Trunk Railway. In the months following the title determination of the Waimarino block in 1886, the owners submitted applications to have their interests defined and partitioned. The Crown discouraged these applications from being heard by the Court and instead proceeded to purchase undefined shares. This meant that Ngāti Hāua did not always know what land was being sold to the Crown. Combined with difficulties with attendance at partition hearings, the purchase of undefined interests meant Ngāti Hāua struggled to retain the areas of land on which they lived.

3.105. On 16 April 1886, Ngātai Te Mamaku and others of Taumarunui wrote to the Native Minister seeking a reserve for the Ngāti Hāua people that included some lands within the northern boundary of the Waimarino block. There is no record of the Crown's response. On 8 May 1886, Ngātai Te Mamaku again wrote to the Native Minister expressing his belief that the Crown should stop dealing with this land as it lay within Te Rohe Pōtae and the interests would be soon investigated by the Native Land Court. On the same day, Piripi Tūhaia and 39 others (including important Ngāti Hāua rangatira such as Te Manuaute, Tānoa Te Uhi, Te Āwhitu and Tūao) also wrote to the Native Minister complaining about the Crown making payments for the land and warning it would produce "evil consequences".

3.106. By February 1887, the Crown had purchased 411,196 acres, 91 per cent of the block, from 821 owners, including members of Ngāti Hāua. In total, the Crown paid Whanganui Māori, including Ngāti Hāua rangatira, a total of £35,000 for over 410,000 acres. This price did not take into account the value of timber in the block, which the Crown was aware would likely be enough to "repay the total cost of the purchase". In April, the Native Land Court partitioned the Crown's share of the block as Waimarino 1 and created seven blocks for the 100 owners who did not sell their interests. Three Ngāti Hinewai non-sellers received the 1,350-acre Waimarino 6 block.

3.107. Ngāti Hāua continued to protest and petition the Crown immediately following these awards. On 4 May, Te Kere Ngātaiērua joined with the rangatira of another iwi to protest the sale of their people's land without their knowledge. He stated that he had received no notice of the title determination and his people had lost important sites on the Waimarino block, including Mangatīti, Ruatītī, and Riariaki. The Native Minister met with Te Kere two weeks later, though a record of the hui was not kept. Te Kere remained opposed to the purchase and submitted a petition to this effect in 1888. However, the Crown did not respond.

3.108. On 9 June 1887, Ngātai te Mamaku and 107 others wrote to the New Zealand Governor stating that Tūhua land had been wrongly included in the "unlawful and secret" purchase of the Waimarino block and it should have been left in Te Rohe Pōtae. It was explained that these lands contained their homes, cultivations, cattle and horses, as well as their dead. Ngāti Hauaroa, Ngāti Reremai and Ngāti Wera were all said to have suffered from the inclusion of their land. The Crown replied, stating that it was no longer possible to consider claims to the block or change what had already been done.

3.109. On 11 June 1887, Tūao, Tānoa and Taitua of Taumarunui wrote to the Government claiming that as they had never taken any money for the block, they considered the portion of Waimarino included in the Aotea block still belonged to them. The Crown noted that those who had not sold their interests had received a share in Waimarino 6 and that the remaining Tūhua lands were property of the Crown. On 10 July 1888, Ngātai Te Mamaku and 19 others presented a petition to Parliament complaining that the Waimarino block had been surreptitiously passed through the Native Land Court and they were therefore robbed of their land.

3.110. Ngāti Hāua complaints about the Waimarino block purchase continued for many years. On 24 July 1899, Te Hika Poihipi, Katarina Te Waihanea and Waikura Pirihira, all of Ngāti Hāuaroa living around Taumarunui, wrote to the Native Minister asking why the Crown had not responded to their previous petitions. On 30 July 1899, Ngātai Te Mamaku also wrote to the Native Minister asking why the petitions regarding the people who had suffered from the Waimarino sale were taking so long to resolve.

The Waimarino Block Reserves

3.111. In July 1887, the Crown created reserves for the 821 sellers from the Waimarino No.1 block. It located the interests of Ngāti Hinewai and Ngāti Whati, another Ngāti Hāua hapū, in the 3,130-acre Waimarino C block. The purchase deed stipulated that the Crown and Māori should agree on the location of the seller reserves. When selling their

shares, Ngāti Hāua had understood that the reserves would include their kāinga and cultivations. Neither party should have made a unilateral decision on the acreage and location of these reserves. The Crown purchase agent reported that they had consulted with a representative of each hapū, rather than coming to a mutual agreement.

3.112. When the survey of their seller reserve was completed in 1896, Ngāti Hāua hapū, Ngāti Whati, found that their kāinga at Te Maire was included on the Waimarino D block which was reserved for a hapū of another iwi. In 1910, members of Ngāti Hāua petitioned the Crown about the location of their seller reserve, the Waimarino C block, which the Crown located far from their homes. In its report on the petition, the Crown described the seller reserves as "gifts from the Crown", rather than areas agreed by both parties. In 1911, the Court combined the seller reserves and created the Waimarino CD block.

3.113. While a Crown official told the sellers of the Waimarino block that the Crown would reserve 50,000 acres of the block for them, it only reserved a total of 33,245 acres for the owners. When it allocated the location of its own shares, the Crown sometimes favoured areas that were resource-rich and fit for settlement, leaving more uninhabitable or unprofitable areas to be allocated as non-seller blocks and seller reserves. This resulted in the Ngāti Hāua kāinga at Kākahi and Tawhatā becoming Crown-owned land. However, Ngāti Hāua continued to live in the kāinga as squatters in their own homes.

3.114. Ngāti Hāua continued to live at the Tawhatā kāinga for a long time after the 1887 purchase of the land. In 1892, Te Kere returned to live at Tawhatā and over a thousand of his followers joined him there until lack of food forced many of them to move away. After Te Kere died in 1901 Tawhatā was abandoned until his daughter, Karanga, began occupying the site. In the 1920's, Karanga obtained the title to the Tawhatā reserve. However, by the 1930s epidemics of measles and influenza meant that only one hundred people remained at Tawhatā. In 1916, Ngāti Hāua sold some of their Waimarino reserve land to purchase a small site next to where the Kākahi marae was established.

The Purchase of Tribal Lands from Individual Owners

3.115. Once the Court awarded title to Māori land, the Crown could approach owners individually and attempt to purchase their interests. Purchasing from individuals had been discouraged by Native Minister Bryce in the early 1870s, but by the time the Crown was ready to purchase the Maraekōwhai block the practice was more common, and had occurred on a large scale in the purchase of the Waimarino block. The Crown began purchasing interests in the Maraekōwhai block from individuals in 1892, six years following the title investigation. It continued to purchase undefined individual interests incrementally until 1899, with the acquisition of 22,529 acres occurring between 1892 and 1898. 26,464 acres were set aside for the 42 non-sellers.

3.116. By the end of the nineteenth century, the nearly 107,000 acres of Ngāti Hāua land owned across the Kirikau, Kōiro, Maraekōwhai, Retāruke and Ōpatu blocks, had been reduced to less than 43,000 acres.

CHAPTER EIGHT: TAUMARUNUI NATIVE TOWNSHIP

3.117. At the end of the nineteenth century, Ngāti Hāua continued to live around Taumarunui including on the land which would become the township. Outside of the townships boundaries, Ngāti Hāua continued to live at Ngāpūwaiwaha marae and the Taumarunui papakāinga at Ngāhuinga (Cherry Grove), at the confluence of the Ōngaaruhe and Whanganui Rivers.

3.118. European settlement of land in the Ngāti Hāua rohe came later than most North Island districts, and Te Rohe Pōtae was one of the last areas to be settled. However, when the Crown began purchasing Te Rohe Pōtae land in the 1880s and 1890s, there was a significant surge in European settlement. In 1886, Sir Julius Vogel informed Parliament that Taumarunui would become one of the most important towns in the colony because it is where the North Island Main Trunk Railway will cross the Whanganui River.

3.119. Aside from one settler in the 1870s, who married into the iwi, the first settlers came to Taumarunui in 1899 and arranged to lease land from Ngāti Hāua with Ngātai Te Mamaku and Te Manuaute Piripi Tūhaia. In the same year, Te Manuaute, Miriama Kahukarewao, and Hakiaha Tāwhiao asked the Premier to stop Crown purchasing in the Ōhura South block and to remove the Crown's monopoly because Ngāti Hāua preferred to lease their land directly to settlers and maintain their ownership over it. By 1901, the Crown had bought 85,000 acres in the Ōhura South block which amounted to almost three quarters of the land.

The Establishment of the Taumarunui Native Township

3.120. In the late nineteenth and early twentieth centuries, the Crown introduced a new regime for establishing settler townships on Māori land called 'native townships'. Under this regime, Māori would transfer their land in trust to either the Crown or the district Māori land council or board. The Crown, council, or board would then be responsible for developing the land into towns for European settlement.

3.121. By 1902, the Crown had developed plans for the native township at Taumarunui following a request from local Māori. In January 1903, a meeting of forty local Māori advised that they supported the proposal for a township but did not want to proceed until the Ōhura South G4 block, on which the proposed township would sit, was partitioned by the Native Land Court. The ownership over some parts of the Ōhura South block was disputed and Ngāti Hāua thought this would intensify if it were not resolved prior to the establishment of the township.

3.122. A Crown official noted that because the discussion at the hui centred around the importance of partitioning the land, "the question of the suitability, or otherwise of having the township under the Native Townships Act 1895, was not so fully gone into as it otherwise would have been." Support for the township was not unanimous. It appears that this was the only hui between the Crown and local Māori and so members of Ngāti Hāua who were not among or represented by the forty attendees may not have been consulted about the establishment of the township.

3.123. Later that year, Ngāti Hāua rangatira requested the Crown vest the township in the local Māori land council, though they continued to desire the partition to occur before the township was established. However, the Crown sought to establish the township as soon as possible and requested the Court Judge delay the partition case.

3.124. In November, the Crown proclaimed 342 acres as the Taumarunui Native Township, which was later increased to 384 acres. The Crown did not gain agreement from Ngāti Hāua to proceed before the land had been partitioned.

Administration of the Taumarunui Native Township

3.125. The Maniapoto-Tūwharetoa District Land Council took over the administration and development of the township and adjusted the Crown's preliminary town plan following a hearing of submissions and objections. The Council halved the size of the site set aside for the marae area to ten acres. The final 1904 plan included 30 native allotments for Māori occupation which amounted to 43 acres. However, not all wāhi tapu and urupā were included.

3.126. The plan included three proposed Crown-owned properties: a recreation reserve, the Post Office, and a native school site which had been gifted by local Māori and opened in 1902. The native townships legislation provided for roads and reserves to be transferred from Māori to the Crown without compensation. Land for public reserves was compulsorily taken in 1908 and 1909 from Ngāti Hāua who sought compensation in 1916 and 1922. Ngāti Hāua were told that no compensation would be paid because the domain should enhance the value of neighbouring lands and the owners' rent.

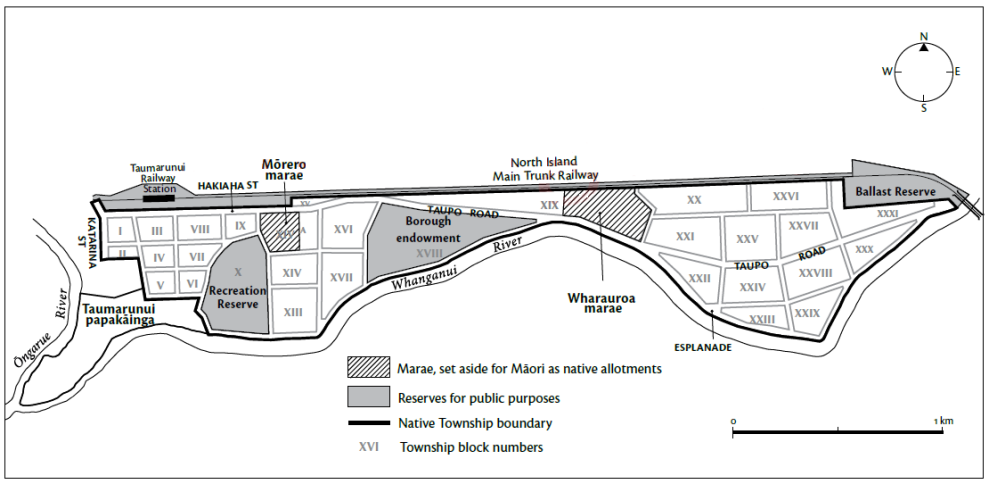

Figure 9: Taumarunui Native Township plan, 1904 (Waitangi Tribunal, (2015) He Whiritaunoka, *p. 852)*

3.127. In 1904, Ngāti Hāua rangatira established the Taumarunui kāinga committee as a sub-committee of the Whanganui Māori Council, which had been set up at the beginning of the century to provide a limited form of Māori self-governance. In October, the Council defined the boundaries of the Taumarunui kāinga as an area including the entire township and the surrounding Māori freehold land, within which the Council could enforce alcohol restrictions and collect dog tax.

3.128. In 1905, the Crown promoted legislation to enable local government in native townships. The Taumarunui Native Township Council was established in 1906 with four elected European members and one Crown-appointed Māori member – Hakiaha Tāwhiao. The position of a Crown-appointed Māori councillor was abolished as per the legislation in 1908, though Hakiaha Tāwhiao was elected as a member in 1909.

*Figure 10: First Native Township Council, Taumarunui, 1906 (*Roll Back the Years*, vol. 5, p. 765 (ref. 12889); permission courtesy of Ron Cooke)*

3.129. By 1910, there were around 1,000 Europeans living in Taumarunui and only 130 Māori. Due to this increase in population, the Taumarunui Native Township Council was replaced by a borough council which administered a larger area than the township. There were no provisions for Māori representation on the Taumarunui Borough Council. The Borough Council came into conflict with the Whanganui Māori Council over the latter's restriction of alcohol and collection of dog tax within the Taumarunui kāinga. The Whanganui Māori Council agreed to reduce the boundaries of the kāinga so that it excluded land leased by Europeans.

Financial Issues for Ngāti Hāua

3.130. From 1904 township sections began to be leased to private individuals for 21 years with one right of renewal. By 1907, almost all of the township sections had been let to settlers with a total rent of £662 which increased to £1,487 by 1915. In 1910, in response to pressure from lessees, the Crown agreed to provide for perpetual leases of township sections. This type of lease became more common in Taumarunui over the following decades.

3.131. However, after 1915, the population continued to increase while rental income decreased for Ngāti Hāua for a variety of reasons. Initially, the rents were set at five per cent of the land value, but rent reviews only occurred at the end of twenty-one-year leases. Therefore by 1916, rents were only 1.8 per cent of the land value. The Crown's system of rent valuation meant that when the first leases expired in the 1920's, rents were significantly lower than five per cent of the land value. The prejudice Ngāti Hāua suffered from the system for fixing the rents they received is demonstrated by how lessees were able to informally subdivide and sublet the land they leased for much higher rentals than they were paying Ngāti Hāua. The owners were expected to pay for the set up costs for their township sections which, by 1911, amounted to 35 per cent of the average income. The ongoing costs rose in the 1910s as Whanganui River erosion became expensive to remedy. Additionally, for the first ten years the Crown authorised the Māori land board to pay for the formation of roads from the owners' rental income despite the usual model for townships having the lessees rates pay for roading.

3.132. The Crown and local government also required Ngāti Hāua to pay increasing taxes and rates while their rental incomes were fixed in long term leases. For example, land taxes rose steeply from £98 in 1914 to £729 in 1921. An increasing amount of the rent received by the Māori owners was put towards paying tax because they were not able to raise the rents that had been locked in for long term leases. Owners also paid for the township land surveys, sometimes using rental income, including for the papakāinga partitions which were outside of the township. When the township was established, only leased sections were rated with the lessee responsible for payment. However, from 1908, rates were levied on all sections, including unleased sections such as native allotments reserved for Māori occupation. In 1918, the Maniapoto-Tūwharetoa District Land Board paid £633 in rates, which was just under half of the total rental income.

3.133. The burden of these costs on the Ngāti Hāua owners contributed to the decision of many to sell their land. In 1915 and 1916, meetings of assembled owners rejected the Crown's offer to buy land in the township. The president of the Maniapoto-Tūwharetoa District Land Board stated that it appeared as though the Crown was attempting to force the owners to sell. In 1915, the Crown purchased the first section of township land directly from Ngāti Hāua owners for the first time. The owners did so because the leases on their township land were not profitable and they sought to use the money for developing their farmland instead. In 1919, the Crown made another attempt to buy township land. On this occasion, the president of the Board urged the owners to sell because he thought it would be in their economic interest to do so. The owners rejected this Crown offer as well. In 1919, the Crown promoted legislation to empower it to purchase land on behalf of the lessees who had been lobbying the Crown to do so.

3.134. The partition of the township land that Ngāti Hāua had sought in 1903, but that the Crown had delayed, did not occur until 1922. After the land was partitioned, the Crown entered purchase negotiations with the beneficial owners of each section. The Crown purchased 37 subdivisions of the township and, by 1937, the Crown owned 169 acres of the 384-acre township. It also completed purchases on behalf of the lessees over the 1920s and 1930s.

3.135. By the 1920s perpetual leases were becoming increasingly common. In 1925, the President of the land board wrote to the Crown expressing concern that perpetual leasing was not in the best interests of the Māori owners but considered the terms could not be altered without angering the lessees. By 1937, all thirteen remaining leases of Taumarunui township sections included a perpetual right of renewal for the lessee. Perpetual leasing arrangements continued to be an issue for Ngāti Hāua until well into the twentieth century. It was not until the 1990s that the Crown promoted legislation to provide compensation to Māori owners, including Ngāti Hāua, for the reduced rentals they had received for land under perpetual leases.

Mōrero Marae Area

3.136. In 1904, the present-day Mōrero marae area was included in a seven-acre native allotment called Section One. This section was considered favourable for public works takings because of its central location on the main road of the new township. Between 1915 and 1917 the Crown acquired two-and-a-half acres of the allotment, for various uses, including Crown and Council buildings, as well as a recreation reserve. Section One was completely alienated by 1944 through a combination of public works takings and Crown purchasing.

3.137. The sale or compulsory acquisition of culturally important sites such as marae undermined the ability of Ngāti Hāua to maintain their presence in the town on their own terms. In recent decades, Ngāti Hāua have constructed new whare since the Crown returned land no longer needed for public works.

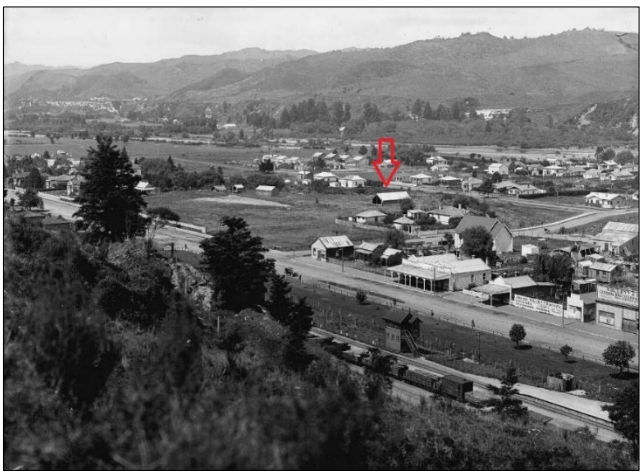

Figure 11: Looking Down Over Taumarunui in 1923 - *red arrow indicates the whare where Maata Tūao resided. Today this is the location of Mōrero Marae (Taumarunui. Smith, Sydney Charles, 1888-1972: Photographs of New Zealand. Ref: 1/2-045861-G. Permission courtesy of Alexander Turnbull Library, Wellington, New Zealand. /records/22568665)*

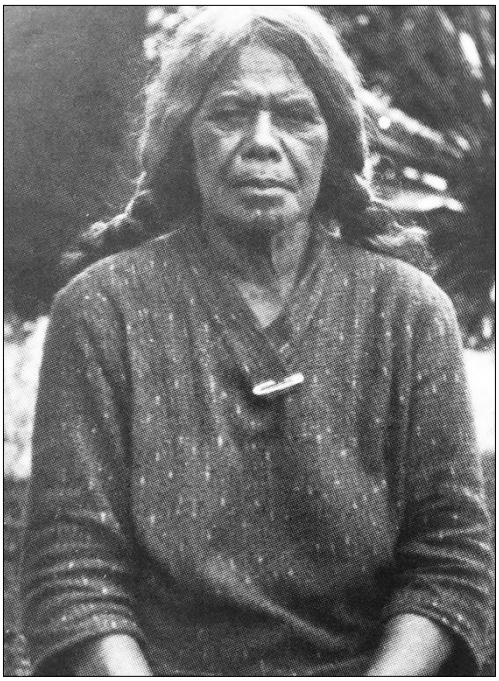

*Figure 12: Mata Tuao who lived in the current Mōrero Marae area (*Roll Back the Years*, vol. 5, p. 754, Tomlinson Collection ref. 16479, permission courtesy of Ron Cooke)*

Taumarunui Papakāinga and Ngāpūwaiwaha Marae

3.138. Taumarunui papakāinga and the Ngāpūwaiwaha marae were kept out of the township specifically for Māori occupation. Therefore, the land did not come under the administration of the Māori land council in 1903, nor was it partitioned by the Board in 1922. This papakāinga was the home of three leading Ngāti Hāua rangatira, Te Manuaute Piripi Tūhaia, Hakiaha Tāwhiao, and Miriama Kahukarewao.

3.139. In 1920, the Court partitioned the papakāinga into 22 sections. Although at the time the petition plan showed two meeting houses, Ngāti Hāua recall three: Hikurangi (built first, and although later dismantled, its name lives on in the whare at Wharauroa Marae); Ngāpūwaiwaha (built for the purposes of Kīngitanga hui and was opened by Te Ata, a sister of Kīngi Tāwhaio prior to 1912); and Te Puru ki Tūhua (a carved house later dismantled and its carving divided between whānau). Ngāti Hāua recall that Ngāpūwaiwaha was originally moved from the area known was Tūmoana when the Crown compulsorily acquired land to build Victory Bridge in 1921. Ngāti Hāua, perhaps for the third time, dismantled this whare after 1922 and moved it to its current location. The iwi recount how the hapū who built Hikurangi and Ngāpūwaiwaha were Ngāti Hinewai, Ngāti Onga, Ngāti Te Āwhitu (Whetu), Ngāti Pare, Ngāti Tama-o-Ngāti-Hāua, and Ngāti Reremai.

*Figure 13: Ngāpūwaiwaha and Hikurangi in the Background (*Roll Back the Years*, vol. 1, p. 135, Taumarunui Historical Society Collection, ref C&S 1096, permission courtesy of Ron Cooke)*

Figure 14: Ngāpūwaiwaha & Hikurangi (Rangikapuia Wharekai, Ngāpūwaiwaha Marae)

Figure 15: Puru ki Tuhua Meeting House in Taumarunui. This was the first carved whare for Ngāti Hāua (Godber, Albert Percy, 1875-1949 :Collection of albums, prints and negatives. Ref: PA1-q-102-166-2. Permission courtesy of Alexander Turnbull Library, Wellington, New Zealand /records/23105313)

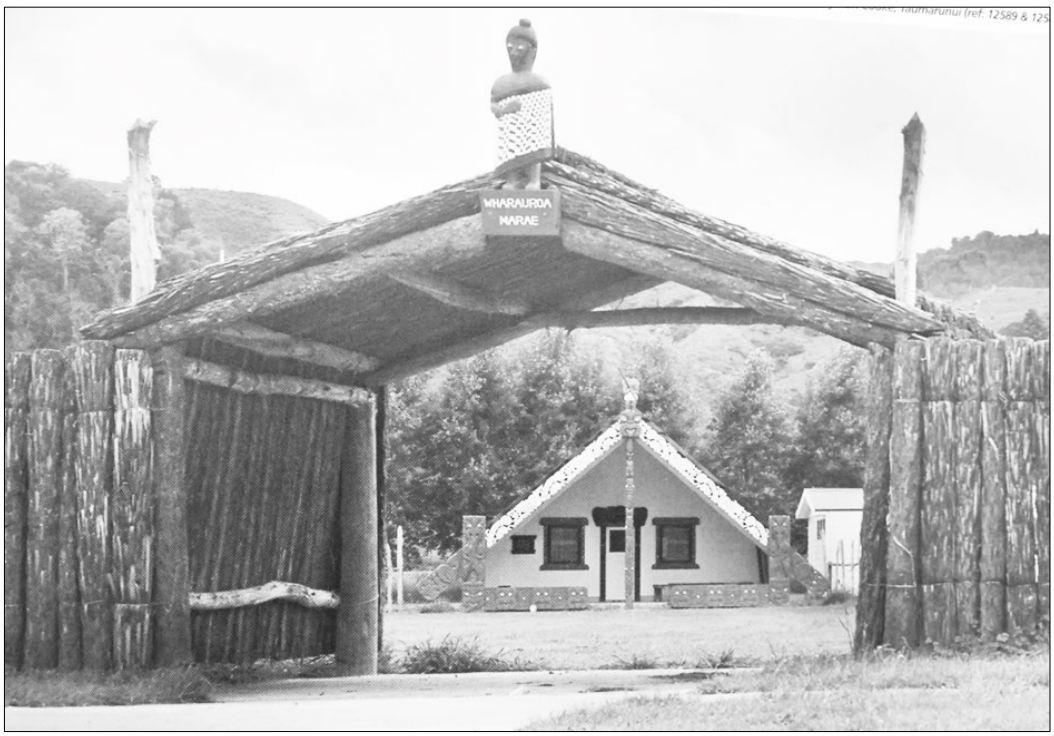

Figure 16: Wharauroa Marae, where the whare takes the name Hikurangi
*(*Roll Back the Years*, vol. 2, p. 297, ref. 12583, permission courtesy of Ron Cooke)*

Figure 17: Wharawhara Ngātai, son of Tōpine Te Mamaku, and the owner of the wharenui, Hikurangi, which stood at Tūmoana in Taumarunui (courtesy of private collection, Lois Tutemahurangi)

3.140. The urban migration of Māori following the Second World War caused the tribal life based around Taumarunui marae to dwindle. In the 1950s, the borough council condemned and demolished many homes on the Taumarunui papakāinga. Due to much of the land being rezoned from residential to commercial land, many families were not able to rebuild their homes and they subsequently left the Ngāti Hāua rohe.

Taumarunui Hospital

3.141. From 1903, following the establishment of the Taumarunui township, a small cottage hospital served the township. In 1913, the Taumarunui Hospital and Charitable Aid Board sought to establish a larger hospital and selected 38 acres of Ngāti Hāua land in the Ōhura South N2E1 block for compulsory acquisition. The Public Works Department monitored the Hospital Board's actions according to an informal Crown monitoring system for local authorities.

3.142. The 38-acre site included Te Peka. Te Peka was an important place established by Ngāti Hekeawai that was part of Whiritoa, a pā of Te Hoata II, one of the founding ancestors of Ngāti Hāua, and is situated at a high prominence overlooking the Ongarue and Whanganui Rivers. It includes a kāinga called Pongahuru, a marae called Te Peka and an urupā called Titipa.

3.143. Another wharenui was built opposite the hospital in support of the Kīngitanga. The hall and meeting house, *Te Kohaaruate Mutunga Tauiahi Na Mahuta*, were opened by the Māori King in 1923.

3.144. Ngāti Hāua continued to occupy the pā throughout the nineteenth century. In 1888, Te Peka was included within the boundaries of the Ōhura South block when it was partitioned from the Aotea block for the Whanganui owners, including Ngāti Hāua.

3.145. In 1915, the Board surveyed the land and applied to the Crown for a proclamation of taking. Ngāti Hāua objected in a letter to the Crown, stating that they had improved the land and built fences. The Crown commissioned a resident engineer who reported that the land had been cleared of scrub, ploughed, and had a small shed or stable built upon it. In a second report, the resident engineer noted that the 38-acre site was more than required for the purpose and that the Board could take less land in view of the owners' objections. The Crown did not reduce the size of the area and, in late December 1916, just over 38 acres of the Ōhura South N2E1 block was taken and vested in the hospital board.

3.146. The boundaries of the hospital land meant that Titipa urupā was made inaccessible to the public except through the hospital or via a steep and dangerous track. A condition of the Crown's approval of the taking proclamation was that the Board sign a binding agreement with the owners for a right of way to the urupā. The agreement was signed in December, but it was never honoured. Ngāti Hāua also consider that over the years their urupā had been desecrated by the hospital's placement of tuberculosis isolation huts along the fence line and later staff accommodation where water from the washhouse and toilet facilities was discharged into an area along the boundary of the urupā close to where graves were located.

Taumarunui Aerodrome

3.147. Between 1963 and 1970, the Taumarunui County Council compulsorily acquired 28 acres of land at Tūwhenua, north of Taumarunui, for an aerodrome and access road. The land comprised two adjacent blocks, a 20-acre block and a smaller eight-acre block. The smaller block was known as the marae block and it included the Tūwhenua marae.

3.148. Tūwhenua was an eight-acre marae site of importance to Ngāti Hāua and a neighbouring hapū as one of the last pieces of land left to Māori in the 1960s. It is flat land, well-positioned on a plateau above the Ongarue River. Tūwhenua included a wharepuni, a homestead, a milking shed, and whare tapu which was made sacred as the place Te Kooti sheltered after his defeat at Te Pōrere in 1869. In 1917, when the Native Land Court partitioned the land, it did not layoff a road to access the urupā and it was left without any formal access after the Council purchased the surrounding block in the 1960s.

Figure 18: Amelia Kereopa, Terry Turu, and Pauline Stafford at Tūwhenua, 2008. Terry was a claimant for Ngāti Hira, a hapū of Ngāti Hāua (Photograph by Maui Solomon and Susan Thorpe, Waitangi Tribunal (2015) He Whiritaunoka – The Whanganui Land Report*, p. 1260)*

CHAPTER NINE: TONGARIRO NATIONAL PARK

3.149. Ngāti Hāua are an iwi of the Whanganui River whose identity is inextricably bound to the waterways. The iwi also has a close relationship with Te Kāhui Maunga, the mountains that now sit within the Tongariro National Park, as the source of the Whanganui River and other important waterways. Ngāti Hāua connect particularly to Mount Ruapehu (Ruapehu) in their tribal pepeha, though each maunga has its own importance. Of this pepeha and another well-known whakataukī, Tā Te Atawhai Archie Taiaroa has said:

> *These whakatauki embody the oneness of man, of iwi, of land and of water. Each is interdependent and reliant on the other for survival and is inextricably linked. Our people and our iwi are connected to Te Kahui Maunga and the Whanganui river as one. That is why we say:* **Ko au te awa, ko te awa ko au.** *Therefore, it is incumbent on us to protect, nourish and care for all these things for future generations.*

3.150. Ngāti Hāua have not resided on the mountains, as they consider them to be sacred areas which they and their neighbouring iwi used as burial sites and for resource gathering. The sharing of these lands represented the unity and strength of relationships between Ngāti Hāua and other iwi of Te Kāhui Maunga.

3.151. In January 1886, the Crown expressed a desire to create an inalienable reserve around the mountains and thermal springs of Te Kāhui Maunga. In February, the Native Land Court awarded the Ōkahukura and Rangipō North blocks, which encompassed the peaks of the mountains, to another iwi. In 1887, without any consultation with Ngāti Hāua, the Crown accepted what it considered to be a gift of the peaks of Tongariro, Ngāuruhoe, and part of Ruapehu.

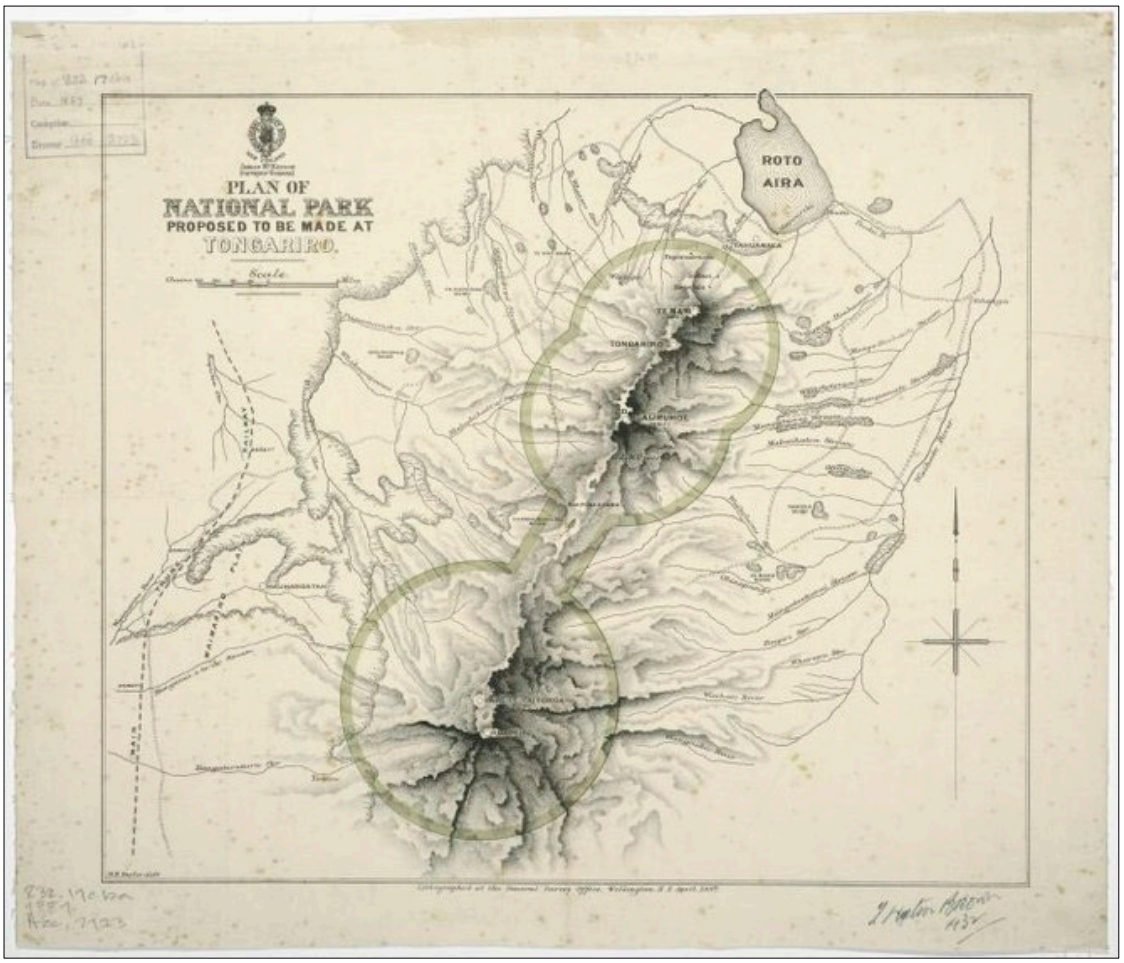

Figure 19: Plan of National Park Proposed to be Made at Tongariro, 1887 (Source: Alexander Turnbull Library, Wgtn, MapColl 832.17cba/1887/Acc.2723 in *Waitangi Tribunal (2013)* Te Kāhui Maunga: The National Park District Inquiry Report (Wai 1130, Map Book A), slide, 20)

3.152. In 1894, the Crown promoted the Tongariro National Park Act. This legislation provided for the Crown to proclaim the Tongariro National Park. Over the next five years, the Crown purchased all but 5,000 acres of land surrounding the peaks. On 23 August 1907, the Crown proclaimed 62,300 acres of land as the Tongariro National Park.

3.153. Ngāti Hāua were never consulted by the Crown about the creation of the Tongariro National Park, which included their tupuna maunga, Ruapehu. As a result of the creation of the Tongariro National Park, Ngāti Hāua have been dislocated from their ancestral land, kāinga, resources, and wāhi tapu.

Over-development of the Tongariro National Park

3.154. The Tongariro National Park Act 1894 established a board of four trustees to manage the Park after its formal establishment in 1907. Three of the trustees were Crown representatives and one was a member of another iwi. During the twentieth century, the

Crown did not take steps for Ngāti Hāua to have a seat on the board, despite the Board being restructured a number of times.

3.155. From 1922, the management board was reconstituted with a strong focus on recreational interests which led to the Park being developed as an 'adventure playground'. Over the 1920s and 1930s, camping grounds, ski courses, and accommodation were developed in the Park. Development of recreational facilities increased dramatically in the post-war period. Prior to 1952, the management of the Park did not focus on protecting natural resources, but on providing facilities and attracting revenue.

3.156. Ngāti Hāua consider that the development of infrastructure has had no regard for the mana and mouri of the mountains, nor for the environmental and cultural consequences. In the 1950s, the Park board become concerned with the appearance of refuse around the huts developed by private alpine clubs. The board issued instructions to the clubs to discard their rubbish into the Whakapapanui canyon which they did so for four years before legal action forced them to stop. The rapid increase in the number of huts in the 1960s meant that sewerage disposal became a significant environmental problem for the waterways surrounding Te Kāhui Maunga. Ngāti Hāua describe the treatment of sewerage as culturally insensitive.

3.157. In 1983, the General Policy for National Parks recognised the place of Māori interests in the formulation of management policies for the Park for the first time. Regardless, there was no real consultation with Ngāti Hāua until the Conservation Act 1987 was enacted.

CHAPTER TEN: TWENTIETH CENTURY CROWN AND PRIVATE LAND PURCHASING

3.158. The Crown's extensive land purchasing in the nineteenth century meant that, of the almost 107,000 acres of land in the Kirikau, Kōiro, Maraekōwhai, Ōpatu and Retāruke blocks, Ngāti Hāua retained less than 43,000 acres at the turn of the twentieth century. In the nineteenth century, only the Crown purchased land in these blocks under its monopoly system. Land alienation for Ngāti Hāua changed markedly in the twentieth century. In these five blocks, Ngāti Hāua lost further land to private purchasers and the Crown's public works takings for scenery, railways, and roads.

3.159. In 1899, the Crown placed a moratorium, or a "taihoa", on new Crown and private purchases, though it was still able to complete purchases already underway. The Crown continued to complete its purchase of land in the 116,152-acre Ōhura South block during the moratorium and acquired almost 13,000 acres by 1901.

3.160. Settlers pressured the Crown to make more land available for settlement and, in 1905, Premier Seddon concluded that there was "too much 'taihoa'", and the moratorium ended. The Crown promoted the Maori Land Settlement Act 1905 which, aside from allowing purchasing to recommence, required the Crown to ensure Māori individuals retained a sufficiency of land, set a minimum price according to a valuation, and land sales could only be authorised by a majority of owners.

3.161. In 1907, in response to continued pressure from settlers for land, the Crown commissioned Chief Justice Sir Robert Stout and member of Parliament for Eastern Māori, Āpirana Ngata, to investigate remaining Māori land and make recommendations to the Crown about what land could be "profitably occupied, cultivated and improved". The Stout-Ngata Commission also advised the Crown about land to set apart for Māori occupation and land which could be made available for European settlement. In 1908, Stout and Ngata advised the Crown not to continue purchasing Māori land in the Whanganui district.

3.162. Aside from one purchase of 60 acres in the Ōpatu block in 1930, the Crown ceased purchasing land from Ngāti Hāua in the Kirikau, Kōiro, Maraekōwhai, Ōpatu and Retāruke blocks. It did, however, open Māori land to private purchasers following its promotion of the 1909 Native Land Act. Between 1911 and 1961, Ngāti Hāua sold almost 22,000 acres of land in these blocks to private purchasers. Currently, Ngāti Hāua's landholdings in the five blocks is reduced to 14,908 acres of their original 100,000 acres, most of which is located in the Maraekōwhai block. The Ōhura South block was also subject to extensive private purchasing in the twentieth century. Between 1900 and 1973, private parties purchased just over 15,560 acres from the block.

3.163. There are several reasons why Ngāti Hāua felt compelled to sell land in the twentieth century when there was so little left. Firstly, selling or leasing land was sometimes the only way owners could raise funds to develop land. Due to the way land blocks fragmented as they were partitioned, some small blocks were not economic to use or develop. Some of the remaining land was of the poorest quality and lacked road or rail access. Poor health, difficult living conditions, and poverty made it more likely that an owner would sell their interests and the purchase money used for basic living costs. Lastly, as in the nineteenth century, land was sometimes sold in the twentieth century to pay for debts against the land for survey costs, court fees, mortgages, and rates.

3.164. Due to the combined effect of Crown purchasing, private purchase, and compulsory acquisitions, Ngāti Hāua no longer have enough land for their collective and individual economic, social, and cultural needs. The majority of land which Ngāti Hāua have retained is marginal, and difficult, if not impossible, to develop for economic use. In the twentieth century, the Crown allowed Ngāti Hāua to become virtually landless.

CHAPTER ELEVEN: LAND DEVELOPMENT

3.165. The Crown system for Māori land tenure was designed with sale to the Crown in mind. Māori land titles, as fragmented and fractured as they became in the twentieth century, were not suitable for economic development. The Crown also consistently promoted farming as the best use of Māori land, even in the Whanganui district where the majority of Māori land is ill-suited for economic use. Particularly around the upper reaches of the Whanganui River, land was prone to erosion in high rainfall and reversion to scrub and weeds. While the vested lands scheme focussed on Pākehā settlers as the ones to develop the land, the Crown was also involved in schemes in the first half of the twentieth century which were designed for Māori to develop other land themselves.

The Vested Lands Scheme

3.166. By the end of the nineteenth century, across the country, Māori protests against the loss of land were having greater effect. This, in part, caused the Crown to engage with Whanganui Māori in 1897 and 1898 on Māori land management and protection. Following meetings with Māori over the last few years of the nineteenth century, including in the Whanganui district, the Crown promoted the Maori Land Administration Act 1900. The Act enabled Māori to vest their land in a district council which would manage the land for the benefit of future generations. The boundaries of the districts were established by the Crown and did not take full account of traditional Māori boundaries.

3.167. In 1901, the Crown established the Aotea District Maori Land Council to administer Māori land in most of the Whanganui district. In 1906, the Council was abolished and, under the Maori Land Settlement Act 1905, was replaced with the Aotea District Maori Land Board with significantly reduced Māori membership. Taumarunui and other northern Whanganui land was contained within the Maniapoto-Tūwharetoa district, which became the Waikato-Maniapoto district in 1910.

3.168. In August 1903, the Crown introduced Regulation 78A, which provided that, at the end of either the first or the second 21 year lease, the Council would "weight the land with the value of the improvements of the outgoing tenant on again offering it for lease; or the Council may in its discretion retransfer the land to the Native owners on payment of the value of the improvement and all other charges to which the land may be lawfully subject". The Council adopted this regulation in July 1904. If the compensation could not be paid by the owners at the conclusion of the lease, the Council agreed that the land would be leased again for a further 21-year term. At the same time, however, European members of the Council believed that the owners would not be able to pay the compensation required, and commented at the time that this made the leases, in effect, perpetual.

3.169. In 1909, the Crown promoted the Native Land Act which provided for Māori to vest their land in a district board for sale or lease. In 1912, Ngāti Hāua agreed in a meeting of assembled owners to vest 2,545 acres of the remaining 3,265 acres of Māori land in the Retāruke block in the Aotea District Māori Land Board. The Board advertised the land for a 22-year lease with a renewal of 23 further years, apart from the Retāruke No.3 block, which was to be sold at auction.

3.170. In the 1920's, the first 21-year leases ended and the Board arranged new leases for the second 21-year term. The rent for the second 21-year lease was based on the value of the land minus the value of improvements. The improvements were valued at what they would cost when the lease was renewed, however, many of the improvements, such as clearing the land, had been carried out decades earlier, at the beginning of the lease period. This led to the value of improvements being set as higher than their cost and, as a result, the rent received by Ngāti Hāua was only 57.5% of the rent received in the first lease period. The decline in rentals compromised the ability of the owners to pay the compensation for improvements due at the end of the lease, and recover control of their land.

3.171. In 1924, the Registrar of the Aotea Māori Land Board wrote to the Under-Secretary of the Native Department about the leases of one of the other blocks vested in the Whanganui district. He noted that "[i]t is disconcerting to find that a re-valuation just made will justify a rental less than that paid for the expired term". The Under-Secretary expressed concern to the Native Minister in 1926 that "the matter presents a difficult problem as in most cases the rent for the whole term of the new leases will be insufficient to cover the value of the Lessees improvements."

3.172. In the 1930s, the lessees made deputations to the Native Minister in an attempt to gain perpetual renewals of their leases in Whanganui. The Māori owners resisted these attempts and, in 1935, representatives of the owners of the Whanganui vested lands made a submission to the Prime Minister which stated their concerns with the leases. They wrote that in the second term of leases, "the unimproved value, the only source of revenue to meet the compensation charges, was so reduced, and the value of the improvements was so high and so much out of proportion with the former (as evidenced by the case cited in the President's memorandum to the Under Secretary, dated 13th November 1934) that the accumulation of a fund to meet the compensation charges was absolutely impossible."

3.173. In 1937, the Aotea Māori Land Board President, Judge Browne, wrote to the Under-Secretary regarding the question of establishing a sinking fund for the owners to pay for the improvements. He stated "that if the whole of the rent for the 42 years were set aside for the payment of compensation it would not be nearly sufficient to meet the claims that will be made." Judge Browne likened the method of valuation to a "form of confiscation". He further wrote that the "unimproved value is fixed at the lowest possible figure and the value of improvements is set correspondingly high. The result is that any rent estimated on the unimproved value would be so low that if, after providing for the necessary incidental expenses of land tax etc, the balance were set aside to pay the compensation for the improvements, the probability is that it would be approximately about 150 years before the compensation would be satisfied."

3.174. In 1943, 155 acres of the Retāruke block was alienated. In 1957, 567 acres of the vested land was sold, along with a further 496 acres in 1961. In 1966, the remaining 1,482 acres of vested land in the Retāruke block was included in the Ātihau-Whanganui Incorporation.

Agriculture, Industry, and Rehabilitation Schemes

3.175. When the Stout-Ngata Commission reported to the Crown in 1908, it found that farming was relatively new in the north of the Whanganui district. During the 1910s and 1920s, the dominant industry in Taumarunui was timber milling, which employed most of the local Māori workforce. Ngāti Hāua had timber leases in over 7,000 acres of the Ōhura South block by 1907. However, when Ngāti Hāua leased land without a specific clause regarding timber, they were not entitled to any of the proceeds from the timber on their land. If there was no convenient way to remove the timber via road or rail, the settlers tended to burn the forests. By the 1940s, the timber milling industry had severely declined.

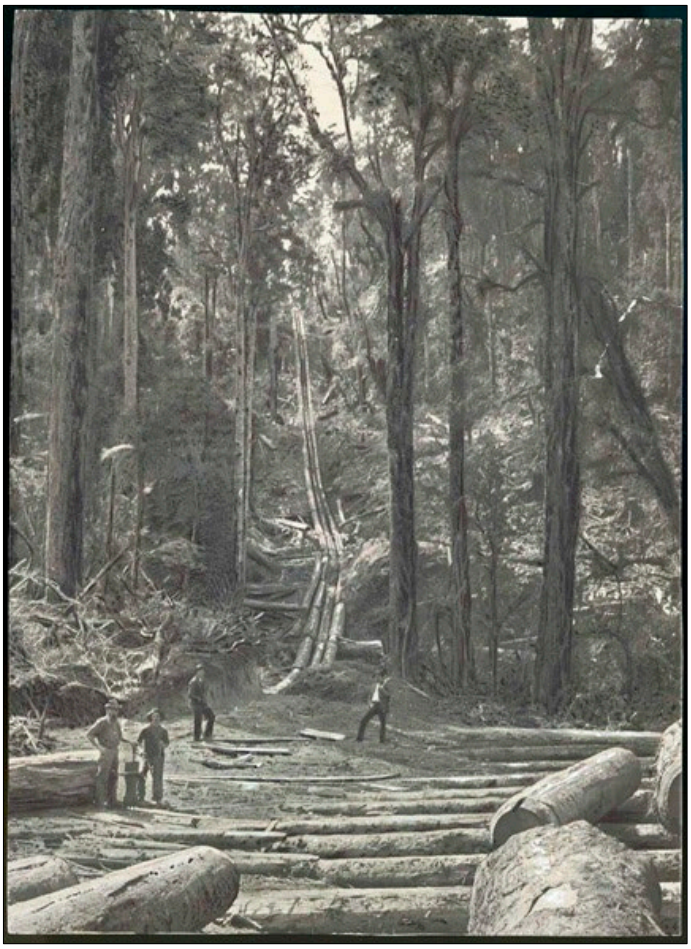

Figure 20: Public Works Department logging at Kakahi, North Waimarino (Tibbutt Brothers (Firm). Photograph taken by the Tibbutt Brothers. Ministry Of Works :Photographs of construction works, buildings etc. Ref: PAColl-6498-2. Permission courtesy of Alexander Turnbull Library, Wellington, New Zealand. /records/22484567)

Figure 21: Pukuwheka, on the North Island Main Trunk Railway line (Price, William Archer, 1866-1948 :Collection of post card negatives. Ref: 1/2-000423-G. Permission courtesy of Alexander Turnbull Library, Wellington, New Zealand. /records/23115070)

3.176. The First World War and depression of the 1930s caused increased hardship for Ngāti Hāua. Farming in the district increased following the Second World War with the advent of improved technologies. This allowed greater use of land that was prone to reversion, though the poor quality of remaining Māori land continued to be a barrier to its development.

3.177. Access to finance was another significant barrier to Ngāti Hāua farming. Land sales to the Crown in the nineteenth century had not provided a profit for Ngāti Hāua to invest in development. The Crown promoted the Advances to Settlers Act 1894, but the scheme had different policies for assessing applications from Māori and European farmers. Māori land had to be leased to Europeans to qualify for an advance to ensure there was a lease income to account for the mortgage repayments. The policy was intended as a protective measure to avoid the sale of Māori land through foreclosure, however, the result for Ngāti Hāua was that they could not access finance under this regime for land they wanted to develop themselves.

3.178. Following the Second World War, the Crown introduced a rehabilitation scheme to get returned servicemen into farming. Farms were generally allocated through a balloting system where there was one ballot for general land and another ballot for Māori land. Each application for land through the scheme was graded and there was a separate grading system for Māori. Māori who had farming experience but little financial experience were tagged and were required to be supervised by the Department of Māori Affairs until they were deemed fully capable. Tagged applicants were only eligible for Māori land ballots, whereas untagged applications were eligible for both Māori and general land ballots.

3.179. As Ngāti Hāua became virtually landless during the twentieth century, they were unable to derive much benefit from the Crown's assistance programmes which focussed on land development. Ultimately, the attempts by Ngāti Hāua to develop the little land they retained were unsuccessful due to a number of reasons, principal among them were the fragmented and fractured state of Māori land title and the poor quality of land the Crown left in Ngāti Hāua ownership.

Chapter Twelve: Whanganui River

3.180. The Whanganui River held significant importance as a navigable waterway and transport route. In the last decades of the nineteenth century, the Crown's road and railway network in the central North Island remained rudimentary. Until the 1890s, waka were the main form of transport on the River and Whanganui Māori provided the vast majority of transport for settlers. Around this time, the Crown sought to make the River easier to navigate for steamboats, particularly in its upper reaches where the River would reach the North Island Main Trunk railway at Taumarunui.

3.181. The Crown began clearing rapids to deepen the River in the 1880s in the face of Māori protest and complaints about the harmful effect on the Rivers' fisheries. In 1889, Tōpia Tūroa requested that the eel weirs as far as Taumarunui be protected by the Crown. In 1891, however, the District Engineer reported that most of the eel weirs had been destroyed, but noted that Māori had re-erected weirs in several rapids. The issue clearly

continued, however, with Hakiaha Tāwhiao later complaining of an incident in 1902 "when the steam boats on the river carried away a lot of the workings of our forefathers". Although at the time Ngāti Hāua applied to the Crown for protection, according to Hakiaha Tāwhiao "no notice was taken of our application".

3.182. In 1893, the Crown promoted legislation to establish the Wanganui River Trust which was empowered to do all that was necessary to improve the navigability of the River. Ngāti Hāua continued to obstruct and protest the interference with eel weirs and other constructions for food collection. By 1903, the Trust had made the River navigable for steamer services all the way to Taumarunui. In the same year, the Crown promoted the Coal Mines Amendment Act which vested the beds of all navigable Rivers in the Crown.

Whanganui River Scenic Reserves

3.183. The Wanganui River Trust was also empowered to conserve the scenery of the Whanganui River on Crown-owned land. In 1892, the Trust created the 33,000-acre Wanganui River Trust Public Domain from land the Crown had previously purchased from Ngāti Hāua and other Māori in the Waimarino, Kirikau, Retāruke, Ōpatu, Raoraomouku, and Mangapukatea blocks. The Domain contained important sites to Ngāti Hāua, including Mangapāpapa, a wāhi tapu where peace was made between Te Kere Ngātaiērua and Tōpine Te Mamaku. The Domain also included Winter's Island, in the middle of the Whanganui River near Ngāhuinga. Ngāti Hāua were not aware they had lost ownership over the island until the Trust advertised it for a farming lease in 1912.

3.184. The Crown was also concerned by the impact of deforestation on the fledgling tourism industry which was based on the beauty of the bush scenery along the banks of the River. Over the second half of the nineteenth century, settlers in Whanganui had converted much of the landscape for agricultural and pastoral farming. Deforestation along the banks of the River caused soil erosion which impacted on the navigability of the River for steamboats. While much of the land occupied by settlers was cleared for farming, most Māori-owned land along the River remained in its natural state and thus drew the attention of both the Crown and the Trust as land which should be protected as public scenic property.

3.185. In 1903, the Crown promoted the Scenery Preservation Act which allowed the Crown to compulsorily acquire land for scenic preservation, including Māori land, and to establish a Scenery Preservation Commission. The Commission recommended land for the Crown to reserve. In 1905, the Commission travelled up the Whanganui River to Taumarunui. They were hosted by a local European tourism operator and did not meet with Ngāti Hāua. In 1906, the Commission recommended the Crown reserve 29,628 acres along the Whanganui River, including 19,140 acres of Māori land. In the same year the Commission was replaced by the Scenery Preservation Board which, in 1907, confirmed and added to the Commissions' recommendations. It advised the Crown reserve 46,530 acres of land along the Whanganui River including more than 15,356 acres of Māori land.

3.186. In 1908, the Crown allocated £8,000 for the purchase of 19,000 acres of land along the Whanganui River for scenery preservation purposes. The Crown began compulsorily acquiring lower-river land and upriver Māori, alerted to the potential loss of their scenic land, worked with settler lessees to clear forested land. Local tourism operators rallied with the Wanganui Scenery Preservation and Beautifying Society to publicly pressure the Crown to speed up its acquisition of land.

3.187. In 1910, the Crown commissioned surveyors and instructed them to avoid any friction with Māori, but also to prioritise the survey of land Māori wanted to lease or sell to settlers. For some Māori, the first they knew of the Crown's intention to acquire their land was seeing the surveyors laying out survey lines.

3.188. In response to increasing public pressure, the Crown promoted the Scenery Preservation Amendment Act 1910 to reinstate the Crown's compulsory acquisition powers and retrospectively legalise all takings since 1894, after amendments to the 1903 Act had raised questions about the scope of the Crown's powers. The Act also provided for Māori to continue to use urupā contained within scenic reserves. With the passage of this Act, the Crown's compulsory acquisitions increased in scale. In 1911 and 1912, the Crown acquired most of the scenic reserve land between Whanganui and Pīpīriki.

3.189. Ngāti Hāua actively protested the Crown's acquisition of their land for scenery preservation by continued deforestation and petitions. In 1912, 424 Whanganui Māori signed a petition which protested the Crown's taking of cultivations, urupā, and pā as scenic reserves. By 1914, the Crown's compulsory acquisitions were almost universally rejected by Whanganui Māori.

3.190. In 1916, in response to these protests, the Crown appointed a Royal Commission to investigate Whanganui River scenery preservation. In December, the Commission sat at Taumarunui, along with other locations on the River, and went with the Māori owners to inspect the proposed reserves. Members of Ngāti Hāua spoke to the Commission about their willingness to have scenic land reserved, but wanted their workable land returned, to have been consulted prior to the surveying, and to be paid for the scenic value of their land already taken. Hakiaha Tāwhiao expressed his concern that a sacred maunga, Pukemanu, had been included in a scenic reserve on the Kōiro block.

3.191. Ngāti Hāua evidence before the Commission was not focused on scenic reserves only. Witnesses used the opportunity of the Commission to lay before the Crown a wide array of issues associated with the Whanganui River. Hakiaha Tāwhiao summarised the position as follows:

> *My purpose here is not so much to discuss and object to the scenic system, as to ask that we be compensated for the benefits which so many other people are getting from the use of our river waters about which we have petitioned Parliament, basing our claims on the provisions of the Treaty of Waitangi. ... I want from the Government a clear statement as to what it proposes to do in*

> *regard to the river waters submitting that those waters belong entirely to us. The Maoris own the river.*

3.192. Wharawhara Tōpine agreed:

> *…to us Native owners the question of our river rights has completely overshadowed that of scenic reserves, and we realise that if we do not press the matter now, we will get no compensation or recognition of our river rights… the Government will not find us unreasonable if they meet us in the proper spirit… The river being the base of the whole question we should first be asked what our desires are in regard to the river. This question as to river rights extends from the head of the river to its mouth, and all of our sub-tribes who own the abutting lands are interested in its solution.*

3.193. Despite this evidence, the Commission found in its report that the scenery of the Whanganui River is a "precious asset" to not only the people of New Zealand but to "the whole of the civilised world". It recommended the Crown retain almost all of its existing and proposed scenic reserves, aside from 850 acres in various locations as concessions for the purpose of conciliation with Māori. The Crown considered the Commission's report to be controversial and thought that, if it made the suggested concessions, Māori owners would be encouraged to continue to object to scenery preservation. The Crown did not implement most of the Commission's recommended concessions for Māori land.

3.194. Between 1907 and 1917, the Crown took 6,678 acres of land along the Whanganui River from Māori for scenic reserves. In the early twentieth century, the Crown also put 14,000 acres of land it had previously purchased from Māori in the nineteenth century into scenic reserves.

3.195. Ngāti Hāua continued to protest the scenic reserves takings after the Royal Commission. In 1927, Te Huia Te Pikikōtuku, on behalf of 125 others, sent a petition to the Crown which stated that they wanted additional compensation for their ancestral lands which were "practically confiscated for scenic purposes". The petitioners noted that although the lands did not belong to Europeans, the benefits of the lands being taken were being accrued to those involved in the tourism that was developing on the River. The petitioners sought three hundred thousand pounds as compensation. This amount was not only for the loss of the scenic reserves but also because of the destruction of the eel, lamprey and other weirs that had been handed down by ancestors and elders as "valuable properties". In addition to compensation for past actions, the petitioners sought future payments such as royalties for any gravel taken, a share of the money being made from the tourism trade and a portion of trout fishing licence fees in the Whanganui, Manganui-o-te-ao, Tāngarākau, Retāruke, Ongarue, Taringamotu, Pungapunga, Whakapapa and Ōhura Rivers and the Mangatīti Stream to compensate for the trout having destroyed native fish species such as toitoi (bully), pāriri (a small native

freshwater fish), papanoko (torrentfish), īnanga (whitebait), paneroro (grayling) and tuna-riki (eel fry).

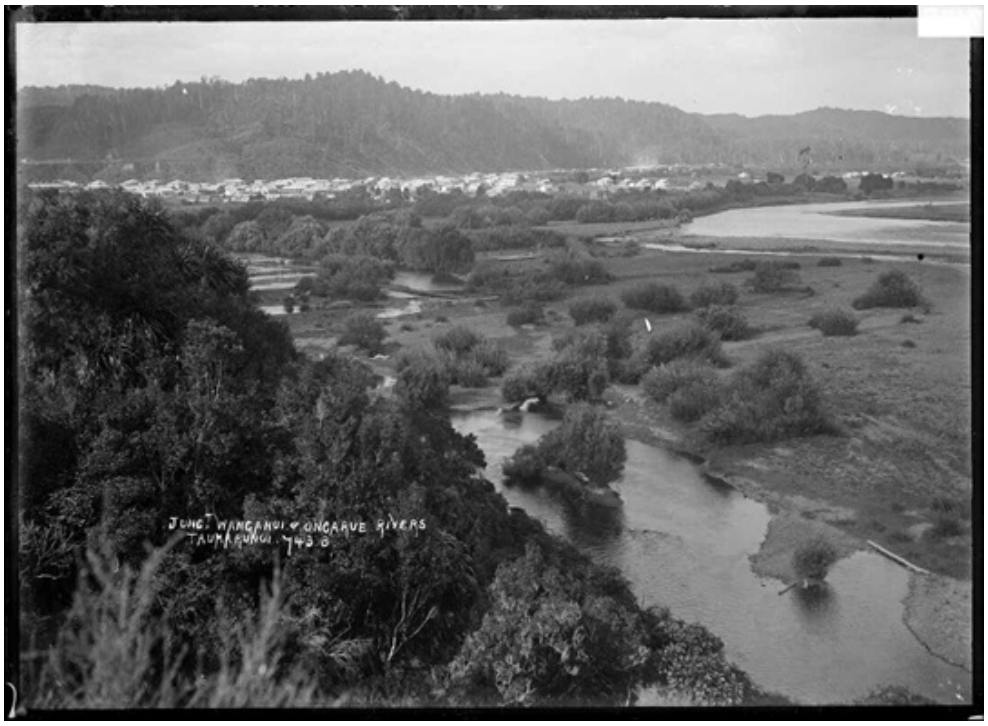

Figure 22: Junction of the Whanganui and Ongarue Rivers at Taumarunui (Price, William Archer, 1866-1948 :Collection of post card negatives. Ref: 1/2-000791-G. Permission courtesy of Alexander Turnbull Library, Wellington, New Zealand. /records/22853819)

3.196. The Crown authorised the Chief Judge of the Native Land Court to inquire into the claim and report back to Parliament, but the Chief Judge did not do so within the following ten years. In 1937, Wharawhara Tōpine and Hekenui Whakarake approached Titi Tihu to convey the legal advice that they had received to initiate the proceedings with an application to the Native Land Court for a title investigation to the Whanganui riverbed. In 1938, Titi Tihu applied to the Court for this title investigation which began the longest running legal battle in New Zealand over the ownership of the River. This became an all-consuming kaupapa for Ngāti Hāua and protests against the scenic reserves were less prevalent.

3.197. Between 1938 and 1962, seven courts and a royal commission considered Titi Tihu's application for customary ownership of the Whanganui River. As the courts only considered ownership in terms of English common law, Ngāti Hāua and other Whanganui Māori were required to claim only the bed of the River, rather than the River as an indivisible whole.

3.198. In 1949, the Supreme Court ruled that the Crown owned the bed of the River due to the Coal-mines Act Amendment Act 1903. Māori representatives met with senior Government Ministers later in 1949 who suggested that, instead of requiring Māori to pursue a remedy through the Court of Appeal, a royal commission would be established. The 1950 Royal Commission found that, if it were not for the 1903 Act, Whanganui Māori

would be the customary owners of the riverbed. In 1962, the Court of Appeal ruled that the customary ownership of the riverbed was extinguished when the Native Land Court granted freehold titles to the land along the side of the Whanganui River. Ngāti Hāua did not pursue any further legal action after this due to the associated costs and their understanding of their likelihood for success. The issue, however, remained unresolved for Ngāti Hāua. They unsuccessfully pursued direct negotiation with the Crown in 1974 and joined a petition to the Queen in 1977 to remove the Crown's ownership of the riverbed.

Gravel Extraction

3.199. In 1903, Parliament vested the beds of all navigable rivers in the Crown, along with any gravel and minerals in those riverbeds. As road and railway construction in the Ngāti Hāua rohe developed in the early twentieth century, increasing amounts of gravel and stones were extracted from the Whanganui River, particularly in the vicinity of Taumarunui. In 1920, the Wanganui River Trust was empowered to extract and sell gravel from the river with no provision for Whanganui Māori to pursue compensation. In 1940, the Ministry of Works took on this role, and in 1977 the Rangitikei-Wanganui Catchment Board took over responsibility for managing the gravel extraction.

3.200. In the 1950 Royal Commission report on the ownership of the Whanganui River, the Commission considered that Whanganui Māori were entitled to compensation for gravel. This conclusion was based on its finding that, if not for the 1903 Act, customary ownership to the riverbed would not have been extinguished. The Commission recommended the Crown promote legislation to permit the Māori Land Court to ascertain who the Māori owners of the riverbed were in 1903 in order to pay compensation to them and their descendants.

3.201. In 1951, Titi Tihu and several other Whanganui leaders met with the Minister for Māori Affairs and proposed £19,000 in compensation and an annual payment of £6,500 in perpetuity. Internally, the Crown described the proposal as "so exaggerated as to be ridiculous". Instead, the Crown referred the matter to the Court of Appeal without reference to Whanganui Māori or their counsel. In 1962, the Court found that customary ownership of the riverbed had been extinguished when the Native Land Court granted titles to the riparian lands. In adopting this finding, the Crown decided against compensating Whanganui Māori for the gravel extracted from the Whanganui River.

3.202. Since the 1980s, the Rangitikei-Wanganui Catchment Board has attempted to reduce the environmental impacts of gravel extraction by setting water quality standards, but it did not involve Ngāti Hāua in this process. The total amount of gravel extracted from the Whanganui River is not known, however in only ten years between 1964 and 1973, almost one million cubic yards of gravel was extracted.

3.203. Ngāti Hāua remain gravely concerned over the ongoing effects of gravel extraction on the Whanganui River. The iwi has observed that the extraction in places has changed the course of the river which in turn has caused flooding and the erosion of riverbanks. Ngāti Hāua are also aggrieved by the impact of gravel extraction on the Taringamotu,

Ongarue, and Ngakonui Rivers, including erosion and damage to wāhi tapu such as puna (freshwater springs).

CHAPTER THIRTEEN: WHANGANUI NATIONAL PARK

3.204. In 1980, the Crown began the process to establish the Whanganui National Park based on the more than 20,000 acres of scenic reserves along the Whanganui River. Soon after, the Crown included in its plan more than 160,000 acres in the Waimarino, Taumatamāhoe, and Whakaihuwaka blocks which it had previously purchased from Māori in the nineteenth century. In its initial proposal, the Crown included the riverbed as part of the Whanganui National Park. In 1983, the Crown began its consultation with Māori and met with Ngāti Hāua in Taumarunui in February.

3.205. The continued discussions between Ngāti Hāua and the Crown over the ownership of the riverbed, as well as compensation for the destruction of eel weirs and removal of gravel, became intertwined with the Crown's proposal for the Whanganui National Park. In 1983, Titi Tihu, Hikaia Amohia, and Tā Te Atawhai Archie Taiaroa visited the Crown in Wellington to express their concerns about how the park might affect their claim to the riverbed, the legitimacy of the Crown's nineteenth century purchasing of land within the parks proposed boundaries, and how Māori might be involved in the management of the park. Taiaroa suggested that there was a great opportunity for Māori input to be noted and encouraged. In another meeting in November with Amohia, Taiaroa and others, a Crown official stated that there would be "a very large influence of maoriness [sic] in the management of the park".

3.206. In February 1984, at another large meeting attended by many of the respected elders of the River, Ngāti Hāua and others agreed in principle to the park as long they were involved in the management of the River and the park and that their claim to the River and land in the park would not be prejudiced. The next month, the Crown published its proposal report and the Whanganui River had been excluded from the park. In November 1985, Cabinet approved in principle the establishment of the park, but with greatly reduced Māori representation in the parks management.

3.207. Ngāti Hāua and other Whanganui Māori met with the Crown again in December 1985 at Ngāpūwaiwaha marae in Taumarunui. Ngāti Hāua rangatira adopted a staunch stance at the meeting in response to it being made clear to them that the proposal was moving ahead whether they consented to it or not. They stated that a park must not be established before all claims to the River and lands had been settled and that Māori should have total administrative responsibility for the park. Ngāti Hāua and the Crown's views on the park remained polarised after the meeting. In 1986, Ngāti Hāua continued to negotiate for greater involvement in the management of the park, though with very little leverage. On 7 November, Amohia instructed his solicitors to ask the Crown to not establish the park without first settling their claim to the riverbed.

3.208. On 24 November, the Crown announced that it would establish the Whanganui National Park on 6 December. The next day, Whanganui Māori wrote that they did not oppose the creation of the park, though by that time their consent was moot. The park was formally

opened on 7 February 1987 and included 183,428 acres of land along the sides of 170 kilometres of the Whanganui River.

3.209. In March 1987, the Crown established the Department of Conservation which assumed control of the Whanganui National Park. In 1988, the Whanganui River Māori Trust Board was established. Under the Whanganui National Park Management Plan 1989, the Department of Conservation was required to "consult with and give full consideration to the views of the Whanganui River Maori Trust Board on park management issues of concern to the Maori [sic] people". However, the management plan did not make a provision for regular meetings or specify how any formal consultation should take place. Since 1990, the Whanganui National Park has been managed by the Taranaki/Whanganui Conservation Board, which only included one Māori member.

CHAPTER FOURTEEN: THE TONGARIRO HYDRO-ELECTRIC POWER DEVELOPMENT SCHEME

3.210. The Crown acquired the sole right to use water for electricity generation through the Water-power Act 1903 and then the Public Works Act 1928. From the 1940s, while Ngāti Hāua continued to pursue their claims to ownership of the Whanganui River through the courts, the Crown began considering how to utilise the waterways of the central plateau as hydroelectricity to meet the country's increasing energy demands.

3.211. In 1955, the Crown outlined the proposed scheme to another central North Island iwi. Despite its awareness of Ngāti Hāua legal claims to the Whanganui River, the Crown did not discuss the proposal with Ngāti Hāua nor any other Whanganui iwi. Furthermore, it did not consult with Ngāti Hāua before issuing an Order in Council in 1958 which authorised the Crown to use the waterways, including the Whanganui River, for the proposed scheme.

3.212. In 1963, the Crown announced plans for the construction of the scheme. This led to public opposition from farmers, acclimatisation societies, councils, the local Rotary Club, the Jet Boats Association, and residents of Taumarunui. Ngāti Hāua rangatira, the late Tā Te Atawhai Archie Taiaroa, only recalls one hui in the 1960s between the Crown and Māori to discuss iwi concerns relating to the scheme. At the hui, Tā Te Atawhai Archie Taiaroa raised the ongoing issue of ownership over the Whanganui River and queried why the Crown would divert water without Whanganui iwi approval. The Crown's response led Tā Te Atawhai Archie Taiaroa to conclude that there was little to be gained by engaging with the Crown on this issue as it seemed obvious that the Crown would do nothing about iwi concerns.

3.213. In 1964, Cabinet approved the establishment of the Tongariro Power Development (TPD) scheme. The plan was to harness the headwaters of the Whanganui, Whangaehu, and Tongariro River systems into Tokaanu and Rangipō power stations. This would increase the flow of water into Lake Taupō to generate electricity in nine power stations on the Waikato River. The catchment area covers a vast 26,000 hectares of the central North Island.

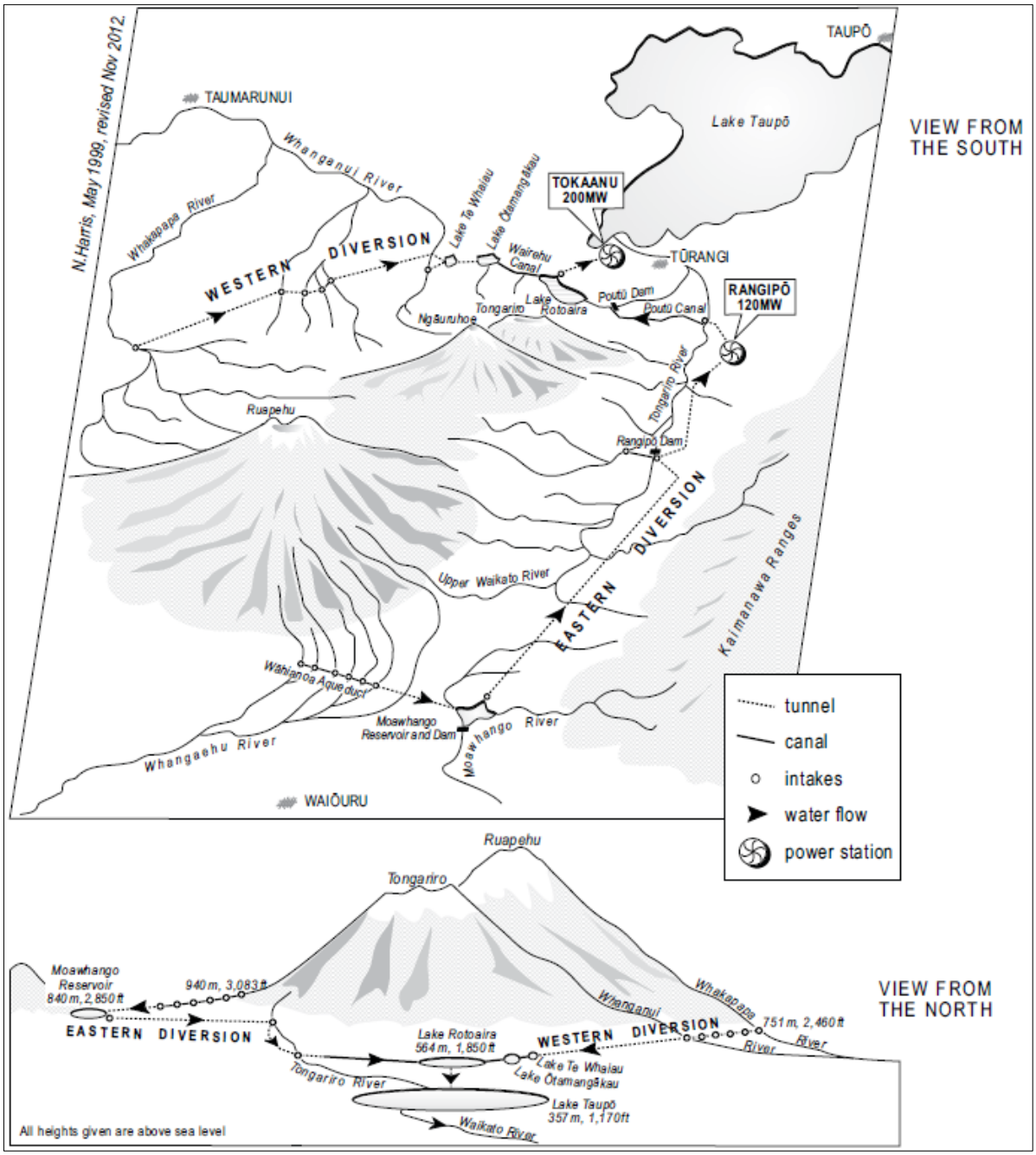

Figure 23: The Tongariro power development – diversions and power stations (Waitangi Tribunal (2013) Te Kāhui Maunga National Park District Inquiry Report, p. 1078)

3.214. Construction took twenty years in total between 1964 and 1984, with the western diversion first to be completed in 1971. Dams were constructed at Te Whaiau and Ōtamangākau which created two artificial lakes by the same names. The Whanganui River headwaters were diverted north through a series of tunnels and three canals to Lake Rotoaira, and then through a tunnel to Lake Taupō. Due to economic necessity, some members of Ngāti Hāua took construction jobs on the TPD despite their misgivings about the environmental impact.

3.215. The environmental and cultural impacts of the TPD have been significant. Each river has its own mana, mouri (life force), and identity, therefore the mixing of waters from different river systems has been a source of concern to Ngāti Hāua. The diversion of seven tributaries of the Whanganui River has resulted in decreased flows. The stream beds below the intakes are usually dry but they recharge further downstream. The taking of water has also decreased the flow of the Whakapapa River. In some cases, the reduced flow means that river stones are more exposed to the sun, raising the temperature of the water and killing fish. The reduced flow has also resulted in a loss of eeling holes and pools where Ngāti Hāua once caught kōura (crayfish). On the other hand, water surges occur when the TPD floodgates are temporarily opened. These surges scour the banks of the Whanganui River and deposit silt and mud into the river.

3.216. In the 1980s, following continued protest, including from Ngāti Hāua, a minimum acceptable flow was fixed for the Whanganui River. In 1988, a new Catchment Board was established, and it called for submissions on establishing a new minimum flow for the Whanganui River. Ngāti Hāua presented evidence to a 1988 hearing of submissions, they described how the diversion breached the laws of tapu and was an attack on the ihi (essential force) of the river and its people. They sought for the full flow to be returned as its waters provide spiritual and physical cleansing, and sustenance for fish, plants, humans, and animals. The Catchment Board ultimately set a minimum flow for the Whanganui River that was lower than its natural flow.

3.217. The TPD has affected Ngāti Hāua cultural practices. For centuries, the iwi relied on the Whanganui River area for gathering materials for weaving, rongoā (medicine), and timber. Since the TPD was constructed, Ngāti Hāua have found these stocks are depleting which has impacted on their food, shelter, and protection. In 1989, as a response to their concerns about the connection between river and people being interrupted by the operation of the TPD, Whanganui Māori established Tira Hoe Waka o te Awa o Whanganui, an annual wānanga on the Whanganui River which continues to the present day.

CHAPTER FIFTEEN: ENVIRONMENTAL ISSUES

3.218. Ngāti Hāua have lived around the upper reaches of the Whanganui River and its tributaries for centuries prior to 1840. The waterways in the Ngāti Hāua rohe include rivers, streams, inland lakes, and wetlands. These areas provide important resources for the iwi, including tuna (eel) and other fisheries, kōura (crayfish), shell fisheries, rongoā (medicine), materials for building and weaving, drinking water, healing waters, and mahinga kai. The fast-flowing waters of the Whakapapa River also provided a habitat for the whio (blue duck). The river system has long provided Ngāti Hāua access to forests and rat trapping areas, sheltered areas for crops, defensive positions in times of war, and transport.

3.219. Ngāti Hāua controlled and managed its people and their use of the environment. This relationship was based on kaitiakitanga, or guardianship, wherein Ngāti Hāua sought to sustain the environment and ensure it could support future generations.

3.220. Features of the environment are also important to Ngāti Hāua as wāhi tapu; for example, Pohoare (Lake Hawkes) is tapu as the birthplace of Hinengākau and home to a powerful kaitiaki. The relationship between Ngāti Hāua and the environment is also essential as a means of transmitting knowledge and cultural beliefs from one generation to the next.

3.221. In the period since 1840, Ngāti Hāua have observed a decline in water quality in the Whanganui, Ongarue, and Ōhura Rivers, as well as the Ōtūnui Stream from such things as water extraction, pollution, erosion and siltation, drainage of swamps and wetlands, the introduction of exotic fish and pests, gravel extraction, and the destruction of tuna (eel) habitat.

The Introduction of Exotic Flora and Fauna Species

3.222. While the Crown did not run acclimatisation societies, in 1867 the Crown promoted the Protection of Animals Act and formally recognised acclimatisation societies, actively promoted and encouraged their work, and provided them with financial assistance. The Wanganui Acclimatisation Society had been operating since 1863 and the Waimarino Acclimatisation Society was founded at the beginning of the twentieth century. The aim of the Wanganui Acclimatisation Society was “the introduction, acclimatisation and domestication of all animals, birds, fishes, and plants, whether useful or ornamental”.

3.223. Whanganui Māori were initially receptive to the introduction of new species that they could trade, such as pigs and potatoes. For example, upriver Māori began growing grapes after they were introduced and, in the 1870s, a local wine producer obtained the majority of his grapes from upriver Māori.

3.224. From the 1860s, the Wanganui Acclimatisation Society was introducing species to deal with the earlier introduction of exotic species that were causing problems in the New Zealand environment. For example, rabbits were introduced for recreational hunting, but they quickly became a widespread pest throughout the country, including in the Ngāti Hāua rohe. In 1881, the Crown promoted legislation to reduce their numbers by protecting species that were the ‘natural enemy’ of the rabbit, such as stoats and ferrets which have since had a devastating effect on native flora and fauna. Acclimatisation societies sometimes also considered some native species as predators, such as tuna (eel) and karearea (falcons), and offered a bounty to reduce their numbers.

3.225. In 1867, the Crown promoted the first piece of legislation to control New Zealand fisheries. The Salmon and Trout Act 1867 provided for the propagation and preservation of salmon and trout, and introduced controls over the rivers they were introduced into. From the 1880s, the Wanganui Acclimatisation Society released rainbow and brown trout into the Whanganui River. There is no evidence that Ngāti Hāua were consulted, nor did they consent to, the introduction of trout into the waterways of their rohe. The Waimarino Acclimatisation Society continued this practice into the middle of the twentieth century.

3.226. After the Crown on-sold the land it had purchased from Ngāti Hāua to European settlers, the Ngāti Hāua rohe underwent a significant environmental transformation. The Ngāti Hāua rohe was heavily forested prior to the arrival of the Crown and it provided food and materials, such as birds and their feathers. Settlers undertook extensive bush felling and

burning to make way for roads, railways, and farming in forested hill country of the Ngāti Hāua rohe. Ngāti Hāua have found this loss of forested areas has caused a decline in associated mātauranga and cultural practices.

CHAPTER SIXTEEN: CULTURAL AND SOCIO-ECONOMIC OUTCOMES

The Stigmatisation of Ngāti Hāua as Rebels

3.227. The involvement of Ngāti Hāua in warfare in the first decades of the Crown-Ngāti Hāua relationship led the Crown to label Ngāti Hāua as "Hauhau" and rebels. This label has stigmatised generations of Ngāti Hāua descendants. Many Ngāti Hāua ancestors reasonably became very distrustful of the Crown and its imposition of legislation, particularly the native land laws. This led to strong resistance to the introduction of the Native Land Court. Ngāti Hāua oral history records that, due to this difficult history, many members of Ngāti Hāua have not asserted their identity with pride. Some hid their Ngāti Hāua identity and knowledge systems.

The Memory of Food Poisoning

3.228. Due to the 1847 arsenic poisoning incident, Ngāti Hāua record that their ancestors refused to interact with European food sources for decades and returned to their traditional food sources, particularly mamaku (black tree fern). Every year, Ngāti Tū at Tawhatā remember the importance of mamaku as a safe food source. They re-enact a "faith to the fire" encounter between Anglican and Catholic missionaries, which is followed by a feast of mamaku. Ngāti Tū have been engaging in this ritual since the time of their ancestor, Te Kere Ngātaiērua who lived in the mid to late nineteenth century. Ngāti Hāua also remember the history of poisoning through the kōwhaiwhai patterns in Te Taurawhiri a Hinengākau, the wharenui at Ngāpūwaiwaha marae. Though only an imprint of a marae remains on the land at Tawhatā, Ngāti Hāua named a wharenui "Koi Te Whēwhē", which means sharp blistering or abscess, to remember the arsenic poisoning.

The Loss of Traditional Food Resources

3.229. The Crown's large-scale land acquisitions and other actions such as the destruction of eel weirs meant that the access of Ngāti Hāua to their traditional food sources declined substantially during the nineteenth century. By the end of the nineteenth century, Ngāti Hāua did not have enough land to sustain their traditional way of life. Most Whanganui whānau continued to live rurally, relying on subsistence agriculture and traditional food sources, as well as seasonal or temporary waged work. Ngāti Hāua were then badly affected by the potato blight of 1905 and 1906. The *Wanganui Herald* reported that upriver Māori were "practically on the verge of starvation". The economic depression of the 1930s exacerbated this situation.

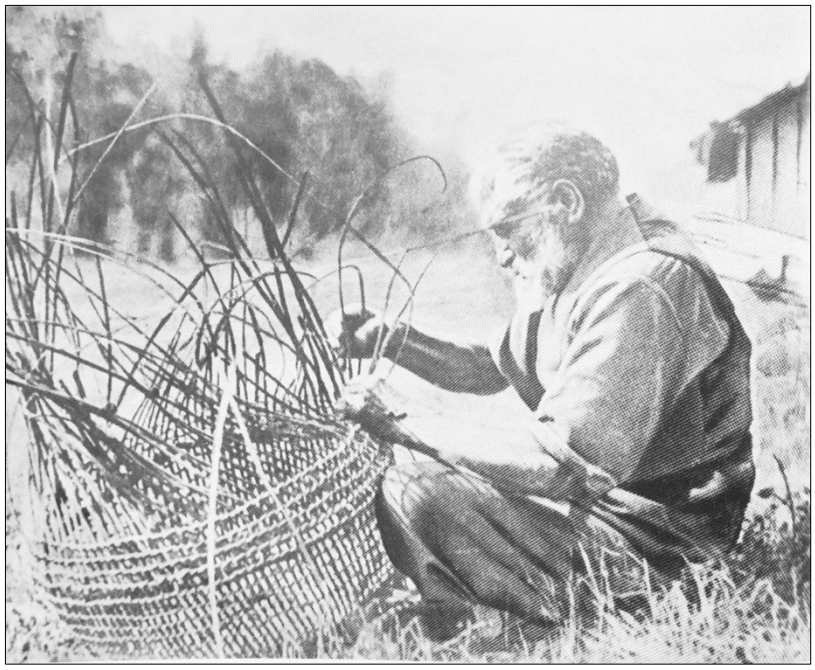

*Figure 24: Tuku Making a Hīnaki (*Roll Back the Years*, vol. 2, p. 200, Taumarunui Press Collection, ref. 12168, permission courtesy of Ron Cooke)*

Poor Health and Bad Housing

3.230. In the eighteenth century, the Whanganui River was recorded as one of the most densely settled areas in the lower North Island. At 1840, the population of Māori along the Whanganui River was estimated to be between 3,000 and 5,600 people. From 1840, the growing European population exposed Ngāti Hāua to infectious diseases which they had no immunity to. The population of Whanganui Māori had dramatically declined by the 1880s to around 1,330 people. Ngāti Hāua recall that the population of their kāinga at Tawhatā was around 1,600 at 1840 and by the end of the century there were only 10 or 12 residents. In 1912, the Wanganui Chronicle reported that Tawhatā was “afflicted with sickness”.

3.231. Poor health, combined with malnutrition and bad housing, meant that Ngāti Hāua were more susceptible to diseases of poverty like influenza or typhoid. Some health programmes inflicted further hardships. When the Crown sent Ngāti Hāua children to stay at health camps or sanatoria in Otaki and Whanganui for tuberculosis, or because of generally poor health, it was hard for their families to afford to visit them. Housing conditions for Ngāti Hāua could be poor. Crown officials noted on multiple occasions over the twentieth century that Māori housing in the Whanganui District was overcrowded. Ngāti Hāua remember living in crowded conditions in Taumarunui. The Crown developed an assistance programme to improve the state of Māori housing, however the programme focussed on housing in urban centres. Housing issues remain, however. Through to the twenty first century, houses in Taumarunui continued to be cold and poorly insulated with many whānau unable to afford power for heating.

3.232. By the 1960s there had been a decline in Māori susceptibility to infectious diseases, though Māori continued to have worse health and lower life expectancy than Europeans. An ongoing issue for Ngāti Hāua in contemporary times is the need to travel long distances for many health services, including scans and births. This creates an unmanageable financial burden for some.

Education and the Māori Language

3.233. Ngāti Hāua were introduced to European forms of education through missionary schools in the 1840s. By 1849, there were 14 missionary schools along the Whanganui River. By the end of the 1850s, however, all the missionary schools had closed. Following the passage of the Native Schools Act in 1867, the Crown began offering to establish native schools in the Whanganui district in the 1870s.

3.234. In 1881, the Crown offered to build a school in Taumarunui but Ngāti Hāua rejected this offer because they saw it as a ploy to counter their “Hauhauism”. Ngāti Hāua remained divided on the topic for the remainder of the century. In 1899, Ngāti Hāua donated a site for the Hāuaroa Native school and it was opened in 1902, though there was still opposition within the iwi.

3.235. In accordance with Crown policy, the native schools emphasised the importance of reading, writing, and speaking English rather than the Māori language. One of the Crown’s goals in establishing the native school system was to promote the assimilation of Māori into European culture. The native schools prepared Māori primarily for manual labour.

3.236. In the early twentieth century, European parents in Taumarunui campaigned for segregated schooling for European and Māori children. When the Crown declined this request, the parents lobbied for the native school to be turned into a board school, which the Crown did in 1910. In 1921, a secondary department was added to the school. Māori language and culture were discouraged and often denigrated in the European schooling system. While the 1915 native school regulations stated that corporal punishment only be used as a last resort for wilful disobedience, Ngāti Hāua recall being punished for speaking the Māori language. Many Māori who were punished for speaking their own language in the classroom refused to pass the Māori language down to their children because of the trauma of that punishment.

3.237. Following the Second World War, Ngāti Hāua children had better access to the education system due to their urbanisation. However, the education system tended to have low expectations of Māori educational achievement for much of the twentieth century. Māori educational achievements were still less than that of Europeans which affected their employment and income in later life.

Employment Outcomes and the Impact of Urbanisation

3.238. During the twentieth century, working for wages was increasingly prominent for Ngāti Hāua. For most Māori in the district, the work was casual or seasonal, and usually low paid. It was sometimes economically necessary for children to work, which further limited

their education. From the 1940s, the mechanisation of farming also meant that there was less waged work in rural areas, which contributed to the urban migration of the population. Between 1936 and 1971, the Whanganui Māori population transitioned from eighty per cent rural to seventy per cent urban.

3.239. There was more work available in urban centres, such as Taumarunui. However, the education system had mostly prepared Māori for the types of jobs which paid low wages. By 1958, eighty per cent of Whanganui Māori earned only a basic wage. Into the 1960s and 1970s, Whanganui Māori consistently earned less money than non-Māori in the district, and the gap was even wider in rural areas.

3.240. The urbanisation of the Ngāti Hāua population in the twentieth century was a significant change for the iwi and their ways of life. Despite the substantial migration, Ngāti Hāua remained a minority group in Taumarunui. European culture was dominant in urban areas and Māori felt pressure to assimilate. The intergenerational responsibilities of whānau and their sense of duty to their hapū and community were disrupted. It was the decades which followed the Second World War which saw the most severe decline in language fluency, as Ngāti Hāua were separated from their home communities where the Māori language was commonly spoken. Gang culture also rose in the second half of the twentieth century in the towns and cities of the district, filling a space for Māori youth who were largely alienated from their land and culture.

The Māori Renaissance

3.241. In the 1970s, a renaissance of Māori culture began. During this time there was a revitalisation of the Māori language. However, schools teach a standardised version of the Māori language and the Ngāti Hāua dialect has continued to decline.

3.242. Not all Ngāti Hāua migrants remained disconnected from their rohe in the post-war urbanisation. Iwi members have been consistently returning to rural marae from across New Zealand and Australia for births, baptisms, marriages, or to be buried on their ancestral lands. These homecoming journeys help reinforce the role of Ngāti Hāua in their rohe.

Figure 25: Ngāti Hāua Rangatahi Wānanga, 2011, Kākahi Marae (courtesy of Ngāti Hāua Iwi Trust)

4 TE HOHOURONGO - ACKNOWLEDGEMENT AND APOLOGY

ACKNOWLEDGEMENT

Te Tiriti o Waitangi/The Treaty of Waitangi

4.1. The Crown acknowledges that when te Tiriti o Waitangi/the Treaty of Waitangi was signed in 1840, Ngāti Hāua held a position of great strength in their rohe. However, the Crown has failed to actively protect the tino rangatiratanga of Ngāti Hāua, which was guaranteed by te Tiriti/the Treaty. The Crown has not honoured its commitments under te Tiriti/the Treaty and has failed to deal with the long-standing grievances of Ngāti Hāua. Therefore, the Crown makes the following acknowledgements:

Conflict in Heretaunga valley in 1846

4.2. The Crown acknowledges that it breached Article 2 and 3 of te Tiriti o Waitangi/the Treaty of Waitangi and its principles before the outbreak of conflict in the Heretaunga valley in 1846, and caused the iwi serious prejudice when it:

4.2.1. ordered Ngāti Hāua to abandon land and crops in the Heretaunga valley and occupied their cultivations before it would consider paying compensation;

4.2.2. did not protect Ngāti Hāua property from plunder and destruction by settlers, and Crown troops ransacked and burned Ngāti Hāua property, including an urupā and a chapel; and

4.2.3. unnecessarily imposed martial law for a period in March 1846.

Te Rangiātea and Te Whareaitu's Trial, and Te Whareaitu's Execution

4.3. The Crown acknowledges that the exceptional harshness of the Crown's punishment of Te Rangiātea and Mātene Ruta Te Whareaitu arising from events in the Wellington region in 1846 breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles and bought dishonour to the Crown. The Crown further acknowledges that:

4.3.1. trying Te Rangiātea and Mātene Ruta Te Whareaitu under martial law meant they were deprived of procedural protections that would have been their right at a civilian trial;

4.3.2. Te Rangiātea was found guilty of being an armed follower of a rebel chief, and for having acted, aided and assisted in the rebellion against the Crown;

4.3.3. Mātene Ruta Te Whareaitu was found guilty of being an armed follower of a rebel chief, of resisting and wounding one of the Crown's Māori allies and for having acted, aided and assisted in the rebellion against the Crown;

4.3.4. Te Rangiātea and Mātene Ruta Te Whareaitu were respectively acquitted of the more serious charges of having participated in fighting against Crown forces in Heretaunga on 16 May and 16 June 1846;

4.3.5. the Court Martial sentenced Te Rangiātea, an elderly, sick and mentally-unwell man, to confinement for life, and Mātene Ruta Te Whareaitu to be hanged by the neck until death;

4.3.6. the Crown's execution of Mātene Ruta Te Whareaitu by hanging on 17 September 1846 was described by the commanding military officer as an example to other Māori and in the New Zealand press as "a most sanguinary display of vengeance";

4.3.7. the Crown's actions have resulted in ongoing intergenerational trauma and stigma for the uri of Te Rangiātea and Mātene Ruta Te Whareaitu; and

4.3.8. the bodies of Te Rangiātea and Mātene Ruta Te Whareaitu were interred without appropriate Ngāti Hāua ceremony and that the final resting place of both tūpuna is unknown. The uri of these tūpuna and Ngāti Hāua continue to search for their remains and still desire to return them to their ancestral homelands.

Exile of Whanganui Māori Prisoners to Tasmania in 1846

4.4. The Crown acknowledges that, despite a lack of evidence, it unjustly exiled five prisoners, including four Ngāti Hāua tūpuna, to Tasmania in 1846. The Crown acknowledges that the Governor acted in bad faith by misrepresenting the prisoners' offences to the Tasmanian authorities, and by asking the authorities to treat the prisoners harshly. The Crown further acknowledges that its behaviour was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

The Impact of Ngāti Hāua Acquiring Flour Laced with Arsenic in 1847 which the Crown Made No Formal Investigations Into

4.5. The Crown acknowledges that:

4.5.1. during the fighting in 1847 it received reports that members of a tauā led by Tōpine te Mamaku had found a mixture of flour poisoned with arsenic that was left in a home evacuated by a settler family, and that at least two Māori had been poisoned; and

4.5.2. Ngāti Hāua have long held the belief that poisoned flour made many of their tūpuna sick and left them afraid to consume Pākehā food for decades, including during times of food scarcity. The sense of mamae and grievance felt by Ngāti Hāua in relation to these events persists to this day.

Warfare in Taranaki Leading to Warfare in Whanganui

4.6. The Crown acknowledges that the wars in Taranaki constituted an injustice and were in breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The Crown further acknowledges that despite the desire of many from Ngāti Hāua to maintain peace in their rohe, the Taranaki Wars led to the outbreak of warfare in the Whanganui district and that the death of their tūpuna at the 1864 battle of Moutoa remains a considerable grievance for Ngāti Hāua.

The Crown's Attack on Ōhoutahi

4.7. The Crown acknowledges that it was ultimately responsible for the outbreak of warfare between the Kīngitanga, including Ngāti Hāua, and the Crown in the Whanganui district that began with the battle at the Ōhoutahi pā in 1865. The Crown acknowledges that its actions were a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Raupatu

4.8. The Crown acknowledges that the confiscation/raupatu of Ngāti Hāua interests in Taranaki in 1865 was an injustice, and breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The Crown further acknowledges that when this whenua was confiscated, Ngāti Hāua also lost access to some mahinga kai areas which once helped to sustain the Ngāti Hāua people in their rohe.

The Crown's Labelling of Ngāti Hāua as Rebels in the 1860s

4.9. The Crown acknowledges that its unfair labelling of Ngāti Hāua as "rebels", "hostile", and "Hauhau" during the New Zealand Wars has stigmatised the iwi who sought to preserve their tino rangatiratanga. The Crown further acknowledges that the stigma Ngāti Hāua have borne for generations has had an intergenerational impact on the transmission of their kōrero tuku iho and pride in their Ngāti Hāuatanga.

Imprisonment of Tūpuna and Destruction of Property at Parihaka in 1881

4.10. In the 1870s and early 1880s, Ngāti Hāua tūpuna were among Māori from many rohe drawn to the village of Parihaka, and the teachings of leaders Te Whiti o Rongomai and Tohu Kākahi. These tūpuna were among those who suffered from the Crown's grievous acts and omissions at Parihaka. The Crown acknowledges that:

4.10.1. Ngāti Hāua tūpuna were among the protestors the Crown imprisoned, in conditions of unwarranted hardship, in South Island gaols for participating in peaceful campaigns of resistance at Parihaka in 1879 and 1880. This deprived the prisoners of basic human rights, and was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

4.10.2. in its invasion and subsequent occupation of Parihaka in 1881, it inflicted serious damage on Parihaka and assaulted the human rights of the people there, including Ngāti Hāua tūpuna. The Crown destroyed the houses and

belongings of these tūpuna, desecrated their sacred buildings, and destroyed their cultivations. The Crown's unjust and unconscionable treatment of these tūpuna caused great distress, and was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Native Land Laws

4.11. The Crown acknowledges that the operation of the native land laws is a source of significant grievance for Ngāti Hāua because Ngāti Hāua were required to interact with a system they did not support or risk exclusion from the ownership of their lands. The Crown further acknowledges the strain placed on Ngāti Hāua by the Native Land Court holding hearings for the majority of their land blocks in a rapid timeframe in 1886 in geographically diverse locations.

4.12. The Crown acknowledges that the operation and impact of the native land laws, particularly the awarding of Ngāti Hāua land to individuals and enabling individuals to deal with that land without reference to their iwi or hapū, made the land more susceptible to fragmentation, alienation, and partition, and contributed to the erosion of Ngāti Hāua tribal structures. The failure of the Crown to actively protect these tribal structures, which were based on collective tribal custodianship of land, was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Crown Assurances Regarding the Agreement to Lift the Te Rohe Pōtae Aukati in 1885

4.13. The Crown acknowledges that:

4.13.1. Ngāti Hāua exercised rangatiratanga over their lands within Te Rohe Pōtae prior to the 1885 agreement to lift the aukati and enforced the southern boundary of that aukati;

4.13.2. during negotiations with Te Rohe Pōtae Māori to lift the aukati to facilitate the building of the North Island Main Trunk Railway, the Crown was not prepared to agree to requests from Ngāti Hāua to exclude their lands in Te Rohe Pōtae from the jurisdiction of the Native Land Court;

4.13.3. the Crown breached the following assurances which were made in 1885 during negotiations to obtain consent to construct the North Island Main Trunk Railway through Te Rohe Pōtae:

(a) it would extend the powers of Māori District Committees to have a greater role in Native Land Court processes and local government;

(b) it would acquire only as much land for the North Island Main Trunk Railway as would be needed for its construction; and

(c) it would apply no pressure on Māori to sell land they wished to lease.

4.13.4. the Crown failed to uphold these assurances and thereby breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles by not acting in good faith and by failing to respect the rangatiratanga of Ngāti Hāua.

North Island Main Trunk Railway

4.14. The Crown acknowledges that its failure to pay compensation to Ngāti Hāua for land compulsorily taken for the construction of the North Island Main Trunk Railway dishonoured a promise made by the Native Minister in 1885 that such compensation would be paid, and this was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

4.15. The Crown further acknowledges that it derived enormous benefits from being able to construct the North Island Main Trunk Railway through Te Rohe Pōtae, and establish European settlement in the district, but Ngāti Hāua did not receive the long-term economic benefits they had been led to expect by the Crown during negotiations.

Waimarino Block Purchase

4.16. The Crown acknowledges that in 1887 it rapidly purchased more than 90% of the 452,196-acre Waimarino block from 821 Whanganui Māori, including Ngāti Hāua. The Crown breached te Tiriti o Waitangi/the Treaty of Waitangi and the standards of reasonableness and fair dealing because Ngāti Hāua did not know exactly what land was being purchased by the Crown, nor could they ensure they were paid a fair price for their interests. In particular:

4.16.1. the Crown was aware Ngāti Hāua had not been able to inspect and object to the survey of the block before the Court awarded the majority of the block to the Crown;

4.16.2. the Crown discouraged Ngāti Hāua applications to have their interests partitioned from the block because it would delay the Crown's purchase;

4.16.3. the Crown determined what it considered to be the strengths of individual Ngāti Hāua interests and made payments according to its own judgement; and

4.16.4. the Crown did not inform Ngāti Hāua of the price it was paying per acre for the Waimarino block.

4.17. The Crown acknowledges that it failed to pay a fair price to the Ngāti Hāua owners of the Waimarino block and its valuable resources and this was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

4.18. The Crown acknowledges that Ngāti Hāua consistently protested the Crown's purchase of the Waimarino block and that it failed to respond in an effective way to the grievances of Ngāti Hāua in relation to this purchase.

4.19. The Crown acknowledges that Ngāti Hāua lost ownership of kāinga in the Waimarino block, including Te Maire, Kākahi, and Rurumaiakatea, and wāhi tapu such as the western slope and peak of Ruapehu without their consent because the Crown, in breach of te Tiriti o Waitangi/the Treaty of Waitangi and the principle of active protection, did not carry out the terms of the purchase deed to agree the location of the seller reserves with Ngāti Hāua and reserved less land than it promised Ngāti Hāua during negotiations. As a result, the Crown made Ngāti Hāua squatters who eventually had to move away from their kāinga due to the lack of food and the difficulties of living on land without a legal title.

Taumarunui Native Township

4.20. The Crown acknowledges that:

4.20.1. the consent of some Ngāti Hāua owners to the establishment of the Taumarunui Native Township on their land was given on the condition that the Native Land Court first subdivide ownership of the land on which the township would be established;

4.20.2. the Crown asked the Native Land Court to delay hearing any subdivision applications and did not reengage with these owners before it proclaimed the establishment of the township in 1903 without there having been any subdivision; and

4.20.3. the Crown's failure to uphold the terms on which members of Ngāti Hāua consented to the establishment of the township breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

4.21. The Crown acknowledges Ngāti Hāua requested that the Taumarunui Native Township be established under the Maori Lands Administration Act 1900 and vested in the local land council, which would have given them greater ability to exercise rangatiratanga over the township than the Native Township Act 1895. However, after establishing the township in 1903, the Crown promoted legislation in 1905 that replaced the local land council which managed the land, and had at least two members elected by Māori, with a land board, which had only one Māori member who was appointed by the Crown. By developing its policy proposals for land boards without consulting Ngāti Hāua, the Crown failed to provide for the continuing rangatiratanga of Ngāti Hāua, and this was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

4.22. The Crown acknowledges that the expectations of Ngāti Hāua for the Taumarunui Native Township, including that they would retain influence over the administration of the township, and economically benefit from land retained in their ownership were not met. The Crown further acknowledges that it failed to respond to the financial challenges faced by the owners and it prioritised the interests of the lessees over Ngāti Hāua owners by:

4.22.1. allowing the Board to use rental incomes to fund infrastructure usually paid out of rates;

4.22.2. taking no remedial action while rental incomes fell well behind land values;

4.22.3. allowing the Board to impose perpetual leases on Ngāti Hāua owners against their will, and only paid some compensation for the low rentals Ngāti Hāua received from these leases many decades after the leases were first imposed; and

4.22.4. purchasing and on-selling Ngāti Hāua land at the request of settlers.

4.23. The Crown acknowledges that the financial issues faced by the owners as a result of these problems led to Ngāti Hāua owners selling land they otherwise would have sought to retain. The Crown failed to actively protect Ngāti Hāua interests in the Taumarunui Native Township and this was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Tongariro National Park

4.24. The Crown acknowledges that, despite being aware of the significance of the maunga in Tongariro National Park to Ngāti Hāua, it did not consult them in relation to reserving the mountain peaks for the purposes of creating a national park before or after opening discussions on that subject with another iwi, and this was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

4.25. The Crown acknowledges that from 1907 it failed to include Ngāti Hāua in the ongoing management arrangements of Tongariro National Park, and failed to respect their rangatiratanga and kaitiakitanga over the maunga, and this was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

4.26. The Crown acknowledges that detrimental changes to the natural environment of Tongariro National Park through commercial development and the introduction of exotic species have distressed Ngāti Hāua, who have been unable to exercise their kaitiaki obligations to safeguard taonga within the Park from degradation.

Vested Lands

4.27. The Crown acknowledges that Ngāti Hāua vested the Rētāruke block in the Aotea District Maori Land Board in 1912 so that it could be developed for commercial agriculture and returned to their control after being leased for two periods of 21 years. However, Ngāti Hāua were not able to reoccupy the land when the leases expired in the 1930s and 1950s because they could not pay compensation for improvements owed to the lessees. The Crown acknowledges that it became aware during the 1920s that Ngāti Hāua would not be able to afford this compensation but did not take steps to address this issue until the 1950s. The Crown's failure to make arrangements for Ngāti Hāua to regain control of their vested lands in a reasonable and timely manner was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Public Works – Taumarunui Hospital

4.28. The Crown acknowledges that it breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles when it compulsorily acquired more land than was reasonably necessary for the site of Taumarunui Hospital at the time of the acquisition for the intended public work. The Crown further acknowledges the special cultural and historical significance of this land to Ngāti Hāua, as their tūrangawaewae, and that Ngāti Hāua have not been able to make proper use of Te Peka Pā and Titipā urupā according to their tikanga as a consequence of the compulsory acquisition of the land.

4.29. The Crown acknowledges that the Crown's takings of Ngāti Hāua lands for public works are a significant grievance for Ngāti Hāua, and that it took land of importance to Ngāti Hāua hapū.

Whanganui River scenic reserves

4.30. The Crown acknowledges that it did not adequately consult with Ngāti Hāua nor fairly balance their interests and the public interest when it acquired their land for scenery preservation. These failures led the Crown to compulsorily acquire more than 300 acres of iwi lands along the banks of the Whanganui River, including wāhi tapu and cultivations, in circumstances where Ngāti Hāua were struggling to sustain themselves due to significant land loss and the Crown should have done more to account for their views. This was a breach of the Crown's duty of active protection under te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Whanganui National Park

4.31. The Crown acknowledges that its establishment of Whanganui National Park in 1987 exacerbated the prejudice and sense of grievance felt by Ngāti Hāua about the land the Crown acquired in the nineteenth century in breach of te Tiriti o Waitangi/the Treaty of Waitangi. The Crown further acknowledges that the ability of Ngāti Hāua to practice their kaitiakitanga over land and the Whanganui River has been limited.

Environmental degradation

4.32. The Crown acknowledges that since the nineteenth century, the lands, forests, and waterways within the Ngāti Hāua rohe have undergone significant detrimental changes as a result of pollution and irreversible land-use changes. The removal of native forests for pasture has led to land erosion and siltation of many waterways. Sewage, animal effluence, landfill contaminants, and industrial and domestic wastewater discharge have reduced the water quality of some rivers, resulting in a reduction in the populations of native freshwater fish, crayfish and mussels. Ngāti Hāua are profoundly distressed by these changes to the health and wellbeing of the lands, waters, and ecology within their rohe.

Landlessness

4.33. The Crown acknowledges that its failure to ensure that Ngāti Hāua retained sufficient land for their collective and individual economic, social, and cultural needs is a breach of te Tiriti o Waitangi/the Treaty of Waitangi and the principle of active protection and, as a result, Ngāti Hāua are virtually landless.

Te Reo Māori

4.34. The Crown acknowledges that Ngāti Hāua children who attended Crown-established schools were sometimes punished for speaking their own language, which contributed towards the decline of te reo Māori among their iwi.

4.35. The Crown acknowledges that it failed to actively protect and encourage the use of te reo among Ngāti Hāua, which has declined as a consequence. Ngāti Hāua has thereby suffered a loss of their taonga. The Crown's failure to actively protect te reo Māori is a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Socio-economic outcomes

4.36. The Crown acknowledges that the cumulative impact of its breaches of te Tiriti o Waitangi/the Treaty of Waitangi has hindered the economic, social, and cultural development of Ngāti Hāua. The Crown further acknowledges that Ngāti Hāua have suffered poor health, inadequate housing, low educational outcomes, and a lack of economic opportunities that have significantly contributed to the migration away from the Ngāti Hāua rohe. The maintenance of their ahikā and Ngāti Hāuatanga is a testament to the resilience of Ngāti Hāua.

APOLOGY

4.37. To the ancient and resilient Ngāti Hāua, to your tūpuna who have passed and your mokopuna who will lead you into the future, the Crown makes the following apology:

4.37.1. Ngāti Hāua, the Crown recognises that you have maintained your place at the upper reaches of the Whanganui River for centuries, weaving together te taura whiri a Hinengākau (the plaited rope of Hinengākau) through brokering peace and fostering connection. Your tūpuna had a vision of partnership and mutual benefit when they signed te Tiriti o Waitangi/the Treaty of Waitangi. The Crown is greatly sorry that it did not live up to the promise of te Tiriti/the Treaty, and instead brought discord, death, and division to your iwi.

4.37.2. The Crown is deeply ashamed of and sorry for the horrific and reprehensible execution of your tupuna in 1846, and profoundly regrets that its behaviour toward Ngāti Hāua in the 1840s sowed deep and well-deserved mistrust of the Crown. In the 1860s, Crown actions led to warfare between the Crown and Ngāti Hāua. The Crown is sincerely sorry for the severe toll warfare has had on Ngāti Hāua and the intergenerational stigma you still carry from being labelled rebels and fanatics.

4.37.3. Ngāti Hāua have shown persistent commitment to their rangatiratanga by joining and leading land retention movements and guarding the southern boundary of Te Rohe Pōtae. Ngāti Hāua ultimately had no choice but to engage with the Crown's determined drive to obtain land. The Crown gained access to Te Rohe Pōtae to complete the North Island Main Trunk Railway by giving assurances that it did not honour. The Crown not only took land for the railway without paying compensation, but purchased extensive amounts of land for European settlement.

4.37.4. The Crown is truly remorseful for acquiring so much land that Ngāti Hāua became virtually landless, severed from resources, wāhi tapu, and taonga. The Crown compulsorily acquired further land for public works. The Crown did not consult with Ngāti Hāua before establishing the Tongariro National Park or include you in the management arrangements, leaving you unable to safeguard wāhi tapu within the Park. The Crown is greatly regretful and sorry that it gained so much from its breaches of te Tiriti/the Treaty at an immense cost to Ngāti Hāua and left many of you feeling marginalised in your own rohe, like second-class citizens.

4.37.5. You have worked tirelessly for so long to make the Crown aware of these injustices. You have had to learn and navigate the Crown's systems and processes while the Crown has broken promises, ignored your protests, and shown Ngāti Hāua a profound lack of care when you have clearly been struggling. The Crown's acts and omissions have hindered the socio-economic development of your people. Poor health, inadequate housing, low educational outcomes, and a lack of economic opportunities have contributed significantly to many of your people leaving the rohe. The Crown is unreservedly sorry for all of its breaches of te Tiriti/the Treaty and the harm they have caused you and pays tribute to your resilience.

4.37.6. Through this settlement, including this apology, the Crown hopes to build a platform on which we can form a new relationship, one that is based on the spirit of partnership that your tūpuna saw in te Tiriti o Waitangi/the Treaty of Waitangi.

5 TE RONGO NIU – STATUTORY PARDONS

PARDONS AND RECOGNITION OF CHARACTER, MANA, AND REPUTATION

5.1. The Crown will use best endeavours to facilitate the following statutory pardon of Ngāti Hāua tūpuna, Te Rangiātea and Mātene Ruta Te Whareaitu.

Historic summary

5.2. In 1846, conflict broke out in the Heretaunga valley between the Crown, settlers, and Ngāti Hāua. The Crown, seeking to purchase land, ordered Ngāti Hāua to abandon land and crops in the Heretaunga valley and occupied their cultivations before it would consider paying compensation to Ngāti Hāua. Crown troops and settlers destroyed their property and the Crown unnecessarily imposed martial law in March 1846. In May and June, a Ngāti Hāua tauā led by Tōpine Te Mamaku and the Crown engaged in conflict in the Heretaunga valley and there were fatalities on both sides. The Crown extended martial law to include the Whanganui district and sought to capture those who had been involved in the conflict.

5.3. On 1 August, Crown troops captured two relatives of Tōpine Te Mamaku close to the pā of a chief the Crown considered a 'rebel' near Pāuatahanui; Te Rangiātea, who was an "old man either too sick or confused to escape capture", and Mātene Ruta Te Whareaitu, a younger brother of Tōpine Te Mamaku.

5.4. On 14 and 15 September, a court martial was convened to try the two men. Trying Te Rangiātea and Mātene Ruta Te Whareaitu under martial law meant they were deprived of procedural protections that would have been their right at a civilian trial.

5.5. Te Rangiātea was found guilty of being an armed follower of a rebel chief, and for having acted, aided and assisted in the rebellion against the Crown. Following the verdict, two medical officers provided opinions to the Court Martial that Te Rangiātea was of 'unsound mind'. The Court Martial then sentenced Te Rangiātea to confinement as a lunatic for the remainder of his life. He died in state care two months later.

5.6. Mātene Ruta Te Whareaitu was found guilty of being an armed follower of a rebel chief, of resisting and wounding one of the Crown's Māori allies and for having acted, aided and assisted in the rebellion against the Crown. He was sentenced to be hanged by the neck until death. The commanding officer of military forces in the southern division described how Te Whareaitu's execution was to serve as "an example to the Natives many of whom were present".

5.7. The Crown executed Mātene Ruta Te Whareaitu by hanging on 17 September 1846. This event was described in the New Zealand press as "a most sanguinary display of vengeance".

5.8. The bodies of Te Rangiātea and Mātene Ruta Te Whareaitu were interred without appropriate Ngāti Hāua ceremony and the final resting place of both tūpuna is unknown. The uri of these tūpuna and Ngāti Hāua continue to search for their remains and still desire to return them to their ancestral homelands.

5.9. On 16 September 1846, the day before he was executed, Mātene Ruta Te Whareaitu composed the following waiata tangi:

E rere rā e te aouru, tāu hōkai ana i runga rā,

Kaikawe kōrero ki te iwi ka wehea,

Nānā te punga i tuku ki raro waka,

Rehurehu ai ngā tuku ki a Kapiti rā,

Kia tangi au, homai kia ringia,

He puna wai kei aku kamo.

Transition the dawn within your expanse above,

Messenger to the people of my impending demise,

Setting the anchor of my waka (determining my fateful departure),

Tearfully obscuring the last tributes to Kapiti afar,

Initiating my heartfelt lament, permeating in the release

Of the pool of tears from mine eyes.

Pardons and recognition of character, mana, and reputation

5.10. Sections 8 and 9 of the draft settlement bill and part 3 record the Crown's treatment of Te Rangiātea and Mātene Ruta Te Whareaitu under martial law, including the exceptional harshness of their punishments arising from events in the Wellington region in 1846, and the resulting intergenerational stigma and mamae experienced by their uri and by Ngāti Hāua.

5.11. Te Rangiātea and Mātene Ruta Te Whareaitu are pardoned for their convictions, and their character, mana, and reputation, as well as that of their uri, are recognised.

6 TE HORANGAPAI - SETTLEMENT

ACKNOWLEDGEMENTS

6.1. Each party acknowledges that –

6.1.1. the Crown has set limits on what and how much redress is available to settle historical claims;

6.1.2. the negotiations were conducted in the spirit of cooperation and compromise; and

6.1.3. the other party has acted honourably and reasonably in relation to the settlement; and

6.1.4. it is not possible –

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

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

6.1.5. the significant compensation which Ngāti Hāua has forgone equates to a generous contribution to New Zealand's development that is over and above the contribution already made by Ngāti Hāua through the use of land and resources in the area of interest; and

6.1.6. the settlement is intended to enhance the ongoing relationship between Ngāti Hāua and the Crown (in terms of te Tiriti o Waitangi/the Treaty of Waitangi, its principles, and otherwise).

6.2. Ngāti Hāua acknowledge that, taking all matters into consideration (some of which are specified in clause 6.1), the settlement is fair and the best that can be achieved in the circumstances.

SETTLEMENT

6.3. Therefore, on and from the settlement date, –

6.3.1. the historical claims are settled; and

6.3.2. the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and

6.3.3. the settlement is final.

6.4. Except as provided in this deed or the settlement legislation, the parties' rights and obligations remain unaffected.

REDRESS

6.5. The redress, to be provided in settlement of the historical claims, –

6.5.1. is intended to benefit Ngāti Hāua collectively; but

6.5.2. may benefit particular members, or particular groups of members, of Ngāti Hāua if the governance entity so determines in accordance with the governance entity's procedures.

IMPLEMENTATION

6.6. The settlement legislation will, on the terms provided by sections [16] to [24] of the draft settlement bill, –

6.6.1. settle the historical claims; and

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

6.6.3. provide that the legislation referred to in section [18] of the draft settlement bill does not apply –

(a) to a redress property, the Raurimu Station property, the shared RFR land, or any exclusive RFR land; or

(b) for the benefit of Ngāti Hāua or a representative entity; and

6.6.4. require any resumptive memorial to be removed from any record of title for, a redress property, the Raurimu Station property, the shared RFR land, or any exclusive RFR land; and

6.6.5. provide that the maximum duration of a trust pursuant to the Trusts Act 2019 does not –

(a) apply to a settlement document; [or

(b) prescribe or restrict the period during which –

(i) the trustees of Te Whiringa Kākaho o Ngāti Hāua, being the governance entity, may hold or deal with property; and

(ii) Te Whiringa Kākaho o Ngāti Hāua may exist; and]

6.6.6. require the chief executive of the Office for Māori Crown Relations – Te Arawhiti to make copies of this deed publicly available.

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

EFFECT OF TE AWA TUPUA (WHANGANUI RIVER CLAIMS SETTLEMENT) ACT 2017

6.8. In clauses 6.9 to 6.13 –

6.8.1. **bed** has the meaning as given in section 7 of the Te Awa Tupua (Whanganui River Claims Settlement Act) 2017;

6.8.2. **disposal** for the purposes of clause 6.8.5 means the transfer of the fee simple estate in the land;

6.8.3. **licensed cadastral surveyor** has the meaning as given in section 4 of the Cadastral Survey Act 2002;

6.8.4. **notation** means a notation noted on the record of title for a property in accordance with section [20(5)] of the draft settlement bill;

6.8.5. **pre-transfer period** means, in respect of a deferred selection property or any RFR land, the period –

(a) commencing on the date that the governance entity and the Crown are treated as having –

(i) entered into an agreement for the sale and purchase of any deferred selection property in accordance with this deed; or

(ii) formed a contract for the disposal of any RFR land in accordance with the settlement legislation; and

(b) expiring on the date that the property is transferred to the governance entity (or any nominee, if relevant, in the case of RFR land) under this deed or the settlement legislation;

6.8.6. **Registrar-General** has the meaning as given in section 5(1) of the Land Transfer Act 2017;

6.8.7. **Te Awa Tupua** means the legal person created by section 14 of the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017; and

6.8.8. **Whanganui River** has the meaning as given in section 39 of the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017.

6.9. The settlement legislation will, on the terms provided by sections [20] and [21] of the draft settlement bill, provide that –

6.9.1. any part of the bed of the Whanganui River vested in Te Awa Tupua under the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017 that is included in the description of any land to be vested or transferred under this deed or the settlement legislation will not form part of the land that is vested or transferred; and

6.9.2. unless specifically provided for, nothing in the settlement legislation overrides the provisions of that Act, including the status under the Conservation Act 1987 or the Reserves Act 1977 of part of the bed of the Whanganui River declared under section 42(1) of the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017.

6.10. A list of redress properties and deferred selection properties to which section [20] of the draft settlement bill applies as at the date of this deed, is included in part [8] of the attachments.

6.11. If, at any time –

6.11.1. during the pre-transfer period for a property; and/or

6.11.2. while the governance entity (or its nominee, in the case of RFR land) is the registered owner of the property; and

6.11.3. the governance entity considers that the property may not include part of the bed vested in Te Awa Tupua,

the governance entity may, for the purposes of section [20(6)] of the draft settlement bill, request in writing for the Crown to obtain a certificate from a licensed cadastral surveyor that certifies that the property does not include part of the bed vested in Te Awa Tupua.

6.12. If the Crown receives a written request from the governance entity in accordance with clause 6.11, the Crown must promptly advise the governance entity whether the Crown considers –

6.12.1. that the property may not include part of the bed vested in Te Awa Tupua (in which case clause 6.13 will apply); or

6.12.2. that the property does include part of the bed vested in Te Awa Tupua (in which case no further action under this clause is required).

6.13. If the Crown considers that the property may not include part of the bed vested in Te Awa Tupua under clause 6.12.1, the Crown must, as soon as reasonably practicable —

6.13.1. engage a licensed cadastral surveyor to –

(a) confirm whether or not the property includes part of the bed vested in Te Awa Tupua; and

(b) if the surveyor confirms that the property does not include part of the bed vested in Te Awa Tupua, provide a certificate to the Crown to that effect; and

6.13.2. if provided with a certificate by the surveyor under clause 6.13.1(b), provide the certificate to the Registrar-General in order for the Registrar-General to effect the removal of the notation from the record(s) of title in accordance with section [20(7)], of the draft settlement bill.

7 MAI I TE KĀHUI MAUNGA KI TANGAROA

TE KAHUI MAUNGA, TE AWA TUPUA

E rere kau mai te Awa nui

Mai i te Kāhui Maunga ki Tangaroa

Ko au te Awa, ko te Awa ko au

The Great River flows

From the Mountains to the Sea

I am the River and the River is me

7.1. Ngāti Hāua view the Whanganui River, with its sources in Te Kāhui Maunga, as a living being, Te Awa Tupua; an indivisible whole incorporating its tributaries and all its physical and metaphysical elements from Te Kāhui Maunga to the sea.

7.2. Ngāti Hāua, together with other Whanganui Iwi, have common links in two principal ancestors, Paerangi and Ruatupua. Ruatupua draws lifeforce from the headwaters of the Whanganui River on Mount Tongariro and its tributaries which stretch down to the sea. The connection of the tributaries to form the Whanganui River is mirrored by the interconnection through whakapapa of the descendants of Ruatupua and Paerangi.

Ngā wai inuinu o Ruatupua ēnā

Ngā manga iti, ngā manga nui e honohono kau ana

Ka hono, ka tupu, hei awa

Hei Awa Tupua

Those are the drinking fonts of Ruatupua

The small and large streams which flow into one another

And continue to link, and swell until a river is formed

Te Awa Tupua

7.3. Ngāti Hāua have maintained consistently that they possessed, and exercised rights and responsibilities in relation to Te Awa Tupua and Te Kāhui Maunga in accordance with their kawa and tikanga and that their rights and interests have never been relinquished willingly.

"From the beginning, the River and the Mountains have been ONE."

The late Hikaia Amohia speaking of the relationship and connection between Ngāti Hāua with Te Awa Tupua and Te Kāhui Maunga.

7.4. Te Awa Tupua and Te Kāhui Maunga are central to the identity and existence of Ngāti Hāua and their health and wellbeing. The Whanganui River has provided both physical and spiritual sustenance to Ngāti Hāua from time immemorial. Referring to the paramount importance of Te Awa Tupua to its people, Ngāti Hāua tupuna, Titi Tihu stated:

"Ko te Awa te tuatahi, ko te Awa te tuarua."

Figure 26: Titi Tihu

7.5. Generations of Ngāti Hāua tūpuna have fought to have Ngāti Hāua's rights and responsibilities to Te Kāhui Maunga and Te Awa Tupua recognised and honoured by the Crown, including leaders such as Titi Tihu, Hikaia Amohia, Kevin Amohia and Tā Te Atawhai Archie Taiaroa.

"Whanganui Iwi have sought to preserve their rights, protested, petitioned the Crown and pursued their claims...before numerous Courts, tribunals .... such litigation has often seen issues narrowed such that they are almost unrecognisable in Māori terms."

The late Tā Te Atawhai Archie Taiaroa, (Ngāti Hāua/Ngāti Tū) describing the Whanganui Iwi perspective on their long running claims and litigation.

Figure 27: Tā Te Atawhai Archie Taiaroa

Figure 28: Hikaia Amohia (left) and Kevin Amohia (right)

7.6. Ngāti Hāua consider that their interests in the Tongariro National Park and the Whanganui National Park have never been adequately recognised by the Crown and that they have not had adequate opportunity to be involved in the management of the National Parks, as envisaged by the Te Tiriti relationship.

7.7. Tā Te Atawhai Archie Taiaroa further stated:

> At no time in our engagement with the Crown has there been a relationship based on the terms or the spirit of Te Tiriti. There is no partnership and sometimes barely even a relationship. Where there has been a relationship we have been relegated to the role of rebels, Hauhau, petitioners, submitters and objectors rather than Tiriti partners (Waitangi Tribunal, *He Whiri Taunoka: The Whanganui Land Report,* page 341).

7.8. Ngāti Hāua consider the legal boundaries and administrative frameworks created by the Crown in relation to both Whanganui National Park and Tongariro National Park to be artificial boundaries that inhibit the exercise of the kawa and tikanga of Ngāti Hāua in respect of Te Awa Tupua and Te Kāhui Maunga.

7.9. In the Te Awa Tupua Settlement, the Crown acknowledged that:

7.9.1. there will be future Treaty settlements with Whanganui Iwi groups in relation to lands within the Whanganui River catchment and with other iwi with interests in the Whanganui River;

7.9.2. those settlements will include consideration of matters relating to the Whanganui National Park and the Tongariro National Park in which parts of the Whanganui River are located; and

7.9.3. the parties agree to engage with each other and with other relevant iwi at the appropriate time to discuss the potential interrelationship between Te Pā Auroa nā Te Awa Tupua and any future arrangements being considered for the

Whanganui National Park or the Tongariro National Park and any related issues that need to be addressed.

Te Awa Tupua Settlement

7.10. Both Whanganui National Park and Tongariro National Park fall within the area covered by the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017.

Whanganui National Park

Aspirations for Ngāti Hāua for the Whanganui National Park

7.11. In 1980, the Crown began the process to establish the Whanganui National Park. In 1983, the Crown began consulting with Ngāti Hāua and discussions became intertwined with discussions that had been ongoing for decades about ownership of the Whanganui River and compensation for the destruction of eel weirs and the removal of gravel. Ngāti Hāua, together with other Whanganui iwi, maintained that the Whanganui River should not be included in the proposed Park until ownership of the Whanganui River was resolved.

7.12. Titi Tihu, together with Hikaia Amohia and Tā Te Atawhai Archie Taiaroa, met with the Minister of Lands, Jonathan Elworthy, in March 1983 to discuss concerns about the establishment of Whanganui National Park. These concerns included the legitimacy of the Crown's title to the land proposed for the Park, Māori involvement in the running of the Park, and the effect of the Park on the river claim.

7.13. In regard to the Whanganui National Park, Whanganui Iwi informed the Waitangi Tribunal that at one stage, Whanganui iwi proposed a board to manage the Park. Its members would include six Whanganui Māori (two from each of the three reaches of the river), who would oversee management of Māori historical sites, wāhi tapu, and urupā; protect traditional hunting, fishing, and gathering rights; and ensure Māori participation, employment, and training. Subsequent discussions centred around the inclusion of the Whanganui River in the Whanganui National Park and the role of Whanganui iwi, including Ngāti Hāua, in the management of the National Park. Whanganui iwi sought for the establishment of a Māori National Park, managed by Whanganui iwi.

Figure 29: Whanganui Māori at hui with the Minister of Lands, Koro Wetere, Ngāpūwaiwaha marae, Taumarunui, December 1985

7.14. In 1984 Whanganui iwi, including Ngāti Hāua, consented to the establishment of Whanganui National Park in principle as long they were involved in the management of the River and the Park and that their claim to the River and land in the park would not be prejudiced. In 1985, Cabinet approved in principle the establishment of the Park excluding the Whanganui River. In 1985, the Crown announced that the Park would be established and, the next day, Whanganui Māori removed their opposition to the creation of the Park.

7.15. In 1987, the Whanganui National Park was opened. Almost 7,000 acres of land included in the Whanganui National Park were lands compulsorily acquired by the Crown for scenic reserves in breach of the Treaty of Waitangi. It also includes land the Crown purchased in the nineteenth century in breach of the Treaty of Waitangi, including in the Waimarino block.

7.16. For generations, Ngāti Hāua have strived to hold the Crown to account for those acts and omissions that breached te Tiriti o Waitangi/the Treaty of Waitangi. Ngāti Hāua have filed many claims with the Waitangi Tribunal, and have had their grievances heard, reported on, and acknowledged by the Whanganui River inquiry, and the National Park (Wai 1130), Whanganui Lands (Wai 903), and Te Rohe Pōtae (Wai 898) district inquiries. In relation to the Whanganui National Park, the Waitangi Tribunal made the following findings:

7.16.1. that most of the Park came from three blocks, and the Crown breached te Tiriti o Waitangi/the Treaty of Waitangi in their acquisition;

7.16.2. that the Crown took almost 7,000 acres of Māori land for scenic reserves, many of which became part of the Whanganui National Park, and these takings breached te Tiriti o Waitangi/the Treaty of Waitangi;

7.16.3. a full partnership between Whanganui Māori and the Crown in the governance and management of the Whanganui National Park had not occurred, and breached te Tirit o Waitangii/the Treaty of Waitangi[1]

7.17. In relation to the Whanganui National Park, the Waitangi Tribunal made the following recommendations, that:

7.17.1. title to the land in the Whanganui National Park be transferred to iwi for the purposes of a national park;

7.17.2. a plan be developed under which Whanganui National Park transitions over a period of several years to joint governance and management by the Crown and Whanganui iwi, with tangata whenua as at least equal partners;

7.17.3. title to certain sites of special significance pass from the Crown to their traditional owners, with ancillary agreements and arrangements (including Crown funding) to secure environmental protection as necessary and appropriate; and

7.17.4. legislative change occurs as required to facilitate the new arrangements.[2]

Future Whanganui National Park negotiations

7.18. Ngāti Hāua have significant and unbreakable tāngata tiaki responsibilities in regard to the whenua and other taonga situated within the Whanganui National Park. The Park includes numerous Ngāti Hāua wāhi tāpu, pā, kāinga, mahinga kai and sites of significant cultural and spiritual importance.

7.19. Ngāti Hāua consider that the Crown has not honoured its commitments to Whanganui iwi, including Ngāti Hāua, in relation to the Whanganui National Park. As quoted by the Waitangi Tribunal, the late Tā Te Atawhai Archie Taiaroa had a vision that:

> "If the National Park can be jointly managed and this other land returned, and the earlier promises regarding work opportunities and development thereby fulfilled, it is my hope that opportunities will be created in tourism and other matters that will enable Māori communities up the River to be

[1] Waitangi Tribunal (2015) *He Whiritaunoka*, pp. 1236-37

[2] Waitangi Tribunal (2015) *He Whiritaunoka*, p. 1237

revitalised. These are the benefits that should properly be available to Whanganui iwi in return for the commitment of land to the National Park."

The late Tā Te Atawhai Archie Taiaroa, (Ngāti Hāua/Ngāti Tū) describing the Whanganui Iwi perspective on the Whanganui National Park.

7.20. Ngāti Hāua have a number of aspirations with respect to the Whanganui National Park negotiations including:

7.20.1. the ability of hapū and iwi with interests in the Whanganui National Park to exercise tino rangatiratanga in the area; and

7.20.2. values-based arrangement with the Crown in regard to the future arrangements for the Whanganui National Park.

7.21. The Crown acknowledges the significance and critical importance of the Whanganui National Park to Ngāti Hāua and that redress associated with the Park, to be negotiated collectively in a separate negotiation, is fundamental to Ngāti Hāua.

7.22. The settlement legislation will settle all Ngāti Hāua claims in relation to the Whanganui National Park. However, other than Crown apology redress, this deed does not provide for cultural redress by the Crown in relation to any of the historical claims that relate to the Whanganui National Park.

7.23. Cultural redress focusing on current and future arrangements for the Whanganui National Park will be a separate collective negotiation with Ngāti Hāua and other iwi who have interests in the Whanganui National Park.

7.24. The Crown is committed to collectively negotiating redress over the Whanganui National Park in good faith. The Crown is also committed to addressing the grievances of Ngāti Hāua in relation to Whanganui National Park.

Tongariro National Park

Aspirations of Ngāti Hāua for the Tongariro National Park

7.25. In 1887, the Crown purchased the western slopes of Ruapehu as part of its acquisition of the Waimarino block which was carried out in breach of the Treaty of Waitangi. In the same year, without any consultation with Ngāti Hāua, the Crown accepted what it considered to be a gift of the peaks of Tongariro, Ngāuruhoe, and part of Ruapehu from another iwi. Following the enactment of the Tongariro National Park Act 1894, the Crown purchased land around the peaks to include in the Park. In 1907, the Crown proclaimed the establishment of the 62,300-acre Tongariro National Park. The Crown has acknowledged that its failure to consult Ngāti Hāua before establishing the Park and its failure to include Ngāti Hāua in the ongoing management arrangements were breaches of the Treaty of Waitangi.

7.26. Ngāti Hāua seek recognition of their mana motuhake, and their tino rangatiratanga over their interests within the Tongariro National Park and have a number of aspirations with respect to the Park that include:

7.26.1. new and appropriate arrangements for the ownership and legal status of Te Kahui Maunga that recognise the intrinsic connection between Te Awa Tupua, Te Kāhui Maunga and Ngāti Hāua; and

7.26.2. tangata whenua and the Crown acting in partnership in the governance and integrated management of Te Kāhui Maunga, in accordance with the kawa, tikanga and values of Ngāti Hāua and other tangata whenua; and

7.26.3. appropriate protection and conservation of Te Kāhui Maunga, in keeping with Ngāti Hāua's kawa, tikanga and values.

7.27. In 2013, the Waitangi Tribunal released Te Kāhui Maunga – The National Park District Inquiry Report (Wai 1130). In relation to the Tongariro National Park, the Tribunal found that:

7.27.1. in failing to consult with Whanganui Māori with respect to the creation and establishment of the Tongariro National Park, the Crown breached the Treaty in a number of respects including, in particular, its duty to act fairly between Māori groups;

7.27.2. in legislating for the Tongariro National Park in 1984, the Crown failed to uphold its fundamental Treaty obligation to ensure that the interests of Whanganui Māori were protected, including their relationship with and kaitiakitanga of taonga, breaching its duties of good faith and active protection;

7.27.3. the Crown's failure regarding compensation for lands compulsorily acquired for the Park breached its duties of good faith, active protection, and Māori rights and privileges under Article 3.[3]

Future Tongariro National Park negotiations

7.28. The Crown acknowledges the significance and critical importance of the Tongariro National Park to Ngāti Hāua and that redress associated with the Park, to be negotiated collectively in a separate negotiation, is fundamental to Ngāti Hāua.

7.29. The settlement legislation will settle all Ngāti Hāua claims in relation to the Tongariro National Park. However, other than Crown apology redress, this deed does not provide for cultural redress by the Crown in relation to any of the historical claims that relate to the Tongariro National Park.

[3] Waitangi Tribunal (2013) *Te Kāhui Maunga: The National Park District Inquiry Report (Wai 1130),* p. 539

7.30. Cultural redress focusing on current and future arrangements for the Tongariro National Park will be negotiated separately and collectively with Ngāti Hāua and other iwi who have interests in the Tongariro National Park.

7.31. The Crown is committed to collectively negotiating redress over the Tongariro National Park in good faith. The Crown is also committed to addressing the grievances of Ngāti Hāua in relation to the Tongariro National Park.

8 NGĀTI HĀUATANGA - CULTURAL REDRESS

8.1. Despite the efforts of Ngāti Hāua tūpuna to maintain and protect Ngāti Hāua's tribal domain and resources, today Ngāti Hāua are virtually landless. Ngāti Hāua have faced numerous challenges with upholding their obligations as tāngata tiaki across the expanse of the Ngāti Hāua rohe, and with fostering its tribal identity, reo, mita (dialect), tikanga and cultural practices.

8.2. The cultural redress outlined in this deed is a result of Ngāti Hāua's determination and commitment to ensure the survival of Ngāti Hāua's tribal identity – kia toitū te mana whakaū nā Ngāti Hāua.

8.3. The lands returned under this settlement will enable Ngāti Hāua to re-establish its footprint across its tribal domain. Furthermore, this redress will honour the legacy of Ngāti Hāua tupuna who fought tirelessly for the return of such lands – I riro whenua atu, me hoki whenua mai – as land has been taken, so shall it be returned.

8.4. The Toitū te Whenua redress and partnerships will support Ngāti Hāua and will strengthen the ability of Ngāti Hāua to maintain their obligations as tāngata tiaki to the lands, rivers and mountains across their rohe – kia toitū te whenua.

8.5. The relationships established through Te Pua o Te Riri Kore, the restoration of names across the Ngāti Hāua landscape and cultural redress funding will support and reinvigorate Ngāti Hāua in their vision of self-determination, including thriving whānau, hapū and marae, keeping their traditions alive, celebrating who they are and preserving and maintaining their reo, kawa and tikanga. In the words of Julie Te Turi Ranginui, the importance of learning Ngāti Hāua kōrero in Ngāti Hāua reo is essential to the survival of Ngāti Hāua kōrero, traditions, kawa and tikanga. Ngāti Hāua intend that Te Pua o Te Riri Kore is a further contribution towards that vision.

CULTURAL REDRESS PROPERTIES

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

In fee simple

8.6.1. the fee simple estate in each of the following sites:

(a) Former Kākahi School property;

(b) Former Kirikau School property;

(c) Makakote property;

(d) Makere Te Uruweherua;

(e) Mangatiti Landing property;

(f) Maniniau ;

(g) Maraekōwhai property;

(h) Ngā Wai Heke ;

(i) Ōhura River property;

(j) Rangipuhia ;

(k) Rangiwhakarurua ;

(l) Taitua Street site A;

(m) Taitua Street site B;

(n) Tawhata property;

(o) Te Whiutahi ; and

In fee simple subject to an easement

8.6.2. the fee simple estate in Tūmoana subject to the governance entity granting Ruapehu District Council a registrable easement in gross for a right to drain sewage on the terms and conditions set out in part [8.1] of the documents schedule.

As a scenic reserve

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

(a) Aorangi property;

(b) Awahou property;

(c) Hawkin's Wetland property;

(d) Kākahi property;

(e) Kauhangaroa property;

(f) Kawautahi property;

(g) Koiro Farms property;

(h) Koiro property;

(i) Kouturoa property;

(j) Kururau property;

(k) Mangaoturu property;

(l) Matahānea;

(m) Motutara property;

(n) Ngamoturiki property;

(o) Ngataumata property;

(p) Ohinetonga property;

(q) Opatu property;

(r) Oruru property;

(s) Paparoa property;

(t) Pukeatua property;

(u) Puketōtara site B;

(v) Rangi property;

(w) Reremai;

(x) Rurumaiakatea;

(y) Tāngarākau Forest property;

(z) Tāngarākau property;

(aa) Tapui property;

(bb) Tatu site A;

(cc) Tatu site B;

(dd) Te Miro;

(ee) Waipahihi property;

(ff) Waitewhena property;

(gg) Whakapapa Island property;

(hh) Whangamōmona Forest property; and

As a scenic reserve

8.6.4. the fee simple estate in the following sites as a scenic reserve with Ruapehu District Council as the administering body (subject to the administering body changing in accordance with clause 8.13), as if appointed to control and manage the reserve under section 28 of the Reserves Act 1977:

(a) Ōwhango Domain property;

(b) Puketōtara site A; and

As a scenic reserve excluding the Crown stratum

8.6.5. the fee simple estate in the bed of Lake Pohoare, as a scenic reserve with the governance entity as the administering body, but excluding the Crown stratum above Lake Pohoare, being part of Rotokahu Scenic Reserve, which will remain vested in the Crown, remain a reserve, classified as a scenic reserve, and be administered by the Crown; and

As a recreation reserve

8.6.6. the fee simple estate in the following sites as a recreation reserve with Ruapehu District Council as the administering body (subject to the administering body changing in accordance with clause 8.13), as if appointed to control and manage the reserve under section 28 of the Reserves Act 1977:

(a) Matiere Domain property;

(b) Ōhura Bowling Club property.

As a recreation reserve subject to an easement

8.6.7. the fee simple estate in Ngā Huinga, as a recreation reserve which will vest in the governance entity, with Ruapehu District Council as the administering body (subject to the administering body changing in accordance with clause 8.13), as if appointed to control and manage the reserve under section 28 of the Reserves Act 1977, subject to the governance entity granting:

(a) Ruapehu District Council a registrable easement in gross for a right to convey water on the terms and conditions set out in part [8.2] of the documents schedule;

(b) the Crown a registrable right of way easement in gross on the terms and conditions set out in part [8.3] of the documents schedule; and

8.6.8. the fee simple estate in Takahirekareka, as a recreation reserve which will vest in the governance entity, with Ruapehu District Council as the administering body (subject to the administering body changing in accordance with clause 8.13), as if appointed to control and manage the reserve under section 28 of the Reserves Act 1977, subject to the governance entity granting Ruapehu District Council a registrable easement in gross for a right to drain sewage on the terms and conditions set out in part [8.4] of the documents schedule; and

8.6.9. the fee simple estate in Tuku Street Domain property, as a recreation reserve which will vest in the governance entity, with Ruapehu District Council as the administering body (subject to the administering body changing in accordance with clause 8.13), as if appointed to control and manage the reserve under section 28 of the Reserves Act 1977 subject to the governance entity granting Ruapehu District Council a registrable easement in gross for the following rights on the terms and conditions set out in part [8.5] of the documents schedule:

(a) right to drain water;

(b) right to drain sewage.

JOINT CULTURAL REDRESS PROPERTIES VESTED IN THE GOVERNANCE ENTITY AND THE TE KOROWAI O WAINUIĀRUA TRUST

8.7. The settlement legislation will, on the terms provided by sections [125], [128] and [142] of the draft settlement bill, provide that –

8.7.1. the fee simple estates in each of the Tahorapāroa property and the Taumatamāhoe property will vest in undivided half shares, with one half share of each estate vested in each of the following as tenants in common –

(a) the governance entity;

(b) the trustees of the Te Korowai o Wainuiārua Trust; and

8.7.2. each of the Tahorapāroa property and the Taumatamāhoe property will vest as a scenic reserve with the reserves to be administered by a joint management body comprising equal representatives appointed by the governance entity and the trustees of the Te Korowai o Wainuiārua Trust, and the Reserves Act 1977 will apply as if the reserves were vested in the body under section 26 of that Act; and

8.7.3. each of the Tahorapāroa property and the Taumatamāhoe property will vest on the later of the following dates –

(a) the settlement date; and

(b) the settlement date under the Te Korowai o Wainuiārua settlement legislation.

JOINT CULTURAL REDRESS PROPERTIES VESTED IN THE GOVERNANCE ENTITY AND TE NEHENEHENUI

8.8. The settlement legislation will, on the terms provided by sections [124], [127], [129] and [141] of the draft settlement bill, provide that –

8.8.1. on the settlement date –

(a) the fee simple estate in the Hikurangi property vests as a scenic reserve in the following entities as tenants in common:

(i) the governance entity as to an undivided quarter share; and

(ii) the trustees of Te Nehenehenui as to an undivided three quarter share; and

(b) the fee simple estate in the Tangitu property vests as a scenic reserve in the following entities as tenants in common:

(i) the governance entity as to an undivided half share; and

(ii) the trustees of Te Nehenehenui as to an undivided half share; and

(c) the fee simple estate Waihuka property vests as a scenic reserve in the following entities as tenants in common:

(i) the governance entity as to an undivided half share; and

(ii) the trustees of Te Nehenehenui as to an undivided half share; and

8.8.2. a joint management body will be established to be the administering body for the reserves listed in clause 8.8.1, and will be made up of members appointed by the governance entity and the trustees of Te Nehenehenui, and the Reserves Act 1977 will apply as if the reserves were vested in the body under section 26 of that Act.

JOINT CULTURAL REDRESS PROPERTIES VESTED IN THE GOVERNANCE ENTITY AND TE KĀHUI MARU TRUST: TE IWI O MARUWHARANUI

8.9. The settlement legislation will, on the terms provided by section [126] and [143] of the draft settlement bill, provide that on the settlement date –

8.9.1. the fee simple estate in the Tāngarākau marginal strip property will vest as undivided half shares, with one half share vested in each of the following as tenants in common:

(a) the governance entity; and

(b) the trustees of Te Kāhui Maru Trust: Te Iwi o Maruwharanui; and

8.9.2. the Tāngarākau marginal strip property will vest as a historic reserve to be administered by a joint management body comprising representatives appointed by the governance entity and the trustees of Te Kāhui Maru Trust: Te Iwi o Maruwharanui, and the Reserves Act 1977 will apply as if the reserves were vested in the body under section 26 of that Act.

PROVISIONS IN RELATION TO CERTAIN CULTURAL REDRESS PROPERTIES

Application of the Soil Conservation and Rivers Control Act 1941 in respect of Tūmoana

8.10. The settlement legislation will, on the terms provided in section [81(2)] of the draft settlement bill, provide that the vesting of Tūmoana does not affect the powers and responsibilities of Manawatū-Whanganui Regional Council under the Soil Conservation and Rivers Control Act 1941 to maintain, access, repair or construct, without charge, flood protection assets on the property, or access flood protection assets located on adjacent land.

Improvements in relation to specific properties

8.11. The settlement legislation will, on the terms provided in sections [103(6)], [151] and [152] of the draft settlement bill, provide that certain improvements in or on the following properties do not vest in the governance entity despite the vesting of those properties referred to in clauses, 8.6.4, 8.6.6 to 8.6.8 and 8.6.9:

8.11.1. Matiere Domain property;

8.11.2. Ngā Huinga;

8.11.3. Ōhura Bowling Club property;

8.11.4. Ōwhango Domain property;

8.11.5. Takahirekareka; and

8.11.6. Tuku Street Domain property.

RFR over Crown-owned building on Ngā Huinga

8.12. The settlement legislation will, on the terms provided in section [153] of the draft settlement bill, provide that if the Crown no longer wishes to own and occupy the building on Ngā Huinga identified as Area A on deed plan OMCR-006-032, it must offer it to the governance entity for purchase.

Change of administering body for certain reserve land

8.13. The settlement legislation will, on the terms provided in section [150] of the draft settlement bill, provide that, no later than 3 years after the settlement date, Ruapehu District Council will cease to be the administering body, and the governance entity will become the administering body, in relation to each of the following properties:

8.13.1. Matiere Domain property;

8.13.2. Ngā Huinga;

8.13.3. Ōhura Bowling Club property;

8.13.4. Ōwhango Domain property;

8.13.5. Puketōtara site A

8.13.6. Takahirekareka; and

8.13.7. Tuku Street Domain property.

PROVISIONS AFFECTING CULTURAL REDRESS PROPERTIES GENERALLY

8.14. Each cultural redress property is to be –

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

8.14.2. vested on the terms provided by –

(a) sections [65] to [153] of the draft settlement bill; and

(b) part 2 of the property redress schedule; and

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

(a) required by clause 8.6 to be provided by the governance entity; or

(b) required by the settlement legislation; and

(c) in particular, referred to by schedule [3] of the draft settlement bill.

TOITŪ TE WHENUA – INNATE CONNECTION WITH LAND

8.15. Ngāti Hāua have an innate connection to the natural world, which is connected to them through whakapapa. Ngāti Hāua look upon Papatūānuku as a provider who must be protected, safeguarded and nourished. These connections to the natural world have spiritual elements and whakapapa connections that manifest through the terms and practical observances of kawa such as ihi, tapu and mana and relationships with kaitiaki and taniwha. In the words of Hikaia Amohia, this close affinity to these sacred places necessarily involves, in the case of natural resources, a strong element of conservation as tāngata tiaki, to ensure that the rules of nature remain intact.

8.16. Through Te Pua o Te Riri Kore, and alongside Ruruku Whakatupua the Whanganui River settlement, Ngāti Hāua seek to strengthen their ability to exercise their obligations as tāngata tiaki across their rohe, including through partnerships with the Crown where appropriate – kia toitū te whenua, kia toitū te mana whakaū nā Ngāti Hāua. Ngāti Hāua have sought to do so through a suite of redress known as Toitū Te Whenua, comprising:

8.16.1. A Partnership Framework with Department of Conservation comprising:

(a) Te Whenu o Te Papa Atawhai – Conservation partnership agreement;

(b) A sites of significance framework; and

(c) A cultural materials plan;

8.16.2. Te Pou Taiao Joint Management Committee;

8.16.3. Area Of Interest Statement;

8.16.4. Membership of Tongariro-Taupō Conservation Board;

8.16.5. Te Tuanui – Overlay Classification;

8.16.6. Deed of Recognition;

8.16.7. Statutory Acknowledgements;

8.16.8. Statements of Association;

8.16.9. Nohoanga Entitlement;

8.16.10. Placement of Pou Whenua;

8.16.11. Mineral fossicking rights in relation to certain minerals; and

8.16.12. Changes to official geographic names.

PARTNERSHIP FRAMEWORK WITH DEPARTMENT OF CONSERVATION

8.17. The Minister of Conservation, Department of Conservation and the governance entity intend that the partnership framework will consist of –

8.17.1. Te Whenu o Te Papa Atawhai - a partnership agreement to –

(a) enable the Department of Conservation and the governance entity to maintain a positive, collaborative and enduring relationship into the future; and

(b) set out the working relationship between the Department of Conservation and Ngāti Hāua; and

8.17.2. a sites of significance framework under section 53 of the Conservation Act 1987 that will provide an opportunity for Ngāti Hāua to engage in the management of sites of significance to them on public conservation land; and

8.17.3. a cultural materials plan allowing Ngāti Hāua to authorise permitted gathering of materials for cultural use on specified public conservation land.

Te Whenu o Te Papa Atawhai / Conservation partnership agreement

8.18. The Minister of Conservation, Department of Conservation and the governance entity must, by or on the settlement date, sign a partnership agreement - Te Whenu o Te Papa Atawhai.

8.19. Te Whenu o Te Papa Atawhai guides the relationship and sets out how the Department of Conservation will interact with the governance entity with regard to the matters specified in it.

8.20. The partnership agreement will be in the form in part [1] of the documents schedule.

8.21. The parties acknowledge that the Department of Conservation and the governance entity will work together to maintain a positive, collaborative and enduring relationship in the future.

8.22. A failure by the Crown to comply with Te Whenu o Te Papa Atawhai is not a breach of this deed.

Cultural materials plan

8.23. The settlement legislation will, on the terms provided by sections [155] and [159] of the draft settlement bill, provide for the Minister of Conservation and the governance entity to, within five years of the settlement date (or such later date as the Minister and governance entity may agree), jointly develop and agree a cultural materials plan setting out –

8.23.1. how the governance entity will provide a member of Ngāti Hāua with written authorisations to collect the following cultural materials from within the area of interest:

(a) plants:

(b) plant materials; and

8.23.2. the circumstances in which Ngāti Hāua may possess dead protected wildlife.

Review and amendment

8.24. The governance entity may propose that new species/materials are included in the cultural materials plan on an incremental basis and the Minister of Conservation will engage with the governance entity on the feasibility of the proposal.

8.25. The Minister of Conservation will engage with the governance entity to amend the cultural materials plan –

8.25.1. if an unforeseen event (such as a fire) takes place that affects sites included in the plan;

8.25.2. if, through monitoring, it is found that the impacts of a harvest under the plan is having a significant negative impact on the values for which the affected conservation land is held;

8.25.3. if there is a change in the status of a species under the plan (including if it is classified as threatened or at risk); or

8.25.4. from time to time by agreement of the governance entity and the Minister of Conservation.

8.26. The cultural materials plan will be reviewed in whole at least once every five years, but will continue to confer the ability of the governance entity to enable members of Ngāti Hāua to gather cultural materials as contemplated by clause 8.23.

Sites of significance/wāhi tapu framework

8.27. The Department of Conservation recognises that there are wāhi tapu and wāhi taonga and other places of cultural and historical significance to Ngāti Hāua within the Area of Interest.

8.28. The parties have agreed to work together to develop a sites of significance framework through the powers of the Director-General of Conservation under section 53 of the Conservation Act 1987 within [five] years of the settlement date (or such later date as the Department and governance entity may agree).

8.29. The framework will provide a way for Ngāti Hāua to engage in the management of sites of significance to them on public conservation land across their area of interest, excluding the Whanganui and Tongariro National Parks.

TE POU TAIAO JOINT MANAGEMENT COMMITTEE

Interpretation

8.30. In clause 8.31 "**Te Pou Taiao area**" means, collectively, the following:

8.30.1. Hunua Conservation Area (to be reclassified as a scenic reserve named [Hunua] Scenic Reserve);

8.30.2. Kokaka Conservation Area (to be reclassified as a scenic reserve named [Kokaka] Scenic Reserve)

8.30.3. Mangaorakei North Scenic Reserve;

8.30.4. Opura Conservation Area (to be reclassified as a scenic reserve named [Opura] Scenic Reserve);

8.30.5. Papapotu Scenic Reserve;

8.30.6. Part Motutara Scenic Reserve;

8.30.7. Part Neilsons Conservation Area (to be reclassified as a scenic reserve named [Neilsons] Scenic Reserve);

8.30.8. Part Opatu Conservation Area (to be reclassified as a scenic reserve named [Opatu] Scenic Reserve);

8.30.9. Part Pukeatua Conservation Area (to be reclassified as a scenic reserve named [Pukeatua (No 2)] Scenic Reserve);

8.30.10. Part Rotokahu Scenic Reserve;

8.30.11. Pukeatua Scenic Reserve;

8.30.12. Retaruke Scenic Reserve;

8.30.13. Te Ruahine Scenic Reserve; and

8.30.14. Wall Scenic Reserve.

Te Pou Taiao joint management committee established

8.31. The settlement legislation will, on the terms provided by sections [173] to [192] of the draft settlement bill, provide –

8.31.1. that the Te Pou Taiao area is described in schedule [4 (Part 2)] of the draft settlement bill;

8.31.2. that Te Pou Taiao be established as a joint management committee to exercise the powers and functions set out in this clause 8.31 in relation to the Te Pou Taiao area;

Purpose of Te Pou Taiao

8.31.3. that the purpose of Te Pou Taiao is –

(a) **Kia toitū te mana me te mouri o te ao tūroa e tū nei**, ensuring, as far as possible, the survival and preservation of the natural world and its relationship with its communities, by —

(i) maintaining and promoting the mouri ora of the Te Pou Taiao area;

(ii) maintaining the kawa ora in respect of the Te Pou Taiao area;

(iii) promoting and giving expression to the relationship of Ngāti Hāua and their kawa, tikanga, and ritenga with the Te Pou Taiao area; and

(b) to promote the purposes for which the scenic reserves in the Te Pou Taiao area are classified under section 19 of the Reserves Act 1977.

Core non-revocable powers and functions of Te Pou Taiao

8.31.4. that the core powers and functions of Te Pou Taiao will be to:

(a) provide strategic oversight, guidance, and advice to the Minister of Conservation, the Director-General of Conservation, and the governance entity on conservation matters affecting the Te Pou Taiao area, including:

(i) opportunities for enhancing Ngāti Hāua conservation outcomes and other conservation outcomes;

(ii) opportunities for Ngāti Hāua to exercise their responsibilities as tāngata tiaki to enhance conservation outcomes;

(iii) any other matters pertinent to —

A. the effective exercise by Ngāti Hāua of their responsibilities as tāngata tiaki; and

B. conservation management of the Te Pou Taiao area; and

(b) exercise functions in relation to the preparation of the relevant reserve management plan(s) as set out in clause 8.31.13; and

(c) without limiting clause 8.31.4(a) provide guidance and advice:

(i) on any conservation management strategy that affects the Te Pou Taiao area;

(ii) on the preparation of statutory planning documents prepared by the Minister of Conservation or the Director-General of Conservation that affect the Te Pou Taiao area; and

(iii) on annual planning, including annual conservation priorities, in relation to the Te Pou Taiao area;

8.31.5. that the powers and functions set out in clause 8.31.4 may not be revoked by the Minister of Conservation;

8.31.6. that Te Pou Taiao may provide written advice to one or more of the following persons on any conservation matter that affects the Te Pou Taiao area:

(a) the Minister of Conservation;

(b) the Director-General of Conservation;

(c) the governance entity;

Requirements of the Minister of Conservation and the Director-General of Conservation in regard to Te Pou Taiao core powers and functions

8.31.7. that the Minister of Conservation and the Director-General of Conservation will be required to consult with, and have regard to the views, decisions and advice of, Te Pou Taiao in relation to conservation matters affecting the Te Pou Taiao area;

8.31.8. that the Director-General of Conservation must, in particular, consult with, and have regard to, the decisions and advice of Te Pou Taiao in relation to –

(a) the preparation of statutory planning documents (for example, conservation management strategies); and

(b) annual planning, including annual conservation priorities;

Secondary revocable powers and functions of Te Pou Taiao

8.31.9. that, within 12 months of the settlement date, the following powers in respect of the Te Pou Taiao area granted to the Minister of Conservation, administering bodies and/or the Commissioner (as that term is defined in section 2 of the Reserves Act 1977) under the following provisions of the Reserves Act 1977 will be delegated, in writing, to Te Pou Taiao:

(a) Section 42(1) – delegation of the Minister's power to give or decline express written consent to the cutting or destruction of trees and bush on the reserves, subject to such terms and conditions as Te Pou Taiao may determine. This delegation will apply to exotic trees and bush. For the cutting or destruction of native trees and bush on the reserves, prior approval of the Minister must be obtained by Te Pou Taiao;

(b) Section 46(2) – delegation of the power to grant the right to bury or inter remains of deceased Māori within ancestral burial grounds contained within the reserves, where such locations have been approved by the Minister;

(c) Section 49 – delegation of the Minister's power to grant or decline to grant in writing, to any qualified person a right to take specified specimens of flora or fauna or rock mineral or soil from the reserves for scientific or educational purposes, provided the taking does not unduly deplete the number of any species, damage ecological associations, or damage the values of the reserve. This delegation would include the ability to form an opinion as to whether a qualified person has the necessary credentials to carry out a taking for scientific or educational purposes;

(d) Section 50(1) – delegation of the Minister's power to authorise or decline to authorise any person to take and kill any kind of specified fauna that may be found in the reserves, including the power to impose conditions on the authorisation. This delegation includes the power to authorise the use of firearms, traps, nets or other like objects for that purpose and will only apply to non-protected exotic fauna;

(e) Section 51(1) – delegation of the Minister's power to authorise or decline to authorise in writing the introduction of indigenous flora or fauna into the reserve, having due regard to the principles set out in section 19 (scenic reserves) of the Reserves Act 1977. Authorisations can only be granted, if provided for or contemplated in an approved management plan;

(f) Section 59A – delegation of the Minister's power to make concession decisions relating to the Te Pou Taiao area. This delegation will not extend to decisions on applications by the governance entity or any related subsidiary;

(g) Section 45 – delegation of administering body power to, with the prior approval of the Minister, erect, or authorise any voluntary organisation or educational institution to erect, shelters, huts, cabins, lodges, and similar resting or sleeping accommodation on the reserves for the purpose stated in this provision. This delegation would only apply where the use is provided for or contemplated in an approved management plan;

(h) Section 55(1) – delegation of the following powers of an administering body, where such decisions are provided for or contemplated in an approved management plan:

(i) decide it is necessary or desirable to enclose the reserves or any part(s) of the reserves to improve or allow to regenerate, and to improve the reserve or part(s) or allow them to regenerate, provided that the prior approval of the Minister must be obtained to any planting of trees or shrubs;

(ii) prohibit the public from entering or encroaching on any part of the reserves being improved or allowed to regenerate;

(iii) subject to section 42 (Preservation of trees and bush) of the Reserves Act 1977, lay out and construct footpaths and driveways necessary for the management of the reserves or enable public use and enjoyment; and

(iv) make, stop, divert, widen, or alter any bridges, ways or watercourses in, upon, through, across, or over any part of the reserve, subject to the payment of compensation for damage

thereby to adjacent lands (subject to the Resource Management Act 1991);

(i) Section 55(2) – delegation of following powers of an administering body to open portions of the reserves for the specified purposes, where such purposes are provided for or contemplated in an approved management plan:

(i) with the prior consent of the Minister, and having regard to the conservation of natural vegetation and features, enclose any open parts of the reserve which the administering body may decide is necessary or desirable to lay down or renew in grass or graze;

(ii) prohibit the public from entering or encroaching on any part laid down, renewed, or grazed in accordance with (i) above;

(iii) subject to any lease or licence granted pursuant to section 56(1)(b) of the Reserves Act 1977, prohibit or regulate the carrying on of any trade, business, or occupation within the reserves;

(iv) with the prior consent of the Minister and having regard to the conservation of natural vegetation and features, set apart any areas for gardens, baths, picnic ground, camping grounds, parking, or mooring necessary for the convenience of the public using the reserves or for facilities and amenities necessary for public use, and construct or develop these facilities;

(v) with the prior consent of the Minister, erect buildings and other structures on such terms as to plans, size, structure, situation, and otherwise;

(vi) with the prior consent of the Minister, and subject to the Resource Management Act 1991, and having regard to conserve the natural beauty of any sea, lake, river or stream bounding or within the reserve, do all such things it considers necessary, including the erection of buildings and structures for public use, to enable public benefit and enjoyment; and

(vii) with the prior consent of the Minister, set apart and use any part of the reserve as sites for residences for officers or servants, or for rangers, and for other buildings and structures necessary for the proper and beneficial management, administration, and control of the reserves, and for the protection, maintenance, and wellbeing of the reserves;

(j) Section 56(1) – delegation of the power to, with the prior consent of the Minister and to the extent necessary to give effect to the principles set out in section 19 (scenic reserves) of the Reserves Act 1977, and where provided for or contemplated by an approved management plan:

(i) lease to any person, body, voluntary organisation or society any area set apart under section 55(2)(d), subject to the provisions set out in Schedule 1 of the Reserves Act 1977 relating to leases of scenic reserves; and

(ii) grant leases or licences for the carrying on of any trade, business, or occupation on any specified site within the reserve, subject to the provisions set out in Schedule 1 of the Reserves Act 1977 and provided that it is necessary to enable the public to obtain the benefit and enjoyment of the reserve or for the convenience of persons using the reserve. The Minister's prior consent shall not be required where the lease or licence is temporary with a term of less than 6 consecutive days;

(k) Section 74(1)(b)(i) – delegation of the power to grant licences under section 74(2), provided that a licence to occupy shall not be granted without the consent of the Minister; and

(l) Section 74(2) – delegation of the power to decide it is necessary or desirable for the management of the reserves for the purpose for which it is classified, to grant licences to occupy the reserves for grazing, gardening, or other similar purposes, or cutting, felling or removing timber or flax, or to win and remove timber or flax or to win and remove kauri gum;

8.31.10. that the powers delegated to Te Pou Taiao pursuant to clause 8.31.9 are subject always to:

(a) the applicable reserve classification under the Reserves Act 1977 of the relevant part of the Te Pou Taiao area; and

(b) any restriction, requirement or prior approval set out in subclauses 8.31.9(a) to 8.31.9(l) or otherwise set out in the relevant section(s) of the Reserves Act 1977 referred to in those subclauses;

8.31.11. that the Minister of Conservation will have the power to —

(a) revoke or alter any of the delegations set out in clause 8.31.9; and

(b) exercise a power delegated to Te Pou Taiao under clause 8.31.9,

provided that in either case, the Minister has first consulted with Te Pou Taiao and the governance entity;

Ancillary activities

8.31.12. that Te Pou Taiao may undertake the following ancillary activities in relation to the Te Pou Taiao area:

(a) Identifying opportunities for enhancing conservation outcomes in respect of the Te Pou Taiao area, and engaging tangata whenua, the local community and others in that work;

(b) Supporting new and existing partnerships;

(c) Advocating for enhancing conservation outcomes;

(d) Provision of public information and education about the Te Pou Taiao area;

(e) Fostering community support for the Te Pou Taiao area, including community understanding of Ngāti Hāua associations and values;

Reserve management plan

8.31.13. that Te Pou Taiao must prepare a draft management plan (a reserve management plan) for the Te Pou Taiao area to submit to the Minister and the governance entity for approval;

8.31.14. that section 41 of the Reserves Act 1977 applies to the preparation and approval of the reserve management plan —

(a) to the extent that that section is not inconsistent with this clause 8.31; and

(b) with the necessary modifications, including that references to the Minister be read as references to that Minister and the governance entity acting jointly;

8.31.15. that the Director-General of Conservation must fund and provide administrative support for the preparation of the reserve management plan;

8.31.16. that the Director-General of Conservation and the governance entity (as the case may be) will carry out operational activities in accordance with the relevant conservation management strategy that applies to the Te Pou Taiao area until the reserve management plan is approved under this clause 8.31.

Preparation and content of the operational plan

8.31.17. that the operational management of the Te Pou Taiao area will be undertaken by the Director-General of Conservation and the governance entity in respect of activities provided in clause 8.31.20;

8.31.18. that the Director-General of Conservation must prepare and approve a draft operational plan that indicates the priorities for operational activities over a period of up to 3 years in order to identify activities to implement the reserve management plan, and to identify the Crown funding available for those activities;

8.31.19. that before the Director-General of Conservation approves the draft operational plan, he or she must, —

(a) within a reasonable timeframe, provide the draft operational plan to the governance entity and Te Pou Taiao for comment; and

(b) have regard to the views of the governance entity and Te Pou Taiao when approving the plan;

8.31.20. that the operational plan must identify any opportunities for the governance entity to undertake operational management activities in respect of the Te Pou Taiao area, where such activities have been agreed between the Director-General of Conservation and the governance entity;

8.31.21. that the Director-General of Conservation retains discretion over which operational activities are funded by the Director-General of Conservation and the amount of any funding provided by the Director-General of Conservation under the operational plan, however, Te Pou Taiao and/or the governance entity may, seek funding from any source for a specific project it undertakes;

8.31.22. that the Director-General of Conservation, and the governance entity (if it is identified in the plan under clause 8.31.18) must carry out operational management activities in accordance with —

(a) any current reserve management plan; and

(b) any current operational plan;

8.31.23. that the operational plan may be prepared before the reserve management plan is approved under section 41 of the Reserves Act 1977, but must not be approved before the approval of the reserve management plan;

8.31.24. that the Director-General of Conservation may from time to time, as the Director-General of Conservation thinks necessary, review and amend the operational plan. If the Director-General of Conservation does carry out a

review or revision, clause 8.31.19 will apply, unless the revision is minor or of a technical nature, in which case the Director-General of Conservation may instead notify Te Pou Taiao and the governance entity of the change in writing;

Appointment of members to Te Pou Taiao

8.31.25. that Te Pou Taiao will consist of four members to be appointed by the Minister of Conservation comprising –

(a) two members to be nominated by the governance entity; and

(b) two members to be nominated by the Director-General of Conservation;

8.31.26. that the chair of Te Pou Taiao will be appointed by the governance entity, and that person must be an existing member of Te Pou Taiao;

8.31.27. that each party will consult with the other about the potential nominees before confirming their own nominees to the Minister of Conservation and reasonable consideration will be given to any feedback received on the potential nominees of the other party;

8.31.28. that each party will give notice in writing to the other of their nominees provided to the Minister of Conservation for any appointment under clause 8.31.25;

8.31.29. that each member of Te Pou Taiao:

(a) will be appointed for a term of five years; and

(b) may be reappointed for further terms in accordance with clauses 8.31.25 to 8.31.29;

8.31.30. that where a member vacates their seat on Te Pou Taiao, Te Pou Taiao shall, as soon as reasonably practicable, notify the governance entity and the Director-General of Conservation, and the party that nominated the vacating member under clause 8.31.25, shall nominate another person to be a member, to be appointed by the Minister of Conservation, for the remainder of the vacating member's term;

8.31.31. that the Director-General of Conservation will give public notice of any appointment under clauses 8.31.25 and 8.31.30 by way of notice in *the Gazette*;

Requirements for operation of Te Pou Taiao

8.31.32. that the conduct and procedures of Te Pou Taiao will take into account Ngāti Hāua tikanga and values;

8.31.33. that in the exercise of its functions and powers Te Pou Taiao will work and act in good faith and will give effect to the principles of te Tiriti o Waitangi/the Treaty of Waitangi as required under section 4 of the Conservation Act 1987; for example, when preparing a relevant reserve management plan;

Administrative support for Te Pou Taiao

8.31.34. that if an application for a concession is received after the powers set out in clause 8.31.9 have been delegated to Te Pou Taiao under section [178] of the draft settlement bill, the Director-General of Conservation must —

(a) inform Te Pou Taiao that the application has been received; and

(b) carry out the administrative processes required by the Reserves Act 1977 to enable Te Pou Taiao to process the application in accordance with **[**the relevant provisions of this clause 8.31 and the draft settlement bill**]**;

Concession revenue from activities within the Te Pou Taiao area

8.31.35. that concession revenue for an activity within the Te Pou Taiao area must be:

(a) paid into a Crown bank account; and

(b) be applied within and for the benefit of the Te Pou Taiao area[11];

Funding and remuneration

8.31.36. that the members of Te Pou Taiao are entitled to receive remuneration by way of salary, fees, or otherwise and travelling allowances or travelling expenses in accordance with the Fees and Travelling Allowances Act 1951 incurred in acting as members of Te Pou Taiao, as if Te Pou Taiao were a statutory Board within the meaning of that Act;

8.31.37. that the Crown will meet the reasonable administrative costs and expenses of Te Pou Taiao;

8.31.38. that the Crown will fund the development of the reserve management plan(s) referred to in clause 8.31.4(b). This will include funding for the reasonable costs of independent consultants who may be required to provide subject matter expertise that the governance entity or the Department of Conservation cannot otherwise provide. This could include, for example, specific natural, cultural, historic, and recreational advice or information, actual plan preparation and drafting, te reo Māori translation of part or all of the reserve management

[11] Note for explanatory purposes – relates to Crown owned reserves and requires agreement from other Department teams and Treasury ahead of Ministers' decisions.

plan(s), graphics, artwork, design services, communications and engagement services, and project management and administrative support;

Procedures and meetings of the Te Pou Taiao

8.31.39. that Te Pou Taiao must regulate its own procedure, subject to the following limitations:

(a) Te Pou Taiao can only make decisions with the agreement of all of the members who are present and voting at a meeting;

(b) Te Pou Taiao must hold its first meeting no later than eighteen months after the settlement date;

(c) Te Pou Taiao must meet as required to perform its functions, but no less than twice a year unless Te Pou Taiao agrees otherwise;

(d) a person may attend a meeting of Te Pou Taiao in place of a member if appointed to do so by the member;

8.31.40. that quorum requirements at any meeting of Te Pou Taiao, are set out in part [3] of schedule [4] of the draft settlement bill;

Future management arrangements may be agreed for other Scenic Reserves

8.31.41. that after the settlement date –

(a) Te Pou Taiao, the governance entity and the Minister of Conservation may, by agreement in writing, identify other scenic reserves administered by the Department of Conservation in respect of which they consider Te Pou Taiao should exercise powers and functions for the purposes set out in clause 8.31.3; and

(b) Te Pou Taiao may apply to the Minster of Conservation to be appointed to exercise those powers and functions set out clauses 8.31.4 to 8.31.24, in relation to those scenic reserves; and

(c) the Minister of Conservation may, by notice in *the Gazette*, appoint Te Pou Taiao to exercise those powers and functions in relation to those scenic reserves; and

(d) **[**upon giving notice in *the Gazette* the applicable reserve management plan and any applicable operational plan must be amended at the earliest opportunity, to include those scenic reserves;**]**

Crown protected area names

8.32. The settlement legislation will, on the terms provided by section [174] of the draft settlement bill, provide that –

8.32.1. the name of Hunua Conservation Area is changed to [Hunua] Scenic Reserve;

8.32.2. the name of Kokaka Conservation Area is changed to [Kokaka] Scenic Reserve;

8.32.3. the name of [Part] Neilsons Conservation Area is changed to [Neilsons] Scenic Reserve;

8.32.4. the name of [Part] Opatu Conservation Area is changed to [Opatu] Scenic Reserve;

8.32.5. the name of Opura Conservation Area is changed to [Opura] Scenic Reserve;

8.32.6. the name of [Part] Pukeatua Conservation Area is changed to [Pukeatua (No 2)] Scenic Reserve.

AREA OF INTEREST STATEMENT

8.33. In clause 8.34 **specified conservation management strategy** means each existing and future conservation management strategy put in place under part 3A of the Conservation Act 1987, that affects the area of interest, including the following conservation management strategies:

(a) Tongariro-Taupō;

(b) Taranaki-Whanganui; and

(c) Waikato.

8.34. The settlement legislation will, on the terms set out in section [171] of the draft settlement bill, provide that on and from the settlement date, the Director-General of Conservation will attach the Ngāti Hāua Area of Interest Statement to each specified conservation management strategy, and it must be attached to all future versions of the specified conservation management strategy.

8.35. The Ngāti Hāua Area of Interest Statement is set out in part [2] of the documents schedule.

Effect of Ngāti Hāua Area of Interest Statement

8.36. The settlement legislation will, on the terms set out in section [172] of the draft settlement bill, provide that, when exercising a statutory power, function, or duty under legislation

specified in section [172] of the draft settlement bill, the Minister of Conservation or Director-General of Conservation (as the case may be) may, but is not required to, have regard to the Ngāti Hāua Area of Interest Statement.

Amendment of Ngāti Hāua Area of Interest Statement

8.37. Following the settlement date, the governance entity may approach the Crown to amend the Ngāti Hāua Area of Interest Statement, which may, with the agreement of the Crown, be given effect to under a deed to amend this deed.

MEMBERSHIP FOR TONGARIRO-TAUPŌ CONSERVATION BOARD

8.38. In clauses 8.38 to 8.41, –

8.38.1. **Tongariro-Taupō Conservation Board** and **Board** means the Board established under Part 2A of the Conservation Act 1987 whose area of jurisdiction includes part of the Ruapehu region within the area of interest; and

8.38.2. **Whanganui Iwi** means the iwi or group of iwi as represented by and acting through the trustees of the following entities:

(a) Te Tōtarahoe o Paerangi:

(b) the Whanganui Land Settlement Negotiation Trust, and when that entity is succeeded by a post-settlement governance entity, that post-settlement governance entity:

(c) the Te Korowai o Wainuiārua Trust:

(d) Te Whiringa Kākaho o Ngāti Hāua.

8.39. The Minister of Conservation must, on the nomination of the governance entity, appoint one member of the Tongariro-Taupō Conservation Board for a term of three years and for as many subsequent terms until clause 8.40 applies.

8.40. The term of the appointee will terminate at the earlier of –

8.40.1. the settlement of the historical Tiriti o Waitangi/Treaty of Waitangi claims of all Whanganui Iwi with an interest in the area within the jurisdiction of the Board; or

8.40.2. the settlement of the collective Tongariro National Park negotiations, if the membership of the Board is changed as a result of those negotiations.

8.41. The parties consider that the most appropriate time to reconsider Whanganui Iwi representation on the Tongariro-Taupō Conservation Board is at the settlement date of the last Whanganui Iwi with interests in the area within the jurisdiction of the Board. The

collective Tongariro National Park negotiations may also consider the membership of the Board.

TE TUANUI - OVERLAY CLASSIFICATION

8.42. The settlement legislation will, on the terms provided by sections [46] to [60] of the draft settlement bill, –

8.42.1. declare the following area to be Te Tuanui area subject to Te Tuanui:

(a) Part Tongariro Conservation Area (as shown on deed plan OMCR-006-066; and

8.42.2. provide the Crown's acknowledgement of the statement of Ngāti Hāua values in relation to Te Tuanui area; and

8.42.3. require the New Zealand Conservation Authority, or a relevant conservation board, –

(a) when considering a conservation document in relation to Te Tuanui area, to have particular regard to the statement of Ngāti Hāua values and the protection principles for Te Tuanui area; and

(b) before approving a conservation document, in relation to Te Tuanui area, to –

(i) consult with the governance entity; and

(ii) have particular regard to its views as to the effect of the document on the statement of Ngāti Hāua values and the protection principles for the area; and

8.42.4. require the Director-General of Conservation to take action in relation to the protection principles; and

8.42.5. enable the making of regulations and bylaws in relation to Te Tuanui area.

8.43. The statement of Ngāti Hāua values, the protection principles, and the Director-General of Conservation's actions are in part [3] of the documents schedule.

DEED OF RECOGNITION

8.44. The Crown must, by or on the settlement date, provide the governance entity with a copy of the deed of recognition, signed by the Minister of Conservation and the Director-General of Conservation, in relation to the following areas:

(a) Kawautahi Scenic Reserve (as shown on deed plan OMCR-006-074);

(b) Marginal Strip – Whakapapa River (as shown on deed plan OMCR-006-079);

(c) Motutara Scenic Reserve (as shown on deed plan OMCR-006-082);

(d) Part Mohakatino Conservation Area (as shown on deed plan OMCR-006-080);

(e) Part Tāngarākau Forest Conservation Area (as shown on deed plan OMCR-006-101;

(f) Part Tāngarākau Forest Conservation Area (Pūtikituna Pā) (as shown on deed plan OMCR-006-102);

(g) Tāngarākau Scenic Reserve (as shown on deed plan OMCR-006-103);

(h) Te Maire Scientific Reserve (as shown on deed plan OMCR-006-106); and

(i) Whangamōmona Scenic Reserve (as shown on deed plan OMCR-006-114).

8.45. Each area that the deed of recognition relates to includes only those parts of the area owned and managed by the Crown.

8.46. The deed of recognition will provide that the Minister of Conservation and the Director-General of Conservation must, if undertaking certain activities within an area that the deed relates to, –

8.46.1. consult the governance entity; and

8.46.2. have regard to its views concerning Ngāti Hāua's association with the area as described in a statement of association.

FORM AND EFFECT OF DEED OF RECOGNITION

8.47. The deed of recognition will be –

8.47.1. in the form in part [5] of the documents schedule; and

8.47.2. issued under, and subject to, the terms provided by sections [41] to [45] of the draft settlement bill.

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

STATUTORY ACKNOWLEDGEMENT

8.49. The settlement legislation will, on the terms provided by sections [32] to [40] and [42] to [45] of the draft settlement bill, –

8.49.1. provide the Crown's acknowledgement of the statements by Ngāti Hāua of their particular cultural, spiritual, historical, and traditional association with the following areas:

(a) Hawkin's Wetland Scenic Reserve (as shown on deed plan OMCR-006-067);

(b) Hikumutu Scenic Reserve (as shown on deed plan OMCR-006-068);

(c) Hukapapa Conservation Area (as shown on deed plan OMCR-006-069);

(d) Hunua Scenic Reserve (formerly Hunua Conservation Area) (as shown on deed plan OMCR-006-070);

(e) Kaituna No. 2 Scenic Reserve (as shown on deed plan OMCR-006-071);

(f) Kakahi Conservation Area (as shown on deed plan OMCR-006-072);

(g) Kakahi Scenic Reserve (as shown on deed plan OMCR-006-073);

(h) Kawautahi Scenic Reserve (as shown on deed plan OMCR-006-074);

(i) Kirikau No. 4 Scenic Reserve (as shown on deed plan OMCR-006-075);

(j) Kirikau No. 5 Scenic Reserve (as shown on deed plan OMCR-006-076);

(k) Kokakonui Scenic Reserve (as shown on deed plan OMCR-006-077);

(l) Lairdvale Scenic Reserve (as shown on deed plan OMCR-006-078);

(m) Marginal Strip – Whakapapa River (as shown on deed plan OMCR-006-079);

(n) Part Mohakatino Conservation Area (as shown on deed plan OMCR-006-080);

(o) Part Moki Conservation Area (as shown on deed plan OMCR-006-081);

(p) Motutara Scenic Reserve (as shown on deed plan OMCR-006-082);

(q) Neilsons Scenic Reserve (formerly Part Neilsons Conservation Area) (as shown on deed plan OMCR-006-083);

(r) Ohinepane Recreation Reserve (as shown on deed plan OMCR-006-084);

(s) Ohinetonga Scenic Reserve (as shown on deed plan OMCR-006-085);

(t) Okahukura Scenic Reserve (as shown on deed plan OMCR-006-086);

(u) Opatu Scenic Reserve (formerly Part Opatu Conservation Area) (as shown on deed plan OMCR-006-087);

(v) Otunui Conservation Area (as shown on deed plan OMCR-006-088;

(w) Owhango Domain Recreation Reserve (as shown on deed plan OMCR-006-089);

(x) Paorae Scenic Reserve (as shown on deed plan OMCR-006-090);

(y) Papapotu Scenic Reserve (as shown on deed plan OMCR-006-091);

(z) Parapara Scenic Reserve (as shown on deed plan OMCR-006-092);

(aa) [Pukeatua (No 2)] Scenic Reserve (formerly Part Pukeatua Conservation Area) (as shown on deed plan OMCR-006-093);

(bb) Puna Wai (as shown on deed plan OMCR-006-094) comprising the following:

(i) Heao Puna (located within Waiaraia Scenic Reserve)

(ii) Moetohunga Puna (located within Pokoera Scenic Reserve)

(iii) Pohoare Puna (located within Rotokahu Scenic Reserve)

(iv) Rere Taruke Puna (located within Erua Conservation Area)

(v) Tāngarākau Puna (located within Waitaanga Conservation Area)

(vi) Tangitū Puna 1 (located within Tangitu Scenic Reserve)

(vii) Tangitū Puna 2 (located within Tangitu Scenic Reserve)

(viii) Tangitū Puna 3 (located within Tangitu Scenic Reserve)

(ix) Tangitū Puna 4 (located within Tangitu Scenic Reserve)

(x) Waitaangata Puna 1 (located within Mangaroa Scenic Reserve)

(xi) Waitaangata Puna 2 (located within Mangaroa Scenic Reserve)

(xii) Waitaangata Puna 3 (located within Mangaroa Scenic Reserve)

(cc) Rangi Scenic Reserve (as shown on deed plan OMCR-006-095);

(dd) Rangitatea Conservation Area (as shown on deed plan OMCR-006-096);

(ee) Raurimu Spiral Scenic Reserve (as shown on deed plan OMCR-006-097);

(ff) Reserve E Conservation Area (as shown on deed plan OMCR-006-098);

(gg) Retaruke Scenic Reserve (as shown on deed plan OMCR-006-099);

(hh) Rotokahu Scenic Reserve (as shown on deed plan OMCR-006-100);

(ii) Part Tāngarākau Forest Conservation Area (as shown on deed plan OCMR-006-101);

(jj) Part Tāngarākau Forest Conservation Area (Pūtikituna Pā) (as shown on deed plan OMCR-006-102);

(kk) Tāngarākau Scenic Reserve (as shown on deed plan OMCR-006-103);

(ll) Tapui Scenic Reserve (as shown on deed plan OMCR-006-104);

(mm) Part Taumarunui/Rangaroa Recreation Reserve (as shown on deed plan OMCR-006-105);

(nn) Te Maire Scientific Reserve (as shown on deed plan OMCR-006-106);

(oo) Te Rauateti Scenic Reserve (as shown on deed plan OMCR-006-107);

(pp) The Ratas Scenic Reserve (as shown on deed plan OMCR-006-108);

(qq) Toi Conservation Area (as shown on deed plan OMCR-006-109);

(rr) Tunnel Hill Scenic Reserve (as shown on deed plan OMCR-006-110);

(ss) Waimarino Scientific Reserve (as shown on deed plan OMCR-006-111);

(tt) Waireka Conservation Area (as shown on deed plan OMCR-006-112);

(uu) Whakapapa Gorge Scenic Reserve (as shown on deed plan OMCR-006-113);

(vv) Whangamōmona Scenic Reserve (as shown on deed plan OMCR-006-114); and

8.49.2. require relevant consent authorities, the Environment Court, and Heritage New Zealand Pouhere Taonga to have regard to the statutory acknowledgement; and

8.49.3. require relevant consent authorities to forward to the governance entity –

(a) summaries of resource consent applications for an activity within, adjacent to or directly affecting a statutory area; and

(b) a copy of a notice of a resource consent application served on the consent authority under section 145(10) of the Resource Management Act 1991; and

8.49.4. enable the governance entity, and any member of Ngāti Hāua, to cite the statutory acknowledgement as evidence of Ngāti Hāua's association with an area.

8.50. The statements of association are in part [4] of the documents schedule.

STATEMENTS OF ASSOCIATION

8.51. The Crown acknowledges that Ngāti Hāua have an intrinsic relationship with, and assert certain spiritual, cultural, historical and traditional values in relation to the following:

8.51.1. the area comprising Erua Crown Forest Land and associated areas; and

8.51.2. the area comprising Waikune Prison and Waimarino Stream and associated areas.

8.52. The statements by Ngāti Hāua of their associations and values in relation to the sites referred to in clause 8.51 are set out in part [4] of the documents schedule.

8.53. The parties acknowledge that the acknowledgement in clause 8.51, and the statements referred to in clause 8.52 are not intended to give rise to any new rights or obligations.

NOHOANGA ENTITLEMENT

8.54. In clauses 8.54 to 8.60:

8.54.1. **land holding agent** means the Minister of the Crown responsible for the department of state which manages the Nohoanga Site or the Commissioner of Crown Lands, as the case may be;

8.54.2. **Nohoanga entitlement** means an entitlement over a Nohoanga Site granted to the governance entity under the provisions of the settlement legislation giving effect to clauses 8.57 to 8.59;

8.54.3. **Nohoanga Site** means:

(a) a site described in schedule [5] of the draft settlement bill; or

(b) a site granted as a replacement site under section [211] or [212] of the draft settlement bill.

8.54.4. **waterway** means:

(a) a lake, being a body of fresh water which is entirely or nearly surrounded by land, or a river, being continuously or intermittently flowing body of fresh water, and includes a stream and modified water course; and

(b) does not include any artificial water course such as an irrigation canal, water supply race, canal for the supply of water for electricity power generation, or farm drainage canal.

Nohoanga Sites

8.55. The settlement legislation will provide for the granting by the Crown to the governance entity of a Nohoanga entitlement over the Nohoanga Sites which the parties acknowledge meet the criteria set out in clause 8.56.

8.56. A Nohoanga Site is land:

8.56.1. which is owned by the Crown;

8.56.2. which is not, and does not include, a national park, a marginal strip, a nature, esplanade or scientific reserve, or any part of an unformed road within 20 metres of a waterway;

8.56.3. suitable for temporary occupation and, for the purposes of this deed and the settlement legislation only, up to two hectares;

8.56.4. situated sufficiently close to a waterway to permit convenient access to the waterway (normally land adjacent to a marginal strip, esplanade reserve or similar strip bordering the waterway);

8.56.5. to which practical and legal access exists;

8.56.6. where the existing practices and patterns of public use would not be unreasonably impaired by the granting of a Nohoanga entitlement; and

8.56.7. where the location of the Nohoanga Site will not unreasonably impede public access to any waterway.

Grant of and purpose of Nohoanga entitlement

8.57. The settlement legislation will provide that:

Nohoanga Sites

8.57.1. the Crown must grant to the governance entity a Nohoanga entitlement over the Nohoanga Sites;

Terms and conditions

8.57.2. the grant of the Nohoanga entitlement must be made on the terms and conditions set out in schedule 5 of the draft settlement bill or as those terms and conditions may be varied in accordance with clauses 8.58.1 and 8.58.2; and

Purpose

8.57.3. the Nohoanga entitlement is granted to the governance entity for the purpose of permitting Members of Ngāti Hāua to occupy the Nohoanga Site temporarily, exclusively, and on a non-commercial basis:

(a) so as to have access to a waterway for lawful fishing; and

(b) for the lawful gathering of other natural resources in the vicinity of the Nohoanga Site.

Other provisions of settlement legislation in relation to Nohoanga entitlement

8.58. The settlement legislation will provide that:

Variation of terms and conditions

8.58.1. the terms and conditions of the Nohoanga entitlement may be varied from those set out in part [6] of the documents schedule by:

(a) the addition by the land holding agent, at the time it is granted, of terms reasonably required by the Crown to protect and preserve:

(i) the Nohoanga Site;

(ii) the surrounding land; or

(iii) associated flora and fauna; or

(b) agreement between the land holding agent and the governance entity;

8.58.2. any variation of the terms under clause 8.58.1 must:

(a) be in writing; and

(b) not be inconsistent with the provisions of clauses 8.57 to 8.60;

Settlement legislation to prevail

8.58.3. if there is inconsistency between the terms and conditions of the Nohoanga entitlement and the provisions of the settlement legislation, the provisions of the settlement legislation will prevail;

Rights and interests not affected

8.58.4. except as expressly provided in clauses 8.55 to 8.57 and in the Nohoanga entitlement, the grant and exercise of the Nohoanga entitlement does not:

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

(b) grant, create or provide evidence of an estate or interest in, or rights relating to, a Nohoanga Site;

Notification of Nohoanga Entitlement

8.58.5. the land holding agent must notify the grant, renewal, or termination of the Nohoanga entitlement in the Gazette and

8.58.6. the Chief Executive of Land Information New Zealand must note in his or her records:

(a) the grant, renewal, or termination of the Nohoanga entitlement; and

(b) the notice in the Gazette relating to the grant, renewal or termination.

Application of other enactments

8.59. The settlement legislation will provide that:

Part 3B of Conservation Act 1987 does not apply

8.59.1. Part 3B of the Conservation Act 1987 does not apply to the grant of the Nohoanga entitlement;

Section 44 of Reserves Act 1977 does not apply

8.59.2. section 44 of the Reserves Act 1977 does not apply in relation to the Nohoanga entitlement granted over land subject to that Act;

Section 11 and Part 10 of Resource Management Act 1991 do not apply

8.59.3. section 11 and Part 10 of the Resource Management Act 1991 do not apply to the grant of the Nohoanga entitlement;

Local Government (Rating) Act 2002

8.59.4. to avoid doubt, sections 8(1) and 8(3) of the Local Government (Rating) Act 2002 apply to land over which a Nohoanga entitlement is granted; and

8.59.5. the governance entity must reimburse the person paying the rates under section 9 of the Local Government (Rating) Act 2002 for the Nohoanga Site in proportion to the period for which the governance entity is entitled to permit members of Ngāti Hāua to occupy the Nohoanga Site.

8.60. The parties agree that the Crown is not obliged to enforce, on behalf of the governance entity, the rights of the governance entity under a Nohoanga entitlement against any person who is not a party to this deed.

PLACEMENT OF POU WHENUA

8.61. In clause 8.62 **pou whenua** means a traditional boundary marker.

8.62. The settlement legislation will, on the terms provided by section [220] of the draft settlement bill, provide that –

8.62.1. the governance entity may erect a permanent pou whenua on Ohinetonga Scenic Reserve and within the Whanganui National Park at Whakahoro without the need for further authorisation under conservation legislation, provided that the Director-General of Conservation is satisfied that the erection and use of the pou whenua will have no more than a minor impact on the natural, historic, archaeological or scientific values of the reserve; and

8.62.2. the governance entity must –

(a) comply with building and planning legislation and all other relevant enactments and provide evidence to the Director-General of Conservation that it has done so if requested; and

(b) be responsible at its cost, for the construction and ongoing maintenance of the pou whenua and with obtaining all necessary consents.

NGĀTI HĀUA MINERALS

8.63. In clauses 8.64 and 8.66, –

8.63.1. **former riverbed** means a riverbed that is dry as a result of –

(a) natural changes in the flow of the river, tributary, stream, or other natural watercourse; or

(b) artificial diversion of water from the river, tributary, stream, or other natural watercourse; and

8.63.2. **relevant area** means –

(a) a riverbed and former riverbed on public conservation land that –

(i) is within the area of interest; and

(ii) is not included in Schedule 4 of the Crown Minerals Act 1991; and

(iii) is not part of the Whanganui River (as defined in section 39 of the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017); and

(b) includes an additional area added as a result of clauses 8.64.4 and 8.65; and

8.63.3. **relevant minerals** means any of the following:

(a) kōkōwai (ochre):

(b) pākohe (argillite):

(c) matā / tūhua (black obsidian):

(d) ōnewa (basalt / greywacke):

(e) paru (black mud): and

(f) mangaweka / pukepoto (blue clay):

8.63.4. **riverbed** means land that the waters of a river, tributary, stream or other natural watercourse cover at its fullest flow without flowing over its banks.

8.64. The settlement legislation will, on the terms provided by sections [160] to [168] of the draft settlement bill, provide –

8.64.1. for the Crown to acknowledge –

(a) the longstanding cultural, historical, spiritual and traditional, association of Ngāti Hāua with the relevant minerals; and

(b) the Ngāti Hāua statement of association with the relevant minerals, set out in part [4] of the documents schedule; and

8.64.2. for any member of Ngāti Hāua who has written authorisation from the governance entity to access a relevant area –

(a) for the purpose of searching for and removing relevant minerals owned by the Crown by hand; and

(b) without authorisation under the conservation legislation; and

(c) without a permit under section 8(1)(a) of the Crown Minerals Act 1991; and

8.64.3. for the Director-General of Conservation to consult with the governance entity when exercising certain powers and functions that are likely to affect the relationship of Ngāti Hāua with any of the relevant minerals; and

8.64.4. for the Director-General of Conservation, in consultation with the Minister for Resources, and the governance entity to agree in writing to add an additional area to the relevant area if that area is public conservation land that –

(a) is believed by the governance entity to contain any of the relevant minerals; and

(b) is within the area of interest; and

(c) is not included in Schedule 4 of the Crown Minerals Act 1991; and

(d) is not part of the Whanganui River or its tributaries (Te Awa Tupua); and

8.64.5. that any person exercising a right under clause 8.64.2 must comply with all other lawful requirements, including under the Resource Management Act 1991; and

8.64.6. that the rights in clause 8.64.2 do not apply to any part of the relevant area that is –

(a) an ecological area declared under section 18 of the Conservation Act 1987; or

(b) an archaeological site (as defined by section 6 of the Heritage New Zealand Pouhere Taonga Act 2014).

8.65. The actions under clause 8.64.4 will have legal effect once the Director-General of Conservation gives notice (including a map or plan) of an additional area.

8.66. The Crown will not seek the return of or assert ownership interests in the relevant minerals removed by an authorised person in accordance with clauses 8.64.2 to 8.64.6 and the settlement legislation.

Consultation in relation to relevant minerals

8.67. This section applies if the Minister of Conservation or the Director-General of Conservation exercises powers, or performs functions or duties, under conservation legislation or the Crown Minerals Act 1991 in a manner likely to affect the relationship of the governance entity with relevant minerals located in the relevant area.

8.68. The Minister of Conservation or the Director-General of Conservation must, in exercising the powers, or performing the functions or duties —

8.68.1. have regard to the Ngāti Hāua statements of association with relevant minerals set out in part [4] of the documents schedule; and

8.68.2. consult the governance entity; and

8.68.3. have regard to the governance entity's views.

OFFICIAL GEOGRAPHIC NAMES

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

Existing Name	Official geographic name	Location (NZTopo50 and grid references)	Geographic feature type
Echolands	Matahānea	BG33 034 955	Locality
Heao Stream	Ōheao Stream	BH32 670 935 to BH32 618 611	Stream
Man-of-War Bluff	Kōkiri a Koinaki	BH32 719 688	Cliff
Nihoniho	Te Niho o te Kiore	BG32 773 052	Locality
Ōhura	Ōhura	BG32 720 990	Locality
Ōhura River	Ōhura River	BG33 951 203 to BH32 787 769	Stream

Existing Name	Official geographic name	Location (NZTopo50 and grid references)	Geographic feature type
Ongarue	Ōngaaruhe	BG33 987 124	Locality
Ongarue River	Ōngaaruhe River	BG35 296 296 to BH33 954 928	Stream
Ōwhango	Ōwhango	BH34 060 806	Locality
Port Arthur (local use)	Te Kerikeri	BH33 845 924	Maunga
Retaruke	Rere Tāruke	BH33 846 676	Locality
Retaruke River	Te Awa o Rere Tāruke	BJ33 009 518 to BH32 790 692	Stream
Waitaanga	Waitaangata	BG32 601 005	Locality
Waitaanga Stream	Waitaangata Stream	BG32 612 605 to BH32 621 893	Stream

8.70. The settlement legislation will provide for the official geographic names on the terms provided by sections [61] to [64] of the draft settlement bill.

8.71. Among the changes to the official geographic names Ngāti Hāua sought change of the geographic name Lake Hawkes to Lake Pohoare. The geographic name change has been given effect to in another settlement legislation. The Crown recognises Ngāti Hāua efforts in seeking this geographic name change and the importance of Lake Pohoare to Ngāti Hāua.

CULTURAL FUND

Cultural revitalisation and social transformation

8.72. On the settlement date, the Crown will pay the governance entity $2,542,674.00 as a contribution to a cultural revitalisation fund and social transformation strategy.

Te Wera

8.73. Through an agreement with Ngāti Maru (Taranaki) and Te Korowai o Wainuiārua in 2019, the three iwi agreed arrangements in relation to a range of whenua in which they have mutual connections. As part of this arrangement, Ngāti Hāua agreed to relinquish its claims to redress in the Te Wera Crown Forest licensed land.

8.74. On settlement date, the Crown will pay the governance entity $1,400,000 for cultural purposes.

8.75. Ngāti Hāua record their enduring connection to and customary interests in the whenua in and around Te Wera. Although the Native Land Court awarded the lands in and around Te Wera Forest as part of the Pohokura, Mangaere, and Taumatamāhoe blocks, Ngāti Hāua's traditional western tribal boundaries run through and include Te Wera Forest. These lands were known to Ngāti Hāua as Ruataiko and were home to Ngāti Hāua hapū including the descendants of Rangitengaue. Ngāti Hāua also lived at and maintained a pā, named Te Ruataiko, located on whenua now included in Te Wera Forest.

CULTURAL REDRESS [GENERALLY] NON-EXCLUSIVE

8.76. The Crown may do anything that is consistent with the cultural redress, including entering into, and giving effect to, another settlement that provides for the same or similar cultural redress.

8.77. However, the Crown must not enter into another settlement that provides for the same redress as set out in:

8.77.1. Clause 8.6 (vestings):

8.77.2. Clause 8.12 (RFR at Ngā Huinga):

8.77.3. Clauses 8.30 to 8.32 (Te Pou Taiao):

8.77.4. Clauses 8.38 to 8.41 (Tongariro-Taupō Conservation Board):

8.77.5. Clauses 8.54 to 8.60 (Nohoanga):

8.77.6. Clauses 8.61 to 8.62 (Pou Whenua): and

8.77.7. Clauses8.69 to 8.71 (Place names).

9 TE TĀTAIRANGO O TE KARAUNA – RELATIONSHIP REDRESS

9.1. Te Pua o Te Riri Kore presents an opportunity for Ngāti Hāua to build a foundation for social transformation, to strengthen the iwi and hapū of Ngāti Hāua and to enhance all aspects of the relationship between Crown agencies and Ngāti Hāua under te Tiriti o Waitangi/the Treaty of Waitangi. Through the Te Pua o Te Riri Kore, Ngāti Hāua seek:

9.1.1. acknowledgement of the importance of Te Pou Tikanga to Ngāti Hāua as a basis for supporting the relationship between Ngāti Hāua and the Crown;

9.1.2. to establish frameworks enabling Ngāti Hāua and Crown agencies to develop and maintain positive and enduring values-based working relationships;

9.1.3. to facilitate revitalisation of Ngāti Hāua through support in the development and implementation of the Ngāti Hāua social transformation strategy; and

9.1.4. collective efforts which enable Ngāti Hāua, Crown agencies and other local interest groups and organisations to come together to work on cross-cutting issues collaboratively on matters of common interest within the Ngāti Hāua area of interest.

9.2. This vision is expressed through the concept of “Te Tātairango o Te Karauna”. Tātairango in its most simple sense refers to a ‘blanket’. From a mātauranga Ngāti Hāua perspective it refers to the korowai of ‘mentorship’ and the investment by multiple mentors to the well-being and succession of the next generation.

9.3. Through the relationship agreements entered into under Te Pua o Te Riri Kore, Crown agencies will have both opportunity and commitment to empower, enable, resource and support the future wellbeing of Ngāti Hāua uri. Collectively, these relationships between Ngāti Hāua and Crown agencies form the various whenu (fibres or strands) that interweave to form “Te Tātairango o Te Karauna.”

9.4. The Crown acknowledges the importance of Te Pou Tikanga to Ngāti Hāua and regards Te Pou Tikanga as a basis for the relationship between Ngāti Hāua and the Crown.

SOCIAL TRANSFORMATION REDRESS

9.5. Ngāti Hāua seeks Crown support for social transformation through a number of redress elements. The redress elements that Ngāti Hāua and Crown agencies have agreed are:

9.5.1. *Te Pou Rangatira:* Ministerial meetings with the governance entity post-settlement to discuss the Ngāti Hāua social transformation strategy as set out in clauses 9.6 and 9.7;

9.5.2. *Ngā Whenu o Te Tātairango*: Crown agencies with responsibilities in the social and economic sectors entering into individual relationship agreements with Ngāti Hāua as set out in clauses 9.8; and

9.5.3. *Te Whiringa Whenu*: commitments through the individual relationship agreements with the Crown agencies set out in clauses 9.8.1 to 9.8.9 to work with Ngāti Hāua through Te Huinga (collective annual relationship hui) and a collective work plan, where priorities align and it is mutually beneficial to do so, with the first annual relationship meeting between the Governance Entity and the Crown agencies convened and facilitated by the Ministry of Housing and Urban Development – Te Tuāpapa Kura Kāinga.

TE POU RANGATIRA - MINISTERS MEETING

9.6. The parties agree that the following Ministers:

9.6.1. the Minister of Education;

9.6.2. the Minister of Social Development; and

9.6.3. the Minister for Children,

will attend a meeting with the governance entity to discuss Ngāti Hāua social transformation strategy in relation to the scope of portfolios of the attending Ministers. At the agreement of the governance entity and the Ministers, the meeting may be a joint meeting or separate meetings with the Ministers individually.

9.7. The meeting will occur:

9.7.1. following the settlement date;

9.7.2. at a date to be agreed between the governance entity and the attending Ministers following receipt of a written invitation to the Ministers from the governance entity; and

9.7.3. within 24 months of the settlement date.

NGĀ WHENU O TE TĀTAIRANGO – RELATIONSHIP AGREEMENTS

9.8. Crown agencies represent different whenu (fibres or strands) of Te Tātairango – Ngā Whenu o Te Tātairango, which together contribute to the whole of Te Tātairango:

9.8.1. Te Whenu o Te Manatū Whakahiato Ora – The Strand of Social Development;

9.8.2. Te Whenu o Te Oranga Tamariki – The Strand of Children;

9.8.3. Te Whenu o Te Kāinga Ora – The Strand of Homes and Communities;

9.8.4. Te Whenu o Te Tūāpapa Kura Kāinga – The Strand of Housing and Urban Development;

9.8.5. Te Whenu o Te Manatū Hauora me Te Whatu Ora – The Strand of Health;

9.8.6. Te Whenu o Te Puni Kōkiri – The Strand of Māori Development;

9.8.7. Te Whenu o Te Hīkina Whakatutuki – The Strand of Business, Innovation and Employment;

9.8.8. Te Whenu o Te Tāhuhu o te Mātauranga [me Te Amorangi Mātauranga Matua] – The Strand of Education;

9.8.9. Te Whenu o Te Tāhū o te Ture, Ara Poutama Aotearoa me Ngā Pirihimana o Aotearoa – The Strand of Justice;

9.8.10. Te Whenu o Te Tatauranga Aotearoa – The Strand of Statistics; and

9.8.11. Te Whenu o Te Manatū Mō Te Taiao – The Strand of Environment.

9.9. On or before the settlement date, the governance entity will enter into a relationship agreement with each of the Crown agencies mentioned in clause 9.8.

9.10. **[**The Ministry of Social Development has agreed to enter into a relationship agreement with Ngāti Hāua. The terms of that agreement are being finalised and part [7] of the documents schedule will be updated with a copy of those terms prior to the Deed being signed.**]**

9.11. Each relationship agreement for each Crown agency will be in the relevant form set out in part [7] of the documents schedule and will include:

9.11.1. an acknowledgement of the importance of Te Pou Tikanga to Ngāti Hāua; and

9.11.2. with respect to those Crown agencies referred to in clauses 9.8.1 to 9.8.9, a clause providing that –

(a) where the priorities of Ngāti Hāua and multiple of the Crown agencies mentioned in clause 9.8 align, the governance entity and those Crown agencies will seek to work together on those priorities where it is mutually beneficial to do so;

(b) discussions regarding collective engagement as contemplated by clause 9.11.2(a) will occur at Te Whiringa Whenu, the annual collective hui with Crown agencies provided for under the relevant relationship agreements and –

(i) may include development of a collective work plan; and

(ii) will be subject to the resourcing, work programmes and priorities of the governance entity and the relevant Crown agencies;

(c) with the agreement of the governance entity and the relevant Crown agencies, other Crown agencies, interest groups and organisations may participate or become a part of the collective engagement contemplated by clause 9.11.2(a); and

(d) the Ministry of Housing and Urban Development - Te Tūāpapa Kura Kāinga will convene and facilitate the first annual collective hui (as provided for in each relationship agreement) between the governance entity and the Crown agencies mentioned in clause 9.8, and will identify any agenda items that could be the subject of collective engagement as contemplated by clause 9.11.2(a).

TE WHENU O TE REREWHENUA A MOTU KI NGĀTI HĀUA - KIWIRAIL

9.12. On or before the settlement date, the governance entity will enter into a relationship agreement with KiwiRail. The relationship agreement will be in the form set out in part [7] of the documents schedule.

9.13. A failure by the Crown to comply with a relationship agreement referred to in clauses 9.9 or 9.12 is not a breach of this deed.

CROWN MINERALS PROTOCOL

9.14. A Crown Minerals protocol must, by or on the settlement date, be signed and issued to the governance entity by the responsible Minister.

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

FORM AND EFFECT OF CROWN MINERALS PROTOCOL

9.16. The Crown Minerals protocol will be –

9.16.1. in the relevant form in part [7] of the documents schedule; and

9.16.2. issued under, and subject to, the terms provided by section [30] of the draft settlement bill.

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

TE WHENU O TE MANATŪ TAONGA: THE STRAND OF CULTURE AND HERITAGE - WHAKAAETANGA TIAKI TAONGA

9.18. The Culture and Heritage Parties and the governance entity must, by or on the settlement date, sign the Whakaaetanga Tiaki Taonga.

9.19. The Whakaaetanga Tiaki Taonga sets out how the Culture and Heritage Parties will interact with the governance entity with regard to the matters specified in it.

9.20. The Whakaaetanga Tiaki Taonga will be in the relevant form in part [7] of the documents schedule.

9.21. A failure by the Crown to comply with the Whakaaetanga Tiaki Taonga is not a breach of this deed.

9.22. Appendix B of the Whakaaetanga Tiaki Taonga sets out how Manatū Taonga – Ministry for Culture and Heritage will interact with the governance entity with regard to matters relating to taonga tūturu.

9.23. Appendix B of the Whakaaetanga Tiaki Taonga is issued pursuant to the terms provided by section [31] of the draft settlement bill.

9.24. A failure by the Crown to comply with Appendix B of the Whakaaetanga Tiaki Taonga is not a breach of this deed.

LETTER OF INTRODUCTION TO RUAPEHU DISTRICT COUNCIL

9.25. The chief executive of the Office for Māori Crown Relations – Te Arawhiti will, on or before the settlement date, write a letter of introduction to the Ruapehu District Council, to introduce the governance entity and encourage the Council to enhance an ongoing relationship with Ngāti Hāua.

LETTER OF INTRODUCTION TO NGĀ TAONGA WHITIĀHUA ME NGĀ TAONGA KŌRERO

9.26. The chief executive of the Office for Māori Crown Relations – Te Arawhiti will, on or before the settlement date, write a letter of introduction in the relevant form set out in part [7] of the documents schedule to Ngā Taonga Whitiāhua Me Ngā Taonga Kōrero, to introduce the governance entity to raise the profile of Ngāti Hāua with Ngā Taonga Whitiāhua Me Ngā Taonga Kōrero in relation to their work.

LETTER OF INTRODUCTION TO NATIONAL EMERGENCY MANAGEMENT AGENCY

9.27. The chief executive of the Office for Māori Crown Relations – Te Arawhiti will, on or before the settlement date, write a letter of introduction in the relevant form set out in part [7] of the documents schedule to National Emergency Management Agency, to

introduce the governance entity to raise the profile of Ngāti Hāua with National Emergency Management Agency in relation to their work.

LETTER OF INTRODUCTION TO NEW ZEALAND TRADE AND ENTERPRISE

9.28. The chief executive of the Office for Māori Crown Relations – Te Arawhiti will, on or before the settlement date, write a letter of introduction in the relevant form set out in part [7 of the documents schedule to New Zealand Trade and Enterprise, to introduce the governance entity to raise the profile of Ngāti Hāua with New Zealand Trade and Enterprise in relation to their work.

LETTER OF RECOGNITION FROM THE MINISTRY FOR PRIMARY INDUSTRIES

9.29. The Crown, through the Ministry for Primary Industries, recognises Ngāti Hāua, as tangata whenua —

9.29.1. are entitled to have input into, and participate in, fisheries management processes that affect fish stocks in their area of interest and that are managed by the Ministry for Primary Industries under fisheries legislation; and

9.29.2. have a special relationship within their area of interest with all species of fish and aquatic life and all such species being taonga to Ngāti Hāua, and an interest in sustainable utilisation of all species of fish and aquatic life.

9.30. The Director-General of the Ministry for Primary Industries will write to the governance entity, in the relevant form set out in part [7] of the documents schedule, by the settlement date, outlining —

9.30.1. that the Ministry for Primary Industries recognises Ngāti Hāua as tangata whenua within their area of interest and has a special relationship with all species of fish and aquatic life within their area of interest;

9.30.2. how Ngāti Hāua can have input and participation into Ministry for Primary Industries' fisheries planning processes;

9.30.3. how Ngāti Hāua can implement the Fisheries (Kaimoana Customary Fishing) Regulations 1998 within their area of interest;

9.30.4. that the Ministry for Primary Industries will consult with the governance entity as representatives of Ngāti Hāua where the area of interest is directly affected by the development of policies and operational processes that are led by the Ministry for Primary Industries; and

9.30.5. any other matters as agreed with the Ministry for Primary Industries and Ngāti Hāua.

APPOINTMENT AS AN ADVISORY COMMITTEE TO THE MINISTER FOR OCEANS AND FISHERIES

9.31. The Minister for Oceans and Fisheries must, by the settlement date, appoint the trustees of the governance entity as an advisory committee to the Minister for Oceans and Fisheries under section 21(1) of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995 in relation to the following catchments within Ngāti Hāua rohe:

9.31.1. Kaiwhakauka;

9.31.2. Manganui-a-te-ao;

9.31.3. Mangapurua;

9.31.4. Mangatiti;

9.31.5. Ōhura;

9.31.6. Ōngarue;

9.31.7. Ōtunui;

9.31.8. Retaruke;

9.31.9. Tāngārākau;

9.31.10. Upper Whanganui; and

9.31.11. Whangamomona.

RELATIONSHIPS WITH LOCAL AUTHORITIES

Relationship agreement with Ruapehu District Council

9.32. Separate to this deed, Ngāti Hāua and Ruapehu District Council have committed to developing a relationship agreement to be entered into by the governance entity and Ruapehu District Council. Ngāti Hāua and Ruapehu District Council intend that the future relationship agreement will enable a positive, collaborative and enduring relationship, and support co-ordinated management of assets owned by the Ruapehu District Council and located on the properties referred to in clauses 8.6.7 to 8.6.9 and 8.13.

Relationship agreement with Horizons Regional Council

9.33. Separate to this deed, Ngāti Hāua and Horizons Regional Council have committed to enter a relationship agreement between the governance entity and Horizons Regional Council.

10 TE PĀTAKA - FINANCIAL AND COMMERCIAL REDRESS

FINANCIAL REDRESS

10.1. The financial and commercial redress amount is $19,000,000.00.

10.2. The Crown must pay the governance entity on the settlement date $14,262,575.32, being the financial and commercial redress amount of $19,000,000.00 less –

10.2.1. the on-account payment of $3,800,000.00 referred to in clause 10.3; and

10.2.2. $937,424.68 being the total transfer values of the commercial redress properties.

ON ACCOUNT PAYMENT

10.3. Within 10 business days after the date of this deed, the Crown will pay $3,800,000.00 to the governance entity on account of the financial and commercial redress amount.

COMMERCIAL REDRESS PROPERTIES

10.4. Each commercial redress property is to be –

10.4.1. transferred by the Crown to the governance entity on the settlement date –

(a) as part of the redress to settle the historical claims, and without any other consideration to be paid or provided by the governance entity or any other person; and

(b) on the terms of transfer in part 6 of the property redress schedule; and

10.4.2. as described, and is to have the transfer value provided, in part 3 of the property redress schedule.

10.5. The transfer of each commercial redress property will be subject to, and where applicable with the benefit of, the encumbrances provided in part 3 of the property redress schedule in relation to that property.

10.6. Each of the following commercial redress properties is to be leased back to the Crown, immediately after its transfer to the governance entity, on the terms and conditions provided by the lease for that property in part [9] of the documents schedule (being a registrable ground lease for the property, ownership of the improvements remaining unaffected by the purchase):

10.6.1. Manunui School site (land only):

10.6.2. Taumarunui District Court (land only).

10.7. In the event that any property (or part of any property) referred to in clause 10.6 becomes surplus to the land holding agency's requirements, then the Crown may, at any time before the settlement date, give written notice to the governance entity advising it that that property (or the relevant part of the property) is no longer available as a commercial redress property. To avoid doubt, that property (or the relevant part of the property) will become land to which the definition of exclusive RFR land in paragraph 6.1 of the general matters schedule applies.

10.8. If clause 10.7 applies:

10.8.1. the amount referred to in clause 10.2.2 is reduced accordingly; and

10.8.2. the amount the Crown must pay to the governance entity under clause 10.1 is correspondingly increased.

DEFERRED SELECTION PROPERTIES

10.9. The governance entity may during the deferred selection period for each deferred selection property, give the Crown a written notice of interest in accordance with paragraph 5.1 of the property redress schedule.

10.10. Part 5 of the property redress schedule provides for the effect of the notice and sets out a process where the property is valued and may be acquired by the governance entity.

10.11. Each of the following 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 9 of the documents schedule (being a registrable ground lease for the property, ownership of the improvements remaining unaffected by the purchase):

10.11.1. Taumarunui High School site (land only):

10.11.2. Taumarunui Primary School site (land only):

10.11.3. Te Kura Kaupapa Māori o Taumarunui site (land only).

10.12. In the event that any property (or part of any property) listed in clause 10.11 becomes surplus to the land holding agency's requirements, then the Crown may, at any time before the governance entity has given a notice of interest in respect of the property (or the relevant part of the property), give written notice to the governance entity advising it that the property (or the relevant part of the property) is no longer available for selection by the governance entity in accordance with clause 10.9. The right under clause 10.9 ceases in respect of the property (or the relevant part of the property) on the date of

receipt of the notice by the governance entity under this clause. To avoid doubt, following service of a notice under this clause 10.12:

10.12.1. where the notice is served in respect of part only of a property listed in clause 10.11, the balance of that property will continue to be available for selection by the governance entity in accordance with clause 10.9; and

10.12.2. the governance entity will continue to have a right of first refusal in relation to the property (or relevant part of the property) in accordance with clause 10.17.

10.13. The settlement legislation will, on the terms provided in section [233] of the draft settlement bill, provide that any marginal strip reserved from the transfer of the following purchased deferred selection property is reduced to a width of 3 metres:

10.13.1. Whanganui River marginal strip property.

10.14. The settlement legislation will, on the terms provided in section [233] of the draft settlement bill, provide that the governance entity is appointed as the manager of any marginal strip reserved by section 24 of the Conservation Act 1987 from the transfer to the governance entity of the following purchased deferred selection property on and from the date of transfer of that property:

10.14.1. Whanganui River marginal strip property.

SHARED DEFERRED SELECTION PROPERTY WITH TE KOROWAI O WAINUIĀRUA TRUST

10.15. The parties acknowledge that in December 2022, the Ngāti Hāua Iwi Trust and the Crown entered into the Deed Recording Agreement – Raurimu Station, which provided for a shared right of deferred selection over Raurimu Station property in certain circumstances. The governance entity will enter into a deed of accession to the Deed Recording Agreement – Raurimu Station.

SETTLEMENT LEGISLATION

10.16. The settlement legislation will, on the terms provided by sections [220] to [234] of the draft settlement bill, enable the transfer of the commercial redress properties and the deferred selection properties.

EXCLUSIVE RFR FROM THE CROWN

10.17. The governance entity is to have a right of first refusal in relation to a disposal of exclusive RFR land, being –

10.17.1. land listed in part 4 of the attachments that on the settlement date –

(a) is vested in the Crown; or

(b) the fee simple for which is held by the Crown or the Crown body specified in the table in part 4 of the attachments as land holding agency for the land; and

10.17.2. land, that on the settlement date is vested in the Crown and administered by the New Zealand Railways Corporation and forms a part of:

(a) the Stratford-Okahukura Line located between point 1793110 mE, 5703180 mN and point 1761000 mE, 5679480 mN on SO 611727; or

(b) the North Island Main Trunk between point 1794100 mE, 5696056 mN and point 1805840 mE, 5680605 mN on SO 611727.

10.18. The right of first refusal is –

10.18.1. to be on the terms provided by sections [235] to [267] of the draft settlement bill; and

10.18.2. in particular, to apply –

(a) for a term of 184 years on and from the settlement date; but

(b) only if the exclusive RFR land is not being disposed of in the circumstances provided by sections [245] to [255], or under a matter referred to in section [256(1)], of the draft settlement bill.

RIGHT OF SECOND REFUSAL OVER RSR LAND

10.19. The governance entity is to have a right of second refusal in relation to the disposal of the RSR land.

10.20. The right of second refusal is –

10.20.1. to be on the terms provided in sections [268] to [283] of the draft settlement bill; and

10.20.2. in particular, only applied when RSR land is being disposed of under the section of the Te Korowai o Wainuiārua settlement legislation that corresponds to clause 185(d) of the Te Korowai o Wainuiārua Claims Settlement Bill (Government Bill 286-2).

SHARED RFR WITH TE KĀHUI MARU TRUST: TE IWI O MARUWHARANUI AND TE KOROWAI O WAINUIĀRUA TRUST

10.21. The governance entity, the Te Kāhui Maru Trust: Te Iwi o Maruwharanui and the Te Korowai o Wainuiārua Trust are to have a shared right of first refusal in relation to a

disposal of land defined as "shared RFR land" in the Ngāti Maru (Taranaki) Claims Settlement Act 2022, which –

10.21.1. is the land listed in part 5 of the attachments, that on 1 June 2025 (which is 3 years after the settlement date under the Ngāti Maru (Taranaki) Claims Settlement Act 2022) –

(a) is vested in the Crown; or

(b) is held in fee simple by the Crown; or

(c) is a reserve vested in an administering body that derived title from the Crown and that would, on the application of section 25 or 27 of the Reserves Act 1977, revest in the Crown; and

10.21.2. includes land obtained in exchange for a disposal of shared RFR land in the circumstances specified in section [251(1)(c)] or [252] of the draft settlement bill; and

10.21.3. includes any land that, before the settlement date, was obtained in exchange for a disposal of shared RFR land under sections 135(1)(c) or 136 of the Ngāti Maru (Taranaki) Claims Settlement Act 2022 or an equivalent provision in the Te Korowai o Wainuiārua settlement legislation; but

10.21.4. does not include any land within the meaning of clause 10.21.1, if, on the settlement date, the land –

(a) has ceased to be RFR land in any of the circumstances described in section 122(3)(a), (b) or (c) of the Ngāti Maru (Taranaki) Claims Settlement Act 2022 or an equivalent provision in the Te Korowai o Wainuiārua settlement legislation; or

(b) is subject to a contract formed under section 128 of the Ngāti Maru (Taranaki) Claims Settlement Act 2022 or an equivalent provision in the Te Korowai o Wainuiārua settlement legislation.

10.22. The shared right of first refusal is –

10.22.1. to be on the terms provided by sections [235] to [267] of the draft settlement bill; and

10.22.2. in particular, to apply –

(a) for a term of 180 years on and from 1 June 2025; and

(b) only if the shared RFR land is not being disposed of in the circumstances provided by sections [245] to [2556], or under a matter referred to in section [256(1)], of the draft settlement bill.

[Note – Drafting may need to be revised if the Te Korowai o Wainuiārua settlement legislation is not enacted before this deed is signed]

SHARED RFR WITH TE KOROWAI O WAINUIĀRUA TRUST OVER RAURIMU STATION PROPERTY

10.23. In clauses [10.24] and [10.25], **commencement date** means the earlier of:

10.23.1. the settlement date; and

10.23.2. the date that is 5 years after the settlement date under the Te Korowai o Wainuiārua settlement legislation.

10.24. The governance entity and the Te Korowai o Wainuiārua Trust are to have a shared right of first refusal in relation to a disposal of the Raurimu Station property, which –

10.24.1. is the land listed in part 6 of the attachments, that on the commencement date is held in fee simple by Landcorp Holdings Limited; and

10.24.2. includes land obtained in exchange for a disposal of the Raurimu Station property in the circumstances specified in sections [251(1)(c)] or [252] of the draft settlement bill.

10.25. The shared right of first refusal is –

10.25.1. to be on the terms provided by sections [235] to [267] of the draft settlement bill; and

10.25.2. in particular, to apply –

(a) for a term of 182 years on and from the commencement date; and

(b) only if the Raurimu Station property is not being disposed of in the circumstances provided by sections [245] to [255], or under a matter referred to in section [256(1)], of the draft settlement bill.

[Note – If the Te Korowai o Wainuiārua settlement legislation is not enacted before the signing of this deed then the drafting will be altered to reflect that]

11 NGĀ TURE O TE PUA O TE RIRI KORE - SETTLEMENT LEGISLATION, CONDITIONS, AND TERMINATION

SETTLEMENT LEGISLATION

11.1. The Crown must propose the draft settlement bill for introduction to the House of Representatives.

11.2. The settlement legislation will provide for all matters for which legislation is required to give effect to this deed of settlement.

11.3. The settlement legislation will provide that Te Whiringa Kākaho o Ngāti Hāua is not a trust constituted in respect of:

11.3.1. any Māori land for the purposes of section 236(1)(b) of Te Ture Whenua Māori Act 1993; or

11.3.2. any general land owned by Māori for the purposes of section 236(1)(a) of Te Ture Whenua Māori Act 1993.

11.4. The draft settlement bill proposed for introduction to the House of Representatives –

11.4.1. must comply with the drafting standards and conventions of the Parliamentary Counsel Office for Government Bills, as well as the requirements of the Legislature under Standing Orders, Speakers' Rulings, and conventions; and

11.4.2. must be in a form that is satisfactory to Ngāti Hāua and the Crown.

11.5. Ngāti Hāua and the governance entity must support the passage of the draft settlement bill through Parliament.

SETTLEMENT CONDITIONAL

11.6. This deed, and the settlement, are conditional on the settlement legislation coming into force.

11.7. However, the following provisions of this deed are binding on its signing:

11.7.1. clauses 10.3 and 11.5 to 11.11:

11.7.2. paragraph 1.3, and parts 4 to 7, of the general matters schedule.

EFFECT OF THIS DEED

11.8. This deed –

11.8.1. is "without prejudice" until it becomes unconditional; and

11.8.2. may not be used as evidence in proceedings before, or presented to, the Waitangi Tribunal, any court, or any other judicial body or tribunal.

11.9. Clause 11.8.2 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

TERMINATION

11.10. The Crown or the governance entity may terminate this deed, by notice to the other, if –

11.10.1. the settlement legislation has not come into force within [*minimum of 30 months*] months after the date of this deed; and

11.10.2. the terminating party has given the other party at least 40 working days' notice of an intention to terminate.

11.11. If this deed is terminated in accordance with its provisions –

11.11.1. this deed (and the settlement) are at an end; and

11.11.2. subject to this clause, this deed does not give rise to any rights or obligations; and

11.11.3. this deed remains "without prejudice".

12 NGĀ KĀTŪ WHAKAMĀRAMA - GENERAL, DEFINITIONS, AND INTERPRETATION

GENERAL

12.1. The general matters schedule includes provisions in relation to -

12.1.1. the implementation of the settlement; and

12.1.2. the Crown's -

(a) payment of interest in relation to the settlement; and

(b) tax indemnities in relation to redress; and

12.1.3. giving notice under this deed or a settlement document; and

12.1.4. amending this deed.

HISTORICAL CLAIMS

12.2. In this deed, **historical claims** –

12.2.1. 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 the settling group, 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 –

(i) by, or on behalf of, the Crown; or

(ii) by or under legislation; and

12.2.2. includes every claim to the Waitangi Tribunal to which clause 12.2.1 applies that relates exclusively to the settling group or a representative entity, including the following claims:

(a) Wai 764 – Piriaka School Land (Taumarunui) claim;

(b) Wai 1191 – Ngāti Hinewai Land claim;

(c) Wai 1505 – Te Patutokotoko and Ngāti Heke (Bell) claim;

(d) Wai 2156 – Ngāti Haauapaparangi Tangata Whenua claim; and

12.2.3. includes every other claim to the Waitangi Tribunal to which clause 12.2.1 applies, so far as it relates to the settling group or a representative entity, including the following claims:

(a) Wai 48 – The Whanganui ki Maniapoto claim;

(b) Wai 50 – Rangitoto Tuhua 55A Block claim;

(c) Wai 81 – Waihaha and Other Lands claim;

(d) Wai 146 – King Country Lands claim;

(e) Wai 167 – Whanganui River claim;

(f) Wai 366 – Hutt Valley Lands claim;

(g) Wai 759 – Whanganui Vested Lands claim;

(h) Wai 987 – Rangitoto-Tuhua Land Block claim;

(i) Wai 1064 – Ngāti Rangatahi Public Works claim;

(j) Wai 1097 – Ohura South A (Taringamotu) Survey Block Alienation claim;

(k) Wai 1147 – Te Uhi Ohura South claim;

(l) Wai 1203 – Ohura South B and Associated Land Blocks claim;

(m) Wai 1299 – Ngāti Hekeāwai Land Block claim;

(n) Wai 1480 – Te Karu o Te Ngira claim;

(o) Wai 1594 – Descendants of Te Hore Te Waa Nukurarae claim;

(p) Wai 1605 – Albert and Sophie Ketu Whānau claim;

(q) Wai 1637 – Te Ātihau a Pāpārangi (Taiaroa and Mair) claim;

(r) Wai 1803 – Ngāti Hari (Turu & Canterbury) claim;

(s) Wai 1812 – Ongarue, Ohura and Otunui River Areas claim;

(t) Wai 1819 – King Country Māori Contemporary Health Issues (Paki) claim;

(u) Wai 1933 – Descendants of Makara Blocks claim;

(v) Wai 1934 – Descendants of Ngakete Parehounuku claim; and

(w) Wai 2278 – Whanganui Mana Wahine (Waitokia) claim.

12.3. However, **historical claims** does not include the following claims –

12.3.1. a claim that a member of Ngāti Hāua, or a whānau, hapū, or group referred to in clause 12.7.2, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in clause 12.7.1;

12.3.2. any claim a member of Ngāti Hekeāwai, Ngāti Kura, Ngāti Ruru, or Ngāti Tamakaitoa may have, to the extent that a claim is, or is founded on, a right arising from being descended from an ancestor other than Hinengākau and Tamahina;

12.3.3. a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 12.3.1.

12.4. To avoid doubt, clause 12.2.1 is not limited by clauses 12.2.2 or 12.2.3.

12.5. Without limiting clause 6.4, nothing in this deed or the settlement legislation will –

12.5.1. extinguish or limit any aboriginal title or customary right that Ngāti Hāua may have; or

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

12.5.3. except as provided in this deed or the settlement legislation –

(a) affect a right that Ngāti Hāua may have, including a right arising –

(i) from te Tiriti o Waitangi/the Treaty of Waitangi or its principles; or

(ii) under legislation; or

(iii) at common law (including 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 Māori and the Crown dated 23 September 1992 in relation to Māori fishing claims; or

(c) affect any action or decision under any legislation and, in particular, under legislation giving effect to the deed of settlement referred to in clause 4.5.3(b), including –

(i) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; or

(ii) the Fisheries Act 1996; or

(iii) the Māori Fisheries Act 2004; or

(iv) the Māori Commercial Aquaculture Claims Settlement Act 2004.

12.6. Clauses 12.4 and 12.5 do not limit clause 4.3.

NGĀTI HĀUA

12.7. In this deed, **Ngāti Hāua** means –

12.7.1. the collective group composed of individuals who descend from a Ngāti Hāua ancestor; and

12.7.2. every whānau, hapū, or group to the extent that it is composed of individuals referred to in clause 12.7.1, including the following descent groups:

(a) Hāuaroa ki te Rangi;

(b) Ngāti Hāua;

(c) Ngāti Hāuaroa;

(d) Ngāti Hekeāwai;

(e) Ngāti Hinetakuao;

(f) Ngāti Hinewai;

(g) Ngāti Hira;

(h) Ngāti Keu;

(i) Ngāti Kura;

(j) Ngāti Onga;

(k) Ngāti Pareteho

(l) Ngāti Pareuira

(m) Ngāti Pikikōtuku;

(n) Ngāti Poutama;

(o) Ngāti Rangitauwhata;

(p) Ngāti Rangitengaue;

(q) Ngāti Reremai;

(r) Ngāti Ruru;

(s) Ngāti Tamakaitoa;

(t) Ngāti Tama-o-Ngāti Hāua;

(u) Ngāti Te Āwhitu;

(v) Ngāti Te Huaki;

(w) Ngāi Turi;

(x) Ngāti Tū;

(y) Ngāti Te Wera;

(z) Ngāti Whakairi;

(aa) Ngāti Whati; and

12.7.3. every individual referred to in clause 12.7.1.

12.8. For the purposes of clause 12.7.1 –

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

(a) birth;

(b) legal adoption; or

(c) Māori customary adoption in accordance with the settling group's tikanga (customary values and practices); and

12.8.2. **Ngāti Hāua ancestor** means an individual who:

(a) exercised customary rights by virtue of being descended from:

(i) the union of Hinengākau and Tamahina; or

(ii) a recognised ancestor of any of the descent groups listed in clause 12.7.2;

(b) exercised the customary rights in 12.8.2(a) predominantly in relation to the Area of Interest after 6 February 1840.

12.8.3. **customary rights** means rights according to tikanga Māori (Māori customary values and practices), including –

(a) rights to occupy land; and

(b) rights in relation to the use of land or other natural or physical resources.

MANDATED NEGOTIATORS AND SIGNATORIES

12.9. In this deed –

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

(a) Joseph George Allen Jr:

(b) Graham Evans Bell:

(c) Lois Jean Tutemahurangi:

(d) Louise Wahapa:

(e) Brett Arthur Anderson:

(f) Aaron Jon Rice-Edwards:

(g) Timothy John Castle; and

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

(a) Joseph George Allen Jr:

(b) Graham Evans Bell:

(c) Lois Jean Tutemahurangi:

(d) Louise Wahapa:

(e) Brett Arthur Anderson:

(f) Aaron Jon Rice-Edwards: and

(g) Timothy John Castle.

ADDITIONAL DEFINITIONS

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

INTERPRETATION

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

SIGNED as a deed on [*date*]

SIGNED for and on behalf of **NGĀTI HĀUA** by the mandated signatories in the presence of –

_____
[*name*]

_____
[*name*]

WITNESS

_____

Name:

Occupation:

Address:

SIGNED by [*appropriate signing provisions for the governance entity*] in the presence of -

_____
[*name*]

_____
[*name*]

WITNESS

_____

Name:

Occupation:

Address:

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

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

_____
Hon [Name]

WITNESS

_____

Name:

Occupation:

Address:

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

_____
Hon [Name]

WITNESS

_____

Name:

Occupation:

Address: