

88

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NGĀTI HEI

and

THE TRUSTEES OF THE HEI O WHAREKAHO SETTLEMENT TRUST

and

THE CROWN

**DEED OF SETTLEMENT OF
HISTORICAL CLAIMS**

17 August 2017

B.A. X

DEED OF SETTLEMENT

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

TABLE OF CONTENTS

1 BACKGROUND..... 1

2 HISTORICAL ACCOUNT 10

 HISTORICAL ACCOUNT IN TE REO..... 20

3 ACKNOWLEDGEMENTS AND APOLOGY..... 30

 ACKNOWLEDGEMENTS AND APOLOGY IN TE REO..... 33

4 SETTLEMENT 36

5 CULTURAL REDRESS 39

6 OHINAU ISLAND 59

7 FINANCIAL AND COMMERCIAL REDRESS..... 60

8 COLLECTIVE REDRESS 64

9 TĪKAPA MOANA – TE TAI TAMAHINE / TE TAI TAMAWAHINE..... 67

10 SETTLEMENT LEGISLATION, CONDITIONS, AND TERMINATION 69

11 GENERAL, DEFINITIONS AND INTERPRETATION 71

B-J A

DEED OF SETTLEMENT

SCHEDULES

GENERAL MATTERS

1. Implementation of settlement
2. Interest
3. Tax
4. Notice
5. Miscellaneous
6. Defined terms
7. Interpretation

PROPERTY REDRESS

1. Disclosure information and warranty
2. Vesting of cultural redress properties
3. Commercial redress property
4. Deferred selection properties
5. Deferred purchase
6. Terms of transfer for commercial redress and purchased deferred selection properties
7. Notice in relation to redress and deferred selection properties
8. Definitions

DOCUMENTS

1. Ngāti Hei values, protection principles and Director-General's actions
2. Statements of association (statutory acknowledgement)
3. Statements of association with Moehau and Te Aroha
4. Protocols
5. Encumbrances
6. Leases for leaseback properties
7. Letter of facilitation
8. Letter to museums
9. Letter of introduction
10. Lease for Ohinau Island

ATTACHMENTS

1. Area of interest
2. Deed plans
3. Draft settlement bill

B.A.

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DEED OF SETTLEMENT

THIS DEED is made between

NGĀTI HEI

and

THE TRUSTEES OF THE HEI O WHAREKAHO SETTLEMENT TRUST

and

THE CROWN

1 BACKGROUND

BACKGROUND

- 1.1 The tribal dynamics of Ngāti Hei and its interactions has shaped them as a people that has survived and endured through the generations since ancient times. In recorded history Ngāti Hei bore the full force of a northern alliance against terrible unwinnable odds. Ngāti Hei refused to leave its tūrangawaewae (place to stand) and flee therefore Hei o Hauraki paid a terrible price.
- 1.2 It is with cautious optimism that we will approach the next thousand years of kaitiakitanga. We look forward to a more balanced collaboration with our Treaty Partner in honouring a "Full, Final and Enduring Settlement" under the principles of Tika (*Right*), Pono (*Truth*), and Aroha (*Shared*).

1.3 *He Mihi*

Ki ngā hapū nohanga tini i te mano e hora i runga i Te Ahi-no-Maui

Ki te motu Ahuahu he wai mano whenua he raorao māra kūmara hoki

Koina te pū kei Hawaiki o ngā hapū katoa

Tu ana te kaiārahi tiaho a Pari-Nui-Te-Rā he pari tohu waka putanga mamao ki uta ki Aotearoa

Āta whakarongo tioro nga tohu kaitiaki manu huarere a Mumuhau rāua ko Takarēto

Ano nga Taniwha hoki

Ki te ninihi nui o te moana

Ki te parata nui o te moana

Ki te paikea nui o te moana

He tai pānuku a Toi te Huatahi huri atu te kūmore niho a Hauraki ki a Tikapa

Nga uri whakatipu e

Tihe mauri ora!

Io Matua te Kore māna e pai here kia tatou katoa.

Ki te katoa nga mihia me nga aroha i roto i enei wā werongia.

Ngā mihi ki o koutou maunga, koutou awa, koutou moana, koutou hapū

Ngā mana me ngā reo tena koutou, tēnā koutou

Ka huri atu ki ta tātou kerēme i mua te aroaro o te Karauna

No reira nga mihia me maumahara ki o tātou tupuna

He mamaeroa me o tātou whaiwhai mai ngā ringa o te Karauna

Ahakoia kua timata ano tatou hei whanake hei whakapuaki tatou hapu te ora o tātou hapū me o tātou whanau.

Hei pūpuritia te āhuatanga kē o Te Tiriti o Waitangi

B.D. A

DEED OF SETTLEMENT

1: BACKGROUND

Heoi anō ka rapua te whakapai hei tapia te korowai kura o Hei ki te wā o mua.
Ahakoa ka huri atu ki o tatou tupuna kia ratou
Kei te wairere rumaki nā pua ki te reinga
Ngā mihi ano kia nga Ariki e takoto ranga a Taupiri maunga O Tainui
Ahakoa ano nga Ariki e takoto i te taumata tanga a Moehau maunga a Te Arawa
Ngā mūrau o te tini te wenerau o te mano
No reira, tena koutou, tena koutou, tena koutou katoa.

Home to the myriads, the heartlands of the hapū that is the North Island,

To Great Mercury Island the heart of our rohe and the home of the kumara from whence came all our hapu from this island that is our Hawaiki.

Stand tall the white rhyolite cliffs of Great Mercury Island, a beacon whose guiding path points safe passage for distant canoes back to Aotearoa.

Heed the warning cries of the sacred birds of the changeable winds and seas - Takarēto and Mumuhau.

Heed the fierce sea guardians the great white shark, the rapacious mouth of the whirlpool, the mighty humpback whale.

Of whose tidal waters are this eastern seaboard to the tooth of the lower jaw of the fish of Maui that is Moehau Mountain then into the mouth that is the Firth of Thames.

Behold the sneeze of life!

Before you to the parentless. Who binds all mankind together before him.

To you the people, whom are acknowledged with the love and understanding in our tasks in these perplexing and challenging times

Acknowledged are your mountains, your streams, harbours and seas.

Acknowledged are your tribes and families. To all, your prestige and your voice

I turn now to our Treaty Claims before the Crown as we remember and acknowledge our ancestors who endured the long suffering grievances imposed upon them at the hands of the Crown.

Once again our whanau and hapu will rise from the depths of disparity to emerge under the true spirit of the Treaty of Waitangi where we will seek to heal the gaps and return the mantle of Hei to its just place into the future

Now to our ancestors to whom we pay homage.

To those that have past below the horizon from the place of the leaping of the spirits.

Acknowledging also the Ariki of Tainui waka that lie upon the sacred mountain of Taupiri.

Therefore acknowledging again the Ariki of Te Arawa that lie upon the sacred mountain of Moehau

They who were the dread of the multitude, the envy of the thousands

Therefore go forth, go forth and farewell our beloved ancestors

In closing, greetings ,greetings, greetings to all.

B.D. A

DEED OF SETTLEMENT

1: BACKGROUND

1.4 *Hei o Hauraki*

I tērā wā ko Te Kore anake.
Ā Io Matua Kore i hanga Ranginui raua ko Tuanuku
Nā te atua Maui i hūtiake tōna ika
Kia mau Te Ahi nō Maui raua ko Te Waipounamu!
Ko Tuanuku e tiraha ana
Ka tuohu ngā maunga ki Ranginui i runga
Pikipiki maunga te ngaengae o te tāngata
Ki te whare tiaho a Pūhaorangi
Hei Kauaerunga Ki-te-Rangi tōna nohanga
Ka tāheke ia i kimihia te ate a Kuraimonoa tataitia mai
I te kumore Ka puta mai rāua uri i nohanga Te Kauaeraro
Mai te wahapū o te Ika a Maui a Tikapa moana
Ngā tangata puta mai te pūkorokoro o te ika
Moehau ki Whakamoehau ona nuinga
Mai Te Tai Tamāhine e
Ki uta ki te Whānga O Hei nui e
Ki te maunga teitei Moehau O Tama
Whiti atu ki te Motutere O Hei nui
Titiro mai nga kanohi o ngā moutere
A Ohinau me Ruamāhua ē
Huri anō ki uta ki te rohe ipukarea o Hei nui
Toi Te Huatahi ki te Waitematā te moana
Tikapa ki roto
Whakarongo - tūhono ai tatou
Ko Hei nui te tangata
Nga uri whakatipu e!
Hui e!
Tāiki e!

*At that time there was no earth or universe
Then the god of all deities created the Universe and the Earth
The deity Maui hauls up the land from the sea in the form of a fish
Behold the North Island and South Islands!
The earth that now faces upward toward the universe
The mountains that now bow before Ranginui*

B.A. D

DEED OF SETTLEMENT

1: BACKGROUND

*Of towering peaks that hinder the breathing of man
To the house of light of the deity Puhāurangi in the celestial realm
To Te Kauaerunga the cosmic dwelling of the gods
He descended from the heavens and wed Kuraimonoa
It is their descendants whose kāinga sit on the lower jaw of the fish
From the mouth of the sacred fish of Maui – Tikapa Moana
Through the throat of the sacred fish of Maui that they ascend
Moehau to Whakamoehau that is their domain
From the great eastern ocean
To the Great Bay of Hei
To the sacred mountain urupā of Tamatekapua
To Motutere the mountain urupā of Hei nui
From the eyes that are the island citadels of Ohinau and Ruamāhua
That look inland toward the dominions of Ngāti Hei
Toi Te Huatahi to Waitematā is the moana
Tikapa moana within
Take heed! We are all together as one
Hei the eponymous ancestor
His descendants born of this land and sea
Together!
We are as one in our endeavour!*

- 1.5 No reira i tae mai te kaupuke autaiā i roto i te Whanganui O Hei. I te wā pākēha tahi mano whetu rau ono tekau ma iwa tau i tae mai a Kuki. Ahakoa i timatanga te ao hurihuri kē mai rānō mo nga hapū o Ngati Hei. Mai tērā wā i tae mai nga tauhou tangata tini me te mano mai tawhiti ki konei tatou whenua.

Now we come to the year of 1769 the arrival of Cook on his ship. It is from this time forward for the tribes that their world as they know it will change through the arrival of the many strangers to our lands.

- 1.6 *Heoti:*

I koutou i kawea o nohanga iwi mōhio me te pū me nga rewharewha kino engari i mate ai tatou hapū maha.

I koutou i ranea nga pū engari i roto te mate pakanga i mate maha tātou nga tangatawhenua (me tokomaha koutou) ahakoa koutou i murua raupatu whenua mātou.

I koutou i hoatu tatou te Paipera engari i koutou i pakaru ai nga mātāpono i roto.

Koutou i akonga ā matatika mātou engari kāhore pohopā koutou i a tātou pakihi me o tatou whakāe.

B.D. D

DEED OF SETTLEMENT

1: BACKGROUND

Koutou i whāunu mātou te waipiro engari katahi i whiua mātou me whakaingoa kino mātou mo tēnā.

Tatou tupuna he whai hiahia te whakarata tika otiā kāhore koutou i hōnore he kowhati tōai koutou ahakoa i whaiwhai mātou ki a koutou.

I kino iho mātou i tauwehe ai ake mātou ki a koutou

I koutou i whakapai ai mai nga he o koutou tupuna

Engari i mātou i tārū ta koutou whakahori kino i roto i o tātou ngākau no reira me huri ano te whai tika mātou e pupuritia tatou miro pai ai.

Te Kahui Rangatira O Te Arawa 1907

And so:

'You brought us your civilization and then you decimated our ranks with your strange diseases and modern armaments.

You supplied us with firearms and in the lust of war we had slain almost half the flower of our race (and a few of yours) you punished us as rebels and confiscated our lands.

You gave us the bible and you broke its precepts.

You taught us ethics and you had no scruples in your own transactions with us.

You gave us alcohol and then punished us and gave us an evil name for using it.

Our fathers desired to be civilized, but because of your inconsistencies they abandoned your teaching and opposed it with their hearts blood.

We retrograded and the gap between us widened.

You have had to make up the ground lost by the bad examples of your forefathers.

We have had to overcome the distrust and suspicion engendered in these hearts of ours and transmitted to us, ere we could once more take up the broken thread of progress.'

Te Arawa Chiefs 1907

Tuturu whakamaua ki tina – Tina!

Hui ē Taiki ē!

- 1.7 Ngāti Hei is the autochthonous tribal group positioned on the eastern seaboard of the Coromandel Peninsula, with ancient tribal ties to Patupaiarehe, Nga Uru-kehu, Kupe, Turehu, and Te Tini-o-Toi. Their eponymous ancestor, Hei, arrived in Aotearoa / New Zealand on the Arawa waka. He was the taura of the waka and the uncle of Tamatekapua. The ancestral lands of the iwi once extended across to the western side of the Coromandel Peninsula, including sections of the Kauaeranga, Piako, and the Tikapa Moana coastal areas of Ruakarama and Kirita. In addition, Ngāti Hei had extensive interests in lands throughout the Kauaeranga valley, Thames coast, Manaia, Whangahei (Colville) and Hauraki Plains.

B.A. A

DEED OF SETTLEMENT

1: BACKGROUND

1.8 Descendants of Hei later developed affiliations with Ngāti Inu, Topetopetea, Turepe, Ngāti Piri and Ngāti Takāo. Ngāti Hei today are the living representatives of these ancient people, as well as the mōrehu (survivors) of many other hapū who once lived on these lands, including:

- Ngāti Haupare;
- Ngāti Hihī;
- Ngāti Hinerangi;
- Ngāti Hineteao;
- Ngāti Hoko;
- Ngāti Karaua;
- Ngāti Kauta;
- Ngāti Koheru;
- Ngāti Kura;
- Ngāti Manukarere;
- Ngāti Mata-u;
- Ngāti Parekaiata;
- Ngāti Paruparu;
- Ngāti Patu;
- Ngāti Paua;
- Ngāti Piri;
- Ngāti Rakawera;
- Ngāti Ramuri
- Ngāti Rangiuira;
- Ngāti Hokopu;
- Ngāti Inu;
- Ngāti Irikau;
- Ngāti Kahurimua;
- Ngāti Kaka;
- Te Rapu Po;
- Ngāti Takaū;
- Ngāti Tao;
- Ngāti Tauaiwi;
- Ngāti Taura;
- Ngāti Te Rape;
- Ngāti Tiaki;
- Ngāti Tinirau;
- Ngāti Topetopetea;
- Ngāti Tuhukea;
- Ngāti Turepe;
- Ngāti Whakaruku; and,
- Ngāti Whinau.

1.9 Ngāti Hei retained an ancient tribal estate unchanged for generations. Protected by fearsome sentinels, the paddlers of the waka who are the maunga known as Te Paeroa o Toi, which divides the Coromandel Peninsula from north to south. Ngāti Hei's position on the eastern seaboard has remained. This formidable barrier, together with an unassuming tenacity, protected the iwi from landward incursions by other tribes. However, seaborne attacks from the north and south occurred, especially with the arrival of muskets in the early nineteenth century. These attacks results in the decimation of the iwi who remained steadfast in their refusal to relinquish their ahikāroa.

1.10 The rohe of Ngāti Hei encompasses 130,000 hectares on the eastern seaboard of the Coromandel Peninsula extending from Onemana in the south to Te Moengahau a Tamatekapua (Moehau) in the north. The main dividing range (Paeroa o Toi) is the inland boundary south to the west of Hikuai and follows the Tairua River above the fourth branch (state highway bridge), before turning east and back to the point of commencement.

88 X

DEED OF SETTLEMENT

1: BACKGROUND

- 1.11 The mainland sites associated with Ngāti Hei include Pokohinu, Ruahiwihiwi, Hikunui, Maungaruawahine, Ruawharo, Motu Hauhau (a rock located at the north of Takanga, Opoutere Beach), Te Rere Piki, Pauanui, Tairua, Te Karo, Tapuaetahi, Te Puia, Te Pupuha, Hahei, Mautohe (Cathedral Cove), Purangi, Pukaki (Cook's Beach), Maramaratotara (Flaxmill Bay), Whitianga, Taputapuatea, Ohuka, Wharekaho, Whauwhau, Waitaia, Whangaotiki, Waihi, Pokoharu, Matapaua, Takototahiwihiwi, Opito, Matapane, Tamaihu, Whaorei, Otama, Kuaotunu, Te Whauwhau, Omaro, Matarangi, Te Opera, Pungapunga, Whangapoua, Tuatēawa and Nga Tihi o Moehau.
- 1.12 The Ngāti Hei rohe includes offshore islands adjacent to the mainland, some of which remain in the iwi's ownership. These included Ruamāhu, Otarere, Anatapu, Matangirau, Motuwaikaia, Motukuranui, Wakahou (Slipper Island), Motuhoa, Ngatuturu, Mahurangi, Te Tio, Te Karaka, Waikaranga, Okorotere, Moturoa, Motueka, Motukorure, Mahangarape, Te Puta o Paretahinu, Motumanga, Motutewha, Motuwahara, Motuowhairaka, Pungapunga, Motukoranga, Motukoruenga, Korapuki, Ohinau, Ohinauiti, Flat Rock, Black Rock, Whale Island, Whakau, Moturehu (Ngaruamahanga), Atiu, Motukakariki, Katoeka, Ngaraurapa, Ahuahu, Repanga, Moko nui o Kahu, Moko nui o Hei, Nga Toka Toru o Hei, Kowhitiwhiti and Rangitahua. Kahu aute, the iwi's taniwha, inhabits Te Tai Tamahine and protects the waters and islands of Ngāti Hei and all things associated with them.
- 1.13 The Ngāti Hei claim to the Waitangi Tribunal included reference to loss of rights to the foreshores, harbours, rivers, sea, and offshore motu of their rohe, which are taonga to Ngāti Hei, and over which they have kaitiakitanga. The connection between land and sea – rohe whenua and rohe moana – and the apparent fusion of each into the other, is critical to the Ngāti Hei claim. Ngāti Hei were equally at home on land or sea, and the sea is integral to the Ngāti Hei understandings of, and relationships with, their rohe. For Ngāti Hei, there is an indivisibility of sea and land.
- 1.14 Ngāti Hei historically have a strong association with the geothermal features of their rohe, which they traditionally used for medicinal, bathing, cooking, and ritualistic purposes.
- 1.15 The Ngāti Hei claim to the Waitangi Tribunal also included reference to the loss of rights concerning Tahanga basalt rock, a taonga tūturu to Ngāti Hei. Tahanga basalt from the eastern Coromandel was for many centuries the most important stone material in the North Island. For many generations, Ngāti Hei were expert craftsmen who created stone tools such as adzes, drill points, cutters, scrapers, and awls, from the Tahanga basalt on the Opito Peninsula. These tools were a major source of mana for Ngāti Hei as they were traded extensively with other iwi throughout Aotearoa/New Zealand, being prized for their quality and usefulness. Tools manufactured by Ngāti Hei from this basalt have been located as far north as Houhora and as far south as Marlborough. Tahanga maunga was a pā kōhatu and for generations was the epicentre for stone manufacture.
- 1.16 Ahuahu (Great Mercury Island) was occupied by peoples known as Nga-Uru-kehu, Patupairehe, Turehu, Pokepokewai, Hamoamoā, Tahurangi and Turepe who are ancestors in Ngāti Hei's genealogies. Tūpuna of Ngāti Hei witnessed the Kupe arrival in Matahourua and the arrival of the voyaging waka, Aotearoa, Horouta, Matātua, Tainui and Te Arawa and great ancestors such as Paikea, Mokotorea, Manawatere, Toi, Kahumatamomoe, Hei, and others. The iwi's tūpuna have maintained unbroken

B.D. A

DEED OF SETTLEMENT

1: BACKGROUND

ahikāroa from time immemorial. Ngāti Hei's occupation, still unchallenged in more modern times, persists.

- 1.17 The island was used by earlier generations of Ngāti Hei for kūmara production, a fishing station, birding and hunting area and kaimoana gathering place. The iwi established a prodigious nursery at Ahuahu where kūmara was cultivated in significant quantities for trade with other iwi throughout Aotearoa. The tubers were cultivated in nursery gardens at Tamawera and Takapau. The juvenile kūmara were transferred and grown to maturity at Pari-nui-te-Ra and Ngaruru-Tai-Whatiwhati where the soil and climate provided ideal growing conditions. The Ngāti Hei rangatira Tararoa also found the island was a convenient place to keep pigs and did so in the late 1830s and 1840s. Ahuahu is a Hawaiki of Ngāti Hei and these sites are acknowledged in the traditions of other east coast iwi about the origins of the kūmara.
- 1.18 It was from the sea that, on 3 November 1769, the goblins with shiny buttons arrived peddling cloth, iron, blankets, and potatoes. It was an encounter that would change the course of Ngāti Hei's history forever.

NEGOTIATIONS

- 1.19 Ngāti Hei gave the mandated negotiators a mandate to negotiate a comprehensive settlement of historical treaty claims of Ngāti Hei with the Crown by a hui-a-iwi at Ko Te Rā Matiti Marae (Wharekaho), Whitianga on 26 February 2011.
- 1.20 The Crown recognised the mandate on 29 June 2011.
- 1.21 The mandated negotiators and the Crown -
- 1.21.1 entered into an agreement in principle equivalent dated 22 July 2011; and
 - 1.21.2 since the agreement in principle equivalent, have –
 - (a) had extensive negotiations conducted in good faith; and
 - (b) negotiated and initialled a deed of settlement.

RATIFICATION AND APPROVALS

- 1.22 Ngāti Hei have, since the initialling of the deed of settlement, by a majority of-
- 1.22.1 100%, ratified this deed and approved its signing on their behalf by the mandated negotiators; and
 - 1.22.2 91.73%, approved the governance entity receiving the redress.
- 1.23 Each majority referred to in clause 1.22 is of valid votes cast in a ballot by eligible members of Ngāti Hei.

B.A. A

DEED OF SETTLEMENT

1: BACKGROUND

1.24 The governance entity approved entering into, and complying with, this deed by resolution of trustees on 17 August 2017.

1.25 The Crown is satisfied –

1.25.1 with the ratification and approvals of Ngāti Hei referred to in clause 1.22; and

1.25.2 with the governance entity's approval referred to in clause 1.24; and

1.25.3 the governance entity is appropriate to receive the redress.

AGREEMENT

1.26 Therefore, the parties –

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

1.26.2 agree and acknowledge as provided in this deed.

2 HISTORICAL ACCOUNT

- 2.1 The Crown's acknowledgements and apology to Ngāti Hei in part 3 are based on this historical account.

EUROPEAN CONTACT

- 2.2 Ngāti Hei first encountered the British when James Cook arrived in Te Whanganui a Hei (the great harbour of Hei) on 3 November 1769. While at Te Whanganui a Hei, Cook traded extensively with Ngāti Hei through their rangatira, Toiawa, also known as Toawaka. Cook gave the harbour an English name: Mercury Bay.
- 2.3 The exchange was largely friendly, but there were violent incidents. When an early trade transaction went wrong, Cook's crew fired smallshot from their muskets, injuring two Māori men. In another incident the crew fired a cannon and muskets loaded with ball, shooting a hole in a waka, but no-one appears to have been injured.
- 2.4 After Cook's visit, European traders came to the east coast of the Coromandel Peninsula seeking trade goods. They hunted seals for fur and harvested flax for rope. The Royal Navy and private traders also prized kauri for its height and durability as spars for ships.

PRE-TREATY LAND TRANSACTIONS

- 2.5 In the 1830s two timber traders were involved in trading in the Mercury Bay area. In 1836 and 1837 one of them made agreements with local chiefs over lands stretching out from either side of the Ounuora River by Whitianga Harbour. These agreements included rights to the forests and the land itself. The trader paid in Spanish silver dollars and trade goods.
- 2.6 In 1839 another trader negotiated a transaction with rangatira including Pehi of Ngāti Hei, and Hokianga, Te Ngarahu, Totohi and Narou, for an area of land around Tairua on the east coast of the Coromandel Peninsula. The payment included clothing, weapons, tools, blankets, and household goods.
- 2.7 In these pre-Treaty transactions Ngāti Hei maintained their traditional approach towards land dealings, including an expectation of ongoing rights and obligations. The arrangement over the Ounuora lands, for example, pledged the Māori signatories and their heirs to 'warrant and defend' the Pākehā trader's lands against other claims and demands.

LAND COMMISSIONS

- 2.8 In 1840 the Crown established a Land Claims Commission to investigate pre-Treaty land transactions and recommend limited grants of land to settlers. If the Crown considered land to have been validly purchased, it deemed that native title was

8 8 *

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

extinguished and considered the land to be Crown land. The Crown could then grant all of that land to the claimant, or grant a portion and keep the rest as 'surplus land'.

- 2.9 In 1841 the trader involved in the Tairua transaction sent his claim for 18,750 acres at Tairua to the Land Claims Commission. At a hearing in July 1844, he appeared twice but did not produce any evidence in support of his claim. A rangatira gave evidence in opposition, stating that his interests, claimed through shared whakapapa links to the ancestor Wakaraku, had not been recognised nor bought in the transaction. It seems that the trader asked for leave to appear before the commission at a later time, where he planned to bring Ngāti Hei witnesses to testify in his favour. This does not seem to have gone ahead, and on 10 September 1844 the commissioner made a decision against the trader and recommended no grant. In November 1856, the Crown appointed another commissioner to reinvestigate land claims which had been unsuccessful or disputed. This commissioner reconsidered the Tairua case, and in 1864 concluded there had been a valid purchase, and the Crown granted 3357 acres to the Pākehā claimant. As a result, Ngāti Hei lost much of their coastal whenua.
- 2.10 The Ounuora transactions also went through both commissions. The first commission heard the 1837 transaction in 1843. The claimant only claimed the eastern portion, and stated that the land was purchased for much less than the amount listed on the transaction documentation itself. In 1844 the commissioner reported back on the 1836 and 1837 transactions, saying both were taken as proved. The claimant later died and his business partner claimed the lands he was granted. In 1862 the later commission investigated the 1837 transaction again, and the commissioner recommended in the claimant's favour. The Crown granted him 3580 acres at Mercury Bay.
- 2.11 There were anomalies in the evidence presented to the commissions on these transactions, and the boundaries of the transactions and the goods paid to Māori were sometimes unclear. After accepting the commissioners' recommendations, the Crown awarded almost 7000 acres of land in which Ngāti Hei had interests to European claimants.

GOLD AGREEMENTS AND THEIR EFFECTS

- 2.12 In March 1853 the Crown received a report of "encouraging prospects of gold" in the Mercury Bay area. The Crown's Gold Commissioner met with Mercury Bay rangatira to discuss terms by which mining would be allowed on the land. In April 1853 Crown officials visited Mercury Bay and negotiated a deal with the Ngāti Hei chief Tararoa to govern prospecting in the area. The deal was not implemented because the initial enthusiasm for prospecting in the area died away when little gold which could be easily extracted was found.

CROWN PURCHASING 1850-1865

- 2.13 In 1839 a settler claimed to have purchased the whole of Ahuahū (Great Mercury Island), estimated to contain 6000 acres. In 1844 the Land Claims Commission recommended no grant to the settler in its investigation because he had already been awarded the maximum number of acres. The Crown retained 209 acres as 'surplus lands'.

B.J. ✖

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

- 2.14 In 1844 the Ngāti Hei rangatira Tararoa strongly expressed to Crown officials his displeasure at Pākehā killing his pigs on Ahuahu, where he had bred and kept poaka from at least 1838. By 1842 there were some 400 pigs on the island. Almost all of these had been killed by settlers by 1844.
- 2.15 Between July 1858 and January 1865 the Crown purchased Ahuahu from other Hauraki iwi. There is no evidence that Ngāti Hei were consulted about the Crown's purchase of Ahuahu nor that they received payment for their customary interests in the island, despite Crown officials having been made aware of their interests through Tararoa's protesting the killing of his pigs.
- 2.16 During the 1850s the Crown acquired several extensive blocks on the Coromandel Peninsula and nearby islands. It bought over 20,000 acres of land in the Ngāti Hei rohe from Ngāti Hei and other iwi between 1859 and 1865. When making these purchases the Crown did not provide reserves for Ngāti Hei, nor did it require any assessment as to whether Ngāti Hei retained adequate land for their needs.
- 2.17 For a number of blocks from this period there is no surviving record of the purchase agreements, or any evidence of the involvement of Ngāti Hei. There are no surviving deeds for Purangi, Puhikai, Ramarama, and Te Hoho blocks, which together totalled over 10,000 acres. In the case of the Puhikai block there is no available evidence of a purchase or any dealings over the block before its notification as Crown land in 1862, meaning there is no remaining information about how this land was alienated.

NATIVE LAND COURT

- 2.18 The Native Land Court was established under the Native Lands Acts of 1862 and 1865 and held its first hearings in the Hauraki district in 1865. The acts establishing the Native Land Court set aside the Crown's Article Two Treaty-right of pre-emption, enabling individual Māori to dispose of their property by lease or sale to private parties or the Crown once title had been awarded.
- 2.19 Any Māori could attempt to initiate a title investigation through the Native Land Court by submitting an application in writing to the Court. When the Court decided to hear an application, all of those with customary interests needed to participate in the hearing if they wished to be included in the Crown title, regardless of whether they wanted a Crown title. Customary tenure was complex and facilitated multiple forms of land-use through shared relationships with the land. The new land laws required those rights to be fixed within a surveyed boundary and did not necessarily include all those with a customary interest in the land. Under customary Māori title land was held communally. The title awarded by the Court did not reflect this customary tenure, and took collectively held lands and vested them in individuals instead of kinship groups and iwi.
- 2.20 The process of taking land through the Native Land Court was expensive; it involved survey liens and hearing costs, and associated travel and accommodation costs. Timber merchants who wanted to complete timber leases frequently paid the survey costs associated with the Native Land Court's investigation of title, and received liens over the land. This often led to the private purchase of the land as Māori struggled to repay the debt. Ngāti Hei sometimes had to sell land in order to pay for the costs of obtaining title, which meant they often lost lands soon after they obtained title. Te Kauanga Whenuakite block (discussed below) is one example of this.

B.D. A

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

- 2.21 In the early 1870s a large amount of Ngāti Hei land went through the Native Land Court. Between 1870 and 1872 the Native Land Court awarded thirteen blocks totalling over 83,000 acres in total, to Ngāti Hei individuals. The Court awarded further land to Ngāti Hei in the decades to follow.

LAND LOSS 1870-1890

- 2.22 In 1870, the Crown initiated a large-scale programme of immigration and public works, which involved renewed efforts to purchase land across the country.
- 2.23 In 1872 the Crown commissioned a land purchase agent to purchase land on the Coromandel Peninsula on its behalf. The agent reported that a large amount of land remained unsold in the Mercury Bay and Tairua areas.
- 2.24 Between 1870 and 1890 15 large blocks of 1000 acres or more, totalling over 93,000 acres, were permanently alienated from Ngāti Hei. The Crown purchased 12 of those blocks, over 81,000 acres in total.
- 2.25 In 1872, while outlining the services he could offer as a land purchase agent, a settler recommended the Crown purchase the approximately 36,000-acre Tairua block because he thought it was gold-bearing. He advised that it should be purchased for no more than 3 shillings per acre and he was confident he would be able to buy it for 1/6 to 2 shillings per acre. He was subsequently appointed a land purchase agent.
- 2.26 In December 1872 the Crown purchased Tairua for £2900, just over 1 shilling and 7 pence per acre. The Crown agreed for the owners to receive a 1000-acre reserve, to be taken in either one or two blocks as decided by the owners. The owners decided on a main reserve at Te Pukioire, with ten acres at the mouth of the Tairua River set aside for a local Pākehā.
- 2.27 Peneamene Tanui sent a telegram to the district land purchase agent in May 1875, saying:

Friend, we are very much vexed. We do not wish the burial place, known as Te Karaka, at Tairua, to lie included within the Government land. We wish twenty acres to be taken there; let it be deducted from the 990 acres at Te Pukioire...

The urupā was never reserved. Te Pukioire and the small block near the mouth of the Tairua River were granted to the previous owners of Tairua, neither of these blocks were made inalienable, and both were sold within ten years.

- 2.28 Shortly after the main reserve at Te Pukioire was granted to Ngāti Hei, two employees of the land purchase agent privately leased the land from the owners. A committee set up by Parliament investigated this and other matters, and concluded that although the land purchase agent had acted in accordance with the law, the fact he had taken several different roles in the course of dealings over the Tairua block was a serious concern. The committee recommended that in future all people working as Crown land purchase agents should be salaried government officials.

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DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

- 2.29 In other large blocks bought from Ngāti Hei by the Crown in this period, such as Kapowai (8663 acres), there was no provision for reserves at all.
- 2.30 The *Native Land Act 1873* provided for the Crown to appoint an official, whose duties included ensuring Māori retained sufficient land for their needs. In 1872 the person who would shortly become the district native land purchase agent had stated that the creation of native reserves on the Coromandel Peninsula required serious consideration and it would probably be necessary to make those reserves inalienable. Despite this, very little provision was made for reserves, few reserves were made inalienable, and even fewer remained in Ngāti Hei ownership.

THE OPENING OF THE KUAOTUNU GOLD FIELD

- 2.31 One of the Māori owners of a Kuaotunu block found gold in Kuaotunu in 1887, but he would not tell where he found the gold unless he was 'given a share in the proposed mining company.' The following year European prospectors found gold and in 1889 the Crown declared the field part of the Hauraki mining district. Initially the Māori owners made agreements directly with miners and shopkeepers. In 1891 the Māori owners consented to a concession agreement that allowed the Crown to manage the gold field and entitled them, as landowners, to various payments.
- 2.32 The 1891 agreement also stipulated that reserves for Māori occupation and residence were to be set aside. The warden who administered the goldfield agreed to a reserve of 43 acres out of Kuaotunu 2A3, but in 1899 the Native Land Court decided the warden did not have the necessary authority to make the reserve. In 1899 the Māori owners sold Kuaotunu 2A3 to a Pākehā purchaser, excluding the 43-acre reserve.

LAND LOSS AFTER 1890

- 2.33 At the beginning of 1890 Ngāti Hei retained interests in seven large blocks, which totalled about 17,000 acres.

Kuaotunu 3

- 2.34 The Native Land Court awarded Ngāti Hei individuals interests in the 4916-acre Kuaotunu 3 block in October 1883. In 1885 the owners of Kuaotunu 3 entered into a lease arrangement with a timber felling company. The owners considered that the lease gave the company only the right to harvest timber, and no other rights to land. The owners claimed that the company had deliberately misled them over the contents of the lease document, which included rights to land. Other observers at the time, including a Crown agent, noted their beliefs that the owners were correct and the lease was fraudulent.
- 2.35 In 1893 Parliament established a Validation Court with power to validate contracts for Māori lands which did not comply with all the requirements of the native land laws. The timber company took its case to the Validation Court in 1895. The Crown had an interest in the case as it had acquired mining rights in the block, and if the timber company's lease was confirmed the Crown might have to pay compensation. The Crown encouraged Ngāti Hei to give evidence against the company and Ngāti Hei incurred considerable costs attending the Court hearing, which was held in Auckland.

G.D. ✓

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

However, they were not called upon to speak before the Validation Court rejected the timber company's case. Ngāti Hei were disappointed "at not having an opportunity of bringing forward their objections, as they wish to show ... that £60 and 13/- per annum was inadequate payment for six million feet of kauri timber, to say nothing of the vast quantity of puriri, pohutukawa, titree [mānuka and kānuka] etc". The land purchase officer requested that Ngāti Hei individuals be compensated for their expense, but it is not clear if any payment was made to them.

- 2.36 At the same time as the Validation Court case, the Crown was in the process of purchasing interests in Kuaotunu 3. The Crown began negotiating with the owners in early 1895, and found that some were seeking to retain a reserve on the block. Peneamene and Rahera Tanui of Ngāti Hei asked for two hundred acres at an old settlement called Te Whauwhau, where a small community was living. This area contained the mountain Maungatawhiri as well as wāhi tapu and cultivation sites.
- 2.37 The Crown refused to give Ngāti Hei a reserve at Te Whauwhau, partly on the basis that there had been no reserve granted in the terms of the lease to the timber company. This was despite the fact that the lease had no legal standing and the owners understood it involved nothing more than timber cutting rights.
- 2.38 The Crown purchased all the interests in Kuaotunu 3 except for those of Ereatarā Tinirau, who had died leaving a will in favour of his two nieces, Rahere Tanui and Erana Te Onerere. The sisters expected to inherit Ereatarā's interests and intended to sell them, but only on the condition that the two-hundred-acre reserve at Te Whauwhau be set aside in return for a deduction of £100 from the sale price. The land purchase officer recorded that they were 'most anxious to preserve certain graveyards and cultivations' and that they wanted to make provision for their descendents.
- 2.39 The sisters travelled to Auckland and Thames several times attempting to have their succession of their uncle's shares in the block confirmed, incurring substantial costs in the process. Erana mentioned the will in her evidence, but the majority of the discussion was over whakapapa. The Native Land Court decided against Rahera and Erana, and awarded Ereatarā's interests in Kuaotunu 3 to the next in line from Te Repongaiwaho, who had been identified as the common ancestor for Kuaotunu 3 at the original title investigation. The sisters appealed, but in the Appellate Court case they did not mention the will at all, and the Court denied their appeal on the basis of the arguments around whakapapa.
- 2.40 In April 1896 the Native Land Court found that the Crown had acquired all interests in the land except for those of the successors of Ereatarā, who were awarded Kuaotunu 3b (100 acres) and Kuaotunu 3c (213 acres). Neither of these blocks included Maungatawhiri.

Te Pungapunga 3

- 2.41 In 1879 the Native Land Court awarded a memorial of ownership for Te Pungapunga 3 (309 acres) to two Ngāti Hei individuals, including Penamene Tanui. In July 1881 the owners of the block discovered that a timber company, who had no lease over the land, had felled a large number of trees and built a train line through this block. The owners objected to the damage done to their land and issued a trespass notice to the timber company. The company ignored their protest and continued to use the land. In

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DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

December 1881, the owners took the company to the Supreme Court to enforce the trespass notice. The Court found that memorial of ownership did not bring the same legal powers as fee simple title and, as the owners were not living on the land, they could not enforce the trespass notice. Not only did the owners not have control of their land, but the costs associated with the litigation created further financial pressure which contributed to them selling all of their interests in Te Pungapunga blocks by the end of the nineteenth century.

- 2.42 Ngāti Hei fought to hold on to their last blocks, but the costs they incurred in these legal battles ended up contributing towards the loss of further land. By the early twentieth century they had lost all these large blocks, and retained only a few scattered pieces of land. Kuaotunu 3 and Te Kauanga Whenuakite were two of the final large blocks to pass out of Ngāti Hei ownership, and their loss is still keenly felt by the iwi.

Te Kauanga Whenuakite

- 2.43 The Native Land Court investigated the title of Te Kauanga Whenuakite in March 1899. It partitioned the block into seven subdivisions. Te Kauanga Whenuakite 3, of 3160 acres, was vested in trust to Rahera Tanui and Erana Te Onerere of Ngāti Hei, and the Chief Surveyor in Auckland, to raise funds by its sale to pay for the surveys and title investigation costs of the other blocks. Survey liens were mistakenly imposed against Te Kauanga Whenuakite Nos. 5 and 6 when the total cost of the survey was intended to be covered by Te Kauanga Whenuakite 3.
- 2.44 Rahera and Erana met with some difficulty in dealing with Te Kauanga Whenuakite 3. The Crown's agent at Thames wrote to Rahera and Erana about selling the land and they replied that they were "quite ready and anxious to sell, as if they do not do so they will probably lose the No 4 and 5 blocks which they reserved for themselves and their children and asked the Court to make inalienable". They had gone into debt due to the expenses of investigating the title to the blocks, including rehearings, and surveyors and other creditors were taking steps to have Te Kauanga Whenuakite Nos. 4 and 5 sold at auction. A Crown land purchase agent reported that when they were waiting in Auckland for a Court sitting he had personally advanced them £10 as they 'were ill and hadn't a penny'.
- 2.45 The Crown bought Te Kauanga Whenuakite 3 for 5/- an acre in December 1901. More than half the purchase money was used to pay off all the survey and other costs. However, Rahera and Erana still had other debts.
- 2.46 In 1910 Te Kauanga Whenuakite 5 was leased to a settler. By 1920, Ngāti Hei individuals had alienated Te Kauanga Whenuakite Nos. 4 and 5 to private parties in response to continued pressure from creditors, retaining only a 20-acre reserve in Te Kauanga Whenuakite No.4, which contained an urupā. In 1949 this reserve was also alienated from Ngāti Hei.

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DEED OF SETTLEMENT
2: HISTORICAL ACCOUNT

ENVIRONMENTAL DAMAGE

- 2.47 There has been a history of extractive industry in the Ngāti Hei rohe, including kauri logging, kauri gum digging, flax milling, and gold mining. Ngāti Hei have derived little long-term benefit from these industries, and the damage done to the environment in their rohe is a source of grievance for them.
- 2.48 Kauri gum digging was an important industry in the Ngāti Hei rohe. In the late nineteenth century Coroglen was known as Gumtown, and a large amount of gum was dug and transported down the Waiwawa River and shipped to Auckland. In 1882 10,000 tons of kauri gum was shipped from Gumtown. In 1899 over 11,000 tons of gum was removed. The removal of kauri gum caused significant environmental damage because it involved digging up a large amount of earth, which displaced most of the top soil.
- 2.49 Kauri logging was also an important industry in the Ngāti Hei rohe throughout the nineteenth century. The 1870s and 1880s were a particularly intense logging period, during which time the Crown approved timber companies damming streams and constructing large-scale timber booms to stop timber at certain points along rivers. These and other industrial activities had a destructive effect on harbours and waterways, causing flooding, siltation, and the erosion of riverbanks. Ngāti Hei lost food-gathering and burial sites due to this erosion.
- 2.50 In 1883 Peneamene Tanui and others of Ngāti Hei petitioned the Crown over access issues and environmental damage:

Firstly the booms used to harbour Kauri timber obstruct our dwellings and we cannot go forth to catch fish for ourselves ... Secondly – our land is being worn away by the ends of the Kauri logs ... tearing away the soil. Inside [the soil] are bones ... and the boom was only put up this year. In a few years we will suffer considerably as will our rising generation.

The Crown instructed the timber company in question to alter the booms so that small boats could pass through, and noted the petitioners' concern about the erosion of riverbanks but made no recommendation to address the issues of land deterioration and loss of kōiwi.

- 2.51 The Crown subsequently approved the construction of more booms, and in 1885 Ngāti Hei sent in a petition protesting against them again. Peneamene Tanui also asked the Crown why the notifications by the company were not printed in Māori as well as English, to which he again seems to have received no response. Despite these protests, the Crown continued to approve more booms and the timber companies' notices continued to be issued in English only. Over the following two decades Ngāti Hei whānau continued to protest over environmental issues caused by the logging industry such as silting, log snags, and damage to banks.
- 2.52 By the late 1920s, overfishing was damaging fish stocks on the eastern coast of the Coromandel Peninsula. In 1929 fishers from around the peninsula wrote to the Crown to protest about the impact of unrestricted fishing by large non-local vessels. The Crown imposed some restrictions on fishing in the harbours, but trawling continued in the deeper seas, and fish populations continued to decline. Mercury Bay fishers wrote

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DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

to the Crown again in 1937 to request further restrictions. They alleged there had been a dramatic decrease in small-scale fishing in the area: from 26 boats and 200 people in 1929, to seven boats and 40 full-time fishers in 1937.

- 2.53 Although some Ngāti Hei individuals were employed in these extractive industries, as an iwi they have not received lasting benefits from the exploitation of resources in their rohe. The damage done by those industries, on top of the loss of their land, made it impossible for Ngāti Hei to sustain themselves as they had traditionally done, on the land, sea, and natural resources of the peninsula. Furthermore, the depletion of these resources made it harder for Ngāti Hei to benefit from the new economy which developed in their rohe.

OHINAU ISLAND

- 2.54 The Ngāti Hei rohe includes several offshore islands on the east coast of the peninsula, which are of great cultural and economic significance to the iwi.
- 2.55 In 1923 the Crown began to build a lighthouse on Ohinau Island, a 72-acre island which lies to the northeast of Whitianga. Historically Ngāti Hei used the island to harvest muttonbirds and cultivate crops. There are wāhi tapu on Ohinau and Ngāti Hei also came to visit those sacred sites. At the time the Crown began construction of the lighthouse Ohinau Island was still in customary ownership.
- 2.56 In 1923 Ngawhira Tanui of Ngāti Hei wrote to the Crown to ask for a survey of the island for the purpose of taking her claims for ownership to the Native Land Court. The Crown reacted by delaying the Native Land Court hearings while it surveyed the island and then took it under the Public Works Act 1908.
- 2.57 Although the Crown needed only a small part of the land for the lighthouse, it acquired the whole 72-acre island. Ngāti Hei consented to the lighthouse but were not informed that the whole island was going to be acquired. When Ngawhira Tanui was later told that all of Ohinau had been taken she wrote:

...We did not expect that you, that is the Government, would do this and take our food stores, cultivations and holy grounds. The light was not objected to.

- 2.58 In cases of public works takings over customary land the Public Works Act 1908 required the Crown to apply to the Native Land Court to determine the owners of the land, and to then pay those owners compensation at market value for the land. Despite this legal requirement, the Native Land Court did not receive an application to hear the case, and the Crown paid no compensation for Ohinau Island.

SOCIO-ECONOMIC CIRCUMSTANCES AND TE REO MĀORI

- 2.59 Prior to 1840 Hauraki Māori spoke te reo Māori fluently. At the end of the nineteenth century many Hauraki Māori were bilingual, but most spoke te reo Māori as their primary means of communication. The first government Native School in Hauraki opened in 1883. The Crown saw the Native School system in part as a means of assimilating Māori, including Ngāti Hei, into European culture. Māori children were strongly discouraged from speaking their own language in Crown schools for decades,

B.D. A

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

and were punished if they did. Monolingualism increased in the period 1950-1975, when the effect of education policies was compounded by urbanisation. A new generation of parents were convinced that their children had to speak English to succeed in the Pākehā world. The supremacy of English-language mass media exacerbated this decline of te reo Māori. By 1975 five per cent of Māori children could kōrero Māori. By the end of the twentieth century, twenty-seven per cent of Hauraki Māori spoke te reo Māori, with those over the age of fifty having the highest percentage of speakers.

- 2.60 In the twentieth and early twenty-first centuries, Ngāti Hei, like other Hauraki iwi, generally experienced poorer health, including lower life-expectancy and higher infant-mortality rates, than Pākehā. Hauraki Māori also experienced higher unemployment and lower mean annual income rates than the general Aotearoa/New Zealand population during this time.

NGĀTI HEI IN THE TWENTIETH CENTURY

- 2.61 By the end of the twentieth century Ngāti Hei were virtually landless. They retained no lands around the Whitianga River or township. The vast kauri forests that were central to the iwi's identity and mana had been lost. This extensive loss of land limited Ngāti Hei's ability to benefit from the new agricultural and tourism opportunities of the twentieth century.
- 2.62 Ngāti Hei's resulting marginalisation, including loss of te reo, educational underachievement, sickness, and socioeconomic deprivation caused the iwi much suffering. Ngāti Hei men fought in the First and Second World Wars.
- 2.63 With limited opportunities in the district, most Ngāti Hei had to leave and look for work in the cities. This urbanisation undermined Ngāti Hei's ability to sustain their own culture and identity, as only a few members of the iwi remained on the peninsula to retain their traditions. The Crown's discouragement of te reo Māori, along with the fragmentation of Ngāti Hei tribal structures and the migration from ancestral lands, severely impacted Ngāti Hei's ability to pass mātauranga Māori on to their mokopuna.
- 2.64 Although Ngāti Hei retain only a tiny remnant of their original rohe in their legal ownership, they have maintained their ties to their tūrangawaewae lands and the surrounding waters, and are rebuilding their iwi traditions.

HISTORICAL ACCOUNT IN TE REO

TE TAENGA MAI O TAUWI

- 2.2 I tūtakina tuatahitia e Ngāti Hei ngā tāngata Peretānia i te 3 o ngā rā o Whiringa ā-rangi 1769 i te taenga mai o James Cook ki Te Whanganui a Hei. I a ia i reira he nui te mahi tauhokohoko a Cook me Ngāti Hei, nā te tautoko mai o tō rātou rangatira, a Toiawa, e kīia ana anō hoki, ko Toawaka. Nā Cook te whanga i tapa ki te ingoa Ingarihi arā, ko Mercury Bay.
- 2.3 Ngāwari ana te hokohoko ahakoa te putanga o te riri i ētahi wā. Nā te raruraru i puta i tētahi whakaaetanga hokohoko tōmua, ka pūhia he matāpaku e ngā heremana a Cook ā, ka whara ētahi tāne Māori tokorua. Nō muri mai ka pūhia e ngā heremana tētahi pūrepo, tūpara hoki e kī ana i te matā pahūkore. Nā reira i puare ai tētahi waka, engari te āhua nei, kāore tētahi tangata i whara.
- 2.4 Nō muri mai i te taenga mai o Cook, ka taetae mai ngā kaihokohoko Pākehā ki te rāwhiti o te raenga kuiti o Moehau/Coromandel Peninsula, he kimi taonga hei hokohoko te take. Ka patua e rātou te kekeno mō te huruhuru, ka hauhaketia anō hoki te harakeke hei taura. Ka tino wāriutia anō hoki e te Roera Taua Moana me ngā kaihokohoko Pākehā te kauri, mō tōna teiteitanga me tōna kaha hei hanga pou mō ō rātou kaupuke.

NGĀ HOKONGA WHENUA I MUA I TE TIRITI

- 2.5 I te rautau 1830 ka tīmata ētahi kaihoko rākau tokorua ki te hokohoko i te rohe o te Whanga o Ahuahu/Mercury Bay. I te tau 1836 me te tau 1837 nā tētahi o rāua i whakarite whakaaetanga me ngā rangatira o reira mō ngā whenua e hora ana mai i ngā taha e rua o te Awa o Ounuora i te taha o te Whanga o Whitianga. Ka pā ēnei whakaaetanga ki ngā tika o ngā ngahere tae atu ki te whenua tonu. He tāra hiriwa Pāniora me ngā rawa tauhokohoko te utu a taua kaihokohoko.
- 2.6 I te tau 1839 nā tētahi atu kaihokohoko i whakaae me ngā rangatira a Pehi o Ngāti Hei, Hokianga, ko Te Ngarahu Totohi, rātou ko Narou, e pā ana ki tētahi rohe whenua i te taha o Tairua i te takutai rāwhiti o te Raenga Kuiti o Moehau/Coromandel Peninsular. He kākahu, he taonga patu, he taonga mahi, he paraikete, he taputapu ā-whare te utunga.
- 2.7 I roto i ēnei hokonga i mua i te Tiriti, ka ū a Ngāti Hei ki ā rātou ake tikanga tuku iho e pā ana ki te whenua, me te tūmanako anō e mau tonu ai te mana tuku iho me ngā herenga. Hei tauira ake, i te whakaritenga mō ngā whenua o Ounuora, i kī taurangi ngā kaiwaitohu Māori me ō rātou uri 'ka whakamana, ka parahau hoki' rātou i ngā whenua o te kaihokohoko Pākehā mai i ētahi kerēme, tono kē atu anō hoki.

KŌMIHANA WHENUA

- 2.8 Nō te tau 1840 whakatūria ai e te Karauna tētahi Kōmihana Kerēme Whenua ki te āta tūhura i ngā hokonga whenua i mua i te Tiriti, ki te tūtohu anō hoki i te tuku whenua here ki ngā kainoho Pākehā. Ki te whakatauria e te Karauana, he pono, he tika te

B.D. ✓

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT IN TE REO

hokonga, ka whakawetongia te mana Māori ā, nō te Karauna kē te whenua. Nā konā i āhei ai te Karauna ki te tuku i te katoa o aua whenua ki te kaitono, ki te tohatoha wāhanga rānei ā, ka puritia te toenga ki a ia anō hei 'whenua tuwhene'.

- 2.9 I te tau 1841 i kerēme tētahi kaihokohoko i whai wāhi atu ki te hokonga whenua o Tairua i te 18,750 eka i Tairua ki te Kōmihana Kerēme Whenua. I tētahi uiuitanga i te marama o Hūrae 1844, e rua ana putanga ki te kooti engari kāore i whakatakoto taunaki noa hei tautoko i tana kerēme. Nā tētahi rangatira tana kerēme i whakahē me te kī anō hoki, kāore ōna pānga, nā te whakapapa hāngai ki te tupuna, ki a Wakaraku, i mana ai, i hokona atu ai rānei i taua hokonga. Te āhua nei, ka īnoi whakamatuatanga te kaihokohoko rā kia tū ki mua i te kōmihana i muri mai, me tana mahere kia heria mai he tāngata nō Ngāti Hei hei kaitautoko mōna. Kāore rawa ia i puta mai ā, i te 10 o Hepetema 1844, ka whakakāhore te kaikōmihana i te kerēme a te Pākehā ā, ka tūtohutia kia kaua e whakaae atu. I te marama o Nōema 1856 ka whakaingoatia e te Karauna tētahi atu kaikōmihana hei hopara anō i ngā kerēme whenua kāore i tutuki, i tautohetia rānei. Ka tirohia anōtia e te kaikōmihana te kēhi o Tairua ā, i te tau 1864 ka whakatauria he pono, he tika hoki te hokonga ā, ka whakaaetia e te Karauna te 3,357 eka ki te kaikerēme Pākehā. Ko te tukunga iho, ka ngaro te nuinga o ngā whenua takutai moana o Ngāti Hei.
- 2.10 Ka tirohia ngā hokonga o Ounuora e ngā kōmihana e rua. Ka noho te kōmihana tuatahi ki te whakawā i te hokonga o te tau 1837 i te tau 1843. Ka kerēmehia e te kaitono te wāhanga ki te rāwhiti anake me te kī atu, he iti iho te utu mō te whenua i te utu e rārangihia ana ki te tuinga hokonga. I te tau 1844 ka tuku pūrongo te kaikōmihana mō ngā hokonga o te tau 1836 me te tau 1837, e kī ana, i mana ngā hokonga. Nō te matenga o te kaitono, ka kerēme tōna hoa pakihī i ngā whenua i whakaaetia ai ki a ia. I te tau 1862, ka tūhura anō te kōmihana o muri mai i te hokonga o te tau 1837 ā, ka whakaae te kaikōmihana ki te kerēme a te kaitono ā, ka whakaaetia e te Karauna te 3,580 eka i te Whanga o Ahuahu/Mercury Bay ki a ia.
- 2.11 I kitea ētahi kōhikohiko i roto i te taunaki i whakatakotoria ai ki mua i ngā kōmihana e pā ana ki ngā rohe o ēnei hokonga ā, i ētahi wā, kāore hoki i marama te āhua o ngā rawa i utungia ki te Māori. Nō muri mai i te whakaaetanga ki ngā tūtohunga a ngā kaikōmihana, ka whakaaetia e te Karauna te whenua, tata ki te 7000 eka te rahi, ki ngā kaitono Pākehā ahakoa ngā pānga o Ngāti Hei.

NGĀ WHAKAAETANGA Ā-KOURA ME Ō RĀTOU PAPĀNGA

- 2.12 I te Poutū-te-rangi o te tau 1853 ka tae atu te pūrongo ki te Karauna e mea ana, "tērā pea he koura" kei te rohe o te Whanga o Ahuahu. Nā, ka hui te Kaikōmihana Koura a te Karauna ki ngā rangatira o reira ki te āta whiriwhiri whakaritenga e āhei ai te kerikeri i te whenua. I te marama o Paenga-whāwhā i te tau 1853 ka tae atu ngā āpiha a te Karauna ki te Whanga o Ahuahu ā, ka whakatauria he whakaaetanga me Tararoa, rangatira nō Ngāti Hei, mā rātou e whakahaere ngā mahi kerikeri i te rohe. Kāore i tutuki taua whakaaetanga nā te iti o te koura i kitea ai.

NGĀ HOKONGA A TE KARAUNA 1850-1865

- 2.13 I te tau 1839 ka kī tētahi kainoho kua hokona e ia te katoa o Ahuahu, e kīia ana, e 6000 eka te rahi. I te tau 1844, nō muri i te āta wānanga, kāore te Kōmihana Kerēme Whenua i whakaae ki te tono a te tangata rā, nā te mea kua whakaaetia kē te nuinga

DEED OF SETTLEMENT

B. D. A

2: HISTORICAL ACCOUNT IN TE REO

rawa o te whenua i āhei ai a ia. Ka pupuritia e te Karauna te 209 eka hei 'whenua tuwhene'.

- 2.14 I tau 1844 i kaha whakahē a Tararoa, rangatira o Ngāti Hei, ki ngā āpiha a te Karauna i te patunga o āna poaka i Ahuahu, he wāhi i whakaturia ai e ia he poaka mai i te tau 1838. Tae mai ki te tau 1842, e 400 pea ngā poaka e noho ana i runga i te motu rā. Tae rawa mai ki te tau 1844, tata patu te katoa i te kainoho.
- 2.15 Mai i te marama o Hongongoi 1858 ki te Kohi-tātea 1865, ka hokona e te Karauna a Ahuahu mai i ētahi iwi nō Hauraki. Kāore he taunaki i kōrero te Karauna ki a Ngāti Hei mō te hoko a te Karauna i a Ahuahu ā, i whiwhi utu rānei a Ngāti Hei mō ō rātou pānga tuku iho ki te motu, ahakoa rā i mōhio ngā āpiha a te Karauna ki aua pānga nā te whakahē o Tararoa i te patunga o āna poaka.
- 2.16 I ngā tau 1850 ka riro i te Karauna ētahi poraka nui tonu i te Raenga Kuiti o Moehau me ngā motu e tata ana. Nui ake i te 20,000 eka whenua i hokona e ia i te rohe o Ngāti Hei mai i a Ngāti Hei me ētahi atu iwi, mai i te tau 1859 ki te tau 1865. I te wā o ēnei hokonga kāore te Karauna i tuku whenua rāhui mō Ngāti Hei ā, kāore hoki i whakahaere arotakenga mō te nui o te whenua i pupuritia ai e Ngā Hei hei oranga mō rātou anō.
- 2.17 Kāore e kitea tonuhia ana he pūrongo ā-hoko e pā ana ki ētahi o ngā poraka mai i tēnei wā ā, kāore rānei he taunaki i whai wāhi ai a Ngāti Hei. Kāore e kitea ana he pukapuka whenua mō ngā poraka o Purangi, o Puhuiwai, o Ramarama me Te Hoho, huia katoatia i nui ake i te 10,000 eka. Mō te poraka o Puhuiwai, kāore he taunaki hoko, whakawhitinga rānei e wātea ana mō te poraka i mua i te whakataunga hei whenua Karauna i te tau 1862 ā, ko te tikanga kē, kāore he pūrongo e toe ana mō te rironga atu o taua whenua.

TE KOOTI WHENUA MĀORI

- 2.18 I whakatūria te Kooti Whenua Māori i raro i ngā Ture Whenua Māori o te tau 1862 me te tau 1865 ā, ka tū āna whakawākanga tuatahi ki te rohe o Hauraki i te tau 1865. Nā ngā ture i whakatū te Kooti Whenua Māori, i whakakore i te Ūpoko Tuarua o te Tiriti i āhei te Māori takitahi ki te hoko i ōna whenua ki te hunga tūmataiti, ki te Karauna rānei i muri i te whakamananga o te taitara.
- 2.19 Ka āhei te tangata Māori ki te tonu i te hōpara taitara ki te Kooti Whenua Māori mā te tāpae tonu ā-tuhi ki te Kooti. I te wā o te whakawā tonu, me mātua tae katoa mai ngā kaiwhaipānga mehemea he hiahia nō rātou ki te taitara Karauna, kāore rānei. He matarau tonu ngā tikanga tuku iho ā-whenua, nāna anō i ngāwari ai ngā āhukatanga maha e pā ana ki te whakamahi whenua mā ngā hononga ngātahi ki te whenua. Nā ngā ture whenua hou i whakarite kia pūmau ai ēnei mana ki tētahi rohe kua āta rurihia ā, kāore hoki i whai wāhi ai te katoa o ngā tāngata whai pānga tuku iho ki taua whenua. I raro i ngā tikanga tuku iho a te Māori i takitini te pupuri whenua. Kāore te taitara i tukua e te Karauna i whakaata i tēnei āhukatanga tuku iho ā, ka tangohia te whenua o te takitini, ka tukua kētia ki te tāngata takitahi, kua ki ngā whānau, ki ngā hapū, ki ngā iwi rānei.
- 2.20 Nui tonu ngā utunga e pā ana ki te hātepe whakawā whenua a te Kooti Whenua Māori; tae atu ki ngā here rūri, ngā utu ā-whakawā me ngā utunga mō te haere me te nohonga. I ētahi wā ka utu ngā kaihoko rākau, i hiahia ki te whakatau rīhi rākau, i ngā

82 A

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT IN TE REO

utu rūri e pā ana ki te hōpara taitara a te Kooti Whenua Māori ā, ka whiwhi here ki runga i te whenua. Tōna tikanga, ka hoko tūmataiti te Māori nōna ka noho nama nei. Me hoko whenua a Ngāti Hei i ētahi wā hei utu i te whakatau taitara ā, ko te tukunga iho, ka ngaro ō rātou whenua nō muri tata mai i te tukunga o te taitara. Ko te poraka o Te Kauanga Whenuakite tētahi taura (kei raro iho nei e kōrerotia ana).

- 2.21 He nui tonu te whenua o Ngāti Hei i whakawākia e te Kooti Whenua Māori i te wāhanga tuatahi o te tekau tau 1870. Mai i te tau 1870 ki te tau 1872, ka whakaaetia e te Kooti Whenua Māori te tekau mā toru poraka whenua, nui ake i te 83,000 eka te rahi, ki ngā tāngata takitahi o Ngāti Hei. Ka whakaaetia anōtia e te Kooti ētahi whenua anō ki a Ngāti Hei i roto i ngā tekau tau i muri mai.

TE NGARONGA WHENUA 1870-1890

- 2.22 I te tau 1870 i tīmataria e te Karauna tētahi kaupapa whānui tonu e pā ana ki te whakapiki i te tokomaha o te hunga manene ki Aotearoa me ngā mahinga tūmatanui nā reira anō i whakahou te hīkaka o Tauīwi ki te hoko whenua anō, huri noa i Aotearoa.
- 2.23 I te tau 1872 ka whakamanahia e te Karauna, hei māngai māna, tētahi āpiha hoko whenua, māna hei hoko whenua i te Raenga Kuiti o Moehau. I tuku pūrongo taua āpiha, he nui tonu ngā whenua e wātea ana i ngā takiwā o te Whanga o Ahuahu me Tairua.
- 2.24 Mai i te tau 1870 ki te tau 1890, 15 ngā poraka nui, nui ake i te 1000 eka, huia katoatia, he nui ake i te 93,000 eka i tūturu te tango mai i a Ngāti Hei. Nā te Karauna i hoko te 12 o aua poraka, 81,000 eka katoa te rahi.
- 2.25 I te tau 1872, i a ia e whakarārangi ana i ngā ratonga ka taea e ia hei āpiha hoko whenua, ka tūtohu tētahi kainoho me hoko e te Karauna te poraka o Tairua, kei te rohe o te 36,000 eka te rahi, nā te mea, he koura kei roto. Nāna anō hoki i tohutohu kia kaua e nui ake i te 3 herengi mō te eka kotahi te utu ā, me te whakapono anō ka hoko ia i aua whenua mō te 1 herengi me te hikipene ki te 2 herengi noa iho mō te eka kotahi. Kātahi ia ka whakatūria hei āpiha hoko whenua.
- 2.26 I te marama o Hakihea 1872, ka hokona e te Karauna a Tairua mō te 2900 pāuna, nui ake i te 1 herengi me te 7 kapa noa iho te utu mō te eka kotahi. Ka whakaae te Karauna kia tohaina he whenua rāhui 1000 eka te rahi ki ngā tāngata nō rātou te whenua, ki roto i te poraka kotahi, e rua rānei, e ai ki ngā hiahia o te iwi. Ka whakatau ngā Māori kia tū ki Te Pukioire te whenua rāhui matua, me te whakawātea i te 10 eka ki te waha o te Awa o Tairua mō tētahi Pākehā o te takiwā.
- 2.27 Nā Peneamene Tanui i tuku waea atu ki te āpiha hoko whenua ā-rohe i te marama o Mei 1875, e kī ana:

Friend, we are very much vexed. We do not wish the burial place, known as Te Karaka, at Tairua, to lie included within the Government land. We wish twenty acres to be taken there; let it be deducted from the 900 acres at Te Pukioire ...

Kīhai rawa te urupā i rāhuitia. Ka tukuna a Te Pukioire, me te poraka iti e tata ana ki te waha o te Awa o Tairua, ki ngā tāngata nō rātou a Tairua i mua, kāore he here kia kaua e hokona anōtia ā, ka hokona rawatia i roto i te tekau tau.

B.S. A

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT IN TE REO

- 2.28 I muri tata mai i te whakaaetanga o te rāhui matua i Te Pukioire ki a Ngāti Hei, ka rīhi ā-tūmataiti ētahi kaimahi tokorua a te āpiha hoko whenua i taua whenua mai i ngā Māori. Nā te kōmiti i whakatūria ai e te Pāremata i whakawā tēnei take me ētahi atu a, i whakatau i te tika o ngā mahi a te āpiha hoko whenua i raro i te ture. I māharahara te komiti mō te nui o āna mahi i ngā whakahaere mō te poraka o Tairua. Ka tūtohu te komiti me āpiha whiwhi utu ā-tau mai i te kāwanatanga anake ngā āpiha hoko whenua katoa a te Karauna i ngā tau ki muri.
- 2.29 I ētahi atu poraka nui i hokona ai e te Karauna mai i a Ngāti Hei i taua wā tonu, pērā i a Kapowai (e 8663 eka), kāore rawa i tohaina he whenua rāhui.
- 2.30 Nā te Ture Whenua Māori i te tau 1873 i whakarite kia whakatūria e te Karauna he āpiha nāna te kawenga kia pupuritia tonutia e te Māori ngā whenua e tika ana hei oranga mō rātou. I te tau 1872 ka kīia e taua tangata rā, me āta whakaaroaro te waihangatanga o ngā whenua rāhui Māori ki te Raenga Kuiti o Moehau, ā me tūturu te noho o ēnei whenua ki te Māori. Ahakoa tēnei, kāore i āta whakaarohia te wāhi ki ngā whenua rāhui, ruarua noa iho ngā rāhui i tūturu te noho ki ngā ringaringa o te Māori ā, he iti iho ngā whenua rāhui i mau ki ngā ringaringa o Ngāti Hei.

TE TUWHERATANGA O TE PAPA KOURA I KUAOTUNU

- 2.31 I te tau 1887 ka kite tētahi o ngā kaiwhaipānga Māori he koura i te poraka o Kuaotunu, engari kāore ia i pīrangi whāki atu i te wāhi kia 'whiwhi rā anō ia he hea ki roto i te kamupene kerī koura'. Nō te tau i muri mai ka kitea e ngā kaikeri Pākehā he koura ā, i te tau 1889 ka kīia taua wāhi rā e te Karauna he wāhanga nō te takiwā kerī koura o Hauraki. i te tuatahi ka whakatau whakaaetanga hāngai ngā Māori nō rātou te whenua me te hunga kerī koura me ngā kaiwhakahaere toa hokohoko. I te tau 1891 ka whakaae ngā Māori ki te tuku i te whakahaere o ngā papa kerī koura ki te Karauna, ā mai i ēnei whakakaritenga i whiwhi utu rātou, nā te mea nō rātou te whenua.
- 2.32 Nā te whakaaetanga o 1891 hoki i āta tautuhi kia tohaina he whenua rāhui hei nohonga, hei wā kāinga mō ngā Māori. Ka whakaaetia e te wātene whakahaere i te papa koura tētahi whenua rāhui, e 43 eka te nui, mai i te poraka o Kuaotunu 2A3. Heoi anō, i te tau 1899 ka whakatauria e te Kooti Whenua Māori, kāore he mana o taua wātene ki te whakatau whenua rāhui. I te tau 1899 ka hokona atu e te Māori nō rātou te whenua a Kuaotunu 2A3 ki te kaihoko Pākehā, hāunga i taua whenua rāhui e 43 eka te rahi.

TE NGARONGA WHENUA NŌ MURI I TE TAU 1890

- 2.33 I te tīmatatanga o te tau 1890 i mau tonu i Ngāti Hei he pānga i ngā poraka nui e whitu, huia katoatia, kei te rohe o te 17,000 eka.

Kuaotunu 3

- 2.34 I te marama o Whiringa-ā-nuku 1883 ka whakaaetia e te Kooti Whenua Māori ētahi pānga ki ngā tāngata takitahi o Ngāti Hei i te poraka o Kuaotunu 3, he whenua e 4916 eka te rahi. I te tau 1885 ka uru ngā Māori nō rātou a Kuaotunu 3 ki roto i tētahi whakaaetanga rīhi me tētahi kamupene poro rākau. Hei tā te hunga nō rātou te whenua, i tuku te rīhi i te mana poro rākau anake, kore rawa atu i tuku he mana anō ki te whenua. I whakapae rātou, he tinihanga te mahi a taua kamupene e pā ana ki ngā whakaritenga o te tuhinga rīhi i tāpiritia ai he mana anō ki te whenua tonu. I whakaae

B.S. *

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT IN TE REO

hoki ētahi tāngata o te wā, tae atu ki tētahi āpiha a te Karauna, he tika tā te Māori kōrero ā, he mahi tāhae kē te rīhi.

- 2.35 I te tau 1893 ka whakatū te Pāremata i tētahi Kooti Whakamana, māna hei whakamana kirimana e pā ana ki ngā whenua o waho i ngā whakaritenga o ngā ture whenua Māori. Ka haria e te kamupene poro rākau tāna kēhi ki te Kooti Whakamana i te tau 1895. He nui te aronga mai o te Karauna ki tēnei kēhi nā tana tuku mana kerikeri ki te poraka ā, mehemea ka whakaaetia te rīhi a te kamupene poro rākau, tērā pea me mātua utu kamupeneheihana te Karauna. Ka whakahau te Karauna i a Ngāti Hei ki te whakatakoto taunaki whakahē i te kamupene i noho nama ai a Ngāti Hei mō te haere te Kooti i tū ki Ākarana. Heoi anō, kāore rātou i karangatia ki te whakaputa kōrero, nā te whakatau wawe a te Kooti Whakamana kia whakakāhoretia te kēhi a te kamupene. Ka noho pouri a Ngāti Hei, "at not having an opportunity of bringing forward their objections, as they wish to show ... that 60 ponds and 13 shillings per annum was inadequate payment for six million feet of kauri timber, to say nothing of the vast quantity of puriri, pohutukawa, titree [mānuka and kānuku] etc". Ka tono te āpiha hoko whenua kia whiwhi kamupeneheihana ngā tāngata takitahi o Ngāti Hei mō te moni i whakapau i a rātau. Kāore e mōhiotia ana mehemea i tutuki.
- 2.36 I taua wā tonu o te kēhi ki te Kooti Whakamana, i te hoko pānga te Karauna i a Kuaotunu 3. Ka tīmata ngā whiriwhiringa a te Karauna me ngā Māori i ngā marama tōmua o te tau 1895 ā, ka puta wawe ngā hiahia o ētahi o te hunga nō rātou te whenua ki te pupuri whenua rāhui i te poraka. Ka tono a Peneamene rāua ko Rahera Tanui o Ngāti Hei mō te rua rau eka i tētahi kāinga tawhito, ko Te Whauwhau te ingoa i noho mai rā tētahi hapori iti. I reira a Maungatawhiri me ētahi wāhi tapu, wāhi māra kai anō hoki.
- 2.37 Kāore te Karauna i whakaae kia tukua he whenua rāhui i Te Whauwhau ki a Ngāti Hei. Ko tētahi take, kāore i whakaaetia he whenua rāhui ki te kamupene poro rākau i te tuhinga rīhi. Ahakoa te mana kore o te rīhi me te mea anō hoki he rīhi poro rākau noa iho.
- 2.38 Ka hokona e te Karauna ngā pānga katoa o Kuaotunu 3, hāunga ko ngā pānga o te kaumātua a Ereatara Tinirau i mate mai rā, me te tuku iho i ōna pānga e ai ki tana wīra ki āna irāmutu tokorua, ki a Rahere Tanui rāua ko Erana Te Onerere. Ko te tūmanako o ngā wāhine nei ka riro i a rāua ngā pānga whenua o Ereatara, ā ka hokona atu mehemea ka tohaina te whenua rāhui e rua rau eka ki Te Whauwhau mō te tango mai i te 100 pāuna mai i te utunga hoko. Nā te āpiha hoko whenua i tuhi ' e tino anipā ana rāua ki te pupuri mai i ētahi urupā, māra kai hoki' me te hiahia ano hoki kia āta tiakina ō rāua uri.
- 2.39 I haere ngā tuāhine nei ki Ākarana me Parāwai ki te whakapūmau i tō rāua tauatanga ki ngā pānga o tō rāua matua i te poraka, me te noho nama anō hoki mō aua mahi. I puta te wīra i ngā kōrero a Erana i tana taunakitanga, engari he whakapapa te tino pūtake o ngā kōrero. Kāore te Kooti Whenua i whakaae ki tā Rahera rāua ko Erana tono ā, ka tukuna ngā pānga o Ereatara i Kuaotunu 3 ki te uri tata mai i a Te Repongaiwaho, te tupuna i tautohua ai hei tupuna matua mō Kuaotunu 3 i te wā o te tūharatanga tuatahi o te taitara. Ka tuku pīra atu ngā tuāhine engari kāore noa i puta te wīra ki te Kooti Pīra ā, ka whakakāhoretia e te Kooti tā rāua pīra i runga anō i ngā tohetohe ā-whakapapa.

B.S. J

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT IN TE REO

- 2.40 I te marama o Paenga-whāwhā 1896 ka whakatauria e te Kooti Whenua Māori, i riro katoa i te Karauna ngā pānga katoa ki te whenua, hāunga anō ērā nō ngā uri whakahaheke o Ereatara i whakawhiwhi ki a Kuaotunu 3b (100 eka te rahi) me Kuaotunu 3c (e 213 eka). Kāore kē a Maungatawhiri i whai wāhi ki aua poraka.

Te Pungapunga 3

- 2.41 I te tau 1879 ka tukuna e te Karauna he rārangi ā-taitara mō Te Pungapunga 3 (e 309 eka) ki ētahi tāngata tokorua o Ngāti Hei, ko Peneamene Tanui tētahi. I te marama o Hōngongoi 1881 ka kite ngā Māori nō rātou te poraka, i poro rākau tētahi kamupene poro rākau, i hanga huarahi tereina anō hoki, kāore he rīhi whenua o te kamupene nei. Ka whakahē ngā Māori i te tūkinotanga o ō rātou whenua ā, ka tukuna he pānui takahi whenua ki te kamupene poro rākau. Kāore te kamupene i paku aro atu ki ō rātou whakahē ā, ka whakamahi tonu i te whenua. I te marama o Hakihea 1881, ka haria e ngā Māori te kēhi ki te Kooti Matua ki te whakamana i te pānui takahi. I whakatau te Kooti, kāore e rite ana te mana o te rārangi ā-taitara ki ngā mana ā-ture o te taitara noa ā, i tua atu i tēnā, kāore i nohoia te whenua e ngā tāngata nō rātou te whenua ā, kāore hoki e taea te pānui takahi te whakamana. Ko te tukunga iho, kāore i ngā tāngata nō rātou te whenua te mana whakahaere i ō rātou whenua ā, nā te noho nama mō te haere ki te Kooti i hokohoko ai rātou o rātou pānga whenua i ngā poraka whenua o Te Pungapunga i te paunga o te rautau tekau mā iwa.

- 2.42 I pakeke te whawhai a Ngāti Hei ki te pupuri i ō rātou poraka whakamutunga engari, nā te nui o ngā utu mai i ngā pakanga ā-ture i ngarongaro haere ai ētahi whenua anō. Tae mai ki te tīmatatanga o te rautau rua tekau, kua riro katoa atu ēnei poraka nunui ā, he maramara whenua noa iho i noho mai ki a rātou. Ko Kuaotunu 3 me Te Kauanga Whenuakite ngā poraka whakamutunga e rua i ngaro atu i ngā ringaringa o Ngāti Hei ā, ka mau tonu iho te mamae nui o te iwi.

Te Kauanga Whenuakite

- 2.43 I te marama o Poutū-te-rangi 1899 ka tūhuratia e te Kooti Whenua Māori te taitara mō Te Kauanga Whenuakite. Ka whakawehewehea te poraka ki ngā wāhanga e whitu. Ka hemitia ā-tarati Te Kauanga Whenuakite 3, e 3160 eka te nui, ki a Rahera Tanui rāua ko Erana Te Onerere o Ngāti Hei me te Kairūri Matua i Ākarana, mā te hoko i te whenua, e ea ai ngā nama mō te ruritanga me te tūhuratanga ā-taitara mō ērā atu poraka. I hē te whakarite here ā-rūri ki Te Kauanga Whenuakite Nama 5 me te 6, ko te tikanga kē, me kapi kē ngā utu katoa o te rūrītanga i Te Kauanga Whenuakite 3.
- 2.44 He nui ngā raruraru i pā ki a Rahera rāua ko Erana mō Te Kauanga Whenuakite 3. Ka tuhi atu te āpiha a te Karauna i Parāwai ki a rāua mō te hoko atu i te whenua ā, ka whakahoki kōrero rāua e mea ana “ e rite ana, e whāwhai ana rāua ki te hoko atu ā, ki te kore e hoko atu tērā pea ka ngaro atu ngā poraka Nama 4 me te 5, he mea pupuri tonu aua poraka mō rāua ake me ā rāua tamariki tae atu ki te īnoi ki te Kooti kia kore rawa e hokona anōtia”. Kua noho nama rāua i te nui o ngā utu mō te hōpara taitara ki ngā poraka, tae atu ki te utu whakawākanga anō ā, e hīkaka ana ngā kairūri me ētahi atu kaituku nama kia hokona i runga i te utu mākete Te Kauanga Whenuakite Nama 4 me te 5. E ai ki tētahi āpiha hoko whenua, i Tāmaki rāua e tatari ana kia noho te Kooti ā, nāna i hoatu te 10 pauna ki a rāua i te mea ‘ he māuiui he pohara anō hoki rāua. ’
- 2.45 Ka hokona e te Karauna Te Kauanga Whenuakite 3 mō te 5 herengi mō te eka kotahi i te marama o Hakihea 1901. Nui ake i te haurua o te moni hoko i whakapau ki ngā

80 4

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT IN TE REO

nama ā-rūri katoa me ētahi atu nama. Ahakoa tērā, i noho nama tonu ai a Rahera rāua ko Erana.

- 2.46 I te tau 1910 ka rīhi atu Te Kauanga Whenuakite 5 ki te Pākehā. Tae mai ki te tau 1920, nā te pēhitanga o te nama, i hoko atu ngā tāngata takitahi o Ngāti Hei i Te Kauanga Whenuakite Nama 4 me te 5 ki ngā rōpū tūmataiti. Ko te whenua rāhui e 20 eka te nui i Te Kauanga Whenuakite Nama 4 me tōna urupā anake i mau tonu i a rātou. I te tau 1949 ka ngaro atu anō hoki tēnei whenua rāhui ki a Ngāti Hei.

TE TŪKINO I TE TAIAO

- 2.47 He roa tonu te noho a te umanga tango rawa ki roto i te rohe o Ngāti Hei, mai i te poro rākau, te kerī kāpia kauri, te mīra harakeke ki te kerikeri koura. Ruarua noa iho ngā painga ā-wā roa i puta ki a Ngāti Hei mai i ēnei mahi ā, ka noho tonu te tūkinotanga ā-taiao i tō rātou rohe hei mamae nui ki a rātou.
- 2.48 He umanga nui te mahi kerī kāpia kauri i te rohe o Ngāti Hei. I ngā tau tōmuri o te rautau tekau mā iwa, ko Gumtown kē te ingoa i mōhiotia ai a Coroglen ā, he nui tonu te kāpia i kerīa, i haria nā te Awa o Waiwawa, ka tukuna atu ai ki Ākarana mā runga kaupuke. I te tau 1882, 10, 000 tōne te nui o te kāpia kauri i kawea e te kaupuke mai i Gumtown. I te tau 1899, nui ake i te 11,000 tōne kāpia i tangohia mai. He whānui tonu te tūkinotanga i te taiao mai i te tangotango o te kāpia kauri ā, nā te nui o te kerikeri whenua, i peia ai te nuinga o te oneone o runga.
- 2.49 He umanga whakahirahira anō te poro rākau kauri i te rohe o Ngāti Hei i te rautau tekau mā iwa. I ngā tekau tau 1870 me ngā tekau tau 1880 i nui rawa te poro rākau i muri i te whakaaetanga o te Karauna kia pāpunitia e ngā kamupene poro rākau ngā awa tae atu ki te hangahanga pou kakati rākau hei aukati i te rere o ngā rākau i ētahi pito o ngā awa. He kino rawa atu te pānga o ēnei āhuetanga me ētahi atu mahi umanga ki ngā whanga me ngā rerenga wai ā, he waipuke, he parakiwai, he horo whenua i ngā tahataha awa te otinga iho. Nā te horo whenua ka ngaro i a Ngāti Hei ētahi o tō rātou wāhi kohi kai, urupā anō hoki.
- 2.50 I te tau 1883 ka tuku petihana a Peneamene Tanui me ētahi atu o Ngāti Hei ki te Karauna mō te whai wāhitanga me te tūkinotanga i te taiao:

Firstly the booms used to harbour Kauri timber obstruct our dwellings and we cannot go forth to catch fish for ourselves ... Secondly – our land is being worn away by the ends of the Kauri logs ... tearing away the soil. Inside [the soil] are bones ... and the boom was only put up this year. In a few years we will suffer considerably as will our rising generation.

Ka whakahau te Karauna i taua kamupene poro rākau rā ki te whakarerekē i ngā pou kakati kia taea ai e ngā poti paku te whakawhitiwhiti me tana whakaaro anō mō ngā āwangawanga o ngā kaituku petihana e pā ana ki te horonga o ngā tahataha awa. Engari, kāore he tūtuhunga mō te horo whenua me te whakangaro kōiwi.

- 2.51 Nō muri mai ka whakaae te Karauna kia hangaia he pou kakati anō ā, i te tau 1885 ka tuku petihana whakahē anō a Ngāti Hei. Ka pātai hoki a Peneamene Tanui he aha i tuhia ai ngā pānui i te reo Ingarihi anake, kua ko te reo Māori. Engari kāore he kōrero a te Karauna. Ahakoa ēnei mahi whakahē ka whakaae tonu te Karauna ki te hanga pou

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT IN TE REO

me te tuhi pānui ki ngā kamupene poro rākau i te reo Ingarihi anake. I roto i ngā tekau tau e rua i muri mai, ka tuku whakahē tonu a Ngāti Hei mō ngā mahi tūkinu i te taiao a ngā kamupene pērā i te parakiwai, te taitā rākau me te tūkinu pareparenga.

- 2.52 Tae noa mai ki ngā tau tōmuri o ngā tekau tau 1920 ka mimiti haere te rawa ika i te taha rāwhiti o te Raenga Kuiti o Moehau nā te kaha rawa o te hao. I te tau 1929 ka tuhi reta whakahē ētahi kaihi ika o te raenga kuiti mō te pānga o ngā mahi hao ika herekore a ngā kaupuke nui nō wāhi kē. Ka whakatau here te Karauna mō te hao ika ki ngā whanga engari ka haere tonu te tō kupenga i ngā moana hōhonu, ka tāmatemate haere ai ngā rawa ika. I te tau 1937 ka tono here anō ngā kaihao ika o te Whanga o Ahuahu ki te Karauna. Ko te whakapae hoki, kua heke rawa ngā mahi hao ika i te rohe: mai i te 26 poti me te 200 tāngata i te tau 1929, ki te whitu poti me ngā kaihao ika wā kiki 40 i te tau 1937.
- 2.53 Ahakoa i whiwhi mahi ētahi tāngata takitahi o Ngāti Hei i ēnei umanga tangotango rawa kāore i riro mai ētahi painga pūmau ki te iwi mai i ngā mahi apoapo rawa i tō rātou rohe. Nā ngā mahi tūkinu a ērā umanga, me te ngaro haere o tō rātou whenua kāore rawa i hua mai he painga mō Ngāti Hei pērā i tō mua tau mai i te whenua me ngā rawa o te taiao o te raenga kuiti. Waihoki, nā te itiiti haere o ēnei rawa i uaua ake ai ki a Ngāti Hei ki te kimi oranga mai i te ohanga hou i tipu mai i tō rātou rohe.

TE MOTU O OHINAU

- 2.54 Ka tae atu te rohe o Ngāti he i ki ētahi motu ki tai i te taha rāwhiti o te raenga kuiti ā, he mana ahurea, he mana ōhanga anō hoki o ēnei motu ki te iwi.
- 2.55 I te tau 1923 ka tīmata te Karauna ki te hanga whare rama ki runga i te Motu o Ohinau, he motu e 72 eka te rahi ki te taha whakarua o Whitianga. He wāhi kohikohi tītī, whakatupu kai hoki a Ohinau mā Ngāti Hei. He wāhi tapu anō hoki kei Ohinau ā, torotoro atu ai a Ngāti Hei ki aua wāhi. I te tīmatatanga o te hanga i te whare rama ki runga i a Ohinau i ngā ringaringa tonu o te Māori te motu.
- 2.56 I te tau 1923 ka tuhi atu a Ngawhira Tanui o Ngāti Hei ki te Karauna me te īnoi kia rūrihia te motu hei tāutoko i āna kerēme whenua ki te Kooti Whenua Māori. Ko te whakautu a te Karauna, he whakaroaroa i ngā whakawātanga a te Kooti Whenua Māori kia oti rā anō tana rūri i te motu. Kātahi ka tangohia atu i raro i te Ture Hanganga Tūmatanui 1908.
- 2.57 Ahakoa ngā hiahia o te Karauna ki tētahi wāhanga paku noa iho o te motu, ka riro katoa te 72 eka o te motu. Ahakoa te whakaaetanga o Ngāti Hei ki te whare rama, kāore rātou i whakamōhio atu ki te iwi ka tangohia te motu katoa. Ka tuhi reta a Ngawhira Tanui i muri mai i te tangohanga o te motu katoa o Ohinau:

...We did not expect that you, that is the Government, would do this and take our food stores, cultivations and holy grounds. The light was not objected to.

- 2.58 I ngā wā i tangohia ai te whenua taketake Māori, i raro te Ture Hanganga Tūmatanui 1908 i herea te Karaunga kia tono ki te Kooti Whenua Māori, mā rātou e whakatau nō wai kē aua whenua ā, ka utu i te wāriu māketete ki te hunga nō rātou te whenua. Ahakoa tēnei whakaritenga ā-ture, kāore i tae atu te tono ki te Kooti Whenua Māori kia rangona

B. A. A

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT IN TE REO

te kēhi. Ā, mutu rawa ake kāore te Karauna i utu kamupeneheihana mō te Motu o Ohinau.

NGĀ ĀHUATANGA Ā-PAPORI, Ā-ŌHANGA ME TE REO MĀORI

- 2.59 I mua i te tau 1840 ka kōrero Māori ngā Māori o Hauraki. I te mutunga o te rautau tekau mā iwa, tokomaha tonu ngā kaikōrero reorua o Hauraki engari, ko te reo Māori kē te reo tuatahi mō te nuinga. I whakatuwheratia te Kura Māori tuatahi i Hauraki i te tau 1883. Ki tā te Karauna i mahere ai, mā te pūnaha o ngā Kura Māori e whakapākeha te Māori, me Ngāti Hei anō hoki. I kaha whakahē ngā tamariki Māori mō te kōrero i tō rātou reo ake i ngā kura mō e hia kē ngā tekau tau ā, patua ai rātou mō te kōrero Māori i te kura. Ka piki haere te reotahitanga mai i te tau 1950 ki te tau 1975 nā te pānga o ngā kaupapa here mātauranga tāpiri atu ki te hekenga ki ngā tāone nunui. I ū tētahi whakaturanga o ngā mātua hou ki te whakaaro, me kōrero Ingarihi kē ā rātou tamariki kia puta ai te ihu i roto i te ao Pākehā. Nā te kaha o te pāpāho reo Ingarihi i tere ake te tāmatemate haere te reo Māori. I te tau 1975 e rima ōrau o ngā tamariki Māori i mātau ai ki te kōrero Māori. Tae rawa mai ki te paunga o te rautau rua tekau, rua tekau mā whitu ōrau o ngā Māori o Hauraki i kōrero Māori ai, ko te hunga pakeke ake i te rima tekau tau te nuinga o ngā kaikōrero Māori.
- 2.60 I te rautau rua tekau me ngā tau tōmua o te rautau rua tekau mā tahi i manauhea a Ngāti Hei me ētahi atu iwi o Hauraki tae atu ki ngā tatauranga teitei ake o te mate moata o te pakeke me te mate ohore o te kohungahunga i ō te Pākehā. I teitei ake hoki te kore mahi o ngā Māori o Hauraki tae atu ki te toharite o te whiwhinga moni ā-tau i raro rawa i ō te papori whānui o Aotearoa nei.

KO NGĀTI HEI I TE RAUTAU RUA TEKAU

- 2.61 I te mutunga o te rautau rua tekau kua tata whenua kore te iwi o Ngāti Hei. Kāore ō rātou whenua ake i te takiwā o te Awa o Whitianga me te tāone. Kua ngaro ngā ngahere rākau kauri nunui, te whatumanawa o te tuakiri me te mana o te iwi. Nā te whānui o te ngaronga whenua i iti iho ai te āheitanga o Ngāti Hei ki te whiwhi painga oranga mō rātou mai i ngā mahi ahuhenua me ngā mahi tāpoi anō hoki i te rautau rua tekau.
- 2.62 Nā te pēhi i a Ngāti Hei, mai i te ngaro o te reo Māori, te kore e eke panuku i ngā taumata o te mātauranga, te māuiuitanga, tae atu ki te whakaeo ā-ahurea, ā-ōhanga hoki, i nui ai te mamae o te iwi. I whawhai hoki ngā tāne o Ngāti Hei i te Pakanga Tuatahi me te Pakanga Tuarua o te Ao.
- 2.63 Nā te itiiti o ngā huarahi e wātea ana ki a Ngāti Hei i tō rātou rohe ake, ka wehewehe atu te nuinga o rātou ki te kimi mahi i ngā tāone nunui. Nā konā i memeha haere ai te kaha o Ngāti Hei ki te mau tonu ki ā rātou tikanga Māori. Nā te whakahētanga o te Karauna i te reo Māori, tae atu ki te tīhaehaetanga o ngā āhuatanga ā-iwi o Ngāti Hei me te wehewehe atu o te tokomaha i ngā whenua tuku iho, i nui ai te pā o te kino ki te kaha o Ngāti Hei ki te tuku iho i te Mātauranga Māori ki ā rātou mokopuna.
- 2.64 Ahakoa anō te wāhanga pakupaku noa iho o tō rātou rohe ake kei ngā ringaringa tonu o Ngāti Hei, e mau tonu ana rātou ki ngā hononga ki ō rātou tūrangawaewae me ō rātou wai, ā, e whakarauora ana rātou i ā rātou tikanga ake.

3 ACKNOWLEDGEMENTS AND APOLOGY

ACKNOWLEDGEMENTS

- 3.1 The Crown acknowledges that Ngāti Hei has well founded and strongly felt grievances and that until now it has failed to address those in an appropriate manner. The Crown's provision of redress to Ngāti Hei for those historical grievances is long overdue.
- 3.2 The Crown acknowledges the contribution that Ngāti Hei has made to New Zealand's war efforts overseas.
- 3.3 The Crown acknowledges that Ngāti Hei have a long-held grievance about the manner in which the Crown acquired land from the Purangi, Whenuakite and Hahei blocks through pre-1865 purchases, including the Crown's failure to provide:
- 3.3.1 reserves for Ngāti Hei, and failing to ensure that Ngāti Hei were able to reserve sites of particular significance and places of residence within the Crown purchase blocks;
 - 3.3.2 leasing as an alternative to purchase when it acquired these blocks; and
 - 3.3.3 surveys that defined the exact boundaries of the Purangi, Whenuakite and Hahei blocks at the time of the purchase.
- 3.4 The Crown acknowledges that it failed to investigate and recognise Ngāti Hei's customary interests in Ahuahu (Great Mercury Island) when it purchased the island from other Hauraki iwi, and that this failure was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.5 The Crown acknowledges that:
- 3.5.1 it introduced the native land laws without consulting Ngāti Hei and the individualisation of title imposed on Ngāti Hei lands was inconsistent with Ngāti Hei tikanga;
 - 3.5.2 Ngāti Hei whānau and hapū had no choice but to participate in the Native Land Court system to protect their interests in their lands and to integrate land into the modern economy;
 - 3.5.3 the operation and impact of the native land laws, in particular the awarding of land to individual Ngāti Hei rather than to their iwi or hapū, made those lands more susceptible to partition and alienation; and
 - 3.5.4 this contributed to the erosion of the traditional tribal structures of Ngāti Hei which were based on collective tribal and hapū custodianship of land; and the Crown failed to take adequate steps to protect those structures and this was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

80 X

DEED OF SETTLEMENT

3: ACKNOWLEDGEMENTS AND APOLOGY

- 3.6 The Crown further acknowledges that the Native Land Court title determination process carried significant costs, including survey and hearing costs, which at times led to further alienations of Ngāti Hei land.
- 3.7 The Crown acknowledges that the degradation of the environment arising from gold mining, gum digging, flax milling, commercial fishing, deforestation and associated burn-off, siltation, introduced weeds and pests, farm run-off, and other pollution has been a source of distress and grievance to Ngāti Hei. The Crown further acknowledges that this greatly harmed traditional sources of kai, and that Ngāti Hei actively protested environmental damage in their rohe.
- 3.8 The Crown acknowledges that the costs associated with travelling to Auckland to attend a Validation Court hearing regarding a disputed timber lease caused Ngāti Hei hardship, and that this contributed to pressure to alienate the Kuaotunu 3 block. The Crown further acknowledges that it failed to grant Ngāti Hei a reserve when it alienated the Kuaotunu 3 block because no reserve had been granted in the terms of the timber lease, despite the lease being ruled invalid in the Validation Court.
- 3.9 The Crown acknowledges that Ngāti Hei was rendered virtually landless due to the cumulative effect of the Crown's actions and omissions. The Crown acknowledges that its failure to ensure that Ngāti Hei retained sufficient lands for its present and future needs was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.10 The Crown acknowledges that the loss of land and resources had a negative impact on the ability of Ngāti Hei to participate in new economic opportunities and challenges emerging within their rohe in the twentieth century.
- 3.11 The Crown acknowledges that:
- 3.11.1 it compulsorily acquired Ohinau Island in 1924 under public works legislation, and that it failed to identify the owners and pay them compensation despite a legal requirement to do so, and despite knowing of Ngāti Hei interests in the island;
 - 3.11.2 it took the whole 72-acre island when only 800 square metres were needed for the lighthouse;
 - 3.11.3 it failed to adequately consult Ngāti Hei over the extent of this acquisition, and as a result Ngāti Hei were not aware until after the proclamation that the whole island had been taken; and
 - 3.11.4 these actions prejudiced Ngāti Hei, did not meet the standards of good faith and fair dealing that found expression in Te Tiriti o Waitangi/the Treaty of Waitangi and constitute a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.12 The Crown acknowledges the harm endured by many Ngāti Hei tamariki from decades of Crown policies that strongly discouraged the use of te reo Māori in schools. The Crown also acknowledges the detrimental effects this had on Māori language

B.D. A

DEED OF SETTLEMENT

3: ACKNOWLEDGEMENTS AND APOLOGY

proficiency and fluency and the impact on the inter-generational transmission of te reo Māori and knowledge of mātauranga Māori practices.

APOLOGY

- 3.13 The Crown offers this apology to Ngāti Hei, to your tūpuna and your mokopuna.
- 3.14 The Crown prejudiced Ngāti Hei by promoting laws and policies which led to the loss of your whenua, and damage to the environment that sustains you. The relationship between the Crown and Ngāti Hei might have been one of mutual advantage. Instead, the Crown's acts and omissions have severely undermined Ngāti Hei's wellbeing and ability to pass on mātauranga Māori to their mokopuna.
- 3.15 For its actions which harmed Ngāti Hei, and for its breaches of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles, the Crown unreservedly apologises.
- 3.16 Through this settlement the Crown acknowledges the mana and rangatiratanga of Ngāti Hei and hopes to restore its own honour, which has been tarnished by its history of failures in relation to its Treaty partner. Let us begin again, and together build an enduring relationship based on mutual trust, respect, and good faith, guided by Te Tiriti o Waitangi/the Treaty of Waitangi and the spirit into which it was entered.

B.D. A

ACKNOWLEDGEMENTS AND APOLOGY IN TE REO

- 3.1 E whakaae ana te Karauna ki ngā nawe, kīhai rawa i whakatikaina i runga i te tika me te pono, ā tae noa mai ki nāianeī. Tōmuri rawa te tuku rongoā a te Karauna ki a Ngāti Hei mō ēnei mamaetanga o ngā tau roa kua hipa.
- 3.2 E whakaae ana te Karauna ki te takoha o ērā uri o Ngāti Hei i whawhai mō Aotearoa i ngā pakanga ki tāwāhi.
- 3.3 E whakaae ana te Karauna, mō ngā tau roa i mamae ai a Ngāti Hei i te mahi kimi whenua a te Karauna mai i ngā poraka o Purangi, o Whenuakite me Hahei nā ngā hokonga i mua i te tau 1865, tae atu ki te hapanga o te Karauna ki te whakarato:
- 3.3.1 He whenua rāhui mō Ngāti Hei, me te hapanga ki te whakaū i te mana o Ngāti Hei ki te whakarāhui wāhi whai tikanga me ngā wāhi whakatū whare mō Ngāti Hei ki roto i ngā poraka whenua i hokona ai e te Karauna;
- 3.3.2 He rīhi hei huarahi kē atu i te hokonga nōna ka whiwhi i ēnei poraka whenua; ā
- 3.3.3 he rūritanga hoki e tautohu ana i ngā rohe tōtika o ngā poraka whenua o Purangi, o Whenuakite me Hahei i te wā o te hokonga atu.
- 3.4 E whakaae ana te Karauna ki tana hapanga ki te hōpara, ki te whakamana hoki i ngā pānga tuku iho o Ngāti Hei ki Ahuahu i te wā i hokona mai ai taua motu i ētahi atu iwi o Hauraki, ā he takahitanga tēnei i te Tiriti o Waitangi me ōna mātāpono.
- 3.5 E whakaae ana te Karauna:
- 3.5.1 nāna i whakatau ngā ture whenua Māori me te kore e āta whiriwhiri kōrero me Ngāti Hei, ā he tikanga kē ki a Ngāti Hei te whakatakitahi taitara i whakaritea ki runga i ngā whenua o Ngāti Hei;
- 3.5.2 kāore he huarahi kē atu i te uru ki te pūnaha o te Kooti Whenua Māori hei whakamarumarū i ō rātou pānga ki ēnei whenua, ā ki te whakakotahi anō hoki i te whenua ki roto i te ōhanga hou;
- 3.5.3 nā te whakahaere me te pānga o ngā ture whenua Māori, mātua tonu, ko te whakaae whenua atu ki ngā tāngata takitahi o Ngāti Hei, kua ki ō rātou iwi, ki ō rātou hapū rānei, i ngāwari ake ai te whakawehewehe me te whakangarongaro whenua; ā
- 3.5.4 ka tāpiritia ēnei mahi hē ki te turakitanga o ngā whakahaeretanga tuku iho ā-iwi o Ngāti Hei. He āhuatanga i pūtake mai i te kaitiakitanga ā-iwi, ā-hapū i te whenua; i tua atu, ka hapa te Karauna ki te āta whakamarumarū i ēnei āhuatanga, ā he takahitanga tērā i te Tiriti o Waitangi me ōna mātāpono.

BJ A

DEED OF SETTLEMENT

3: ACKNOWLEDGEMENTS AND APOLOGY IN TE REO

- 3.6 E whakaae ana anō hoki te Karauna, nā te hātepe whakatau taitara a te Kooti Whenua Māori i pā mai ngā utunga nui, tae atu ki ngā utu ā-rūri, ā-whakawā hoki ā, ko te otinga ake i ētahi wā, ko te ngaronga whenua anō o Ngāti Hei.
- 3.7 E whakaae ana te Karauna, nā ngā mahi tūkinō i te taiao mai i ngā kaupapa kerī koura, kerī kāpia, te mīra harakeke, te kaupapa hī ika ā-arumoni, te patupatu ngahere me ngā tahunga ahi, te parakiwai, te mau mai i ngā tarutau me ngā ngāngara, ngā ruketanga para pāmu me ētahi atu momo para, ka pā te kaha āwangawanga, mamae anō hoki ki a Ngāti Hei. E whakaae ana anō te Karauna, ka tino tāmātematea ngā wāhi whakatupu kai o mua ā, he kaha te whakahē o Ngāti Hei ki ēnei tūkinotanga ā-taiao i tō rātou rohe.
- 3.8 E whakaae ana te Karauna, nā ngā utunga ki te haere ki Ākarana ki tētahi whakawātanga a te Kooti Whakamana e pā ana ki te tautohenga mō tētahi rīhi poro rākau, i whakapāwera a Ngāti Hei ā, i kaha ake ai te hiahia ki te hoko atu i te poraka o Kuaotunu 3. I tua atu, e whakaae ana anō te Karauna ki tōna hē arā te kore e whakaae whenua rāhui ki a Ngāti Hei i te wā i tangohia ai a Kuaotunu 3, nā te mea kaore i whakaaetia he whenua rāhui i ngā whakaritenga o te rīhi poro rākau, ahakoa anō te whakatau manakore o taua rīhi poro rākau i te Kooti Whakamana.
- 3.9 E whakaae ana te Karauna, nā te pānga o ngā mahi me ngā hapanga katoa a te Karauna, i whenua kore ai a Ngāti Hei. E whakaae ana te Karauna, nā āna hapanga ki te whakaū whenua e tika ana ki a Ngāti Hei e ea ai o rātou hiahia mō nāianeī, mō āpōpō hoki, ka takahia te Tiriti o Waitangi me ōna mātāpono.
- 3.10 E whakaae ana te Karauna, i pā kino te whakangaro whenua, rawa anō hoki ki te āheinga o Ngāti Hei ki te uru atu ki ngā huarahi ohanga hou me ngā wero e tupu ake ana i tō rātou rohe i te rautau rua tekau.
- 3.11 E whakaae ana te Karauna:
- 3.11.1 Nāna i tango te Motu o Ohinau i te tau 1924 i raro i ngā hanganga ture ā-mahinga tūmatanui ā, kāore i tautohua ngā tāngata nō rātou te whenua kia utungia ai he kamupeneheihana, ahakoa te whakaritenga o te ture me te mōhio tonu ki ngā pānga o Ngāti Hei ki te motu;
- 3.11.2 I tangohia te katoa o te motu, e 72 eka te rahi, ahakoa te 800 mita ā-porowhā anake e hiahiatia ana kia tū ai te whare rama;
- 3.11.3 I hapa ki te āta whakawhitiwhiti kōrero me Ngāti Hei mō te whānuitanga o tēnei hokonga ā, ko te tukunga iho, kāore a Ngāti Hei i mōhio ka tūmatanui rā anō ai te tangohanga katoa o te motu; ā
- 3.11.4 nā ēnei mahi i whakaiti ai a Ngāti Hei, a, kāore i tutuki ngā taumata o te pono me te tika i whakahuatia ake i roto i te Tiriti o Waitangi ā, ka takahia anōtia te Tiriti o Waitangi me ōna mātāpono.
- 3.12 E whakaae ana te Karauna ki ngā mamae i pā ki ngā tamariki a Ngāti Hei mō te kōrero Māori mai i ngā tekau tau e whakahau ana ngā kaupapa here a te Karauna kia kaua e whakamahia te reo Māori i ngā kura. E whakaae ana hoki te Karauna mō ngā pānga

BA A

DEED OF SETTLEMENT

3: ACKNOWLEDGEMENTS AND APOLOGY IN TE REO

kikino ki te matataunga me te kōrerotia o te reo Māori, tae atu ki te pānga ki te tuku iho i te reo Māori me te mōhio ki ngā ritenga Mātauranga Māori a tētahi whakatipuranga ki tētahi whakatipuranga.

WHAKAPĀHATANGA A TE KARAUNA

- 3.13 Ka tāpae atu te Karaunai i tēnei whakapāhatanga ki a Ngāti Hei, ki ō koutou tūpuna, ki ā koutou mokopuna anō hoki.
- 3.14 I whakatoihara te Karauna i a Ngāti Hei nā te whakatairanga ture, kaupapa here anō hoki i whakangaro atu ai i ō koutou whenua tae atu ki te tūkinotanga ā-taiao. Me he wā kē atu, kua whiwhi painga ngātahi mai te Karauna me Ngāti Hei. Engari, nā ngā mahi me ngā hapanga a te Karauna i kaha ai te memehatanga o te oranga o Ngāti Hei, tae atu ki te āheinga ki te tuku iho i te Mātauranga Māori atu ki ā rātou mokopuna.
- 3.15 Mō āna mahi i kaha mamae ai a Ngāti Hei me āna takahitanga o te Tiriti o Waitangi me ōna mātāpono, ka tuku whakapāhatanga herekore te Karauna.
- 3.16 Mā tēnei whakataunga ka whakaae te Karauna ki te mana me te rangatiratanga o Ngāti Hei, tae atu ki tōna hiahia ki te whakahou i te hōnore kua waikuratia e ōna hapanga mai rā anō ki tōna hoa Tiriti. Me tīmata anō tātou ki te whakawhanaunga pūmau mā te whakapono ngātahi, te whakamiha me te ngākau pono. He āhuatanga e aratakina ai e te Tiriti o Waitangi me tōna wairua atawhai.

4 SETTLEMENT

ACKNOWLEDGEMENTS

- 4.1 Each party acknowledges that –
- 4.1.1 the Crown has to set limits on what, and how much, redress is available to settle the historical claims; and
 - 4.1.2 it is not possible to –
 - (a) fully assess the loss and prejudice suffered by Ngāti Hei as a result of the events on which the historical claims are based; or
 - (b) fully compensate Ngāti Hei for all loss and prejudice suffered; and
 - 4.1.3 the settlement is intended to enhance the ongoing relationship between Ngāti Hei and the Crown (in terms of Te Tiriti o Waitangi/the Treaty of Waitangi, its principles, and otherwise).
- 4.2 Ngāti Hei acknowledge that, taking all matters into consideration (some of which are specified in clause 4.1), the settlement is fair, and the best that can be achieved, in the circumstances.

SETTLEMENT

- 4.3 Therefore, on and from the settlement date –
- 4.3.1 the historical claims are settled; and
 - 4.3.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and
 - 4.3.3 the settlement is final.
- 4.4 Except as provided in this deed or the settlement legislation, the parties' rights and obligations remain unaffected.
- 4.5 Without limiting clause 4.4, the parties acknowledge, in particular, that the settlement does not affect any rights Ngāti Hei may have to obtain recognition in accordance with the Marine and Coastal Area (Takutai Moana) Act 2011, including recognition of the following:
- 4.5.1 protected customary rights (as defined in that Act);
 - 4.5.2 customary marine title (as defined in that Act).

DEED OF SETTLEMENT

4: SETTLEMENT

REDRESS

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

IMPLEMENTATION

- 4.7 The settlement legislation will on the terms provided by sections 15 to 20 of the draft settlement bill –
- 4.7.1 settle the historical claims; and
 - 4.7.2 exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement; and
 - 4.7.3 provide that the legislation referred to in section 17 of the draft settlement bill does not apply –
 - (a) to a redress property or a purchased deferred selection property if settlement of that property has been effected; or
 - (b) for the benefit of Ngāti Hei or a representative entity; and
 - 4.7.4 require any resumptive memorial to be removed from a certificate of title or a computer register for a redress property or a purchased deferred selection property if settlement of that property has been effected; and
 - 4.7.5 provide that the rule against perpetuities and the Perpetuities Act 1964 does not –
 - (a) apply to a settlement document; or
 - (b) prescribe or restrict the period during which –
 - (i) the trustees of the Hei o Wharekaho Settlement Trust, being the governance entity, may hold or deal with property; and
 - (ii) the Hei o Wharekaho Settlement Trust may exist; and
 - 4.7.6 require the Chief Executive of the Ministry of Justice to make copies of this deed publicly available.

82. ✓

DEED OF SETTLEMENT

4: SETTLEMENT

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

5 CULTURAL REDRESS

CULTURAL REDRESS PROPERTIES VESTED IN THE GOVERNANCE ENTITY

- 5.1 The settlement legislation will, on the terms provided by sections 22 to 42 and 45 of the draft settlement bill, vest in the governance entity on the settlement date –

Purangi

- 5.1.1 the fee simple estate in Purangi, being Diggers Hill Scenic Reserve; and

Rangihau

- 5.1.2 the fee simple estate in Rangihau; and

Kohuamuri

- 5.1.3 the fee simple estate in Kohuamuri; and

Tapu Point property

- 5.1.4 the fee simple estate in the Tapu Point property; and

Opou

- 5.1.5 the fee simple estate in Opou subject to the governance entity providing a registrable conservation covenant in relation to that property in the form set out in part 5.1 of the documents schedule and this vesting will be subject to the Minister of Conservation granting the Crown, immediately prior to the vesting to the governance entity, a registrable right of way easement in relation to the property in the form set out in part 5.2 of the documents schedule; and

Hereheretaura Pā

- 5.1.6 the fee simple estate in Hereheretaura Pā, as a historic reserve named Hereheretaura Pā Historic Reserve, with the governance entity as the administering body; and

Te Pare Pā

- 5.1.7 the fee simple estate in Te Pare Pā, being Te Pare Point Historic Reserve, as a historic reserve named Te Pare Pā Historic Reserve, with the governance entity as the administering body; and

80 J

DEED OF SETTLEMENT
5: CULTURAL REDRESS

Kaitoke / Pukekaroro

- 5.1.8 the fee simple estate in Kaitoke / Pukekaroro as a scenic reserve named Kaitoke / Pukekaroro Scenic Reserve, with the governance entity as the administering body; and

Pukeumu

- 5.1.9 the fee simple estate in Pukeumu, being Black Jack Scenic Reserve, as a scenic reserve named Pukeumu Scenic Reserve, with the governance entity as the administering body; and

Opuā

- 5.1.10 the fee simple estate in Opuā, being Cook Bluff Scenic Reserve, as a scenic reserve named Opuā Scenic Reserve, with the governance entity as the administering body; and

Matarangi Pā

- 5.1.11 the fee simple estate in Matarangi Pā, being part of Matarangi Bluff Scenic Reserve, as a scenic reserve named Matarangi Pā Scenic Reserve, with the governance entity as the administering body; and

Te Rerepiki

- 5.1.12 the fee simple estate in Te Rerepiki as a scenic reserve named Te Rerepiki Scenic Reserve, with the governance entity as the administering body; and

Te Puia

- 5.1.13 the fee simple estate in Te Puia, being Hot Water Beach Domain Recreation Reserve, as a recreation reserve named Te Puia Recreation Reserve; and

Whitianga Pā

- 5.1.14 the fee simple estate in Whitianga Pā, being Whitianga Rock Scenic and Historic Reserve, as a scenic and historic reserve named Whitianga Pā Scenic and Historic Reserve, with the governance entity as the administering body; and

Paparoa site A

- 5.1.15 the fee simple estate in Paparoa site A, being part of Shakespeare's Cliff Scenic and Historic Reserve, shown as A on deed plan OTS-100-17 (subject to survey) as a local purpose (education and cultural) reserve named Paparoa Local Purpose (Education and Cultural) Reserve; and

(B) A

DEED OF SETTLEMENT
5: CULTURAL REDRESS

Paparoa site B

- 5.1.16 the fee simple estate in Paparoa site B, being part of Shakespeare's Cliff Scenic and Historic Reserve, shown as B and C on deed plan OTS-100-17 (subject to survey) as a scenic and historic reserve named Paparoa Scenic and Historic Reserve.

Paparoa site A, Paparoa site B and Te Puia

- 5.2 The settlement legislation will, on the terms provided by section 58 of the draft settlement bill, provide that a joint management body will be established as the administering body to administer the reserves referred to in clauses 5.1.13, 5.1.15 and 5.1.16, the members of which will be appointed by the governance entity and Thames-Coromandel District Council.

Puke Pakira

- 5.3 Clause 5.4 applies, only if an unconditional agreement for sale and purchase between the Crown and the registered proprietors of computer freehold register SA59D/242 that relates to the areas shown A and B on deed plan OTS-100-10 (subject to survey) exists on the settlement date.
- 5.4 The settlement legislation will, on the terms provided by section 35 of the draft settlement bill, on the settlement date –
- 5.4.1 vest in the Crown as Crown land subject to the Land Act 1948, the area shown as B on deed plan OTS-100-10 (subject to survey);
- 5.4.2 vest in the registered proprietors of computer freehold register SA59D/242, the fee simple estate in the area shown as A on deed plan OTS-100-10 (subject to survey);
- 5.4.3 vest in the governance entity the fee simple estate in Puke Pakira (being the area shown as B and C on deed plan OTS-100-10 (subject to survey) and described in part 1 of schedule 1 of the draft settlement bill), as a historic reserve named Puke Pakira Historic Reserve, with the governance entity as the administering body.
- 5.5 If the unconditional agreement for sale and purchase referred to in clause 5.3 does not exist on the settlement date, the settlement legislation will, on the terms provided by section 36 of the draft settlement bill, vest in the governance entity the fee simple estate in Puke Pakira (being the area shown as A and C on deed plan OTS-100-10 (subject to survey) and described in part 2 of schedule 1 of the draft settlement bill), as a historic reserve named Puke Pakira Historic Reserve, with the governance entity as the administering body.

88 A

DEED OF SETTLEMENT
5: CULTURAL REDRESS

JOINT CULTURAL REDRESS PROPERTIES VESTED IN THE GOVERNANCE ENTITY AND OTHER GOVERNANCE ENTITIES

Pauanui Tihi

- 5.6 The settlement legislation will, on the terms provided by section 44 of the draft settlement bill, provide that, –
- 5.6.1 on the settlement date the fee simple estate in Pauanui Tihi 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 the Ngāti Maru Rūnanga Trust; and
- 5.6.2 Pauanui Tihi is to be a scenic reserve named Pauanui Tihi Scenic Reserve; and
- 5.6.3 a joint management body will be established which will be the administering body for the reserve.

Opera Point property

- 5.7 The settlement legislation will, on the terms provided by section 43 of the draft settlement bill, provide that –
- 5.7.1 on the settlement date the fee simple estate in Opera Point property, being part of Opera Point Historic Reserve, 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 the Te Patukirikiri Iwi Trust; and
- 5.7.2 Opera Point property is to be a historic reserve named Opera Point Historic Reserve; and
- 5.7.3 a joint management body will be established which will be the administering body for the reserve.

APPOINTMENT TO MANAGE MARGINAL STRIPS

- 5.8 The settlement legislation will, on the terms provided by section 50 of the draft settlement bill, provide that the governance entity is appointed as the manager of each of the following marginal strips as if such appointments were made under section 24H of the Conservation Act 1987:

8.3 A

DEED OF SETTLEMENT

5: CULTURAL REDRESS

- 5.8.1 Opuā Marginal Strip as shown on deed plan OTS-100-36;
- 5.8.2 Purangi marginal strip reserved from the vesting of Purangi referred to in clause 5.1.1; and
- 5.8.3 Tapu Point marginal strip reserved from the vesting of the Tapu Point property referred to in clause 5.1.4.

PROVISIONS IN RELATION TO CERTAIN CULTURAL REDRESS PROPERTIES

- 5.9 The settlement legislation will, on the terms provided by section 67 of the draft settlement bill, provide that each cultural redress property referred to in clause 5.10 be included as part of the Hauraki Gulf Marine Park.
- 5.10 Clause 5.9 applies in relation to each of the following cultural redress properties:
 - 5.10.1 Hereheretaura Pā:
 - 5.10.2 Opera Point property:
 - 5.10.3 Opuā:
 - 5.10.4 Paparoa site A:
 - 5.10.5 Paparoa site B:
 - 5.10.6 Pauanui Tihi:
 - 5.10.7 Pukeumu:
 - 5.10.8 Te Pare Pā:
 - 5.10.9 Te Puia:
 - 5.10.10 Te Rerepiki:
 - 5.10.11 Whitianga Pā.
- 5.11 The settlement legislation will, on the terms provided by sections 54 and 55 of the draft settlement bill, provide that –
 - 5.11.1 each of the following properties must be treated as if its land were included in Schedule 4 of the Crown Minerals Act 1991:
 - (a) Hereheretaura Pā:
 - (b) Kaitoke / Pukekaroro:

B.S. A

DEED OF SETTLEMENT
5: CULTURAL REDRESS

- (c) Kohuamuri:
 - (d) Matarangi Pā:
 - (e) Opera Point property:
 - (f) Opou:
 - (g) Opua:
 - (h) Paparoa site A:
 - (i) Paparoa site B:
 - (j) Puke Pakira:
 - (k) Pukeumu:
 - (l) Purangi:
 - (m) Rangihau:
 - (n) Te Pare Pā:
 - (o) Te Puia:
 - (p) Whitianga Pā; and
- 5.11.2 to the extent relevant, section 61(1A) and (2) (except paragraph (db)) of the Crown Minerals Act 1991 applies to each of the properties specified in clause 5.11.1; and
- 5.11.3 for the purposes of clause 5.11.2 reference to –
- (a) a Minister or Ministers or to the Crown (but not the reference to a Crown owned mineral) must be read as a reference to the governance entity; and
 - (b) a Crown owned mineral must be read as including a reference to the minerals vested in the governance entity by section 122 of the draft settlement bill; and
- 5.11.4 clauses 5.11.1 to 5.11.3 do not apply if the Governor-General, by Order in Council made in accordance with section 55 of the draft settlement bill, declares that any or all of the properties specified in clause 5.11.1 are no longer to be treated as if the land were included in Schedule 4 of the Crown Minerals Act 1991.

B.D. A

DEED OF SETTLEMENT

5: CULTURAL REDRESS

- 5.12 The settlement legislation will, on the terms provided by section 40 of the draft settlement bill, provide that –
- 5.12.1 despite the vesting of Te Puia, the improvements (but not the carpark) owned by the Thames-Coromandel District Council and attached to Te Puia as at the date of its vesting will remain vested in the Thames-Coromandel District Council and section 40 will apply to those improvements;
 - 5.12.2 despite the provisions of section 40, the governance entity is not liable for an improvement (other than the carpark) for which it would, apart from that section, be liable by reason of its ownership of the property;
 - 5.12.3 for the purposes of administering Te Puia under the Reserves Act 1977, the administering body is responsible for any decisions in respect of a matter that arises from a person exercising, or purporting to exercise, a right in relation to an improvement (including the carpark) attached to the property; and
 - 5.12.4 for the purposes of clause 5.12, **carpark** means the area marked A on OTS-100-18.
- 5.13 The settlement legislation will, on the terms provided by sections 32 and 34 of the draft settlement bill, provide that –
- 5.13.1 despite the vestings of Paparoa site A and Paparoa site B, the improvements owned by the Thames-Coromandel District Council and attached to Paparoa site A and Paparoa site B as at the date of the vestings will remain vested in the Thames-Coromandel District Council and sections 32 and 34 will apply to those improvements; and
 - 5.13.2 despite the provisions of sections 32 and 34, the governance entity is not liable for an improvement for which it would, apart from that section, be liable by reason of its ownership of those properties.

CROWN MINERALS

- 5.14 The settlement legislation will, on the terms provided by subpart 2 of part 3 of the draft settlement bill, provide that –
- 5.14.1 despite section 11 of the Crown Minerals Act 1991 (minerals reserved to the Crown), any Crown owned minerals in any cultural redress property vested in the governance entity under the settlement legislation, vest with, and form part of, that property; but
 - 5.14.2 that vesting does not –
 - (a) limit section 10 of the Crown Minerals Act 1991 (petroleum, gold, silver and uranium); or
 - (b) affect other existing lawful rights to subsurface minerals.

8.2. J

DEED OF SETTLEMENT

5: CULTURAL REDRESS

- 5.15 The settlement legislation will, on the terms provided by subpart 2 of part 3 of the draft settlement bill, provide that any minerals in Pauanui Tihi or the Opera Point property that would have been reserved to the Crown by section 11 of the Crown Minerals Act 1991 (but for clause 5.14.1) will be owned by the governance entity in the same proportions in which the fee simple estate is held by it.
- 5.16 Sections 125 to 134 of the draft settlement bill establish a regime for the payment of royalties received by the Crown, in the previous 8 years, in respect of the vested minerals to which clause 5.14 applies.
- 5.17 The Crown acknowledges, to avoid doubt, that it has no property in any minerals existing in their natural condition in Maori customary land (as defined in Te Ture Whenua Maori Act 1993), other than those minerals referred to in section 10 of the Crown Minerals Act 1991 or if provided in any other enactment.

GENERAL PROVISIONS IN RELATION TO CULTURAL REDRESS PROPERTIES

- 5.18 Each cultural redress property is to be –
- 5.18.1 as described in schedule 1 of the draft settlement bill; and
- 5.18.2 vested on the terms provided by –
- (a) sections 22 to 67 of the draft settlement bill; and
- (b) part 2 of the property redress schedule; and
- 5.18.3 subject to any other encumbrances, or other documentation, in relation to that property –
- (a) required by clause 5.1.5 to be provided by the governance entity; or
- (b) required by the settlement legislation; and
- (c) in particular, referred to by schedule 1 of the draft settlement bill.

VEST AND VEST BACK OF TE KARAKA

- 5.19 In clauses 5.20 and 5.21, Te Karaka has the meaning given to it by section 68 of the draft settlement bill.
- 5.20 The settlement legislation will, on the terms provided by section 72 of the draft settlement bill, provide that –
- 5.20.1 on the vesting date, the fee simple estate of Te Karaka vests in the governance entity;
- 5.20.2 on the 30th day after the vesting date, the fee simple estate in Te Karaka

B.D. A

DEED OF SETTLEMENT
5: CULTURAL REDRESS

vests back in the Crown;

- 5.20.3 the following matters apply as if the vestings in clauses 5.20.1 and 5.20.2 had not occurred –
- (a) Te Karaka remains a recreation reserve under the Reserves Act 1977;
 - (b) the Thames-Coromandel District Council remains the registered proprietor and the administering body of Te Karaka;
 - (c) any enactment, instrument or interest that applied to Te Karaka immediately before the vesting date continues to apply to it;
 - (d) to the extent that the statutory acknowledgement applies to Te Karaka immediately before the vesting date, it continues to apply to the property; and
 - (e) the Thames-Coromandel District Council retains all liability for Te Karaka; and
- 5.20.4 the vestings in clauses 5.20.1 and 5.20.2 are not affected by part 4A of the Conservation Act 1987, section 10 or 11 of the Crown Minerals Act 1991, section 11 or part 10 of the Resource Management Act 1991, or any other enactment that relates to the land; and
- 5.20.5 the vesting referred to in clause 5.20.1 is not a disposal of RFR land under the Pare Hauraki Collective Redress legislation.

Vesting date

- 5.21 The settlement legislation will, on the terms provided by section 71 of the draft settlement bill, provide that, –
- 5.21.1 the governance entity may give written notice of the proposed date of vesting to the Minister of Conservation; and
 - 5.21.2 the proposed date must not be more than two years after the settlement date; and
 - 5.21.3 the governance entity must give the Minister of Conservation at least 40 business days' notice of the proposed date; and
 - 5.21.4 the Minister of Conservation must publish a notice in the *Gazette* –
 - (a) specifying the vesting date; and
 - (b) stating that the fee simple estate in Te Karaka vests in the governance entity on the vesting date; and

8.1 A

DEED OF SETTLEMENT
5: CULTURAL REDRESS

5.21.5 for the purposes of clauses 5.20 and 5.21, **vesting date** means –

- (a) the date proposed by the governance entity in accordance with clauses 5.21.1 to 5.21.3; or
- (b) the date two years after the settlement date, if no date is proposed.

VEST AND VEST BACK OF REPANGA (CUVIER) ISLAND NATURE RESERVE

5.22 In clauses 5.23 and 5.24, **Repanga (Cuvier) Island Nature Reserve** has the meaning given to it by section 68 of the draft settlement bill.

5.23 The settlement legislation will, on the terms provided by section 70 of the draft settlement bill, provide that –

5.23.1 on the vesting date, the fee simple estate of Repanga (Cuvier) Island Nature Reserve vests in the following:

- (a) the governance entity;
- (b) the trustees of the Ngāti Maru Rūnanga Trust;
- (c) the trustees of the Ngāti Tamaterā Treaty Settlement Trust;
- (d) an entity that represents the members of Ngaati Whanaunga for the purposes of the vesting; and

5.23.2 on the seventh day after the vesting date, the fee simple estate in Repanga (Cuvier) Island Nature Reserve vests back in the Crown;

5.23.3 the following matters apply as if the vestings in clauses 5.23.1 and 5.23.2 had not occurred –

- (a) Repanga (Cuvier) Island Nature Reserve remains a nature reserve under the Reserves Act 1977;
- (b) any enactment, instrument or interest that applied to Repanga (Cuvier) Island Nature Reserve immediately before the vesting date continues to apply to it;
- (c) to the extent that the overlay classification applies to Repanga (Cuvier) Island Nature Reserve immediately before the vesting date, it continues to apply to the property; and
- (d) the Crown retains all liability for Repanga (Cuvier) Island Nature Reserve;

5.23.4 the vestings in clauses 5.23.1 and 5.23.2 are not affected by part 4A of the

B.A. \$

DEED OF SETTLEMENT

5: CULTURAL REDRESS

Conservation Act 1987, section 10 or 11 of the Crown Minerals Act 1991, section 11 or part 10 of the Resource Management Act 1991, or any other enactment that relates to the land; and

- 5.23.5 the vesting referred to in clause 5.23.1 is not a disposal of RFR land under the Pare Hauraki Collective Redress legislation.

Vesting date

- 5.24 The settlement legislation will, on the terms provided by section 69 of the draft settlement bill, provide that, –

5.24.1 the governance entity and the trustees specified in clause 5.23.1(b) to (d) (**specified trustees**) may give written notice of the proposed date of vesting to the Minister of Conservation; and

5.24.2 the proposed date must not be later than one year after the settlement date; and

5.24.3 the specified trustees must give the Minister of Conservation at least 40 business days' notice of the proposed date; and

5.24.4 the Minister of Conservation must publish a notice in the *Gazette* –

(a) specifying the vesting date; and

(b) stating that the fee simple estate in Repanga (Cuvier) Island Nature Reserve vests in the specified trustees on the vesting date; and

5.24.5 for the purposes of clauses 5.23 and 5.24, **vesting date** means –

(a) the date proposed by the specified trustees in accordance with clauses 5.24.1 to 5.24.3; or

(b) the date one year after the settlement date, if no date is proposed.

OVERLAY CLASSIFICATION

- 5.25 The settlement legislation will, on the terms provided by sections 73 to 87 of the draft settlement bill –

5.25.1 declare each of the following areas to be overlay areas subject to:

(a) te o a Hei, in relation to Cathedral Cove Recreation Reserve (as shown on deed plan OTS-100-22); and

(b) an overlay classification, in relation to Repanga (Cuvier) Island Nature Reserve (as shown on deed plan OTS-100-23); and

8.1 A

DEED OF SETTLEMENT

5: CULTURAL REDRESS

- 5.25.2 provide the Crown's acknowledgement of the statement of Ngāti Hei values in relation to each of the overlay areas; and
- 5.25.3 require the New Zealand Conservation Authority, or a relevant conservation board –
 - (a) when considering a conservation management strategy, conservation management plan or national park management plan, in relation to an overlay area, to have particular regard to the statement of Ngāti Hei values, and the protection principles, for the overlay area; and
 - (b) before approving a conservation management strategy, conservation management plan or national park management plan, in relation to an overlay area, to –
 - (i) consult with the governance entity; and
 - (ii) have particular regard to its views as to the effect of the strategy or plan on Ngāti Hei values, and the protection principles, for the area; and
- 5.25.4 require the Director-General of Conservation to take action in relation to the protection principles; and
- 5.25.5 enable the making of regulations and bylaws in relation to the overlay areas.
- 5.26 The statement of Ngāti Hei values, the protection principles and the Director-General's actions are in part 1 of the documents schedule.

STATUTORY ACKNOWLEDGEMENT

- 5.27 The settlement legislation will, on the terms provided by sections 88 to 100 of the draft settlement bill –
 - 5.27.1 provide the Crown's acknowledgement of the statements by Ngāti Hei of their particular cultural, spiritual, historical, and traditional association with the following areas:
 - (a) Hikuai River Area (as shown on deed plan OTS-100-25);
 - (b) Kapowai River Area (as shown on deed plan OTS-100-26);
 - (c) Kuaotunu Recreation Reserve (as shown on deed plan OTS-100-37);
 - (d) Otama Beach (including Otama Sand Dunes Recreation Reserve, and Otama Beach Recreation Reserve) (as shown on deed plan OTS-100-27);
 - (e) Punaruku Scenic Reserve (as shown on deed plan OTS-100-28);

B.D. J

DEED OF SETTLEMENT

5: CULTURAL REDRESS

- (f) Rivers, streams and their tributaries within the Tairua Harbour catchment area (as shown on deed plan OTS-100-29);
 - (g) Tapuaetahi (including Tapuaetahi Scenic Reserve) (as shown on deed plan OTS-100-31);
 - (h) Te Karaka (as shown on deed plan OTS-100-30);
 - (i) Whangapoua Forest Conservation Area (as shown on deed plan OTS-100-33);
 - (j) Rivers, streams and their tributaries within the Whangapoua Harbour catchment area (as shown on deed plan OTS-100-34);
 - (k) Rivers, streams and their tributaries within the Wharekawa Harbour catchment area (as shown on deed plan OTS-100-32); and
 - (l) Rivers, streams and their tributaries within the Whitianga Harbour catchment area (as shown on deed plan OTS-100-35); and
- 5.27.2 provide the Crown's acknowledgement of the statement of values by Ngāti Hei in relation to the particular cultural, spiritual, historical and traditional association of Ngāti Hei with the coastal and maritime area (as shown on deed plan OTS-100-24) (**Hei o Wharekaho tiakimoana**); and
- 5.27.3 require relevant consent authorities, the Environment Court and Heritage New Zealand Pouhere Taonga to have regard to the statutory acknowledgements described in clauses 5.27.1 and 5.27.2; and
- 5.27.4 require relevant consent authorities to forward to the governance entity –
- (a) summaries of resource consent applications 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
- 5.27.5 enable the governance entity, and any member of Ngāti Hei, to cite the statutory acknowledgement as evidence of Ngāti Hei association with a statutory area.
- 5.28 The parties acknowledge that the Hei o Wharekaho tiakimoana provided for under clause 5.27.2 –
- 5.28.1 applies to the coastal and maritime area of Ngāti Hei as a whole, but that individual iwi with interests in Hauraki have particular areas of interest within that coastal and maritime area; and

⑧.8 ✱

DEED OF SETTLEMENT
5: CULTURAL REDRESS

- 5.28.2 contemplates that any rights of Ngāti Hei under the Hei o Wharekaho tiakimoana –
- (a) will be exercised in a manner that is consistent with tikanga; and
 - (b) enable the governance entity to waive the rights in relation to all or any part of the coastal and maritime area by written notice to the relevant consent authority by including a description of the extent and duration of any such waiver of rights.
- 5.29 The statements of association, and the statement of values for Hei o Wharekaho tiakimoana, are in part 2 of the documents schedule.

PROTOCOLS

- 5.30 Each of the following protocols must, by or on the settlement date, be signed and issued to the governance entity by the responsible Minister or that Minister's delegated representative –
- 5.30.1 the taonga tūturu protocol; and
 - 5.30.2 the primary industries protocol.
- 5.31 Each protocol sets out how the Crown will interact with the governance entity with regard to the matters specified in it.

FORM AND EFFECT OF PROTOCOLS

- 5.32 Each protocol will be –
- 5.32.1 in the form in the documents schedule; and
 - 5.32.2 issued under, and subject to, the terms provided by sections 101 to 106 of the draft settlement bill.
- 5.33 A failure by the Crown to comply with a protocol is not a breach of this deed.

CONSERVATION RELATIONSHIP AGREEMENT

- 5.34 The parties must use reasonable endeavours to agree, and enter into, a conservation relationship agreement by the settlement date.
- 5.35 The conservation relationship agreement must be entered into by the governance entity and the Minister of Conservation and the Director-General of Conservation.
- 5.36 A party is not in breach of this deed if the conservation relationship agreement has not been entered into by the settlement date if, on that date, the party is negotiating in good faith in an attempt to enter into it.

88 A

DEED OF SETTLEMENT
5: CULTURAL REDRESS

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

RUAMAAHUA

- 5.38 The Crown will consider the operation of the Grey-Faced Petrel (Northern Muttonbird) Notice 1979 as it applies to Ruamaahua regarding its alignment with the current titi season. The Crown acknowledges the significance of Ruamaahua to Ngāti Hei. The Crown intends that any redress over Ruamaahua provided in a Treaty settlement will include Ngāti Hei.

PROMOTION OF RELATIONSHIPS

Local authorities

- 5.39 By not later than six months after the settlement date, the Minister for Treaty of Waitangi Negotiations will write a letter (**letter of facilitation**), in the form set out in part 7 of the documents schedule, to the Mayor of each local authority listed in clause 5.41.
- 5.40 The purpose of a letter of facilitation is to:
- 5.40.1 raise the profile of Ngāti Hei with each local authority receiving it; and
 - 5.40.2 advise the local authority of matters of particular importance to Ngāti Hei relevant to that local authority.
- 5.41 The local authorities referred to in clause 5.39 are:
- 5.41.1 Thames-Coromandel District Council;
 - 5.41.2 Waikato Regional Council.

Museums

- 5.42 By not later than six months after the settlement date, the Minister for Treaty of Waitangi Negotiations will write a letter (**letter to museums**), in the form set out in part 8 of the documents schedule, to the Chief Executive of each museum listed in clause 5.44.
- 5.43 The purpose of a letter to museums is to –
- 5.43.1 raise the profile of Ngāti Hei with each museum receiving it; and
 - 5.43.2 encourage each museum to engage with Ngāti Hei on Ngāti Hei taonga held by those museums.
- 5.44 The museums referred to in clause 5.42 are –

BA A

DEED OF SETTLEMENT
5: CULTURAL REDRESS

- 5.44.1 Auckland War Memorial Museum:
- 5.44.2 Canterbury Museum:
- 5.44.3 Museum of New Zealand Te Papa Tongarewa:
- 5.44.4 Waikato Museum.

Crown agencies and entities

- 5.45 By not later than six months after the settlement date, the Director of the Office of Treaty Settlements will write a letter (**letter of introduction**), in the form set out in in part 9 of the documents schedule, to the Chief Executive of each Crown agency and entity listed in clause 5.47 introducing Ngāti Hei and the governance entity.
- 5.46 The purpose of a letter of introduction is to –
 - 5.46.1 raise the profile of Ngāti Hei with each Crown agency and entity receiving it; and
 - 5.46.2 provide a platform for better engagement between Ngāti Hei and each Crown agency and entity.
- 5.47 The Crown agencies and entities referred to in clause 5.45 are –
 - 5.47.1 Heritage New Zealand Pouhere Taonga; and
 - 5.47.2 Ministry of Business, Innovation and Employment.

STATEMENTS OF ASSOCIATION WITH MOEHAU AND TE AROHA

- 5.48 The Crown acknowledges that Ngāti Hei has an association with, and asserts certain spiritual, cultural, historical and traditional values in relation, to the following –
 - 5.48.1 Moehau maunga; and
 - 5.48.2 Te Aroha maunga.
- 5.49 The statements by Ngāti Hei of their associations and values are set out in part 3 of the documents schedule.
- 5.50 The parties acknowledge that these statements are not intended to give rise to any rights or obligations.

B.A. A

DEED OF SETTLEMENT
5: CULTURAL REDRESS

OFFICIAL GEOGRAPHIC NAMES

- 5.51 The settlement legislation will, on the settlement date, provide for each of the names listed in column 2 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
Castle Island	Castle Island / Ngātūturu	BA36 576 158	Island
Rabbit Island	Motu-o-Whairaka / Rabbit Island	BA35 517 332	Island
Rabbit Island	Waikaiā / Rabbit Island	BB36 602 933	Island
Grahams Stream	Waitoko Stream	BB35 490 026– BB36 541 019	Stream
Wigmore Stream	Ko Tahuri-ki-te-Rangi Stream	BA35 504 171– BA35 508 189	Stream
The Twins (Motumanga)	Motumāhanga / The Twins	BA35 501 279	Island

- 5.52 The settlement legislation will provide for the official geographic names on the terms provided by sections 107 to 110 of the draft settlement bill.

ORIGINAL MĀORI NAMES

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

Existing Name	Requested original Māori name	Location (NZTopo50 and grid references)	Geographic feature type
New Chums Beach	Wainuiototo	BA35 327360 to BA35 333351	Beach
Mill Bay (local use name)	Waokauri	BA35 337327 to BA35 344326	Bay
Rings Beach	Waiari	BA35 398320 to BA35 405319	Beach

82 *

DEED OF SETTLEMENT

5: CULTURAL REDRESS

Existing Name	Requested original Māori name	Location (NZTopo50 and grid references)	Geographic feature type
Grays Bay (local use name)	Waimoka	BA35 411320 to BA35 417320	Beach
Unnamed beach	Pitoone	BA35 417320 to BA35 424323	Beach
Unnamed beach	Whaorei	BA35 478348 to BA35 483350	Beach
Opito Bay	Māhinapua	BA35 494347 to BA35 517329	Bay
Crayfish Bay (local use name)	Taukānihi	BA36 524305 to BA36 525303	Bay
Humbug Bay	Takototahi	BA35 516301 to BA36 521303	Bay
Horseshoe Bay	Te Wāhirore	BA35 478293 to BA35 480294	Bay
Double Bay (eastern bay)	Whanga-o-Tiki	BA35 470288 to BA35 471288	Bay
Double Bay (western bay)	Onepoto	BA35 468286 to BA35 470288	Bay
Ohuka Beach	Ōhuka	BA35 410231 to BA35416 232	Beach
Buffalo Beach (between Tarapatiki Stream and Taputapuatea Stream)	Arerowhero	BA35 410230 to BA35 409218	Beach
Buffalo Beach (between Taputapuatea Stream and near the mouth of Whitianga Harbour)	Pouhokoiti	BA35 409217 to BA35 415205	Beach
Buffalo Beach (approximately 150 metres of Buffalo Beach near the mouth of Whitianga Harbour)	Hou-a-Tanga	BA35 415205 to BA35 416203	Beach
Mercury Bay	Te Whanganui-a-Hei	BA35 453248 to BA35 468215	Bay
Whakapenui Point	Whakapēnuī	BA35 420209	Point
Royal Billy Point	Mauariki	BB36 547006	Point

(8) A K

DEED OF SETTLEMENT

5: CULTURAL REDRESS

Existing Name	Requested original Māori name	Location (NZTopo50 and grid references)	Geographic feature type
Green Point	Pukepoto	BB36 520 975	Point
Red Mercury Island (Whakau)	Whākau	BB36 622 429	Island
Green Island	Karamea	BA36 546408	Island
Green Island	Kākāriki	BA36 546408	Island
Whale Rock	Tohorā	BA36 609349	Island
Old Man Rock	Motu-hara-o-Kupe	BA36 543335	Island
Moturoa Island (Tower Rock)	Moturoa	BA35 489220	Island
Mahurangi Island (Goat Island)	Mahurangi	BA35 514203	Island
Shoe Island (Motuhua)	Motuhua	BB36 585019	Island
Unnamed Rock (southern rock to east of Watchman Rock)	Motuwharo	BB36 595956	Rock
Watchman Rock	Rangipuke	BB36 595957	Rock
Slipper Island (Whakahau)	Wakahau	BB36 615954	Island
Penguin Island	Kuranui	BB36 607939	Island
Te Tutu	Ōhāriu	BA35 408308	Hill
Fog Hill	Hikurangi	BA35 329126	Hill
Red Hill	Kōkōwai	BA35 420180	Hill
Pumpkin Hill	Puke Paukena	BB36 535037	Hill
Sandy Bay	Pokoharu	BA35 491299 to BA35 495301	Bay
Unnamed beach	Panerahi	BA35 457278 to BA35 455275	Beach
Motueka Island (Pigeon Island)	Te Kūraetanga-o-taku-ihu	BA35 499215	Island
Back Bay (local use name)	Kaiwaka	BA35 419200 to BA35 418200	Bay
Middle Island	Ngāraurapa	BB36 744054	Island
Green Hill (local use name)	Ngananganaia	BA35 408105	Hill

B.D. A

DEED OF SETTLEMENT

5: CULTURAL REDRESS

Existing Name	Requested original Māori name	Location (NZTopo50 and grid references)	Geographic feature type
Motuto Point	Motutou	BA35 335352	Point

CULTURAL REDRESS PAYMENT

5.54 The Crown must pay the governance entity on the settlement date -

5.54.1 \$150,000 and the governance entity may, at its discretion, apply all or some of that amount towards cultural revitalisation; and

5.54.2 \$206,500 to enable the governance entity to purchase the 22 Nicholas Avenue property, from the Pare Hauraki collective commercial entity as set out at clause 8.3.

AHUAHU / GREAT MERCURY ISLAND

5.55 The Crown acknowledges that Ahuahu / Great Mercury Island is of cultural significance to Ngāti Hei and has acknowledged a Treaty breach in respect of the Crown acquisition of the island. The Crown intends that any redress over Crown-owned land on Ahuahu / Great Mercury Island provided to any Iwi of Hauraki includes Ngāti Hei.

CULTURAL REDRESS GENERALLY NON-EXCLUSIVE

5.56 The Crown may do anything that is consistent with the cultural redress, including entering into, and giving effect to, another settlement that provides for the same or similar cultural redress.

5.57 However, the Crown must not enter into another settlement that provides for the same redress as set out in clauses 5.1, 5.3 to 5.5, 5.8, 5.19 to 5.21 and clauses 5.14 to 5.17 as they relate to clauses 5.1 and 5.3 to 5.5.

6 OHINAU ISLAND

HISTORICAL ACCOUNT RELATING TO OHINAU ISLAND

- 6.1 The historical account relating to Ohinau Island (as shown on deed plan OTS-100-20) is set out in clauses 2.54 to 2.58.

OHINAU ISLAND VESTED IN THE GOVERNANCE ENTITY

- 6.2 The settlement legislation will, on the terms provided by section 111 of the draft settlement bill, on the settlement date vest in the governance entity the fee simple estate in Ohinau Island, subject to the governance entity providing a registrable ground lease in relation to that property in the form set out in part 10 of the documents schedule.
- 6.3 The provisions of clauses 4.7.3, 4.7.4, 5.14, 5.16 to 5.18, and 5.56 and 5.57 are to be read so as to include Ohinau Island, as if the property were a cultural redress property.

B.A. A

7 FINANCIAL AND COMMERCIAL REDRESS

FINANCIAL REDRESS

- 7.1 The Crown must pay the governance entity on the settlement date \$1,230,949.00, being the financial and commercial redress of \$8,500,000.00 less –
- 7.1.1 \$4,675,000.00, being the transfer value of the share of Whenuakite Station referred to in clause 7.3.1(a)(i); and
- 7.1.2 \$500,000.00 (**on-account payment**), being the on-account payment as provided for in clause 7.2 on account of the settlement; and
- 7.1.3 \$2,094,051.00, being the agreed transfer value of the properties referred to in clauses 8.3.1 to 8.3.3 or an agreed portion of the agreed transfer value if the property is being jointly transferred on account of the settlement.
- 7.2 As soon as reasonably practicable after the date of this deed, the Crown will pay the on-account payment to the governance entity on account of the financial and commercial redress amount.

WHENUAKITE STATION

- 7.3 Whenuakite Station is to be –
- 7.3.1 transferred by the Crown –
- (a) on the settlement date to the governance entity and the trustees of the Ngāti Tamaterā Treaty Settlement Trust, as tenants in common in the following shares:
- (i) an undivided 85% share in the governance entity;
- (ii) an undivided 15% share in the trustees of the Ngāti Tamaterā Treaty Settlement Trust; and
- (b) in relation to the share referred to in clause 7.3.1(a)(i), 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
- (c) on the terms of transfer in part 6 of the property redress schedule; and
- 7.3.2 as described, and is to have, in relation to the share referred to in clause 7.3.1(a)(i), the transfer value provided, in part 3 of the property redress schedule.
- 7.4 The transfer of Whenuakite Station will be –

B.D. A

DEED OF SETTLEMENT

7: FINANCIAL AND COMMERCIAL REDRESS

- 7.4.1 subject to, and where applicable with the benefit of, the encumbrances provided in the property redress schedule in relation to that property; and
- 7.4.2 subject to the Crown by or on the settlement date granting the grazing licence in relation to the property in the form set out in part 5.3 of the documents schedule.

DEFERRED SELECTION PROPERTY

- 7.5 The governance entity may, during the deferred selection period for the deferred selection property described in subpart A of part 4 of the property redress schedule (being the Coroglen School site (land only)) give the Crown a written notice of interest in accordance with paragraph 5.1 of the property redress schedule.
- 7.6 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.
- 7.7 The Coroglen School site (land only) is to be leased back to the Crown, immediately after purchase by the governance entity, on the terms and conditions provided by the lease for that property in part 6 of the documents schedule (being a registrable ground lease for the property, ownership of the improvements remaining unaffected by the purchase).

WITHDRAWAL OF COROGLLEN SCHOOL SITE (LAND ONLY)

- 7.8 In the event that the Coroglen School site (land only) 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 accordance with paragraph 5.1 of the property redress schedule in respect of the school site, give written notice to the governance entity advising it that the school site is no longer available for selection by the governance entity in accordance with clause 7.5. The right under clause 7.5 ceases in respect of the school site on the date of receipt of the notice by the governance entity under this clause.

JOINT DEFERRED SELECTION PROPERTY (TAIRUA SCHOOL SITE (LAND ONLY))

- 7.9 The governance entity may, during the deferred selection period for the Tairua School site (land only) more particularly described in subpart B of part 4 of the property redress schedule, give the Crown a written notice of interest in accordance with paragraph 5.1 of the property redress schedule. To avoid doubt, clause 7.6 applies to this clause.
- 7.10 The governance entity's right to give the Crown a notice of interest under clause 7.9 is shared jointly with the trustees of the Ngāti Maru Rūnanga Trust, and accordingly, part 5 of the property redress schedule provides, amongst other things, that –

B.A. A

DEED OF SETTLEMENT

7: FINANCIAL AND COMMERCIAL REDRESS

- 7.10.1 a notice of interest under paragraph 5.1 of the property redress schedule must –
- (a) be in the form set out in appendix 1 to subpart A of part 5 of the property redress schedule; and
 - (b) be signed by both entities; and
 - (c) specify a person or entity who will be the single point of contact for the purposes of part 5 of the property redress schedule; and
- 7.10.2 an election notice under paragraph 5.4 of the property redress schedule must –
- (a) be in the form set out in appendix 2 to subpart A of part 5 of the property redress schedule; and
 - (b) be signed by both entities; and
 - (c) specify each entity that elects to purchase the property (each, a **purchasing entity**); and
 - (d) specify a single point of contact and bank account for the purposes of part 6 of the property redress schedule; and
- 7.10.3 if a notice under paragraph 5.4 of the property redress schedule specifies more than one entity, the transfer of the Tairua School site (land only) will be to each specified entity as tenants in common in shares specified in the notice; and
- 7.10.4 if the trustees of the Ngāti Maru Rūnanga Trust are the sole purchasing entity, or one of the purchasing entities, that entity will be deemed to have been a party to this deed for the purposes of the provisions in this deed relating to the transfer of the Tairua School site (land only).
- 7.11 The Tairua School site (land only) is to be leased back to the Crown, immediately after its purchase by the purchasing entities, on the terms and conditions provided by the lease for that property in part 6 of the documents schedule (being a registrable ground lease for the property, ownership of the improvements remaining unaffected by the purchase).

WITHDRAWAL OF TAIRUA SCHOOL SITE (LAND ONLY)

- 7.12 In the event that Tairua School site (land only) becomes surplus to the land holding agency's requirements, then the Crown may, at any time before the entities specified in clause 7.10 have given a notice of interest in accordance with paragraph 5.1 of the property redress schedule in respect of the school site, give written notice to the governance entity advising it that the school site is no longer available for selection in accordance with clause 7.9. The right under clause 7.9 ceases in respect of the school site on the date of receipt of the notice by the governance entity under this clause.

B.D. A

DEED OF SETTLEMENT

7: FINANCIAL AND COMMERCIAL REDRESS

SETTLEMENT LEGISLATION

7.13 The settlement legislation will, on the terms provided by sections 112 to 119 of the draft settlement bill, enable the transfer of –

7.13.1 Whenuakite Station; and

7.13.2 the deferred selection properties.

APPLICATION OF CROWN MINERALS ACT 1991

7.14 The settlement legislation will, on the terms provided by subpart 2 of part 3 of the draft settlement bill, provide that –

7.14.1 despite section 11 of the Crown Minerals Act 1991 (minerals reserved to the Crown), any Crown owned minerals in –

(a) the commercial redress property transferred to the governance entity under this deed; or

(b) any purchased deferred selection property or, in relation to Tairua school site (land only), the share (if any), transferred to the governance entity under this deed,

transfer with, and form part of, that property; but

7.14.2 that transfer does not –

(a) limit section 10 of the Crown Minerals Act 1991 (petroleum, gold, silver and uranium); or

(b) affect other existing lawful rights to subsurface minerals.

7.15 The settlement legislation will, on the terms provided by subpart 2 of part 3 of the draft settlement bill, provide that, if the fee simple estate in a property is transferred in accordance with this part to the governance entity and others as tenants in common, any minerals in the property that would have been reserved to the Crown by section 11 of the Crown Minerals Act 1991 (but for clause 7.14.1) will be owned by the governance entity in the same proportions in which the fee simple estate is held by it.

7.16 Sections 125 to 134 of the draft settlement bill establish a regime for the payment of royalties received by the Crown, in the previous 8 years, in respect of the vested minerals to which clause 7.14 applies.

7.17 The Crown acknowledges, to avoid doubt, that it has no property in any minerals existing in their natural condition in Maori customary land (as defined in Te Ture Whenua Maori Act 1993), other than those minerals referred to in section 10 of the Crown Minerals Act 1991 or if provided in any other enactment.

8 COLLECTIVE REDRESS

DEED PROVIDING COLLECTIVE REDRESS

8.1 Ngāti Hei is –

8.1.1 one of the 12 Iwi of Hauraki; and

8.1.2 a party to the Pare Hauraki Collective Redress Deed between the Crown and the Iwi of Hauraki.

PARE HAURAKI COLLECTIVE REDRESS

8.2 The parties record the following summary of redress intended to be provided for in the Pare Hauraki Collective Redress Deed. The summary is non-comprehensive and provided for reference only; in the event of any conflict between the terms of the summary and the Pare Hauraki Collective Redress Deed, the Pare Hauraki Collective Redress Deed prevails:

Cultural redress

8.2.1 vesting of 1,000 hectares at Moehau maunga in fee simple subject to government purpose (Pare Hauraki whenua kura and ecological sanctuary) reserve status, and co-governance and other arrangements over the entire 3,600 hectare Moehau Ecological Area, including the ability to undertake specified cultural activities as permitted activities:

8.2.2 vesting of 1,000 hectares at Te Aroha maunga in fee simple subject to local purpose (Pare Hauraki whenua kura) reserve status being administered by the Pare Hauraki collective cultural entity:

8.2.3 governance arrangements in relation to public conservation land, including a decision-making framework (which encompasses a regime for consideration of iwi interests including in relation to concession applications), recognition of the Pare Hauraki World View, and other arrangements including the joint preparation and approval of a Conservation Management Plan covering the Coromandel Peninsula, motu¹ and wetlands²:

8.2.4 transfer of specific decision-making powers from the Department of Conservation to iwi, including in relation to customary materials and possession of dead protected fauna; a wāhi tapu management framework; and review of the Conservation Management Strategy to ensure Pare Hauraki values and interests are provided for:

¹ Including Motutapere Island, Cuvier Island (Repanga), Mercury Islands, Rabbit Island, the Aldermen Islands (Ruamaahua).

² Including Kōpuatai, Tōrehape and Taramaire wetlands.

B.D. A

DEED OF SETTLEMENT

8: COLLECTIVE REDRESS

- 8.2.5 natural resource management and governance arrangements over the Waihou and Piako Rivers, the Coromandel Peninsula catchment, the Mangatangi and Mangatawhiri waterway catchments, the Whangamarino wetland and the Tauranga Moana catchments and coastal marine area:
- 8.2.6 a statutory acknowledgement over the Kaimai Mamaku Range:
- 8.2.7 \$3,000,000 funding and other support for te reo revitalisation:
- 8.2.8 Ministry for Primary Industries redress, including a right of first refusal over fisheries quota for a period of 176 years from the date the right becomes operative, and recognition of the Pare Hauraki World View by the three principal Acts administered by the Ministry for Primary Industries:
- 8.2.9 changing the geographic names of specified areas of significance:
- 8.2.10 a letter of introduction to the responsible Ministers under the Overseas Investment Act 2005 in relation to sensitive land sales:
- 8.2.11 \$500,000 towards the Pare Hauraki collective cultural entity:

Commercial redress

- 8.2.12 the transfer of the Kauaeranga, Tairua, Whangamata and Whangapoua Forests, the Hauraki Athenree Forest and Hauraki Waihou Forest (being licensed land as defined in the Pare Hauraki Collective Redress Deed):
- 8.2.13 the early release of certain landbank properties and transfer of other landbank properties on the settlement date:
- 8.2.14 the right to purchase specific parcels of land administered by the Department of Conservation on a deferred selection basis:
- 8.2.15 a right of first refusal over RFR land (as defined in the Pare Hauraki Collective Redress Deed), including land held by Crown entities and the Housing New Zealand Corporation, and the Cuvier lighthouse, for a period of 176 years from the date the right becomes operative:
- 8.2.16 additional rights of refusal over land in Tauranga (for a period of 176 years) and Waikato (as defined in the Pare Hauraki Collective Redress Deed):

Minerals

- 8.2.17 the transfer of certain Crown-owned minerals in land vested or transferred under the Pare Hauraki Collective Redress Deed:
- 8.2.18 involvement in any review of ownership of gold and silver:

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DEED OF SETTLEMENT

8: COLLECTIVE REDRESS

8.2.19 a relationship agreement with the Ministry of Business, Innovation and Employment.

Pare Hauraki Landbank Properties

8.3 The parties acknowledge that it is intended that the following properties must be transferred by the Pare Hauraki collective commercial entity to the governance entity, either solely, or jointly with other iwi, as the case may be, as referred to in the Pare Hauraki Collective Redress Deed:

Early release commercial redress properties

8.3.1 22 Nicholas Avenue, Whitianga;

8.3.2 19 Buffalo Beach Road, Whitianga; and

8.3.3 1857 Kopu-Hikuai Road, (SH25A) Thames (jointly with Ngāti Maru Rūnanga Trust).

Housing New Zealand Corporation right of first refusal

8.4 The parties acknowledge that the governance entity will be entitled to receive any right of first refusal offer received by the Pare Hauraki collective commercial entity under the Pare Hauraki Collective Redress Deed in respect of the following properties:

Land holding agency	Housing New Zealand Corporation	
Property Name/Identifier	Address	Legal Description
HSS0035731	Whitianga	0.0809 hectares, more or less, being Lot 33 DPS 2150. All computer interest register 322954.
HSS0030668	Whitianga	0.0956 hectares, more or less, being Lot 33 DPS 10927. All computer freehold register SA26D/1057.
HSS0029008	Whitianga	0.0352 hectares, more or less, being Lot 3 DPS 80397. All computer freehold register SA64C/490.
HSS0031097	Whitianga	0.0308 hectares, more or less, being Lot 6 DPS 80397. Part computer freehold register SA64C/493. 0.0281 hectares, more or less, being a ¼ share in Lot 7 DPS 80397. Part computer freehold register SA64C/493.

B.D. A

9 TĪKAPA MOANA – TE TAI TAMAHINE / TE TAI TAMAWAHINE

- 9.1 Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine (and the harbours in those water bodies) are of great spiritual, cultural, customary, ancestral and historical significance to Ngāti Hei.
- 9.2 Ngāti Hei and the Crown acknowledge and agree that this deed does not provide for cultural redress in relation to Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine as that is to be developed in separate negotiations between the Crown and Ngāti Hei.
- 9.3 Ngāti Hei consider, but without in any way derogating from clause 9.10, negotiations with the Crown will not be complete until they receive cultural redress in relation to Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine.
- 9.4 The Crown recognises:
- 9.4.1 the significant and longstanding history of protest and grievance on the Crown's actions in relation to Tīkapa Moana, including the 1869 petition of Tanumeha Te Moananui and other Pare Hauraki rangatira and the Kauaeranga Judgment; and
 - 9.4.2 Ngāti Hei have long sought co-governance and integrated management of Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine.
- 9.5 The Crown acknowledges that the aspirations of Ngāti Hei for Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine include co-governance with relevant agencies in order to:
- 9.5.1 restore and enhance the ability of those water bodies to provide nourishment and spiritual sustenance;
 - 9.5.2 recognise the significance of those water bodies as maritime pathways (aramoana) to settlements throughout the Pare Hauraki rohe; and
 - 9.5.3 facilitate the exercise by Ngāti Hei of kaitiakitanga, rangatiratanga and tikanga manaakitanga.
- 9.6 The Crown and iwi share many goals for natural resource management, including environmental integrity, the sustainable use of natural resources to promote economic development, and community and cultural well-being for all New Zealanders. The Crown recognises the relationships Ngāti Hei have with natural resources, and that the iwi have an important role in their care.
- 9.7 The Crown agrees to negotiate redress in relation to Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine as soon as practicable, and will seek sustainable and durable arrangements involving Ngāti Hei in the natural resource management of Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine that are based on Te Tiriti o Waitangi / the Treaty of Waitangi.

B.D. A

DEED OF SETTLEMENT

9: TĪKAPA MOANA – TE TAI TAMAHINE / TE TAI TAMAWAHINE

- 9.8 This deed does not address the realignment of the representation of iwi on the Hauraki Gulf Forum under the Hauraki Gulf Marine Park Act 2000. This matter will be explored in the negotiations over Tīkapa Moana.
- 9.9 The Crown owes iwi a duty consistent with the principles of Te Tiriti o Waitangi/the Treaty of Waitangi to negotiate redress for Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine in good faith.
- 9.10 Ngāti Hei are not precluded from making a claim to the Waitangi Tribunal in respect of the process referred to in clause 9.7.

B.8 ✗

10 SETTLEMENT LEGISLATION, CONDITIONS, AND TERMINATION

SETTLEMENT LEGISLATION

- 10.1 The Crown must propose the draft settlement bill for introduction to the House of Representatives.
- 10.2 The settlement legislation must provide for all matters for which legislation is required to give effect to this deed of settlement.
- 10.3 The draft settlement bill proposed for introduction to the House of Representatives –
- 10.3.1 may be in the form of an omnibus bill that includes bills settling the claims of the Iwi of Hauraki;
 - 10.3.2 must comply with the relevant drafting conventions for a government bill; and
 - 10.3.3 must be in a form that is satisfactory to Ngāti Hei and the Crown.
- 10.4 The Crown must not after introduction to the House of Representatives propose changes to the draft settlement bill other than changes agreed in writing by Ngāti Hei and the Crown.
- 10.5 Ngāti Hei and the governance entity must support the passage of the draft settlement bill through Parliament.

SETTLEMENT CONDITIONAL

- 10.6 This deed, and the settlement, are conditional on the settlement legislation coming into force.
- 10.7 However, the following provisions of this deed are binding on its signing –
- 10.7.1 clauses 7.2, 7.8, 7.12 and 10.4 to 10.11;
 - 10.7.2 paragraph 1.3, and parts 4 to 7, of the general matters schedule.

EFFECT OF THIS DEED

- 10.8 This deed –
- 10.8.1 is “without prejudice” until it becomes unconditional; and
 - 10.8.2 in particular, may not be used as evidence in proceedings before, or presented to, the Waitangi Tribunal, any court, or any other judicial body or tribunal.

B.D. A

DEED OF SETTLEMENT

10: SETTLEMENT LEGISLATION, CONDITIONS, AND TERMINATION

10.9 Clause 10.8 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

TERMINATION

10.10 The Crown or the governance entity may terminate this deed, by notice to the other, if –

10.10.1 the settlement legislation has not come into force within 36 months after the date of this deed; and

10.10.2 the terminating party has given the other party at least 40 business days' notice of an intention to terminate.

10.11 If this deed is terminated in accordance with its provisions, –

10.11.1 this deed (and the settlement) are at an end; and

10.11.2 subject to this clause, this deed does not give rise to any rights or obligations; and

10.11.3 this deed remains "without prejudice"; but

10.11.4 the parties intend that –

(a) the on-account payment; and

(b) any property listed in clause 8.3, if that property is transferred pursuant to the Pare Hauraki Collective Redress Deed,

are taken into account in any future settlement of the historical claims.

B.D. A

11 GENERAL, DEFINITIONS AND INTERPRETATION

GENERAL

- 11.1 The general matters schedule includes provisions in relation to –
- 11.1.1 the implementation of the settlement; and
 - 11.1.2 the Crown's –
 - (a) payment of interest in relation to the settlement; and
 - (b) tax indemnities in relation to redress; and
 - 11.1.3 giving notice under this deed or a settlement document; and
 - 11.1.4 amending this deed.

HISTORICAL CLAIMS

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

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DEED OF SETTLEMENT

11: GENERAL, DEFINITIONS AND INTERPRETATION

11.2.2 includes every claim to the Waitangi Tribunal to which clause 11.2.1 applies, that relates exclusively to Ngāti Hei or a representative entity, including the following claims –

- (a) Wai 110 – The Ngāti Hei claims; and
- (b) Wai 705 – Whitianga Township and Te Whanganui-o-Hei Harbour claim; and

11.2.3 includes every claim to the Waitangi Tribunal to which clause 11.2.1 applies, so far as it relates to Ngāti Hei or a representative entity, including the following claims –

- (a) Wai 100 – Hauraki Māori Trust Board claim; and
- (b) Wai 355 – Hikutaia and Whangamata Land claim; and
- (c) Wai 373 – Maramarua State Forest claim; and
- (d) Wai 374 – Auckland Central Railways Land claim; and
- (e) Wai 475 – Whangapoua Forest claim; and
- (f) Wai 496 – Tamaki Girls College and Other Lands within Tāmaki Makaurau claim; and
- (g) Wai 650 – Athenree Forest & Surrounding Lands claim; and
- (h) Wai 693 – Matamataharakeke Blocks claim; and
- (i) Wai 720 – Mahurangi-Omaha (Hauraki Gulf) claim; and
- (j) Wai 969 – Reece Harrison Whānau Hauraki Lands claim.

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

11.3.1 a claim that a member of Ngāti Hei, or a whānau, hapū, or group referred to in clause 11.5.2 may have that is, or is founded on, a right arising as a result of being descended from a tupuna or ancestor who is not referred to in clause 11.5.1;

11.3.2 a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 11.3.1.

11.4 To avoid doubt, clause 11.2.1 is not limited by clauses 11.2.2 or 11.2.3.

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DEED OF SETTLEMENT

11: GENERAL, DEFINITIONS AND INTERPRETATION

NGĀTI HEI

11.5 In this deed, **Ngāti Hei** means –

11.5.1 the collective group composed of individuals who descend from a Ngāti Hei tupuna or ancestor; and

11.5.2 every whānau, hapū, or group to the extent that it is composed of individuals referred to in clause 11.5.1, including Ngāti Hei O Wharekaho; and

11.5.3 every individual referred to in clause 11.5.1.

11.6 For the purposes of clause 11.5.1 –

11.6.1 a person is **descended** from another person if the first person is descended from the other by –

(a) birth; or

(b) legal adoption; or

(c) whāngai (Māori customary adoption) in accordance with Ngāti Hei tikanga (Māori customary values and practices of Ngāti Hei); and

11.6.2 **Ngāti Hei tupuna or ancestor** means an individual who –

(a) exercised customary rights by virtue of being descended from –

(i) Hei; or Waitaha O Hei; or Tuhukea; or

(ii) a recognised tupuna or ancestor of any of the groups referred to in clause 11.5.2; and

(b) exercised customary rights predominantly in relation to the area of interest after 6 February 1840; and

11.6.3 **customary rights** means rights according to tikanga Māori (Māori customary values and practices), including –

(a) rights to occupy land; and

(b) rights in relation to the use of land or other natural or physical resources.

② Δ A

DEED OF SETTLEMENT

11: GENERAL, DEFINITIONS AND INTERPRETATION

MANDATED NEGOTIATORS

11.7 In this deed, **mandated negotiators** means the following individuals –

11.7.1 Joseph John Francis Davis, Whitianga, Iwi Representative; and

11.7.2 Peter Matai Johnston, Whitianga, Consultant.

ADDITIONAL DEFINITIONS

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

INTERPRETATION

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

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DEED OF SETTLEMENT

SIGNED as a deed on 17 August 2017

SIGNED for and on behalf of NGĀTI HEI by the mandated negotiators in the presence of -


Joseph John Francis Davis


Peter Matai Johnston

WITNESS

~~WITNESS~~

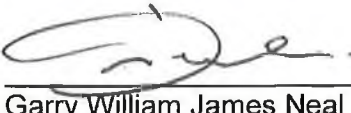
Name: Luka Amaia Te Aoroiata Johnston

Occupation: Student


Address: 9/142 Chuznee Street, Wellington

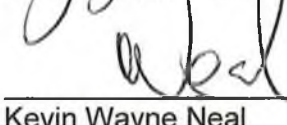
SIGNED by the TRUSTEES OF THE HEI O WHAREKAHO SETTLEMENT TRUST in the presence of -



Derek Pohatu Isaac Neal


Garry William James Neal


Robert Grant McLean


Joseph John Francis Davis


Kevin Wayne Neal


Peter Matai Johnston

WITNESS

~~WITNESS~~


Shelley Roimata Balsom

Name: Luka Amaia Te Aoroiata Johnston

Occupation: Student

Address: 9/142 Chuznee Street, Wellington

DEED OF SETTLEMENT

BA A

SIGNED for and on behalf of THE CROWN by –

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

Christopher Finlayson
Hon Christopher Finlayson

WITNESS

Scott Simpson

Name: SCOTT SIMPSON
Occupation: MEMBER OF PARLIAMENT
Address: COROMANDEL

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

Hon Steven Leonard Joyce

WITNESS

Name:
Occupation:
Address:

DEED OF SETTLEMENT

B.J.

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Members of Ngāti Hei signed below to indicate their support for the settlement

R. Pabson

A. McDonald

J. Homer

[Signature]

T. [Signature]