

NGĀTI MUTUNGA

and

HER MAJESTY THE QUEEN

in right of New Zealand

**DEED OF SETTLEMENT OF
THE HISTORICAL CLAIMS OF NGĀTI MUTUNGA**

31 July 2005

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SCHEDULES

CULTURAL REDRESS SCHEDULE

COMMERCIAL REDRESS SCHEDULE

DEED OF COVENANT

AREA OF INTEREST

TARANAKI LAND DISTRICT

SO PLANS

AT. au

NGĀTI MUTUNGA DEED OF SETTLEMENT

DEED OF SETTLEMENT

THIS DEED is made

BETWEEN

NGĀTI MUTUNGA

AND

HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister in Charge of Treaty of Waitangi Negotiations.

PREFACE

Pepeha

Ko te Tītōhea ka meangiatia, he puna koropupū,
ahakoa tukitukia e te poaka
E kore e mimiti, ka koropupū, ka koropupū, ka
koropupū

He Karakia Maungārongo

Ka mate a Whiro, e tū takeke
Tāne i te timu,
teina i tō tua
Tāne i te tahuri kē,
teina i tō tua
Koe tai a mingimangi,
koe ngārara tuatara
Koe waka ka tukitukia,
koe waka ka wāwāhia
Koe waka whakarere

Kei runga nei tētehi pou, kei raro nei tētehi pou
Pō ki tipua tētehi pō,
Pō ki tawhito tētehi pō
Ura maneanea ka taka te pō

Hial ka taka te pō

Hōmai manawa nei e Tū
E! hōmai tō wairua ora
He ora ko tō manawa, ko taku manawa
Tēnei hoki tōu manawa ka tina
Tēnei hoki tōu manawa ka toka
Tēnei hoki tōu manawa ka poutāiki
Tina noho tōu manawa he ora
Ko tōu manawa ko tōku manawa
He manawa ki mihia,
he manawa ki rawea
Tuturu o whiti, whakamaua kia tina
hui e, tāiki e!
Pūpūwhā manawa o tama,
Whakaeaea manawa o tama ki te rangi
Rangi-nui, Rangi-roa, Rangi-tahua,
Tahua-a-nuku, Tahua-a-rangi e Tū e
Hōmai tō wairua ora, he ora

Awhiawhi iho ki te papa tuatahi
Awhiawhi iho ki te papa tuarua
Pupuru rā, raru rā
Ki Tāmoremore-nui nō papa

Pepeha

Tītōhea makes reference to a free flowing
spring, despite being defiled by pigs
Its flow will not diminish, it wells up and gushes
forth

Incantation for Peace

Whiro perished, and prevailing is
Tāne in times of despair,
a younger sibling ill considered
Tāne in times of transformation,
a younger sibling beyond orthodox practice
Such are unsettled tides,
such is an ominous lizard
It is as a waka being pounded,
as a waka rent asunder
as a waka cast aside, abandoned

There is a pillar above and a pillar below
A darkness associated with the extraordinary
Another darkness associated with expertise
In the glow of sacred influence darkness
subsides
Such wonder! The darkness yields

Imbue me with stamina, Tū
Imbue your life sustaining traits
Your resilience is the essence of life to me
Here indeed is your strength, made secure
Here indeed is your spirit, made solid
Here indeed is your character, recognised
Your qualities remain assured, sustaining life
Your energy is my energy
Your strength to be acknowledged,
your strength to be enhanced
Continuity of agreement maintain it so
Involving all, it is confirmed
The life gasping breath of humankind
Life drawing breath of people upwards
The vastness of intellectual capacity,
Resources both tangible and intangible, Tū
Imbue me with your capacity for life

Embrace the first level of physical existence
Embrace the second level of physical existence
Take firm hold of
the immense tap root within papa

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PREFACE

He rongō, he āio
Tēnā tawhito pou ka tū, he tawhito
Ko tawhito i whea?
Ko tawhito i tua,
ko tawhito i a Rangī-nui e tū nei

It is peaceful, it is tranquil
Hence the essence of wisdom is revived,
Wisdom from whence?
Wisdom from beyond,
the very knowledge from Rangī-nui itself

E riri ana koe i waho rā,
E patu ana koe i waho rā
Turakina i konā, ka hinga i konā, ka mate i konā
Ka mana hoki te kōrero, ka mātua hoki te
wānanga,
Ka mātua hoki a Rangī-nui e tū nei,
Kei piri, kei tata mai hoki ki au e tū nei

Without you are hostile
Out there you are violent
Be slain, be defeated, be destroyed out there,
This assertion has legitimacy, the knowledge
also is authentic
Rangī-nui before us has thus been validated
Closely aligned and associated with me here.

According to Ngāti Mutunga tradition:

Ngāti Mutunga descends from a number of ancestors who lived in the area occupied today by ngā uri o ngā tūpuna o Ngāti Mutunga. These ancestors include Tokauri, Tokatea, Mihirau, Heruika, Pūrakino, Rakaupounamu, Uenuku (son of Ruawahia), Hineweo, Hinenō, Te Hihiotū, Kahukura and Mutunga. Ngāti Mutunga also descends from ancestors who arrived on the Tokomaru, Tahatuna and Ōkoki waka such as Taitaawaro, Manaia and Ngānganarūrū. Over generations the descendants of these tūpuna intermarried and became generally known as Ngāti Mutunga.

Tokauri

Tokauri was a man of great mana and resided in the Urenui district. He married Hinemangi and from this union came Tokatea and Te Kawatūmoana. The descendants of Tokauri occupied the rohe of Ngāti Mutunga. Tokauri is acknowledged in the pepeha "*Kua marara ngā uri o Tokauri ki te whenua*" (the descendants of Tokauri are spread throughout the land). Tokauri was one of the original ancestors of the Ngāti Mutunga tribe from which ngā uri o ngā tūpuna o Ngāti Mutunga are able to trace descent.

Mihirau

From Tūrangatipua came Tūrangawhenua, then from Tūrangawhenua came Tūrangahine and from Tūrangahine came Mihirau. Mihirau lived in the Mimi district and the traditional name given to the Mimi River was Te Wai o Mihirau. Mihirau was regarded as a woman of mana and is identified as one of the original ancestors of the Ngāti Mutunga tribe. From Mihirau came Mangungu, then from Mangungu came Tūrakatia, then from Tūrakatia came Te Kaha, from Te Kaha came Tūpohutu and from Tūpohutu came Heruika. Heruika married Pūrakino and from this union came Te Aitanga a Karoro, Te Aitanga a Kahukore, Te Aitanga a Kōpaki and Te Aitanga a Ikapaēarau. Ngāti Mutunga descends from these tūpuna. Heruika lived at Ōkoki Pā and is buried there at Taurangakuku. His house was named Waitarariki. The descendants of Heruika and Pūrakino lived in many kainga at Te Motunui, namely: Te Waipuna, Raranui, Waitoetoe, Te Motunui, Kaiwaru, Ringaringa, Te Araotetaumutu, Te Taumutu, Te Ararata, Puketara, Ngatokorua, Tarainoa, Te Aratotara, Moepo, Te Miro, Te Umuhai, Wharekeikei, Matakanakana, Whatarangi and Te Hakari.

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PREFACE

Manaia

Ngāti Mutunga history also records the arrival of the waka Tahatuna commanded by Manaia. Manaia is acknowledged as one of the principal ancestors of Ngāti Mutunga. The area now known as Urenui was named by Manaia after his son Tū-Urenui.

Taitaawaro

The waka Ōkoki arrived at Ngamotu and the captain was Taitaawaro. The Ōkoki fighting Pā perpetuates the Ōkoki canoe. Taitaawaro settled in the Taranaki land area north to Mokau. Taitaawaro's three brothers Paranehu, Tamaki and Pohokura were great explorers. Taitaawaro's descendants became known as Te Tini o Taitaawaro and intermarried with the Te Kāhui Mouna tribes of Taranaki. Ngāti Mutunga trace descent from these ancestors. Pohokura is remembered by the pā that stands at the mouth of the Urenui River that bears his name.

Ngānganarūrū

Ngāti Mutunga history records the arrival of the waka Tokomaru at Mohakatino from the ancestral homeland Hawaiiki. The crew of this waka are recognised as the progenitors of the iwi of Tokomaru being Te Ati Awa, Ngāti Tama, Ngāti Maru and Ngāti Mutunga. Ngāti Mutunga traditions identify an ancestor named Ngānganarūrū, one of the commanders of the canoe, who is acknowledged as one of the principal ancestors of Ngāti Mutunga. Mutunga, the eponymous ancestor, lived 13 generations after Ngānganarūrū.

Mutunga

Mutunga, the son of Hinemoe and Kahukura, was born at Te Kāweka (Urenui) and is acknowledged by Ngāti Mutunga as the paramount and principal identifying ancestor from which ngā uri o ngā tūpuna o Ngāti Mutunga can trace descent. Mutunga's elder brothers were named Rangimariu, Kokotaua, Tautupane, Tuhikura and Kuramaori. As often happens, the youngest brother was the most prominent member of the family, and gave his name to the tribe.

Mutunga married Te Rerehua and from this union came Tiwhakopu, Angarua, Hinekopa, Hinepūeru and Tūwhareiti. Te Rerehua was the daughter of Hinetuhi and Tūkaitao. Hinetuhi was a descendant of Ruaputahanga and came from Waikato to Mimi, and there married Tūkaitao, the son of Kāhuiāo. Te Rerehua was the eldest child of this union.

The descendants of Te Rerehua's brother Te Hihiotū, took the name of Ngāti Hinetuhi. Te Hihiotū married Pūngaiti and from this union came Tūmakawerangi, Kōreroparae, Tūpito and Te Pokaia. The descendants of Te Hihiotū occupied the Urenui and Kaipikari areas of the Ngāti Mutunga rohe.

Ngāti Mutunga rohe

The traditional rohe of Ngāti Mutunga is indelibly etched into both physical and historical landscapes. The Titoki ridge rising from the marine shelf in the northwest signals interface with Ngāti Tama. From here, the Titoki stream outlines the extremities of tūpuna mana as far north as the Mangahia Stream from which an easterly direction is struck to Huanui, then northeast to Waitara-iti. The rohe then finds a natural eastern definition in the Waitara River as the river flows southward to the Pouiatoa precinct. From here the border extends further south and then north-west along the Waitara River to a point where the river connects with the Makara Stream. The confines of manawhenua are then traced in a northerly direction skirting slightly west of the Poukekewa, Poutotara and Pukemai streams. The Mangahewa Stream then provides an outline

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PREFACE

for the duration of the course to the coast. The old settlement in the district of Te Rau o te Huia was bounded by the Waiau River and its remains mark the area of Ngāti Mutunga's traditional southern boundary.

The area of the Ngāti Mutunga rohe described above was approximately 63,200 hectares (156,000 acres) according to a digital map calculation in 2003.

Ngāti Mutunga

Prior to the arrival of tauīwi in Aotearoa, the Ngāti Mutunga iwi was an autonomous, independent and self-governing confederation of hapū. These hapū included Te Kekerewai, (also known as Ngāti Rangi, made up of the sub-groupings Ngāti Te Uruwhakawai, Ngāti Korokino, and Ngāti Tutewheuru), Ngāti Hinetuhi (descendants of Te Hihiotū), Ngāti Aurutu (descendants of Aurutu), Ngāti Okiokinga (descendants of Okiokinga), Ngāti Kura (descendants of Hinenō), Ngāti Uenuku (descendants of Uenuku, son of Ruawāhia), Ngāti Tupawhenua (descendants of Uenuku, son of Ruawāhia) and Kaitangata (descendants of Tūkaweriri, Hineweo and Te Ito). Ngāti Mutunga exercised tino rangatiratanga over its traditional rohe.

These historical hapū no longer form distinct communities within Ngāti Mutunga. In more recent times Ngāti Mutunga has interacted as a single tribal grouping that is known today as Ngāti Mutunga.

Heke

Considerable migration occurred in the nineteenth century in which Ngāti Mutunga joined neighbouring or related groups to travel back and forth from Taranaki. This was not, of course, a single exodus, but several heke (migrations) over time mainly to the Wellington District and Wharekauri (Chatham Islands). While the heke took place, small settlements throughout the rohe maintained ahi kā and were present on the return of the majority of the tribe in 1848 and 1868.

WHAKATAKI

Pepeha

Ko te Tītōhea ka meangia, he puna koropupū,
ahakoa tukitukia e te poaka
E kore e mimiti, ka koropupū, ka koropupū, ka
koropupū

He Karakia Maungārongo

Ka mate a Whiro, e tū takeke
Tāne i te timu, teina i tō tua
Tāne i te tahuri kē, teina i tō tua
Koe tai a mingimingi, koe ngārara tuatara
Koe waka ka tukitukia, koe waka ka wāwāhia
Koe waka whakarere

Kei runga nei tētehi pou, kei raro nei tētehi pou
Pō ki tipua tētehi pō,
Pō ki tawhito tētehi pō
Ura maneanea ka taka te pō
Hia! ka taka te pō

Hōmai manawa nei e Tū
E! hōmai tō wairua ora
He ora ko tō manawa, ko taku manawa
Tēnei hoki tōu manawa ka tina
Tēnei hoki tōu manawa ka toka
Tēnei hoki tōu manawa ka poutāiki
Tina noho tōu manawa he ora
Ko tōu manawa ko tōku manawa
He manawa ki mihia, he manawa ki rawea
Tuturu o whiti, whakamaua kia tina
hui e, tāiki e!
Pūpūwhā manawa o tama,
Whakaeaea manawa o tama ki te rangi
Rangi-nui, Rangi-roa, Rangi-tahua,
Tahua-a-nuku, Tahua-a-rangi e Tū e
Hōmai tō wairua ora, he ora

Awhiawhi iho ki te papa tuatahi
Awhiawhi iho ki te papa tuarua
Pupuru rā, raru rā
Ki Tāmoremore-nui nō papa

He rongō, he āio
Tēnā tawhito pou ka tū, he tawhito
Ko tawhito i whea?
Ko tawhito i tua, ko tawhito i a Rangi-nui e tū nei

E riri ana koe i waho rā,
E patu ana koe i waho rā
Turakina i konā, ka hinga i konā, ka mate i konā

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WHAKATAKI

Ka mana hoki te kōrero, ka mātua hoki te wānanga,
Ka mātua hoki a Rangī-nui e tū nei,
Kei piri, kei tata mai hoki ki au e tū nei

Hei tā ngā kōrero tuku iho a Ngāti Mutunga:

Ka heke te iwi o Ngāti Mutunga i ngā tūpuna poua ai i te rohe e nohoia ana e ngā uri o Ngāti Mutunga i ēnei rangi. Ko Tokauri rātou ko Tokatea, ko Mihirau, ko Heruika, ko Pūrakino, ko Rakaupounamu, ko Uenuku (tama a Ruawāhia), ko Hineweo, ko Hinenō, ko Te Hihiotū, ko Kahukura, ko Mutunga ētehi o aua tūpuna. Ka heke anō hoki a Ngāti Mutunga i ngā tūpuna i tae mai ai i ngā waka o Tokomaru, o Tahatuna me Ōkoki, whēnei i a Taitaawaro, rātou ko Manaia, ko Ngānganarūrū. Muri iho i ērā huki, ka moea haeretia ngā tātai o ērā tūpuna ki ērā atu, kia ngātahi ai ki te ingoa o Ngāti Mutunga.

Tokauri

He tangata whai mana a Tokauri, ā, nohoia e ia te takiwā o Urenui. Ka moe i a Hinemangi, ka puta ki waho a Tokatea rāua ko Te Kawatūmoana. Ka ūkaipō ēnei whenua o Ngāti Mutunga i ngā uri o Tokauri. Ko Tokauri tērā i te pepeha “Kua marara ngā uri o Tokauri ki te whenua”. Ko ia rawa tētehi tūpuna taketake o Ngāti Mutunga. Taea tonutia ana e ngā uri o ngā tūpuna o Ngāti Mutunga ēnei ara ki a Tokauri te tātai.

Mihirau

Mai i a Tūrangatipua ka puta ko Tūrangawhenua, mai i a Tūrangawhenua ka puta ko Tūrangahine, ā, mai i a Tūrangahine ko Mihirau. Ka noho a Mihirau ki te takiwā o Mimi, waihoki ko Te Wai-o-Mihirau te ingoa o mua i tapaina ki te awa o Mimi. He wahine whai mana hoki a Mihirau. Ko ia tētehi o ngā tūpuna ariki e kaha nei a Ngāti Mutunga ki te whakahuahua i ngā tātai. Mai i a Mihirau ka puta ko Mangungu, mai i a Mangungu ka puta ko Tūrakitia, mai i a Tūrakitia ka puta ko Te Kaha, mai i a Te Kaha ko Tūpohutu, ā, i a Tūpohutu ka puta ko Heruika. Ka moe a Heruika i a Pūrakino, ka puta a Te Aitanga a Karoro, rātou ko Te Aitanga a Kahukore, ko Te Aitanga a Kopaki, ko Te Aitanga a Ikapaeārau. Ka heke mai a Ngāti Mutunga i ēnei tūpuna. Ka noho a Heruika ki Ōkoki pā, otirā, kei korā a ia e takoto ana, ki Taurangakuku. Ko Waitarariki tōna whare. Ka noho ngā uri o Heruika rāua ko Pūrakino i ngā kāinga maha o Te Motunui, arā: i Te Waipuna, i Raranui, i Waitoetoe, i Te Motunui, i Kaiwaru, i Ringaringa, i Te Araotetaumutu, i Te Taumutu, i Te Ararata, i Puketara, i Ngatokorua, i Tarainoa, i Te Aratōtara, i Moepō, i Te Miro, i Te Umuhai, i Wharekeikei, i Matakanakana, i Whatarangi me Te Hakari.

Manaia

E ai ki ngā kōrero tuku iho a Ngāti Mutunga ka tau mai te waka o Tahatuna ki Aotearoa, ko Manaia te rangatira o runga. Ko Manaia anō hoki tētehi o ngā tūpuna taketake o Ngāti Mutunga. Ka tapaina e ia te takiwā o Urenui ki te ingoa o tāna tama, a Tū-Urenui.

Taitaawaro

Ka tau mai te waka o Ōkoki me tōna rangatira, a Taitaawaro, ki Ngāmotu. Ka tīnana atu te ingoa o tēnei waka ki te pā tūwatawata o Ōkoki. Ka noho a Taitaawaro ki te whenua o Taranaki, tae rawa atu ki Mōkau. Ka kaikaha āna tāina tokotoru a Paranehu, rātou ko Tāmaki, ko Pohokura ki te pōkaiwhenua. Heoi, ka karangatia ngā uri o Taitaawaro ki te ingoa, Te Tini o Taitaawaro, ā, ka

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moea ngātahitia rātou ko te iwi o Te Kāhui Mouna o Taranaki. E kaha ana a Ngāti Mutunga ki te tātai atu ki ēnei tūpuna. Ka mahara atu ki a Pohokura ki te ingoa o te pā i te pūaha o te awa o Urenui e mou tonu nei tōna ingoa a Pohokura.

Ngānganarūrū

Ki ngā kōrero tuku iho a Ngāti Mutunga, i tau mai te waka o Tokomaru ki Mōhakatino (Poutama) mai i Hawaiki tonu. E mōhiotia ana ngā tāngata rawa o te waka nei, koia ko ngā tūpuna taketake o ngā iwi o Tokomaru, arā, o Te Ati Awa, o Ngāti Tama, o Ngāti Maru me Ngāti Mutunga. Ki tā Ngāti Mutunga kōrero, ko Ngānganarūrū tētehi o ngā rangatira i tau mai i te waka o Tokomaru, ko ia tonu tētehi o ngā tūpuna pārangā nui o Ngāti Mutunga. I ora ai a Mutunga, tupuna taketake 13 whakaturanga i muri mai i a Ngānganarūrū.

Mutunga

I whānau mai ai a Mutunga, te tamaiti a Hinemoe rāua ko Kahukura, ki Te Kāweka (Urenui). Ko ia tonu te tupuna matua-ā-iwi e taketake ai ngā uri o ngā tūpuna o Ngāti Mutunga. Tokorima ngā tuākana o Mutunga, arā, ko Rangimariu, rātou ko Kōkōtaua, ko Tautupane, ko Tuhikura, ko Kuramāori. Heoi, ko Mutunga te pōtiki, engari anō ko ia tērā i tītokona, i rangatira ai ki tōna whānau otirā ka tū ko ia hei ingoa mō te iwi.

Ka moe a Mutunga i a Te Rerehua, ka puta a Tiwhakopu rātou ko Angarua, ko Hinekopa, ko Hinepūeru, ko Tūwhareiti. Ko Te Rerehua te tamāhine a Hinetuhi rāua ko Tūkaitao. He uri nō Ruapūtahanga a Hinetuhi, ka haere mai a ia i Waikato ki Mimi, ka moe i a Tūkaitao, te tama a Kāhūiao. Ko te Rerehua te mātāmua o tēnei tokorua.

Ka riro i ngā uri o Te Hihiotū, te tungāne o Te Rerehua, te ingoa Ngāti Hinetuhi. Ka moe a Te Hihiotū i a Pūngaiti, ka puta a Tūmakawerangi, rātou ko Kōreropārae, ko Tūpito, ko Te Pokaia. Ka nohoia te takiwā o Urenui me Kaipikari e ngā uri o Te Hihiotū.

Te rohe o Ngāti Mutunga

Kua tāmoua te rohe o Ngāti Mutunga ki ngā tongi whenua, ki ngā tongi kōrero. Ki te tongi i Titoki ki tai, tūtata ana ki a Ngāti Tama ki raro rā. Kōkiritia te manga o Titoki, poua ai te mana o ngā tūpuna ki te paenga ki Te Mangahia, ahu atu ki uta rā ki Huanui, pātuki atu ki te whakarua ki Waitara-iti. Kōpiko kau ana ki kō, ki te taha o Waitara, tapatū ake rā, riporipo ai ki Pouiatua. I konei ka piki whakarunga ki tua o Tuipake, ahu atu ki tai ki te manga o Taramoukou, hekeheke tonu ai ki te awa o Waitara, ki te taha o Poukekewa, o Poutotara, o Pukemai. Ka rere noa i a Mangahewa tae rawa ake ki Waiau, puaki atu ai ki tai. Ko Te Rau o Te Huia, te papa ohaoha hei pou rāhui ki te ia o Waiau, ā, ko tēnei tonu te pou rāhui whakarunga o Ngāti Mutunga.

Ko te rohe kua whakatakotohia i runga ake nei, he āhua 63,200 heketea (156,000 eka) tōna rahi, ki te tatauranga a tētehi mapi rorohiko i te tau 2003.

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Ngāti Mutunga

I mua atu i te taenga mai o tauwi ki Aotearoa, ka noho a Ngāti Mutunga hei iwi motuhake, hei iwi tūturu i runga anō i ngā whakahaere o ngā hapū o Ngāti Mutunga. Ko ēnei ngā hapū, ko Te Kēkerewai (ko Ngāti Rangī tētehi ingoa anō, ā, ko Ngāti Te Uruwhakawai, Ngāti Korokino, me Ngāti Tutewheuru ētehi o ngā karangatanga i roto i a ia), ko Ngāti Hinetuhi (ngā uri o Te Hihiotū), ko Ngāti Aurutu (ngā uri o Aurutu), ko Ngāti Okiokinga (ngā uri o Okiokinga), ko Ngāti Kura (ngā uri o Hinenō), ko Ngāti Uenuku (ngā uri o Uenuku, tama a Ruawāhia), ko Ngāti Tupawhenua (ngā uri o Uenuku, tama a Ruawāhia) me Kaitangata (ngā uri o Tūkaweriri, rātou ko Hineweo, ko Te Ito). Koia ko te wā i uhia ai te rohe o Ngāti Mutunga ki tōna tino rangatiratanga.

Kāore i te whai wāhi atu ēnei hapū, hei hapū motuhake ki ō rātou ake whakahaere, i roto i a Ngāti Mutunga i ēnei rā. Ka noho ko āna whakahaere hei iwi kotahi, e mōhiohia ana ki te ingoa o Ngāti Mutunga.

Ngā Heke

He maha ngā hekena o te rau tau tekau mā iwa, ka hūnuku atu a Ngāti Mutunga rātou ko ōna whanaunga, ka wehewehe atu, ka hokihoki mai anō ki Taranaki. Ehara rawa tēnei i te heke kotahi, engari anō rā he maha ngā heke i aua wā ki Te Whanganui-a-Tara, ki Wharekauri hoki. I te wā o ngā heke, ka noho tonu ētehi o Ngāti Mutunga i tōna rohe kia ū tonu te ahikā tae rawa atu ki te wā i hokihoki mai ai te nuinga o te iwi i te tau 1848 me te tau 1868.

BACKGROUND TO THIS DEED

NGĀTI MUTUNGA MAKE SUBMISSIONS TO THE WAITANGI TRIBUNAL

Ngāti Mutunga has longstanding claims against the Crown. Claims against the Crown have been expressed through petitions and protests made by Taranaki Māori, including Ngāti Mutunga. Those petitions and protests contributed to the establishment, in the nineteenth and twentieth centuries, of various commissions of inquiry into lands confiscated from Taranaki Māori (including from Ngāti Mutunga).

Section 6 of the Treaty of Waitangi Act enabled Māori to submit claims to the Waitangi Tribunal in respect of acts or omissions on or after the 6th of February 1840 by or on behalf of the Crown that were inconsistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

The Waitangi Tribunal between 1990 and 1995 investigated 21 claims concerning Taranaki made to the Waitangi Tribunal under section 6 of the Treaty of Waitangi Act (the "Taranaki Claims"). The Taranaki Claims included claims of Ngāti Mutunga. A considerable number of submissions and research reports were filed by Taranaki Māori (including Ngāti Mutunga) with the Waitangi Tribunal in relation to the Taranaki Claims.

THE CROWN'S ACKNOWLEDGEMENTS TO THE WAITANGI TRIBUNAL

The Crown advised the Waitangi Tribunal, after hearing the claimants' evidence, that it considered there was a basis for negotiation with claimants and that the Crown had invited claimants to meet with it for that purpose. The Crown asked the Waitangi Tribunal to issue an interim report in order to assist the negotiations process between the Crown and claimants (including Ngāti Mutunga).

The Waitangi Tribunal asked the Crown to indicate those matters upon which it would not wish to give evidence before the Tribunal. The Crown provided this advice to the Waitangi Tribunal on 28 November 1995 in its Interim Response (which is Document 2.108 on the Taranaki Record of Inquiry of the Waitangi Tribunal).

The Crown acknowledged to the Waitangi Tribunal in its Interim Response that:

- the Waitara purchase and the wars that followed constituted an injustice and were, therefore, in breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles;
- the confiscation of land, as it occurred in Taranaki, also constituted an injustice and was, therefore, in breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles;
- the confiscation had a severe impact upon the welfare, economy and development of the iwi of Taranaki;
- in general terms, the delays in setting aside reserves contributed to the adverse effects of the confiscation; and
- events relating to the implementation of the confiscation leading to the invasion of Parihaka in 1881, the invasion itself, and its aftermath constituted a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

NGĀTI MUTUNGA DEED OF SETTLEMENT

BACKGROUND TO THIS DEED

THE INTERIM TARANAKI REPORT OF THE WAITANGI TRIBUNAL

The Waitangi Tribunal issued in June 1996 an interim report called the "Taranaki Report Kaupapa Tuatahi" (the "**Interim Taranaki Report**") giving its preliminary views on the Taranaki Claims.

The Waitangi Tribunal issued the Interim Taranaki Report:

- based on the Waitangi Tribunal's inquiry up to the date of the report (and noted that the Crown had yet to be heard on many matters raised); and
- in order to expedite negotiations for a settlement of the Taranaki Claims (including the claims of Ngāti Mutunga).

VIEWS OF THE WAITANGI TRIBUNAL IN THE INTERIM TARANAKI REPORT

The Waitangi Tribunal, in the Interim Taranaki Report, expressed some preliminary views concerning the Taranaki Claims including that:

- "They could be the largest in the country. There may be no others where as many Treaty breaches had equivalent force and effect over a comparable time" (*section 1.1*);
- "We see the claims as standing on two major foundations, land deprivation and disempowerment, with the latter being the main. By 'disempowerment', we mean the denigration and destruction of Māori autonomy or self-government" (*section 1.4*);
- "This report has introduced the historical claims of the Taranaki hapū. It has shown the need for a settlement ..." (*section 12.3.1*); and
- "Generous reparation policies are needed to remove the prejudice to Māori, to restore the honour of the Government, to ensure cultural survival, and to re-establish effective interaction between the Treaty partners" (*section 12.2*).

THE SETTLEMENT NEGOTIATIONS WITH NGĀTI MUTUNGA

The Ngāti Mutunga Iwi Authority received in May 1996 a mandate from Ngāti Mutunga to negotiate a deed of settlement with the Crown. The Crown recognised the mandate of the Ngāti Mutunga Iwi Authority in November 1996.

The Ngāti Mutunga Iwi Authority and the Crown entered into:

- terms of negotiation dated 1 July 1997 (the "**Terms of Negotiation**") which specified the scope, objectives and general procedures for the negotiations; and
- a heads of agreement dated 24 September 1999 (the "**Heads of Agreement**") recording that Ngāti Mutunga and the Crown were, in principle, willing to enter into a deed of settlement on the basis of the Crown's settlement proposal set out in the Heads of Agreement.

NGĀTI MUTUNGA DEED OF SETTLEMENT

BACKGROUND TO THIS DEED

THIS DEED OF SETTLEMENT

This Deed of Settlement has been:

- negotiated with the Crown by the Ngāti Mutunga Iwi Authority on behalf of Ngāti Mutunga; and
- ratified by Ngāti Mutunga.

The Mandated Signatories have a mandate from Ngāti Mutunga to sign this Deed of Settlement on behalf of Ngāti Mutunga.

ACCORDINGLY, Ngāti Mutunga and the Crown wish, in a spirit of co-operation and compromise, to enter, in good faith, into this Deed providing for the Settlement of the Historical Claims (as defined in clauses 1.12-1.14).

KO TE TAKENGA MAI O TĒNEI WHAKATAKOTORANGA WHAKATAU TAKETAKE

KA WHAKATAKOTO A NGĀTI MUTUNGA I ĀNA TĀPAETANGA KŌRERO KI MUA I TE RŌPŪ WHAKAMANA I TE TIRITI O WAITANGI

Kua roa tonu ngā kerēme a Ngāti Mutunga e āki ana i te Karauna. Kua whakaaringia aua kerēme ki te Karauna e ngā Māori o Taranaki me Ngāti Mutunga ki te petihana, ki te tautohetohe. Nā ēnei petihana me ēnei tautohenga i kaha tautoko te tūnga mai o ngā kano Komihana i te rau tau tekau ma iwa me te rau tau rua tekau hei āta tiro tiro i ngā whenua i murua i ngā Māori o Taranaki (ko Ngāti Mutunga anō hoki ētehi).

Nā te wāhanga 6 o Te Ture mō Te Tiriti o Waitangi i āhei ai a Māori ki te tuku kerēme ki Te Rōpū Whakamana i Te Tiriti o Waitangi e pā ana ki ngā ture, ki ngā hipanga rānei i mahia e te Karauna, mō te Karauna rānei, i muri iho mai i te marama o Hui-tanguru 1840. Koia i anga kē ai ērā whakaritenga a te Karauna i Te Tiriti o Waitangi me ōna mātāpono.

Mai i te tau 1990 ki 1995 i tiro tiro Te Rōpū Whakamana i Te Tiriti o Waitangi i ngā kerēme rua tekau mā tahi mō Taranaki i tukuna i te wāhanga 6 o Te Ture mō Te Tiriti o Waitangi (ngā “Kerēme a Taranaki”). Ka uru ngā kerēme a Ngāti Mutunga ki aua kerēme a Taranaki. He tini ngā tāpaetanga me ngā pūrongo rangahau i whakatakotokia e te Māori o Taranaki (ko Ngāti Mutunga hoki i reira) ki mua i te aroaro o Te Rōpū Whakamana i te Tiriti o Waitangi e pā ana ki ngā kerēme a ngā iwi o Taranaki.

KO NGĀ TUKUNGA WHAKAAE A TE KARAUNA KI TE RŌPŪ WHAKAMANA I TE TIRITI O WAITANGI

I muri iho i ngā whakaaturanga a ngā kaikerēme i whakamōhio atu te Karauna ki Te Rōpū Whakamana i Te Tiriti o Waitangi, ki tōna whakaaro e whai take ana te āta noho me te āta whiriwhiri ki ngā kaikerēme, ā, i tonu atu te Karauna kia hui rāua tahi ko ngā kaikerēme mō taua take. I tonoa Te Rōpū Whakamana i te Tiriti o Waitangi e te Karauna kia whakaraua tētehi rīpoata hei āwhina i te huarahi hanga ritenga i waenga i te Karauna rātou ko ngā kaikerēme (ko Ngāti Mutunga hoki tērā).

I pātai Te Rōpū Whakamana i Te Tiriti o Waitangi ki te Karauna kia tohungia ngā take kāore i hiahiatia e ia kia huraina ki te aroaro Te Rōpū Whakamana i Te Tiriti o Waitangi. I tuku te Karauna i aua kōrero whakamārama ki Te Rōpū Whakamana i te Tiriti o Waitangi i te 28 o Whiringa-ā-rangi 1995 i roto i tana Whakautu Whāiti. (kei te Tuhinga Whaimana 2.108 o te Pūrongo Uiu o Taranaki a Te Rōpū Whakamana i te Tiriti o Waitangi).

I tuku whakaae mai te Karauna ki Te Rōpū Whakamana i te Tiriti o Waitangi i tōna Whakautu Whāiti:

- ka noho te hokonga o Waitara, me ngā pakanga i whai muri iho, hei nawe, oti rā he tūkinu i Te Tiriti o Waitangi me ōna mātāpono;
- he mea tūkinu hoki te hanga o te muru whenua i roto i a Taranaki, ko tōna hua tonu he mea tūkinu anō i Te Tiriti o Waitangi me ōna mātāpono;
- i taimaha tonu te pānga mai o te muru whenua ki te oranga, ki te ōhanga, ki te whanaketanga hoki o ngā iwi o Taranaki;
- i tōna mutunga, nā te takaroanga o te parepare i ngā wāhinga whenua Māori i kino atu ai ngā hua o te muru; oti rā

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- ko ngā āhuatanga i te whakatinanatanga o te muru i horoa ai a Parihaka i te tau 1881, taua horonga tonu me ngā huanga o muri iho i tūkinotia ai Te Tiriti o Waitangi me ōna mātāpono.

TE PŪRONGO WHĀITI MŌ TARANAKI A TE RŌPŪ WHAKAMANA I TE TIRITI O WAITANGI

I te Hune 1996 i tuku Te Rōpū Whakamana i Te Tiriti o Waitangi i tētehi pūrongo whāiti e kīia nei ko “Taranaki Report Kaupapa Tuatahi” (arā ko te “Interim Taranaki Report”) e tāpae ake ana i ōna tirohanga tīmatanga mō ngā kerēme o Taranaki.

I tuku Te Rōpū Whakamana i Te Tiriti o Waitangi i taua pūrongo whāiti:

- i takea mai te wetewete a te Te Rōpū Whakamana i Te Tiriti o Waitangi i ngā kitenga tae atu ki taua wā i puta ai te pūrongo. (me tōna mōhio hoki, kāore anō kia rangona ngā tāpaetanga a te Karauna; ā
- hei whakaterere i ngā whiriwhiringa kia puta mai tētehi whakataunga o ngā kerēme o Taranaki (me ngā kerēme o Ngāti Mutunga).

NGĀ WHAKAARO O TE RŌPŪ WHAKAMANA I TE TIRITI O WAITANGI I ROTO I TE PŪRONGO WHĀITI MŌ TARANAKI

Ko tā Te Rōpū Whakamana i Te Tiriti o Waitangi, i roto i taua pūrongo, he whakapuaki i ngā whakaaro tīmatanga mō ngā kerēme o Taranaki e mea ana:

- “Koia pea ngā kerēme rarahi tonu i tēnei whenua. Kāore pea he rohe kē atu i ēnei i whēnei ai te tini o ngā tūkinotanga i Te Tiriti o Waitangi, i whēnei hoki i te roa o te wā” (*wāhanga 1.1*);
- “Ki tō mātou tirohanga kua rua rawa ngā take matua i ū ai ngā kerēme, koia ko ēnei ko te rironga atu o te whenua, ko te rironga atu o te mana, ā, ko te noho mana kore te mea matua o rāua. Ko te ‘rironga atu o te mana’ e hua atu ana ki te whakaitinga, ki te kurukurunga o te mana motuhake, o te tino rangatiratanga rānei” (*wāhanga 1.4*);
- “Ko tā tēnei pūrongo, he horanga tuatahi o ngā kerēme a ngā hapū o Taranaki. Kua whakaaturia te akiaki nei, kia whai whakataunga” (*wāhanga 12.3.1*); ā
- “Me whakatū huarahi whai kiko, huarahi hāngai tonu e unuhi ai i ngā hanga tāmi i te Māori, e ara ake anō ai te tūnga o te Kāwanatanga, e ora ai ngā ritenga o te Māori, e pūmou ai ngā hunga whai pānga e rua o te Tiriti” (*wāhanga 12.2*).

NGĀ WHIRIWHIRINGA WHAKATAU TAKETAKE ME NGĀTI MUTUNGA

I te Haratua o te tau 1996 i whai a ‘Ngāti Mutunga Iwi Authority’ i te mana whakahaere mai i ngā uri o Ngāti Mutunga kia whiriwhirihia tētehi whakataunga taketake ki te Karauna. I aro atu te Karauna ki te mana whakahaere o te ‘Ngāti Mutunga Iwi Authority’ i te marama o Whiringa-ā-rangi 1996.

Ka anga tahi te ‘Ngāti Mutunga Iwi Authority’ me te Karauna ki roto i:

- tētehi tātai whiriwhiringa i te 1 o Hōngongoi 1997 (arā ko ngā “Terms of Negotiation”) i tohua te tirohanga whānui, ngā whainga me ngā tukunga whakahaere mō aua whiriwhiringa rā; ā
- tētehi whakatūnga whakaaetanga i te 24 o Mahuru 1999 (arā ko te “Heads of Agreement”) e whakatakoto ana i te whakaaro o te “Ngāti Mutunga Iwi Authority” me te Karauna, i tōna mutunga, kia whāia he whakatau taketake i runga i te tukunga i whakatakotoria ai e te Karauna ki te whakatūnga whakaaetanga (arā ko te “Heads of Agreement”).

NGĀTI MUTUNGA DEED OF SETTLEMENT
KO TE TAKENGA MAI O TĒNEI WHAKATAKOTORANGA
WHAKATAU TAKETAKE

TĒNEI WHAKATAKOTORANGA WHAKATAU TAKETAKE

I tēnei Whakatakotoranga Whakatau Taketake kua:

- whiriwhiria e te Ngāti Mutunga Iwi Authority ki te Karauna mō ngā karangatanga o Ngāti Mutunga; ā
- whakaaetia e Ngāti Mutunga ki te pōti.

Kua whakaaetia te hunga tāmoko hei māngai ki te mana whakahaere mō Ngāti Mutunga ki te waitohu i tēnei Whakatakotoranga Whakatau Taketake mō ngā karangatanga o Ngāti Mutunga.

NŌ REIRA, e hiahia ana a Ngāti Mutunga rāua ko te Karauna, i roto i te wairua mahitahi me te ngākau pono, kia whakapūmoutia tēnei Whakatakotoranga Whakatau Taketake e ea ai ngā Kerēme o Mua (kua whakamāramahia ki te wāhanga 1.12-1.14).

1: NGĀTI MUTUNGA AND THE HISTORICAL CLAIMS

INTRODUCTION

- 1.1 This Deed records the agreement of Ngāti Mutunga and the Crown to settle the Historical Claims.
- 1.2 This Part sets out definitions of the Crown, Ngāti Mutunga, the Historical Claims and certain related terms. Those definitions apply in this Deed unless this Deed or the context requires otherwise.
- 1.3 Definitions of other terms used in this Deed are set out in:
- 1.3.1 clauses 18.1 and 18.4; and
- 1.3.2 the defining clauses or parts referred to in clauses 18.2 and 18.3.

THE CROWN

- 1.4 **The Crown** has the meaning given to it in section 2(1) of the Public Finance Act (which, at the Date of this Deed, provides that the Crown:
- 1.4.1 means the **Sovereign** in right of New Zealand; and
- 1.4.2 includes all Ministers of the Crown and all Departments; but
- 1.4.3 does not include:
- (a) an Office of Parliament;
 - (b) a Crown entity; or
 - (c) a **State enterprise**).

NGĀTI MUTUNGA AND RELATED TERMS

- 1.5 **Ngāti Mutunga**:
- 1.5.1 means the iwi, or collective group, composed of Ngā Uri o Ngā Tūpuna o Ngāti Mutunga; and
- 1.5.2 includes:
- (a) the following historical hapū, which no longer form distinct communities within Ngāti Mutunga, namely, Kaitangata, Ngāti Aurutu, Ngāti Hinetuhi, Ngāti Kura, Ngāti Okiokinga, Ngāti Tupawhenua, Ngāti Uenuku and Te Kekerewai; and
 - (b) any whānau, hapū or group of persons to the extent that that whānau, hapū or group includes persons referred to in clause 1.6.

NGĀTI MUTUNGA DEED OF SETTLEMENT

1: NGĀTI MUTUNGA AND THE HISTORICAL CLAIMS

- 1.6 **Ngā Uri o Ngā Tūpuna o Ngāti Mutunga** means every person who is descended from one or more Ngāti Mutunga Tūpuna.
- 1.7 **Ngāti Mutunga Tupuna** means a person who:
- 1.7.1 exercised Customary Rights by virtue of being descended from:
- (a) Mutunga (son of Kahukura and Hinemoe), Hinetuhi and Hineweo; or
 - (b) a recognised ancestor of any whānau, hapū or group referred to in clause 1.5.2; and
- 1.7.2 exercised those Customary Rights referred to in clause 1.7.1 predominantly in relation to the Area of Interest.
- 1.8 For the purposes of clauses 1.6 and 1.7, a person is descended from another person if the first person is descended from the other by:
- 1.8.1 birth; and/or
- 1.8.2 legal adoption; and/or
- 1.8.3 Māori customary adoption in accordance with Ngāti Mutunga tikanga.
- 1.9 For the purposes of clause 1.7, **Customary Rights** means rights according to Ngāti Mutungatanga, or Ngāti Mutunga tikanga, including:
- 1.9.1 rights to occupy land; and
- 1.9.2 rights in relation to the use of:
- (a) land; and/or
 - (b) natural or physical resources.
- 1.10 **Member of Ngāti Mutunga** means a person who is referred to in clause 1.6.
- 1.11 **Representative Entity** means:
- 1.11.1 the Governance Entity;
- 1.11.2 a person appointed as agent for Ngāti Mutunga under clause 3.7; and
- 1.11.3 a person (including any trust or trustees) acting for or on behalf of:
- (a) the iwi, or collective group, referred to in clause 1.5.1;
 - (b) any one or more Members of Ngāti Mutunga; and/or

NGĀTI MUTUNGA DEED OF SETTLEMENT

1: NGĀTI MUTUNGA AND THE HISTORICAL CLAIMS

- (c) any one or more of the whānau, hapū or groups of persons referred to in clause 1.5.2.

NGĀTI MUTUNGA HISTORICAL CLAIMS

1.12 Historical Claims means:

1.12.1 (subject to clause 1.13) 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 Mutunga (or any 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;
 - (ii) under legislation;
 - (iii) at common law (including in relation to aboriginal title or customary law);
 - (iv) from a 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;

1.12.2 every claim to the Waitangi Tribunal to which clause 1.12.1 applies so far as it relates to Ngāti Mutunga (or a Representative Entity) including:

- (a) Wai 54 - Nga Iwi o Taranaki Claim (Makere Rangiatea Love and others);
- (b) Wai 126 – Motunui Plant and Petrocorp Claim (John Hanita Paki and others);
- (c) Wai 131 - Taranaki Māori Trust Board Claim (Hamiora Raumati and others);
- (d) Wai 143 - Taranaki Claims (Taranaki Consolidated Claims);
- (e) Wai 583 – Ripeka Elena Ogle (Te Iwi o Ngāti Maru (Taranaki) Incorporated and others); and
- (f) Wai 667 – Tamati Whanganui descendants (Kingsford Rihari Tamati and others).

NGĀTI MUTUNGA DEED OF SETTLEMENT

1: NGĀTI MUTUNGA AND THE HISTORICAL CLAIMS

1.13 The term **Historical Claims** does not include the following claims:

1.13.1 a claim that a Member of Ngāti Mutunga, or a whānau, hapū or group referred to in clause 1.5.2, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not a Ngāti Mutunga Tupuna;

1.13.2 a claim that Ngāti Mutunga may have as a result of a loss of interest in land, or in the natural or physical resources, in the Land Area Outside Taranaki; or

1.13.3 a claim that a Representative Entity may have to the extent that claim is, or is based on, a claim referred to in clauses 1.13.1 or 1.13.2.

1.14 In this Deed:

1.14.1 **Land Area Outside Taranaki** means Land in New Zealand that is outside the Taranaki Land District; and

1.14.2 **Land in New Zealand** means land within the baseline described in sections 5, 6 and 6A of the Territorial Sea, Contiguous Zone, and Exclusive Economic Zone Act (being the low-water mark along the coast of New Zealand, including all islands, except as otherwise provided in sections 6 or 6A of that Act).

2: THE SETTLEMENT

THE SETTLEMENT TO ENHANCE THE ONGOING RELATIONSHIP BETWEEN NGĀTI MUTUNGA AND THE CROWN

- 2.1 The Settlement of the Historical Claims under this Deed is intended to enhance the ongoing relationship between Ngāti Mutunga and the Crown (both in terms of Te Tiriti o Waitangi/the Treaty of Waitangi, its principles and otherwise).

THE HISTORICAL CLAIMS ARE SETTLED

- 2.2 Ngāti Mutunga and the Crown agree that this Deed settles the Historical Claims from the Settlement Date.
- 2.3 Ngāti Mutunga releases and discharges the Crown, from the Settlement Date, from all obligations and liabilities in respect of the Historical Claims.

THE CROWN IS TO PROVIDE REDRESS

- 2.4 The Crown must provide the Redress set out in:
- 2.4.1 Part 8: Acknowledgements and Apology by the Crown;
 - 2.4.2 Part 9: Cultural Redress: Relationships;
 - 2.4.3 Part 10: Cultural Redress: Cultural Redress Properties;
 - 2.4.4 Part 11: Cultural Redress: Site-Related;
 - 2.4.5 Part 12: Other Cultural Redress;
 - 2.4.6 Part 13: Cultural Redress in relation to Maunga Taranaki; and
 - 2.4.7 Part 14: Financial and Commercial Redress.

REDRESS IS TO BE PROVIDED TO THE GOVERNANCE ENTITY

- 2.5 The Crown must provide the Redress under Parts 9, 10, 11, 12 and 14 to the Governance Entity to be established by Ngāti Mutunga under clause 3.4 (unless this Deed provides otherwise).

CERTAIN CULTURAL REDRESS DOES NOT OVERRIDE OR DIMINISH LEGISLATION

- 2.6 The Parties acknowledge that:
- 2.6.1 some of the Cultural Redress in Parts 9, 11 and 12 is to assist the Governance Entity to be consulted about or provide input into the decision-making process of relevant departments concerning the management and administration of certain areas of land, species or other matters; but

NGĀTI MUTUNGA DEED OF SETTLEMENT

2: THE SETTLEMENT

2.6.2 the Cultural Redress referred to in clause 2.6.1 does not override or diminish:

- (a) the requirements of any legislation, including:
 - (i) the Conservation Legislation;
 - (ii) the Fisheries Act;
 - (iii) the Crown Minerals Act;
 - (iv) the Antiquities Act; or
 - (v) the Local Government Act;
- (b) any functions, duties and powers under any legislation, including the functions, duties and powers of:
 - (i) the Minister of Conservation, the Director-General or the Department of Conservation under the Conservation Legislation;
 - (ii) the Minister of Fisheries, or the Ministry of Fisheries, under the Fisheries Act;
 - (iii) the Minister of Energy, or the Ministry of Economic Development, under the Crown Minerals Act;
 - (iv) the Minister for Arts, Culture and Heritage, or the Chief Executive of the Ministry for Culture and Heritage, under the Antiquities Act; or
 - (v) the Minister for Land Information, or LINZ, under the Local Government Act; or
- (c) the rights of Ngāti Mutunga, or a Representative Entity, under the legislation referred to in clause 2.6.2(a).

CROWN'S ABILITY TO PROVIDE OTHER CULTURAL REDRESS

2.7 The Parties agree that the provision of the Cultural Redress does not prevent the Crown from doing anything that is consistent with that Cultural Redress, including:

2.7.1 providing the same or similar Cultural Redress to a person or persons other than the Governance Entity; or

2.7.2 disposing of land.

2.8 Clause 2.7.1 does not constitute an acknowledgement that any other iwi or group has interests in relation to areas over which Cultural Redress is to be provided.

NGĀTI MUTUNGA DEED OF SETTLEMENT

2: THE SETTLEMENT

THE SETTLEMENT DOES NOT AFFECT CERTAIN RIGHTS OR DECISIONS

2.9 Nothing in this Deed:

2.9.1 extinguishes or limits any aboriginal title, or customary rights, that Ngāti Mutunga may have;

2.9.2 is, or implies, an acknowledgement by the Crown that any aboriginal title, or any customary right, exists;

2.9.3 (except as expressly provided in or under this Deed) affects any right that Ngāti Mutunga, or the Crown, may have including any right arising:

(a) from Te Tiriti o Waitangi/the Treaty of Waitangi or its principles;

(b) under legislation;

(c) at common law (including in relation to aboriginal title or customary law);

(d) from a fiduciary duty; or

(e) otherwise; or

2.9.4 is intended to affect actions or decisions under the following:

(a) the deed of settlement between Māori and the Crown dated 23 September 1992 in relation to Māori fishing claims;

(b) the Treaty of Waitangi (Fisheries Claims) Settlement Act;

(c) the Maori Fisheries Act;

(d) the Fisheries Act; or

(e) the Maori Commercial Aquaculture Claims Settlement Act 2004.

2.10 Clause 2.9 does not limit clauses 2.2 or 2.3.

ACKNOWLEDGEMENTS CONCERNING THE SETTLEMENT AND ITS FINALITY

2.11 Ngāti Mutunga acknowledges that:

2.11.1 the Crown has acted honourably and reasonably in relation to the Settlement;

2.11.2 it is intended that the Settlement, and the rights of Ngāti Mutunga and the Governance Entity, under this Deed:

(a) will be for the benefit of Ngāti Mutunga; and

NGĀTI MUTUNGA DEED OF SETTLEMENT

2: THE SETTLEMENT

- (b) may be for the benefit of particular individuals or a particular whānau, hapū or group of individuals if the Governance Entity so determines in accordance with its procedures; and

2.11.3 the Settlement and the obligations of Ngāti Mutunga and the Governance Entity under this Deed will be binding on Ngāti Mutunga and any Representative Entity.

2.12 Ngāti Mutunga acknowledges and agrees (and the Settlement Legislation will provide) that, with effect from the Settlement Date:

2.12.1 the Settlement is final;

2.12.2 the Crown is released and discharged from all obligations and liabilities in respect of the Historical Claims;

2.12.3 the Courts, the Waitangi Tribunal and any other judicial body or tribunal do not have jurisdiction (including the jurisdiction to inquire into or to make a finding or recommendation) in respect of:

- (i) this Deed;
- (ii) the Settlement Legislation;
- (iii) the Historical Claims; and
- (iv) the Redress,

(but that jurisdiction is not removed in respect of the interpretation and implementation of this Deed or the Settlement Legislation);

2.12.4 the following legislation (the “**Land Claims Statutory Protection**”) does not apply to land in the RFR Area, namely:

- (i) sections 8A to 8HJ of the Treaty of Waitangi Act;
- (ii) sections 27A to 27C of the State-Owned Enterprises Act;
- (iii) sections 211 to 213 of the Education Act;
- (iv) Part III of the Crown Forest Assets Act;
- (v) Part III of the New Zealand Railways Corporation Restructuring Act; and

2.12.5 neither Ngāti Mutunga, nor any Representative Entity, have the benefit of the Land Claims Statutory Protection in relation to land in the Taranaki Land District that is outside the RFR Area.

NGĀTI MUTUNGA DEED OF SETTLEMENT

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2.13 The Settlement Legislation will provide that:

2.13.1 the Chief Executive of LINZ must, as soon as is reasonably practicable after the Settlement Date, issue to the Registrar-General of Land a certificate that identifies (by reference to the relevant legal description, certificate of title, or computer register) each allotment that is:

(a) solely within the RFR Area; and

(b) contained in a certificate of title or computer register that has a memorial entered under any of the enactments referred to in clause 2.12.4; and

2.13.2 each certificate must state the section that it is issued under;

2.13.3 the Registrar-General of Land must, as soon as is reasonably practicable after receiving a certificate referred to in clause 2.13.1:

(a) register the certificate against each certificate of title or computer register identified in the certificate; and

(b) cancel, in respect of each allotment identified in the certificate, the memorial that, under an enactment referred to in clause 2.12.4, is entered on a certificate of title or computer register in respect of that allotment.

2.14 Ngāti Mutunga acknowledges and agrees that neither Ngāti Mutunga, nor a Representative Entity, will object to the removal by legislation of memorials entered under any of the enactments referred to in clause 2.12.4 from land in the Taranaki Land District that is outside the RFR Area.

ACKNOWLEDGEMENTS CONCERNING THE SETTLEMENT AND THE REDRESS

2.15 Ngāti Mutunga and the Crown acknowledge that:

2.15.1 the Settlement represents the result of extended negotiations conducted in good faith and in a spirit of co-operation and compromise;

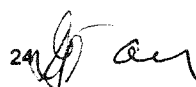
2.15.2 it is difficult to assess the loss and prejudice suffered by Ngāti Mutunga as a result of the events on which the Historical Claims are or could be based;

2.15.3 the Crown has developed a set of general guidelines to ensure a fair approach to the negotiation of historical Treaty claims while also seeking to treat each claim on its merits;

2.15.4 the Crown seeks to achieve fairness between claims so that similar claims receive a similar level of financial and commercial redress;

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

2.15.6 land in the public conservation estate is not generally available for use in Treaty settlements apart from individual sites of special cultural significance;

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NGĀTI MUTUNGA DEED OF SETTLEMENT

2: THE SETTLEMENT

- 2.15.7 it is not possible to fully compensate Ngāti Mutunga for all loss and prejudice suffered by it;
- 2.15.8 the foregoing of full compensation is intended by Ngāti Mutunga to contribute to the development of New Zealand;
- 2.15.9 the decision of Ngāti Mutunga in relation to this Settlement is a decision that Ngāti Mutunga takes for itself alone and it does not purport to affect the position of other tribes; and
- 2.15.10 taking all matters into consideration (some of which are specified in this clause), the Settlement is fair in the circumstances.

3: RATIFICATION OF THE SETTLEMENT AND THE GOVERNANCE ENTITY AND APPOINTMENT OF AGENT

THIS DEED HAS BEEN RATIFIED

3.1 Ngāti Mutunga confirms that:

3.1.1 this Deed was ratified by Ngāti Mutunga by virtue of a majority of 94% of the valid votes cast in a postal ballot of the Eligible Registered Members of Ngāti Mutunga; and

3.1.2 the Mandated Signatories have a mandate from Ngāti Mutunga to sign this Deed on behalf of Ngāti Mutunga by virtue of a majority of 94% of the valid votes cast in a postal ballot of the Eligible Registered Members of Ngāti Mutunga.

3.2 The Crown confirms that it is satisfied with:

3.2.1 the ratification of this Deed by Ngāti Mutunga; and

3.2.2 the mandate of the Mandated Signatories from Ngāti Mutunga to sign this Deed on behalf of Ngāti Mutunga.

REDRESS AGREED TO BY CABINET

3.3 The Crown confirms that the Redress to be provided under this Deed was agreed to by Cabinet on 19 July 2004.

GOVERNANCE ENTITY TO BE ESTABLISHED AND RATIFIED

3.4 Ngāti Mutunga must establish an Entity (the “**Governance Entity**”) to receive the Redress to be provided by the Crown to the Governance Entity under Parts 9, 10, 11, 12 and 14, which the Crown is satisfied (and has Notified Ngāti Mutunga that it is satisfied):

3.4.1 will:

(a) be an appropriate Entity to receive that Redress; and

(b) have a structure that provides for:

(i) representation of Members of Ngāti Mutunga;

(ii) transparent decision-making, and dispute resolution, processes; and

(iii) accountability to Members of Ngāti Mutunga; and

3.4.2 has been ratified by Ngāti Mutunga (by a ratification process agreed in writing by Ngāti Mutunga and the Crown) as an appropriate Entity to receive the Redress that is to be provided to it under this Deed.

NGĀTI MUTUNGA DEED OF SETTLEMENT

3: RATIFICATION OF THE SETTLEMENT AND THE GOVERNANCE ENTITY AND APPOINTMENT OF AGENT

GOVERNANCE ENTITY TO SIGN DEED OF COVENANT

- 3.5 Ngāti Mutunga must, once the Governance Entity has been established in accordance with clause 3.4, ensure that the Governance Entity signs a deed of covenant as set out in Schedule 3 (the "Deed of Covenant") under which the Governance Entity agrees (among other matters) to comply with all the obligations of the Governance Entity under this Deed.

TIME LIMITS

- 3.6 Ngāti Mutunga must ensure that, by no later than six months after the Date of this Deed, the Governance Entity:

3.6.1 is established in accordance with clause 3.4; and

3.6.2 has signed the Deed of Covenant.

APPOINTMENT OF AGENT FOR NGĀTI MUTUNGA

- 3.7 Until the Governance Entity signs the Deed of Covenant, Ngāti Mutunga appoints the Ngāti Mutunga Iwi Authority as the agent for Ngāti Mutunga to:

3.7.1 agree with the Crown a process for the establishment and ratification of a Governance Entity that is satisfactory to the Crown under clause 3.4; and

3.7.2 take any of the following actions on behalf of Ngāti Mutunga under this Deed:

(a) give and receive any Notice or other communication;

(b) exercise any right or power;

(c) waive any provision;

(d) agree to any amendment to this Deed.

GOVERNANCE ENTITY TO REPLACE AGENT

- 3.8 Once the Governance Entity signs the Deed of Covenant:

3.8.1 the appointment of the agent for Ngāti Mutunga under clause 3.7 terminates; and

3.8.2 the actions described in clause 3.7.2 may be taken by the Governance Entity on behalf of Ngāti Mutunga.

4: SETTLEMENT LEGISLATION

INTRODUCTION OF SETTLEMENT LEGISLATION

- 4.1 The Crown must (subject to clause 4.2) propose Settlement Legislation for introduction within six months after:
- 4.1.1 the Crown has Notified Ngāti Mutunga that it is satisfied that the Governance Entity has been:
- (a) established in accordance with the requirements of clause 3.4.1; and
 - (b) ratified by Ngāti Mutunga in accordance with clause 3.4.2; and
- 4.1.2 the Governance Entity has signed the Deed of Covenant.

CONTENT OF THE SETTLEMENT LEGISLATION

- 4.2 The Settlement Legislation proposed by the Crown for introduction must:
- 4.2.1 include all matters required by this Deed to be included in the Settlement Legislation; and
- 4.2.2 be in a form that:
- (a) the Governance Entity has Notified the Crown is satisfactory to Ngāti Mutunga; and
 - (b) is satisfactory to the Crown.

NGĀTI MUTUNGA TO SUPPORT SETTLEMENT AND OTHER LEGISLATION

- 4.3 Ngāti Mutunga and the Governance Entity must support the passage through Parliament of:
- 4.3.1 the Settlement Legislation;
- 4.3.2 any legislation introduced under clause 5.2.2 to terminate proceedings in relation to an Historical Claim; and
- 4.3.3 any other legislation required to:
- (a) give effect to this Deed;
 - (b) achieve certainty in respect of the obligations undertaken by a Party; or
 - (c) achieve a final and durable Settlement.

5: OTHER ACTIONS TO COMPLETE SETTLEMENT

DISCONTINUANCE OF PROCEEDINGS

- 5.1 The Governance Entity must, by or on the Settlement Date, deliver to the Crown notices of discontinuance:
- 5.1.1 of every proceeding in relation to an Historical Claim that has not already been discontinued; and
 - 5.1.2 signed by the applicant or plaintiff to those proceedings (or duly completed by the solicitor for the applicant or plaintiff).
- 5.2 If the Governance Entity does not deliver to the Crown by or on the Settlement Date all notices of discontinuance required by clause 5.1:
- 5.2.1 the Governance Entity must continue to use its best endeavours to deliver those notices of discontinuance to the Crown; and
 - 5.2.2 the Crown may introduce legislation to terminate the proceedings.

WAITANGI TRIBUNAL

- 5.3 The Crown may, on or after the Settlement Date:
- 5.3.1 advise the Waitangi Tribunal in writing of the Settlement and its terms; and
 - 5.3.2 request that the Waitangi Tribunal amend its register, and adapt its procedures, to reflect the Settlement.

TERMINATION OF LAND BANK ARRANGEMENTS

- 5.4 The Crown may, after the Settlement Date, cease to operate any land bank arrangement in respect of land in the Taranaki Land District in relation to Ngāti Mutunga (or a Representative Entity) except to the extent necessary to give effect to:
- 5.4.1 this Deed; or
 - 5.4.2 any arrangements agreed by the Parties between the Date of this Deed and the Settlement Date in relation to land within the land bank.

6: SUMMARY OF THE REDRESS

6.1 This Part sets out a summary of the Redress to be provided by the Crown, if this Deed becomes unconditional, under:

6.1.1 Part 8: Acknowledgements and Apology by the Crown;

6.1.2 Part 9: Cultural Redress: Relationships;

6.1.3 Part 10: Cultural Redress: Cultural Redress Properties;

6.1.4 Part 11: Cultural Redress: Site-Related;

6.1.5 Part 12: Other Cultural Redress;

6.1.6 Part 13: Cultural Redress in relation to Maunga Taranaki; and

6.1.7 Part 14: Financial and Commercial Redress.

6.2 This Part:

6.2.1 sets out only a summary of the Redress to be provided;

6.2.2 is not an operative part of this Deed; and

6.2.3 does not affect the interpretation of any other provision of this Deed.

6.3 The Redress includes:

ACKNOWLEDGEMENTS AND APOLOGY

6.3.1 acknowledgements and an apology by the Crown;

CULTURAL REDRESS: RELATIONSHIPS

6.3.2 Cultural Redress, including:

Protocols with Ministers

(a) the issue of protocols to the Governance Entity by each of the following Ministers:

(i) the Minister of Conservation;

(ii) the Minister of Fisheries;

(iii) the Minister of Energy;

(iv) the Minister for Arts, Culture and Heritage; and

DEED OF SETTLEMENT

6: SUMMARY OF THE REDRESS

- (v) the Minister for Land Information;

Advisory Committees to Ministers

- (b) the appointment of the Governance Entity as an advisory committee to provide advice to the Minister of Fisheries on all matters concerning the utilisation, while ensuring the sustainability, of fish, aquatic life and seaweed administered by the Ministry of Fisheries under the Fisheries Act within the Fisheries Protocol Area;

Input from the Ministry for the Environment in relation to an iwi management plan

- (c) at the request of the Governance Entity, officials from the Ministry for the Environment running a workshop on preparing an iwi management plan;

Memoranda of understanding

- (d) various Ministers have written to the Taranaki Regional Council, the New Plymouth District Council, the Taranaki/Whanganui Conservation Board, the Taranaki Fish and Game Council, Landcare Research Limited and NIWA encouraging each council or organisation to enter into a memorandum of understanding (or a similar document) with the Governance Entity concerning the matters specified in the correspondence;

CULTURAL REDRESS: CULTURAL REDRESS PROPERTIES

- (e) vesting in the Governance Entity the following Cultural Redress Properties:
 - (i) the Onaero Site;
 - (ii) the Pukemiro Site;
 - (iii) the Te Rau o Te Huia Pā Site;
 - (iv) the Ngapapa Site;
 - (v) the Urenui Site;
 - (vi) the Te Urenui Pā Site;
 - (vii) the Okoki Pā Site;
 - (viii) the Okoki Pā Historic Reserve (to hold and administer as an historic reserve);
 - (ix) Onaero Domain Recreation Reserve (vesting with reserve status preserved); and

DEED OF SETTLEMENT

6: SUMMARY OF THE REDRESS

- (x) Urenui Domain Recreation Reserve (vesting with reserve status preserved);

CULTURAL REDRESS: SITE RELATED

Crown acknowledgement of relationship with Area of Interest

- (f) an acknowledgement by the Crown of the relationship of Ngāti Mutunga with land in the Area of Interest;

Nohoanga Entitlement

- (g) a renewable Nohoanga Entitlement of approximately 0.7 hectares at the Uruti Domain Site;

Statutory Acknowledgement in relation to certain areas

- (h) making a Statutory Acknowledgement by the Crown of the association of Ngāti Mutunga with the following areas (copies of SO plans are included in Schedule 6 indicating the general location of those areas):

- (i) Part of Mimi – Pukearuhe Coast Marginal Strip;
- (ii) Waitoetoe Beach Recreation Reserve;
- (iii) Mimi Scenic Reserve;
- (iv) Mimi Gorge Scientific Reserve;
- (v) Mataro Scenic Reserve;
- (vi) Mt Messenger Conservation Area within the Area of Interest;
- (vii) Taramoukou Conservation Area;
- (viii) Onaero River Scenic Reserve;
- (ix) Onaero Coast Marginal Strip;
- (x) Onaero River Marginal Strip;
- (xi) Urenui River Marginal Strip;
- (xii) Coastal Marine Area adjoining the Area of Interest;
- (xiii) Tangitu Conservation Area and Miro Scenic Reserve;
- (xiv) Onaero River;

DEED OF SETTLEMENT

6: SUMMARY OF THE REDRESS

- (xv) Urenui River;
- (xvi) Waitara River within the Area of Interest; and
- (xvii) Mimi River within the Area of Interest;

Deeds of Recognition in relation to certain areas

- (i) granting Deeds of Recognition to the Governance Entity in relation to those parts of the following areas that are owned and managed by the Crown:
 - (i) Part of Mimi – Pukearuhe Coast Marginal Strip;
 - (ii) Waitoetoe Beach Recreation Reserve;
 - (iii) Mimi Scenic Reserve;
 - (iv) Mimi Gorge Scientific Reserve;
 - (v) Mataro Scenic Reserve;
 - (vi) Mt Messenger Conservation Area within the Area of Interest;
 - (vii) Taramoukou Conservation Area;
 - (viii) Onaero River Scenic Reserve;
 - (ix) Onaero River;
 - (x) Urenui River;
 - (xi) Waitara River within the Area of Interest; and
 - (xii) Mimi River within the Area of Interest;

Place names

- (j) naming of Titoki Ridge;
- (k) renaming Te Urinui Pā as Te Urenui Pā;

OTHER CULTURAL REDRESS

Prohibiting taking of certain species for commercial purposes in the Fisheries Protocol Area

- (l) prohibiting the taking, within the Fisheries Protocol Area, of the following species as a target species for commercial purposes:

DEED OF SETTLEMENT

6: SUMMARY OF THE REDRESS

- (i) cats eye, *turbo smaragdus* (pūpū);
 - (ii) freshwater mussel, *hyridella menziesi* (kakahī);
 - (iii) sea anemone, *actinia group* (kotoretore);
 - (iv) sea lettuce, *ulva lactuca* (karengo);
 - (v) lamprey, *geotria australis* (piharau); and
 - (vi) freshwater crayfish, *paranephrops planifrons* (waikōura);
- (m) the Minister of Fisheries:
- (i) consulting with the advisory committee referred to in clause 6.3.2(b) concerning any proposal to authorise the commercial taking in the Fisheries Protocol Area of:
 - (aa) a species referred to in clause 6.3.2(l); or
 - (bb) the Paua Fishery; and
 - (ii) ensuring, in considering that proposal, that the customary non-commercial fishing interests of Ngāti Mutunga in the species concerned are recognised and provided for;

Net Prohibition Proposal

- (n) including in the first regular review of regulatory measures in relation to fisheries resources after the Settlement Date, any written proposal from the Governance Entity proposing that commercial fishermen be prohibited from using trawl nets and set nets in a specified part of the Fisheries Protocol Area;

Proposals in relation to tuna (eel)

- (o) the Ministry of Fisheries consulting with the Governance Entity on, and considering, certain proposals from the Governance Entity in relation to tuna (eel);

RFR over Quota for shellfish

- (p) granting to the Governance Entity, for 50 years from the Settlement Date, a right of first refusal to purchase a specified percentage of Quota that is allocated to the Crown under the Fisheries Act in relation to the Shellfish RFR Area for any of the following shellfish species (if a Total Allowable Commercial Catch is set for that species and the Crown holds Applicable Quota for the Applicable Species on or before the Date of this Deed):

- (iii) sea urchin, *evechinus chloroticus* (kina); and

DEED OF SETTLEMENT

6: SUMMARY OF THE REDRESS

- (iv) surf-clam, *dosinea anus*, *paphies donacina*, *maetra discors*, *maetra murchisoni*, *spisula aequilata*, *bassina yatei* or *dosinia subrosea* (purimu); and

Coastal tendering

- (q) granting to the Governance Entity a preferential right to purchase a specified percentage of the following Authorisations offered by public tender:
- (i) Authorisations in respect of the Specified Coastal Area offered by the Minister of Conservation under section 157 of the Resource Management Act; and
 - (ii) Authorisations in respect of the Specified Coastal Area offered by the Taranaki Regional Council under section 165E(1)(a) or section 165F of the Resource Management Act.

FINANCIAL AND COMMERCIAL REDRESS

6.3.3 Financial and Commercial Redress with an aggregate value of \$14,900,000 comprising:

- (a) the payment of \$14,610,300 of which \$400,000 has been paid to Ngāti Mutunga; and
- (b) the transfer of Commercial Redress Properties with aggregate Redress Values of \$289,700; and

6.3.4 Financial and Commercial Redress comprising the granting to the Governance Entity of a right of first refusal to purchase the RFR Properties in the RFR Area for 50 years after the Settlement Date.

6.4 The Governance Entity must lease to the Ministry of Education two of the Commercial Redress Properties after their transfer to the Governance Entity.

IMPORTANCE OF MAUNGA TARANAKI

6.5 This Deed:

- 6.5.1 includes an acknowledgement by Ngāti Mutunga and the Crown that Maunga Taranaki is of great cultural, spiritual, historical and traditional importance to Ngāti Mutunga and other iwi of Taranaki; and
- 6.5.2 recognises that an apology, and any cultural redress, by the Crown in relation to any of the Historical Claims that relate to Maunga Taranaki is yet to be developed in conjunction with Ngāti Mutunga and other iwi of Taranaki.

7: HISTORICAL ACCOUNT

INTRODUCTION

- 7.1 This Part sets out an historical account of the events upon which the Crown's acknowledgement and apology in Part 8 are based.
- 7.2 The waiata and ngeri, along with their explanations and translations, have been provided for inclusion in the historical account by Ngāti Mutunga to further illustrate their historical experiences.

EARLY PURCHASES

- 7.3 During 1839-1840, at a time when a number of Ngāti Mutunga were absent from Taranaki, several alleged purchases which included Taranaki were made by the New Zealand Company. Taranaki Māori were unfamiliar with the process and effects of land purchases according to English land law. Soon afterwards, a British settlement was established within the area claimed by the Company between New Plymouth and Waitara.
- 7.4 After the proclamation of British Sovereignty in May 1840, the Crown made provision for the investigation of prior purchases of land. The New Zealand Company's claims in Taranaki under the "Ngā Motu deed" were investigated by Land Claims Commissioner Spain, who in 1844 recommended an award of some 60,000 acres to the Company. Governor FitzRoy rejected the recommendation later that year. However, he then proceeded to purchase a 3,500 acre block encompassing the town of New Plymouth.
- 7.5 Following the arrival of Governor Grey in 1845, the Crown persevered in attempting to secure the balance of the Spain award area. In 1847-8, the Crown entered into three further land transactions for this purpose. Two of these purchases were negotiated by New Zealand Company agent, F.D. Bell. The New Zealand Company was permitted to negotiate for purchases with the permission and supervision of the Crown.
- 7.6 In 1848 nearly 600 people, including around 80 members of Ngāti Mutunga, led by Wiremu Kingi te Rangitāke, returned home to Taranaki from the south. Some travelled by waka; others drove stock before them up the coastline. The Crown sought to prevent this return with Governor Grey threatening to destroy their canoes. The members of Ngāti Mutunga who returned to Taranaki in 1848 were recorded to include E Ru (To Kekou canoe), Kohika (Paterangi canoe), Te Kani o Takirau (Marutangata canoe), Te Tonga (unnamed vessel) and Te Wirihana (Kairuru canoe). Other members of Ngāti Mutunga returned to Taranaki at other times.
- 7.7 From the late 1840s, the Crown purchased large areas of central and northern Taranaki to satisfy British settlers' increasing demands for land. With Wiremu Kingi's return there was marked opposition among Taranaki Māori to further land sales. During the 1850s, sharp divisions grew among Taranaki Māori on the question of further sales of land to the Crown. Agreements were reached between Rangatira from various iwi of Taranaki with a view to collective protection of their lands from purchase. Tension resulting from continued Crown attempts to purchase land led to armed conflict between Māori with differing views on sale. When purchasing the lands of those who wished to sell, the Crown increasingly failed to gain the consent of all Rangatira concerned and ignored strongly expressed opposition to the sales.

NGĀTI MUTUNGA DEED OF SETTLEMENT

7: HISTORICAL ACCOUNT

- 7.8 Legislation passed between 1841 and 1856, including the Native Land Purchase Ordinance 1846 and the New Zealand Constitution Act 1852, effectively prohibited Māori from leasing their lands directly to settlers. This denied Māori control over their lands and restricted their ability to receive an economic return from them.
- 7.9 The cumulative effect of the Crown purchases carried out during the 1840s and 1850s created a situation that ultimately led to the outbreak of war. The Crown's attempt in 1859 – 1860 to purchase the land on the south bank of the Waitara River, which settlers were anxious to acquire, touched off the war.

WAITARA AND THE WARS

- 7.10 On 8 March 1859, Governor Gore Browne announced in Taranaki that he "never would consent to buy land without an undisputed title" and "would buy no man's land without his consent". At the same time he said he would not permit anyone to interfere in the sale of land "unless he owned part of it".
- 7.11 Te Teira Manuka offered to sell land at Waitara to the Governor, outlining the boundaries of the Pekapeka block. It is doubtful that he intended to offer the whole block.
- 7.12 Wiremu Kingi was widely acknowledged as the principal Rangatira of Waitara, and a leader of high status and reputation among Te Ati Awa and Ngāti Mutunga. Kingi objected to Te Teira's offer on the grounds that it was Kingi's responsibility as Rangatira to protect the collective interest at Waitara, namely the retention of land occupied by a large community, and the autonomy of his people. He had been stating a desire to keep Waitara since the 1840s. Kingi told the Governor in 1859, speaking on behalf of his people, that "I will not agree to our bedroom being sold (I mean Waitara here), for this bed belongs to the whole of us...All I have to say to you, O Governor, is that none of this land will be given to you, never, never, not till I die." He also asserted: "I will not permit the sale of Waitara to the Pakeha. Waitara is in my hands, I will not give it up...".
- 7.13 Despite this objection, the Governor ordered his officials to identify each person's part in the Pekapeka block, and to negotiate terms of sale with those identified. Wiremu Kingi and many others from the Waitara community refused to undermine the collective interest by making an individual claim to any part of the block.
- 7.14 The Crown did not gain general agreement with the Rangatira and hapū of Waitara before proceeding to detailed negotiations for the Pekapeka purchase. Governor Gore Browne received poor advice from Crown officials concerning the nature of Te Ati Awa rights at Waitara, and the situation there.
- 7.15 After the Crown's attempts to survey the block in February 1860 were prevented by an unarmed party of Kingi's people, mainly women, the Crown proclaimed martial law throughout Taranaki.
- 7.16 The English text of the Proclamation, published on 22 February 1860, stated that "active military operations are about to be undertaken by the Queen's forces against Natives in the Province of Taranaki in arms against her Majesty's sovereign authority". The text as it was translated into Māori was read as a declaration of war as it proclaimed "Ko te Ture whaw[h]ai kia puta inaianei ki Taranaki", or "the law of fighting [is] now introduced to Taranaki". The Crown did not officially correct Taranaki Māori understandings of it, and it was left to individual colonists to explain the meaning of martial law to individual Māori.

NGĀTI MUTUNGA DEED OF SETTLEMENT

7: HISTORICAL ACCOUNT

- 7.17 After martial law was proclaimed, the Crown executed a deed of purchase with Te Teira and some of his whānau and announced that the title to Pekapeka was not disputed by anyone. During this period, Kingi continued to dispute Te Teira's right to sell and indicated his determination that Te Ati Awa retain the land. The Crown took military possession of the Pekapeka block early in March 1860. After the survey of the Pekapeka block began on 13 March, Kingi's supporters built a fortified pā at the south-western corner of the block, commanding the road access. Government troops attacked the pā on 17 March, after the occupants refused a demand to surrender.
- 7.18 When the war began in northern Taranaki, many members of Ngāti Mutunga entered the war on the side of Wiremu Kingi and his supporters.
- 7.19 The Crown had expected a quick military victory, but after unexpected Māori resistance, and support received by Te Ati Awa from within and outside of Taranaki, fighting between Crown forces and Māori continued for a year.
- 7.20 A peace agreement was reached in April 1861 with the involvement of Kingitanga representatives. It provided that the Waitara purchase would be investigated. The Pekapeka block remained under the control of the Crown. Governor Grey decided to renounce the purchase of the Pekapeka block in April of 1863 but his government did not announce this until 11 May 1863, after fighting had already broken out at Oakura. The Crown's actions seriously undermined any prospect of establishing a permanent peace in Taranaki. The war continued in Taranaki until 1869, but there was little fighting in North Taranaki.
- 7.21 During this period redoubts were built on land not owned by the Crown to secure military occupation of the land and provide security for military settlements that would be established later on confiscated land. These included redoubts within Ngāti Mutunga's rohe at Urenui (1864 and 1865) as well as at Wai-iti and Papatiki (1869). The Urenui and Wai-iti redoubts were established on Ngāti Mutunga pā sites, with Urenui being one of the principal kāinga of Ngāti Mutunga.

NEW ZEALAND SETTLEMENTS ACT

- 7.22 In 1863, the Crown enacted three important pieces of legislation, the Suppression of Rebellion Act, the New Zealand Loan Act and the New Zealand Settlements Act. The Suppression of Rebellion Act provided for the detention of rebels and trial by court-martial. The New Zealand Loan Act enabled £3,000,000 to be raised for "the public service of the colony". The Colonial Treasurer expressed this objective in Parliament as "the expense of suppressing the Native insurrection, and the expense to be incurred in colonizing the rebel districts".
- 7.23 The New Zealand Settlements Act provided for the confiscation of Māori land whenever the Governor in Council was satisfied that "any native tribe, or section of tribe or any considerable number thereof", had been engaged in rebellion against the authority of the Queen since 1 January 1863. More particularly, the Act was passed into law to provide "permanent protection and security of the well-disposed Inhabitants of both races for the prevention of future insurrection or rebellion and for the establishment and maintenance of Her Majesty's authority and of Law and Order throughout the Colony". In order to achieve those two broad ends, the Crown proposed introducing settlers into the regions by confiscating land and allotting or selling it to military and other settlers. The returns from the sales of land to settlers were also intended to recoup the Crown's costs of the wars against Māori.

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- 7.24 The New Zealand Settlements Act did not provide a definition of "rebel". It did provide that no compensation would be granted to those who had been "engaged in levying or making war or carrying arms against Her Majesty the Queen or Her Majesty's Forces in New Zealand"; those who had aided, assisted, or comforted such persons; those who counselled any other person to make or levy war; or those who declined to deliver up arms when so required by proclamation.
- 7.25 The Act provided for Māori land to be confiscated in accordance with the following process. Where the Governor in Council was satisfied that a tribe or a "considerable number" of a tribe had since 1 January 1863 been engaged in rebellion, he could declare the District within which land of that tribe was situated to be a district for the purposes of the Act; "eligible sites for settlements for colonization" could then be set apart within such districts; and land reserved for the purpose of such settlements, whereupon such land was deemed to be Crown land.
- 7.26 The British Colonial Office had misgivings about the scope and application of the New Zealand Settlements Act 1863, considering it "capable of great abuse". When initially considering the proposal to confiscate lands, the Colonial Secretary cautioned the Governor to respect the lands of innocent people and tribes and to apportion the measure of punishment to the degree of guilt. When it later considered the confiscation legislation, the British Colonial Office continued to express serious reservations about the use of the Act and its duration but allowed it to remain in operation because final authority for any confiscation remained with the Governor. The Colonial Secretary instructed the Governor to withhold his consent to any confiscation which was not "just and moderate".

CONFISCATION

- 7.27 On 30 January 1865 the Governor declared "Middle Taranaki" to be a confiscation district, and set aside blocks at Oakura and Waitara South as "eligible sites for settlements for colonization." On 2 September 1865, the Governor declared two further confiscation districts: "Ngatiawa" and "Ngatiruanui". The Governor also designated "Ngatiawa Coast" and "Ngatiruanui Coast" as eligible sites for settlement.
- 7.28 The Ngātiawa Coast eligible site took in the entire rohe of Ngāti Mutunga. At this time, fighting had not reached most areas where land was confiscated in the north.
- 7.29 All the land that could be confiscated within the declared confiscation districts was confiscated, despite the declaration in the confiscation proclamation of 2 September 1865 that the land of "loyal inhabitants" would be taken only where "absolutely necessary for the security of the country". The confiscations were also indiscriminate in that the lands taken greatly exceeded the minimum necessary for achieving the purposes of the New Zealand Settlements Act, and included the whole of the lands of the eligible sites, rather than just the lands required for the purpose of specific settlements.
- 7.30 As a result of these proclamations all of the land of Ngāti Mutunga was confiscated.
- 7.31 The New Zealand Settlements Act did not mention punishment, but was punitive in nature. This is clear from contemporary government statements and from the Proclamation of 17 December 1864 that declared that the Governor would punish those "guilty of further violence" and, within the "Province of Taranaki", could take possession of and retain "such land belonging to the Rebels as he may think fit".

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- 7.32 Effectively, the Act also punished "loyal" Māori by enabling the Crown to deprive them of ownership of their lands. The Act provided for "loyals" to be compensated for confiscation as had been indicated by the Proclamation of Peace on 2 September 1865, which stated:

"Out of the lands which have been confiscated in the Waikato, and at Taranaki and Ngatiruanui, the Governor will at once restore considerable quantities to those of the Natives who wish to settle down upon their lands, to hold them under Crown grants, and to live under the protection of the law. For this purpose, Commissioners will be sent forthwith into the Waikato, and the country about Taranaki, and between that place and Whanganui, who will put the Natives who may desire it upon lands at once, and will mark out the boundaries of the blocks which they are to occupy. Those who do not come in at once to claim the benefit of this arrangement must expect to be excluded."

The promise to restore land immediately to those who were prepared to submit to the Crown's authority was not fulfilled.

- 7.33 The Crown subsequently passed the New Zealand Settlements Acts Amendment Act 1866. This Act was retrospective and declared that all instruments and proceedings under the authority of the Settlements Acts were "absolutely valid" and that none of them were to be called into question "by reason of any omission or defect...in any of the forms or things" provided for in the Settlements Acts.
- 7.34 Extensive supplementary and subordinate legislation was passed by the Crown following the 1863 Act which added to the impact of the confiscations by extending the Crown's control over the rights and property of Māori in Taranaki.

THE COMPENSATION PROCESS

- 7.35 A Compensation Court was set up under the New Zealand Settlements Act 1863 to compensate some of those whose lands were confiscated by the Crown. The compensation process and its outcomes added to the uncertainty, distress, and confusion among the people of Ngāti Mutunga as to where they were to live and whether they had security of title.
- 7.36 The confiscation of land affected all members of Ngāti Mutunga, including many individuals and whānau who had never been in conflict with the Crown. The Crown assumed ownership of the entire rohe of Ngāti Mutunga, and consequently all individuals of Ngāti Mutunga had to go through the Compensation Court process to seek the return of their land.
- 7.37 Those considered to be "rebels" could not make claims. In many cases the Court relied on the evidence of very few witnesses, rather than fully investigating the circumstances of each person affected. The Court itself excluded others, such as those who did not appear at hearings, and many absentee iwi members. Hearings were held outside the rohe of Ngāti Mutunga, and began in wartime, making it difficult for some claimants to attend.
- 7.38 All of the Compensation Court awards within the rohe of Ngāti Mutunga were based on out-of-court settlements. By the time these were made most of the readily useable land in the north had already been disposed of by the Crown. These settlements were not properly investigated by the Compensation Court.

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- 7.39 All of the awards made by the Compensation Court on the basis of these settlements were made to individuals, rather than to hapū. Out of the lands confiscated from Ngāti Mutunga, 9900 acres were awarded to 87 individuals between Te Rau o te Huia and Titoki. The awards did not reflect customary forms of land tenure and made the land more susceptible to sale.
- 7.40 Although the Court had the ability to award cash compensation instead of land, if land was unavailable, it did not do so.
- 7.41 In 1867, following petitions from absentee owners who were excluded from the Compensation Court process, the Crown promised an award of 3000 acres to the absentee owners from Ngāti Mutunga who had taken up residency in Taranaki since the beginning of the Compensation Court hearings.
- 7.42 In 1868, many further Ngāti Mutunga absentees returned from the Chatham Islands. Civil Commissioner Robert Parris placed them on land adjoining the Mimi and Urenui rivers. He later estimated that 10,000 acres would be necessary to settle the land claims of the Ngāti Mutunga and Ngāti Tama who had returned from the Chatham Islands.
- 7.43 By 1880, when the West Coast Commission began its investigations, the land awarded to the people of Ngāti Mutunga through the compensation process had not been allocated or granted. Wi Te Arei captured this situation when he stated before the West Coast Commission in 1880:
- “I have a few words to say with regard to our lands between Te Rau-o-te-Huia and Ōnaero, which were awarded by the Compensation Court. I want to know where they are, and the position in which they stand. I wish them to be allocated. We are in the dark as to where they are.”
- 7.44 A proclamation of November 1867 (which was repeated in 1870 and 1871) declared that, before any further sales of Crown land could be made, five per cent of the value of every rural and suburban block to be sold in each confiscation district was to be reserved for such tribes as the Governor might appoint. By 1880, this proclamation had still not been implemented.

LATE PURCHASES

- 7.45 In 1873 and 1874, the Crown purchased two substantial areas of land in the rohe of Ngāti Mutunga: the Waitara-Taramouku block (containing 12,800 acres) and the Ōnaero-Urenui-Taramouku block (containing 36,000 acres). These purchases were carried out through Deeds of Cession and were part of a government programme to purchase substantial quantities of Māori land in the interior of Taranaki.
- 7.46 These purchases took place in an extremely confused situation. All of the land involved had originally been confiscated but, by 1873, confiscation had not been enforced on the ground. This gave rise to doubt among Māori as to whether the confiscation was still in force or had been abandoned. The legal ownership of the land was, therefore, very uncertain. In these circumstances, Māori had lost any sense of security as to land ownership, since they could not be confident that they would retain the land if they refused to sell it. Although the Crown proceeded to purchase the land and so treat it as if it was still Māori property, the customary interests in the land were not investigated by the Native Land Court.

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- 7.47 The execution of these purchases was further flawed in a number of ways. The negotiations were not conducted openly, and advances were made to individuals who wished to sell the blocks. Purchase prices were minimal. Further, Ngāti Mutunga was left with inadequate lands for its present and future needs, since the reserves made were few and insignificant in size.

WEST COAST COMMISSIONS

- 7.48 The first West Coast Commission was appointed in January 1880 to inquire into promises made by the Crown to Māori in Taranaki regarding land confiscated by the Government. Iwi were not given the option of settling matters by negotiation.
- 7.49 The Māori Member of Parliament appointed to the first Commission resigned, claiming that his fellow Commissioners were not impartial. The other Commissioners had previously been Ministers responsible for Native Affairs, and had supported confiscation.
- 7.50 The functions of the first Commission were narrowly focused on the Compensation Court awards and specific Crown promises and did not empower the Commission to inquire into the question of fairness of the confiscations and compensation process. The first Commission refused to hear counsel who wished to question the validity of the confiscation and told Māori that it was not there to discuss such questions with them. These factors combined to minimise the amount of land considered eligible for return to Māori and maximised the amount available for settler use and occupation. The Commission focused most of its analysis on central Taranaki.
- 7.51 The first Commission concluded that many Crown promises were not kept. It noted several related problems including the shortage of lands available for compensation awards and the lack of available land for Chatham Islands returnees, but offered no solutions.
- 7.52 The second Commission was appointed in December 1880 to implement the recommendations of the first Commission. It identified for return approximately 16,000 acres in the Ngāti Mutunga rohe between Titoki and Te Rau o Te Huia. Of this land, more than 3000 acres was awarded to individuals who had claimed interests north of this area.
- 7.53 By this time, much of the open coastal land in the rohe of Ngāti Mutunga had been allocated to military settlers. So, to the extent that land was received by Ngāti Mutunga, the majority of the allocations were in rough and inaccessible bushland. Ngāti Mutunga was, therefore, left with insufficient agricultural land for its present and future needs.
- 7.54 The ownership of the blocks to be returned was determined by the second Commission without right of appeal by claimants. Of the land returned, all was under individualised title. Many of the reserves were protected against permanent alienation when granted, but these restrictions were later removed and much of this land was sold.
- 7.55 The second Commission recommended a system of management, which was subsequently adopted, that placed the reserves under the control of the Public Trustee rather than the owners.
- 7.56 In relation to the 3000-acre reserve for Ngāti Mutunga absentees, the West Coast Commission deferred the grant until such time as those absentees entitled to it could be

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identified. The land was, therefore, not transferred to the Public Trustee. In 1890, when persons entitled to the award had still not been identified, the Crown sold the reserve.

- 7.57 In 1903, Heni te Rau (Jane Brown) petitioned Parliament twice to fulfil the absentee award to Ngāti Mutunga. The Native Affairs Committee recommended that the Government allocate land to the descendants of Ngāti Mutunga absentees.
- 7.58 Following these petitions, in 1905 a Royal Commission commenced an investigation into the Ngāti Mutunga absentee award. The Commission found that Ngāti Mutunga absentees or their successors who had not already received land grants were entitled to receive land or payment. It recommended awards totalling 992 acres for Ngāti Mutunga individuals. A further Native Affairs investigation in 1922 upheld these findings.
- 7.59 In 1928, Cabinet approved a payment of £2,000 to settle the claims of Ngāti Mutunga absentees and their descendants. This money was subsequently paid to the Aotea Māori District Land Board to allocate to the 19 named Ngāti Mutunga individuals identified by the Native Land Court in 1928 and their successors.

SIM COMMISSION

The following ngeri and waiata record the experience of Ngāti Mutunga and other northern Taranaki iwi in relation to the events described in clauses 7.60-7.65. They were performed by members of Ngāti Mutunga when they went to Wellington to testify before the Sim Commission.

Ko Waitara (Waitara)

<i>Ko Waitara, Ko Waitara</i>	<i>Waitara, Waitara</i>
<i>Ko te rā tēnei i mate ai te whenua</i>	<i>This was the day the land was lost</i>
<i>I mate ai te tangata</i>	<i>And people were killed</i>
<i>Ka pēwhea tātou e te iwi?</i>	<i>What should become of us?</i>
<i>Kua hutia reretia nei te whenua i raro i o tātou kumu</i>	<i>The lands have been wrenched from beneath our very seat</i>
<i>Ka tōrona ketia ki runga ki te maunga teitei – aue pākia</i>	<i>Cast upon the lofty mountain I exclaim</i>
<i>I te mea kua huakina nei</i>	<i>Because it has been opened</i>
<i>Kāhore he tangata māna e tūtaki</i>	<i>There is no one who is able to close it</i>
<i>I te mea kua tūtakina nei</i>	<i>Because it has been closed</i>
<i>Kāhore he tangata māna e hūaki</i>	<i>There is no one able to reopen it</i>
<i>Ka huakina, ka huakina</i>	<i>It will be opened, it will be opened</i>
<i>Ka tohungia e au he tangata mō te ao</i>	<i>I will appoint someone to put our case</i>
<i>He ruru rānei, e koia tēnā</i>	<i>If it is an owl, so be it</i>
<i>He ngeru rānei, e koia tēnā</i>	<i>If it is a cat, so be it</i>
<i>He ngārara rānei, e koia tēnā, e koia tēnā, e koia tēnā</i>	<i>If it is a lizard, that will do, so be it, so be it</i>

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Te Whakama (The Shame or Embarrassment)

This song is about the embarrassment and shame “tauīwi” (non-Māori) should have for the terrible things they did to the Māori people in the old days.

<i>Kāhore hoki e te whakamā e tau to ngaro ake nei E mahi tātou ake e te iwi E whaiwhaia nei e te ao he ao koha rā e kupu tautoro mua Whakaaria mai mō tēnei rangi ka tū Nā Te Atua tonu i whakahau I kite ai hoki au i ngā tatau rino Ka hora te ākau ki Ngāmotu rā e ki Whanganui rā hoki ki Pōneke rā ia Ki te haupūrangā o ngā ture Kawana kia kite te Kingi kia rongō ngā mema ngā tongi a namata Tangata kei mua mō muri ko Papatūānuku Ka tere i te moana Ka nui au te manako ka hoki mai ki au Ka wawa i te raukura i āhau i konei Mongamonga noa te mai a te tangata kia horaina atu te marino ki te ao Hei maungārongo tūturu ki runga ki te whenua Kia tāoki ai ngā mahi a ngā poropiti me Ihu Karaiti me āna Apōtoro Nā Te Whiti mahi me āna tamariki e tū nei rā i te mura o te ahi.</i>	<i>Such is the shame its conclusion will not be achieved. We the people will continue This world inflicts a realm of pain extending far into the past Display it all for the occasion before us It was God who urged this I also saw the steel doors The seafront stretched out to Ngāmotu to Whanganui and then to Wellington To where the laws of the Governor are heaped so that the King may see and the members may hear the sayings of the old People first followed by the land Set sail upon the sea The anxiety that comes back to me is an undercurrent Jolting the raukura I have here The clothes of the people are torn asunder, let calm be spread through the world As an ultimate peace upon the land So that the actions of the prophets, Jesus and his apostles may ease off Te Whiti and his children strove so they may stand strong in the midst of the conflict</i>
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- 7.60 From the early years of the twentieth century, there was sustained criticism from Taranaki iwi, Maui Pomare and other political leaders of the confiscation and the administration of the West Coast reserves. The Sim Commission of 1926-27 was set up to investigate confiscations under the New Zealand Settlements Act 1863 and subsequent legislation, but its terms of reference were limited. It did not consider compensation for imprisonment or economic loss suffered. The Commission could only investigate whether confiscations exceeded what was "fair and just", and was not permitted to consider any claim that Māori "who denied the Sovereignty of Her Majesty and repudiated Her authority could claim the benefit of the provisions of the Treaty of Waitangi", nor whether the New Zealand Parliament had the power to pass the confiscation laws.
- 7.61 The Commission had limited time and resources for its purpose and therefore did not fully investigate the return of land, wāhi tapu and other taonga.
- 7.62 The investigations of the Sim Commission, despite its limitations, meant that Taranaki Māori received serious consideration of their grievances for the first time. The Sim Commission found that:

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"Teira was not entitled to sell the Waitara block without the consent of Wiremu Kingi and his people";

"When martial law was proclaimed in Taranaki, and the Natives informed that military operations were about to be undertaken against them, Wiremu Kingi and his people were not in rebellion against the Queen's sovereignty; and when they were driven from their land, their pas destroyed, their houses set fire to, and their cultivations laid waste they were not rebels, and they had not committed any crime";

"The Natives were treated as rebels and war declared against them before they had engaged in rebellion of any kind, and in the circumstances they had no alternative but to fight in their own self-defence";

"If the abandonment of the Waitara purchase had taken place before the occupation of Tataraimaka, it seems possible that the second Taranaki war would have been avoided";

"The armed occupation of Tataraimaka was, in the circumstances, a declaration of war against the Natives";

"Both the Taranaki wars ought to be treated...as having arisen out of the Waitara purchase";

"The Government was wrong in declaring war against the Natives for the purpose of establishing the supposed rights of the Crown under...[the Waitara] purchase"; and

"Although the Natives who took part in the second Taranaki war were engaged in rebellion within the meaning of the New Zealand Settlements Act 1863, we think that, in the circumstances, they ought not to have been punished by the confiscation of any of their lands."

- 7.63 The Sim Commission's recommendations for an annuity of £5,000 for all the Taranaki confiscations and a single payment of £300 for the loss of property at Parihaka were not discussed with the iwi concerned by the government of the day and were never accepted as adequate. For the first 17 years, the payments were irregular. The sums due in the early 1930s were not fully paid.
- 7.64 The Taranaki Maori Claims Settlement Act 1944 states that Māori agreed to accept the sums in full settlement of claims relating to the confiscations and Parihaka. There is no evidence that Ngāti Mutunga or other iwi agreed to this. Neither these nor the previous annuities were inflation indexed, which subsequently became an issue.
- 7.65 The Sim Commission received evidence from a Crown official that the Ngāti Mutunga tribal area covered 75,000 acres. This evidence did not accord with Ngāti Mutunga's view of the extent of its traditional rohe and it is not clear what information the official relied upon in arriving at a figure of 75,000 acres.

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WEST COAST RESERVES

- 7.66 The reserves made by the West Coast Commission did not revert to Māori to do with as they pleased. Rather, they were placed under the Public Trustee to administer under the West Coast Settlement Reserves Act 1881 with the owners losing control of their lands. The Public Trustee had full power to sell or lease the alienable reserves, and lease the inalienable ones, under terms imposed by statute.
- 7.67 In managing those reserves the Trustee was required to promote two goals, one being "the benefit of the Natives" and the other "the promotion of settlement". The Act provided for leases of up to 21 years for agricultural purposes and 42 years for building purposes, with rents being based on "the best improved rent obtainable at the time".
- 7.68 Much of the land under the Public Trustee's administration was leased without the consent of the owners. While Europeans were granted long term leases on the reserves against which they could borrow, Māori were granted only short term leases and occupation licences.
- 7.69 The West Coast Settlement Reserves Act 1892 vested all West Coast Reserves in the Public Trustee in trust for the Māori owners with Māori thereby losing their legal ownership. The Act provided for perpetually renewable leases with rent based on the unimproved value of the land. In effect, these leases created permanent European settlements on the reserves. Leases previously granted by the Public Trustee that conflicted with the terms of the Crown grants were validated, as were earlier reductions in rent. Charges were made against rents including charges for surveying, constructing fences, drainage and roads.
- 7.70 The operation of the Māori reserved land perpetual lease regime was criticised in seven inquiries from 1890 until 1927. The 1891 Rees-Carroll Commission, for example, stated that "[t]he Maoris' rights were confiscated by one dash of the pen...[i]t would be difficult to imagine a more flagrant case of legislative robbery." Further, the 1912 McArthur-Kerr Commission found that two facts stood out in respect of the legislation: "The first is; that every legislative measure has been in favour of the lessees; and the second, that on no occasion has the Native owner been consulted in reference to any fresh legislation".
- 7.71 In 1934 after the arbitration system for settling rentals resulted in a reduction of rents, Māori successfully pursued the matter of low rents in the Supreme Court. In response the Government introduced legislation to amend the definition of improvements. In effect this nullified the court decision and led to a reduction in rents Māori would otherwise have received.
- 7.72 The Māori Reserved Land Act 1955 continued the system of perpetual leases, empowering the Māori Trustee to convert any outstanding fixed term leases to leases in perpetuity and to purchase land for on sale to lessees.
- 7.73 Māori were further disassociated from their ancestral land in 1963 when titles were amalgamated. Owners no longer had a specific interest in their customary land but only a proportional interest in reserves throughout Taranaki. A 1967 amendment to the Māori Reserved Land Act 1955 facilitated sales. The Māori Trustee could sell lands to lessees, provided a proportion of the aggregated owners agreed, even if the owners with ancestral links to those blocks were opposed to selling.

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- 7.74 By 1974 63.5 per cent of reserved land originally vested in the Public Trustee throughout Taranaki had been sold and a further 26 per cent was under perpetual lease.
- 7.75 The Paraninihi ki Waitotara Incorporation, in which all owners were shareholders, was formed in 1976 to administer perpetually leased lands transferred from the Māori Trustee. Owners no longer had any direct interest in their ancestral land.
- 7.76 Despite restrictions on alienation imposed by the Crown on Māori reserves in the nineteenth century in order to protect ownership, today less than five per cent of the reserved land in Taranaki is owned by Māori people as Māori freehold land. Succession fragments interests, so that over time the returns to individuals have generally diminished.

PUBLIC WORKS ACQUISITIONS

- 7.77 The Crown has acquired Ngāti Mutunga land under public works legislation, including Ōkoki Pā and part of Pukemiro Pā. Both sites are wāhi tapu of particular significance to Ngāti Mutunga.

NATURAL RESOURCES

- 7.78 The access of Ngāti Mutunga to rivers, lakes, forests, swamps and foreshore has been affected by land loss. Land adjacent to rivers has been enclosed preventing Ngāti Mutunga from accessing their traditional fisheries and fishing places. Consequently, much of the land adjacent to waterways is held in private ownership preventing Ngāti Mutunga from maintaining a right of access to its traditional fisheries and other food gathering places.

PARIHAKA

- 7.79 Before the wars had ended, a movement for peace and independence was established at Parihaka under the leadership of Te Whiti o Rongomai and Tohu Kakahi. The permanent population of Parihaka consisted of Māori from throughout Taranaki and beyond, including Ngāti Mutunga.
- 7.80 In 1878, the confiscation in central Taranaki was widely perceived by Māori and some officials as having been abandoned by the Crown. Notwithstanding this, the Government began surveying the central Taranaki district in which the Parihaka block was located. When the survey neared Māori cultivations, Te Whiti and Tohu introduced a policy of passive resistance to the surveyors and European settlers who followed. Ngāti Mutunga and other iwi supported this policy. Resistance to the surveyors involved the removal of survey pegs and ultimately the surveyors from the area.
- 7.81 Following the refusal of the Government to meet with Te Whiti to discuss the question of reserves, the prophets launched an "army" of ploughmen to plough settlers' land throughout Taranaki. Ngāti Mutunga records that these lands included Urenui, Ōnaero, Wai-iti, and Mimi within the Ngāti Mutunga rohe.
- 7.82 In 1880 the Government began building a road to Parihaka. When the road reached the Parihaka block in June 1880, the armed constabulary pulled down fences during construction, exposing Māori crops to their horses and wandering stock. As the fences were broken, Te Whiti and Tohu sent fencers to repair them.

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- 7.83 These passive resistance campaigns led to more than 420 “ploughmen” and 216 “fencers” from throughout Taranaki being arrested and imprisoned. Only 40 “ploughmen” received a trial. Special legislation was passed, first to defer the remainder of the trials and then to dispense with the trials altogether.
- 7.84 Whilst detained in Wellington, the Ngāti Mutunga Rangatira Te Rangipūahoaho said that he and his co-prisoners were the mere instruments of Te Whiti’s will in ploughing up the land, and that they had committed no act of violence. He said that he had no hope of the Māori wrongs being addressed by the Supreme Court, and it mattered very little what happened to them.
- 7.85 When Te Rangipūahoaho refused to sign papers nominating a lawyer to look after his lands in the West Coast Commission inquiries, he stated:

“I will not touch the pen or the ink. I will not sign my name. If you, that is to say, the Government, should be strong enough to arrange about our lands, then do so. We have nothing to say because we are now prisoners.”

- 7.86 Many prisoners, including people of Ngāti Mutunga, were later held at the Government’s will in prisons in the South Island. These included the following Ngāti Mutunga people: Te Rangipūahoaho, Heta Namu, Tahana Kawhe, Pitiroi Paekaha, Tiemi Hohepa, Hare Te Paea, Taphana, Tamihana Te Karu, Wi Pukere, Takaweriri, Turangapeke, Wi Watikini, Harawira Wharetutaki, Te Kooti, Hira Tomo, Matene, Te Whao, Wiremu Neera, Wharemate, Te Rehumarangai, Te Peina, Tupoki, and Pene.

Muri Ahiahi (I grieve)

Ngāti Mutunga sang this song for the Ngāti Mutunga men who had been imprisoned for ploughing.

*Muri ahiahi takoto ki te moenga
Ka haramai te waiora o te iwi kua
riro i te mura o te ahi i te kare o te
wai
E whai ana e mana kia haere
koutou mō ngā tohutohu a Te
Whiti ki te iwi e
Ringiringi atu
Pinepine atu
Turaturakina atu
Ngā tatau a rino
Kia hoki mai ai te painga ki te iwi e*

*As evening falls I lay on my bed
The strength of those lost in the
heat of battle, in the water’s swell,
comes forth
You acquire personal conviction to
act upon the instructions of Te
Whiti to the people
Surge up upon it
Go in unison
Rend open
The steel doors
So that the people may once more
be successful*

- 7.87 Conditions were harsh and included hard labour. The detrimental impact of these conditions was compounded by the effect of ill health and exile. The oral traditions of Ngāti Mutunga record that Pitiroi Paekaha died in prison, and that his treatment and death in exile were symbolised by the names of his children: Te Kirihaehae (lashing), Matengaro (lost death/hidden death) and Ngarukeruke (discarded body). The records of the Dunedin Coroner indicate that Pitiroi died in Dunedin hospital of consumption in January 1881. He was buried in the Northern Cemetery in Dunedin.

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E Noho Ana (As I sit here)

This song was sung by the prisoners who were imprisoned during the final ploughing campaigns.

<i>E noho ana i te whare i matatū</i>	<i>As I sit here alert in this house</i>
<i>Kōkirikiri ai tere ai a te ao</i>	<i>The world storms forth, racing</i>
<i>E homai aroha ki a au ki te iwi rā e</i>	<i>Have compassion for me and the</i>
<i>Ka rutua ki te mate</i>	<i>people afflicted by calamity and</i>
<i>I hōku nei hoa ka tauwehe ki te pō</i>	<i>My companions who have passed</i>
<i>E Te Ati Awa kia ara koa</i>	<i>Te Ati Awa rise up</i>
<i>Kei te kimikimi i te ara o te tikanga</i>	<i>Searching for the path of</i>
	<i>appropriate action</i>
<i>I whāia mai nei e Te Whiti mā</i>	<i>That Te Whiti and others sought</i>
<i>Hei whakahoki mai te waiora ki te</i>	<i>To reinstate wellbeing to the</i>
<i>iwi e</i>	<i>people</i>

- 7.88 On 5 November 1881 more than 1,500 Crown troops, led by the Native Minister, invaded the occupied Parihaka in order to dismantle the community. No resistance was offered. Over the following days some 1,600 men, women and children not originally from Parihaka, were forcibly expelled from the settlement and made to return to their previous homes. Houses and cultivations in the vicinity were systematically destroyed, and stock was driven away or killed. Looting also occurred during the occupation. Taranaki Māori assert that women were raped and otherwise molested by the soldiers. Special legislation was subsequently passed to restrict Māori gatherings. Throughout this period restrictions were also placed on Māori movement. Entry into Parihaka was regulated by a pass system.
- 7.89 Six people were imprisoned and Te Whiti and Tohu were charged for sedition and held until 1883. Their trials were postponed and ultimately special legislation was passed to provide for their imprisonment without trial. This legislation also indemnified those who, in the action taken to “preserve the peace”, might have exceeded their legal powers.
- 7.90 Some 5,000 acres of the promised reserve at Parihaka were taken by the Crown as compensation for the costs of “suppressing the...Parihaka sedition”.
- 7.91 The Sim Commission concluded in 1927 that the Crown was directly responsible for the destruction of houses and crops, and “morally if not legally” responsible for “the act of the soldiers who were brought into Parihaka”. It recommended the payment of £300 as an acknowledgement, at least, of the wrong that was done to the people of Parihaka.

Takiri te Raukura (Let the Raukura Dance)

The following waiata records the Ngāti Mutunga experience in relation to the events described in clauses 7.79-7.91. This is one of the waiata poi that were performed by the Ngāti Mutunga poi team at Parihaka from the time of the invasion of Parihaka.

<i>Takiri te raukura</i>	<i>Let the raukura dance, go forth the raukura</i>
<i>Haere koe i runga</i>	<i>Fluttering above and arise upwards</i>
<i>Huri haere rā i te motu e</i>	<i>Throughout the land</i>

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7: HISTORICAL ACCOUNT

*Takiri te raukura
Haere koe i runga
Waiho te ture kia rere i raro e*

*Let the raukura dance
Fluttering above while
The laws are fluttering down below*

*Ko te tongi a Noa
He aka te oranga
Ko te tongi a Te Whiti
He raukura e*

*The symbol of Noah is the ark
A means for survival
Likewise the symbol of Te Whiti
It is the raukura*

*Ko te kupu a Te Whiti
Korikori e te iwi
Kia ngāueue a tauwi e*

*The statement of Te Whiti
People take action
To unsettle the colonisers*

*Mehemea, ko te ra tēnei
O te whakangaromanga
E te iwi kia manawanui rā e
Ka manawanui auē
Ka manawanui au i hei ha
Ka manawanui au i hei ha
Ka manawanui au i hei ha
Ka manawanui au i hei ha*

*If this is to be the day
When all is to be lost
People take courage
I am of stout heart
I am indeed of stout heart
I am indeed of stout heart
I am indeed of stout heart
I am indeed of stout heart*

7: TĀHUHU KŌRERO

KUPU WHAKATAKI

- 7.1 Ko tā tēnei wāhanga he tāpae ake i ngā kōrero tūturu i takea mai i ngā whākinga me ngā tūtohutanga a te Karauna ki tō te wāhanga 8.
- 7.2 Kua tāpirihia ngā waiata me te ngeri, me ngā whakamārama i roto i te Tāhuhu Kōrero e Ngāti Mutunga hei whakarākei, hei whakarāwai i ngā āhuatanga i pā nei ki a rātou i ngā rangi o mua.

NGĀ HOKOHOKO TŌMUA

- 7.3 I ngā tau 1839 me 1840, i te wā kei waho kē atu o Taranaki te nuinga o Ngāti Mutunga i whakapuakina mai e Te Kamupene o Aotearoa he mea hoko ētehi whenua o Taranaki. Kāore i āta mōhio te Māori ki te tikanga me te whakahaere o te hoko whenua ki tā te ture Pākehā titiro. Nō muri iho, ka whakatūngia tētehi kāinga Pākehā i waenganui i Nu Paremata me Waitara i te whenua i kerēmehia e te Kamupene o Niu Tireni.
- 7.4 I muri i te pānuitanga Mana Whenua o Piritana i Haratua 1840, ka whakawātea mai te Karauna kia āta tirohia ngā hokona whenua tōmua. I āta tirohia ngā kerēme a te Kamupene o Niu Tireni i Taranaki e te Kaikōmihana Whenua a Spain; i te tau 1844 i whakatakotohia e ia tētehi tukunga e 60,000 eka te nui ki te Kamupene o Niu Tireni. Ka ākirihia ngā tūhutanga e Te Pitiroi i te mutunga o taua tau. Engari, ka hoko tonu a ia i tētehi poraka e 3,500 eka te nui e whakaurua ai te taone o Nu Paremata.
- 7.5 Nō muri mai i te taenga mai o Kāwana Kerei, ka ngana tonu te Karauna ki te hoko i ngā toenga whenua o te tukunga a Spain. I 1847-8, i uru te Karauna ki roto i ngā whakaaetanga whenua e toru mō tēnei take. I whiriwhirihia ēnei hokonga e rua e F D Bell tētehi o ngā māngai a te Kamupene o Niu Tireni. I whakaaetia te Kamupene o Niu Tireni te whiriwhiri ngā hokonga i raro i te whakahaere me te tiroiro o te Karauna.
- 7.6 I te tau 1848, tata ki te 600 ngā tāngata i hoki atu ki Taranaki mai i te tonga, he 80 o Ngāti Mutunga i hoki atu. Nā Wiremu Kingi i ārahi. I hoki ētehi mā runga waka; ko ētehi atu i pēia ō rātou kararehe i te taha takutai moana. I kaha te Karauna ki te whakahōtaetae i te whakahokitanga atu mā te whakawehi a Kāwana Kerei ki te turaki i ngā waka. Ki tā ngā tuhinga kōrero ko ēnei ngā tāngata o Ngāti Mutunga i hoki ki Taranaki i te tau 1848, ko Eru (To Kekou waka), Kohika (Paterangi waka), Te Kani o Takirau (Marutangata waka), Te Tonga (kāhore he ingoa tō te waka nei) me te Wirihana (Kairuru waka). I hoki anō ētehi atu tāngata o Ngāti Mutunga i ētehi atu wā.
- 7.7 Nō ngā tau 1840, ka tīmata te Karauna ki te hoko i ngā whenua ki te puku me te raki o Taranaki hei whāngai i te hunga manene nō Piritana mō tā rātou hiahia whenua. Nō te hokinga mai o Wiremu Kingi ka whakahē rawa ngā Māori o Taranaki ki te hokonga o te whenua. I ngā tau 1850, ka wāhi totara rua te Māori o Taranaki mō te take o te hoko whenua ki te Karauna. Ka puta ngā whakaaetanga i waenganui i ngā rangatira o ngā iwi o Taranaki mō te take o te noho tōpū i te whenua kia kore e hokona. I pupu ake te raruraru i waenga i te Māori mai i te kaha o te Karauna ki te hoko whenua, nā wai rā ka puta te pakanga i waenga i ngā Māori i āhua rerekē nei te whakaaro mō te hoko whenua. Kāore i riro i te Kāwanatanga te whakaaetanga mai o ngā rangatira katoa i te wā ka riro i a rātou te whakaaetanga mai o ngā tāngata i hiahia ki te hoko i te whenua, ā, kāore hoki a ia i aro ki ngā whakahē o te hoko whenua.

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- 7.8 I whakamanahia ētehi ture i waenga i ngā tau 1841 me 1856 arā te Ture Purchase Ordinance 1846 me te Ture Kaupapa-ā-ture o Niu Tirenī 1852, i aukatia te Māori ki te rīhi i ōna whenua ki te hunga manene. Nō reira kīhai i riro i te Māori te mana whakahaere o te whenua me te whiwhi i te wāriu tika mō te whenua.
- 7.9 Ko ngā mahi katoa a te Karauna i tāna mahi hokohoko whenua i ngā tau 1840 me ngā tau 1850 ka puta mai a Tū, ka riri a Tū ka nguha rātou te Māori, rātou te Pākehā. Nā te hiahia o te Karauna ki te hoko i te whenua i te tahataha tonga o te awa o Waitara i ngā tau 1859-1860, he hiahia nō te hunga manene ki te hoko i taua whenua, nā tēnei i ara mai te pakanga.

KO WAITARA ME TE PAKANGA

- 7.10 I te 8 o Poutu-te-rangi 1859, ka pānuitia e Kāwana Gore Brown ki Taranaki “e kore rawa a ia e hoko i te whenua mei e tautohe ana” ā “e kore a ia e hoko i te whenua o tētehi atu mēnā kīhai tērā tangata i te whakaae”. I taua wā tonu i mea mai a ia e kore e whakaae kia uru atu tētehi ki roto i ngā whiriwhiringa mō te hoko whenua “engari ka wātea mai mēnā e whai pānga ana tētehi ki te whenua”.
- 7.11 I tuku a Te Teira Mānuka ki te hoko i te whenua o Waitara ki te Kawana, nāna i whakaputa ngā taupā o te poraka Pekapeka. Engari kāore pea a ia i hiahia ki te hoko i te katoa o te whenua.
- 7.12 I mōhiotia whānuitia ko Wiremu Kingi Te Rangitāke te rangatira nui o Waitara, ā, he rangatira nui rongonui hoki i waenga i a Te Ati Awa me Ngāti Mutunga. Kāore i whakaae a Kingi ki te tuku o Te Teira ki te hoko i te whenua i te mea nō Wiremu Kingi kē te mana rangatiratanga ki te tiaki i ngā pānga o Waitara, kia pupurutia tonutia te whenua i nohoia e te iwi, me te mana motuhake o te iwi. Mai te tau 1840 i whakaatu a ia i te hiahia kia pupuru tonu te whenua o Waitara. I te tau 1859 i mea atu a Kingi ki te Kāwana mō tōna iwi “E kore rawa au e whakaae ki te hokohoko i tō mātou rūma moe (arā a Waitara) nō mātou katoa tēnei moenga...Ko tāku noa ki a koe, e te Kāwana, e kore e tukua atu tēnei whenua ki a koe, e kore rawa, e kore rawa, kia mate rawa au.” I meatia hoki a ia: E kore au e whakaae ki te hoko o Waitara ki te Pākehā. Kei roto a Waitara i ōku ringaringa e kore au e whakarere iho...”.
- 7.13 Ahakoa tēnei tautohenga, i ngarengarea ngā āpiha o te Kāwanatanga e te Kāwana kia whakamōhio atu rātou i ngā tāngata i whai pānga ki te poraka o Pekapeka, ā kia mahi whakarite te Karauna ki te hoko i te whenua ki ērā i whakamōhiotia ai.
- 7.14 Kīhai i riro i te karauna te whakaaetanga mai i ngā rangatira o ngā hapū o Waitara i mua tonu i ngā āta whiriwhiringa mō te hokohoko o Pekapeka. He koretake ngā tohutohu a ngā āpiha o te kāwanatanga ki a Kāwana Gore Brown mō te āhua o ngā pānga o Te Ati Awa ki Waitara, me te āhua o te wāhi rā.
- 7.15 I muri iho i te taupātia mai o te Karauna ki te ruri i te poraka e ngā Māori korikori ringakore, ko te nuinga he wāhine i Hui-tanguru 1860, ka whakpuakina te pānui mō te ture taua ki Taranaki.
- 7.16 Ko tā te reo Pākehā o te pānui i tāngia i te 22 o Hui-tanguru 1860 e mea atu “Active Military operations are about to be undertaken by the Queens forces against the natives in the province of Taranaki in arms against her Majesty’s sovereign authority.” I te whakamāoritanga mai o te pānui ka pānuihia he putanga pakanga “Ko te Ture whawhai kia

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puta inaianei ki Taranaki”, arā, “Kua tīmata te ture pakanga ki Taranaki.” Kāore i āta whakatikatia te māramatanga o te pānui ki ngā Māori o Taranaki e te Karauna, ā ka waiho rā ki ngā manene te Pānuitanga Ture Taua te whakamārama ki ngā tāngata Māori.

- 7.17 Nō muri i te whakaputanga mai o te Pānuitanga Ture Taua, i uru atu te Kāwanatanga rātou ko Te Teira me tōna whānau ki tētehi whakaaetanga hoko, ā i pānuitia kāore i te whakahētia te hoko whakaaetanga e tētehi atu. I taua wā, i whakahē a Wiremu Kingi i te mana a Te Teira ki te hoko i te whenua, ā, ka tūtohu a ia i te hiahia o Te Ati Awa ki te pupuru ki tōna whenua. I te tīmatanga o Poutū-te-rangi i te tau 1860, ka riro i te Kāwanatanga a Pekapeka mā te whakawā taua. I muri i te tīmatatanga o te ruritanga o Te Pekapeka i te 13 o Poutū-te-rangi, ka hangaia e ngā mōrehu o Kingi tētehi pā tūwatawata ki te taha tonga mā uru o taua poraka i te taha o te huarahi, ka horoa e ngā hoia i te 17 o Poutū-te-rangi i te wā kāore i haurarohia e ngā tāngata o roto.
- 7.18 Nō te pakarutanga mai o te pakanga i te hauraro, he tokomaha hoki te iwi o Ngāti Mutunga i kuhu ki te pakanga tahi me Wiremu Kingi me āna pononga.
- 7.19 I manakohia e te Karauna ka tere rawa tō rātou wikitōria i te whawhai, engari nā te whawhai o te Māori, me te tautoko ki a Te Ati Awa mai i ngā iwi o Taranaki o waho anō hoki o Taranaki ka haere tonu te pakanga i waenganui i a rāua mō te kotahi tau.
- 7.20 Ka hohou te rongo i te marama o Paenga-whāwhā 1861 nā te tautoko o ētehi māngai o te Kingitanga. Ko te tikanga kia āta tirohia ngā mahi hokohoko o Waitara. Ka noho tonu te mana whakahaere o Te Pekapeka ki te Karauna. I te Paenga-whāwhā i te tau 1863 i hua a Kāwana Kerei ki te whakarere i te hoko o Te Pekapeka engari kāore tōna Kāwanatanga i pānui i tēnei tae noa ki te 11 o Haratua 1863, i muri kē i te pakarutanga mai o te pakanga i Ōākura. I tukitukia ngā mahi a te Karauna i te rongomou tūturu ki Taranaki. I haere tonu te pakanga i Taranaki tae noa atu ki te tau 1869, engari he iti noa ngā whawhai i te hau raro o Taranaki.
- 7.21 I taua wā i whakatūngia e te Karauna ētehi pā tūhāhā i runga i te whenua o ētehi atu kia whakanohia e ia āna hōia ki te whenua hei tiaki i ngā nohoanga hōia ka whakatūngia i muri mai i te murunga o te whenua. I whakatūngia ēnei pā tūhāhā i te rohe o Ngāti Mutunga ki Urenui (1864 me 1865), Wai-iti me Papatiki (1869). I whakatūngia ngā pā tūhāhā o Urenui me Wai-iti i ngā pā o Ngāti Mutunga, ko Urenui tētehi o ngā tino noninga kumu o Ngāti Mutunga.

TURE WHAKATAU MANENE KI NIU TIRENI

- 7.22 I te tau 1863 i whakamanahia e te Karauna ētehi hanganga ture whakahirahira e toru arā, te Ture Tāmi i te Mahi Whana, te Ture Pūtea Taurewa o Niu Tirenī me te Ture Whakatau Manene ki Niu Tirenī. Nā te Ture Tāmi i te Mahi Whana i āhei ai te mou herehere o te hunga tautohetohe me te whakawā hoki. Nā te Ture Pūtea Taurewa o Niu Tirenī i āhei ai te whai i te £3,000,000 “mō ngā mahi a ngā āpiha o te motu.” Nā te kaitiakitahuamoni i whakatakoto te whāinga o te Paremata “hei ea i ngā utu a te Karauna mō te tāmi i ngā mahi whana a te Māori me te utu i te whakanoho i ngā manene ki ngā takiwā muru”.
- 7.23 Nā te Ture Whakatau Manene ki Niu Tirenī i āhei ai te muru i ngā whenua Māori e tirohia ana e te Karauna “nā tētahi iwi, nā tētahi wāhanga o tētahi iwi, nā tētahi rahinga mai i tētahi iwi rānei” i mahi hara ki te mana o te Kuini. Ko te mea nui, i whakamanatia te ture “ki te tiaki, ki te whakamaru tūturu i ngā tāngata pai o ngā iwi e rua, kia ārai atu i ngā mahi whana, kia pupuri hoki ki te mana o Te Arikinui Te Kuini i roto i te Ture me te Māiretanga puta noa i te

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whenua". Hei whakatutuki i ēnei whāinga whānui e rua, i mea te Karauna ki te whakatū tāngata noho ki ngā rohe mā te hoko i ngā whenua muru ki ngā hōia me te hunga manene. Ko te titiro a te Karauna mā ngā moni hua i ēnei hokonga whenua e ea ai ngā utu a te Karauna mō āna pakanga ki te Māori.

- 7.24 Kāore i whakamāramatia mai e te Ture Whakatau Manene ki Niu Tireni te āhua o "te hunga tautohetohe". Heoi i meatia mai e kore rawa e aro, e whai utu atu ki ngā tāngata kua "kawe te pakū o te pū ki te rangatiratanga o te Kuini, ki āna hōia rānei o Niu Tireni". Waihoki ērā "i āwhina, i tiaki hoki i aua hunga whakatete". Ko rātou i ngana ki ētehi atu ki te kawepū; ko ērā i whakakore ki te kawepū i raro i te pānuitanga.
- 7.25 I whai wāhi te Ture kia murua te whenua o te Māori mā tēnei ara: Mei kua pai te Kāwana i roto i te Kaunihera kua uru tētehi iwi "he tokomaha" rānei mai te 1 o Kohi-tātea 1863 ki te kawepū, ka āhei a ia ki te whakapuaki i tētehi wāhi i te nohoanga o taua iwi mō te take o te ture; "Ko ngā wāhi pai mō te noho manene" ka whakawātea mai aua takiwā; ā ko ngā whenua i rāhuitia mō aua take noho tangata, kua kīa nei hei whenua a te Karauna.
- 7.26 I te āwangawanga te Tari Koroni o Piritana mō te whānui me te whakamahi i te Ture Whakatau Manene ki Niu Tireni 1863, e mea ana a ia, "ka taea ngā mahi tūkinu nui". I te tīmatanga, i te wā e whakaarohia ana te muru whenua, i whakatūpatohia e te Hēkeretari Koroni te Kāwana Tianara, kia aro nui ki ngā whenua o ngā tāngata me ngā iwi harakore, ā, kia hāngai hoki te whiunga ki te hara. Nō muri mai, i a ia ka noho ki te āta whakaaro mō te hanganga ture muru whenua, i te āwangawanga tonu te Tari Koroni o Piritana mō te whakamahi i te Ture me tōna roanga, engari i whakaaetia kia tū tonu nā te mea ko te mana whakamutunga rawa mō te muru raupatu ko te Kāwana. I tohungia e te Hēkeretari Koroni te Kāwana kia kaua a ia e whakaae kia murua he whenua mēnā kāore i te "tika, i te ngāwari".

KO TE MURU RAUPATU

- 7.27 I te 30 o Kohi-tātea i te tau 1865 i tapaina mai e te Kāwana "te Wāhi Pokapū o Taranaki" hei takiwā muru, ā ka whakawātea mai ngā poraka whenua o Ōākura me Waitara ki te tonga" e te Karauna hei wāhi nohonga mō te hunga manene." I te 2 o Mahuru i te tau 1865, i pānuihia anōtia e te Kāwana ngā takiwā e rua: "Ngatiawa" me "Ngatiruanui." I whakaritea ngā takiwā o "Te Takutai o Ngatiawa" me "Te Takutai o Ngatiruanui" e te Kāwana hei wāhi nohonga mō te hunga manene.
- 7.28 Ka riro te katoa o te rohe o Ngāti Mutunga i te takiwā "Takutai o Ngatiawa". I taua wā, kāore anō te whawhai kia whātoro atu ki ngā wāhi o te hauraro i murua.
- 7.29 Ko ngā whenua katoa i roto i ngā takiwā muru i murua, ahakoa te whakapuakitanga o te Pānuitanga Muru Raupatu o te 2 o Mahuru i te tau 1865 kia kore te whenua o te hunga harakore e riro atu, ka riro tonu atu i te wā he hirahira noa mō te marutanga o te motu. He mahi poka noa te muru ā, he nui kē atu te whenua i tangohia ki tā ngā pānui ā-ture, ā, ko tōna tikanga me tutuki i ngā take o te New Zealand Settlements Act 1863, ā, peke katoa ngā whenua o ngā wāhi māraurau, nui kē atu i ngā whenua i hiahiatia hei pū nohoanga ake mō tauwi.
- 7.30 No reira, i te mutunga o ēnei Pānuitanga Muru Raupatu kua kaingia katoatia te whenua katoa o Ngāti Mutunga e te muru raupatu.
- 7.31 Ko tā te Ture Whakatau Manene ki Niu Tireni 1863 kāore rawa i mea mai ko te whiunga i te tāngata. Engari kē, nā te whakatangata i taua ture, i kitea he mea whiunga i te tangata te

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whakaotinga. E kitea ai nā ngā tuhinga kōrero me te Pānui a te Kāwanatanga o te 17 Hakihea 1864 i kauhau mai ai, ki te matike ake te “mahi tūtutia o te Māori”, “i te takiwā o Taranaki” ko te whiua mai e te Kāwanatanga, ka “murua ngā whenua o aua Māori ki ō te Kāwanatanga i pīrangi ai”.

- 7.32 Nā taua ture hoki i taea te whiuwhiu mai i ngā Māori ahakoa he pononga nā te Kāwanatanga, i wātea hoki te Karauna ki te wewete mai i te mana whenua i ngā pononga. Ko tōna tikanga mā taua ture tonu e utu ngā pononga mō te murunga i te whenua ki tā ngā kōrero a te pānui-ā-ture i te 2 o Mahuru 1865 i mea mai:

“O ngā whenua i murua i Waikato, Taranaki me Ngāti Ruanui ka whakahoki tōtika aua whenua ki ērā Māori e hiahia ana ki te noho ki tō rātou whenua, ki te pupuru i aua whenua i raro i te kaupapa whakawhiwhinga a Te Karauna, ki te noho i raro i te maru o te ture. Mō tēnei take, ka tukuna atu ngā kaikōmihana ki Waikato, me te takiwā o Taranaki, ā ki waenganui i taua takiwā me Whanganui hei whakanohoi aua Māori e hiahia ana ki te noho ki ō rātou whenua. Hei tohu anō hoki i ngā rohe o ngā poraka hei nohoanga mō rātou. Ki te kore aua hunga e aro atu ki tēnei kaupapa e kore rawa rātou e whai hua ki tēnei kaupapa me te aha ka mahue mai.”

Kāore i tutuki tōtika te taunaha whakahoki whenua ki ērā i hiahia ki te tūohu ki te maru o te rangatiratanga o te Kuini.

- 7.33 Nō muri ake, ka whakamanahia te Ture Whakatau Manene ki Niu Tirenī 1866 e te Karauna. Ka mana tēnei Ture nō muri i te Ture Whakatau Manene tuatahi hei whakamana i ngā tukunga, i ngā pānuitanga me ngā whakawhiwhinga i raro i taua Ture “kia tika ai aua mea” kia kore e āta tirohia ēnei mahi “mei kua mahue mai kua hē rānei...i ētehi o ngā mahi me ngā mea” i whai wāhi ai i raro i ngā ture Whakatau Manene.

- 7.34 Ka whakamana te Karauna i ngā ture tāpiri me ngā ture whakawhāiti nā runga i te whai haere i te Ture 1863. Nā tēnei hanganga ture i toko ake ngā mahi muru raupatu mā te whātorohanga ā-mana o te Karauna ki te mana tangata o tō te Māori me ōna ritenga i Taranaki.

TE KAUPAPA UTUNGA

- 7.35 I whakatūria te Kōti Utunga i raro i te maru o te Ture Whakatau Manene ki Niu Tirenī 1863 hei utu i ērā tāngata mō ō rātou whenua i murua e te Karauna. Maranga ake te whakapuna waru ai, te kohuki, te kōripo o te hinengaro i ō te iwi ō Ngāti Mutunga, i te mea kāore rātou i mōhio ki hea rātou noho ai, me he purutanga tā rātou ki ngā taitara.

- 7.36 I hōrapa te murunga o te whenua ki te iwi katoa o Ngāti Mutunga, tae rawa ki ngā tāngata takitahi me ngā whānau kāore rawa i ātete ki te Karauna. Nā te Karauna te pōhēhē nōna kē te mana whakahaere o te rohe katoa o Ngāti Mutunga, ā, ko te otinga atu me haere rā anō ngā tāngata katoa o Ngāti Mutunga ki mua i te aroaro o te Kōti Utunga, rapu ai kia whakahokia mai ō rātou whenua.

- 7.37 Kāore te hunga e meatia nei “he tangata tautohetohe” i āhei ki te kawē kerēme. He maha ngā wā i aro te Kōti ki ngā taunaki a ētehi kaiwhakaatu tokoiti noa, hāunga ake te mātoro atu ki ngā take a ia tangata i whai pānga ai. I mahue ētehi kaikerēme i te Kōti, whēnā i ērā kīhai i tae-ā-tinana atu ki ngā nohoanga Kōti me ērā o te iwi i wāhi kē i taua wa. I noho te Kōti i waho atu i te rohe o Ngāti Mutunga, ā, ka tīmata aua whakawā i te wā o te pakanga, nō reira ka uaua mō ētehi o ngā kaikerēme ki te tae-ā-tinana mai.

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- 7.38 Ko ngā whakawhiwhinga te Kōti Utunga i te rohe o Ngāti Mutunga i ara ake i ngā whakataunga i waho ake o te Kōti. Hei te wā kua rite te tuku i ngā utunga Kōti, kua hokona kētia te whenua pai hei mahinga e te Karauna. Kāore i āta rangahautia ēnei whakataunga e te Kōti Utunga.
- 7.39 I whakahokia ngā whakawhiwhinga katoa a te Kōti Utunga ki te tangata takitahi, āpā te hapū. Mai i ngā whenua i murua i waenganui i Te Rau o te Huia me Titoki i whakahokia te 9900 eka ki ngā tāngata takitahi e 87. Kāore i whai wāhi ngā whakawhiwhinga nei ki ngā tikanga tūturu mō te whenua, ā, mōrearea te noho o te whenua, kei hokona.
- 7.40 Ahakoa i āhei te Kōti ki te utu ki te moni mēnā kāore he whenua hei whakahoki, kāore i whakamahia.
- 7.41 I te tau 1867, whai muri iho i ngā petihana nō ngā tāngata i te noho wāhi kē i mahue mai i ngā tikanga whakahaere utunga, i puta te taunaha a te Karauna, ka tukuna e ia te 3000 eka ki ngā tāngata i hoki mai ki Taranaki i muri mai i te tīmatanga o te nohoanga tuatahi o te Kōti Utunga.
- 7.42 I te tau 1868, he tokomaha anō ngā tāngata o Ngāti Mutunga i te noho wāhi kē i hoki mai i Wharekauri. Ka whakanohoa rātou e te kaikōmihana Robert Parris ki ētehi whenua i ngā tahataha o ngā awa o Mimi me Urenui. Nō muri iho i whakaarongia e ia, me tuku te 10,000 eka hei whakaea i ngā kerēme a ngā tāngata o Ngāti Mutunga me Ngāti Tama i hoki mai ai i Wharekauri.
- 7.43 Ka tae ki te tau 1880, i te wā ka tīmata te Komihana Tai Hauāuru ki te āta rangahau i ngā take, kāore anō te whenua i whakawhiwhia ki ngā tāngata o Ngāti Mutunga kia tohaina. Nā Wi Te Ārei i whakaatu tēnei āhuatanga i te wā i mea atu a ia ki te Komihana Tai Hauāuru i te tau 1880:

“He kupu torutoru ēnei ki a koutou mō ō mātou whenua i waenganui i Te Rau-o-Te-Huia me Ōnaero i tohaina e te Kōti Utunga. Kei te hiahia ange au kia mōhio kei hea ngā whenua, ā, he aha hoki te tūnga o te whenua. E hiahia ana ange au kia tohaina ngā whenua. Kei te pouri mātou mō ngā whenua nei.”

- 7.44 Ko tētehi pānuitanga o Whiringa-ā-rangi 1867 (i whakakorea i 1870 me 1871) i kī, i mua tonu i te hokona atu o te whenua e te Karauna, kia rāhuitia te rima ōrau o te wāriu o te rohe o ia poraka taiwhenua me ngā poraka tāone o te rohe muru raupatu ki ngā iwi ki tā te Kaikāwana whakaaro. Tae noa ki te tau 1878, kāore kau tonu te pānuitanga kia whakatangatahia.

NGĀ HOKONGA TŌMURI

- 7.45 I ngā tau 1873 me 1874, i hoko te karauna i ngā wāhi whenua nunui e rua i te rohe o Ngāti Mutunga - ko te poraka Waitara Taramouku (he 12,800 eka te rahi) me te poraka Ōnaero-Urenui-Taramouku (he 36,000 eka te rahi). I kawea ēnei hokonga mā te “Deeds of Cession” ā ko aua hokonga whenua he whakatūnga kaupapa nō te Kāwanatanga kia tango i ngā rahi o ngā whenua Māori mai i te mano whenua o Taranaki.
- 7.46 Ka whakahaerehia ēnei hokonga whenua i te wā pōrearea. I murua katoatia aua whenua, engari nō te tau 1873, kāore anō te muru whenua kia whakamanahia. Ka hua te whakaaro rangirua o te Māori mēnā i te mana tonu te muru whenua kua whakarerea rānei. Kāore i

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tino mōhiotia kei a wai te mana whakahaere o te whenua i raro i te ture. I ēnei āhuetanga, kīhai rawa te Māori i mōhio mēnā kei a ia te whenua, nā te mea kāore i āheia rātou ka pupuru tonu i a rātou te whenua mēnā ka whakakāhoretia rātou ki te hoko i te whenua. Ahakoa i hoko tonu te Karauna i te whenua me te whakaaro nō te Māori tonu aua whenua, kāore i āta rangahauhia ngā pānga o aua whenua e te Kōti Whenua Māori.

7.47 I hē kē atu te whakaritenga o ēnei hokonga whenua. Kāore i whakahaere tōtika ngā whiriwhiringa, ā, ka utua wawetia ngā kaihoko kaikā. He iti noa iho te wāriu hoko. Apiti atu i tēnā, kāore he pai te rahi o ngā whenua i tuku ki a Ngāti Mutunga mō ēnei rangi me ngā rangi kei te tū, nā te ruarua o ngā poraka whenua i waiho ai mō na me te iti o aua poraka whenua i whēnei ai.

NGĀ KOMIHANA TAI HAUĀURU

7.48 I te marama o Kohitātea 1880 i tohungia te Komihana Tai Hauāuru ki te uiui i ngā kōrero taunaha a te Karauna anō ki ngā Māori o Taranaki e pā ana ki ngā whenua muru. Kore i whai wāhi he huarahi ki ngā iwi ki te whiriwhiri me te Kāwana mō ēnei take.

7.49 I rēhaina te Mema Māori o te Paremata i whakatūhia ki te Komihana tuatahi nā te mea ki tana whakaaro kāore i te tōkeke ōna hoa kōmihana. I noho aua Kaikōmihana hei Minita mō ngā Take Māori, ā i tautokona te murunga o te whenua e rātou.

7.50 I whāiti noa te mahi a te Komihana tuatahi hei tiroiro ki ngā whakawhiwhinga o te Kōti Utunga me ngā taunaha o te Karauna, ā kāore i whakamanahia te kōmihana ki te titiro ki te tika me te pono o te muru me te whakahaere utunga. He kore hiahia nō te Komihana tuatahi nei ki te whakarongo ki ngā rōia i hiahia nei ki te nenei atu i te take o te muru raupatu ā, i mea atu ki te Māori kīhai tērā i tana mahi. Kāore te Komihana tuatahi i hiahia ki te whakarongo ki ngā rōia i patapatai atu mō te tika o te muru raupatu, ā ka mea atu ki te Māori ehara tēnā i tāna mahi. Nā te hui katoa o ēnei take i iti noa te rahi o te whenua hei whakahokitanga atu ki te Māori ā, ka piki ake te rahi o te whenua mō te hunga manene me hō rātou papa kāinga. I mātoroia nuitia ngā take o te pokapū o Taranaki e te Komihana, ka mahue mai ngā āhuetanga o te hauraro.

7.51 I whakatau te Komihana tuatahi, kīhai i whakatinanatia te nuinga o ngā taunaha e te Karauna. Ka whakahua hoki i a ia ngā raruraru whēnā i te iti o te whenua hei toha ki te Māori mā ngā whakawhiwhinga utu me te iti hoki o te whenua mō te hunga i hoki mai i Wharekauri. Kāore te Karauna i whai hua ki ngā raruraru.

7.52 I whakatūria te Komihana tuarua i Hakihea i te tau 1880 hei whakatinana i ngā tūtohutanga o te Komihana tuatahi. I whakaritea te 16,000 eka hei whakahokitanga atu i roto i te rohe o Ngāti Mutunga. I tukuna atu he 3,000 eka i roto i te rohe o Ngāti Mutunga ki te hunga i kerēmehia i tua atu o Titoki i waho atu i te rohe o Ngāti Mutunga.

7.53 Mai i tēnei wā, kua riro kē ngā mania i te takutai moana i te rohe o Ngāti Mutunga ki te hunga hōia. Nō reira ko te nuinga o ngā whenua i whakawhiwhia ki a Ngāti Mutunga, ko te nuinga o aua tukunga he whenua torehapehape me ngā koukouoro e kore e taea te kuhu atu. Nō reira, kāore i pai te rahi o te whenua i waihotia ki a Ngāti Mutunga hei mahinga māna e ea ai ōna wawata ahuwahenua mō ēnei rangi mō ngā rangi kei te tū.

7.54 Nā te Komihana tuarua i whakatau nō wai ngā poraka whenua ka tukuna atu ki a wai. Kāore i āhei te tangata ki te pīra i ngā whakatau. I raro i te tangata takitahi te whenua i hoki mai

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- ai. He maha ngā whenua rāhui nei i whakarauhi i te hoko i te wā i tukuna mai, engari nāwhi nā whai rā ka hikina ēnei tōngā, ā, he nui te whenua ka toia ki te moana.
- 7.55 I tūtohutia e te Komihana tuarua me whakatū i tētehi kātū whakahaeretanga e whakatakoto ai ngā whenua rāhui i raro i te mana o te Kaitiaki Tūmatanui ki tērā o te hunga nō rātou te whenua.
- 7.56 Mō te 3000 eka i rāhuitia mō ngā tāngata noho wāhi kē ka tatari te Komihana Tai Hauāuru te tuku i tēnei whenua kia mōhiotia rā anō ngā tāngata whai pānga. Nō reira kāore i tukuna atu tēnei whenua i raro i te mana o te Tari Tiaki Whenua. Nō te tau 1890, kua kore tonu e mōhiotia ngā tangata i whai pānga ki tēnei whenua, i hokona te whenua e te Karauna.
- 7.57 I te tau 1903, e rua ngā petihana i tukuna ki te Paremata e Heni te Rau (Jane Brown) kia whakatinanatia te whakawhiwhinga ki a Ngāti Mutunga mō ngā tāngata noho wāhi kē. Nā te Komihana Take Māori i whakatau kia tukuna atu te whenua ki ngā uri o Ngāti Mutunga e te Kāwanatanga.
- 7.58 Whai muri mai i ēnei petihana, ka noho te Royal Commission i te tau 1905 ki te tiroiro ki te whakawhiwhinga ki a Ngāti Mutunga mō ngā tāngata noho wāhi kē. Nā taua kōmihana i whakatau ka whai wāhi ngā tāngata o Ngāti Mutunga, ā rātou uri rānei kia utuhia e te Kāwanatanga mō te whenua nē kāore anō kia riro i a rātou ētehi whenua tētehi atu utu rānei. Nā te Komihana i whakatau kia whakawhiwhia te 992 eka ki ngā tāngata takitahi o Ngāti Mutunga. I tautokohia ēnei whakatau e te Komihana Take Māori i te tau 1922.
- 7.59 I te tau 1928, ka whakaae mai te Ratonga Tumu Whakarae ki te utu i te £2000 pāuna hei whakaae i ngā kerēme a te hunga noho wāhi kē o Ngāti Mutunga me ā rātou uri. Ka utua te pūtea nei ki te Komiti Whenua Māori o Aotea hei tuku ki te tekau mā iwa o ngā tāngata i rārangatia i te Kōti Whenua i te tau 1928.

TE KOMIHANA O SIM

Ko te ngeri me te waiata e whai ake nei i te whakaatu mai i ngā āhuatanga i pā nei ki a Ngāti Mutunga me ngā iwi o Te Ati Awa-nui-tonu mō ngā take kua tuhia i ngā wāhanga 7.60-7.65. Nā Ngāti Mutunga i waiata i te wā i haere rātou ki Pōneke ki mua i te aroaro o te Komihana o Sim.

Ko Waitara (Waitara)

*Ko Waitara, Ko Waitara
Ko te rā tēnei i mate ai te whenua
I mate ai te tangata
Ka pēwhea tātou e te iwi?
Kua hutia reretia nei te whenua i
raro i o tātou kumu
Ka torōna ketia ki runga ki te maunga teitei –
aue pākia
I te mea kua huakina nei
Kāhore he tangata māna e tūtaki
I te mea kua tūtakina nei
Kāhore he tangata māna e huaki
Ka huakina, ka huakina
Ka tohungia e au he tangata mō te ao*

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*He ruru rānei, e koia tēnā
He ngeru rānei, e koia tēnā
He ngārara rānei, e koia tēnā, e koia tēnā, e
koia tēnā*

Te Whakamā

E kōrero ana te waiata nei mō te whakamā a tauwiwi mō runga mō āna mahi kino ki te Māori i ngā rangi o mua.

*Kāhore hoki e te whakamā e tau to ngaro
ake nei
E mahi tātou ake e te iwi
E whaiwhaia nei e te ao he ao koha rā e
kupu tautoro mua
Whakaaria mai mō tēnei rangi ka tū
Nā Te Atua tonu i whakahau
I kite ai hoki au i ngā tatau rino
Ka hora te ākau ki Ngāmotu rā e ki
Whanganui rā hoki ki Pōneke rā ia
Ki te haupūrangā o ngā ture Kawana kia
kite te Kingi kia rongō ngā mema ngā
tongi a namata
Tangata kei mua mō muri ko
Papatūānuku
Ka tere i te moana
Ka nui au te manako ka hoki mai ki au
Ka wawa i te raukura i āhau i konei
Mongamonga noa te mai a te tangata kia
horaina atu te marino ki te ao
Hei moungārongo tūturu ki runga ki te
whenua
Kia tāoki ai ngā mahi a ngā poropiti me
Ihu Karaiti me āna Āpōtoro
Nā Te Whiti mahi me āna tamariki
e tū nei rā i te mura o te ahi.*

7.60 Nō ngā tau tōmua o te rautau rua tekau, he nui ngā amuamu nā ngā iwi o Taranaki, nā Maui Pomare me ētehi atu kaitōrangapū mō te muru o te whenua me te whakahaere o ngā rāhui whenua i raro i te Ture Tai Hauāuru. I whakatūria te Komihana o Sim i ngā tau 1926 ki 1927 hei tiroiro i ngā murunga i raro i te Ture Whakatau Manene me ngā hanganga ture i whai muri iho. Engari i takoto whāiti mai ngā whakamāramatanga. Kāore te Komihana i aro ki te whakaeatanga mō ngā hereherenga me te wāriu ka ngaro. I ara whakaaro mai te Komihana o Sim, mai i ērā whakarereanga katoa nē i “e tika”, “e pono” hoki te whakarahi ake a ngā mahi muru raupatu i ngā whenua, ā kāore i aro hoki mēnā ko ngā Māori “i huri tuarā atu ki te Mana o te Kuini, ā, i whakarerea hoki tōna mana, ko te taea tonutia e ia te whai kerēme i ngā tikanga o Te Tiriti o Waitangi”, ā mēnā he mana ō te Paremata o Niu Tireni mō te hanga ture muru whenua.

7.61 He iti noa te wā me ngā rawa a te Komihana mō te kaupapa, nō reira kāore i āta rangahauhia te whakahokitanga o ngā whenua, wāhi tapu me ngā taonga.

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- 7.62 Ahakoa ngā whāititanga o te Komihana o Sim, ko te wā tuatahi tēnei ka arohia ngā Māori o Taranaki mō ā rātou whakamou. Ka puta te whakatau o te Komihana:

“Kīhai i a Te Teira te mana hei hokohoko i te poraka o Waitara hāunga te whakaaetanga a Wiremu Kingi rātou ko tōna iwi”;

“Nō te putanga mai o te Pānuitanga Ture Taua i Taranaki, ā, nō te whakamōhiotanga ake ki te Māori ka uta te pakanga ki runga i a rātou kāore a Wiremu Kingi me tōna iwi i te mahi hara ki te mana o te Kuini; ā i te wā i panaia rātou i ō rātou noninga kumu, i turaki ō rātou pā, i mura ō rātou whare, ā i takahi kinongia ō rātou taupā kāore anō rātou kia taka ki te hē”;

“I whēnātia te Māori me he hunga hara, ā i whakapuakina te pakanga ahakoa kāore rātou i kuhu ki te mahi whana, ko tona hua kāore he mahi i tua atu i te whawhai hei wawao i a rātou”;

“Mei i whakarere te hokohoko o Waitara i mua i te taka takahi o ngā hōia ki Tataraimaka, tērā pea kua parepare atu te pakanga tuarua”;

“Ko te noho o ngā hōia ki Tataraimaka i roto i ngā āhuetanga o te wā he whakaaturanga pakanga ki te Māori”;

“I hē te Kāwanatanga ki te whakaputa i te whakapuakitanga pakanga hei mana i ngā tikanga o te Karauna i...[Waitara] te hoko”;

“Ahakoa i te whana te Māori ki te kahu o te Kuini i uru ki roto i te kakari tuarua i raro i te Ture Whakatau Manene ki Niu Tirenī, ki tō mātou whakaaro, i roto i ngā āhuetanga o taua wā, ehara i te mea tika kia tūkino rawa rātou ki te muru o ō rātou whenua.”

- 7.63 I tūtohungia e te Komihana kia £5,000 te nui hei utu mō ngā muru raupatu katoa o Taranaki me tētehi utunga kia £300 mō te ngaromanga o ngā rawa i Parihaka, kīhai i kōrerorero tahi ki te iwi e tika ana nōna aua take, me he tika hoki te rahi o te utunga. Mō te taha ki te moni ā-tau i ngā tau tīmatatanga 17 he kātū pōrarururu ki te wā hei utunga atu, nā, i ngā tau tōmua o ngā 1930 he mea kongakonga noa iho i utua.

- 7.64 I mea mai te Ture Whakatau Kerēme Māori 1944 i whakaae mai te Māori ki te pūtea hei ea i ngā kerēme e pā ana ki te muru me te raupatu o te whenua me te pāhuetanga o Parihaka. Kāore i te kitea nē i whakaaetia e Ngāti Mutunga, e ētehi atu iwi rānei o Taranaki ki tēnei take. Nō reira kāore ngā utunga o ērā wā i piki rawa ki ia huringa o te tau neke atu, tae noa ki ēnei rangi.

- 7.65 I whiwhi te Komihana o Sim i ētehi whakaaturanga mai i tētehi āpiha o te Karauna, he 75,000 eka te nui o te rohe o Ngāti Mutunga. Kāore i te taurite ēnei whakaaturanga ki tā Ngāti Mutunga kōrero mo te nui o tōna rohe. Kāore i te tino mōhiotia nō wai ēnei kōrero i whakawhirinakihia e te āpiha mo te 75,000 eka.

NGĀ WHENUA RĀHUI O TE TAI HAUĀURU

- 7.66 Kīhai ngā whenua i rāhuitia e te Kōmihana o Te Taihauāuru i whakahokia ki te Māori hei mahinga māna anō ki tāna i pīrangi ai. Engari, i mana ai te Kaitiaki Tūmatanui kia

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- whakahaere i raro i te Ture West Coast Settlement Reserves Act 1881 ka ngaro i ngā tāngata nō rātou te whenua te manawhakahaere. Ka riro ki te Kaitiaki Tūmatanui te mana whakahaere ki te hoko i ngā whenua rāhui me te rīhi i ngā whenua motuhake i raro i ngā takotoranga i utaina mai e te Ture.
- 7.67 E rua ngā whāinga hei whaitanga mā te Kaitiaki Tūmatanui ki te whakahaere i ēnei whenua rāhui, ko tētehi “hei painga mō te Māori” ā ko tērā atu “hei whakanoho anō i te hunga manene.” Nō taua ture tonu i taea te pūmou ki ngā whakahoutanga a ngā rīhi mō te ahuwahenua hei ia 21 tau te roa, mō te 42 tau te roa mō ngā kaupapa hanga whare, i taketake mai ngā reti i te “rironga i te reti pai o taua wā”.
- 7.68 He nui ngā whenua i raro i te maru o ngā whakahaeretanga o te Kaitiaki Tūmatanui i rīhi atu, engari kīhai i whai whakaaetanga mai i ngā tāngata nōna te whenua. Ahakoa i riro i a tauwiwi ngā rīhi wā roa, ka riro noa kē i te Māori ngā rīhi wā poto me ngā raihana noho whenua.
- 7.69 I mana ai te Kaitiaki Tūmatanui i raro i te Ture West Coast Settlement Reserves Act 1881 mō te pupuru i ngā whenua rāhui katoa mō ngā Māori nōna hoki aua whenua tonu. I runga i tēnā i ngaro katoa i te Māori te mana-ā-ture mō tōna whenua. Nō mua he rerekē ngā whakaaetanga mō ngā whenua rīhi a te Kaitiaki Tūmatanui ki tā ngā whakaritenga a te Karauna, ahakoa tērā i whakamana tonu. Pēnei i mua mō te whakahekenga mai o ngā utu mō te reti. I aukatia ngā Māori whaihua nōna te whenua ki te pupuri i ngā rīhi pūmou mai i te Kaitiaki Tūmatanui i raro i tērā Ture West Coast Settlement Reserves Act 1881. Ahakoa i whakawāteahia mai tērā āhua e tētehi ture whakatikatika i hangaia ai i te tau 1893, e ai ki tā ngā tauranga o 1912 e whāki mai ana i taua wā, kāore kau ngā whenua rīhi i pānga atu ki te Māori.
- 7.70 E whitu ngā whakatūnga tiro-tiro i whakahē mai i ngā whakahaere a ngā rīhi pūmoutanga mai i te tau 1890 ki 1975. Hei tauratanga, nā te Komihana Rees-Carroll i te tau 1891 i mea “i murua ngā tika a te Māori mā te āputa o te pene...he uaua te kite i tētehi atu taura o te whānako ā-ture māra-kerake nei.” I tua atu i tēnā i kitea e te Komihana McArthur-Kerr i te tau 1912 e rua ngā mea i puta ake e pā ana ki taua ture: “Ko te tuatahi, i tautoko katoa ngā whakatau a te ture ki ngā kairīhi; ko te tuarua, kāore kau i whai wā ki te whakawhiti kōrero ki te tangata nōna ake te whenua mō ngā take e pā ana ki ngā ture hōu”.
- 7.71 I te tau 1934, whai muri iho i te whakatau a te tikanga whakataunga whakarite rīhi kia heke te utu o ngā rīhi, i eke panuku te Māori te take o ngā rīhi moroiti nei ki te Kōti Matua. Hei whakautu, i whakawhitia e te Kawanatanga tētehi ture hei tini i te whakamāramatanga o ngā painga ki te whenua. I whakahekeka mai te rahi o te utu mō ngā rīhi ka riro ki ngā Māori, ā, i memehatia ngā whakatau a te Kōti.
- 7.72 Nā te Ture arā nā “The Māori Reserved Land Act 1955” i kawē tonu te kaupapa o te pūmoutanga whenua, e taea ai ngā Kaitiaki Māori te whakahuri i ngā toenga rīhi wā poto hei rīhi pūmoutanga, me te hoko i ngā whenua hei hoko ki ngā kairīhi mā tōna wā.
- 7.73 Ka whakawehea kē atu ngā Māori i ō rātou whenua tūpuna nō te whakakotahitanga mai o ngā taitara i te tau 1963. Kāore ngā uri whenua i hanga hiahiatia ki ngā mana whenua, engari he hiahia kē ōna ki ngā whenua rāhui puta noa i Taranaki. I te tau 1967 nā tētehi tāpiritanga ki te ture arā, nā te “Māori Reserved Land Act 1955” i wātea mai te huarahi ki te hoko i ngā whenua. I wātea mai ai ngā Kaitiaki Māori ki te hoko i ngā whenua ki ngā kai rīhi, engari mā ngā whakaaetanga a te nuinga o ngā uri whenua i taea ai te hoko. Waihoki,

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7: TĀHUHU KŌRERO

kāore i kitea he tikanga ki te whai whakaaetanga mai i ngā uri whenua o mua nōna tūturu ake aua whenua.

- 7.74 Tae atu ki te tau 1974, ko ngā whenua rāhui i noho i raro i te mana o ngā Kaitiaki Māori e 63.5 ōrau te rahi i hokona i Taranaki, āpiti atu ki tērā i whakapūmoutia hoki tētehi 26 ōrau o ngā whenua.
- 7.75 I te tau 1976 i whakatūria te Kaporeihana o Paraninihi ki Waitōtara hei whakahaere i ngā whenua rāhui i whakawhitia mai e te Kaitiaki Māori. Ka mou i ngā tāngata nōna ngā whenua ki ngā wāhi o te Kaporeihana. Kāore hoki i taea te whakatangata i tō rātou mana motuhake ki ngā panga o ō rātou whenua tupuna.
- 7.76 Ahakoa ngā rāhuitanga ki te hokohoko whenua i whakapoua e te Karauna i runga i ngā whenua rāhui i te rautau tekau mā iwa hei tiaki i te rangatiratanga, kei ēnei rangi, he rima ōrau noa iho te rahi o aua whenua kua mou i ngā Māori hei whenua korehere. Nā te putanga uri, nāwhai ā, ka hora whānui te tukunga iho o te whenua ki ia uri, ka tanuku haere ngā pānga whenua.

NGĀ HOKONGA PUBLIC WORKS

- 7.77 Kua riro i te Karauna ētehi whenua o Ngāti Mutunga mā ngā hanganga ture mahi tū matanui pēnei i te pā o Ōkoki me tētehi wāhanga o te pā o Pukemiro. E rua e rua he wāhi tapu, he wāhi whakahirahira ki a Ngāti Mutunga.

NGĀ TAONGA O TE TAIAO

- 7.78 Nā te ngaromanga haere o te whenua kua āraia te haere a Ngāti Mutunga ki ōna awa, repo moana, ngahere me te takutai moana. Kua aukatingia ētehi o ngā whenua i te taha o ngā awa, ā, kua āraia a Ngāti Mutunga i ō rātou tauranga ika, wāhi hī, hao ika.

PARIHAKA

- 7.79 I mua i te otinga o te pakanga, i taketake mai te kaupapa mō te rongomau me te mana motuhake i Parihaka Taranaki, i raro i te rangatiratanga o ngā manu e rua, o Te Whiti-o-Rongomai rāua ko Tohu Kakahi. Horahia ana te pango o te tangata e noho pūmou ana ki Parihaka, ko te nuinga i karangatia nō roto tonu o Taranaki huri atu, me ngā uri o Ngāti Mutunga.
- 7.80 Tae noa ki te tau 1878, i kitea e ngā Māori me ngā kātīpa kua whakarerea e te Karauna te mahi muru whenua i Taranaki. Hāunga ake tēnei, i tīmata te Kāwanatanga ki te rūri whenua i roto tonu o te takiwā pū o Taranaki. Ko Parihaka tonu kei tērā takiwā. I te wā i tata mai ngā mahi rūri whenua ki ngā māra Māori, i whakaurua mai e Te Whiti rāua ko Tohu te kaupapa maungārongo i runga i a rātou, hei tohu whakautu ki ngā kairūri, ki ngā tāngata whai hoki. Ka huhuti mai ngā tāngata o Parihaka i ngā tīrau, ā, ka whakaaria mai ētehi atu kātū āhua maungārongo o rātou. Ko tōna mutunga ake, i whakarerea te wāhi e ngā kairūri.
- 7.81 Nā te kore whakaae a te Kāwanatanga kia tūtaki ki a Te Whiti ki te kōrerorero i ngā uiui mō ngā wāhi rāhui, ka whakarewa ngā poropiti i te tira kaiparau ki te parau i ngā whenua i nohoia ai e tauīwi. Ki tā ngā kōrero tuku iho o Ngāti Mutunga i paraungia ngā whenua o Urenui, Ōnaero, Mimi me Wai-iti i te rohe o Ngāti Mutunga.

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- 7.82 I te tau 1880 i tīmata te Kāwanatanga ki te hanga i te rori ki Parihaka. Ka tae mai ngā mahi rori ki te whenua o Parihaka i te marama o Pipiri 1880, ka turaki ngā pirihimana mou pū i ngā taiepa, ka huakina ngā māra ki ngā hōiho me ngā kararehe. I ngā taiepa e turakina haere ana, ka tohua e ngā manu e rua ki te whakapai anō i ngā taiepa.
- 7.83 Nā ēnei kano mahi i mouhere ai ngā kaiparau e 420 me ngā kaiwhakapai taiepa e 216, puta noa i Taranaki. E 40 noa iho ngā kaiparau i whakawākia ki te Kōti. Ka hanga mai i tētehi ture motuhake, hei hiki i ngā toenga whakawā, kātahi ka whakakorea atu.
- 7.84 I te wā e mouheretia ana ki Pōneke, ka mea mai a Te Rangipūahoaho, tētehi o ngā rangatira o Ngāti Mutunga, he kai mahi noa iho rātou ngā herehere ki te whakahaere i te whakaaro o Te Whiti i mahi ai rātou ki te parau i te whenua; kāore hoki rātou i mahi kino ki te patu tangata, ki te aha rānei. Kāore ia e mōhio ana ka ora i te Kōti Matua ngā mate o ngā Maori; e taea hoki te aha, ū ā te mate.
- 7.85 I te wā ka whakahē a Te Rangipūahoaho ki te haina i ētehi pepa hei tuku i te mana whakahaere o ōna whenua i raro i te maru i te Komihana Tai Hauāuru ki tētehi rōia ka mea a ia:
- “e kore rawa au e whāwhā i te pene me te waituhi. E kore au e tuhi i tōku ingoa. Mēnā kei a koutou te tikanga o ō mātou whenua, koia tēnā. Kāore ā mātou kōrero ki a koutou nā te mea he herehere mātou ināianeī.”
- 7.86 Tokomaha ngā mouhere, me ngā uri o Ngāti Mutunga, i tō te hiahia o te Kāwanatanga, i ka mouhereheretia ki ngā whare herehere o Te Waipounamu. Koinei ētehi o aua mouhere: Te Rangipūahoaho, Heta Namu, Tahana Kawhe, Pitiroi Paekaha, Tiemi Hohepa, Hare Te Paea, Tāpihana, Tamihana Te Karu, Wi Pūkere, Tākaweriri, Tūrangapeke, Wi Watikini, Harawira Wharetūtaki, Te Kooti, Hira Tomo, Matene, Te Whao, Wiremu Neera, Wharemate, Te Rehumarangai, Te Peina, Tūpoki, me Pene.

Muri Ahiahi

I waiatatia tēnei waiata e Ngāti Mutunga mō ngā tāngata i mou herehere mō te parau i te whenua.

*Muri ahiahi takoto ki te moenga
Ka haramai te waiora o te iwi kua
riro i te mura o te ahi i te kare o te
wai
E whai ana e mana kia haere
koutou mō ngā tohutohu a Te Whiti
ki te iwi e
Ringiringi atu
Pinepine atu
Turaturakina atu
Ngā tatau a rino
Kia hoki mai ai te painga ki te iwi e*

- 7.87 He wāhi kino te wāhi, he karawhiu i ngā tāngata ki ngā mahi mārō, ki ngā mahi whakauaua tangata. Koia i pērā nā ngā kaupēhipēhi ka aituatia ngā mouhere ki te māuiuitanga, ki ngā tūnga manenetanga. Ki tā ngā kōrero tuku iho o Ngāti Mutunga i mate a Pitiroi Paekaha i te whareherehere. Kei te mou tonu te kaupēhipēhi me te kino i pā nei ki a ia i ngā ingoa o āna tamariki arā: a Te Kirihaehae, a Matengaro me Ngāruckeruke. Ki tā ngā tuhi o te

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kaiwhakamātau tūpāpaku o Ōtepoti i mate a Pitiroi i te mate kohitū i te marama o Kohi-tātea i te tau 1881.

E Noho Ana

I waiatatia tēnei waiata mō ngā tāngata i mou hereheretia i te parau whakamutunga.

*E noho ana i te whare i matatū
Kōkirikiri ai tere ai a te ao
E homai aroha ki a au ki te iwi rā e
Ka rutua ki te mate
I hōku nei hoa ka tauwehe ki te pō
E Te Ati Awa kia ara koa
Kei te kimikimi i te ara o te tikanga
I whāia mai nei e Te Whiti mā
Hei whakahoki mai te waiora ki te iwi e*

- 7.88 I te 5 o Whiringa-ā-rangi 1881 i whakaekea te pā o Parihaka e ngā hōia neke atu i te 1,500 a te Karauna. I aratakina e te Minita Take Māori. Kāore he paku tohenga i puta i a rātou. Ka huri ngā rā, ka panaia ngā tāne, rātou ko ngā wāhine, ko ngā tamariki 1,6000 te nui kāore i karangatia nō Parihaka. Ka whakahaua kia hoki atu ki hō rātou kāinga. Ka parekuraina ngā whare, ngā māra e whakatata mai ana ki taua wāhi, ka peia atu ngā kararehe, ka patua rānei. I whakarere ai te mahi muru i taua wā hoki. E ai ki ngā kōrero a ngā Māori o Taranaki, i paheratia, i rawekengia ngā wāhine e ngā kaihoru. Whai muri iho i whakatūria ai tētehi ture motuhake anō hei aukati i ngā huinga Māori. I taua wā tonu i aukatingia hoki ngā hūnukutanga a te Māori. He mea whakarite hoki mō te kuhu ki roto i a Parihaka mā tētehi tikanga kuhu tangata.
- 7.89 Tokoono ngā tāngata i mouheretia, ā, ka whiua a Te Whiti rāua ko Tohu mō te mahi whakataritari ki te Kāwanatanga, ā ka mouheretia tae noa atu ki te tau 1883. Ka hikitia hā rāua whakawā, ka puta tētehi hanganga ture kia mouheretia rāua, hāunga kē te whakawā. Mehemea i hipa ake te whakamahi a tauwi me āna ture whai mana, kia mou te rongo, ko tā tērā hanganga ture, hei hiki ake i ngā kawenga nā ērā tāngata i mahi, e kore e riro ki a ia te hē.
- 7.90 O te whenua i taunahatia kia hoatu, i riro ki te Karauna ngā eka e 5,000 hei utu mō “te raupatu i ngā tāngata whana Kāwanatanga o Parihaka”.
- 7.91 I te tau 1927 i whakatau te Komihana o Sim, nā te Karauna anō te mahi kino o te turaki whare, o te takahi māra kai kia kino, nāna anō ngā kawenga whakahau, ngā ture whakahau rānei me pīkau mō ngā mahi nukurau a ngā hōia i hari ki roto i a Parihaka. Ka whakatau te Komihana me utu ki te £300 hei tohu manakohanga, mō ngā hē i karawhiua ki ngā iwi o Parihaka.

Takiri te Raukura

Kei te pūmou tēnei waiata i ngā āhuatanga i pā nei ki a Ngāti Mutunga kua whakatakotoria i runga ake nei i ngā wāhanga 7.79-7.91. Ko tēnei tētehi o ngā waiata poi i waiatatia e Ngāti Mutunga i Parihaka mai i te wā o te pāhuatanga.

*Takiri te raukura
Haere koe i runga
Huri haere rā i te motu e*

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7: TĀHUHU KŌRERO

*Takiri te raukura
Haere koe i runga
Waiho te ture kia rere i raro e*

*Ko te tongi a Noa
He aka te oranga
Ko te tongi a Te Whiti
He raukura e*

*Ko te kupu a Te Whiti
Korikori e te iwi
Kia ngāueue a tauwi e*

*Mehemea, ko te rā tēnei
O te whakangaromanga
E te iwi kia manawanui rā e
Ka manawanui auē
Ka manawanui au i hei ha
Ka manawanui au i hei ha
Ka manawanui au i hei ha
Ka manawanui au i hei ha*

8: ACKNOWLEDGEMENTS AND APOLOGY BY THE CROWN

APOLOGY AND ACKNOWLEDGEMENTS TO BE PUBLICLY READ

- 8.1 The Minister in Charge of Treaty of Waitangi Negotiations will publicly read the acknowledgements and apology in this Part on an agreed date that is within 12 months after this Deed becomes unconditional.

ACKNOWLEDGEMENTS

- 8.2 The Crown acknowledges that:
- 8.2.1 the cumulative effect of the Crown's actions in purchasing land in Taranaki created tensions that led to the outbreak of war; and
 - 8.2.2 the wars in Taranaki constituted an injustice and were in breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 8.3 The Crown acknowledges that:
- 8.3.1 Ngāti Mutunga as an iwi was not in rebellion and was unfairly treated as being in rebellion;
 - 8.3.2 Ngāti Mutunga was deprived of the lands and resources within its rohe, and as a result was unable to exercise rangatiratanga over them;
 - 8.3.3 the confiscation was indiscriminate in extent and application and had a devastating effect on the welfare, economy, and social and economic development of Ngāti Mutunga in Taranaki;
 - 8.3.4 the confiscation deprived Ngāti Mutunga of access to their traditional sources of food and other resources associated with that confiscated land; and
 - 8.3.5 the confiscation was unjust and unconscionable and in breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 8.4 The Crown recognises that the lands and other resources confiscated from Ngāti Mutunga have made a significant contribution to the wealth and development of New Zealand.
- 8.5 The Crown acknowledges that:
- 8.5.1 the prejudicial effect of the confiscation was compounded by the inadequacies in the Compensation Court process that included long delays in the promised return of land to Ngāti Mutunga individuals; and
 - 8.5.2 the Compensation Court awarded land to individuals rather than iwi or hapū which was not consistent with customary tenure. This system was imposed on Ngāti Mutunga and their views were not sought.
- 8.6 The Crown acknowledges that the treatment of those Ngāti Mutunga and other Māori of Taranaki imprisoned and exiled as a result of the passive resistance campaign from 1879 to 1880 deprived these British subjects of their basic human rights, inflicted unwarranted hardships on them and their whānau and hapū, and was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

NGĀTI MUTUNGA DEED OF SETTLEMENT

8: ACKNOWLEDGEMENTS AND APOLOGY BY THE CROWN

- 8.7 The Crown acknowledges:
- 8.7.1 the serious damage it inflicted on the prosperous Māori village of Parihaka and the people residing there, its forcible dispersal of many of the inhabitants, and its assault on the human rights of the people;
 - 8.7.2 that these actions caused great distress and were a complete denial of the Māori right to develop and sustain autonomous communities in a peaceful manner; and
 - 8.7.3 that its treatment of the Ngāti Mutunga people at Parihaka was unconscionable and unjust and that these actions constituted a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 8.8 The Crown acknowledges that:
- 8.8.1 the West Coast Commissions were inadequate in their scope and therefore did not fully address the injustices perpetrated by the confiscation;
 - 8.8.2 the reserves created by the Commissions in the 1880s were not sufficient for the present and future needs of Ngāti Mutunga;
 - 8.8.3 some reserves created by the Commissions on the basis of entitlements outside the Ngāti Mutunga rohe were allocated within the Ngāti Mutunga rohe; and
 - 8.8.4 the Crown's actions with respect to the West Coast Settlement Reserves, considered cumulatively, (including the imposition of a regime of perpetually renewable leases and the sale of large quantities of land by the Public and Māori Trustee):
 - (a) ultimately deprived Ngāti Mutunga of the control and ownership of the lands reserved for them in Taranaki; and
 - (b) were in breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 8.9 The Crown acknowledges that despite previous efforts made in the twentieth century, including those of the Sim Commission, it has failed to deal in an appropriate way with the grievances of Ngāti Mutunga. In particular, the payments made under the Taranaki Māori Claims Settlement Act did not sufficiently address the grievances of Ngāti Mutunga.
- 8.10 The Crown recognises the efforts and struggles of Ngāti Mutunga in pursuit of their claims for redress and compensation against the Crown for over 130 years.
- 8.11 The Crown acknowledges that the cumulative effect of its breaches of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles have significantly undermined the traditional systems of authority, economic capacity and the physical, cultural and spiritual wellbeing of Ngāti Mutunga. The Crown acknowledges that it has failed to protect the rangatiratanga of Ngāti Mutunga in breach of its obligations under Article Two of Te Tiriti o Waitangi/the Treaty of Waitangi.

NGĀTI MUTUNGA DEED OF SETTLEMENT

8: ACKNOWLEDGEMENTS AND APOLOGY BY THE CROWN

APOLOGY

- 8.12 The Crown makes this apology to Ngāti Mutunga, to their ancestors and to their descendants.

The Crown profoundly regrets, and unreservedly apologises for, the confiscation of Ngāti Mutunga land, which was unconscionable.

The Crown profoundly regrets, and unreservedly apologises for, its unconscionable actions at Parihaka.

The Crown regrets its failure to acknowledge the mana and rangatiratanga of Ngāti Mutunga.

The Crown profoundly regrets, and unreservedly apologises for, the destructive and demoralising effects of its actions which have caused significant damage to the welfare, economy, and social and economic development of Ngāti Mutunga as an iwi.

The Crown profoundly regrets, and unreservedly apologises for, its actions which have resulted in the virtual landlessness of Ngāti Mutunga in Taranaki, and which have caused suffering and hardship to Ngāti Mutunga over the generations to the present day.

The Crown apologises to Ngāti Mutunga for all the breaches of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles acknowledged by the Crown in this Part.

ACCORDINGLY, the Crown seeks to atone for these wrongs and to begin the process of healing. The Crown looks forward to building a relationship of mutual trust and co-operation with Ngāti Mutunga.

8: NGĀ WHAKAAETANGA ME TE WHAKAPĀHA A TE KARAUNA

KA PANUIHIA TĒNEI WHAKAPĀHA ME ĒNEI WHAKAAETENGA A TE KARAUNA KI TE IWI WHĀNUI

8.1 Ka pānui te Minita mō ngā Take e pā ana ki te Tiriti o Waitangi i ēnei whakaaetanga me tēnei whakapāha i tēnei Wāhanga i tētehi rangi ka whakaaengia i roto i ngā marama tekau mā rua i muri mai i te wā ka toka tēnei whakatakotoranga whakatau taketake.

NGĀ WHAKAAETANGA

8.2 E whakaae ana te Karauna:

8.2.1 ko te hui katoahia a ngā mahi a te Karauna ki te hoko i ngā whenua o Taranaki te take i pakaru mai te pakanga ki reira; ā

8.2.2 he mahi hē rawa te pakanga, ā, he mea tūkinō i ngā tikanga o Te Tiriti o Waitangi me ōna mātāpono.

8.3 E whakaae ana te Karauna:

8.3.1 i hē te uta i ngā kupu “tangata tautohetohe” ki runga i te iwi o Ngāti Mutunga, ka mutu e kore e taea te kī i te whana rātou;

8.3.2 i riro ngā whenua me ngā rawa a Ngāti Mutunga i roto i tōna rohe, ko te hua o tēnei ko te rironga atu o te rangatiratanga o te iwi ki runga i ēnei mea;

8.3.3 he mea kino te muru me te raupatu o ngā whenua o Ngāti Mutunga, ā i taimaha tonu te pānga mai o tēnei ki te oranga, ki te ōhanga, ki te whanaketanga hoki o te iwi;

8.3.4 i riro te muru raupatu i te āhehi a Ngāti Mutunga ki te puta atu ki ōna mahinga kai me ērā atu rawa o te whenua i murua; ā

8.3.5 i hē rawa tana muru i ngā whenua o Ngāti Mutunga, he mahi mōrikarika, he mahi poka noa, he tūkinotanga hoki i Te Tiriti o Waitangi me ōna mātāpono.

8.4 E aro nui ana te Karauna he wāhi nui ngā whenua me ngā rawa i tangohia i a Ngāti Mutunga, i roto i te oranga me te whanaketanga o tēnei whenua.

8.5 E whakaae ana te Karauna:

8.5.1 nā te muru raupatu, i puta ko te whakatoihara, ā, nā ngā tūpuhitanga o te Kōti Utunga whēnā i te takaroanga o te parepare i ngā wāhinga whenua Māori ki ngā tangata o Ngāti Mutunga, kātahi ka hē rawa atu; ā

8.5.2 ka mahue mai mā te Kōti Utunga e whakahoki whenua ki te hapū, ki te iwi, whakawhiwhia kētia atu ana ki te tangata takitahi. Waihoki, ehara tēnei i te whai i ngā tikanga tūturu mō te whenua. He mea uta kē ēnei tikanga ki runga i a Ngāti Mutunga, kīhai i whaiā ko ngā whakaaro ake o te iwi.

NGĀTI MUTUNGA DEED OF SETTLEMENT

8: NGĀ WHAKAAETANGA ME TE WHAKAPAHA A TE KARAUNA

- 8.6 E whakaae ana te Karauna he kino te whiu i ngā tangata o Ngāti Mutunga me ngā Māori o Taranaki ki te whareherehere ki wāhi ke mai i te tau 1879 ki te tau 1880. Ka tīhore mai i aua tāngata o Piritana ō rātou tikanga tangata, ka whiua anō rātou, ō rātou whānau, ō rātou hapū hoki ki ngā whakawiringa poka noa ā he mea tūkinō tēnei i Te Tiriti o Waitangi me ōna mātāpono.
- 8.7 E whakaae ana te Karauna:
- 8.7.1 ki te kino i whakawhiua ki te kāinga rangatira o Parihaka me ngā tāngata e noho ana ki reira, ko te whakamararatanga hoki o ngā tāngata ki te pū me te takahi tūkinotanga o ngā tikanga o te tangata;
- 8.7.2 nā ēnei mahi te pūtake o te kohukihuki o te iwi me te whakakāhoretanga mai o te mana motuhake o te Māori ki te whakawhanake ki te whakangūngū i tētehi kāinga motuhake i raro i te rangimārie; ā
- 8.7.3 he kino he mahi mōrikarika te whiu ki ngā tāngata o Ngāti Mutunga i Parihaka ā he mea tūkinō i Te Tiriti o Waitangi me ōna mātāpono.
- 8.8 E whakaae ana te Karauna:
- 8.8.1 he koretake, he whāiti noa iho hoki te tiro tiro a te Komihana Tai Hauāuru, ā, kāore i whakaea tōtika ai ngā whakamou i hua mai i te muru raupatu;
- 8.8.2 kāore he pai te rahi o ngā whenua rāhui i rāhuitia e ngā Kaikōmihana mō Ngāti Mutunga e ea ai ōna wawata mō ēnei rangi, mō ngā rangi kei te tū;
- 8.8.3 Ko ētehi o ngā whenua rāhui i taketakea mai o waho o te rohe o Ngāti Mutunga i whakaritea kē i roto i te rohe o Ngāti Mutunga; ā
- 8.8.4 ki te hui katoatia ngā mahi a te Karauna e pā ana ki ngā Whenua Rāhui o Te Tai Hauāuru (me te utaina mai o te kaupapa rīhi me te hokonga o ngā whenua rahi e te Kaitiaki Tūmatanui rāua ko te Kaitiaki Māori):
- (a) i riro atu ko te rangatiratanga me te mana whakahaere o Ngāti Mutunga ki runga i aua whenua rāhui i tukuna atu ai ki a rātou i Taranaki; ā
- (b) he mea tūkinō i Te Tiriti o Waitangi me ōna mātāpono.
- 8.9 E whakaae ana te Karauna ahakoa ētehi mahi pai āna i te rautau rua tekau, me ērā o te Komihana o Sim, kāore i tōtika te mahi a te Karauna ki te whakatika i ngā whakamou a Ngāti Mutunga. Arā, kāore i tutuki pai ngā utu i raro i te Ture Taranaki Māori Claims Settlement Act hei ea pai i ngā whakamou o Ngāti Mutunga.
- 8.10 E aro nui ana te Karauna ki ngā tono me ngā akiakinga a ngā tūpuna o Ngāti Mutunga i a rātou i rapu i te utu, i te tika, me te whakaea i roto i ngā tau 130 kua pahure, mō ngā mahi a Te Karauna.
- 8.11 E whakaae ana te Karauna ki te hui katoahia ngā mahi me āna tūkinotanga katoa o Te Tiriti o Waitangi me ōna mātāpono kua taimaha rawa te noho tūturu me te mana whakahaere, kua raruraru te whanaketanga taha ōhanga, taha hapori, taha tikanga, taha wairua me te

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8: NGĀ WHAKAAETANGA ME TE WHAKAPĀHA A TE KARAUNA

oranga o Ngāti Mutunga. E whakaae ana te Karauna i hapa a ia ki te tiaki i te rangatiratanga o Ngāti Mutunga ā, he mea tūkinō tēnei i ana herenga i roto i te Wāhanga Tuarua o Te Tiriti o Waitangi.

TE WHAKAPĀHA

8.12 E tuku whakapāha ana te Karauna ki a Ngāti Mutunga, ki ō rātou tūpuna, ki ā rātou uri whakaheke.

E tino pōuri ana, e tuku whakapāha herekore ana te Karauna, mō tana muru i ngā whenua o Ngāti Mutunga, he mahi mōrikarika.

E tino pōuri ana, e tuku whakapāha herekore ana te Karauna, mō tāna mahi mōrikarika ki Parihaka.

E tino pōuri ana te Karauna mō tana arokore ki te mana me te rangatiratanga o Ngāti Mutunga.

E tino pōuri ana, e tuku whakapāha herekore ana te Karauna ki a Ngāti Mutunga, mo ngā putanga i hua mai i āna mahi me ngā mahi kāore i mahia e ia ā, ko te hua o ēnei, ko te whakaruhinga o Ngāti Mutunga. I pā mai te kino ki te ōhanga, te whanaketanga me te pai o te hapori o Ngāti Mutunga.

E tino pōuri ana, e tuku whakapāha herekore ana te Karauna ki a Ngāti Mutunga, mō āna mahi me te aha, kua noho tata whenua kore te iwi o Ngāti Mutunga ki Taranaki. Kei te rongō tonu ngā whakatupuranga o ēnei rangi i ngā mamae me ngā taimahatanga i utaina ki runga i a Ngāti Mutunga.

E tino pōuri ana, e tuku whakapāha herekore ana te Karauna ki a Ngāti Mutunga mō ngā tūkinotanga katoa o Te Tiriti o Waitangi me ōna mātāpono i whakaaengia kētia e te Karauna i tēnei Wāhanga.

NĀ REIRA e ngana ana te Karauna ki te whakatika i ōna hē, ki te whakatū i tētehi hononga kaha ake ki a Ngāti Mutunga i runga hoki i Te Tiriti o Waitangi me ōna mātāpono.

9: CULTURAL REDRESS: RELATIONSHIPS

PROTOCOLS AND INPUT TO GOVERNMENT

DOC Protocol

- 9.1 The Minister of Conservation must issue to the Governance Entity, by or on the Settlement Date, a Protocol that:
- 9.1.1 sets out how the Department of Conservation will interact with the Governance Entity in relation to the matters specified in that Protocol; and
 - 9.1.2 is as set out in Part 1 of the Cultural Redress Schedule.
- 9.2 The Settlement Legislation will provide that:
- 9.2.1 a summary of the terms of the DOC Protocol must be noted in the Conservation Documents that affect the DOC Protocol Area;
 - 9.2.2 the noting of the DOC Protocol:
 - (a) is for the purpose of public notice only; and
 - (b) is not an amendment to a Conservation Document for the purposes of section 171 of the Conservation Act or section 46 of the National Parks Act; and
 - 9.2.3 the DOC Protocol does not grant, create or provide evidence of an estate or interest in, or rights relating to, land held, managed or administered, or flora or fauna managed or administered, under the Conservation Legislation.
- 9.3 The DOC Protocol:
- 9.3.1 is consistent with section 4 of the Conservation Act; and
 - 9.3.2 does not override or diminish:
 - (a) the requirements of the Conservation Legislation;
 - (b) the functions and powers of the Minister of Conservation, or the Department of Conservation, under that legislation; or
 - (c) the rights of Ngāti Mutunga, or a Representative Entity, under that legislation.

Fisheries Protocol

- 9.4 The Minister of Fisheries must issue to the Governance Entity, by or on the Settlement Date, a Protocol that:
- 9.4.1 sets out how the Ministry of Fisheries will interact with the Governance Entity in relation to the matters specified in that Protocol; and

NGĀTI MUTUNGA DEED OF SETTLEMENT

9: CULTURAL REDRESS: RELATIONSHIPS

- 9.4.2 is as set out in Part 1 of the Cultural Redress Schedule.
- 9.5 The Settlement Legislation will provide that:
- 9.5.1 a summary of the terms of the Fisheries Protocol must be noted in fisheries plans (as provided for in section 11A of the Fisheries Act) that affect the Fisheries Protocol Area;
- 9.5.2 the noting of the Fisheries Protocol:
- (a) is for the purposes of public notice only; and
 - (b) is not an amendment to a fisheries plan for the purposes of section 11A of the Fisheries Act; and
- 9.5.3 the Fisheries Protocol does not grant, create or provide evidence of an estate or interest in, or rights relating to, assets or other property rights held, managed or administered under the Fisheries Act, the Treaty of Waitangi (Fisheries Claims) Settlement Act or the Maori Fisheries Act (including fish, aquatic life and seaweed).
- 9.6 The Fisheries Protocol does not override or diminish:
- 9.6.1 the requirements of the Fisheries Act;
- 9.6.2 the functions and powers of the Minister of Fisheries, or the Ministry of Fisheries, under that Act; or
- 9.6.3 the rights of Ngāti Mutunga, or a Representative Entity, under that Act.

MED Protocol

- 9.7 The Minister of Energy must issue to the Governance Entity, by or on the Settlement Date, a Protocol that:
- 9.7.1 sets out how the Ministry of Economic Development will consult with the Governance Entity in relation to the matters specified in that Protocol; and
- 9.7.2 is as set out in Part 1 of the Cultural Redress Schedule.
- 9.8 The Settlement Legislation will provide that:
- 9.8.1 a summary of the terms of the MED Protocol must be noted in a register of protocols maintained by the Chief Executive of the Ministry of Economic Development and in minerals programmes (as defined in section 2(1) of the Crown Minerals Act) that affect the MED Protocol Area when those programmes are replaced;
- 9.8.2 the noting of the MED Protocol in a minerals programme is:
- (a) for the purpose of public notice only; and

NGĀTI MUTUNGA DEED OF SETTLEMENT

9: CULTURAL REDRESS: RELATIONSHIPS

(b) is not an amendment to the minerals programme for the purposes of the Crown Minerals Act.

9.8.3 the MED Protocol does not grant, create or provide evidence of an estate or interest in, or rights relating to, any Crown Owned Mineral.

9.9 The MED Protocol:

9.9.1 is consistent with section 4 of the Crown Minerals Act; and

9.9.2 does not override or diminish:

(a) the requirements of that Act;

(b) the functions and powers of the Minister of Energy, or the Ministry of Economic Development, under that Act; or

(c) the rights of Ngāti Mutunga, or a Representative Entity, under that Act.

Antiquities Protocol

9.10 The Minister for Arts, Culture and Heritage must issue to the Governance Entity, by or on the Settlement Date, a Protocol that:

9.10.1 sets out how the Chief Executive of the Ministry for Culture and Heritage will interact with the Governance Entity in relation to the matters specified in that Protocol; and

9.10.2 is as set out in Part 1 of the Cultural Redress Schedule.

9.11 The Settlement Legislation will provide that the Antiquities Protocol does not grant, create or provide evidence of an estate or interest in, or rights relating to Artifacts.

9.12 The Antiquities Protocol does not override or diminish:

9.12.1 the requirements of the Antiquities Act;

9.12.2 the functions and powers of the Minister for Arts, Culture and Heritage, or the Chief Executive of the Ministry for Culture and Heritage, under that Act; or

9.12.3 the rights of Ngāti Mutunga, or a Representative Entity, under that Act.

LINZ Protocol

9.13 The Minister for Land Information must issue to the Governance Entity, by or on the Settlement Date, a Protocol that:

9.13.1 sets out how LINZ will interact with the Governance Entity before LINZ resumes ownership of unformed roads from a territorial authority or a regional council under section 323 of the Local Government Act; and

NGĀTI MUTUNGA DEED OF SETTLEMENT

9: CULTURAL REDRESS: RELATIONSHIPS

9.13.2 is as set out in Part 1 of the Cultural Redress Schedule.

9.14 The Settlement Legislation will provide that the LINZ Protocol does not grant, create or provide evidence of an estate or interest in, or rights relating to, an unformed road.

9.15 The LINZ Protocol does not override or diminish:

9.15.1 the requirements of the Local Government Act;

9.15.2 the functions and powers of the Minister for Land Information, or LINZ, under that Act; or

9.15.3 the rights of Ngāti Mutunga, or a Representative Entity, under that Act.

PROVISIONS RELATING TO PROTOCOLS

The Settlement Legislation in relation to Protocols

9.16 The Settlement Legislation will provide that:

Authority to issue, amend or cancel Protocols

9.16.1 the responsible Minister may issue a Protocol as set out in the Cultural Redress Schedule and may amend or cancel that Protocol;

9.16.2 a Protocol may be amended or cancelled at the initiative of:

(a) the Governance Entity; or

(b) the responsible Minister;

9.16.3 the responsible Minister may amend or cancel the Protocol only after consulting with, and having particular regard to the views of, the Governance Entity;

Protocols subject to rights and obligations

9.16.4 the Protocols do not restrict:

(a) the ability of the Crown, in accordance with the law and government policy, to perform its functions and duties and exercise its powers, including its power to introduce legislation and change government policy;

(b) the responsibilities of the responsible Minister or relevant Department; or

(c) the legal rights of Ngāti Mutunga or a Representative Entity;

Enforcement of Protocols

9.16.5 the Crown must comply with a Protocol while it is in force;

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9.16.6 if the Crown fails, without good cause, to comply with a Protocol, the Governance Entity may, subject to the Crown Proceedings Act, enforce the Protocol, but may not recover damages or any form of monetary compensation from the Crown (other than costs related to the bringing of the enforcement proceedings awarded by a Court); and

9.16.7 clauses 9.16.5 and 9.16.6 do not apply to any guidelines developed in relation to a Protocol.

Breach of Protocols is not breach of Deed

9.17 A failure by the Crown to comply with a Protocol is not a breach of this Deed.

Protocols do not affect ability of Crown to interact or consult

9.18 The Protocols do not restrict the ability of the Crown to interact or consult with any person including any iwi, hapū, marae, whānau, or representative of tangata whenua.

ADVISORY COMMITTEES UNDER THE MINISTRY OF AGRICULTURE AND FISHERIES (RESTRUCTURING) ACT

9.19 The Minister of Fisheries must:

9.19.1 appoint the Governance Entity, from the Settlement Date, as an advisory committee under section 21 of the Ministry of Agriculture and Fisheries (Restructuring) Act (the “**Ngāti Mutunga Fisheries Advisory Committee**”);

9.19.2 consider the advice of the Ngāti Mutunga Fisheries Advisory Committee on all matters concerning the utilisation, while ensuring the sustainability, of fish, aquatic life and seaweed administered by the Ministry of Fisheries under the Fisheries Act within the Fisheries Protocol Area; and

9.19.3 in considering that advice, recognise and provide for the customary non-commercial interests of Ngāti Mutunga in respect of all matters concerning the utilisation, while ensuring sustainability, of fish, aquatic life and seaweed within the Fisheries Protocol Area.

ADVICE ON PREPARING AN IWI MANAGEMENT PLAN

9.20 In this clause and clauses 9.21 and 9.22:

“**iwi management plan**” means a planning document recognised by an iwi authority as referred to in sections 61(2A), 66(2A) and 74(2A) of the Resource Management Act; and

“**iwi authority**” has the same meaning as in section 2(1) of the Resource Management Act.

9.21 If there is a fund provided by the Crown to assist iwi with preparing an iwi management plan to increase the participation of iwi in Resource Management Act processes, Ministry for the

NGĀTI MUTUNGA DEED OF SETTLEMENT

9: CULTURAL REDRESS: RELATIONSHIPS

Environment officials must (as soon as reasonably practicable after receiving a written request from the Governance Entity):

- 9.21.1 provide the Governance Entity with advice on preparing one application for a grant from that fund;
 - 9.21.2 organise and run a workshop on preparing an iwi management plan for representatives of the Governance Entity based on the Ministry for the Environment's resource kit "Te Raranga a Mahi"; and
 - 9.21.3 use their best endeavours to organise a meeting between representatives of the Governance Entity and of Local Authorities, whose region or district includes the Area of Interest, to discuss preparing an iwi management plan for Ngāti Mutunga.
- 9.22 Ngāti Mutunga acknowledges that any application the Governance Entity makes for a grant after advice from officials under clause 9.21:
- 9.22.1 must be assessed using the same criteria, and on the same basis, as other applications to that fund; and
 - 9.22.2 (despite the advice of officials) may not be successful.

MEMORANDA OF UNDERSTANDING WITH LOCAL GOVERNMENT

- 9.23 Ngāti Mutunga acknowledges that the Minister in Charge of Treaty of Waitangi Negotiations, the Minister for the Environment and the Minister of Local Government have written to the Taranaki Regional Council and the New Plymouth District Council encouraging each council to enter into a memorandum of understanding (or a similar document) with the Governance Entity in relation to the interaction between the council and Ngāti Mutunga concerning performance of the council's functions and obligations, and the exercise of its powers, within the Area of Interest, including interaction in relation to the following:
- 9.23.1 the development of regional policy statements, regional plans and district plans (as the case may be);
 - 9.23.2 its processes for considering applications for resource consents under the Resource Management Act;
 - 9.23.3 its management of sites significant to Ngāti Mutunga;
 - 9.23.4 its processes in relation to the naming of areas and streets; and
 - 9.23.5 in the case of the New Plymouth District Council, its disposal of property.

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9: CULTURAL REDRESS: RELATIONSHIPS

MEMORANDA OF UNDERSTANDING WITH OTHER AGENCIES

9.24 Ngāti Mutunga acknowledges that:

Taranaki/Whanganui Conservation Board

9.24.1 the Minister of Conservation has written to the Taranaki/Whanganui Conservation Board encouraging that board to enter into a memorandum of understanding (or a similar document) with the Governance Entity concerning the exchange of information;

Taranaki Fish and Game Council

9.24.2 the Minister of Conservation has written to the Taranaki Fish and Game Council encouraging that council to enter into a memorandum of understanding (or a similar document) with the Governance Entity concerning matters of common interest (such as habitat management); and

Landcare Research and NIWA

9.24.3 the Minister for Crown Research Institutes has written to Landcare Research New Zealand Limited, and to the National Institute of Water & Atmospheric Research Limited (NIWA), encouraging each organisation to enter into a memorandum of understanding (or a similar document) with the Governance Entity in relation to matters of common interest.

NEW ZEALAND GEOGRAPHIC BOARD

9.25 The Parties acknowledge that:

9.25.1 the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa ("NZGB") has developed a protocol for Māori place names;

9.25.2 that protocol describes the principles and procedures the NZGB is applying to encourage the use of Māori place names and to ensure more effective consultation in relation to the use of such names; and

9.25.3 the NZGB has resolved that the Governance Entity will be consulted in accordance with this protocol.

10: CULTURAL REDRESS: CULTURAL REDRESS PROPERTIES

VESTING OF CULTURAL REDRESS PROPERTIES

10.1 The Settlement Legislation will provide that:

Interpretation

10.1.1 each of the following sites (being the Cultural Redress Properties) means the land described by that term in Part 2 of the Cultural Redress Schedule:

- **Onaero Site;**
- **Pukemiro Site;**
- **Te Rau o Te Huia Pā Site;**
- **Ngapapa Site;**
- **Urenui Site;**
- **Te Urenui Pā Site;**
- **Okoki Pā Site;**
- **Okoki Pā Historic Reserve;**
- **Onaero Domain Recreation Reserve; and**
- **Urenui Domain Recreation Reserve;**

Onaero Site

10.1.2 the reservation of the Onaero Site, as a recreation reserve subject to section 17 of the Reserves Act, is revoked;

10.1.3 the fee simple estate in the Onaero Site vests in the Governance Entity;

Pukemiro Site

10.1.4 the reservation of the Pukemiro Site, as an historic reserve subject to section 18 of the Reserves Act, is revoked;

10.1.5 the fee simple estate in the Pukemiro Site vests in the Governance Entity;

10.1.6 clauses 10.1.4 and 10.1.5 are subject to the Governance Entity providing to the Crown a registrable covenant in relation to the Pukemiro site:

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- (a) for the preservation of the natural values of that site; and
- (b) as set out in Part 2 of the Cultural Redress Schedule;

Te Rau o Te Huia Pā Site

- 10.1.7 the reservation of the Te Rau o Te Huia Pā Site, as an historic reserve subject to section 18 of the Reserves Act, is revoked;
- 10.1.8 the fee simple estate in the Te Rau o Te Huia Pā Site vests in the Governance Entity;

Ngapapa Site

- 10.1.9 the reservation of the Ngapapa Site under the Reserves Act is revoked;
- 10.1.10 the fee simple estate in the Ngapapa Site vests in the Governance Entity;

Urenui Site

- 10.1.11 the Urenui Site ceases to be a conservation area under the Conservation Act;
- 10.1.12 the fee simple estate in the Urenui Site vests in the Governance Entity;
- 10.1.13 clauses 10.1.11 and 10.1.12 are subject to the Governance Entity providing to the Crown a registrable covenant in relation to the Urenui Site:
 - (a) for conservation purposes in order to protect the conservation values including public access;
 - (b) for the preservation of the natural values of that site; and
 - (c) as set out in Part 2 of the Cultural Redress Schedule;

Te Urenui Pā Site

- 10.1.14 the reservation of the Te Urenui Pā Site, as an historic reserve subject to section 18 of the Reserves Act, is revoked;
- 10.1.15 the fee simple estate in the Te Urenui Pā Site vests in the Governance Entity;
- 10.1.16 the vesting under clause 10.1.15 is free from the requirement under Part IVA of the Conservation Act to reserve a marginal strip;
- 10.1.17 clauses 10.1.14-10.1.16 are subject to the Governance Entity providing to the Crown a registrable covenant in relation to the Te Urenui Pā Site:
 - (a) for the preservation of the natural values of that site; and

NGĀTI MUTUNGA DEED OF SETTLEMENT

10: CULTURAL REDRESS: CULTURAL REDRESS PROPERTIES

(b) as set out in Part 2 of the Cultural Redress Schedule;

Okoki Pā Site

10.1.18 the reservation of the Okoki Pā Site, as an historic reserve subject to section 18 of the Reserves Act, is revoked;

10.1.19 the fee simple estate in the Okoki Pā Site vests in the Governance Entity;

10.1.20 clauses 10.1.18 and 10.1.19 are subject to the Governance Entity providing to the Crown a registrable covenant in relation to part of the Okoki Pā Site:

(a) for the preservation of the natural values of that land; and

(b) as set out in Part 2 of the Cultural Redress Schedule;

Okoki Pā Historic Reserve

10.1.21 Okoki Pā Historic Reserve is vested in the Governance Entity to hold and administer as an historic reserve for the purposes of section 18 of the Reserves Act as if it had been vested in the Governance Entity under section 26 of the Reserves Act;

Governance Entity to be administering body

10.1.22 the Governance Entity is an administering body, as defined in section 2(1) of the Reserves Act for the Okoki Pā Historic Reserve;

10.1.23 section 24 of the Conservation Act does not apply to the vesting of the Okoki Pā Historic Reserve under clause 10.1.21;

Onaero Domain Recreation Reserve

10.1.24 the vesting of the Onaero Domain Recreation Reserve in the New Plymouth District Council under section 26A of the Reserves Act is cancelled;

10.1.25 the fee simple estate in the Onaero Domain Recreation Reserve vests in the Governance Entity;

Urenui Domain Recreation Reserve

10.1.26 that part of the Urenui Domain Recreation Reserve described in Part 2 of the Cultural Redress Schedule as Section 8 Urenui Town Belt is:

(a) classified as a recreation reserve as if it had been classified under section 16 of the Reserves Act;

(b) vested in the New Plymouth District Council as if it had been vested under section 26 of the Reserves Act; and

NGĀTI MUTUNGA DEED OF SETTLEMENT

10: CULTURAL REDRESS: CULTURAL REDRESS PROPERTIES

- (c) united with the rest of the Urenui Domain Recreation Reserve as if it had been united with that reserve under section 52 of the Reserves Act;
- 10.1.27 the vesting of the Urenui Domain Recreation Reserve in the New Plymouth District Council under sections 26 and 26A of the Reserves Act is cancelled;
- 10.1.28 the fee simple estate in the Urenui Domain Recreation Reserve vests in the Governance Entity;

Onaero Domain and Urenui Domain Recreation Reserves vested with reserve status preserved

- 10.1.29 in this Deed “**Onaero Domain Recreation Reserve**” and “**Urenui Domain Recreation Reserve**” are each referred to as a “**Vested Recreation Reserve**”;
- 10.1.30 despite clauses 10.1.25 and 10.1.28 (and the registration of, or the creation of a computer freehold register for, the fee simple estate in a Vested Recreation Reserve in the Governance Entity under clauses 10.10.15-10.10.18) unless and until the reservation of a Vested Recreation Reserve as a reserve is revoked:
 - (a) it is to be treated for all purposes (including for the purposes of the Reserves Act) as if it:
 - (i) remained vested in the New Plymouth District Council under section 26A of the Reserves Act, or sections 26 and 26A of the Reserves Act, as the case may be; and
 - (ii) had not been vested in the Governance Entity;
 - (b) without limiting clause 10.1.30(a), but to avoid doubt:
 - (i) it remains a recreation reserve subject to section 17 (and all other applicable provisions) of the Reserves Act;
 - (ii) the New Plymouth District Council remains the administering body of it with (subject to clause 10.1.34) all the functions, obligations, and powers of an administering body in which a reserve is vested and its powers as an administering body under the Reserves Act in relation to it include those under:
 - (aa) section 48 (grants of rights of way and other easements);
 - (bb) section 53 (powers (other than leasing) in respect of recreation reserves);
 - (cc) section 54 (leasing powers in respect of recreation reserves (except farming, grazing, or afforestation leases));
 - (dd) section 73 (leasing of recreation reserves for farming, grazing, afforestation, or other purposes);

NGĀTI MUTUNGA DEED OF SETTLEMENT

10: CULTURAL REDRESS: CULTURAL REDRESS PROPERTIES

- (ee) section 74 (licences to occupy reserves temporarily);
 - (ff) section 75 (afforestation by administering body); and
 - (gg) section 106(2) (bylaws);
 - (iii) the Minister of Conservation has (subject to clause 10.1.34) all the Minister's functions, obligations, and powers under the Reserves Act, and any other enactment, in relation to it as if the fee simple in it had not been vested in the Governance Entity under clause 10.1.25 or clause 10.1.28, as the case may be, and it had remained vested in the New Plymouth District Council under section 26A of the Reserves Act, or sections 26 and 26A of the Reserves Act, as the case may be, and the Minister's powers under the Reserves Act in relation to it include those under:
 - (aa) section 26 (vesting of reserves);
 - (bb) section 27 (cancelling vesting of reserves);
 - (cc) sections 28, 29, 30, 35 and 36 (appointing a local authority, voluntary organisation, board, trustees or a Minister of the Crown to control and manage a reserve); and
 - (dd) section 108 (bylaws to be approved by Minister);
 - (iv) if the Minister of Conservation exercises the Minister's powers in relation to it under section 27 of the Reserves Act and cancels the deemed continuation of its vesting in the New Plymouth District Council under clause 10.1.30(a):
 - (aa) it is to be treated as if it reverted in the Crown under section 27(1) or (4), as the case may be, of the Reserves Act; and
 - (bb) the Minister may then vest it in a local authority, trustees, or other lawful authority under section 26 of the Reserves Act and it is to be treated as if vested in that local authority, those trustees, or that other lawful authority; and
 - (v) the Governance Entity may not dispose of, transfer, or charge it (or any part of it);
- 10.1.31 a Vested Recreation Reserve (or any part of it) may not be:
- (a) exchanged for other land under section 15 of the Reserves Act; or
 - (b) united with another reserve, or part of another reserve, under section 52 of the Reserves Act;

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- 10.1.32 land purchased by an administering body of a Vested Recreation Reserve under section 64(1) of the Reserves Act does not become part of that reserve under section 64(2) of that Act;
- 10.1.33 the vesting of the fee simple estate in a Vested Recreation Reserve in the Governance Entity under clause 10.1.25 or clause 10.1.28, as the case may be, does not:
- (a) affect any rights or obligations of persons who are not parties to this Deed of Settlement in relation to the ownership, management, or control of fixtures, structures, or improvements (including trees) attached to, on, or under a Vested Recreation Reserve before any revocation of its reserve status; or
 - (b) affect any rights of persons who are not parties to this Deed of Settlement in relation to the Vested Recreation Reserve (including under any lease or tenancy arrangement) that arise before any revocation of its reserve status; or
 - (c) confer or impose on the Governance Entity any rights or obligations referred to in paragraphs (a) or (b);

Section 24 of the Reserves Act does not apply

- 10.1.34 section 24 of the Reserves Act does not apply to a Vested Recreation Reserve (or any part of it) and the classification, purpose and reservation under the Reserves Act of a Vested Recreation Reserve (or any part of it) may not be changed or revoked under that section;

Revocation of the reservation of a Vested Recreation Reserve

- 10.1.35 in clauses 10.1.35-10.1.45:

administering body means the administering body under the Reserves Act of the relevant Vested Recreation Reserve;

local authority has the same meaning as in section 2(1) of the Reserves Act;

Minister means the Minister of Conservation;

public notice means public notice given under clause 10.1.37;

relevant local authority means the local authority within whose district the relevant Vested Recreation Reserve is situated; and

revocation means the revocation of the reservation of the relevant Vested Recreation Reserve (or part of it) in accordance with clauses 10.1.35-10.1.45;

- 10.1.36 the Minister may, by notice in the Gazette, revoke the reservation of a Vested Recreation Reserve (or any part of it) if:
- (a) the administering body has given public notice of the proposed revocation;

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- (b) the administering body, or the relevant local authority, where it (and not the Minister) has initiated the public notice, has resolved, after considering any objections received in response to the public notice, to recommend to the Minister that the revocation should proceed for the reasons specified in the resolution; and
 - (c) the Minister is of the view it should be revoked after having considered:
 - (i) any objections received in response to the public notice;
 - (ii) any resolution of the administering body, or the relevant local authority, under paragraph (b) and the reasons specified in the resolution;
 - (iii) any submissions made to the Minister by the administering body or the relevant local authority; and
 - (iv) any other submissions received by the Minister under clause 10.1.42;
- 10.1.37 the administering body may of its own initiative, and must as soon as practicable after a written request by the Minister or the relevant local authority, give public notice of a proposed revocation of the reservation of a Vested Recreation Reserve (or any part of it);
- 10.1.38 a request to the administering body by the Minister or the relevant local authority under clause 10.1.37 must specify the reasons of the Minister or the relevant local authority for initiating the revocation;
- 10.1.39 the public notice under clause 10.1.37 must:
- (a) advise that a revocation of the reservation of the Vested Recreation Reserve (or a part of it) has been proposed and whether it has been initiated by the administering body, the Minister or the relevant local authority;
 - (b) specify the reasons of the administering body, or as advised by the Minister or the relevant local authority, for initiating the proposed revocation;
 - (c) provide that an objection may be made to the proposed revocation by writing to a specified address of the administering body by a date determined under clause 10.1.41; and
 - (d) be given in accordance with section 119 of the Reserves Act;
- 10.1.40 written objections received in response to a public notice must be considered by the administering body, or the relevant local authority if it has initiated the proposed revocation, under clause 10.1.36(b) and by the Minister under clause 10.1.36(c);
- 10.1.41 written objections must be considered under clause 10.1.40 only if received at the address specified in the public notice:

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- (a) one month after its first publication; or
 - (b) by 10 February, if the public notice was first published between 10 December and 10 January;
- 10.1.42 the Minister may make any inquiries, or receive any submissions, the Minister considers appropriate in relation to a proposed revocation;
- 10.1.43 the procedure to be followed in relation to a revocation shall be in accordance with any regulations or as determined by the Minister;
- 10.1.44 a revocation of the reservation as a reserve of a Vested Recreation Reserve (or part of it) under clauses 10.1.35-10.1.45 is to be treated as a revocation under section 24 of the Reserves Act;
- 10.1.45 if the reservation as a reserve of the Vested Recreation Reserve (or part of it) is revoked under clauses 10.1.35-10.1.45:
- (a) section 25 of the Reserves Act does not apply and, in particular, the Vested Recreation Reserve (or the part of it whose reservation as a reserve is revoked) does not become Crown land, and may not be disposed of in accordance with the specifications of the Minister of Conservation, under that section;
 - (b) the fee simple in the Vested Recreation Reserve (or the part of it whose reservation as a reserve is revoked) remains vested in the Governance Entity subject to:
 - (i) any restrictions, encumbrances, liens, and interests specified in the Gazette notice given by the Minister of Conservation under clause 10.1.36; and in particular
 - (ii) all the rights of persons who are not parties to this Deed of Settlement referred to in clause 10.1.33; and
 - (c) clauses 10.1.29-10.1.32 and 10.10.18 cease to apply to the Vested Recreation Reserve (or the part of it whose reservation as a reserve is revoked);

Application of certain amounts

- 10.1.46 the Minister of Conservation may direct that any intra-Crown payment for the Onaero Site, the Pukemiro Site, the Te Rau o Te Huia Pā Site, the Ngapapa Site, the Te Urenui Pā Site, the Okoki Pā Site or a Vested Recreation Reserve be paid and applied in purchasing or taking on lease, managing, administering, maintaining, protecting, improving and developing reserves of any classification or as consideration for a conservation covenant; and
- 10.1.47 a direction by the Minister of Conservation under clause 10.1.46 is to be treated as a direction under section 82(1)(a) of the Reserves Act.

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PROVISIONS RELATING TO VESTING OF CULTURAL REDRESS PROPERTIES

Crown to maintain in current state and condition

10.2 The Crown must maintain and administer each Cultural Redress Property (except if it is not administered by the Crown) between the Date of this Deed and the date it is vested in the Governance Entity under clause 10.10:

10.2.1 in substantially the same condition as it is in at the Date of this Deed (subject to events beyond the control of the Crown); and

10.2.2 in accordance with the Crown's existing management and administration practices for that property.

10.3 Ngāti Mutunga will not have any recourse or claim against the Crown in relation to the state and/or condition of a Cultural Redress Property except for a breach of clause 10.2.

Warranty in relation to Disclosure Information

10.4 The Crown warrants to the Governance Entity that, at the Date of this Deed, the Disclosure Information is all the material information relating to the Cultural Redress Properties that is in the Crown's records as owner.

No other warranties

10.5 Except as provided in clause 10.4, the Crown gives no representation or warranty (whether express or implied) with respect to:

10.5.1 a Cultural Redress Property including as to its ownership, management, occupation, physical condition, fitness for use or compliance with:

(a) any legislation including by-laws; or

(b) any enforcement or other notice, requisition or proceeding issued by an authority; or

10.5.2 the completeness or accuracy of the Disclosure Information relating to a Cultural Redress Property.

Ability of Ngāti Mutunga to inspect

10.6 Ngāti Mutunga acknowledges that:

10.6.1 (although the Crown is not giving any representation or warranty in relation to any Cultural Redress Property except as provided in clause 10.4) Ngāti Mutunga had the opportunity prior to the Date of this Deed (in addition to being able to examine the Disclosure Information) to:

(a) inspect each Cultural Redress Property; and

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10: CULTURAL REDRESS: CULTURAL REDRESS PROPERTIES

(b) determine its state and condition;

10.6.2 unless and until the reserve status is revoked, the vesting of the fee simple estate in a Vested Recreation Reserve (and the registration of, or the creation of a computer freehold register for, that estate) in the Governance Entity under the Settlement Legislation is not intended to provide legal benefits, or impose legal obligations, on the Governance Entity; and

10.6.3 there is no obligation or expectation that the reservation as a reserve of a Vested Recreation Reserve (or any part of those reserves) will be revoked.

Access

10.7 The Crown will not make arrangements for access by Ngāti Mutunga to a Cultural Redress Property following its vesting in the Governance Entity.

Survey

10.8 If the boundaries of a Cultural Redress Property have not been determined sufficiently for the purpose of raising title, the Crown will arrange for:

10.8.1 it to be surveyed; and

10.8.2 the survey plan to be prepared and approved (and, where applicable, deposited).

Costs

10.9 The Crown will pay any survey and registration costs, and any other costs agreed by the Crown and Ngāti Mutunga, required to vest the Cultural Redress Properties in the Governance Entity.

Settlement Legislation in relation to Cultural Redress Properties

10.10 The Settlement Legislation will provide that:

Vesting of Cultural Redress Properties except the Pukemiro, Urenui, Te Urenui Pā and Okoki Pā Sites

10.10.1 each Cultural Redress Property (except the Pukemiro, Urenui, Te Urenui Pā and Okoki Pā Sites) will vest in the Governance Entity on the Settlement Date;

Vesting of the Pukemiro Site

10.10.2 the Pukemiro Site will vest in the Governance Entity only if the Governance Entity signs, and returns to the Crown, the covenant referred to in clause 10.1.6 (the "Pukemiro Covenant") within 20 Business Days after the Crown provides the Pukemiro Covenant to it;

10.10.3 if the Governance Entity complies with clause 10.10.2:

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10: CULTURAL REDRESS: CULTURAL REDRESS PROPERTIES

- (a) by or on the Settlement Date, the Pukemiro Site will vest in the Governance Entity on the Settlement Date; or
- (b) after the Settlement Date, the Pukemiro Site will vest in the Governance Entity 10 Business Days after the Governance Entity signs and returns the Pukemiro Covenant to the Crown;

10.10.4 the Pukemiro Covenant is to be treated as a conservation covenant for the purpose of section 77 of the Reserves Act;

Vesting of the Urenui Site

10.10.5 the Urenui Site will vest in the Governance Entity only if the Governance Entity signs, and returns to the Crown, the covenant referred to in clause 10.1.13 (the “**Urenui Covenant**”) within 20 Business Days after the Crown provides the Urenui Covenant to it;

10.10.6 if the Governance Entity complies with clause 10.10.5:

- (a) by or on the Settlement Date, the Urenui Site will vest in the Governance Entity on the Settlement Date; or
- (b) after the Settlement Date, the Urenui Site will vest in the Governance Entity 10 Business Days after the Governance Entity signs and returns the Urenui Covenant to the Crown;

10.10.7 the Urenui Covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act and section 27 of the Conservation Act;

Vesting of the Te Urenui Pā Site

10.10.8 the Te Urenui Pā Site will vest in the Governance Entity only if the Governance Entity signs, and returns to the Crown, the covenant referred to in clause 10.1.17 (the “**Te Urenui Pā Covenant**”) within 20 Business Days after the Crown provides the Te Urenui Pā Covenant to it;

10.10.9 if the Governance Entity complies with clause 10.10.8:

- (a) by or on the Settlement Date, the Te Urenui Pā Site will vest in the Governance Entity on the Settlement Date; or
- (b) after the Settlement Date, the Te Urenui Pā Site will vest in the Governance Entity 10 Business Days after the Governance Entity signs and returns the Te Urenui Pā Covenant to the Crown;

10.10.10 the Te Urenui Pā Covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act;

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10: CULTURAL REDRESS: CULTURAL REDRESS PROPERTIES

Vesting of the Okoki Pā Site

- 10.10.11 the Okoki Pā Site will vest in the Governance Entity only if the Governance Entity signs and returns to the Crown, the covenant referred to in clause 10.1.20 (the “**Okoki Pā Covenant**”) within 20 Business Days after the Crown provides the Okoki Pā Covenant to it;
- 10.10.12 if the Governance Entity complies with clause 10.10.11:
- (a) by or on the Settlement Date, the Okoki Pā Site will vest in the Governance Entity on the Settlement Date; or
 - (b) after the Settlement Date, the Okoki Pā Site will vest in the Governance Entity 10 Business Days after the Governance Entity signs and returns the Okoki Pā Covenant to the Crown;
- 10.10.13 the Okoki Pā Covenant is to be treated as a conservation covenant for the purpose of section 77 of the Reserves Act;

Encumbrances

- 10.10.14 the vesting of each Cultural Redress Property in the Governance Entity is subject to any Encumbrances in relation to that Cultural Redress Property set out in Part 2 of the Cultural Redress Schedule;

Title to Cultural Redress Properties

- 10.10.15 where the land that forms all or part of the Cultural Redress Property is all of the land contained in an existing certificate of title or computer freehold register, the Registrar-General of Land must, on written application by a person authorised by the Director-General of Conservation:
- (a) register the Governance Entity as the proprietor of the fee simple estate in that land; and
 - (b) make such entries in the register and generally do all things that may be necessary to give effect to this Deed;
- 10.10.16 where clause 10.10.15 does not apply, the Registrar-General of Land must, on written application by a person authorised by the Director-General of Conservation (and after completion of any necessary survey) create, in accordance with that application, one or more computer freehold registers in the name of the Governance Entity for the fee simple estate in land that forms all or part of the Cultural Redress Property subject to, and, where applicable, with the benefit of, any Encumbrances that are registrable or notifiable and are described in that written application;
- 10.10.17 a computer freehold register or registers created on written application under clause 10.10.16 must be created as soon as reasonably practicable after the

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10: CULTURAL REDRESS: CULTURAL REDRESS PROPERTIES

vesting of the Cultural Redress Property in the Governance Entity but no later than:

- (a) 24 months after that vesting; or
- (b) such later date as may be agreed in writing by the Governance Entity and the Crown;

10.10.18 unless and until the reservation as a reserve of a Vested Recreation Reserve is revoked:

- (a) despite sections 26A(3) and 116 of the Reserves Act, or any other enactment, a computer freehold register must not be created for that Vested Recreation Reserve, except under clauses 10.10.15-10.10.17;
- (b) the computer freehold register created for that Vested Recreation Reserve under clauses 10.10.15-10.10.17:
 - (i) must contain a notification to record that it is subject to the provisions of the Settlement Legislation required by clauses 10.1.24, 10.1.25 and 10.1.29-10.1.45, or clauses 10.1.26, 10.1.27, 10.1.28 and 10.1.29-10.1.45, as the case may be; and
 - (ii) must not, despite sections 27(5) or 116 of the Reserves Act, or any other enactment, contain any noting of the vesting, or cancellation of the vesting, of that Vested Recreation Reserve under the Reserves Act (except as provided by clause 10.10.18(b)(i)); and
- (c) section 112(2) of the Reserves Act and section 129(2), (3) and (5) of the Land Transfer Act do not apply to that Vested Recreation Reserve;

Application of other enactments

10.10.19 sections 24 and 25 of the Reserves Act do not apply to a revocation under the Settlement Legislation of the reserve status of a Cultural Redress Property;

10.10.20 section 11 and Part X of the Resource Management Act do not apply to:

- (a) the vesting of a Cultural Redress Property under the Settlement Legislation; or
- (b) a matter incidental to, or required for the purpose of, that vesting;

10.10.21 the vesting of a Cultural Redress Property under the Settlement Legislation does not:

- (a) limit sections 10 or 11 of the Crown Minerals Act; or

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10: CULTURAL REDRESS: CULTURAL REDRESS PROPERTIES

(b) affect other rights to sub-surface minerals;

10.10.22 except as provided for in clause 10.1.16, the vesting in the Governance Entity under the Settlement Legislation of the fee simple estate in a Cultural Redress Property listed in Table 1 of Part 2 of the Cultural Redress Schedule is a disposition for the purposes of Part IVA of the Conservation Act (Marginal Strips), but:

(a) sections 24(2A), 24A and 24AA of that Act do not apply to the disposition; and

(b) the vesting in the Governance Entity under the Settlement Legislation of the fee simple estate in a Vested Recreation Reserve, is not treated as a disposition of land by the Crown for the purposes of Part IVA of the Conservation Act (Marginal Strips) unless and until:

(i) the reservation of that Vested Recreation Reserve is revoked; or

(ii) if the reservation of part of that Vested Recreation Reserve as a reserve is revoked, in relation to that part, its revocation;

10.10.23 the permission of a council under section 348 of the Local Government Act is not required for laying out, forming, granting or reserving a private road, private way or right of way that may be required to fulfil the terms of this Deed in relation to a Cultural Redress Property; and

10.10.24 the provisions of the Settlement Legislation in relation to a Vested Recreation Reserve do not affect any rights of Ngāti Mutunga or the Governance Entity under the Antiquities Act in relation to artifacts.

11: CULTURAL REDRESS: SITE-RELATED

THE RELATIONSHIP OF NGĀTI MUTUNGA WITH LAND IN THE AREA OF INTEREST

11.1 The Crown acknowledges that:

11.1.1 Ngāti Mutunga has a unique and enduring relationship with all land in the Area of Interest (as identified in Schedule 4);

11.1.2 this relationship is based on the status of Ngāti Mutunga as tangata whenua in the Area of Interest, is inextricably linked to whakapapa, and has important cultural and spiritual dimensions for Ngāti Mutunga;

11.1.3 Ngāti Mutunga views all land within its traditional rohe as he taonga tuku iho;

11.1.4 Ngāti Mutunga believes that:

- (a) it has been separated from the land of its ancestors for over 138 years and that it is able to look upon its whenua tūpuna, but not exercise tino rangatiratanga over it, a role and responsibility Ngāti Mutunga considers was bequeathed to it by its ancestors;
- (b) the land remains a permanent physical link to these ancestors and therefore its origins; and
- (c) the enforced separation from its land has seriously impacted upon the spiritual and cultural wellbeing of Ngāti Mutunga.

11.2 The Crown and Ngāti Mutunga agree that the Crown's acknowledgement set out in clause 11.1:

11.2.1 is intended only to provide a context for the site-specific Redress included in Parts 10 and 11 of this Deed as the Crown does not provide redress in relation to land it does not own; and

11.2.2 does not:

- (a) prevent the Crown from acknowledging the association of a person or persons other than Ngāti Mutunga with land in the Area of Interest;
- (b) confer any additional rights or obligations on any party to this Deed;
- (c) affect, and must not be taken into account by, any person exercising a power or performing a function or duty, or a bylaw; or
- (d) affect the lawful rights or interests of any person.

NGĀTI MUTUNGA DEED OF SETTLEMENT

11: CULTURAL REDRESS: SITE-RELATED

NOHOANGA ENTITLEMENT

Nohoanga Site

11.3 The Settlement Legislation will provide for the granting by the Crown to the Governance Entity of a Nohoanga Entitlement over the Nohoanga Site which the Parties acknowledge meets the criteria set out in clause 11.5.

11.4 The **Nohoanga Site** means:

11.4.1 the site described in Part 3 of the Cultural Redress Schedule; or

11.4.2 a site granted as a replacement site under clause 6.3 of the terms and conditions of a Nohoanga Entitlement.

11.5 A Nohoanga Site must be land:

11.5.1 which is owned by the Crown;

11.5.2 which is not, and does not include, a national park, a marginal strip, a nature, esplanade or scientific reserve, or any part of an unformed road within 20 metres of a Waterway;

11.5.3 up to 1 hectare and suitable for temporary occupation;

11.5.4 situated sufficiently close to a Waterway to permit convenient access to the Waterway (normally land adjacent to a marginal strip, esplanade reserve or similar strip bordering the Waterway);

11.5.5 to which practical and legal access exists;

11.5.6 where the existing practices and patterns of public use would not be unreasonably impaired by the granting of a Nohoanga Entitlement; and

11.5.7 where the location of the Nohoanga Site will not unreasonably impede public access to any Waterway.

Grant of and purpose of Nohoanga Entitlement

11.6 The Settlement Legislation will provide that:

Nohoanga Site

11.6.1 the Crown must grant to the Governance Entity a Nohoanga Entitlement over the Nohoanga Site (being the Uruti Domain Site referred to in Part 3 of the Cultural Redress Schedule);

11.6.2 the road shown as Section 1 on SO 9578 containing 7537 m² more or less is stopped and ceases to be a road;

NGĀTI MUTUNGA DEED OF SETTLEMENT

11: CULTURAL REDRESS: SITE-RELATED

11.6.3 the stopped road:

- (a) is vested in the Crown as scenic reserve subject to section 19(1)(a) of the Reserves Act; and
- (b) forms part of the Uruti Domain Scenic Reserve;

11.6.4 to avoid doubt, section 345(3) of the Local Government Act does not apply to the stopping of the road under clause 11.6.2;

Terms and conditions

11.6.5 the grant of the Nohoanga Entitlement must be made on the terms and conditions set out in Part 3 of the Cultural Redress Schedule or as those terms and conditions may be varied in accordance with clauses 11.7.1 and 11.7.2; and

Purpose

11.6.6 the Nohoanga Entitlement is granted to the Governance Entity for the purpose of permitting Members of Ngāti Mutunga to occupy the Nohoanga Site temporarily, exclusively, and on a non-commercial basis:

- (a) so as to have access to a Waterway for lawful fishing; and
- (b) for the lawful gathering of other natural resources in the vicinity of the Nohoanga Site.

Other provisions of Settlement Legislation in relation to Nohoanga Entitlement

11.7 The Settlement Legislation will provide that:

Variation of terms and conditions

11.7.1 the terms and conditions of the Nohoanga Entitlement may be varied from those set out in Part 3 of the Cultural Redress Schedule by:

- (a) the addition by the Land Holding Agent, at the time it is granted, of terms reasonably required by the Crown to protect and preserve:
 - (i) the Nohoanga Site;
 - (ii) the surrounding land; or
 - (iii) associated flora and fauna; or
- (b) agreement between the Land Holding Agent and the Governance Entity;

11.7.2 any variation of the terms under clause 11.7.1 must:

NGĀTI MUTUNGA DEED OF SETTLEMENT

11: CULTURAL REDRESS: SITE-RELATED

- (a) be in writing; and
- (b) not be inconsistent with the provisions of clauses 11.6-11.9;

Settlement Legislation to prevail

11.7.3 if there is inconsistency between the terms and conditions of the Nohoanga Entitlement and the provisions of the Settlement Legislation, the provisions of the Settlement Legislation will prevail;

Rights and interests not affected

11.7.4 except as expressly provided in clauses 11.3-11.6 and in the Nohoanga Entitlement, the grant and exercise of the Nohoanga Entitlement does not:

- (a) affect the lawful rights or interests of any person; and
- (b) grant, create or provide evidence of an estate or interest in, or rights relating to, a Nohoanga Site;

Notification of Nohoanga Entitlement

11.7.5 the Land Holding Agent must notify the grant, renewal, or termination of the Nohoanga Entitlement in the *Gazette*; and

11.7.6 the Chief Executive of Land Information New Zealand must note in his or her records:

- (a) the grant, renewal, or termination of the Nohoanga Entitlement; and
- (b) the notice in the *Gazette* relating to the grant, renewal or termination.

Application of other enactments

11.8 The Settlement Legislation will provide that:

Part IIIB of Conservation Act does not apply

11.8.1 Part IIIB of the Conservation Act does not apply to the grant of the Nohoanga Entitlement;

Section 44 of Reserves Act does not apply

11.8.2 section 44 of the Reserves Act does not apply in relation to the Nohoanga Entitlement granted over land subject to that Act;

NGĀTI MUTUNGA DEED OF SETTLEMENT

11: CULTURAL REDRESS: SITE-RELATED

Section 11 and Part X of Resource Management Act do not apply

- 11.8.3 section 11 and Part X of the Resource Management Act do not apply to the grant of the Nohoanga Entitlement;

Local Government (Rating) Act

- 11.8.4 to avoid doubt, sections 8(1) and 8(3) of the Local Government (Rating) Act apply to land over which a Nohoanga Entitlement is granted; and

- 11.8.5 the Governance Entity must reimburse the person paying the rates under section 9 of the Local Government (Rating) Act for the Nohoanga Site in proportion to the period for which the Governance Entity is entitled to permit Members of Ngāti Mutunga to occupy the Nohoanga Site.

- 11.9 The Parties agree that the Crown is not obliged to enforce, on behalf of the Governance Entity, the rights of the Governance Entity under a Nohoanga Entitlement against any person who is not a Party to this Deed.

STATUTORY ACKNOWLEDGEMENT

Provision of Statutory Acknowledgement

- 11.10 The Settlement Legislation will provide a Statutory Acknowledgement which will comprise:

- 11.10.1 the descriptions of the Statutory Areas set out in the first and second columns of Table 1 in Part 4 of the Cultural Redress Schedule;

- 11.10.2 a reference to the texts of the statements (the "**Statements of Association**") by Ngāti Mutunga of its cultural, spiritual, historical, and traditional association with those Statutory Areas as set out in Part 5 of the Cultural Redress Schedule;

- 11.10.3 an acknowledgement by the Crown of those Statements of Association;

- 11.10.4 the other matters required by this Deed; and

- 11.10.5 any appropriate provisions to enable the Settlement Legislation to refer to (rather than incorporate) the Statements of Association.

- 11.11 The Settlement Legislation will provide that:

- 11.11.1 for the purposes of this Part:

- (a) "**Consent Authority**" has the meaning set out in section 2(1) of the Resource Management Act except that it does not include the Minister of Conservation; and

- (b) "**Relevant Consent Authority**" means a Consent Authority of a region or district that contains, or is adjacent to, a Statutory Area;

NGĀTI MUTUNGA DEED OF SETTLEMENT

11: CULTURAL REDRESS: SITE-RELATED

11.11.2 the only purposes of the Statutory Acknowledgement are as provided in clauses 11.12-11.17; and

11.11.3 where the Statutory Acknowledgement relates to a river, **river**:

(a) means:

(i) a continuously or intermittently flowing body of fresh water, including a stream and modified water course; and

(ii) the bed of that river; but

(b) does not include:

(i) a part of the bed of the river that is not owned by the Crown;

(ii) land that the waters of the river do not cover at its fullest flow without overlapping its banks;

(iii) an artificial watercourse; or

(iv) a tributary flowing into the river.

Relevant Consent Authorities and Environment Court to have regard to the Statutory Acknowledgement

11.12 The Settlement Legislation will provide that, from the Effective Date, and without limiting its obligations under the Resource Management Act:

11.12.1 a Relevant Consent Authority must have regard to the Statutory Acknowledgement relating to a Statutory Area in forming an opinion in accordance with sections 93 to 94C of the Resource Management Act as to whether the Governance Entity is a person who may be adversely affected by the granting of a Resource Consent for activities within, adjacent to, or impacting directly on the Statutory Area; and

11.12.2 the Environment Court must have regard to the Statutory Acknowledgement relating to a Statutory Area in determining, under section 274 of the Resource Management Act, whether the Governance Entity is a person having an interest greater than the public generally in proceedings in respect of an application for a Resource Consent for activities within, adjacent to, or impacting directly on a Statutory Area.

New Zealand Historic Places Trust and Environment Court to have regard to the Statutory Acknowledgement

11.13 The Settlement Legislation will provide that, from the Effective Date, the New Zealand Historic Places Trust and the Environment Court must have regard to the Statutory Acknowledgement relating to a Statutory Area:

11.13.1 in forming an opinion under section 14(6)(a) of the Historic Places Act; or

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11.13.2 for the purpose of section 20(1) of the Historic Places Act,

as to whether the Governance Entity is (or, for the purposes of section 14(6)(a), may be) a person directly affected in relation to an archaeological site (as defined in section 2 of that Act) within the Statutory Area.

Recording of Statutory Acknowledgement on Statutory Plans

11.14 The Settlement Legislation will provide that, from the Effective Date:

11.14.1 Relevant Consent Authorities must attach to all Statutory Plans that wholly or partially cover a Statutory Area information recording the Statutory Acknowledgement in relation to that Statutory Area; and

11.14.2 the attachment of information to a Statutory Plan under clause 11.14.1:

- (a) must include the relevant provisions of the Settlement Legislation in full, the description of the Statutory Area, and the Statement of Association; and
- (b) is for the purposes of public notice only and the information is not:
 - (i) part of the Statutory Plan (unless adopted by the Relevant Consent Authority); or
 - (ii) subject to the provisions of the First Schedule to the Resource Management Act.

Distribution of resource consent applications to the Governance Entity

11.15 The Settlement Legislation will provide that:

11.15.1 a Relevant Consent Authority must, for a period of 20 years from the Effective Date, forward to the Governance Entity a summary of applications for Resource Consents for activities within, adjacent to, or impacting directly on a Statutory Area;

11.15.2 the information provided under clause 11.15.1 must be:

- (a) the same as would be given under section 93 of the Resource Management Act to persons who may be adversely affected, or as may be agreed between the Governance Entity and the Relevant Consent Authority from time to time; and
- (b) forwarded as soon as reasonably practicable after the application is received and before a determination is made in accordance with sections 93 to 94C of the Resource Management Act;

11.15.3 the Governance Entity may, by notice in writing to a Relevant Consent Authority:

- (a) waive its rights under clause 11.15.1 and/or clause 11.15.2; and

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- (b) state the scope of the waiver and the period it applies for;
- 11.15.4 in relation to an application to carry out a Restricted Coastal Activity in a Statutory Area, the Regional Council dealing with the application is to be treated for the purposes of this clause 11.15 as if it were the Relevant Consent Authority in relation to that application; and
- 11.15.5 this clause does not affect:
- (a) the obligation of a Relevant Consent Authority to notify an application in accordance with sections 93 to 94C of the Resource Management Act; or
- (b) the obligation of a Relevant Consent Authority to form an opinion as to whether the Governance Entity is a person who may be adversely affected under those sections.

Use of Statutory Acknowledgement

11.16 The Settlement Legislation will provide that:

Use of Statutory Acknowledgement with submissions

- 11.16.1 the Governance Entity, or a Member of Ngāti Mutunga, may cite the Statutory Acknowledgement as evidence of the association of Ngāti Mutunga with a Statutory Area, in submissions to, and proceedings before, a Relevant Consent Authority, the Minister of Conservation (in relation to a Restricted Coastal Activity in a Statutory Area), the Environment Court, or the New Zealand Historic Places Trust concerning activities within, adjacent to, or impacting directly on the Statutory Area;

Content of Statement of Association not binding

- 11.16.2 the content of a Statement of Association is not, by virtue of the Statutory Acknowledgement, binding as deemed fact on Relevant Consent Authorities, the Minister of Conservation (in relation to a Restricted Coastal Activity in a Statutory Area) the Environment Court, the New Zealand Historic Places Trust, parties to proceedings before those bodies, or any other person able to participate in those proceedings, but the content of a Statement of Association may be taken into account by them; and

Other association with a Statutory Area may be stated

- 11.16.3 neither the Governance Entity, nor a Member of Ngāti Mutunga, is precluded by this Part from stating that Ngāti Mutunga has an association with a Statutory Area that is not described in the Statutory Acknowledgement, and the content and existence of the Statutory Acknowledgement do not limit any such statement.

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11: CULTURAL REDRESS: SITE-RELATED

General provisions in relation to Statutory Acknowledgement

11.17 The Settlement Legislation will provide that:

- 11.17.1 the Statutory Acknowledgement does not (except as expressly provided in clauses 11.10-11.16):
- (i) affect, and must not be taken into account by, any person exercising a power or performing a function or duty under legislation or a bylaw;
 - (ii) affect the lawful rights or interests of any person; or
 - (iii) grant, create or provide evidence of an estate or interest in, or rights relating to, a Statutory Area;
- 11.17.2 a person, in considering a matter or making a decision or recommendation under legislation or a bylaw, must not give greater or lesser weight to a Statement of Association than the person would give if the Statement of Association was not referred to in legislation; and
- 11.17.3 the Statutory Acknowledgement does not prevent the Crown from providing a statutory acknowledgement of the association of a person or persons other than Ngāti Mutunga in relation to a Statutory Area.

Amendment to the Resource Management Act

11.18 The Settlement Legislation will amend Schedule 11 of the Resource Management Act by inserting the short title to the Settlement Legislation in that schedule.

DEEDS OF RECOGNITION

Crown to provide Deeds of Recognition

11.19 The Crown must, by or on the Settlement Date, provide the Governance Entity with two copies of a Deed of Recognition signed by the Minister of Conservation and on the terms and conditions set out in Part 6 of the Cultural Redress Schedule in respect of those parts of the following Statutory Areas described in Table 2 of Part 4 of the Cultural Redress Schedule that are owned and managed by the Crown, namely:

- 11.19.1 Part of Mimi – Pukearuhe Coast Marginal Strip;
- 11.19.2 Waitoetoe Beach Recreation Reserve;
- 11.19.3 Mimi Scenic Reserve;
- 11.19.4 Mimi Gorge Scientific Reserve;
- 11.19.5 Mataro Scenic Reserve;

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11.19.6 Mt Messenger Conservation Area within the Area of Interest;

11.19.7 Taramoukou Conservation Area;

11.19.8 Onaero River Scenic Reserve;

11.19.9 Onaero River;

11.19.10 Urenui River;

11.19.11 Waitara River within the Area of Interest; and

11.19.12 Mimi River within the Area of Interest.

11.20 The Crown must, by or on the Settlement Date, provide the Governance Entity with two copies of a Deed of Recognition signed by the Commissioner of Crown Lands and on the terms and conditions set out in Part 6 of the Cultural Redress Schedule in respect of those parts of the following Statutory Areas described in Table 3 of Part 4 of the Cultural Redress Schedule that are owned and managed by the Crown, namely:

11.20.1 Onaero River;

11.20.2 Urenui River;

11.20.3 Waitara River within the Area of Interest; and

11.20.4 Mimi River within the Area of Interest.

Signing and return of the Deeds of Recognition by the Governance Entity

11.21 The Governance Entity must:

11.21.1 sign both copies of each Deed of Recognition provided to it by the Crown under clauses 11.19 and 11.20; and

11.21.2 return one signed copy of each Deed of Recognition to the Crown by no later than 10 Business Days after the Settlement Date.

Deed of Recognition requires consultation with Governance Entity

11.22 A Deed of Recognition must provide that the Minister of Conservation or the Commissioner of Crown Lands must, if undertaking the activities specified in that deed in relation to or within a Statutory Area to which the deed applies, consult and have regard to the views of the Governance Entity concerning the association of Ngāti Mutunga with that Statutory Area as described in the relevant Statement of Association.

Termination of Deeds of Recognition

11.23 A Deed of Recognition terminates in respect of a Statutory Area (or part of it) if:

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11: CULTURAL REDRESS: SITE-RELATED

- 11.23.1 the Governance Entity and the Minister of Conservation or the Commissioner of Crown Lands agree in writing that the Deed of Recognition is no longer appropriate for the area concerned;
- 11.23.2 the area concerned is disposed of by the Crown; or
- 11.23.3 the Minister of Conservation or the Commissioner of Crown Lands ceases to be responsible for the activities specified in the Deed of Recognition in relation to or within the area concerned and they are transferred to another person or official within the Crown.
- 11.24 If a Deed of Recognition terminates in relation to an area under clause 11.23.3, the Crown will take reasonable steps to ensure that the Governance Entity continues to have input into the relevant activities in relation to or within the area concerned as provided in clause 11.22, through negotiation with the new person or official within the Crown that is responsible for those activities.

Deed of Recognition in relation to a river

- 11.25 If a Deed of Recognition relates to a Statutory Area that is a river:
- 11.25.1 it relates only to:
- (a) the bed of that river; and
 - (b) that part of the bed of the river (if any) that is:
 - (i) owned by the Crown; and
 - (ii) managed by the Crown;
- 11.25.2 it does not relate to:
- (a) land that the waters of the river do not cover at its fullest flow without overlapping its banks;
 - (b) the bed of an artificial watercourse; or
 - (c) the bed of a tributary flowing into that river; and
- 11.25.3 in determining whether the Crown manages a river for the purposes of this clause, management exercised by a local authority under the Resource Management Act is not relevant.

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11: CULTURAL REDRESS: SITE-RELATED

PLACE NAMES

11.26 The Settlement Legislation will:

- 11.26.1 assign the name of "Titoki Ridge" to a coastal ridge shown on topographic map 260-Q18, grid reference 381529;
- 11.26.2 assign the name of "Te Urenui Pā" to the Te Urenui Pā Site as described in Part 2 of the Cultural Redress Schedule and formerly known as the Te Urinui Historic Reserve shown on topographic map 260-Q19, grid reference 310448;
- 11.26.3 provide that the assigning of the name "Titoki Ridge" under clause 11.26.1, and the assigning of the name "Te Urenui Pā" under clause 11.26.2, are to be treated as having been made:
 - (a) with the approval of the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa; and
 - (b) in accordance with the New Zealand Geographic Board Act; and
- 11.26.4 provide that the assigning of the name "Te Urenui Pā" under clause 11.26.2 replaces the reference to Te Urinui Pā incorrectly shown on the topographic map 260 – Q19, grid reference 325445.

12: OTHER CULTURAL REDRESS

MANAGEMENT OF FISHERIES

Prohibition on taking of certain species for commercial purposes within the Fisheries Protocol Area

12.1 Subject to clause 12.3, the taking of the following species (the “**Prohibited Target Species**”) is, or as from the Settlement Date will be, prohibited within the Fisheries Protocol Area as Commercial Target Species, namely:

12.1.1 cats eye, *turbo smaragdus* (pūpū);

12.1.2 freshwater mussel, *hyridella menziesi* (kakahī);

12.1.3 sea anemone, *actinia group* (kotoretore);

12.1.4 sea lettuce, *ulva lactuca* (karengo);

12.1.5 lamprey, *geotria australis* (piharau); and

12.1.6 freshwater crayfish, *paranephrops planifrons* (waikōura).

12.2 The provisions of this Deed, and the Settlement Legislation, will not affect:

12.2.1 the issue of special permits under the Fisheries Act to take freshwater crayfish (waikōura) for aquacultural purposes; or

12.2.2 the taking of any Prohibited Target Species as an inevitable by-catch of lawful commercial fishing operations.

Commercial Catch Proposals in relation to Prohibited Target Species and Paua within the Fisheries Protocol Area

12.3 The Minister of Fisheries will:

12.3.1 if it is demonstrated to the satisfaction of the Minister that there are sufficient quantities of any of the Prohibited Target Species in the Fisheries Protocol Area to provide for a commercial catch of that species, consult with the Ngāti Mutunga Fisheries Advisory Committee in respect of any proposal to authorise the commercial taking of that species in the Fisheries Protocol Area (a “**Prohibited Target Species Commercial Catch Proposal**”) in accordance with:

(a) section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act; and

(b) section 12 of the Fisheries Act;

12.3.2 consult with the Ngāti Mutunga Fisheries Advisory Committee in relation to any proposal for the commercial fishing of the Paua Fishery in the Fisheries Protocol Area (a “**Paua Commercial Catch Proposal**”); and

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12: OTHER CULTURAL REDRESS

12.3.3 in considering a Prohibited Target Species Commercial Catch Proposal, or a Paua Commercial Catch Proposal, ensure that the customary non-commercial fishing interests of Ngāti Mutunga in the species concerned are recognised and provided for in accordance with:

- (a) section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act; and
- (b) where the Prohibited Target Species Commercial Catch Proposal relates to the setting or varying of the Total Allowable Commercial Catch, section 21 of the Fisheries Act.

Net Prohibition Proposal may be included in Fisheries Regulatory Review

12.4 The Ministry of Fisheries must:

12.4.1 Notify the Governance Entity of:

- (a) the date the first regular review of regulatory measures in relation to fisheries resources (the "**Fisheries Regulatory Review**") commences after the Settlement Date; and
- (b) the date by which proposals requesting regulatory change are to be submitted to the Ministry of Fisheries for inclusion in the Fisheries Regulatory Review;

12.4.2 include in the consultation process for the Fisheries Regulatory Review any written proposal from the Governance Entity proposing that commercial fishermen be prohibited from using trawl nets and set nets in a specified part of the Fisheries Protocol Area (a "**Net Prohibition Proposal**"); and

12.4.3 provide advice to the Minister of Fisheries on a Net Prohibition Proposal.

12.5 The Governance Entity must provide a Net Prohibition Proposal to the Ministry of Fisheries before the closing date for proposals to the Fisheries Regulatory Review.

12.6 The Parties acknowledge that:

12.6.1 the only obligation of the Minister of Fisheries is to consider the Net Prohibition Proposal; and

12.6.2 in particular, there is no obligation or expectation that:

- (a) the Minister will agree with all or any part of a Net Prohibition Proposal; or
- (b) the Fisheries (Central Area Commercial Fishing) Regulations 1986 or other legislation will be amended in accordance with a Net Prohibition Proposal.

12.7 The Minister of Fisheries must Notify the Governance Entity of the outcome of his or her consideration of a Net Prohibition Proposal.

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12: OTHER CULTURAL REDRESS

Undersized Tuna (eel)

12.8 The Ministry of Fisheries will:

12.8.1 consult with the Governance Entity in each of the three years after the Settlement Date, on written request by the Governance Entity, concerning:

- (a) the maximum quantity of Undersized Tuna (eel) that the Governance Entity is likely to be permitted to take that year under section 97 of the Fisheries Act (the "**Permitted Undersized Tuna (eel) Catch**") from each of not more than three sites within the Fisheries Protocol Area specified in writing by the Governance Entity to the Ministry of Fisheries (up to a maximum of nine sites during the three years after Settlement Date); and
- (b) the likely conditions of any Permitted Undersized Tuna (eel) Catch in relation to each of those specified sites, including the likely conditions in relation to the relocation of the Tuna (eel) in:
 - (i) Waterways in the Fisheries Protocol Area; and
 - (ii) aquacultural farms; and

12.8.2 consider, in accordance with the relevant legislative and operational processes, any application from the Governance Entity for a special permit to take Undersized Tuna (eel) from Waterways within the Fisheries Protocol Area as part of an enhancement or aquaculture project.

12.9 In this Deed:

12.9.1 **Tuna (eel)** is:

- (a) *anguilla dieffenbachii* (longfinned eel);
- (b) *anguilla australis* (shortfinned eel); and
- (c) *anguilla rheinhartii* (Australian longfinned eel); and

12.9.2 **Undersized Tuna (eel)** is Tuna (eel) with a weight of less than the minimum weight prescribed for the taking of Tuna (eel) by or under the Fisheries Act (which, at the Date of this Deed, is 220 grams).

The Crown to provide a Shellfish RFR Deed

12.10 The Crown must, by or on the Settlement Date, provide the Governance Entity with two copies of a deed on the terms and conditions set out in Part 7 of the Cultural Redress Schedule (a "**Shellfish RFR Deed**") signed by the Crown.

NGĀTI MUTUNGA DEED OF SETTLEMENT

12: OTHER CULTURAL REDRESS

Signing and return of Shellfish RFR Deed by the Governance Entity

12.11 The Governance Entity must:

- 12.11.1 sign both copies of the Shellfish RFR Deed; and
- 12.11.2 return one signed copy to the Crown by no later than 10 Business Days after the Settlement Date.

Terms of Shellfish RFR Deed

12.12 The Shellfish RFR Deed will:

- 12.12.1 relate to the Shellfish RFR Area;
- 12.12.2 be in force for a period of 50 years from the Settlement Date; and
- 12.12.3 have effect from the Settlement Date as if it had been validly signed by the Crown and the Governance Entity on that date.

Crown has no obligation to sell or introduce Quota

12.13 The Parties agree that:

- 12.13.1 nothing in this Deed, or the Shellfish RFR Deed, requires the Crown to:
 - (a) purchase any provisional catch history, or other catch rights, under section 37 of the Fisheries Act; or
 - (b) offer for sale any Applicable Quota (as defined in the Shellfish RFR Deed) held by the Crown; and
- 12.13.2 the inclusion of any Applicable Species (being the species referred to in schedule 1 of the Shellfish RFR Deed) in the Quota Management System may not result in any, or any significant, holdings by the Crown of Applicable Quota for the Applicable Species.

COASTAL TENDERING

Interpretation

12.14 The Settlement Legislation will provide that in clauses 12.14-12.18:

- “**Minister**” means the Minister of Conservation;
- “**occupy**” has the same meaning as that term is given by section 2(1) of the Resource Management Act; and

NGĀTI MUTUNGA DEED OF SETTLEMENT

12: OTHER CULTURAL REDRESS

- "Tendered SCA Authorisations" has the meaning given by clause 12.15.1.

Preferential right to purchase Tendered SCA Authorisations

12.15 The Settlement Legislation will provide that:

- 12.15.1 the Governance Entity has a preferential right to purchase a proportion of the following Authorisations if offered by a public tender (the "Tendered SCA Authorisations"):
- (a) Authorisations in respect of the Specified Coastal Area offered by the Minister under section 157 of the Resource Management Act; and
 - (b) Authorisations in respect of the Specified Coastal Area offered by the Taranaki Regional Council under section 165E(1)(a) or section 165F of the Resource Management Act;
- 12.15.2 the preferential right must be provided and exercised in accordance with the process set out in Part 8 of the Cultural Redress Schedule;
- 12.15.3 disputes in relation to the preferential right referred to in clause 2.1 of Part 8 of the Cultural Redress Schedule must be resolved in accordance with the process set out in that clause;
- 12.15.4 the Tendered SCA Authorisations that the Governance Entity has a preferential right to purchase must:
- (a) equal in area 10% of the area of the Tendered SCA Authorisations or such smaller area as may be agreed in writing by the Governance Entity and the Minister or the Taranaki Regional Council, as the case may be; and
 - (b) be of not less than fair average quality relative to the quality of the other Tendered SCA Authorisations;
- 12.15.5 the area specified in clause 12.15.4(a) may be exceeded if the size and shape of the area to which the Tendered SCA Authorisations relate make it impractical to comply; and
- 12.15.6 the Resource Management Act is amended by adding a new subsection to section 165R that provides that the sections of the Settlement Legislation incorporating clauses 12.15 and 12.16 provide a preferential right for the Governance Entity to purchase Authorisations in respect of the Specified Coastal Area offered by the Taranaki Regional Council under section 165E(1)(a) or section 165F.

NGĀTI MUTUNGA DEED OF SETTLEMENT

12: OTHER CULTURAL REDRESS

Governance Entity to be treated as having made tender for Tendered SCA Authorisations

12.16 The Settlement Legislation will provide that:

12.16.1 if the Governance Entity has a preferential right to purchase Tendered SCA Authorisations under clause 12.15, the Governance Entity must be treated as having lodged a valid tender for those Authorisations for \$1.00 consideration, in compliance with section 158 or section 165Q(2)-(4), of the Resource Management Act, as the case may be; and

12.16.2 the tender of the Governance Entity under clause 12.16.1 will be treated as the most preferred tender by the Minister, or by the Taranaki Regional Council, for the Tendered SCA Authorisations that the Governance Entity has a preferential right to purchase if, in relation to the offer of Tendered SCA Authorisations, the Minister, or the Taranaki Regional Council, as the case may be:

- (a) receives no tenders; or
- (b) rejects every tender received.

Restrictions on effect of statutory provisions

12.17 The Settlement Legislation will provide that clauses 12.15 and 12.16 do not (except as expressly provided by those clauses):

12.17.1 affect the powers, functions or duties of:

- (a) the Minister under Part 7 or Part 7A of the Resource Management Act (including under section 165O of that Act); or
- (b) the Taranaki Regional Council under Part 7A of the Resource Management Act;

12.17.2 affect the lawful rights or interests of any person;

12.17.3 grant, create or provide evidence of an estate or interest in, or rights relating to, the Specified Coastal Area; or

12.17.4 affect the rights of Ngāti Mutunga to acquire Authorisations or otherwise exercise a statutory right, power, or privilege in respect of the Specified Coastal Area.

Crown and Taranaki Regional Council have no intention of offering Tendered SCA Authorisations

12.18 The Parties acknowledge that:

12.18.1 the Minister currently has no intention of offering by public tender Authorisations in respect of the Specified Coastal Area under section 157 of the Resource Management Act; and

NGĀTI MUTUNGA DEED OF SETTLEMENT

12: OTHER CULTURAL REDRESS

12.18.2 so far as they are aware, currently the Taranaki Regional Council has no intention of offering by public tender Authorisations in respect of the Specified Coastal Area under section 165E(1)(a) or section 165F of the Resource Management Act.

13: CULTURAL REDRESS IN RELATION TO MAUNGA TARANAKI

IMPORTANCE OF MAUNGA TARANAKI

- 13.1 Ngāti Mutunga and the Crown acknowledge that Maunga Taranaki is of great cultural, spiritual, historical and traditional importance to Ngāti Mutunga and other iwi of Taranaki.

APOLOGY AND CULTURAL REDRESS IN RELATION TO MAUNGA TARANAKI ARE TO BE DEVELOPED

- 13.2 This Deed does not provide for an apology, or any cultural redress, by the Crown in relation to any of the Historical Claims that relate to Maunga Taranaki.
- 13.3 Ngāti Mutunga and the Crown agree that:
- 13.3.1 the Governance Entity and the Crown will, as soon as practicable, work together with the mandated representatives of other iwi of Taranaki to develop an apology, and cultural redress, for Ngāti Mutunga and other iwi of Taranaki in relation to the Historical Claims, and the historical claims of other iwi of Taranaki, that relate to Maunga Taranaki; and
 - 13.3.2 the apology and cultural redress for Ngāti Mutunga in relation to the Historical Claims that relate to Maunga Taranaki will not include any financial or commercial redress.

14: FINANCIAL AND COMMERCIAL REDRESS

PROVISION OF FINANCIAL AND COMMERCIAL REDRESS

14.1 The Crown must provide Financial and Commercial Redress with an aggregate value of \$14,900,000, comprising:

14.1.1 a cash settlement amount of \$14,610,300 (the "**Cash Settlement Amount**") of which:

- (a) \$400,000 has been paid by the Crown to the Ngāti Mutunga Iwi Authority on behalf of Ngāti Mutunga as an advance of part of the Financial and Commercial Redress; and
- (b) the balance, after deducting from the Cash Settlement Amount the payment made under paragraph (a) (the "**Balance of the Cash Settlement Amount**") is to be paid to the Governance Entity by the Crown on the Settlement Date; and

14.1.2 the Commercial Redress Properties set out in Part 1 of the Commercial Redress Schedule (with aggregate Redress Values of \$289,700) which are to be transferred by the Crown to the Governance Entity on the Settlement Date).

TRANSFER OF THE COMMERCIAL REDRESS PROPERTIES

Terms of transfer

14.2 The transfer of a Commercial Redress Property by the Crown to the Governance Entity under clause 14.1 (a "**Settlement Transfer**") will be subject to:

14.2.1 all Encumbrances described in Part 1 of the Commercial Redress Schedule in relation to that property;

14.2.2 the terms and conditions set out in Part 2 of the Commercial Redress Schedule, which are to be treated as a separate agreement in respect of each Commercial Redress Property; and

14.2.3 in the case of each of the Leaseback Properties referred to in clause 14.4, the lease to the Crown referred to in clause 14.5.

Settlement Legislation

14.3 The Settlement Legislation must:

14.3.1 enable the Crown (acting through the Commissioner of Crown Lands) to sign transfers, and do everything else necessary, to give effect to the Crown's obligations under clause 14.1;

14.3.2 provide that:

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14: FINANCIAL AND COMMERCIAL REDRESS

- (a) where the land that forms all or part of a Commercial Redress Property is not all of the land contained in an existing certificate of title or computer freehold register, or is not land contained in a certificate of title or computer freehold register, the Registrar-General of Land must on written application by an appropriate person authorised by the chief executive of the Transferor Agency (an “**Authorised Person**”), and after completion of any necessary survey, create, in accordance with that application, one or more computer freehold registers in the name of the Crown for the fee simple estate in that land subject to, and where applicable, with the benefit of, any Encumbrances that are registrable or notifiable and are described in that written application;
- (b) a computer freehold register created in accordance with clause 14.3.2(a) must be created in the name of the Crown without any statement of purpose;
- (c) the Authorised Person may grant a covenant to arrange for the later creation of a computer freehold register or registers for a Commercial Redress Property that is to be transferred to the Governance Entity; and
- (d) despite the Land Transfer Act:
 - (i) the Authorised Person may request the Registrar-General of Land to register a covenant referred to in clause 14.3.2(c) under the Land Transfer Act by creating a computer interest register; and
 - (ii) the Registrar-General of Land must register the covenant in accordance with clause 14.3.2(d)(i);

14.3.3 provide that:

- (a) the Crown is not required to comply with any legislation that would otherwise apply to a Settlement Transfer;
- (b) section 11 or Part X of the Resource Management Act does not apply to:
 - (i) a Settlement Transfer; or
 - (ii) a matter incidental to, or required for the purpose of, a Settlement Transfer;
- (c) a Settlement Transfer:
 - (i) does not:
 - (aa) limit sections 10 or 11 of the Crown Minerals Act; or
 - (bb) affect other rights to sub-surface minerals;
 - (ii) is a disposition for the purposes of Part IVA of the Conservation Act, but that sections 24(2A), 24A and 24AA of that Act do not apply to the disposition; and

NGĀTI MUTUNGA DEED OF SETTLEMENT

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- (d) the permission of a council under section 348 of the Local Government Act is not required for laying out, forming, granting or reserving a private road, private way or right of way that may be required to fulfil the terms of this Deed in relation to a Commercial Redress Property; and

14.3.4 include such other provisions as are necessary or desirable for the Parties to give effect to this Part.

LEASEBACK OF CERTAIN COMMERCIAL REDRESS PROPERTIES

Leasing back the Leaseback Properties

- 14.4 The Governance Entity must lease to the Ministry of Education the following Commercial Redress Properties (the "Leaseback Properties") after their transfer to the Governance Entity:
- (a) 11 Uruti Road, Uruti (Uruti School); and
- (b) 1 Takiroa Street, Urenui (Urenui School).

Terms of the leaseback

- 14.5 The Governance Entity and the Ministry of Education must, by or on the Settlement Date, sign a memorandum of lease as set out in Part 3 of the Commercial Redress Schedule for each Leaseback Property and providing that the commencement date for that lease is the Settlement Date.

RFR DEED

The Crown to provide an RFR Deed

- 14.6 The Crown must, by or on the Settlement Date, provide the Governance Entity with two copies of a deed on the terms and conditions set out in Part 4 of the Commercial Redress Schedule (the "RFR Deed") signed by the Crown.

Signing and return of RFR Deed by Governance Entity

- 14.7 The Governance Entity must:
- 14.7.1 sign both copies of the RFR Deed; and
- 14.7.2 return one signed copy to the Crown by no later than 10 Business Days after the Settlement Date.

Terms of RFR Deed

- 14.8 The RFR Deed will:
- 14.8.1 relate to the RFR Area;

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14: FINANCIAL AND COMMERCIAL REDRESS

- 14.8.2 be in force for a period of 50 years from the Settlement Date (the "RFR Period");
and
- 14.8.3 have effect from the Settlement Date as if it had been validly signed by both the Crown and the Governance Entity on that date.

15: TAX

STATEMENT OF AGREED TAX PRINCIPLES

15.1 The Parties agree that:

15.1.1 the payment, credit or transfer of Tangible Redress by the Crown to the Governance Entity is made as redress to settle the Historical Claims and is not intended to be, or to give rise to:

(a) a taxable supply for GST purposes; nor

(b) gross income for income tax purposes;

15.1.2 neither the Governance Entity, nor any other person associated with the Governance Entity, will claim an input credit (for GST purposes) or a deduction (for income tax purposes) with reference to the payment, credit or transfer by the Crown of any Tangible Redress;

15.1.3 the transfer of the Other Properties/Rights by the Crown to the Governance Entity is not intended to be, or to give rise to, a dutiable gift;

15.1.4 the transfer of the Commercial Properties/Rights by the Crown (or, where applicable, the Taranaki Regional Council) under an exercise of the relevant right of first refusal, or right to purchase, is intended to be a taxable supply for GST purposes;

15.1.5 any interest paid by the Crown under any provision of this Deed is either gross income or exempt income, for income tax purposes, depending on the recipient's status for income tax purposes; and, furthermore, the receipt or payment of such interest is not subject to indemnification for Tax by the Crown under this Deed;

15.1.6 any indemnity payment by the Crown to the Governance Entity is not intended to be, or to give rise to:

(a) a taxable supply for GST purposes; nor

(b) gross income for income tax purposes; and

15.1.7 the Governance Entity (at all applicable times) is or will be a registered person for GST purposes (except if the Governance Entity is not carrying on a taxable activity as that term is defined by the Goods and Services Tax Act).

ACKNOWLEDGEMENTS

15.2 For the avoidance of doubt, the Parties acknowledge:

15.2.1 that the Tax indemnities given by the Crown in this Part, and the principles and acknowledgements in clauses 15.1 and 15.2 respectively:

NGĀTI MUTUNGA DEED OF SETTLEMENT

15: TAX

- (a) apply only to the receipt by the Governance Entity of Tangible Redress or indemnity payments; and
 - (b) do not apply to any subsequent dealings, distributions, payments, uses or applications by the Governance Entity, or any other persons, with or of Tangible Redress or indemnity payments;
- 15.2.2 each obligation to be performed by the Crown in favour of the Governance Entity under this Deed is performed as redress and without charge to, or consideration to be provided by, the Governance Entity or any other person, provided that this clause 15.2.2 does not affect the obligation of the Governance Entity to pay the purchase price relating to:
- (a) Applicable Quota under a contract for the Sale of Applicable Quota constituted under the Shellfish RFR Deed (as those terms are defined in that deed);
 - (b) Tendered SCA Authorisations under the coastal tendering provisions in clauses 12.14-12.18; or
 - (c) an RFR Property under an RFR Property Contract (as those terms are defined in the RFR Deed);
- 15.2.3 without limiting clause 15.2.2, the agreement to enter into, the entering into and the performance by the Governance Entity of the covenants set out in Part 2 of the Cultural Redress Schedule is not consideration, for GST or any other purpose, for the transfer of the Cultural Redress Properties to which those covenants relate by the Crown to the Governance Entity; and
- 15.2.4 without limiting clause 15.2.2, the agreement to enter into and the entering into of the leases set out in Part 3 of the Commercial Redress Schedule of the Leaseback Properties is not consideration, for GST or any other purpose, for the transfer of the Leaseback Properties by the Crown to the Governance Entity; and
- 15.2.5 without limiting clause 15.2.2, the payment of amounts, and the bearing of costs from time to time, by the Governance Entity in relation to the Other Properties/Rights (including, without limitation:
- (a) rates, charges and fees;
 - (b) the apportionment of outgoings and incomings; and
 - (c) maintenance, repair or upgrade costs and rubbish, pest and weed control costs),

is not intended to be consideration for the transfer of those properties for GST or any other purpose; and, furthermore (and without limiting clause 15.2.1), the payment of such amounts and the bearing of such costs is not subject to indemnification for Tax by the Crown under this Deed.

15: TAX

ACT CONSISTENT WITH PRINCIPLES

- 15.3 Neither the Governance Entity (nor any person associated with the Governance Entity) nor the Crown will act in a manner that is inconsistent with the principles or acknowledgements set out or reflected in clauses 15.1 and 15.2 respectively.

MATTERS NOT TO BE IMPLIED FROM PRINCIPLES

- 15.4 Nothing in clause 15.1 is intended to suggest or imply:
- 15.4.1 that the payment, credit or transfer of Tangible Redress, or an indemnity payment, by the Crown to the Governance Entity is or will be chargeable with GST;
- 15.4.2 if the Governance Entity is a charitable trust or other charitable entity, that:
- (a) payments, properties, interests, rights or assets the Governance Entity receives or derives from the Crown under this Deed are received or derived other than exclusively for charitable purposes; or
 - (b) the Governance Entity derives or receives amounts, for income tax purposes, other than as exempt income; or
- 15.4.3 that gift duty should or can be imposed on any payment to, or transaction with, the Governance Entity under this Deed.

INDEMNITY FOR GST IN RESPECT OF TANGIBLE REDRESS AND INDEMNITY PAYMENTS

Tangible Redress provided exclusive of GST

- 15.5 If and to the extent that:
- 15.5.1 the provision of redress through the payment, credit or transfer of Tangible Redress; or
- 15.5.2 an indemnity payment,
- by the Crown to the Governance Entity is chargeable with GST, the Crown must, in addition to the payment, credit or transfer of Tangible Redress or the indemnity payment, pay the Governance Entity the amount of GST payable in respect of the Tangible Redress or the indemnity payment.

Indemnification

- 15.6 If and to the extent that:
- 15.6.1 the provision of redress through the payment, credit or transfer of Tangible Redress; or

NGĀTI MUTUNGA DEED OF SETTLEMENT

15: TAX

15.6.2 an indemnity payment,

by the Crown to the Governance Entity is chargeable with GST and the Crown does not, for any reason, pay the Governance Entity an additional amount equal to that GST at the time the Tangible Redress is paid, credited or transferred and/or the indemnity payment is made, the Crown will, on demand in writing, indemnify the Governance Entity for any GST that is or may be payable by the Governance Entity or for which the Governance Entity is liable in respect of:

15.6.3 the making of the redress; and/or

15.6.4 the payment, credit or transfer of Tangible Redress; and/or

15.6.5 the indemnity payment.

INDEMNITY FOR INCOME TAX IN RESPECT OF TANGIBLE REDRESS OR INDEMNITY PAYMENTS

15.7 The Crown agrees to indemnify the Governance Entity, on demand in writing, against any income tax that the Governance Entity is liable to pay if and to the extent that receipt of:

15.7.1 the payment, credit or transfer of Tangible Redress; or

15.7.2 an indemnity payment,

from the Crown is treated as, or as giving rise to, gross income of the Governance Entity for income tax purposes.

INDEMNITY FOR GIFT DUTY IN RESPECT OF OTHER PROPERTIES/RIGHTS

15.8 The Crown agrees to pay, and to indemnify the Governance Entity against any liability that the Governance Entity has in respect of, any gift duty assessed as payable by the Commissioner of Inland Revenue in respect of a transfer of the Other Properties/Rights by the Crown under this Deed.

DEMANDS FOR INDEMNIFICATION

Notification of indemnification event

15.9 Each of:

15.9.1 the Governance Entity; and

15.9.2 the Crown,

agrees to Notify the other as soon as reasonably possible after becoming aware of an event or occurrence in respect of which the Governance Entity is or may be entitled to be indemnified by the Crown for or in respect of Tax under this Part.

NGĀTI MUTUNGA DEED OF SETTLEMENT

15: TAX

How demands are made

- 15.10 Demands for indemnification for Tax by the Governance Entity in accordance with this Part must be made by the Governance Entity in accordance with the provisions of clause 17.5 and may be made at any time, and from time to time, after the Settlement Date.

When demands are to be made

- 15.11 Except:

15.11.1 with the written agreement of the Crown; or

15.11.2 if this Deed provides otherwise,

no demand for payment by way of indemnification for Tax under this Part may be made by the Governance Entity more than five Business Days before the due date for payment by the Governance Entity of the applicable Tax (whether such date is specified in an assessment or is a date for the payment of provisional tax or otherwise).

Evidence to accompany demand

- 15.12 Without limiting clause 15.9, each demand for indemnification by the Governance Entity under this Part must be accompanied by:

15.12.1 appropriate evidence (which may be a notice, notice of proposed adjustment, assessment, a certificate issued by the Governance Entity and confirmed or certified by the Governance Entity's tax advisers or accountants for the time being, or any other evidence which is reasonably satisfactory to the Crown) setting out with reasonable detail the amount of the loss, cost, expense, liability or Tax that the Governance Entity claims to have suffered or incurred or be liable to pay, and in respect of which indemnification is sought from the Crown under this Deed; and

15.12.2 where the demand is for indemnification for GST, if the Crown requires, an appropriate GST tax invoice.

Repayment of amount on account of Tax

- 15.13 If payment is made by the Crown on account of Tax to the Governance Entity or the Commissioner of Inland Revenue (for the account of the Governance Entity) and it is subsequently determined or held that no such Tax (or an amount of Tax that is less than the payment which the Crown made on account of Tax) is or was payable or properly assessed, to the extent that the Governance Entity:

15.13.1 has retained the payment made by the Crown;

15.13.2 has been refunded the amount of that payment by the Inland Revenue Department; or

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15: TAX

15.13.3 has had the amount of that payment credited or applied to its account with the Inland Revenue Department,

the Governance Entity must repay the applicable amount to the Crown free of any set-off or counterclaim.

Payment of amount on account of Tax

15.14 The Governance Entity must pay to the Inland Revenue Department any payment made by the Crown to the Governance Entity on account of Tax, on the later of:

15.14.1 the "due date" for payment of that amount to the Inland Revenue Department under the applicable Tax Legislation; and

15.14.2 the next Business Day following receipt by the Governance Entity of that payment from the Crown.

Payment of costs

15.15 The Crown will indemnify the Governance Entity against any reasonable costs incurred by the Governance Entity for actions undertaken by the Governance Entity, at the Crown's direction, in connection with:

15.15.1 any demand for indemnification of the Governance Entity under or for the purposes of this Part; and

15.15.2 any steps or actions taken by the Governance Entity in accordance with the Crown's requirements under clause 15.17.

DIRECT PAYMENT OF TAX: CONTROL OF DISPUTES

15.16 Where any liability arises to the Crown under this Part, the following provisions shall also apply:

15.16.1 if the Crown so requires and Notifies the Governance Entity of that requirement, the Crown may, instead of paying the requisite amount on account of Tax, pay that amount to the Commissioner of Inland Revenue (such payment to be effected on behalf, and for the account, of the Governance Entity);

15.16.2 subject to the Governance Entity being indemnified to its reasonable satisfaction against any reasonable cost, loss, expense or liability or any Tax which it may suffer, incur or be liable to pay, the Crown shall have the right, by Notice to the Governance Entity, to require the Governance Entity to:

(a) take into account any right permitted by any relevant law to defer the payment of any Tax; and/or

(b) take all steps the Crown may specify to respond to and/or contest any notice, notice of proposed adjustment or assessment for Tax, where expert legal tax advice indicates that it is reasonable to do so; and

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15: TAX

15.16.3 the Crown reserves the right:

- (a) to nominate and instruct counsel on behalf of the Governance Entity whenever it exercises its rights under clause 15.16.2; and
- (b) to recover from the Commissioner of Inland Revenue the amount of any Tax paid and subsequently held to be refundable.

RULINGS, APPLICATIONS

15.17 If the Crown requires, the Governance Entity will consult, and/or collaborate, with the Crown in the Crown's preparation (for the Crown, the Governance Entity and/or any other person) of an application for a non-binding or binding ruling from the Commissioner of Inland Revenue with respect to any part of the arrangements relating to the payment, credit or transfer of Tangible Redress.

DEFINITIONS AND INTERPRETATION

15.18 In this Part, unless the context requires otherwise:

Commercial Properties/Rights means:

- (a) those properties, interests, rights or assets over which the Crown gives the Governance Entity a right of first refusal under the RFR Deed;
- (b) the Total Allowable Commercial Catch or Quota over which the Crown gives the Governance Entity a right of first refusal under the Shellfish RFR Deed; and
- (c) the Tendered **SCA** Authorisations that the Governance Entity has a preferential right to purchase under clauses 12.14-12.18 and the Settlement Legislation;

gift duty includes any interest or penalty payable in respect of, or on account of, the late or non-payment of, any gift duty;

income tax includes any interest or penalty payable in respect of, or on account of, the late or non-payment of, any income tax;

indemnity payment means any indemnity payment made by the Crown under or for the purposes of this Part;

Other Properties/Rights means those properties, interests, rights or assets which are to be transferred to the Governance Entity, the particulars of which are specified in:

- (a) Parts 9, 10 and 11;
- (b) Part 12 (other than clauses 12.10-12.18);
- (c) clause 12.10, to the extent that clause relates to the grant of a right of first refusal to the Governance Entity;

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15: TAX

- (d) clause 12.15, to the extent that clause relates to granting the Governance Entity a preferential right to purchase Tendered SCA Authorisations;
- (e) clause 14.6, to the extent that that clause relates to the grant of a right of first refusal to the Governance Entity;

payment extends to the transfer or making available of cash amounts as well as to the transfer of non cash amounts (such as land);

references to the **payment, credit, transfer or receipt** of the Tangible Redress (or any equivalent wording) include a reference to the payment, credit, transfer or receipt of any part (or the applicable part) of the Tangible Redress;

Tangible Redress means:

- (a) the Balance of the Cash Settlement Amount;
- (b) the Commercial Redress Properties; and
- (c) the Other Properties/Rights; and

transfer includes recognising, creating, vesting, granting, licensing, leasing, or any other means by which the relevant properties, interests, rights or assets are disposed of or made available, or recognised as being available, to the Governance Entity.

16: CONDITIONS AND TERMINATION

THIS DEED AND THE SETTLEMENT ARE CONDITIONAL

16.1 This Deed, and the Settlement, are conditional on:

16.1.1 within six months after the Date of this Deed:

- (a) the Crown being satisfied that Ngāti Mutunga has established the Governance Entity in accordance with clause 3.4; and
- (b) the Governance Entity signing the Deed of Covenant; and

16.1.2 the Settlement Legislation coming into force within 24 months after the Date of this Deed.

DEED WITHOUT PREJUDICE UNTIL UNCONDITIONAL

16.2 This Deed, until it becomes unconditional:

16.2.1 is entered into on a “without prejudice” basis; and

16.2.2 in particular, may not be used as evidence in any proceedings before, or presented to, any Court, the Waitangi Tribunal, or any other judicial body or tribunal (except for proceedings concerning the interpretation and/or enforcement of this Deed).

SOME PROVISIONS NOT CONDITIONAL

16.3 Clauses 3.4-3.8, 4.1-4.3, 10.2, 10.3, 10.8, 10.9, 15.17, 16.1-16.6 and 17.6 of this Deed are (despite clause 16.1) binding from the Date of this Deed.

TERMINATION OF THIS DEED

16.4 Either Party may terminate this Deed, by Notice to the other Party, if:

16.4.1 clause 16.1.1 is not satisfied within six months after the Date of this Deed; or

16.4.2 clause 16.1.2 is not satisfied within 24 months after the Date of this Deed.

EFFECT OF NOTICE OF TERMINATION

16.5 If this Deed is terminated:

16.5.1 this Deed, and the Settlement, will be at an end; and

16.5.2 neither Party will have any rights or obligations under this Deed (except under the clause specified in clause 16.6).

NGĀTI MUTUNGA DEED OF SETTLEMENT

16: CONDITIONS AND TERMINATION

SOME RIGHTS AND OBLIGATIONS CONTINUE AFTER TERMINATION

- 16.6 The rights and obligations of the Parties under clause 16.2 continue if this Deed is terminated.

17: MISCELLANEOUS

INTEREST

17.1 The Crown will pay interest on the Balance of the Cash Settlement Amount from (and including) the Date of this Deed until (but excluding) the Settlement Date.

17.2 Interest under clause 17.1 will:

17.2.1 be calculated on each Calculation Date and will be at a rate, expressed as a percentage per annum, equal to the weighted average of the successful yield for 1 year treasury bills resulting from the treasury bill tender process that takes place during the week prior to each Calculation Date (or, if no such treasury bill rate is available, an equivalent rate);

17.2.2 not compound;

17.2.3 be paid to the Governance Entity on the Settlement Date; and

17.2.4 be subject to any Tax payable (and may be paid after any Tax required to be withheld) under any Tax Legislation.

17.3 In this Deed, unless the context requires otherwise:

17.3.1 **Anniversary Date** means the first Business Day after the expiry of each period of 12 months commencing on the Date of this Deed or the previous Anniversary Date (as the case may be); and

17.3.2 **Calculation Date** means:

(a) the Date of this Deed, in respect of the period commencing on the Date of this Deed and expiring on the date before the first Anniversary Date; and

(b) each Anniversary Date, in respect of the period commencing on the first Anniversary Date and expiring on the Settlement Date.

RULE AGAINST PERPETUITIES

17.4 The Settlement Legislation proposed by the Crown for introduction must provide that the rule against perpetuities, and any relevant provisions of the Perpetuities Act, will not:

17.4.1 if the Governance Entity is a trust (other than a charitable trust), prescribe or restrict the period during which the Governance Entity may:

(a) exist in law; or

(b) hold or deal with property (including income from property); and

17.4.2 apply to a document entered into to give effect to this Deed (including the Shellfish RFR Deed and the RFR Deed) if the application of that rule, or the provisions of that

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17: MISCELLANEOUS

Act, would otherwise make the document, or a right conferred by the document, invalid or ineffective.

NOTICES

17.5 The provisions of this clause apply to Notices under this Deed:

Notices to be signed

17.5.1 the Party giving a Notice must sign it;

Notices to be in writing

17.5.2 a Notice to a Party must be in writing addressed to that Party at that Party's address or facsimile number;

Addresses for notice

17.5.3 until any other address or facsimile number of a Party is given by Notice to the other Party, they are as follows:

Crown:

C/- The Solicitor-General
Crown Law Office
Level 10
Unisys House
56 The Terrace
(PO Box 2858)
WELLINGTON

Facsimile No: 04 473 3482

Ngāti Mutunga:

Ngāti Mutunga Iwi Authority
PDC Box 32
URENUI

Facsimile No: 06 752 3347

Delivery

17.5.4 delivery of a Notice may be made:

- (a) by hand;
- (b) by post with pre-paid postage; or
- (c) by facsimile;

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17: MISCELLANEOUS

Timing of delivery

17.5.5 a Notice delivered:

- (a) by hand will be treated as having been received at the time of delivery;
- (b) by pre-paid post will be treated as having been received on the second day after posting; or
- (c) by facsimile will be treated as having been received on the day of transmission; and

Deemed date of delivery

17.5.6 if a Notice is treated as having been received on a day that is not a Business Day, or after 5pm on a Business Day, that Notice will (despite clause 17.5.5) be treated as having been received the next Business Day.

AMENDMENT

17.6 This Deed may not be amended unless the amendment is in writing and signed by, or on behalf of, Ngāti Mutunga and the Crown.

ENTIRE AGREEMENT

17.7 This Deed:

17.7.1 constitutes the entire agreement between the Parties in relation to the matters referred to in it; and

17.7.2 supersedes all earlier negotiations, representations, warranties, understandings and agreements, whether oral or written, between Ngāti Mutunga, any Representative Entity or any Member of Ngāti Mutunga (separately, or in any combination) and the Crown relating to such matters (including the Terms of Negotiation and the Heads of Agreement but not Te Tiriti o Waitangi/the Treaty of Waitangi).

NO WAIVER

17.8 A failure, delay or indulgence by either Party in exercising a power or right under or arising from this Deed shall not operate as a waiver of that power or right.

17.9 A single, or partial, exercise of a power or right under or arising from this Deed shall not preclude further exercises of that power or right or the exercise of another power or right.

NO ASSIGNMENT

17.10 Except as expressly provided in this Deed or a document entered into under this Deed, neither Party may transfer or assign any rights or obligations under or arising from this Deed.

18: DEFINITIONS AND INTERPRETATION

DEFINITIONS

Terms defined by legislation

- 18.1 In this Deed, unless the context requires otherwise, the following terms have the meaning for that term given by the section of the legislation set opposite it below:

Term	Defining section
Artifact	section 2 Antiquities Act
Coastal Marine Area	section 2(1) Resource Management Act
Conservation Board	section 2(1) Conservation Act
Crown	section 2(1) Public Finance Act
Crown entity	section 7(1) Crown Entities Act 2004
Director-General	section 2(1) Conservation Act
Local Authority	section 2(1) Resource Management Act
New Zealand Geographic Board	section 3 New Zealand Geographic Board Act
New Zealand Historic Places Trust	section 38 Historic Places Act
Office of Parliament	section 2(1) Public Finance Act
Regional Council	section 2(1) Resource Management Act
Registrar-General of Land	section 4 Land Transfer Act
Resource Consent	section 87 Resource Management Act
Restricted Coastal Activity	section 2(1) Resource Management Act
State enterprise	section 2 State-Owned Enterprises Act
Territorial Authority	section 2(1) Local Government Act
Total Allowable Commercial Catch	section 2(1) Fisheries Act
Waitangi Tribunal	section 4 Treaty of Waitangi Act

Terms defined in this Deed

- 18.2 In this Deed, unless the context requires otherwise, the following terms have the meaning for that term given by the clause or part of this Deed set opposite that term below:

Term	Defining clause or part
Anniversary Date	17.3.1
Authorised Person	14.3.2
Balance of the Cash Settlement Amount	14.1.1
Calculation Date	17.3.2
Cash Settlement Amount	14.1.1
Consent Authority	11.11.1
Customary Rights	1.9
Deed of Covenant	3.5
Fisheries Regulatory Review	12.4.1
Governance Entity	3.4
Heads of Agreement	Background
Historical Claims	1.12-1.14
Interim Taranaki Report	Background
Land Area outside Taranaki	1.14.1

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18: DEFINITIONS AND INTERPRETATION

Land in New Zealand	1.14.2
Land Claims Statutory Protection	2.12.4
Leaseback Properties	14.4
Member of Ngāti Mutunga	1.10
Net Prohibition Proposal	12.4.2
Ngapapa Site	10.1.1
Ngāti Mutunga	1.5
Ngāti Mutunga Fisheries Advisory Committee	9.19.1
Ngāti Mutunga Tupuna	1.7
Ngā Uri o Ngā Tūpuna o Ngāti Mutunga	1.6
Nohoanga Site	11.4
Okoki Pā Historic Reserve	10.1.1
Okoki Pā Site	10.1.1
Okoki Pā Covenant	10.10.11
Onaero Domain Recreation Reserve	10.1.1
Onaero Site	10.1.1
Paua Commercial Catch Proposal	12.3.2
Permitted Undersized Tuna (eel) Catch	12.8.1
Prohibited Target Species	12.1
Prohibited Target Species Commercial Catch Proposal	12.3.1
Pukemiro Covenant	10.10.2
Pukemiro Site	10.1.1
Relevant Consent Authority	11.11.1
Representative Entity	1.11
RFR Deed	14.6
RFR Period	14.8.2
River	11.11.3
Settlement Transfer	14.2
Shellfish RFR Deed	12.10
Statements of Association	11.10.2
Taranaki Claims	Background
Tendered SCA Authorisations	12.14
Te Rau o Te Huia Pā Site	10.1.1
Te Urenui Pā Site	10.1.1
Te Urenui Pā Covenant	10.10.8
Terms of Negotiation	Background
Tuna (eel)	12.9.1
Undersized Tuna (eel)	12.9.2
Urenui Covenant	10.10.5
Urenui Domain Recreation Reserve	10.1.1
Urenui Site	10.1.1
Vested Recreation Reserve	10.1.29

Terms used in Part 15: Tax

18.3 Clause 15.18 defines certain terms used in Part 15: Tax.

Defined terms

18.4 In this Deed, unless the context requires otherwise:

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18: DEFINITIONS AND INTERPRETATION

Antiquities Protocol means the Protocol issued under clause 9.10 (as that Protocol may be amended under clause 9.16.1);

Antiquities Protocol Area means the area shown on the map attached to the Antiquities Protocol together with the adjacent waters;

Applicable Species has the same meaning as in the Shellfish RFR Deed (being the species referred to in schedule 1 to the Shellfish RFR Deed);

Area of Interest means the area identified in Schedule 4 as the area which Ngāti Mutunga identify as their area of interest;

Authorisation has the same meaning as in section 151 or section 165A, as the case may be, of the Resource Management Act;

Business Day means the period of 9am to 5pm on any day other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, and Waitangi Day;
- (b) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; and
- (c) the days observed as the anniversaries of the provinces of Wellington and Taranaki;

Commercial Redress Property means a property set out in Part 1 of the Commercial Redress Schedule;

Commercial Redress Schedule means Schedule 2;

Commercial Target Species means a target species for the purpose of commercial fishing operations;

Commissioner of Crown Lands means the Commissioner of Crown Lands appointed under section 24AA of the Land Act 1948;

Conservation Document means a national park management plan, conservation management strategy, or conservation management plan;

Conservation Legislation means the Conservation Act and the enactments listed under Schedule 1 to that Act;

Court, in relation to any matter, means a court having jurisdiction in relation to that matter in New Zealand;

Crown Agency means:

- (a) a Crown entity and includes the New Zealand Railways Corporation;

NGĀTI MUTUNGA DEED OF SETTLEMENT

18: DEFINITIONS AND INTERPRETATION

- (b) a State enterprise; or
- (c) any company or body, which is wholly-owned or controlled by:
 - (i) the Crown, a Crown entity or a State enterprise; or
 - (ii) a combination of the Crown, a Crown entity, Crown entities, a State enterprise or State enterprises,

and includes any subsidiary of, or related company to, any such company or body;

Crown Owned Mineral means a mineral (as that term is defined in section 2(1) of the Crown Minerals Act) that is the property of the Crown under sections 10 or 11 of the Crown Minerals Act or over which the Crown has jurisdiction under the Continental Shelf Act;

Cultural Redress means the Redress to be provided by the Crown in accordance with Parts 9, 10, 11 and 12;

Cultural Redress Property means a property described in Part 2 of the Cultural Redress Schedule;

Cultural Redress Schedule means Schedule 1;

Date of this Deed means the date this Deed is signed by the Parties;

Deed and Deed of Settlement means this Deed of Settlement, including the schedules to it;

Deed of Recognition means a deed of recognition entered into by the Crown under clause 11.19 or clause 11.20;

Department means a department or instrument of the Government, or a branch or division of the Government, but does not include a body corporate, or other legal entity, that has the power to contract, or an Office of Parliament;

Disclosure Information means, in respect of:

- (a) a Cultural Redress Property, the information provided by, or on behalf of, the Crown to Ngāti Mutunga as referred to in a letter from the Office of Treaty Settlements to Dion Tuuta, Chief Negotiator, Ngāti Mutunga dated 9 December 2004; and
- (b) a Commercial Redress Property, the information provided by, or on behalf of, the Crown to Ngāti Mutunga as referred to in a letter from the Office of Treaty Settlements to the Ngāti Mutunga Iwi Authority dated 17 June 2004;

DOC Protocol means the Protocol issued under clause 9.1 (as that Protocol may be amended under clause 9.16.1);

DOC Protocol Area means the area shown on the map attached to the DOC Protocol;

NGĀTI MUTUNGA DEED OF SETTLEMENT

18: DEFINITIONS AND INTERPRETATION

Effective Date means the date that is six months after the Settlement Date;

Eligible Member of Ngāti Mutunga means Ngā Uri o Ngā Tūpuna o Ngāti Mutunga aged 18 years or over on 13 July 2005 and registered on the register of members of Ngāti Mutunga kept by the Ngāti Mutunga Iwi Authority for the purpose of voting on this Deed;

Encumbrance means in respect of:

- (a) a Cultural Redress Property any lease, tenancy, licence to occupy, easement, covenant, or other right affecting that property and described in Part 2 of the Cultural Redress Schedule in relation to that property; and
- (b) a Commercial Redress Property, any lease, tenancy, licence to occupy, easement, covenant or other right affecting that property and described in Part 1 of the Commercial Redress Schedule in relation to that property;

Entity means a body corporate or an unincorporated body such as a trust;

Environment Court means the Court referred to in section 247 of the Resource Management Act;

Financial and Commercial Redress means the Redress to be provided by the Crown under Part 14;

Fisheries Protocol means the Protocol issued under clause 9.4 (as that Protocol may be amended under clause 9.16.1);

Fisheries Protocol Area means the area shown on the map attached to the Fisheries Protocol together with the adjacent waters;

GST means goods and services tax chargeable under the Goods and Services Tax Act and includes for the purposes of Part 15 any interest or penalty payable in respect of, or on account of, the late or non-payment of, any GST;

Land Holding Agency means, in relation to a Cultural Redress Property or a Commercial Redress Property, the Department that manages the relevant property;

Land Holding Agent means the Minister of the Crown responsible for the Department that manages an existing or proposed Nohoanga Site, or the Commissioner of Crown Lands, as the case may be;

LINZ means Land Information New Zealand;

LINZ Protocol means the Protocol issued under clause 9.13 (as that Protocol may be amended under clause 9.16.1);

LINZ Protocol Area means the area shown on the map attached to the LINZ Protocol;

NGĀTI MUTUNGA DEED OF SETTLEMENT

18: DEFINITIONS AND INTERPRETATION

Mandated Signatories means:

- (a) Dion Tuuta, Jamie Tuuta, Hurimoana (Paddy) Haami, Lewis Callaghan, Miriama Evans, Pikiteataarangi Tapara and Ewai Tuuta; or
- (b) on the deaths or incapacity of any one or more of those individuals, the remaining individuals or individual;

MED Protocol means a Protocol issued under clause 9.7 (or as that Protocol may be amended under clause 9.16.1);

MED Protocol Area means the area shown on the map attached to the MED Protocol together with the adjacent waters;

Memorials means resumptive memorials imposed on land under the State-Owned Enterprises Act, the New Zealand Railways Corporation Restructuring Act or the Education Act;

Minister means a Minister of the Crown;

Ngāti Mutunga Iwi Authority means the Ngāti Mutunga Iwi Authority Incorporated;

Nohoanga Entitlement means an entitlement over a Nohoanga Site granted to the Governance Entity under the provisions of the Settlement Legislation giving effect to clauses 11.6-11.8;

Notice means a notice in writing given under clause 17.5 and **Notify** has a corresponding meaning;

Parties means Ngāti Mutunga and the Crown;

Paua Fishery in the Fisheries Protocol Area means the fishery in the Fisheries Protocol Area of the species of paua named *haliotis iris*;

Protocol means a protocol issued under clauses 9.1-9.18 (as that Protocol may be amended under clause 9.16.1);

Quota means quota under the Fisheries Act;

Quota Management Area has the meaning set out in the Shellfish RFR Deed;

Quota Management System has the meaning set out in the Shellfish RFR Deed;

Redress means:

- (a) the acknowledgements and the apology given by the Crown under Part 8;
- (b) the Cultural Redress; and
- (c) the Financial and Commercial Redress;

NGĀTI MUTUNGA DEED OF SETTLEMENT

18: DEFINITIONS AND INTERPRETATION

Redress Value means, in respect of a Commercial Redress Property, the amount set out in Part 1 of the Commercial Redress Schedule as the Redress Value for that property;

RFR Area means the area of land within the boundary on SO 324322 and shown for the purposes of identification only on the map set out in schedule 3 to the RFR Deed;

RFR Property has the meaning set out in the RFR Deed;

Settlement means the settlement of the Historical Claims under this Deed and the Settlement Legislation;

Settlement Date means the date which is 20 Business Days after this Deed becomes unconditional;

Settlement Legislation means the bill referred to in Part 4 and, where the bill has become law, means, if the context requires, the Act resulting from the passing of that bill;

Shellfish RFR Area has the meaning set out in the Shellfish RFR Deed;

Specified Coastal Area has the same meaning as the Shellfish RFR Area;

Statutory Acknowledgement means the acknowledgement made by the Crown in the Settlement Legislation in relation to a Statutory Area on the terms set out in clauses 11.10-11.18;

Statutory Area means an area, described in Part 4 of the Cultural Redress Schedule. The SO Plans referred to in Parts 4, 5 and 6 of the Cultural Redress Schedule (copies of which are included in Schedule 6) are for the purposes of indicating the general location of the Statutory Areas and are not intended to establish the precise boundaries of the Statutory Areas;

Statutory Plans means regional policy statements, regional coastal plans, district plans, regional plans and proposed plans as defined in section 2(1) of the Resource Management Act and includes proposed policy statements referred to in the First Schedule to the Resource Management Act;

Taranaki Land District means the area of land shown on the map in Schedule 5;

Tax includes income tax, GST and gift duty;

Tax Legislation means any legislation that imposes or provides for the administration of Tax;

Te Tiriti o Waitangi/the Treaty of Waitangi has the same meaning as the term "Treaty" in section 2 of the Treaty of Waitangi Act;

Transferor Agency means, in respect of a Commercial Redress Property, the Department listed opposite that Commercial Redress Property in the column headed "Transferor Agency" in Part 1 of the Commercial Redress Schedule; and

NGĀTI MUTUNGA DEED OF SETTLEMENT

18: DEFINITIONS AND INTERPRETATION

Waterway means:

- (a) any lake, being a body of fresh water which is entirely or nearly surrounded by land, or a river, being a continually or intermittently flowing body of fresh water, and includes a stream and modified water course, but does not include any artificial water course (including an irrigation canal, water supply race, canal for the supply of water for electricity power generation, and farm drainage canal); and
- (b) coastal waters, including harbours.

REFERENCES TO LEGISLATION

18.5 In this Deed certain legislation is referred to without including the year of that legislation. The year of the legislation referred to is set out below:

Antiquities Act 1975
Arbitration Act 1996
Building Act 1991
Cadastral Survey Act 2002
Conservation Act 1987
Continental Shelf Act 1964
Crown Forest Assets Act 1989
Crown Minerals Act 1991
Crown Proceedings Act 1950
Education Act 1989
Fisheries Act 1996
Goods and Services Tax Act 1985
Historic Places Act 1993
Land Transfer Act 1952
Local Government Act 1974
Local Government (Rating) Act 2002
Maori Fisheries Act 2004
Maori Reserved Land Act 1955
Ministry of Agriculture and Fisheries (Restructuring) Act 1995
National Parks Act 1980
New Zealand Geographic Board Act 1946
Perpetuities Act 1964
Public Finance Act 1989
Reserves Act 1977
Resource Management Act 1991
State-Owned Enterprises Act 1986
Territorial Sea, Contiguous Zone, and Exclusive Economic Zone Act 1977
Treaty of Waitangi Act 1975
Treaty of Waitangi (Fisheries Claims) Settlement Act 1992
Wildlife Act 1953.

INTERPRETATION

18.6 In the interpretation of this Deed, unless the context otherwise requires:

- 18.6.1 headings appear as a matter of convenience and are not to affect the interpretation of this Deed;

NGĀTI MUTUNGA DEED OF SETTLEMENT

18: DEFINITIONS AND INTERPRETATION

- 18.6.2 defined terms appear in this Deed with capitalised initial letters and have the meanings given to them by this Deed;
- 18.6.3 the SO Plans referred to in Parts 2 and 3 of the Cultural Redress Schedule (copies of which are included in Schedule 6) are for the purpose of indicating the general locations of the Cultural Redress Properties and the Nohoanga Site and are not intended to establish their precise boundaries;
- 18.6.4 SO Plan 324322 (a copy of which is included in the RFR Deed) establishes the precise boundaries of the RFR Area;
- 18.6.5 where a word or expression is defined in this Deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
- 18.6.6 the singular includes the plural and vice versa;
- 18.6.7 words importing one gender include the other genders;
- 18.6.8 a reference to a Part, clause, Schedule or attachment is to a Part, clause, Schedule or attachment of or to this Deed;
- 18.6.9 a reference in a Schedule to a paragraph means a paragraph in that Schedule;
- 18.6.10 a reference to legislation includes a reference to that legislation as amended, consolidated or substituted;
- 18.6.11 a reference to a Party in this Deed, or in any other document or agreement under this Deed, includes that Party's permitted successors;
- 18.6.12 an agreement on the part of two or more persons binds each of them jointly and severally;
- 18.6.13 a reference to any document or agreement, including this Deed, includes a reference to that document or agreement as amended, novated or replaced from time to time;
- 18.6.14 a reference to a monetary amount is to New Zealand currency;
- 18.6.15 a reference to written or in writing includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form;
- 18.6.16 a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- 18.6.17 a reference to the Crown, or a Crown Agency, endeavouring to do something or to achieve some result means reasonable endeavours to do that thing or achieve that result but, in particular, does not oblige the Crown or the Government of New Zealand to propose for introduction any legislation, except where this Deed requires the Crown to introduce Settlement Legislation;

NGĀTI MUTUNGA DEED OF SETTLEMENT

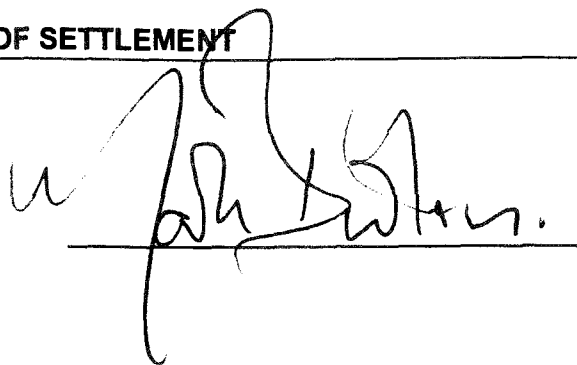
18: DEFINITIONS AND INTERPRETATION

- 18.6.18 where a clause includes a preamble, that preamble is intended to set out the background to, and intention of, the clause, but is not to affect the interpretation of the clause;
- 18.6.19 in the event of a conflict between a provision in the main body of this Deed (namely, any part of this Deed except the schedules or attachments) and the schedules or attachments, then the provision in the main body of this Deed prevails;
- 18.6.20 a reference to any document as set out in, or on the terms and conditions contained in, a schedule or attachment includes that document with such amendments as may be agreed in writing between Ngāti Mutunga and the Crown;
- 18.6.21 a reference to a date on or by which something must be done includes any other date that may be agreed in writing between Ngāti Mutunga and the Crown;
- 18.6.22 where something is required to be done by or on a day which is not a Business Day, that thing must be done on the next Business Day after that day;
- 18.6.23 a reference to time is to New Zealand time;
- 18.6.24 a reference to the Settlement Legislation including a provision set out in this Deed includes that provision with any amendment:
- (a) that is agreed in writing between Ngāti Mutunga and the Crown; and
 - (b) that results in a provision that is similar to that provided in this Deed and does not have a material adverse effect on either of the Parties;
- 18.6.25 a reference to a particular Minister of the Crown includes any Minister of the Crown who, under authority of any warrant or with the authority of the Prime Minister, is for the time being responsible for the administration of the relevant Act or matter; and
- 18.6.26 where the name of a reserve or other place is amended under this Deed, either the existing name or new name is used to mean that same reserve or other place.

NGĀTI MUTUNGA DEED OF SETTLEMENT

SIGNED as a deed on 31 July 2005

SIGNED for and on behalf of HER MAJESTY THE QUEEN in right of New Zealand by the Minister in Charge of Treaty of Waitangi Negotiations in the presence of:



WITNESS



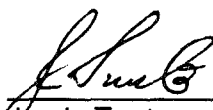
Name: Mita Ririnui

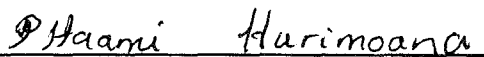
Occupation: M.P.

Address: TAURANGA.

SIGNED for and on behalf of NGĀTI MUTUNGA by the Mandated Signatories in the presence of:

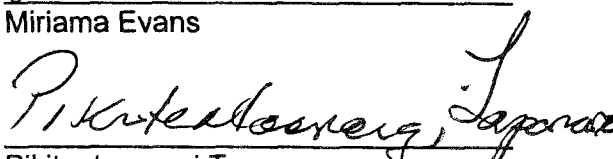

Dion Tuuta



Jamie Tuuta


Hurimoana (Paddy) Haami



Lewis Callaghan


Miriama Evans


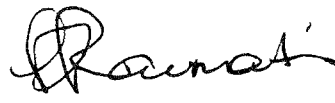

Pikiteataarangi Tapara


Ewai Tuuta

WITNESS


Name: Jean Isabelle Matukui
Occupation: Kaumatua
Address: Uenui

OTHER WITNESSES

 
Raman Te Harataua Tito

Waitakirangi Titō.
Corinne Rowe.
Graham Vellut

Levi Oxenham
Kyahn Hermans
Ngarong Phillipps - Simpson

Isabella Evans
Alan Tukemata Aodesde
Hireke Zygadlo-Phillips.

Hazel Pirkle
Tomoharu P. Omatani
Vicki Kersh.

Anna-Mary
Sabou

Martin fish