

**Ngā Hapū o Ngāti Ranginui**  
**and**  
**Trustees of the Ngā Hapū o Ngāti Ranginui Settlement Trust**  
**and**  
**THE CROWN**

---

**DEED OF SETTLEMENT OF  
HISTORICAL CLAIMS**

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**DATE 21 JUNE 2012**

*MD Hwa*

## DEED OF SETTLEMENT

### HE MAIMAI AROHA

*E rongo tonu ana ahau  
I te korokī a ngā manu  
I te ketekete a te pēpeke  
I te pūpuhi a te hau  
I te whirowhiro o ngā tai  
I te haruru o te moana  
I te wāwara a ngā rau  
I te mapu o te whenua  
E ōku pāpara  
E ōku hākuikui  
E hoki, hoki wairua mai rā e....*

He mōrikarika kei roto, he mōteatea kei taku manawa. Koutou mā kua piki ake i te ara whānui o Rehua, koutou mā i whakairohia mai o koutou tapuwae ki te whenua, koutou mā i tokotoko ake te whakaaro mō ngā whenua raupatu, nei rā te maimai aroha atu ki a koutou e ngaro tonu nei i te mata o te whenua.

He hokinga mahara, he hokinga whakaaro ki ngā koroua, ki ngā kuia, ki ngā pakeke, nā rātou te kākano i pihi, nā rātou nei te pihinga i māhuri mai, nā rātou nei te māhuritanga mai i kōhuretia ko tēnei kaupapa ko te raupatu.

Whātorotoro atu te ringa o Tamateaarikinui  
I te kōtihitihī o te maunga o Mauao  
Ka titiro atu ki ngā whenua nohonga  
E ko te mana o tana mokopuna  
o Tamateapokaiwhenua.

Today Ngāi Tamarāwaho, Ngāti Te Wai, Pirirākau, Ngāti Taka, Ngāti Hangarau, Wairoa hapū (including Ngāti Kahu, Ngāti Pango and Ngāti Rangī), Ngāti Ruahine and Ngāi Te Ahi descendants remember all those who fell at the Battles of Pukehinahina (Gate Pa) and Te Ranga in defence of their Papakāinga. We remember also those who suffered at the hands of the government's "scorched earth" and punishment of "unsurrendered rebels" policies enacted during the Bush Campaign of 1867.

We pay tribute to all those of our whānau who have passed on who have carried that legacy as they sought redress for the loss of their Papakāinga inheritance through "Raupatu". Despite the opposition faced and in spite of the trials and tribulations suffered in the preceding one hundred and forty seven (147) years, today we celebrate with them, the recognition by Government of their unlawful acts of Raupatu. Today is their day.

Kia maumahara mātau ki a rātou  
He hōnora he korōria ki tō tātou Matua nui i te rangi  
He maungarongo ki runga ki te whenua  
He whakaaro pai ki ngā tāngata katoa

**Tēnā koutou katoa**

*Nā Morehu Ngatoko Rahipere*



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### PURPOSE OF THIS DEED

This deed -

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

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**DEED OF SETTLEMENT**

**THIS DEED** is made between

**Ngā Hapū o Ngāti Ranginui**

and

**Trustees of the Ngā Hapū o Ngāti Ranginui Settlement Trust**

and

**THE CROWN**



**PEPEHA**

Ko Mauao te Maunga

Ko Te Awanui te Moana

Ko Tākitimu te Waka

Ko Ngāti Ranginui te Iwi

Ko Tamatea Arikinui te Tangata

Ko Te Pirirākau, Ngāti Kahu, Ngāti Rangi, Ngāti Pango, Ngāti Hangarau, Ngāi Tamarāwaho, Ngāi Te Ahi, Ngāti Ruahine, Ngāti Taka, Ngāti Te Wai, ngā hapū morehu o Ngāti Ranginui i whakapiri nei i runga i te karanga o te kaupapa.

Ko Tuāpiro, ko Tāwhitinui, ko Paparoa, ko Poutūterangi, ko Tūtereinga, ko Te Wairoa, ko Hangarau, ko Hūria, ko Waimapu, ko Hairini, ngā marae maha o Ngāti Ranginui i tēnei wā.

**Mihimihi**

**Te karakia a Ruawharo (Tohunga o Takitimu Waka)**

Tū mai awa, tū mai moana  
Ko koe takahia noa tia e au  
Tupe au nuku, tupe au rangi  
Whati ki runga, whati ki raro  
Urumārangaranga  
Pērā hoki rā taku manu-nui nā Tāne  
Ka tatau atu ki roto o Nuku-ngaere  
Maia whiwhia, maia rawea  
Maia whakatakaia  
Ka taka te huki rawea  
Koro i runga, koro i raro  
Koro i Tawhirimatea  
Ki korā hoki koe tū mai ai  
Ka hura te Tamatea nunui  
Ka hura te Tamatea roroa  
Te kauaka nuku, te kauaka rangi  
Te aio nuku te aio rangi  
Te kura mai hukihuki  
Te kawē au tētere  
Kawē au nuku kawē au tai  
Oi! Tūmatakōkiritia  
Hoatu waka ki uta  
Hoatu waka ki tai  
Ngaru hinga atu, ngaru hinga mai  
Kei runga te mata wāhine  
Kei raro te mata tāne  
Huki nawenawe  
Tēnei te waka ka whakairia  
Ko Takitimu te waka e  
Ko Tamateārikinui te tangata  
Ko te Awhiorangi te toki  
Ko Te Rāpana-i-te-ata-ā-nuku te hoe  
Tihei mauri ora!

**Te Uruuruwhenua o Tamatea  
Arikinui**

Tihei uri uri  
Tihei nako nako  
Ka tu, ka tu te Rangi e tu nei  
Ka tau, ka tau te papa e takoto nei  
Ka tau te mātuku mai i Rarotonga  
Koia rukuhiā manawa pou roto  
Koia rukuhiā manawa pou waho  
Whakatina kia tina  
Te More i Hawaiki, e pūpū ana hoki,  
e wawao ana hoki  
Tarewa tū ki te rangi  
Aue ka eke, eke Pānuku, eke  
Tangaroa  
Whano, whano, homai mai te toki  
Haumi e, hui e taiki e.



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E ngā mana, e ngā reo, e rau rangatira mā o ngā nohoanga tapu o tēna marae o tēna marae, huri noa i te motu, tēnei te mihi atu kia koutou katoa, tēnā koutou, tēnā koutou, tēnā koutou katoa.

Whai korōria ki te Atua, nāna nei te tīmatanga me whakaotinga o ngā mea katoa.

Ka tika me mihi aroha atu ki te tini me te mano kua huri i tua o paerau i runga i te komuri aroha.

Ka tukuna atu ngā mihi ki tō tātou Kīngi Māori a Tūheitia e noho nei i runga i te ahurewa tapu o ōna mātua tūpuna. Ka mihi atu ki tona hoa rangatira Te Atawhai me a rāua tamariki otirā te whare kāhui ariki whānui tonu. Rire rire hau pai marire. E papaki kau ana ngā tai ki Mauao, ka pō, ka ao, ka awatea.

### **Tākitimu te waka**

The Tākitimu is the ancestral waka of Ngāti Ranginui. Ngāti Ranginui traditions retell the story of the waka being constructed from a log called Puwhenua and the many preparations that were required to undertake a journey to Aotearoa in the wake of the early explorer Kupe.

The Tākitimu waka captained by Tamatea Arikinui arrived at Tauranga. At Mauao he conducted the rituals and ceremonies of arrival and opening up the land for habitation. Part of these ceremonies was the ururuwhenua rite which is recited on marae to this day. He and his family settled the Tauranga area, building residences at Maunganui, Kāwhainui (Mangatawa) and Papāmoa.

Ngāti Ranginui descend from Tamatea Arikinui. Tamatea married two wives who were sisters, these being Iwipupu and Ihuparapara. From Ihuparapara came Ranginui. Ranginui in turn had two wives Urutomo and Kurapori and from their union formed the many branches of Ngāti Ranginui.

Over many generations these ancestors and their descendants established villages, fortifications, burial grounds, fishing areas and forest harvesting places. The expansion and contraction of tribal districts was the norm as a result of seasonal changes, resource use, political upheaval and alliances, battles and war. Many others also came to live in Tauranga and today we see the diverse mixture of descent from Tākitimu ancestors, alliances and marriages with early and more recent arrivals that makes Ngāti Ranginui unique and proud.

### **Te Kīngitanga**

From the establishment of Te Kīngitanga in 1858, Ngāti Ranginui has supported this movement and its political, religious and cultural objectives. This support continues today with annual poukai held on Ranginui marae and attendance at the Coronation and other important events. The allegiance with the Kīngitanga and Waikato reflects the special kinship links between hapū, political alliances and the legacy the iwi share as 'Raupatu' people.

### **Te Puāwaitanga o Ngāti Ranginui**

In recent decades Ngāti Ranginui people have been rejuvenated through the dedication of leaders who have given reason to be proud of Ngāti Ranginui as a people and as an Iwi. The establishment of a rūnanga and the continued dedication of leaders to bring light to the

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injustices of 'Raupatu' and its manifestations, mai te Pō ki te Ao Mārama, has led this generation to its most significant accomplishment so far.

Te Haka a Ngāti Ranginui below reflects the rejuvenation of the iwi and its outlook to the future, which acknowledges the past, sets a platform for the future and strives to reach the great heights of prosperity.

### Te Haka a Ngāti Ranginui

I te ngaro i te ngaro a Ranginui e Ka kitea ka kitea ka kitea	<i>Our tribe of Ngāti Ranginui was lost But now we are seen</i>
I te ngaro i te ngaro a Ranginui e Ka kitea ka kitea ka kitea Ranginui e ngunguru nei Au au aue ha Ranginui e ngunguru nei Au au aue ha I ahaha	<i>Our tribe of Ngāti Ranginui was lost But now we are seen Listen to the call of Ngāti Ranginui We are here we are here Listen to the call of Ngāti Ranginui We are here we are here</i>
Ka tataki mai te whare o nga ture ka whiria Kss aue kss aue kss aue Ringa ringa i torona kei waho hokimai Haere mai tonu nga iwi ki runga i te upoko hau Ki te Pā Marangai I te puehutanga mai o te uru I ahaha	<i>We will establish ourselves by the courts of law We will we will we will By our own hands we will accomplish this We welcome all peoples upon the headwinds To our home which has been heavily burdened And blown by dust of the westwind But wait</i>
Kei whakarauri ki Tauranga ki te whare o Ngā manuhiri uhia mai ra Uhia ma i te rau o te aroha Ki te unahi a te ika a Ranginui e tu ake nei He atua, he tangata, he atua, he tangata Kss aue kss aue kss aue	<i>Let us assemble in Tauranga to house our Visitors and friends that we may cover Ourselves with the cloak of love and peace That we may gather together like the scales of the prized fish caught by Ranginui He is a god, he is a man, he is a God and a man We shout praises with one accord</i>

## 1 BACKGROUND

### CLAIMS BEFORE THE WAITANGI TRIBUNAL

- 1.1 Treaty of Waitangi claims brought by Ngāti Ranginui were heard by the Waitangi Tribunal in the following inquiries:
  - 1.1.1 The Tauranga Moana Inquiry, Stage One, which was reported in *Te Raupatu o Tauranga Moana: Report on the Tauranga Confiscation Claims* (2004):
  - 1.1.2 The Tauranga Moana Inquiry, Stage Two, which was reported in *Tauranga Moana 1886-2006: Report on the Post-Raupatu Claims* (2010).

### NEGOTIATIONS

- 1.2 Ngā Hapū o Ngāti Ranginui gave the mandated negotiators, Te Roopu Whakamana o Ngā Hapū o Ngāti Ranginui, a mandate to negotiate a deed of settlement with the Crown.
- 1.3 The Crown recognised the mandate on 7 April 2008.
- 1.4 The mandated negotiators and the Crown -
  - 1.4.1 by terms of negotiation dated 27 September 2008, agreed the scope, objectives, and general procedures for the negotiations; and
  - 1.4.2 by way of statement of position dated 21 December 2011, agreed, in principle, that Ngā Hapū o Ngāti Ranginui and the Crown were willing to enter into a deed of settlement on the basis set out in the statement of position; and
  - 1.4.3 since the statement of position, have -
    - (a) had extensive negotiations conducted in good faith; and
    - (b) negotiated and initialled a deed of settlement.
- 1.5 Ngā Hapū o Ngāti Ranginui, Ngāi Te Rangi and Ngāti Pūkenga entered into a collective negotiations arrangement with one another in 2010 in order to negotiate collective redress and became known as the Tauranga Moana Iwi Collective (**TMIC**).
- 1.6 On 15 December 2010 TMIC were advised of the Crown's negotiation parameters in relation to TMIC.
- 1.7 The redress in respect of each individual iwi comprising TMIC is to be set out in their respective individual deeds of settlement and insofar as their collective interests are concerned, in the Collective Deed.

## DEED OF SETTLEMENT

### 1. BACKGROUND

#### RATIFICATION AND APPROVALS

- 1.8 Ngā Hapū o Ngāti Ranginui have, since the initialling of the deed of settlement, by a majority of -
- 1.8.1 86.97%, ratified this deed and approved its signing on their behalf by the trustees of the governance entity; and
  - 1.8.2 90.33%, approved the governance entity receiving the redress.
- 1.9 The majority referred to in clause 1.8 is of valid votes cast in a ballot by eligible members of Ngā Hapū o Ngāti Ranginui.
- 1.10 The governance entity approved entering into, and complying with, this deed by resolution on 20 June 2012.
- 1.11 The Crown is satisfied –
- 1.11.1 with the ratification and approvals of Ngā Hapū o Ngāti Ranginui referred to in clause 1.8; and
  - 1.11.2 with the governance entity's approval referred to in clause 1.10; and
  - 1.11.3 the governance entity is appropriate to receive the redress.

#### AGREEMENT

- 1.12 Therefore, the parties -
- 1.12.1 in a spirit of co-operation and compromise wish to enter, in good faith, into this deed settling the historical claims; and
  - 1.12.2 agree and acknowledge as provided in this deed.

## 2 HISTORICAL ACCOUNT

- 2.1 The Crown's acknowledgement and apology to Ngā Hapū o Ngāti Ranginui in part 3 are based on this historical account.

### INTRODUCTION

- 2.2 Ngāti Ranginui traditionally occupied the shores of Tauranga Moana. Today Ngāti Ranginui comprises Ngāti Te Wai, Pirirākau, Ngāti Taka, Wairoa hapū (Ngāti Rangī, Ngāti Pango, Ngāti Kahu), Ngāti Hangarau, Ngāi Tamarāwaho, Ngāi Te Ahi and Ngāti Ruahine.

### EARLY CONTACTS

- 2.3 For the hapū of Ngāti Ranginui the period 1830-1864, when Pākehā began to regularly visit and occupy, was a time of opportunity. From 1830 traders such as Bidois, Borell and Poitier arrived in the Tauranga district and married into Ngāti Ranginui communities. Their names remain prominent in Ngāti Ranginui today. The hapū of Ngāti Ranginui capitalised on the new opportunities the traders presented, trading dressed flax for muskets, powder, blankets, tobacco, and other goods.
- 2.4 As the flax industry declined the focus of Ngāti Ranginui trade shifted to the supplying of pigs, wheat, potatoes, corn and onions. By the 1850s Māori at Tauranga were raising funds to construct flour mills. Ngāti Hangarau operated their own trading ship. Trading vessels named "Highlander" and "Te Paea" had connections to Ngāi Te Ahi. By the early 1860s, Tauranga Māori had become an integral part of trade in the wider Auckland region.
- 2.5 In 1834, the Church Missionary Society (CMS) established a mission station at Te Papa that was abandoned in 1836 due to inter-iwi warfare. By January 1838 the CMS had reoccupied the mission station at Te Papa and sought to purchase the land on which it stood. In late October 1838 the CMS and local rangatira reached an agreement about this land. In January 1839, the CMS negotiated the purchase of the remainder of Te Papa peninsula. A deed was finalised on 30 March 1839. Among the 28 names were those of Tahu and Te Kaponga of Ngāi Tamarāwaho. No other Ngāti Ranginui leaders signed the deed.
- 2.6 Shortly after the transaction many other Tauranga Māori protested that their interests were not acknowledged in the transaction or that they received no payment. Protests over this sale continued for some years, further payments were made by Brown and some Māori occupied parts of the block, often with Brown's support.

### THE TREATY OF WAITANGI AND THE EARLY CROWN RELATIONSHIP

- 2.7 Captain William Hobson arrived in New Zealand on 29 January 1840. He had been instructed by the British Government to negotiate the cession of sovereignty by Māori to the Crown. Hobson aimed to achieve this goal through the signing of a treaty. On 6 February 1840 the Treaty was signed at Waitangi. In April 1840 a copy of the Treaty was sent to the mission station at Te Papa with a request for the missionary staff to procure the signatures of the leading chiefs of the district. Te Pōhoi Te Tahatika was

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### 2. HISTORICAL ACCOUNT

one of 21 Tauranga rangatira who chose to sign the Treaty. Other Ngāti Ranginui leaders chose not to sign.

- 2.8 In 1840 the Crown established a Land Claims Commission to investigate the validity of pre-Treaty land transactions. The Commission's investigations were limited. Transactions were assessed to see whether they had been completed prior to the Treaty of Waitangi, whether those Māori identified as party to the transaction supported it, and whether the price paid was sufficient.
- 2.9 Crown grants assigned absolute ownership to individuals with freedom to alienate the land and its resources. The grants replaced any arrangements which Māori and Pākehā made at the time of the transaction. While the Land Claims Commission could consider the impact of any ongoing arrangements particularly where they might invalidate the claim, it was not set up to determine customary ownership of any lands transacted. Māori could protest against the findings of the Commission to Crown officials. However, the Crown did not provide a formal mechanism for Māori to appeal decisions if they believed their interests had not been recognised.
- 2.10 In July 1844 the Commission investigated the CMS purchases at Te Papa. The Commission recommended that the CMS be granted all the land described in the two deeds, estimated at 1,030 acres. The Crown accepted the Commission's recommendation and granted this land to the CMS. In July 1851 the land was surveyed and found to contain 1,333 acres.
- 2.11 Some Ngāti Ranginui leaders had not been party to the transaction with the CMS. Ngāti Ranginui contend that the CMS acquisitions of Te Papa lands were customary land transactions rather than full and final sales. Ngāti Ranginui leaders who signed the deeds had an expectation of continuing benefits from the use of the land by the CMS and intended to allow the missionaries only conditional rights of occupation. However, Ngāti Ranginui interests and any arrangements regarding on-going use of the block were permanently lost as a result of the Crown's award to the CMS.

#### NGĀTI RANGINUI, KĪNGITANGA, AND THE WAR IN WAIKATO

- 2.12 In the 1850s expanding European settlement and increasing pressure for land throughout New Zealand began to impact on the relationship between Māori and the Crown. As the settler community grew so did their political and economic power and the demand for land. Many Māori feared being subordinated to the power of the settlers. These concerns, amongst others, gave rise to the King movement or Kīngitanga.
- 2.13 Ngāti Ranginui saw the Kīngitanga as a means of protecting themselves against the encroachments of colonisation and the loss of land. Oral traditions record that Paraone Koikoi of Ngāi Tamarāwaho and other leaders of Ngāti Ranginui participated in the selection of the appropriate candidate to take on the mantle of the King. A King was selected in 1858. The lands of Ngāi Tamarāwaho were placed under the King's protection. Pirirākau, who had strong links to the 'kingmaker' Wiremu Tamihana and his iwi, were also early supporters of Kīngitanga as were Ngāti Hangarau. Ngāti Ranginui hapū viewed their identity and mana as being strengthened under the Kīngitanga.

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### 2. HISTORICAL ACCOUNT

- 2.14 Many in the Government viewed Kīngitanga as posing a threat to their authority and as a land league which could slow the acquisition of Māori land. In 1860 a dispute between the Crown and Taranaki Māori over the Pekapeka block at Waitara brought these tensions to a head. War was the ultimate result and Kīngitanga chose to support the Taranaki iwi. Several Ngāti Ranginui hapū participated in these battles. The involvement of Ngāi Tamarāwaho is preserved in family names such as Waitara, Parihaka and Taranaki. Ngāti Ruahine recall that a chief transported weapons and ammunition to their Taranaki allies and was given the name "Taranaki" in return.
- 2.15 A ceasefire was agreed in March 1861 but many of the tensions which had caused the conflict remained. On 12 July 1863 Crown forces crossed the Mangatāwhiri stream, invading Kīngitanga territory and initiating the war in the Waikato. Ngāti Ranginui recall that all of the hapū of Ngāti Ranginui showed their allegiance to Kīngitanga by sending warriors there to fight against the Crown. A Crown official reported that Ngāi Tamarāwaho sent 18 men; Ngāti Hangarau sent 19 men; Pirirākau sent 23 men; Ngāi Te Ahi sent 16 men; and Ngāti Ruahine sent 3 men. Some 30 men from Wairoa hapū were also sent. Those fighting against the Crown were also supported by the provision of food and resources from Tauranga.
- 2.16 Ngāti Ranginui hapū were involved in various engagements of the war. Pirirākau were involved in a number of skirmishes against Crown forces in the Hunua and Wairoa Ranges. Tauranga Māori fought Crown forces at Meremere in November 1863.

#### THE BATTLE AT PUKEHINAHINA (GATE PĀ)

- 2.17 In October 1863 Ministers of the Crown considered Tauranga as part of a wider plan "for the future security of the settlers and the permanent preservation of peace". At this time they proposed that a line representing the frontier be drawn irregularly "from Raglan on the West Coast, to Tauranga, on the East". North of this line would be a "tract of country to be settled so as to form a barrier for the rest of the Province against incursions from the South". This tract of land would include a 'branch' down to Tauranga. The proposal took in the best fertile flat country of the Waikato, together with the natural harbour at Tauranga while avoiding the densely wooded hill country of the Kaimai Ranges. Although his plan was never implemented it showed that Ministers of the Crown saw Tauranga as land that should be settled by Europeans.
- 2.18 On 19 January 1864 the Crown decided to send troops to Tauranga. Local missionaries had advised that Tauranga was peaceable but the Crown viewed many Tauranga Māori as Kīngitanga supporters. The Premier Frederick Whitaker stated that "all the Natives of the west side of the harbour" were "decided enemies" of the Crown. Tauranga was also on the route by which Kīngitanga supporters from the East Coast could make their way to the war in Waikato.
- 2.19 Crown troops landed at Tauranga on 21 January 1864 and occupied the CMS station at Te Papa. Two redoubts were soon constructed adjacent to the mission. When news reached those Tauranga Māori in the Waikato that soldiers were now occupying their lands, they quickly returned to defend their whenua.
- 2.20 The occupation of Te Papa by Crown troops created great concern amongst Ngāti Ranginui. On 23 February 1864, Tīmoti Tutauanui, of Ngāi Te Ahi, sent a letter to the military camp asking:

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### 2. HISTORICAL ACCOUNT

What is the meaning of the coming of the Englishmen to my place? Friends give heed, the nerves of my children have received a shock, they have retreated from before the soldiers... Cease to come upon my piece of land.

- 2.21 In response to the arrival of Crown forces Ngāti Ranginui prepared for war, fortifying old pā in their rohe and issuing challenges to Crown troops.
- 2.22 On 28 March 1864 Terea Puimānuka of Ngāti Hangarau, Timoti Tutauanui of Ngāi Te Ahi, and other Tauranga rangatira wrote to the commander of the Crown forces on behalf of "all the Catholics at Tauranga" stating the rules of engagement they intended to follow in the anticipated battle. These rules were that any wounded prisoners who surrendered their weapons would not be harmed, that unarmed men would not be attacked, and that churches would be respected as places of refuge.
- 2.23 Crown reinforcements arrived towards the end of April, increasing the total Crown force to 1,700 men. On 29 April 1864 Crown military forces attacked Pukehinahina (Gate Pā), a fortification located within Ngāti Ranginui's rohe. The assault opened with a heavy artillery bombardment. However, Tauranga Māori had been preparing the pā for some time and its intricate defences were still intact when Crown infantry stormed the pā. The assaulting Crown force was heavily defeated, suffering more than one hundred casualties.
- 2.24 Ngāti Ranginui recall that all hapū participated in this battle. The intricate defences were the work of the Ngāti Rangi chief, Pene Taka. The Pirirākau chief Rāwiri Tangitu held a high command. Timoti, a leading chief of Ngāi Te Ahi, also fought at Pukehinahina. Ngāi Tamarāwaho fought under their chief Paraone Koikoi. Ngāti Hangarau were at Pukehinahina under the leaders Kereti and Terea Puhimanuka. Those of Ngāti Taka involved in the fighting included Tarewa, daughter of their leading chief Maungapōhatu, and her two children Te Pōhoi Te Tahatika and Karanama. Oral traditions of Ngāti Ruahine and Ngāti Te Wai record that these hapū also had warriors at Pukehinahina.
- 2.25 Although the battle was a victory for Tauranga Māori they also suffered many casualties. An estimated 25 Māori were killed at Pukehinahina. Ihakara, the eldest son of Paraone Koikoi, was the first person killed. Tradition records that he was shot whilst standing on a palisade reciting a karakia. Taipaku Nikorima of Ngāi Tamarāwaho was shot in the leg. Pōmare, Timoti and Whakatana Eru of Ngāi Te Ahi were recorded amongst the severely wounded. Ngāi Te Ahi recall that Hone Makarauri was also severely wounded.
- 2.26 The rules of engagement set down by the Tauranga Moana Catholics prior to the battle appear to have been followed. Heni Te Kirikaramu gave water to wounded troops. Te Auetu, a young girl of Ngāi Tamarāwaho and Wairoa rescued three wounded soldiers. Two she took on horseback to a field hospital. The third, David Hall, she took home, nursed, and later married.
- 2.27 Following their victory at Pukehinahina the Kīngitanga forces were greatly strengthened by the arrival of allies from neighbouring districts. At the behest of Te Ua Maungapōhatu, some members of Ngāti Ranginui who had withdrawn to Okauia returned to aid in the continuing conflict. The Crown sent its own reinforcements. Some 300 military settlers from Waikato arrived in Tauranga on 14 June.



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#### THE BATTLE AT TE RANGA

- 2.28 Kīngitanga forces began preparing a fortified site at Te Ranga, further inland from Pukehinahina. Te Ranga was within the rohe of Ngāti Ranginui hapū. Ngāti Ranginui oral accounts record that the location of the partially completed pā was revealed by scouts in the employ of the Crown. On 21 June 1864, Crown forces surprised and attacked the defenders. A number of key Kīngitanga leaders were killed. Crown casualties were comparatively low with nine dead and 39 wounded. Estimates of the number of Māori killed at Te Ranga range from less than 70 to more than 100.
- 2.29 Te Pōhoi Te Tahatika of Ngāti Taka fought at Te Ranga. Ngāi Te Ahi lost much of its male leadership including Tīmoti Tutauanui, one of the authors of the 'rules of engagement' letter. The loss of Ngāti Hangarau men is recorded in the lament written for Te Kereti by his wife. Ngāi Tamarāwaho tradition records that a tupuna was run through with a sword and died a week later when the sword was finally removed. According to Ngāti Ranginui oral tradition a number of families were present at Te Ranga and insisted on staying when fighting commenced. The family of leading Ngāi Tamarāwaho chief Paraone Koikoi was one of those present during the battle. These traditions record that families died there.
- 2.30 Some Ngāti Ranginui surrendered in the weeks following the battle. Six men of Ngāti Hangarau, five of Pirirākau, two of Ngāti Rangī, one of Ngāti Kahu, and fourteen of Ngāi Tamarāwaho surrendered arms in July. However, many Ngāti Ranginui refused to surrender. They and their families made their way to inland bush settlements. Ngāi Tamarāwaho went to Akeake and Taumata via Tangiroimata. Ngāti Ranginui recall that Ngāti Hangarau went to Paengaroa and Wharetangata, Ngāi Te Ahi and Ngāti Ruahine at Oropi, Ngāti Kahu, Ngāti Pango and Ngāti Rangī at Poripori, Kaimai and Te Irihanga, and Pirirākau and Ngāti Taka at Whakamārama.

#### THE TAURANGA CONFISCATION

- 2.31 The New Zealand Settlements Act 1863 provided the legal framework for the confiscation of Māori land at Tauranga. This Act sought to take punitive action against any Māori who had taken up arms or supported those involved in armed resistance against the Crown. The Governor in Council was able to proclaim confiscation districts and the land in these districts could be used for military settlements. The Act also allowed for the return of land to Māori considered not to have been in rebellion.
- 2.32 On 5 and 6 August 1864 Governor Grey and other Crown officials held what became known as the 'Pacification Hui' at Te Papa during which the Crown made arrangements to confiscate land in Tauranga. Many Tauranga Māori who had survived Pukehinahina and Te Ranga were absent from this meeting including Pirirākau. Ngāti Ranginui tradition records that although a few individuals of Ngāti Ranginui hapū were in attendance they were not there as representatives of their hapū.
- 2.33 Those assembled were asked to point out the boundaries of their land. The Governor promised the Crown would only retain one quarter of the area proclaimed. The area retained by the Crown became known as the confiscated block. Neither the Governor nor the Crown officials present specified where this was to be located. Those Māori present at the pacification hui were unable to agree on the location of this land and left it to the Governor to decide. The Crown chose the Waimapu-Wairoa area adjacent to the CMS block at Te Papa as the location for the 50,000 acre confiscated block. This

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decision saw the permanent loss of land fall most heavily on the hapū of Ngāti Ranginui. On 16 August 1864, Grey issued a proclamation giving Tauranga Māori 21 days to surrender their arms in order to qualify for the return of any lands.

- 2.34 The Crown proclaimed a confiscation district covering approximately 214,000 acres of land at Tauranga through an Order in Council issued in May 1865. Doubts were later raised over whether this Order in Council had, as intended, extinguished Māori customary title in the entire district. The Tauranga District Lands Act 1867 retrospectively validated the Order in Council and declared that the whole district was "set apart reserved and taken under the New Zealand Settlements Act 1863".
- 2.35 The 1865 Order in Council also left out some of the land that the Crown had intended to include in the confiscation district. Initial surveys of the 50,000 acre confiscated block also indicated that parts of it fell outside of the boundaries described in the original order. The Crown addressed these issues through the Tauranga District Lands Act 1868 which altered the boundaries of the Tauranga confiscation district, increasing the area to 290,000 acres.

#### TE PUNA – KATIKATI PURCHASE

- 2.36 During August 1864 the Crown organised a purchase of lands at Te Puna and Katikati with a group of chiefs from another Tauranga iwi. This land lay within the boundaries of what became the Tauranga confiscation district in 1865, and represented a large proportion of the land which was to be returned to Tauranga Māori. Negotiations commenced in Tauranga but were concluded in Auckland. On 26 August 1864 the Crown initiated the purchase of Te Puna and Katikati blocks with an initial payment of £1,000. At the time of the purchase it was estimated that these blocks contained 90,000 acres of land. A more recent estimate gave the area as 93,188 acres.
- 2.37 No Ngāti Ranginui leaders were involved in the decision to sell Te Puna and Katikati to the Crown. The Crown acquired land in which the Ngāti Te Wai and Pirirākau hapū of Ngāti Ranginui held interests without involving them in the negotiations. Pirirākau were later given £100 from the initial payment of £1,000 by those that received the payment. Pirirākau did not view this payment as extinguishing their claims to Te Puna-Katikati as it was not paid to them by the Crown.
- 2.38 The Crown arranged hui at Tauranga during June and July 1866 to inquire into the claims of a number of interested iwi and hapū that, like Ngāti Ranginui hapū, had not been included in the purchase negotiations. A majority of the Pirirākau representatives quickly left the meeting after another iwi disputed a significant proportion of their claims. The claims advanced by Te Ua Maungapohatu of Ngāti Ranginui to coastal land between Wairoa and Waipapa were accepted by another iwi attending the meeting.
- 2.39 In October 1866 the Crown returned to Tauranga to finalise payments for Te Puna-Katikati. The Crown made further payments of £6,000 for Te Puna block and £700 for the Katikati block and agreed to reserve 6,000 acres of land along the harbour and 1,000 acres of land elsewhere in the blocks for Māori. Ngāti Ranginui hapū were almost completely excluded from this agreement. Only Te Ua Maungapohatu was party to some of the arrangements and signed the deed.

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- 2.40 In May 1871 Pirirākau received a share with other hapū of £471 for their interests in Te Puna-Katikati block. The Crown paid this money after years of resistance by Pirirākau and others to the Crown's attempts to finalise the purchase of this land.

#### THE BUSH CAMPAIGN AND SUBSEQUENT RESISTANCE

- 2.41 Ngāti Ranginui hapū strongly resisted the Crown's confiscation of land and Te Puna-Katikati purchase. In September 1866 a Pirirākau runanga decided to stop all surveys west of the Wairoa River. They stated that the land belonged to them, that they were not parties to the Tauranga surrender, and that other Tauranga iwi had no right to cede their territory. On 17 September 1866, a group of Pirirākau obstructed the survey of the confiscated block, taking the surveyor's instruments.
- 2.42 The survey of the land between the Waimapu and Wairoa rivers, which was to be retained by the Crown as the confiscation block, showed the area contained 40,800 acres. More land was required to make up the 50,000 acres being retained by the Crown. It was proposed that an area of land between the Wairoa and Te Puna rivers containing 14,200 acres be added to the confiscated block, of which 5000 acres would be returned to Māori.
- 2.43 The Crown discussed the extension of the confiscated block with some Tauranga Māori in November 1866. An arrangement was made to include the land on the western side of the Wairoa River. This land was claimed by Ngāti Ranginui hapū, in particular, Pirirākau. The Crown promised to return any land in the block which was in excess of the 50,000 acres required. Most Pirirākau declined the several invitations to attend a meeting with Crown officials. Only Te Ua Maungapohatu gave his consent to the arrangements in return for a reserve of 300 acres for himself and his people at Epeha and Waikaraka.
- 2.44 On 6 November 1866 the Crown informed Pirirākau that the confiscated block and Te Puna-Katikati purchase had been settled and advised them to abandon their claim to the confiscated area. Pirirākau rejected this declaring that the Crown "shall not have the land between Te Wairoa and Waipapa" and warning that if surveyors came onto the land their surveying instruments would be taken.
- 2.45 Crown officials asked the chiefs of another Tauranga iwi to intercede in the dispute. On 8 November 1866 Pirirākau and a group of these chiefs held a hui to discuss the continued resistance of Pirirākau. Pirirākau did not alter their stance. They agreed, however, not to interfere further with the survey of the confiscated block. The Crown dispatched military escorts to protect the surveyors. The survey of the confiscated block continued under military escort and without interruption from Ngāti Ranginui.

#### *The interruption of surveys and the Crown response*

- 2.46 From late October 1866 a group of fervent Kīngitanga supporters from other districts joined Ngāti Ranginui protesters in attempting to obstruct the Crown's surveys. Their first attempts to do so were prevented by the Crown's military escorts. However, in the last days of 1866 Crown surveyors operating without a military escort abandoned their work after receiving threats against their lives. The Kīngitanga party, which by that time included Pene Taka of Ngāti Ranginui and other Tauranga Māori, seized the goods left behind by the surveyors.

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- 2.47 In January 1867 a number of Ngāti Ranginui hapū and other iwi discussed the prevention of Crown surveys at the tangi of a recently deceased Hauraki chief. A crown official reported that all those at the tangi objected to the stopping of surveys. However, at a meeting with those Kīngitanga supporters responsible for the disruptions Ngāti Hangarau indicated their willingness to fight. Ngāti Rangi and Pirirākau representatives also attended this meeting.
- 2.48 The Crown viewed threats against surveyors as a deliberate ploy by some Māori to provoke a new conflict. The Crown conducted military operations in response to the perceived threats. These operations became known as the Tauranga bush campaign.
- 2.49 On 17 January 1867 Crown forces prepared an expedition to capture those responsible for preventing the surveys. A warrant was issued for the apprehension of a number of Māori, including Pene Taka, a chief of the Ngāti Rangi hapū of Ngāti Ranginui. On 18 January a Crown force marched to the village of Irihanga where they came under fire. Four days later a Crown force surprised the residents of Irihanga. After a brief skirmish the occupants retreated into the bush. Crown forces looted the village and destroyed its cultivations before completely destroying the village by setting fire to it. The Crown force employed these 'scorched earth' tactics for the remainder of the bush campaign, targeting not only those who had disrupted surveys but all those who opposed the confiscation.
- 2.50 During January 1867 Crown forces attacked and destroyed the Pirirākau villages and cultivations of Whakamārama and Waiwhatawhata. The Crown asked Pirirākau to surrender, but Rāwiri Tata replied: "Go and tell your Pākehā that I have never surrendered, and will not surrender; I will yet drive them all into the sea". On 15 February the Crown attacked Māori in the vicinity of Te Irihanga and Whakamārama, and, despite comparatively heavy losses, once again drove Māori away from the area, destroying all cultivations they found.
- 2.51 The conflict soon engulfed the Ngāti Ranginui hapū of Ngāi Tamarāwaho, Ngāti Hangarau, Ngāi Te Ahi and Ngāti Ruahine. In early January 1867 a Crown surveying party near the Ngāi Te Ahi kāinga of Oropi was threatened and turned back. Crown forces were instructed to push their way through to Oropi. In late January 1867 a force of Māori fighting with the Crown advanced upon Oropi and destroyed the village. On 2 February Māori fighting with the Crown captured an abandoned fortified whare at Kahakaharoa. Crown forces then attacked the Ngāi Tamarāwaho villages of Akeake and Taumata which were taken and destroyed. Three days were then spent destroying the extensive Taumata cultivations. The Ngāi Tamarāwaho village of Maenene was also destroyed and the kāinga Paengaroa was then destroyed.
- 2.52 In March 1867 a Crown force of 280 men attacked the Wairoa hapū village of Kaimai and the Ngāti Hangarau village of Te Kaki. The Crown force destroyed all of the provisions at these kāinga including large cultivations of potato and maize. Ngāti Ranginui oral tradition records the deaths of women and children during the Campaign.

#### ***Resistance following the bush campaign***

- 2.53 Through 1867 and into 1868 there were many reports of possible attacks on Tauranga settlers by Māori. No such attacks eventuated. By 1870 Pirirākau, who had led much of the resistance to the Crown's confiscation, were living outside Tauranga. Some were at Kuranui in the Pātetere district on the western side of the Kaimai ranges, while others

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were at Okauia. In 1871, those at Okauia returned to Te Puna. Ngāti Ranginui believe it likely that Ngāti Rangi and other Wairoa hapū went with Pirirākau and returned with them in 1871.

- 2.54 Other Ngāti Ranginui hapū also lived at inland kāinga or outside of the district for several years after the war. Ngāi Tamarāwaho did not return from their inland refuges to Hūria until 1872. Some Ngāti Hangarau were still living inland in 1872 and 1874. Some of Ngāi Te Ahi (and probably the Ngāti Ruahine who lived with them) were at their inland kāinga Oropi until the early 1870s.
- 2.55 In May 1871 Pirirākau resumed their resistance to Crown activities, seizing 100 telegraph poles at Te Puna. From 1871 to 1879, Pirirākau and Ngāti Rangi engaged in a sustained campaign of protest against land loss and further settlement at Tauranga. Pirirākau and Ngāti Rangi resisted the occupation by Pākeha of reserves at Ōmokoroa set aside for another iwi. This included the taking of fencing materials. Pirirākau also resisted efforts to open the Kaimai district to gold prospectors.
- 2.56 The Crown met with Ngāti Ranginui a number of times in an attempt to settle these disputes. In 1873, the Native Minister advised Pirirākau to cease their resistance and concentrate on cultivating their remaining land. Ngāti Ranginui contend that the hapū had little cultivatable land remaining after the confiscation. At a meeting in 1877 the Pirirākau chief Parata clearly explained why their opposition continued: "We acknowledge neither the confiscation nor the sale to the Government; we never gave our consent to either, and will not acknowledge them". The Crown, however, rejected these claims of Ngāti Ranginui to land in Katikati and Te Puna and asked "whether they had a desire to return again to those days when they were wanderers on the face of the earth without any settled place of abode". Ngāti Ranginui considered these words a veiled threat. The Crown rejected further protests and claims from Ngāti Ranginui.

#### THE RETURN OF LANDS AND THE COMMISSION PROCESS

- 2.57 The New Zealand Settlements Act 1863 provided for a Compensation Court to return land to Māori. However, in 1865 the Crown appointed Commissioners to perform this task in Tauranga. The Commissioners began allocating and awarding reserves in Te Puna-Katikati and the confiscation block before they received the necessary powers under the Commissioners Powers Act 1867. The Tauranga District Lands Act 1867 validated any awards made prior to 1867.
- 2.58 The Commission process was drawn out and took almost 20 years to complete. Decisions were not open for appeal or formal review. Commissioners were not required to keep records of their work. The Crown returned 2,234 acres of reserves within the 50,000 acre confiscated block to Ngāti Ranginui hapū and trustees. This was less than five percent of the confiscated block, which lay primarily within the rohe of Ngāti Ranginui hapū and equated to less than seven acres per person for the 325 to 365 people recorded as Ngāti Ranginui from 1874 to 1881. Some additional areas were reserved for individuals of Ngāti Ranginui.
- 2.59 The Crown returned any land not included in either the 50,000 acre confiscation block or Te Puna-Katikati purchase to Māori. Following recommendations from the Commissioners the Crown awarded Ngāi Tamarāwaho a total of 6,672 acres. Most of this land was located inland and consisted of forest and hill country. Only 42 acres of workable coastal land was returned to Ngāi Tamarāwaho which a Crown official

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admitted would never permit the hapū "to support themselves adequately, let alone to prosper". Ngāti Hangarau was awarded 5,606 acres consisting primarily of heavily forested hills located inland. The primary areas of cultivation for Ngāti Hangarau had been on the coast.

- 2.60 The Crown initially granted Pirirākau 343 acres. Following a request for land in 1880, the Crown made an additional award of 50 acres but this was never issued. The Commissioners made a number of other recommendations awarding 2,264 acres of land to Pirirākau, but no Crown grants were ever issued. The Crown did grant this hapū a share in some large inland blocks with a number of other hapū.
- 2.61 The Crown granted the Wairoa hapū a fraction of the coastal lands they claimed. Ngāti Kahu and Ngāti Rangi were granted 315 acres of coastal lands. These hapū were also awarded interests in a number of inland blocks which they shared with a number of other hapū. Ngāti Pango were not granted any land within the Confiscation Block. Subsequently, however, they came to settle on a 200 acre block within Te Puna Parish. This block had been granted to three individuals from another Tauranga iwi one of whom later claimed he had acted on behalf of Ngāti Pango. Ngāti Pango did acquire a shared interest in two inland bush blocks.
- 2.62 The Crown granted Ngāti Taka a small inland block of 181 acres. The hapū also made claims to a number of other inland blocks but these were not accepted by the Commissioners.
- 2.63 Ngāi Te Ahi were awarded 336 acres in Te Papa block. The hapū was also awarded exclusive interests in several small coastal blocks totalling approximately 115 acres. They also shared interests in several other blocks totalling just over 10,000 acres, although most of this area was located in inland bush blocks.
- 2.64 Ngāti Ruahine were awarded exclusive interests in 438 acres of land and shared interests in a 102-acre bush block. Ngāti Ruahine claims to a number of other blocks were unsuccessful. Ngāti Te Wai did not receive any land as a hapū award.
- 2.65 The hapū of Ngāti Ranginui consider that the commission denied them almost all of their most valuable lands and that the land they were able to secure was insufficient for their support. The Crown awarded significant areas within the rohe of Ngāti Ranginui to individuals of other iwi with a lesser connection to the land. Such awards were made, in part, to reward those who had not fought against the Crown and/or had assisted the Crown during the Bush Campaign and came at the expense of the Ngāti Ranginui hapū. Virtually no reserves were made to Ngāti Ranginui hapū in Te Puna and Katikati blocks where Ngāti Pango and Pirirākau had extensive interests.

#### THE ALIENATION OF RETURNED LANDS

- 2.66 The Crown granted the land it returned to Ngāti Ranginui to individual owners rather than to the tribal communities who had held the land under customary tenure. This made it possible for land to be alienated by individual owners without reference to their tribal collectives.
- 2.67 The Crown often included restrictions on the alienation of lands returned to Māori. However, agreements to sell land were often reached before land had been through the

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Commission process or prior to Crown grants had being made. Most Ngāti Ranginui hapū were affected by the land purchasing efforts of private and Crown agents from the late 1860s through to the mid 1880s. Many alienations were approved after the grants were issued as if the restrictions on alienation were a "dead letter".

- 2.68 By 1886, more than half of the land returned to Tauranga Māori through the operations of Crown commissioners had been alienated. Much of the land returned to Ngāti Ranginui hapū was bush covered hill country and too expensive for them to develop. However, some Pākehā purchasers assumed that the land was rich in gold or kauri gum. Others were attracted by the millable timber on the land.
- 2.69 It is not clear if all the Ngāti Ranginui involved in the sale of land interests understood which lands they were selling, received payment for their lands, or even knew that a sale was taking place. In 1886 the Crown conducted an investigation into purchases at Tauranga and found a number of irregularities. In some cases the purchase agent had induced indebted Māori to sign blank receipts before the details of land blocks were entered. In other cases agents did not make payments they claimed to have made, or entered single payments as multiple payments across many blocks. Agents also recorded payments for a particular block against a different block. The Crown dismissed the Government purchase agent responsible for these practices but did not return the land interests.

#### LAND USE PROBLEMS

- 2.70 The Crown returned a limited amount of productive land to Ngāti Ranginui following the confiscation. The lack of protection given to these lands to ensure their retention constrained the level of development that could be undertaken by Ngāti Ranginui hapū. Much of the land awarded to them was inland hill country which was heavily forested and proved difficult to develop. Ngāi Tamarāwaho sold the Taumata block to the Government "because they were useless from the agricultural point of view, and only amounted to a few acres per individual".
- 2.71 The Crown returned little coastal land to Ngāti Ranginui. The use of the returned lands was limited by their location and extent. Some Ngāti Ranginui engaged in the production of wheat and other crops for market. The success of these crops was limited by the low prices they attracted. Engagement in pastoral development was not possible on the relatively small areas returned.
- 2.72 The land the Crown returned to Ngāti Ranginui hapū proved increasingly insufficient to grow enough food for their support. Intensive cultivation of the land decreased its productive capacity. In 1891, a Crown official described the land returned at Hūria (Ngāi Tamarāwaho) as "poor in quality" and "quite worked out". In 1898, another Crown official described Ngāti Hangarau as being a "sea-side people" with only enough land near the coast "to starve on". Other Ngāti Ranginui hapū also suffered from the lack of adequate land.
- 2.73 Ngāti Ranginui hapū drew on their Kīngitanga associations as a source of strength to maintain a sustained period of protest and complaint from the 1890s onwards. A local committee aligned to the Kīngitanga was established in 1886, including Te Raroa Herewini of Ngāti Kahu and Amo Keiha Kereti of Ngāti Hangarau among others. This committee made regulations and saw that they were enforced.

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- 2.74 Ngāti Ranginui took an active role in the Māori King's parliament, or Kauhanganui, which was established in 1892. Ngāti Hangarau rangatira Te Mete Raukawa and Potaua Tangitu of Pirirākau were appointed magistrates. Te Mete Raukawa was also a member of the inner circle of Te Kīngitanga known as Tekaumarua, and Tangitu was a member of the Kauhanganui Committee. Te Kerekau Wanakore, chief of Ngāti Taka, became Chairman of the Kauhanganui Committee with hui often being held at Raropua. Te Karehana and Te Pakaru Wakanui of Ngāti Hangarau also served as advisors on Kauhanganui. Ngāti Hangarau were presented with Te Paki O Matariki, the King's emblem, which is displayed over the front door of their meeting house.
- 2.75 In 1894 the Kauhanganui declared that the power to lease land owned by adherents to the King, which included Ngāti Ranginui, was under the mana of King Tawhiao. Under any such lease the rights to minerals would remain with the King, the leaseholder gaining only grazing rights. The King's mana was extended over land held under Crown grants and permission had to be sought before surveys or development could proceed. In 1895 the Kauhanganui, with another Māori political institution, boycotted the Native Land Court for three months and slowed the alienation of Māori land during this period.
- 2.76 From the 1890s, Ngāti Ranginui also lobbied the Crown intensively for additional land. The Crown rebuffed requests made by Ngāti Hangarau for more coastal land, concluding that their inland blocks were sufficient for their support. Ngāti Hangarau persisted in their requests for more land over the next decade without success.
- 2.77 In 1891 Ngāi Tamarāwaho requested that six acres near Hūria be given to them to grow food for the support of their school children. The request was rejected as the land in question had been reserved for another purpose. Ngāi Tamarāwaho made a similar request in 1893 which was ignored by Crown officials.
- 2.78 A third request, in 1895, resulted in an investigation which found that the Crown owned land at Hūria, which had been requested by Ngāi Tamarāwaho, was under lease. No other suitable Crown owned land was found close to Hūria. The Crown still considered Ngāi Tamarāwaho owned land sufficient for their support.
- 2.79 Ngāi Tamarāwaho continued to request additional land from the Crown. In 1920 they petitioned parliament seeking a grant of land or an inquiry into the confiscation of their land. The Crown placed the petition before the Sim Commission which it established to inquire into the confiscation of lands. It also asked the Sim Commission to address a petition from Nepia Kohu of Ngāi Tamarāwaho and 628 persons which protested against the inclusion of their lands in the confiscation. However, the Commission considered the petition to be outside its scope. The Commissioners did not recognise Ngāti Ranginui as a separate iwi with its own particular grievances over the land that had been confiscated.
- 2.80 Ngāti Ranginui continued to petition Parliament into the 1940s. In 1944 Ngāti Ranginui presented seven petitions. Further petitions were sent in 1945 and 1946 including one which requested that "a competent and impartial tribunal" fully enquire into the confiscation of lands from Ngāti Ranginui "who have been reduced to poverty and whose progress has been retarded by the erroneous confiscation of tribal lands". Direct appeals were also made to the Minister of Māori Affairs in July 1949 and Prime Minister in April 1958 but to no avail.



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- 2.81 In the absence of further land awards Ngāi Tamarāwaho at times cultivated vacant land around Tauranga. Ngāi Tamarāwaho viewed this as both an economic necessity and as a means of maintaining ahi ka to lands that had been confiscated. This ad hoc occupation continued for many decades but became increasingly difficult during the 1920s and 1930s as the Tauranga urban area developed. Ngāi Tamarāwaho families were often told to move on from their food lots by the local authorities.

#### THE ALTERED RELATIONSHIP BETWEEN HAPŪ AND THEIR TRADITIONAL LANDS

- 2.82 The war and raupatu of the 1860s profoundly altered the relationship between Ngāti Ranginui and their traditional lands. As a result of the fighting certain parts of the returned lands in Tauranga were considered tapu and could not be utilised for cultivation. In the latter decades of the nineteenth century and for some years after 1900 many Tauranga Māori groups faced starvation. This situation was not altered until 1921 when T.W. Ratana came to Tauranga to lift the tapu. Ngāti Ranginui record that many people were close to starvation at the time the tapu was lifted.
- 2.83 Ngāti Ruahine were prevented from utilising some of their returned lands for many years. The Crown grant was issued for the Poike block to two members of the hapū who leased to a settler when many Ngāti Ruahine were living inland following the bush campaign. When Ngāti Ruahine returned they were unable to utilise this land. In 1884 the original Crown grant was cancelled and the new grant listed all the beneficial owners. However, although the owners were entitled to a share of the income from the lease Ngāti Ruahine were still unable to occupy or utilise the land.
- 2.84 Land returned to Ngāti Ranginui hapū was subject to the Crown's native land laws and the Native Land Court. The Native Land Court, established by the Native lands Act 1862, was tasked with determining the ownership of Māori land and the conversion of customary land titles into titles derived from the Crown. At Tauranga, this role was largely undertaken by the Commissioners. However, the Court later determined the relative ownership interests of individuals in the reserves awarded in the confiscated block and Te Puna-Katikati purchase area. It also administered titles to returned lands, including succession cases and the subdivision of blocks.
- 2.85 The Native Land Court awarded land to individuals, rather than hapū or whānau groups. This resulted in increasingly fragmented land titles with many named owners. This fragmentation of titles increased as the interests of named owners were succeeded to by their descendants. Ngāti Ranginui consider that the complexity of some Court processes resulted in many individuals losing interests in land without full understanding how this occurred.
- 2.86 The partitioning of Māori land in Tauranga into smaller parcels with increasing numbers of owners, provided serious obstacles to developing and using the land. By 1920, the landholdings of many Ngāi Te Ahi were small and scattered as a result of partitioning. The size of many Ngāi Te Ahi blocks made them uneconomic to farm.
- 2.87 The fractionation of titles fostered conflict within Ngāti Hangarau. Ngāti Hangarau recall that they had held a small papakāinga block communally under trustees for several decades to avoid competition in relation to the increasing number of small interests in the block. In 1916 the Native Land Court determined the beneficial

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ownership of the block. Ngāti Hangarau recall that they limited the number of owners that would be placed on the title to a manageable number.

- 2.88 Ngāti Hangarau also experienced internal tensions as a result of the limited amount of land awarded to the hapū. The lack of land meant that some Ngāti Hangarau whānau have never lived within their traditional area.
- 2.89 The Crown's award of reserves in Te Puna block caused a dispute between Pirirākau and Ngāti Taka in the early 1900s. Each hapū had differing views of the extent of their interests in the 300 acre reserve which had been granted to two owners in trust for Pirirākau. This dispute involved numerous petitions and court cases up to the mid-1920s and created deep rifts in the Te Puna community. The practice of tikanga was altered, marae were abandoned by some families and further property disputes arose.

#### EMPLOYMENT DIFFICULTIES

- 2.90 From the 1870s, in the absence of any large land base following the Crown's confiscation, Ngāti Ranginui hapū became increasingly reliant on waged work. They found seasonal or casual work for Pākehā farmers when available. In the 1870s many Māori (most likely Ngāi Tamarāwaho) harvested potatoes on a Greerton farm and worked on swamp drainage at Te Ranga. In 1882 other Māori (likely Ngāti Hangarau and Wairoa hapū members) were employed to construct a section of the Tauranga-Cambridge road.
- 2.91 By the end of the nineteenth century Ngāti Ranginui hapū members facing underemployment locally, were leaving Tauranga to find work. In 1893 a large number of Māori from Hairini (likely Ngāi Te Ahi) left for the Tairua gumfields, and Māori from Hūria left the district to work in Te Puke maize fields. By 1899, whole Ngāi Tamarāwaho whānau were digging gum at Katikati, as were a number of Pirirākau.
- 2.92 The need to work away from traditional kāinga was a feature of Ngāti Ranginui life in the early twentieth century. In 1922 the Prime Minister was informed by George Hall of Ngāti Ranginui that:

My people is [sic] very poor, and with large families, many of them are spread over between Tauranga and Taneatua on Public Works. In spring they return home to do their cropping on the few acres left to them or leased from Europeans.

- 2.93 In the 1930s and 1940s some Māori men left Tauranga to work in the forestry and hydro construction projects. Ngāti Taka men and some from Ngāi Te Ahi moved to the central North Island to engage in work creating the Kaingaroa Forest. Men who left the district for work generally returned to their home kāinga.
- 2.94 By the 1930s, there was less seasonal work available and many men and families left the Tauranga district permanently. This process inevitably undermined the bonds which held communities together in their tūrangawaewae. The Crown provided unemployment relief to Māori from 1930 as part of its relief work schemes. However, Māori were paid less than pākehā through this scheme. Māori were not eligible at all for the 'sustenance payments' provided to those who had no work. This policy would have impacted particularly on any Ngāti Ranginui families who possessed little in the way of

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land or other resources. From 1 June 1936 Māori were paid the same rates as Pākehā.

#### POOR HOUSING

- 2.95 From the late nineteenth century and for much of the twentieth century Ngāti Ranginui communities were unable to provide homes of sufficient quality or of the size required to adequately house large families. Many Ngāti Ranginui lived in substandard and overcrowded housing built of non-permanent materials. In 1936 a survey of Māori housing in Tauranga found one third of houses to be unfit for human habitation.
- 2.96 In the 1930s most houses in the Wairoa papakāinga housed a large number of people in just two bedrooms. Conditions had changed little by the 1970s. Houses in the community remained very basic and all were in a state of disrepair.
- 2.97 In 1955 fourteen of the sixteen houses at the Ngāi Tamarāwaho village of Hūria were found to be substandard. Ngāti Ranginui recall that shanties were built out of roofing iron, wood slabs, or built around tress or hedges. Local authorities ultimately decided to re-house the community. The re-housing affected the nature of the community, however, as many Ngāi Tamarāwaho families were re-housed at Greerton and Otumoetai away from the papakāinga and community they had struggled to maintain.
- 2.98 Up to the 1950s houses in Hairini were constructed from corrugated iron, had dirt floors, and relied on a nearby pump for water. The houses around the marae were demolished in the 1960s and householders were provided with rental houses. As at Hūria, this process was difficult as many felt a deep sense of loss when leaving their papakāinga.

#### HEALTH PROBLEMS

- 2.99 Poor housing conditions affected the health of Ngāti Ranginui communities. The health services provided by the Crown were limited in nature and scope. Māori utilised the military hospital established at Tauranga but this had closed by 1875. A 'Native hostel' was established at Tauranga in the 1870s and was utilised to treat Māori. During this time the Crown also appointed a doctor to treat Māori who could not afford to pay for treatment. However, spending cuts saw this service withdrawn in 1888. Some medicines were made available to Māori communities through the Māori school system but a hospital was not established in Tauranga until 1914.
- 2.100 Typhoid epidemics occurred at Tauranga in 1911, 1912, 1914, and 1915. At Hūria, food shortages and poor living conditions contributed to severe outbreaks of influenza and tuberculosis during the 1890s. Water was sourced from a creek and in the absence of an uncontaminated water supply typhoid outbreaks continued. An outbreak in the 1920s claimed several lives. Most families living at Hūria were affected by the 1918 flu epidemic, with one kaumatua recalling the deaths of three of his sisters. The incidence of tuberculosis remained high over the course of the 1930s. Infant mortality was high in the first decades of the twentieth century and remained so into the 1930s.
- 2.101 Tuberculosis was prevalent in the Wairoa community during the 1930s. The Crown made some effort to address the many health issues facing Māori communities in Tauranga, funding an expansion to the existing native health Nursing scheme and

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launching campaigns against tuberculosis and typhoid. However, the Wairoa hapū recall that infant mortality was high and children succumbed to epidemics of typhoid and influenza through the 1930s and 1940s. A range of ailments remained present in the community into the 1950s, including skin diseases and syphilis. Respiratory illnesses were common, and preventable deaths occurred through the non-treatment of conditions such as appendicitis. Outbreaks of typhoid affected Ngāti Hangarau from 1915 until the early 1920s.

- 2.102 A district nurse visited the Hūria community from the 1930s, and Wairoa from the late 1940s. However, people in these settlements were mainly left to deal with health issues themselves. Medical services and hospital treatment in Tauranga were not easily accessible for people from outlying communities.

#### EDUCATION

- 2.103 The Crown opened its first Native School in the Tauranga district at Whareroa in 1871. Further Native schools were opened, including schools at Maungatapu, Paeroa (Bethlehem), Hūria, and Karikari. Recurring sickness and the mobility of the Māori population at Tauranga, partly as a result of travelling to find work, saw school rolls fluctuate. The school at Hūria was closed in the early 1890s. The school at Maungatapu was closed between 1895 and 1913. A number of Education Board schools were opened at Tauranga which Māori were able to attend.
- 2.104 The curriculum offered at the Native schools was initially limited to basic literacy in English, basic numeracy skills and health education. From 1900 manual, technical, and domestic instruction formed an important part of the curriculum. Many Māori who attended the Education Board schools were disadvantaged as these schools did not have programmes to teach English to Māori students. A smaller proportion of Māori students reached the upper primary standards or succeeded in these standards at Education Board schools as compared to Native schools.
- 2.105 Prior to the Second World War access to secondary schooling at Tauranga was limited and the proportion of Māori students who engaged in secondary education was less than that for Pākehā.
- 2.106 Māori culture and language did not form a part of the school curriculum until the 1930s and the use of te reo Māori was discouraged. Members of Ngāti Ranginui hapū recall being punished for speaking te reo Māori.

#### URBAN EXPANSION AND PUBLIC WORKS TAKINGS

- 2.107 Ngāti Ranginui hapū lost significant areas of their remaining lands and access to resources as a result of Crown's development of infrastructure at Tauranga. From 1909 work began on the East Coast Main Trunk Railway connecting Waihi, Tauranga, Mount Maunganui and Te Puke. The railway affected the main coastal kāinga of the hapū Ngāti Hangarau and Wairoa. Ngāti Ranginui protests saved some sites but other wāhi tapu and resource gathering sites were destroyed.
- 2.108 The Crown's development of the port at Mount Maunganui and the growth of the Mount Maunganui urban area from the mid 1940s led to increased demand for land. This resulted in higher local body rates. Ngāi Te Ahi were particularly affected by this

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process. In response to high rate demands and rate arrears some owners sold land while others vested land in the Māori Trustee for subdivision and sale, hoping that a portion might be retained for themselves.

- 2.109 From the late 1950s the Crown initiated a motorway building programme which affected the Ngāti Ranginui communities of Hairini and Waitaia. Land was taken for the motorways and land not taken was often modified through the extraction or dumping of fill. In many cases the motorways separated part of a block from the remainder, leaving the severed section without legal access. The Crown later acquired some of the severed sections for other public works, the owners being unable to economically utilise them. Ngāti Ranginui marae and papakāinga became surrounded by streets and subdivisions.
- 2.110 In the 1950s a local authority installed a 10 inch water supply pipeline through the middle of the Ngāti Ruahine marae at Waimapu and through neighbouring blocks. Ngāti Ruahine were not consulted and the pipeline was laid without first gaining an easement. The Māori Land Court found that the pipeline had been laid illegally. The land owners received no compensation. The 10 inch pipe line was replaced with a 26 inch pipe in the mid-1970s. Compensation for the new pipeline was provided in the form of domestic connections to this water supply, at a small discount.
- 2.111 Public Works legislation empowered other agencies, such as local authorities, to take land regarded as essential for public works. In 1965 one of the last substantial pieces of land remaining in Ngāti Ruahine ownership was taken by a local authority to protect the local water catchment. The authority subsequently leased some of the land for farming purposes or utilised it for commercial forestry purposes. In the 1970s the Crown also took land for the building of a secondary school. The school was not built and but the land was maintained in Crown ownership and utilised by a local polytechnic. From 1967 land was lost through a number of public works takings for roads.
- 2.112 Compensation payments from the Crown could not be considered until a public works taking had been gazetted. In some cases public works takings were not gazetted for many years delaying compensation payments, sometimes until after the relevant public work had been completed. In 1959 the Crown began work on a section of road running through land at Hairini. The proclamation taking the land was not gazetted for 11 years, preventing any compensation hearing. The owners, the Taki family, lost their land and home and waited 11 years before receiving compensation. Other compensation negotiations were drawn-out and adversarial.
- 2.113 Ngāti Ranginui land owners were not directly involved in the compensation process and believe they were prejudiced as a result. From 1887 to 1962 compensation hearings took place in the Native/Māori Land Court following an application from the Minister of Public Works. From 1962 to 1974 the Māori Trustee was empowered to negotiate compensation on behalf of the owners. Ngāti Ruahine was unable to take an active part in compensation negotiations for land taken from the Poike blocks. Claims for compensation for blocks severed by new roads were dropped by the Māori Trustee. The interest payments on delayed compensation payments did not match inflation.

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#### LAND DEVELOPMENT AND ADMINISTRATION IN THE TWENTIETH CENTURY

- 2.114 The Crown initiated land development schemes in the 1930s to aid in the development of Māori land at Tauranga. However, these schemes largely bypassed Ngāti Ranginui. Ngāi Te Ahi sections were not included in development schemes as they were too small or already occupied by whānau or lessees.
- 2.115 Ngāti Ranginui recall that men from all Ngāti Ranginui hapū fought overseas in the Second World War. On their return efforts were made to secure land grants for these men. The Crown subsequently made 400 acres available to all soldiers of the district who served in the Māori Battalion. Five returned servicemen with Ngāti Ranginui affiliations settled on the land made available.
- 2.116 In the 1960s some Ngāti Ranginui land owners formed trusts or incorporations in an effort to aid land development. The Crown made finance available to trusts through the provisions of the Māori Affairs Act 1953. Through the 1970s and early 1980s these loans aided the development of some Māori land at Tauranga. Pirirākau were able to develop land at Te Puna and Poriori with Crown assistance while the Ranginui and Ngamanawa incorporations also developed land. The Crown ceased its provision of finance to trusts from the early 1980s. The lack of continued Crown support for development and the inability to secure private finance has hampered further development of Ngāti Ranginui land.
- 2.117 From 1909 until 1993 Māori were able to have land titles converted to European titles via a status declaration. This process removed the land from the administration of the Native Land Court and provided a title which was easier to utilise as collateral when seeking finance. However, such land was easier to alienate as it was removed from any protective provisions covering Māori land. Fragmentation of land titles made building houses at Bethlehem a difficult process. At times Māori land titles were 'Europeanised' to allow owners to obtain loans for housing.
- 2.118 The Māori Affairs Amendment Act 1967 extended the Māori Land Court's ability to change the status of Māori land. Where a block of Māori land had fewer than four owners the Court could declare that the block no longer had the status of Māori land. This change did not require confirmation by the Court or an application by owners. Ngāi Te Ahi and Ngāi Tamarāwaho land was affected by declarations in the late 1960s and was soon alienated.
- 2.119 The Crown sought to address the problem of fragmented land interests by empowering the Māori Trustee to compulsorily purchase uneconomic interests between 1953 and 1974. In 1953 the Māori Trustee was empowered to sell the shares acquired to other owners. In 1967 this power of sale was extended to include sale to other Māori and, in certain circumstances, the Crown. A number of owners lost their interests on Rangiwaia Island resulting from the acquisition of uneconomic interests. The purchasing of these interests severed the connections of Ngāti Ranginui to their ancestral lands. Ngāti Ranginui recall that the purchase of uneconomic shares by other owners created tensions between whānau with those who bought the shares often being vilified.
- 2.120 The possibility of acquired land being on-sold led Ngāti Ranginui to act to save culturally sensitive sites such as an urupā at Wairoa or kaumatua flats at Peterehema.

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### 2. HISTORICAL ACCOUNT

#### THE NATURAL AND CULTURAL ENVIRONMENT

- 2.121 The Crown's raupatu of Ngāti Ranginui land resulted in the increased reliance by Ngāti Ranginui hapū on many of their traditional resources, especially those of the harbours, waterways and sea at Tauranga Moana, for their support. However, subsequent Crown policies resulted in the loss of many of these resources.
- 2.122 The rapid development of Tauranga and Mount Maunganui since the Second World War has included the placing of rubbish dumps, oxidation ponds or sewerage plants by waterways. Discharges of sewerage, stormwater and agricultural run-off into the Waimapu, Wairoa and Mangapapa Rivers, the Waikareao and Rangataua estuaries and Tauranga Moana have degraded some resources and depleted others. Physical changes to the harbour and waterways destroyed traditional resources. The development of port facilities led to the loss of significant shell fish resources. From the 1950s onwards Ngāti Ranginui whānau were increasingly unable to rely on the harbour to meet their food requirements.
- 2.123 The Crown developed the Mangapapa hydro scheme in the late 1960s. The scheme diverted water from the Mangapapa, Opuiaki, and Mangakarengorengo Rivers into reservoirs, canals and tunnels to feed power stations. Ngāti Hangarau lost fisheries and other resources from the waterways affected by the scheme. The collapse of the canal from the Ruahihi station in 1981 caused the loss of much wildlife in the Wairoa River and the permanent loss of much of the shellfish and fish resource.
- 2.124 The Crown's alienations of Ngāti Ranginui land also involved the loss to Ngāti Ranginui of many culturally significant sites and loss of connection to many of the significant awa and maunga identified on the 'Ngā Hapū o Ngāti Ranginui significant maunga and awa' map in the attachments schedule. Some of these sites have been destroyed or modified. Ngāti Ranginui state that the visible change in the ancestral landscape and the loss of key cultural landmarks have caused a physical, mental and spiritual malaise among their people.
- 2.125 The Crown's first legislative measure to protect sites of cultural significance to Māori was the Historic Places Act 1954. This Act was strengthened by an amendment in 1975 which protected archaeological sites from modification, damage, or destruction. Subsequent legislation has required central and local government bodies to recognise the relationship between Māori and their cultural and traditional lands, water, sites, wāhi tapū and taonga. Ngāti Ranginui consider these legislative attempts by the Crown to protect important sites as inadequate, as they offered Ngāti Ranginui few opportunities to exercise rangatiratanga and kaitiakitanga over wāhi tapū and other sites of significance. The loss of their former role as kaitiaki of their natural and cultural environment has brought a feeling of disconnection among Ngāti Ranginui.

### 3 ACKNOWLEDGEMENTS AND APOLOGY

#### ACKNOWLEDGEMENTS

- 3.1 The Crown acknowledges it has failed to deal in a satisfactory way with grievances raised by successive generations of Ngāti Ranginui and that recognition of these grievances is long overdue.
- 3.2 The Crown acknowledges that it was ultimately responsible for the outbreak of war in Tauranga in 1864, and the resulting loss of life, and its actions were a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The Crown also acknowledges that:
- 3.2.1 Crown troops killed members of Ngāti Ranginui hapū and wounded others at Pukehinahina and Te Ranga in 1864; and
  - 3.2.2 Ngāti Ranginui were faithful to the rules of engagement they set down prior to the battle at Pukehinahina and provided aid to wounded Crown troops.
- 3.3 The Crown acknowledges that the Raupatu/confiscation of Ngāti Ranginui lands at Tauranga and the subsequent Tauranga District Lands Acts 1867 and 1868 were unjust and a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The Crown also acknowledges that:
- 3.3.1 it returned some land to Ngāti Ranginui hapū in the form of individualised title rather than Māori customary title; and
  - 3.3.2 by awarding land within the rohe of Ngāti Ranginui hapū to other Māori as reward for assisting the Crown, the Crown exacerbated tensions between the iwi of Tauranga Moana.
- 3.4 The Crown further acknowledges that the Raupatu/confiscation and the subsequent Tauranga District Lands Acts 1867 and 1868:
- 3.4.1 had a devastating effect on the welfare and economy of Ngāti Ranginui hapū and deprived those hapū of wāhi tapu, access to natural resources and opportunities for development at Tauranga; and
  - 3.4.2 prevented Ngāti Ranginui from exercising Mana and Rangatiratanga over land and resources within the Tauranga Moana.
- 3.5 The Crown acknowledges that it failed to actively protect Ngāti Ranginui interests in lands they wished to retain when it initiated the purchase of Te Puna and Katikati blocks in 1864 without investigating the rights of Ngāti Ranginui hapū to these lands and completed the purchase in 1871 despite Ngāti Ranginui opposition, and this failure was in breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.



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### 3: ACKNOWLEDGEMENTS AND APOLOGY

- 3.6 The Crown acknowledges that:
- 3.6.1 it inflicted a scorched earth policy in its assaults on Ngāti Ranginui during the bush campaign;
  - 3.6.2 this destruction of Ngāti Ranginui Kāinga and cultivations further devastated the welfare and economy of Ngāti Ranginui hapū; and
  - 3.6.3 many Ngāti Ranginui were forced to flee their traditional Kāinga and were unable to return for many years.
- 3.7 The Crown further acknowledges its conduct was unreasonable and unnecessary and was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.8 The operation and impact of the native land laws, in particular the awarding of land to individuals rather than to iwi and hapū, made the lands of Ngāti Ranginui hapū more susceptible to fragmentation, alienation and partition, and this contributed to the undermining of the tribal structures of Ngāti Ranginui hapū, which were based on collective hapū custodianship of land. The Crown acknowledges that its failure to protect these tribal structures was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.9 The Crown acknowledges a number of flaws in the way that its agent conducted some of its land purchasing operations at Tauranga in 1886 such as:
- 3.9.1 inducing named owners to sign blank receipts upon which the details of blocks were later added;
  - 3.9.2 misrepresenting single payments for particular blocks as multiple payments across many blocks or as payments for a different block; and
  - 3.9.3 claiming to have made payments for blocks that were not made.
- 3.10 The Crown further acknowledges that although it dismissed the land agent responsible there is no evidence that it took steps to redress harm caused by these flaws.
- 3.11 The Crown acknowledges that between 1953 and 1974, it empowered the Māori Trustee to compulsorily acquire Ngāti Ranginui land interests which the Crown considered uneconomic and this was in breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles and deprived some Ngāti Ranginui of a direct link to their turangawaewae.
- 3.12 The Crown acknowledges that it failed to ensure that Ngāti Ranginui were left with sufficient land for their present and future needs and this failure was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.13 The Crown acknowledges the contribution made by Ngāti Ranginui to the nation's defence when Ngāti Ranginui men volunteered for the 28th Māori Battalion and served overseas during the Second World War.

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### 3: ACKNOWLEDGEMENTS AND APOLOGY

- 3.14 The Crown acknowledges that the Raupatu/confiscation at Tauranga and many of its subsequent policies have contributed to Ngāti Ranginui hapū enduring long periods of social deprivation at Tauranga, many members of Ngāti Ranginui hapū leaving their rohe, and those living in within their rohe suffering worse housing conditions, health, economic and educational outcomes than other New Zealanders.
- 3.15 The Crown acknowledges that the Crown's takings of Ngāti Ranginui lands for public works are a significant grievance for the hapū of Ngāti Ranginui. The Crown also acknowledges that:
- 3.15.1 it took land of importance to Ngāti Ranginui hapū;
  - 3.15.2 some public works projects severed sections of land belonging to Ngāti Ranginui hapū, creating sections with little or no economic use; and
  - 3.15.3 some Ngāti Ranginui land owners waited a number of years for compensation to be paid by the Crown.
- 3.16 The Crown acknowledges that the compulsory status changes to Māori land titles carried out under the Māori Affairs Amendment Act 1967 weakened the connection of many Ngāti Ranginui to their turangawaewae.
- 3.17 The Crown acknowledges:
- 3.17.1 the significance of the land, forests, harbours, and waterways of Tauranga Moana to the hapū of Ngāti Ranginui as a physical and spiritual resource over which Ngāti Ranginui hapū acted as kaitiaki; and
  - 3.17.2 that the clearing of forests, development of the Port of Tauranga, the development of the Mangapapa hydro scheme and the collapse of the Ruahihi canal, and the disposing of sewerage and wastewater into the harbours and waterways of Tauranga Moana have resulted in environmental degradation of Tauranga Moana which remains a source of great distress to the hapū of Ngāti Ranginui.

### APOLOGY

- 3.18 The Crown makes this apology to Ngāti Te Wai, Pirirākau, Ngāti Taka, the Wairoa hapū of Ngāti Rangī, Ngāti Pango, and Ngāti Kahu, Ngāti Hangarau, Ngāi Tamarāwaho, Ngāi Te Ahi and Ngāti Ruahine, the hapū of Ngāti Ranginui, to your tūpuna and to your descendants.
- 3.19 The Crown unreservedly apologises for not having honoured its obligations to the hapū of Ngāti Ranginui under te Tiriti o Waitangi/the Treaty of Waitangi and profoundly regrets its failure to appropriately acknowledge the Mana and Rangatiratanga of Ngāti Ranginui for many generations.
- 3.20 The relationship between Ngāti Ranginui and the Crown, which should have been defined by the mutual respect and partnership inherent in te Tiriti o Waitangi/the Treaty of Waitangi, was instead blighted by the injustices of war, Raupatu, the bush campaign, and the severe deprivation that flowed from these Crown actions. The Crown

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### 3: ACKNOWLEDGEMENTS AND APOLOGY

apologises for its actions and the burden carried by generations of Ngāti Ranginui who have suffered the consequences of war and raupatu which they continue to feel today.

- 3.21 The Crown deeply regrets that over time its actions severed Ngāti Ranginui hapū from their traditional lands, deprived them of opportunities for development, caused significant harm to the social and economic development of the Ngāti Ranginui, undermined the wellbeing of the iwi and its hapū, damaged their autonomy and ability to exercise customary rights and responsibilities, and marginalised them within their own rohe.
- 3.22 Through this apology the Crown seeks atonement for the wrongs of the past and to establish a new relationship with the hapū of Ngāti Ranginui based upon mutual trust, co-operation, and respect for te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

## 4 SETTLEMENT

### ACKNOWLEDGEMENTS

- 4.1 Each party acknowledges that -
- 4.1.1 the other parties have acted honourably and reasonably in relation to the settlement; but
  - 4.1.2 full compensation by the Crown of Ngā Hapū o Ngāti Ranginui is not possible; and
  - 4.1.3 in agreeing to this settlement, which is intended to enhance the ongoing relationship between Ngā Hapū o Ngāti Ranginui and the Crown (in terms of the Treaty of Waitangi, its principles and otherwise), Ngā Hapū o Ngāti Ranginui are foregoing full compensation to contribute to New Zealand's development.
- 4.2 Ngā Hapū o Ngāti Ranginui acknowledge that, taking all matters into consideration (some of which are specified in clause 4.1), the settlement is fair in the circumstances.

### SETTLEMENT

- 4.3 Therefore, on and from the settlement date, -
- 4.3.1 the historical claims are settled; and
  - 4.3.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and
  - 4.3.3 the settlement is final.
- 4.4 Except as provided in this deed or the settlement legislation, the parties' rights and obligations remain unaffected.
- 4.5 To avoid doubt, Ngā Hapū o Ngāti Ranginui are not precluded from seeking or obtaining recognition of protected customary rights and customary marine title under sections 95 or 100 of the Marine and Coastal Area (Takutai Moana) Act 2011.
- 4.6 The Crown acknowledges that:
- 4.6.1 Ngā Hapū o Ngāti Ranginui are of the view that they have exclusively used and occupied the marine and coastal area in their area of interest from 1840 to the present day without substantial interruption and that they continue to hold that area in accordance with tikanga;

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### 4. SETTLEMENT

- 4.6.2 Ngā Hapū o Ngāti Ranginui are also of the view that raupatu and the effects of raupatu, as referred to in the Historical Account, do not amount to substantial interruption; and
- 4.6.3 Ngā Hapū o Ngāti Ranginui consider they have grounds:
- (a) to seek recognition of protected customary rights and customary marine title through an agreement made in accordance with section 95 of the Marine and Coastal Area (Takutai Moana) Act 2011; or
  - (b) to apply for a recognition order under section 100 of the Marine and Coastal Area (Takutai Moana) Act 2011.
- 4.7 The Crown's acknowledgement under clause 4.6 does not predetermine the outcome of any assessment of the nature of any interest of Ngā Hapū o Ngāti Ranginui in the common marine and coastal area under the Marine and Coastal Area (Takutai Moana) Act 2011.
- 4.8 The Crown will treat clause 4.6 as an application by Ngā Hapū o Ngāti Ranginui to seek an agreement recognising a protected customary right and customary marine title under section 95 of the Marine and Coastal Area (Takutai Moana) Act 2011.
- 4.9 Following the signing of this Deed of Settlement the Crown will discuss the application with Ngā Hapū o Ngāti Ranginui in order to inform its decision about whether to enter formal terms of engagement in relation to section 95 of the Act.
- 4.10 In the event that the Crown agrees to enter into terms of engagement in relation to section 95 the Crown will discuss with Ngā Hapū o Ngāti Ranginui:
- 4.10.1 the process and timing for such engagement; and
  - 4.10.2 the process for addressing the requirements of:
    - (a) section 51 of the Marine and Coastal Area (Takutai Moana) Act 2011 with regard to protected customary rights; and
    - (b) section 58 of the Marine and Coastal Area (Takutai Moana) Act 2011 with regard to customary marine title.
- 4.11 Clauses 4.5 to 4.9 do not constitute an acknowledgement by the Crown that Ngā Hapū o Ngāti Ranginui satisfy the requirements of either section 51 or section 58 of the Marine and Coastal Area (Takutai Moana) Act 2011.

### REDRESS

- 4.12 The redress, to be provided in settlement of the historical claims, -
- 4.12.1 is intended to benefit Ngā Hapū o Ngāti Ranginui collectively; but



## DEED OF SETTLEMENT

### 4. SETTLEMENT

- 4.12.2 may benefit particular members, or particular groups of members, of Ngā Hapū o Ngāti Ranginui if the governance entity so determines in accordance with the governance entity's procedures.

#### HAPŪ CENTRIC NATURE OF SETTLEMENT

- 4.13 The parties acknowledge that:

- 4.13.1 the governance entity intends that at a certain time following the passing of redress provided for under this deed, that the redress will, subject to certain pre-conditions and in accordance with the appropriate resolutions of the trustees of the governance entity, be allocated for the benefit of hapū to reflect the intended hapū centric nature of that ultimate benefit; and

- 4.13.2 in connection with that it is also the intention of Ngā Hapū o Ngāti Ranginui that the governance entity is to on-transfer certain redress properties and the financial and commercial redress to hapū entities if and when practicable in accordance with the intentions set out in clause 4.13.1.

- 4.13.3 any such on-transfer would be subject to:

- (a) the governance entity trustees and the hapū concerned being satisfied that suitable hapū entities have been established to own and manage the redress and in particular the redress properties; and
- (b) in relation to any cultural redress property subject to the Reserves Act 1977, the Minister first providing written consent to the on-transfer, as provided for in clause 11.3.4 of the legislative matters schedule; and
- (c) in relation to any cultural redress property over which the governance entity trustees must provide the Crown with a registrable covenant, the governance entity trustees first obtaining, in accordance with the obligation in section 7 of the relevant covenant in part 2 of the documents schedule, the agreement of the relevant hapū entity to comply with the terms of the covenant.

#### IMPLEMENTATION

- 4.14 The settlement legislation will, on the terms provided by, -

- 4.14.1 part 3 of the legislative matters schedule, settle the historical claims; and

- 4.14.2 part 4 of the legislative matters schedule, -

- (a) exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement; and

## DEED OF SETTLEMENT

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### 4. SETTLEMENT

- (b) require any resumptive memorial to be removed from a computer register for, a redress property, if settlement of that property has been effected, or any RFR land.
- 4.15 The settlement legislation will, on the terms provided by part 14 of the legislative matters schedule, -
  - 4.15.1 provide that the rule against perpetuities and the Perpetuities Act 1964 does not -
    - (a) apply to a settlement document; or
    - (b) prescribe or restrict the period during which -
      - (i) the trustees of the Ngā Hapū o Ngāti Ranginui Settlement Trust, being the governance entity, may hold or deal with property; and
      - (ii) the trustees of the Ngā Hapū o Ngāti Ranginui Settlement Trust may exist; and
  - 4.15.2 require the Secretary for Justice to make copies of this deed publicly available.
- 4.16 Part 1 of the general matters schedule provides for other action in relation to the settlement.

## 5 CULTURAL REDRESS

### PROTOCOL

- 5.1 The taonga tūturu protocol must, by or on the settlement date, be signed and issued to the governance entity by the responsible Minister.
- 5.2 The protocol sets out how the Crown will interact with the governance entity with regard to the matters specified in it.

### FORM AND EFFECT OF PROTOCOL

- 5.3 The protocol will be -
- 5.3.1 in the form in part 1 in the documents schedule; and
  - 5.3.2 issued under, and subject to, the terms provided by part 5 of the legislative matters schedule.
- 5.4 A failure by the Crown to comply with the protocol is not a breach of this deed.

### RELATIONSHIP AGREEMENTS

- 5.5 The parties agree that the Collective Deed will provide for a relationship agreement between the Tauranga Moana Iwi Collective and the Minister of Conservation. This relationship agreement will set out how Ngā Hapū o Ngāti Ranginui and the Director-General of Conservation will engage on conservation matters within the Ngā Hapū o Ngāti Ranginui area of interest.
- 5.6 The parties acknowledge that Ngā Hapū o Ngāti Ranginui and the Ministry for Primary Industries have agreed to enter into a relationship agreement for fisheries, biosecurity, agriculture and forestry matters. Further discussion on the development of all components are intended to be completed within 18 months of the settlement date.
- 5.7 The parties acknowledge a commitment to explore a relationship agreement between the Ministry for the Environment and Ngā Hapū o Ngāti Ranginui on matters of mutual interest.

### LETTER OF COMMITMENT RELATING TO THE CARE AND MANAGEMENT, USE, DEVELOPMENT AND REVITALISATION OF, AND ACCESS TO, NGĀ HAPŪ O NGĀTI RANGINUI TAONGA

- 5.8 The parties acknowledge that Ngā Hapū o Ngāti Ranginui, the Department of Internal Affairs and the Museum of New Zealand Te Papa Tongarewa Board have agreed to enter into a letter of commitment, in the form set out in part 4 of the documents schedule, to facilitate the care, management, access to and use of, and development and revitalisation of Ngā Hapū o Ngāti Ranginui taonga.





## DEED OF SETTLEMENT

### 5. CULTURAL REDRESS

#### PROMOTION OF RELATIONSHIPS INTERNAL TO CROWN

5.9 By the settlement date, the Minister for Treaty of Waitangi Negotiations will, to the extent the Minister has not already done so, write to each of the Ministries of the Crown listed in clause 5.10 to:

5.9.1 advise that the Crown has entered into a deed of settlement with Ngā Hapū o Ngāti Ranginui and to introduce Ngā Hapū o Ngāti Ranginui; and

5.9.2 encourage the Ministry to enter into an effective and durable working relationship with Ngā Hapū o Ngāti Ranginui to the extent this has not already been achieved and/or given effect to by a protocol or a document between the Ministry and the governance entity recording the relationship, by the settlement date.

5.10 The Ministries referred to in clause 5.9 are:

5.10.1 Department of Building and Housing; and

5.10.2 Ministry for Health; and

5.10.3 Ministry of Education; and

5.10.4 Ministry for the Environment; and

5.10.5 Ministry for Primary Industries; and

5.10.6 Ministry for Economic Development; and

5.10.7 Ministry for Science and Innovation; and

5.10.8 Ministry of Social Development; and

5.10.9 New Zealand Police; and

5.10.10 Ministry of Justice; and

5.10.11 Te Puni Kōkiri.

#### PROMOTION OF OTHER RELATIONSHIPS

5.11 By the settlement date, the Director of the Office of Treaty Settlements will write to the Chief Executives of the entities listed in clause 5.12 to:

5.11.1 advise that the Crown has entered into a deed of settlement with Ngā Hapū o Ngāti Ranginui and to introduce Ngā Hapū o Ngāti Ranginui; and

5.11.2 encourage the entity to enter into an effective and durable working relationship with Ngā Hapū o Ngāti Ranginui to the extent this has not already



## DEED OF SETTLEMENT

### 5. CULTURAL REDRESS

been achieved and/or given effect to by a document between the entity and the governance entity recording the relationship by the settlement date.

5.12 The entities referred to in clause 5.11 are:

- 5.12.1 Trustpower; and
- 5.12.2 the Tauranga City Council; and
- 5.12.3 the Western Bay of Plenty District Council; and
- 5.12.4 the Bay of Plenty Regional Council; and
- 5.12.5 the Bay of Plenty Polytechnic.

#### CULTURAL REDRESS PROPERTIES

5.13 The settlement legislation will vest in the governance entity on settlement date:

##### *In fee simple subject to conservation covenants*

5.13.1 the fee simple estate in each of the following sites, subject to the governance entity providing a registrable conservation covenant in relation to each site in the form set out in part 2 of the documents schedule:

- (a) Te Kaki; and
- (b) Oraeroa;

##### *As a scenic reserve*

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

- (a) Te Rī o Tamarāwaho;
- (b) Te Rī o Ruahine;
- (c) Ohauti;
- (d) Wainui River site;
- (e) Omanawa River site;
- (f) Tahawai;

## DEED OF SETTLEMENT

### 5. CULTURAL REDRESS

#### ***As a recreation reserve subject to an easement***

5.13.3 the fee simple estate in each of the following sites as a recreation reserve, with the governance entity as the administering body, subject to the governance entity granting a registrable easement in relation to that site in the form set out in part 2 of the documents schedule:

- (a) Waimanu ki uta;
- (b) Te Awa o Ngāumuwahine site; and
- (c) Te Wai o Ngāumuwahine site;

#### ***As a recreation reserve***

5.13.4 the fee simple estate in each of the following sites as a recreation reserve, with the governance entity as the administering body:

- (a) Waireia; and
- (b) Waikareao Estuary site

#### ***As a local purpose (cultural centre) reserve***

5.13.5 the fee simple estate in Te Hopuni as a local purpose (cultural centre) reserve, with the governance entity as the administering body;

#### ***In fee simple subject to a lease***

5.13.6 the fee simple estate in the Omokoroa School site subject to the governance entity providing the Crown with a registrable lease (being a registrable ground lease to be entered into for the property, ownership of the improvements remaining unaffected by the vesting) in relation to the Omokoroa School site in the form set out in part 2 of the documents schedule.

#### **GENERAL**

5.14 Each cultural redress property is to be -

5.14.1 as described in appendix 1 to the legislative matters schedule; and

5.14.2 vested on the terms -

- (a) of the settlement legislation provided for by parts 9 to 11 of the legislative matters schedule; and
- (b) as set out in part 2 of the property redress schedule; and

## DEED OF SETTLEMENT

### 5. CULTURAL REDRESS

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

- (a) required by clause 5.13 to be provided by the governance entity; or
- (b) required by the settlement legislation; and
- (c) in particular, referred to in appendix 1 to the legislative matters schedule; and

otherwise disclosed under part 1 of the property redress schedule.

#### SUBSEQUENT TRANSFER OF TE RĪ O RUAHINE OR TE RĪ O TAMARĀWAHO

5.15 The parties acknowledge that, if the governance entity or a hapū entity no longer wished to hold all or any part of the fee simple estate in either Te Rī o Ruahine or Te Rī o Tamarāwaho, the governance entity or hapū entity, as the case may be, may transfer such land to the Ngāti Rangiwewehi post settlement governance entity because of their traditional relationships to these lands they know as Te Riu o Kereru. Such a transfer will be in accordance with part 12 of the legislative matters schedule. The transfer value will be mutually agreed between the transferee and transferor.

#### OTHER CULTURAL REDRESS

5.16 The settlement legislation will provide that the governance entity is appointed to control and manage Te Wharepoti / Margaret Jackson Wildlife Management Reserve as a wildlife management reserve.

#### NEW AND ALTERED GEOGRAPHIC NAMES

5.17 The settlement legislation will, from the settlement date, -

5.17.1 assign each of the following new geographic names to the location set opposite it:

New geographic name	Location (topographic map and grid references)	Geographic feature type
Te Whāngai-a-Tamarāwaho	BD37 788 254	Historical site
Te Hopuni	BD36 686 262	Historical site

5.17.2 alter each of the following existing geographic names to the altered geographic name set opposite it:

**DEED OF SETTLEMENT**

**5. CULTURAL REDRESS**

<b>Existing geographic name (official, recorded or local usage)</b>	<b>Altered geographic name</b>	<b>Location (NZTopo50 map and grid reference)</b>	<b>Geographic feature type</b>
Plummers Point (local usage only)	Hühārua	BD36 668 253 - BD36 688 284	Peninsula
Te Puna West (local usage only)	Parewhataroa Peninsula	BD36 700 261 - BD36 689 276	Peninsula
Part Te Ahuru Stream	Mangahuruhuru Stream (from its source at the confluence of Te Ahuru Stream with Kaukaumoutiti Stream to the confluence with Mangakarengorengo River)	BD36 639 102 - BD36 656 101	Stream
The remainder of Te Ahuru Stream	Te Ahuru Stream (from the source of the Te Ahuru Stream to its confluence with Kaukaumoutiti Stream)	BD36 578 096 - BD36 639 102	Stream
Ohourere Stream	Ruangārara Stream	BD36 638 163 - BD36 717 189	Stream
Ngamuwahine River	Ngāumuwahine River	BD36 623 195 - BD36 656 101	River

- 5.18 The settlement legislation will assign the new geographic names, and alter the existing geographic names, on the terms provided by part 7 of the legislative matters schedule.

**ALTERED NAMES OF CROWN PROTECTED AREAS**

- 5.19 The settlement legislation will, from the settlement date, alter each of the following existing names of Crown protected areas to the altered Crown protected area name set opposite it:

<b>Existing names of Crown protected areas</b>	<b>Altered names of Crown protected areas</b>
Margaret Jackson Wildlife Management Reserve	Te Wharepoti / Margaret Jackson Wildlife Management Reserve
Jess Road Wildlife Management Reserve	Te Wahapū o Te Hopuni Wildlife Management Reserve

**CULTURAL REDRESS GENERALLY NON-EXCLUSIVE**

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

## 6 FINANCIAL AND COMMERCIAL REDRESS

### FINANCIAL REDRESS

- 6.1 The Crown will pay the governance entity on the settlement date, that amount which is determined according to the following calculation -
- 6.1.1 the financial and commercial redress amount of \$38,027,555; but
- 6.1.2 less -
- (a) the on-account payment, as provided for in clause 6.2; and
  - (b) \$4,920,605, being the total transfer value for the early release commercial properties in clause 6.6; and
  - (c) \$4,453,478, being the total transfer value for the remainder of the commercial redress properties (excluding the transfer value for the Tauranga Police Station land in part 4, Table 2 of the property redress schedule); and
  - (d) the amount referred to in clause 6.4, if the Harrisfield Drive property becomes a commercial redress property; and
  - (e) the amount referred to in clause 6.17.1, if the Puwhenua Forest Lands becomes a commercial redress property.

### ON-ACCOUNT PAYMENT

- 6.2 Within five business days after the date of this deed, the Crown will pay \$8,000,000 to the governance entity on account of the financial and commercial redress amount in clause 6.1.1.

### HARRISFIELD DRIVE PROPERTY

- 6.3 The Harrisfield Drive property becomes a commercial redress property for the purposes of this deed and the settlement legislation if the conditions in clause 6.4 are met before the date which is 90 days before the settlement date.
- 6.4 The conditions referred to in clause 6.3 are:
- 6.4.1 the Harrisfield Drive property becomes available for disposal by the Crown to the governance entity; and
  - 6.4.2 the Crown and the governance entity agree in writing an amount which would be the transfer value for the Harrisfield Drive property if it had been a commercial redress property at the date of this deed.

## DEED OF SETTLEMENT

### 6. FINANCIAL AND COMMERCIAL REDRESS

- 6.5 The parties intend that if this deed does not become unconditional under clause 9.5, the on-account payment in clause 6.2 will be taken into account in relation to any future settlement of the historic claims.

#### EARLY RELEASE COMMERCIAL PROPERTIES

- 6.6 The Crown will transfer to the governance entity the fee simple estate in the early release commercial properties described in part 3 of the property redress schedule, as soon as reasonably practicable following the date of this deed and on the early release commercial transfer terms.
- 6.7 The parties intend that if this deed does not become unconditional under clause 9.5, the transfer of the early release commercial properties in clause 6.6 will be taken into account in relation to any future settlement of the historic claims.

#### COMMERCIAL REDRESS PROPERTIES

- 6.8 The commercial redress properties are to be -
- 6.8.1 transferred by the Crown to the governance entity on the settlement date-
- (a) as part of the redress to settle the historical claims, and without any other consideration to be paid or provided by the governance entity or any other person; and
  - (b) on the terms of transfer in part 6 of the property redress schedule; and
  - (c) in the case of the Tauranga Police Station land, on the terms of transfer in part 7 of the property redress schedule; and
- 6.8.2 as described, and are to have the transfer values, in part 4 of the property redress schedule.
- 6.9 The transfer of each commercial redress property will be -
- 6.9.1 subject to, and where applicable with the benefit of, the encumbrances provided in the property redress schedule in relation to that property; and
- 6.9.2 in the case of the Tauranga Police Station land and Part Te Puna School, subject to the governance entity providing to the Crown by or on the settlement date the memoranda of lease referred to in clauses 6.10 and 6.11 below; and
- 6.9.3 in the case of the Puwhenua Forest Lands (if it has become a commercial redress property), subject to the governance entity providing to the Crown by or on the settlement date a registrable right of way easement over the part marked X on the diagram in part 4.1 of the attachments and in the form set out in part 2.8 of the documents schedule.

## DEED OF SETTLEMENT

### 6. FINANCIAL AND COMMERCIAL REDRESS

#### LEASEBACK OF SPECIFIC COMMERCIAL REDRESS PROPERTIES

- 6.10 The Tauranga Police Station land located at 15 Monmouth Street is to be leased back to the Crown, immediately after its transfer to the governance entity, on the terms and conditions provided by the relevant lease for that property in part 2.2 of the documents schedule (being a registrable ground lease for the property, ownership of the improvements remaining unaffected by the transfer).
- 6.11 The following commercial redress property is to be leased back to the Crown, immediately after its purchase by the governance entity, on the terms and conditions provided by the relevant lease for that property in part 2.1 of the documents schedule (being a registrable ground lease for the property, ownership of the improvements remaining unaffected by the transfer):

6.11.1 Part Te Puna School, Te Puna Road, Te Puna.

#### OPTION TO PURCHASE TAURANGA POLICE STATION IMPROVEMENTS

- 6.12 If the registered proprietor of the Tauranga Police Station land is the governance entity, or a Ngāti Ranginui entity, the governance entity or the Ngāti Ranginui entity (as the case may be) will, for 10 years from the latter of the settlement date or the date that the building is completed and in use by New Zealand Police as the Tauranga Police Station, have the option to purchase the Tauranga Police Station Improvements on the terms and conditions in part 5 of the property redress schedule.
- 6.13 If the governance entity or a Ngāti Ranginui entity (as the case may be) elects to purchase the Tauranga Police Station Improvements in accordance with clause 6.12, the Tauranga Police Station Improvements will be leased back to the Crown, on the terms and conditions provided by the form of registrable commercial lease for the Tauranga Police Station in part 2 of the document schedule. The registrable ground lease for the Tauranga Police Station referred to in clause 6.10 will be surrendered on commencement of the commercial lease for the Tauranga Police Station.

#### PUWHENUA FOREST LANDS

- 6.14 Ngāti Ranginui, Tapuika and Ngāti Rangiwewehi have advised the Crown that they have jointly agreed to the following ultimate land interests in Puwhenua Forest Lands:
- 6.14.1 Tapuika 55%;
- 6.14.2 Ngāti Rangiwewehi 25%;
- 6.14.3 Ngāti Ranginui 20%.
- 6.15 Ngāti Ranginui, Tapuika and Ngāti Rangiwewehi have further advised the Crown that they have agreed amongst themselves that:
- 6.15.1 because it is proposed that Ngāti Ranginui will complete their deed of settlement before Tapuika and Ngāti Rangiwewehi, the Puwhenua Forest Lands can transfer to the governance entity on the settlement date; and



## DEED OF SETTLEMENT

### 6. FINANCIAL AND COMMERCIAL REDRESS

- 6.15.2 within six months of the settlement date the Puwhenua Forest Lands will transfer from the governance entity to an agreed joint entity that will be established to hold the Puwhenua Forest Lands for all three Iwi; and
- 6.15.3 Tapuika and Ngāti Rangiwewehi will reimburse Ngāti Ranginui for their share of the agreed transfer value when the Puwhenua Forest Lands transfer to the agreed joint entity.
- 6.16 The Crown will transfer the Puwhenua Forest Lands to the governance entity on the settlement date on the terms provided in part 12 of the legislative matters schedule.
- 6.17 Clause 6.16 will apply if:
- 6.17.1 the Crown has received, within six months from the date of this deed, written confirmation from each of the governance entity, the Te Maru o Ngāti Rangiwewehi Trust and the Tapuika Iwi Authority Trust that they agree with the Crown on the transfer value for the transfer of the Puwhenua Forest Lands from the Crown to the governance entity; and
- 6.17.2 the Crown has received within six months from the date of this deed written confirmation from each of the governance entity, the Te Maru o Ngāti Rangiwewehi Trust and the Tapuika Iwi Authority Trust that an agreed joint entity has been established for the purpose of receiving and holding the Puwhenua Forest Lands.
- 6.18 If clauses 6.16 and 6.17 apply the Puwhenua Forest Lands shall become a commercial redress property.
- 6.19 The transfer value for Puwhenua Forest Lands is to be established as soon as practicable after the date of this deed but in any case will not be more than \$800,000 exclusive of GST, if any. For the avoidance of doubt, the transfer value includes no adjustment to reflect stumpage taken during the period between the date the valuation is established and the settlement date.
- 6.20 The Crown will use best endeavours to remove the part of Lot 1 DPS 85782 shown in red on the diagram in part 4.1 of the attachments schedule from lease H 773890 before the settlement date.

### SETTLEMENT LEGISLATION

- 6.21 The settlement legislation will, on the terms provided by part 12 of the legislative matters schedule, enable the transfer of the commercial redress properties to the extent required.

### RFR OVER HOUSING NEW ZEALAND CORPORATION LAND

- 6.22 The governance entity is to have a right of first refusal in relation to a disposal by Housing New Zealand Corporation of RFR land.
- 6.23 The right of first refusal is -



## DEED OF SETTLEMENT

### 6. FINANCIAL AND COMMERCIAL REDRESS

- 6.23.1 to be on the terms of the settlement legislation provided for by part 13 of the legislative matters schedule; and
- 6.23.2 in particular, - to apply for a term of 171 years from the settlement date; but
- 6.23.3 only if the RFR land is not being disposed of in the circumstances provided by paragraphs 14.11 and 14.12 of the legislative matters schedule.

#### RIGHT OF FIRST REFUSAL OVER QUOTA

- 6.24 The Crown agrees to grant to the governance entity a right of first refusal to purchase certain quota as set out in the RFR deed over quota.

#### *Delivery by the Crown of a RFR deed over quota*

- 6.25 The Crown must, by or on the settlement date, provide the governance entity with two copies of a deed (the "**RFR deed over quota**") on the terms and conditions set out in part 3 of the documents schedule and signed by the Crown.

#### *Signing and return of RFR deed over quota by the governance entity*

- 6.26 The governance entity must sign both copies of the RFR deed over quota and return one signed copy to the Crown by no later than 10 business days after the settlement date.

#### *Terms of RFR deed over quota*

- 6.27 The RFR deed over quota will:
- 6.27.1 relate to the RFR area;
- 6.27.2 be in force for a period of 50 years from the settlement date; and
- 6.27.3 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 introduce or sell quota*

- 6.28 The Crown and the governance entity agree and acknowledge that:
- 6.28.1 nothing in this deed, or the RFR deed over quota, requires the Crown to:
- (a) purchase any provisional catch history, or other catch rights, under section 37 of the Fisheries Act 1996;
  - (b) introduce any applicable species (being the species referred to in Schedule 1 of the RFR deed over quota) into the quota management system (as defined in the RFR deed over quota); or

## DEED OF SETTLEMENT

### 6. FINANCIAL AND COMMERCIAL REDRESS

- (c) offer for sale any applicable quota (as defined in the RFR deed over quota) held by the Crown; and
- 6.28.2 the inclusion of any applicable species (being the species referred to in Schedule 1 of the RFR deed over quota) in the quota management system may not result in any, or any significant, holdings by the Crown of applicable quota.

### MĀORI RESERVATION

- 6.29 For the purpose of recognising and taking into account the importance of providing economic and infrastructure support for marae and associated papakāinga housing for Ngā Hapū of Ngāti Ranginui the settlement legislation will provide that the properties described in Table 1, part 4 of the property redress schedule and marked with an asterisk will be set apart on the settlement date as individual Māori reservations as if those sites were set apart under section 338(1) of Te Ture Whenua Māori Act 1993:
- 6.29.1 for marae and associated papakāinga housing purposes; and
  - 6.29.2 to be held on the terms of trust set out in paragraph 15.1 of the legislative matters schedule for the benefit of Ngā Hapū o Ngāti Ranginui by:
    - (a) the governance entity; or
    - (b) a hapū entity of the hapū associated with the property (as shown in part 4 of the property redress schedule).

## 7 OTHER MATTERS

### CONTINGENT PROPERTIES

- 7.1 Part 9 of the property redress schedule provides the governance entity with a conditional right to purchase any one or more of the contingent properties on and from the earlier of –
- 7.1.1 the date that is seven years from the settlement date (unless by that date Ngāti Hinerangi (or a claimant group that includes Ngāti Hinerangi) and the Crown have entered into a deed of settlement in respect of the historical Treaty of Waitangi claims of Ngāti Hinerangi that provides for the fee simple estate of any one or more of the contingent properties to be transferred to or vested in a Ngāti Hinerangi governance entity); or
  - 7.1.2 the Ngāti Hinerangi settlement date, if neither the Ngāti Hinerangi deed nor the Ngāti Hinerangi legislation provide for the fee simple estate of any one or more of the relevant contingent properties to be transferred to or vested in a Ngāti Hinerangi governance entity.
- 7.2 The governance entity undertakes not to oppose Ngāti Hinerangi (or a claimant group that includes Ngāti Hinerangi) seeking or obtaining the contingent properties through Ngāti Hinerangi's settlement process.

## 8 COLLECTIVE DEED

### COLLECTIVE DEED

- 8.1 The Crown and Ngā Hapū o Ngāti Ranginui acknowledge that:
- 8.1.1 the Crown and TMIC are currently negotiating the Collective Deed which will specify the collective redress that each individual iwi comprising TMIC will receive from the Crown, in addition to their individual redress set out in their respective deeds of settlement;
  - 8.1.2 all redress for Ngā Hapū o Ngāti Ranginui accordingly comprises all redress set out in this deed, and the Collective Deed insofar as Ngā Hapū o Ngāti Ranginui's interests in TMIC and the Collective Deed are concerned.

## 9 SETTLEMENT LEGISLATION, CONDITIONS, AND TERMINATION

### SETTLEMENT LEGISLATION

9.1 The Crown must propose the draft settlement bill for introduction to the House of Representatives by the latter of the following:

9.1.1 12 months after the date of this deed; or

9.1.2 12 months after the signing of the Collective Deed.

In doing so the Crown may elect the extent to which such draft settlement bill deals with, in addition to this deed, the Collective Deed and any other deed of settlement with the other iwi who comprise TMIC.

9.2 The settlement legislation proposed for introduction must include all matters required by:

9.2.1 this deed; and

9.2.2 in particular, the legislative matters schedule; and

9.2.3 be in a form that is satisfactory to the governance entity and to the Crown.

9.3 However, the settlement legislation proposed for introduction to the House of Representatives, may include changes to the requirements of this deed agreed in writing by the governance entity and the Crown.

9.4 Ngā Hapū o Ngāti Ranginui and the governance entity must support the passage through Parliament of the settlement legislation.

### SETTLEMENT CONDITIONAL

9.5 This deed, and the settlement, are conditional on the settlement legislation coming into force.

9.6 However, the following provisions of this deed are binding on its signing:

9.6.1 clauses 6.2 to 6.7 and 9.1; and

9.6.2 paragraph 1.3, and parts 4 to 7, of the general matters schedule.

## DEED OF SETTLEMENT

---

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

#### EFFECT OF THIS DEED

9.7 This deed -

9.7.1 is "without prejudice" until it becomes unconditional; and

9.7.2 in particular, may not be used as evidence in proceedings before, or presented to, the Waitangi Tribunal, any court, or any other judicial body or tribunal.

9.8 Clause 9.7 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

#### TERMINATION

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

9.9.1 the settlement legislation has not come into force within 36 months after the date of this deed or such further date as the parties may agree; and

9.9.2 the terminating party has given the other party at least 60 business days' notice of an intention to terminate.

9.10 If this deed is terminated in accordance with its provisions, it -

9.10.1 (and the settlement) are at an end; and

9.10.2 does not give rise to any rights or obligations; and

9.10.3 remains "without prejudice".



## 10 GENERAL, DEFINITIONS, AND INTERPRETATION

### GENERAL

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

### HISTORICAL CLAIMS

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



## DEED OF SETTLEMENT

### 10. GENERAL, DEFINITIONS, AND INTERPRETATION

10.2.2 includes every claim to the Waitangi Tribunal to which clause 10.2.1 applies that relates exclusively to Ngā Hapū o Ngāti Ranginui or a representative entity, including the following claims:

- (a) Wai 227 - Pirirākau claim;
- (b) Wai 727 - Ngāti Taka claim;
- (c) Wai 42(a) - Ngāti Kahu, Ngāti Rangi and Ngāti Pango claim;
- (d) Wai 672 - Ngāti Hangarau, and Ngamanawa Incorporation claim  
Wai 503;
- (e) Wai 659 - Ngāi Tamarāwaho claim;
- (f) Wai 370 - Ngāi Te Ahi claim;
- (g) Wai 362 - Ngāti Ruahine claim;
- (h) Wai 1931 – Ngāi Tamarāwaho claim; and
- (i) Wai 2264 – Management of the Wairoa River (Pihema) claim; and

10.2.3 includes every other claim to the Waitangi Tribunal to which clause 10.2.1 applies, so far as it relates to Ngā Hapū o Ngāti Ranginui or a representative entity, including the following claims:

- (a) Wai 42(b)- Ngāti Ranginui Land claim;
- (b) Wai 42(d) - Ngāti Ranginui Land claim;
- (c) Wai 47 – Ngāti Pukenga, Ngāi Te Rangi and Ngāti Ranginui Land and Resources insofar as it relates to Ngāti Ranginui claim;
- (d) Wai 360 – Matapihi Ohuki No. 3 claim;
- (e) Wai 580 – Otamahata Land claim insofar as it relates to Ngāti Ranginui;
- (f) Wai 611 – Ngāti Ranginui Interests claim;
- (g) Wai 853 – Local Government Act claim;
- (h) Wai 86 – Waikareao Estuary claim;
- (i) Wai 707– Parish of Te Puna claim;
- (j) Wai 708 Tauranga Harbour (Pirirākau) claim;

## DEED OF SETTLEMENT

### 10. GENERAL, DEFINITIONS, AND INTERPRETATION

- (k) Wai 208– Bethlehem School Site claim;
- (l) Wai 336 – The Ancestral Lands and Energy Companies Act 1992 claim insofar as it relates to Ngāti Ranginui;
- (m) Wai 465 insofar as it relates to Ngāti Ranginui – Maungatapu and Kaitemako claim; and
- (n) Wai 1793 - Wairoa and Valley Roads Lands claim insofar as it relates to Ngāti Ranginui.

10.3 However, **historical claims** does not include the following claims -

10.3.1 a claim that a member of Ngā Hapū o Ngāti Ranginui, or a whānau, hapū, or group referred to in clause 10.5.2, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in clause 10.5.1;

10.3.2 a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 10.3.1.

10.4 To avoid doubt, clause 10.2.1 is not limited by clauses 10.2.2 or 10.2.3.

#### NGĀ HAPŪ O NGĀTI RANGINUI

10.5 In this deed, **Ngā Hapū o Ngāti Ranginui** or the **settling group** means -

10.5.1 the collective group composed of individuals who descend from one or more of Ngā Hapū o Ngāti Ranginui tūpuna or ancestors; and

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

- (a) Pirirākau
- (b) Ngāti Taka
- (c) Wairoa hapū
- (d) Ngāti Hangarau
- (e) Ngāi Tamarāwaho
- (f) Ngāi Te Ahi
- (g) Ngāti Ruahine
- (h) Ngāti Te Wai; and

## DEED OF SETTLEMENT

### 10. GENERAL, DEFINITIONS, AND INTERPRETATION

10.5.3 every individual referred to in clause 10.5.1.

10.5.4 For the purposes of clause 10.5.2(c) Wairoa hapū includes the following groups:

- (a) Ngāti Rangi
- (b) Ngāti Kahu; and
- (c) Ngāti Pango.

10.6 For the purposes of clause 10.5.1 -

10.6.1 a person is **descended** from another person if the first person is descended from the other by -

- (a) birth; or
- (b) legal adoption; or
- (c) Māori customary adoption in accordance with the settling group's tikanga (customary values and practices); and

10.6.2 Ngā Hapū o Ngāti Ranginui **tūpuna** or **ancestors** means an individual who exercised customary rights by virtue of being descended from:

- (a) Ranginui; or
- (b) a recognised ancestor of any of the groups referred to in clause 10.5.2 and 10.5.4; including:
  - (i) in relation to Pirirākau: Tutereinga and Maungapohatu (also known as Te Ua Maungapohatu);
  - (ii) in relation to Ngāti Taka: Te Ua Maungapohatu;
  - (iii) in relation to Ngāti Kahu: Herewini Te Kaiamo and Perahia;
  - (iv) in relation to Ngāti Rangi: Pakaruwakanui;
  - (v) in relation to Ngāti Pango: Te Poria and Pango
  - (vi) in relation to Ngāi Tamarāwaho: Tahuriwakanui
  - (vii) in relation to Ngāi Te Ahi: Ngaruinga and Tamahika; and
- (c) who exercised customary rights predominantly in relation to Ngā Hapū o Ngāti Ranginui area of interest any time after 6 February 1840.

## DEED OF SETTLEMENT

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### 10. GENERAL, DEFINITIONS, AND INTERPRETATION

10.6.3 **customary rights** means rights according to tikanga Māori (Māori customary values and practices), including -

- (a) rights to occupy land; and
- (b) rights in relation to the use of land or other natural or physical resources.

### MANDATED NEGOTIATORS AND SIGNATORIES

10.7 In this deed -

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

- (a) Peri Kohu - Ngāi Tamarāwaho; and
- (b) Matakokiri Tata - Ngāi Tamarāwaho; and
- (c) Horimatua George Evans - Ngāi Tamarāwaho; and
- (d) Piripi Winiata - Ngāi Tamarāwaho; and
- (e) Kimiora Rawiri - Ngāti Hangarau; and
- (f) Tatai Allen - Ngāti Hangarau; and
- (g) Gerry Gardiner - Ngāti Hangarau; and
- (h) Tawharangi Nuku - Ngāti Hangarau; and
- (i) Colin Bidois - Pirirākau; and
- (j) Horimatua George Evans - Ngāti Te Wai; and
- (k) Nepia Bryan - Ngāti Te Wai; and
- (l) Te Pio Kawe - Ngāi Te Ahi; and
- (m) Lance Waaka - Ngāti Ruahine; and
- (n) Te Ruruanga Te Keeti - Wairoa hapū; and
- (o) Bob Leef - Ngāti Taka; and

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

- (a) Ngāti Hangarau - Arapera Nuku; and



## DEED OF SETTLEMENT

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### 10. GENERAL, DEFINITIONS, AND INTERPRETATION

- (b) Ngāti Hangarau - Martha Mana; and
- (c) Ngāti Hangarau - Karora Smith; and
- (d) Ngāti Hangarau - Kihi Ngatai; and
- (e) Ngāi Te Ahi - Matemoana McDonald; and
- (f) Ngāi Te Ahi - Huikakahu Kawe; and
- (g) Ngāi Te Ahi - Rangiwakaehu Walker; and
- (h) Wairoa hapū - Ngaronoa Reweti-Ngata; and
- (i) Wairoa hapū - Te Ringahora Gotz; and
- (j) Ngāi Tamarāwaho - Morehu Ngātoko Rahipere; and
- (k) Ngāi Tamarāwaho - Merewhiua Bennett; and
- (l) Pirirākau - Frank Borell; and
- (m) Pirirākau - Tommy Kuka; and
- (n) Pirirākau - Maria Ngatai; and
- (o) Pirirākau - Rawiri Kuka; and
- (p) Pirirākau - Billy Borrell; and
- (q) Pirirākau - Jennifer Rolleston; and
- (r) Pirirākau - Atiria Ake; and
- (s) Pirirākau - Kowhai Wihapi; and
- (t) Pirirākau - Taakahi Borell; and
- (u) Pirirākau - Meremaehe Borell; and
- (v) Ngāti Ruahine - Te Reohau Ranui (Goro); and
- (w) Ngāti Ruahine - Morgan (Joe) Kee; and
- (x) Ngāti Ruahine - Arianna Waaka; and
- (y) Ngāti Ruahine - Dudley Walker; and

## DEED OF SETTLEMENT

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### 10. GENERAL, DEFINITIONS, AND INTERPRETATION

- (z) Ngāti Ruahine - Hinerongo Walker; and
- (aa) Ngāti Taka - Stephanie Taiapa; and
- (bb) Ngāti Taka - Darren Leef; and
- (cc) Ngāti Taka - Neil Hirama; and
- (dd) Ngāti Taka - Pania Brown.

#### ADDITIONAL DEFINITIONS

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

#### INTERPRETATION

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



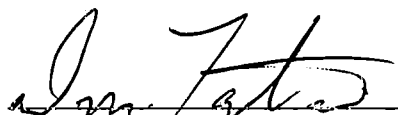
DEED OF SETTLEMENT

SIGNED as a deed on 21 June 2012

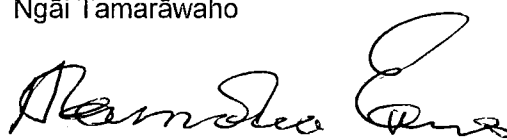
SIGNED for and on behalf  
of NGĀ HAPŪ O NGĀTI RANGINUI by  
the mandated negotiators in the  
presence of -



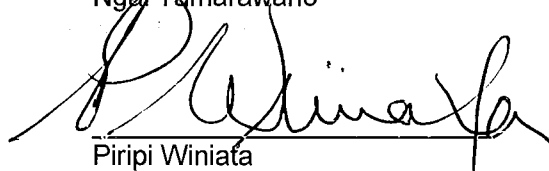
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Ngāi Tamarāwaho



Matakokiri Tata  
Ngāi Tamarāwaho



Horimatua George Evans  
Ngāi Tamarāwaho



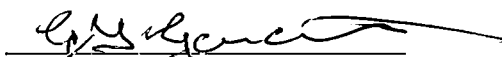
Piripi Winiata  
Ngāi Tamarāwaho



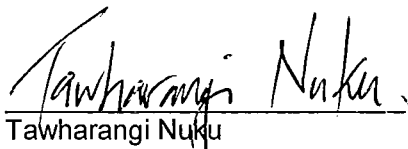
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Ngāti Hangarau



Tatai Allen  
Ngāti Hangarau



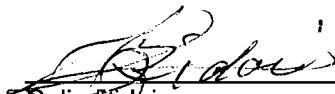
Gerry Gardiner  
Ngāti Hangarau



Tawharangi Nuku  
Ngāti Hangarau



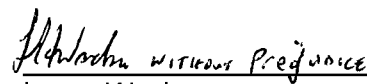
DEED OF SETTLEMENT

  
Colin Biddis  
Pirirākau

Horimatua George Evans  
Ngāti Te Wai

Nepia Bryan  
Ngāti Te Wai

  
Te Pio Kawe  
Ngāi Te Ahi

  
Lance Waaka  
Ngāti Te Ruahine

  
Te Ruruanga Te Keeti  
Wairoa hapū

  
Bob Leer  
Ngāti Taka

WITNESS

\_\_\_\_\_  
Name:  
Occupation:  
Address:



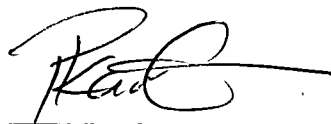


DEED OF SETTLEMENT

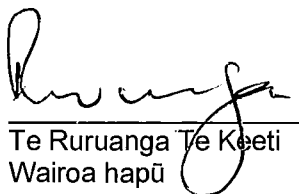
SIGNED by the Trustees of the Ngā Hapū o Ngāti Ranginui Settlement Trust in the presence of -



Kimiora Rawiri  
Ngāti Hangarau (Trustee)



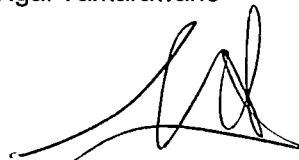
Te Pio Kawe  
Ngāi Te Ahi



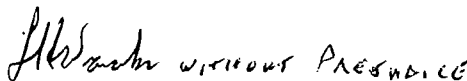
Te Ruruanga Te Keeti  
Wairoa hapū




Rob Urwin  
Ngāi Tamarāwaho



Shadrach Rolleston  
Pirirākau



Lance Waaka  
Ngāti Ruahine



Caine Taiapa  
Ngāti Taka



DEED OF SETTLEMENT

---



Horimatua George Evans  
Ngāti Te Wai

WITNESS

---

Name:

Occupation:

Address:



DEED OF SETTLEMENT

SIGNED for and on behalf of THE CROWN by -

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

  
Hon Christopher Finlayson

WITNESS



Name: Hon Simon Bridges

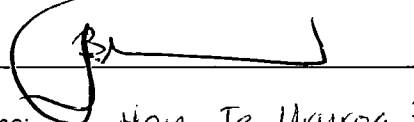
Occupation: Member of Parliament

Address: Tauranga

The Minister of Māori Affairs  
in the presence of -

  
Hon Dr Pita Sharples

WITNESS




Name: Hon Te Ururoa Flavell

Occupation: Member of Parliament

Address: Tauranga

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

  
Hon Simon William English

WITNESS



Name: Andreaere Houkama

Occupation: Public Servant

Address: Wellington

DEED OF SETTLEMENT

Pirirākau

SIGNED by the mandated signatories of Pirirākau in the presence of:

\_\_\_\_\_  
Frank Borell

*Tommy Wilson*  
Tommy WILSON

\_\_\_\_\_  
Tommy Kuka

\_\_\_\_\_  
Maria Ngatai

*Jennifer Rolleston*  
Jennifer Rolleston

\_\_\_\_\_  
Rawiri Kuka

\_\_\_\_\_  
Billy Borrell

*Shadrach Rolleston*

\_\_\_\_\_  
Jennifer Rolleston

\_\_\_\_\_  
Atiria Ake

\_\_\_\_\_  
Kowhai Wihapi

\_\_\_\_\_  
Taakahi Borell

\_\_\_\_\_  
Meremaehe Borell

*Atiria Ake*


DEED OF SETTLEMENT

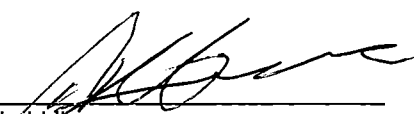
---

Ngāti Taka

SIGNED by the mandated signatories of Ngāti Taka in the presence of:

  
Stephanie Taiapa

  
Darren Leef

  
Neil Hiramā

  
Panía Brown

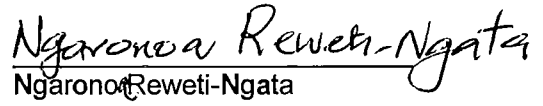


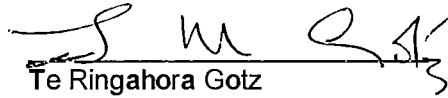
DEED OF SETTLEMENT

---

Wairoa hapū

SIGNED by the mandated signatories of Wairoa hapū in the presence of:

  
Ngārono Reweti-Ngata

  
Te Ringahora Gotz



DEED OF SETTLEMENT

---

Ngāti Hangarau

SIGNED by the mandated signatories of Ngāti Hangarau in the presence of:

\_\_\_\_\_  
Arapera Nuku

\_\_\_\_\_  
Martha Mana

\_\_\_\_\_  
Karora Smith

\_\_\_\_\_  
Kihi Ngatai



DEED OF SETTLEMENT

---

Ngāi Tamarāwaho

SIGNED by the mandated signatories of Ngāi Tamarāwaho in the presence of:

  
Morehu Ngātoko Rahipere

  
Merewhiua Bennett






DEED OF SETTLEMENT

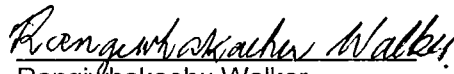
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Ngāi Te Ahi

SIGNED by the mandated signatories of Ngāi Te Ahi in the presence of:

  
Matemoana McDonald

  
Huikakahu Kawe

  
Rangihakaehu Walker



DEED OF SETTLEMENT

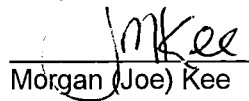
---

Ngāti Ruahine

**SIGNED** by the mandated signatories of Ngāti Ruahine in the presence of:



Te Reohau Ranui (Goro)



Morgan (Joe) Kee

Arianna Waaka

Dudley Walker

Hinerongo Walker



DEED OF SETTLEMENT

---

Ngāti Te Wai

SIGNED by the mandated signatories of Ngāti Te Wai in the presence of:

*Ngātinui Te Wai*      *Ronnie Ems*

*[Handwritten mark]*

DEED OF SETTLEMENT

Kiri Rita (Ngata) Pirirākau

Colin Hamza-pohaki Bedois

J. Bidler  
A. Bidler

~~AKO~~

Rawson

J. ~~Ngata~~  
T. ~~Ngata~~  
H. ~~Ngata~~  
C. ~~Ngata~~  
S. ~~Ngata~~  
T. ~~Ngata~~

~~AKO~~  
M. ~~Ngata~~

Deven Tukakao  
Ngakaraua Williams  
Sarah Tukakao  
Hinevarua Medenald  
Kirihaere Tukakao

Steph Wilson (Korell)

~~R. ~~Ngata~~~~  
~~M. ~~Ngata~~~~

~~J. ~~Ngata~~~~

Hania Douglas  
Hineataraia Williams  
Teiwo Tukakao  
Kirihaere Beyarow

~~R. ~~Ngata~~~~

~~H. ~~Ngata~~~~

(Le Hinga Rawson)

~~Ngata~~

~~AKO~~

Pamela Bidler

~~J. ~~Ngata~~~~

Jonas R

Riika Sandhu

~~J. ~~Ngata~~~~

Arona Solomon

B. Bonell

~~AKO~~

KH Nicholas (Kirihaere)

Arlene Nuky

Amy Ngawhane

Chris Tu Tangitu

Jangi Tupene

Mahua Wilson

DEED OF SETTLEMENT

Pirirākau

Rahera Ormsby

Jamala Ormsby

Hohaka Borrell

~~Ngawari~~ / utengoa

Wai Phyllis Smith

Angela Whana Tangatai Meara

Tereai Allen

Hana Tukooka

Rose Borrell

Lynette Jack-Isaac

(Dora)

Rena Borrell

Allison Borrell (S/N)

Jordan Bonfield

Rauiri

Rita

Reweti Te Mata

Sarah Te Mata

Awarui Te Mata

Matehia Te Mata

Taruaka Te Mata

Marie Te Mata

Terangi Te Mata

Ngakemara Te Mata

Eden - ...

Ruharia Borrell

RAUAS MITA

Michelle Reihana

Moira Smith

Reihana Smith

Gilly Bidois

Herepete Toi Marsden Bidois

H Paki

MB idoris

TORO BORO

Te Kuka Tukooka

L. Whare. CAROL WHARE

Whare Mo Toko Mokoapan Josephine Ranepa

Mohi Tekantaka Elder

Elizabeth Murray

JANIE TUKOOKA

Titihua Kawangamai Ngaitai

Hinemau Rangi

Norm Pakiri

TIR Nicholas

Sally Harrison

Carol Peene

Karin Peene - Tangitu

Chanse Shea Bridger

Raven - Shea - Bridger

Duane Borrell. Condos PHD

DEED OF SETTLEMENT

Pirirākau

Jayda Hopping

Kopa Chanse Raven Cbe Bridges

James Kuka.

Lucy N. Gannay.

Rahera Bidois

(Thermaine Borell

Nganainera Ngatoko.

Paris Nuku.

Lane Borell.

Natalia Hopping

Taruke Tapichu

(Te Whānau Kuka.

Tame, Huia, Heywood, Shirley, Maia, Ani, Te Karahi, Paea, Miro,

Turora, Te Akau, Inoia, Tangaroa, Paea Kiriā, Te Aoterangi,

Jean Smith

Mitchell Clements

Waimaria Bidois

Te Rakhi Clements

Henry Coffin

Nganeta Timutimu (Te Raukau)

John Tai

DEED OF SETTLEMENT

Pirirākau

Tiwha, Borell

~~Pitohou~~ All rights reserved.

J. A. Andrew.  
Kamira Tai.

~~John Biddle~~  
Aineira Hamiora Kuka.

Christina Petrus ~~C.P.~~

Terina Coffin  
TERINA - COFFIN

Erena-Sophia meretuahihi whata Coffin

Sheen Shea.  
Julieann Tawhiraangi Shea.

Naitali Pihirangi  
Aman Tangha.

He McTernan nee Rolleston  
TE KATHI PISA.

Hineray

Bridais

*[Handwritten signature]*  
18

DEED OF SETTLEMENT

Ngāti Taka

Hoki Nicholas  
Sawee Kuka

*[Handwritten signature]*

*[Handwritten signature]*  
Rauiri

Stephanie Teape

Victoria Martin  
Yeame Keln

Carrie  
*[Handwritten signature]*

Pame Brown

Kahera Tote

Wahia Wilson

Lani

Himura

Kame McEllan

Josephine Rorepua  
Mshi Tekautaka

Verise Brown

Te Aranga

*[Handwritten signature]*

James Brown

T.T.R. Nicholas  
Kelly Harrison

Ani Kuka

*[Handwritten signature]*

Amy Ngauriano

John Kimora Smith

Elizabeth Murray

Kelly Wilson

Bob Lee

*[Handwritten signature]*

Kylah

Lawrence



DEED OF SETTLEMENT

Ngāti Taka

K. H. Nicholas

Jane Kuke

Stephanie Taurua

Cary Taurua

~~Mark Taurua~~

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

Pamela Brown

Rachael

Victoria Martin

Yvonne Kuku

Auniera

Lani Singh Kuku

Te tranga

Treas *[Handwritten signature]*

T. R. Nicholas

Sally Harrison

Joanna Lukens

( Reverend

Ceser Brown Brown

Jane Brown Jane Brown

Alana Ani Kuku

Amy Ngamhau *[Handwritten signature]*

*[Handwritten signature]*

( Kuluah

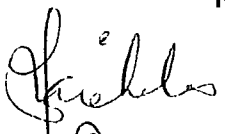

Raherato to


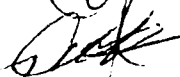
Lane Badois

*[Handwritten signature]*

DEED OF SETTLEMENT

Ngāti Taka


K H Nicholas   
Tance Kuke 

Stephencie Taiapa  
Caine Taiapa   
New Hiraera 

Henerau  
Ceise Brown Brown

Crime Brown June Brown

Danka Ani Kukan

Amy Ngawhare 

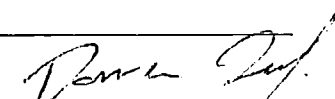
Pamela Brown

Kylah

~~Beadie~~

Kahera Joto

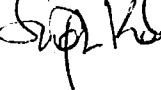
Lane Bidais.



Rawiri

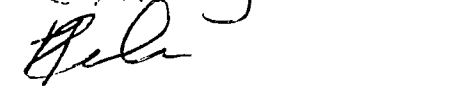
Victoria Martin

Wane Kuku

Lani Ramera 

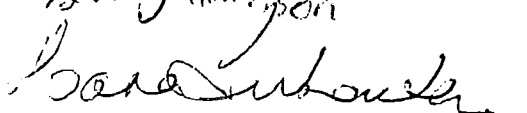
Yarne McLellan

Orange



T. T. R. Nicholas

Sally Harrison





DEED OF SETTLEMENT

Ngāti Taka

K H Nicholas  
Gance Kula  
Stephane  
Caine Taiapa  
Neil

*[Handwritten signatures]*  
Tapiye

Huriana  
Cecile Brown  
Jaime Brown  
Ami Kuka  
Amy Ngawhara

Jaime Brown  
*[Handwritten signatures]*

Acknowledging: Tupura.  
Te Uka mauanga, poto  
Te Hānau Kōwhiri  
Tawera Tahatua - Te Pōwhi Te hūtiāke  
Gama, Haki, Tangiera, Kaka.

Panae Brown  
Rahera Toto

Rawiri  
Victoria Mahto  
LANI Sugar Kulu  
Yvonne Kulu  
Yvonne McEllan

Te Whānau Kuka (Tame, Huia, Heywood, Shidey, Turora, Maia,  
Te Kanahi, Pōwhiri, Te Aderangi, Te Akau,  
Inoia, Tangarua, Kiriā)

*[Handwritten signature]*  
Kyllah  
L. B. B. S.

Te Māngā  
*[Handwritten signature]*  
T. R. Nicholas  
Killing Harrow  
Korara Jurek

*[Handwritten signature]*

DEED OF SETTLEMENT

Wairoa hapū

Gail Hoare MATTHEWS

Jane - see Jack - Keiro  
IAYE Te Whero

Ruth - a Beepie

Fetao Apapa - Tani

GOSPEL GATES

Brenda Theodora Young

Whakamahi Rubina Maxine George

Mumutao Phyllis Jane

Douglas Horace Tangata Marae

Rob - Whata - Budge

John Barrett Ngata George  
Pua Puka

Murphy

John

James Korohai Smith

Belmont

Mamaji Ngata Campbell

Te Rina Rangimarie Coffin  
Tani -

John

Ray Tokomaru 83

Handwritten signature

Handwritten signature

Hmerangi Pipi - Peden

L. apapa

Whitewaitia

Joy Zahira

HD Rakeri

Handwritten signature

Kam Whariri

Ruyana Whariri

Handwritten signature  
Handwritten signature

Handwritten signature

Troy

Handwritten signature

Handwritten signature

Titikahi Ngata

Hoana Tukutuku

Handwritten signature

DEED OF SETTLEMENT

Wairoa hapū

Lina Douglas  
Douglas

Edward Emma Brown

Maria Baker  
(Tacheta Reweti

Te Kihia-tee Kuka

Takinimai te Ata Kawa

Tahiri Kawa

Hinemoa Reweti

(Tempanoroa Ngatoko

P. H. Baker

Yama Kahu

Lani Singh Kahu

Raniera Singh Kahu

Wetina De Korti

Shirley Morrison

Ade Turner

Ralph Harvey  
10000000

Linda Lewis

Tatari Allen

Hineana Pihanga

M. Williams

Kuan Mui

Dianne Jimu-Coffe

Clara Maku Mathias

de  
Taruke Tapiata-Smith

E.S.

Bianca Mikara

Maryann Ngatoko

Wiparata Ngatoko

Debbie Macrae

Norm Pihiri

Tatari Maku

Ariana Maku

Nicene Williams  
Maria Williams 84  
Tammah Williams

DEED OF SETTLEMENT

teteira - Mahu Wairoa hapū

Ariana Moker

Tanmana Williams

Maria Williams

Wirena Williams

Jamie Tukakoto

Hur-te-ihia-te-kauki Nepi

Ruatapuake Tahi Ngata

To Kuku Tukakau

Towerangi Thomas Smith

Billy Harrison

Victoria Martin

Luella Reid

L. Bidois

Rumanga Te Keti

Waimarama mahu

DEED OF SETTLEMENT

Ngāti Hangarau

Jean Smith  
 Jan O'Brien  
 J. Kelly  
 K. Richona  
 Makini Johnson  
 Tuterangiwhio Tapata  
 Stephanie Tapata  
 Jim O'Brien  
 Ngāro Tapata-Smith  
 Te Ahi  
 Awhi Te Ahi  
 Sarah Te Ahi  
 Awhi Te Ahi  
 Maitesia Te Ahi  
 Te Ahi Te Ahi  
 Marie Te Ahi  
 Te Ahi Te Ahi  
 Ngāro Te Ahi  
 Lynette Jack-king  
 (Oyter)  
 Shaven Ranapia  
 Renee Ranapia  
 Kaha Jack-king  
 Patricia Jack-king  
 Te Ahi Jack-king

Huhana Rolleston  
 Mitchell Stewart  
 Mabara Graham Smith  
 Wai Phyllis Smith  
 Douglas Harman Tangata  
 John Martin  
 Sammanu Williams  
 Judy Brown HARPER  
 Te Kura Tukohau  
 Māngi Ngata-Campbell  
 Jordan Campbell  
 Jerome Walters  
 Te Ahi  
 Jimie Tukohau  
 Wena Ranapia  
 Samuel Ranapia  
 Shaven Ranapia  
 Renee Ranapia  
 Paora Elder  
 Rose Elder  
 Ani Elder

*Handwritten signature*

DEED OF SETTLEMENT

Ngāti Hangarau

Rebo

Parakia Smith

N.A. Tunituni (Te Mete. Raraka)

Arlene Nuku

Raya Smith

Makia Walters

Ainia Gardiner

Tarita Fidon

Marie Barton

Maui Kura Barber

Te. Ngahuru Keroi

X. Piriya Barton

Bico B. Stoj

E. Whitinga Ormsby

Reihana Smith

Wairere Barton

Hinekapurangi Rolleston

Rawhi Gardiner

Kingston Douglas

Patehua Bishop

Josephine Pango

J. Mhi Tekeatoka Elder

Jeannette Tuteki

Ioana Tukuroka

Mabel Wharekawa

Tom Wharekawa

Langihaere Dolores

Nath

Rhyana Wharapu

Kanu Wharapu

Brett Kaikohu. Roretara

Tapirata

Jerome Walters

Denton Kaka

Thaka Smith

Moun Smith

Kaikohu Rehana

Taunamu Williams

~~Robert~~

~~John~~  
Jennifer Clair

Ranieri

Thomas M. Smith Wharapu

~~DA~~  
Nauirangi Ngata Campbell

Jordan Bankfield

Edward Eruera Siona 81

Smiles



DEED OF SETTLEMENT

Teiavo Tukaokao  
Kirihaehae Tukaokao Seymour

Ngāti Hangarau

Te Pani Te-Mete

Jess Gardner

Mantha Moana

Bella Arapera Nuku

Kawera Te Mēte

Jayda Hopping

Brake Tapata

Dee Ann Muntz

Diane Bennett

Geraldine Parehua Murphy (nee Bennett)

Veronica Ham Seddon

Jay Rakiri

Tahuri Wakanui Kuka

Dawn Tukaokao

Sarah Tukaokao

Hine Wairua McDonald

Ashina Matcho

Aurere Matcho

Ben Guda

Witara Kuka

Shirley

Mavis Nuku

Napuwamere Ngatoto

Christina Sanderson

Janetia

Judianne Japato

Elise Nuku

Wairua Hopping

Mary Jess (Tata)

Ngahiri Nuku

Te Hau Paera Hona

Paora Tutaki Hona

Jeannette Japato

Tawera Black

Hahua Tutengashe - Ferris

Spencer Mureahi

Everlee Toto

Chamylae Toto

Bianca Mikaere

Katarana Parame/Dido

Walter Puhimana Kicks

DEED OF SETTLEMENT

Ngāti Hangarau

Ngapakī Lutaki  
Tamahia Tawa  
Kiri Peita

Ngaronoa Reweti - Ngata  
Titihua Kawangau Ngata  
Hone Te Ihi O Te Rangi Ngata

Amy (Pihana) McLaughlin

Norm Rahiri  
Bally Harrison

D. J. James  
Marie Adcock

Te Pupuli Clements

Michelle Whakahuia Reihana

Jania Gardiner

Sharnie Te Aranga Gardiner  
Tara Gardiner

Dale Makuini Johnson

Tono o te Rangi Tutengaehe - Ferris

Makuini Kataraina Raha Pohio Johnson

Leah Pope

Jennifer Hughes

Titihua Kirinui

Jim NCAT

~~Wendy Dill~~

Jamie Smith

Gerardine Reweti McQuinn

Teresa Diamond

DEED OF SETTLEMENT

Kylei Williams

Ngāi Tamarāwaho

Te Whareniata Wahinerahi Peggy Mabel  
Foster Wepeta, Mukeene

Nevana Tata

Mgakaraua  
William

Kenu Rurope

Luni Williams

Rewi Jones

James Lee Jack-Kuiu  
Ani Te Rangianivanua Harawi  
Iru Harawira

Sarah Te Mese

Chaka Smith

Aurora Te Mese

Mouri Smith

Marian Te Mese

Rana Smith

Furaha Te Mese

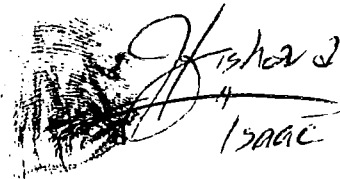
Rehana Smith

Maria Te Mese

Jericho Rhodes-Bishara

Terangi Te Mese

Nyckamara Te Mese

 Isaac Bishara

TERAE APOKO

Joy Ngatoko - Rahipere

Yvonne M'kel

Taihiahi Kohu Atakaraui

Wairi Kohu Matika

Victoria Martin

Te Matine Matika  
KAIANA Kohu

Imke

Tamara Williams

Aramahou Petru  
Niprona Reweti-Ngata

Mataata Brown Rangi

Te Rauha Brown

Hector Brown

Elizabeth Brown

70  
Sundus

ROY BROWN - HAROLD

Edith Brown  
- Elizabeth  
Lefant

DEED OF SETTLEMENT

Kaupuni Whinaia  
Ngāi Tamarāwaho

Kylie Wilson

Je Whaiwaiata Wahinerah Leggy Mahel  
Foster, Mikeere, Nicolas, Wēphia.  
Barbie huntress poata.

Wena: Romape

Maora Seed

Aoy Ngatoko Rahipere (Jack-Kino)

Pahi Nukū

Izich Nukū

Whinaia Whinaia & Te Aroha Whinaia

Te Aroha Te Aroha Tukirangi

Hueirangi Papi - Benon & Wenaia

Aniara Kaha Makarangi

Wenaia

J.P.E.N.E

Huiona Ranapia

Niporata Ngatoko

Rahipere

Te Aroha Lutanga

Maoranga Ngatoko

Wenaia Whinaia

Wenaia

J.P.E.N.E

Whinaia

Kirsty Wilson

Whinaia

Maoranga Ngata-Campbell

Ngarewa Tumbur

Arlene Nukū

James Tukaraka

Tatiana Ngata

Te Rautaki Clements

Timi Tukake

Wenaia

Sativa Tata

Anamua Ruzui

Ngarewa Reweti Ngata

Douglas

Tamara Wilson

Wenaia

DEED OF SETTLEMENT

Ngāi Tamarāwaho

Merewhira Bennett

Rangimiri Wata

Henara Ranapa

Amara Henara

Pipi Tukao Koo

Ngakaraua Williams

Jane Henara Nikau-Tatou

Queen Zahuka

Lina Marie Tangiwai Ngatuku

Louder Sophie Mariana Collier

Kura Muri

Ewene Poto

Jeta Poto

Wikura Kura

Bianca Mikaere

Pans Muku

Yeane Koo  
42

Ngawairera Ngatoko

DEED OF SETTLEMENT

Daniel Keta

TROY BROWN - HARPER

Ngāi Tamarāwaho

Amy (Piakana) McLaughlin

Yvonne McEldon

Hineangi Peipi - Brown

Al. Mack

Daniel Peipi - Brown

Barbie mistress Pooton

Edna Peipi - Brown

Peipi

Ashina Peipi - Brown

Jessie Ann - Brown

Stevie Kuehi

SYM F

Maria Tata

McEldon

Te Kihiora tee Ruka

Kirsty Willison

Tachelle Kuehi

Hereaka Kuehi

Hiriona Ranorua

Hiparata Ngatoko

Natalie Rikirangi

Tana Teani Ngatoko

Ngataivera Te Rangitaka

Kylie Willison Ngatoko

Ngakaraua William S

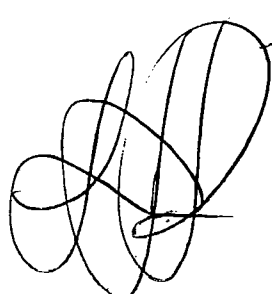
Ngarama Tutengehe

Hineatahira William S

Jay Raka

Te Papanui Ngatoko

Maramara Ngatoko



Tanemi Blake

Eric Nuku

Wairua Hopping

Maxia Hopping

Jayata Hopping

Hineangi Ngata Campbell

Ngareka Tumbani

Willison

Janie Tukakao

Hihira Ngata

Te Ratuhi Clever - S

Teri Tukaki

Jukee

Java Tata 93  
Aramahua Kumi

DEED OF SETTLEMENT

Ngāi Tamarāwaho

Heena Tukaloaka

Tyree Nuku.  
Chrissy Nuku.

Taturinokiani Kuka.

Jay Rahuri

Wahine Koker-Matika

Kiritata Nuku

Hhepa Bonell

(Gather Wilson)

Tremaine Bonell

Ngawaka Ririnui

Manuel Jack-Lino

Pawiri Winiatu

Brigham Jack-Kino

Adrian Winiatu

Jasmine Jack-Kino

Grace Winiatu

Tyrene Heke

Q.P. Heke

Kiipavavav Heke.

Kaea Gear

Anthony James Heke

Justina Crad

Karara Heke.

Kare Tarau

Tellina Nuku

Te Kuka Tukaloaka

Charanne Nuku

Kawora Te Heke (Nakawana)

Nathan Nuku

Anthony Heke

Michelle Nuku

Yukeria Nuku

Harieta Ormsby

Wiremu Ormsby

*[Handwritten signature]*

DEED OF SETTLEMENT

Ngāi Tamarāwaho

Damon Kohu  
Sangiwai Samuel

Veronica Mara Saldor

Geraldine Potehua Murphy (nee Bennett)

Amy (Pahama) McLaughlin

Samuel James

Keahi Marlow Kohu

Krystal Moana Anka Kohu

Morana Lena Horro

Honeyman Tanema Hoke

Christopher Nepia

Jim Tukakaho Rahipere

Alistair Kine

Eisha Kine

Sam Kine

Raige Kine

Kyha Kine

Waiquan Nepia

Joanne Ngapeeti Gear

Ngaroawatea Tata

D. Simpson - Peata Thompson

Ellen Muiwa

Sahara Muiwa

Faye Muiwa

~~James~~ Jeniko Bihara

Vallance Jay Rahipere

Mauina Uruin

Phillip Tukakao

Karangawai Tukakao

Te Anirangi Tukakao

Ritihati Tukakao

Te Ao Marama Tukakao

Te Wai Pounamutukao

Piipi Tukakao

Ke-Poe Aporo

Janis-dee Jack-Kao

Ani Te Rangimauwira Horro

Eni Horowira

Kate Malcolm  
M I

Gary James

Jay Nyatoko - Rahipere

Haka Smith

Moriri Smith

Kara Smith

Rehana Smith

Saffron Taiti

Lynette Jack-Kao  
(Deed)

Piipi Tukakao

Yvonne McElb

Victoria Martin

Conrad



DEED OF SETTLEMENT

Ngāponou Reweti-Ngata  
 Whakatekani  
 Nataliz Temufa Kahu  
 Hoani Kuka  
 Te Pahi  
 Te Hara Pihana  
 Teao Matangi Pihana  
 Tahui wakeni Pihana  
 Te Kopanga Pihana  
 Meeparato Pihana  
 Ruahine Watson (Pihana)  
 'Shaanui Pearson  
 Miringa Pearson  
 Tawaiiki Watson  
 'uata Watson  
 'es Watson  
 Taniko Watson  
 Bailey Matae Watson  
 Patuhoro Pearson  
 Stevie Reweti  
 Maria Tata  
 Te Rihiora-kee Kuka  
 Nagparat Ngatake

Ngāi Tamarāwaho  
 Rangiora Muncie  
 - Casey Kahu Heki  
 Rehera Kataraina  
 Kura Pounamu Ane Kahu  
 Te Mananani Marriage Kahu  
 Hiniona Rangiora  
 Te aroha nia nia  
 ...  
 ...  
 ...  
 Barbie huntress  
 KYLIE WILLSON  
 JAMIE  
 ...  
 Kirsty Willison  
 Tahui 'Zuke  
 Miringi Ngata-Campbell  
 Ngareka Temukun  
 James Tukotoke  
 Titihua Ngata  
 Te Ratuhi Clement  
 Teri Tukaki  
 JMKEE  
 Satiwa RINGI-TATA  
 TATA TATA  
 DIECIU TATA  
 ...

96  
 ...

DEED OF SETTLEMENT

Ngāi Tamarāwaho

P. Pearson  
 Ngapati Kuka  
 Wairewa Ngatoko  
 Lania Logo  
 Louis Tofa  
 Levi Tofa  
 A. Kauler  
 V. Soper  
 Pauler  
 Nathan  
 Taylor  
 [Signature]  
 Douglas  
 Tamara Williams  
 [Signature]  
 [Signature]  
 Charon Tofa

TERRY BROWN  
 MOKOHITI BROWN  
 Hinereka Brown  
 Penny Ngawhetu Brown  
 Troy Brown HARPER  
 Matatu Karami  
 Te Paakea Brown  
 Hectar Brown  
 Edith Brown  
 Dixie Downs  
~~[Signature]~~  
 Stephanie Tapiata  
 Tuturangiwhio Tapiata  
 Maringi Tapiata  
 Rana SMITH  
 Brett Tapiata  
 Hone Te Ihi O Te Rangi Ngati  
 Rua Tairi Ngati  
 Nikki Tata  
 Dren Tata  
 Cortez Tata  
 Kyran Tata  
 Korah Tata  
 [Signature]

DEED OF SETTLEMENT

Rangimāui Whiata Ngāi Tamarāwaho

Kylie Willison.

Sarah Tukookao  
Natahi Pihurangi

Te Aohu Luterbergel

Kuma Mouti Mataira  
Ngawaiwera Ngateko

Margaret Ngateko.

Joy Ngateko-Rahipare

W W W  
Jatapu

Yvonne McEllen

N Mant

Barbie Huntress  
Pouta

Witira Kura

Jayme

Chelle

Kirsty Willison

Paris Nuku.

Melissa Lee Willison

Tehani Blake

Melissa Jane Hemama Derby

Makangi Ngata Campbell

Ewertee Toto

Ngareta Tunihin

Bianca Mikaere

Edward Ewea Pora

Melanie Sullivan  
KON TATA

Ranginohuri Taita

Ranginohuri Taita

Ranginohuri Taita

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DEED OF SETTLEMENT

NIKKI HARAWIRA Ngāi Tamarāwaho

Kylie Morrison  
Gail Heana MATTHEWS

Te Ahoā Lūtanga  
by Ngatoko-Ratipere

Yvonne Hinettoki URWIN  
Marabelle Ngarangoa Rowberry.

Maie Tara

S. Dickson

Hariata Tata

Tiana lee Tata

HORI RIRINI

Nikki Tata

Melanie Te Arai Tata.

Jacob Tawa

Jovahn Tawa

Shannon Tofa.

TERESA NEPIA

Takini mai te Ata Reweti

Hinemoa Reweti

Takini Reweti

Mimi Michelle Reweti (nee Tata)

Teiara Tukukino,

Regnette Jack-kino  
(Doris)

Te Hira Jack-kino

Patricia Jack-kino

Sharon Ranapia

Renee Ranapia

Kino Jack-kino

Yvonne M'ellay

Victoria Martin

Barbie Wuntress  
Poata.

JAYNE

of Dora

Kathy Wilson

Takini Bleke

Hariata Tata

Pahi Nukunū

Tiana lee Tata

DEED OF SETTLEMENT

Ngāi Tamarāwaho

Josephine Marana Kawapiti

Mary (Tata) Jess

Edward Ewersa Iron

William

Ngareka Tenuhuru

Samie Tukakao

Pihua Ngata

Te Ratuhi Clements

Teni Tukaki

Haramata Tata

Kun Mela  
Johka

Waikura Kuka Bianca Mikaere

Tenya Lee Tata

Patsi Nukua

Jawa Tata

Ngawaiwera Ngatoko  
Melissa Lee Willison

Naivana Tata

Meissa Jane Hamama Derby

Hori Kirimiri

Everlee Toto

Diego Tata

Yvonne Kulu

Ngaronua Reweti-Ngata

John

Lehua Winiata

P. S. Suidak

Mikee

John Tamarāwaho

Aramahou <sup>100</sup> P. S. Suidak

CHLOE L<sup>Ngāi Tamarāwaho</sup> Leigh Fraser

Amethyst teurumahora fraser

Ngaronā Reweti - Nyata  
Mania Georgia Robinson  
Williams

Nirema Te Tamakere  
Williams

Tamara Williams

*[Handwritten signature]*  
Wh...

Drew Rakewekaha Tata

Cortez Tata

KYLLUX Tata

Korah tata

achilles tata

Hanata Tata

Tana lee Tata

Nawana Tata

Diego Tata

Uopi Rinihi

*[Handwritten signature]*

DEED OF SETTLEMENT

Ngāi Tamarāwaho

Douglas

Jammanu Williams  
 Linda Rowin  
 Te Rauhea Brown  
 Hector Brown  
 Dixie DAVIS  
 Esith BONIN  
~~Robyn~~  
~~Lutheba~~  
 Wena Romapae  
 Sharon - Romapae  
 Samuel Romapae  
 Renee - Romapae  
 (Rae) Elder  
 Rae Elder  
 Aw: elder

Drew Tata  
 Carter Tata  
 Kyran Tata  
 Korah Tata  
 Chelles Tata

Terry Brown  
 Eddie Brown  
 Thomas Brown  
 Ramona Brown Penn  
 Troy Brown - HARRIS  
 HURWETA BROWN  
 MOKOHITI BROWN  
~~Robyn~~  
~~Lutheba~~  
 Hone Te hi Ngata  
 Rua Tairi Ngata  
 Sharron Tafa  
 Nikki Tafa  
 Louis Tafa  
 Levi Tafa  
 Hinemara Pūmāy  
 Shana Shara  
 Te Kuki Tukūkao  
 Te Leo Apapa - Timu  
 Billy Harrison

Comes with

DEED OF SETTLEMENT

Ngāi Tamarāwaho

Kirihaehae Reta Tukakao

Hinewaireua McDonald Tukakao

Dawn Tukakao

Kama Muri

William  
John Kelly

Witira Kaka

Paris Nuku

Ngawaiwera Ngatoto  
Melissa Lee Hillison

Melissa Jane Henninga Derby

Everet Tofa

Bianca Mikaere

Winiata  
Te Paea Winiata

Edward Ewers Brown

Ron Tait  
Muriwai

Hineana Rikangi

Helen Tukakao

Te Hara Marama - Timu

Te Kaka Tukakao

Sully Morrison

Mere Ripeti Moutaka Collier

Erike Moulden Collier

Laurie Belmont Collier

Thomas Albert Collier

Zedynia Collier

Ziala Lee Collier

Korzel Collier

Aries Collier



DEED OF SETTLEMENT

Ngāi Tamarāwaho

Inye Moana Koku Walker  
Te Ata Koku  
Melissa Lee Willison  
Melissa Jane Hemmima Derby  
Everlee Toto

Edward Eruera

MORI TEKAUTIKA

Te Mahina Muri

Tiaki Muri

Te Ao Matana

( Robert Hapapa with

Alexis Tata

Cyrena Tata

~~Robert Tata~~

Mary (Tata) Jess Carlo Walker

Shyana Tata

John Walker

John

Ice honesty Fraser

Bramon

Terence Rangihoehi Tata

Te Whakatunhera Tata

Te Tuhi Tata

Lehua Winiata

AZHLIA Thompson

A Thompson

Teiao Tukukaw

Te Wramingi Prata

Handwritten signature

DEED OF SETTLEMENT

Ngāi Tamarāwaho

Jessy Brown HARRIK

Abelata Brown Rawiri

Te Rauhea Brown

Hector Brown

Dixie Brown Jones

(~~Edith Brown~~)

~~Elizabeth~~

~~Elizabeth~~

Te Ngahuru Kerei

Te Piringa Burtan  
~~Bartholomew~~

Hine Te Ihi Ngata

Rua Tairi Ngata

(Grew Tate)

Cortez Tate

Kyranx Tate

Korah Tate

Achille Tate

~~Te Koro Tata~~

Te Kuku Tukaokao

Te Mahimahi Muri

Te Koro Muri

Te Apirama Tukaokao ~~Te Koro~~

Nikki Tata

Shannon Tafa

Louis Tafa

Levi Tafa

Wendy Tafa

Cyrene Tata

Shquana Tata

Sifron Tata

Chermaine Pitiaangi

Heena Tukaokao

Keitha Apaga-Tira

Bobby Harrison

~~Handwritten signature~~

Mary (Tata) Jones

Carlo Kawere Walker

Azalia Thompson

Teiwo Tukaokao A Z

Te Umaningi Puata

DEED OF SETTLEMENT

Ngāi Tamarāwaho

Te Mahinui Muri  
Te Ao Marama Tukaokao Hukato

*[Handwritten signature]*

Te Ao Marama KAREE WALKER *[Handwritten signature]*

( AZAH LIA KATHARINE TE AIA MAY WALKER TRONF  
Teiawo Tukaokao  
Te Unuingi Pueta.

DEED OF SETTLEMENT

Ngāi Tamarāwaho

*Dr. W. H. B. ...*

Hone Teahi Ngatai  
 Kua Tairi Ngatai  
 Nikki Tata  
 Shannon Tofa  
 Louis Tofa  
 (Levi Tofa  
 Josh Barnard  
 Kaitiaki  
 Uhairi Uha  
 Cyrene Tata  
 Inguana Tata  
 (Safira Tata  
 Hinemara Pukiangi  
 Heena Pukiaokao  
 Te Awa Manganui  
 Te Kaka Tukaoakao  
 Sally Harrison  
 Te Mahina Mui  
 Paki Mui  
 Te Ao Marama Tukaoakao



Carlo Karere Walker  
 A Thompson Walker  
 Mary (Tata) Jess  
 Teiavo Tukaoakao  
 Te Umuangi Puata

DEED OF SETTLEMENT

1  
→

*[Handwritten signature]*  
Rum...  
*[Handwritten signature]*  
- Young  
Aroha niarua  
Titihua Ngata  
Ihuata  
M.J. Stephens  
Stokes

Ngāi Te Ahi

Te Aroha Lamer...  
Ngareta Tun...  
Hereaka Kureti  
Tachello Kureti  
Maria Baker  
Kihora-koe Kuka.  
~~Ph...~~  
Jett...  
Kureti  
L...

Ashley Card Moerangi McLeod  
TE Paikanea KERO  
M...  
Tea...

H... Baker  
Lisa Cardiner  
Maria Williams  
Wileen Williams

Aramaha...  
Ngarona Reweti-Ngata  
Jade...  
Tahiri Kereu

*[Handwritten signature]*  
Wiparata Ngatake  
Korua Taha Falupere  
Hore Te Ihi Ngata  
Ruateripike...  
Victoria Martin  
Sally Morrison

Tahiri mai te Ata...  
Te Makini Muri 108 N  
Taki Muri...

DEED OF SETTLEMENT

Ngāi Te Ahi

Uringatu

Wia Tauraki Teke  
Heitaru Noreen (E. Pare) Hickey

Titikuria Ngata

~~Erasmus~~

Ngata

Te Apana Lameraga

Stephens

Chris Stokes

Ashley Carol Maerangi

David Katote

Malia Garau

Te Paikiamā Kero

Maria

Armahua Luvini

Ngaroua Reweti Ngata

Takiri mai te Ata Reweti  
Tahiri Reweti

Te Avoha niania

Hereaka Reweti

Tachelle Reweti

Te Kiriara-lee Kuka

Maria Baker

~~Peter~~  
~~Leah~~

NA Tuntun (Ngata)

Minemou

Maubank

Itari Ahe

Grading

Meredith

Wiparata Ngatoto

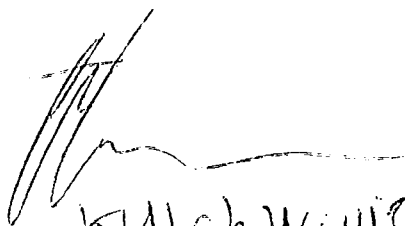
Slooa Tereta

Hone Te Ihi Ngata

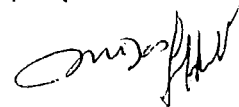
Ruatapuho Tairi Ngata

Victoria Martin

Billy Harrison



Kyrah Williams



DEED OF SETTLEMENT

Ngāi Te Ahi

Hilmaria Ngata

Jayne

M. Stewart

Chris Stokes

Ashley Carol Maerang, M. Reed

Mardiaki Kenu Makaroua

Te Paikona Kenu

Ariani

Aramahon Kimiri

Ngaroua Reweti-Ngata

& de Murray

Takini Reweti

Takini mai te Ata Reweti

Ngaroua Timitini

Heteaka Reweti

Tachelle Reweti

Maria Baker

Te Kihiera-tee Kuka

Rikoua  
Kaitiaki

Hinemoa Reweti

Edith Stewart

Tara Allen

Lisa Gardiner

ES

[Signature]

Wiparata Nyatoko

Hana Kalipera  
Leahana

Hone Te Ihi Ngata

Ruatapupuke Taini-Ngata

Victoria Martin  
Bobby Harrison

[Signature]

Te Aroha Niamia  
Kyth Willison

[Signature]

DEED OF SETTLEMENT

Ngāi Te Ahi

Kaoro Temete

D Killei

R Tawa

T. Kemo

T. Raimin

R Ze Pua

K Tarell

Gwling Ratch

Phelle

Rangi T Guffe

Peter Jaye

Mangi Ngata Campbell

Marama Kemea. Manti

M. King

Maria Quinn

Phelan

Dunnead.

Prueella Coulthard

R Tawa

A. Raimin

S Rawiri

R. Kemo

Panengamchi Gardiner

Puhirake Ihaka

Martha. Teopira (Teta

Sharon. Te Pua

Reweti

Brett, Kemo

Wanda Kemo

Kathleen Te Kikau

Alfonsa

Whitellana Mearns

Betsy Hanata Reweti - M. Kemo

M. Kemo

Nicole Trape Raimin

Missy Kemo

Whakamahi Rubera Kemo

Wai Ahyllis Small

Douglas Honan Teapata Mearns

Cheryll Tamara

Phelan

Yvonne

Katiana Miki

Phelan

Te Ahiwa Luterana

Phelan



DEED OF SETTLEMENT

---

Ngāi Te Ahi

Kupa Wharepapa  
Che Wharepapa  
Kaven Wharepapa  
Chanse Wharepapa  
TE AROHA MANIA  
(Rumangi Te Keti  
Nylah Willison

DEED OF SETTLEMENT

Ngāti Ruahine

*[Handwritten signatures and names in the left column, including a large signature at the top and another large signature below it.]*

Ngāhuru Haurua.  
Shayla Kahurangi Waaka  
Charlotte Apapa  
Arianna Waaka  
Yvonne Kahu  
Vanessa Singh-Kahu  
Iani Singh-Kahu  
S. Hume  
Tahira Sikh  
Honora Williams-Clark  
Dorothy Te Awa Waaka

Wiparata Ngotoke  
Irene Williams Rahip

Nena Ranapia  
Mary (Tata) Jess  
Ngakaraua Williams

*[Signature]*  
Amy (Whana) McLanghin

HIMONA RANAPIA

Barbie Poata

Yvonne Mcell

Hoono Tukonka

Geraldine Terehua Murphy

J Walker (nee Bennett)

Whanania

*[Signature]*

Margaret

*[Signature]* 113

*[Signature]*

DEED OF SETTLEMENT

Ngāti Ruahine

Deborah  
Jade Murray

Jeffrey

~~Kevin~~

H. Tangahua

A. Barber

G. Rance

J. M. Kee

W. P. Lee

E. H. Mahara

Henry Wharua

Tammam Williams

W. W. W. without prejudice

to be a standard.

World market

Teina Tukukano

Kenneth M. J.

Margaret Ngata

Gail Harrison  
Josephine Kanapa  
Mohi Tekautaki Elder

Inyette Jack-Kino  
(Dorcas)

Te Ahi, Patricia

Kiwa Jack-Kino

Jamie Tukukano

Te Kuka Tukukano

Norah R. R. R.

Te unimani Kaitiaki

Huana R. R. R.

Comes M. J.

DEED OF SETTLEMENT

---

Hoang Lukookoo

Ngāti Te Wai

Victoria Martin

Yvonne M'ellan

Hina Remapua

Sharon Remapua

Sam Remapua

(Ia) Elder.

Pavore Elder.

Ani Elder.

DEED OF SETTLEMENT

---

Ngāti Te Wai

M. Bryan  
P. P. P. P. P.

W. B. —

D. Wilson

~~M. Wilson~~

M. Bryan

Dangblue

Alkoria Bryan

V. J. J. J. J.

S. B. J.

K. Jarvis

J. W. Nelson

Hera Nelson

DEED OF SETTLEMENT

Ngāti Te Wai

Josephine Marano Kanopuē,

Te Ao Marame Tukaokao ~~Te Tuka~~

Te Waipouamu Tukaokao

Teiāro Tukaokao,

Kura Maru-

Pipi Tukaokao

Yvonne McLellan

Victoria Martin

Tona Nelson

Stephanie Tapata

Tuterangawhio Tapata

Maringi Tapata

B. Kaihe Tapata

DEED OF SETTLEMENT

Ngāti Te Wai

mokemoko Kōwhiri.

Daniel Ngatoko Sewerby

Jane Hamere Sewerby

Lisa Tamao Sewerby

Denna Marie Ye O Maama Sewerby

Nester Charles Sewerby

Murray Ye Moananao Yogo