NGĀTI RANGIWEWEHI

and

TE TAHUHU O TAWAKEHEIMOA TRUST

and

THE CROWN

DEED OF SETTLEMENT OF HISTORICAL CLAIMS

---

16 DECEMBER 2012

PURPOSE OF THIS DEED

This deed –

- sets out an account of the acts and omissions of the Crown before 21 September 1992 that affected Ngāti Rangiwewehi and breached the Treaty of Waitangi and its principles; and

- provides acknowledgments by the Crown of the Treaty breaches and an apology; and

- settles the historical claims of Ngāti Rangiwewehi; and

- specifies the cultural redress, and the financial and commercial redress, to be provided in settlement to the governance entity that has been approved by Ngāti Rangiwewehi to receive the redress; and

- includes definitions of –

  - the historical claims; and

  - Ngāti Rangiwewehi; and

- provides for other relevant matters; and

- is conditional upon settlement legislation coming into force.

TABLE OF CONTENTS

SCHEDULES

GENERAL MATTERS

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

PROPERTY REDRESS

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

DOCUMENTS

1. Ngāti Rangiwewehi and their relationship to water
2. Statement of association
3. Deed of recognition
4. Protocols
5. Letters of introduction
6. Encumbrances
7. Management Plan

ATTACHMENTS

Area of interest

Deed plans

RFR land

Draft settlement bill

DEED OF SETTLEMENT

THIS DEED is made between

NGĀTI RANGIWEWEHI and

TE TAHUHU O TAWAKEHEIMOA TRUST

and

THE CROWN

1 BACKGROUND

NEGOTIATIONS

1.1 The Crown entered into joint terms of negotiation with Ngāti Rangiwewehi and with Tapuika on 14 August 2008.

1.2 The joint terms of negotiation agreed the scope, objectives, and general procedures for negotiating the deed of settlement.

1.3 Ngāti Rangiwewehi gave Te Maru o Ngāti Rangiwewehi Iwi Authority a mandate to negotiate a deed of settlement with the Crown on 30 October 2008.

1.4 The Crown recognised the mandate on 30 October 2008.

1.5 On 25 July 2009, the joint terms of negotiation were amended to include Ngāti Rangiteaorere under the banner of the Ngā Punawai o Te Tokotoru. While all three iwi negotiated as part of the Ngā Punawai o Te Tokotoru, each iwi has entered into separate agreements in principle and deeds of settlement.

1.6 This deed of settlement is in relation to the historical claims of Ngāti Rangiwewehi.

1.7 The mandated negotiators of Ngāti Rangiwewehi and the Crown -

1.7.1 by terms of negotiation dated 25 July 2009, agreed the scope, objectives, and general procedures for the negotiations; and

1.7.2 by agreement dated 16 June 2011, agreed, in principle, that Ngāti Rangiwewehi and the Crown were willing to enter into a deed of settlement on the basis set out in the agreement; and

1.7.3 since the agreement in principle, have –

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

(b) negotiated and initialled a deed of settlement.

RATIFICATION AND APPROVALS

1.8 Ngāti Rangiwewehi have, since the initialling of the deed of settlement, by a majority of-

1.8.1 83.10%, ratified this deed and approved its signing on their behalf by Te Tahuhu o Tawakeheimoa Trust; and

1.8.2 73.18%, approved the governance entity receiving the redress.

1.9 Each majority referred to in clause 1.8 is of valid votes cast in a ballot by eligible members of Ngāti Rangiwewehi.

1.10 The governance entity approved entering into, and complying with, this deed by resolution of trustees on 13 December 2012.

1.11 The Crown is satisfied –

1.11.1 with the ratification and approvals of Ngāti Rangiwewehi 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 acknowledgements and apology to Ngāti Rangiwewehi in part 3 are based on this historical account.

NGĀTI RANGIWEWEHI IDENTITY AND ROHE

2.2 Ngāti Rangiwewehi trace their origins to Ohomairangi, a tūpuna of Hawaiki from whom all of the Te Arawa confederation descend. Ngāti Rangiwewehi closely identify with those hapū that descend from the eight children of Rangitihi known as Ngā Pū Manawa e Waru, the eight beating hearts of Rangitihi. Ngāti Rangiwewehi whakapapa traditions record that Tuhourangi – one of the children of Rangitihi – had a son named Uenukukopako, who in turn had a son called Whakauekaipapa. Whakauekaipapa married Rangiuru, a woman of rank from Tapuika and their eldest son was called Tawakeheimoa. In time, Tawakeheimoa married Te Aongahoro, and they had Rangiwewehi, from whom the tribe of Ngāti Rangiwewehi descend.

2.3 The Ngāti Rangiwewehi rohe takes in an inland estate, Ngāti Rangiwewehi ki Uta, that begins on the north-western side of Lake Rotorua, and including the Mangorewa Kaharoa and Maraeroa Oturoa blocks. Together with other iwi, Ngāti Rangiwewehi also occupied the island of Mokoia, land south-west of Lake Rotorua and the hill country around Otanewainuku.

2.4 The Ngāti Rangiwewehi rohe also includes a coastal estate, Ngāti Rangiwewehi ki Tai, which is located around Maketū and Te Puke. Along with other Te Arawa iwi, Ngāti Rangiwewehi occupied land around the Maketū Estuary and the Kaituna River.

EARLY ENGAGEMENTS WITH PĀKEHĀ AND THE CROWN

2.5 Phillip Tapsell, a European trader, was stationed at Maketū from approximately 1830. Amongst other things, Tapsell traded muskets for dressed flax. Ngāti Rangiwewehi participated in this trade and eventually purchased a vessel to enable them to ship goods directly to market in Auckland. When the flax trade came to a halt, many Ngāti Rangiwewehi left the coast and travelled north to dig gum. Despite this Ngāti Rangiwewehi maintained their relationship with the coastal region.

2.6 In 1840 the Treaty of Waitangi was signed by representatives from various iwi and hapū. A copy of the Treaty was taken to Rotorua, but Ngāti Rangiwewehi, like their Te Arawa kin, chose not to sign.

2.7 Ngāti Rangiwewehi were increasingly brought into contact with the Crown from 1842, with the appointment of a Police Magistrate and sub-protector of Aborigines at Maketū. In 1852 the Crown stationed a Resident Magistrate at Maketū, whose main role was mediating disputes between Māori, and between Māori and Pākehā traders. Ngāti Rangiwewehi and other Te Arawa Māori continued to exercise their rangātiratanga during this time.

2.8 Like other iwi who did not sign the Treaty, there were opportunities for Ngāti Rangiwewehi to formally enter a relationship with the Crown after 1840. In 1860, the Crown convened the Kohimārama Conference, a large hui for Crown and iwi representatives to discuss issues relating to the Treaty, land sales, and law and order.

This conference included representatives from several iwi who did not sign in 1840, and has been described as a 'ratification' of the Treaty. Wiremu Maihi Te Rangikaheke, an important Ngāti Rangiwewehi tūpuna, later wrote that Te Arawa rangātira signalled their desire for the Queen to be the guardian of their lands with the 'Treaty of Kohimārama'. Ngāti Rangiwewehi wanted to engage with the new European order and be involved in the machinery of state and the shaping of New Zealand.

2.9 Today, Ngāti Rangiwewehi state that they have never relinquished their sovereign authority, or the inherent rights associated with Ngāti Rangiwewehi and its lands, waters and people.

KĪNGITANGA AND THE CROWN

2.10 The King movement or Kīngitanga was founded in 1858 in the Waikato to create a Māori political authority that could engage with the Crown and respond to the growing tension caused by land sales. The Government perceived the Kīngitanga as a challenge to the Queen's sovereignty. As the Kīngitanga movement developed, traditional alliances, whakapapa and geographical location played a part in the decision of some Ngāti Rangiwewehi to align themselves with the Māori King. Throughout most of the 1860s official Crown correspondence applied the term 'Ngāti Kereru' for those Ngāti Rangiwewehi who acted in support of the Crown, and 'Ngāti Rangiwewehi' to characterise those who were Kīngitanga supporters and 'rebels'. For Ngāti Rangiwewehi these terms held limited meaning and were descriptions used by the Crown. Much more important to Ngāti Rangiwewehi whānau were the obligations flowing from whakapapa relationships and whanaungatanga.

2.11 While some Ngāti Rangiwewehi joined the Kīngitanga, others supported the Crown. Leaders like Te Rangikaheke continued to assert Māori rights to manage their own affairs and sought meaningful input into decision making over affairs regarding Māori and Pākēha.

2.12 In March 1864 an East Coast taua of Kīngitanga supporters sought to travel through Te Arawa territory to the Waikato. Ngāti Rangiwewehi took part in the negotiations and subsequent conflicts to prevent this. Some of these same Ngāti Rangiwewehi men later fought alongside the Kīngitanga at Tauranga, again attempting to keep hostilities out of their territory.

PUKEHINAHINA AND TE RANGA

2.13 In January 1864, the Crown sent troops to Tauranga to disrupt the flow of supplies and reinforcements to the Kīngitanga in the Waikato. Local Māori viewed the arrival of troops with suspicion. When Māori troops returned from the Waikato they challenged the Crown to attack. Members of Ngāti Rangiwewehi and others went to Tauranga to assist their traditional allies. On 29 April 1864 Māori forces, including a small number of Ngāti Rangiwewehi, inflicted a heavy defeat on the British troops at Pukehinahina (Gate Pā).

2.14 On 21 June 1864, Crown forces attacked Kīngitanga Māori at Te Ranga. The pā at the site was unfinished at the time and the Māori defenders suffered significant casualties. Twenty-seven Ngāti Rangiwewehi warriors fought at Te Ranga, seventeen were killed, including the prominent rangātira Kaingarara. This defeat had a lasting and severe impact on the iwi.

2.15 In the aftermath of the devastating losses at Te Ranga, many Ngāti Rangiwewehi were attracted to the millennial Pai Mārire (Good and Peaceful) faith. Pai Mārire was founded by Te Ua Haumene in 1862. Based on the bible, Pai Mārire promised Māori self determination. This message appealed to many Māori at a time of war, and by the end of 1864 a number of North Island Māori had converted to the new faith.

TAURANGA RAUPATU

2.16 In 1863, Parliament enacted the New Zealand Settlements Act. This enabled the Crown to confiscate land from Māori whom it considered had rebelled against the Queen's authority.

2.17 The Crown regarded those Māori who fought in the battles of Gate Pā and Te Ranga as having been in 'rebellion'. In May 1865, the Crown issued an Order in Council declaring that the entire Tauranga District (214,000 acres) would be set aside for settlement and colonisation.

2.18 The Order in Council and Tauranga District Lands Act both stated that the confiscated district belonged to another iwi and that three quarters of it would be returned to that iwi. In doing so the Crown did not acknowledge that other Māori had interests in some of the land. Crown officials were aware that hapū, who affiliated to other iwi, were living within the confiscation district. Members of Ngāti Rehu, a hapū connected to Ngāti Rangiwewehi, were living inside the confiscation district at a coastal settlement at Tongaparaoa when British troops first arrived early in 1864. In 1866, Te Arawa representatives, including at least two members of Ngāti Rangiwewehi, protested against the confiscation and claimed lands inside the confiscation district.

2.19 Doubts were raised by the Chief Judge of the Native Land Court over whether the Order in Council extinguished Māori papatupu (customary) title in the entire district, as it was intended to do. The Tauranga District Lands Act 1867 was passed to validate retrospectively the Order in Council and correct an error in the definition of the boundaries in the original Order in Council.

2.20 The Tauranga District Lands Act 1867 ensured that papatupu title was compulsorily extinguished in all 214,000 acres of the district, including any lands in which Ngāti Rangiwewehi had customary interests.

2.21 The following year Parliament enacted the Tauranga District Lands Act 1868, which extended the south-eastern confiscation boundaries, taking in Ngāti Rangiwewehi land near Puwhenua and Otanewainuku. Papatupu title to the land added to the confiscation district was also compulsorily extinguished.

2.22 Crown attempts to survey the boundaries of the confiscated Tauranga district led to armed resistance from local Māori, possibly including some Ngāti Rangiwewehi. Other Ngāti Rangiwewehi may have joined the Crown force raised to suppress resistance to the surveys.

2.23 The Crown retained 50,000 acres known as the 'confiscated block'. The Waoku block lay to the north and west of Otanewainuku and bordered the inland boundary of the confiscated block. Through the process of returning land to Māori, Ngāti Rehu were awarded Waoku 3 in May 1881. The lack of detailed evidence regarding land claims in

the Tauranga confiscation district means it is difficult to determine whether Ngāti Rehu also had interests in parts of the confiscated block.

2.24 In 1981 Parliament passed the Tauranga Moana Māori Trust Board Act, which provided a $250,000 payment for claims arising from the Tauranga confiscation. The Tauranga Moana Māori Trust Board Act declared the beneficiaries of the board to be 'the descendants of those tribes who took up arms against the Crown at the battles of Gate Pā and Te Ranga or which were dispossessed of any lands as a direct result of those battles'. Under this definition Ngāti Rangiwewehi were entitled to benefit from the settlement, but in the end were not included as beneficiaries of the board.

IMPACT OF WAR

2.25 By early 1865 most Ngāti Rāngiwewehi had converted to Pai Mārire. The Ngāti Rangiwewehi settlement to the west of Lake Rotorua, at Puhirua, was a Pai Mārire bastion and offered shelter to supporters from other iwi. Ngāti Rangiwewehi provided manaakitanga to these people as an extension of their obligations as kin.

2.26 In February 1865, three Ngāti Rangiwewehi were among a party of nine Pai Mārire captured and sent to Auckland where they were court-martialled on charges of inciting rebellion. The fate of these prisoners remains unknown.

2.27 In 1867 those based at Puhirua became the focus of increased Crown attention. Wiremu Maihi Te Rangikaheke attempted to mediate between his whanaunga at Puhirua and Crown forces. In April 1867 the residents of Puhirua indicated that they had no hostile intentions and that they wished to remain neutral, but the Civil Commissioner delivered an ultimatum, insisting they declare their allegiance one way or another. By 1870 a few Ngāti Rangiwewehi had joined Te Kooti Rikirangi Te Turuki, but by this stage many had joined those aligned with the Crown.

2.28 War also had its effects on those Ngāti Rangiwewehi warriors who fought with the Crown. In 1864, faced with food shortages and disease, a Te Arawa group including Ngāti Rangiwewehi sought financial support and security for the vulnerable in acknowledgement of their military service for the Crown. Two years later, Te Rangikaheke complained that the Crown's Te Arawa allies, including members of Ngāti Rangiwewehi, were being unfairly paid for their military service and that they had been forced to abandon the planting season to fight. The Crown provided only limited relief to alleviate the severe food shortages that followed. From 1867 those fighting for the Crown started to receive more regular payments for their services. In 1870 food shortages occurred again in the Rotorua region and there were further complaints about inadequate pay and rations.

2.29 By 1872 Ngāti Rangiwewehi had been more or less immersed in constant war for over eight years. In the process, many tribal members had been killed or maimed; crops had been neglected or were plundered by visiting war parties resulting in widespread food shortages. Ngāti Rangiwewehi suffered a sharp population decline as a result of the wars. This included the loss of important rangātira. The effects of war were felt by all of Ngāti Rangiwewehi; whether they were nominally 'loyalist' or 'rebel'.

WIREMU MAIHI TE RANGIKAHEKE

2.30 Te Rangikaheke, also known by his baptismal name, Wiremu Maihi (William Marsh), was a prominent Ngāti Rangiwewehi rangātira, scholar and public servant. George Grey took up the governorship of New Zealand in 1845. As governor, he wrote in the preface to the first edition of his *Polynesian Mythology* (1855), he felt obliged to study Māori language and custom so that he might better 'redress their grievances, and apply remedies'. To this end, Grey forged relationships with several Māori authorities, including Te Rangikaheke.

2.31 Between 1849 and 1854 Grey employed Te Rangikaheke to assist him in his studies and provided living quarters in Auckland for Te Rangikaheke and his family. The manuscripts Te Rangikaheke prepared for Grey describe various aspects of Māori history, language, and custom. They include creation myths, waka migration narratives, whakapapa, and famous stories about Hinemoa, Tutanekai, Maui and others. The writings of Te Rangikaheke made a very significant contribution to the books Grey later published on Māori culture.

2.32 Through Grey's publications, the writings of Te Rangikaheke have reached a wide audience and they remain an important resource for students and scholars of Māori history and culture. However, while Grey acknowledged some of his sources, he did not publicly acknowledge the contribution that Te Rangikaheke made.

2.33 Te Rangikaheke, on behalf of Rotorua Māori, formally farewelled Grey when he left New Zealand in 1853. Thereafter, Te Rangikaheke continued to support the Crown. He was strongly opposed to the King movement, and, in 1861 he offered to help the Crown avert war with the Kīngitanga. When war came, he fought with Crown forces. He also opposed the Pai Mārire and Ringatu movements. His son Hataraka died fighting against supporters of Te Kooti at Omaramutu. After the death of his son, Te Rangikaheke took the name Omaramutu and it has been retained in the family lines ever since.

2.34 After the wars and related conflicts of the 1860s, Te Rangikaheke regularly gave detailed evidence at Native Land Court hearings and eventually became a Native Assessor for the court. He was also one of the first Māori to stand for election to Parliament in a general electoral constituency. Te Rangikaheke died in 1896 at Awahou believing his service to the Crown had been forgotten. However, several obituaries published in newspapers drew attention to the details of his life, including the work he had done for Grey in preserving knowledge of Māori history, traditions and customs. He was described as a remarkable and many-sided man, and one who was 'truly great'.

2.35 When Grey left New Zealand in 1853 he took with him his collection of Māori manuscripts. They were held for a time at the public library in Capetown, South Africa. The manuscripts authored by Te Rangikaheke did not return to New Zealand until 1922-23 and are now held in the Sir George Grey Special Collection at the Auckland City Library. Ngāti Rangiwewehi regards the work of Te Rangikaheke as a taonga and feels aggrieved that he was not fully recognised and acknowledged by Grey for his writings.

KEREOPA TE RAU

2.36 Kereopa Te Rau was a member of Ngāti Rangiwewehi. Very little is known about his early years. In the 1840s he took the name Kereopa, a transliteration of the biblical name, Cleophas. During the 1850s Kereopa served as a policeman in Auckland. In 1862

he attended a Kīngitanga hui, where he called for roads into the Waikato to be closed. On 21 February 1864 Crown forces attacked and burned the Waikato village of Rangiaowhia. At the time of the attack there were many woman and children at the settlement and the wife and daughter of Kereopa were among those killed. The next day Kereopa was part of the Kingite force that clashed with Crown troops at Hairini, not far from Rangiaowhia. At this battle, according to Ngāti Rangiwewehi kōrero, the sister of Kereopa lost her life.

2.37 By the mid-1860s many Māori were becoming disillusioned with Christianity. In the Waikato campaign, some missionaries ministered to Crown troops and this contributed to the alienation many Māori felt from traditional Christian teachings. After the battle of Rangiaowhia, Kereopa converted to the Pai Mārire religion founded by Te Ua Haumene.

2.38 In December 1864 Te Ua asked Kereopa and Patara Raukatauri to go as emissaries to the tribes of the East Coast. Te Ua instructed them to go in peace. Although they issued several threats against missionaries as they went they did spread the Pai Mārire message of peace in the Urewera. Their journey took them to Opotiki, in the eastern Bay of Plenty. There on 2 March 1865, the missionary Carl Völkner was hanged in front of a large crowd. According to evidence presented in the trials of those charged with the murder the decision to take Völkner's life had been made by a group of Māori during the evening of 1 March, at a meeting in which Kereopa took a leading role. Kereopa was not a member of the party that carried out the hanging but he did swallow Völkner's eyes afterwards.

2.39 Māori in the Eastern Bay of Plenty were aggrieved that Völkner had passed information about their activities to Governor Grey and they regarded him as an informant for the Crown. In one of his letters to Grey sent in January 1864, Völkner included a plan of the pā at Rangiaowhia. It is possible that Kereopa knew of this and that he saw his actions as utu for the deaths of his family. It seems that for Kereopa, there was also a broader, political meaning to his actions. Before he ate Völkner's eyes, Kereopa said 'these are the eyes which have witnessed the destruction of our land'.

2.40 The act of eating Völkner's eyes made Kereopa notorious. In April 1865, the Crown issued a proclamation stating its intention to suppress, if necessary by armed force, what it described as the 'fanatical' practices it associated with Pai Mārire. The proclamation called for assistance from all 'well disposed' Māori and Europeans. The Crown offered a large sum of money for the capture of Kereopa although reservations were expressed by the British colonial authorities about the propriety of making such rewards.

2.41 The Crown pursued Kereopa until 1871, when he was caught and tried for Völkner's murder. Kereopa alleged that two of the Crown's witnesses were directly involved in the murder. One of these witnesses, according to evidence given in an earlier trial, had put the rope around Völkner's neck, but the Crown chose not to charge him. The Crown also agreed to offer pardons, in the sense of immunity from prosecution, to witnesses and potential witnesses, who could prove that Kereopa was guilty of the crime. It also appears that the Crown did not inform the Court that it had made such offers.

2.42 Before a lawyer was assigned to him, Kereopa requested a number of Māori and Pākehā witnesses appear in his defence. The Attorney-General did not believe that the persons requested would be able to prove Kereopa innocent, but he did agree to contribute to the costs of Kereopa's defence. For reasons that are not clear, most of these individuals did not attend the trial and in the end, only Kereopa himself gave evidence in his defence.

2.43 During the trial, the Crown claimed Kereopa was the instigator of the murder. Kereopa denied this, but admitted that he assented to Völkner's death. The question before the jury was simply whether Kereopa was one of those responsible for the crime, and on 21 December 1871 Kereopa was found guilty.

2.44 Prominent Māori and Pākehā, including Sister Mary Joseph Aubert, William Colenso and Tareha Te Moananui, pleaded for clemency but the Crown carried out the sentence of the court and executed Kereopa on 5 January 1872.

2.45 Before he died, Kereopa wrote to Waikato Māori, urging them to 'return to the Queen'. Kereopa also composed the following waiata the day before his death:

Tera te marama i ara mai ra koe i te hoa i te mate	*Thus the impending time arose in which you the veil of mourning came disguised as an ally*
Nana te whakawehi waiho nei te tinana hei tara ma te ngutu marama puta noa i te tau tara ki kore rā	*'tis formidable that I should depart from this world with such indignity as accusations flow, spreading across the mountaintops and beyond*
Me aha atu koe kai maunganui nāna i ārai tē kite atu au	*How can one contend against such great odds, unable to discern his ambiguous devices*
I kipa ki kawhei kai raro e toko e aroha nei au	*Inciting hostilities, stirring sorrow deep within*
Kai hori e te ngutu ko tā te kamo hāngai he wai ruruta noa	*Let not the lips be false as the eyes swell with tears*
Ngā pai whakamate o piri taha rā e kia hara tau au	*Once comrades, now gathering yonder pronouncing myself as a suitable scapegoat*
Hōmai kia tokona ki ngā ninihi kai tiro noa atu he ao hau	*Allow my separation from the insurgents that I may perceive the resounding world*
Kau e whakawehe ia nei kāore he aroha	*Let me not depart from this earthly existence without love*
E takoto kē ana taku tūranga ake e māngi ana au	*I take rest and ponder my position in distress and anguish*
Hōmai kia pikitia he kai maunga koe o Ngongotaha rā	*Come, let us ascend Ngongotaha, oh renowned rambler of mountains*
Ki mārama au kia mana rā tō tau awhi awhi taku takiwā	*Enlighten me as to your besieging of my territory*
I te wehe rua i ai a maunga e tū mai rā i te tara kei raro o Tauwhara	*That it be rent apart as the mountain side yonder below Tauwhara.*

2.46 At his own request, Kereopa Te Rau was buried near Napier by Tareha Te Moananui, a prominent Ngāti Kahungunu rangātira.

2.47 The reputation of Kereopa has been a long-standing source of shame for some of his descendants. Ngāti Rangiwewehi today maintains that Kereopa did not receive a fair trial and should not have been executed for the killing of Völkner.

IMPOSITION OF THE NATIVE LAND COURT

2.48 The native land laws introduced by the Crown in the 1860s led to a significant change in Ngāti Rangiwewehi land tenure. The 1862 Native Lands Act introduced the idea that customary ownership of land should be determined by way of judicial investigation. This legislation was replaced by the 1865 Native Lands Act, which established a national Native Land Court. Under this legislation, the role of the Court was to determine the ownership of Māori land 'according to native custom' and, issue the owners with titles derived from the Crown.

2.49 Customary tenure recognised multiple and overlapping interests to the same land or resource. Moreover, land rights under customary tenure were generally communal but the new land laws gave rights to individuals.

2.50 The Native Land Court was not designed to accommodate the complex and fluid customary land usages of Māori as it assigned permanent ownership to a clearly defined area of land. This was seen as one of the keys to effective Māori participation in the post 1840 economy. It was also hoped that the application of the native land laws would eventually lead Māori to abandon the collective structures of their traditional landholdings. Among other objectives, the Crown hoped to detribalise Māori, and thought the new land laws would promote their eventual assimilation into European culture.

2.51 When the 1862 and 1865 Native Land Acts were enacted Māori were not represented in Parliament. Property qualifications, based on European land tenure, denied most Māori men the right to vote until the establishment of four Māori seats in the House of Representatives in 1868. The Crown had generally canvassed views on land issues at the 1860 Kohimārama Conference, but the native land laws adopted a different approach, which did not fully reflect earlier proposals and which was inconsistent with Ngāti Rangiwewehi customary land practices.

2.52 Ngāti Rangiwewehi were neither consulted on the legislation before its enactment nor were they informed of its full implications.

2.53 In establishing the Court, the native land laws created an adversarial forum for the investigation of customary rights. This could create divisions among whanaunga and exacerbate traditional rivalries. Ngāti Rangiwewehi first came into contact with the Native Land Court from the late 1860s, when they were involved in a number of investigations into the ownership of heavily contested blocks near Maketū. The Court's judgments in the Maketū cases were often inconsistent and created significant unrest among Te Arawa iwi and hapū, prompting the Crown to close the Court at Maketū in 1871.

2.54 The effects of the Court were critiqued by Wiremu Mita Hikairo, a prominent Ngāti Rangiwewehi leader, a Native Land Court Assessor and a clerk in the chief judge's office. Assessors were Māori members of the Native Land Court. For most of the time Hikairo served as an Assessor, judgments of the Court could not be issued unless the Assessor concurred with the decision. In 1871 Hikairo made a detailed submission to a commission of inquiry based mainly on his observations of the Native Land Court in the Bay of Plenty district. His concerns included survey charges and court fees. He also argued for a bigger role for Māori leaders and rūnanga. He was critical of the way that any individual Māori could apply for a title investigation, which obliged iwi and hapū to participate in a title investigation before they were ready or willing to do so. Hikairo said, Bay of Plenty Māori 'wanted to settle amongst themselves how ... land was to be

divided'. Once agreement had been reached, they would ask the Native Land Court to ratify the arrangements they had made.' Hikairo's suggestions were, for the most part, not taken up by the Crown.

2.55 Opposition to the Court remained widespread among Ngāti Rangiwewehi and other Bay of Plenty Māori in the 1870s, and in August 1873, the Crown suspended the operation of the native land laws in the wider Rotorua and Taupo districts. By doing this, the Crown effectively excluded private purchasers from dealing with land in these districts. Nevertheless, Crown purchase agents continued to purchase individual shares in blocks in which Ngāti Rangiwewehi had interests. The Court did not sit again in the Ngāti Rangiwewehi rohe until April 1878.

2.56 In the 1870s Ngāti Rangiwewehi and other Rotorua Māori established an inter-tribal committee called the Komiti Nui o Rotorua. The Komiti was comprised of tribal members who were knowledgeable in customary land practices and who were able to reach decision on title by consensus.

PUKEROA ORUAWHATA AND THE FENTON AGREEMENT

2.57 In 1880 Cabinet instructed Francis Fenton, the Chief Judge of the Native Land Court, to negotiate a cession of as much land as possible around Lake Rotorua. The Crown wanted to exploit the geothermal and tourist potential of the Rotorua district by establishing a town for the tourist trade. If he could not persuade Māori to sell, Fenton was instructed to obtain a lease of the land instead.

2.58 Assisted by Wiremu Hikairo, Fenton identified the land around Ohinemutu as the most appropriate site for the town, but local Māori would not proceed without the support of the Komiti Nui. The Komiti appointed six individuals, including Wiremu Maihi Te Rangikaheke of Ngāti Rangiwewehi, to negotiate with Fenton. The compact reached by Fenton and these negotiators was signed at a meeting of 47 chiefs of the Komiti on 25 November 1880. At least five of the signatories were members of Ngāti Rangiwewehi.

2.59 The agreement provided for the creation of a town near the Ohinemutu village, the vesting of geothermal resources in the Crown, and gifts of substantial land areas for township reserves. The township block, or Pukeroa-Oruawhata, lay on the south-west shore of Lake Rotorua, and stretched from the Puarenga stream to west of the Pukeroa hill. The Crown undertook to lease allotments in the town on behalf of the Māori owners and the town was to be jointly administered by Māori and the Crown. It appears the Māori signatories believed that once the Komiti Nui had investigated the title to the block, the Native Land Court would simply confirm the prior decision of the Komiti Nui.

2.60 The Komiti Nui investigated title to the 3,200 acre Pukeroa-Oruawhata block, and submitted its finding to the Court for confirmation. The Komiti had recognised the interests of all the iwi represented by the signatories to the agreement, including Ngāti Rangiwewehi. However, other groups, not represented by the Komiti, also put forward claims to Pukeroa-Oruawhata. The Court then entered a lengthy investigation of title and Ngāti Rangiwewehi, along with all other claimants to the block were obliged to participate to protect their claims to the land. During the hearing Ngāti Rangiwewehi were hindered in presenting their best case because Wiremu Hikairo could not give evidence as he was assigned as an Assessor to hearings in another district.

2.61 In its June 1881 judgment the Court dismissed the Ngāti Rangiwewehi claim to Pukeroa-Oruawhata. Fenton informed the Native Minister of the result, suggesting the decision was in line with the Crown's preferred outcome. The Court was provided with a list of owners that included many of those excluded by the Court's judgment. Correspondence between Fenton and the judge who heard the case suggests that the list may have included members of Ngāti Rangiwewehi. Fenton instructed the judge who heard the case to disallow the extra names.

2.62 Ngāti Rangiwewehi, by being excluded from Pukeroa Oruawhata, were thereby also excluded from the partnership envisaged by the Fenton Agreement.

2.63 Before 1894 native land legislation did not provide for an appellate court although it did provide for Māori who disagreed with a Court finding to apply for a rehearing. 'Under pressure of pain for land lost', Makari Hikairo and other Ngāti Rangiwewehi wāhine wrote to Fenton requesting a rehearing. Wiremu Maihi Te Rangikaheke also appealed to Fenton for a rehearing. The basis of the requests was that Ngāti Rangiwewehi interests in the block had been recognised by Te Komiti Nui under Māori custom. Fenton was in a conflicting position. As the Chief Judge of the Native Land Court he was required to deal with all applications for rehearings. However, as an agent of the Crown he had also negotiated the original township agreement with rangātira including a representative of Ngāti Rangiwewehi. Fenton declined both the requests made by Ngāti Rangiwewehi.

2.64 In the Native Land Court in 1884, Ngāti Rangiwewehi claimed a small block called Harakekeroa, which, according to Wiremu Maihi Te Rangikaheke, extended into the Pukeroa-Oruawhata block. The Court, bound to uphold the precedent set in the 1881 decision, declined to make any finding on ownership within the township block. Its judgment focussed instead on the portion of Harakekeroa that fell outside Pukeroa-Oruawhata. The Court found that members of Ngāti Rangiwewehi were entitled to some of this land through their connections to the owners of Pukeroa-Oruawhata identified in 1881. In 1889 Ngāti Rangiwewehi again appealed to the Crown for recognition of their interests in the Pukeroa-Oruawhata block, but were unsuccessful.

2.65 One Crown official hoped the Pukeroa-Oruawhata case would open the way for other blocks in the district to be brought before the NLC, describing the case as 'the thin end of the wedge'. This observation proved correct. Within a year, other blocks in the Ngāti Rangiwewehi rohe went before the court, including Maraeroa Oturoa and Mangorewa Kaharoa. Both these blocks were found by the court to belong to Ngāti Rangiwewehi, but the iwi was required to provide lists of individual owners to be included on the titles. By the mid-1880s the Native Land Court had investigated and awarded title to over 600,000 acres of land in the Rotorua district. Altogether, the Native Land Court awarded approximately 55,000 acres to members of Ngāti Rangiwewehi.

CROWN ACQUISITION OF NGĀTI RANGIWEWEHI LANDS

2.66 Between 1887 and 1908 the Crown acquired 35,899 acres, approximately 65 percent, of the land awarded to Ngāti Rangiwewehi by the Native Land Court. This land included some of the most valuable and prized parts of the Ngāti Rangiwewehi rohe.

Pre-Title Negotiations 1870s

2.67 By the early 1870s armed conflict between the Crown and Bay of Plenty Māori had ceased. The Crown introduced a scheme to promote immigration and more intensive

Pākehā settlement. A key part of this scheme was the large scale purchase of Māori land, and in 1873, the Crown began seeking to acquire as much Māori land in the Bay of Plenty as it could. By this stage, Ngāti Rangiwewehi were in a weakened position after years of warfare and socio-economic disruption. This may have made some of them less opposed to the idea of land alienation.

2.68 Across the Bay of Plenty, Crown Land Purchase Officers made payments, or 'tamana', in return for individual interests in land before the ownership of the blocks had been investigated by the Native Land Court. This practice was widely criticised by many Māori, including Ngāti Rangiwewehi, because of the great tension it could cause between iwi. During the 1870s the Crown made advance payments with respect to Ngāti Rangiwewehi interests in two blocks near the coast, Paengaroa and Pukaingataru.

2.69 Some agreements obtained by the Purchase Officers were for leases of land rather than sale, but these rental agreements were often converted into purchases. In 1874, Wiremu Maihi Te Rangikaheke told a Parliamentary Committee he did not object to leasing but: 'we imagine these leases are simply made by the Government for the purpose of purchasing. The lease is the bait, the hook is the purchase.' In 1875, Te Rangikaheke told Native Minister Donald McLean that Ngāti Rangiwewehi wanted to stop leasing and selling land, and to first determine questions of ownership among themselves. He asked for tribal rights to be protected by the issuing of Crown grants to iwi, 'then Ngāti Rangiwewehi would consider whether they would lease or sell'. Nevertheless, the Purchase Officers continued to operate in the Ngāti Rangiwewehi rohe and other parts of the Bay of Plenty.

2.70 In 1885, Ngāti Rangiwewehi was awarded 900 acres of the Paengaroa block (Paengaroa North C1). Subsequently 731 acres or 81 per cent of this land was awarded to the Crown, in satisfaction for the advances that had been made in the 1870s. Similarly, the Crown was awarded a large share of the 400 acres of Ngāti Rangiwewehi land in the Pukaingataru block, after the title was settled in 1888. The Crown sought and obtained an order for 160 acres (40 per cent) of this land, in recognition of the advances that have been made a decade or so before and also to satisfy survey debts that had been incurred.

Impact of Thermal Springs District Act: Maraeroa Oturoa

2.71 In September 1881, Parliament enacted the Thermal Springs Districts Act (TSDA) to facilitate the colonisation of districts containing geothermal resources. The Act also gave effect to some of the provisions of the Fenton Agreement. The Act gave the governor power to define districts to be subject to the Act, whereupon Māori land owners could only sell their land to the Crown. The TSDA was also enacted with a view to arrangements similar to the Fenton agreement being negotiated in the future.

2.72 When the Maraeroa Oturoa block was awarded to members of Ngāti Rangiwewehi in April 1882, Wiremu Hikairo told the Court that the iwi wished to have the block placed under the TSDA. In doing so, it is probable that Hikairo believed the owners would share in the benefits of Pākehā settlement and economic development. The Crown subsequently leased the block from the owners. However, rental payments to the owners were sporadic and the Crown did not distribute all the rent it owed.

2.73 According to Ngāti Rangiwewehi kōrero, some of the owners were forced to sell their interests in the block to the Crown in the early 1890s because of the uncertain rental

returns and the general economic hardship and uncertainty of the time. The Crown paid 4 shillings per acre for land in Maraeroa Oturoa. Under the TSDA, the Crown had a purchasing monopoly on lands proclaimed under the Act, so the owners were not free to seek a higher price from private purchasers. By September 1893, the Crown had secured the signatures of most of the owners even though the Crown still owed rent to some of the owners of the block. In October 1895 the Crown was awarded 4,508 acres, approximately eighty per cent, of the 5,567 acre block. Eleven years passed before the Crown paid the rent it owed to the owners of the remaining 1019 acres.

Large Scale Land Purchasing 1880s-1908

2.74 In the 1880s and 1890s, the Crown conducted an extensive land purchasing campaign in the Rotorua district. During this period the Crown had a monopoly on almost all land purchasing in the district. The Crown used the method of obtaining the signatures of individual owners to deeds of sale, and then seeking a partition of the equivalent amount of land, when it judged it had acquired as much land as possible. In many cases, the Crown acquired these interests before the location of the specific holdings of the vendors had been legally defined.

2.75 By the beginning of the 1890s, the bulk of the remaining Ngāti Rangiwewehi land was located inland, within the 42,724 acre Mangorewa Kaharoa block. The proximity of the block to Rotorua, its extensive lakefront, inland timber resources and tourist attractions made it an attractive purchasing target for the Crown. The Crown opened negotiations for the Mangorewa Kaharoa block in 1895. Ngāti Rangiwewehi thought the land was worth 10 shillings per acre but the Crown was unwilling to offer more than five shillings per acre. The block was owned by 386 individuals, but the Chief Land Purchase Officer considered it would be appropriate to leave the fifty resident Ngāti Rangiwewehi owners with only five percent of the block, being small kainga and occupation areas.

2.76 The Crown purchased individual shares before the block had been partitioned and the specific holdings of hapū and whanau had been defined. The purchase of individual shares continued despite protests from those Ngāti Rangiwewehi in occupation of the block.

2.77 In March 1896 the Crown applied to the Native Land Court to have its interests in the block defined. The Crown was awarded 14,181 acres in the east of the block, as a result of its purchases, plus a further 800 acres in lieu of survey charges owed by non-sellers. These awards comprised roughly a third of the block. The Crown continued negotiating for individual interests and in 1899 was awarded a further 12,090 acres. By 1902, the Crown had acquired 28,641 acres, or over 65 percent of the Mangorewa Kaharoa block.

2.78 The Mangorewa Kaharoa partition awarded to the Crown in 1896 included fifteen freshwater springs called Hamurana Springs, with one of the most famous being Te Puna-i-Hangarua. The springs, not far from Lake Rotorua, feed the Kaikaitahuna River and are a very significant taonga and resource area for Ngāti Rangiwewehi. The springs were also the home of the female taniwha Hinerua. In addition to its cultural importance, the springs were a tourist attraction and some members of Ngāti Rangiwewehi earned income from ferrying tourists from the lake to the springs. The judge who presided at the partition hearing described the land around the springs as 'probably the most valuable in the whole of the Mangorewa Kaharoa block'. Ngāti Rangiwewehi claimed that the sellers and the non-sellers within the tribe had agreed that the Crown was to get the back

country and the non-sellers would retain the frontage to the lake, including Hamurana Springs. The Crown denied there was such an agreement.

2.79 A group of Ngāti Rangiwewehi protested the inclusion of Hamurana Springs in the Crown award. In February 1897, after hearing their complaints, the Appellate Court adjusted the partition boundaries slightly, but found that the Crown was entitled to retain possession of the springs.

2.80 The Crown ceased purchasing Ngāti Rangiwewehi land in 1909. By that stage, only 19,358 acres remained in Ngāti Rangiwewehi ownership. The individualisation of title as a result of the native land laws prevented Ngāti Rangiwewehi from exercising collective tribal control over their lands and resources, including Hamurana Springs. Ngāti Rangiwewehi were left with a severely reduced land base with which to sustain themselves and participate in the regional economy. The Crown had purchased most of the valuable, resource-rich and culturally prized Rotorua lakefront. The majority of the remaining land was inland in the Mangorewa Kaharoa - Maraeroa Oturoa area, and was poorly suited for use in agriculture or tourism.

2.81 The Crown's acquisition of Hamurana Springs is one of the most strongly felt grievances Ngāti Rangiwewehi holds against the Crown.

TANIWHA SPRINGS

2.82 In 1966, land at Pekehāua Puna Reserve/ Taniwha Springs, was taken from Ngāti Rangiwewehi for waterworks purposes under the Public Works Act 1928 and vested in the Rotorua County Council. The block of land involved was small but it was and is of great cultural significance to the iwi. It contains springs which feed the Awahou Stream and are precious taonga for Ngāti Rangiwewehi, both as the home of the taniwha called Pekehāua and as a water resource. Pekehāua made his lair in the main spring, Te Waro-Uri ('the dark chasm') and stories of the taniwha are central to Ngāti Rangiwewehi traditions and identity as an iwi. Taniwha Springs is linked by underground channels to other waterways and Pekehāua used these channels to visit Hinerua, the taniwha of Hamurana Springs, a site also sacred to Ngāti Rangiwewehi. According to Ngāti Rangiwewehi kaumatua, 'life springs forth for the tribe' through the river that emerges from Te Waro-Uri. At the time of the taking, Pekehāua Puna was also a significant tourist attraction. Ngāti Rangiwewehi leased the land to a commercial tourism operator, and were involved in the business in a number of roles, including cultural performances.

2.83 In the summer of 1964-65 the Rotorua County Council decided that the existing water supply for Ngongotaha, Waimata Springs, was insufficient for the future needs of the district. However, Waimata Springs could have supplied the district with sufficient water if the Crown had removed a trout hatchery that it operated there. The local authority attempted to get full control of Waimata Springs and its waters from the Crown, but the Crown refused to move the hatchery. Ultimately the Rotorua County Council decided to take water from Taniwha Springs instead.

2.84 In November 1965, a member of Ngāti Rangiwewehi received assurances from the Rotorua County Council that the proposed draw-off would not affect the main spring (Te Waro Uri) and 'the pumping station would not detract from the scenic value of the reserve'.

2.85 In January 1966, the Rotorua County Council moved ahead with the taking under the Public Works Act 1928 without negotiation. The Act, which was introduced by the Crown, did not require the Council to consult with Ngāti Rangiwewehi concerning its intention to take the land and to draw water from the springs. The compulsory acquisition process denied the owners any opportunity to pursue alternative arrangements, such as leasing the site to the local authority. It also prevented them from seeking benefits in return for the springs, such as community housing or development assistance.

2.86 In the circumstances, there was no lawful basis under the Public Works Act 1928 upon which the Crown could have disallowed the proposed taking and, in December 1966, the Crown proclaimed the taking of three roods thirty-six perches of the Pekehāua Puna Reserve. The Rotorua County Council also took a further one acre thirty-two perches of Ngāti Rangiwewehi land nearby to enable the construction of a reservoir. At the time, Ngāti Rangiwewehi retained only twenty percent of the land awarded to the iwi by the Native Land Court. A pump station was built over Te Waro-Uri in 1966-67, where it remains today.

2.87 Ngāti Rangiwewehi was offered compensation by the Rotorua County Council for the land that was taken. The process for determining compensation was not designed to recognise the value of the springs to the iwi or the volume of water to be taken. The negotiations were protracted and while Ngāti Rangiwewehi never agreed to the taking, they resolved, in the circumstances, to secure such compensation as was available. In July 1975, Ngāti Rangiwewehi felt they had little option but to accept the local authority's offer to settle the matter for $7,234.50.

2.88 There was no provision under legislation at the time to ensure Ngāti Rangiwewehi could participate in the use and management of Te Waro-Uri once it passed from their ownership. Ngāti Rangiwewehi have mourned the loss of their taonga since its taking. Ngāti Rangiwewehi also consider that, although the taking was made in accord with the law, it was morally wrong.

3 ACKNOWLEDGEMENTS AND APOLOGY

ACKNOWLEDGEMENTS

3.1 The Crown acknowledges that it has failed to address until now the long-standing grievances of Ngāti Rangiwewehi. The Crown hereby recognises the legitimacy of the grievances of Ngāti Rangiwewehi, and makes the following acknowledgements.

War

3.2 The Crown acknowledges that

3.2.1 in the 1860s, Ngāti Rangiwewehi were drawn into wars that were not of their making. These conflicts had a divisive effect as individuals and hapū within Ngāti Rangiwewehi were compelled to align themselves with different sides in the conflict; and

3.2.2 the Crown caused deep suffering to Kereopa Te Rau in February 1864, when members of his whānau were killed during an assault by Crown forces on the Waikato village of Rangiaowhia.

3.3 The Crown acknowledges that

3.3.1 members of Ngāti Rangiwewehi were attacked by Crown forces at Pukehinahina in April 1864, and at Te Ranga in June 1864 seventeen Ngāti Rangiwewehi warriors were killed, including Kaingarara one of their leading rangātira; and

3.3.2 the Crown was ultimately responsible for the outbreak of war in Tauranga in 1864 and the resulting loss of life, and thus breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Tauranga raupatu/confiscation

3.4 The Crown acknowledges that its 1868 extension of the Tauranga confiscation boundary compulsorily extinguished any customary interests in the enlarged confiscation district, including those of Ngāti Rangiwewehi. This was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The Crown further acknowledges that after the confiscation land was returned to Ngāti Rangiwewehi in the form of individualised title rather than Māori customary title.

Te Rangikaheke and his writings

3.5 The Crown acknowledges that

3.5.1 through his writings, Wiremu Maihi Te Rangikaheke contributed significantly to the influential books published by Sir George Grey on Māori culture and tradition; and

3.5.2 Grey, in his publications, made no reference to the contribution of Te Rangikaheke.

Native land laws

3.6 The Crown acknowledges that the workings of the native land laws, in particular in the awarding of land to individuals rather than iwi or hapū and the enabling of individuals to deal with that land without reference to iwi or hapū:

3.6.1 made the lands of Ngāti Rangiwewehi more susceptible to alienation and facilitated the Crown's acquisition of taonga such as Hamurana Springs, against the wishes of Ngāti Rangiwewehi; and

3.6.2 eroded the traditional social structures, mana and rangatiratanga of Ngāti Rangiwewehi. The Crown acknowledges it failed to take adequate steps to protect these structures, and this was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.7 The Crown acknowledges that

3.7.1 Ngāti Rangiwewehi sought, through leaders like Wiremu Hikairo and Wiremu Maihi Te Rangikaheke, to retain tribal authority over their lands but the Crown failed to provide an effective form of corporate title until 1894;

3.7.2 by 1894 the great bulk of Ngāti Rangiwewehi lands, including the Mangorewa Kaharoa and Maraeroa Oturoa block, had passed through the Native Land Court and were held under individualised title; and

3.7.3 the Crown's failure to provide an effective means in the native land legislation for the collective administration of Ngāti Rangiwewehi lands before 1894 was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

The Fenton Agreement

3.8 The Crown acknowledges Ngāti Rangiwewehi rangatira were among the signatories to the Fenton Agreement in 1880. The Crown also acknowledges that the Komiti Nui o Rotorua considered Ngāti Rangiwewehi to have interests within the Pukeroa Oruawhata block. However, these interests were not recognised by the Native Land Court when it delivered its judgment in 1881. The Crown acknowledges that a strong grievance arises for Ngāti Rangiwewehi from this decision.

Crown land purchasing

3.9 The Crown acknowledges the strongly felt grievances of Ngāti Rangiwewehi arising from the following methods by which the Crown purchased land in which they had interests:

3.9.1 opening negotiations with other iwi for the Paengaroa North block before the Native Land Court had determined that Ngāti Rangiwewehi had interests in the block;

3.9.2 buying individual interests from non-resident Ngāti Rangiwewehi owners of the Mangorewa Kaharoa block before those interests had been defined despite protests from those residing on the land; and

3.9.3 seeking an award of the most valuable and culturally significant land in the block in return for the individual interests purchased in Mangorewa Kaharoa, despite claims from the sellers and the non-sellers that they had agreed that the Crown would acquire other land in the block, and despite the fact the Crown had not acquired a majority of shares in the block.

Taniwha Springs

3.10 The Crown acknowledges that Pekehāua Puna Reserve/ Taniwha Springs is sacred taonga to Ngāti Rangiwewehi and is central to Ngāti Rangiwewehi traditions and identity as an iwi. The Crown also acknowledges that

3.10.1 in 1966 land at Taniwha Springs was taken by a local authority for water supply purposes;

3.10.2 before taking the land at Taniwha Springs, the local authority sought an alternative water supply from the Crown but the Crown refused to make the water available; and

3.10.3 in refusing to make the alternative water supply available to the local authority, the Crown was aware the local authority would in all likelihood have to take water from Taniwha Springs instead.

3.11 The Crown further acknowledges that the taking of the land at Taniwha Springs and the subsequent abstraction of water had a severe impact on Ngāti Rangiwewehi and is strongly felt by Ngāti Rangiwewehi to be the greatest grievance they bear against the Crown.

Crown Apology to Ngāti Rangiwewehi

3.12 The Crown hereby makes this apology to Ngāti Rangiwewehi, the people who descend from Tawakeheimoa and his son, Rangiwewehi.

3.13 For too many years, the Crown has failed to respond to your grievances in an appropriate way. The task of pursuing justice for the Crown's wrongs has been the work of generations of Ngāti Rangiwewehi. The Crown now recognises a solemn duty to apologise to you for its failure to honour its obligations to Ngāti Rangiwewehi under Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.14 In the 1850s the bond between the great Ngāti Rangiwewehi leader Wiremu Maihi Te Rangikaheke and Governor George Grey was characterised by goodwill, respect and co-operation. It was a partnership that should have set a tone for the overall relationship between Ngāti Rangiwewehi and the Crown, but history took a different, unhappy course.

3.15 Ngāti Rangiwewehi were drawn into, and divided by, the wars of the 1860s. Ngāti Rangiwewehi warriors died fighting against the Crown at Te Ranga in 1864. Through the Tauranga raupatu, the Crown extinguished customary title in Ngāti Rangiwewehi lands without the consent of Ngāti Rangiwewehi.

3.16 Time and again Ngāti Rangiwewehi sought to retain tribal authority over their lands, but the native land laws introduced by the Crown worked directly against their wishes and against their rangatiratanga. These laws, and the actions of Crown purchase agents, facilitated the loss of much of the rohe of Ngāti Rangiwewehi, including Hamurana Springs, one of the great treasures of Ngāti Rangiwewehi.

3.17 Through all these travails, Ngāti Rangiwewehi kept hold of another cherished taonga, Pekehāua Puna. Yet, in 1966 this too was taken from them. The Crown regrets deeply the trauma and anguish this loss caused for Ngāti Rangiwewehi.

3.18 Over the generations, the Crown's breaches of the Treaty compromised your social and traditional structures, your autonomy and your ability to exercise your customary rights and your responsibilities. With great sorrow, the Crown apologises for its actions and for the impact they had on the individuals, whānau and hapū of Ngāti Rangiwewehi.

3.19 A better future beckons. Through this apology, and this settlement, the Crown turns its face towards that future and hopes to establish a new relationship with Ngāti Rangiwewehi based on 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 settlement represents the result of intensive negotiations conducted in good faith and in the spirit of co-operation and compromise;

4.1.2 it is not possible to compensate Ngāti Rangiwewehi fully for all the loss and prejudice suffered; and

4.1.3 the settlement is intended to enhance the ongoing relationship between Ngāti Rangiwewehi and the Crown (in terms of the Treaty of Waitangi, its principles, and otherwise).

4.2 Ngāti Rangiwewehi acknowledges 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 The Crown acknowledges that, except as provided by this deed or settlement legislation, the provision of redress will not -

4.5.1 affect any rights of Ngāti Rangiwewehi in relation to water; and

4.5.2 affect, in particular, any rights Ngāti Rangiwewehi may have in relation to aboriginal title or customary rights or any other legal or common law rights including the ability to bring a contemporary claim to water rights and interests.

4.6 Clause 4.5 does not limit clause 4.3.

REDRESS

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

4.7.1 is intended to benefit Ngāti Rangiwewehi collectively; but

4.7.2 may benefit particular members, or particular groups of members, of Ngāti Rangiwewehi if Te Tahuhu o Tawakeheimoa Trust so determines in accordance with the procedures of Te Tahuhu o Tawakeimoa Trust.

IMPLEMENTATION

4.8 The settlement legislation will, on the terms provided by sections 101 to *106 of the draft settlement bill,* –

4.8.1 settle the historical claims; and

4.8.2 exclude the jurisdiction of any court, tribuna*l, or other judicial body in r*elation to the historical claims and **the settlement;** and

4.8.3 provide that certain legislation referred to in section 103(2) of the draft settlement bill does not apply -

(a) to a redress property, a purchased deferred selection property if settlement of that property has been effected, or any RFR land; or

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

4.8.4 require any resumptive memorial to be removed from a certificate of title to, or a computer register for, a redress property, a purchased deferred selection property if settlement of that property has been effected, or any RFR land; and

4.8.5 provide that the rule against perpetuities and the Perpetuities Act 1964 does not, –

(a) apply to a settlement document; or

(b) prescribe or restrict the period during which -

(i) the trustees of Te Tahuhu o Tawakeheimoa Trust, being the governance entity, may hold or deal with property; and

(ii) Te Tahuhu o Tawakeheimoa Trust may exist; and

4.8.6 require the Secretary for Justice to make copies of this deed publicly available.

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

5 CULTURAL REDRESS

STATUTORY ACKNOWLEDGEMENT

5.1 The settlement legislation will, on the terms provided by sections 115 to 124 of the draft settlement bill,

5.1.1 provide the Crown's acknowledgement of the statements by Ngāti Rangiwewehi of their particular cultural, spiritual, historical, and traditional association with the following areas:

(a) Maketu Wildlife Management Reserve (as shown on deed plan OTS-209-38);

(b) Part Taumata Scenic Reserve (as shown on deed plan OTS-209-39);

(c) Part Ruato Stream Conservation Area (as shown on deed plan OTS-209-40);

(d) Mangorewa Scenic Reserve (as shown on deed plan OTS-209-41);

(e) Part Mangorewa Conservation & Ecological Areas (as shown on deed plan OTS-209-42);

(f) Part Kaharoa Conservation Forest (as shown on deed plan OTS-209-43);

(g) Part Te Matai Conservation Forest (as shown on deed plan OTS-209-44);

(h) Part Mangapapa Ecological Area (as shown on deed plan OTS-209-45);

(i) Te Waerenga Scenic Reserve (as shown on deed plan OTS-209-46);

(j) Otanewainuku Conservation Forest (as shown on deed plan OTS-209-48);

(k) Mangapouri Stream Marginal Strip (as shown on deed plan OTS-209-81);

(l) The Crown-owned parts of the following rivers (to the extent that they fall within the Ngāti Rangiwewehi area of interest):

(i) Mangorewa River (as shown on deed plan OTS-209-47);

(ii) Kaituna River (as shown on deed plan OTS-209-32);

(iii) Ohaupara Stream (as shown on deed plan OTS-209-33);

(iv) Mangapouri Stream (as shown on deed plan OTS-209-34);

(v) Onaia Stream (as shown on deed plan OTS-209-58); and

(vi) Te Rerenga Stream (as shown on deed plan OTS-209-59).

5.1.2 require relevant consent authorities, the Environment Court, and the New Zealand Historic Places Trust to have regard to the statutory acknowledgement; and

5.1.3 require relevant consent authorities to forward to the governance entity:

(a) summaries of resource consent applications within, adjacent to or directly affecting a statutory area; and

(b) a copy of a notice of a resource consent application served on the consent authority under section 145(10) of the Resource Management Act 1991; and

5.1.4 enable the governance entity, and any member of Ngāti Rangiwewehi, to cite the statutory acknowledgement as evidence of the association of Ngāti Rangiwewehi with an area.

5.2 The statements of association are in the documents schedule.

DEED OF RECOGNITION

5.3 The Crown must, by or on the settlement date, provide the governance entity with a deed of recognition, signed by the Minister of Conservation and the Director-General of Conservation, in relation to the following areas:

(a) Part Taumata Scenic Reserve (as shown on deed plan OTS-209-39);

(b) Part Ruato Stream Conservation Area (as shown on deed plan OTS-209-40);

(c) Mangorewa Scenic Reserve (as shown on deed plan OTS-209-41);

(d) Part Mangorewa Conservation & Ecological Areas (as shown on deed plan OTS-209-42);

(e) Part Kaharoa Conservation Forest (as shown on deed plan OTS-209-43);

(f) Part Te Matai Conservation Forest (as shown on deed plan OTS-209-44);

(g) Part Mangapapa Ecological Area (as shown on deed plan OTS-209-45);

(h) Te Waerenga Scenic Reserve (as shown on deed plan OTS-209-46); and

(i) Mangapouri Stream Marginal Strip (as shown on deed plan OTS-209-81).

5.4 Each area that a deed of recognition relates to includes only those parts of the area owned and managed by the Crown.

5.5 A deed of recognition will provide that the Minister of Conservation and the Director-General of Conservation, must, if undertaking certain activities within an area that the deed relates to, –

5.5.1 consult the governance entity; and

5.5.2 have regard to its views concerning the association of Ngāti Rangiwewehi with the area as described in a statement of association.

PROTOCOLS

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

5.6.1 the conservation protocol;

5.6.2 the taonga tūturu protocol; and

5.6.3 the Crown minerals protocol.

5.7 A protocol sets out how the Crown will interact with the governance entity with regard to the matters specified in it.

Fisheries Protocol

5.8 The parties acknowledge that Ngāti Rangiwewehi may take steps to establish a mandated iwi organisation (as defined under the Māori Fisheries Act 2004), and in the event that the governance entity is recognised as a mandated iwi organisation, the responsible Minister will agree a fisheries protocol with Ngāti Rangiwewehi.

5.8A When the protocol is agreed, the responsible Minister will sign and issue the fisheries protocol to the governance entity.

5.8B The settlement legislation will provide that, in the event that the fisheries protocol is agreed between the parties it will have the legislative effect of a protocol in terms of sections 109 and 111 of the draft settlement bill.

5.8C A fisheries protocol will set out how the Crown will interact with the governance entity with regard to the matters specified in it.

FORM AND EFFECT OF THE DEED OF RECOGNITION AND PROTOCOLS

5.9 The deed of recognition and each protocol will be –

5.9.1 in the form in the documents schedule; and

5.9.2 issued under, and subject to, the terms provided by sections 108-114B and sections 125 to 127 of the draft settlement bill.

5.10 A failure by the Crown to comply with a deed of recognition or a protocol is not a breach of this deed.

LETTER OF RECOGNITION

5.11 The Ministry for Primary Industries (the **Ministry**) recognises that:

5.11.1 Ngāti Rangiwewehi as tangata whenua are entitled to have input and participation in fisheries management processes that relate to fish stocks in their area of interest and that are subject to the Fisheries Act 1996; and

5.11.2 Ngāti Rangiwewehi as tangata whenua have a special relationship with all species of fish, aquatic life and seaweed within their area of interest and an interest in the sustainable utilisation of all species of fish, aquatic life and seaweed.

5.12 The Director-General of the Ministry for Primary Industries (the **Ministry**) will write a letter of recognition to the governance entity outlining:

5.12.1 that the Ministry recognises Ngāti Rangiwewehi as tangata whenua within their area of interest and has a special relationship with all species of fish, aquatic life and seaweed within their area of interest;

5.12.2 how Ngāti Rangiwewehi can have input and participation into the Ministry's fisheries planning processes; and

5.12.3 how Ngāti Rangiwewehi can implement the Fisheries (Kaimoana Customary Fishing) Regulations 1998 within their area of interest.

5.13 The Crown must, by or on the settlement date, procure that the Director-General of the Ministry for Primary Industries will write such letter of recognition to the governance entity.

LETTERS OF INTRODUCTION

5.14 By or on the settlement date, the Minister for Treaty of Waitangi Negotiations must write letters of introduction in the form set out in the documents schedule to the following entities:

5.14.1 Transpower New Zealand Limited;

5.14.2 NZTA;

5.14.3 New Zealand Railways Corporation;

5.14.4 Civil Aviation Authority of New Zealand;

5.14.5 Tauranga City Council;

5.14.6 Fish and Game New Zealand;

5.14.7 Telecom New Zealand Limited/Chorus;

5.14.8 Western Bay of Plenty District Council; and

5.14.9 Bay of Plenty Regional Council.

CULTURAL REDRESS PROPERTIES

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

In fee simple

5.15.1 the fee simple estate in Te Riu o Kereru A (as shown 'A' on deed plan OTS-209-49); and

As a recreation reserve

5.15.2 the fee simple estate in Hamurana Springs A (as shown 'A' on deed plan OTS-209-31) as a recreation reserve, with the governance entity as the administering body subject to the governance entity and the Department of Conservation entering into the agreed Management Arrangement for up to five years following the settlement date in relation to that site on the terms and conditions set out in part 7 of the documents schedule; and

As a historic reserve

5.15.3 the fee simple estate in Hamurana Springs B (as shown 'B' on deed plan OTS-209-31) as a historic reserve, with the governance entity as the administering body; and

As a scenic reserve

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

(a) Ngā Tini Roimata a Rangiwewehi (as shown on deed plan OTS-209-36); and

(b) Te Riu o Kereru B (as shown 'B' on deed plan OTS-209-49); and

In fee simple subject to a conservation covenant

5.15.5 the fee simple estate in Te Riu o Ngata (as shown on Deed Plan OTS-209-35), subject to the governance entity providing a registrable conservation covenant in relation to that site on the terms and conditions set out in part 6.1 of the documents schedule.

In fee simple jointly vested as a scenic reserve

5.15A The settlement legislation will vest in the governance entity on the later of the settlement date and the Tapuika settlement date an undivided half share in the fee simple estate in Te Taita (as shown on deed plan OTS-209-37) (to be held as tenants in common with Tapuika), with a joint management body as the administering body. The members of the joint management body will be appointed by the governance entity and the Tapuika Iwi Authority Trust.

5.15B The settlement legislation will vest the fee simple estate in Puwhenua (as shown on deed plan OTS-209-85) as a scenic reserve in the following entities as tenants in common:

5.15B.1 the governance entity as to an undivided 1/6 share;

5.15B.2 Tapuika Iwi Authority Trust as to an undivided 1/6 share;

5.15B.3 Te Kapu o Waitaha as to an undivided 1/6 share;

5.15B.4 Ngā Hapū o Ngāti Ranginui Settlement Trust as to an undivided 1/6 share;

5.15B.5 the Ngāi Te Rangi governance entity as to an undivided 1/6 share; and

5.15B.6 the Ngāti Pūkenga governance entity as to an undivided 1/6 share.

5.15C The settlement legislation will establish a joint management body which will be the administering body for the reserve.

Jointly vested as scenic reserve subject to a right of way easement

5.15D The settlement legislation will vest the fee simple estate in Otanewainuku (as shown on deed plan OTS-209-84) as a scenic reserve in the following entities as tenants in common:

5.15D.1 the governance entity as to an undivided 1/6 share;

5.15D.2 Tapuika Iwi Authority Trust as to an undivided 1/6 share;

5.15D.3 Te Kapu o Waitaha as to an undivided 1/6 share;

5.15D.4 Ngā Hapū o Ngāti Ranginui Settlement Trust as to an undivided 1/6 share;

5.15D.5 the Ngāi Te Rangi governance entity as to an undivided 1/6 share; and

5.15D.6 the Ngāti Pūkenga governance entity as to an undivided 1/6 share.

5.15E The settlement legislation will establish a joint management body which will be the administering body for the reserve.

5.15F The settlement legislation will provide that the vesting of, and establishment of the joint administering body for, the reserve is subject to the entities referred to in clause 5.91D providing the Crown with a registrable right of way easement over A and B as marked on deed plan OTS-209-84 in the form set out in part 6.2 of the documents schedule.

Vesting date for Puwhenua and Otanewainuku

5.15G The settlement legislation will provide that the vestings of, and establishment of the joint administering bodies for, Puwhenua and Otanewainuku will occur on a date to be specified by the Governor-General by Order in Council, on recommendation by the Minister of Conservation.

5.15H The Minister must make the recommendation referred to in clause 5.15G to the Governor-General as soon as practicable after the following Acts of Parliament have come into force:

5.15H.1 the settlement legislation; and

5.15H2 the legislation required to be proposed for introduction to the House of Representatives under each of the following deeds:

(a) the Waitaha settlement deed;

(b) the Tapuika settlement deed;

(c) the Ngāti Ranginui settlement deed;

(d) the Ngāti Pūkenga settlement deed;

(e) the Ngāi Te Rangi settlement deed.

5.15I The Minister must, in making his recommendation to the Governor-General, specify the entities in which Puwhenua and Otanewainuku will vest in accordance with clauses 5.15B and 5.15D.

5.15J Without limiting clause 7.2, the Crown and the governance entity will agree in writing to any necessary changes to the draft settlement bill proposed for introduction to the

House of Representatives so as to give effect to the vesting of Puwhenua and Otanewainuku in the manner specified in clauses 5.15B to 5.15H.

5.16 Each cultural redress property is to be –

5.16.1 as described in schedule 5 of the draft settlement bill; and

5.16.2 vested on the terms provided by -

(a) subpart 4 of part 5 of the draft settlement bill; and

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

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

(a) required by clause 5.15 to clause 5.15F to be provided by the governance entity; or

(b) required by the settlement legislation; and

(c) in particular, referred to by schedule 5 of the draft settlement bill.

ALTERED GEOGRAPHIC NAME

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

5.17.1 alter the following existing geographic name to the altered geographic name set opposite it:

Existing geographic name (recorded)	Altered geographic name	Location (topographic map and grid references)	Geographic feature type
Hamurana Stream	Kaikaitahuna Stream	BE 37 862854 and BE 37 851871	Stream

5.18 The settlement legislation will alter the existing geographic name, on the terms provided by sections 129-132 of the draft settlement bill.

STATUTORY PARDON

5.19 The Crown will use best endeavours to facilitate a statutory pardon for Kereopa Te Rau, subject to consultation with interested parties and the wider community on their support for a statutory pardon.

CULTURAL REDRESS GENERALLY NON-EXCLUSIVE

5.20 The Crown may do anything that is consistent with the cultural redress, (for example, the statutory acknowledgements, the deed of recognition, protocols, letters of introduction or recognition) including entering into, and giving effect to, another settlement that provides for the same or similar cultural redress.

5.21 However, the Crown must not enter into another settlement that provides for the same redress where that redress is offered exclusively to the governance entity.

6 FINANCIAL AND COMMERCIAL REDRESS

FINANCIAL REDRESS

6.1 The Crown must pay the governance entity on the settlement date $1,626,982.10, being the financial and commercial redress amount of $6,000,000 less –

6.1.1 $2,500,000 being the on-account payment (being payment made on account of settlement and paid to Ngāti Rangiwewehi on 19 December 2008); and

6.1.2 $1,688,000 being the total transfer values of the commercial redress properties transferred to the governance entity; and

6.1.3 If clause 6.6 applies, $150,925 being 25% of the total value attributable to the Puwhenua Forest (less any amount deducted pursuant to clause 6.6.1); and

6.1.4 $34,092.90 (being the value of Te Riu o Kereru).

COMMERCIAL REDRESS PROPERTIES

6.2 Each commercial redress property is to be -

6.2.1 transferred by the Crown to the governance entity -

(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 4 of the property redress schedule;

(c) on the later of the settlement date and the Tapuika settlement date, for Te Matai Forest (South); and

(d) on the settlement date, for the other commercial redress properties;

6.2.2 as described, and is to have the transfer value provided, in part 3 of the property redress schedule.

6.3 The transfer of each commercial redress property will be -

6.3.1 subject to, and where applicable with the benefit of, the disclosed encumbrances provided in relation to that property; and

6.3.2 in the case of Mamaku North Forest, subject to the governance entity providing to the Crown by or on the settlement date a registrable right of way easement over the areas marked L and N on DPS 85780 in the form set out in Part 6.3 of the documents schedule; and

6.3.3 in the case of Te Matai Forest (South) -

(a) subject to the governance entity providing to the Crown by or on the date referred to in 6.2.1(c) a registrable right of way easement over the area marked A on SO 60854 in the form set out in Part 6.4 of the documents schedule; and

(b) subject to the Crown granting to the governance entity a registrable right of way easement over the areas marked A and B on SO 60849 in the form set out in Part 6.5 of the documents schedule.

DEFERRED SELECTION PROPERTY

6.4 The governance entity for two years after the settlement date will, have a right to elect to purchase the deferred selection property described in part 4 of the property redress schedule on, and subject to, the terms and conditions in part 5 of the property redress schedule.

PUWHENUA FOREST

6.5 Clause 6.6 of the Tapuika settlement deed applies if, before the final effective date each of the following events has occurred:

6.5.1 the governance entity, Ngā Hapū o Ngāti Ranginui and the Tapuika Iwi Authority Trust have jointly given a notice in writing to the Crown –

(a) confirming that they have established a limited liability company under the Companies Act 1993 to take a transfer of Puwhenua Forest in accordance with clause 6.6 of the Tapuika settlement deed; and

(b) identifying the name of the limited liability company;

6.5.2 the Crown has confirmed in writing to the governance entity, Ngā Hapū o Ngāti Ranginui and the Tapuika Iwi Authority Trust, that the RRT joint entity is appropriate to receive Puwhenua Forest as redress;

6.5.3 the RRT joint entity has entered into a deed of covenant with the Crown agreeing to be bound by clause 6.6 of the Tapuika settlement deed as if the RRT joint entity had signed that deed for that purpose; and

6.5.4 Ngā Hapū o Ngāti Ranginui and the Crown have entered into a deed to amend the Ngāti Ranginui settlement deed to enable the provisions relating to Puwhenua Forest to be included in the Tapuika settlement deed.

6.6 If clause 6.6 of the Tapuika settlement deed applies (a joint entity has been established by the governance entity, the Ngā Hapū o Ngāti Ranginui and the Tapuika Iwi Authority Trust to receive Puwhenua Forest as redress) -

6.6.1 in determining the amount payable under clause 6.1, the Crown must account to the governance entity for 25% of stumpage rental the Crown receives under the Lease during the period commencing on 30 June 2012 and expiring on the

date of this deed by deducting that amount from the transfer value of Puwhenua Forest specified in clause 6.1.3; and

6.6.2 from the date of this deed until the "TSP settlement date for Puwhenua Forest" under the Tapuika settlement deed, the Crown must hold all stumpage fees it receives under the Lease in an interest bearing trust account; and

6.6.3 on that TSP settlement date the Crown must pay to the governance entity 25% of the stumpage fees and interest received less withholding tax.

6.7 Clause 6.8 applies from the final effective date if all the events referred to in clause 6.5 of the Tapuika settlement deed have not occurred on that date.

6.8 Puwhenua Forest is no longer a commercial redress property under the Tapuika settlement deed and is instead a deferred selection property that is a separate valuation property under that deed and clause 6.8 of the Tapuika settlement deed applies to it as modified by paragraphs 6.9 and 6.10 of the Tapuika property redress schedule.

SETTLEMENT LEGISLATION

6.9 The settlement legislation will, on the terms provided by sections 158-162E of the draft settlement bill, enable the transfer of the commercial redress properties and the deferred selection properties.

RFR FROM THE CROWN

6.10 The governance entity is to have a right of first refusal in relation to a disposal by the Crown or a Crown body of **RFR** land, being land listed in the attachments as **RFR** land that, on the settlement date, -

6.10.1 is vested in the Crown; or

6.10.2 the fee simple for which is held by the Crown.

6.11 The right of first refusal is –

6.11.1 to be on the terms provided by sections 163-191 of the draft settlement bill; and

6.11.2 in particular, to apply-

(a) a term of 171 years from the settlement date; but

(b) only if the **RFR** land is not being disposed of in the circumstances provided by sections 171 to 180 of the draft settlement bill.

7 SETTLEMENT LEGISLATION, CONDITIONS, AND TERMINATION

SETTLEMENT LEGISLATION

7.1 Within 12 months after the date of this deed, the Crown must propose the draft settlement bill for introduction to the House of Representatives.

7.2 The draft settlement bill proposed for introduction may include changes:

7.2.1 of a minor or technical nature; or

7.2.2 where clause 7.2.1 does not apply, where those changes have been agreed in writing by the governance entity and the Crown.

7.3 Ngāti Rangiwewehi and the governance entity must support the passage through Parliament of the settlement legislation.

SETTLEMENT CONDITIONAL

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

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

7.5.1 clauses 7.4 to 7.9:

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

EFFECT OF THIS DEED

7.6 This deed –

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

7.6.2 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.

7.7 Clause 7.6 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

TERMINATION

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

7.8.1 the settlement legislation has not come into force within 30 months after the date of this deed; and

7.8.2 the terminating party has given the other party at least 20 business days notice of an intention to terminate.

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

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

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

7.9.3 remains "without prejudice".

7.10 The parties intend that if this deed does not become unconditional under clause 7.4, the on-account payment will be taken into account in relation to any future settlement of the historical claims.

8 GENERAL, DEFINITIONS, AND INTERPRETATION

GENERAL

8.1 The general matters schedule includes provisions in relation to –

8.1.1 the implementation of the settlement; and

8.1.2 the Crown's -

(a) payment of interest in relation to the settlement; and

(b) tax indemnities in relation to redress; and

8.1.3 giving notice under this deed or a settlement document; and

8.1.4 amending this deed.

TE RI O RUAHINE OR TE RI O TAMARĀWAHO

8.2 Ngāti Rangiwewehi and Ngāti Ranginui acknowledge that, if Ngā Hapū o Ngāti Ranginui or a Ngāti Ranginui hapū entity no longer wish to hold all or any part of the fee simple estate in either Te Ri o Ruahine or Te Ri o Tamarāwaho, Ngā Hapū o Ngāti Ranginui or a Ngāti Ranginui hapū entity, as the case may be, may transfer such land to Te Tahuhu o Tawakeheimoa Trust because of the traditional relationship that Ngāti Rangiwewehi have to these lands they know as Te Riu o Kereru. Such a transfer shall be in accordance with paragraph 11.4 of the Ngāti Ranginui legislative matters schedule. The transfer value will be mutually agreed between the transferee and the transferor.

HISTORICAL CLAIMS

8.3 In this deed, **historical claims** -

8.3.1 means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that Ngāti Rangiwewehi, 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

8.3.2 includes every claim to the Waitangi Tribunal to which clause 8.3.1 applies that relates exclusively to Ngāti Rangiwewehi or a representative entity, including the following claims:

(a) Wai 218;

(b) Wai 219;

(c) Wai 1141;

(d) Wai 1873; and

8.3.3 includes every other claim to the Waitangi Tribunal to which clause 8.3.1 applies, so far as it relates to Ngāti Rangiwewehi or a representative entity, including the following claims:

(a) Wai 1452;

(b) Wai 1200;

(c) Wai 1904.

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

8.4.1 a claim that a member of Ngāti Rangiwewehi, or a whānau, hapū, or group referred to in clause 8.6.2, 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 8.6.1:

8.4.2 a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 8.4.1.

8.5 To avoid doubt, clause 8.3.1 is not limited by clauses 8.3.2 or 8.3.3.

NGĀTI RANGIWEWEHI

8.6 In this deed, **Ngāti Rangiwewehi** means

8.6.1 the collective group composed of individuals who descend from an **ancestor** of **Ngāti Rangiwewehi**; and

8.6.2 every whānau, hapū, or group to the extent that it is composed of individuals referred to in clause 8.6.1 including:

(a) Ngāti Kereru;

(b) Ngāti Ngata;

(c) Ngāti Te Purei;

(d) Ngāti Rehu;

(e) Ngāti Tawakepotiki;

(f) Ngāti Whakakeu;

(g) Ngāti Whakaokorau; and

8.6.3 every individual referred to in clause 8.6.1.

Defined terms

8.7 For the purposes of clause 8.6.1:

8.7.1 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 Ngāti Rangiwewehi tikanga (Ngāti Rangiwewehi customary values and practices).

8.7.2 An **ancestor of Ngāti Rangiwewehi** means an individual who exercised **customary rights** by virtue of their being **descended** from;

(a) Rangiwewehi through Tawakeheimoa; or

(b) a recognised ancestor of any of the groups referred to in clause 8.6.2 above; and

(c) who exercised **customary rights** predominantly in relation to the area of interest at any time after 6 February 1840.

8.7.3 **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

8.8 In this deed –

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

(a) (Te Rangikaheke) Yvonne Moana Bidois QSM, Rotorua, Consultant; and

(b) Tauri Morgan, Rotorua, Consultant; and

(c) Harata Rangimarie Hahunga-Paterson, Rotorua, Consultant; and

(d) Arthur James Warren, Rotorua, Consultant;

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

(a) (Te Rangikaheke) Yvonne Moana Bidois QSM, Rotorua, Consultant.

(b) Arthur James Warren, Rotorua, Consultant; and

(c) Henare Mohi, Rotorua, Retired; and

(d) Pauline Tangohau, Rotorua,Civil Worker; and

(e) Marnie Flavell, Rotorua, Senior Project Manager/Community Development Officer; and;

(f) Vincent Brown, Rotorua, Utilities Foreman; and

(g) Harata Rangimarie Hahunga-Paterson, Rotorua, Consultant.

ADDITIONAL DEFINITIONS

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

INTERPRETATION

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

SIGNED as a deed on 16 December 2012

SIGNED for and on behalf of **NGĀTI RANGIWEWEHI** by the trustees of Te Tahuhu o Tawakeheimoa Trust -

Te Rangikaheke Bidois

Arthur Warren

Henare Mohi

Pauline Tangohau

Marnie Flavell

Vincent Brown

Harata Hahunga-Paterson

WITNESS

Name:

Occupation:

Address:

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

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

Hon Christopher Finlayson

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

Hon Simon William English

WITNESS

Name: Andrew Craig

Occupation: Economic advisor

Address: 2/68 Oban St, Well

Members of the Ngāti Rangiwewehi Claims Team

Anthony Toro Bidois

Rikihana Hancock

Dennis Polamalu

Kahuariki Hancock

Rawinia Mitai-Ngatai

Lilliette Walton

Gina Moni

Norah Scadden

Katerina Pihera

OTHER WITNESSES/MEMBERS OF NGĀTI RANGIWEWEHI WHO SUPPORT THE DEED

Joseph Te Toroa Malcolm

Hinapouri Mita

WHAREKONEHU TEWONI

Matehuihui Klomp

Emeretiana Hahunga-Lui

Tipene Mitai Taupopoki Clarke.

Anne Ngahuia Mana

RAWIROHA RUAI CLARKE

Ella Biggs

Te Tohu a Tui

Anne Cliffe

Ripeka Scott

Kirimatao Helmbright

Nganavea Rae

Rose Morrison Rangi Mana

Hua Julie Pukehuia Hahunga

Shirley Jane Douglas-Oneroa.

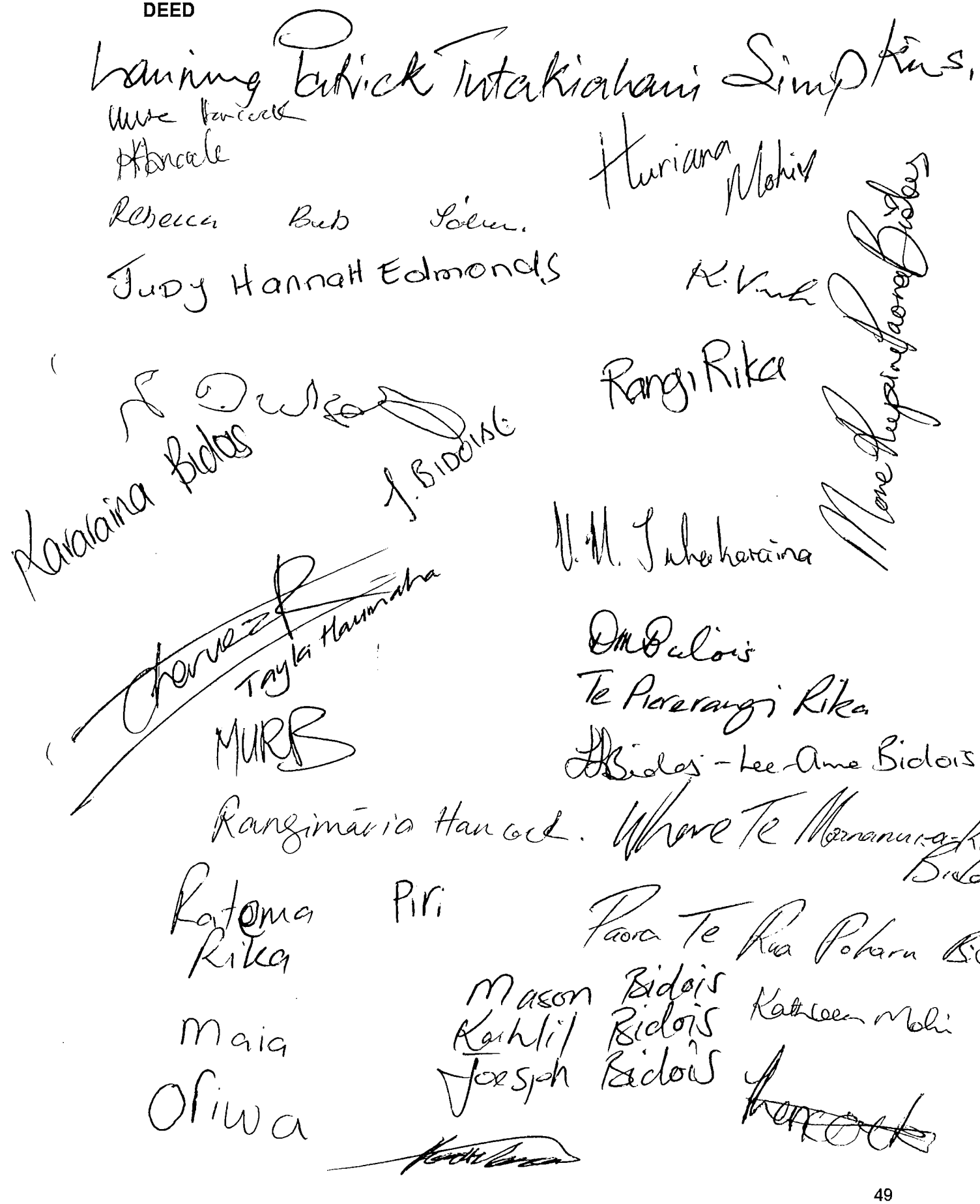
Kahurangi Hodge

Sui Romata Vili

Bella Tuhakaraina

Joseph Tukutehe Tuhakaraina

OTHER WITNESSES/MEMBERS OF NGĀTI RANGIWEWEHI WHO SUPPORT THE DEED



OTHER WITNESSES/MEMBERS OF NGĀTI RANGIWEWEHI WHO SUPPORT THE DEED

Te Wehi Preston

Hīni Bruin

Patariki Bidois

J. Bidois

Ngataunema Kingi Robinson

Wharetutu Paora

Lorah Rurunui

Rauninia Robinson

Pepe Jules

Larissa Clarke

Te Atatohea Brel.

M R Bidois
Rangimarie.

Cath Hawaki

Dr Kiripirini

LESLEY

AKERAUTANUI

HERORA
III 3 II

Layla

OTHER WITNESSES/MEMBERS OF NGĀTI RANGIWEWEHI WHO SUPPORT THE DEED

Steve Dinsdale

Pavetaihinu Ronald

Melane Hini

Chiquita Hauraki

M Peters

Taitinui Frahm

Horotia Mahaki

Reko Potiki

Ange Dinsdale

Whaveravanhe Te Kura Dinsdale

Samena Kopeni

Calais Te Amo O Te Rangi Joseph GRANT

Makuini Ratu

Whanganui Ratu

Ieni Theodick

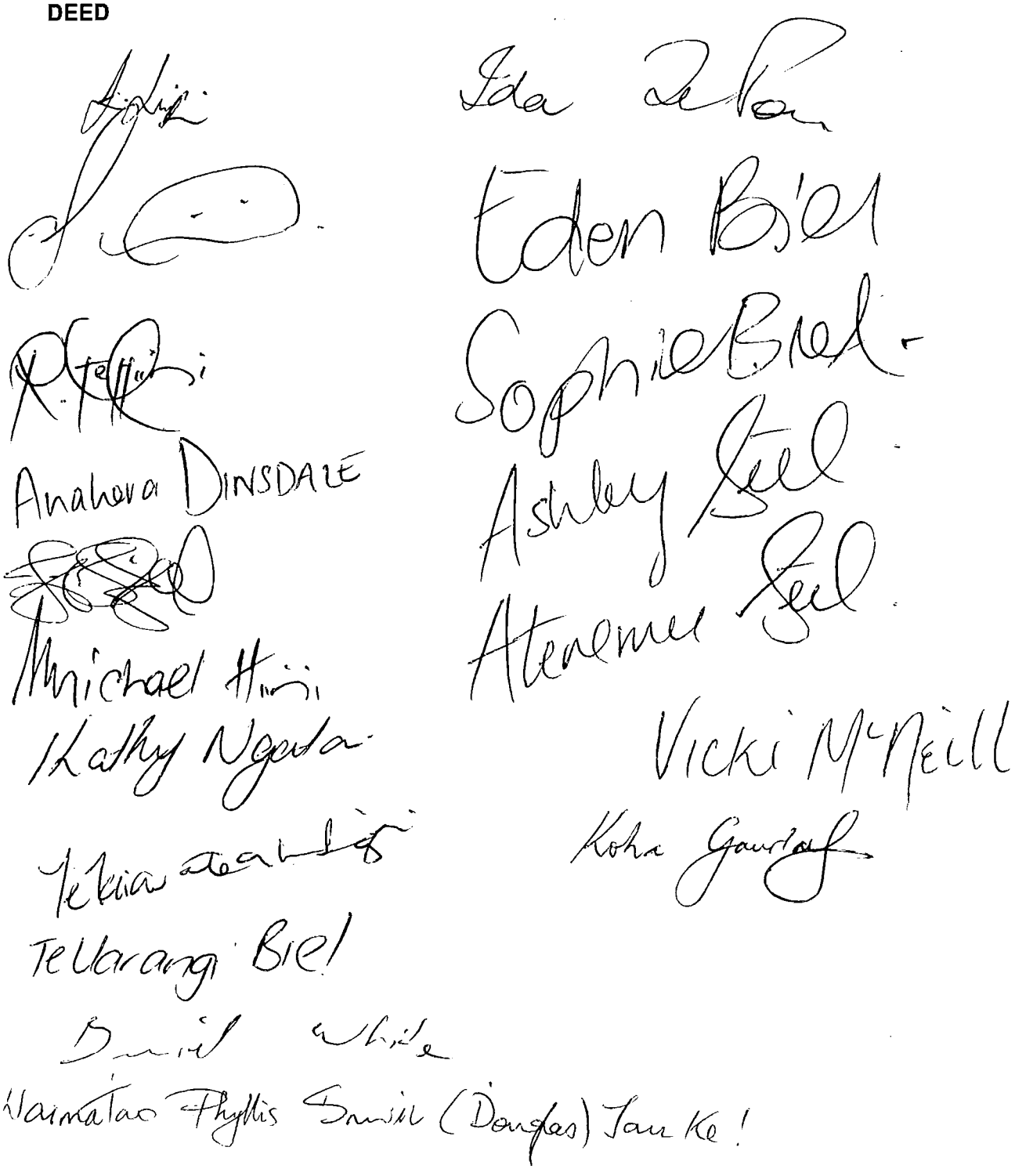
Te Huakiwi Te Amo Dinsdale

TereKaumuka (Dean) Frandl

Clavell.

Jules Dinsdale

OTHER WITNESSES/MEMBERS OF NGĀTI RANGIWEWEHI WHO SUPPORT THE DEED



OTHER WITNESSES/MEMBERS OF NGĀTI RANGIWEWEHI WHO SUPPORT THE DEED