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## **HEADS OF AGREEMENT**

**FOR A PROPOSED SETTLEMENT  
OF THE NGAATI RUANUI HISTORICAL CLAIMS  
AGAINST THE CROWN**

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7 Sept 1999

## TABLE OF CONTENTS

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KARAKIA O WHAKAREWATAUA.....	2
1.  NGAA WHAKAMAARAMA .....	3
1.  BACKGROUND .....	7
2.  CROWN'S SETTLEMENT PROPOSAL AND PROPOSED SETTLEMENT PROCESS.....	10
3.  PROPOSED APOLOGY .....	14
4.  PROPOSED CULTURAL REDRESS.....	24
5.  PROPOSED FINANCIAL AND COMMERCIAL REDRESS .....	50
6.  OTHER MATTERS.....	54
7.  PROPOSED CONDITIONS.....	56
8.  ACCEPTANCE OF THE CROWN'S SETTLEMENT PROPOSAL .....	59
9.  ACKNOWLEDGEMENTS BY THE PARTIES .....	61
10. CONTINUATION OF SETTLEMENT PROCESS .....	63
11. MISCELLANEOUS .....	65
12. NATURE AND TERMINATION OF THIS HEADS OF AGREEMENT.....	67
CULTURAL REDRESS SCHEDULE .....	68
COMMERCIAL REDRESS SCHEDULE .....	94
INTERPRETATION SCHEDULE .....	118

## HEADS OF AGREEMENT

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This **HEADS OF AGREEMENT** is made

**BETWEEN**

**HER MAJESTY THE QUEEN** in right of New Zealand acting by the Minister in Charge of Treaty of Waitangi Negotiations (the "**Crown**");

**AND**

**NGAATI RUANUI MURU ME TE RAUPATU WORKING PARTY** (the "**Mandated Representatives of Ngaati Ruanui**").

## KARAKIA O WHAKAREWATAUA

Teenei ka noho i roto te whare nuii  
I roto o Kai-kaapoo  
Te Whare o Raakei-matua  
Tomo kau a Rua-iri  
A Ue- Whatarau ki roto o  
Whakatakune riri ai.  
Ka pakaru Tapotu-o te rangi e i  
Ka waiho he take unuhanga moo ngaa iwi  
Haere atu Rua-iri ki runga o Wai-rarapa  
Tuutohungia iho kauaka te Tini-o-Ue-Whatarau  
E whai ake i a ia.  
Maa Tini-o-Rangi-hawe ia e whai ake  
Kaahore i whakarongo  
Huna iho ana ki te umu-pakaora naa Rua-iri  
Ka mate Tini- o –Ue-Whatarau e i.  
Hua i huna ai  
E ngaro te Tangata  
E kore e ngaro I tooku Kuia  
I a Rongorongo-nui-a-Paahiwa  
I tohia ai taaku ingoa nei  
Koia Ruanui-a-Pookiwa  
E toe nei ki te Ao.

Let us in imagination dwell  
Within the great house of Kai-kapo  
That to Rakei-matua belonged.  
There entered within with unbecoming men  
Both Rua-uri and U-whatarau  
Causing strife and anger to arise.  
When Taputo-o-te-rangi, famed calabash was smashed  
This undying hatred caused  
And the withdrawing of the people from their common home  
For far Wairarapa, Rua-uri proposed to depart  
Leaving command to Tini-o-Ue-whatarau not to follow;  
But rather, if they so willed, might Tini-o-rangi come.  
They listened not, and thus  
Were Tini-o-te-whatarau within  
The long ovens of Rua-uri baked.  
'Twas thought that this killing of men  
Would destroy the tribes  
But never will the offspring of my great ancestress  
Of Rongorongo-nui-a –Pahiwa  
From whence I take my name  
Of Rua-nui-a-Pookiwa  
Be lost to this world of light.

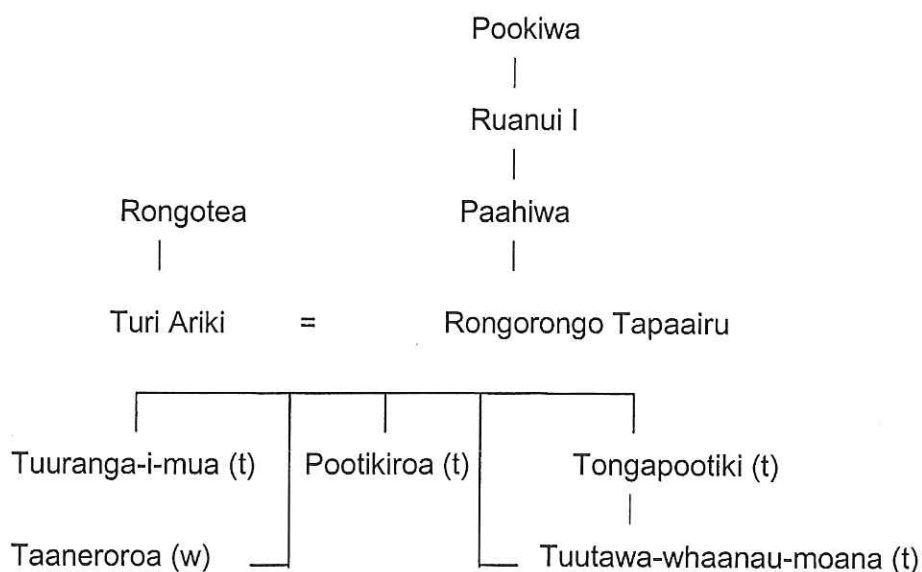
Na Whakarewataua



# 1. NGAA WHAKAMAARAMA

## TE WHAKAPAPA O NGAATI RUANUI

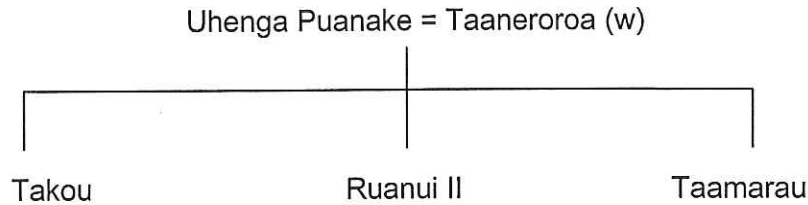
- 1.1 E ai ki ngaa tikanga tuku iho a Ngaati Ruanui, i heke mai i ngaa tuupuna maatua, e whakapono ana a Ngaati Ruanui Ki ngaa koorero e whai ake nei:
- 1.1.1 e kitea ana i roto i te rohe o Ngaati Ruanui te pukahu o Ngaa whaanau ko raatou te tumu o ngaa hapuu o Ngaati Ruanui, Taangaahoe me Ngaati Hine;
- 1.1.2 i mua i te taenga mai o te Paakehaa he mana motuhake too ngaa hapuu nei ki te whakahaere i aa raatou ake take, oo raatou ake ohanga, aa, i ngaa waa e hiahiatia ana i hono raatou i raro i te maru o too raatou tuupuna, te tuupuna e kawe nei raatou i toona iingoa, araa, ko Ruanui;
- 1.1.3 i roto i ngaa taahuhu koorero a te iwi e paa ana ki a Aotea waka ka kitea he tokorua ngaa tuupuna nei i tapaina ko "Ruanui" te iingoa;
- 1.1.4 Ko te mea tuatahi ko Ruanui-o-Pookiwa, ko ia nei te tuupuna maatua o Rongorongo Tapaairu, te wahine a Turi Ariki, Kaihautuu o Aotea waka;



## 1. NGAA WHAKAMAARAMA

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- 1.1.5 Ko te mea tuarua, te tuupuna e tino moohio whaanuitia ana, ko Ruanui o Taaneroroa e whakaatuhia ana i runga ake nei ko te tamaahine a Turi raaua ko Rongorongo, i moe raa i a Uhenga Puanake;



### **RUANUI O POOKIWA**

- 1.1.6 ko te whakataukii raa ko "Mai kaupokonui tae atu ki Meremere, tooku mana" e waitohu ana teenei i ngaa paenga o Ngaati Ruanui naa Turi Ariki i tauaakii i te taunga mai o te iwi o Aotea ki roto o Taranaki;
- 1.1.7 Mai mua i te tau 1840 i te noho a Ngaati Ruanui a Pookiwa i roto i te rohe o te tonga Taranaki, aa, he paanga whenua anoo oona i roto i te rohe o Pooneke.

### **NGAA TAAHUUHUU KOORERO**

- 1.2 He tino nui rawa atu te ariaa ki te iwi o Ngaati Ruanui i te taenga mai o te Paakehaa.
- 1.3. Kua whakaae te Karauna ki te Roopuu Whakamana i te Tiriti o Waitangi ki ngaa take e whai ake nei:
- 1.3.1 e hara ana te Karauna moo te hokonga o Waitaha me ngaa pakanga i whai muri, aa, noo reira i whawhati ia i ngaa maataapono o te Tiriti o Waitangi;
- 1.3.2 e hara ana anoo te Karauna moo ngaa whenua i murua e ia i Taranaki, aa, noo reira i whawhati ia i ngaa maataapono o te Tiriti o Waitangi;
- 1.3.3 he tino taumaha te papaatanga o te mahi muru whenua a te Karauna ki runga ki te iwi o Taranaki e paa ana ki tana oranga, tana ohanga me ngaa mahi whakapakari i te iwi;
- 1.3.4 mai i te mahi whakaroaroa a te Karauna ki te whakarite whenua raahui, i tino mate rawa atu ai te iwi i ana mahi muru whenua; aa,

## 1. NGA WHAKAMAARAMA

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- 1.3.5 mai i te whakatinanatanga o ngaa mahi muru whenua, tae ana ki te whakaeketanga o Parihaka i te tau 1881 me ngaa heipuutanga o muri iho, i whawhatihia e te Karauna ngaa maataapono o te Tiriti o Waitangi.
- 1.4 E whakamaaramatia ana i roto i ngaa taahuhu koorero ngaa take i ara ake ai ngaa whawhatitanga nei, aa, kua whakatakotohia i roto i te **Waahanga 3: Ngaa Whakapaaha e Whakaarohia ana.**

### TE PUURONGO MOO TARANAKI A TE ROOPUU WHAKAMANA I TE TIRITI

- 1.5 I te marama o Pipiri 1996 i whakaputahia e te Roopuu Whakamana i te Tiriti o Waitangi tana puurongo waa poto (araa, te Puurongo moo Taranaki), e whakatakoto ana i ana whakaaro tuatahi moo ngaa rua tekau maa tahi kereeme e paa ana ki a Taranaki, i whakatakohia i raro i te Waahanga 6 o te Ture o te Tiriti o Waitangi 1975 (araa, **ngaa Kereeme a Taranaki**).
- 1.6 I whakaputahia e te Roopuu Whakamana i te Tiriti te Puurongo moo Taranaki, e whakatakoto ana i ana whakaaro tuatahi moo ngaa kereeme a Taranaki:
- 1.6.1 i takea i runga i te uiuitanga a te Roopuu Whakamana tae ana ki te raa o te Puurongo (me tana tino whakaatu kaaore anoo kia rongona ngaa whakautu a te Karauna ki te maha noa atu o ngaa take i whakaarahia);
- 1.6.2 hei whakateretere i ngaa whiriwhiri e whakaarohia ana moo teetahi whakataunga e paa ana ki ngaa Kereeme a Taranaki.

### NGAA WHIRIWHIRINGA TAE ANA KI TEENEI RAA

- 1.7 I whakaae te Karauna i te marama o Paenga-whaawhaa 1998 ki te mana whakahaere o te Opemahi o Ngaati Ruanui Muru me Te Raupatu, araa, kia noho ko ia hei maangai moo Ngaati Ruanui i roto i ngaa whiriwhiringa me te Karauna.
- 1.8 I koorero ngaa Roopuu nei moo ngaa take e paa ana ki ngaa whiriwhiringa i mua i te waa i tiimata ai ngaa whiriwhiringa whai tikanga.
- 1.9 I whakaae ngaa Roopuu e rua nei ki ngaa Whakaritenga o ngaa Whiriwhiringa i te 31 o ngaa raa o Here-turi-kookaa 1998 (araa, **ngaa Whakaritenga o ngaa Whiriwhiringa**), aa, naa teenei i tino whakatakoto te whaanuitanga o ngaa take, ngaa whaainga me ngaa tikanga whakahaere whaanui moo ngaa whiriwhiringa.
- 1.10 E noho taaupeupe ana te whakaaetanga a te Karauna ki te mana whakahaere o ngaa Maangai i Whakamanatia moo Ngaati Ruanui, ki te whakapono ka uu tonu raatou ki ngaa whakaritenga i whakatakotohia i roto i ngaa Whakaritenga o ngaa Whiriwhiringa.

## 1. NGAA WHAKAMAARAMA

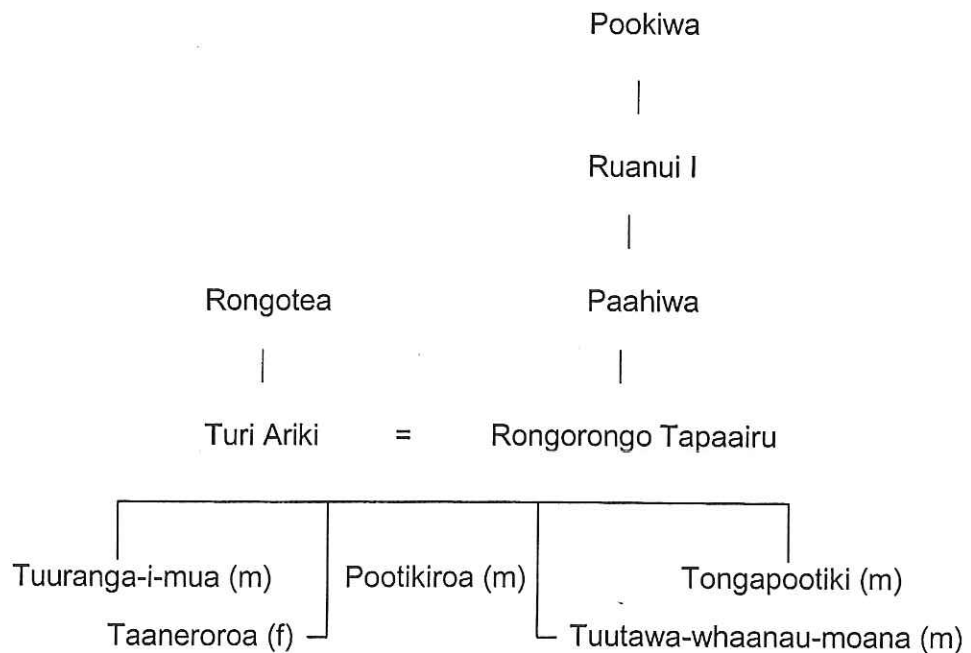
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- 1.11 Kua tae ngaa whiriwhiringa ki te waa e hiahia ana ngaa Roopuu e rua nei ki te uru ki teenei Whakaaetanga Taketake, araa, e whakaatu ana te Karauna me Ngaati Ruanui e ai ki ngaa whanonga pono whaanui kei te hiahia raaua ki te whakatau i ngaa Kereeme o Nehe Raa a Ngaati Ruanui, e koorerohia ana i te whiti 2.1, maa te uru ki te Whakaaetanga o ngaa Whakataunga i runga i te Marohitanga a te Karauna moo te Whakataunga he mea whakatakoto i roto i teenei Whakaaetanga Taketake.

# 1. BACKGROUND

## NGAATI RUANUI WHAKAPAPA

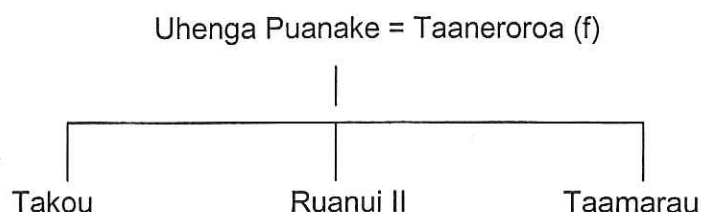
- 1.1 According to the traditions of Ngaati Ruanui passed down through the generations, Ngaati Ruanui believe:
- 1.1.1 within the rohe of Ngaati Ruanui there can be found a multitude of family groups who form the basis of Ngaa hapuu of Ngaati Ruanui, Tangaahoe and Ngaati Hine;
  - 1.1.2 prior to the arrival of the European people, these hapuu were self-governing economic entities who, when in time of need, combined as a unit under the genealogical integument of a common eponymous ancestor, namely Ruanui;
  - 1.1.3 within the history of the people in regard to the Aotea Waka, can be found two eponymous ancestors with the name of "Ruanui";
  - 1.1.4 the first is Ruanui-o-Pookiwa, who was the great grandfather of Rongorongo Taapairu, the wife of Turi Ariki, Kaihautu of the Waka Aotea;



## 1. BACKGROUND

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- 1.1.5 the second, who is also the most commonly known, is Ruanui o Taaneroroa, shown below as the daughter of Turi raaua ko Rongorongo, who married Uhenga Puanake;



### **RUANUI O POOKIWA**

- 1.1.6 the Whakatauki "Mai kaupokonui tae atu ki Meremere tooku mana", indicates the boundary of Ngaati Ruanui as first stated by Turi Ariki upon arrival of the Aotea people within Taranaki; and
- 1.1.7 pre-1840 Ngaati Ruanui a Pookiwa resided within the South Taranaki area and also had interests within the Port Nicholson area.

### **HISTORICAL BACKGROUND**

- 1.2 The arrival of European people had a significant effect upon Ngaati Ruanui.
- 1.3 The Crown has acknowledged to the Waitangi Tribunal that:
- 1.3.1 the Waitara purchase and the wars that followed constituted an injustice and were, therefore, in breach of the principles of the Treaty of Waitangi;
- 1.3.2 the confiscation of land, as it occurred in Taranaki, also constituted an injustice and was, therefore, in breach of the principles of the Treaty of Waitangi;
- 1.3.3 the confiscation had a severe impact upon the welfare, economy and development of the iwi of Taranaki;
- 1.3.4 in general terms, the delays in setting aside reserves contributed to the adverse effects of the confiscation; and
- 1.3.5 events relating to the implementation of the confiscation leading to the invasion of Parihaka in 1881, the invasion itself, and its aftermath constituted a breach of the principles of the Treaty of Waitangi.

- 1.4 An outline of the historical account that gave rise to those breaches is set out in **Part 3: Proposed Apology**.

#### **THE TARANAKI REPORT OF THE WAITANGI TRIBUNAL**

- 1.5 The Waitangi Tribunal issued in June 1996 an interim report called the "Taranaki Report: Kaupapa Tuatahi" (the "**Taranaki Report**") giving its preliminary views on 21 claims concerning Taranaki made under section 6 of the Treaty of Waitangi Act 1975 (the "**Taranaki Claims**").
- 1.6 The Waitangi Tribunal issued the Taranaki Report with its preliminary views on the Taranaki Claims:
- 1.6.1 based on the Tribunal's inquiry up to the date of the Report (and noted, in particular, that the Crown was yet to be heard on many matters raised); and
- 1.6.2 in order to expedite intended negotiations for a settlement in relation to the Taranaki Claims.

#### **NEGOTIATIONS TO DATE**

- 1.7 The Crown recognised in April 1998 the mandate of Ngaati Ruanui Muru me Te Raupatu Working Party to represent Ngaati Ruanui in negotiations with the Crown.
- 1.8 The Parties had discussions relating to negotiations prior to formal negotiations commencing.
- 1.9 The Parties entered into Terms of Negotiation dated 31 August 1998 (the "**Terms of Negotiation**") which specify the scope, objectives and general procedures for negotiations.
- 1.10 The Crown's recognition of the mandate of the Mandated Representatives of Ngaati Ruanui is conditional upon those Mandated Representatives continuing to meet the conditions specified in the Terms of Negotiation.
- 1.11 Negotiations have now reached a stage where the Parties wish to enter into this Heads of Agreement recording that the Crown and Ngaati Ruanui are, in principle, willing to settle the Ngaati Ruanui Historical Claims that are referred to in **clause 2.1** by entering into a Deed of Settlement on the basis of the Crown's Settlement Proposal set out in this Heads of Agreement.

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## 2. CROWN'S SETTLEMENT PROPOSAL AND PROPOSED SETTLEMENT PROCESS

### DESIRE TO SETTLE THE NGAATI RUANUI HISTORICAL CLAIMS

2.1 The Crown and Ngaati Ruanui wish to settle the claims of Ngaati Ruanui (including Tangaahoe and Pakakohi) set out in **clause 2.2** (the "**Ngaati Ruanui Historical Claims**").

2.2 "**Ngaati Ruanui Historical Claims**" means:

2.2.1 all claims made at any time (whether or not the claims have been researched, registered or notified) by any Ngaati Ruanui Claimant and:

- (a) founded on rights arising in or by the Treaty of Waitangi, the principles of the Treaty of Waitangi, statute, common law (including customary law and aboriginal title), fiduciary duty, or otherwise; and
- (b) arising out of or relating to acts or omissions before 21 September 1992 by or on behalf of the Crown or by or under legislation; and

2.2.2 the following claims to the Waitangi Tribunal (so far as they relate to Ngaati Ruanui):

- (a) Wai 54;
- (b) Wai 126;
- (c) Wai 131;
- (d) Wai 143; and
- (e) Wai 552; and

2.2.3 the following claims to the Waitangi Tribunal that specifically relate to Ngaati Ruanui:

- (a) Wai 99;
- (b) Wai 140;



## 2. CROWN'S SETTLEMENT PROPOSAL AND PROPOSED SETTLEMENT PROCESS

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- (c) Wai 142;
- (d) Wai 419; and
- (e) Wai 713.

2.3 Despite the provisions of **clause 2.2** the Ngaati Ruanui Historical Claims do not include claims arising out of or relating to any loss of interest in land, or natural or physical resources, in the land area outside Taranaki.

### RECOGNITION OF GRIEVANCE OF NGAATI RUANUI OVERDUE

2.4 The Crown acknowledges that recognition by the Crown of the grievance of Ngaati Ruanui in relation to the Ngaati Ruanui Historical Claims is overdue.

### NATURE OF CROWN'S SETTLEMENT PROPOSAL

2.5 The Crown proposes to settle the Ngaati Ruanui Historical Claims by providing in a Deed of Settlement for the following Settlement Redress:

- 2.5.1 an apology to Ngaati Ruanui;
- 2.5.2 cultural redress to Ngaati Ruanui; and
- 2.5.3 financial and commercial redress to Ngaati Ruanui.

2.6 **Parts 3, 4, 5 and 7** respectively of this Heads of Agreement set out the scope and nature, in principle, of:

- 2.6.1 the apology (subject to **clause 2.7**);
- 2.6.2 the cultural redress (subject to **clause 2.7**);
- 2.6.3 the financial and commercial redress; and
- 2.6.4 the conditions for that Settlement Redress; -

that the Crown proposes to include in a Deed of Settlement with Ngaati Ruanui (the "**Crown's Settlement Proposal**").

**APOLOGY AND CULTURAL REDRESS IN RELATION TO MOUNT TARANAKI NOT INCLUDED**

2.7 This Heads of Agreement:

2.7.1 does not set out the scope and nature, in principle, of the apology the Crown proposes to offer Ngaati Ruanui in relation to Mount Taranaki (the "**Apology in relation to Mount Taranaki**") as that is yet to be developed in conjunction with other iwi of Taranaki to whom an apology is to be offered; and

2.7.2 does not set out the scope and nature, in principle, of the cultural redress the Crown proposes to offer Ngaati Ruanui in relation to Mount Taranaki (the "**Mount Taranaki Cultural Redress**") as that is yet to be developed in conjunction with other iwi of Taranaki to whom such redress is to be offered; but

2.7.3 does include the scope and nature, in principle, of:

- (a) all Settlement Redress the Crown proposes to offer Ngaati Ruanui to settle the Ngaati Ruanui Historical Claims except for:
  - (i) the Apology in relation to Mount Taranaki; and
  - (ii) the Mount Taranaki Cultural Redress; and
- (b) in particular, all financial and commercial redress the Crown proposes to offer Ngaati Ruanui.

**CONDITIONS**

2.8 The Crown's Settlement Proposal, and the Deed of Settlement, will be subject to the conditions the scope and nature, in principle, of which are set out in **Part 7: Proposed Conditions**.

**PROPOSED SETTLEMENT PROCESS**

2.9 The Crown proposes that, after the signing of this Heads of Agreement, the Parties work together in good faith to develop, as soon as reasonably practicable (and whether or not the Crown is negotiating, or settling, the historical claims of other iwi of Taranaki) a Deed of Settlement that:

2.9.1 incorporates the Crown's Settlement Proposal (including all matters of detail and implementation);

## 2. CROWN'S SETTLEMENT PROPOSAL AND PROPOSED SETTLEMENT PROCESS

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- 2.9.2 will, with effect from the Settlement Date, enable the Crown and Ngaati Ruanui to settle the Ngaati Ruanui Historical Claims; and
- 2.9.3 provides for a process that will involve Ngaati Ruanui and other iwi of Taranaki in developing:
- (a) the Apology in relation to Mount Taranaki; and
  - (b) the Mount Taranaki Cultural Redress for Ngaati Ruanui (and those other iwi).

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### 3. PROPOSED APOLOGY

#### NATURE OF APOLOGY

- 3.1 The Crown proposes that a Deed of Settlement and Settlement Legislation will provide for an apology to Ngaati Ruanui that incorporates:
- 3.1.1 a recital based on the historical account in **clauses 3.3 to 3.63** (including certain additional matters (as agreed between the Parties) that relate to the matters referred to in the historical account but are particular to Ngaati Ruanui);
  - 3.1.2 acknowledgements by the Crown of breaches of the Treaty of Waitangi and its principles; and
  - 3.1.3 an apology by the Crown, in a form to be agreed between the Parties.

#### HISTORICAL ACCOUNT

- 3.2 The Crown proposes that the apology to Ngaati Ruanui be based on the following historical account.

#### PRE-1860

- 3.3 Ngaati Ruanui were prosperous and economically successful in the 1840s and 1850s, and traded extensively with European settlements and overseas traders.
- 3.4 Ngaati Ruanui consistently opposed the sale of Maori land in Taranaki to Europeans. No Ngaati Ruanui land had been sold to the Crown by 1860. Ngaati Ruanui had a spiritual relationship with, and physical control over, their own resources.
- 3.5 In the early 1850s Ngaati Ruanui, and other iwi of Taranaki and elsewhere, entered into a pact to oppose further land sales. This was emphasised by the Haka "E kore Taranaki e makere atu". Ngaati Ruanui hold the whakatauki, "Te Tangata To Mua, Te Whenua To Muri", as the pact that signalled the determination of the united iwi of Taranaki. In the mid-1850s Ngaati Ruanui provided active support to those Te Atiawa who opposed land sales in northern Taranaki.

### 3. PROPOSED APOLOGY

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#### FIRST TARANAKI WAR

- 3.6 In 1860 Ngaati Ruanui continued to support people of Te Atiawa and Ngaa Rauru who opposed land sales, specifically with respect to Waitara and the Waitotara blocks. Ngaati Ruanui consider that the Crown was promoting the right of individuals to sell land in defiance of Rangatira responsibility for the collective interests of the iwi.
- 3.7 The Crown proclaimed martial law throughout Taranaki on 22 February 1860, after the Crown's attempts to survey the Waitara block were prevented by unarmed Maori, mainly women. This action was considered by the Crown to be an act of rebellion. Ngaati Ruanui do not consider the prevention of the Waitara survey to have been an act of rebellion. The Crown decided to proceed with the survey and the Pekapeka block was occupied by Crown troops. The English version of the Proclamation, published on 22 February 1860, stated that "active military operations are about to be undertaken by the Queen's forces against Natives in the Province of Taranaki in arms against her Majesty's Sovereign Authority". Te Atiawa supporters of Wiremu Kingi then built a fortified pa on the block, which was attacked by Crown troops on 17 March.
- 3.8 When the war began in the North, other iwi of Taranaki, including Ngaati Ruanui, entered the war on the side of Wiremu Kingi and his supporters. The Crown's attack was followed by a reprisal by Ngaati Ruanui who, with other iwi of Taranaki, attacked settlers and settlements south of New Plymouth on 27 March.
- 3.9 During the war in 1860-61, substantial amounts of property in the area were destroyed.
- 3.10 At the end of the war, Ngaati Ruanui did not enter into the peace agreement of April 1861, but they observed the ceasefire which followed.

#### SECOND WAR

- 3.11 After the peace agreement Pekapeka remained occupied by the military pending an inquiry into the Pekapeka block which was promised. Following the peace settlement, the iwi of South Taranaki, including Ngaati Ruanui, retained control of the blocks of Omata and Tataraimaka which were claimed by the Crown.
- 3.12 In March and April of 1863, and before an inquiry into Pekapeka had been completed, the Crown's forces re-occupied Omata and Tataraimaka without provocation by Maori.
- 3.13 Troops moving between the two blocks crossed Maori land without permission. In response to this trespass, on 4 May 1863 Crown troops were attacked on Maori land at Oakura and soldiers were killed.

### 3. PROPOSED APOLOGY

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- 3.14 In April of 1863 the Governor accepted that the Waitara purchase had not been properly carried out, and decided to abandon it. The Governor's decision to abandon the Waitara purchase was not publicly announced until 11 May after fighting had begun again. At the same time the Crown began planning to take Maori land at Oakura as punishment for the attack, and on 6 July 1863 proclaimed its intention to survey settlements on the land. The 6 July proclamation was made before the empowering legislation to enable confiscation was in place (3 December 1863). Confiscation was finally proclaimed in Taranaki in 1865.
- 3.15 Fighting between the Crown and Maori in central and southern Taranaki continued throughout the 1860s. The Crown's military operations in southern Taranaki involved extending a chain of fortifications supported by military settlements. The systematic military conquest and occupation pushed the frontier beyond the lands the Crown claimed to have purchased. Cameron advanced from the South and Warre from the North, where they formed a junction at Warea in April 1865. Maori lands were thereby occupied, without being formally confiscated or purchased.
- 3.16 In its southern Taranaki operations the Crown adopted a policy of attrition or "scorched earth", aiming to reduce the ability of those considered by the Crown to be rebels to make war by destroying villages and cultivations. This culminated in the "bush scouring" campaigns of 1864-66 in which Ngaati Ruanui suffered much loss of life and property.
- 3.17 At the end of the war in 1869 some 233 Pakakohe men, women and children of Ngaati Ruanui surrendered following promises that they would not be killed. The Crown decided to make an example of these people. 96 of them were tried for treason including Ngawaka Taurua and others who, when the fighting was renewed in South Taranaki in 1868, had been living in peace, but some of whom had then at a later stage been coerced into the fighting by Titokowaru. 74 were sentenced to death. These sentences were commuted to terms of imprisonment. 62 were sentenced to 3 years, and 12 were sentenced to 7 years penal servitude. The prisoners were sent to South Island jails.
- 3.18 Two of these prisoners reportedly died before sentencing in Wellington, and at least 18 of the 74 imprisoned died before release. The prisoners were released on 20 March 1872 and arrived in Taranaki on board the "City of Newcastle". The Government would not permit them to return to their previous homes.
- 3.19 Prison conditions were harsh and included hard labour. Oral sources refer to prisoners being housed in caves. The detrimental impact of these conditions was compounded by ill-health and the effects of exile.

#### **CONFISCATION**

- 3.20 The Crown enacted the New Zealand Settlements Act 1863. Two of the Act's purposes were to provide permanent protection and security, and establish and

### 3. PROPOSED APOLOGY

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maintain the Queen's authority. The Act described the introduction of a sufficient number of settlers as "the best and most effectual means" of achieving those purposes. The Act was used to effect the confiscation of lands of Maori who the Crown assessed to have been engaged in "rebellion" against the authority of the Queen since 1 January 1863.

- 3.21 The Act empowered the Governor to take land for the purposes of settlement within prescribed districts. In 1865, the Governor proclaimed the "Ngaatiawa", "Middle Taranaki" and "Ngaatiruanui" confiscation districts. These included most of the land within the rohe of Ngaati Ruanui. The confiscation proclamation of 2 September 1865 declared all of southern Taranaki (the "Ngaatiruanui Coast") an "eligible site", liable to be used for the purposes of European settlement.
- 3.22 There was indiscriminate confiscation, despite the declaration in the confiscation Proclamation of 2 September 1865 stating that the land of "loyal inhabitants" would be taken only where "absolutely necessary for the security of the country". The Proclamation of Peace on 2 September 1865 promised to restore land immediately to those who were prepared to submit to the Crown's authority, but that promise was not fulfilled.
- 3.23 Extensive supplementary and subordinate legislation was passed by the Crown following the 1863 Act which added to the impact of the confiscations by extending the Crown's control over the rights and property of Maori in Taranaki.

#### COMPENSATION COURT

- 3.24 A Compensation Court was set up under the New Zealand Settlements Act 1863 to compensate some of those whose lands were confiscated by the Crown. Maori who, for the purposes of the New Zealand Settlements Act 1863, had been found to be in arms against the Crown since 1 January 1863, or to have supported those found to be in arms, could not receive compensation. Claimants had to establish both that they had an interest in the land, and that they had been loyal to the Crown. In many cases the Court relied on the evidence of a very few witnesses, rather than fully investigating the circumstances of each person affected. The Compensation Court process itself excluded potential claimants who failed to meet registration requirements, and claimants who did not appear at hearings. In many cases this non-attendance was due to the hearings being held in wartime, claimants not receiving notification of the hearings, and the fact that all hearings were held outside the rohe of Ngaati Ruanui.
- 3.25 In the case of the rohe of Ngaati Ruanui, almost all of the resident claimants were rejected for one reason or another. A number of claims by absentee owners were accepted, but their shares were calculated at a reduced rate. Only 40 people out of 997 were assessed to be resident loyals and awarded a full share of the entitlement assessed by the Compensation Court for the middle section of the Ngaati Ruanui Coast District.



### 3. PROPOSED APOLOGY

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- 3.26 Although Maori claimants were required to comply with Compensation Court processes or be excluded, in 1866 Parliament retrospectively declared the Court's own actions and proceedings to be valid and beyond judicial scrutiny, even if statutory requirements had not been met.
- 3.27 Some of the awards affecting the rohe of Ngaati Ruanui were based on out-of-court settlements. The Compensation Court did not review these.
- 3.28 The land entitlements assigned by the Compensation Court were inadequate in size and quality. Customary forms of tenure were not preserved in the awards, all of which were made to individuals.
- 3.29 None of the awards were properly implemented and by 1880, when the West Coast Commission began its investigations, none of the people of Ngaati Ruanui had received Crown grants for the land.

#### LATE PURCHASES

- 3.30 In the period 1874-1881, the Crown claimed to acquire Ngaati Ruanui lands situated both outside and inside the confiscation area by means of purchase effected through deeds of cession. These purchases were part of a government programme to acquire substantial quantities of Maori land in the interior.
- 3.31 Purchases conducted within the confiscation boundary took place in an extremely confused situation. By 1871, confiscation had not been enforced on the ground and this gave rise to doubt amongst Maori as to whether the confiscation was still in force or had been abandoned.
- 3.32 Even though the Crown attempted to resolve this uncertainty by purchasing lands within the confiscation boundary, and so treating the land as if it were still Maori property, it did not properly investigate the customary title. Even the normal Native Land Court processes for title investigation, that had been established soon after the outbreak of war, were not followed.
- 3.33 For land outside the confiscation boundary, the Crown made use of section 42 of the Immigration and Public Works Amendment Act 1871 and classified the land as being for the establishment of "special settlements". This meant that the Crown could avoid full investigation of title by the Native Land Court before purchase, and make arrangements for purchase with willing sellers (including the payment of advances) prior to the application for title being heard by the Native Land Court. Although it was still possible for other interested parties to come before the Court and have their interests heard, the use of the Immigration and Public Works Amendment Act 1871 prejudiced both objectors and the hearings themselves.
- 3.34 Many of these problems arose in the acquisition of the Kaitangiwhenua block (over 92 000 acres), which affected Ngaati Ruanui (amongst others). Further difficulties were also encountered in this particular case. The Crown took over a



### 3. PROPOSED APOLOGY

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partially completed purchase and employed the purchaser to complete it. While his employment as a purchase agent was terminated approximately two months before the purchase was finally completed, Maori were not informed of this. The payment of advances and installments of £6 112 was very poorly controlled by senior government officials. A large number of Ngaati Ruanui and others were opposed to the sale. A title was subsequently sought from the Native Land Court and although the block was primarily the customary lands of two large tribal groups (Ngaati Ruanui and Ngaa Rauru), the Court vested the title in only seven persons. These persons completed the sale to the Crown a few days later. They were paid £5 411 for the balance of the block and entrusted this money to the former purchase agent for banking. In 1894, a Commissioner found that the purchase agent had "fraudulently appropriated" these proceeds and had never properly accounted to Maori for the sums received by him through the Crown prior to final settlement.

- 3.35 Purchases both inside and outside the confiscation boundary were further flawed in that negotiations were not conducted openly, minimal consideration was paid, and very few reserves were promised. Of those reserves that were promised, none had been created by 1880, leaving Ngaati Ruanui with very limited land for their "support and maintenance".
- 3.36 The Waitangi Tribunal has questioned the Crown's integrity in making these sales on several grounds, and has concluded that none of them can be considered as valid transactions in Treaty terms.

#### TAKOHA

- 3.37 In the period 1877-1880 the Crown made so-called "takoha" payments to Ngaati Ruanui individuals in relation to large areas of land within the confiscation area in South Taranaki. Takoha was payment in cash to those Maori who, in the agents' opinions, had an interest in the land prior to confiscation, or could most influence in the delivery of quiet possession.
- 3.38 The confiscation of these lands was still in effect at the time the transactions were made. The West Coast Commission described the "takoha" payments as "pure waste" in that they were dispensed in an erratic and arbitrary manner by the Crown agents and had no effect whatsoever on the title status of the lands concerned.
- 3.39 Takoha payments were effected without accompanying deeds, surveys, or sketch plans for the blocks concerned.
- 3.40 The West Coast Commission also concluded that a large portion of the "takoha" money paid by the Crown to Crown agents never reached Maori.
- 3.41 The Waitangi Tribunal described the "takoha" payments as "thoroughly bad and meaningless in law". It rejected the idea that "takoha" lands were in any sense

### 3. PROPOSED APOLOGY

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returned to their owners, and so could be taken to have reduced the amount of land effectively confiscated.

#### WEST COAST COMMISSIONS

- 3.42 The first West Coast Commission was appointed in January 1880 to inquire into promises by the Crown to Maori in Taranaki concerning confiscated lands. The scope of the first West Coast Commission enquiry and consequent remedial actions were limited by the empowering legislation.
- 3.43 The first Commission had a narrow focus on the Compensation Court awards and specific Crown promises, and did not constitute an inquiry into the fairness of the confiscations and compensation process. One effect of this was to minimise the amount of land considered eligible for return to Maori and maximise the amount left for disposal to European settlers. In any event, at the time of the hearing of the first Commission, the North and South of Taranaki had already been substantially settled by European settlers. This meant that land was not available for adequate reserves.
- 3.44 The first Commission concluded that many promises had not been kept by the Crown. Among other things, it attributed all of the problems in South and Central Taranaki to the Crown's failure to establish reserves, noting that the Maori people involved "have never known what land they might call their own".
- 3.45 The second Commission was appointed in December 1880 to implement the recommendations of the first. Although more than 200,000 acres of land were returned by the second Commission in Taranaki, only approximately one fifth was in South Taranaki, which included the rohe of Ngaati Ruanui and other iwi. Most of Ngaati Ruanui's productive coastal land was retained by the Crown, and they were left with insufficient agricultural land for their existence and future development.
- 3.46 Virtually all of the land that was returned was returned under individualised title, overriding the customary forms of land tenure, and providing no protection against future alienation. The second Commission was empowered to determine the owners and their shareholdings as well as make grants of land. It thus fulfilled the role of the Native Land Court, but without using the Court's hearing procedures, and no appeal process was available to claimants.
- 3.47 The second Commission recommended a system of management which placed the reserves under the control of the Public Trustee. A substantial portion of the land was subsequently leased to settlers subject to perpetually renewable leases. This imposed system denied Ngaati Ruanui control over their lands and of the income from their lands.

### 3. PROPOSED APOLOGY

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#### **SIM COMMISSION**

- 3.48 The Sim Commission of 1926-27 was set up to investigate confiscations under the New Zealand Settlements Act 1863 and subsequent legislation, but its terms of reference were limited. When considering the fairness of the confiscations, the Commission was not permitted to consider a claim that Maori "who denied the Sovereignty of Her Majesty and repudiate Her authority could claim the benefit of the provisions of the Treaty of Waitangi", nor whether the New Zealand Parliament had the power to pass the confiscation laws.
- 3.49 The Commission had limited time and resources for its purpose and was unable to fully investigate several key issues. All of the evidence relating to land acreage was provided by the Crown.
- 3.50 Its recommendations for an annuity of £5,000 for all the Taranaki confiscations and a single payment of £300 for the loss of property at Parihaka were not discussed with the iwi concerned and were never accepted as adequate. The timing of the payment of the annuity was uncertain, and the sums due in the early 1930s were not fully paid.
- 3.51 The Taranaki Maori Claims Settlement Act 1944 states that the sums are a full settlement of claims relating to the confiscations and Parihaka. There is no evidence that Ngaati Ruanui or other iwi of Taranaki agreed to this. Neither these nor the previous annuities were inflation indexed and this subsequently became an issue.

#### **REMAINING LANDS**

- 3.52 The reserves made by the West Coast Commission did not revert to Maori to do with as they pleased. Rather, they were vested in the Public Trustee to be administered under the West Coast Settlement Reserves Act 1881. The Public Trustee had full power to sell the alienable reserves and lease the inalienable ones under terms imposed by statute.
- 3.53 Much of the land under the Public Trustee's administration was leased without the consent of the owners.
- 3.54 The West Coast Settlement Reserves Act 1892 vested all West Coast Reserves in the Public Trustee in trust for the Maori owners with Maori thereby losing their legal ownership. The Act provided for perpetually renewable leases with rent based on the unimproved value of the land. Leases previously granted by the Public Trustee which conflicted with the terms of the Crown grants were validated, as were earlier reductions in rent. Maori Reserve land owners were effectively excluded from taking up perpetual leases from the Public Trustee under that Act. Although an 1893 amendment provided for perpetual leasing by Maori, 1912 statistics indicated that, at that time, no perpetual leases had been granted to Maori.

### 3. PROPOSED APOLOGY

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- 3.55 The operation of the Maori reserved land perpetual lease regime was criticised in a number of inquiries from 1890 onwards. The 1912 Commission for example, found that two facts stood out in respect of the legislation: "The first is that every legislative measure has been in favour of the lessees and the second, that on no occasion has the Native owner been consulted in reference to any fresh legislation".
- 3.56 In 1935, following a Supreme Court decision in favour of the Maori owners, the definition of improvements was amended leading to a reduction in the rents Maori would otherwise have received and nullifying the effect of the Court decision. The Maori Reserved Land Act 1955 continued the system of perpetual leases, empowering the Maori Trustee to convert any outstanding fixed term leases to leases in perpetuity and to purchase land for on sale to lessees.
- 3.57 Titles were amalgamated in 1963. Owners no longer had a specific interest in their customary land but an interest in reserves throughout Taranaki. A 1967 amendment to the Maori Reserved Land Act 1955 provided for the Maori Trustee to sell lands to lessees provided a proportion of the aggregated owners agreed. The consent of former owners in the block to the sale was not required.
- 3.58 By 1974 63.5% of reserved land originally vested in the Public Trustee had been sold and a further 26% was under perpetual lease. A portion of the original settlement reserves had also been taken for Public Works.
- 3.59 The Paraninihi ki Waitotara Incorporation, in which all owners were shareholders, was formed in 1976 to administer perpetually leased lands transferred from the Maori Trustee.
- 3.60 Today less than 5% of the reserved land in Taranaki is owned by Maori people as Maori freehold land. Succession fragments interests, so that over time the returns to individuals have generally diminished. In some cases, due to a lack of a successor, individual interests were extinguished and the benefits attaching to those interests have vested in the Maori Trustee.

#### **TE MURU ME TE RAUPATU, MURU ANOO**

- 3.61 The taking of Ngaati Ruanui lands by force and legislation is known by Ngaati Ruanui as Muru me Te Raupatu. Ngaati Ruanui considers that their interests have been detrimentally affected by a succession of pieces of legislation (muru) that, amongst others, have included the New Zealand Settlements Act 1863, the Native Lands Act 1862, the Suppression of Rebellion Act 1863, the Maori Prisoners' Trials Act 1880, the West Coast Settlement Reserves Act 1863 and the Maori Reserved Land Act 1955. Ngaati Ruanui know the cumulative effect of this and other relevant legislation as "Muru, Raupatu, Muru anoo".

### 3. PROPOSED APOLOGY

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#### **PARIHAKA**

- 3.62 The Crown has already acknowledged that events relating to the implementation of the confiscation leading to the invasion of Parihaka in 1881, the invasion itself, and its aftermath, constituted a breach of the principles of the Treaty of Waitangi.
- 3.63 The Crown will also acknowledge the significance of Parihaka to the iwi that were involved, and will apologise for the effects of its actions on those iwi. The Crown and Ngaati Ruanui will develop agreed text which will reflect the particular circumstances of Ngaati Ruanui.

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## 4. PROPOSED CULTURAL REDRESS

### PROMOTION OF A GOOD WORKING RELATIONSHIP BETWEEN THE CROWN AND NGAATI RUANUI IN RELATION TO CULTURAL MATTERS

#### DEPARTMENT OF CONSERVATION PROTOCOL

- 4.1 The Crown proposes that, in order to foster a good working relationship between Ngaati Ruanui and the Department of Conservation (the "**Department**"), the Deed of Settlement will provide for, and the Settlement Legislation will enable, the Minister of Conservation to issue on the Settlement Date a protocol to Ngaati Ruanui (the "**Department of Conservation Protocol**");
- 4.1.1 relating to the matters that **clause 4.2** requires be included in that Protocol (the "**Department of Conservation Protocol Subjects**");
- 4.1.2 that sets out how the Department will interact with Ngaati Ruanui in relation to the Department of Conservation Protocol Subjects, in a way that will enable Ngaati Ruanui to provide input into the processes undertaken by the Department;
- 4.1.3 that (together with a summary of the Protocol's terms of issue) must be noted (for the purpose of public notice only) in conservation management strategies, conservation management plans and national park management plans affecting the rohe of Ngaati Ruanui; and
- 4.1.4 that is in accordance with **Part 1** of the **Cultural Redress Schedule**.
- 4.2 The Department of Conservation Protocol will specify how the Department of Conservation will interact with Ngaati Ruanui in relation to the following matters within the rohe of Ngaati Ruanui:

#### ***Species management***

- 4.2.1 the management by the Department of any of the species (the "**Taonga Species**") described in **Part 10** of the **Cultural Redress Schedule**;

#### ***Pest control***

- 4.2.2 consultation with Ngaati Ruanui on animal pest control by the Department;

#### 4. PROPOSED CULTURAL REDRESS

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- 4.2.3 the assessment of that pest control, and the review of animal pest control programmes undertaken by the Department;

##### ***Marine mammals***

- 4.2.4 the management of marine mammals that have been stranded on the Coastal Marine Area within the rohe of Ngaati Ruanui;

##### ***Freshwater fisheries***

- 4.2.5 the performance of the Department's functions in relation to freshwater fisheries and, in particular, in relation to the conservation and management of customary freshwater fisheries and freshwater fish habitats;

##### ***Cultural materials***

- 4.2.6 access to, or the use of, cultural materials which:
- (a) are derived from plants, plant materials, animals, marine mammals or birds for which the Department is responsible in the rohe of Ngaati Ruanui; and
  - (b) are of importance to Ngaati Ruanui in maintaining its culture;
- 4.2.7 the provision by the Department of assistance to Ngaati Ruanui:
- (a) to obtain plant stock for propagation; and
  - (b) that will assist in developing an ongoing relationship with departmental field centre staff for advice on the management and propagation of that plant stock;

##### ***Historic resources***

- 4.2.8 the management of historic resources (including wahi tapu and wahi taonga of, and places of historic significance to, Ngaati Ruanui) if, and to the extent that, the Department is responsible for those historic resources;

##### ***Resource Management Act 1991***

- 4.2.9 the Department:



#### 4. PROPOSED CULTURAL REDRESS

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- (a) exchanging information with Ngaati Ruanui;
- (b) working with Ngaati Ruanui to identify their priorities and issues of mutual concern; and
- (c) having regard to those priorities and issues of mutual concern in making decisions; -

in relation to the Department's advocacy under the Resource Management Act 1991;

##### *Visitor and public information*

- 4.2.10 the provision of information and facilities for visitors on the land the Department manages within the rohe of Ngaati Ruanui in a way that recognises the importance to Ngaati Ruanui of the cultural, spiritual, traditional and historic values of Ngaati Ruanui; and

##### *Stratford Area Office's business plan*

- 4.2.11 the annual business plan and proposed policy development of the Department's Stratford Area Office and, in particular, when the priorities for work by that Office are being determined for the next year.

#### MINISTRY OF FISHERIES PROTOCOL

- 4.3 The Crown proposes that, in order to foster a good working relationship between Ngaati Ruanui and the Ministry of Fisheries (the "**Ministry**"), the Deed of Settlement will provide for, and the Settlement Legislation will enable, the Minister for Food, Fibre, Biosecurity and Border Control to issue on the Settlement Date a protocol to Ngaati Ruanui (the "**Ministry of Fisheries Protocol**");
  - 4.3.1 relating to the various matters that **clause 4.4** requires be included in that Protocol (the "**Ministry of Fisheries Protocol Subjects**");
  - 4.3.2 that sets out how the Ministry of Fisheries will interact with Ngaati Ruanui in relation to the Ministry of Fisheries Protocol Subjects in a way that will enable Ngaati Ruanui to provide input into the processes of the Ministry; and
  - 4.3.3 that is in accordance with **Part 1** of the **Cultural Redress Schedule**.



- 4.4 The Ministry of Fisheries Protocol will specify how the Ministry of Fisheries will interact with Ngaati Ruanui in relation to the following matters within the rohe of Ngaati Ruanui:

***Species of fish, aquatic life or seaweed***

- 4.4.1 recognition of the customary interests of Ngaati Ruanui in, and its special relationship with, all species of fish, aquatic life or seaweed found within the rohe of Ngaati Ruanui and managed by the Ministry of Fisheries under the Fisheries Act 1996;

***Taonga Fish Species (Ministry of Fisheries)***

- 4.4.2 recognition of the particular customary interest of Ngaati Ruanui in the species (the "**Taonga Fish Species (Ministry of Fisheries)**") specified in **Table B of Part 11 of the Cultural Redress Schedule**;

***Tuna (eel)***

- 4.4.3 recognition of:
- (a) the particular importance of the tuna (eel) fishery to Ngaati Ruanui; and
  - (b) the interests of Ngaati Ruanui in:
    - (i) enhancing the tuna (eel) fishery; and
    - (ii) investigating the possibility of farming tuna (eel);

***Paua and kina fishery***

- 4.4.4 recognition of the particular customary interest of Ngaati Ruanui in the paua fishery and the kina fishery;

***Prohibition of commercial harvest***

- 4.4.5 the prohibition of certain species from commercial harvest within the rohe of Ngaati Ruanui unless specially authorised; and

***Additional interaction with the Ministry***

- 4.4.6 the performance of the functions of the Ministry of Fisheries in relation to the rohe of Ngaati Ruanui, including provision for:

#### 4. PROPOSED CULTURAL REDRESS

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- (a) Ngaati Ruanui to have input into, and participate in:
  - (i) the setting of sustainability measures for fisheries;
  - (ii) the development of regulations affecting fisheries;
  - (iii) the development of plans affecting fisheries; and
  - (iv) research planning processes of the Ministry of Fisheries;
- (b) information and assistance to be supplied to Ngaati Ruanui to assist in the management of the customary fisheries of Ngaati Ruanui and the implementation of customary fishing regulations;
- (c) Ngaati Ruanui to be consulted on:
  - (i) the required services of the Ministry; and
  - (ii) the cost of recovery of fisheries services;
- (d) Ngaati Ruanui to have the opportunity for input into the process if the Ministry of Fisheries is considering contracting services that relate to the customary fisheries of Ngaati Ruanui; and
- (e) input and participation by Ngaati Ruanui in certain aspects of the employment process if a particular vacancy directly affects the customary fisheries of Ngaati Ruanui.

#### MINISTRY OF COMMERCE PROTOCOL

4.5 The Crown proposes that the Deed of Settlement will provide for, and Settlement Legislation will enable, the Minister of Energy to issue on the Settlement Date a protocol to Ngaati Ruanui (the "**Ministry of Commerce Protocol**") in relation to consultation with Ngaati Ruanui concerning the Crown's administration of petroleum resources in the rohe of Ngaati Ruanui. That Protocol will be consistent with legislation, policy and practice with respect to petroleum and will cover consultation over the following matters in relation to the rohe of Ngaati Ruanui:

- 4.5.1 the preparation by the Minister of Energy of new minerals programmes in respect of petroleum in accordance with the Crown Minerals Act 1991;
- 4.5.2 the planning by the Ministry of Commerce in respect of any petroleum exploration permit block offer (being a method of allocating available

#### 4. PROPOSED CULTURAL REDRESS

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acreage for petroleum exploration by public tender under section 24 of the Crown Minerals Act 1991);

- 4.5.3 applications for petroleum exploration permits allocated under the Crown Minerals Act 1991 ("**Petroleum Exploration Permits**") except where consultation has already taken place under **clause 4.5.2**; and
  - 4.5.4 applications for amendments to Petroleum Exploration Permits to extend the land or minerals to which the Permits relate.
- 4.6 The Ministry of Commerce Protocol will:
- 4.6.1 recognise the Crown's obligations under the Crown Minerals Act 1991 (as provided for in the minerals programme for petroleum) to consult with parties whose interests may be affected by petroleum exploration;
  - 4.6.2 confirm that, if petroleum exploration in the rohe of Ngaati Ruanui may affect the interests of Ngaati Ruanui, the Ministry of Commerce will consult with Ngaati Ruanui;
  - 4.6.3 not restrict the ability of the Ministry of Commerce to consult with other entities in addition to Ngaati Ruanui under the Crown Minerals Act 1991 (as provided for in the minerals programme for petroleum); and
  - 4.6.4 be in accordance with **Part 1** of the **Cultural Redress Schedule**.

#### ANTIQUITIES PROTOCOL

- 4.7 The Crown proposes that the Deed of Settlement will provide for, and the Settlement Legislation will enable, the Crown through the appropriate Minister to issue a protocol to Ngaati Ruanui that:
- 4.7.1 concerns antiquities in the rohe of Ngaati Ruanui that are newly found taonga (as that term is defined under the Antiquities Act 1975); and
  - 4.7.2 is in accordance with **Part 1** of the **Cultural Redress Schedule**.

#### MONITORING BY MINISTRY FOR THE ENVIRONMENT

- 4.8 The Crown proposes that the Crown will agree in the Deed of Settlement to:
- 4.8.1 provide an opportunity for Ngaati Ruanui to express its views to the Ministry for the Environment on how the Treaty of Waitangi provisions, and other relevant provisions, of the Resource Management Act 1991 are being addressed in the rohe of Ngaati Ruanui; and

#### 4. PROPOSED CULTURAL REDRESS

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4.8.2 the Ministry for the Environment monitoring (in accordance with the functions of that Ministry under section 24 of the Resource Management Act 1991) the performance of local government in implementing the Treaty of Waitangi provisions, and other relevant provisions, of the Resource Management Act 1991 in the rohe of Ngaati Ruanui.

#### CULTURAL REDRESS RELATING TO SPECIFIC SITES

##### LAND TO BE VESTED IN NGAATI RUANUI

4.9 The Crown proposes that the Deed of Settlement and Settlement Legislation will provide for:

##### *Rehu Village Conservation Area*

4.9.1 the revocation of the conservation area status of the Rehu Village Conservation Area described in **Part 6** of the **Cultural Redress Schedule**;

4.9.2 the vesting in Ngaati Ruanui, without charge to Ngaati Ruanui, of the fee simple estate in the Rehu Village Conservation Area, for the purposes of Ngaa Ukaipo and so that the land may be restored to its natural state;

4.9.3 if Ngati Ruanui does not otherwise have access to the Rehu Village Conservation Area, Ngaati Ruanui to have in its favour, from the date of vesting of the fee simple estate in that Conservation Area, an easement over either:

(a) any Crown property adjacent to the lake surrounding that Conservation Area; or

(b) any Crown Property that is adjacent to that Conservation Area; -

if there is such a Crown Property;

##### *Waingongoro River/Te Rauna*

4.9.4 the identification of an agreed area of up to 1 hectare of that part of the land next to the Waingongoro River described in **Part 6** of the **Cultural Redress Schedule**;

4.9.5 the vesting in Ngaati Ruanui, without charge to Ngaati Ruanui, of the fee simple estate in that agreed area, for the purposes of Ngaa Ukaipo;

#### 4. PROPOSED CULTURAL REDRESS

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- 4.9.6 the identification of the pa site in that part of Te Rauna described in **Part 6** of the **Cultural Redress Schedule** (up to a maximum agreed area of 2 hectares);
- 4.9.7 the vesting in Ngaati Ruanui, without charge to Ngaati Ruanui, of the fee simple estate in that agreed area;
- 4.9.8 the vestings in Ngaati Ruanui of the fee simple estate in:
- (a) that part of the land next to the Waingongoro River referred to in **clause 4.9.4**; and
  - (b) that part of Te Rauna referred to in **clause 4.9.6**;-

to be both subject to Ngaati Ruanui purchasing on the Settlement Date, as part of the Commercial Redress, the remainder of the site at Austin Road, Hawera, of which these sites form part. The two sites will not be surveyed out;

#### ***Otoki Gorge Scenic Reserve***

- 4.9.9 the identification of the Pukemoko pa site in Otoki Gorge Scenic Reserve described in **Part 6** of the **Cultural Redress Schedule** (up to a maximum agreed area of 2 hectares);
- 4.9.10 the revocation of the scenic reserve status of that agreed area;
- 4.9.11 the vesting in Ngaati Ruanui, without charge to Ngaati Ruanui, of the fee simple estate in that agreed area (subject to survey);
- 4.9.12 Ngaati Ruanui to have in its favour, from the date of vesting of the fee simple in that agreed area, an easement over the land adjacent to the Pukemoko pa site if Ngaati Ruanui does not otherwise have legal access to that pa site;

#### ***Omoana Quarry Reserve***

- 4.9.13 the revocation of the reserve status of the Omoana Quarry Reserve described in **Part 6** of the **Cultural Redress Schedule**; and
- 4.9.14 the vesting in Ngaati Ruanui, without charge to Ngaati Ruanui, of the fee simple estate in the Omoana Quarry Reserve for the purposes of Ngaa Ukaipo.

#### 4. PROPOSED CULTURAL REDRESS

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##### RESERVES TO BE VESTED IN NGAATI RUANUI AS AN ADMINISTERING BODY

- 4.10 The Crown proposes that the Deed of Settlement and Settlement Legislation will provide for:
- 4.10.1 Ngaati Ruanui to be an "administering body" for the purposes of the Reserves Act 1977;
  - 4.10.2 the changing of the status of the Kaikura Conservation Area described in **Part 7** of the **Cultural Redress Schedule** to a reserve, with the reserve status and name specified by Ngaati Ruanui;
  - 4.10.3 the vesting in Ngaati Ruanui, without charge to Ngaati Ruanui, of that Kaikura Conservation Area on the Settlement Date with its status changed to a reserve;
  - 4.10.4 the vesting in Ngaati Ruanui, without charge to Ngaati Ruanui, on the Settlement Date (with a name specified by Ngaati Ruanui) as a scenic reserve, of the Makino Scenic Reserve described in **Part 7** of the **Cultural Redress Schedule** (as if vested under section 26 of the Reserves Act 1977); and
  - 4.10.5 technical assistance (as agreed between the Department of Conservation and Ngaati Ruanui) to be provided to Ngaati Ruanui in administering the sites referred to in **Part 7** of the **Cultural Redress Schedule** by the Department under section 39 of the Reserves Act 1977.

##### TURUTURU MOKAI HISTORIC RESERVE

- 4.11 The Crown proposes that (if before the Deed Date the South Taranaki District Council agrees in writing to the transfer to Ngaati Ruanui of the fee simple estate in the Turuturu Mokai Historic Reserve described in **Part 6** of the **Cultural Redress Schedule**) the Deed of Settlement and Settlement Legislation will provide for:
- 4.11.1 the revocation of the reserve status of the Turuturu Mokai Historic Reserve; and
  - 4.11.2 the vesting in Ngaati Ruanui (or a hapu of Ngaati Ruanui specified in writing by Ngaati Ruanui), without charge to Ngaati Ruanui (or that hapu), of the fee simple in that estate subject to the protection of:
    - (a) public access to, and use of, that reserve; and
    - (b) the natural values of, and cairn at, that site.

**WHAKAAHURANGI MARAE LAND**

4.12 The Crown proposes that (if before the Deed Date the Stratford District Council agrees in writing to the transfer to Ngaati Ruanui of the fee simple estate in the Whakaahurangi marae land described in **Part 6** of the **Cultural Redress Schedule**) the Deed of Settlement and Settlement Legislation will provide for:

4.12.1 the revocation of the reserve status of the Whakaahurangi marae land;  
and

4.12.2 the vesting in Ngaati Ruanui, without charge to Ngaati Ruanui, of the fee simple in that estate.

**LAKE KAIKURA**

4.13 The Crown proposes that the Deed of Settlement and Settlement Legislation will provide:

4.13.1 for the vesting in Ngaati Ruanui, without charge to Ngaati Ruanui, of the fee simple estate in that part of the bed of Lake Kaikura adjoining the Kaikura Conservation Area described in **Part 7** of the **Cultural Redress Schedule** and vested in the Crown;

4.13.2 that the vesting in Ngaati Ruanui of the fee simple estate in that part of the bed of Lake Kaikura:

(a) will not, of itself, confer any rights, or impose any obligations, on Ngaati Ruanui, in respect of ownership, management or control of:

(i) the waters of Lake Kaikura; or

(ii) the aquatic life of Lake Kaikura;

(b) is subject to any existing lawful rights of public access to the bed of Lake Kaikura so long as, and to the extent that, such rights otherwise remain lawful; and

(c) is subject to any commercial use affecting the bed of Lake Kaikura, or rights of ownership and occupation of structures attached to the bed of the lake so long as, and to the extent that, those rights otherwise remain lawful; and

4.13.3 for the granting by the Crown of an easement in favour of Ngaati Ruanui (as the registered proprietor of part of the bed of Lake Kaikura) over the part of the Kaikura Conservation Area adjacent to the bed of Lake Kaikura if Ngaati Ruanui does not otherwise have legal access to that part of the bed of Lake Kaikura.

**NGAA UKAIPO ENTITLEMENTS FOR NGAATI RUANUI**

4.14 The Crown proposes that the Deed of Settlement and Settlement Legislation will provide:

4.14.1 for the granting by the Crown to Ngaati Ruanui of renewable entitlements for the use of land of approximately 1 hectare and suitable for temporary occupation ("**Nгаа Ukaipo Entitlements**") in relation to each of the following areas:

- (a) Waitotara Conservation Area;
- (b) Kapara Conservation Area;
- (c) Tarere Conservation Area; and
- (d) Rimunui Conservation Area;-

described in **Part 8** of the **Cultural Redress Schedule**;

4.14.2 for Nгаа Ukaipo Entitlements to be:

- (a) for renewable terms of 10 years;
- (b) created only for the purpose of permitting members of the Ngaati Ruanui whanui to occupy temporarily land close to a waterway on a non-commercial basis:
  - (i) for lawful fishing and gathering of natural resources from nearby waterways; and
  - (ii) for up to 210 days in any calendar year (except for the period from 1 May to 15 August in any calendar year);-

to the exclusion of other persons (except for agents of the Crown, and persons permitted by legislation, who are undertaking their normal functions in relation to the land); and

4.14.3 that Nгаа Ukaipo Entitlements are in accordance with the applicable requirements set out in **Part 5** of the **Cultural Redress Schedule**.

4.15 The granting of each Nгаа Ukaipo Entitlement is subject to a site inspection by the Crown and Ngaati Ruanui to identify, and agree upon, a suitable 1 hectare site.



**DECLARATION OF AREAS AS NGA TAKI POIPOIIA O NGAATI RUANUI**

- 4.16 The Crown proposes that the Deed of Settlement and Settlement Legislation will:
- 4.16.1 provide for each of the following areas, which are special areas to Ngaati Ruanui, to be declared as Nga Taki Poipoia o Ngaati Ruanui:
- (a) Te tahi ko, Wai-Ariki (part of the Waitotara Conservation Area); and
  - (b) Te tahi ko, Tahekeroa (part of the Tarere Conservation Area);
- 4.16.2 describe the values specified by Ngaati Ruanui, and acknowledged by the Crown, as the values of each Nga Taki Poipoia o Ngaati Ruanui (the "**Ngaati Ruanui Values**");
- 4.16.3 enable Ngaati Ruanui and the Minister of Conservation to agree upon, and publicise, specific principles (the "**Protection Principles**") the purpose of which is to facilitate the Minister of Conservation avoiding harm to, or diminishing, the Ngaati Ruanui Values in an area in which a Nga Taki Poipoia o Ngaati Ruanui is located;
- 4.16.4 require the New Zealand Conservation Authority, or any conservation board, in considering general policy, a conservation management strategy or a national park management plan in respect of a Nga Taki Poipoia o Ngaati Ruanui to:
- (a) have particular regard to:
    - (i) the Ngaati Ruanui Values in relation to that Nga Taki Poipoia o Ngaati Ruanui ; and
    - (ii) any relevant Protection Principles; and
  - (b) consult with Ngaati Ruanui, and have particular regard to its views, as to the effect of that policy, strategy or plan on the Ngaati Ruanui Values; and
- 4.16.5 provide that the declaration of each Nga Taki Poipoia o Ngaati Ruanui and the acknowledgement of the Ngaati Ruanui Values are in accordance with the requirements set out in **Part 2** of the **Cultural Redress Schedule**.
- 4.17 The declaration of a Nga Taki Poipoia o Ngaati Ruanui is subject to the Parties agreeing, as soon as practicable after the date of this Heads of Agreement, on the general area of the site (up to 10 hectares).

**STATUTORY ACKNOWLEDGEMENTS IN RELATION TO IDENTIFIED AREAS**

- 4.18 The Crown proposes that the Deed of Settlement and Settlement Legislation will:
- 4.18.1 make a statutory acknowledgement ("**Statutory Acknowledgement**") in respect of each of the areas (the "**Identified Areas**") described in **Part 9** of the **Cultural Redress Schedule**;
  - 4.18.2 include a statement by Ngaati Ruanui of the particular cultural, spiritual, historic and/or traditional association of Ngaati Ruanui with each of those Identified Areas;
  - 4.18.3 provide for an acknowledgement by the Crown of that statement of association by Ngaati Ruanui;
  - 4.18.4 enable regulations to be made that require the consent authorities that consider resource consents under the Resource Management Act 1991 to forward to Ngaati Ruanui summaries of applications for resource consents where those applications relate to activities within, adjacent to, or impacting directly on any or all of those Identified Areas;
  - 4.18.5 require the consent authorities and the Environment Court to have regard to the Statutory Acknowledgements in relation to the Identified Areas in deciding whether Ngaati Ruanui should be heard under sections 93, 94 or 274 of the Resource Management Act 1991 (without derogating from their obligations under Part II of that Act);
  - 4.18.6 require the Historic Places Trust and the Environment Court to have regard to the Statutory Acknowledgements in deciding whether Ngaati Ruanui is a person "directly affected" under sections 14 and 20(1) of the Historic Places Trust Act 1983;
  - 4.18.7 enable Ngaati Ruanui, or any member of the Ngaati Ruanui whanui, to cite the Statutory Acknowledgements as evidence (but not binding as a deemed fact) of the association of Ngaati Ruanui with the Identified Areas in submissions to proceedings before a consent authority, the Environment Court or the Historic Places Trust concerning activities within, adjacent to, or impacting directly upon any or all of the Identified Areas; and
  - 4.18.8 provide that Statutory Acknowledgements in relation to the Identified Areas are in accordance with the applicable requirements set out in **Part 3** of the **Cultural Redress Schedule**.

**DEEDS OF RECOGNITION IN RELATION TO IDENTIFIED AREAS**

- 4.19 The Crown proposes that the Deed of Settlement and Settlement Legislation will:

#### 4. PROPOSED CULTURAL REDRESS

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4.19.1 with respect to any Identified Area specified in **Table 2** of **Part 9** of the **Cultural Redress Schedule** as an Identified Area in relation to which a deed of recognition is to be given, enable the Crown to enter into a deed of recognition (a "**Deed of Recognition**") that will provide that Ngaati Ruanui must be consulted, and that regard must be had to its views, in respect of the association described in the Statutory Acknowledgement to which the Deed relates, concerning the management or administration of the Identified Area by the responsible Minister or the Commissioner of Crown Lands;

4.19.2 provide:

- (a) a recognition that the Crown may undertake only limited management or administrative functions in relation to an Identified Area in respect of which a Deed of Recognition is to be given; and
- (b) that entry into a Deed of Recognition does not require the Crown to:
  - (i) increase its management or administrative functions; or
  - (ii) resume any management or administrative function;

4.19.3 provide that, if there is a change of management or administration of an Identified Area, the Crown will take reasonable steps to facilitate the negotiation of a new or amended Deed of Recognition; and

4.19.4 provide that, if the land to which a Deed of Recognition applies is disposed of by the Crown, the Deed of Recognition will terminate.

#### **STATUTORY ACKNOWLEDGEMENTS AND DEEDS OF RECOGNITION IN RELATION TO RIVERS**

4.20 The Crown proposes that, if a Statutory Acknowledgement and/or a Deed of Recognition is to be given in relation to a river, that river does not include:

4.20.1 any part of the bed of the river that is not owned or controlled by the Crown;

4.20.2 any land which the waters of the river do not cover at its fullest flow without overlapping its banks;

4.20.3 any artificial watercourse; or

4.20.4 any tributary flowing into the river.

## CULTURAL REDRESS RELATING TO FISHERIES

### NGAATI RUANUI TO FORM ADVISORY COMMITTEE TO MINISTERS

4.21 The Crown proposes that the Deed of Settlement will provide that the Minister of Conservation will:

4.21.1 appoint Ngaati Ruanui, as from the Settlement Date, as an advisory committee under section 56 of the Conservation Act 1987, to provide advice to the Minister of Conservation on all matters concerning the management and conservation by the Department of Conservation of those Taonga Fish Species described in **Table A of Part 11 of the Cultural Redress Schedule**, (the "**Taonga Fish Species (Department of Conservation)**") within the rohe of Ngaati Ruanui; and

4.21.2 consult with and have regard to the advice of the advisory committee referred to in **clause 4.21.1** on all matters concerning the management and conservation by the Department of Conservation of the Taonga Fish Species (Department of Conservation) within the rohe of Ngaati Ruanui (without limiting the Minister's obligations under section 4 of the Conservation Act 1987).

4.22 The Crown proposes that the Deed of Settlement will provide that the Minister for Food, Fibre, Biosecurity and Border Control will:

4.22.1 appoint Ngaati Ruanui, as from the Settlement Date, as an advisory committee under section 21 of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995, to provide advice to the Minister on all matters concerning the management and conservation of fisheries within the rohe of Ngaati Ruanui under the Fisheries Act 1983 and the Fisheries Act 1996; and

4.22.2 consider the advice of the advisory committee; and

4.22.3 recognise and provide for the interests of Ngaati Ruanui in respect of all matters concerning the management and conservation of fisheries within the rohe of Ngaati Ruanui.

### ACKNOWLEDGEMENT OF ASSOCIATION WITH TAONGA FISH SPECIES (DEPARTMENT OF CONSERVATION)

4.23 The Crown proposes that the Deed of Settlement and Settlement Legislation will provide an acknowledgement by the Crown:

4.23.1 of the cultural, spiritual, historic and/or traditional association of Ngaati Ruanui with the Taonga Fish Species (Department of Conservation); and

#### 4. PROPOSED CULTURAL REDRESS

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4.23.2 that is in accordance with the requirements of **Part 4** of the **Cultural Redress Schedule**.

#### ACKNOWLEDGEMENT OF CUSTOMARY INTEREST IN PAUA

4.24 The Crown proposes that the Deed of Settlement will provide for:

4.24.1 the Crown to acknowledge that:

- (a) Ngaati Ruanui have a customary interest in the paua fishery in the rohe of Ngaati Ruanui; and
- (b) the paua fishery in the Ngaati Ruanui rohe is not currently fished commercially due to the lack of paua that have attained the minimum legal size required for commercial harvest (125 mm); and

4.24.2 the Minister for Food, Fibre, Biosecurity and Border Control to consult with the advisory committee referred to in **clause 4.22.1** in relation to any proposal (a "**Commercial Proposal**") to the Minister affecting the paua fishery in the rohe of Ngaati Ruanui;

4.24.3 the Crown to confirm that the Minister will, in considering a Commercial Proposal, ensure that the customary non-commercial fishing interests of Ngaati Ruanui in paua, in the rohe of Ngaati Ruanui, are recognised and provided for in accordance with the provisions of:

- (a) section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; and
- (b) section 21 of the Fisheries Act 1996; and

4.24.4 paua to be defined as *haliotis iris*.

#### COMMERCIAL FISHING FOR WAIKOURA TO CEASE

4.25 The Crown proposes that the Deed of Settlement and Settlement Legislation will provide that waikoura/freshwater crayfish (*paranephrops planifrons*) is a totally prohibited target species for commercial purposes under Part B of regulation 14A(5) of the Fisheries (Central Area Commercial Fishing) Regulations 1986 (the "**Fisheries Regulations**").

**PROHIBITION ON THE TAKING OF CERTAIN SPECIES FOR COMMERCIAL PURPOSES UNLESS SPECIALLY AUTHORISED**

4.26 The Crown proposes that the Deed of Settlement will acknowledge that the taking of the following species as target species for commercial purposes is, or will be, as from the Settlement Date, prohibited within the rohe of Ngaati Ruanui, unless that taking is specially authorised:

4.26.1 blue mussel (kuku);

4.26.2 greenlipped mussel (kuku);

4.26.3 lamprey (piharau);

4.26.4 pipi;

4.26.5 mud snail (waikaka);

4.26.6 catseye (pupu); and

4.26.7 kina.

4.27 The Crown proposes that the Deed of Settlement will provide that, if it is demonstrated after the Settlement Date that there are sufficient quantities of any of the species referred to in **clauses 4.25** and **4.26** to provide for a commercial catch of that species, the Minister for Food, Fibre, Biosecurity and Border Control will:

4.27.1 consult with the advisory committee appointed by that Minister and referred to in **clause 4.22.1** in respect of any proposal to authorise the commercial taking of that species (a "**Commercial Catch Proposal**") in accordance with:

(a) section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; and

(b) sections 12 and 13(2) of the Fisheries Act 1996; and

4.27.2 in considering a Commercial Catch Proposal, ensure that the customary non-commercial fishing interests of Ngaati Ruanui in that species are recognised and provided for in accordance with:

(a) section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; and

#### 4. PROPOSED CULTURAL REDRESS

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(b) section 21 of the Fisheries Act 1996.

4.28 The provisions of the Deed of Settlement and Settlement Legislation referred to in **clauses 4.25** and **4.26** will not affect:

4.28.1 the issue of special permits under the Fisheries Act 1983 or the Fisheries Act 1996 to take waikoura/freshwater crayfish for aquacultural purposes; or

4.28.2 the taking of any species referred to in those clauses as an inevitable by-catch of lawful commercial fishing operations.

#### **RIGHT OF FIRST REFUSAL OVER SHELLFISH SPECIES**

4.29 The Crown proposes that the Deed of Settlement and Settlement Legislation will provide that if any of the shellfish species described in **Table C** of **Part 11** of the **Cultural Redress Schedule** (the "**RFR Shellfish Species**") are to be made subject to the quota management system under the Fisheries Act 1996, then the Crown will, subject to **clause 4.30**, grant Ngaati Ruanui a right of first refusal (the "**Shellfish RFR**") to purchase from the Crown (on terms and conditions (including price) determined by the Crown) the lesser of the following:

4.29.1 40% of the total allowable commercial catch for the RFR Shellfish Species in respect of any quota management area within the rohe of Ngaati Ruanui; or

4.29.2 the quantity of quota allocated to the Crown under section 49(3) of the Fisheries Act 1996 in respect of the RFR Shellfish Species in any quota management area within the rohe of Ngaati Ruanui.

4.30 The Crown proposes that the Deed of Settlement and Settlement Legislation will provide that:

4.30.1 if only part of a quota management area referred to in **clause 4.29** is within the rohe of Ngaati Ruanui, the proportion of the total allowable commercial catch for the purposes of the Shellfish RFR will be the lesser of the following:

(a) 40% of the total allowable commercial catch for the RFR Shellfish Species that relates to that part of the quota management area within the rohe of Ngaati Ruanui; and

(b) the quantity of quota allocated to the Crown under section 49(3) of the Fisheries Act 1996 in respect of the RFR Shellfish Species in that part of the quota management area within the rohe of Ngaati Ruanui;



#### 4. PROPOSED CULTURAL REDRESS

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4.30.2 the Shellfish RFR will not apply in respect of:

- (a) any provisional individual transferable quota allocated to the Crown under section 49 of the Fisheries Act 1996; or
- (b) any individual transferable quota acquired by any means by the Crown after the initial allocation of individual transferable quota;

4.30.3 the Shellfish RFR will not require the Crown to purchase any provisional catch history, or other catch rights, under section 37 of the Fisheries Act 1996, prior to the allocation of individual transferable quota; and

4.30.4 to the extent that, as a result of exercising the Shellfish RFR, Ngaati Ruanui holds a percentage of quota that exceeds any limit on holding quota under section 59 of the Fisheries Act 1996, Ngaati Ruanui will be deemed to have received, under section 60 of the Fisheries Act 1996, the consent of the relevant Minister to hold the percentage of quota in excess of that limit.

4.31 The Crown and Ngaati Ruanui will acknowledge in the Deed of Settlement that although the Shellfish RFR will be provided under the Deed of Settlement and Settlement Legislation:

4.31.1 the Crown will not be required to introduce any of the RFR Shellfish Species into the quota management system; and

4.31.2 any introduction of an RFR Shellfish Species into the quota management system may not result in any, or any significant, holdings by the Crown of quota for that RFR Shellfish Species.

#### COASTAL TENDERING

4.32 The Crown proposes that the Deed of Settlement and Settlement Legislation will provide that if the Minister of Conservation offers by public tender, in accordance with Part VII of the Resource Management Act 1991, authorisations for any part of the Coastal Marine Area within the rohe of Ngaati Ruanui, Ngaati Ruanui will have a preferential right to purchase such of those authorisations that meet the following criteria:

4.32.1 the area of the Coastal Marine Area to which those authorisations relate, together with the area for all other authorisations previously granted to Ngaati Ruanui, must not exceed 10% (in terms of area) of all authorisations granted or which will be granted in that tender round in respect of the Coastal Marine Area within the rohe of Ngaati Ruanui (except that this limitation may be exceeded to the extent that the size and shape of the particular portion of Coastal Marine Area for the



#### 4. PROPOSED CULTURAL REDRESS

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authorisations to which that tender relates make it impractical to comply with that limitation); and

4.32.2 the quality of the proportions of the Coastal Marine Area to which the authorisations relate must be of not less than fair average quality relative to the quality of those portions for all authorisations which are the subject of that tender.

4.33 The Crown proposes that the Deed of Settlement and Settlement Legislation will:

4.33.1 set out in detail the procedure in accordance with which the right of Ngaati Ruanui to purchase authorisations must be exercised;

4.33.2 in particular provide that:

(a) where Ngaati Ruanui has a preferential right to purchase authorisations, it will be deemed to have lodged a valid tender for those authorisations;

(b) if, in response to an offer by tender, the Minister of Conservation receives no tenders or considers that he or she would reject every tender received, the tender that Ngaati Ruanui is deemed to have lodged will be deemed to be the tender most preferred by the Minister; and

4.33.3 provide that nothing in the Settlement Legislation shall, except as expressly provided in that legislation, limit or affect the rights of Ngaati Ruanui to acquire authorisations or otherwise exercise any statutory right, power or privilege.

4.34 The Crown and Ngaati Ruanui will acknowledge in the Deed of Settlement that, despite any provision in the Deed of Settlement or Settlement Legislation in respect of coastal tendering, the Crown currently has no intention of utilising the coastal tendering mechanism in respect of the Coastal Marine Area within the rohe of Ngaati Ruanui.

#### PROHIBITION OF CERTAIN FISHING METHODS

4.35 The Crown proposes that the Deed of Settlement will provide for:

4.35.1 the Crown to ensure that the Ministry of Fisheries will:

(a) provide to Ngaati Ruanui prior written notice of the date of commencement of the first regular review of regulatory measures in relation to fisheries resources (the "**Regulatory Review**") after the Settlement Date;

#### 4. PROPOSED CULTURAL REDRESS

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- (b) provide to Ngaati Ruanui notice of the date by which proposals requesting regulatory change are to be submitted to the Ministry of Fisheries for inclusion in the Regulatory Review;
- (c) include in the consultation process (which forms part of the Regulatory Review) any written proposal from Ngaati Ruanui proposing that a prohibition on commercial fishermen using trawl nets and set nets (the "**Proposal**") be applied to that part of the rohe of Ngaati Ruanui specified in the Proposal; and
- (d) provide advice to the Minister for Food, Fibre, Biosecurity and Border Control (the "**Minister**") on the Proposal;

4.35.2 Ngaati Ruanui to provide the Proposal to the Ministry of Fisheries before the date specified for receipt of proposals for the Regulatory Review;

4.35.3 the Parties to acknowledge that the only obligation of the Minister is to consider the Proposal; and, in particular, there is no obligation or expectation that:

- (a) the Minister will agree with all or any part of that Proposal; or
- (b) the Fisheries Regulations or any other legislation will be amended in accordance with the Proposal; and

4.35.4 the Crown to ensure that the Minister will advise Ngaati Ruanui in writing of the outcome of his or her consideration of the Proposal.

#### TUNA (EEL)

4.36 The Crown proposes that the Deed of Settlement will provide for:

4.36.1 consultation by officials of the Ministry of Fisheries with Ngaati Ruanui concerning:

- (a) the maximum quantity of undersized tuna (eel) that is likely to be permitted to be taken under section 63 of the Fisheries Act 1983 (the "**Permitted Catch**") from each of not more than 3 sites within that part of the rohe of Ngaati Ruanui specified by Ngaati Ruanui to the Ministry of Fisheries in writing; and
- (b) the likely conditions of any Permitted Catch under section 63 of the Fisheries Act 1983 in relation to each of those specified sites, including the likely conditions in relation to the relocation of any of that Permitted Catch in:

#### 4. PROPOSED CULTURAL REDRESS

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- (i) waterways in the rohe of Ngaati Ruanui; and
- (ii) aquacultural farms;

4.36.2 the Ministry of Fisheries to consider, in accordance with the the relevant legislation and operational processes, any application from Ngaati Ruanui for a special permit to take undersized tuna (elvers or glass eels) from waterways within the rohe of Ngaati Ruanui as part of any enhancement or aquaculture project;

4.36.3 tuna (eel) to be defined as:

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

4.36.4 undersized tuna (eel) to be defined as tuna (eel) with a weight of less than 220g.

**CULTURAL REDRESS RELATING TO OTHER FLORA AND FAUNA**

- 4.37 The Crown proposes that the Deed of Settlement and the Settlement Legislation will provide:
- 4.37.1 an acknowledgement by the Crown of the cultural, spiritual, historic and/or traditional association of Ngaati Ruanui with the Taonga Species found within the rohe of Ngaati Ruanui;
  - 4.37.2 for the obligations upon the Crown arising out of that acknowledgement to be included in the Department of Conservation Protocol referred to in **clause 4.1**; and
  - 4.37.3 an acknowledgement by the Crown that is in accordance with the requirements of **Part 4** of the **Cultural Redress Schedule**.

**OTHER CULTURAL REDRESS**

**PROMOTION OF RELATIONSHIPS BETWEEN NGAATI RUANUI AND OTHER LOCAL ORGANISATIONS**

- 4.38 The Crown proposes that the Deed of Settlement will require that, as soon as practicable after the Settlement Date:

***Regional and district councils***

4.38.1 the Minister in Charge of Treaty of Waitangi Negotiations and the Minister for the Environment write to the Taranaki Regional Council, the Stratford District Council and the South Taranaki District Council encouraging each council to enter into a protocol (or a similar document) in relation to the interaction between the council and Ngaati Ruanui concerning the performance of the council's functions and obligations, and the exercise of its powers, within the rohe of Ngaati Ruanui including interaction in relation to:

- (a) the development of regional policy statements, regional plans and district plans by the relevant council;
- (b) the processes for considering applications for resource consents under the Resource Management Act 1991 by the relevant council;
- (c) the management by the relevant council of sites of significance to Ngaati Ruanui;
- (d) the processes in relation to the naming of streets and/or areas that the relevant council has jurisdiction to undertake; and
- (e) in the case of the Stratford and South Taranaki District Councils, the disposal of property;

***Taranaki/ Wanganui Conservation Board***

4.38.2 the Minister of Conservation write to the Taranaki/Wanganui Conservation Board encouraging that Board to enter into a protocol (or a similar document) concerning information exchange between the Board and Ngaati Ruanui; and

*Taranaki Fish and Game Council*

- 4.38.3 the Minister of Conservation write to the Taranaki Fish and Game Council encouraging the Council to enter into a protocol (or a similar document) with Ngaati Ruanui on matters of common interest (such as habitat management).

**PLACE NAMES**

- 4.39 The Deed of Settlement and Settlement Legislation will provide for the appropriate amendment or allocation of the place names provided in **Part 12** of the **Cultural Redress Schedule**.
- 4.40 The Deed of Settlement will include provision for the progressive amending of the place names on official signs and publications as those signs and publications become due in the ordinary course for replacement and reprinting.

**NEW ZEALAND GEOGRAPHIC BOARD**

- 4.41 The Crown proposes that the Deed of Settlement and the Settlement Legislation will provide (unless earlier legislation has already provided for the following) that:
- 4.41.1 the Crown will appoint the Chief Executive Officer of Te Puni Kokiri (the "**Chief Executive**") as a member of the New Zealand Geographic Board ("**NZGB**") from the Settlement Date;
- 4.41.2 the Chief Executive will be responsible for seeking the advice of Ngaati Ruanui about place name proposals which affect places within the rohe of Ngaati Ruanui prior to the initial consideration of those proposals by the NZGB;
- 4.41.3 the Secretary of the NZGB will give Ngaati Ruanui at least 4 weeks prior written notice of the advertising of an intention to assign a place name to a place within the rohe of Ngaati Ruanui;
- 4.41.4 Ngaati Ruanui may comment further on, and object to, any notice of intention to assign a place name to a place within the rohe of Ngaati Ruanui during the period of 3 months after the public notice is given by the NZGB; and
- 4.41.5 at all stages the NZGB will give full consideration to any advice or objections received from Ngaati Ruanui.

**OTHER MATTERS CONCERNING PROPOSED CULTURAL REDRESS**

**REGIONAL IWI BODY**

4.42 The Crown:

4.42.1 acknowledges that Ngaati Ruanui wish, with the agreement of the other iwi of Taranaki, to form a joint body to represent the iwi of Taranaki on resource management issues in Taranaki; and

4.42.2 supports, in principle, the concept of the iwi of Taranaki forming such a joint body.

**BODY TO RECEIVE CULTURAL REDRESS**

4.43 The Crown proposes that, unless expressly agreed otherwise by the Parties, all of the cultural redress under this **Part 4: Proposed Cultural Redress** will be provided to the Ngaati Ruanui Governance Entity referred to in **clause 7.1.5**.

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## 5. PROPOSED FINANCIAL AND COMMERCIAL REDRESS

### FINANCIAL REDRESS

- 5.1 The Crown proposes to pay \$41 million (the "**Financial Redress**") to Ngaati Ruanui on the Settlement Date.
- 5.2 The Crown will on the Settlement Date deduct from the Financial Redress the following amounts:
- 5.2.1 any amount or amounts advanced by the Crown to Ngaati Ruanui, or the Mandated Representatives of Ngaati Ruanui, as a part payment of the Financial Redress; and
- 5.2.2 any amount payable by Ngaati Ruanui on the Settlement Date to purchase Land Bank or Leaseback Properties under **clause 5.6**.

### LAND BANK PROPERTIES

- 5.3 The Crown is proposing to transfer on the Settlement Date title to any or all of the properties specified in **Part 1** of the **Commercial Redress Schedule** (the "**Land Bank Properties**") that the Mandated Representatives of Ngaati Ruanui notify the Crown in writing:
- 5.3.1 as soon as reasonably practicable after this Heads of Agreement is signed, that they wish to be valued in accordance with **Part 3** of the **Commercial Redress Schedule**; and
- 5.3.2 once valued, that they wish the Crown to transfer to Ngaati Ruanui on the Settlement Date.

### POTENTIAL LEASEBACK PROPERTIES

- 5.4 The Crown will discuss with the Mandated Representatives of Ngaati Ruanui in good faith, as soon as reasonably practicable after this Heads of Agreement is signed:
- 5.4.1 transferring title to Ngaati Ruanui on the Settlement Date;
- 5.4.2 the leasing back from Ngaati Ruanui from the Settlement Date ; and
- 5.4.3 the terms and conditions of any leases (which in the case of leases of education land will be ground leases only); -



of some or all of the properties specified in **Part 2** of the **Commercial Redress Schedule** (the "**Leaseback Properties**").

5.5 If the Parties agree on the Leaseback Properties and the terms and conditions of the leases, the Mandated Representatives of Ngaati Ruanui will notify the Crown in writing which of those agreed Leaseback Properties:

5.5.1 they wish to be valued in accordance with **Part 3** of the **Commercial Redress Schedule**; and

5.5.2 once valued, that they wish the Crown to transfer to Ngaati Ruanui on, and to leaseback from Ngaati Ruanui on lease terms agreed under **clause 5.4** from, the Settlement Date.

**PURCHASE PRICE FOR, AND OTHER TERMS OF TRANSFER OF, LAND BANK OR LEASEBACK PROPERTIES**

5.6 The purchase price for all Land Bank Properties and Leaseback Properties to be transferred by the Crown to Ngaati Ruanui on the Settlement Date:

5.6.1 is to be determined by the valuation process set out in **Part 3** of the **Commercial Redress Schedule**; and

5.6.2 will be deducted by the Crown on the Settlement Date from the Financial Redress.

5.7 The Land Bank Properties and Leaseback Properties selected by the Mandated Representatives of Ngaati Ruanui will be valued as at the date being 30 Business Days before the date anticipated by the Parties to be the Deed Date (the "**Valuation Date**").

5.8 All transfers of Land Bank Properties or Leaseback Properties by the Crown to Ngaati Ruanui on the Settlement Date will:

5.8.1 be subject to:

(a) all encumbrances and interests affecting the relevant property which:

(i) are as at the Valuation Date registered against the relevant certificate of title; or

(ii) the Crown advises to the Mandated Representatives of Ngaati Ruanui will be registered against the relevant certificate of title before the Settlement Date; -

## 5. PROPOSED FINANCIAL AND COMMERCIAL REDRESS

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(except any encumbrances that secure indebtedness of the Crown); and

- (b) all unregistered encumbrances and interests notified to Ngaati Ruanui (except any encumbrances securing indebtedness of the Crown);

5.8.2 be on the basis of all outgoings and incomings (except for insurance premiums) being apportioned on the Settlement Date; and

5.8.3 be otherwise on the terms and conditions agreed between the Parties.

### RIGHT OF FIRST REFUSAL

5.9 The Crown proposes that it will, in the Deed of Settlement, give Ngaati Ruanui a right of first refusal over any Crown Property:

5.9.1 that is at the Deed Date in the Exclusive Claim Area (on the terms and conditions set out in **Part 4** of the **Commercial Redress Schedule**); and

5.9.2 that is at the Deed Date in the Cross Claim Area (on the terms and conditions set out in **Part 4** of the **Commercial Redress Schedule**) if the cross claims for that Crown Property have been resolved to the satisfaction of the Crown.

5.10 The Crown proposes that the Settlement Legislation will provide for the relevant District Land Registrar to note, without charge to Ngaati Ruanui, any right of first refusal given over a Crown Property by the Deed of Settlement on any relevant certificate of title.

5.11 The Crown proposes that it will, in the Deed of Settlement, give Ngaati Ruanui an opportunity to participate in the sale process of any Crown Property that is in the Cross Claim Area at the Deed Date:

5.11.1 if Ngaati Ruanui would have a right of first refusal to the disposal of that Crown Property, except that the cross claims to that Property have not been resolved to the satisfaction of the Crown; and

5.11.2 on a basis that takes appropriate account of:

- (a) the interests of those other iwi that have cross claims to that Property; and

- (b) the interests of the Crown in disposing of that Property in a timely way.

**BODY TO RECEIVE FINANCIAL AND COMMERCIAL REDRESS**

- 5.12 The Crown proposes that all of the Financial and Commercial Redress under this **Part 5: Proposed Financial and Commercial Redress** will be provided to the Ngaati Ruanui Governance Entity referred to in **clause 7.1.5**.

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## 6. OTHER MATTERS

### SETTLEMENT INTEREST

- 6.1 The Crown will pay interest ("**Settlement Interest**") on the Financial Redress (less any amounts deductible under **clause 5.2.1**) from the date the Deed of Settlement is signed by the parties (the "**Deed Date**") until the Settlement Date.
- 6.2 Settlement Interest will:
- 6.2.1 be at a rate equal to the weighted average of the successful yield for 1 year Treasury Bills resulting from the Treasury Bill tender process that takes place during the week prior to the Deed Date, as set out on Telerate page 39974, and, if that source is not then available, any replacement page or source;
  - 6.2.2 not compound;
  - 6.2.3 be payable for the period from the Deed Date to the Settlement Date;
  - 6.2.4 be paid on the Settlement Date; and
  - 6.2.5 be subject to Income Tax or any other taxes payable under taxation legislation.

### INCOME TAX AND GST IN RELATION TO SETTLEMENT REDRESS

- 6.3 The Parties intend that all Settlement Redress will be received by Ngaati Ruanui without any obligation by Ngaati Ruanui to pay Income Tax or GST in relation to the receipt of that Settlement Redress, and the Parties agree to negotiate in good faith with a view to giving effect to this intent in the Deed of Settlement.

### REDRESS

- 6.4 The Parties acknowledge that Ngaati Ruanui will have to pay Income Tax and GST in accordance with Taxation Legislation except only as provided in **clause 6.3**.

### PUURANGI

- 6.5 The Crown acknowledges that Ngaati Ruanui wishes to record a statement in the Deed of Settlement of the historical and cultural association of Ngaati Ruanui with a variety of argillite known as Puurangi.

### **POSSIBLE FURTHER EXCEPTIONS TO RIGHT OF FIRST REFUSAL**

- 6.6 The Parties agree that they will explore, as soon as practicable after this Heads of Agreement is signed, the possibility of making provision in the Deed of Settlement for the right of first refusal over Crown Properties referred to in **clause 5.9** not to apply where a Crown Property is disposed of in any of the following circumstances:
- 6.6.1 to a third party for the purposes of continuing to use that property for a public purpose;
  - 6.6.2 where a rule of law requires the property to be transferred to a third party;
  - 6.6.3 where the proper use of a discretion by the Crown will result in disposal of that property to a third party.

### **GOVERNANCE STRUCTURE**

- 6.7 The Parties agree that the Deed of Settlement will provide that:
- 6.7.1 the Crown will, if requested by Ngaati Ruanui, propose for introduction to Parliament legislation to provide for the establishment of the Ngaati Ruanui Governance Entity referred to in **clause 7.1.5** with a governance structure in accordance with **clause 7.1.5(b)**; and
  - 6.7.2 enactment of that legislation is not a condition of Settlement.

### **HIKOI**

- 6.8 The Crown acknowledges that Ngaati Ruanui wish to have a hikoi to Te Wai Pounamu (the South Island) to commemorate the Ngaati Ruanui prisoners who were imprisoned and died there in the final phases of the war in Taranaki.

### **HAWERA HOSPITAL**

- 6.9 The Crown acknowledges that the Mandated Representatives of Ngaati Ruanui and Taranaki Health have agreed to explore a possible right of first refusal over any parts of the Hawera Hospital site that may become surplus. The terms and conditions of any right of first refusal are a matter to be agreed between Ngaati Ruanui and Taranaki Health.

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## 7. PROPOSED CONDITIONS

7.1 The Crown's Settlement Proposal, and the Settlement, are subject to the following conditions:

7.1.1 Ngaati Ruanui acknowledging and agreeing in the Deed of Settlement, and the Settlement Legislation providing, with effect from the Settlement Date, that:

- (a) all the Ngaati Ruanui Historical Claims are settled;
- (b) the Crown is released and discharged in respect of them and that the Settlement is fair in the circumstances and final; and
- (c) the rights and obligations of Ngaati Ruanui in the Deed of Settlement are for the benefit of, and binding upon, Ngaati Ruanui whanui;

7.1.2 Ngaati Ruanui acknowledging and agreeing in the Deed of Settlement to, and the Settlement Legislation providing for, the removal with effect from the Settlement Date of the jurisdiction of the courts, the Waitangi Tribunal and any other judicial body or tribunal in respect of:

- (a) the Ngaati Ruanui Historical Claims;
- (b) the validity of the Deed of Settlement;
- (c) the adequacy of the Settlement; and
- (d) the Settlement Legislation; -

except for the implementation and interpretation of the Deed of Settlement and the Settlement Legislation;

7.1.3 any proceedings in relation to the Ngaati Ruanui Historical Claims being discontinued;

7.1.4 Ngaati Ruanui supporting the passage of Settlement Legislation;

7.1.5 the establishment of an entity (the "**Ngaati Ruanui Governance Entity**") that the Crown is satisfied:

- (a) has been ratified by Ngaati Ruanui whanui (by a process agreed by the Parties) as an appropriate body for the Crown to transfer the Settlement Assets to; and

## 7. PROPOSED CONDITIONS

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- (b) has a governance structure that:
  - (i) represents all members of Ngaati Ruanui whanui;
  - (ii) has transparent decision-making and dispute resolution processes; and
  - (iii) is fully accountable to Ngaati Ruanui whanui;

7.1.6 Ngaati Ruanui acknowledging and agreeing in the Deed of Settlement that Settlement Redress will be administered by the Ngaati Ruanui Governance Entity for the benefit of the present and future members of Ngaati Ruanui whanui;

7.1.7 the Land Bank ceasing in relation to Ngaati Ruanui;

7.1.8 Ngaati Ruanui acknowledging and agreeing in the Deed of Settlement that so far as Ngaati Ruanui is concerned as from the Settlement Date:

- (a) the Memorials may be removed from any land in:
  - (i) the Exclusive Claim Area; or
  - (ii) the Cross Claim Area, provided that Memorials affecting other iwi of Taranaki in that Cross Claim Area are not removed without the consent of those iwi; and
- (b) nothing in the following statutory provisions:
  - (i) sections 8A to 8H of the Treaty of Waitangi Act 1975;
  - (ii) sections 27A to 27C of the State-Owned Enterprises Act 1986;
  - (iii) part III of the New Zealand Railways Corporation Restructuring Act 1990; and
  - (iv) sections 211 to 213 of the Education Act 1989;

will apply to any land in Taranaki;

7.1.9 the Crown confirming that it is satisfied that all cross-claims, and issues relating to cross-claims, in relation to Settlement Assets within the Cross Claim Area, have been resolved;

## 7. PROPOSED CONDITIONS

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- 7.1.10 Ngaati Ruanui acknowledging and agreeing in the Deed of Settlement that the Crown has acted honourably and reasonably in relation to the Settlement; and
- 7.1.11 the Mandated Representatives obtaining, before the Deed of Settlement is signed, a mandate from Ngaati Ruanui whanui (through a process agreed with the Crown) authorising them to:
- (a) enter into that Deed of Settlement on behalf of Ngaati Ruanui whanui; and
  - (b) in particular, settle the Ngaati Ruanui Historical Claims on the terms provided in that Deed of Settlement.
- 7.2 Settlement, and the Settlement Deed (except where it provides otherwise), will be conditional upon the passing of Settlement Legislation.
- 7.3 Transfer of any property that forms part of the Settlement Assets is subject to:
- 7.3.1 clearances under section 40 of the Public Works Act 1981 (or that section as applied by any other legislation), sections 23(1) or 24(4) of the New Zealand Railways Corporation Restructuring Act 1980, section 207(4) of the Education Act 1989 or any equivalent legislation and other statutory provisions which must be complied with before transfer; and
  - 7.3.2 any rights, in respect of that property, existing at the Deed Date.



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## 8. ACCEPTANCE OF THE CROWN'S SETTLEMENT PROPOSAL

### GENERAL ACKNOWLEDGEMENTS

- 8.1 The Mandated Representatives of Ngaati Ruanui acknowledge that:
- 8.1.1 the Crown's Settlement Proposal (including the conditions in **Part 7**) is, in principle, acceptable;
- 8.1.2 a Deed of Settlement and Settlement Legislation giving effect to the Crown's Settlement Proposal will:
- (a) with effect from the Settlement Date, settle all Ngaati Ruanui Historical Claims; and
  - (b) include acknowledgements from Ngaati Ruanui, in particular, that:
    - (i) with effect from the Settlement Date:
      - (aa) all the Ngaati Ruanui Historical Claims are settled; and
      - (bb) the Crown is released and discharged in respect of all Ngaati Ruanui Historical Claims;
    - (ii) the Settlement is fair in the circumstances and final;
    - (iii) the Crown has acted honourably and reasonably in relation to the Settlement;
    - (iv) the rights and obligations of Ngaati Ruanui in the Deed of Settlement are for the benefit of, and binding upon, Ngaati Ruanui whanui;
    - (v) with effect from the Settlement Date, the jurisdiction of the courts, the Waitangi Tribunal and any other judicial body or tribunal is removed in respect of the Ngaati Ruanui Historical Claims, the validity of the Deed of Settlement, the adequacy of the Settlement, and the Settlement Legislation (except for the implementation and interpretation of the Deed of Settlement and the Settlement Legislation);

## 8. ACCEPTANCE OF THE CROWN'S SETTLEMENT PROPOSAL

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- (vi) Settlement Redress will be administered by the Ngaati Ruanui Governance Entity for the benefit of the present and future members of Ngaati Ruanui whanui; and
  - (vii) the Memorials may be removed from any land in:
    - (aa) the Exclusive Claim Area; or
    - (bb) the Cross Claim Area, provided that the Memorials affecting other iwi of Taranaki in that Cross Claim Area are not removed without the consent of those iwi;
- 8.1.3 they must obtain, before the Deed of Settlement is signed, a mandate from Ngaati Ruanui whanui (through a process agreed with the Crown) authorising them to:
- (a) enter into that Deed of Settlement on behalf of Ngaati Ruanui whanui;
  - (b) in particular, settle the Ngaati Ruanui Historical Claims on the terms provided in that Deed of Settlement; and
- 8.1.4 the Settlement Assets are to be transferred to the Ngaati Ruanui Governance Entity.

### **ACKNOWLEDGEMENTS IN RELATION TO MOUNT TARANAKI**

- 8.2 The Mandated Representatives of Ngaati Ruanui acknowledge that:
- 8.2.1 the Apology in relation to Mount Taranaki or the Mount Taranaki Cultural Redress, or both, will, if necessary, be developed after the Settlement Date and the settlement of the Ngaati Ruanui Historical Claims;
  - 8.2.2 Mount Taranaki is of great traditional, cultural, historical and spiritual importance to all iwi of Taranaki; and
  - 8.2.3 Mount Taranaki Cultural Redress will endeavour to recognise the traditional, cultural, historical and spiritual significance of Mount Taranaki to all iwi of Taranaki (while recognising the interests of the people of New Zealand generally in Mount Taranaki).

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## 9. ACKNOWLEDGEMENTS BY THE PARTIES

### ACKNOWLEDGEMENTS IN RELATION TO THE CROWN'S SETTLEMENT PROPOSAL

9.1 The Parties acknowledge:

- 9.1.1 that this Heads of Agreement represents, and the Deed of Settlement will represent, the results of extended negotiations conducted in good faith, and in a spirit of co-operation and compromise;
- 9.1.2 the difficulty in assessing redress for the loss and prejudice suffered by Ngaati Ruanui;
- 9.1.3 that it is not possible to fully compensate Ngaati Ruanui for all loss and prejudice suffered;
- 9.1.4 that this foregoing of compensation by Ngaati Ruanui is intended to contribute to the development of New Zealand; and
- 9.1.5 that, taking all matters into consideration (some of which are specified in this clause) the Crown's Settlement Proposal is fair in the circumstances.

### ABORIGINAL TITLE AND CUSTOMARY AND OTHER RIGHTS

9.2 The Parties acknowledge that:

- 9.2.1 the provisions to be included in the Deed of Settlement relating to the removal of the jurisdiction of the courts, the Waitangi Tribunal and any other judicial body or tribunal as provided in **clause 7.1.2**:
  - (a) will not be intended to prevent:
    - (i) any Ngaati Ruanui Claimant from pursuing claims against the Crown based on aboriginal title or customary rights which do not come within the definition of Ngaati Ruanui Historical Claims; or
    - (ii) the Crown from disputing such claims or the existence of such title or rights; but
  - (b) will be intended to prevent any Ngaati Ruanui Claimant from pursuing claims against the Crown (including claims based on aboriginal title or customary rights) if such claims come within the definition of Ngaati Ruanui Historical Claims; and

## 9. ACKNOWLEDGEMENT BY THE PARTIES

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9.2.2 nothing in the Deed of Settlement will:

- (a) diminish or in any way affect the Treaty of Waitangi or the ongoing relationship between the Crown and Ngaati Ruanui in terms of the Treaty of Waitangi;
- (b) except as expressly provided in this Deed, be intended to derogate from any rights the Crown, Ngaati Ruanui or any Ngaati Ruanui Claimant might have at common law or under legislation or under the Treaty of Waitangi;
- (c) extinguish any aboriginal title or customary rights that any Ngaati Ruanui Claimant may have;
- (d) constitute or imply any acknowledgement or acceptance by the Crown that such title or rights exist; or
- (e) extinguish any right any person has to redress under the Maori Reserved Land Amendment Act 1997.

### **DECISION OF WAITANGI FISHERIES COMMISSION**

9.3 The Parties acknowledge that nothing in this Heads of Agreement or in the Deed of Settlement or the Settlement Legislation will be intended to affect any decision of the Treaty of Waitangi Fisheries Commission either:

9.3.1 under the Maori Fisheries Act 1989; or

9.3.2 in respect of the Deed of Settlement between the Crown and Maori dated 23 September 1992.

### **PART PAYMENT OF FINANCIAL REDRESS**

9.4 The Parties acknowledge that:

9.4.1 the Crown will, on the next Business Day after the date of this Heads of Agreement, pay to the Mandated Representatives of Ngaati Ruanui \$400,000 as a part payment of the Financial Redress (provided appropriate documentation acknowledging that part payment is completed by the Mandated Representatives); and

9.4.2 the Crown will on the Settlement Date deduct that amount from the Financial Redress.

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## 10. CONTINUATION OF SETTLEMENT PROCESS

### CONTINUE TO WORK TOGETHER IN GOOD FAITH

10.1 The Parties agree to continue to work together in good faith to develop, as soon as reasonably practicable (and whether or not the Crown is negotiating, or settling, the historical claims of other iwi of Taranaki) a Deed of Settlement that:

10.1.1 incorporates the Crown's Settlement Proposal (including all matters of detail and implementation);

10.1.2 will, with effect from the Settlement Date, enable the Crown to settle the Ngaati Ruanui Historical Claims; and

10.1.3 provides for a process that will involve Ngaati Ruanui and other iwi of Taranaki in developing:

(a) the Apology in relation to Mount Taranaki; and

(b) the Mount Taranaki Cultural Redress for Ngaati Ruanui (and those iwi).

10.2 The Parties recognise and acknowledge that the Deed of Settlement may be signed and Settlement Legislation enacted before:

10.2.1 the Apology in relation to Mount Taranaki and the Mount Taranaki Cultural Redress is developed; and

10.2.2 settlement is reached with other iwi of Taranaki of their historical claims.

### DEVELOPMENT OF SETTLEMENT LEGISLATION

10.3 The Parties agree that the Deed of Settlement will specify that Settlement Legislation will provide that:

10.3.1 it will not come into force until an Order in Council brings it into force;

10.3.2 an Order in Council bringing it into force:

(a) will not be made unless Ngaati Ruanui has provided a written statement to the Crown that the Settlement Legislation is acceptable to it; and

## 10. CONTINUATION OF SETTLEMENT PROCESS

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(b) will be made within 20 Business Days after Ngaati Ruanui has provided that statement in writing to the Crown; and

10.3.3 it will be treated as having been repealed if the Order in Council has not been made within 6 months after its enactment.

10.4 The Crown agrees that in view of the requirements of **clause 10.3**, the Deed of Settlement will:

10.4.1 acknowledge it is important that the proposed Settlement Legislation is introduced in a form which is acceptable to Ngaati Ruanui; and

10.4.2 ensure that Ngaati Ruanui, and its advisers, will have appropriate participation in the drafting of the Settlement Legislation.

### CONTINUED APPLICATION OF TERMS OF NEGOTIATION

10.5 The Parties agree that:

10.5.1 the provisions of the Terms of Negotiation continue to apply in relation to their negotiations (except to the extent that they are changed by this Heads of Agreement); and

10.5.2 in particular, the Mandated Representatives of Ngaati Ruanui must continue to meet the conditions specified in the Terms of Negotiation. The Crown acknowledges that it is satisfied that those conditions are being met at the date of this Heads of Agreement.

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## 11. MISCELLANEOUS

- 11.1 Except as expressly provided in this Deed, any notice or other communication given under this Heads of Agreement to a Party shall be in writing addressed to that Party at the address or facsimile number from time to time notified by that Party in writing to the other Party. Until any other address or facsimile number of a Party is notified, they will be as follows:

***The Crown***

C/- The Solicitor-General;  
Crown Law Office  
St Pauls Square  
45 Pipitea Street  
(PO Box 5012)  
**WELLINGTON**

Facsimile: 04 473 3482

***Ngaati Ruanui Muru me Te Raupatu  
Working Party***

C/- Bell Gully Buddle Weir  
IBM Centre  
171 Featherston Street  
(PO Box 1291)  
**WELLINGTON**

Attention: David Tapsell  
Facsimile: 04 473 3845

- 11.2 Notices and other communications may be delivered by hand, by post with postage prepaid, or by facsimile.
- 11.3 A notice or other communication delivered by hand will be treated as having been received at the time of delivery. However, if the delivery is not made on a Business Day or is made after 5.00 pm on a Business Day, then the notice or other communication will be treated as having been delivered on the next Business Day.
- 11.4 A notice or other communication delivered by pre-paid post will be treated as having been received on the second Business Day after posting.
- 11.5 A notice or other communication sent by facsimile will be treated as having been received on the day of transmission if a correct answerback is received by the transmitter. However, if the date of transmission is not a Business Day or the transmission is sent after 5.00 pm on a Business Day then the notice or other communication will be treated as having been given on the next Business Day after the date of transmission.

### **NO ASSIGNMENT**

- 11.6 Neither Party may transfer any rights or obligations under this Heads of Agreement.

**AMENDMENT**

- 11.7 No amendment to this Heads of Agreement will be effective unless it is in writing and signed by both Parties.



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## **12. NATURE AND TERMINATION OF THIS HEADS OF AGREEMENT**

### **NATURE OF THIS HEADS OF AGREEMENT**

12.1 The Parties acknowledge that this Heads of Agreement:

12.1.1 represents an agreement in principle but the Crown's Settlement Proposal does include the scope and nature, in principle, of all redress the Crown is to offer Ngaati Ruanui (except for the Apology in relation to Mount Taranaki and the Mount Taranaki Cultural Redress); and

12.1.2 is not intended to create legal relations.

### **MADE ON WITHOUT PREJUDICE BASIS**

12.2 The Parties acknowledge that:

12.2.1 this Heads of Agreement is entered into, and the Crown's Settlement Proposal is made, on a without prejudice basis; and

12.2.2 in particular, this Heads of Agreement may not be used as evidence in any proceedings before, or presented to, any court, the Waitangi Tribunal or any other judicial body or tribunal (except for proceedings concerning the implementation and interpretation of the Deed of Settlement and the Settlement Legislation).

### **TERMINATION OF THIS HEADS OF AGREEMENT**

12.3 The Parties acknowledge that:

12.3.1 the Crown may, at any time before a Deed of Settlement is entered into, terminate this Heads of Agreement by written notice to the Mandated Representatives if those Mandated Representatives do not maintain their mandate to negotiate the Ngaati Ruanui Historical Claims with the Crown under the Terms of Negotiation;

12.3.2 either Party may terminate this Heads of Agreement by written notice to the other Party if the Crown and Ngaati Ruanui do not enter into a Deed of Settlement within 12 months after the date of this Heads of Agreement; and

12.3.3 this Heads of Agreement will be superseded by the Deed of Settlement on Deed Date.

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**CULTURAL REDRESS SCHEDULE**

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## PART 1

### REQUIREMENTS FOR DEPARTMENTAL PROTOCOLS

#### *Definitions*

- 1.1 In this Part "Departmental Protocol" means a protocol issued to Ngaati Ruanui by the Minister of Conservation, the Minister for Food, Fibre, Biosecurity and Border Control, the Minister for Energy or any other Minister, and/or any official under:
- 1.1.1 the Deed of Settlement; and/or
  - 1.1.2 the Settlement Legislation.

#### *Amendment of Departmental Protocols*

- 1.2 A Departmental Protocol may be amended or cancelled at any time by the Crown through the relevant Minister at the initiative of:
- 1.2.1 Ngaati Ruanui; or
  - 1.2.2 the Crown (after consultation with Ngaati Ruanui and having particular regard to the views of Ngaati Ruanui).

#### *Departmental Protocols subject to other obligations*

- 1.3 A Departmental Protocol will be subject to, and will not restrict:
- 1.3.1 the obligations of the Crown, any Minister, Government Department, or official to exercise their powers, or perform their functions or duties, in accordance with the law and government policy; or
  - 1.3.2 the Crown's powers to:
    - (a) amend policy; or
    - (b) introduce legislation (including amending legislation).

#### *Enforceability of Departmental Protocols*

- 1.4 Ngaati Ruanui may (subject to the Crown Proceedings Act 1950) enforce any Departmental Protocol:
- 1.4.1 by way of public law action against the Crown where the relevant Minister fails unreasonably to comply with that Protocol; but

1.4.2 damages are not available as a remedy.

***Not breach of Deed Of Settlement***

1.5 A failure by a Minister to comply with a Departmental Protocol does not constitute a breach of the Deed of Settlement and/or the Settlement Legislation.

***Limitation of rights***

1.6 A Departmental Protocol does not of itself have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind whatsoever relating to:

1.6.1 land held, managed, or administered under the Conservation Act 1987 or the statutes listed in the First Schedule to that Act;

1.6.2 flora and fauna managed according to the Conservation Act 1987 or the statutes listed in the First Schedule to that Act;

1.6.3 fish, aquatic life and seaweed managed according to the Fisheries Act 1983 or the Fisheries Act 1996;

1.6.4 minerals managed under the Crown Minerals Act 1991; or

1.6.5 newly found taonga managed under the Antiquities Act 1975.

## PART 2

### REQUIREMENTS IN RELATION TO DECLARATIONS OF NGAATI RUANUI O NGAATI RUANUI AND ACKNOWLEDGEMENTS OF NGAATI RUANUI VALUES

#### *Status of national park, conservation areas or reserve*

- 2.1 Any existing protection or classification of a Nгаа Taki Poipoia o Nгааati Ruanui as a national park, conservation area, or reserve is not overridden by the declaration of that area as a Nгаа Taki Poipoia o Nгааati Ruanui.

#### *Revocation of Nгаа Taki Poipoia o Nгааati Ruanui*

- 2.2 The Governor-General may, on the recommendation of the Minister of Conservation, by Order in Council declare that an area declared as Nгаа Taki Poipoia o Nгааati Ruanui is to cease to be a Nгаа Taki Poipoia o Nгааati Ruanui.

#### *Purpose of declaration as Nгаа Taki Poipoia o Nгааati Ruanui*

- 2.3 The declaration of an area as a Nгаа Taki Poipoia o Nгааati Ruanui, and the acknowledgement of the Nгааati Ruanui Values in respect of that Nгаа Taki Poipoia o Nгааati Ruanui, is for the following purposes only:
- 2.3.1 to enable agreement on the Protection Principles;
- 2.3.2 to require the New Zealand Conservation Authority, and conservation boards, to:
- (a) have particular regard to the Nгааati Ruanui Values and those Protection Principles; and
  - (b) consult with Nгааati Ruanui and have particular regard to its views.

#### *Exercise of powers, duties, and functions*

- 2.4 Except as expressly provided in **paragraph 2.3**:
- 2.4.1 neither the declaration of a Nгаа Taki Poipoia o Nгааati Ruanui, nor the acknowledgement of the Nгааati Ruanui Values, affects, or may be taken into account in the exercise of any power, or the performance of any duty or function, under any legislation; and
- 2.4.2 no person, in considering any matter or making any decision or recommendation under any legislation, may give any greater or lesser weight to the Nгааati Ruanui Values than that person would give under that legislation if:

- (a) Ngaa Taki Poipoiia o Ngaati Ruanui had not been declared; and
- (b) Ngaati Ruanui Values had not been acknowledged.

***Rights not affected***

- 2.5 The declaration of a Ngaa Taki Poipoiia o Ngaati Ruanui, and the acknowledgement of the Ngaati Ruanui Values, does not affect the lawful rights or interests of any person who is not a party to the Deed of Settlement.

***Limitation of rights***

- 2.6 The declaration of a Ngaa Taki Poipoiia o Ngaati Ruanui, and the acknowledgement of the Ngaati Ruanui Values, does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any right in relation to, a Ngaa Taki Poipoiia o Ngaati Ruanui.

## PART 3

### REQUIREMENTS FOR STATUTORY ACKNOWLEDGEMENTS AND DEEDS OF RECOGNITION IN RELATION TO IDENTIFIED AREAS

#### *Purposes of Statutory Acknowledgments*

- 3.1 The only purposes of Statutory Acknowledgments in relation to Identified Areas are:
- 3.1.1 to require that consent authorities forward summaries of certain applications for resource consents to Ngaati Ruanui;
  - 3.1.2 to require that consent authorities, the Historic Places Trust, or the Environment Court, as the case may be, have regard to the Statutory Acknowledgments in relation to the Identified Areas in certain cases;
  - 3.1.3 to enable the Minister responsible for management of the Identified Areas, or the Commissioner of Crown Lands, as the case may be, to enter into Deeds of Recognition; and
  - 3.1.4 to enable Ngaati Ruanui to cite Statutory Acknowledgments as evidence of the association of Ngaati Ruanui with the Identified Areas in certain cases.

#### *Purposes of Deeds of Recognition*

- 3.2 The only purposes of Deeds of Recognition are to require that Ngaati Ruanui is consulted, and regard is had to its views, in certain cases in respect of the statement of association described in the Statutory Acknowledgement.

#### *Exercise of powers, duties, and functions*

- 3.3 Except as provided in **paragraphs 3.1 and 3.2**:
- 3.3.1 neither a Statutory Acknowledgement nor a Deed of Recognition, affects, or may be taken into account in, the exercise of any power, or the performance of any duty or function, under any legislation; and
  - 3.3.2 no person, in considering any matter or making any decision or recommendation under any legislation, may give any greater or lesser weight to the association of Ngaati Ruanui with an Identified Area (as described in the relevant Statutory Acknowledgement) than that person would have given under that legislation if:
    - (a) that Statutory Acknowledgement had not been made; and
    - (b) no Deed of Recognition existed in respect of that Identified Area.

***Rights not affected***

- 3.4 Neither a Statutory Acknowledgement nor a Deed of Recognition affects the lawful rights or interests of any person who is not a party to the Deed of Settlement.

***Limitation of rights***

- 3.5 Neither a Statutory Acknowledgement, nor a Deed of Recognition, has of itself the effect of granting, creating, or providing evidence of any estate or interest in, or any rights relating to, an Identified Area.



## PART 4

### REQUIREMENTS FOR STATUTORY ACKNOWLEDGEMENTS IN RELATION TO TAONGA SPECIES

#### *Exercise of powers, duties, and functions*

- 4.1 The acknowledgement of the association of Ngaati Ruanui with the Taonga Species and the Taonga Fish Species (Department of Conservation) (the "**Acknowledged Taonga Species**") does not affect, and may not be taken into account in the exercise of any power, or the performance of any duty or function, under any legislation.
- 4.2 No person, in considering any matter or making any decision or recommendation under any legislation, may give any greater or lesser weight to the association of Ngaati Ruanui with the Acknowledged Taonga Species than that person would have given under the relevant legislation if no acknowledgement had been made by the Crown of that association with the Acknowledged Taonga Species.

#### *Rights not affected*

- 4.3 The acknowledgement of the association of Ngaati Ruanui with the Acknowledged Taonga Species will not affect the lawful rights or interests of any person who is not a party to the Deed of Settlement.

#### *Limitation of rights*

- 4.4 The acknowledgement of the association of Ngaati Ruanui with the Acknowledged Taonga Species will not, of itself, have the effect of granting, creating, or providing evidence of any interest in, or any rights of any kind relating to, any of the Acknowledged Taonga Species.

## PART 5

### TERMS AND CONDITIONS OF NGAĀ UKAIPO ENTITLEMENTS

- 5.1 The land for Ngāa Ukaipo Entitlements must be land:
- 5.1.1 that is Crown-owned;
  - 5.1.2 that is not a national park, marginal strip, nature reserve, esplanade reserve, scientific reserve or any part of an unformed road within 20 metres of a waterway;
  - 5.1.3 that is situated sufficiently close to any relevant waterway to permit convenient access for fishing;
  - 5.1.4 to which lawful access is available; and
  - 5.1.5 where the existing practices and patterns of public use at the time the Ngāa Ukaipo Entitlement is created will not be unreasonably impaired by the creation of that Ngāa Ukaipo Entitlement.
- 5.2 Public access must not, as a result of a Ngāa Ukaipo Entitlement, be:
- 5.2.1 unreasonably excluded to the waterway; or
  - 5.2.2 impeded along the waterway.
- 5.3 Occupiers under a Ngāa Ukaipo Entitlement may erect camping shelters or temporary dwellings, but the occupier must:
- 5.3.1 remove those camping shelters or temporary dwellings while the right of occupation is not being exercised; and
  - 5.3.2 leave the land in substantially the same condition that it was in at the commencement of occupation, except for temporary effects normally associated with that type of occupation.
- 5.4 The occupier, and activities carried on by the occupier, under a Ngāa Ukaipo Entitlement, are subject to all legislation and land and water management practices that relate to the relevant land.
- 5.5 Ngāati Ruanui must pay rates, charges and fees in relation to a Ngāa Ukaipo Entitlement under section 7 of the Rating Powers Act 1988, in proportion to the period of the Ngāa Ukaipo Entitlement.

## CULTURAL REDRESS SCHEDULE

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- 5.6 The Crown may terminate a Ngaa Ukaipo Entitlement (but must make reasonable endeavours to provide a replacement Ngaa Ukaipo Entitlement) if:
- 5.6.1 the Crown disposes of the relevant land;
  - 5.6.2 the relevant land is destroyed, or permanently detrimentally affected, by a natural cause;
  - 5.6.3 the land becomes required for the specific purpose for which it was originally set apart as a reserve;
  - 5.6.4 the land becomes a formed road; or
  - 5.6.5 lawful access to the Ngaa Ukaipo Entitlement no longer exists.
- 5.7 The Crown may terminate a Ngaa Ukaipo Entitlement if Ngaati Ruanui fails to comply with a condition of that Ngaa Ukaipo Entitlement.
- 5.8 The Crown may dispose of land over which there is a Ngaa Ukaipo Entitlement.
- 5.9 The existence of a Ngaa Ukaipo Entitlement does not affect the lawful rights or interests of any person who is not a party to the Deed of Settlement.
- 5.10 Except as expressly recognised in the Deed of Settlement and Settlement Legislation, the existence of a Ngaa Ukaipo Entitlement does not, of itself, have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights relating to, the relevant land.

**PART 6**

**LAND TO BE VESTED IN NGAATI RUANUI**

<i>Name of Site</i>	<i>Description</i>
Rehu Village Conservation Area	5.8084 hectares (subject to survey), being Sections 5, 6, 12, 13 and Part Sections 3, 4, 8, 9, 10 and 11, Rehu Village, Blk II Opaku SD. SO 7768, Taranaki Land District.
Part of the land next to Waingongoro River	1.0 hectares (subject to survey), being Part Te Rua O Te Moko 2A1. ML 1303. Part CT J3/383, Taranaki Land District.
Part of Te Rauna	2.0 hectare (subject to survey), being Part Lot 1 DP 8143. Part CT J3/383, Taranaki Land District.
Pukemoko Pa in the Otoki Gorge Scenic Reserve	2.0 hectare (subject to survey), being Part Section 42, Block XII, Hawera Survey District. SO 2984. Part Gazette 1979 page 2382, Taranaki Land District.
Omoana Quarry Reserve	1.4569 hectares more or less, being Section 5, Block XIV, Omoana Survey District. SO 1730. Part Gazette 1903 page 1870, Taranaki Land District.
Turuturu Mokai Historic Reserve	3.7795 hectares, being Pt Sec 177, Blk VI Hawera SD. SO9424. Gazette 1966 page 635 51/84, Taranaki Land District. 5.8098 hectares, being Pt Lot DP 2257, Blk VI Hawera SD. Gazette 1985 page 401, Taranaki Land District. 1.2242 hectares, being Sec 329, Blk VI Hawera SD. SO 18/8. Gazette 1984 page 2927, Taranaki Land District. 0.0367 hectares, being Sec 7/9, Blk VI Hawera SD. SO 9241. Gazette 1985 page 401, Taranaki Land District. 0.9508 hectares, being Sec 729, Blk VI Hawera SD. SO 9241, Taranaki Land District.
Whakaahurangi Marae land	Sec 1 SO 13312, 0.2795 Local Purpose Reserve (Marae) Gaz 1992, 94/239 Sec 149 Blk 11 Ngaere SD, 0.0371, Soc 12248 Marae Gaz 1986, Sec 146 Blk II Ngaere SD, 0.1601, SO 11842 Marae Gaz 1982, 94/239.

**PART 7**

**ADMINISTRATION OF RESERVES**

<i>Name of Site</i>	<i>Description</i>
Makino Scenic Reserve	<p>1.9600 hectares more or less, being section 10, Block IV, Hawera Survey District. SO 11974. Balance Gazette 1980 page 2849. Taranaki Land District.</p> <p>5.6680 hectares more or less, being Lot 1 DP 14035. All Gazette 1983 page 3936. Taranaki Land District.</p>
Kaikura Conservation Area (reclassified as a reserve)	2.3269 hectares more or less, being Section 638 Patea District. SO 779. Taranaki Land District.

**PART 8**

**NGAA UKAIPO ENTITLEMENTS**

<i>Name of Site</i>	<i>Description</i>
Waitotara Conservation Area	<p>241.8113 hectares more or less, being Sections 12, 13 and 14, Block I, Taurakawa Survey District. SO 921. Part Gazette 1945 page 1161. Taranaki Land District.</p> <p>5671.6686 hectares more or less, being Section 4, Block I, Section 7, Block II, Section 4, Block V, Section 2, Block VI, Section 4, Block IX, and Section 2, Block X, Taurakawa Survey District. Sos 933, 934, 1455, 4505 and Rack 85. Part Gazette 1907 page 1934. Taranaki Land District.</p> <p>144.8774 hectares more or less, being Section 6, Block II, Taurakawa Survey District. SO 896. Part Gazette 1900 page 160. Taranaki Land District.</p> <p>859.9569 hectares more or less, being Section 3, Block V, Taurakawa Survey District. SO 1405. Part Gazette 1905 page 782. Taranaki Land District.</p> <p>8959.9141 hectares more or less, being Sections 3 and 5, Block X, Section 4, Block XI, Section 8, Block XII, Section 5, Block XIII, Sections 5, 7, 9 and 12, Block XIV, Sections 4, 7, 8 and 11, Block XV, Section 8 and Part Section 11, Block XVI, Taurakawa Survey District. SOs 933, 935, 936, 938, 940, 941, 942 and Rack 85. Part Gazette 1899 page 2117. Taranaki Land District.</p> <p>198.2959 hectares more or less, being Part Section 11, Block VII, Omoana Survey District. SO 4535. Part Gazette 1948 page 266. Taranaki Land District.</p> <p>1530.3741 hectares more or less, being Sections 10 and 11, Block III, and Part Section 11, Block IV, Kapara Survey District. SO 941, ML 19 and Rack 85. Part Gazette 1899 page 2117. Taranaki Land District.</p> <p>898.8067 hectares more or less, being Sections 1 and 2, Block I, Tua Survey District. SO 4319. Taranaki Land District.</p>

CULTURAL REDRESS SCHEDULE

<b>Name of Site</b>	<b>Description</b>
	<p>3355.0333 hectares more or less, being Sections 2, 3, 6, 7, 19 and 20, Block I, Sections 1, 2, 3, 4, 5 and 8, Block II, Sections 1 and 2, Block V, Section 1, Block IX, Section 12, Block XIII, and Section 1, Block XVI, Taurakawa Survey District. SOs 896, 898, 942, 1346, 1407, 1408, 4318, 4505 and 9111. Taranaki Land District.</p> <p>323.7484 hectares more or less, being Sections 2, 3, 4 and 5, Block XIV, Mahoe Survey District. SO 895. Taranaki Land District.</p> <p>8.1949 hectares more or less, being Section 6, Block III, Moumahaki Survey District. SO 16636. Wellington Land District.</p> <p>2945.9531 hectares more or less, being Sections 15, 16 and 18, Block IV, Sections 12 and 13 and Part Section 5, Block VII, and Sections 3, 5, 6 and 7, Block VIII, Omoana Survey District. SOs 919, 1349, 4535 and 4567. Taranaki Land District.</p> <p>An unknown area being Section 8, Block VIII, Omoana Survey District. SO 4567. Taranaki Land District.</p> <p>1325.3453 hectares more or less being Section 9, Block I, and Section 9, Block II, Kapara Survey District. SO 942. Taranaki Land District.</p> <p>511.9273 hectares more or less being Part Section 4, Block VII, Omoana Survey District. SO 1349. Part Gazette 1902 page 858, Taranaki Land District.</p>
<p>Kapara Conservation Area</p>	<p>862.8403 hectares more or less, being Sections 13 and 15, Block IV, and Sections 9 and 14, Block VIII, Opaku Survey District. SOs 2275, 8777, 8783 and 8785. All Gazette 1957 page 314. Taranaki Land District.</p> <p>245.6442 hectares more or less, being Section 9, Block IV Opaku Survey District, and Section 10, Block V, Kapara Survey District. SO 2274. Part Gazette 1907 page 1236. Taranaki Land District.</p> <p>1180.0379 hectares more or less, being Section 2, Block III, Sections 1 and 4, Subdivision 2 of Section 3 and Subdivision 2 of Section 10, Block IV, Opaku Survey District. SOs 1981, 2273, 2274 and 7861. Taranaki Land District.</p> <p>1456.8681 hectares more or less, being Part Section 1 and Subdivision 1 of Section 1, Block XIII, Taurakawa Survey District. SOs 935 and 5079. Taranaki Land District.</p>

**CULTURAL REDRESS SCHEDULE**

<b>Name of Site</b>	<b>Description</b>
	<p>1401.4263 hectares more or less, being Sections 1, 2, 3, 8 and 9, Block V, Kapara Survey District. SO's 827 and 1056. Taranaki Land District.</p> <p>6687.5919 hectares more or less, being Sections 2, 3, 4 and 7, Block XII, Sections 3, 4, 5, 9, Subdivisions 1 and 2 of Section 2, Subdivisions 1 and 2 of Section 7 and Subdivisions 1 and 2 of Section 8, Block XV, Sections 3, 7, 8, Subdivisions 1 and 2 of Section 1, and Subdivision 1 of Section 4, Block XVI, Omoana Survey District. SOs 1350, 1351, 1730, 1731, 2271, 2272, 2273, 7146, 7147, 7150, 7854 and 12686. Taranaki Land District.</p>
<p>Tarere Conservation Area</p>	<p>3178.6030 more or less, being Sections 5, 6 and 7, Block II, Section 1, Block III, Section 14, Block IX, Sections 3 and 6, Block X, Opaku Survey District and Sections 2 and 4, Block XIV, Omoana Survey District. SOs 1185, 1413, 1730, 1754, 1801, 1841, 2199, 2273, 3218 and 7861. Taranaki Land District.</p> <p>399.0453 hectares more or less, being Section 2, Block V, Section 13, Block IX, Opaku Survey District and Section 34, Block XII, Hawera Survey District. SOs 2199 and 18/14. Part Gazette 1893 page 1375. Taranaki Land District.</p> <p>2263.0018 hectares more or less, being Section 3, Block V and Section 9, Block VI, Opaku Survey District. SO 8697A. Part Gazette 1905 page 782. Taranaki Land District.</p> <p>215.7986 hectares more or less, being Part Section 8, Block VI, Opaku Survey District. SO 8691. Part Gazette 1956 page 301. Taranaki Land District.</p>
<p>Rimunui Conservation Area</p>	<p>899.2114 hectares more or less, being Section 3, Block VII, Opaku Survey District. SO 1053. Part Gazette 1900 page 160. Taranaki Land District.</p> <p>449.2010 hectares more or less, being Section 4, Block VII, Opaku Survey District. SO 1053. Part Gazette 1906 page 1109. Taranaki Land District.</p> <p>497.7633 hectares more or less, being Section 4, Block XI, Opaku Survey District. SO 2181. Part Gazette 1904 page 545. Taranaki Land District.</p>



**PART 9**

**IDENTIFIED AREAS**

**Table 1: Areas in respect of which Statutory Acknowledgements are to be given**

<i>Area</i>	<i>Description</i>
Ngaa Waka Taurua Hukatere (Marginal Strip 70585)	Conservation strip adjacent to Sections 9 and 10 Blk X Opaku SD.
Otoki Gorge Scenic Reserve	18.4366 hectares (subject to survey), being Part Section 42, Block XII, Hawera Survey District. SO 2984. Part Gazette 1979 page 2382, Taranaki Land District, being the balance of the reserve after transferring part of the reserve to Ngaati Ruanui under the Deed of Settlement.
Coastal Marine Area adjoining the rohe of Ngaati Ruanui	
Tangahoe River	
Whenuakura River	
Patea River	

**Table 2: Areas in respect of which Deeds of Recognition are to be given**

<i>Area</i>	<i>Description</i>
Otoki Gorge Scenic Reserve	18.4366 hectares (subject to survey), being Part Section 42, Block XII, Hawera Survey District. SO 2984. Part Gazette 1979 page 2382. Taranaki Land District, being the balance of the reserve after transferring part of the reserve to Ngaati Ruanui under the Deed of Settlement.
Tangahoe River	
Whenuakura River	
Patea River	

**PART 10**

**TAONGA SPECIES**

**Plants**

<b>Maori Name</b>	<b>Common Name</b>	<b>Formal Name</b>
Akiraho	Akiraho	<i>Olearia paniculata</i>
Akatorotoro	White rata	<i>Metrosideros perforata</i>
Aruhe	Fernroot (bracken)	<i>Pteridium aquilinum var. esculentum</i>
Harakeke	New Zealand flax	<i>Phormium tenax, Phormium cookianum</i>
Heketara	Heketara	<i>Olearia rani</i>
Hinau	Hinau	<i>Elaeocarpus dentatus</i>
Horoeka	Lancewood	<i>Pseudopanax crassifolius</i>
Houhi	Mountain ribbonwood	<i>Hoheria lyalli and H. glabrata</i>
Hutu	Hutu	<i>Ascarina lucida</i>
Inaka	Inaka	<i>Dracophyllum longifolium var.</i>
Kaatote	Soft tree fern	<i>Cyathea smithii</i>
Kahikatea	Kahikatea/White pine	<i>Dacrycarpus dacrydioides</i>
Kaikawaka (Pa hautea)	Kaikawaka	<i>Libocedrus bidwillii</i>
Kamaha	Kamaha	<i>Weinmannia racemosa</i>
Kanuka	Kanuka	<i>Kunzea ericoides</i>
Kapuka	Broadleaf	<i>Griselinia littoralis</i>
Kapungawha	Kapungawha	<i>Schoenoplectus tabernae-montani</i>
Karaeopirita	Supplejack	<i>Ripogonum scandens</i>
Karaka	New Zealand laurel/Karaka	<i>Corynocarpus laevigata</i>
Karamu	Coprosma	<i>Coprosma lucinda, Coprosma propinqua spp. propinqua</i>
Karo	Karo	<i>Pittosporum crassifolium</i>
Kawakawa	Kawakawa	<i>Macropiper excelsum</i>
Kiekie	Kiekie	<i>Freycinetia banksii</i>
Kiokio	Cliff kiokio	<i>Blechnum triangularifolium</i>
Kohekohe	Kohekohe	<i>Dysoxylum spectabile</i>
Kohia	New Zealand passionfruit	<i>Passiflora tetrandra</i>

CULTURAL REDRESS SCHEDULE

Maori Name	Common Name	Formal Name
Koromiko/Kokomuka	Koromiko	<i>Hebe stricta</i>
Kotukutuku	Tree fuchsia	<i>Fuchsia excorticata</i>
Kowhai/Kohai	Kowhai	<i>Sophora microphylla</i>
Mahoe	Mahoe	<i>Melicytus ramiflorus</i>
Maire	Black maire	<i>Nestegis cunninghami</i>
Mamaku	Tree fern	<i>Cyathea medullaris</i>
Mania	Sedge	<i>Carex flagellifera</i>
Manukaa	Tea-tree	<i>Leptospermum scoparium</i>
Mapou	Maupo	<i>Myrsine australis</i>
Matai	Matai/Black pine	<i>Prumnopitys taxifolia</i>
Mingimingi	Mingimingi	<i>Leucopogon fasciculatus</i>
Miro	Miro/Brown pine	<i>Prumnopitys ferruginea</i>
Ngaio	Ngaio	<i>Myoporum laetum</i>
Nikau	New Zealand palm	<i>Rhopalostylis sapida</i>
Paanako	Celery fern	<i>Botrychium australe and B. biforme</i>
Parataniwha	Parataniwha	<i>Elatostema rugosum</i>
Pingao	Pingao	<i>Desmoschoenus spiralis</i>
Piripiri	Bidibid	<i>Acaena</i>
Pohutukawa	Pohutukawa	<i>Metrosideros excelsa</i>
Pokaka	Pokaka	<i>Elaeocarpus hookerianus</i>
Ponga/Poka	Silver tree fern	<i>Cyathea dealbata</i>
Pukatea	Pukatea	<i>Laurelia novae-zelandiae</i>
Purua	Purua grass	<i>Bolboschoenus fluviatilis</i>
Ramarama	Ramarama	<i>Lophomyrtus bullata</i>
Raupo	Bullrush	<i>Typha angustifolia-orientalis</i>
Rautawhiri/Kohuhu	Kohuhu	<i>Pittosporum tenuifolium</i>
Rewarewa	Rewarewa	<i>Knightia excelsa</i>
Rimu	Rimu/Red pine	<i>Dacrydium cupressinum</i>
Taramea	Speargrass/Spaniard	<i>Aciphylla spp.</i>
Tarata	Lemonwood	<i>Pittosporum eugenioides</i>
Tauhinu	Tauhinu	<i>Cassinia leptophylla</i>
Taupata	Taupata	<i>Coprosma repens</i>

CULTURAL REDRESS SCHEDULE

Maori Name	Common Name	Formal Name
Tawa	Tawa	<i>Beilschmiedia tawa</i>
Ti Kouka	Cabbage tree	<i>Cordyline australis</i>
Toetoe	Toetoe	<i>Cortaderia fulvida, c. splendens, c.toetoe</i>
Totara	Totara	<i>Podocarpus totara</i>
Tuhara	Tuhara	<i>Machaerina sinclairii</i>
Tutu	Tutu	<i>Coriaria spp.</i>
Wharangi	Wharangi	<i>Melicope ternata</i>
Wharariki	Mountain flax	<i>Phormium cookianum</i>
Whinau	Hinau	<i>Elaeocarpus dentatus</i>
Wi	Silver tussock	<i>Poa cita</i>
Wiwi	Rushes	<i>Juncus all indigenous juncus spp., J. maritimus</i>

Mammals

Maori Name	Common Name	Formal Name
Kekeno	New Zealand fur seal	<i>Arctocephalus forsteri</i>
Paikea	Humpback whale	<i>Megaptera novaeangliae</i>
Paraoa	Sperm whale	<i>Physeter macrocephalus</i>
Tohora	Southern right whale	<i>Balaena australis</i>

Reptile

Ngangara	Common gecko	<i>Hoplodactylus maculatus</i>
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CULTURAL REDRESS SCHEDULE

Birds

Maori Name	Common Name	Formal Name
Kahu	Australasian harrier	<i>Circus approximans</i>
Kaka	North Island kaka	<i>Nestor meridionalis septentrionalis</i>
Kakariki	New Zealand parakeet	<i>Cyanoramphus spp.</i>
Kakaruai	Robin	<i>Petroica australis australis</i>
Karaearea	New Zealand falcon	<i>Falco novaeseelandiae</i>
Kararo	Black backed gull	<i>Larus dominicanus</i>
Kawau	Black shag	<i>Phalacrocorax carbo</i>
Koau	Little shag	<i>Phalacrocorax melanoleucos brevirostris</i>
Koekoea	Long-tailed cuckoo	<i>Eudynamys taitensis</i>
Kokako	North Island kokako	<i>Callaeas cinera wilsoni</i>
Koparapara/Korimako	Bellbird	<i>Anthonis melanura melanura</i>
Korara	Blue penguin	<i>Eudyptula minor</i>
Kotare	New Zealand kingfisher	<i>Halcyon sancta</i>
Kotuku	White heron	<i>Egretta alba</i>
Kereru	New Zealand wood pigeon	<i>Hemiphaga novaeseelandiae</i>
Kuruwhengu/ Kuruwhengi	New Zealand shoveler	<i>Anas rhynchotis</i>
Matata	North Island fernbird	<i>Bowdleria punctata vealeae</i>
Miromiro	Tomtit	<i>Petroica macrocephala toitoi</i>
Parera	Grey duck	<i>Anas superciliosa</i>
Pihoihoi	New Zealand pipit	<i>Anthus novaeseelandiae</i>
Pipiwharauoa	Shining cuckoo	<i>Chrysococcyx lucidus</i>
Piwakawaka	Fantail	<i>Rhipidura fuliginosa placabilis</i>
Poaka	Pied stilt	<i>Himantopus himantopus</i>
Pukeko	Pukeko	<i>Porphyrio porphyrio</i>
Putakitaki	Paradise shelduck	<i>Tadorna variegata</i>
Riroriro	Grey warbler	<i>Gerygone igata</i>
Ruru koukou	Morepork	<i>Ninox novaeseelandiae</i>
Tataeko, tataiao	White-fronted tern	<i>Sterna striata</i>

CULTURAL REDRESS SCHEDULE

Maori Name	Common Name	Formal Name
Taranui	Caspian tern	<i>Sterna caspia</i>
Tete	Grey teal	<i>Anas gracilis</i>
Titi	Sooty	<i>Puffinus griseus</i>
To be confirmed	Westland petrel	<i>Procellaria westlandica</i>
To be confirmed	Fairy prion	<i>Pachyptila turtur</i>
To be confirmed	Broad billed prion	<i>Pachyptila vittata</i>
To be confirmed	White-faced storm petrel	<i>Pelagodroma marina</i>
Tititi	North Island rifleman	<i>Acanthisitta chloresgranti</i>
Tui	Tui	<i>Prothemadera novaeseelandiae</i>
Whiowhio	Blue duck	<i>Hymenolaimus malacorhynchos</i>
Kiwi	North Island brown kiwi	<i>Apteryx australis mantelli</i>
To be confirmed	Silvereye	<i>Zosterops l. lateralis</i>
Moriorio, poporoihewa, popotea, porihewa	Whitehead	<i>Mohoua albicilla</i>

## PART 11

## TABLE A

## TAONGA FISH SPECIES (DEPARTMENT OF CONSERVATION)

## Freshwater Fish and Shellfish

Maori Name	Common Name	Formal Name
Inanga	Minnow	<i>Galaxias maculatus</i>
Kakahe	Freshwater mussel	<i>Hyridella menziesi</i>
Koaro	Mountain trout	<i>Galaxias brevipinnis</i>
Kokopu	Giant bully	<i>Gobiomorphus gobioides</i>
Kowaro	Brown mudfish	<i>Neochanna apoda</i>
Ngaore	Common smelt	<i>Retropinna retropinna</i>
Piharau	Lamprey	<i>Geotria australis</i>
Piripiripohatu	Torrentfish	<i>Cheimarrichthys fosteri</i>
Taiwharu	Giant kokopu	<i>Galaxias argenteus</i>
Upokororoa	Greyling	<i>Prototroctes oxyrhynchus</i>
Waikoura	Freshwater crayfish	<i>Paranephrops planifrons</i>

**TABLE B**

**TAONGA FISH SPECIES (MINISTRY OF FISHERIES)**  
Fish Species

Maori Name	Common Name	Formal Name
Hapuka	Groper	<i>Polypion oxygenios</i>
Kaeo	Sea tulip	<i>Pyura pachydermatum</i>
Kahawai	Sea trout	<i>Arripus trutta</i>
Kanae	Mullet	<i>Mugil cephalus</i>
Koeke	Common shrimp	<i>Palaemon affinis</i>
Marari	Butterfish	<i>Odax pullus</i>
Moki	Blue moki	<i>Latridopsis ciliaris</i>
Paraki/Ngaiorre	Common smelt	<i>Retropinna retropinna</i>
Para	Frostfish	<i>Lepidopus caudatus</i>
Patiki mohoa	Black flounder	<i>Rhombosolea retiaria</i>
Patiki rore	New Zealand sole	<i>Peltorhamphus novaezeelandiae</i>
Patiki tore	Lemon sole	<i>Pelotretis flavilatus</i>
Patiki totara	Yellowbelly	<i>Rhombosolea leporina</i>
Patiki	Sand flounder	<i>Rhombosolea plebeia</i>
Patukituki	Rock Cod	To be confirmed
Pioke	School shark/rig	<i>Galeorhinus galeus</i>
Reperepe	Elephant fish	<i>Callorhynchus millii</i>
Tuna heke	Eel – long finned	<i>Anguilla dieffenbachii</i>
Tuna roa	Eel – short finned	<i>Anguilla australis</i>
Wheke	Octopus	<i>Octopus maorum</i>
Koiro, ngoiro, totoke, hao, ngoio, ngoingoi, putu	Conger eel	<i>Conger verreauxi</i>
Koura	Crayfish	<i>Jasus edwardsii</i>
Koura	Rock lobster	To be confirmed
Kaunga	Hermit crab	<i>Pagurus novaeseelandiae</i>
Papaka parupatu	Mud crab	<i>Helice sp.</i>
Papaka	Paddlecrab	<i>Ovalipes catharus</i>
To be confirmed	Sea anemone	<i>Cnidaria group</i>
rore, rori	Sea cucumber	<i>Stichopus mollis</i>
Patangatanga, patangaroa, pekapeka	Starfish	<i>Echinoderms</i>



CULTURAL REDRESS SCHEDULE

Shellfish

Maori Name	Common Name	Formal Name
Kina	Kina	<i>Evechinus chloroticus</i>
Kutae/Kuku	Green lipped mussel	<i>Perna canaliculus/mytilus edulis</i>
Kutae/Kuku	Blue mussel	<i>Perna canaliculus/mytilus edulis</i>
Paua	Paua – black foot (Abalone)	<i>Haliotis iris</i>
To be confirmed	Paua – yellow foot	<i>Haliotis australis</i>
Pipi/kakahi	Pipi	<i>Paphies australe</i>
Pupu	Pupu	<i>Turbo smaragdus/ zediloma spp</i>
Purimu	Surfclam	<i>Dosinia anus, Paphies donacina, Mactra discor, Mactra murchsoni, Spisula aequilateralis, Basina yatei, or Dosinia subrosa</i>
Rori	Seasnail	To be confirmed
Tuangi	Cockle	<i>Austrovenus stutchburgi</i>
Tuatua	Tuatua	<i>Paphies subtriangulata, Paphies donacina</i>
Waharoa	Horse mussel	<i>Atrina zelandica</i>
Waikaka	Mudsnail	<i>Amphibola crenata, Turbo smaragdus, Zedilom spp.</i>
Karauria, ngakihi, tio, repe	Rock oyster	<i>Crassostrea glomerata</i>
Kuakua, pure, tipa, tipai, kopa	Scallop	<i>Pecten novaezelandiae</i>

TABLE C

RFR Shellfish Species

Maori Name	Common Name	Formal Name
Kina	Kina	<i>Evechinus chloroticus</i>
Purimu	Surfclam	<i>Dosinia anus, Paphies donacina, Mactra discor, Mactra murchsoni, spisula aequilateralis, Basina yatei or Dosinia subrosa</i>

**PART 12**

**PLACE NAMES**

<i>Existing Place Name</i>	<i>Amended Place Name</i>
Mangimangi Stream	Mangemange Stream
Lake Kaikura	Lake Pipiri

<i>Names to be allocated by Ngaati Ruanui to sites presently not named</i>	<i>Location</i>
Whitikau	NZMS 260 sheet 21 New Zealand map grid co-ordinates 336 610
Maraeroa	NZMS 260 sheet 21 New Zealand map grid co-ordinates 445 817
Te Ramanui	NZMS 260 sheet 21 New Zealand map grid co-ordinates 188 790

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**COMMERCIAL REDRESS SCHEDULE**

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PART 1

PROPERTIES THAT MAY BE TRANSFERRED ON SETTLEMENT

PropNo	Street	City/Town	Physical Description	Legal Description	Title Ref	Land Area (ha)	Vendor
342	54 Brecon Road	Stratford	3 bedroom house	Lot 1 DP 18759	K2/375	0.089400001	MOE
343	Cardiff Road/ Pembroke Road	Stratford	3 bedroom house	Lot 1 DP 18537 Blk 1 Ngaere SD	K1/972	0.127000004	MOE
345	151 Glover Road	Hawera	former MAF brucellosis laboratory	Pt Lot 2 DP 6800 & Lot 2 DP 10582	J1/802	0.230100006	MAF
432	Glover Road (NP 596)	Hawera	railway station L&B	Lot 1 DP 18099	J4/714	0.204300001	LINZ/Railways
435	Broadway (NP 574)	Stratford	commercial land (Bldgs leased)	Lot 20 DP 5264	J1/801	0.0147	LINZ/Railways
442	Glover Road (NP 813)	Hawera	vacant land	Lot 3 DP 18099	J4/716	0.334899992	LINZ/Railways
667	Broadway (NP 563)	Stratford	2 storey commercial building	Lot 3&4 DP9800 & Lot 7 DP 5264	B2/144	0.044599999	LINZ/Railways
724	Austin Road	Hawera	former Agresearch dairy farm	Te Rua O te Moko 2A1 Block and Lot 1 DP 8143 and pt sec 2, Patea District	CT J3/383	49.32109833	AgResearch
1032	35 Morrissey Street	Hawera	ex-school	Section 5 Town of Hawera & Section 1 SO Plan 10405 Taranaki Land Registry	J1/993	0.175300002	MOE

COMMERCIAL REDRESS SCHEDULE

PropNo	Street	City/Town	Physical Description	Legal Description	Title Ref	Land Area (ha)	Vendor
451	Patea Hospital	Patea	unused hospital	Lot 1,DP4387:Lt 1DP5196:Lt2DP6036:Sec1&Pt Sec2BlkXLII, Town of Patea	108/51,133/289,151/180,170/9,A3/110	2.207999945	Taranaki Healthcare
206	Egmont Street,	Patea	6 kaumatua flats and 1 house	Lot 1 and 2 DP 12229	E1/538 and 539	0.2771	TPK
29	Norfolk Street	Patea	6 kaumatua flats (in 2 blocks)	Lots 2 and 3 DP6943	173/88	0.1309	TPK
1102	43 Hunter Street	Hawera	4 bedroom dwelling	Lot 5 DP17096	J2/8	0.1363	Taranaki Healthcare
1128	16 Regan Street	Stratford	3 bedroom dwelling	Lot 2 DP9834	L1/631	0.0772	MOE
1139	49 Pembroke Street	Stratford	3 bedroom dwelling	Lot 6 DP7862	Gaz 1978 p 1190	0.0759	MOE
1140	94A Swansea Street	Stratford	3 bedroom dwelling	Sub-division 9 of Pt Sec 84 Blk II Ngaere Survey District	Gaz 1957 0 570	0.1012	MOE
338	Muggeridge Rd RD2	Manutahi	ex-school	Prt Sec 9 Manutahi T/S	K3/557	1.28	MOE
1145	47 Waihi Rd	Hawera	ex-medical centre	Lot 2 DP 17096	J2/5	0.1516	Taranaki Healthcare

**PART 2**

**PROPERTIES THAT MAY BE TRANSFERRED ON SETTLEMENT AND LEASED BACK**

Street	City/Town	CT Ref	Area	Lot No	Owner Name	Purpose
<b>Education</b>						
BALL ROAD	HAWERA	C1/917	1.2662	0007	EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
		C1/917	1.2662		EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
		C1/917	1.2662		EDUCATION BOARD OF THE DISTRICT OF TARANAKI	school site
MORRISSEY STREET	HAWERA	H3/568	959		HER MAJESTY THE QUEEN	teachers residence
MORRISSEY STREET	HAWERA	J1/993	1753		HER MAJESTY THE QUEEN	technical institute
EDINBURGH STREET	PATEA	J3/469	894		HER MAJESTY THE QUEEN	teachers hostel
		J3/707	978		HER MAJESTY THE QUEEN	technical school
MANAWAPOU ROAD	HAWERA	K1/287	4358		HER MAJESTY THE QUEEN	technical school
	HAWERA	102/268	5787	0007A	EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
CONWAY & MOUNTAIN	ELTHAM	110/99	3.7889	0002	EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
		110/99	3.7889		EDUCATION BOARD OF THE DISTRICT OF TARANAKI	

COMMERCIAL REDRESS SCHEDULE

Street	City/Town	CT Ref	Area	Lot No	Owner Name	Purpose
<b>Education (continued)</b>						
WHAREROA ROAD	HAWERA	116/72	1.2141	0001	EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
		116/72	1.2141	0001	EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
		116/72	1.2141		EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
VICTORIA STREET	PATEA	117/113	2.0062		HER MAJESTY THE QUEEN	public school
SOUTH ROAD	PATEA	139/262	1.6187	0003	EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
		139/262	1.6187		EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
		139/262	1.6187		EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
BOYLAN ROAD	HAWERA	144/164	1.2222	0003	EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
		144/164	1.2222		EDUCATION BOARD OF THE DISTRICT OF TARANAKI	public school
ELTHAM & MANGAWHERO	ELTHAM	156/217	3.8195	0096	EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
		156/217	3.8195		EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
		156/217	3.8195		EDUCATION BOARD OF THE DISTRICT OF TARANAKI	



COMMERCIAL REDRESS SCHEDULE

Street	City/Town	CT Ref	Area	Lot No	Owner Name	Purpose
<b>Education (continued)</b>						
FAIRFIELD/ MANAWAPOU RD	HAWERA	170/25	3.8427	0003	EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
		170/25	3.8427		EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
HUNTER STREET	NORMANBY	174/91	2392	0707	EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
		174/91	2392		EDUCATION BOARD OF THE DISTRICT OF TARANAKI	school site
KAHAROA ROAD	PATEA	22/233	3.2375	0067	EDUCATION BOARD OF THE DISTRICT OF WANGANUI	
		22/233	3.2375		EDUCATION BOARD OF THE DISTRICT OF WANGANUI	
SOUTH ROAD	PATEA	25/25	5.3039	0189	EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
		25/25	5.3039		EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
		25/25	5.3039		EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
	PATEA	26/76	2.2662	0041	EDUCATION BOARD OF THE DISTRICT OF WANGANUI	
		26/76	2.2662		EDUCATION BOARD OF THE DISTRICT OF WANGANUI	
FITZROY & CHUTE STREETS	NORMANBY	3/51	835	0219	EDUCATION BOARD OF THE DISTRICT OF TARANAKI	

COMMERCIAL REDRESS SCHEDULE

Street	City/Town	CT Ref	Area	Lot No	Owner Name	Purpose
Education (continued)						
		3/51	835		EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
FRASER/ TIROTIROMOANA	HAWERA	36/145	1.2141	0001	EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
		36/145	1.2141		EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
ELTHAM & KIWI	PUNEHU	47/98	1.6187	0021	EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
		47/98	1.6187	0022	EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
		47/98	1.6187	0023	EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
		47/98	1.6187	0028	EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
		47/98	1.6187		EDUCATION BOARD OF THE DISTRICT OF TARANAKI	public school
SOUTH ROAD	HAWERA	55/204	1.0928	0536	EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
		55/204	1.0928		EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
OHANGI ROAD	HAWERA	63/97	1.1888	0001	EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
		63/97	1.1888		EDUCATION BOARD OF THE DISTRICT OF TARANAKI	

COMMERCIAL REDRESS SCHEDULE

Street	City/Town	CT Ref	Area	Lot No	Owner Name	Purpose
<b>Education (continued)</b>						
MAIN SOUTH ROAD	PATEA	65/87	8094	0002	EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
		65/87	8094		EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
ELTHAM/KIWI	PUNEHU	156/220	1.2141	0042	EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
		156/220	1.2141		EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
		156/220	1.2141		EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
CARDIFF ROAD	CARDIFF	184/95	2.2637	0067A	EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
		184/95	2.2637		EDUCATION BOARD OF THE DISTRICT OF TARANAKI	school site
KAHAROA ROAD	PATEA	22/233	3.2375	0067	EDUCATION BOARD OF THE DISTRICT OF WANGANUI	
		22/233	3.2375		EDUCATION BOARD OF THE DISTRICT OF WANGANUI	
SOUTH ROAD	HAWERA	133/286	1.3466	0058	EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
		133/286	1.3466	0059	EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
		133/286	1.3466	0060	EDUCATION BOARD OF THE DISTRICT OF TARANAKI	

COMMERCIAL REDRESS SCHEDULE

Street	City/Town	CT Ref	Area	Lot No	Owner Name	Purpose
<b>Education (continued)</b>						
		133/286	1.3466	0061	EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
		133/286	1.3466	0062	EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
		133/286	1.3466	0063	EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
		133/286	1.3466	0064	EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
		133/286	1.3466	0065	EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
		133/286	1.3466	0066	EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
		133/286	1.3466	0067	EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
		133/286	1.3466	0068	EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
		133/286	1.3466	0189	EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
		133/286	1.3466		EDUCATION BOARD OF THE DISTRICT OF TARANAKI	
<b>Courts</b>						
PRICES STREET	HAWERA	J4/9	1214	9	HER MAJESTY THE QUEEN	Justice

## PART 3

### VALUATION PROCESS

#### *Definitions and interpretation*

3.1 In this **Part 3** unless the context otherwise requires:

**"Arbitrator"** means a member of the panel established under **paragraph 3.12**;

**"Arbitrated Property"** has the meaning set out in **paragraph 3.10**;

**"Selected Properties"** means:

- (a) the Selected Land Bank Properties (as defined in **paragraph 3.3.1**); and
- (b) the Selected Leaseback Properties (as defined in **paragraph 3.3.2**);

and **"Selected Property"** means any one of them;

**"Market Value"** means the estimated amount for which an asset should, if being transferred, be transferred on the Valuation Date from a willing seller to a willing buyer in an arm's length transaction, after proper marketing with each party to the transfer acting knowledgeably, prudently and without compulsion. In applying this definition to any Selected Property, the following matters shall be taken into account:

- (a) any encumbrances or interests or other matters affecting or benefitting the Selected Property as are noted on the certificate of title for that Selected Property on the Valuation Date or as are disclosed in writing by the Crown, provided that the Valuer shall not take into account any claim by, or on behalf of, Ngaati Ruanui over that property;
- (b) the terms of transfer; and

the value is to be on a plus GST (if any) basis;

**"Valuer"** means, for each Party, the valuer/s appointed by it in accordance with **paragraph 3.5.1**;

**"Valuation Date"** means the date being 30 Business Days before the date anticipated by the Parties to be the Deed Date;

**"Valuation Report"** means the valuation report prepared by the Valuer appointed by the Mandated Representatives of Ngaati Ruanui, or by the Crown, or by the Parties jointly, in each case in accordance with this **Part 3**.

- 3.2 In this **Part 3**, all references to paragraphs are to paragraphs of this Schedule and all references to clauses are to clauses of the Heads of Agreement, in each case unless the context otherwise requires.

***Selected Properties***

- 3.3 As soon as reasonably practicable after this Heads of Agreement is signed:
- 3.3.1 the Mandated Representatives of Ngaati Ruanui will select, and will notify the Crown in writing of those Land Bank Properties which, under **clause 5.3**, they wish to be valued in accordance with this **Part 3 ("Selected Land Bank Properties")** and, once valued, from which the Mandated Representatives of Ngaati Ruanui will select the properties they wish the Crown to transfer to Ngaati Ruanui on the Settlement Date; and
  - 3.3.2 the Parties will in accordance with **clauses 5.4 and 5.5**, discuss in good faith and agree the terms and conditions of lease for, and which of, the Leaseback Properties that will be valued in accordance with this **Part 3 ("Selected Leaseback Properties")** and, once valued, from which the Mandated Representatives of Ngaati Ruanui will select the properties they wish the Crown to transfer to Ngaati Ruanui on, and which Ngaati Ruanui will leaseback to the Crown on the lease terms agreed under **clause 5.4** from, the Settlement Date.
- 3.4 Each of the Selected Properties will:
- 3.4.1 before being valued, be grouped by the Parties into the following categories:
    - (a) Selected Properties which the Parties agree shall be valued by a Valuer jointly appointed by the Parties (but excluding properties with an estimated value of over \$300,000); and
    - (b) Selected Properties which have an estimated value of over \$300,000, or which the Parties wish to be valued by each Party's Valuer, or which the Parties cannot agree on a joint valuation under **paragraph 3.4.1(a)**; and
  - 3.4.2 once categorised, be valued as at the Valuation Date, on the basis set out in this **Part 3**.

***Appoint Valuers and Agree Valuation Methodology***

- 3.5 Each Party will, as soon as reasonably practicable after this Heads of Agreement is signed:
- 3.5.1 appoint a valuer or valuers who, in each case, is registered under the Valuers Act 1948 and holds a current annual practising certificate and who is active in the market for the relevant category of Selected Property to assess in

accordance with this **Part 3** the Market Value of each Selected Property which the appointing Party requests it to value. The terms and conditions of such appointment shall be consistent with, and enable the appointing Party to comply with the process and obligations contemplated by, this **Part 3** and each Party will bear the costs of its Valuer (unless the Valuer is appointed jointly, in which case the parties will share equally the Valuer's costs);

- 3.5.2 notify the other Party of the identity of its Valuer and the Selected Properties in respect of which that Valuer is appointed.
- 3.6 The Parties will, as soon as reasonably practicable after the appointments under **paragraph 3.5**, agree prior to valuation and, in conjunction with their Valuers, the valuation methodologies that shall apply to the valuation (and in particular to assessing the Market Value) of the Selected Properties and, failing agreement, these shall be determined by arbitration under **paragraphs 3.10 to 3.16**.

***Valuation Report***

- 3.7 Each Valuation Report provided by a Valuer shall:
- 3.7.1 include an assessment of the Market Value of the Selected Property being valued as at the Valuation Date, which in the case of a Selected Leaseback Property shall include the terms of the lease;
- 3.7.2 meet the minimum requirements set out in Section 5 of the "New Zealand Institute of Valuers Valuation Standard 1: Market Value Basis of Valuation" and any other relevant standards that are consistent with the requirements of this **Part 3**;
- 3.7.3 include an executive summary containing:
- (a) a summary of the valuation along with key valuation parameters;
  - (b) a summary of key issues affecting value, if any;
  - (c) the name of the Valuer and his or her firm; and
  - (d) the signature of the Valuer and lead valuer (if applicable);
- 3.7.4 include a property report based on the standard referred to in **paragraph 3.7.2**; and
- 3.7.5 attach appendices setting out:
- (a) a statement of valuation methodology and policies; and
  - (b) relevant market and sales information.

***Valuation of Properties by Jointly Appointed Valuer***

- 3.8 For each Selected Property which, under **paragraph 3.4.1(a)**, the Parties agree is to be valued by a jointly appointed Valuer:
- 3.8.1 the Valuer shall inspect the property and prepare, and present to each Party no later than 10 Business Days after the Valuation Date, a Valuation Report that complies with **paragraph 3.7**; and
- 3.8.2 the Valuation Report, and in particular the Market Value assessed for the property, shall be final and binding on the Parties.

***Valuation of Properties by Each Party's Valuer***

- 3.9 For each Selected Property which, under **paragraph 3.4.1(b)**, is to be valued by each Party's Valuer:
- 3.9.1 the Valuer shall inspect the property, and prepare and present to each Party no later than 10 Business Days after the Valuation Date, a Valuation Report that complies with **paragraph 3.7**;
- 3.9.2 each Party will promptly review, and seek to negotiate and agree, a final valuation based on the Valuation Report provided by the other Party's Valuer;
- 3.9.3 if the Parties are satisfied with the Market Value assessed by these Valuation Reports (in other words, the Market Values are the same or, if not the same, the Parties can readily negotiate and agree in writing a Market Value (and any related valuation basis) satisfactory to both Parties), then the Valuation Report, and in particular the agreed Market Value, will be final and binding on both Parties; and
- 3.9.4 if the Parties are not satisfied with the Market Value assessed by these Valuation Reports (in other words, the Market Values are not the same and the Parties cannot readily agree a Market Value (and any related valuation basis) satisfactory to both Parties), then the arbitration provisions in **paragraphs 3.10 to 3.16** will apply to determine the Market Value of that property.

***Arbitration of Disputed Market Values***

- 3.10 If within 5 Business Days of the valuers presenting the valuation reports for a Selected Property under **paragraph 3.9.1**, the Parties cannot agree a Market Value, then that property (the "**Arbitrated Property**") shall be:
- 3.10.1 allocated by the Parties to an Arbitrator; or



3.10.2 if the Parties cannot agree on an Arbitrator, to an Arbitrator selected by the President of the New Zealand Institute of Valuers; and

valued by that Arbitrator in accordance with **paragraphs 3.10 to 3.16**.

**Principles applying to arbitration**

3.11 The following principles apply to any arbitration, and the allocating of Arbitrated Properties to an Arbitrator:

3.11.1 Arbitrated Properties which have similar characteristics, and/or are in reasonably close proximity and/or to which similar market conditions apply and/or which are owned by the same person should be allocated to one Arbitrator;

3.11.2 as few Arbitrators as possible are to be used;

3.11.3 the Market Value for all Arbitrated Properties must be determined as at the Valuation Date and the arbitration completed no later than 5 Business Days before the Deed Date;

3.11.4 neither party will involve legal counsel in the conduct of arbitration (unless agreed otherwise); and

3.11.5 the parties will share equally the Arbitrator's costs.

**Panel of Arbitrators**

3.12 As soon as reasonably practicable after the Heads of Agreement is signed, the Parties will:

3.12.1 establish a panel of 4 persons who are independent, who are considered to be experts in valuing the types of properties comprising the Land Bank Properties and the Leaseback Properties, who are ready, willing and able to act as arbitrators, and who each confirm in writing to the Parties that he or she agrees to act on the terms and conditions set out in this **Part 3** for determining the Market Value for an Arbitrated Property; and

3.12.2 each nominate half of the Arbitrators on the panel.

**Notice of meeting**

3.13 The Arbitrator shall, for each Arbitrated Property allocated to him or her under **paragraph 3.10**:

3.13.1 promptly notify the Parties of a meeting to be held between the Parties and their respective Valuers at a venue determined by the Arbitrator; and

3.13.2 in that notice, require the Parties to provide to the Arbitrator all information in their possession relating to the Market Value of the Arbitrated Property (being the Valuation Report in the case of a Leaseback Property in respect of which the terms and conditions of the lease agreed under **clause 5.4**), any sales evidence relating to the Arbitrated Property and any submission and/or expert evidence the Party wishes to provide) (and copied to each other Party) at least 5 Business Days before the meeting.

***Conduct of Meeting***

3.14 The Arbitrator shall hold the meeting on the specified date. At the meeting, the Arbitrator shall:

3.14.1 establish a procedure;

3.14.2 give each Party to the arbitration the right to examine, cross-examine and re-examine the Valuers and any other experts appointed by the other Party in relation to the information provided to the Arbitrator; and

3.14.3 in conducting the meeting, ensure that each Party's interests are fairly and equitably represented.

3.15 Within 5 Business Days of the meeting, the Arbitrator shall provide a written determination of the Market Value of each Arbitrated Property allocated to him or her and shall provide a copy to the Parties.

3.16 The Arbitrator's determination of the Market Value for each Arbitrated Property shall be:

3.16.1 final and binding on the Parties; and

3.16.2 no higher than the higher, and no lower than the lower, of the Market Value assessed by the Valuer for the Mandated Representatives of Ngaati Ruanui and the Crown's Valuer for that property.

***Valuation and Transfer of Properties***

3.17 Each Selected Property will be valued, and its Market Value determined, as at the Valuation Date.

3.18 Once the Market Value for each Selected Property has been determined, the Mandated Representatives of Ngaati Ruanui will select from, and notify the Crown which:

3.18.1 Selected Land Bank Properties it wishes the Crown to transfer to Ngaati Ruanui on the Settlement Date; and

3.18.2 Selected Leaseback Properties it wishes the Crown to transfer to Ngaati Ruanui on, and which Ngaati Ruanui will leaseback to the Crown on the lease terms agreed under **clause 5.4** from, the Settlement Date;-

(together, the "**Final Selected Properties**").

3.19 Each Final Selected Property will be transferred on the Settlement Date at the Market Value determined in accordance with this **Part 3** provided that:

3.19.1 for those Selected Properties (if any) which the Parties agree it is not possible to complete the valuation process and determine a Market Value by the Deed Date (both parties having used their best endeavours to achieve that):

(a) those Selected Properties will be valued as soon as possible after the Deed Date; and

(b) if selected by Ngaati Ruanui in accordance with **paragraph 3.18**, those Selected Properties shall be transferred at the Market Value determined in accordance with this **Part 3** on the Settlement Date, or (if the Market Value is not determined until after the Settlement Date) as soon as reasonably practicable after the Market Value is determined and, in that case, the Crown shall be entitled to retain from the Financial Redress a sum equivalent to the higher of the Market Value assessed by the Valuer for Ngaati Ruanui and by the Crown's Valuer and the Crown shall pay any adjustment to Ngaati Ruanui on settlement of the transfer of the relevant Property (except to the extent that the Crown may retain or deduct any part of such sum under this Heads of Agreement or at law);

3.19.2 if the Deed Date is more than six months after the date which, for the purpose of setting the Valuation Date, the parties anticipated would be the Deed Date, then the Parties may agree adjustments to the Market Value of each Selected Property to reflect changes in the market for such property between the Valuation Date and the Deed Date. Failing agreement, any such adjustment shall be determined by arbitration under **paragraphs 3.10 to 3.16**; and

3.19.3 The Market Value of a Final Selected Property may be adjusted in accordance with any adjustment provisions as may be agreed by the Parties in the terms of transfer relating to that property.

## PART 4

### TERMS AND CONDITIONS OF RIGHT OF FIRST REFUSAL

#### DEFINITIONS AND INTERPRETATION

4.1 In this **Part 4** of the **Commercial Redress Schedule** unless the context otherwise requires:

**"Control"**, for the purposes of **sub-paragraph (d)** of the definition of Crown Body in this Part, means:

- (a) in relation to a company, control of the composition of the board of directors of the company; and
- (b) in relation to any other body, control of the composition of the group that would be the board of directors if the body was a company;

**"Crown Body"** means:

- (a) the Crown (whether acting through a Minister or otherwise);
- (b) a Crown entity (as defined in the Public Finance Act 1989) and includes the New Zealand Railways Corporation;
- (c) a State enterprise (as defined in the State-Owned Enterprises Act 1986); or
- (d) any company or body which is wholly-owned or controlled by the Crown, and/or a Crown entity or a State enterprise or a combination of the Crown, a Crown entity or Crown entities and/or a State enterprise or State enterprises, including any subsidiary or related company to any such company or body;

**"Dispose"** means:

- (a) to transfer an estate in fee simple; or
- (b) to grant a new Lease the term of which, including rights of renewal or of extension contained in the Lease or otherwise granted to the lessee is, or could be, for 50 years or longer;

**"Expiry Date of an RFR Notice"** and **"Expiry Date"** mean the date 1 month after an RFR Notice is received by Ngaati Ruanui;

**"Lease"** includes any right which grants exclusive possession;

**"RFR Notice"** and **"Notice"** means a notice under **paragraph 4.3**;

"**RFR Property**" and "**Property**" mean any property over which the Crown gives a right of first refusal on Settlement under **clause 5.9** and includes any improvements on the property owned by the Crown (except those improvements excluded in the relevant RFR Notice);

"**RFR Settlement Date**" means the date for settlement of the sale and purchase of any RFR Property under any contract constituted under **paragraph 4.5**, being (unless otherwise agreed in writing):

- (a) the settlement date nominated by the Crown in the Crown's RFR Notice (being a date not less than 20 Business Days after the Expiry Date of the Notice); or
- (b) if no such date is nominated, on the 20<sup>th</sup> Business Day after the date of acceptance by Ngaati Ruanui of the offer set out in the relevant RFR Notice.

4.2 In this **Part 4** all references to paragraphs are to paragraphs of this Schedule, and all references to clauses are to clauses of the Heads of Agreement, unless the context otherwise requires.

#### **NOTICE TO BE GIVEN BEFORE DISPOSING OF AN RFR PROPERTY**

4.3 The Crown must, before Disposing of an RFR Property, give a written notice to Ngaati Ruanui which offers to Dispose of the RFR Property to Ngaati Ruanui at the price and on the terms and conditions set out in the RFR Notice.

4.4 The Crown may withdraw any notice given to Ngaati Ruanui under **paragraph 4.3** at any time before Ngaati Ruanui accept the offer in that notice as provided in **paragraph 4.5**.

#### **AGREEMENT TO PURCHASE AN RFR PROPERTY**

4.5 If Ngaati Ruanui within 1 month after receiving an RFR Notice accepts the offer set out in the RFR Notice by notice in writing to the Crown, a contract for the sale and purchase of the RFR Property is constituted between the Crown and Ngaati Ruanui.

#### **NON-ACCEPTANCE BY NGAATI RUANUI**

4.6 If:

4.6.1 the Crown gives Ngaati Ruanui an RFR Notice; and

4.6.2 Ngaati Ruanui does not accept the RFR Notice by notice in writing to the Crown by the Expiry Date of the Notice; -

the Crown:

4.6.3 may, at any time during the period of 2 years from that Expiry Date, Dispose of the Property if the price and other terms and conditions of the Disposal are

not more favourable to the purchaser than the price and other terms and conditions set out in the RFR Notice to Ngaati Ruanui; but

- 4.6.4 must, promptly after entering into an agreement to Dispose of the Property to a purchaser give written notice to Ngaati Ruanui of that fact and disclosing the terms of the agreement; and
- 4.6.5 must not Dispose of the Property after the end of that 2 year period without first offering the Property for sale to Ngaati Ruanui in an RFR Notice under **paragraph 4.3**.

#### **RE-OFFER REQUIRED**

4.7 If:

- 4.7.1 the Crown has given Ngaati Ruanui an RFR Notice;
- 4.7.2 Ngaati Ruanui does not accept the RFR Notice by notice in writing to the Crown by the Expiry Date of the Notice; and
- 4.7.3 the Crown proposes to offer that Property for Disposal again but at a price, or on other terms and conditions, more favourable to the purchaser or lessee than on the terms in the RFR Notice;

the Crown may do so only if it first offers the RFR Property for Disposal on more favourable terms to Ngaati Ruanui in an RFR Notice under **paragraph 4.3**.

#### **PROVISIONS OF THIS PART THAT APPLY TO A RE-OFFER**

4.8 **Paragraphs 4.5, 4.6 and 4.7** apply to any RFR Notice given under **paragraphs 4.6.5 or 4.7**.

#### **TERMS OF THIS PART NOT TO AFFECT CERTAIN RIGHTS AND RESTRICTIONS**

4.9 Nothing in this Part affects, or derogates from, the rights and obligations created by this Part and they are subject to:

- 4.9.1 the terms of any gift, endowment, or trust relating to any RFR Property existing before the Deed of Settlement is signed;
- 4.9.2 the rights of any holders of mortgages over, or of security interests in, any RFR Property ;
- 4.9.3 any legislation or rule of law that must be complied with before any RFR Property is Disposed of to Ngaati Ruanui;
- 4.9.4 any feature of the title to any RFR Property that prevents or limits the Crown's right to Dispose of the RFR Property to Ngaati Ruanui;

4.9.5 any legal requirement that:

- (a) limits the Crown's ability to sell or otherwise Dispose of an RFR Property to Ngaati Ruanui; and
- (b) the Crown cannot satisfy after taking reasonable steps to do so (and, for the avoidance of doubt, reasonable steps do not include changing the law);

4.9.6 any legal requirement under any legislation that the Crown must Dispose of an RFR Property to any third party.

**TERMS OF THIS PART DO NOT APPLY IN CERTAIN CASES**

4.10 **Paragraph 4.3** does not apply if the Crown is Disposing of an RFR Property to:

4.10.1 Ngaati Ruanui or a person to give effect to the Settlement;

4.10.2 a Crown Body, if that Crown Body takes the Property subject to the terms of this Part and enters into a deed (at the Crown's expense) in favour of Ngaati Ruanui to that effect;

4.10.3 a person who is entitled to receive an offer made under:

- (a) sections 40 or 41 of the Public Works Act 1981 (or those sections as applied by any other legislation);
- (b) sections 23(1) or 24(4) of the New Zealand Railways Corporation Restructuring Act 1990; or
- (c) section 207(4) of the Education Act 1989;

4.10.4 the existing tenant of a house on any Crown Property that is a Crown Property held on the Deed Date for education purposes by the Crown;

4.10.5 a person who had on the Deed Date a legal right to be offered or to take a Disposal of any Crown Property;

4.10.6 a person to whom the Crown Property is being Disposed of under any of the following enactments:

- (a) sections 16A or 24E of the Conservation Act 1987;
- (b) section 15 of the Reserves Act 1977;
- (c) sections 26 or 26A of the Reserves Act 1977;



## COMMERCIAL REDRESS SCHEDULE

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- (d) under any other Act where a reserve is being vested if:
  - (i) the reserve is vested in another person to hold and administer as a reserve under the Reserves Act 1977; and
  - (ii) the reserve would revert to the Crown if its status as a reserve was subsequently revoked;
- (e) an Act of Parliament that:
  - (i) excludes the land from a national park within the meaning of the National Parks Act 1980; and
  - (ii) authorises the land to be disposed of in consideration or part consideration for other land to be held or administered under the Conservation Act 1987 or the National Parks Act 1980 or the Reserves Act 1977; or
- (f) section 93(4) of the Land Act 1948;

4.10.7 the lessee under a lease of a Crown Property granted, on or before the Deed, Date under:

- (a) section 66 of the Land Act 1948;
- (b) section 67 of the Land Act 1948;
- (c) section 43 of the Land Act 1948;
- (d) section 93(4) of the Land Act 1948; or
- (e) the Crown Pastoral Lands Act 1998;

4.10.8 the lessee under any lease of Crown Property if such Disposal is constituted by:

- (a) any grant of a new lease to such lessee as required of the Crown under any right of renewal or option or other right of such lessee to take a further lease or renewal of lease under the provisions of such lease; or
- (b) any Disposal arising from any legal requirement on the Crown to consent to assignment or subletting or other parting with possession of the relevant Crown Property (or any part) at the request of the lessee or otherwise;



## COMMERCIAL REDRESS SCHEDULE

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- 4.10.9 the trustee or trustees of a community trust the object or principal object of which is to provide or arrange the provision of "services" within the meaning of the Health and Disability Services Act 1993;
- 4.10.10 a person to whom the land is being disposed of under:
- (a) section 117(3) of the Public Works Act 1981 (other than a person to whom the land is being Disposed of under the words "may be dealt with as Crown land under the Land Act 1948" in paragraph (b) of that section); or
  - (b) section 119(2) of the Public Works Act 1981;
- 4.10.11 a person to whom the Crown Property is being Disposed of by way of gift for charitable purposes;
- 4.10.12 a person who, immediately before the Disposal, holds a legal right created on or before the Settlement Date to purchase the RFR Property or be offered the first opportunity to purchase the RFR Property:
- (a) under the terms of any gift, endowment, or trust relating to the RFR Property, or
  - (b) under any legislation or rule of law; or
- 4.10.13 a person to whom the Crown Property is being Disposed of under section 355(3) of the Resource Management Act 1991;
- 4.11 A Crown Body, or a person, to whom an RFR Property is being Disposed of under **clause 4.9** or **clauses 4.10.3 to 4.10.13** (inclusive) is not required to enter into a deed under **paragraph 4.10.2**.
- 4.12 The trustee or trustees for the time being of a trust of the kind referred to in **paragraph 4.10.9** shall be treated as a Crown Body for the purposes of this **Part 4** in relation to any Crown Property disposed of to the trustee or trustees under that clause.
- 4.13 Nothing in this **Part 4**:
- 4.13.1 affects or derogates from the right of the Crown or a Crown Body to sell or dispose of a Crown Body or requires any offer to Ngaati Ruanui in respect of such sale or disposal before that Crown Body is sold or disposed of; or
  - 4.13.2 affects or derogates from the right of a Crown Body as transferee of any RFR Property to sell or Dispose of that RFR Property to any other Crown Body or Crown Bodies or back to the Crown, subject to the transferee entering into a deed (if applicable) in like terms as that referred to in **paragraph 4.10.2** (except where **paragraph 4.11** applies).

**NOTICE OF CERTAIN DISPOSALS**

- 4.14 The Crown will advise Ngaati Ruanui at agreed times and in an agreed manner of Disposals of RFR Properties under **paragraph 4.10**.

**TIME LIMITS**

- 4.15 Time is of the essence for all time limits imposed on the Crown and Ngaati Ruanui under this Part. The Crown and Ngaati Ruanui may agree in writing to an extension of time limits.

**ENDING OF RIGHT OF FIRST REFUSAL**

- 4.16 The obligations of the Crown set out in this Part shall end in respect of each RFR Property on a Disposal of that Property:

4.16.1 to Ngaati Ruanui; or

4.16.2 in accordance with **paragraph 4.6**; or

4.16.3 in accordance with **paragraph 4.10**.

- 4.17 The obligations of the Crown set out in this Part end 50 years after the Deed Date.

**DISPOSAL OF MORE THAN ONE PROPERTY**

- 4.18 Any offer made under **paragraph 4.3** may be in respect of more than one RFR Property but this Part shall apply to that offer as if all the RFR Properties included in the offer were a single RFR Property.

**WRITTEN NOTICE**

- 4.19 Except as expressly provided in this Part, any notice or other communication given under this Part to a Party shall be in writing addressed to that Party at the address or facsimile number from time to time notified by that Party in writing to the other Party.

**DELIVERY**

- 4.20 Delivery of a notice may be effected by hand, by registered mail or by facsimile.

**DELIVERED NOTICE**

- 4.21 A notice or other communication delivered by hand will be deemed to have been received at the time of delivery. However, if the delivery is not made on a Business Day or is made after 5.00 pm on a Business Day, then the notice or other communication will be deemed to have been delivered on the next Business Day.

**POSTED NOTICE**

- 4.22 A notice or other communication delivered by mail will be deemed to have been received on the second Business Day after posting.

**FACSIMILE NOTICE**

- 4.23 A notice or other communication sent by facsimile will be deemed to have been received on the day of transmission. However, if the date of transmission is not a Business Day or the transmission is sent after 5.00 pm on a Business day then the notice or other communication will be deemed to have been given on the next Business Day after the date of transmission.

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**INTERPRETATION SCHEDULE**

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## MEANING OF TERMS USED

1.1 In this Heads of Agreement, unless the context otherwise requires:

**"Business Day"** means a day on which registered banks are open for business in Wellington;

**"Coastal Marine Area"** has the same meaning as in section 2 of the Resource Management Act 1991;

**"Commercial Redress Schedule"** means the Commercial Redress Schedule in this Heads of Agreement;

**"Cross Claim Area"** means an area identified in the claim area map of the Taranaki Report as under claim from Ngaati Ruanui and any or all of the following:

- (a) Nga Ruahine;
- (b) Nga Rauru;
- (c) Ngati Maru;

**"Crown"** has the same meaning as in section 2(1) of the Public Finance Act 1989 and, for the avoidance of doubt, does not include the New Zealand Railways Corporation;

**"Crown Property"** and **"Property"** means every parcel of land which:

- (a) on the Deed Date is vested in the Crown or held by the Crown under any Act (including every parcel of land vested in another person under section 26 or section 26A of the Reserves Act 1977) but does not include:
  - (i) any land included at the Deed Date within the Land Bank;
  - (ii) any land or roads vested in the Crown by section 44 of the Transit New Zealand Act 1989; or
  - (iii) any part of the rail corridor vested in the Crown;
- (b) is transferred to the Crown as the consideration or part of the consideration for a disposal under **paragraphs 4.10.6(a), (b) or (e)** or **paragraph 4.10.10 of Part 4 of the Commercial Redress Schedule**;

**"Cultural Redress Schedule"** means the Cultural Redress Schedule in this Heads of Agreement;

## INTERPRETATION SCHEDULE

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**"Deed of Settlement"** means a deed of settlement between the Crown and Ngaati Ruanui settling the Ngaati Ruanui Historical Claims;

**"Exclusive Claim Area"** means an area identified in the claim area map of the Taranaki Report as under claim from Ngaati Ruanui alone and not under claim from any of the following:

- (a) Nga Ruahine;
- (b) Nga Rauru;
- (c) Ngati Maru;

**"GST"** means goods and services tax chargeable, or to which a person may be liable, under the Goods and Services Tax Act 1985;

**"Heads of Agreement"** means this Heads of Agreement including its Schedules;

**"Income Tax"** means income tax imposed under the Income Tax Act 1994;

**"Land Bank"** includes the properties described in **Part 1** of the **Commercial Redress Schedule**;

**"Mandated Representatives of Ngaati Ruanui"** and **"Mandated Representatives"** means the Ngaati Ruanui Muru me Te Raupatu Working Party;

**"Memorials"** means resumptive memorials imposed on land under the State-Owned Enterprises Act 1986, the Education Act 1989 and the New Zealand Railways Corporation Restructuring Act 1990;

**"Ngaati Ruanui Claimant"** includes any of the following:

- (a) the Ngaati Ruanui Governance Entity;
- (b) Ngaati Ruanui;
- (c) one or more individuals, whanau, marae or hapu of Ngaati Ruanui;
- (d) any person acting on behalf of any of the above;

**"Ngaati Ruanui Governance Entity"** means the entity referred to in **clause 7.1.5**, with the governance structure set out in **clause 7.1.5(b)**;

**"Party"** means a party to this Heads of Agreement;

## INTERPRETATION SCHEDULE

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"**Settlement**" means the settlement to be effected under the Deed of Settlement;

"**Settlement Assets**" means:

- (a) land proposed to be vested in Ngaati Ruanui as set out in **Part 6** of the **Cultural Redress Schedule**;
- (b) any properties in **Part 1** and **Part 2** of the **Commercial Redress Schedule**, as agreed between the Crown and Ngaati Ruanui, to be vested in Ngaati Ruanui on the Settlement Date;
- (c) Financial Redress as defined in **clause 5.1**, less any amounts to be deducted under **clause 5.2**, to be paid by the Crown to Ngaati Ruanui on the Settlement Date; but
- (d) does not include any interest on the Financial Redress;

"**Settlement Date**" means the date the Crown provides the Financial Redress to Ngaati Ruanui under the Deed of Settlement;

"**Settlement Legislation**" means the bill that the Crown will propose to introduce to Parliament to give effect to the Settlement Redress and, when the bill has become law, means, if the context requires, the Act resulting from the passing of that bill;

"**Settlement Redress**" means the settlement redress described in **clauses 2.5** and **2.6**; and

"**Taranaki**" means that area of land encompassed within the outermost extent of the claim areas as set out in figure 4 of the Taranaki Report.

- 1.2 In this Heads of Agreement, except where inappropriate, the following terms have the meaning for that term given by the clause in the Heads of Agreement set opposite it below:

INTERPRETATION SCHEDULE

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Term	Defining Clause
"Apology in relation to Mount Taranaki"	2.7.1
"Chief Executive"	4.41.1
"Commercial Proposal"	4.24.2
"Commercial Catch Proposal"	4.27.1
"Crown's Settlement Proposal"	2.6
"Deed Date"	6.1
"Deed of Recognition"	4.19.1
"Department"	4.1
"Department of Conservation Protocol"	4.1
"Department of Conservation Protocol Subjects"	4.1.1
"Financial Redress"	5.1
"Fisheries Regulations"	4.25
"Identified Areas"	4.18.1
"Land Bank Properties"	5.3
"Leaseback Properties"	5.4
"Minister"	4.35.1(d)
"Ministry"	4.3
"Ministry of Commerce Protocol"	4.5
"Ministry of Fisheries Protocol"	4.3
"Ministry of Fisheries Protocol Subjects"	4.3.1
"Mount Taranaki Cultural Redress"	2.7.2
"Ngaa Ukaipo Entitlements"	4.14.1
"Ngaati Ruanui Governance Entity"	7.1.5
"Ngaati Ruanui Historical Claims"	2.2
"Ngaati Ruanui Values"	4.16.2



## INTERPRETATION SCHEDULE

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<b>Term</b>	<b>Defining Clause</b>
"NZGB"	4.41.1
"Permitted Catch"	4.36.1(a)
"Petroleum Exploration Permits"	4.5.3
"Proposal"	4.35.1(c)
"Protection Principles"	4.16.3
"Regulatory Review"	4.35.1(a)
"RFR Shellfish Species"	4.29
"Settlement Interest"	6.1
"Shellfish RFR"	4.29
"Statutory Acknowledgement"	4.18.1
"Taonga Species"	4.2.1
"Taonga Fish Species (Department of Conservation)"	4.21.1
"Taonga Fish Species (Ministry of Fisheries)"	4.4.2
"Taranaki Claims"	1.5
"Taranaki Report"	1.5
"Terms of Negotiation"	1.9
"Valuation Date"	5.7.
"Acknowledged Taonga Species" - paragraph 4.1 of the Cultural Redress Schedule	

### **RULES FOR INTERPRETATION**

- 2.1 In the interpretation of this Heads of Agreement, unless the context otherwise requires:
- 2.1.1 headings appear as a matter of convenience and are not to affect the interpretation of this Heads of Agreement;
  - 2.1.2 words or phrases (other than proper names) appearing in this Heads of Agreement with capitalised initial letters are defined terms and all defined terms bear the meanings given to them in this Heads of Agreement or in the relevant Part, clause or paragraph of this Heads of Agreement;

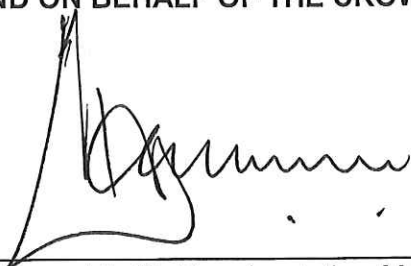
## INTERPRETATION SCHEDULE

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- 2.1.3 where a word or expression is defined in this Heads of Agreement, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
- 2.1.4 the singular includes the plural and vice versa, and words importing one gender include the other genders;
- 2.1.5 references to Parts and clauses are to Parts and clauses of this Heads of Agreement;
- 2.1.6 references to paragraphs are to paragraphs of a schedule;
- 2.1.7 a reference to any legislation is a reference to that legislation as amended, or to any legislation substituted for it;
- 2.1.8 a reference to any document or agreement, including this Heads of Agreement, includes a reference to that document or agreement as amended, renewed or replaced from time to time, in accordance with this Heads of Agreement;
- 2.1.9 references to written or in writing include all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form; and
- 2.1.10 a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate.

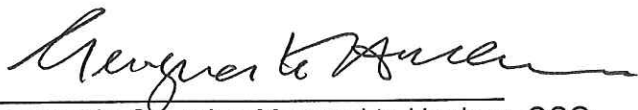
SIGNED this 7<sup>th</sup> day of September 1999.

FOR AND ON BEHALF OF THE CROWN



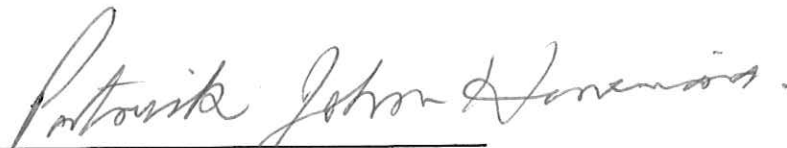
Right Honourable Sir Douglas Arthur Montrose Graham  
Minister in Charge of Treaty of Waitangi Negotiations

WITNESS



Honourable Georgina Manunui te Heuheu, QSO  
Associate Minister in Charge of Treaty of Waitangi Negotiations

**FOR AND ON BEHALF OF THE  
NGAATI RUANUI MURU ME TE RAUPATU WORKING PARTY:**



Patrick John Heremaia  
Ngaati Ruanui Muru me Te Raupatu Working Party  
Strategic Settlement Team Member



Hoani Rangiira Heremaia  
Ngaati Ruanui Muru me Te Raupatu Working Party  
Strategic Settlement Team Member



Spender Waemura Carr  
Ngaati Ruanui Muru me Te Raupatu Working Party  
Strategic Settlement Team Member



Simon Haimoana Maruera  
Ngaati Ruanui Muru me Te Raupatu Working Party  
Strategic Settlement Team Member

**WITNESS**



David Winiata Tapsell  
Solicitor, Wellington