

**NGĀTI MANAWA**  
**and**  
**THE SOVEREIGN**  
**In right of New Zealand**

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**DEED OF SETTLEMENT OF  
HISTORICAL CLAIMS**

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**DEED OF SETTLEMENT**

**THIS DEED** is made

**BETWEEN**

**NGĀTI MANAWA**

**AND**

**TE RUNANGA O NGĀTI MANAWA**

**AND**

**THE SOVEREIGN** in right of New Zealand acting by the Minister for Treaty of Waitangi Negotiations.

1: BACKGROUND

1 BACKGROUND

PREFACE

**Pepeha**

Tāwhiuau te maunga

Rangitaiki te awa

Rangipo te wehenga te tuna

Ngāti Manawa te iwi

Tangiharuru te tangata

The following text is from the traditions of Ngāti Manawa:

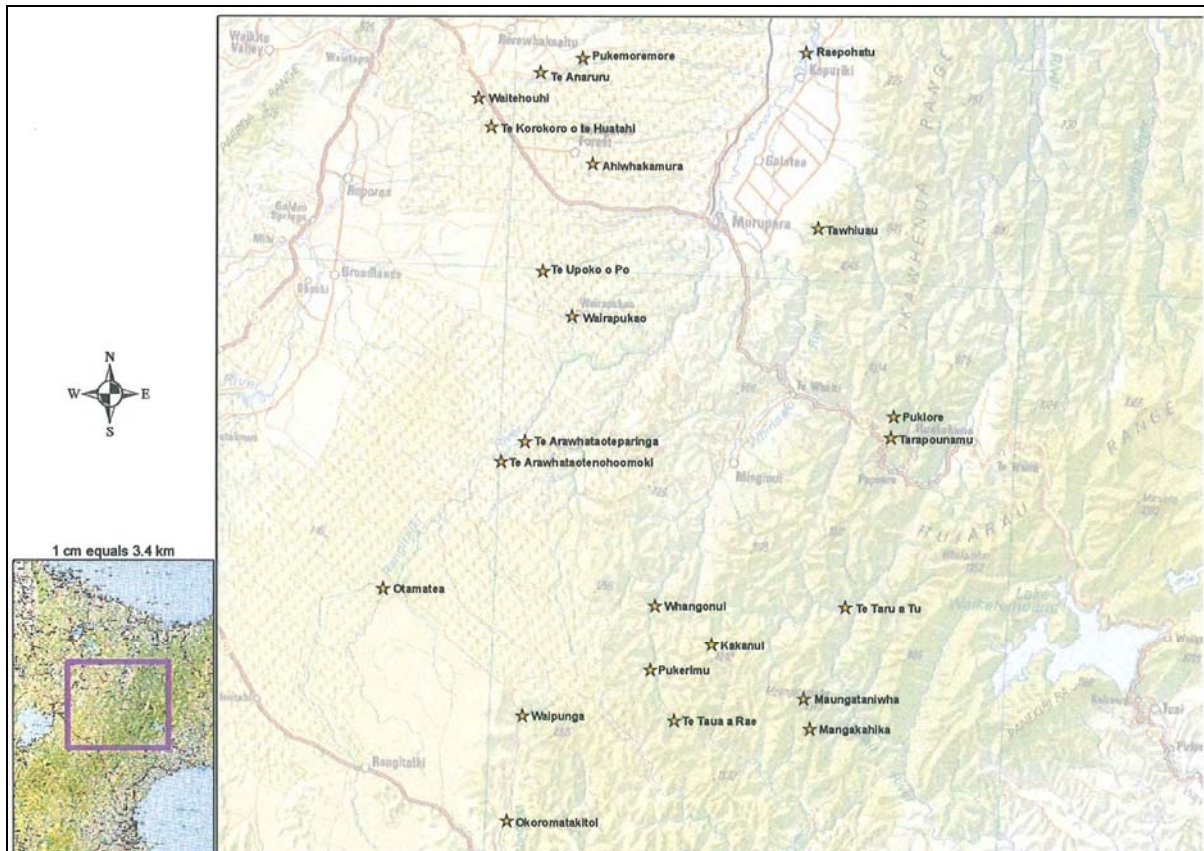
**Te Rohe o Ngāti Manawa**

1.1 Harehare Atarea described the rohe o Ngāti Manawa as:

Mai i Raepohatu ki Tawhiuau ka whai i te Horomanga ki Te Pukiore, ki Tarapounamu, ka huri ki te tonga ki Te Taru o Tu, i te Mangakahika ki Maunga Taniwha, ki te Taua a Rae, ki Kakanui, Pukerimu, ki Whangonui ki te wahapu o Waipunga, ka heke ki Okoromatakitoi, ki te wahapū o Otamatea ki tona pūtahitanga ki Rangitaiki, ka huri ki te whakate rāwhiti ki Te Arawhataotenhoomoki, ki te raki ki Te Arawhataoteparanga, ki Wairapukao, Te Upoko o Po, ki Te Ahiwhakamura, Te Korokoro o te Huatahi, ki Waitehouhi, ki Te Anaruru, ki Pukemoremore, a ka hoki ki Raepohatu

# NGĀTI MANAWA DEED OF SETTLEMENT

## 1: BACKGROUND



### **Ko au te tuna, ko te tuna ko ahau (I am the tuna, the tuna is me)**

- 1.2 Ngāti Manawa is an inland iwi with no coastal rohe. As an inland iwi, Ngāti Manawa were reliant on the resources of the river, native forests, cultivations and lands in their rohe for their sustenance and well being.
- 1.3 Whanau had their own puna wai which carried the mauri of that particular whanau. All of the waters from the puna wai found their way into the river and joined with the mauri of the river. In this sense, the spiritual being of every whanau is part of the river and therefore more than a taonga. It is the people themselves.
- 1.4 Both friendly and hostile taniwha lived in the rivers and many purakau name several of them along with the places they occupied along with some of their special characteristics and habits. They often took the form of an eel.
- 1.5 Eels and eeling have always been the lifeblood of the people. It is impossible to separate one from the other. Living a subsistence lifestyle where resources were carefully nurtured in an extensive and challenging environment, Ngāti Manawa's association with these food sources and the rivers and waterways has been lengthy. To the extent whereby traditional knowledge included an extensive data base on eel habitat, their habits, the seasonal changes they were subjected to, the times of the year when they were in their best or least condition, the times of the year when they were being fed upon by other species and how best to capture them.

**1: BACKGROUND**

- 1.6 As the habitat for freshwater food sources, the tuna, the koura, the kakahi, morihana and kokopu, the Rangitaiki, Whirinaki, Horomanga, Wheao Rivers and their tributaries were Ngāti Manawa's supermarket. Traditional knowledge included rituals and karakia, practices that ensured a good catch and areas where families had traditional fishing rights. Ngāti Manawa elders were able to identify where tuna were caught in their area just from the taste. The iwi had a reputation for succulent, sweet tasting, large tuna and this is what their mana as an iwi was renowned for.
- 1.7 Ngāti Manawa's relationship and association with the tuna has been seriously compromised with the building of hydro dams in their rohe and along the Rangitaiki River. Since the building of the first dam, the Matahina in 1964, the population of the long finned tuna has decreased to such an extent that the Ngāti Manawa people are no longer able to catch their traditional food today.
- 1.8 It is Ngāti Manawa's mana that has been eroded as a consequence of the building of hydro dams on their river. It is their traditional knowledge – values, tikanga and practice associated with the long finned tuna that is under threat.
- 1.9 Ngāti Manawa's relationship with the tuna has been constructed from many generations of co-existence. Being able to live off the resources from sources within their rohe continues to be an integral part of life for the people today.

**Harehare Atarea Ahuriri**

- 1.10 Harehare Atarea was the last paramount chief of Ngāti Manawa and at the age of 35 years succeeded Peraniko Tahawai on his death in 1877. Although Peraniko had chosen Harehare, there was resistance from chiefs to his appointment which at times would impinge on his duties. Harehare served his people well as a leader and he was gifted in oratory, waiata and whakapapa and the history of his ancestors.
- 1.11 Harehare championed his people during the Native Land Court period. All this was due to his father and grandpa, Harehare Mokai, who taught him the tribe's history through a proven formula handed down from each generation. Harehare Atarea was born in 1843 at Kaiwhitiwhiti which was a large Ngāti Manawa seasonal camp on the south-west of the Kaingaroa plains. He was bought up according to the old people's way and had inherited a great deal of their knowledge by 12 years of age.
- 1.12 Harehare saw the impact that Pakeha civilization was starting to ebb away at the Ngāti Manawa way of life with people leaving to seek employment under the Pakeha who could not get enough Maori labour. His grandpa, Harehare Mokai, the paramount chief, went to Pukawa to see if there was a way for Ngāti Manawa to get autonomy through involvement with the King movement. He was looking for a way to stop his people from leaving their lands. Harehare Mokai pledged his Maunga, Tawhiuau as a symbol of support for the King movement and he died when the Taranaki Land Wars began. He named Peraniko Tahawai as his successor.
- 1.13 Peraniko did not support the Kingitanga but agreed in principle to consent for those who wished to join the road to Orakau to support the Waikato. Harehare Atarea went with his uncle, aunt and cousin under Ngāti Whare. He was a veteran of Orakau.

**1: BACKGROUND**

Having survived, he never spoke much of his involvement as etiquette “Kia manaaki i nga tikanga a o tatau koeke”, and “Kare te riwai e ki i atu he mangaroa” meant he could not promote himself and therefore he never spoke about it. He would tell people who enquired, he was not there but my older brother was – meaning Ngāti Manawa was not there but Ngāti Whare was.

- 1.14 Harehare was chief scout for Te Kooti when it was decided that he would leave the Urewera for the King Country. The whole of the Urewera was ‘fenced off’ by military tactics, determined to catch Te Kooti. Harehare’s expertise saw Te Kooti and his people through to the King Country. Harehare stayed there for a while and learnt to become a builder. He helped to build the Te Kuiti meeting house *Te Tokanga* and then became a member of the Ringatu faith. Harehare’s waiata, “Kaore te Mokemoke” with the Ringatu flavour was made popular by the Ringatu who changed the words in different areas.
- 1.15 Aperahana from Te Houhi, who had a sheep farm in Otewa, taught Harehare how to farm sheep. Later, Harehare had to return at the request of Peraniko. Harehare also wore his New Zealand war medal for his services to the Crown as a guide for Gilbert Mair’s flying column. Harehare was often accused by Mair as being a ‘double eyed, double tongue’ (serving both sides). Harehare’s reason for warning the rebels was to minimise the killing of his own people.
- 1.16 Harehare Atarea Ahuriri served his people for fifty years and on his death the paramount chieftainship died with him.

**Nga ariki no Ngāti Manawa**

- 1.17 According to Ngāti Manawa tradition the ariki of the iwi from Tangiharuru onwards were:

Tangiharuru	1630 - 1635;
Hui	1635 - 1686;
Tuwhare	1686 - 1695;
Koro	1695 - 1710;
Tokowaru	1710 - 1739;
Te Rau o Tangata	1739 - 1780;
Rakau	1780 - 1820;
Mokai	1820 - 1825;
Tahawai	1825 - 1825;

## NGĀTI MANAWA DEED OF SETTLEMENT

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### 1: BACKGROUND

Harehare Mokai	1825 - 1864;
Peraniko	1864 - 1877; and
Harehare Atarea	1877 - 1927.

#### **Nga Wahi tapu o Ngāti Manawa**

1.18 According to the traditions of Ngāti Manawa, the wahi tapu of the iwi included:

Ahiweka	Otamatea	Te Arawhataotenoohoomoki
Ahiwhakamura	Otara	Te Arawhataoteparinga
Fort Galatea	Otukopeka	Te Aruhetawiri
Hinamoki	Otuwairua	Te Awa
Kaimokopuna	Pa hekeheke	Te Awangarara
Kaiteuri	Painoaiho	Te Houhi
Kaiwhatiwhati	Pekepeke	Te Huruuru
Kakanui	Pokairoa	Te Koparepare
Kakarahonui	Puharaunui	Te Kohua
Karamuramu	Pukehinau	Te Korokoro o te Huatahi
Karangaranga	Pukemoremore	Te Maire
Kawakawa	Pukerimu	Te Peaupeau
Kiorenui	Puketapu	Te Putakotare
Kohaikura	Pukiore	Te Rake
Mangaharakeke	Raepohatu	Te Rautawhiri
Mangahariki	Rakau puru	Te Repo o Hinengawari
Mangakahika	Rakawaewae	Te Rere

## NGĀTI MANAWA DEED OF SETTLEMENT

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### 1: BACKGROUND

Mangakirikiri	Rangipo	Te Roto patataramoa
Mangakuta	Rangitahi	Te Rourou
Mangapari	Rangitahi (Urupa)	Te Tapiri
Maruwehi	Takatakanga	Te Taru a Tu
Matakioire	Tarapounamu	Te Umuhika
Matatu	Taua a Rae	Te Upoko o Po
Maungataniwha	Taukanihinihi	Te Wai-irohia
Moerangi	Taumata	Tieke
Motumako	Taupaki	Tipapa
Motuparapara	Tauranga kawau	Tirotiro
Nga Puna Takahi o Ngatoroirangi	Te Umutaoroa	Tokakawau
Ngahuinga	Tawhaitari	Tututarata
Ngapuketurua	Tawhiuau	Waione
Ngatamawahine	Te Ana a Maru	Waipunga
Ohui	Te Anaputara	Wairapukao
Okarea	Te Anaruru	Waitehouhi
Okorokmatakitoi	Te Aniwaniwa	Whangonui
Oruatewehi	Te Aporo a Kirikiri	

**1: BACKGROUND**

**Kaore te mokemoke**

(Nā Harehare Atarea)

Kaore te mokemoke te tuohu noa nei e.....

I te po roa e, i te po makariri e.....

Tu mai e hika ki a poipoia koe.....

E hoa ma e katahi nei hanga kino e.....

Ko aku ko iwi kau te tirohia mai na e.....

Ka taka ko roto nei ka mawherangi aue.....

Ko wai e kite ake i te whiu ate Atua e.....

Ka pa mai ki ahau whakahiangongoi e.....

Ka mate i te marama ka kohiti ko te toru e.....

E Waha e hika ka haere taua e.....

Nga roa mania ki waho o Neketuri e.....

Ka hoki taua ki te whare huri ai e

Tangi a te ruru kei te hoki hoki mai e.....

Whakawherowhero ra i te putahitanga nei e.....

Naku nei ra koe i tuku kia haere.....

Te puritia iho nei rawa te aroha e.....

Me te ua i te rangi ko te ua i aku kamo e.....

Homai e hika o kupu mana nei e.....

Hei toko i ahau puta rawa ki tawhiti e.....

Ripa ki Horomanga tai tata rawa mai

1: BACKGROUND

So lonesome and crestfallen now am I  
Through this long winters night  
Stand forth O Son that I may caress you  
O friends all what woeful state is this  
Tis only my wasted frame you now gaze upon  
Whilst all within is in a turmoil  
There was no warding off the gods affliction  
And thus stricken I am slowly pinning away  
The waning moon has brought forth the bitter cold  
Wherefore on my shoulders climb dear on and let us go  
Over the wide plains below neketuri  
Winding our homeward way and there to meditate

The call of the owl yonder is oft repeated  
Hooting out there where the trails meet  
It was I who allowed you to go  
When my deep love should have detained you  
The rain from the heavens is now matched by my tears  
Where dear one is the fulfilment of your promises  
To sustain me until I emerge afar off  
With the divide at Horomanga looming nigh

## 1: BACKGROUND

### NGĀTI MANAWA CLAIMS

- 1.19 Ngāti Manawa considers that the Crown has breached the Treaty of Waitangi and caused significant prejudice to the iwi in many ways. Ngāti Manawa have sought justice and redress for these grievances for many generations. They have particularly sought redress for the loss of land and its resources, loss of their rivers and river resources, and the loss of the Ngāti Manawa reserves at Karatia, Oruatawehi and Rangipo and loss of rangatiratanga.
- 1.20 Following the 1985 amendment to the Treaty of Waitangi Act 1975, Ngāti Manawa filed several claims with the Waitangi Tribunal in respect to their land and river claims.
- 1.21 Ngāti Manawa's land and river claims against the Crown were inquired into by the Waitangi Tribunal in several stages. The first inquiry related to Ngāti Manawa's claims relating to the loss of mana and tino rangatiratanga over the Rangitaiki and Wheao Rivers and their tributaries, the damage to these rivers and the loss and destruction of the Ngāti Manawa tuna fishery, and was inquired into in two parts:
- 1.21.1 an urgent inquiry into the actions of the Crown in arranging for the disposal of dams and water rights. The Tribunal inquiry was conducted in March 1993, and the Tribunal issued its *Interim Report on the Rangitaiki and Wheao Rivers Claim*, in April 1993. The Tribunal found that the action of the Crown in arranging for disposal of dams and water rights affected by this claim to third parties under the above Act was inconsistent with the principles of the Treaty of Waitangi; and
- 1.21.2 a substantive inquiry into the claims of the Ika Whenua collective of river iwi (including Ngāti Manawa) was held by the Waitangi Tribunal from November 1993 and October 1994. The Tribunal issued two reports; *Te Ika Whenua Energy Assets Report*, 1993, and *Te Ika Whenua Rivers Report*, 1998.

### Views of the Waitangi Tribunal in the Te Ika Whenua Rivers Report

- 1.22 The Waitangi Tribunal, in the Te Ika Whenua Rivers Report, expressed their views on Te Ika Whenua's interests in the Rivers including:
- 1.22.1 the title system introduced by the Crown failed to recognise and protect Te Ika Whenua's rights and interests in the rivers and tino rangatiratanga over them and Te Ika Whenua did not knowingly and voluntarily relinquish tino rangatiratanga over the rivers;
- 1.22.2 that Government policies, actions, and legislation that effected the transfer of ownership or that vested or confirmed exclusive control of the waters in the Crown or third parties, were breaches of the Treaty principles. As a consequence there was no recognition and protection by the Crown of Te Ika Whenua's right to tino rangatiratanga;
- 1.22.3 that the fishery within the rivers of Te Ika Whenua constituted a taonga of Te Ika Whenua as at 1840 and was an essential food source. This fishery

## 1: BACKGROUND

remained a taonga and Te Ika Whenua never relinquished their tino rangatiratanga over, and property in, the fishery. The abundance and quality of eels from this fishery contributed greatly to the mana and standing of Te Ika Whenua;

- 1.22.4 the fishery has been gravely depleted through a lack of proper control and through policies and actions of the Crown favouring trout fishing over the customary fishery and permitting the construction of the hydroelectric power schemes, particularly the Matahina and Aniwhenua Dams; and
- 1.22.5 that the Crown failed to recognise and protect Te Ika Whenua's property in the fishery in accordance with the Treaty and the Crown has a fiduciary obligation to take all reasonable steps to protect and restore the fishery in full consultation with its Treaty partner.
- 1.23 The Waitangi Tribunal recommended "that the Crown enter into discussions with Te Ika Whenua as a Treaty partner with a view to reaching agreement over the vesting in them of the bed of those parts of the Rangitaiki, Whirinaki and Wheao Rivers within the rohe of Te Ika Whenua where title is held by the Crown or as Crown forest land so as to reinforce Te Ika Whenua's right to an interest in the rivers and to compensate them in part for their loss of title through the *ad medium filum* rule."

### Other Inquiries

- 1.24 In 2002 the Waitangi Tribunal began conducting inquiries into the Urewera and Central North Island historical claims. These two inquiry districts together covered the whole rohe of Ngāti Manawa.
- 1.25 At this time the responsibility for seeking redress for breaches of the Treaty of Waitangi was passed to the Te Runanga o Ngāti Manawa Trust which was established by the hapu of Ngāti Manawa to progress a number of objectives, but in particular the redress for those grievances. Te Runanga considered that until negotiations were concluded Ngāti Manawa ought to protect its interests and claims by participation in these inquiries, and the Crown agreed to this approach.
- 1.26 The Urewera Tribunal held hearings of claimant evidence between November 2003 and February 2005 and heard Ngāti Manawa's evidence at Murupara in August 2004. The Tribunal is now in the process of writing its report on these claims. In April 2009, it released Part 1 of a pre-publication version of the report.
- 1.27 Ngāti Manawa also participated in the Waitangi Tribunal's Central North Island Inquiry between 1 February and 9 November 2005. The Tribunal issued its *He Maunga Rongo: Report on Central North Island Claims Stage One* in 2008. The Tribunal found that the effect of Crown policies and actions was lasting and cumulative. This report focussed on generic issues for iwi in the region with detailed consideration of claims postponed for a later report.

### THE SETTLEMENT NEGOTIATIONS

**1: BACKGROUND**

- 1.28 On 19 July 2003 Te Runanga o Ngāti Manawa received a mandate from Ngāti Manawa to negotiate a deed of settlement with the Crown. The Crown recognised this mandate on 18 November 2003.
- 1.29 Te Runanga o Ngāti Manawa and the Crown have:
- 1.29.1 entered into:
- (a) terms of negotiation dated 7 May 2004 (the “**terms of negotiation**”), specifying the scope, objectives, and general procedures for the negotiations; and
  - (b) an agreement in principle dated 18 September 2008 (the “**agreement in principle**”), recording that Ngāti Manawa and the Crown were, in principle, willing to enter into a deed of settlement on the basis set out in that agreement; and
- 1.29.2 negotiated this deed of settlement.
- 1.30 The agreement in principle provided (in clauses 62 to 65 inclusive of that agreement) that Ngāti Manawa and the Crown would work towards establishing a river management framework comparable to that agreed in relation to the Waikato River. Since the date of the agreement in principle the Crown has undertaken a review of the co-management arrangements in respect of the Waikato River; this is the subject of ongoing work. The parties have agreed some items of redress in respect of the Rangitaiki River, as provided in clauses 5.43 to 5.49, but as at the date of this deed it has not been possible to finalise the balance of this redress. The parties are continuing good faith negotiations with the aim of reaching agreement prior to the introduction of the settlement legislation.
- 1.31 Ngāti Manawa and the Crown acknowledge that:
- 1.31.1 Ngāti Manawa is a member of the CNI (Central North Island) Forests Iwi Collective (the “**Collective**”);
- 1.31.2 on 25 June 2008, the Collective and the Crown entered into a deed of settlement (the “**CNI deed**”) that records the terms on which all historical CNI forest land claims are settled;
- 1.31.3 the Central North Island Forests Land Collective Settlement Act 2008 was enacted on 30 September 2008 to enable the settlement referred to in clause 1.31.2 to be implemented;
- 1.31.4 the CNI deed sets out acknowledgements that affect the future comprehensive settlements of the Collective member iwi and the terms of this deed are consistent with those acknowledgements; and

**1: BACKGROUND**

1.31.5 to avoid doubt, reference to Collective member iwi under this clause includes Ngāti Manawa.

**RATIFICATION OF, AND MANDATE TO SIGN, THIS DEED**

1.32 Ngāti Manawa has:

1.32.1 by virtue of a majority of 94% of the valid votes cast in a postal ballot of the eligible members of Ngāti Manawa:

(a) ratified this deed; and, therefore

(b) granted Te Runanga o Ngāti Manawa a mandate to sign this deed on behalf of Ngati Manawa; and

1.32.2 by virtue of a majority of 97% of the valid votes cast in a postal ballot of the eligible members of Ngāti Manawa ratified Te Runanga o Ngāti Manawa to be the governance entity to receive the redress under this deed.

1.33 The Crown is satisfied with that ratification and mandate.

**ENTRY INTO THIS DEED**

1.34 ACCORDINGLY, Ngāti Manawa and the Crown wish, in a spirit of co-operation and compromise, to enter, in good faith, into this deed settling the historical claims (as defined in clauses 13.4 and 13.5).

1.35 The governance entity:

1.35.1 confirms the agreements and acknowledgments made by Ngati Manawa under this deed; and

1.35.2 agrees to comply with its obligations under this deed.

1.36 The parties, therefore, agree as provided in this deed.

**2: HISTORICAL ACCOUNT**

**2 HISTORICAL ACCOUNT**

**INTRODUCTION**

- 2.1 This historical account describes the relationship between the Crown and Ngāti Manawa between 1840 and 1992 and identifies Crown actions which have caused grievance to Ngāti Manawa over the generations. It provides context for the Crown's acknowledgements of its Treaty breaches against Ngāti Manawa and for the Crown's apology to Ngāti Manawa. This historical account covers the following topics:
- 2.1.1 Ngāti Manawa;
  - 2.1.2 The New Zealand Wars and Ngāti Manawa;
  - 2.1.3 Crown Campaign Against Te Kooti and the Whakarau;
  - 2.1.4 The Native Land Laws and Ngāti Manawa;
  - 2.1.5 Ngāti Manawa Leases;
  - 2.1.6 Native Land Court Hearings;
  - 2.1.7 Crown Purchases of Ngāti Manawa Lands 1878-1881;
  - 2.1.8 Ngāti Manawa and the Native Land Court 1882-1893;
  - 2.1.9 Crown Purchasing in the 1890s amid Continuing Ngāti Manawa Poverty;
  - 2.1.10 The Establishment of the Urewera District Native Reserve;
  - 2.1.11 Implementation of the Urewera District Native Reserve Act 1896;
  - 2.1.12 The Urewera Commission Determines Titles;
  - 2.1.13 Continuing Crown Purchasing in the Twentieth Century;
  - 2.1.14 The Urewera District Reserve Consolidation Scheme;
  - 2.1.15 Ngāti Manawa Reserves;
  - 2.1.16 Rivers and Freshwater Fisheries;
  - 2.1.17 Land Development Schemes;
  - 2.1.18 Farms for Returned Servicemen;

## 2: HISTORICAL ACCOUNT

- 2.1.19 Further Crown Acquisitions of Ngāti Manawa Land for the Forestry Industry; and
- 2.1.20 Forestry and Post 1984 Restructuring.

### **Ngāti Manawa**

- 2.2 The Ngāti Manawa rohe is a vast geographical area bounded by the Ika Whenua ranges in the east, the Taupo/Napier highway to the south, the western edge of the Kaingaroa plains and the southern edge of Rerewhakaaitu to the north.
- 2.3 Tangiharuru journeyed from the Waikato to the Bay of Plenty with a group that included his uncle Wharepakau and conquered the Marangaranga, the original people of the Rangitaiki Valley. Tangiharuru lit a beacon fire at Hināmoki to signal their victory. Ngāti Manawa subsequently established many kāinga, moving seasonally within their rohe to use the resources of the Kuhawaea and Kaingaroa Plains to sustain their people. The climate ranged from very cold, wet winters to extremely hot, dry summers. Ngāti Manawa learned to survive in this environment by maintaining a fine balance of use and regeneration of resources for both their own use and for trade with other hapū and iwi.
- 2.4 The Rangitaiki river is the tipuna awa and living taonga of Ngāti Manawa. Its eel fishery was and remains vital to Ngāti Manawa's traditional economy and the river provided a valuable transport and trading route.
- 2.5 Ngāti Manawa had a number of hapū, each under the leadership of its chiefs. They were in turn led by an ariki selected by all hapū to lead the iwi. The role of the ariki was to safeguard the social, economic and political welfare of the people and to defend its mana whenua. Chiefs had authority over the lands they managed and defended under traditional land tenure arrangements in which lands were utilised for whānau and hapū benefit. Ngāti Manawa held and managed their rivers and lands in accordance with tikanga.
- 2.6 Ngāti Manawa had little contact with the Crown until the early 1860s and the Crown did not try to exercise authority in their region during this period. The Rangitaiki Valley was the easiest route inland to and from the Urewera, Hawke's Bay and the Bay of Plenty. By the early 1860s Ngāti Manawa were engaged in negotiations with settlers who wished to lease land from them. Ngāti Manawa chiefs had a clear preference to retain ownership of their lands while deriving a cash income.

### **The New Zealand Wars and Ngāti Manawa**

- 2.7 In 1856 Ngāti Manawa attended a hui with other Māori at Pūkawa at which a number of matters were discussed including land issues and the possible establishment of a

## 2: HISTORICAL ACCOUNT

- Māori King. This eventually led to the establishment of the King movement or Kingitanga. Māori could choose to place their lands under the protection of a Māori King. The Crown considered the Kingitanga to be a challenge to its sovereignty. While sympathetic to the Kingitanga, Ngāti Manawa took a neutral approach.
- 2.8 War broke out between the Crown and Māori in the early 1860s in Taranaki and later in the Waikato. In early 1864 Rewi Maniapoto, a chief from the Waikato region, appealed to Ngāti Manawa for assistance. Takarua Korakaitoki and his wife Rawinia travelled to the Waikato and were wounded at a battle at Ōrākau.
- 2.9 In late 1864 prophets of the Pai Mārire religious movement (which was popular among Kingitanga Māori) arrived in the eastern Bay of Plenty. They met with Ngāti Manawa and others at Tauaroa and got a mixed reaction.
- 2.10 Actions by some Māori from other iwi, associated with Pai Mārire, alarmed the Government. In April 1865 the Government proclaimed that it would use all the means in its power to suppress the fanatical doctrines it associated with Pai Mārire and called upon all “well disposed” persons to assist them.
- 2.11 Ngāti Manawa considered that the conflict between the Crown and Pai Mārire adherents was likely to spread to their lands and would force a response from them. They met with Ngāti Whare at Whatatara to decide what to do. It was agreed that some would join Pai Mārire and others would join the Government. Ngāti Manawa decided to support the Government. They and their allies fortified a pa at Te Tāpiri. It became known that Pai Mārire emissaries were intending to move through the Rangitaiki region towards the Waikato. Ngāti Manawa warned them against crossing through their rohe.
- 2.12 In May 1865 the Pai Mārire group and their allies laid siege to Te Tāpiri. The defenders were led by Peraniko Tahawai. Other prominent Ngāti Manawa involved in the siege were Rewi Rangiamio, Te Wiremu Enoke, and the prophetess Hinekou, the wife of Mānuka Te Mauparaoa. The defenders exhausted their ammunition and food supplies and broke out of the pā on 7 June 1865. They were pursued to the Wheao River by the Pai Mārire group, before a relieving column of Government troops and allies drove the pursuers off.
- 2.13 The engagement at Te Tāpiri had significant consequences for Ngāti Manawa’s relationship with the Crown. It also began a period of conflict with neighbouring iwi with whom they had close whanaunga ties.
- 2.14 After Te Tāpiri Ngāti Manawa had to abandon their pā and cultivations in the Rangitaiki Valley. They were cut off from their traditional economic resources for more than a year while living as refugees in Rotorua.
- 2.15 Ngāti Manawa lived in exile for more than a year during which time their lands were plundered. They returned to the Rangitaiki Valley in September 1866, and built a new

## 2: HISTORICAL ACCOUNT

meeting house and a number of whare at Motumako. They also had to replant their cultivations.

- 2.16 After their return from exile Ngāti Manawa began negotiating to restore their relationships with their neighbouring iwi who had fought against the Crown. In recognition of Ngāti Manawa's military service, the Crown awarded them land near Matata and presented them with a flag "Te Aroha o Kuini Wikitoria." Ngāti Manawa knew that the land at Matata belonged to another iwi.

### **Crown Campaign Against Te Kooti and the Whakarau**

- 2.17 In July 1868 Te Kooti Arikirangi led an escape by Māori who had been imprisoned by the Crown on the Chatham Islands without trial for over two years. The Crown set out to apprehend Te Kooti and his followers (known as the Whakarau) and was soon engaged in war on the East Coast against them. Early in 1869 the Whakarau retreated into the Urewera and forged a covenant with some iwi leaders there.
- 2.18 The Whakarau and their allies attacked Ngāti Manawa at Motumako in March 1869. Ngāti Manawa were again forced into exile at Rotorua as their rohe became a war zone and was once more too unsafe for them to remain. In May 1869 the Crown renewed its campaign against the Whakarau. The Crown established a number of redoubts in the Rangitaiki region, including an important base, Fort Galatea, near Kāramuramu in the heart of Ngāti Manawa's rohe. A number of Ngāti Manawa were enrolled in companies of the Armed Constabulary which used Fort Galatea as a base. The Ngāti Manawa troops were not well provisioned by the Crown.
- 2.19 For the next four years Ngāti Manawa were disconnected from their homes, cultivations and traditional resources and many of their men were away from their whānau while on military duty.
- 2.20 The return of warfare to their rohe again forced Ngāti Manawa to act. They generally allied with the Crown between 1868 and 1872. However, the war situation posed difficult choices of allegiance for Ngāti Manawa. Harehare Atarea recorded that he had unsuccessfully attempted in 1869 to protect his whānau from an iwi fighting on the other side of the conflict at Te Harema by positioning himself at the front of the Crown's attacking forces. He stated that he felt great shame that he was unable to prevent the killing of his close relatives. Although they generally maintained their alliance with the Crown, it is a Ngāti Manawa tradition that Harehare scouted for Te Kooti at one time.
- 2.21 Several neighbouring iwi surrendered to the Crown forces in May and June 1870. Te Kooti remained at large and Ngāti Manawa warriors played an active part in the Crown's pursuit of him until he found sanctuary in the Waikato in 1872.

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- 2.22 The war years had significant long-term economic, social and other consequences for Ngāti Manawa. Because they generally allied with the Crown they were labelled, by some, as kūpapa.
- 2.23 Both sides of the conflict had lived off the land and used a ‘scorched earth’ policy of plundering its resources in order to stop the other side using them. One impact of the scorched earth campaigns was that it wiped out seed stores and destroyed agricultural equipment. When Ngāti Manawa returned to their rohe in 1872 they had to again begin replanting their cultivations and re-establishing their eel weirs and other resources. The Crown did not compensate Ngāti Manawa for the damage to their lands. In 1873 and 1875 Ngāti Manawa had to ask the government for flour, grape seed and other supplies because they were in economic difficulty.
- 2.24 The damage inflicted on their food sources by Crown forces and others upset the fine balance of Ngāti Manawa’s traditional economy and left them with little option but to engage with the newly emerging cash economy to improve their economic circumstances. In the years after the war they adopted a strategy of leasing rather than selling land to try to generate a regular cash income.

### **The Native Land Laws and Ngāti Manawa**

- 2.25 Ngāti Manawa could not, however, legally sell or lease their land without a title from the Native Land Court. Neither could they pledge it as security to enable the development of their land. The Crown had established the Native Land Court under the Native Lands Acts of 1862 and 1865. Its role was to determine the ownership of Māori land “according to native custom”, and convert customary title into title derived from the Crown. The titles provided for by the new land laws gave rights to individual Ngāti Manawa to sell and lease land in the same way that Pākehā could. This was a significant change from the communal land ownership recognised in customary tenure. The Court was not designed to accommodate all the complex and fluid customary land usages of Māori within its processes, because it assigned permanent ownership. It was expected by the Crown that changes to land tenure would eventually lead Māori to abandon their traditional tribal and communal approach to land holdings. The Crown did not consult with Ngāti Manawa on the Native Land Acts.
- 2.26 An investigation of title could be initiated by any Māori. In most cases the land was surveyed, and then the Court would hear the cases of the claimants and counter claimants. Ngāti Manawa first attended Native Land Court hearings in 1868 when another iwi made an application for what became the Kaingaroa 2 block. However, the warfare and political turbulence of the region delayed significant Ngāti Manawa engagement with the Court for another decade.

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### Ngāti Manawa Leases

- 2.27 In the 1870s and 1880s the Crown employed several land purchase agents to negotiate with Māori in an attempt to open the central North Island to Pākehā settlement. One of its agents, Gilbert Mair, had led Crown forces based at Fort Galatea during the war with Te Kooti, and already had a close relationship with Ngāti Manawa leaders.
- 2.28 In 1873 Ngāti Manawa began negotiating to lease the Kaingaroa 1 block to a Crown official (acting in a private capacity). They received a £400 deposit, but the Crown was also interested in this land, and objected to its officials competing against it. The official relinquished his private lease, and helped Crown purchase agents secure a lease for the Government. The Crown paid an advance of rent of £250 in February 1875 when 89 Ngāti Manawa signed a deed to lease it an estimated 136,000 acres.
- 2.29 In 1874 Ngāti Manawa decided to lease the Kuhawaea block to a private party. In March 1874 the Crown paid advances of £100 each to secure Ngāti Manawa agreement to lease Pukahunui and Heruiwi. Deeds of lease were signed in February 1875.
- 2.30 The Crown preferred to purchase land outright rather than lease it. However it was prepared to lease land in order to prevent private parties from establishing interests in land the Crown wished to purchase. By entering into lease agreements with Ngāti Manawa the Crown established the sole right to purchase their lands for a period. The lease agreements provided that Ngāti Manawa could not alienate any interest in the leased land to anyone other than the Crown.
- 2.31 Aside from its initial deposits the Crown refused to pay rent on the leased land until the Court had determined title because of the risk the Court would decide the owners of the land were not those who agreed to the lease. The operation of the Court was, however, suspended in the Bay of Plenty region between 1873 and 1877 in response to growing Māori dissatisfaction with it. One Crown land purchase agent later testified that it was also done “to discourage the interference of private individuals with Government negotiations”. The suspension of the Court meant that ownership of land could not be judicially determined and land titles issued.
- 2.32 Ngāti Manawa’s leases would have generated an annual income of £850 had all the lessees begun paying rent as soon as they had signed their lease agreements. However, the Crown’s policy meant that Ngāti Manawa only received £400 from the private lease of Kuhawaea until land title was confirmed by the Native Land Court.
- 2.33 Floods destroyed Ngāti Manawa crops in 1877. The same year a newspaper reported that the Government had refused to help its 1860s ally Peraniko, a “well known rangatira of the Ngāti Manawa”, by refusing to grant him a pension and “permitting him to die like a dog for want of medical aid and nourishment.” Infectious diseases hit Ngāti Manawa hard and by 1878 their population was in serious decline.

## 2: HISTORICAL ACCOUNT

### Native Land Court Hearings

- 2.34 In March 1878 the Crown issued a proclamation declaring that Kaingaroa 1, Pukahunui and Heruiwi were under negotiation for purchase or acquisition by the Crown. All other parties were prohibited from acquiring any interest in these blocks. The Native Land Court was about to conduct title investigations into these and other lands in which Ngāti Manawa claimed an interest.
- 2.35 Ngāti Manawa wanted the Native Land Court hearings into the Kaingaroa 1, Kāramuramu, Pukahunui and Heruiwi blocks to take place at Karatia to minimise disruption and expense to them. The Court opened there in June 1878, but other iwi objected to this choice of venue and for a number of reasons the Court was adjourned to Matata (60 kilometres away) despite strong protests by Ngāti Manawa.
- 2.36 The three months of title investigations at Matata strained Ngāti Manawa resources and greatly disrupted their home routines. There was insufficient food for those attending the hearings. In August 1878, during the hearings for Kaingaroa 1, Ngāti Manawa told the Court that, as the Government had brought them to Matata, it ought to provide them with food now that they had exhausted their supplies.
- 2.37 The Court's processes also imposed a considerable economic burden on Ngāti Manawa. The land surveys that had to be performed before the Court would investigate titles were expensive. The cost of the surveys for Heruiwi, and Kaingaroa 1 exceeded a year's annual rent and that charged for Pukahunui was more than five times the annual rent.
- 2.38 Ngāti Manawa were awarded title to the Kaingaroa 1, Kāramuramu, Pukahunui and Heruiwi blocks. They sought the listing of more than 300 individuals on the title to Kaingaroa 1 including people from other iwi they recognised as also having interests in the block. Crown agents, however, endeavoured to persuade Ngāti Manawa to reduce the number of people on the list to make the lease easier to complete. The matter was deferred as Ngāti Manawa could not agree who should be on the list. In 1879 the Native Land Court approved a list of 31 owners handed in by Ngāti Manawa.
- 2.39 Ngāti Manawa also participated in the 1878 title investigation into the Kaingaroa 2 block but their claim was rejected by the Court. Ngāti Manawa's request for a rehearing was refused. While dissatisfied claimants could make such requests there was no provision for appeals against Native Land Court decisions until 1894.

### Crown Purchases of Ngāti Manawa Land 1878-1881

- 2.40 At the end of the 1878 Native Land Court hearings Ngāti Manawa offered Kaingaroa 1 for sale to the Crown. The proclamations prohibiting alienations to private parties of this and the other Ngāti Manawa blocks brought before the Native Land Court remained in place, and gave the Crown the advantage of negotiating in a monopoly market position. The purchase negotiations took some time and in June 1879

## 2: HISTORICAL ACCOUNT

Harehare Atarea and others wrote the Government that all Ngāti Manawa agreed to the sale of Kaingaroa 1. The Government had paid nearly £500 in rent and survey costs by the time Kaingaroa 1 was first offered for sale. It now treated these payments as a deposit on the purchase.

- 2.41 Once the Crown was in purchase negotiations with Ngāti Manawa it was prepared to pay advances of purchase money to Ngāti Manawa so they could meet the costs of attending the Native Land Court hearings. It is not clear whether Ngāti Manawa accepted or understood the basis of these payments. The Crown paid an additional £1,837, including at least £339 for food consumed at Native Land Court hearings.
- 2.42 In late October and early November 1880 the Native Land Court held a rehearing of the Kaingaroa 1 block, and confirmed Ngāti Manawa's title. Following the rehearing Ngāti Manawa wanted to submit a list of 120 owners but agreed to a Crown agent's request to submit a list of 28 owners to make the purchase easier to complete. The Crown's purchase of 103,393 acres was completed in December 1880. The purchase price was £7,754. The Crown's purchase agent found the accounts detailing what had already been paid "confusing and complicated." An entry in the Native Land Purchase Department ledger account records that £5,650 was paid at the time the deed was signed. In 1926 Harehare Atarea testified at an inquiry into Ngāti Manawa reserves. At that time he stated that he remembered receiving £2,000 as did Rawiri and that they distributed this to everybody. Rewi Rangiomio received £500 and distributed this also. Nine hundred pounds was distributed by three others. Ngāti Manawa's oral traditions are silent regarding this significant event.
- 2.43 Ngāti Manawa continued their strategy of trying to generate a regular cash income by leasing land. They wanted to complete the leases for Pukahunui and Heruiwi but the Crown required the signing of new deeds with those recognised as the owners by the Native Land Court. It took some time to secure Ngāti Manawa agreement to those deeds.
- 2.44 By the early 1880s the Crown was withdrawing from nearly all of its lease agreements. The Heruiwi owners signed a new deed of lease by mid 1880, but the Crown declined to pay any further rent. Crown officials disregarded Ngāti Manawa's wish for the lease to continue and instead tried to purchase the block in 1881. Ngāti Manawa received an offer for this block, from a private party, that was several thousand pounds greater than the Crown was willing to pay, but the Crown refused to lift the 1878 proclamation prohibiting alienation of land to private parties.
- 2.45 A Crown purchase agent met with several groups of Heruiwi owners before trying to purchase the interests of as many individual owners as possible. The Crown agreed to pay £500 back rent in the final purchase negotiations. On the basis of the Crown's acquisition of individual interests the Court awarded it nearly 20,910 out of the 24,394 acres in the block in 1881. The Crown did not continue leasing the remainder of the block.

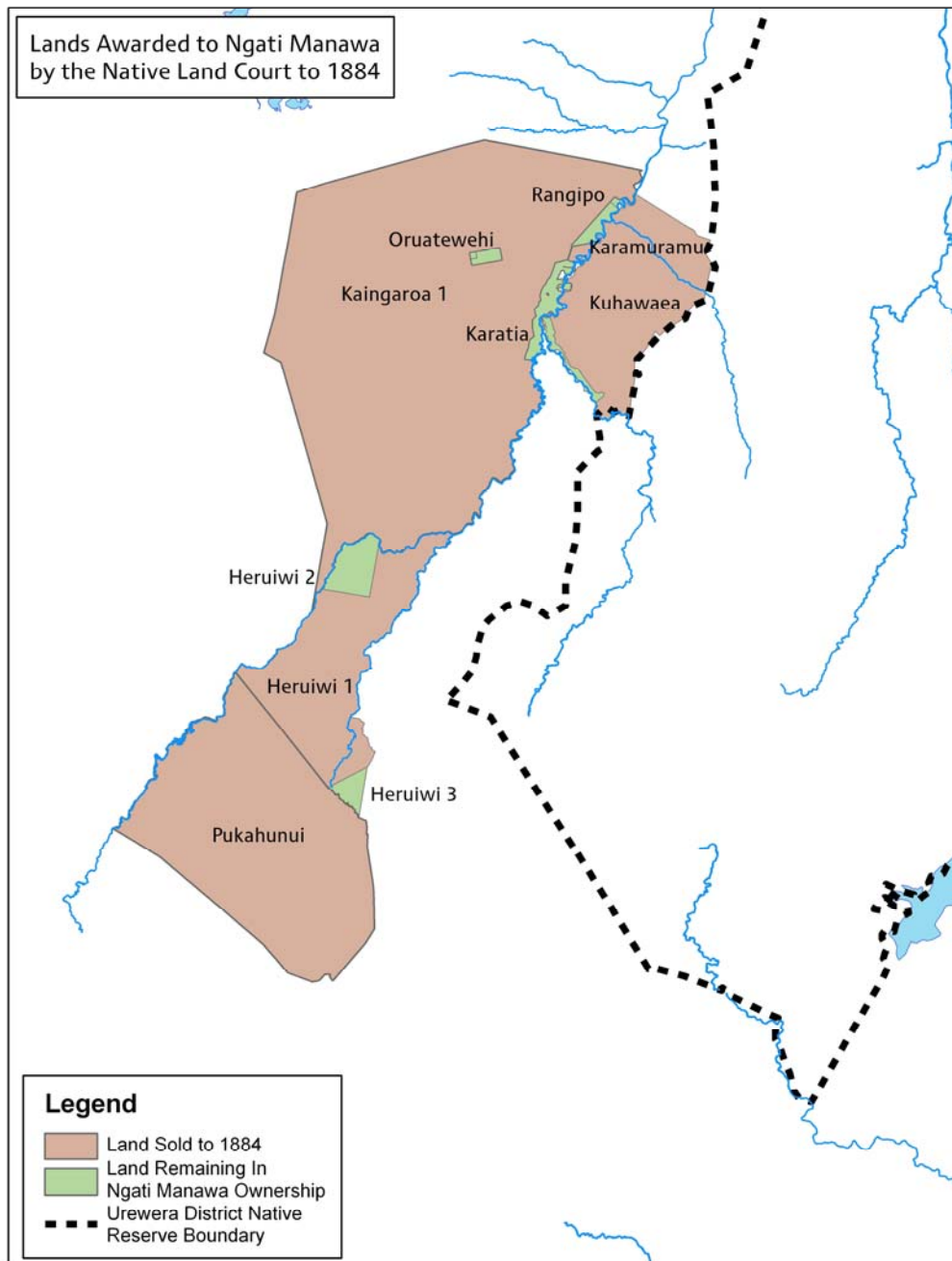
**2: HISTORICAL ACCOUNT**

- 2.46 Most of the owners of the Pukahunui block signed a new deed of lease but in 1881 the Crown decided to try to purchase the block. Ngāti Manawa did not wish to sell all of Pukahunui to the Crown and instead offered to refund the Crown's earlier advances of rent. The Crown insisted on having land for the rent and survey costs it had paid before it would lift its proclamation prohibiting private parties from negotiating for the block. In 1881 Ngāti Manawa agreed to the Native Land Court awarding the Crown 5,500 acres in Pukahunui. This included the best land in the 46,470 acre block.
- 2.47 By the end of 1881 the Crown had purchased approximately 130,000 acres of Ngāti Manawa land that it had originally agreed to lease.

**Ngāti Manawa and the Native Land Court 1882-1893**

- 2.48 The title investigation for Kuhawaea took place at Whakatāne in September 1882. Attending Native Land Court hearings a long distance from home continued to create difficulties for Ngāti Manawa. In 1884, when requesting a hearing for Whirinaki, Rawiri Parākiri wrote the Chief Judge of the Native Land Court that Ngāti Manawa had suffered greatly from earlier hearings at Matata and Whakatāne. The impact on Ngāti Manawa was the burden of food and accommodation costs at hearings as well as disruption to their harvesting and cultivation work at home.
- 2.49 As with Kaingaroa 1, Ngāti Manawa attempted to accommodate the interests of neighbouring iwi in the title they and their close kin were awarded for Kuhawaea. Another iwi who claimed interests in this block declined, on principle, to participate in the Native Land Court hearings. Nevertheless Ngāti Manawa included several from this iwi on the list of owners.
- 2.50 The challenges facing Ngāti Manawa in the 1880s were exacerbated by the depression which afflicted the New Zealand economy at this time. One impact of the depression was that the Government scaled back its land purchasing. After completing the Heruiwi and Pukahunui purchases the Government did not purchase any additional Māori land until the 1890s.
- 2.51 Ngāti Manawa agreed to several large sales to private parties in 1882 and 1883. Ngāti Manawa hoped that these sales would lift the iwi out of poverty. The balance of the Pukahunui block that the Native Land Court had not awarded to the Crown was sold in 1882. The 21,694 acres of Kuhawaea were sold to the lessee of the land in 1883.

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2.52 In the early 1880s Ngāti Manawa were farming a flock of 2,000 sheep at Kāramuramu. Despite this, Ngāti Manawa were still in distressed economic circumstances in 1885. At this time a school inspector described the circumstances of the children at Galatea as “anything but cheering” and urged the Government to give them any help possible.

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- 2.53 The Court investigated the title to the Pohokura block in Hastings in March 1885 on the application of another iwi. Ngāti Manawa were not aware of the proposed hearings before they started and did not participate in them. They sent a list of four Ngāti Manawa names to the Court, but these were not included in the list of owners awarded title. Ngāti Manawa successfully applied for a rehearing and in November 1885 the Court directed the addition of the Ngāti Manawa names to the Pohokura title. Ngāti Manawa sought some financial relief by selling their interests in the Pohokura lands in February 1886.
- 2.54 The June 1886 Tarawera eruption forced Ngāti Manawa to abandon their main settlement at Kāramuramu and seek shelter and food in the forests of Heruiwi.
- 2.55 The Whirinaki and Heruiwi 4 blocks were the only large blocks claimed by Ngāti Manawa that did not pass through the Native Land Court before the end of the 1880s. In the mid 1880s Ngāti Manawa chiefs requested that title investigations for these blocks take place at Te Teko and Kāramuramu but both were heard at Whakatāne between October and December 1890, in the middle of the planting season and during an influenza epidemic. Some years later a Crown official reported to the Government that it was his opinion that Ngāti Manawa had spent:

“many thousands of pounds through being forced to attend the Land Court at Whakatāne, to say nothing of sickness and death caused by want of proper food and accommodation.”

- 2.56 The Court divided Heruiwi between Ngāti Manawa and other iwi. Ngāti Manawa were unhappy that an urupā had not been included in their award and applied for a rehearing. The Court declined on the basis of its belief that another iwi had more dead buried in the urupā. The Court awarded Whirinaki to Ngāti Manawa and a related iwi. There was a rehearing and the Court confirmed its original decision.

**Crown Purchasing in the 1890s amid Continuing Ngāti Manawa Poverty**

- 2.57 In 1889 Harehare Atarea offered to sell interests in more land “because I am in debt and have been served with a writ from the Supreme Court” (a promissory note which was about to be called in). This offer was not taken up immediately, but Ngāti Manawa poverty led to further offers to sell land in the 1890s. During this decade the Government renewed its commitment to buying Māori land.
- 2.58 Ngāti Manawa offered to sell the Crown 40,000 acres in Heruiwi 4 immediately after Court awarded them title in 1890. The Crown agreed to purchase this land in 1892. By the time negotiations had concluded Ngāti Manawa had offered the Crown an additional 6,200 acres which was also purchased.
- 2.59 Disastrous floods destroyed their crops in mid 1892 and again in January 1893. In January 1893 Harehare Atarea pleaded with the Government to send Ngāti Manawa food, and offered to pay for it out of the purchase money for land. He offered to sell

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“Heruiwi or Pohokura, or any block of land in this district owned by us.” He continued that, “What is the use of the land if the owners die of starvation?”

- 2.60 Harehare received no reply and again wrote the Government in March 1893 of Ngāti Manawa’s desperate food shortage. This time he specifically offered some of Ngāti Manawa’s best remaining land in Heruiwi 4 so that his people could buy food.
- 2.61 The Government began acquiring the signatures of individual owners to a purchase deed for Heruiwi 4B in July 1893. The Native Land Court had recognised the importance of this land to Ngāti Manawa’s ability to sustain themselves and had ordered that the block should be inalienable. However, the Governor exercised his power to lift such orders. The Crown’s purchase of individual interests continued until November 1895 at which stage it had acquired more than 16,000 acres in Heruiwi 4B.
- 2.62 The Crown prohibited private purchasing of Māori land in 1894. In January 1895 the Government began purchasing individual interests in the Whirinaki block. The Court had also ordered that this block should be inalienable. Notwithstanding that, the Government purchased nearly 21,500 acres from 178 individuals by November 1895. Just over a fifth of the purchase money was consumed by the cost of surveying the land. A further block of 350 acres in Whirinaki was acquired by the Crown in satisfaction of survey costs in 1899.
- 2.63 In 1897 Ngāti Manawa were afflicted by a harsh influenza epidemic. Frosts destroyed all their crops between 1898 and 1900, and created near famine like conditions. Early in 1899 a committee of owners was appointed by the different iwi interested in Pohokura to arrange a large sale to the Crown. The Crown completed the purchase of 40,000 acres that year from Ngāti Manawa and other iwi.

### **The Establishment of the Urewera District Native Reserve**

- 2.64 Ngāti Manawa land interests extended into the western edges of Te Urewera. Ngāti Manawa and other Māori had not sold any land in this area by the 1890s and it was one of the last areas of the country to be “opened up” for land leases or sales. Māori in Te Urewera were focussed on retaining their land by ensuring that none was brought before the Native Land Court or taken by the Crown for roading. They also wanted to ensure the protection of native birds and waterways.
- 2.65 In 1895 Premier Richard Seddon, James Carroll and other government representatives met in Wellington with leaders of iwi with interests in Te Urewera to discuss how their land was to be governed in the future. The Crown wanted the iwi to allow their land to be surveyed and have land title determined. Iwi leaders sought self-government and protection against land alienation.
- 2.66 Harehare Atarea and Te Marunui Rawiri represented Ngāti Manawa. They were reluctant to be involved in a project primarily being negotiated with other iwi, but finally agreed to the establishment of a special 656,000 acre Te Urewera reserve. The

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Crown agreed to introduce a special system to exempt the lands in the reserve from the Native Land Court system by allowing land ownership to be determined by an 'Urewera Commission' comprising two Pākehā commissioners and five from the Tūhoe tribe. Hapū and iwi were to retain control over their land. Land was only to be alienated with the approval of a General Committee elected by Māori with interests in the Urewera Native District Reserve. Local Government was to be left in Māori hands through elected committees. The Urewera District Native Reserve Act 1896 was to give effect to this agreement.

### **Implementation of the Urewera District Native Reserve Act 1896**

- 2.67 In the first two decades of the twentieth century the Crown took a number of actions which were counter to the agreements it had reached with Ngāti Manawa and others and had given effect to in the Urewera District Native Reserve Act. A number of the protections Urewera leaders had secured as a condition of submitting their lands to survey and title determinations were not given effect to and the local governance provisions were weakened.
- 2.68 In 1908 a General Committee of 33 people, including Harehare Atarea and Te Marunui Rawiri from Ngāti Manawa, was elected to administer the Urewera reserve. Later that year, however, the Government made itself responsible for appointing the General Committee, and restricted it to twenty members. Te Marunui Rawiri was one of those appointed by the Government in 1909.
- 2.69 In 1909 legislation was enacted empowering the Government to declare individual blocks in the reserve subject to the jurisdiction of the Native Land Court. A Government adviser suggested that Te Whaiti be subdivided in 1910 to end disputes between Ngāti Manawa and the other iwi with whom they shared the block. A partition hearing took place in 1913. Despite concluding that there were no internal boundaries between Ngāti Manawa and their co-owners, the Court split Te Whaiti in two. Ngāti Manawa were awarded Te Whaiti 2 on partition, being 26,292 of the 71,340 acres.

### **The Urewera Commission Determines Titles**

- 2.70 The determination of land titles by the Urewera Commission was a drawn out process. Ngāti Manawa claimed interests in the Te Whaiti-nui-a-Toi block. In May 1901 the Commission awarded Ngāti Manawa 3,370 acres in the Tāwhiuau section of Te Whaiti-nui-a-Toi. Most of the block was awarded to other iwi.
- 2.71 Ngāti Manawa lodged five appeals against this decision. One of these was lodged by Hohepa Poia and others, and another by Harehare Atarea and 194 others. The Government appointed a second Commission to hear appeals in 1906. The three Commissioners who heard the Te Whaiti-nui-a-Toi appeal included two Pākehā, and a Māori from outside the Urewera region. In 1907 the second Commission enlarged Ngāti Manawa's award of the Tāwhiuau block to 5,064 acres. It also included 188 Ngāti Manawa among the 506 owners of Te Whaiti block.

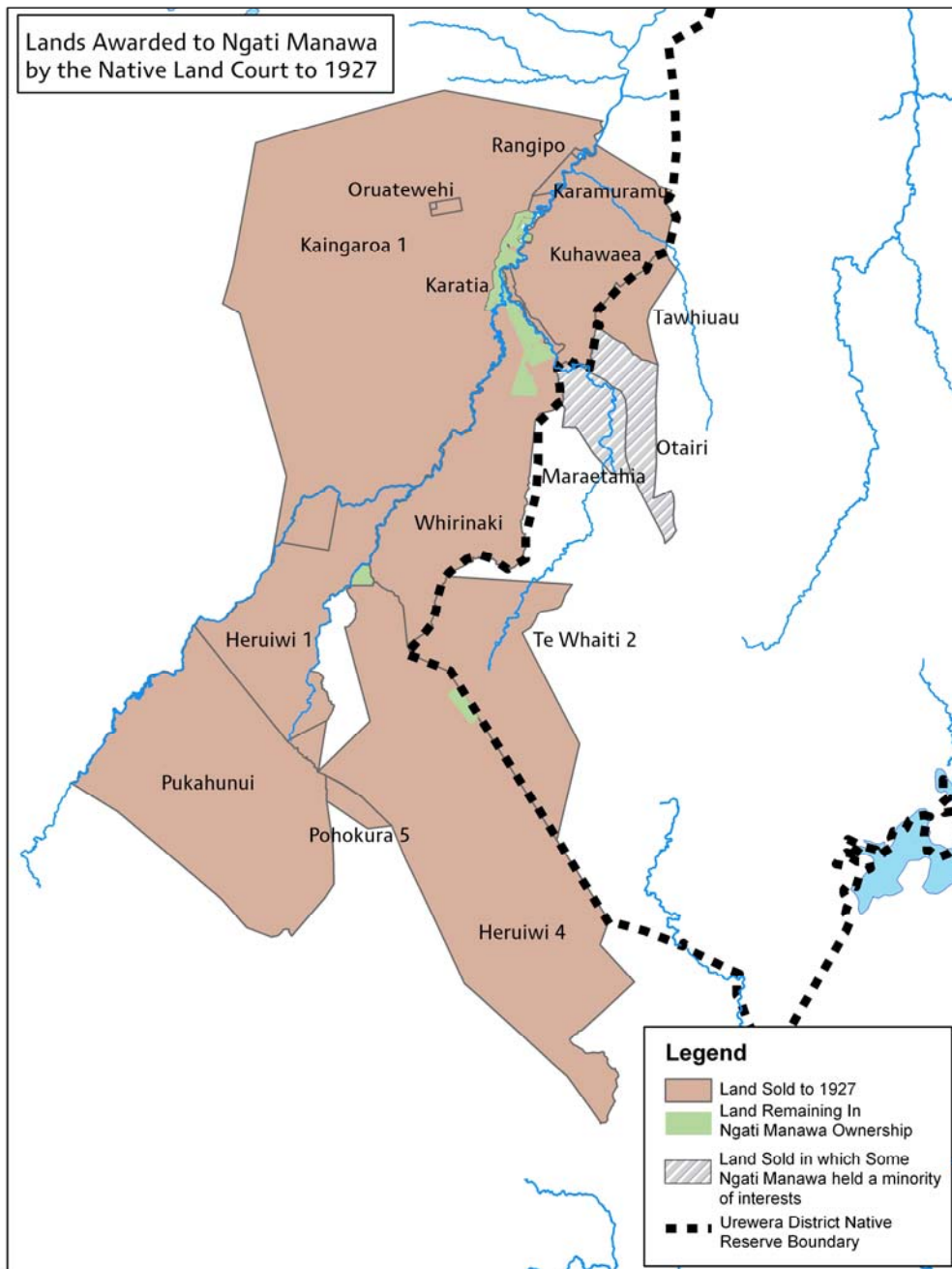
**2: HISTORICAL ACCOUNT**

- 2.72 In a similar manner to their approach to lists of owners given to the Native Land Court, Ngāti Manawa included some members of other iwi on the title of Tāwhiuau. It also appears that a few Ngāti Manawa may have been among the owners of Otairi and Maraetahi which had been part of the larger Te Whaiti-nui-a-Toi block.

**Continuing Crown Purchasing in the Twentieth Century**

- 2.73 The 1896 Urewera District Native Reserve Act was amended by subsequent legislation that changed its structure and provisions. The effect of these changes made it much easier for the Crown to purchase land inside the Urewera Reserve. The land inside the Urewera District Native Reserve, and nearly 25,000 acres outside it, was all that remained in Ngāti Manawa's ownership at the start of the twentieth century. Despite this, the Crown continued purchasing Ngāti Manawa land.

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2.74 In November 1914 the Government began acquiring interests in lands from individual owners without complying with the legal requirement set out in the Urewera District Native Reserve Act to first seek the approval of the General Committee. This requirement was intended to ensure communal rather than individual control over land alienation. In May 1915 the Government decided to purchase Te Whaiti, but had still not obtained the General Committee's consent. These illegal actions were

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retrospectively validated by legislation in 1916 that also empowered the Government to continue purchasing inside the reserve without the General Committee's consent.

- 2.75 The Crown wanted to acquire valuable timber on Te Whaiti. After 1905 it was required to have Māori land valued before purchasing it. Most of the timber was located on the Ngāti Manawa portion of the block and when valued the Ngāti Manawa portion of Te Whaiti was given a much higher valuation than the other parts. Nevertheless in 1938 and 1944 some Ngāti Manawa petitioned the Government complaining that the price finally paid for the timber land was less than market value.
- 2.76 The law required the Crown to hold a meeting of the assembled owners of a land block, before beginning negotiations to purchase individual interests in the land. The Crown did not hold such a meeting in its negotiations for Te Whaiti. Instead the Crown pressed ahead with the purchase of individual interests. It had some initial success but negotiations dragged on for a number of years as the Crown's agent travelled far and wide trying to persuade individual owners to sell.
- 2.77 Ngāti Manawa's economic circumstances contributed to their willingness to sell. Pera Te Horowai offered the Government his interests in Te Whāiti in 1915 because his people were facing starvation due to heavy frosts having destroyed their crops, and the high price of flour. Some Ngāti Manawa land was offered for sale to raise development capital. In 1910 W. H. Bird wrote that the owners of a Whirinaki section wished to sell to raise development capital for other land that they retained. In 1914 Bird suggested the Government purchase the Ngāti Manawa section of Te Whāiti because "they want money to work the Hikurangi blocks now being subdivided by the Native Land Court in Whakatāne."
- 2.78 The Crown also began purchasing undivided shares from individual owners in the Otairi, Maraetahi and Tāwhiuau blocks. By March 1921 it had acquired the majority of interests in these blocks. However the Crown had been purchasing undivided shares. It was not clear where the boundaries between the interests acquired by the Crown, and those retained by non sellers should be drawn.

### **The Urewera District Reserve Consolidation Scheme**

- 2.79 This circumstance affected a number of Urewera Reserve blocks. Crown officials were reluctant, however, to have the Native Land Court subdivide out its purchases in the Urewera Reserve. They were concerned the Court would not award the Crown the parts of the blocks that officials wanted to make available for settlers. They also believed that a Court partition would disadvantage the non sellers as they would be left with widely scattered interests among a number of blocks. The Crown proposed a scheme to consolidate interests that would give the Crown the land it wanted, and provide the non sellers with larger more economically viable landholdings.
- 2.80 The Crown began holding meetings with Ngāti Manawa and another iwi in 1921 to work out arrangements for the consolidation of interests in the Te Whaiti, Maraetahi,

## 2: HISTORICAL ACCOUNT

Otairi and Tāwhiuau blocks. The Government did not acquire all the land it wanted in Te Whaiti, but still secured the block's valuable timber resources. One whānau group exchanged their shares in Te Whāiti for Crown interests in Whirinaki.

- 2.81 The Urewera Lands Act 1921-1922 repealed the Urewera District Native Reserve Act 1896 and gave effect to the consolidation scheme. It provided for some Ngāti Manawa owners exchanging their interests in Te Whaiti for Crown land in Whirinaki. The former Te Whaiti 2, Maraetahia, Otairi and Tāwhiuau blocks all but disappeared. Ngāti Manawa non sellers found their interests grouped into new blocks including a Te Whaiti series of 24 blocks.
- 2.82 The non sellers from Ngāti Manawa and another iwi were entitled to 14,366 acres at the end of the consolidation scheme, but substantial deductions were made from this to cover the costs of roading and surveying. Their entitlement was reduced by nearly a quarter to 10,840 acres.

### **Ngāti Manawa Reserves**

- 2.83 By the 1920s Ngāti Manawa retained ownership of only a small fraction of their rohe. The Crown's officially stated policy in the nineteenth century was that sufficient land for Māori to live on should be reserved for Māori from purchases of their land. The Crown believed that three reserves were created from the 1880 Kaingaroa purchase of 1,644 acres at Karatia, 417 acres at Ōruatewehi and 670 acres at Rangipō. All the land in Ōruatewehi and Rangipō was, however, purchased by private parties or the Crown between 1892 and 1928. In 1894 and 1921 the Crown compulsorily took 37 acres in Karatia for public works without paying any compensation.
- 2.84 Ngāti Manawa may have agreed to sales at Ōruatewehi and Rangipō due to confusion between themselves and the Government over what land had actually been reserved in 1880. The reserves provided for by the text of the Kaingaroa 1 deed did not precisely correspond to those represented on the plan accompanying the 1880 deed. These reserves also differed from those earlier agreed upon out of the Crown's 1875 lease. Ngāti Manawa kept using land at Motumako and Kiorenui within the boundaries of Kaingaroa 1 until 1920 when the Crown began to develop these blocks for the Kaingaroa state forest.
- 2.85 Ngāti Manawa soon petitioned the Government that they believed Motumako and Kiorenui had been reserved in 1880. This led to an investigation of the 1880 purchase by a Native Land Court Judge in 1926. His conclusions placed some reliance on the recently published memoirs of the ex-Crown official who negotiated the purchase. Ngāti Manawa disputed the accuracy of this account, and in certain respects their evidence was more consistent with the contemporary documentation of the 1880 purchase. The Judge appears to have seen only some of the contemporary documentation. He rejected Ngāti Manawa's argument that it had been intended to reserve Kiorenui but accepted that they had intended to reserve Motumako. The Chief

## 2: HISTORICAL ACCOUNT

Judge of the Native Land Court advised the Government not to accept these findings on the basis that it was unwise to upset a sale that had stood for 46 years.

- 2.86 Ngāti Manawa began a long campaign for the return of Motumako. In 1927 the Native Affairs Committee referred a Ngāti Manawa petition to the Government for favourable consideration. The New Zealand Forest Service was determined to retain Motumako, however, as it was in the middle of one of its forests. It considered there was a risk fires might spread from privately owned land to its forests.
- 2.87 In 1931 Ngāti Manawa proposed exchanging their interests in Motumako for 315 acres in Karatia. The Crown, though, maintained that Motumako was only worth 100 acres in Karatia. The Crown and Ngāti Manawa were unable to agree how much millable timber was in Motumako. Negotiations spread over 30 years could not resolve this disagreement.
- 2.88 The Motumako dispute eventually became entwined with the Crown's attempts to purchase some remaining Ngāti Manawa land at Whirinaki. This began in the 1950s and lasted until 1967 when Ngāti Manawa asked the Crown to stop. In 1969 Ngāti Manawa proposed to provide the Crown with Whirinaki lands in exchange for Motumako. The Crown did not immediately agree but in 1973 offered to exchange Whirinaki for Motumako. The Crown and Ngāti Manawa finally agreed in 1981 that the Crown would exchange 1,490 acres in Whirinaki 4B2 for Motumako.
- 2.89 Despite the small amount of land remaining in Ngāti Manawa ownership by the middle of the twentieth century, the Crown compulsorily acquired 136 acres at Karatia in 1954 to use as a log yard and rail head to service the forestry industry.

### **Rivers and Freshwater Fisheries**

- 2.90 The rohe of Ngāti Manawa includes the bed and waters of the upper Rangitaiki river, Ngāti Manawa's tupuna awa, and its tributaries, including in particular the Wheao and Whirinaki rivers. Other important streams for eels and fishing places were the Pokairoa, Kopuriki, Horomanga and Mangamate Streams. Apart from being a vital part of the traditional economy of Ngāti Manawa, these waterways are taonga that are critical to Ngāti Manawa's spiritual sustenance and wellbeing.
- 2.91 Ngāti Manawa and neighbouring iwi had their own maramataka (fishing calendar). The fishery was managed according to tikanga.
- 2.92 Numerous varieties of eels were formerly caught by Ngāti Manawa, including black eels (mataamoe), silver-bellied eels (paewai), blind eels (piharau), and yellow-bellied eels. All were taonga to Ngāti Manawa. Certain individuals and families had special knowledge of fishing methods and had the responsibility to pass their knowledge on to the next generation. Places where specific varieties of eels could be caught were well-known and were often named. There were a number of traditional fishing methods, including hīnaki, retireti, rama tuna, fern beds or boxes, and line fishing.

## 2: HISTORICAL ACCOUNT

- 2.93 The Government took control of the Rangitaiki and other rivers from the late nineteenth century. The Water Power Act 1903, and subsequent legislation, gave the Crown sole control of these rivers to use for electricity generation. The beds of all navigable rivers were vested in the Crown by the Coal Mines Act 1903. Otherwise, title to rivers was governed by the *ad medium filum aquae* rule. Ngāti Manawa state that this is inconsistent with their tikanga. There was no consultation with Ngāti Manawa over the coal mines legislation. Section 21 of the Water and Soil Conservation Act 1967 vested all rights of management, use, and authority over natural water in the Crown. There was no consultation between the Crown and Ngāti Manawa about this legislation either.
- 2.94 The Rangitaiki river and its tributaries have been affected by the construction of the Matahina, Aniwhenua, and Wheao power schemes. The dams have assisted New Zealand's economic growth, but at the cost of a decline in the health of the rivers. The eel fisheries and other resources that Ngāti Manawa rely on for cultural and physical sustenance have been severely affected. The Matahina scheme caused a significant section of the Rangitaiki to flood between Matahina and Murupara. Ngāti Manawa say that the mixing of the waters of the Rangitaiki and Wheao shatters the tapu and sanctity of these rivers. They cannot identify whether the re-channelled river was the Rangitaiki or the Wheao.
- 2.95 Ngāti Manawa now need permits to cross Crown owned forests to fish in their rivers. Ngāti Manawa continue to regard themselves as kaitiaki of the rivers.

### Land Development Schemes

- 2.96 In the 1920s Ngāti Manawa were concerned at how their remaining land interests were scattered across many blocks. William Bird wrote the Government in 1929 requesting a further consolidation scheme involving Ngāti Manawa and other iwi that would amalgamate approximately 25,000 acres of land with more than 1,800 owners into larger and more economically viable sections. Some preliminary work was done, but there was no further consolidation of Ngāti Manawa interests, despite further requests being made in the 1940s.
- 2.97 In 1929 the Government began providing funds for development schemes to establish viable farms on Māori owned land. Ngāti Manawa would have preferred that their interests be consolidated first, but lobbied the Government in 1933 and 1934 to establish a development scheme on their land. In January 1937 a development scheme was established on Ngāti Manawa land at Karatia and Whirinaki. By March 1939, approximately 1,700 acres had been developed and 35 men had been employed. While some owners were allocated land, the Ngāti Manawa community of owners generally had little control over their land once it was in the scheme.
- 2.98 Some 6,000 acres were put into the Ngāti Manawa development scheme. Work began well converting the undeveloped land into dairy farms with William Bird as foreman. However, progress soon slowed. Much of the scheme's land was unsuitable

## 2: HISTORICAL ACCOUNT

for dairy farming, and the Second World War between 1939 and 1945 created shortages of labour and materials. In July 1947, the Native Department was instructed by the Prime Minister and the Minister of Native Affairs to proceed with a consolidation of Ngāti Manawa interests. The consolidation was delayed so the Crown could acquire the Karatia block for a log yard which the Forest Service required. The consolidation was never completed.

- 2.99 Ngāti Manawa had little ability to control the administration of the development scheme. It lost money, and its costs were charged against the land which became heavily indebted. By the 1950s many owners were asking for their land to be removed from the scheme. It had been reduced to 3,300 acres by 1957.
- 2.100 The Government further attempted to develop the remaining land in the 1960s but the scheme's debts continued to increase. The owners became increasingly frustrated with the Government's management of their land. In the early 1970s they sought its return and the writing off, or reduction of, its debt. However, the Crown considered the debt a fair charge against the land.
- 2.101 The owners established the Ngāti Manawa Incorporation in 1972, and the land was transferred to this incorporation. Its considerable debts were re-financed as a mortgage on the land. The incorporation succeeded in making a profit, and paid its first dividend in 1979.

### **Farms for Returned Servicemen**

- 2.102 The Government allocated a number of farms on Crown land at Kuhawaea to returned servicemen after the Second World War. Kuhawaea had originally been owned by Ngāti Manawa, but Ngāti Manawa returned servicemen were ineligible for these farms. Government policy was that Crown land would only be allocated to returned servicemen considered capable of living in wholly European communities. Prior to 1954, applicants had to be certified as able to farm without supervision. All Māori applicants were certified as requiring the supervision of the Department of Māori Affairs.

### **Further Crown Acquisitions of Ngāti Manawa Land for the Forestry Industry**

- 2.103 In the late 1940s the Crown sought land to build a pulp and paper mill to process wood from the Kaingaroa forest. The Crown already owned most of the land in the district, but decided the most suitable site for such a mill was on Ngāti Manawa land at Karatia. The Prime Minister asked Ngāti Manawa to sell the Government the land and told them this project would provide them with employment for generations.
- 2.104 The Crown eventually decided to build the mill at Kawerau but it still sought 136 acres at Karatia for a log yard and railhead. In February 1953 the Crown proposed an exchange of land with Ngāti Manawa. Negotiations broke down due to disagreement over whether the land should be valued at its current or potential value.

## 2: HISTORICAL ACCOUNT

2.105 The Prime Minister had promised Ngāti Manawa that the Government would not compulsorily take its land but in 1954 a new Government decided to compulsorily acquire the land it wanted. The Maori Land Court ordered the Government to compensate Ngāti Manawa for the potential value of the land. The compensation was paid to the Māori Trustee, and subsequently used to repay the debts on three Karatia blocks arising out of the Ngāti Manawa development scheme.

### **Forestry and Post 1984 Restructuring**

2.106 From 1950 the Ngāti Manawa economy was dependent on the Kaingaroa Forest (planted on land Ngāti Manawa sold to the Crown). The New Zealand Forest Service developed “timber towns” at Murupara, Minginui, and Kaingaroa, and provided work for many Ngāti Manawa. In 1953 more than half the Māori workforce in Murupara was employed in industries associated with forestry.

2.107 The New Zealand Forest Service maintained a strong sense of social responsibility into the 1980s. In May 1983 it commenced a new planting programme which was mainly designed to create new jobs. More than 1,000 jobs were to be created before the end of 1987. However Ngāti Manawa’s dependence on the New Zealand Forest Service made the iwi vulnerable to shifts in government policy.

2.108 In 1984 the Government decided that the New Zealand economy would benefit from a programme of restructuring and deregulation. By 1987 the Forest Service had been split up and its former functions transferred to the Department of Conservation and the New Zealand Forestry Corporation. Maori Affairs Department officials warned that restructuring the New Zealand Forest Service would have a “devastating” effect on the Central North Island forestry towns. Many former Forest Service workers were laid off, and the Forest Service office in Murupara was closed.

2.109 The Government established a five million dollar fund to assist communities across the country to adapt to the economic changes, but this did not prevent considerable unemployment among Ngāti Manawa. In 1993 65 percent of Murupara’s population were on a welfare benefit. Many Ngāti Manawa families left Murupara in search of work.

**3: ACKNOWLEDGEMENTS AND APOLOGY BY THE CROWN**

**3 ACKNOWLEDGEMENTS AND APOLOGY**

**ACKNOWLEDGEMENTS**

- 3.1 The Crown acknowledges that it has failed to deal with the longstanding grievances of Ngāti Manawa in an appropriate way and that recognition of these grievances is long overdue.
- 3.2 The Crown acknowledges that the several wars that were fought between the Crown and other Māori in the eastern Bay of Plenty between 1865 and 1872 had a prejudicial effect on Ngāti Manawa and that:
- 3.2.1 Ngāti Manawa tried to maintain a neutral position until the circumstances would not permit it;
  - 3.2.2 the fighting in their rohe led to the exile of the Ngāti Manawa people who had to live as refugees in the rohe of other iwi in 1865 and 1866, and again between 1869 and 1872;
  - 3.2.3 the Crown military forces inflicted a scorched earth policy in their pursuit of Te Kooti through the Ngāti Manawa rohe between 1869 and 1872; and
  - 3.2.4 the resulting destruction devastated Ngāti Manawa's traditional economy, leaving them impoverished and severely diminishing their ability to exercise mana and reciprocate manaakitanga.
- 3.3 The Crown acknowledges that its failure to compensate Ngāti Manawa for the destruction its forces caused was a breach of the Treaty of Waitangi and its principles, and had an ongoing impact on the economic, physical and spiritual wellbeing of Ngāti Manawa.
- 3.4 The Crown acknowledges that:
- 3.4.1 from 1873 Ngāti Manawa sought to alleviate their poor economic circumstances by negotiating and entering into agreements to lease land to the Crown;
  - 3.4.2 the Crown declined to pay rent until ownership of those lands had been judicially determined despite having entered into agreements to lease Ngāti Manawa land;
  - 3.4.3 its suspension of the Native Land Court until 1877 delayed the determination of the ownership of these lands and the implementation of the lease agreements; and

**3: ACKNOWLEDGEMENTS AND APOLOGY BY THE CROWN**

- 3.4.4 as a result Ngāti Manawa did not receive the benefit of regular rent payments for those lands.
- 3.5 The Crown acknowledges that the Crown's failure to pay rent increased the economic pressure on Ngāti Manawa at a time when they were also suffering generally from the effects of impoverishment as well as the flooding and epidemics. The combined effect of these pressures was a key reason for Ngāti Manawa selling land to alleviate the conditions their people were in.
- 3.6 The Crown acknowledges that:
- 3.6.1 it did not consult with Ngāti Manawa on native land legislation prior to its enactment;
- 3.6.2 the Native Land Court process required Ngāti Manawa to attend long hearings outside their rohe on several occasions between 1878 and 1890 at venues with insufficient supplies of food and inadequate accommodation and this imposed a considerable burden on Ngāti Manawa; and
- 3.6.3 the operation and impact of the native land laws, in particular the awarding of land to individual Ngāti Manawa rather than to the iwi or hapū, made those lands more susceptible to partition, fragmentation and alienation. This contributed to the further erosion of the traditional tribal structures of Ngāti Manawa which were based on collective tribal and hapū custodianship of land. The Crown failed to take adequate steps to protect those structures. This had a prejudicial effect on Ngāti Manawa and was a breach of the Treaty of Waitangi and its principles.
- 3.7 The Crown acquired approximately 130,000 acres of land from Ngāti Manawa between 1880 and 1881. The Crown acknowledges that the combined effects of the aggressive purchase techniques employed on occasion by the Crown including:
- 3.7.1 the use and implementation of monopoly powers by issuing a proclamation in 1878 which prevented Ngāti Manawa from leasing the Kaingaroa 1, Pukahunui and Heruiwi blocks, which the Crown wished to purchase, to private parties;
- 3.7.2 the lack of regular rent payments for the Heruiwi and Pukahunui blocks while the Crown was negotiating to purchase those lands;
- 3.7.3 refusing to lift its prohibition on Ngāti Manawa alienating lands to private parties when the iwi received an offer for the Heruiwi block which was significantly greater than the price the Crown was prepared to pay for the land; and
- 3.7.4 refusing to accept Ngāti Manawa's offer to refund Crown cash advances or pay survey liens over the Pukahunui block with cash and instead insisting on being paid in land;

**3: ACKNOWLEDGEMENTS AND APOLOGY BY THE CROWN**

unreasonably limited the options Ngāti Manawa had available to them. The Crown acknowledges that it failed to actively protect the interests of Ngāti Manawa and this was a breach of the Treaty of Waitangi and its principles.

3.8 The Crown acknowledges that when it purchased the Kaingaroa 1 block it failed to instigate and follow clear procedures to exclude from sale all the areas that Ngāti Manawa had indicated they wished to have reserved for them. This failure to implement proper processes was a breach of the Treaty of Waitangi and its principles.

3.9 The Crown acknowledges that:

3.9.1 Ngāti Manawa's land holdings were further reduced by:

- (a) the taking of land for payment for survey liens;
- (b) other land purchases by private parties;
- (c) Crown purchases of over 80,000 acres between 1892 and 1899; and
- (d) continuing Crown purchasing in the twentieth century;

3.9.2 that the Crown failed to monitor the impact of its purchase on Ngāti Manawa's landholdings; and

3.9.3 Crown purchasing officers in some instances attempted to influence Ngāti Manawa to reduce the number of names on owners' lists and sometimes disregarded Ngāti Manawa's preference to lease rather than sell land.

3.10 The Crown acknowledges that the intention of the Urewera District Native Reserves Act 1896 was to protect Ngāti Manawa's interests but that by:

3.10.1 failing to implement the system of local land administration and local governance provided for in the legislation;

3.10.2 making unilateral changes to key parts of the administration of the reserve, without effective consultation with Ngāti Manawa; and

3.10.3 purchasing interests in the Te Whaiti block from individual Ngāti Manawa between 1915 and 1921 in breach of the provisions of the Urewera District Native Reserve Act 1896;

the Crown undermined its relationship with Ngāti Manawa and breached the Treaty of Waitangi and its principles.

3.11 The Crown acknowledges that it continued purchasing land from Ngāti Manawa outside the Urewera Reserve in the early twentieth century and that by the 1920s Ngāti Manawa was virtually landless. The Crown's failure to ensure Ngāti Manawa were left with sufficient land for their present and future needs was a breach of the Treaty of Waitangi and its principles.

**3: ACKNOWLEDGEMENTS AND APOLOGY BY THE CROWN**

- 3.12 The Crown acknowledges that Ngāti Manawa's landholdings were further diminished by the Crown taking land under public works legislation sometimes without compensation, which caused a sense of grievance among Ngāti Manawa that is still strongly held.
- 3.13 The Crown acknowledges that sites of particular significance to Ngāti Manawa were parts of lands taken under public works legislation, National Parks legislation and now form part of the public conservation estate. A vast majority of Ngāti Manawa's tribal estate was acquired for settler settlement but was ultimately used to create a national forest estate.
- 3.14 The Crown acknowledges:
- 3.14.1 the Rangitaiki and Wheao Rivers and its tributaries are taonga of great significance to Ngāti Manawa and have been a key source of Ngāti Manawa's spiritual and material well being. According to Ngāti Manawa tikanga the Rangitaiki and Wheao rivers were part of the environment of successive generations of their ancestors and part of their ancestral link with both the past and the future;
  - 3.14.2 the importance to Ngāti Manawa of the principle of te mana o te awa arising from their relationship with the Rangitaiki and Wheao Rivers. To Ngāti Manawa the Rangitaiki River is a tupuna which has mana and in turn represents the mana and mauri of Ngāti Manawa; and to Ngāti Manawa the Rangitaiki River and its tributaries are a single indivisible being and includes its waters, banks, bed (and all minerals under it) and its streams, waterways, tributaries, lakes, aquatic fisheries, vegetation, floodplains, wetlands, islands, springs, water column, airspace and substratum as well as its metaphysical being with its own mauri;
  - 3.14.3 that to Ngāti Manawa, their relationship with the Rangitaiki River and its tributaries, and their respect for it, gives rise to their responsibilities to protect the mana and mauri of the River and to exercise their mana whakahaere in accordance with their long established tikanga. Their relationship with the river and their respect for it lies at the heart of their spiritual and physical wellbeing, and their tribal identity and culture; and
  - 3.14.4 the rivers were the sites of a freshwater tuna (eel) fishery of vital significance to Ngāti Manawa, which for generations has sustained the Ngāti Manawa people's way of life.
- 3.15 The Crown acknowledges:
- 3.15.1 the common law doctrine of ad medium filum aquae is inconsistent with Ngāti Manawa tikanga;
  - 3.15.2 that it has denied Ngāti Manawa their te mana o te awa and mana whakahaere over the Rangitaiki and Wheao Rivers and that it has failed to respect, provide for and protect the special relationship of Ngāti Manawa with the Rangitaiki River and its tributaries;

**3: ACKNOWLEDGEMENTS AND APOLOGY BY THE CROWN**

- 3.15.3 the decline in health of the Rangitaiki and Wheao Rivers caused while the Crown had authority over the rivers, as a consequence of the building of dams (particularly Matahina and Aniwhenua/Āniwaniwa), has been a source of distress for the Ngāti Manawa people and has caused a sense of grievance among Ngāti Manawa that is still strongly held today;
- 3.15.4 according to Ngāti Manawa tikanga the alteration of the waters of the Rangitaiki and Wheao rivers so they merged into one indistinguishable watercourse is a transgression of the ancient tapu with which the rivers were regarded;
- 3.15.5 the merging of the rivers has been a source of distress for the people of Ngāti Manawa;
- 3.15.6 the Ngāti Manawa tuna fishery has been depleted through policies and actions of the Crown including construction of the dams and the favouring of trout fishing over the customary fishery; and
- 3.15.7 that the degradation and development of the Rangitaiki and Wheao Rivers, their tributaries and wetlands have resulted in the decline of its once rich tuna and other fisheries, which had for generations sustained the people's way of life and their ability to meet their obligations of manaakitanga; and that the decline has been a further source of distress to Ngāti Manawa.
- 3.16 The Crown acknowledges that the Ngāti Manawa development scheme meant that Ngāti Manawa lost effective control of their land for a period and that when the land was returned to Ngāti Manawa control it was with a substantial debt.
- 3.17 The Crown acknowledges that its twentieth century land and forestry developments have not always provided the economic opportunity and benefits that Ngāti Manawa expected, and that the Crown's reform of the forestry industry in the 1980s had a devastating impact on Ngāti Manawa's economy.
- 3.18 The Crown acknowledges that Ngāti Manawa was excluded from participating in the economic use of their lands for forestry and that the Crown has benefited from this estate financially and economically. This has resulted in a sense of grievance among Ngāti Manawa that still exists today.
- 3.19 The Crown acknowledges that:
- 3.19.1 Ngāti Manawa expectations of an ongoing and mutually beneficial relationship with the Crown were not always realised; and
- 3.19.2 Ngāti Manawa have been loyal to the Crown in honouring their obligations and responsibilities under the Treaty of Waitangi, especially, but not exclusively, in their war service nationally and overseas. The Crown pays tribute to the contribution made by Ngāti Manawa to the defence of the nation.

**3: ACKNOWLEDGEMENTS AND APOLOGY BY THE CROWN**

**APOLOGY**

- 3.20 The Crown recognises the long efforts and struggles of the ancestors of Ngāti Manawa in pursuit of their claims for justice and redress and makes this apology to Ngāti Manawa, to their ancestors and to their descendants.
- 3.21 The Crown is deeply sorry that it has not always lived up to its obligations under the Treaty of Waitangi in its dealings with Ngāti Manawa and unreservedly apologises to Ngāti Manawa for the breaches of the Treaty of Waitangi and its principles acknowledged above.
- 3.22 The Crown profoundly regrets and unreservedly apologises to Ngāti Manawa for the cumulative effect of its acts and omissions which have had a devastating impact on Ngāti Manawa's social and traditional tribal structures; their autonomy and ability to exercise customary rights and responsibilities and Ngāti Manawa's access to customary resources and significant sites.
- 3.23 The Crown deeply apologises for not always appropriately acknowledging the mana and rangatiratanga of Ngāti Manawa. The Crown deeply regrets that its failure to protect the interests of Ngāti Manawa in a number of ways over the generations has left Ngāti Manawa virtually landless and has had a devastating impact on Ngāti Manawa's welfare, capacity for social and economic development and physical, cultural and spiritual wellbeing.
- 3.24 Accordingly the Crown seeks to atone for these wrongs and to begin the process of healing. The Crown hopes that this apology will mark the beginning of a new relationship with Ngāti Manawa that is based on mutual trust, co-operation and respect for the Treaty of Waitangi and its principles.

**TE TATAU POUNAMU**

- 3.25 The Crown gifts Ngāti Manawa three pounamu that are imbued with the grievances of Ngāti Manawa ancestors and represent the impact of the historical breaches of the Treaty of Waitangi on the Mana Atua, Mana Tangata and Mana Whenua of Ngāti Manawa.
- 3.26 Ngāti Manawa receives these taonga and as a consequence forgives the Crown for their actions in breach of the Treaty of Waitangi.

**4: THE SETTLEMENT**

**4 THE SETTLEMENT**

**DEFINITIONS**

4.1 In this deed:

4.1.1 Ngāti Manawa is defined in clause 13.1;

4.1.2 historical claims are defined in clauses 13.4 and 13.5; and

4.1.3 other defined terms are set out in clause 13.6.

**THE HISTORICAL CLAIMS ARE SETTLED**

4.2 Ngāti Manawa agrees (and the settlement legislation will provide) that, on and from the settlement date:

4.2.1 the historical claims are settled;

4.2.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and

4.2.3 the settlement is final.

**THE SETTLEMENT DOES NOT AFFECT CERTAIN RIGHTS, ACTIONS OR DECISIONS**

4.3 Nothing in this deed or the settlement legislation will:

4.3.1 extinguish or limit any aboriginal title or customary right that Ngāti Manawa may have; or

4.3.2 constitute, or imply, an acknowledgement by the Crown that any aboriginal title, or customary right, exists; or

4.3.3 except as provided in this deed or the settlement legislation:

(a) affect a right that Ngāti Manawa may have, including a right arising:

(i) from the Treaty of Waitangi or its principles; or

(ii) under legislation; or

**4: THE SETTLEMENT**

- (iii) at common law (including in relation to aboriginal title or customary law); or
  - (iv) from a fiduciary duty; or
  - (v) otherwise;
- (b) be intended to affect any action or decision under the deed of settlement between Māori and the Crown dated 23 September 1992 in relation to Māori fishing claims; or
- (c) affect any action or decision under any legislation and, in particular, under legislation giving effect to the deed of settlement referred to in clause 4.3.3(b), including:
- (i) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; or
  - (ii) the Fisheries Act 1996; or
  - (iii) the Maori Fisheries Act 2004; or
  - (iv) the Maori Commercial Aquaculture Claims Settlement Act 2004.

4.4 Clause 4.3 does not limit clause 4.2.

**THE REDRESS TO BE PROVIDED UNDER THE SETTLEMENT**

4.5 The following redress is to be provided in settlement of the historical claims:

4.5.1 the acknowledgements and apology in part 3;

4.5.2 the cultural redress that is to be provided to the governance entity under parts 5 and 6 and the settlement legislation giving effect to those parts; and

4.5.3 the financial and commercial redress that is to be provided to the governance entity under part 7 and the settlement legislation giving effect to that part.

4.6 Ngāti Manawa agrees that it is intended that the cultural redress, the financial and commercial redress, and the rights of Ngāti Manawa and the governance entity under this deed and the settlement legislation:

4.6.1 will be for the benefit of the collective group of Ngāti Manawa; but

**4: THE SETTLEMENT**

- 4.6.2 may be for the benefit of particular individuals, or a particular group of individuals (including whānau or hapū), who are members of Ngāti Manawa if the governance entity so decides in accordance with its procedures.

**ACKNOWLEDGEMENTS CONCERNING THIS DEED AND THE SETTLEMENT**

- 4.7 Ngāti Manawa and the Crown acknowledge that:

4.7.1 the negotiations resulting in this deed have been conducted in good faith and in a spirit of co-operation and compromise;

4.7.2 it is not possible:

(a) to assess the loss and prejudice suffered by Ngāti Manawa as a result of the events on which the historical claims are or could be based; or

(b) to compensate Ngāti Manawa fully for all loss and prejudice suffered;

4.7.3 the foregoing of full compensation is intended by Ngāti Manawa to contribute to the development of New Zealand; and

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

- 4.8 Ngāti Manawa acknowledges that:

4.8.1 the Crown has acted honourably and reasonably in relation to this deed; and

4.8.2 taking all matters into consideration, some of which are specified in clause 4.7, the settlement is fair in the circumstances.

5: CULTURAL REDRESS NOT REQUIRING VESTING OF LAND

**5 CULTURAL REDRESS NOT REQUIRING VESTING OF LAND**

**AHIKĀROA**

5.1 The settlement legislation will provide that:

***Declaration and acknowledgement***

- 5.1.1 Tāwhiuau is declared to be subject to an overlay classification entitled Ahikāroa;
- 5.1.2 the Crown acknowledges the Ngāti Manawa values as described in part 1 of the schedule in relation to Tāwhiuau, the text of that acknowledgement being set out in part 1 of the schedule;

***Purposes of Ahikāroa***

- 5.1.3 the only purposes of the declaration of Tāwhiuau being subject to Ahikāroa, and of acknowledging the Ngāti Manawa values in relation to Tāwhiuau, are to:
- (a) require that the New Zealand Conservation Authority and relevant Conservation Boards have particular regard to the Ngāti Manawa values and the protection principles as provided in clauses 5.1.8 and 5.1.9;
  - (b) require the New Zealand Conservation Authority to give the governance entity an opportunity to make submissions as provided in clause 5.1.10; and
  - (c) enable the taking of action under clauses 5.1.11 to 5.1.19;
- 5.1.4 clause 5.1.3 does not limit clauses 5.1.5 to 5.1.28;

***Agreement on protection principles***

- 5.1.5 the governance entity and the Crown may agree on, and publicise, protection principles that are directed at the Minister of Conservation:
- (a) avoiding harm to the Ngāti Manawa values in relation to Tāwhiuau; or
  - (b) avoiding the diminishing of the Ngāti Manawa values in relation to Tāwhiuau;

**5: CULTURAL REDRESS NOT REQUIRING VESTING OF LAND**

5.1.6 the protection principles set out in part 1 of the schedule are to be treated as having been agreed by the governance entity and the Crown under clause 5.1.5;

5.1.7 the protection principles may be changed:

- (a) by the agreement in writing of the governance entity and the Crown; or
- (b) by the Minister of Conservation, after consulting with the governance entity, to give effect to a deed of settlement with another claimant group with an interest in Tāwhiuau; and

in either case, the Minister of Conservation must notify the change in the *Gazette* as soon as practicable after the change has been effected;

***Obligations of the New Zealand Conservation Authority and Conservation Boards***

5.1.8 when the New Zealand Conservation Authority, or a Conservation Board, considers a conservation document or a draft thereof or a proposal or recommendation for a change of status in relation to Tāwhiuau it must have particular regard to the:

- (a) Ngāti Manawa values; and
- (b) protection principles;

5.1.9 before approving a conservation document or making a proposal or recommendation for a change of status in relation to Tāwhiuau, the New Zealand Conservation Authority or a Conservation Board must consult with the governance entity and have particular regard to its views as to the effect of the conservation document or change of status on the Ngāti Manawa values and the protection principles;

5.1.10 if the governance entity advises the New Zealand Conservation Authority in writing that it has significant concerns about a draft conservation document in relation to Tāwhiuau, the New Zealand Conservation Authority must, before approving the conservation document, give the governance entity a reasonable opportunity to make submissions to it in relation to those significant concerns;

***Actions by Director-General***

5.1.11 the Director-General must take action in relation to the protection principles;

5.1.12 the Director-General:

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- (a) has complete discretion to determine the method and extent of the action to be taken;
- (b) must notify the governance entity of the intended action; and
- (c) if requested in writing by the governance entity, must not take the action in respect of the protection principles to which the request relates;

5.1.13 it is acknowledged and confirmed by the Crown that the actions set out in part 1 of the schedule are actions which the Director-General has in his or her discretion determined to take and which will be notified by the Director-General in the *Gazette* as soon as practicable after the settlement date;

***Amendment of conservation documents***

5.1.14 the Director-General may initiate an amendment of a conservation document to incorporate objectives relating to the protection principles (including a recommendation to promulgate regulations or make bylaws);

5.1.15 an amendment of a conservation document initiated under clause 5.1.14 is an amendment for the purposes of section 17I(1) to (3) of the Conservation Act 1987 or section 46(1) to (4) of the National Parks Act 1980;

5.1.16 clauses 5.1.14 and 5.1.15 do not limit clause 5.1.12(a);

***Bylaws***

5.1.17 the Minister of Conservation may make bylaws for the following purposes:

- (a) providing for the implementation of objectives included in a conservation document under clause 5.1.14;
- (b) regulating or prohibiting activities or conduct by members of the public in relation to Tāwhiuau; and
- (c) specifying offences for breaches of bylaws made under clause 5.1.17(b) and providing for the imposition of fines not exceeding \$1,000 for those offences;

***Notification of actions in Gazette***

5.1.18 the Minister of Conservation must notify in the *Gazette*:

- (a) the declaration of Tāwhiuau as being subject to Ahikāroa;
- (b) the protection principles and any changes to them; and

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(c) any action taken or intended to be taken under clause 5.1.17;

5.1.19 the Director-General may notify in the *Gazette* any action taken or intended to be taken under clauses 5.1.11 to 5.1.16 (including the actions set out in paragraph 5 of part 1 of the schedule);

***Noting of Ahikāroa in conservation documents***

5.1.20 the declaration of Tāwhiuau as being subject to Ahikāroa must be noted in conservation documents affecting Tāwhiuau;

5.1.21 the noting of Ahikāroa in conservation documents under clause 5.1.20:

(a) is for the purpose of public notice only; and

(b) is not an amendment to a conservation document for the purposes of section 171 of the Conservation Act 1987 or section 46 of the National Parks Act 1980;

***Existing classification of Tāwhiuau***

5.1.22 the purpose or classification of an area as a national park, conservation area or reserve is not affected by the fact that the area is subject to Ahikāroa;

***Termination of Ahikāroa***

5.1.23 the Governor-General may, by Order in Council made on the recommendation of the Minister of Conservation, declare that all or part of Tāwhiuau is no longer subject to Ahikāroa;

5.1.24 the Minister of Conservation must not make a recommendation under clause 5.1.23 unless:

(a) the governance entity and the Minister of Conservation have agreed in writing that the Ahikāroa status is no longer appropriate for the area concerned; or

(b) the area concerned is disposed of by the Crown; or

(c) the responsibility for managing the area concerned is transferred to a different Minister or Department;

5.1.25 if clause 5.1.24(b) or (c) applies, the Crown must take reasonable steps to provide for the governance entity to continue to have input into the management of Tāwhiuau. In discussing the opportunity for the input of the governance entity with the new owner, Minister, or Department, the Crown will consult with the governance entity and will take reasonable steps to

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ensure that the views of the governance entity are taken into account during any such discussions;

- 5.1.26 the Crown will provide the governance entity at least two months' notice before disposing of the area or transferring responsibility for activities to another Minister or Department under clause 5.1.24(b) or (c);

***General provisions***

- 5.1.27 the declaration of Tāwhiuau as being subject to Ahikāroa and the Crown's acknowledgement of the Ngāti Manawa values do not (except as expressly provided in clauses 5.1.1 to 5.1.26):

- (a) affect, and may not be taken into account by, any person exercising a power or performing a function or duty under legislation or a bylaw;
- (b) affect the lawful rights or interests of any person; or
- (c) grant, create or provide evidence of an estate or interest in, or rights relating to, Tāwhiuau; and

- 5.1.28 except as expressly provided in clauses 5.1.1 to 5.1.26, a person, in considering a matter or making a decision or recommendation under legislation or a bylaw, must not give greater or lesser weight to the Ngāti Manawa values than the person would give if those values were not referred to in the settlement legislation.

**Acknowledgement in relation to Tāwhiuau and Ahikāroa**

- 5.2 It is acknowledged and confirmed by the parties that a declaration under clause 5.1.23 that all or part of Tāwhiuau is no longer subject to Ahikāroa does not affect the significance to Ngāti Manawa of the area concerned.

**PROTOCOLS**

**Department of Conservation protocol**

- 5.3 The Minister of Conservation must issue to the governance entity, by or on the settlement date, a protocol that:

- 5.3.1 sets out how the Department of Conservation will interact with the governance entity in relation to the matters specified in that protocol; and

- 5.3.2 is as set out in part 2 of the schedule.

**(“DOC protocol”)**

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- 5.4 The settlement legislation will provide that:
- 5.4.1 a summary of the terms of the DOC protocol must be noted in the conservation documents that affect the DOC protocol area;
  - 5.4.2 the noting of the DOC protocol:
    - (a) is for the purpose of public notice only; and
    - (b) is not an amendment to a conservation document for the purposes of section 171 of the Conservation Act 1987 or section 46 of the National Parks Act 1980; and
  - 5.4.3 the DOC protocol does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to land held, managed or administered, or flora or fauna managed or administered, under the conservation legislation.

**Fisheries protocol**

- 5.5 The Minister of Fisheries must issue to the governance entity, by or on the settlement date, a protocol that:
- 5.5.1 sets out how the Ministry of Fisheries will interact with the governance entity in relation to the matters specified in that protocol; and
  - 5.5.2 is as set out in part 2 of the schedule.

**(“fisheries protocol”)**

- 5.6 The settlement legislation will provide that:
- 5.6.1 a summary of the terms of the fisheries protocol must be noted in fisheries plans (as provided for in section 11A of the Fisheries Act 1996) that affect the fisheries protocol area;
  - 5.6.2 the noting of the fisheries protocol is:
    - (a) for the purpose of public notice only; and
    - (b) not an amendment to a fisheries plan for the purposes of section 11A of the Fisheries Act 1996; and
  - 5.6.3 the fisheries protocol does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to, assets or other property rights (including fish, aquatic life, and seaweed) held, managed or administered under the Fisheries Act 1996, the Treaty of

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Waitangi (Fisheries Claims) Settlement Act 1992, the Maori Commercial Aquaculture Claims Settlement Act 2004, or the Maori Fisheries Act 2004.

**Taonga tūturu protocol**

5.7 The Minister for Arts, Culture and Heritage must issue to the governance entity, by or on the settlement date, a protocol that:

5.7.1 sets out how the Minister and the Chief Executive of the Ministry for Culture and Heritage will interact with the governance entity in relation to the matters specified in that protocol; and

5.7.2 is as set out in part 2 of the schedule.

**(“taonga tūturu protocol”)**

5.8 The settlement legislation will provide that the taonga tūturu protocol does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to, taonga tūturu.

**Crown minerals protocol**

5.9 The Minister of Energy and Resources must issue to the governance entity, by or on the settlement date, a protocol that:

5.9.1 sets out how the Ministry of Economic Development will interact with the governance entity in relation to the matters specified in that protocol; and

5.9.2 is as set out in part 2 of the schedule.

**(“Crown minerals protocol”)**

5.10 The settlement legislation will provide that:

5.10.1 a summary of the terms of the Crown minerals protocol must be noted in a register of protocols maintained by the Chief Executive of the Ministry of Economic Development and in minerals programmes (as defined in section 2(1) of the Crown Minerals Act 1991) that affect the Crown minerals protocol area when those programmes are replaced;

5.10.2 the noting of the Crown minerals protocol in a minerals programme:

(a) is for the purpose of public notice only; and

(b) is not an amendment to the minerals programme for the purposes of the Crown Minerals Act 1991; and

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- 5.10.3 the Crown minerals protocol does not grant, create or provide evidence of an estate or interest in, or rights, relating to, any Crown owned mineral.

**PROVISIONS RELATING TO PROTOCOLS**

**The settlement legislation in relation to protocols**

- 5.11 The settlement legislation will provide that:

***Authority to issue, amend or cancel protocols***

- 5.11.1 the responsible Minister must issue a protocol as set out in part 2 of the schedule and may amend or cancel that protocol;
- 5.11.2 a protocol may be amended or cancelled at the initiative of:
- (a) the governance entity; or
  - (b) the responsible Minister;
- 5.11.3 the responsible Minister may amend or cancel the protocol only after consulting with, and having particular regard to the views of, the governance entity;

***Protocols subject to rights and obligations***

- 5.11.4 protocols do not restrict:
- (a) the ability of the Crown to perform its functions and duties in accordance with the laws and government policy, which includes (without limitation) the ability to:
    - (i) introduce legislation and change government policy; and
    - (ii) interact or consult with a person the Crown considers appropriate, including, without limitation, any iwi, hapū, marae, whānau, or representative of tangata whenua; or
  - (b) the responsibilities of the responsible Minister or relevant Department; or
  - (c) the legal rights of Ngāti Manawa or a representative entity for Ngāti Manawa;

***Enforcement of protocols***

- 5.11.5 the Crown must comply with a protocol while it is in force;

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- 5.11.6 if the Crown fails, without good cause, to comply with a protocol, the governance entity may, subject to the Crown Proceedings Act 1950, enforce the protocol, but may not recover damages or any form of monetary compensation from the Crown (other than costs awarded by a Court relating to the bringing of the enforcement proceedings); and
- 5.11.7 clauses 5.11.5 and 5.11.6 do not apply to any guidelines developed in relation to a protocol.

**Breach of protocols is not breach of deed**

- 5.12 A failure by the Crown to comply with a protocol is not a breach of this deed.

**ANNUAL MEETINGS WITH THE MINISTRY FOR THE ENVIRONMENT**

- 5.13 The parties agree that:

- 5.13.1 meetings will be held to discuss:

- (a) the performance of local government in the area of interest in implementing Te Tiriti o Waitangi/the Treaty of Waitangi provisions of the Resource Management Act 1991; and
- (b) any other issues in relation to the application of the Resource Management Act 1991 in the area of interest that are the responsibility of the Ministry for the Environment;

- 5.13.2 participants at a meeting held pursuant to clause 5.13.1 are to be:

- (a) officials nominated by the Secretary for the Environment; and
- (b) representatives nominated by the governance entity;

- 5.13.3 each party will meet the costs and expenses of its representatives attending a meeting; and

- 5.13.4 the first meeting must be held within 12 months after the settlement date, and meetings must be held annually after that unless the parties agree otherwise.

- 5.14 The governance entity and the Secretary for the Environment may agree in writing to vary or terminate the provisions of clause 5.13.

**LETTERS OF INTRODUCTION**

- 5.15 Within 6 months after the settlement date the Minister for Treaty of Waitangi Negotiations must write to the Ministers or Boards (as the case may be) listed in

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clause 5.16, outlining the interest of Ngāti Manawa in the work undertaken by the relevant Ministry or entity, and inviting the Ministry or entity to establish an ongoing relationship with Ngāti Manawa.

5.16 The Ministers or Boards referred to in clause 5.15 are the:

5.16.1 Minister of Health;

5.16.2 Minister of Agriculture:

5.16.3 Minister of Forestry;

5.16.4 Minister of Education;

5.16.5 Minister for Social Development and Employment;

5.16.6 Minister of Commerce;

5.16.7 New Zealand Historic Places Board of Trustees; and

5.16.8 Museum of New Zealand Te Papa Tongarewa Board.

5.17 Within 12 months after the settlement date the Minister for Arts, Culture and Heritage must write to the regional and international museums agreed to by the parties in writing, introducing Ngāti Manawa and outlining the interest of Ngāti Manawa in taonga (artefacts) that may be held by those museums.

**MEMORANDA OF UNDERSTANDING WITH LOCAL GOVERNMENT AND OTHER ENTITIES**

5.18 Within 6 months after the settlement date the Minister for Treaty of Waitangi Negotiations must write to the entities listed in clause 5.19 encouraging each entity to enter into a memorandum of understanding (or a similar document) with the governance entity in relation to the interaction between the entity and the governance entity concerning performance of the entity and its functions and obligations, and the exercise of its powers, within the area of interest.

5.19 The entities referred to in clause 5.18 are the:

5.19.1 Rotorua District Council;

5.19.2 Whakatane District Council;

5.19.3 Taupo District Council;

5.19.4 Bay of Plenty Regional Council (Environment Bay of Plenty);

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- 5.19.5 Waikato Regional Council (Environment Waikato);
- 5.19.6 Hawke's Bay Regional Council;
- 5.19.7 East Coast Bay of Plenty Conservation Board;
- 5.19.8 Eastern Fish and Game Council; and
- 5.19.9 Hawke's Bay Fish and Game Council.

**STATUTORY ACKNOWLEDGEMENTS**

**Provision of statutory acknowledgements**

5.20 The settlement legislation will provide:

***Content of statutory acknowledgements***

- 5.20.1 for statutory acknowledgements which will comprise:
  - (a) the descriptions of the statutory areas set out in part 3 of the schedule;
  - (b) a reference to the texts of the statements by Ngāti Manawa of its cultural, spiritual, historical, and traditional association with the statutory areas, the texts of which are set out in part 4 of the schedule;
  - (c) acknowledgements by the Crown of those statements of association;
  - (d) the other matters required by this deed; and
  - (e) any appropriate provisions to enable the settlement legislation to refer to those statements of association;

***Interpretation***

- 5.20.2 that the only purposes of a statutory acknowledgement are as provided in clauses 5.20.4 to 5.20.16;
- 5.20.3 that if a statutory acknowledgement and/or a deed of recognition relates only to a river, "**river**":
  - (a) means:
    - (i) a continuously or intermittently flowing body of fresh water, including a stream and modified watercourse; and

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- (ii) the bed of that river; but
- (b) does not include:
  - (i) a part of the bed of the river that is not owned by the Crown;
  - (ii) land that the waters of the river do not cover at its fullest flow without overlapping its banks;
  - (iii) an artificial watercourse; or
  - (iv) a tributary flowing into the river;

***Relevant consent authorities and Environment Court to have regard to the statutory acknowledgements***

- 5.20.4 that from the effective date, and without limiting its obligations under the Resource Management Act 1991:
- (a) a relevant consent authority must have regard to a statutory acknowledgement relating to a statutory area in forming an opinion in accordance with section 95E of the Resource Management Act 1991 as to whether the governance entity is a person who may be affected by the granting of a resource consent for activities within, adjacent to, or impacting directly on the statutory area; and
  - (b) the Environment Court must have regard to a statutory acknowledgement relating to a statutory area in determining, under section 274 of the Resource Management Act 1991, whether the governance entity is a person who has an interest in the proceedings before the Court that is greater than the interest that the general public has in respect of an application for a resource consent for activities within, adjacent to, or impacting directly on a statutory area;

***New Zealand Historic Places Trust and Environment Court to have regard to statutory acknowledgements***

- 5.20.5 that from the effective date, where an application is made under sections 11 or 12 of the Historic Places Act 1993 for an authority to destroy, damage, or modify an archaeological site or sites within a statutory area:
- (a) the Historic Places Trust must have regard to a statutory acknowledgement relating to a statutory area in exercising its powers under section 14 of the Historic Places Act 1993 in relation to the application, including in determining under section 14 whether the governance entity is a person directly affected by an extension of time; and

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- (b) the Environment Court must have regard to a statutory acknowledgement relating to a statutory area in determining under section 20 of the Historic Places Act 1993 any appeal from a decision of the Historic Places Trust in relation to the application, including in determining whether the governance entity is a person directly affected by the decision;

***Recording of statutory acknowledgements on statutory plans***

- 5.20.6 that from the effective date, relevant local authorities must attach to all statutory plans that wholly or partially cover a statutory area, information recording a statutory acknowledgement in relation to that statutory area;
- 5.20.7 that the attachment of information to a statutory plan under clause 5.20.6:
  - (a) must include the relevant provisions of the settlement legislation in full, the description of the statutory area and the statement of association; and
  - (b) is for the purposes of public notice only and the information is not:
    - (i) part of the statutory plan (unless adopted by the relevant local authority); or
    - (ii) subject to the provisions of Schedule 1 to the Resource Management Act 1991;

***Distribution of resource consent applications to the governance entity***

- 5.20.8 that each relevant consent authority must, for a period of 20 years from the effective date, provide to the governance entity a summary of applications for resource consents received by that consent authority for activities within, adjacent to, or impacting directly on a statutory area;
- 5.20.9 that the information provided under clause 5.20.8 must be:
  - (a) the same as would be given to affected persons through limited notification under section 95B of the Resource Management Act 1991, or as may be agreed between the governance entity and the relevant consent authority from time to time; and
  - (b) provided as soon as reasonably practicable after the application is received and before a determination is made in accordance with sections 95A to 95C of the Resource Management Act 1991;
- 5.20.10 that the governance entity may, by notice in writing to a relevant consent authority:

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- (a) waive its rights under clause 5.20.8 and/or clause 5.20.9; and
- (b) state the scope of the waiver and the period it applies for;

5.20.11 that clauses 5.20.8 to 5.20.10 do not affect the obligation of a relevant consent authority to:

- (a) notify an application in accordance with sections 95 to 95F of the Resource Management Act 1991; or
- (b) form an opinion as to whether the governance entity is a person who may be adversely affected under those sections;

***Use of statutory acknowledgements with submissions***

5.20.12 that the governance entity, or a member of Ngāti Manawa, may cite a statutory acknowledgement as evidence of the association of Ngāti Manawa with a statutory area, in submissions to, and proceedings before, a relevant consent authority, the Environment Court, or the New Zealand Historic Places Trust concerning activities within, adjacent to, or impacting directly on the statutory area;

***Content of statement of association not binding***

5.20.13 that the content of a statement of association is not, by virtue of a statutory acknowledgement, binding as deemed fact on a relevant consent authority, the Environment Court, the New Zealand Historic Places Trust, parties to proceedings before those bodies, or any other person able to participate in those proceedings, but the content of a statement of association may be taken into account by them;

***Other association with a statutory area***

5.20.14 that neither the governance entity, nor a member of Ngāti Manawa, is precluded by this part from stating that Ngāti Manawa has an association with a statutory area that is not described in a statutory acknowledgement, and the content and existence of a statutory acknowledgement do not limit any such statement;

***General provisions***

5.20.15 that a statutory acknowledgement does not (except as expressly provided in clauses 5.20.1 to 5.20.14):

- (a) affect, and may not be taken into account by, any person exercising a power or performing a function or duty under legislation or a bylaw;
- (b) affect the lawful rights or interests of any person; or

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- (c) grant, create or provide evidence of an estate or interest in, or rights relating to, a statutory area; and

5.20.16 that except as expressly provided in clauses 5.20.1 to 5.20.14, a person, in considering a matter or making a decision or recommendation under legislation or a bylaw, must not give greater or lesser weight to a statement of association than the person would give if the statement of association was not referred to by the settlement legislation.

**Amendment to the Resource Management Act 1991**

- 5.21 The settlement legislation will amend Schedule 11 of the Resource Management Act 1991 by inserting the short title to the settlement legislation in that schedule.

**DEEDS OF RECOGNITION**

**Crown to provide deeds of recognition**

- 5.22 The Crown must, by or on the settlement date, on the terms and conditions set out in part 6 of the schedule in respect of those parts of the areas described in part 5 of the schedule that are owned and managed by the Crown, provide the governance entity with two copies of:

- 5.22.1 a deed of recognition signed by the Minister of Conservation and the Director-General; and

- 5.22.2 a deed of recognition signed by the Commissioner of Crown Lands.

**Signing and return of each deed of recognition by the governance entity**

- 5.23 The governance entity must:

- 5.23.1 sign both copies of each deed of recognition provided to it by the Crown under clause 5.22; and

- 5.23.2 return one signed copy of each deed of recognition to the Crown by no later than 10 business days after the settlement date.

**Deed of recognition requires consultation with governance entity**

- 5.24 A deed of recognition must provide that the Minister of Conservation or the Director-General, or where applicable, the Commissioner of Crown Lands, must, if undertaking the activities specified in those deeds in relation to or within the area to which the deeds apply, consult and have regard to the views of the governance entity concerning the association of Ngāti Manawa with that area.

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**Termination of deed of recognition**

- 5.25 A deed of recognition terminates in respect of its area (or part of it) if:
- 5.25.1 the governance entity, the Minister of Conservation and the Director-General, or where applicable, the governance entity and the Commissioner of Crown Lands agree in writing that the deed of recognition is no longer appropriate for the area concerned;
  - 5.25.2 the area concerned is disposed of by the Crown; or
  - 5.25.3 the Minister of Conservation or the Director-General, or where applicable, the Commissioner of Crown Lands, ceases to be responsible for the activities specified in the deed of recognition in relation to or within the area concerned and the responsibility for those activities is transferred to another Minister or Department.
- 5.26 If a deed of recognition terminates in relation to an area under clause 5.25.3, the Crown must take reasonable steps to provide for the governance entity to continue to have input into the relevant activities in relation to or within the area concerned as provided in clause 5.24. In discussing the opportunity for the input of the governance entity with the new Minister or Department, the Crown will consult with the governance entity and will take reasonable steps to ensure that the views of the governance entity are taken into account during any such discussions.
- 5.27 The Crown will provide the governance entity at least two months' notice before disposing of the area or transferring responsibility for activities to another Minister or Department.

**Settlement legislation**

- 5.28 The settlement legislation will provide that:
- 5.28.1 the Minister of Conservation and the Director-General:
    - (a) must enter into a deed of recognition with the governance entity in respect of the land to which the deed applies; and
    - (b) may amend that deed of recognition by entering into a deed with the governance entity to amend the deed of recognition;
  - 5.28.2 the Commissioner of Crown Lands:
    - (a) must enter into a deed of recognition with the governance entity in respect of the land to which the deed applies; and
    - (b) may amend that deed of recognition by entering into a deed with the governance entity to amend the deed of recognition;

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- 5.28.3 a deed of recognition does not (except as expressly provided in clauses 5.24 to 5.27):
- (a) affect, and may not be taken into account by, any person exercising a power or performing a function or duty under legislation or a bylaw;
  - (b) affect the lawful rights or interests of any person; or
  - (c) grant, create or provide evidence of an estate or interest in, or rights relating to, the land to which the deed applies; and
- 5.28.4 except as expressly provided in clauses 5.24 to 5.27, a person, in considering a matter or making a decision or recommendation under legislation or a bylaw, must not give greater or lesser weight to the association of Ngāti Manawa with the area to which a deed of recognition applies, than that person would give under the relevant legislation or bylaw if no deed of recognition existed in respect of that area.

**RECOGNITION OF RELATIONSHIP**

**Pou rāhui within sites owned by the Crown**

- 5.29 The Crown acknowledges the cultural, spiritual, historic and traditional association of Ngāti Manawa with the sites listed in part 7 of the schedule.
- 5.30 The Crown will provide to the governance entity pou rāhui in the form of a tree, stone, or plaque for each of the sites listed in part 7 of the schedule.
- 5.31 Notwithstanding the National Parks Act 1980 (including section 49) and the Conservation Act 1987 (including Part 3B), but subject to clause 5.33, the governance entity may erect, access and maintain pou rāhui at the sites located on public conservation land and listed in part 7 of the schedule.
- 5.32 The governance entity has the ongoing responsibility for pou rāhui erected on public conservation land, including maintenance of that pou rāhui.
- 5.33 The Minister of Conservation may, by notice in writing to the governance entity, impose such terms and conditions as the Minister considers appropriate in relation to:
- 5.33.1 the erection, access to and maintenance of pou rāhui erected on public conservation land;
  - 5.33.2 the protection of the conservation values of the sites upon which pou rāhui are erected; and
  - 5.33.3 avoiding, remedying, or mitigating any adverse effects arising from the erection, access to and maintenance of pou rāhui.

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**Pou rāhui within sites not owned by the Crown**

- 5.34 Subject to the agreement of the relevant land owner that pou rāhui may be erected upon the non-Crown land sites listed in part 7 of the schedule, the Crown will provide to the governance entity pou rāhui in the form of a tree, stone, or plaque for each of those sites.

**Pou rāhui as redress**

- 5.35 The provision and placement of pou rāhui:
- 5.35.1 is not an acknowledgement or endorsement by the Crown of an exclusive boundary or interest; and
  - 5.35.2 does not prevent the Crown from offering redress to iwi other than Ngāti Manawa in relation to a particular site or area in which this cultural redress is placed.
- 5.36 The settlement legislation will provide for the matters set out in clauses 5.29, 5.31, and 5.33.

**NEW OFFICIAL GEOGRAPHIC NAMES**

- 5.37 The settlement legislation will provide that:
- 5.37.1 for the purpose of this clause 5.37:
    - (a) **“new official geographic name”**:
      - (i) means the name to which the existing official geographic name is altered under clause 5.37.2; and
      - (ii) includes any alteration to the new official geographic name made under clause 5.37.7; and
    - (b) **“New Zealand Geographic Board”** means the board continued under section 7 of the New Zealand Geographic Board (Nga Pou Taunaha o Aotearoa) Act 2008;
  - 5.37.2 each existing official geographic name in the first column of the table set out in part 8 of the schedule is altered to the new official geographic name set out opposite it in the second column of that table as at the settlement date;
  - 5.37.3 except where this clause 5.37 expressly provides otherwise, the change made under clause 5.37.2 is to be treated as having been made:
    - (a) with the approval of the New Zealand Geographic Board; and

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- (b) in accordance with any enactment that would otherwise apply to the change;
- 5.37.4 the New Zealand Geographic Board must, as soon as is reasonably practicable after the settlement date, publish a notice in the *Gazette*:
  - (a) specifying the new official geographic name and its location; and
  - (b) stating that the New Zealand Geographic Board may, in accordance with clause 5.37.7, alter that name or location;
- 5.37.5 the New Zealand Geographic Board must, as soon as is reasonably practicable after publication of the notice under clause 5.37.4, ensure that a copy of the notice is published in accordance with any enactment that would otherwise apply to the new official geographic name;
- 5.37.6 a copy of the notice specified in clause 5.37.4 is conclusive evidence that the new official geographic name was altered on the date on which the notice was published;
- 5.37.7 despite any enactment that would otherwise apply to the process for altering the new official geographic name altered in accordance with this clause 5.37, the New Zealand Geographic Board may, with the consent of the governance entity, alter the official geographic name or location altered under this clause 5.37;
- 5.37.8 clauses 5.37.3 to 5.37.6 apply, with any necessary modifications, to an alteration made under clause 5.37.7; and
- 5.37.9 the official geographic name altered under clause 5.37.2 or clause 5.37.7 takes effect on publication of the notice under clause 5.37.4.

**RIVER-RELATED REDRESS**

- 5.38 The Crown and Ngāti Manawa acknowledge and agree that various items of redress in relation to rivers within the area of interest have been finalised, namely:
  - 5.38.1 river statutory acknowledgements and deeds of recognition, as provided under clause 5.43;
  - 5.38.2 fisheries advisory committees, as provided under clauses 5.44 and 5.45; and
  - 5.38.3 a right of first refusal over certain species should they be introduced into the quota management system, as provided under clauses 5.46 to 5.49.
- 5.39 Notwithstanding anything to the contrary in this deed, the Crown and Ngāti Manawa will continue good faith discussions to agree the balance of the redress in relation to the Rangitaiki River contemplated by clauses 62 to 65 of the agreement in principle.

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5.40 The Crown and Ngāti Manawa acknowledge and agree that:

- 5.40.1 the parties are yet to finalise the redress for the effective participation of Ngāti Manawa in the management of the Rangitaiki River;
- 5.40.2 following the signing of this deed the parties will continue to discuss a framework that provides for the effective participation of Ngāti Manawa in the management of the Rangitaiki River (the “**Rangitaiki River management framework**”), with the objective of improving the health and best use of the river;
- 5.40.3 the discussions will be based on:
  - (a) Ngāti Manawa’s principles regarding the Rangitaiki River as set out in clause 5.41;
  - (b) the need to protect the integrity of existing statutory frameworks; and
  - (c) the need to ensure consistency and fairness between settlements;
- 5.40.4 the discussions will:
  - (a) be undertaken in good faith, honour and integrity and will reflect the commitments set out in the deed of settlement;
  - (b) be undertaken in accordance with an agreed programme for further engagement and completed by the date of the introduction of the settlement legislation;
  - (c) reflect the need to recognise and provide for the interests of other iwi, local authorities, and other entities with interests or statutory roles in relation to the Rangitaiki River;
  - (d) develop a programme for engagement with other iwi, local authorities, and other entities with interests or statutory roles in relation to the Rangitaiki River; and
  - (e) allow for the Rangitaiki River management framework to be incorporated in the settlement legislation as necessary either at the time of introduction to Parliament or by way of a Supplementary Order Paper.

**Ngāti Manawa principles of Te Mana o te Awa and Te Mana Whakahaere**

5.41 Ngāti Manawa principles include, but are not limited to:

**5: CULTURAL REDRESS NOT REQUIRING VESTING OF LAND**

- 5.41.1 the Rangitaiki River is a single indivisible being with its own spiritual energy and is the tupuna awa of Ngāti Manawa. This tupuna is imbued with a mauri and mana carried in every member of Ngāti Manawa;
- 5.41.2 the Rangitaiki River is the tuakana of all of the rivers and tributaries in our rohe;
- 5.41.3 the Rangitaiki River is an enduring, permanent and constant presence for Ngāti Manawa;
- 5.41.4 the Rangitaiki River sustains Ngāti Manawa physically and spiritually. It reflects the moods of the Ngāti Manawa people and the challenges that confront them;
- 5.41.5 the health and wellbeing of the Rangitaiki River is an indicator of the spiritual, physical, cultural and economic well-being of Ngāti Manawa; and
- 5.41.6 Ngāti Manawa is committed to restoring and protecting its relationship with the Rangitaiki River, in accordance with Ngāti Manawa tikanga.

**Components of the Rangitaiki River management framework**

- 5.42 As part of the negotiations contemplated by clause 5.39 of this deed, the Crown and Ngāti Manawa are committed to achieving a Rangitaiki River management framework that will include, but is not limited to:
  - 5.42.1 a Rangitaiki River forum, which may consist of representatives of Ngāti Manawa, other iwi, local authorities, and other entities with interests or statutory roles in relation to the Rangitaiki River;
  - 5.42.2 effective participation by Ngāti Manawa in statutory decision-making processes as allowed for under the Resource Management Act 1991;
  - 5.42.3 processes for information sharing and improved monitoring of activities affecting the health of the Rangitaiki River;
  - 5.42.4 identification of the costs for the final arrangements including how the costs will be met by the parties; and
  - 5.42.5 the opportunity for Ngāti Manawa involvement into improving the health and management of the Rangitaiki River.

**River statutory acknowledgements and deeds of recognition**

- 5.43 The settlement legislation will provide:
  - 5.43.1 for statutory acknowledgements and deeds of recognition over the Crown-owned parts of the following rivers identified in parts 3 and 5 of the schedule:

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- (a) the Rangitaiki River;
- (b) the Whirinaki River;
- (c) the Horomanga River; and
- (d) the Wheao River; and

5.43.2 that the provisions set out in clauses 5.20 to 5.28 apply to these river statutory acknowledgements and deeds of recognition.

**Fisheries advisory committees**

5.44 The settlement legislation will provide that the Minister of Fisheries must:

5.44.1 appoint the governance entity, from the settlement date, as an advisory committee under section 21 of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995 (the “**fisheries advisory committee**”);

5.44.2 consider the advice of the fisheries advisory committee on all matters concerning the utilisation, while ensuring the sustainability, of fish, aquatic life and seaweed administered by the Ministry of Fisheries under the Fisheries Act 1996 within the fisheries protocol area; and

5.44.3 in considering that advice, recognise and provide for the customary non-commercial interests of Ngāti Manawa in respect of all matters concerning the utilisation, while ensuring sustainability, of fish, aquatic life and seaweed within the fisheries protocol area.

5.45 The settlement legislation will provide that the Minister of Conservation must:

5.45.1 appoint the governance entity, from the settlement date, as an advisory committee under section 56 of the Conservation Act 1987 (the “**fisheries (conservation) advisory committee**”); and

5.45.2 consider the advice of the fisheries (conservation) advisory committee on all matters concerning the management and conservation of freshwater species by the Department of Conservation to the extent that they are under the Department of Conservation’s jurisdiction within the Ngāti Manawa DOC protocol area.

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**Right of first refusal (RFR) over certain species yet to be introduced into the quota management system**

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

- 5.46 The Crown must, by or on the settlement date, provide the governance entity with two copies of a deed (the “***RFR deed over certain quota***”) on the terms and conditions set out in part 9 of the schedule and signed by the Crown.

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

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

***Terms of RFR deed over certain quota***

- 5.48 The RFR deed over certain quota will:

- 5.48.1 relate to the area of interest;
- 5.48.2 be in force for a period of 50 years from the settlement date; and
- 5.48.3 have effect from the settlement date as if it had been validly signed by the Crown and the governance entity on that date.

***Crown has no obligation to introduce or sell quota***

- 5.49 The Crown and Ngāti Manawa agree and acknowledge that:

- 5.49.1 nothing in this deed, or the RFR deed over certain quota, requires the Crown to:
  - (a) purchase any provisional catch history, or other catch rights, under section 37 of the Fisheries Act 1996;
  - (b) introduce any applicable species (being the species referred to in schedule 1 of the RFR deed over certain quota) into the quota management system (as defined in the RFR deed over certain quota); or
  - (c) offer for sale any applicable quota (as defined in the RFR deed over certain quota) held by the Crown; and
- 5.49.2 the inclusion of any applicable species (being the species referred to in schedule 1 of the RFR deed over certain quota) in the quota management

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system may not result in any, or any significant, holdings by the Crown of applicable quota.

**ADDITIONAL FUNDING FOR SPECIAL PROJECTS**

5.50 The Crown will pay to the governance entity on the settlement date \$2,393,000, being \$2.6 million less the agreed value of the school sites identified in clause 6.1.1(o) – (q) that are to vest in the governance entity. This payment is provided as redress in settlement of the historical claims and has been calculated having regard to the fact that the governance entity may, at its discretion, apply some or all of such amount towards special projects undertaken by Ngāti Manawa for the purposes of cultural revitalisation.

**CROWN'S ABILITY TO PROVIDE OTHER CULTURAL REDRESS**

5.51 The settlement legislation will provide that:

5.51.1 the parties acknowledge that the provision of cultural redress (including the protocols, statutory acknowledgements and deeds of recognition) does not prevent the Crown from doing anything that is consistent with that cultural redress including:

- (a) providing the same or similar redress to a person other than Ngāti Manawa or the governance entity; or
- (b) disposing of land; and

5.51.2 clause 5.51.1(a) is not an acknowledgement by Ngāti Manawa or the Crown that any other iwi or group has interests in relation to land or an area to which any cultural redress relates.

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**6 CULTURAL REDRESS VESTING LAND**

**VESTING OF PROPERTIES**

6.1 The settlement legislation will provide that:

**Interpretation**

6.1.1 each of the following sites means the land described by that term in part 10 of the schedule:

- (a) Ōruatewehi pā site;
- (b) Kiorenui site;
- (c) Kakarāhonui kainga site;
- (d) Kāramuramu site;
- (e) Motumako site;
- (f) Te Ana a Maru rock art site;
- (g) Tūtūtārata papakainga site;
- (h) Pekepeke pā site;
- (i) Puketapu pā site;
- (j) Pukemoremore site;
- (k) Ngātamawāhine nohoanga site;
- (l) Kaiwhatiwhati pā site;
- (m) Ahiweka pā site;
- (n) Ahiwhakamura kainga site;
- (o) Murupara School site;
- (p) Galatea School site;

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- (q) Te Kura Kaupapa Motuhake o Tāwhiuau site;
- (r) Te Tāpiri pā site;
- (s) Okārea pā site;
- (t) Te Rake pā site;
- (u) Hināmoki pā site; and
- (v) Kani Rangī park site;

**Ōruatewehi pā site**

- 6.1.2 the fee simple estate in the Ōruatewehi pā site vests in the governance entity;

**Kiorenuī site**

- 6.1.3 the fee simple estate in the Kiorenuī site vests in the governance entity;

**Kakarāhonui kainga site**

- 6.1.4 the Kakarāhonui kainga site ceases to be a conservation area under the Conservation Act 1987;

- 6.1.5 the fee simple estate in the Kakarāhonui kainga site vests in the governance entity;

**Kāramuramu site**

- 6.1.6 the Kāramuramu site is comprised of the following areas as described in part 10 of the schedule:

- (a) the Fort Galatea historic reserve area;
- (b) the Galatea stewardship area;
- (c) the Fort Galatea CNI forests land area; and
- (d) the Crown land area;

- 6.1.7 the reservation of the Fort Galatea historic reserve area as an historic reserve subject to section 18 of the Reserves Act 1977 is revoked;

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- 6.1.8 the Galatea stewardship area ceases to be a conservation area under the Conservation Act 1987;
- 6.1.9 the fee simple estate in the Kāramuramu site vests in the governance entity;
- 6.1.10 the Fort Galatea historic reserve area is declared a reserve and classified as an historic reserve for the purposes specified in section 18(1) of the Reserves Act 1977;
- 6.1.11 the vesting of Kāramuramu site in the governance entity is subject to the governance entity providing to the Crown a registrable covenant over that part of the Galatea stewardship area marked in blue on the plan attached to the covenant that:
- (a) provides for the protection of the wetland values of the area; and
  - (b) is as set out in part 11 of the schedule (the “**Kāramuramu conservation covenant**”);
- 6.1.12 the Kāramuramu conservation covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977;
- 6.1.13 the vesting of the Kāramuramu site in the governance entity is subject to the governance entity providing to the Crown a registrable right of way easement in gross over the area marked in red on the plan attached to the Kāramuramu easement on the terms and conditions set out in part 12 of the schedule (the “**Kāramuramu easement**”);

**Motumako site**

- 6.1.14 the fee simple estate in the Motumako site vests in the governance entity;

**Te Ana a Maru rock art site**

- 6.1.15 the fee simple estate in the Te Ana a Maru rock art site vests in the governance entity;
- 6.1.16 as soon as reasonably practicable after the date upon which the site becomes a return area under clause 16.7 of the Crown forestry licence, the governance entity will give notice to the Director-General of Conservation to that effect;
- 6.1.17 within 20 business days after the Director-General of Conservation receives notice under clause 6.1.16, the Minister of Conservation will, by notice in the *Gazette*, declare the Te Ana a Maru rock art site as a reserve and classify it as an historic reserve for the purposes specified in section 18(1) of the Reserves Act 1977 with the effective date of such declaration being the day after the return date;

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6.1.18 within 10 business days of the date the *Gazette* notice under clause 6.1.17 takes effect, the Director-General of Conservation must notify the Registrar-General that:

- (a) the Te Ana a Maru rock art site has been declared a reserve and classified as an historic reserve for the purposes specified in section 18(1) of the Reserves Act 1977;
- (b) the notation entered on the computer freehold register for the site under clause 6.19.13(b) no longer applies;
- (c) clause 6.19.13(a) now applies; and
- (d) clause 6.19.7 applies as if an application had been made under that clause;

6.1.19 upon receiving notice under clause 6.1.18, the Registrar-General must make the appropriate entries on the computer freehold register for the Te Ana a Maru rock art site;

**Tūtūtarata papakainga site**

6.1.20 the fee simple estate in the Tūtūtarata papakainga site vests in the governance entity;

**Pekepeke pā site**

6.1.21 the fee simple estate in the Pekepeke pā site vests in the governance entity;

**Puketapu pā site**

6.1.22 the fee simple estate in the Puketapu pā site vests in the governance entity;

**Pukemoremore site**

6.1.23 the fee simple estate in the Pukemoremore site vests in the governance entity;

**Ngātamawāhine nohoanga site**

6.1.24 the fee simple estate in the Ngātamawāhine nohoanga site vests in the governance entity;

**Kaiwhatiwhati pā site**

6.1.25 the fee simple estate in the Kaiwhatiwhati pā site vests in the governance entity;

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**Ahiweka pā site**

- 6.1.26 the fee simple estate in the Ahiweka pā site vests in the governance entity;

**Ahiwhakamura kainga site**

- 6.1.27 the fee simple estate in the Ahiwhakamura kainga site vests in the governance entity;

**School sites**

***Murupara School site***

- 6.1.28 the fee simple estate in the Murupara School site vests in the governance entity;

***Galatea School site***

- 6.1.29 the fee simple estate in the Galatea School site vests in the governance entity;

***Te Kura Kaupapa Motuhake o Tāwhiuau site***

- 6.1.30 the fee simple estate in the Te Kura Kaupapa Motuhake o Tāwhiuau site vests in the governance entity;

***Terms of lease of school sites***

- 6.1.31 the vesting of the school sites under clauses 6.1.28 to 6.1.30 is subject to the governance entity, by or on the settlement date, signing and providing to the Crown a lease instrument as set out in part 13 of the schedule for each school site with such lease instruments providing that the commencement date is the settlement date (the “**school leases**”);

**Jointly vested sites**

***Te Tāpiri pā site***

- 6.1.32 the Te Tāpiri pā site ceases to be a conservation area under the Conservation Act 1987;
- 6.1.33 an undivided half share of the fee simple estate in the Te Tāpiri pā site vests in the governance entity;
- 6.1.34 clauses 6.1.32 to 6.1.33 are subject to the governance entity and the Ngāti Whare entity providing to the Crown a registrable covenant in relation to the Te Tāpiri pā site:

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- (a) to maintain the conservation values of and public access to the Te Tāpiri pā site; and
- (b) as set out in part 11 of the schedule (the “**Te Tāpiri pā conservation covenant**”);

6.1.35 the Te Tāpiri pā conservation covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977 and section 27 of the Conservation Act 1987;

***Okārea pā site***

6.1.36 the Okārea pā site ceases to be part of the Oriuwaka ecological area and ceases to be a conservation area under the Conservation Act 1987;

6.1.37 an undivided half share of the fee simple estate in the Okārea pā site vests in the governance entity;

6.1.38 clauses 6.1.36 to 6.1.37 are subject to the governance entity and the Ngāti Whare entity providing to the Crown a registrable covenant in relation to the Okārea pā site:

- (a) to maintain the conservation values of the Okārea pā site; and
- (b) as set out in part 11 of the schedule (the “**Okārea pā conservation covenant**”);

6.1.39 the Okārea pā conservation covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977;

***Te Rake pā site***

6.1.40 an undivided half share of the fee simple estate in the Te Rake pā site vests in the governance entity;

***Hināmoki pā site***

6.1.41 an undivided half share of the fee simple estate in the Hināmoki pā site vests in the governance entity;

***Māori reservation***

6.1.42 the jointly vested sites are set apart as one Māori reservation as if those sites were set apart under section 338(1) of Te Ture Whenua Maori Act 1993:

- (a) as a wāhi tapu and place of cultural and historical interest; and

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- (b) to be held on trust by the governance entity and the Ngāti Whare entity for the benefit of Ngāti Manawa and Ngāti Whare;

6.1.43 the Māori reservation so established is held under the following terms as if the Māori Land Court had set out the terms of trust pursuant to section 338(8) of Te Ture Whenua Maori Act 1993:

- (a) the jointly vested sites held as a Māori reservation will be inalienable;
- (b) the conservation values and public access to Te Tāpiri pā site will be maintained and the covenant registered thereon shall not be varied without the consent of the Minister of Conservation;
- (c) the conservation values of the Okārea Pā site will be maintained and the covenant registered thereon shall not be varied without the consent of the Minister of Conservation;
- (d) in relation to the Te Rake pā site, and until the return date in respect of that site, nothing in clauses 6.1.42 to 6.1.49 shall affect the rights and obligations of the licensee under the Crown forestry licence; and
- (e) such other terms in relation to the governance and management of the Māori reservation that the governance entity and the Ngāti Whare entity may agree upon;

6.1.44 nothing in Part 17 of Te Ture Whenua Maori Act 1993 or any regulations made under section 338(15) of that Act shall apply to the Māori reservation established under clauses 6.1.42 to 6.1.43 save that, with the exception of those terms of trust set out in clause 6.1.43(a) to (d), the Māori Land Court shall have the jurisdiction, on the joint application from time to time of the governance entity and the Ngāti Whare entity to amend the terms of the trust of the Māori reservation under section 338(8) of Te Ture Whenua Maori Act 1993;

***Te Ture Whenua Maori Act 1993***

6.1.45 sections 18(1)(c), 18(1)(d), 19(1)(a), 20, 24, 26, 194, and 342 of Te Ture Whenua Maori Act 1993 apply to the jointly vested sites as if the sites were Māori freehold land;

***Public Works Act 1981***

6.1.46 the jointly vested sites may not be acquired or taken under the Public Works Act 1981 without the consent of the Minister of Conservation;

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***Resource Management Act 1991***

- 6.1.47 section 108(9) of the Resource Management Act 1991 applies to the jointly vested sites as if the sites were Māori land within the meaning of Te Ture Whenua Maori Act 1993;

***Local Government (Rating) Act 2002***

- 6.1.48 the jointly vested sites are not rateable under the Local Government (Rating) Act 2002, except under section 9 of that Act;

***Crown Minerals Act 1991***

- 6.1.49 section 51 of the Crown Minerals Act 1991 shall be amended by:

- (a) adding a new subsection (7) as follows:

*“(7) No person may, without the consent of the governance entities (as defined in section [to insert] of the Ngāti Whare Claims Settlement Act [to insert], and section [to insert] of the Ngāti Manawa Claims Settlement Act [to insert] enter on any land that is registered in the names of Wharepakau and Tangiharuru as tenants in common for the purpose of carrying out a minimum impact activity.”;*

- (b) adding a new subsection (8) as follows:

*“(8) Subsection (1)(b) of this section shall apply in relation to land registered in the names of Wharepakau and Tangiharuru as tenants in common under section [ ] of the Ngāti Whare Claims Settlement Act [ ], and section [ ] of the Ngāti Manawa Claims Settlement Act [ ] as if that land were Maori land and as if the governance entities were jointly the local iwi authority of that land.”;*

***Date of vesting of the jointly vested sites***

- 6.1.50 the jointly vested sites vest on the later of the settlement date under this deed and the settlement date as defined in the Ngāti Whare deed of settlement (“**the vesting date**”);

- 6.1.51 clauses 6.1.32 and 6.1.36 shall not apply until the vesting date;

***Title to the jointly vested sites***

- 6.1.52 in the case of the jointly vested sites, the Registrar-General must, in accordance with an application received from an authorised person:

**6: CULTURAL REDRESS VESTING LAND**

- (a) create a separate computer freehold register for each of the undivided half shares vested under clauses 6.1.33, 6.1.37, 6.1.40 and 6.1.41 with Tangiharuru named as the registered proprietor in lieu of the governance entity;
  - (b) enter on the register any encumbrances that are registered, notified or notifiable and that are described in the application; and
  - (c) note on each register created under clause 6.1.52(a) that the land is:
    - (i) a Māori reservation created pursuant to the settlement legislation; and
    - (ii) subject to clauses 6.1.42, 6.1.43, 6.1.45 to 6.1.49 and 6.1.53;
- 6.1.53 despite Tangiharuru being a registered proprietor of the jointly vested sites:
- (a) the governance entity will have all the rights, duties and powers of the registered proprietor, Tangiharuru, in respect of the jointly vested sites as a tenant in common;
  - (b) the governance entity will exercise and perform every such right, duty and power as a tenant in common, in its own name and not in the name of Tangiharuru; and
  - (c) the Registrar-General shall have regard to clause 6.1.53(a) and 6.1.53(b);
- 6.1.54 clause 6.1.52 applies subject to the completion of any survey necessary to create the computer freehold register;
- 6.1.55 a computer freehold register must be created under clause 6.1.52 as soon as is reasonably practicable after the vesting date, but no later than:
- (a) 24 months after the vesting date; or
  - (b) any later date that may be agreed in writing by the governance entity and the Crown;

***Registration of land in the name of Tangiharuru***

- 6.1.56 the governance entity may direct the Registrar-General in writing that the fee simple estate in any land that is registrable or registered under the Land Transfer Act 1952 in the name of the governance entity (to avoid doubt, excluding at all times the jointly vested sites):

**6: CULTURAL REDRESS VESTING LAND**

- (a) be registered in the name of Tangiharuru, rather than in the name of the governance entity; or
  - (b) be no longer registered in the name of Tangiharuru and instead be registered in the name of the governance entity;
- 6.1.57 where the fee simple estate in any land is registered under the Land Transfer Act 1952 in the name of Tangiharuru:
  - (a) the governance entity will have all the rights, duties and powers of the registered proprietor of that land;
  - (b) the governance entity will exercise and perform every such right, duty and power in its own name and not in the name of Tangiharuru; and
  - (c) the Registrar-General shall have regard to clause 6.1.56(a) and 6.1.56(b);
- 6.1.58 if the Registrar-General receives a direction in writing from the governance entity under clause 6.1.56(a), the Registrar-General shall give effect to that direction by:
  - (a) registering the computer freehold register for the land in the name of Tangiharuru; and
  - (b) entering on the computer freehold register a notation that the land is subject to clauses 6.1.56 to 6.1.60;
- 6.1.59 if the Registrar-General receives a direction in writing from the governance entity under clause 6.1.56(b), the Registrar-General shall give effect to that direction by:
  - (a) registering the computer freehold register for the land in the name of the governance entity; and
  - (b) cancelling any notation entered under clause 6.1.58(b); and
- 6.1.60 in the absence of evidence to the contrary, it will be sufficient evidence that the direction in writing has been properly given to the Registrar-General under clause 6.1.56, 6.1.58 or 6.1.59 as the case may be, if the direction:
  - (a) is executed or purported to be executed by the governance entity; and
  - (b) in the case of a direction under clause 6.1.56 relates to any land registrable or registered in the name of the governance entity.

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**KANI RANGI PARK SITE**

- 6.2 The settlement legislation will provide that the:
- 6.2.1 part of the Kani Rangi park site which is Part Lot 1 DPS 64349 ceases to be Crown forest land; and
  - 6.2.2 fee simple estate in the Kani Rangi park site vests in the governance entity on the settlement date.

**CNI FORESTS SITES**

- 6.3 The sites listed in clause 6.1.1(a), (b), (e), (f), (g), (h), (i), (j), (k), (l), (m), (n), and (t), and part of the site described in clause 6.1.1(d), were transferred to CNI Iwi Holdings Limited under the CNI Settlement Act ("**CNI forests sites**").
- 6.4 The vesting of the CNI forests sites under the settlement legislation is deemed to be a transfer from CNI Iwi Holdings Limited to the governance entity pursuant to paragraph 10 of Schedule 3 to the CNI Trust Deed and Shareholders' Agreement.
- 6.5 The vesting of the CNI forest sites under the settlement legislation is subject to the governance entity complying with clauses 6.10.6 and 6.10.7.
- 6.6 The Crown will, no later than 20 business days after the signing of this Deed, make a written request to CNI Iwi Holdings Limited in accordance with paragraph 10(a) of Schedule 3 to the CNI Trust Deed and Shareholders' Agreement as contained in Schedule 10 of the CNI deed.

**VESTING AND GIFT BACK OF TĀWHIUAU**

- 6.7 The settlement legislation will provide that:
- 6.7.1 on the settlement date the fee simple estate in Tāwhiuau vests in the governance entity;
  - 6.7.2 on the day that is seven days after the vesting identified in clause 6.7.1 the governance entity will be deemed to have gifted Tāwhiuau back to the Crown and to all the people of New Zealand for its continued inclusion within Te Urewera National Park, and the fee simple estate in Tāwhiuau will vest in the Crown accordingly;
  - 6.7.3 despite clauses 6.7.1 to 6.7.2:
    - (a) Tāwhiuau is and remains part of Te Urewera National Park;
    - (b) the National Parks Act 1980 and any other relevant enactment applying immediately before the settlement date has uninterrupted

**6: CULTURAL REDRESS VESTING LAND**

effect on and from the settlement date as if Tāwhiuau had remained Crown land at all times;

- (c) every regulation, lease, licence and other instrument in effect immediately before the settlement date has uninterrupted effect on and from the settlement date as if Tāwhiuau had remained Crown land at all times;
- (d) the vesting and gift back of Tāwhiuau is not affected by the Resource Management Act 1991, including in particular section 11 and Part 10, or any other enactment; and
- (e) the Crown retains all liability for Tāwhiuau during the seven day period between vesting and gift back as if Tāwhiuau had remained Crown land at all times;

6.7.4 nothing in this clause affects clause 5.1 concerning Ahikāroa; and

6.7.5 no gift duty is payable in respect of the gifting of Tāwhiuau by the governance entity to the Crown and to all the people of New Zealand.

6.8 The governance entity may elect to defer the commencement of the vesting and gift back for Tāwhiuau to a date subsequent to the settlement date, by giving notice in writing to the Crown of such intention no later than 6 months after the date of this deed.

6.9 If the governance entity gives notice in accordance with clause 6.8, the settlement legislation will provide that:

6.9.1 the governance entity may give notice in writing to the Crown of the date for the commencement of the vesting and gift back process for Tāwhiuau;

6.9.2 the date for the commencement of the vesting and gift back process for Tāwhiuau must be no later than the date that is five years after the settlement date;

6.9.3 the governance entity must give notice to the Crown under clause 6.9.1 no less than 80 business days before the date for the commencement of the vesting and gift back process for Tāwhiuau;

6.9.4 the Minister of Conservation will by notice in the *Gazette* declare that the fee simple estate in Tāwhiuau vests in the governance entity on the date identified in the notice given in clause 6.9.1;

6.9.5 on the date identified in the *Gazette* notice under clause 6.9.4, the fee simple estate in Tāwhiuau vests in the governance entity;

**6: CULTURAL REDRESS VESTING LAND**

- 6.9.6 on the day that is seven days after the vesting under clause 6.9.5, Tāwhiuau is gifted back to the Crown and to all the people of New Zealand for its continued inclusion within Te Urewera National Park, and the fee simple estate in Tāwhiuau will vest in the Crown accordingly; and
- 6.9.7 clauses 6.7.3 to 6.7.5 apply with necessary modification to a vesting and gift back under clauses 6.9.5 and 6.9.6.

**GENERAL PROVISIONS**

**Governance entity to sign documents**

- 6.10 On or before the settlement date, or in the case of jointly vested sites such later date as may be specified in this deed, the governance entity must sign and return to the Crown in relation to:
- 6.10.1 the Kāramuramu site, the Kāramuramu conservation covenant;
- 6.10.2 the Kāramuramu site, the Kāramuramu easement;
- 6.10.3 the Te Tāpiri pā site, the Te Tāpiri pā conservation covenant;
- 6.10.4 the Okārea pā site, the Okārea pā conservation covenant;
- 6.10.5 the school sites, the school leases;
- 6.10.6 the CNI forest sites, the deed of covenant required under clause 5.2(c) of the Kaingaroa Road network easement instrument (computer interest register 482467); and
- 6.10.7 the CNI forest sites, the deed of covenant required under clause 5.2(c) of the Bonisch Road easement instrument yet to be registered.

**Crown to maintain in current state and condition**

- 6.11 Unless otherwise agreed in writing between the parties, or as otherwise provided for in this deed, the Crown must maintain and administer each cultural redress property (except if it is not administered by the Crown) between the date of this deed and the settlement date or such later dates as the cultural redress properties are vested:
- 6.11.1 in substantially the same condition, including the condition and state of title, as it is in at the date of this deed (subject to events beyond the control of the Crown); and
- 6.11.2 in accordance with the Crown's existing management and administration practices for that property.

**6: CULTURAL REDRESS VESTING LAND**

- 6.12 Ngāti Manawa will not have any recourse or claim against the Crown in relation to the state and/or condition of a cultural redress property except for a breach of clause 6.11.

**Warranty in relation to disclosure information**

- 6.13 The Crown warrants to the governance entity that, at the date of this deed, the disclosure information is all the material information relating to the cultural redress properties that is in the Crown's records as owner.

**No other warranties**

- 6.14 Except as provided in clause 6.13, the Crown gives no representation or warranty (whether express or implied) with respect to:

- 6.14.1 a cultural redress property including as to its ownership, management, occupation, physical condition, fitness for use or compliance with:

- (a) any legislation including bylaws; or
- (b) any enforcement or other notice, requisition or proceeding issued by an authority; or

- 6.14.2 the completeness or accuracy of the disclosure information relating to a cultural redress property.

**Ability of Ngāti Manawa to inspect**

- 6.15 Ngāti Manawa acknowledges that (although the Crown is not giving any representation or warranty in relation to any cultural redress property except as provided in clause 6.13) Ngāti Manawa had the opportunity prior to the date of this deed (in addition to being able to examine the disclosure information) to:

- 6.15.1 inspect each cultural redress property; and

- 6.15.2 determine its state and condition.

**Access**

- 6.16 Other than as provided under this deed, the Crown will not make arrangements for access by Ngāti Manawa to a cultural redress property following its vesting in the governance entity.

**Survey**

- 6.17 If the boundaries of a cultural redress property have not been determined sufficiently for the purpose of creating a computer freehold register, the Crown will arrange for:

**6: CULTURAL REDRESS VESTING LAND**

6.17.1 it to be surveyed; and

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

**Costs**

6.18 The Crown will pay any survey and registration costs, and any other costs agreed by the Crown and Ngāti Manawa, required to vest the cultural redress properties in the governance entity.

**Settlement legislation in relation to cultural redress properties**

6.19 The settlement legislation will provide that:

***Date of vesting of cultural redress properties***

6.19.1 the cultural redress properties vest on the settlement date, or in the case of jointly vested sites such later date as may be specified in this deed;

***Encumbrances***

6.19.2 the vesting of each cultural redress property is subject to any relevant encumbrances;

***Title to cultural redress properties***

6.19.3 to the extent that a cultural redress property is all of the land contained in a computer freehold register, the Registrar-General must, on written application by an authorised person:

(a) register the governance entity as the proprietor of the fee simple estate in that land; and

(b) make any entries in the register, and do all other things that may be necessary to give effect to this part;

6.19.4 to the extent that a cultural redress property is not all of the land contained in a computer freehold register, or there is no computer freehold register for all or part of that property, the Registrar-General must, in accordance with an application received from an authorised person:

(a) except as provided in clause 6.1.52, create one or more computer freehold registers for the fee simple estate in the property in the name of the governance entity; and

**6: CULTURAL REDRESS VESTING LAND**

- (b) enter on the register any encumbrances that are registered, notified, or notifiable and that are described in the application;
- 6.19.5 clause 6.19.4 applies subject to the completion of any survey necessary to create the computer freehold register;
- 6.19.6 a computer freehold register must be created under clause 6.19.4 as soon as is reasonably practicable after the settlement date, but no later than:
  - (a) 24 months after the settlement date; or
  - (b) any later date that may be agreed in writing by the governance entity and the Crown;

***CNI forests sites***

- 6.19.7 in the case of the CNI forests sites the Registrar-General must, in accordance with an application received from any registered proprietor of such site(s) confirming that all of the land contained in the relevant computer freehold register(s) for such sites has been returned on the return date, and with confirmation of the same from the relevant licensee under the Crown forestry licence endorsed thereon, remove the Crown forest licence memorial from the computer freehold register(s) for such site(s);

***Application of Part 4A of Conservation Act 1987***

- 6.19.8 in clauses 6.19.9 to 6.19.19, **reserve site** means the Fort Galatea historic reserve area and, from the date specified in the *Gazette* notice referred to in clause 6.1.17, the Te Ana a Maru rock art site;
- 6.19.9 the vesting of the fee simple estate in a cultural redress property under this part is a disposition for the purposes of Part 4A of the Conservation Act 1987, but sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition;
- 6.19.10 the governance entity is appointed as the manager of any marginal strip created by virtue of clause 6.19.9 as if that appointment was made under section 24H of the Conservation Act 1987;
- 6.19.11 despite clause 6.19.9, the rest of section 24 of the Conservation Act 1987 does not apply to the vesting of a reserve site;
- 6.19.12 if the reservation under this part of a reserve site is revoked in relation to all or part of the site, then the site's vesting referred to in clause 6.19.11 is no longer exempt from the rest of section 24 of the Conservation Act 1987 in relation to all or that part of the site, as the case may be;

**6: CULTURAL REDRESS VESTING LAND**

- 6.19.13 the Registrar-General must record on the computer freehold register for:
- (a) a reserve site that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply, and that the land is subject to clause 6.19.12; and
  - (b) any other cultural redress property that the land is subject to Part 4A of the Conservation Act 1987;
- 6.19.14 a notification made under clause 6.19.13 that the land is subject to Part 4A of the Conservation Act 1987 is to be treated as having been made in compliance with section 24D(1) of that Act;
- 6.19.15 if the reservation under this part of a reserve site is revoked in relation to:
- (a) all of the site, then the Director-General must apply in writing to the Registrar-General to remove from the computer freehold register for the site the notifications that:
    - (i) section 24 of the Conservation Act 1987 does not apply to the site; and
    - (ii) the site is subject to clause 6.19.12; or
  - (b) part of the site, then the Registrar-General must ensure that the notifications referred to in clause 6.19.13(a) remain only on the computer freehold register for the part of the site that is left as a reserve;

***Application of Reserves Act 1977 to reserve sites***

- 6.19.16 the governance entity is the administering body of a reserve site for the purposes of the Reserves Act 1977;
- 6.19.17 sections 48A, 114, and 115 of the Reserves Act 1977 apply to a reserve site, despite sections 48A(6), 114(5), and 115(6) of that Act;
- 6.19.18 sections 78(1)(a), 79 to 81, and 88 of the Reserves Act 1977 do not apply in relation to a reserve site;
- 6.19.19 if the reservation under this part of a reserve site is revoked under section 24 of the Reserves Act 1977 in relation to all or part of the site, section 25 of that Act, except subsection (2), does not apply to the revocation;

**6: CULTURAL REDRESS VESTING LAND**

***Subsequent transfer of reserve land***

- 6.19.20 clauses 6.19.21 to 6.19.26 apply to all, or the part, of a reserve site that, at any time after vesting under the settlement legislation in the governance entity, remains a reserve under the Reserves Act 1977 (the “**reserve land**”);
- 6.19.21 the fee simple estate in the reserve land may be transferred to any other person only in accordance with clauses 6.19.22 to 6.19.26, despite any other enactment or rule of law;
- 6.19.22 the Minister of Conservation must give written consent to the transfer of the fee simple estate in the reserve land to another person or persons (the “**new owners**”) if, upon written application, the registered proprietors of the reserve land satisfy the Minister of Conservation that the new owners are able to:
- (a) comply with the requirements of the Reserves Act 1977; and
  - (b) perform the duties of an administering body under the Reserves Act 1977;
- 6.19.23 the Registrar-General must, upon receiving the documents specified in clause 6.19.24, register the new owners as the proprietors of the fee simple estate in the reserve land;
- 6.19.24 the documents referred to in clause 6.19.23 are:
- (a) a transfer instrument to transfer the fee simple estate in the reserve land to the new owners, including a notification that the new owners are to hold the reserve land for the same reserve purposes as it was held by the administering body immediately before the transfer;
  - (b) the written consent of the Minister of Conservation to the transfer of the reserve land; and
  - (c) any other document required for the registration of the transfer instrument;
- 6.19.25 the new owners, from the time of registration under clause 6.19.23:
- (a) are the administering body of the reserve land for the purposes of the Reserves Act 1977; and
  - (b) hold the reserve land for the same reserve purposes as it was held by the administering body immediately before the transfer;

**6: CULTURAL REDRESS VESTING LAND**

- 6.19.26 despite clauses 6.19.20 and 6.19.21, clauses 6.19.22 to 6.19.25 do not apply to the transfer of the fee simple estate in the reserve land if:
- (a) the transferors of the reserve land are or were trustees of a trust;
  - (b) the transferees are the trustees of the same trust, after any new trustee has been appointed to the trust or any transferor has ceased to be a trustee of the trust; and
  - (c) the instrument to transfer the reserve land is accompanied by a certificate given by the transferees, or the transferees' solicitor, verifying that clauses 6.19.26(a) and (b) apply;

***Application of other enactments***

- 6.19.27 sections 24 and 25 of the Reserves Act 1977 do not apply to a revocation under the settlement legislation of the reserve status of a cultural redress property;
- 6.19.28 section 11 and Part 10 of the Resource Management Act 1991 do not apply to:
- (a) the vesting of the fee simple estate in a cultural redress property under the settlement legislation; or
  - (b) a matter incidental to, or required for the purpose of, that vesting;
- 6.19.29 the vesting of the fee simple estate in a cultural redress property under the settlement legislation does not:
- (a) limit sections 10 or 11 of the Crown Minerals Act 1991; or
  - (b) affect other rights to sub-surface minerals;
- 6.19.30 the permission of a council under section 348 of the Local Government Act 1974 is not required for laying out, forming, granting or reserving a private road, private way or right of way that may be required to fulfil the terms of this deed in relation to a cultural redress property; and
- 6.19.31 such other provisions apply as are necessary or desirable to give effect to this part.

**6: CULTURAL REDRESS VESTING LAND**

**Application of certain payments**

- 6.20 The Minister of Conservation may direct that any intra-Crown payment for the Fort Galatea historic reserve area be paid and applied in the purchasing or taking on lease, managing and administering, maintaining, protecting, improving and developing of reserves of any classification or as consideration for a conservation covenant.
- 6.21 A direction by the Minister of Conservation under clause 6.20 is to be treated as a direction under section 82(1)(a) of the Reserves Act 1977.

**HINĀMOKI PĀ SITE AND KANI RANGI PARK SITE ARE NOT REDRESS**

- 6.22 Notwithstanding any other provision in this Deed, the parties acknowledge that the Hināmoki pā site and the Kani Rangī park site are being returned to the governance entity as a result of a previous Crown decision (distinct from the Treaty settlement process) and are not redress or cultural redress properties.
- 6.23 Despite clause 6.22, the matters set out in clauses 4.6, 6.11, 6.12, 6.15 to 6.19.6, 6.19.9, 6.19.10, 6.19.13(b), 6.19.14, 6.19.28 to 6.19.31, 8.2.4, 8.2.5 and 8.2.7 to 8.2.10 apply to the Hināmoki pā site and the Kani Rangī park site and references in those clauses to “cultural redress properties” shall be read to include references to the Hināmoki pā site and the Kani Rangī park site.
- 6.24 To avoid doubt (but without limitation), clauses 6.13, 6.14 and part 9 of this deed do not apply to the Hināmoki pā site and the Kani Rangī park site.

**7: FINANCIAL AND COMMERCIAL REDRESS**

**7 FINANCIAL AND COMMERCIAL REDRESS**

7.1 Ngāti Manawa and the Crown acknowledge that:

7.1.1 the CNI deed referred to in clauses 1.31.2 and 1.31.4 records the assets that Ngāti Manawa, as a member of the Collective, will receive in final settlement of all Ngāti Manawa historical CNI forests land claims; and

7.1.2 the CNI deed sets out acknowledgements that affect the future comprehensive settlements of the Collective member iwi, and the terms of this deed are consistent with those acknowledgements.

**SETTLEMENT LEGISLATION FOR DEFERRED SELECTION PROPERTIES**

7.2 The settlement legislation must:

7.2.1 authorise the Crown to do the following:

- (a) transfer the fee simple estate in a deferred selection property to the governance entity; and
- (b) sign a transfer instrument or other document (including a settlement document), or do any other thing, to effect a settlement transfer;

7.2.2 provide that, subject to clause 7.2.4(b), in exercising the powers under clause 7.2.1, the Crown is not required to comply with any other enactment that would otherwise regulate or apply to a settlement transfer;

7.2.3 provide that:

- (a) to the extent that a deferred selection property is not all of the land contained in a computer freehold register, or there is no computer freehold register for all or part of the property, the Registrar-General must, in accordance with a written application by an authorised person, and after completion of any necessary survey, create one computer freehold register for the property in the name of the Crown subject to, and together with, any relevant encumbrances that are registered, notified or notifiable and are described in that written application;
- (b) a computer freehold register created in accordance with clause 7.2.3(a) must be created in the name of the Crown without any statement of purpose;

**7: FINANCIAL AND COMMERCIAL REDRESS**

- (c) the authorised person may grant a covenant to arrange for the later creation of a computer freehold register for a deferred selection property that is to be transferred to the governance entity; and
- (d) despite the Land Transfer Act 1952:
  - (i) the authorised person may request the Registrar-General to register a covenant referred to in clause 7.2.3(c) under that Act by creating a computer interest register; and
  - (ii) the Registrar-General must register the covenant in accordance with clause 7.2.3(d)(i); and

7.2.4 provide that:

- (a) section 11 and Part 10 of the Resource Management Act 1991 do not apply to:
  - (i) a settlement transfer; or
  - (ii) a matter incidental to, or required for the purpose of, a settlement transfer;
- (b) a settlement transfer:
  - (i) does not:
    - (I) limit sections 10 or 11 of the Crown Minerals Act 1991; or
    - (II) affect other rights to sub-surface minerals;
  - (ii) is a disposition for the purposes of Part 4A of the Conservation Act 1987, but that sections 24(2A), 24A and 24AA of that Act do not apply to the disposition; and
- (c) the permission of a council under section 348 of the Local Government Act 1974 is not required for laying out, forming, granting or reserving a private road, private way or right of way that may be required to fulfil the terms of this deed in relation to a settlement transfer.

**RIGHT OF FIRST REFUSAL**

**The Crown to provide an RFR deed**

- 7.3 The Crown must, by or on the settlement date, provide the governance entity with two copies of a deed on the terms and conditions set out in part 14 of the schedule and signed by the Crown (the “**RFR deed**”).

**7: FINANCIAL AND COMMERCIAL REDRESS**

**Signing and return of RFR deed by governance entity**

- 7.4 The governance entity must:
- 7.4.1 sign both copies of the RFR deed; and
  - 7.4.2 return one signed copy to the Crown by no later than 10 business days after the settlement date.

**Terms of RFR deed**

- 7.5 The RFR deed will:
- 7.5.1 relate to the RFR property;
  - 7.5.2 be in force for a period of 50 years from the settlement date; and
  - 7.5.3 have effect from the settlement date as if it had been validly signed by both the Crown and the governance entity on that date.

**DEFERRED SELECTION PROPERTIES**

**Notice of interest**

- 7.6 The governance entity may at any time during the 3 year period that commences on the settlement date give notice to the relevant land holding agency that it is interested in purchasing a deferred selection property.
- 7.7 If the governance entity gives notice in accordance with clause 7.6 that it is interested in purchasing a deferred selection property:
- 7.7.1 the transfer value of the deferred selection property must be determined or agreed in accordance with the valuation process; and
  - 7.7.2 the governance entity must notify the land holding agency whether or not it elects to purchase the deferred selection property within 15 business days of all the transfer values for the deferred selection properties included in the relevant notice given under clause 7.6 being determined or agreed in accordance with the valuation process.
- 7.8 The governance entity and the Crown must use reasonable endeavours:
- 7.8.1 to ensure the valuation process operates in the manner, and within the timeframes, specified in parts 18 to 19 of the schedule; and
  - 7.8.2 if the valuation process is delayed, to minimise the delay.

**7: FINANCIAL AND COMMERCIAL REDRESS**

**Agreement for sale and purchase**

- 7.9 If the governance entity gives notice in accordance with clause 7.7.2 that it elects to purchase a selected property, the governance entity and the Crown will be deemed to have entered into an agreement for the sale and purchase of the property:
- 7.9.1 at the transfer value determined or agreed in accordance with the valuation process; and
- 7.9.2 on the terms set out in part 19 of the schedule;

**Termination of obligations**

- 7.10 All obligations of the Crown to the governance entity under this deed in relation to a deferred selection property immediately cease if:
- 7.10.1 the governance entity does not give notice in accordance with clause 7.6 that it is interested in purchasing that deferred selection property;
- 7.10.2 after giving notice in accordance with clause 7.6 that it is interested in purchasing the deferred selection property, the governance entity:
- (a) does not notify the land holding agency in accordance with clause 7.7.2 whether or not it elects to purchase the deferred selection property; or
- (b) notifies the land holding agency under clause 7.7.2 that it does not elect to purchase the deferred selection property; or
- 7.10.3 at any time before an agreement for sale and purchase of that deferred selection property is constituted under clause 7.9, the governance entity notifies the land holding agency that it is not interested in purchasing the deferred selection property.

**Time limits**

- 7.11 Time is of the essence for the time limits imposed on the Crown and the governance entity under clauses 7.6 to 7.10 and parts 18 to 19 of the schedule.

**Leasing back the Murupara Police Station site**

- 7.12 If the governance entity elects to purchase the Murupara Police Station site, the governance entity must lease to the land holding agency the Murupara Police Station site immediately after its transfer to the governance entity.
- 7.13 The governance entity and the land holding agency must, by or on the actual deferred selection settlement date, sign a lease instrument substantially in the form set out in part 16 of the schedule for the Murupara Police Station site at the commencement

**7: FINANCIAL AND COMMERCIAL REDRESS**

rent and providing that the commencement date for that lease is the actual deferred selection settlement date.

**Definitions**

7.14 Unless the context otherwise requires, the definitions in part 17 of the schedule apply in:

7.14.1 clauses 7.6 to 7.13; and

7.14.2 parts 18-19 of the schedule.

**INTEREST**

7.15 The Crown will, on the settlement date, pay to the governance entity interest on \$12,207,708, being the value of Ngāti Manawa's initial agreed proportion as defined in the CNI deed.

7.16 The interest to be paid under clause 7.15 will:

7.16.1 be calculated for the period between 25 June 2008 and 30 June 2009 inclusive;

7.16.2 be calculated at the official cash rate on a daily basis;

7.16.3 not compound; and

7.16.4 be subject to normal taxation law.

7.17 In clause 7.16, "**official cash rate**" means the interest rate set out as the official cash rate by the Reserve Bank of New Zealand from time to time.

**8: ADDITIONAL SETTLEMENT MATTERS**

**8 ADDITIONAL SETTLEMENT MATTERS**

**EXCLUSION OF THE RULE AGAINST PERPETUITIES**

8.1 The settlement legislation will provide that:

***No application to a settlement document***

8.1.1 neither the rule against perpetuities, nor any provisions of the Perpetuities Act 1964, apply to a settlement document if the application of that rule, or the provisions of that Act, would otherwise make the document, or a right conferred by the document, invalid or ineffective; and

***No application to the governance entity if a non-charitable trust***

8.1.2 neither the rule against perpetuities, nor any provisions of the Perpetuities Act 1964, prescribe or restrict the period during which:

- (a) the trust established by the governance entity trust deed may exist in law; or
- (b) the governance entity may hold or deal with property (including income derived from property);

8.1.3 however, if the trust established by the governance entity trust deed is, or becomes, a trust for charitable purposes (including if the governance entity is or becomes incorporated as a board under the Charitable Trusts Act 1957):

- (i) clause 8.1.2(a) does not apply; and
- (ii) any application of the rule against perpetuities or any provision of the Perpetuities Act 1964 to the trust established by the governance entity trust deed, and the governance entity must be determined under the general law.

**SETTLEMENT LEGISLATION TO IMPLEMENT THE SETTLEMENT**

8.2 The settlement legislation will provide that:

***Jurisdiction of courts and judicial bodies excluded***

8.2.1 despite any enactment or rule of law, on and from the settlement date, no court, tribunal, or other judicial body has jurisdiction (including the jurisdiction

**8: ADDITIONAL SETTLEMENT MATTERS**

to inquire into, or further inquire into, or to make a finding or recommendation) in respect of:

- (a) any or all of the historical claims; or
- (b) this deed; or
- (c) the redress; or
- (d) the settlement legislation;

8.2.2 clause 8.2.1 does not exclude any jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed or the settlement legislation;

***Jurisdiction of Waitangi Tribunal excluded***

8.2.3 the Treaty of Waitangi Act 1975 is amended (by inserting the short title of the settlement legislation in Schedule 3 of that Act) to provide that:

- (a) despite anything in the Treaty of Waitangi Act 1975 or in any other enactment or rule of law, on and from the settlement date, the Waitangi Tribunal does not have jurisdiction (including the jurisdiction to inquire into, or further inquire into, or to make a finding or recommendation) in respect of:
  - (i) any or all of the historical claims; or
  - (ii) this deed; or
  - (iii) the redress; or
  - (iv) the settlement legislation; and
- (b) paragraph (a) of this clause does not exclude any jurisdiction of the Waitangi Tribunal in respect of the interpretation or enforcement of this deed or the settlement legislation;

***Land claims protection legislation ceases to apply***

8.2.4 nothing in the enactments referred to in clause 8.2.5 (the “**land claims protection legislation**”) applies on and from the settlement date:

- (a) to a settlement property;
- (b) to a RFR property; or

**8: ADDITIONAL SETTLEMENT MATTERS**

- (c) for the benefit of Ngāti Manawa or a representative entity for Ngāti Manawa;

8.2.5 the enactments are:

- (a) sections 8A to 8HJ of the Treaty of Waitangi Act 1975; and
- (b) sections 27A to 27C of the State-Owned Enterprises Act 1986; and
- (c) sections 211 to 213 of the Education Act 1989; and
- (d) Part 3 of the Crown Forest Assets Act 1989; and
- (e) Part 3 of the New Zealand Railways Corporation Restructuring Act 1990;

8.2.6 however, clause 8.2.4 does not apply to a deferred selection property if:

- (a) the governance entity does not elect to acquire the property under clause 7.7.2; or
- (b) the agreement constituted by clause 7.9 is cancelled;

***Removal of memorials from settlement properties***

8.2.7 the chief executive of LINZ must issue to the Registrar-General a certificate (a “**memorial certificate**”) that identifies, by reference to the relevant certificate of title or computer register, each allotment that is:

- (a) all, or part, of a settlement property or RFR property; and
- (b) contained in a certificate of title or computer register that has a memorial entered under any land claims protection legislation (a “**memorial**”);

8.2.8 the chief executive of LINZ must issue a memorial certificate as soon as reasonably practicable after:

- (a) the settlement date; or
- (b) the actual deferred selection settlement date, in the case of a deferred selection property;

8.2.9 a memorial certificate must state the section of the settlement legislation that it is issued under; and

**8: ADDITIONAL SETTLEMENT MATTERS**

- 8.2.10 the Registrar-General must, as soon as is reasonably practicable after receiving a memorial certificate:
- (a) register the memorial certificate against each certificate of title or computer register identified in it; and
  - (b) cancel, in respect of each allotment identified in the memorial certificate, each memorial that, under any of the land claims protection legislation, is entered on the certificate of title or computer register against which the memorial certificate is registered.

**OTHER SETTLEMENT LEGISLATION MAY REMOVE APPLICATION OF LAND CLAIMS PROTECTION LEGISLATION AND MEMORIALS**

- 8.3 Ngāti Manawa agrees that the Crown may at any time propose for introduction to the House of Representatives, and neither Ngāti Manawa nor a representative entity for Ngāti Manawa will object to, legislation that:
- 8.3.1 gives effect to a settlement with another iwi or group of Māori; and
  - 8.3.2 provides that the land claims protection legislation does not apply to land, or for the benefit of persons, specified by the legislation; and
  - 8.3.3 removes memorials from land specified by the legislation.
- 8.4 To avoid doubt, clause 8.3 applies to any land within the area of interest.

**PUBLIC ACCESS TO THIS DEED OF SETTLEMENT**

- 8.5 The settlement legislation will provide that the Secretary for Justice must, on and after the settlement date, make copies of this deed available:
- 8.5.1 for inspection free of charge, and for purchase at a reasonable price, at the head office of the Ministry of Justice in Wellington on any business day; and
  - 8.5.2 free of charge, on an internet website maintained by or on behalf of the Ministry of Justice.

**9. TAX**

**9 TAX**

**STATEMENT OF AGREED TAX PRINCIPLES**

9.1 The parties agree that:

- 9.1.1 the payment, credit or transfer of redress by the Crown to the governance entity is made as redress to settle the historical claims and is not intended to be, or to give rise to:
- (a) a taxable supply for GST purposes; nor
  - (b) assessable income for income tax purposes; nor
  - (c) a dutiable gift for gift duty purposes;
- 9.1.2 neither the governance entity, nor any other person associated with the governance entity, will claim an input credit (for GST purposes) or a deduction (for income tax purposes) with reference to the payment, credit or transfer by the Crown of any redress;
- 9.1.3 the transfer of any applicable quota, deferred selection property or any RFR property by the Crown in accordance with this deed, is intended to be a taxable supply for GST purposes, and neither the exercise by the governance entity of rights to acquire such quota or properties nor the transfer or acquisition of such quota or properties by the governance entity is subject to indemnification for tax by the Crown under this deed;
- 9.1.4 any interest paid by the Crown under any provision of this deed is either assessable income or exempt income, for income tax purposes, depending on the recipient's status for income tax purposes, and the receipt or payment of such interest is not subject to indemnification for tax by the Crown under this deed;
- 9.1.5 any amounts payable to or received by the governance entity under or in respect of a Crown forestry licence (irrespective of whether such amounts are payable by or received from the Crown, the Crown Forestry Rental Trust or any other person) and any accumulated interest thereon:
- (a) are to be treated in accordance with ordinary taxation principles; and
  - (b) the receipt or payment of any such amounts is not subject to indemnification for tax by the Crown under this deed;

**9. TAX**

- 9.1.6 any amounts payable to or received by the governance entity under or in respect of the lease, licence or other use of any property or site referred to in this deed:
- (a) are to be treated in accordance with ordinary taxation principles; and
  - (b) the receipt or derivation of any such amounts is not subject to indemnification for tax by the Crown under this deed.
- 9.1.7 any indemnity payment by the Crown to the governance entity is not intended to be, or to give rise to:
- (a) a taxable supply for GST purposes; nor
  - (b) assessable income for income tax purposes; and
- 9.1.8 the governance entity (at all applicable times) is or will be a registered person for GST purposes (except if the governance entity is not carrying on a taxable activity as that term is defined by the Goods and Services Tax Act 1985).

**ACKNOWLEDGEMENTS**

- 9.2 To avoid doubt, the parties acknowledge:
- 9.2.1 that the tax indemnities given by the Crown in this part, and the principles and acknowledgements in clauses 9.1 and 9.2 respectively:
- (a) apply only to the receipt by the governance entity of redress and indemnity payments; and
  - (b) do not apply to any subsequent dealings, distributions, payments, uses or applications by the governance entity, or any other persons, with or of redress or indemnity payments;
- 9.2.2 each obligation to be performed by the Crown in favour of the governance entity under this deed is performed as redress to settle the historical claims and without charge to, or consideration to be provided by, the governance entity or any other person, provided that this clause 9.2.2:
- (a) does not extend to the obligations to be performed by the Crown in respect of any applicable quota, deferred selection property or any RFR property;
  - (b) does not affect the obligation of the governance entity to pay the purchase price relating to applicable quota under a contract for the sale of the applicable quota;

**9. TAX**

- (c) does not affect the obligation of the governance entity to pay the purchase price relating to a deferred selection property under an agreement for the sale and purchase of the deferred selection property; and
- (d) does not affect the obligation of the governance entity to pay the purchase price relating to an RFR property under an RFR property contract.

9.2.3 without limiting clause 9.2.2, no covenant, easement, lease, licence or other right or obligation which this deed records that does or shall apply to or in respect of any item of redress, shall be treated as consideration (for GST or any other purpose), for the transfer of such redress by the Crown to the governance entity;

9.2.4 without limiting clause 9.2.2, the payment of amounts, and the bearing of costs from time to time, by the governance entity in relation to any item of redress including, without limitation:

- (a) rates, charges and fees;
- (b) the apportionment of outgoings and incomings; and
- (c) maintenance, repair or upgrade costs and rubbish, pest and weed control costs,

is not intended to be consideration for the transfer of that item of redress for GST or any other purpose; and, furthermore (and without limiting clause 9.2.1), the payment of such amounts and the bearing of such costs is not subject to indemnification for tax by the Crown under this deed.

**ACT CONSISTENT WITH PRINCIPLES**

9.3 Neither the governance entity (nor any person associated with the governance entity) nor the Crown will act in a manner that is inconsistent with the principles or acknowledgements set out or reflected in clauses 9.1 and 9.2 respectively.

**MATTERS NOT TO BE IMPLIED FROM PRINCIPLES**

9.4 Nothing in clause 9.1 is intended to suggest or imply:

9.4.1 that the payment, credit or transfer of redress, or an indemnity payment, by the Crown to the governance entity is or will be chargeable with GST;

9.4.2 if the governance entity is a charitable trust or other charitable entity, that:

**9. TAX**

- (a) payments, properties, interests, rights or assets the governance entity receives or derives from the Crown under this deed are received or derived other than exclusively for charitable purposes; or
- (b) the governance entity derives or receives amounts, for income tax purposes, other than as exempt income; or

9.4.3 that gift duty should or can be imposed on any payment to, or transaction with, the governance entity under this deed.

**INDEMNITY FOR GST IN RESPECT OF REDRESS AND INDEMNITY PAYMENTS**

**Redress provided exclusive of GST**

9.5 If and to the extent that:

9.5.1 the payment, credit or transfer of redress; or

9.5.2 an indemnity payment,

by the Crown to the governance entity is chargeable with GST, the Crown must, in addition to the payment, credit or transfer of redress or the indemnity payment, pay the governance entity the amount of GST payable in respect of the redress or the indemnity payment.

**Indemnification**

9.6 If and to the extent that:

9.6.1 the payment, credit or transfer of redress; or

9.6.2 an indemnity payment,

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

9.6.3 the payment, credit or transfer of redress; and/or

9.6.4 the indemnity payment.

## 9. TAX

### **INDEMNITY FOR INCOME TAX IN RESPECT OF REDRESS AND INDEMNITY PAYMENTS**

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

9.7.1 the payment, credit or transfer of redress; or

9.7.2 an indemnity payment,

from the Crown is treated as, or as giving rise to, assessable income of the governance entity for income tax purposes.

### **INDEMNITY FOR GIFT DUTY IN RESPECT OF CULTURAL REDRESS AND RIGHTS GRANTED IN RELATION TO APPLICABLE QUOTA, DEFERRED SELECTION PROPERTIES AND RFR PROPERTIES**

9.8 The Crown agrees to pay, and to indemnify the governance entity against any liability that the governance entity has in respect of, any gift duty assessed as payable by the Commissioner in respect of the payment, credit or transfer by the Crown to the governance entity of:

9.8.1 any cultural redress;

9.8.2 the grant of the right to purchase any applicable quota;

9.8.3 the grant of the right to purchase any deferred selection property; or

9.8.4 the grant of the right of first refusal to purchase any RFR property.

### **DEMANDS FOR INDEMNIFICATION**

#### **Notification of indemnification event**

9.9 Each of:

9.9.1 the governance entity; and

9.9.2 the Crown,

agrees to notify the other as soon as reasonably possible after becoming aware of an event or occurrence in respect of which the governance entity is or may be entitled to be indemnified by the Crown for or in respect of tax under this part.

## 9. TAX

### How demands are made

- 9.10 Demands for indemnification for tax by the governance entity in accordance with this part must be made by the governance entity in accordance with the provisions of clause 12.2 of part 12 (Miscellaneous) of this deed and may be made at any time, and from time to time, after the settlement date.

### When demands are to be made

- 9.11 Except:

9.11.1 with the written agreement of the Crown; or

9.11.2 if this deed provides otherwise,

no demand for payment by way of indemnification for tax under this part may be made by the governance entity more than 20 business days before the due date for payment by the governance entity of the applicable tax (whether such date is specified in an assessment or is a date for the payment of provisional tax or otherwise).

### Evidence to accompany demand

- 9.12 Without limiting clause 9.9, each demand for indemnification by the governance entity under this part must be accompanied by:

9.12.1 appropriate evidence (which may be notice of proposed adjustment, assessment, or any other evidence which is reasonably satisfactory to the Crown) setting out with reasonable detail the amount of the loss, cost, expense, liability or tax that the governance entity claims to have suffered or incurred or be liable to pay, and in respect of which indemnification is sought from the Crown under this deed; and

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

### Repayment of amount on account of tax

- 9.13 If payment is made by the Crown on account of tax to the governance entity or the Commissioner (for the account of the governance entity) and it is subsequently determined or held that no such tax (or an amount of tax that is less than the payment which the Crown made on account of tax) is or was payable or properly assessed, to the extent that the governance entity:

9.13.1 has retained the payment made by the Crown (which, for the avoidance of doubt, includes any situation where the governance entity has not transferred the payment to the Commissioner but has instead paid, applied

**9. TAX**

or transferred the whole or any part of the payment to any other person or persons);

9.13.2 has been refunded the amount of that payment by the Commissioner; or

9.13.3 has had the amount of that payment credited or applied to its account with the Commissioner,

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

**Payment of amount on account of tax**

9.14 The governance entity must pay to the Commissioner any payment made by the Crown to the governance entity on account of tax, on the later of:

9.14.1 the “due date” for payment of that amount to the Commissioner under the applicable tax legislation; and

9.14.2 the next business day following receipt by the governance entity of that payment from the Crown.

**Payment of costs**

9.15 The Crown will indemnify the governance entity against any reasonable costs incurred by the governance entity for actions undertaken by the governance entity, at the Crown’s direction, in connection with:

9.15.1 any demand for indemnification of the governance entity under or for the purposes of this Part; and

9.15.2 any steps or actions taken by the governance entity in accordance with the Crown’s requirements under clause 9.17.

**DIRECT PAYMENT OF TAX: CONTROL OF DISPUTES**

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

9.16.1 if the Crown so requires and notifies the governance entity of that requirement, the Crown may, instead of paying the requisite amount on account of tax, pay that amount to the Commissioner (such payment to be effected on behalf, and for the account, of the governance entity);

9.16.2 subject to the governance entity being indemnified to its reasonable satisfaction against any reasonable cost, loss, expense or liability or any tax which it may suffer, incur or be liable to pay, the Crown shall have the right, by notice to the governance entity, to require the governance entity, to:

## 9. TAX

- (a) take into account any right permitted by any relevant law to defer the payment of any tax; and/or
- (b) take all steps the Crown may specify to respond to and/or contest any notice, notice of proposed adjustment or assessment for tax, where expert legal tax advice indicates that it is reasonable to do so; and

9.16.3 the Crown reserves the right:

- (a) to nominate and instruct counsel on behalf of the governance entity whenever it exercises its rights under clause 9.16.2; and
- (b) to recover from the Commissioner the amount of any tax paid and subsequently held to be refundable.

## RULINGS, APPLICATIONS

9.17 If the Crown requires, the governance entity will consult, and/or collaborate, with the Crown in the Crown's preparation (for the Crown, the governance entity and/or any other person) of an application for a non-binding or binding ruling from the Commissioner with respect to any part of the arrangements relating to the payment, credit or transfer of redress.

## DEFINITIONS AND INTERPRETATION

9.18 In this part, unless the context requires otherwise:

**assessable income** has the meaning given to that term in section YA 1 of the Income Tax Act 2007;

**Commissioner** means the Commissioner of Inland Revenue and, for the avoidance of doubt, includes the Inland Revenue Department;

**gift duty** means gift duty imposed under the Estate and Gift Duties Act 1968 and includes any interest or penalty payable in respect of or on account of, the late or non-payment of, any gift duty;

**income tax** means income tax imposed under the Income Tax Act 2007 and includes any interest or penalty payable in respect of, or on account of the late or non-payment of, any income tax;

**indemnity payment** means any indemnity payment made by the Crown under or for the purposes of this Part, and **indemnify**, **indemnification** and **indemnity** have a corresponding meaning;

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

**9. TAX**

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

- 9.19 In the interpretation of this part, a reference to the payment, credit, transfer or receipt of the redress (or any equivalent wording) includes a reference to the payment, credit, transfer or receipt of any part (or the applicable part) of the redress.

**10. ACTIONS REQUIRED TO COMPLETE SETTLEMENT**

**10 ACTIONS REQUIRED TO COMPLETE SETTLEMENT**

**SETTLEMENT LEGISLATION TO BE INTRODUCED**

- 10.1 Within 12 months after the date of this deed, the Crown must propose settlement legislation for introduction to the House of Representatives.
- 10.2 The settlement legislation proposed for introduction:
- 10.2.1 must include:
- (a) a summary of the historical account in part 2;
  - (b) the text of the acknowledgements and apology in part 3; and
  - (c) all other matters required by this deed to be included in the settlement legislation;
- 10.2.2 may include all other matters that are necessary or desirable to ensure the settlement legislation gives full effect to this deed;
- 10.2.3 may include different wording to that provided by the corresponding provisions of this deed, in order to conform with legislative drafting styles and conventions; and
- 10.2.4 must be in a form that is satisfactory to the governance entity and the Crown.

**SETTLEMENT AND OTHER LEGISLATION TO BE SUPPORTED**

- 10.3 Ngāti Manawa and the governance entity must support the passage through Parliament of:
- 10.3.1 the settlement legislation; and
- 10.3.2 any legislation proposed by the Crown for introduction:
- (a) under clause 10.5.2 to terminate proceedings in relation to an historical claim; or
  - (b) to clarify rights or obligations under this deed or the settlement legislation.

**10. ACTIONS REQUIRED TO COMPLETE SETTLEMENT**

**HISTORICAL CLAIMS TO BE DISCONTINUED**

- 10.4 The governance entity must use reasonable endeavours to deliver to the Crown, by or on the settlement date, notices of discontinuance:
- 10.4.1 of every proceeding in relation to an historical claim that has not been discontinued; and
  - 10.4.2 signed by the applicant or plaintiff to those proceedings (or duly completed by the solicitor for the applicant or plaintiff).
- 10.5 If the governance entity does not deliver to the Crown, by or on the settlement date, all notices of discontinuance required by clause 10.4:
- 10.5.1 the governance entity must continue to use reasonable endeavours to deliver them to the Crown; and
  - 10.5.2 the Crown may propose for introduction to the House of Representatives legislation to terminate the proceedings.

**WAITANGI TRIBUNAL TO BE ADVISED**

- 10.6 The Crown will, on or after the settlement date:
- 10.6.1 advise the Waitangi Tribunal of the settlement; and
  - 10.6.2 request it to amend its register of claims, and adapt its procedures, to reflect the settlement.

**RELEVANT LAND BANK ARRANGEMENTS TO BE TERMINATED**

- 10.7 The Crown may, on and after the settlement date, cease to operate a land bank arrangement in relation to Ngāti Manawa (or a representative entity for Ngāti Manawa) except to the extent necessary to give effect to this deed.

**11: CONDITIONS AND TERMINATION**

**11 CONDITIONS AND TERMINATION**

**THIS DEED AND THE SETTLEMENT ARE CONDITIONAL**

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

**THIS DEED WITHOUT PREJUDICE UNTIL UNCONDITIONAL**

- 11.2 This deed, until it becomes unconditional:

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

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

- 11.3 Clause 11.2 does not exclude any jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

**SOME PROVISIONS NOT CONDITIONAL**

- 11.4 Despite clause 11.1, clauses 10.1 to 10.3 and parts 11, 12, and 13 are binding from the date of this deed.

**TERMINATION OF THIS DEED**

- 11.5 The Crown or the governance entity may terminate this deed, by notice to the other, if the settlement legislation has not come into force within 30 months after the date of this deed.

- 11.6 If this deed is terminated:

11.6.1 it, and the settlement, will be at an end; and

11.6.2 no person will have any rights or obligations under it, except that the rights and obligations under clause 11.2 continue.

12: MISCELLANEOUS

12 MISCELLANEOUS

**NOTICES**

12.1 Unless otherwise provided in this deed or a settlement document the provisions of clause 12.2 apply to notices under this deed or a settlement document to or by:

12.1.1 Ngāti Manawa; or

12.1.2 the governance entity; or

12.1.3 the Crown.

12.2 The following provisions apply to notices referred to in clause 12.1:

***Notices to be signed***

12.2.1 the person giving the notice must sign it (but, where the trustees for the time being of a trust are the governance entity, a minimum of two of those trustees must sign it);

***Notices to be in writing***

12.2.2 the notice must be in writing addressed to the recipient at its address or facsimile number;

***Addresses and facsimile numbers of Ngāti Manawa, governance entity, and the Crown***

12.2.3 the address and facsimile number of Ngāti Manawa, the governance entity, and the Crown are as provided in part 20 of the schedule;

***Change of address or facsimile number***

12.2.4 the address or facsimile of Ngāti Manawa or the governance entity may be changed by notice to the Crown by the governance entity;

12.2.5 the address or facsimile number of the Crown may be changed by notice by the Crown to the governance entity;

***Delivery***

12.2.6 delivery of a notice may be made:

**12: MISCELLANEOUS**

- (a) by hand to the recipient's address; or
- (b) by posting an envelope with pre-paid postage addressed to the recipient's address; or
- (c) by facsimile to the facsimile number of the recipient;

***Timing of delivery***

12.2.7 a notice delivered:

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

***Deemed date of delivery***

12.2.8 if a notice is treated as having been received on a day that is not a business day, or after 5pm on a business day, that notice is (despite clause 12.2.7) to be treated as having been received the next business day.

**AMENDMENT**

12.3 This deed may be amended only by a written amendment signed by:

- 12.3.1 the Crown; and
- 12.3.2 the governance entity.

**ENTIRE AGREEMENT**

12.4 This deed:

- 12.4.1 constitutes the entire agreement in relation to the matters in it; and
- 12.4.2 supersedes all earlier negotiations, representations, warranties, understandings and agreements in relation to the matters in it including the terms of negotiation and the agreement in principle; but
- 12.4.3 does not supersede the Treaty of Waitangi.

**12: MISCELLANEOUS**

**NO WAIVER OR ASSIGNMENT**

12.5 Except as provided in this deed or a settlement document:

12.5.1 a failure, delay, or indulgence in exercising a right or power under this deed, or a settlement document, does not operate as a waiver of that right or power; and

12.5.2 a single, or partial, exercise of a right or power under this deed, or a settlement document, does not preclude:

(a) a further exercise of that right or power; or

(b) the exercise of another right or power; and

12.5.3 a person may not transfer or assign a right or obligation under this deed or a settlement document.

13: DEFINITIONS AND INTERPRETATION

**13 DEFINITIONS AND INTERPRETATION**

**NGĀTI MANAWA AND RELATED TERMS**

13.1 In this deed **Ngāti Manawa**:

13.1.1 means:

(a) the collective group composed of:

- (i) individuals descended from one or more Ngāti Manawa tupuna or ancestors; and
- (ii) individuals who are members of the groups referred to in clause 13.1.2(a);

(b) the individuals referred to in clause 13.1.1(a); and

13.1.2 includes the following groups:

(a) Ngāti Koro, Ngāti Hui and Ngāi Tokowaru; and

(b) any whānau, hapū, or other group composed of individuals referred to in clause 13.1.1(a).

13.2 In this deed **Ngāti Manawa tupuna or ancestor** means an individual who:

13.2.1 exercised customary rights by virtue of being descended from:

- (a) Apa Hāpai Taketake; or
- (b) Tangiharuru's unions with Takuate, Kuranui, Kuraroa or Kuraiti; or
- (c) a recognised tupuna or ancestor of a group referred to in clause 13.1.2(a); and

13.2.2 exercised the customary rights predominantly in relation to the area of interest at any time after 6 February 1840.

13.3 For the purposes of clauses 13.1 and 13.2:

13.3.1 a person is **descended** from another person by any one or more of the following:

**13: DEFINITIONS AND INTERPRETATION**

- (a) birth; or
- (b) legal adoption;

13.3.2 **customary rights** means rights according to tikanga Māori (Māori customary law, values and practices) including rights:

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

**HISTORICAL CLAIMS**

13.4 In this deed **historical claims**:

13.4.1 means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that Ngāti Manawa (or a representative entity for Ngāti Manawa) had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that:

- (a) is, or is founded on, a right arising:
  - (i) from the Treaty of Waitangi or its principles; or
  - (ii) under legislation; or
  - (iii) at common law (including in relation to aboriginal title or customary law); or
  - (iv) from a fiduciary duty; or
  - (v) otherwise; and
- (b) arises from, or relates to, acts or omissions before 21 September 1992:
  - (i) by, or on behalf of, the Crown; or
  - (ii) by or under legislation; and

13.4.2 includes every claim to the Waitangi Tribunal to which clause 13.4.1 applies and that relates exclusively to Ngāti Manawa (or a representative entity for Ngāti Manawa) including:

- (a) Wai 257 (Rangitaiki Plains claims);

**13: DEFINITIONS AND INTERPRETATION**

- (b) Wai 1879 (Ngāti Manawa Land (Moananui) Claim);
  - (c) Wai 1914 (Ngāti Manawa Lands (Anderson) Claim); and
- all other claims, insofar as they relate to Ngāti Manawa, including:
- (d) Wai 212 (Ika Whenua lands and waterways claim);
  - (e) Wai 350 (Maori Development Corporation Claim);
  - (f) Wai 439 (Civil Legal Aid claim);
  - (g) Wai 724 (Murupara Section and Rating Powers Act 1988);
  - (h) Wai 787 (Atiamuri ki Kaingaroa (Simon));
  - (i) Wai 791 (Volcanic Interior Plateau);
  - (j) Wai 823 (Karatia 3B2B2 Block, Kaingaroa); but

13.4.3 does not include:

- (a) a claim that a member of Ngāti Manawa, or a whānau, hapū or group referred to in clause 13.1.2, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not a Ngāti Manawa ancestor; or
- (b) a claim that a representative entity for Ngāti Manawa may have to the extent that claim is, or is based on, a claim referred to in clause 13.4.3(a).

13.5 Clause 13.4.1 is not limited by clause 13.4.2.

**OTHER DEFINED TERMS**

13.6 In this Deed:

**actual deferred selection settlement date** means, in respect of a deferred selection property, the date on which settlement of the deferred selection property under paragraph 11 of part 19 of the schedule takes place;

**administering body** has the meaning given to it in section 2(1) of the Reserves Act 1977;

**agreement in principle** has the meaning given to it in clause 1.29.1(b);

**13: DEFINITIONS AND INTERPRETATION**

**applicable quota** means the quota referred to in clause 2 of the RFR deed over certain quota;

**applicable species** means the species referred to in schedule 1 of the RFR deed over certain quota;

**area of interest** means the area that Ngāti Manawa identifies as its area of interest, as set out in part 21 of the schedule;

**authorised person** in relation to:

- (a) a cultural redress property, means a person authorised by:
  - (i) the Secretary for Education, in the case of:
    - (I) the Murupara School site;
    - (II) the Galatea School site;
    - (III) the Te Kura Kaupapa Motuhake o Tāwhiuau site; or
  - (ii) the Director-General in the case of:
    - (I) the Okārea pā site;
    - (II) the Kakarāhonui kainga site;
    - (III) the Kāramuramu site;
    - (IV) the Te Tāpiri pā site; or
  - (iii) the Secretary for Justice in all other cases;
- (b) a deferred selection property, means a person authorised by the chief executive of the land holding agency; and
- (c) the Hināmoki pā site and the Kani Rangi Park site, means a person authorised by the chief executive of LINZ;

**business day** means the period from 9am to 5pm on a day other than:

- (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, and Labour Day; or
- (b) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; or

**13: DEFINITIONS AND INTERPRETATION**

- (c) the days observed as the anniversaries of the provinces of Wellington and Auckland;

**CNI deed** has the meaning given to it in clause 1.31.2;

**CNI forests sites** has the meaning given to it in clause 6.3;

**CNI Settlement Act** means the Central North Island Forests Land Collective Settlement Act 2008;

**Collective** has the meaning given to it in clause 1.31.1;

**commencement rent** means:

- (a) in respect of the Murupara Police Station site, the commencement rent determined under part 16 of the schedule; and
- (b) in respect of the school sites, the commencement rent set out in part 13 of the schedule;

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

**consent authority:**

- (a) has the meaning given to it in section 2(1) of the Resource Management Act 1991; but
- (b) does not include the Minister of Conservation;

**Conservation Board** has the meaning given to in section 2(1) of the Conservation Act 1987;

**conservation document** means:

- (a) a national park management plan (being a management plan as defined in section 2 of the National Parks Act 1980); or
- (b) a conservation management strategy (as defined in section 2(1) of the Conservation Act 1987); or
- (c) a conservation management plan (as defined in section 2(1) of the Conservation Act 1987);

**conservation legislation** means the Conservation Act 1987 and the enactments listed under Schedule 1 to that Act;

**13: DEFINITIONS AND INTERPRETATION**

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

**Crown** has the meaning given to it in section 2(1) of the Public Finance Act 1989;

**Crown entity** has the meaning given to it in section 7(1) of the Crown Entities Act 2004;

**Crown forest land** has the meaning given to it in section 2(1) of the Crown Forest Assets Act 1989;

**Crown forestry licence** means:

- (a) in respect of Tūtūtārata papakainga site and Te Rake pā site, the Kaingaroa Forest/Whirinaki Block Crown forestry licence held in computer interest register SA57A/60 (South Auckland Registry);
- (b) in respect of Te Ana a Maru rock art site, part of Kiorenui site, and part of Pekepeke pā site, the Kaingaroa Forest/Caves Block Crown forestry licence held in computer interest register 132203;
- (c) in respect of Ōruatewehi pā site, Motumako site, Puketapu pā site, Ngātamawāhine nohoanga site, Kaiwhatiwhati pā site, and part of Kāramuramu site, the Kaingaroa/Northern Boundary Block Crown forestry licence held in computer interest register SA60D/550;
- (d) in respect of part of Kiorenui site and part of Pekepeke pā site, the Kaingaroa/Wairapukao Block Crown forestry licence held in computer interest register SA55B/450; and
- (e) in respect of Pukemoremore site, Ahiweka pā site, and Ahiwhakamura kainga site, the Kaingaroa/Headquarters Block Crown forestry licence held in computer interest register SA52D/450;

**Crown minerals protocol** means the protocol issued by the Minister of Energy and Resources under clause 5.9 (as that protocol may be amended in accordance with clause 5.11.1 to 5.11.3);

**Crown minerals protocol area** means the area which is subject to the Crown minerals protocol;

**Crown owned mineral** means a mineral (as that term is defined in section 2(1) of the Crown Minerals Act 1991) that is the property of the Crown under sections 10 or 11 of that Act or over which the Crown has jurisdiction under the Continental Shelf Act 1964;

**13: DEFINITIONS AND INTERPRETATION**

**cultural redress** means the redress to be provided under parts 5 and 6 and the settlement legislation giving effect to those parts (but excluding, to avoid doubt, any applicable quota that may be purchased);

**cultural redress property** means each site described as such in part 10 of the schedule;

**customary rights** has the meaning given to it in clause 13.3.2;

**date of this deed** means the date this deed is signed by Ngāti Manawa and the Crown;

**deed** and **deed of settlement** means this deed of settlement, including:

- (a) the schedule, and any attachments, to this deed; and
- (b) any amendments to the deed, its schedule and any attachments;

**deed of recognition** means a deed of recognition entered into under clause 5.22 or 5.43 by:

- (a) the Minister of Conservation and the Director-General; or
- (b) the Commissioner of Crown Lands;

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

**deferred selection property** means each property described in part 15 of the schedule;

**descended** has the meaning given to it in clause 13.3.1;

**Director-General** has the meaning given to it in section 2(1) of the Conservation Act 1987;

**disclosure information** means the information provided by, or on behalf of, the Crown to Ngāti Manawa, in relation to:

- (a) a cultural redress property by various means, including by email, ordinary mail and personal delivery at negotiation meetings; or
- (b) a deferred selection property, under parts 17 to 19 of the schedule;

**13: DEFINITIONS AND INTERPRETATION**

**DOC protocol** means the protocol issued by the Minister of Conservation under clause 5.3 (as that protocol may be amended in accordance with clause 5.11.1 to 5.11.3);

**DOC protocol area** means the area which is subject to the DOC protocol;

**effective date** means the date that is six months after the settlement date;

**eligible member of Ngāti Manawa** means a member of Ngāti Manawa who, at the relevant date is:

- (a) aged 18 years or over; and
- (b) registered on the register of members of Ngāti Manawa kept by Te Runanga o Ngāti Manawa for the purpose of voting on the ratification of this deed;

**encumbrance**, in relation to a property, means a lease, tenancy, licence, licence to occupy, easement, covenant or other right affecting that property;

**Environment Court** means the court referred to in section 247 of the Resource Management Act 1991;

**financial and commercial redress** means:

- (a) the right to purchase a deferred selection property (but not any deferred selection property);
- (b) the right of first refusal to purchase an RFR Property (but not any RFR Property);

**fisheries advisory committee** means the committee established under clause 5.44.1;

**fisheries (conservation) advisory committee** means the committee established under clause 5.45.1;

**fisheries protocol** means the protocol issued by the Minister of Fisheries under clause 5.5 (as that protocol may be amended under clause 5.11.1-5.11.3);

**fisheries protocol area** means the area which is subject to the fisheries protocol;

**governance entity** means the trustees from time to time of Te Runanga o Ngāti Manawa, in their capacity as such trustees; and, if the trustees have incorporated as a board under the Charitable Trusts Act 1957, means the board so incorporated;

**governance entity trust deed** means the Te Runanga o Ngāti Manawa trust deed approved on 24 June 2009 following a postal ballot of members of Ngāti Manawa (as defined in that trust deed) and includes:

**13: DEFINITIONS AND INTERPRETATION**

- (a) any schedules to that trust deed; and
- (b) any amendment to that trust deed or its schedules;

**Governor General** has the meaning given to it in section 29 of the Interpretation Act 1999;

**GST:**

- (a) means goods and services tax chargeable under the Goods and Services Tax Act 1985; and
- (b) includes, for the purposes of part 9, any interest or penalty payable in respect of, or on account of, the late or non-payment of, GST;

**Hināmoki pā site** means the site described as such in part 10 of the schedule;

**historical claims** has the meaning given to it in clauses 13.4 and 13.5;

**historical CNI forest land claims** means the claims settled under the CNI Settlement Act;

**joint valuation property** has the meaning given to it in part 17 of the schedule;

**jointly vested sites** means the Te Tāpiri pā site, Okārea pā site, Te Rake pā site, and Hināmoki pā site;

**Kana Rangi park site** means the site described as such in part 10 of the schedule;

**Kāramuramu conservation covenant** has the meaning given to it in clause 6.1.11;

**Kāramuramu easement** has the meaning given to it in clause 6.1.13;

**land claims protection legislation** has the meaning given to it in clause 8.2.4;

**land holding agency** means the department specified opposite that property in the first column of the table in part 15 of the schedule;

**LINZ** means Land Information New Zealand;

**local authority** has the meaning given to it in section 5(1) of the Local Government Act 2002;

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**local government** has the meaning given to it in section 5(1) of the Local Government Act 2002;

**mandated signatories** means the persons who have signed this deed on behalf of Ngāti Manawa pursuant to the mandate identified in clause 1.32;

**member of Ngāti Manawa** means an individual referred to in clause 13.1.1;

**memorial** has the meaning given to it in clause 8.2.7(b);

**memorial certificate** has the meaning given to it in clause 8.2.7;

**Minister** means a Minister of the Crown;

**Murupara Police Station site** means the site described as such in part 15 of the schedule;

**new owners** has the meaning given to it in clause 6.19.22;

**new official geographic name** has the meaning given to it in clause 5.37.1(a);

**New Zealand Conservation Authority** has the meaning given to it in section 2(1) of the Conservation Act 1987;

**New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa)** means the board continued under section 7 of the New Zealand Geographic Board (Nga Pou Taunaha o Aotearoa) Act 2008;

**New Zealand Historic Places Trust** means the New Zealand Historic Places Trust (Pouhere Taonga) continued under section 38 of the Historic Places Act 1993;

**Ngāti Manawa** has the meaning given to it in clause 13.1;

**Ngāti Manawa tupuna or ancestor** has the meaning given to it in clause 13.2;

**Ngāti Manawa values** has the meaning given to it in part 1 of the schedule;

**Ngāti Whare deed of settlement** means the deed of settlement dated 8 December 2009 entered into by the Crown and Ngāti Whare;

**Ngāti Whare entity** means the governance entity as defined in the Ngāti Whare deed of settlement;

**non-cultural redress property** means each site described as such in part 10 of the schedule;

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**notice** means a notice in writing given under clauses 12.1 and 12.2 and **notify** has a corresponding meaning;

**official cash rate** has the meaning set out in clause 7.17;

**party** means:

- (a) Ngāti Manawa; and
- (b) the Crown; and
- (c) the governance entity;

**protection principles** has the meaning given to it in part 1 of the schedule;

**protocol** means a protocol issued under part 5 (as that protocol may be amended under clause 5.11.1-5.11.3);

**Rangitaiki River management framework** has the meaning given to it in clause 5.40.2;

**redress** means the following redress to be provided to the governance entity under this deed or the settlement legislation:

- (a) the acknowledgements and the apology given by the Crown under part 3;
- (b) the cultural redress under parts 5 and 6; and
- (c) the financial and commercial redress under part 7;

**regional council** has the meaning given to it in section 5(1) of the Local Government Act 2002;

**Registrar-General** means the Registrar-General of Land appointed under section 4 of the Land Transfer Act 1952;

**relevant consent authority**, in relation to a statutory area, means a consent authority of a region or district that contains, or is adjacent to, that statutory area;

**relevant encumbrance** means, in relation to a cultural redress property or a non-cultural redress property, each encumbrance described in part 10 of the schedule as affecting that property;

**relevant local authorities** in relation to a statutory area, means a local authority of a region, city or district that contains, or is adjacent to, that statutory area;

**13: DEFINITIONS AND INTERPRETATION**

**representative entity for Ngāti Manawa** means:

- (a) the governance entity; and
- (b) a person (including any trustee or trustees) acting for or on behalf of:
  - (i) the collective group, referred to in clause 13.1;
  - (ii) any one or more members of Ngāti Manawa; or
  - (iii) any one or more of the whānau, hapū or groups of individuals referred to in clause 13.1;

**reserve land** has the meaning given to it in clause 6.19.20;

**reserve site** has the meaning given to it in clause 6.19.8;

**resource consent** has the meaning given to it in section 2(1) of the Resource Management Act 1991;

**responsible Minister** means, in relation to:

- (a) the DOC protocol, the Minister of Conservation;
- (b) the fisheries protocol, the Minister of Fisheries;
- (c) the taonga tūturu protocol, the Minister for Arts, Culture and Heritage;
- (d) the Crown minerals protocol, the Minister of Energy and Resources; and
- (e) any protocol, a Minister authorised by the Prime Minister to exercise powers and perform functions and duties in relation that protocol;

**responsible Ministry** means, in relation to:

- (c) the DOC protocol, the Department of Conservation;
- (d) the fisheries protocol, the Ministry of Fisheries;
- (e) the taonga tūturu protocol, the Ministry for Culture and Heritage;
- (f) the Crown minerals protocol, the Ministry of Economic Development; and
- (g) any protocol, a department authorised by the Prime Minister to exercise powers and perform functions and duties in relation to that protocol;

**13: DEFINITIONS AND INTERPRETATION**

**return area** has the meaning given to it in clause 16.7 of the relevant Crown forestry licence;

**return date** has the meaning given to it in clause 16.7.3 of the relevant Crown forestry licence;

**RFR deed** has the meaning given to it in clause 7.3;

**RFR deed over certain quota** means the deed set out in part 9 of the schedule;

**RFR property** has the meaning given to it in part 14 of the schedule;

**RFR property contract** has the meaning given to it in part 14 of the schedule;

**school leases** has the meaning given to it in clause 6.1.31;

**school sites** means the:

- (a) Murupara School site;
- (b) Galatea School site; and
- (c) Te Kura Kaupapa Motuhake o Tāwhiuau site;

**Secretary for the Environment** means the Secretary for the Environment appointed under section 29 of the Environment Act 1986;

**settlement** means the settlement of the historical claims under this deed and the settlement legislation;

**settlement date** means the date that is 20 business days after the date on which the settlement legislation comes into force;

**settlement document** means a document entered into by the Crown to give effect to this deed;

**settlement legislation** means:

- (a) the bill proposed by the Crown for introduction to the House of Representatives referred to in clauses 10.2 and 10.3; and
- (b) if the bill is passed, the resulting Act;

**settlement property** means every cultural redress property and deferred selection property;

**13: DEFINITIONS AND INTERPRETATION**

**settlement transfer** means the transfer of a deferred selection property under part 7 of this deed;

**statement of association** means a statement described in clause 5.20.1(b);

**statutory acknowledgement** means the acknowledgement made by the Crown in the settlement legislation of the statement of association made by Ngāti Manawa in relation to a statutory area on the terms described in clause 5.20.1;

**statutory area** means an area described in part 3 of the schedule;

**statutory plan:**

- (a) means a regional policy statement, a regional coastal plan, a district plan, a regional plan and a proposed plan as defined in section 2(1) of the Resource Management Act 1991; and
- (b) includes a proposed policy statement referred to in the first schedule to the Resource Management Act 1991;

**taonga tūturu:**

- (a) has the meaning given to it in the Protected Objects Act 1975; and
- (b) includes ngā taonga tūturu (which has the meaning given to it in section 2 of that Act);

**taonga tūturu protocol** means the protocol issued by the Minister for Arts, Culture and Heritage under clause 5.7 (as that protocol may be amended under clause 5.11.1-5.11.3);

**taonga tūturu protocol area** means the area which is subject to the taonga tūturu protocol;

**Tāwhiuau** has the meaning given to it in part 3 of the schedule;

**tax** includes income tax, GST and gift duty;

**tax legislation** means legislation that imposes, or provides for the administration of, tax;

**terms of negotiation** has the meaning given to it in clause 1.29.1(a);

**territorial authority** has the meaning given to it in section 5(1) of the Local Government Act 2002;

**Te Runanga o Ngāti Manawa** means the governance entity;

**13: DEFINITIONS AND INTERPRETATION**

**Te Tiriti o Waitangi/Treaty of Waitangi** has the same meaning as the term “Treaty” in section 2 of the Treaty of Waitangi Act 1975;

**transfer value**, in relation to a deferred selection property, means the amount determined under parts 18 and 19 of the schedule;

**vesting date** has the meaning given to it in clause 6.1.50; and

**Waitangi Tribunal** has the meaning given to it in section 4 of the Treaty of Waitangi Act 1975.

**INTERPRETATION**

13.7 In the interpretation of this deed, unless the context otherwise requires:

13.7.1 headings appear as a matter of convenience and do not affect the interpretation of this deed;

13.7.2 defined terms have the meanings given to them by this deed;

13.7.3 where a word or expression is defined in this deed, any other part of speech or grammatical form of that word or expression has a corresponding meaning;

13.7.4 the singular includes the plural and vice versa;

13.7.5 a word importing one gender includes the other gender;

13.7.6 a reference to a clause, part, schedule, or attachment is to a clause, part, schedule, or attachment of or to this deed;

13.7.7 a reference in a schedule to a paragraph means a paragraph in that schedule;

13.7.8 a reference to legislation includes a reference to that legislation as amended, consolidated, or substituted;

13.7.9 a reference to a party in this deed, or in any other document or agreement under this deed, includes that party’s permitted successors;

13.7.10 an agreement on the part of two or more persons binds each of them jointly and severally;

13.7.11 a reference to a document or agreement, including this deed, includes a reference to that document or agreement as amended, novated, or replaced from time to time;

**13: DEFINITIONS AND INTERPRETATION**

- 13.7.12 a reference to a monetary amount is to New Zealand currency;
- 13.7.13 a reference to written or in writing includes all modes of presenting or reproducing words, figures, and symbols in a tangible and permanently visible form;
- 13.7.14 a reference to a person includes a corporation sole and a body of persons, whether corporate or unincorporate;
- 13.7.15 a reference to the Crown endeavouring to do something or to achieve some result means reasonable endeavours to do that thing or achieve that result but, in particular, does not oblige the Crown or the Government of New Zealand to propose for introduction to the House of Representatives any legislation, except if this deed requires the Crown to introduce legislation;
- 13.7.16 if a clause includes a preamble, that preamble is intended to set out the background to, and intention of, the clause, but is not to affect its interpretation;
- 13.7.17 in the event of a conflict between a provision in the main body of this deed (namely, any part of this deed except the schedule or an attachment) and the schedule or an attachment, then the provision in the main body of this deed prevails;
- 13.7.18 a reference to a document as set out in, or on the terms and conditions contained in, the schedule or any attachment includes that document with such amendments as may be agreed in writing between Ngāti Manawa and the Crown;
- 13.7.19 the deed plans referred to in parts 10 and 15 of the schedule (copies of which are included in part 22 of the schedule) are for the purpose of indicating the general locations of the relevant areas and are not intended to establish their precise boundaries;
- 13.7.20 a reference to a date on or by which something must be done includes any other date that may be agreed in writing between Ngāti Manawa and the Crown;
- 13.7.21 where something is required to be done by or on a day which is not a business day, that thing must be done on the next business day after that day;
- 13.7.22 a reference to time is to New Zealand time;
- 13.7.23 reference to a particular Minister includes any Minister who, under the authority of any warrant or with the authority of the Prime Minister, is for the time being responsible for the administration of the relevant legislation or matter; and

**13: DEFINITIONS AND INTERPRETATION**

13.7.24 where the name of a reserve or other place is amended under this deed, either the existing name or new name may be used to mean that same reserve or other place.

NGĀTI MANAWA DEED OF SETTLEMENT

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**SIGNED** as a deed on 12 December 2009

**SIGNED** for and on behalf of **THE SOVEREIGN IN RIGHT OF NEW ZEALAND** by the Minister for Treaty of Waitangi Negotiations and the Minister of Māori Affairs in the presence of:

\_\_\_\_\_  
Honourable Christopher Finlayson

\_\_\_\_\_  
Honourable Dr Pita R Sharples

WITNESS

\_\_\_\_\_

Name:

Occupation:

Address:

**SIGNED** for and on behalf of **THE SOVEREIGN IN RIGHT OF NEW ZEALAND** by the Minister of Finance only in relation to the indemnities given in part 9 of this deed in the presence of:

\_\_\_\_\_  
Honourable Simon William English

WITNESS

\_\_\_\_\_

Name:

Occupation:

Address:

**NGĀTI MANAWA DEED OF SETTLEMENT**

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**SIGNED** by the trustees of Te Runanga o Ngāti Manawa for and on behalf of Te Runanga o Ngāti Manawa, and for and on behalf of **NGĀTI MANAWA** in the presence of:

\_\_\_\_\_  
William Bird (Chairman) Trustee

\_\_\_\_\_  
Robert Jenner – Trustee

\_\_\_\_\_  
Patrick McManus – Trustee

\_\_\_\_\_  
Maurice ToeToe – Trustee

\_\_\_\_\_  
Louis McManus – Trustee

\_\_\_\_\_  
Pouwhare Rewi – Trustee

\_\_\_\_\_  
Ema Kalman – Trustee

\_\_\_\_\_  
Hiraani Stafford – Trustee

\_\_\_\_\_  
Henry Nuku – Trustee

**13: DEFINITIONS AND INTERPRETATION**

WITNESS

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Name:

Occupation:

Address:

**Other witnesses / people of Ngāti Manawa signed below to indicate their support for the settlement.**



