NGĀI TE RANGI

and

NGĀ PŌTIKI

and

NGĀI TE RANGI SETTLEMENT TRUST

and

NGĀ PŌTIKI A TAMAPAHORE TRUST

and

THE CROWN

DEED OF SETTLEMENT OF HISTORICAL CLAIMS

[DATE]

MAI MAI AROHA TO BE INSERTED

PURPOSE OF THIS DEED

This deed:

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

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DEED OF SETTLEMENT

THIS DEED is made between

NGĀI TE RANGI

and

NGĀ PŌTIKI

and

Ngāi Te Rangi Settlement Trust

and

Ngā Pōtiki a Tamapahore Trust

and

THE CROWN

1 BACKGROUND

NEGOTIATIONS

1.1 In 2008, Te Rūnanga o Ngāi Te Rangi Iwi Trust sought and obtained a mandate to represent the Ngāi Te Rangi hapū and claimants. Te Rūnanga o Ngāi Te Rangi Iwi Trust did not obtain a mandate from Ngā Pōtiki.

1.2 In October 2008, the Crown confirmed the mandate of Te Rūnanga o Ngāi Te Rangi Iwi Trust to negotiate a settlement of all the historical Treaty of Waitangi claims of Ngāi Te Rangi. This was on the condition that Ngā Pōtiki be given the opportunity to participate in negotiations.

1.3 In February 2009, Te Rūnanga o Ngāi Te Rangi Iwi Trust and the mandating hapū established Te Hononga o Ngā Hapū o Ngāi Te Rangi Iwi ("Te Hononga") to provide the Ngāi Te Rangi hapū with direct input into the negotiation of their historical claims. Te Hononga comprised representatives appointed by the following hapū: Ngāti He, Ngāi Tukairangi, Ngāti Kuku, Ngāti Tapu, Ngāi Tuwhiwhia, Ngāti Tauaiti, Ngāi Tamawhariua, Te Whanau a Tauwhao and Te Ngare. Membership of Te Hononga was made available to Ngā Pōtiki.

1.4 In July 2010, Te Rūnanga o Ngāi Te Rangi Iwi Trust and the Crown entered into terms of negotiation which set out the scope, objectives and general procedures for negotiations.

1.5 In 2010, the Ngā Pōtiki a Tamapahore Trust obtained a mandate from Ngā Pōtiki to negotiate a settlement of their historical claims.

1.6 On 15 December 2010, the Crown provided Te Rūnanga o Ngāi Te Rangi Iwi Trust with a letter setting out the Crown's negotiating parameters and making a quantum offer.

1.7 On 23 December 2010, Te Rūnanga o Ngāi Te Rangi Iwi Trust responded to the scope and general content of the letter received from the Crown on 15 December 2010 including the initial quantum offer. Te Rūnanga o Ngāi Te Rangi Iwi Trust considered that the initial quantum offer was not a fair reflection of the nature and extent of their grievances and therefore sought to continue negotiations on the quantum offer.

1.8 In April 2011, Te Rūnanga o Ngāi Te Rangi Iwi Trust and the Ngā Pōtiki a Tamapahore Trust, with the endorsement of Te Hononga, agreed a negotiations and settlement framework enabling both parties to move forward in negotiations with the Crown.

1.9 Through the negotiations and settlement framework, Te Rūnanga o Ngāi Te Rangi Iwi Trust and the Ngā Pōtiki a Tamapahore Trust agreed:

1.9.1 there will be one Ngāi Te Rangi settlement which will include Ngā Pōtiki;

1.9.2 there will be a single negotiations table for both Ngāi Te Rangi and Ngā Pōtiki;

1.9.3 Ngā Pōtiki shall appoint a negotiator and alternate to represent Ngā Pōtiki;

1.9.4 Te Rūnanga o Ngāi Te Rangi Iwi Trust's negotiators will negotiate generic matters and the specific and exclusive matters for the hapū that had mandated Te Rūnanga o Ngāi Te Rangi Iwi Trust;

1.9.5 the Ngā Pōtiki negotiator will negotiate Ngā Pōtiki specific and exclusive matters;

1.9.6 important decisions will be made by a consensus between the mandated representatives of Ngāi Te Rangi and Ngā Pōtiki (for example, confirmed offer, draft deed of settlement);

1.9.7 Te Rūnanga o Ngāi Te Rangi Iwi Trust will support Ngā Pōtiki funding applications to the Office of Treaty Settlements and Crown Forestry Rental Trust;

1.9.8 Te Rūnanga o Ngāi Te Rangi Iwi Trust support the Crown recognition of the Ngā Pōtiki mandate; and

1.9.9 Ngā Pōtiki will confirm that the condition attached to the mandate of Te Rūnanga o Ngāi Te Rangi Iwi Trust is satisfied.

1.10 In May 2011, the Crown confirmed the mandate of the Ngā Pōtiki a Tamapahore Trust to represent the Ngā Pōtiki claimant community in negotiations for the settlement of their historical Treaty of Waitangi claims as part of the negotiations framework agreed with Te Rūnanga o Ngāi Te Rangi Iwi Trust.

1.11 In April 2012, the Ngā Pōtiki a Tamapahore Trust (as mandated entity) and the Crown entered into Terms of Negotiation which set out the scope, objectives and general procedures for negotiations.

1.12 The Te Rūnanga o Ngāi Te Rangi Iwi Trust, the Ngā Pōtiki a Tamapahore Trust, as mandated entities, and the Crown:

1.12.1 by agreement dated 28 June 2013, agreed, in principle, that Ngāi Te Rangi, Ngā Pōtiki and the Crown were willing to enter into a deed of settlement on the basis set out in the agreement; and

1.12.2 since the agreement in principle, have:

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

(b) negotiated and initialled a deed of settlement.

1.13 Ngāi Te Rangi has established the Ngāi Te Rangi Settlement Trust to be its post settlement governance entity.

1.14 Ngā Pōtiki has established the Ngā Pōtiki a Tamapahore Trust to be its post settlement governance entity.

RATIFICATION AND APPROVALS

1.15 Since the initialling of the deed of settlement:

1.15.1 [***percentage***]% of Ngāi Te Rangi and Ngā Pōtiki ratified this deed and approved its signing on their behalf by the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity;

1.15.2 [***percentage***]% of Ngāi Te Rangi approved the Ngāi Te Rangi governance entity receiving the redress; and

1.15.3 [***percentage***]% of Ngā Pōtiki approved the Ngā Pōtiki governance entity receiving the redress.

1.16 Each majority referred to in clause 1.15 is of valid votes cast in a ballot by eligible members of Ngāi Te Rangi and eligible members of Ngā Pōtiki.

1.17 The Ngāi Te Rangi governance entity approved entering into, and complying with, this deed by [***process (resolution of trustees etc)***] on [***date***].

1.18 The Ngā Pōtiki governance entity approved entering into, and complying with, this deed by [***process (resolution of trustees etc)***] on [***date***].

1.19 The Crown is satisfied:

1.19.1 with the ratification and approvals of Ngāi Te Rangi and Ngā Pōtiki referred to in clause 1.15; and

1.19.2 with the approval of the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity, referred to in clauses 1.17 and 1.18; and

1.19.3 the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity are appropriate to receive the redress.

AGREEMENT

1.20 Therefore, the parties:

1.20.1 in a spirit of co-operation and compromise wish to enter, in good faith, into this deed settling the historical claims; and

1.20.2 agree and acknowledge as provided in this deed.

2 HISTORICAL ACCOUNT

2.1. The Crown's acknowledgement and apology to Ngāi Te Rangi and Ngā Pōtiki in part 3 are based on this historical account.

NGĀI TE RANGI HISTORICAL ACCOUNT

Church Missionary Society acquisition of Te Papa

2.2. In 1835 the Church Missionary Society (CMS) established a mission station at Otamataha on the Te Papa Peninsula. This was a significant wāhi tapu area for Ngāi Te Rangi. It had been a large settlement in the 1820s, most closely associated with the Te Materawaho hapū, whose descendants are Ngāti Tapu and Ngāi Tukairangi hapū of Ngāi Te Rangi. In 1828 the pā was attacked and almost all the inhabitants killed, after which it became extremely tapu, and was not permanently inhabited by Ngāi Te Rangi although they did maintain their connection with the lands.

2.3. In 1838 and 1839 the CMS acquired the Te Papa Peninsula from local rangatira. For the Ngāi Te Rangi hapū, the tapu nature of the site may have been a factor in allowing the Church to use the land. Though the purchase of 1,000 acres was more than what was required for the mission station, the CMS sought to ensure the land was not subject to undesirable colonisation. The CMS's two purchase deeds included 47 Māori signatures or tohu. Of those who can be identified today the majority were members of Te Materawaho. Soon after the purchase there were complaints from other individuals and hapū that they had not received a share of the purchase money, including from Ngāti He of Ngāi Te Rangi, who planted potatoes on their land at Taiparirua and threatened to shoot mission cows. The CMS made further payments to satisfy some of these claims.

Ngāi Te Rangi and the Crown before 1864

2.4. On 30 January 1840, Lieutenant Governor Hobson issued a proclamation forbidding future land sales except to the Crown. At Waitangi, Hobson said that all lands unjustly held would be returned to Māori and that all claims to lands after the date of the proclamation would not be held to be lawful. Subsequently, land commissioners were appointed to investigate the validity of land transactions made before 15 January 1840.

2.5. In April 1840, twenty Ngāi Te Rangi chiefs from Tauranga, including Nuka Taipari and Te Whanake, signed Te Tiriti o Waitangi. However, prominent Ngāi Te Rangi leader Hori Tupaea and others refused to sign. Prior to the 1860s the Crown had a limited presence in the Tauranga district, and Ngāi Te Rangi continued to operate under their traditional tikanga and authority.

2.6. In July 1844, the Old Land Claims Commission investigated the Church Missionary Society claim to the Te Papa block. The Commission rejected opposition from those Māori who argued they had not received payment, and recommended that Crown grants be issued to the CMS for the entire area included in the two deeds. The Crown accepted this recommendation and issued Crown grants to the CMS. In 1851 the land granted was surveyed and found to contain 1,333 acres. Ngāi Te Rangi consider that the CMS acquisitions of the Te Papa lands were customary land transactions rather than full and final sales and therefore the Crown was wrong to grant the land. The CMS considered that it held this land in trust for the benefit of Ngāi Te Rangi and other Tauranga Māori, for use as an industrial school and for training Māori in agriculture.

2.7. During the 1840s and 1850s Ngāi Te Rangi took advantage of new trade and agricultural opportunities. By the late 1850s, they owned 'numerous coasting vessels' and supplied Auckland with wheat, potatoes, corn and onions among other produce.

The war in Tauranga Moana

2.8. In 1858 the King movement or Kīngitanga was founded to create a Māori political authority that could engage with the Crown and respond to the growing tension caused by land sales. The Kīngitanga required a chief with considerable mana to be King, and the position was offered to Ngāi Te Rangi chief Hori Tupaea who declined it. The Ngāi Te Rangi spokesman in the movement was Hori Taiaho Ngatai. Ngāi Te Rangi allegiance to the Kīngitanga was partly due to the support they had received from Waikato during earlier inter-iwi conflict in Tauranga, and was also the result of a growing awareness of the impact of land sales on tribal autonomy. Many Ngāi Te Rangi hapū and individuals supported the Kīngitanga, while some hapū and individuals took a neutral stance.

2.9. In 1863, during the early stages of the Waikato war, Ngāi Te Rangi support for the Kīngitanga involved supplying food, weapons, ammunition and men to their Waikato allies. In August 1863, Ngatai led a group of Ngāi Te Rangi and others to fight for the Kīngitanga in the Hunua and Wairoa Ranges. Members of Ngāi Te Rangi were also involved in the defence of Meremere later in the year. At the beginning of 1864 it was reported that out of those Tauranga Māori who had gone to the Waikato to join the fighting, approximately 105 men were from Ngāi Te Rangi settlements.

2.10. In January 1864 the Crown decided to send troops to Tauranga to disrupt the movement of Māori and supplies to the Waikato, among other reasons. On 21 January six hundred British troops landed at Te Papa, and more followed over the subsequent months. When Ngāi Te Rangi warriors in the Waikato heard of this development, they quickly returned to protect their territory and whānau. Ngāi Te Rangi chief Rawiri Puhirake of the Ngāi Tukairangi hapū had refused to become involved in the Waikato conflicts to avoid bloodshed in Tauranga, but reconsidered his position when Te Papa was occupied. He became the leader of Māori forces in Tauranga opposed to the Crown.

2.11. Fearing an imminent attack, Puhirake and Ngāi Te Rangi issued a series of challenges to the Crown to provoke it into fighting at specific locations. Henare Taratoa of Ngāi Te Rangi and others drew up rules of engagement which were sent to Colonel Henry Greer. The rules stated that captured soldiers who surrendered their weapons would not be killed, and that unarmed Pākehā, women and children would not be harmed.

2.12. In April 1864 Puhirake oversaw the construction of a pā at Pukehinahina also known as Gate Pā. The Crown wanted to achieve a decisive victory and increased its forces in Tauranga to 1,700 troops. On 29 April the Crown attacked Pukehinahina after a heavy bombardment. However, the fortifications, trenches, and rifle pits at Pukehinahina were designed to withstand a bombardment, and protected approximately 200 Māori who were hidden within. Crown troops did not expect serious opposition when they stormed the pā, but were caught in heavy crossfire from the Māori defenders and defeated. It is estimated that 31 Crown soldiers were killed while 25 Māori defenders died, including Ngāi Te Rangi chaplain Ihaka and tohunga Te Wano. The battle was widely seen as a serious defeat for the Crown.

2.13. The rules of engagement set down by Tauranga Māori prior to the battle appear to have been followed. Hori Ngatai recalled that the Māori victors neither harmed the

wounded nor interfered with the dead. Heni Te Kirikaramu gave water to wounded troops.

2.14. Rawiri Puhirake and his forces then withdrew from Pukehinahina and began building a fortified pā at Te Ranga. Although the Crown had already taken steps to secure peace in Tauranga, on 21 June 1864 Crown troops came across Te Ranga before its defences had been completed. There were approximately 500 Māori at Te Ranga made up of members of various iwi from the Tauranga district and elsewhere. The fortifications were not complete, but Puhirake chose to stay and fight after Crown forces opened fire, thinking that further Māori were to arrive for support. Six hundred Crown troops successfully charged and the Māori force was overcome. Rawiri Puhirake and Henare Taratoa were among those killed during the battle. Estimates of the number of Māori killed at Te Ranga vary from 68 to 120, and nine Crown soldiers were killed.

2.15. After the battles at Pukehinahina and Te Ranga both sides made efforts to restore peace to Tauranga Moana. Governor Grey promised that any Tauranga Māori who surrendered would receive 'generous treatment', and continued with attempts to negotiate a peace agreement through his officials in Tauranga. Some Ngāi Te Rangi surrendered in mid July 1864. On 24 and 25 July, 157 Māori, including 98 members of Ngāi Te Rangi hapū, handed over weapons to Crown officials at Te Papa. They also signed an oath of allegiance to the Crown which said in the English translation that the disposal of land would be left to the Governor. The absence of a Te Reo Māori version of the oath means the exact nature of what Hori Ngatai and other Ngāi Te Rangi agreed to cannot be confirmed.

The confiscation of the Tauranga District

2.16. The New Zealand Settlements Act 1863 provided the legal framework for the confiscation of Māori land at Tauranga. This Act sought to take punitive action against any Māori who had taken up arms or supported those involved in armed resistance against the Crown. The Governor in Council was able to proclaim confiscation districts and the land in these districts could be used for settlements for colonisation. The Act allowed for the return of land to Māori considered not to have been in rebellion. The Crown's confiscation policy, as implemented in Tauranga Moana and elsewhere, was also driven by a determination to make those the Crown considered rebels pay for the war by taking their lands and selling them to military and other settlers. Military settlers were in turn expected to help maintain security.

2.17. Governor Grey formalised arrangements for confiscation at the 'Pacification Hui' on 5 and 6 August 1864. There is no record of the Māori korero at the hui. According to the official account of proceedings, Ngāi Te Rangi chiefs Te Harawira and Enoka said that they gave up the mana of the land to the Governor. In reply, Grey said that because of their 'absolute and unconditional submission' Tauranga Māori would be 'generously dealt with'. The Governor told the assembled Māori that:

2.17.1. settlements would be allocated to them at once, and Crown grants provided for the land concerned;

2.17.2. no more than one-quarter of 'the whole lands' would be taken;

2.17.3. assistance would be given to help them establish themselves in their new settlements; and

2.17.4. the rights of Māori who had not taken up arms against the Crown would be 'scrupulously respected' in any arrangements which affected their lands.

2.18. There was confusion as to whether Governor Grey intended that the one-quarter of land to be taken was land belonging to all Ngāi Te Rangi, or only land belonging to those who had taken up arms against the Crown. In addition, neither the Governor nor the Crown officials present specified where the one-quarter of land to be taken was to be located. Those Māori present at the pacification hui left it to the Governor to decide. For Ngāi Te Rangi, the pacification hui represented an agreement with the Governor whereby peace was established and he was entrusted to make decisions about the land consistent with his undertakings to them.

2.19. The confiscation arrangements made by Governor Grey were put into effect on 18 May 1865 by an Order in Council declaring 214,000 acres of land at Tauranga subject to the New Zealand Settlements Act 1863. The Order also specified that three-quarters of the land would be returned to 'Ngaiterangi'. Doubts were later raised by the Chief Judge of the Native Land Court over whether the Order had, as intended, extinguished Māori customary title in the entire district. The Tauranga District Lands Act 1867 retrospectively validated the Order in Council and declared that the whole district was 'set apart reserved and taken under the New Zealand Settlements Act 1863'. The Tauranga District Lands Act 1868 corrected errors in the boundaries and in doing so extended the confiscation district inland, increasing the total area from 214,000 to 290,000 acres.

2.20. In February 1866, Enoka Te Whanake of Ngāi Te Rangi objected to the Crown proposing to take up to a quarter of Ngāi Te Rangi lands, and not just a quarter of the lands of those who fought against the Crown.

> *The Governor replied: Give me the land; by and by I will give you every third acre, and keep the fourth acre. The fourth acre was taken for the sin (hara) I had committed, my land only was taken because I had sinned: it was not taken from the men who did not fight. The Governor said, let there be one piece (i.e. of land). I objected, and said it would not be just that another should suffer for me: let me pay with my property at Katikati and Wairake. Also, those who own the forest land, let them do likewise.*

2.21. Enoka and others repeated these protests at a hui in March 1866. In response Governor Grey threatened military action to enforce the Crown's wishes if they did not agree. Enoka and others then consented to the Governor's proposal. The Crown confiscated a 50,000 acre block it selected between the Waimapu and Wairoa rivers, which extended it west of the Wairoa river. The block taken by the Crown included key Ngāi Te Rangi settlements on the Te Papa and Otumoetai peninsulas, and extended into the ranges where Ngāi Te Rangi hapū had settlements and resource-gathering sites.

2.22. After the war, many Tauranga Māori were dispirited and, disillusioned with missionary religion, converted to the Pai Mārire faith. Pai Mārire was founded by Te Ua Haumene in 1862. Based on the Christian Bible, it promised the achievement of Māori autonomy. The Ngāi Te Rangi chief Hori Tupaea became associated with Pai Mārire activities in the Bay of Plenty district. In 1865 reports emerged that Tupaea and other Pai Mārire were attempting to establish an aukati in the district. Tupaea was apprehended and taken to Auckland, where he was detained without being charged with any offence. Tupaea was then required to declare his allegiance to the Crown, and was released on parole, on condition he would assist the Governor to restore peace, abide by the peace

agreements made, and live at a place of the Governor's choosing. He was never prosecuted for any crime and lived out most of the rest of his life on Rangiwaea Island.

Crown acquisition of Te Puna-Katikati and Te Papa

> *"a forced acquisition of Native lands under the colour of a voluntary sale"*
> Native Minister William Fox to Governor Grey, September 1864

2.23. During August 1864, the Crown arranged to purchase over 90,000 acres of land in what became the confiscation district in 1865. This area, north of the Te Puna River, represented a large proportion of the land which was to be returned to Tauranga Māori after 50,000 acres were taken by the Crown, and has become known as the Te Puna-Katikati block. The purchase included land occupied by Ngāi Te Rangi hapū including Te Whānau a Tauwhao, Ngāi Tukairangi, Ngāi Tamawhariua, Te Ngare, Ngāti Tauaiti and Ngāi Tuwhiwhia.

2.24. The Crown paid a £1,000 deposit to nine of eighteen chiefs who travelled to Auckland with the Governor after the 'Pacification Hui' and while the details of the confiscation were being arranged. Leading rangatira of Ngāi Te Rangi who lived in the Te Puna-Katikati area, such as Enoka Te Whanake, Te Moananui Maraki and Hori Tupaea, were not consulted.

2.25. In February 1866 Enoka Te Whanake protested to the Minister of Colonial Defence that the sale had been the work of the men who went to Auckland, and that people living peaceably at Te Puna-Katikati would object to the sale. The Crown still had approximately 200 military settlers stationed in the Tauranga district. During June and July 1866 Crown officials held a hui at Tauranga to inquire into the claims of those not involved in the first transaction and to arrange payment and reserves for land the Crown presented to Māori as already having been purchased. In October 1866 the Crown and 24 Ngāi Te Rangi chiefs signed a deed which provided for the Crown to pay Ngāi Te Rangi a further £6,000 for their rights in Te Puna, and £700 for their rights in Katikati. The deed listed approximately 6,000 acres of reserves for Ngāi Te Rangi.

2.26. By June 1864, the Crown had selected land at Te Papa for a military township. The Church Missionary Society opposed this, saying that Māori had given the land to the Church to hold for the benefit of Māori. The Te Papa Peninsula was within the boundaries of the confiscation district, but the Crown came to accept that CMS land was not included in the terms of the 1865 proclamation. In 1867, faced with the possibility of having the whole block taken, the CMS negotiated an arrangement with the Crown whereby the Society handed over four-fifths of the land without payment. When acquiring the land the Crown made no provision to recognise what the CMS described as the 'solemn Trust' under which it held the land for the benefit of Ngāi Te Rangi and other Tauranga Māori. Today the Te Papa purchase area includes the Tauranga central business district.

2.27. Some Māori continued to resist the proposed boundaries of the 50,000 acre confiscated block and tried to prevent its survey and that of the Te Puna-Katikati block by force. The Crown refused to back down, and this led to further armed conflict in the Tauranga district in early 1867. The Crown attacked settlements across the Wairoa River, with the aim of capturing Māori who had been interfering with the surveys. The Crown assisted by Māori from another iwi then destroyed inland settlements and cultivation lands, including Maenene where Ngāti Tapu held interests.

The allocation of reserves and return of lands

2.28. The effect of the 1865 proclamation and the subsequent validating legislation was to change 290,000 acres from Māori customary land to Crown land. Following the confiscation, the Crown established processes for the allocation of reserves and return of land according to Grey's undertakings. The Crown granted the land it reserved and returned to individuals rather than hapū.

2.29. In 1865 the Crown began allocating reserves in Te Puna-Katikati and the confiscated block. These awards, like the 1865 confiscation proclamation itself, were later validated by the Tauranga District Lands Act 1867.

2.30. The reserves awarded to Ngāi Te Rangi in the 50,000 acre and Te Puna-Katikati blocks were largely awarded to one, two, or at the most three named individuals. This included reserves set aside for specific Ngāi Te Rangi hapū. Most awards were granted to the named individuals without any trust obligation to a wider whānau or hapū group, and no alienation restrictions on the title.

2.31. The New Zealand Settlements Act 1863 provided for a Compensation Court to award compensation to 'loyal' Māori with interests in land in confiscation districts. Compensation Courts arranged the return of much land in other confiscation districts to individual Māori. However the Compensation Court was never established in Tauranga.

2.32. From 1867 the Crown began appointing Commissioners to decide which individual Tauranga Māori it should return land to. The Commission process was drawn out, and it took 18 years for the ownership of some areas to be settled. The Commissioners were not required to keep records of their work and there was no right of appeal against decisions. The Commissioners continued to work in other government roles while they served as commissioners. For example, some served as Resident Magistrate and land purchase officer.

Post-Raupatu land alienation

2.33. After the Crown confiscated the 50,000 acre block and purchased Te Puna-Katikati, Ngāi Te Rangi were left with reserves around the inner harbour, land to the east of the confiscated block, and Matakana Island and other offshore islands. Between 1866 and the early 1870s most reserves in the confiscated block and the Te Puna-Katikati block that had been granted to one or two individual owners were sold to private buyers. These included three Ngāi Tamawhariua hapū reserves at Rereatukahia, the sale of which later drew protests from other Ngāi Tamawhariua who argued that the land had been awarded for the hapū. In some cases arrangements to sell the land were made before the reserves were awarded and granted to the Ngāi Te Rangi rangatira.

2.34. Reserves for Ngāi Te Rangi hapū and individuals at Otumoetai were leased or sold in the 1860s. Ngāi Te Rangi recall that by the late 1860s numerous Ngāi Te Rangi kainga at Otumoetai had been abandoned, and Te Whānau a Tauwhao had relocated to Rangiwaea, while Ngāi Tukairangi, Ngāti Makamaka, Te Materawaho, and Ngāti Tapu shifted to Whareroa and Matapihi.

2.35. Most of the titles for land returned to Ngāi Te Rangi, outside of the reserves in the 50,000 acre and Te Puna-Katikati blocks, were not confirmed by the Tauranga commissioners until the early and mid-1880s. The Crown sometimes included restrictions on the alienation of lands returned to Māori. However, in other cases, by the time ownership was decided or Crown grants issued some individuals had already entered into arrangements to sell and had received payments for their land. The

Commissioners awarded titles in a way which frequently allowed transactions to be completed.

2.36. In 1867 a Crown official drew a map which showed Matakana and Rangiwaea as being reserved for Māori. In 1868 and 1869 private parties purchased around 16,000 acres on Matakana Island. The deeds were signed before the Tauranga Commissioner had completed the investigation of the ownership of Matakana. In 1874 the Crown purchased the private interests in about 8,000 acres, and these were later revested in Māori. However in 1877 the Commissioner awarded the remaining 8,000 acres without any restrictions on alienation to individual Māori who had already agreed to sell. In 1878 the Crown included this land in a certificate of title awarded to a private party.

2.37. In 1867 the Native Land Court awarded title to Motiti Island in two blocks. The larger southern block was awarded to Hori Tupaea as trustee for Te Whānau a Tauwhao. Tupaea leased the block to a private party, who started making payments to purchase the block. However, the Native Minister did not allow the private purchaser to gain the freehold at that time because blocks held in trust for hapū could not be sold. In 1884, after Tupaea died, the Native Land Court appointed successors after a hearing contested by different sections of Te Whānau a Tauwhao. The court subdivided the land into two blocks, and the larger 890-acre block, Motiti B, was awarded without alienation restrictions.

2.38. By late 1880 the Crown had decided to open negotiations to purchase Mauao and neighbouring Ngāi Te Rangi blocks for quarrying and other purposes. Mauao is one of the most significant sites for Ngāi Te Rangi. It was a strategic pā for defence purposes and access to fishing and other kaimoana, as well as being a wāhi tapu and urupā, and taonga of Ngāi Te Rangi. The Crown wanted to purchase the maunga for marine, defence, and recreation purposes.

2.39. In 1880 the Crown advised private interests that negotiating for land at Mauao would be futile, and proclaimed that any titles awarded to Māori for this land would be inalienable except to the Crown. In December 1880, a Crown land purchase officer reported the majority of owners were unwilling to sell. In 1881 this land purchase officer was re-appointed as a Commissioner. Between 1881 and 1883 he awarded Crown grants for differing parts of the maunga to individuals of the Ngāti Kuku, Ngāi Tukairangi and Ngāi Tuwhiwhia hapū of Ngāi Te Rangi.

2.40. In 1886 the Commissioner reported that, although the sale of Mauao had been opposed by chiefs from the land-owning hapū, he had recommended that shares be bought as each owner became individually willing to sell. The Crown adopted this approach and by October 1886 it had acquired all the interests in 13 blocks in the Mount Maunganui area, and more than 85 percent of the shares in the remaining seven. The non sellers were the rangatira Hori Ngatai, his sister, Hiria Enoka, and their hapū, Ngāti Kuku, with two or three exceptions.

2.41. In November 1886, Ngatai asked the Crown for seed because his crops had been destroyed in a flood. The Native Minister John Ballance declined to help, saying that no funds were available for this purpose, and suggested that Ngatai sell his surplus land interests at ‘Mount Maunganui’ to raise money for seed. He did not do so at this time. In January 1887 Ngatai exchanged his interests in the Mauao block for Crown-granted land in a block nearby.

2.42. By 1899 the Crown had acquired approximately 1,480 acres of Ngāi Te Rangi land in the Mount Maunganui area, including Mauao, parts of other blocks along the peninsula,

the islands of Moturiki and Motuotau, and most of Karewa Island, where Hori Ngatai was refusing to sell his share.

2.43. From the mid-1880s the Crown also sought to purchase the large Papamoa and Otawa 1 blocks which had been awarded to Ngā Potiki and Ngāti He. In February 1885 Native Minister John Ballance assured Tauranga settlers that he would support large-scale Crown purchasing of Māori land in the eastern part of the district for settlement. At first the Crown made few inroads into the Papamoa and Otawa 1 blocks. However, in 1886 the Commissioner reported that owing to a drought Tauranga Māori would not have nearly enough produce for their own support. The result, he understood, would be that they would have to depend more on gum-digging, and some would probably wish to sell land to enable them to tide over the winter season. In 1887 the Crown began to acquire interests in Otawa 1 which were offered because of a want of food. In 1891 another Crown agent was confident that individual owners dependent on seasonal work and gum-digging would sell once they had spent their earnings. Between 1886 and 1893 the Crown purchased the interests of individual owners in Otawa 1.

Compulsory acquisition of Ngāi Te Rangi land for public purposes

2.44. Ngāi Te Rangi lost significant areas of their remaining lands through public works takings. As Tauranga City grew during the twentieth century, important infrastructure projects underpinning the economic development of the city and the district were constructed on land compulsorily acquired from Ngāi Te Rangi. Ngāi Te Rangi consider that the use of the Public Works Act had the same result as confiscation.

2.45. More than 4,100 acres of Ngāi Te Rangi land were taken for the following public works purposes:

Purpose	Area (acres)
East Coast Main Trunk Railway	214
Tauranga Te Maunga Motorway	124
Water Works Purposes	2,255
Harbour Works (Matakana)	428
Otawa Scenic Reserve	465
Airport and Port Development	294
Electrical Substation	103
Wildlife Sanctuary (Karewa)	5
Mangatawa Quarry	20
Papamoa Rifle Range	140
Rubbish Disposal	97
Telecommunications Tower	6
Electricity Works	24
Total	4,175

In addition to these takings, Ngāi Te Rangi land has also been used for roading, schools and sewage line easements.

2.46. The Public Works Act 1928, as with earlier public works legislation, had different provisions regarding notification and compensation for the taking of Māori land as opposed to general land. For the large proportion of Māori freehold land that was not registered under the Land Transfer Act, public works takings could be made by proclamation without prior notification. Until the 1930s the Crown seldom undertook formal negotiations with Tauranga Māori over public works takings.

2.47. Until 1962 compensation for general land taken for public works under the 1928 Act was assessed by the Compensation Court, while compensation for Māori land was assessed by the Native/Māori Land Court. Between 1887 and 1962 it was the responsibility of the taking authority to apply for compensation to be paid to Māori owners. Between 1962 and 1974 the Māori Trustee was appointed statutory negotiator for Māori land with multiple owners, which removed Ngāi Te Rangi landowners from participating in the negotiation process.

2.48. Compensation payments from the Crown could not be considered until a public works taking had been gazetted. In some cases public works takings were not gazetted for many years, delaying compensation payments. For instance, work commenced on the Tauranga-Te Maunga motorway several years before the taking was gazetted, preventing any compensation hearing. In addition there could be delays in ascertaining compensation once an application was made. In 1966, when the Māori Land Court awarded compensation for Ngāi Te Rangi land taken at Matapihi for the motorway, the judge noted that the four-year delay was mainly due to the 'inaction' of the Ministry of Works.

2.49. Negotiations between the Māori Trustee and the Crown over valuations could become protracted and result in significant delays in compensation being paid. For some Maungatapu and Matapihi land taken for the motorway it took several years to agree final compensation payments. When compensation was paid, it was sometimes not what the former owners considered the land to be worth, and did not value specifically Māori interests, such as access to traditional food resources. In 1915 the Ngāi Te Rangi owners of land taken for the East Coast Main Trunk Railway sought compensation of £20 to £25 per acre. The Native Land Court however awarded compensation in line with the Crown's valuation of 10 to 15 shillings per acre.

Karewa

2.50. In 1884 the Tauranga Lands Commission granted title to Karewa Island to members of five Ngāi Te Rangi hapū. The Crown immediately began purchasing individual interests in Karewa, primarily to protect tuatara. Because many owners refused to sell, in 1917 the Crown acquired those parts of Karewa Island that it did not already own through a proclamation under the Animals Protection Act 1914 and the Public Works Act 1908. Compensation was paid to the owners. In 1972 the whole island was declared a wildlife sanctuary under the Land Act 1948. Karewa is now administered by the Department of Conservation.

Whareroa

2.51. In 1948 the Ngāi Tukairangi hapū of Ngāi Te Rangi proposed vesting 242 acres at Whareroa in the Waiariki District Māori Land Board so they could subdivide this land to increase its value, and then sell it to raise capital to develop housing at Matapihi. The Minister of Māori Affairs was legally required to consent to these steps.

2.52. The Crown was then considering building a port at Mount Maunganui, and the Land and Counties Act 1946 provided that the Minister could decline to approve any subdivision if it would interfere with plans by the Crown or local authorities to carry out public works or development. The Minister delayed giving consent to the vesting, subdivision and sale while plans for the port were considered, but assured Māori that if any Whareroa land was taken for public works the Crown would pay them the prices they would receive for selling the subdivided land to the public.

2.53. In 1951, the Crown decided to locate the port at Mount Maunganui, and in 1952, it compulsorily acquired 91 acres at Whareroa for 'better utilisation' purposes. The Crown and Ngāi Te Rangi disagreed about the basis on which the Crown should pay compensation. The Māori Trustee took legal proceedings on behalf of Ngāi Te Rangi to require the Crown to pay them for the value the land would have had if it had already been subdivided. However, in 1958 the Privy Council upheld the Crown's argument that it should pay compensation only on the land's potential to be subdivided. In 1959 the Māori Land Court assessed compensation which equated to £394 per acre. That year the Crown sold some Whareroa land on which very little development had occurred for £2,500 per acre. Ngāi Te Rangi appealed the compensation awarded by the Māori Land Court and in 1961 the Māori Appellate Court awarded £43,582 including interest.

Tauranga-Mount Maunganui Power Transmission Line

2.54. In June 1954, the Crown selected a route for the Tauranga-Mount Maunganui power transmission line which crossed Ngāi Tukairangi land at Matapihi. The Crown was required to advise affected landowners of their right to apply for compensation for adverse effects to the land resulting from the construction of the line. However, the Crown did not send notices to all of the owners, most of whom did not live on the land. This may have been the reason why the owners of a number of blocks, including Ngāi Tukairangi and Ngāti He owners, did not apply for compensation within the specified timeframe.

Kaitimako B and C

2.55. In November 1967 the Crown proclaimed the taking of the Kaitimako B and C block, owned by Ngāti He, for the Hairini power substation. The Crown required only 43 acres of the block for the substation but acquired all 103 acres in the block to avoid leaving the owners with an uneconomic farming unit. The Public Works Act 1928 exempted land taken for hydropower from the usual notification and lodging of objection processes, and provided that notification of the owners was only required after land had already been proclaimed. In February 1968, the Ngāti He owners were notified by the Māori Trustee of the taking, but had no opportunity to negotiate the amount that would be compulsorily acquired. Some of the owners of Kaitimako B and C lost the final remnant of their lands through this taking. The Crown compensated them for the land's financial value alone.

2.56. The acquisition of land for public works and the construction of infrastructure in the midst of hapū communities have led to wāhi tapu being destroyed by quarrying at Mangatawa and by motorway construction at Maungatapu Pā. The Ngāti He land on Maungatapu Peninsula was bisected by the motorway, and traditional ceremonies at Maungatapu Marae suffer from noise and air pollution from the motorway. Whareroa Marae is now surrounded by the airport (with its associated traffic and aircraft noise), busy roads which carry heavy trucks heading to and from the port, and industrial tank farms.

Environmental and cultural sites of significance

2.57. Ngāi Te Rangi have always regarded Tauranga Moana (Tauranga Harbour) as an integral part of their rohe and a taonga over which they exercise kaitiakitanga. Ngāi Te Rangi held numerous pa and other sites of significance at strategic locations encircling the entire harbour. Its mahinga kai provided sustenance for Ngāi Te Rangi hapū. For Ngāi Te Rangi traditional use of the harbour is part of their cultural identity, and is embodied in oral traditions, whakatauki, tauparapara, pepeha, kiwaha and waiata. In

1885 Hori Ngatai told Native Minister Ballance that he considered the moana, 'the land below high-water mark immediately in front of where I live' as well as particular 'fishing-grounds within the Tauranga Harbour,' part of their customary land:

> *"My mana over these places has never been taken away. I have always held authority over these fishing places and preserved them; and no tribe is allowed to come here and fish without my consent being given. But now, in consequence of the word of the Europeans that all the land below high-water mark belongs to the Queen, people have trampled upon our ancient Māori customs and are consequently coming here whenever they like to fish. I ask that our Māori custom shall not be set aside in this manner, and that our authority over these fishing-grounds may be upheld….I am speaking of the fishing-grounds where hapuku and tarakihi are caught. Those grounds have been handed down to us by our ancestors. This Māori custom of ours is well established, and none of the inland tribes would dare to go to fish on those places without obtaining the consent of the owners. I am not making this complaint out of any selfish desire to keep all the fishing-grounds for myself; I am only striving to regain the authority which I inherited from my ancestors. I ask that the Queen's sovereignty shall not extend to those fishing-grounds of ours, but remain out in the deep water away beyond Tuhua*."

2.58. However, over the nineteenth century and most of the twentieth century the Crown made no provision for the recognition of Ngāi Te Rangi mana, rangatiratanga, kaitiakitanga and interests in the management of Tauranga Moana and its fisheries. The Crown assumed that it owned the harbour and later delegated authority for harbour development to local authorities. During the twentieth century many major projects were undertaken to develop Tauranga Harbour as a deep-water international port. Some of these, such as the construction of the Mount Maunganui deep-water wharf, channel deepening, and the reclamation of Sulphur Point, altered both the moana and the landscape. The Crown did not recognise the customary importance of the resources Ngāi Te Rangi lost in and around the harbour or provide any compensation for the loss of access to those resources.

2.59. Since at least 1928 Tauranga Māori have protested to the Crown and local authorities that discharges of untreated effluent and other waste products were polluting Tauranga Moana. However, it was not until the late 1960s that the first steps were taken to treat sewage before discharging it into the harbour, and such practices were not stopped completely until the end of the century. Matakana Island Māori did not discover that the island's outfall discharged untreated sewage until 1991. Ngāi Te Rangi have witnessed a severe and continuing decline in their fisheries since the 1960s, which has impacted on the ability of hapū to sustain their traditional way of life.

2.60. Efforts to clean up the harbour have sometimes created new problems. In the early 1970s Tauranga Māori led by Wiremu Ohia, Turirangi Te Kani and kaumatua of Ngā Potiki protested against plans to construct effluent treatment ponds adjacent to Māori land on the Rangataua mudflats. These plans were offensive to Ngāi Te Rangi, but the Mount Maunganui Borough Reclamation and Empowering Act 1975 provided for the construction of the ponds which destroyed valuable shellfish beds.

2.61. The Crown's confiscation of 50,000 acres and purchase of Te Puna-Katikati in the 1860s removed a number of wāhi tapū and other sites of significance from Ngāi Te Rangi ownership. Since that time Ngāi Te Rangi have felt unable to participate in the management of wāhi tapū contained within reserves in Crown or local body ownership such as Te Kura a Maia pā site in the Bowentown Domain. Until recently, the

ownership and administration of Mauao by central and local government agencies was also a source of grievance. Ngāi Te Rangi consider that Māori cultural values have not been adequately accounted for in the management of such reserves. Commercial forestry developments on Matakana Island virtually erased traces of Ngāi Te Rangi settlements and sites. Ngāi Te Rangi also consider that the Historic Places Acts of 1954 and 1980 have not adequately prevented damage to wāhi tapū and other sites of cultural significance at Pāpāmoa, Mangatawa, Kopukairoa and Matakana Island, and other places.

2.62. In 1886 the Crown sought to purchase Tūhua (Mayor Island) from its Te Whānau a Tauwhao owners, even though the title issued by the Native Land Court prohibited alienations. The Crown made little progress, acquiring only 16 of the total 195 shares by 1895. In the same year, owners opposed to the sale reminded the Crown that Tūhua was an important wāhi tapū. They asked that the purchase be cancelled and that all shares already alienated be returned. In 1913 the Crown declared Tūhua a 'sanctuary for native or imported game' under the Animals Protection Act 1908 without the knowledge or consent of the owners. During the 1920s and 1930s the Crown made further unsuccessful efforts to purchase Tūhua in order to create a reserve. In 1951 the owners vested Tūhua in a trust and included provision for Crown representation on the trust's board. In recent times the Ngā Whenua Rāhui kawenata (covenant) made Tūhua the first island designated a Māori conservation area, and the Crown re-vested its shares in the Māori owners. The conservation designations over the island have restricted the amount of land available for the use of the owners.

2.63. The Resource Management Act 1991 envisaged greater iwi involvement in Crown and local authority decisions about resource management and environmental planning. Ngāi Te Rangi, however, regard the Act as limited in the opportunities it provides for them to exercise rangatiratanga and participate in decision-making processes. As a result, Ngāi Te Rangi consider that their interests receive insufficient recognition and protection in spite of the efforts of iwi members.

Further land alienation and socio-economic issues

2.64. After the Crown's raupatu and Te Puna-Katikati purchase Tauranga Māori communities experienced population decline, economic hardship and social dislocation. The hapū were also affected by the deaths of some important leaders during the war, including Rawiri Puhirake, Henare Taratoa, Te Wano, Ihaka and Te Reweti. Crown and private land acquisitions facilitated Pākehā settlement and the Tauranga regional economy grew around farming. Much of the land retained by Ngāi Te Rangi hapū was unsuitable for crop or livestock production. Aside from subsistence farming and gardening, Ngāi Te Rangi participation in the regional economy was largely limited to work as wage labourers.

2.65. During the first half of the twentieth century Ngāi Te Rangi hapū retained land at Otāwhiwhi and Katikati, around the eastern edge of the Tauranga Moana from Whareroa through Matapihi and along to Pāpāmoa, in the Maungatapu and Welcome Bay areas, and on some islands. Ngāi Te Rangi hapū lived in small communities with marae and gardens. In 1908 the Stout-Ngata commission recommended that most of the remaining Ngāi Te Rangi land be retained in their ownership. However, the Native Land Act 1909 removed all existing alienation restrictions on titles for Māori land. The Act provided for district Māori Land Boards to approve sales of Māori land and introduced a range of checks which were supposed to ensure the validity of sales and that no sales would result in landlessness. In the years following 1909 there was a

significant increase in sales of Māori land in the Tauranga district. Between 1910 and 1930, 12,899 acres of Māori land was sold in Tauranga district.

2.66. Before the 1920s, Ngāi Te Rangi were generally unable to access Crown schemes for development finance or farm training in the same way as Pākehā land owners. The Stout-Ngata Commission was critical of the Crown for failing to provide Māori with the same level of assistance it provided for settlers to develop their land. In addition, private parties were generally unwilling to lend on the security of multiply-owned Māori land.

2.67. In 1931 the Crown initiated a land development scheme on Ngāti He lands at Kaitimako. Initially the scheme employed a large number of the landowners as wage labourers and one-quarter of the labour costs were charged against the land. From 1937 the owners began to call for subdivision and settlement of the land as dairy farms. Crown officials, however, were concerned about the potential for the land to revert to weeds. Whilst the scheme's debt was reduced through the 1940s the owners were effectively excluded from any meaningful management of their land, and received little financial return. In 1950-51, following a reduction of debt, the scheme was divided into seven dairy farms. These were leased by the owners to Ngāi Te Rangi individuals. The small size of the farms (100 acres) meant they were not economic dairying units. The trusts and incorporations now administering Ngāi Te Rangi blocks have often found it difficult to obtain development capital in financial markets.

2.68. Ngāi Te Rangi recall that their men fought overseas in the Second World War. On their return efforts were made to secure land grants for these men. The Crown established the Maungarangi Development Scheme at Welcome Bay for the settlement of all eligible Māori ex-servicemen. This land had originally been owned by Ngāti He of Ngāi Te Rangi. In 1957, when the training farm on Sections 1 and 2 of the Maungarangi scheme was disestablished and applications invited from Māori ex-servicemen to farm Section 2, the successful applicant was a farmer from outside Tauranga Maoana. Ngāi Te Rangi recall that Ngāi Te Rangi ex-servicemen were not allocated farms in Welcome Bay.

Rating

2.69. In 1910 Parliament enacted legislation promoted by the Crown which empowered local councils to levy rates on Māori land held under Native Land Court titles on the same basis as European land. Such land had been liable for rates at half the rate of European land since 1894. By the 1920s unpaid rates on Māori land had begun to accumulate. Legislation introduced in the 1920s allowed the Native Land Court to issue charging orders over Māori land to recover outstanding rates. Despite these measures, however, local authorities in Tauranga continued to struggle to collect rates on Māori land.

2.70. From the early 1950s local authorities in the Tauranga district looked to direct further urban development and commercial and residential expansion onto land around the eastern end of the harbour. A large proportion of the remaining Ngāi Te Rangi land was in this region and much of it was considered by local and Crown officials to be not 'usefully occupied' and 'unproductive'. Local authorities subsequently took steps to facilitate more efficient use of the land and to recover unpaid rates. Under the Māori Purposes Act 1950, and subsequently the Māori Affairs Act 1953, local authorities applied to the Māori Land Court to have Ngāi Te Rangi lands with unpaid rates vested in the Māori Trustee or have the Māori Trustee appointed as receiver for rates charging orders issued by the Māori Land Court. The Māori Trustee could generate income to

pay outstanding rates charges by subdividing and leasing or, in certain circumstances, selling land. Between 1951 and 1969 more than sixty blocks containing approximately 3,700 acres of Māori-owned land were vested in the Māori Trustee to be leased to generate income to pay unpaid rates. At least sixteen of these blocks were sold with the consent of the owners either during the lease or at its end.

2.71. When the boundaries of Tauranga Borough were expanded in 1959 to include Ngāi Te Rangi lands at Maungatapu and Matapihi, these areas became desirable for residential housing development. Rates charges rose in accordance with their new classification as urban land. Concern grew amongst Ngāi Te Rangi hapū at Maungatapu that the additional rates burden would lead to further land alienation. In 1965 a majority of Maungatapu land owners agreed to allow the Māori Land Court to consolidate their lands into a single block known as Maungatapu B. The block was then vested in the Māori Trustee under the Māori Affairs Act 1953. Ngati He envisaged that this would facilitate the rehousing of their whānau on residential sections within the block and provide income to assist with servicing the rates debt. The Māori Trustee subdivided Maungatapu B, and realised a large return from the sale of lots. However, this was paid out in instalments over a 15-year period to more than 900 owners, and most hapū members struggled to amass sufficient shares or capital to purchase the residential sections. After the subdivision process was completed only fourteen percent of the Maungatapu B sections remained in the ownership of original owners.

2.72. The Maungatapu subdivision contributed to the reduction of Ngāti He landholdings on the peninsula to 11 hectares by the end of the twentieth century. Maungatapu was once the centre of a Ngāti He community who used their land for gardens, but now the hapū only maintains the marae and headland domain, along with a small urupā.

2.73. The individualisation of Māori land tenure promoted by the Crown in the nineteenth century led to fragmented ownership as individual owners died, and their interests were divided among their whānau. Between 1953 and 1974 the Crown sought to address the fractionated nature of Māori land ownership by promoting legislation which empowered the Māori Trustee to compulsorily acquire what were deemed to be ‘uneconomic’ shares in Māori land. Initially the Māori Affairs Act 1953 provided for the Māori Trustee to compulsorily acquire uneconomic shares from deceased estates and sell them to other owners. The Māori Affairs Amendment Act 1967 empowered the Trustee to ask the Māori Land Court to actively identify uneconomic interests. Shares could then be sold to any Māori. The compulsory acquisition provisions were opposed by many Māori. The acquisition of uneconomic shares occurred extensively on Rangiwaea Island. An estimated 690 out of 700 acres were affected by the uneconomic interest provisions, and at least 150 acres acquired by the Māori Trustee were sold to a Māori farmer who was not a member of the hapū. The compulsory acquisition of uneconomic shares undermined Ngāi Te Rangi hapū and whānau connections to traditional ancestral lands. The exclusion from ownership of whānau lands continues to affect some Ngāi Te Rangi today.

2.74. By the end of the twentieth century, Ngāi Te Rangi had retained 9,755 acres of land which represents around 2 percent of their rohe, and only 19 per cent of the land which was left to them by the Crown after the confiscation.

Housing, health and education

2.75. The Crown’s housing policies of the 1950s and 1960s placed some Ngāi Te Rangi whānau in new residential subdivisions, but in 1965 a Māori Affairs Department survey found that about a quarter of Māori housing in Tauranga was substandard,

overcrowded, or both. Māori urbanisation and the 'pepper-potting' of Māori families in residential suburbs strained hapū communities. Ngāi Te Rangi hapū faced regulatory and economic hurdles to establishing hapū-based housing communities around marae and traditional lands. At the end of the twentieth century Tauranga Māori had lower levels of home ownership than non-Māori, and were more likely to live in crowded conditions.

2.76. Up until the mid-twentieth century Tauranga's hospital care services were in some instances less accessible to Tauranga Māori than to non-Māori (although some Māori were reluctant to enter hospital during this time). Poor housing conditions contributed to poor standards of health. Although Māori health improved during the twentieth century, evidence continues to suggest that standards of health amongst the Māori population of New Zealand lag behind that of other New Zealanders.

2.77. The public education system established by the Crown in Tauranga and elsewhere during the late nineteenth century had lower expectations for Ngāi Te Rangi students than for Pākehā. It was not until the 1940s and 1950s that the Education Department's Māori education policy began to reassess long-held expectations that most Māori would work on the land, in manual occupations, or as homemakers. In the early twenty-first century a lower proportion of Ngāi Te Rangi people hold formal qualifications than other New Zealanders. At the 2006 Census the median annual Ngāi Te Rangi income was lower than the median annual incomes for both the total Māori population and the total New Zealand population.

The pursuit of redress

2.78. In 1885 Ngāi Te Rangi spokesmen expressed their grievances to Native Minister Ballance when he met Tauranga Māori. These grievances included dissatisfaction with the operation of the Tauranga Commissioners, delays in the issue of grants for returned lands, the rating of Māori land, Crown assumption of ownership of the harbour and foreshore, and other instances where the spokesmen believed Māori suffered unequal treatment. Most of these issues remain a grievance for Ngāi Te Rangi today.

2.79. In 1926 the Crown appointed the Sim Commission to inquire into Māori grievances arising from land confiscation. The inquiry focused on raupatu in Waikato and Taranaki, and its hearing at Tauranga in 1927 lasted only two and a half days. It did not investigate the Te Puna-Katikati purchase. The Commission operated under restricted terms of reference and had limited time and resources. The Crown was far better resourced than Ngāi Te Rangi at the hearings and the Commission relied largely on the Crown's interpretation of events. Tauranga Māori asked that a thorough investigation of the land confiscation be undertaken by the Native Land Court, but the Commission concluded that such an inquiry was unnecessary. It found that that the confiscation in Tauranga 'was justified and was not excessive'.

2.80. This finding shaped the Crown's approach to claims regarding the Tauranga confiscation for almost 50 years. While some compensation for land confiscation was paid to iwi in the Waikato and Taranaki regions, the Crown dismissed claims from Tauranga Māori until the 1970s. In 1975 the Crown opened negotiations with Tauranga Māori over compensation for their raupatu claims. In 1981, after protracted negotiations, Tauranga Māori reluctantly agreed to accept a Crown offer of $250,000 as a 'full and final settlement' of their raupatu claims provided that it was to 'the same extent as any other Trust Board, concerning all land confiscated'. This would have allowed Tauranga Māori to seek further compensation if and when the Crown offered further payments to other iwi affected by raupatu.

2.81. However, the Government changed its mind about qualifying the finality of the settlement before legislation was introduced to implement the settlement. Ngāi Te Rangi were therefore dissatisfied with the Tauranga Moana Māori Trust Board Act 1981 because it purported to settle claims to all land acquired by the Crown in the district, including the Te Puna-Katikati purchase. Ngāi Te Rangi consider the $250,000 paid out under the Act was completely insufficient to assist the Tauranga Moana iwi to improve their economic situation, especially as it was made at a time of rapidly increasing land values in the district. Ngāi Te Rangi also consider that the Act did not go far enough to remove the stigma resulting from the labeling of some Tauranga Māori as rebels.

2.82. In 1985 the Crown gave the Waitangi Tribunal jurisdiction to inquire into historical claims back to 1840. Ngāi Te Rangi and the Tauranga Moana Māori Trust Board viewed this as an opportunity to further pursue their claims to redress for raupatu and other historical grievances. The first Ngāi Te Rangi hapū Wai claim was filed with the Waitangi Tribunal in 1988.

NGĀ POTIKI HISTORICAL ACCOUNT

The Tauranga war and confiscation

2.83. In January 1864, the Crown deployed troops to Tauranga to stem the flow of Māori forces to the Waikato conflict. In June 1864, Crown forces and Tauranga Māori fought a battle at Pukehinahina (Gate Pā). According to a later report by a British soldier who was present in Tauranga, Ngā Potiki took no part in the battle. However, some Ngā Potiki today believe that Ngā Potiki individuals fought at Pukehinahina.

2.84. The New Zealand Settlements Act 1863 provided the legal framework for the Crown's confiscation of Māori land. The Act was designed to pay for the war by selling confiscated land, especially to military settlers, and to punish any Māori who had taken up arms or supported those involved in armed resistance against the Crown. It provided for the return of land both to those who had not been involved in fighting, and, as a condition of peacemaking, to those who had been in arms against the Crown. The Crown considered many Tauranga Māori to have been in 'rebellion' during 1863 and 1864, including those who took part in the battles of Gate Pā and Te Ranga.

2.85. Between 1865 and 1868 the Crown established a confiscation district in Tauranga encompassing 290,000 acres. The land in the confiscation district in which Ngā Potiki held interests was returned under Crown grants to individual owners. It ceased to be land held under customary title. Under the Tauranga District Lands Act 1867, Commissioners were appointed to award lands to Māori. The process of providing Māori with titles for the returned lands was very slow, and was not completed until the mid-1880s.

The return of the Tauranga lands

Otawa claims

2.86. In 1877, some 12 years after the Crown first proclaimed the Tauranga confiscation district, a Tauranga Lands Commissioner investigated the ownership of the lands covering approximately 38,000 acres on the eastern side of the Tauranga Harbour. The Commissioner divided the area into five blocks – Mangatawa, Otawa 1 to 3, and Ngāpeke. Ngā Potiki made claims to the lands at Mangatawa and Otawa based on ancestry and conquest, and were awarded Otawa 2 and Mangatawa.

2.87. Following several objections from other hapū over the Commissioner's decision, a rehearing was held in 1878. Ngā Potiki was again awarded the Mangatawa block. The Otawa blocks, including Otawa 2, were awarded to another hapū, and Ngā Potiki excluded from them. However, three Ngā Potiki individuals were admitted onto the list for the neighbouring Waitaha 2 block.

2.88. Ngā Potiki consider that the Commissioners did not recognise the full extent of Ngā Potiki interests in the Otawa lands, which were based on occupation and resource use. Nonetheless Ngā Potiki continued to have a strong relationship with the Otawa area owing to the proximity of Otawa to Ngā Potiki lands at Pāpāmoa and Mangatawa, and the continued use of the Otawa bush up to the present time.

Pāpāmoa claim

2.89. In the 1877 and 1878 hearings, the Tauranga Lands Commissioners awarded Ngā Potiki the lands at Mangatawa and Pāpāmoa, which run from the eastern edge of the confiscation district back to the eastern edge of Tauranga Harbour. It was later recounted that during the hearings Ngā Potiki kaumātua had 1,295 acres of this land, known as the Mangatawa block, set aside as a Ngā Potiki reserve for 102 owners. The remaining 12,763 acres became the Pāpāmoa block and was awarded to 60 owners. The Crown granted the land it returned to individual owners rather than to the hapū who had held the land under customary tenure. This made it possible for land to be alienated by individual owners without reference to their tribal collective.

2.90. In the mid-1880s the Crown decided to purchase as much as it could of the Pāpāmoa block, but most Ngā Potiki owners were unwilling to sell and progress was slow. However, a period of bad weather soon resulted in poor harvests and food shortages. In December 1886, the Crown purchase agent noted in his annual report that, 'the Natives are very short of food and I have been informed by some chiefs that meetings are being held to consider their advisability of selling'. In 1887 the Crown purchased the interests of a number of owners and the Crown continued attempting to purchase individual interests in Pāpāmoa for several years. In 1891 another Crown purchase agent stated 'I shall not lose a chance of acquiring a signature when offered or of pursuing it if it can possibly be got'. The Crown agent was confident that individual owners dependent on seasonal work and gum-digging would sell once they had spent their earnings. The Crown eventually acquired approximately 8,000 acres of Pāpāmoa, or well over half of the block. The Crown also acquired the shares of minors and had these purchases approved by the Chief Judge of the Native Land Court.

2.91. By May 1893, the Crown had acquired well over half the Pāpāmoa block and applied to the Native Land Court to have its interests partitioned out. On 13 May 1893, the Native Land Court partitioned the Pāpāmoa block and cut out the Crown's interest as Pāpāmoa No.1 (7,910 acres). The non-sellers' area was the Pāpāmoa No. 2 Block (4,265 acres). Pāpāmoa No. 3 Block (480 acres) was awarded to four minors. The area awarded to the Crown included most of the coastline in the Pāpāmoa block. This affected Ngā Potiki access to their important coastal resources and sites of significance such as coastal urupā, former pā sites and former areas of coastal settlement. Pāpāmoa was also the area through which Ngā Potiki had traditionally accessed lands and resources to the east of Wairakei.

2.92. Following the partition it was discovered the area awarded to the Crown incorrectly included the one and a half shares owned by two minors (amounting to 180 acres) instead of only half a share as intended by the minors' trustee. To resolve the error the Native Land Court added the two minors' names to the owners of Pāpāmoa 2, but

decided not to adjust the areas of land awarded to the Crown and non-sellers until a later date when the Crown sought a further partition order. However, the Crown did not purchase any further interests in Pāpāmoa and no record has been found which shows that the areas mistakenly awarded to the Crown and non-sellers were adjusted.

2.93. From 1896 the remaining 6,000 acres of Pāpāmoa and Managatawa were subject to a long and complex process of subdivision and alienation. By the end of the twentieth century Ngā Potiki were left with just over 2,600 acres in Māori freehold title. This amounted to less than 20% of the almost 14,000 acres Ngā Potiki were initially awarded at Pāpāmoa and Mangatawa. This land loss led to Ngā Potiki being removed from their coastal lands and caused hardship in the community. The inspector of Native schools reported in 1903 that individualisation of title at Pāpāmoa resulted in less land under cultivation, forcing parents to send their older children gum digging.

Public Works takings and other land alienations for infrastructure development

2.94. Public works legislation empowered the Crown and local authorities to compulsorily acquire Māori or general land regarded as essential for public works. Since 1886, 421 acres of Ngā Potiki lands have been acquired for public works purposes.

East Coast Main Trunk Railway

2.95. Between 1913 and 1915 the Crown took approximately 153 acres of Ngā Potiki land in the Mangatawa and Pāpāmoa blocks for the Mount Maunganui to Te Puke and Te Maunga sections of the East Coast Main Trunk Railway. This further separated Ngā Potiki from the coast. Ngā Potiki consider that the taking of this land had a significant impact on both Ngā Potiki and its people. Compensation was awarded for the takings in the Pāpāmoa block. However, the Crown did not pay any compensation for the 44 acres of Mangatawa block, because the Crown grant for this block, issued under the Tauranga District Lands Act 1868, specifically reserved the Crown's right to take the land for roads without compensation. Later legislation extended this to cover railways. In 1915 the owners of the Pāpāmoa block argued that the land taken for railways was worth £20 to £25 pounds per acre. The Native Land Court awarded compensation in line with the Crown valuations of the various portions of the block, the majority of which were valued at 15 shillings per acre.

Rifle range

2.96. In 1941 the Crown took 139 acres of Pāpāmoa land for a rifle range. The owners were paid compensation in 1944. After the end of the Second World War the land was only occasionally used as a rifle range and leased by the Crown for grazing. In 1967 the Defence Department advised the Ministry of Works that the land was no longer required for a rifle range. The Crown subsequently proclaimed the land to be set apart for 'public buildings of the General Government' and continued to lease it for grazing. From 1958 the descendants of the original Ngā Potiki owners sought the return of the land on the basis that it was not being used for the purpose it was taken for. It was not until 1989 that the Crown returned the land to Ngā Potiki ownership.

Mangatawa quarry and reservoir

2.97. Mangatawa is a maungatapu of great importance to Ngā Potiki and noted as the burial place of Tamapahore, the founding tūpuna of Ngā Potiki. Its importance to Ngā Potiki is reflected in the actions of Ngā Potiki tūpuna who set Mangatawa aside as a reserve for Ngā Potiki in the 1870s.

2.98. In 1946 the Crown compulsorily acquired 5 acres of Mangatawa for a quarry. Compensation was awarded in 1948. In the 1950s the Crown sought to expand quarrying operations on Mangatawa. Ngā Potiki opposed further compulsory takings of Mangatawa and, rather than submit to the public works process, instead entered into an agreement to allow quarrying on a further 6 acres of Mangatawa for a 10 year period for a payment of £2,000. In 1963, the Crown negotiated a further agreement for a 33 year term. This agreement expanded the quarry by 9 acres in return for £4,000.

2.99. Quarrying destroyed the once formidable Mangatawa hill-top pā, with its kainga and cultivation terraces, and burial caves and uncovered numerous koiwi. In some cases the remains were reinterred elsewhere, but in others they were lost within the rubble and consequently formed part of the aggregate and fill for the Port of Tauranga (where over one million cubic metres of metal from the quarry was used for the construction of the Mount Maunganui wharf), roading development, and other infrastructure projects such as the Kaituna River diversion. In addition to the physical impacts on Mangatawa and surrounding land, Ngā Potiki consider that the quarrying diminished the mana of their tāonga and had a demoralising impact.

2.100. In 1973 the Mount Maunganui Borough Council built a large water reservoir on Mangatawa above Tamapahore Marae. Ngā Potiki sought to retain freehold title and lease the land to the Council. However after protracted negotiations, including the council taking steps to invoke the Public Works Act, the owners agreed to lease the land to the Council for 999 years in return for a payment equal to the value of the land. The construction of a reservoir on Mangatawa remains a source of great distress for Ngā Potiki to this day.

Pāpāmoa rubbish dump

2.101. In 1967 the Crown took 32 acres of the Pāpāmoa A12 block adjacent to the Rangataua estuary, where some Ngā Potiki were living, for the purposes of rubbish disposal. The land was vested in the Mount Maunganui Borough Council. The rubbish dump was expanded in 1984. The Crown paid the owners compensation for the land, but Ngā Potiki consider that the value of the payment fell short of adequately recognising the impacts of the dump on their land. According to Ngā Potiki, the value of their land adjoining the dump decreased and the living conditions of those residing there became intolerable.

Te Tahuna o Rangataua (Rangataua Estuary)

2.102. For Ngā Potiki, Te Tahuna o Rangataua (Rangataua estuary) is an iconic body of water and a pataka kai (pantry) that is central to the cultural identity of Ngā Potiki.

2.103. In 1975, despite vociferous opposition by Ngā Potiki, the passage of the Mount Maunganui Borough Reclamation and Empowering Act brought into operation a plan for reclamation work on the Rangataua tidal flats, the construction of effluent treatment ponds on the reclaimed land, and the construction of an outfall joining the ponds to the ocean. This was done even though a 1974 assessment had concluded that 'a flourishing ecosystem on the tidal flats would be lost through reclamation', while the Commissioner for the Environment considered that the reclamation could not be justified because of the impact on the area and the possibility of other sites being used. Two government departments also opposed the scheme. In addition to the effects of the reclamation on shellfish beds, the location of the effluent treatment ponds has hindered Ngā Potiki access to the little that remains of the supply of customary foods such as tītiko and patiki. The ponds and adjacent rubbish dump make food gathering and other activities in Te Tahuna o Rangataua undesirable, effectively dislocating Ngā

Potiki from the area. Furthermore, in 1988 a leakage spilled pond effluent into the estuary.

2.104. Ngā Potiki consider that development around the Te Tahuna o Rangataua has diminished the mana of this tāonga and undermined Ngā Potiki's kaitiaki relationship with this area. Its degradation is a source of deeply-felt grievance for Ngā Potiki.

Sewage pipeline through Waitahanui Urupā

2.105. In 1975 the Mount Maunganui Borough Council invoked the Public Works Act 1928 and the Municipal Corporations Act 1954 to create easements through Ngā Potiki lands in the Mangatawa and Pāpāmoa blocks for the laying of a pipe to discharge wastewater from the effluent treatment ponds into the Pacific Ocean. Between 1976 and 1978 the Council carried out earthworks, including excavations in the Waitahanui urupā situated in part of Pāpāmoa 2, for the purpose of laying the pipe. The passage of sewage and wastewater through this extremely tapu place continues to be repugnant to Ngā Potiki values and sensibilities.

Kopukairoa

2.106. Ngā Potiki regard Kopukairoa (sometimes also referred to as Kopukairua) as a maunga of immense cultural significance. Ngā Potiki traditions record the maunga as a tohorā (whale) who came in search of his family and who turned to stone, becoming Kopukairoa, after drinking from an enchanted spring. Kopukairoa is adjacent to the Waitao stream which marks the western boundary of the Ngā Potiki rohe. It was part of the original Pāpāmoa 2 block which was partitioned and vested in individual owners in 1896 and again in 1910. From 1962, with the agreement of the Māori owner, the Post Office used the summit of Kopukairoa as the site of a VHF transmitter. In 1967 the Ministry of Works agreed with some Ngā Potiki owners to acquire further land around Kopukairoa under the Public Works Act to provide access to the summit. In 1971 the Crown, following negotiations with the landowner, formally took Kopukairoa summit through public works legislation. The Crown paid the owner $328 in compensation. In 1986 the Crown transferred the summit to Telecom under the State Owned Enterprises Act 1986. In 1990 the Crown sold Telecom and the Telecom Corporation inherited title to the land as a private interest. In recent times Ngā Potiki successfully registered Kopukairoa (180 ha) as a wāhi tapu under the provisions of the Historic Places Act 1993. However, the loss of Kopukairoa summit remains a source of significant grievance for Ngā Potiki.

Gas pipeline

2.107. A natural gas pipeline from Tirau to Te Puke, completed in 1982, runs through parts of the Mangatawa and Pāpāmoa blocks. The Māori Land Court appointed the Māori Trustee to negotiate with the Natural Gas Corporation for compensation on behalf of the owners. This engendered feelings of alienation amongst the owners from the process, and the compensation paid to Ngā Potiki land owners did not accord with the cost they placed on the disturbance caused by the pipeline. Ngā Potiki consider that the pipeline has limited the development potential of these blocks.

Pāpāmoa coastal dune plain

2.108. The Pāpāmoa coastal dune plain, which Ngā Potiki regard as an area of high cultural significance, has long been earmarked by the Tauranga City Council to help cater for the expansion of the population of Tauranga. Intensive subdivision and residential development in the area began in the 1990s. The remaining undeveloped areas of

Pāpāmoa continue to be subject to development pressures that threaten archaeological sites and other sites of significance in the Ngā Potiki cultural landscape, such as Wairakei and Te Houhou.

2.109. For Ngā Potiki the amount of land taken for public works does not convey the full extent of the loss to them. Lands taken by the Crown and local authorities included some of the most sacred and iconic sites to Ngā Potiki, and some of these lands were used for activities which are highly objectionable to Ngā Potiki. Ngā Potiki consider that public works takings have had significant and enduring negative impacts on their lands, resources, mana, cultural integrity and identity.

3 ACKNOWLEDGEMENT AND APOLOGY

ACKNOWLEDGEMENT

3.1 The Crown acknowledges that until now it has failed to deal with the long-standing grievances of Ngāi Te Rangi and Ngā Potiki in an appropriate way. The Crown hereby recognises the legitimacy of the historical grievances of Ngāi Te Rangi and Ngā Potiki and makes the following acknowledgements.

3.2 The Crown acknowledges that, prior to 1864, Ngāi Te Rangi and Ngā Potiki continued to manage their lands and resources according to their tikanga and were engaging in the New Zealand economy.

3.3 The Crown acknowledges that it was ultimately responsible for the outbreak of war in Tauranga in 1864, and the resulting loss of life, and its actions were a breach of the Treaty of Waitangi and its principles. The Crown acknowledges that a number of Ngāi Te Rangi were killed and wounded in battles at Pukehinahina and Te Ranga, but that Ngāi Te Rangi were faithful to the rules of engagement they set down prior to the fighting, and provided aid to wounded Crown soldiers.

3.4 The Crown also acknowledges that Ngāi Te Rangi chief Hori Tupaea was detained without being charged or tried and was released on the condition that he declared his allegiance to the Crown. The Crown acknowledges that the confiscation at Tauranga and the subsequent Tauranga District Lands Acts 1867 and 1868 were indiscriminate, unjust and a breach of the Treaty of Waitangi and its principles. The Crown also acknowledges that:

3.4.1 it determined and imposed the location of the 50,000 acre block that was confiscated by the Crown;

3.4.2 the confiscated block included Ngāi Te Rangi lands; and

3.4.3 lands in the Tauranga Confiscation District returned or reserved to Ngāi Te Rangi and Ngā Potiki were in the form of individualised title rather than Māori customary title.

3.5 The Crown also acknowledges that land on the Te Papa Peninsula which today constitutes the Tauranga central business district was included within the confiscation district, and was conveyed to the Crown by a private institution despite this institution previously insisting that it would always hold this land for the benefit of Māori.

3.6 The Crown further acknowledges that the confiscation and the subsequent Tauranga District Lands Acts 1867 and 1868:

3.6.1 had a devastating effect on the welfare and economy of Ngāi Te Rangi and Ngā Potiki;

3.6.2 deprived Ngāi Te Rangi and Ngā Potiki of wāhi tapu, access to significant parts of the cultural landscapes and seascapes, and opportunities for development at Tauranga; and

3.6.3 restricted Ngāi Te Rangi and Ngā Potiki in the exercise of mana and rangatiratanga over their lands and resources within Tauranga Moana.

3.7 The Crown acknowledges that it failed to actively protect Ngāi Te Rangi interests in lands they wished to retain when it initiated the purchase of the Te Puna and Katikati blocks in 1864 with only nine members of Ngāi Te Rangi and completed the purchase. despite the opposition of other Ngāi Te Rangi chiefs. The Crown acknowledges that this failure was in breach of the Treaty of Waitangi and its principles.

3.8 The Crown acknowledges that:

3.8.1 it imposed the individualisation of titles by the Tauranga Land Commissioners on Ngāi Te Rangi and Ngā Potiki, and did not consult Ngāi Te Rangi and Ngā Potiki on the introduction of native land legislation;

3.8.2 the reserves set aside in the 50,000 acre and Te Puna-Katikati blocks were mainly awarded to just a few Ngāi Te Rangi individuals;

3.8.3 the Tauranga Land Commissioners took many years to complete their investigations of the ownership of land;

3.8.4 those Ngāi Te Rangi and Ngā Potiki lands within the confiscation district which were returned to Māori were granted by the Crown to individual owners;

3.8.5 the awarding of titles to individuals by the Tauranga Land Commissioners and the Native Land Court made Ngāi Te Rangi and Ngā Potiki lands more susceptible to partition, fragmentation and alienation; and

3.8.6 this had a prejudicial effect on Ngāi Te Rangi and Ngā Potiki as it contributed to the erosion of tribal structures which were based on collective tribal and hapū custodianship of land. The Crown failed to take adequate steps to protect those structures and this was a breach of the Treaty of Waitangi and its principles.

3.9 The Crown acknowledges that, less than twenty years after confiscating a large amount of land from Ngāi Te Rangi and Ngā Potiki, it began purchasing additional large amounts, including the sacred site of Mauao, the offshore islands of Karewa, Motuotau, Moturiki and Tuhua, and Papamoa and Otawa, at a time of great economic hardship for Ngāi Te Rangi and Ngā Potiki. The Crown further acknowledges that in negotiating land purchases from Ngāi Te Rangi and Ngā Potiki during the 1880s and 1890s it:

3.9.1 frequently made use of monopoly powers; and

3.9.2 used aggressive tactics to negotiate for land including–

(a) exploiting food shortages to persuade individuals to sell; and

(b) purchasing interests from minors.

3.10 The Crown acknowledges that taken together these tactics meant that the Crown failed to actively protect the interests of Ngāi Te Rangi and Ngā Potiki, and that the Crown's conduct of land purchase negotiations in the 1880s and 1890s breached the Treaty of Waitangi and its principles.

3.11 The Crown acknowledges that:

3.11.1 by the end of the twentieth century, Ngā Potiki were left with just over 2,600 acres in Maori freehold title;

3.11.2 the loss of most of their coastal lands has reduced Ngāi Te Rangi and Ngā Potiki's access to coastal urupā, kainga, food-gathering areas, and associated resources;

3.11.3 the cumulative effect of its actions and omissions has left Ngāi Te Rangi virtually landless; and

3.11.4 the Crown's failure to ensure that Ngāi Te Rangi and Ngā Potiki retained sufficient land for their present and future needs was a breach of the Treaty of Waitangi and its principles.

3.12 The Crown acknowledges that the operation of a development scheme at Kaitimako from the 1930s to the 1950s meant that Ngāi Te Rangi lost effective control of this land for a number of years.

3.13 The Crown acknowledges that between 1953 and 1974, it empowered the Māori Trustee to compulsorily acquire Māori land interests it deemed 'uneconomic', and this was a breach of the Treaty of Waitangi and its principles, and deprived some Ngāi Te Rangi of a direct link to their turangawaewae.

3.14 The Crown acknowledges that it compulsorily acquired over 4,000 acres of land from Ngāi Te Rangi and Ngā Potiki under public works legislation, including areas of cultural significance to Ngāi Te Rangi and Ngā Potiki such as Panepane, the maunga tupuna Mangatawa and urupā. These takings have given rise to a serious grievance that is still felt today by Ngāi Te Rangi and Ngā Potiki. The Crown further acknowledges that it breached the Treaty of Waitangi and its principles by:

3.14.1 failing to protect the interests of the owners in relation to the Whareroa lands taken for 'better utilisation';

3.14.2 failing to adequately notify or provide compensation to some owners in relation to the construction of power lines over Māori-owned land; and

3.14.3 knowingly taking more land than was required for the public work in relation to Kaitimako B and C. By not consulting the owners, the Crown failed to provide them with the opportunity to negotiate the amount to be taken.

3.15 The Crown acknowledges that public works have had enduring negative effects on the lands, resources, and cultural identity of Ngāi Te Rangi and Ngā Potiki, including:

3.15.1 the laying of sewerage and wastewater pipes over the Waitahanui urupā and the taking of lands for effluent treatment ponds;

3.15.2 the taking of land at Papamoa for rubbish disposal;

3.15.3 the establishment of a communications tower on the peak of Kopukairoa;

3.15.4 the development of the port and airport; and

3.15.5 the motorway and infrastructure networks on the Maungatapu and Matapihi Peninsulas.

3.16 The Crown further acknowledges:

3.16.1 the significant contribution that Ngāi Te Rangi and Ngā Potiki have made to the wealth and infrastructure of Tauranga on account of the lands taken for public works; and

3.16.2 the generosity of spirit shown by Ngāi te Rangi in enabling Tūhua to be the first island to be designated a Māori conservation area, and the lost opportunity for Ngāi Te Rangi to exercise rangatiratanga over the island.

3.17 The Crown acknowledges that the raupatu/confiscation at Tauranga, many of the Crown's subsequent policies, and the expansion of Tauranga onto the remaining lands of Ngāi Te Rangi and Ngā Potiki have contributed to the socio-economic marginalisation of Ngāi Te Rangi and Ngā Potiki in their rohe, and that Ngāi Te Rangi and Ngā Potiki living within their rohe suffer worse housing conditions, health, economic and educational outcomes than other New Zealanders.

3.18 The Crown acknowledges:

3.18.1 the significance of the land, forests, harbours, and waterways of Tauranga Moana to Ngāi Te Rangi and Ngā Potiki as a physical and spiritual resource; and

3.18.2 that the development of the Port of Tauranga, the disposing of sewerage and wastewater into the harbours and waterways of Tauranga Moana, and the construction of effluent treatment ponds on Te Tahuna o Rangataua, have resulted in the environmental degradation of Tauranga Moana and reduction of biodiversity and food resources which remain a source of great distress to Ngāi Te Rangi and Ngā Potiki.

APOLOGY

3.19 The Crown makes this apology to Ngāi Te Rangi and Ngā Potiki, to your tūpuna and to your descendants.

3.20 The Crown unreservedly apologises for not having fulfilled its obligations to Ngāi Te Rangi and Ngā Potiki under te Tiriti o Waitangi/the Treaty of Waitangi and for having shown disrespect for the mana and rangatiratanga of Ngāi Te Rangi and Ngā Potiki.

3.21 The Crown's acts and omissions since the signing of the Treaty of Waitangi have dishonoured the spirit with which Ngāi Te Rangi and Ngā Potiki entered the Treaty with the Crown. At the Crown's hands Ngāi Te Rangi and Ngā Potiki suffered because of war and raupatu in Tauranga and the serious deprivations that followed. The Crown is profoundly sorry for its actions and that your people have carried the heavy burden of these Crown actions over successive generations.

3.22 The Crown deeply regrets its acts and omissions which have led to the loss of so much of the lands of Ngāi Te Rangi and Ngā Potiki. The Crown apologises for the loss of sacred sites and key resources its acts and omissions have caused Ngāi Te Rangi and Ngā Potiki. In particular the Crown is profoundly sorry that Ngāi Te Rangi lost ownership of Mauao for 120 years and lost access to coastal lands, and that Ngā Potiki lost access to coastal lands at Papamoa.

3.23 The Crown is deeply sorry for the marginalisation Ngāi Te Rangi and Ngā Potiki have endured while the city of Tauranga expanded on their customary lands. The Crown apologises for the lost opportunities for development, and for the significant harm its actions have caused to the social and economic wellbeing of Ngāi Te Rangi and Ngā Potiki.

3.24 Through this apology and this settlement the Crown seeks to address the wrongs of the past and to create a new platform from which to establish a relationship with Ngāi Te Rangi and Ngā Potiki, a relationship based on mutual respect and cooperation as was originally envisaged by the Treaty of Waitangi.

4 SETTLEMENT

ACKNOWLEDGEMENTS

4.1 Each party acknowledges that:

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

4.1.2 it is not possible:

(a) to fully assess the loss and prejudice suffered by Ngāi Te Rangi and Ngā Pōtiki as a result of the events on which the historical claims are based;

(b) to fully compensate Ngāi Te Rangi and Ngā Pōtiki for all loss and prejudice suffered;

4.1.3 the settlement is intended to enhance the ongoing relationship between Ngāi Te Rangi and Ngā Pōtiki and the Crown (in terms of the Treaty of Waitangi, its principles, and otherwise).

4.2 Ngāi Te Rangi and Ngā Pōtiki acknowledge that, taking all matters into consideration (some of which are specified in clause 4.1), the settlement is fair and the best that can be achieved in the circumstances.

4.3 Each party acknowledges that, in negotiating this settlement, within the context of wider settlement policy including the need by the Crown to consider the rights and interests of others, the parties have acted honourably and reasonably in relation to the settlement.

SETTLEMENT

4.4 Therefore, on and from the settlement date:

4.4.1 the historical claims are settled; and

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

4.4.3 the settlement is final.

4.5 Except as provided in this deed or the settlement legislation, the parties' rights and obligations remain unaffected.

REDRESS

4.6 The Crown acknowledges that, except as provided by this deed or the settlement legislation, the provision of redress will not affect:

4.6.1 any rights Ngāi Te Rangi or Ngā Pōtiki may have in relation to water; and

4.6.2 in particular, any rights Ngāi Te Rangi or Ngā Pōtiki may have in relation to aboriginal title or customary rights or any other legal or common law rights,

including the ability to bring a contemporary claim to water rights and interests in water.

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

4.7.1 is intended to benefit Ngāi Te Rangi and Ngā Pōtiki collectively; but

4.7.2 may benefit particular members, or particular groups of members, of Ngāi Te Rangi and Ngā Pōtiki if the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity so determine in accordance with the relevant governance entity's procedures.

IMPLEMENTATION

4.8 The settlement legislation will, on the terms provided by part 1 of the draft settlement bill:

4.8.1 settle the historical claims; and

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

4.8.3 provide that the legislation referred to in section 17 of the draft settlement bill does not apply:

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

(b) for the benefit of Ngāi Te Rangi and Ngā Pōtiki or a representative entity; and

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

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

(a) apply to a settlement document; or

(b) prescribe or restrict the period during which:

(i) the trustees of the Ngāi Te Rangi Settlement Trust, being the Ngāi Te Rangi governance entity, may hold or deal with property; and

(ii) the trustees of the Ngā Pōtiki a Tamapahore Trust, being the Ngā Pōtiki governance entity, may hold or deal with property; and

(iii) the Ngāi Te Rangi Settlement Trust may exist; and

(iv) the Ngā Pōtiki a Tamapahore Trust may exist; and

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

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

5 CULTURAL REDRESS

CULTURAL FUND

5.1 On the settlement date, the Crown will pay:

5.1.1 the Ngāi Te Rangi governance entity $1,661,663; and

5.1.2 the Ngā Pōtiki governance entity $120,000.

ON ACCOUNT PAYMENT

5.2 The parties acknowledge that before the date of this deed, and on account of the settlement, the Crown paid:

5.2.1 $270,000, to the Ngāi Te Rangi governance entity; and

5.2.2 $30,000, to the Ngā Pōtiki governance entity.

CULTURAL REDRESS PROPERTIES

5.3 The settlement legislation will vest in the Ngāi Te Rangi governance entity on the settlement date:

As a scenic reserve

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

(a) Motuotau Island (as shown on deed plan OTS-078-08); and

(b) Waitao Stream property (as shown on deed plan OTS-078-27);

As a nature reserve

5.3.2 the fee simple estate in Karewa Island (as shown on deed plan OTS-078-09) as a nature reserve, with the Ngāi Te Rangi governance entity as the administering body, subject to the Ngāi Te Rangi governance entity and the Director-General of Conservation entering into and there being in place a memorandum of understanding that includes the following matters:

(a) the agreed approach of Ngāi Te Rangi and the Department of Conservation to the management of the nature reserve under the Reserves Act 1977, including pest monitoring, control and protection measures, and species management under the Wildlife Act 1953, the Marine Mammals Protection Act 1978 and the Conservation Act 1987;

(b) providing for the Director-General (and any person authorised by the Director-General) to have access to and across Karewa Island for the purpose of undertaking at its own cost the matters agreed in clause 5.3.2(a);

(c) acknowledging the historical hapu ownership and occupation and the tītī

(mutton bird) gathering history of Ngāi Te Rangi on Karewa Island and the cultural aspirations of Ngāi Te Rangi to reconnect with Karewa Island;

(d) technical assistance of the Director-General in the production of a management plan in accordance with section 41 of the Reserves Act 1977;

(e) periodic review of the memorandum of understanding and the status of the reserve; and

(f) any other matters as agreed between the parties.

5.4 [The Ngāi Te Rangi governance entity must have particular regard to the Ngāti Ranginui statement of significance for Karewa Island [to insert] when carrying out its functions as the administering body for Karewa Island nature reserve.]

5.5 The settlement legislation will vest in the Ngā Pōtiki governance entity on the settlement date:

As a scenic reserve

5.5.1 the fee simple estate in Otara Maunga property (as shown on deed plan OTS-078-11) as a scenic reserve, with the Ngā Pōtiki governance entity as the administering body.

Jointly vested as a scenic reserve

5.6 The settlement legislation will, on the terms provided by section 45 of the draft settlement bill, jointly vest the fee simple estate in Pūwhenua (recorded name is Puwhenua) (as shown on deed plan OTS-078-32) as a scenic reserve in the following entities as tenants in common:

5.6.1 the Ngāi Te Rangi governance entity as to an undivided 1/6 share;

5.6.2 the trustees of Te Kapu o Waitaha as to an undivided 1/6 share;

5.6.3 the trustees of Tapuika Iwi Authority Trust as to an undivided 1/6 share;

5.6.4 the trustees of Te Tahuhu o Tawakeheimoa Trust as to an undivided 1/6 share;

5.6.5 the trustees of Ngā Hapū o Ngāti Ranginui Settlement Trust as to an undivided 1/6 share; and

5.6.6 the trustees of Te Tāwharau o Ngāti Pūkenga Trust as to an undivided 1/6 share.

5.7 The settlement legislation will, on the terms provided by section 46 of the draft settlement bill, establish a joint management body (with the trustees of the trusts referred to in clauses 5.6.1 to 5.6.6 each appointing a member to the joint management body) which will be the administering body for the reserve.

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

5.8 The settlement legislation will, subject to the entities listed in this clause providing a registrable right of way easement in gross in favour of the Crown in the form in part 4 of the documents schedule and on the terms provided by section 44 of the draft settlement bill, vest the fee simple estate in Otānewainuku (recorded name is Otanewainuku) (as shown on deed plan OTS-078-31) as a scenic reserve in the following entities as tenants in common:

5.8.1 the Ngāi Te Rangi governance entity as to an undivided 1/6 share;

5.8.2 the trustees of Te Kapu o Waitaha as to an undivided 1/6 share;

5.8.3 the trustees of Tapuika Iwi Authority Trust as to an undivided 1/6 share;

5.8.4 the trustees of Te Tahuhu o Tawakeheimoa Trust as to an undivided 1/6 share;

5.8.5 the trustees of Ngā Hapū o Ngāti Ranginui Settlement Trust as to an undivided 1/6 share; and

5.8.6 the trustees of Te Tāwharau o Ngāti Pūkenga Trust as to an undivided 1/6 share.

5.9 The settlement legislation will, on the terms provided by section 46 of the draft settlement bill, establish a joint management body (with the trustees of the trusts referred to in clauses 5.8.1 to 5.8.6 each appointing a member to the joint management body) which will be the administering body for the reserve.

Vesting date for Pūwhenua and Otānewainuku

5.10 The settlement legislation will, on the terms provided by section 46(1) of the draft settlement bill, provide that the vestings of, and establishment of the joint management bodies for, Pūwhenua and Otānewainuku will occur on a date to be specified by the Governor-General by Order in Council, on recommendation by the Minister of Conservation.

5.11 The settlement legislation will, on the terms provided by section 46(2) of the draft settlement bill, provide that the Minister must not make the recommendation referred to in clause 5.10 to the Governor-General until the following Acts of Parliament have come into force:

5.11.1 the settlement legislation; and

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

(a) the Tapuika deed of settlement;

(b) the Ngāti Rangiwewehi deed of settlement;

(c) the Ngāti Ranginui deed of settlement; and

(d) the Ngāti Pūkenga deed of settlement.

5.12 The Crown and the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity will agree in writing to any necessary changes to the draft settlement bill proposed for introduction to the House of Representatives so as to give effect to the vesting of Pūwhenua and Otānewainuku in the manner specified in clauses 5.6 and 5.8.

5.13 Each cultural redress property is to be:

5.13.1 as described in schedule 3 of the draft settlement bill; and

5.13.2 vested on the terms provided by:

(a) part 2 of the draft settlement bill; and

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

5.13.3 subject to any encumbrances or other documentation in relation to that property:

(a) to be provided by the relevant governance entity; or

(b) required by the settlement legislation; and

(c) in particular, referred to in schedule 3 of the draft settlement bill.

STATUTORY ACKNOWLEDGEMENT

5.14 The settlement legislation will, on the terms provided by sections 21 to 33 of the draft settlement bill:

5.14.1 provide the Crown's acknowledgement of the statements by Ngāi Te Rangi of their particular cultural, spiritual, historical and traditional association with the following areas:

General

(a) Aongatete (as shown on deed plan OTS-078-03);

Rivers and Streams

(b) the Crown-owned parts of the following rivers and streams:

(i) Waiau River (as shown on deed plan OTS-078-15);

(ii) Uretara Stream (as shown on deed plan OTS-078-17);

(iii) Waitao Stream (as shown on deed plan OTS-078-24); and

(iv) Kaiate/Te Rere a Kawau Stream (as shown on deed plan OTS-078-26);

5.14.2 provide the Crown's acknowledgement of the statements by Ngā Pōtiki of their particular cultural, spiritual, historical and traditional association with the following areas:

Rivers and Streams

(a) the Crown-owned parts of the following rivers and streams:

(i) Waitao Stream (as shown on deed plan OTS-078-24); and

(ii) Kaiate/Te Rere a Kawau Stream (as shown on deed plan OTS-078-26);

Coastal

5.14.3 provide the Crown's acknowledgement of the statements by Ngāi Te Rangi and Ngā Pōtiki of their particular cultural, spiritual, historical and traditional association with Waiorooro ki Maketu (as shown on deed plan OTS-078-13);

5.14.4 require:

(a) relevant consent authorities, the Environment Court, and the New Zealand Historic Places Trust to have regard to the statutory acknowledgement;

(b) relevant consent authorities to forward to the relevant governance entity:

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

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

(c) relevant consent authorities to record the statutory acknowledgement on the statutory plans that relate to the statutory areas; and

5.14.5 enable the Ngāi Te Rangi governance entity and Ngā Pōtiki governance entity, any member of Ngāi Te Rangi, and any member of Ngā Pōtiki, to cite the statutory acknowledgement as evidence of Ngāi Te Rangi and Ngā Pōtiki's association with the area over which Ngāi Te Rangi or Ngā Pōtiki have a statutory acknowledgement.

Coastal Statutory Acknowledgement

5.15 The Ngā Pōtiki interest within the coastal statutory acknowledgement in clause 5.14.3 will be Parakiri (recorded name Omanu Beach) located on the western boundary of the Papamoa 2 block to Maketu (as shown on deed plan OTS-078-13), with the following areas of the coastal statutory acknowledgement being for the sole benefit of Ngā Pōtiki:

5.15.1 from Parakiri (Omanu Beach) located on the western boundary of the Papamoa 2 block to Wairakei; and

5.15.2 from Te Tumu to Maketu.

5.16 The coastal statutory acknowledgement in clause 5.14.3 applies to the area shaded dark blue on deed plan (OTS-078-13) and is limited to the marine and coastal area as defined in section 9 of the Marine and Coastal Area (Takutai Moana) Act 2011.

5.17 The statements of association are in part 1.1 of the documents schedule.

Kaitiaki-a-Rohe

5.18 The Crown acknowledges the intention of the Ngāi Te Rangi governance entity to transfer the statutory acknowledgements and the cultural redress property described as Waitao Stream property to the relevant Kaitiaki-a-Rohe, through the relevant hapu entities, following settlement. The Ngāi Te Rangi governance entity will notify the Crown and relevant consent authorities, the Environment Court, and the New Zealand Historic Places Trust as soon as reasonably practicable following the transfer of a statutory acknowledgement or the Waitao Stream property in accordance with this clause.

STATEMENTS OF ASSOCIATION

5.19 Part 1.2 of the documents schedule contains statements by Ngāi Te Rangi and Ngā Pōtiki that record their cultural, spiritual, historical and traditional association with:

5.19.1 Kopuaroa Canal (as shown on deed plan OTS-078-25);

5.19.2 Waiorooro River (as shown on deed plan OTS-078-14); and

5.19.3 Wairakei River (as shown on deed plan OTS-078-22).

KAURI POINT

5.20 The Crown is in Treaty settlement negotiations with Ngāti Tamatera and has identified Kauri Point as a potential cultural redress property to form part of the Ngāti Tamatera settlement package.

5.21 The Crown acknowledges that Kauri Point is also a site of cultural significance to Ngāi Te Rangi and have proposed that any redress over Kauri Point provided through the Ngāti Tamatera settlement also provide for the interests of Ngāi Te Rangi.

5.22 Should the interests of Ngāi Te Rangi in Kauri Point not be provided for through the Ngāti Tamatera settlement or any other settlement the Crown will after the settlement date work with Ngāi Te Rangi and the Western Bay of Plenty District Council in good faith to explore options to recognise the interests of Ngāi Te Rangi in Kauri Point including the possible transfer of title and co-management.

OFFICIAL GEOGRAPHIC NAMES

5.23 The settlement legislation will, from the settlement date, provide for each of the names listed in the second column to be the official geographic name for the features listed in the third and fourth columns:

Existing name	Official geographic name	Location (NZTopo50 and grid references)	Geographic feature type
	Mananui Hill	NZTopo50 BC36 636 493	Hill
	Te Hō Pā	NZTopo50 BC36 645 493	Hill
	Te Kura-a-Māia Pā	NZTopo50 BC36 641 490	Hill

Existing name	Official geographic name	Location (NZTopo50 and grid references)	Geographic feature type
	Tokopiko Rock	NZTopo50 BC36 646 492	Rock
	Titirākāhu Pā	NZTopo50 BC36 638 494	Hill
Hunters Creek	Ōtapu Creek	NZTopo50 BD36 729 338 to BD37 763 297	Creek
Shelly Bay	Paraparaumu/Shelly Bay	NZTopo50 BC36 633 491 to BC36 632 493	Bay
Anzac Bay, Bowentown Heads	Anzac/Waipaopao	NZTopo50 BC36 635 489 to BC36 641 489	Bay
Three Mile Creek	Waiorooro	NZTopo50 BC36 577 535 to BC36 612 545	Stream
Welcome Bay	Te Tehe/Welcome Bay	NZTopo50 BD37 814 208 to BD37 823 211	Bay
North Rock	North Rock/Te-Toka-a-Tirikawa	NZTopo50 BD37 801 312	Rock
Blue Gum Bay	Uretureture Bay	NZTopo50 BD36 699 372 to BD36 703 376	Bay

LETTERS OF INTRODUCTION

5.24 Following the date of this deed, the Minister for Treaty of Waitangi Negotiations will write to the entities identified in clause 5.25 to:

5.24.1 introduce the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity; and

5.24.2 encourage the entities identified in clause 5.25 to establish an ongoing relationship with Ngāi Te Rangi and Ngā Pōtiki.

5.25 The entities referred to in clause 5.24 are:

5.25.1 Maritime New Zealand;

5.25.2 Te Whare Wānanga o Awanuiarangi;

5.25.3 Ministry of Education;

5.25.4 Ministry for the Environment;

5.25.5 Ministry for Social Development;

5.25.6 Ministry for Health;

5.25.7 New Zealand Police;

5.25.8 Ministry of Business, Innovation and Employment;

5.25.9 Ministry of Primary Industries;

5.25.10 Department of Internal Affairs;

5.25.11 Ministry for Culture and Heritage;

5.25.12 Te Puni Kokiri;

5.25.13 Department of Conservation;

5.25.14 New Zealand Transport Agency;

5.25.15 Bay of Plenty Polytechnic;

5.25.16 Bay of Plenty Tertiary Partnership;

5.25.17 University of Waikato;

5.25.18 University of Auckland;

5.25.19 Transpower New Zealand Limited;

5.25.20 Tauranga City Council;

5.25.21 Western Bay of Plenty District Council;

5.25.22 Bay of Plenty Regional Council; and

5.25.23 Telecom New Zealand Limited.

Kopukairoa

5.26 A letter of introduction will be sent from the Minister for Treaty of Waitangi Negotiations to Telecom New Zealand Limited on behalf of Ngā Pōtiki a Tamapahore Trust in relation to Kopukairoa Maunga. A draft will be prepared for Ngā Pōtiki a Tamapahore Trust to consider no later than one month from the signing of the deed of settlement. The Crown further agrees to explore how it will initiate, support and encourage negotiations between Ngā Pōtiki and Telecom New Zealand in relation to Kopukairoa.

RELATIONSHIP WITH HOUSING NEW ZEALAND

5.27 The Crown acknowledges that Ngāi Te Rangi, Ngā Pōtiki and Housing New Zealand have objectives that overlap in relation to the provision of safe, affordable and quality housing.

5.28 The Crown acknowledges that Housing New Zealand owns properties within the traditional tribal rohe of Ngāi Te Rangi and Ngā Pōtiki.

5.29 The Crown acknowledges that members of Ngāi Te Rangi and Ngā Pōtiki have significant housing needs.

5.30 The Crown also acknowledges that Ngāi Te Rangi and Ngā Pōtiki have been actively exploring housing initiatives in discussions with Housing New Zealand.

5.31 The Crown further acknowledges that Ngāi Te Rangi, Ngā Pōtiki and Housing New Zealand have a positive relationship, which they intend to build upon to advance areas of mutual interest.

5.32 On the basis of the discussions that have taken place between Housing New Zealand and Ngāi Te Rangi and Ngā Pōtiki, the Crown understands that those parties intend:

5.32.1 within two months of initialling the deed, to meet to discuss Housing New Zealand properties within the traditional tribal rohe of Ngāi Te Rangi and Ngā Pōtiki that are of particular significance or interest to Ngāi Te Rangi and Ngā Pōtiki;

5.32.2 that following that meeting, Housing New Zealand will consider its current and future strategic objectives in relation to those properties; and

5.32.3 to then work together in good faith to examine whether there might be options in relation to some or all of the identified properties that could potentially further their overlapping housing related objectives in a way that is beneficial to all.

5.33 Housing New Zealand will also discuss and pursue other areas where the interests of Housing New Zealand and each of Ngāi Te Rangi and Ngā Pōtiki may overlap.

5.34 The Crown, Ngāi Te Rangi and Ngā Pōtiki acknowledge that any discussions that have occurred to date, and any discussions that will occur in the future, with Housing New Zealand are subject in all respects to the consideration and approval of Housing New Zealand's Board acting in accordance with its statutory objectives, powers and functions.

RIGHT OF FIRST REFUSAL (RFR) OVER CERTAIN SPECIES YET TO BE INTRODUCED INTO THE QUOTA MANAGEMENT SYSTEM

5.35 The Ngāi Te Rangi governance entity is to have a right of first refusal over certain species should they be introduced into the quota management system, as provided under clauses 5.36 to 5.39.

Delivery by the Crown of a RFR deed over certain quota

5.36 The Crown must, by or on the settlement date, provide the Ngāi Te Rangi governance entity with two copies of a deed (the "**RFR deed over certain quota**") on the terms and conditions set out in part 2 of the documents schedule and signed by the Crown.

Signing and return of RFR deed over certain quota by the Ngāi Te Rangi governance entity

5.37 The Ngāi Te Rangi 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

5.38 The RFR deed over certain quota will:

5.38.1 relate to the area of interest;

5.38.2 be in force for a period of 50 years from the settlement date; and

5.38.3 have effect from the settlement date as if it had been validly signed by the Crown and the Ngāi Te Rangi governance entity on that date.

Crown has no obligation to introduce or sell quota

5.39 The Crown and Ngāi Te Rangi agree and acknowledge that:

5.39.1 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

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

CULTURAL REDRESS GENERALLY NON-EXCLUSIVE

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

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6 FINANCIAL AND COMMERCIAL REDRESS

FINANCIAL REDRESS

6.1 The Crown must pay the Ngāi Te Rangi governance entity the following amounts:

6.1.1 $8,775,000, payable within 10 business days from the date of this deed; and

6.1.2 $11,775,000, payable within 10 business days from the date the draft settlement bill has been approved for introduction into the House of Representatives.

6.2 The Crown must pay the Ngā Pōtiki governance entity $3,000,000, within 10 business days from the date of this deed.

6.3 The amounts referred to in clause 6.1 and 6.2 are the financial and commercial redress amount of $29,500,000.00 less:

6.3.1 the on account payment referred to in clause 6.4; and

6.3.2 $50,000, being the value of the nominated shares transferred to the Ngāi Te Rangi governance entity in accordance with the deed recording on account arrangements.

ON ACCOUNT PAYMENT

6.4 The parties acknowledge that before the date of this deed the Crown paid $5,900,000 to the Ngāi Te Rangi governance entity on account of the settlement.

COMMERCIAL PROPERTIES

6.5 In relation to each commercial property:

6.5.1 the parties are to be treated as having entered into an agreement for the sale and purchase at its transfer value, plus GST if any, on the terms in part 7 of the property redress schedule and under which, on the commercial property settlement date:

(a) the Crown must transfer the property to the relevant governance entity; and

(b) the relevant governance entity must pay to the Crown an amount equal to the transfer value of the property, plus GST if any, by:

(i) bank cheque drawn on a registered bank and payable to the Crown; or

(ii) another payment method agreed by the parties.

6.6 The transfer of each commercial property will be subject to, and where applicable with the benefit of, the encumbrances provided in the property redress schedule in relation to that property.

6.7 The Ngāi Te Rangi governance entity intends to transfer the Te Papa properties, following settlement, to a Te Papa joint venture to be established by Ngāi Te Rangi and Ngāti Ranginui.

DEFERRED SELECTION PROPERTIES

Leaseback properties

6.8 The Ngāi Te Rangi governance entity may, for two years after settlement date, elect to purchase the leaseback properties described in table 4A of part 4 of the property redress schedule, on and subject to, the terms and conditions in parts 5 and 7 of the property redress schedule.

6.9 The leaseback properties are to be leased back to the Crown immediately after their purchase by the Ngāi Te Rangi governance entity. The form of lease to be entered into between the Ngāi Te Rangi governance entity and the Ministry of Education is set out in part 3 of the documents schedule. As the lease is a registrable ground lease, the Ngāi Te Rangi governance entity will be purchasing only the bare land, the ownership of the improvements remaining unaffected by the purchase.

Withdrawal of leaseback properties

6.10 In the event that any of the leaseback properties become surplus to the land holding agency's requirements, then the Crown may, at any time before the Ngāi Te Rangi governance entity has given a notice of interest in accordance with paragraph 5.2 of the property redress schedule in respect of the property, give written notice to the Ngāi Te Rangi governance entity advising it that a leaseback property or properties are no longer available for selection by the Ngāi Te Rangi governance entity in accordance with clause 6.8. The Ngāi Te Rangi governance entity's right to purchase under clause 6.8 ceases in respect of the property on the date of receipt of the notice by the Ngāi Te Rangi governance entity under this clause. To avoid doubt, the Ngāi Te Rangi governance entity will continue to have a right of first refusal in relation to the leaseback properties in accordance with clause 6.13.

Non-leaseback property

6.11 The Ngā Potiki governance entity may, for two years after settlement date, elect to purchase the deferred selection property described as Bell Road in table 4B of part 4 of the property redress schedule, on and subject to, the terms and conditions in parts 6 and 7 of the property redress schedule.

SETTLEMENT LEGISLATION

6.12 The settlement legislation will, on the terms provided by part 3 of the draft settlement bill, enable the transfer of the deferred selection properties and the commercial properties.

RFR FROM THE CROWN

6.13 The relevant governance entity is to have a right of first refusal in relation to a disposal by the Crown of RFR land that on the settlement date:

6.13.1 is vested in the Crown;

6.13.2 the fee simple for which is held by the Crown; or

6.13.3 is a reserve vested in an administering body that derived title to the reserve from the Crown and that would, on application of section 25 or 27 of the Reserves Act 1977, revest in the Crown.

6.14 The right of first refusal is:

6.14.1 to be on the terms provided by part 3 of the draft settlement bill; and

6.14.2 in particular, to apply:

(a) for a term of 174 years from the settlement date; but

(b) only if the RFR land is not being disposed of in the circumstances provided by sections 78 to 85 of the draft settlement bill.

6.15 [The parties acknowledge that it is the intention of Ngāi Te Rangi and Ngā Pōtiki to deal directly with Housing New Zealand with regard to a right of first refusal over its properties.]

Transfer of commercial properties and leaseback properties to relevant hapu entities

6.16 The Crown acknowledges the intention of the Ngāi Te Rangi governance entity to transfer the commercial properties and the leaseback properties to the relevant hapu entities, following settlement.

7 SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

SETTLEMENT LEGISLATION

7.1 The Crown must propose the draft settlement bill for introduction to the House of Representatives by the later of the following dates:

7.1.1 12 months after the date of this deed; or

7.1.2 12 months after the signing of the collective deed.

7.2 The draft settlement bill proposed for introduction must:

7.2.1 include all matters required to give effect to the deed;

7.2.2 reflect, as appropriate for the purposes of Parliament, the drafting conventions of the Parliamentary Counsel Office; and

7.2.3 be in a form that is satisfactory to the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity and the Crown.

7.3 Ngāi Te Rangi, Ngā Pōtiki, the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity will support the passage through Parliament of the settlement legislation.

SETTLEMENT CONDITIONAL

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

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

7.5.1 clauses 5.1 and 5.2;

7.5.2 clauses 6.1, 6.2 and 6.4;

7.5.3 clauses 7.1 to 7.9; and

7.5.4 paragraph 1.3, and parts 2, 4 to 8, of the general matters schedule.

EFFECT OF THIS DEED

7.6 This deed:

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

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

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

TERMINATION

7.8 The Crown, or the Ngāi Te Rangi governance entity and the Ngā Pōtiki governance entity (together), may terminate this deed by notice to the other, if:

7.8.1 the settlement legislation has not come into force within 36 months after the date of this deed; and

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

7.9 If this deed is terminated in accordance with its provisions:

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

7.9.2 subject to this clause, this deed does not give rise to any rights or obligations; and

7.9.3 this deed remains "without prejudice"; but

7.9.4 the parties intend that every payment made (or referred to) under clauses 5.1, 5.2, 6.1, 6.2, 6.3.2, 6.4 or part 2 of the general matters schedule is taken into account in any future settlement of the historical claims; and

7.9.5 despite clause 7.6, the Crown may produce this deed to any Court or tribunal considering the quantum of any redress to be provided by the Crown in relation to any future settlement of the historical claims.

8 GENERAL, DEFINITIONS AND INTERPRETATION

GENERAL

8.1 The general matters schedule includes provisions in relation to:

8.1.1 the implementation of the settlement; and

8.1.2 the Crown's:

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

(b) tax indemnities in relation to redress; and

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

8.1.4 amending this deed.

HISTORICAL CLAIMS

8.2 In this deed, **historical claims**:

8.2.1 means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that Ngāi Te Rangi and Ngā Pōtiki , or a representative entity, had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that:

(a) is, or is founded on, a right arising:

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

(ii) under legislation; or

(iii) at common law, including aboriginal title or customary law; or

(iv) from fiduciary duty; or

(v) otherwise; and

(b) arises from, or relates to, acts or omissions before 21 September 1992:

(i) by, or on behalf of, the Crown; or

(ii) by or under legislation; and

8.2.2 includes every claim to the Waitangi Tribunal to which clause 8.2.1 applies that relates exclusively to Ngāi Te Rangi and Ngā Pōtiki, or a representative entity, including the following claims:

(a) Wai 42 – K. Bluegum, D. Murray, Katikati & Te Puna Blocks (Athenree Forest) claim;

(b) Wai 42c - D. Murray (Ngāi Tamawhariua claim);

(c) Wai 159 – I. Berkett, Tuhua Island (Te Urungawera) claim;

(d) Wai 162 – R. Ohia, Tahuwhakatiki Trust claim;

(e) Wai 209 – J. Gray, Otawa Kaiate Trust claim;

(f) Wai 211 - M. Ellis & H. Burton, Whareroa Blocks claim (Ngāti Tukairangi);

(g) Wai 228 - T. Kuka, Matakana Island claim;

(h) Wai 266 - S. Tawhiao, Matakana Island claim;

(i) Wai 342 - T. Heke-Kaiawha, Ngāti He lands claim;

(j) Wai 353 - P. Nicholas, Mt Maunganui & Tauranga City land claim (Ruawahine and Ngāi Tukairangi);

(k) Wai 360 - L. Waka, Matapihi Ohuki No. 3 claim;

(l) Wai 465 - L. Grey, Maungatapu & Kaitemako claim (Kaitemako B&C);

(m) Wai 489 - T. Faulkner, Whareroa Blocks claim (Ngāti Kuku);

(n) Wai 522 - K. Bluegum, Western Bay of Plenty claim (Ngāi Tamawhariua);

(o) Wai 540 - K. Ngātai, Ngāi Te Rangi whanui claim;

(p) Wai 546 – T. Stockman and P. Ihaka, Ngāti Tapu Tribal Lands claim;

(q) Wai 636 – W. McLeod, Papamoa No. 2 Section 6B No. 1A Block claim;

(r) Wai 668 – W. Te Kani, M. Ellis & H. Burton. Ngāi Tukairangi Block claim (Ngāi Tukairangi Trust);

(s) Wai 715 - J. White Matakana Island Succession claim;

(t) Wai 717 – M. Duncan, Ngā Potiki Hapu Estate (Tauranga) claim;

(u) Wai 755 – T. Stockman, Rangiwaea Island Blcoks (Tauranga) claim (Te Whānau a Tauwhao/Te Ngare);

(v) Wai 807 - D. Tata & others, Motiti Island claim (Te Whānau a Tauwhao);

(w) Wai 817 - N. Hirama, Whareroa 2G No. 1A Block (Tauranga) claim;

(x) Wai 854 - J. Toma, Lot No 7. Tuingara (Matakana Island, Tauranga) claim (Ngāi Tamawhariua ki Matakana);

(y) Wai 938 - T. Wicks, Ngāi Tauwhao Tauranga Moana claim;

(z) Wai 947 - H. Ngatai, Ngāti Kuku Tauranga Moana land confiscation and alienation claim;

(aa) Wai 963 - K. Ngatai, Ngāi Tukairangi Western Bay of Plenty claim;

(bb) Wai 1061 – W. McLeod, Ngāti Kahu Mangatawa No. 2 Block claim;

(cc) Wai 1078 - H. Palmer Ngāi Te Rangi (Rotorua Inquiry) claim;

(dd) Wai 1328 – M. Duncan, Ngā Pōtiki Land Banking Policy claim;

(ee) Wai 1355 – M. Kakau, Kakau Whānau claim (Papamoa 2);

(ff) Wai 1774 – R. Ellis, Otauna block claim (Ngāti Tapu hapū of Ngāi Te Rangi);

(gg) Wai 1785 – E. Potene, Te Whānau a Roretana Te Whānau a Tauwhao claim (Hapū of Ngāi Te Rangi);

(hh) Wai 1792 – T. Te Kawana, T Wepiha, and K. Hawkes –Wepiha Whānau claim (Ngā Potiki hapū of Ngāi Te Rangi);

(ii) Wai 2252 – C. Pakuru, Ngāti Te Ngare lands (Pakuru) claims (Ngāti Te Ngare hapū of Ngāi Te Rangi);

(jj) Wai 2263 – P. Wharekawa, Waitangi Tribunal claim (Ngāi Tamawhariua, Ngāi Tuwhiwhia, and Ngāti Tauiti of Ngāi Te Rangi); and

8.2.3 includes every other claim to the Waitangi Tribunal to which clause 8.2.1 applies, so far as it relates to Ngāi Te Rangi and Ngā Pōtiki, or a representative entity, including the following claims:

(a) Wai 47 – W. Ohia, Pukenga Land claim (Ngāi Te Rangi, Ngāti Ranginui, Ngāti Pukenga);

(b) Wai 383 – C. Bidois, Katikati Te Puna Purchase Claim (lodged 13 September 1993, withdrawn 23 July 1998);

(c) Wai 365 – R. Tooke, Matakana Island claim (Matakana Island);

(d) Wai 580 – T. Faulkner, M. Ellis & others, Otamataha Lands claim (Otamataha);

(e) Wai 603 – W. Te Kani, Tauranga Moana – Public Works Takings and Crown Activities claim (Papakanui Trust);

(f) Wai 645 – E. Ngatai, Tauranga Moana Maori Trust Board Act claim (Tauranga Moana Maori Trust Board);

(g) Wai 701 – C. Bidios & M. Ellis, Katikati & Te Puna Blocks (Athenree Forest) claim;

(h) Wai 1462 - Tuhua Island claim;

(i) Wai 1793 – T. R Te Keeti, Wairoa and Valley Roads Lands claim (Ngāti Pango, Ngāti Kuku, Ngāti Kahu and Ngāti Tamahapai);

(j) Wai 2042 – N. Whānau, Nikora Whānau Lands claim (Tauwhao hapū, Coromandel and Tauranga); and

(k) Wai 2265 – K. Marsden and T. Black, Kaitimako B block claim Ngāti Pukenga, Ngāi Te Rangi and Ngāti He).

8.3 However, **historical claims** does not include the following claims:

8.3.1 a claim that a member of Ngāi Te Rangi and Ngā Pōtiki, or a whānau, hapū, or group referred to in clause 8.5.2 or 8.6.2, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in clause 8.5.1 or 8.6.1; and

8.3.2 a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 8.3.1.

8.4 To avoid doubt, clause 8.2.1 is not limited by clauses 8.2.2 or 8.2.3.

NGĀI TE RANGI AND NGĀ PŌTIKI

8.5 According to Ngāi Te Rangi and Ngā Pōtiki tradition, Ngā Pōtiki are a hapū of Ngāi Te Rangi. However for treaty settlement purposes Ngāi Te Rangi and Ngā Pōtiki have agreed that:

8.5.1 Ngāi Te Rangi and Ngā Pōtiki have been recognised by the Crown as separate large natural groups;

8.5.2 as documented in the background to this deed, the Crown has recognised:

(a) Te Runanga o Ngāi Te Rangi Trust as mandated to settle the historical treaty claims of Ngāi Te Rangi; and

(b) Ngā Potiki o Tamapahore Trust as mandated to settle the historical treaty claims of Ngā Potiki; and

8.5.3 Ngāi Te Rangi and Ngā Pōtiki as defined in clause 8.6 and 8.7 will each receive a specific and exclusive settlement redress package.

8.6 In this deed, **Ngāi Te Rangi** means:

8.6.1 the collective group composed of individuals who descend from one or more Ngāi Te Rangi ancestors; and

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

(a) Te Whānau a Tauwhao;

(b) Ngāi Tamawhariua;

(c) Ngāti Tauaiti;

(d) Ngāi Tuwhiwhia;

(e) Te Ngare;

(f) Ngāi Tukairangi;

(g) Ngāti Kuku;

(h) Ngāti Tapu;

(i) Ngāti He; and

8.6.3 every individual referred to in clause 8.6.1.

8.7 In this deed, **Ngā Pōtiki** means:

8.7.1 the collective group composed of individuals who descend from one or more Ngā Pōtiki ancestors; and

8.7.2 every whānau, hapū or group to the extent that it is composed of individuals referred to in clause 8.7.1, including the following groups:

(a) Ngāti Kaahu;

(b) Ngāti Tahuora;

(c) Ngāti Puapua;

(d) Ngāti Mate Ika;

(e) Ngāti Pou;

(f) Ngāti Hinetoro;

(g) Ngāti Kiriwera;

(h) Ngāti Kauae;

(i) Ngāti Kiritawhiti;

(j) Ngāti Turumakina;

(k) Ngāti Patukiri;

(l) Ngāti Homai; and

8.7.3 every individual referred to in clause 8.7.1.

8.8 For the purposes of clauses 8.6.1 and 8.7.1:

8.8.1 a person is **descended** from another person if the first person is descended from the other by:

(a) birth; or

(b) legal adoption; or

(c) Māori customary adoption in accordance with Ngāi Te Rangi's or Ngā Pōtiki's tikanga (Māori customary values and practices); and

8.8.2 **Ngāi Te Rangi ancestor** means an individual who:

(a) exercised customary rights by virtue of being descended from:

(i) Te Rangihouhiri and/or Tamapahore; and

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

(b) exercised those customary rights predominantly in relation to the Ngāi Te Rangi area of interest any time after 6 February 1840;

8.8.3 **Ngā Pōtiki ancestor** means an individual who:

(a) exercised customary rights by virtue of being descended from:

(i) the eponymous Ngā Pōtiki ancestor Tamapahore, through his children Uruhina, Kiritawhiti, Rereoho, Pupukino, Kahukino, Tamapiri, Ngaparetaihinu, and Parewaitai; and/or

(ii) one or more of Tamapahore's siblings Tamauruoa, Tamapinaki, and Werapinaki; and

(iii) a recognised ancestor of any of the groups referred to in clause 7.2.2; and

(b) exercised those customary rights predominantly in relation to the Ngā Pōtiki area of interest any time after 6 February 1840.

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

(a) rights to occupy land; and

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

8.8.5 to avoid doubt:

(a) an individual is descended from a Ngāi Te Rangi ancestor or Ngā Pōtiki ancestor whether, in accordance with clause 8.8.1(b) or 8.8.1(c), they have been adopted into or out of a family where a parent is descended from a Ngāi Te Rangi ancestor or Ngā Pōtiki ancestor; and

(b) an individual is descended from a Ngāi Te Rangi ancestor or Ngā Pōtiki ancestor if they are a member of a family where a parent is descended from Ngāi Te Rangi or Ngā Pōtiki tūpuna by virtue of clause 8.8.5.

ADDITIONAL DEFINITIONS

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

INTERPRETATION

8.10 Part 6 of the general matters schedule applies to the interpretation of this deed.

SIGNED as a deed on [***date***]

SIGNED by the trustees of the)
NGĀI TE RANGI SETTLEMENT TRUST)
for and on behalf of **NGĀI TE RANGI**)
and as trustees of)
NGĀI TE RANGI SETTLEMENT TRUST)
in the presence of:)

[***name***]

Signature of witness

[***name***]

Witness name

Occupation

Address

SIGNED by the trustees of the)
NGĀ PŌTIKI A TAMAPAHORE TRUST)
for and on behalf of **NGĀ PŌTIKI**)
and as trustees of)
NGĀ PŌTIKI A TAMAPAHORE TRUST)
in the presence of:)

[***name***]

Signature of witness

[***name***]

Witness name

Occupation

Address

SIGNED for and on behalf of **THE CROWN** by:)
)
The Minister for Treaty of Waitangi)
Negotiations, in the presence of:)

Hon Christopher Finlayson

Signature of witness

Witness name

Occupation

Address

The Minister of Finance)
(only in relation to the tax indemnities given in)
part 3 of the general matters schedule of this)
deed))
in the presence of:)

Hon Simon William English

Signature of witness

Witness name

Occupation

Address