

TE PATUKIRIKIRI

and

THE CROWN

**DEED OF SETTLEMENT OF
HISTORICAL CLAIMS**

[DATE]

Scott El

DEED OF SETTLEMENT

PURPOSE OF THIS DEED

This deed –

- sets out an account of the acts and omissions of the Crown before 21 September 1992 that affected Te Patukirikiri and breached Te Tiriti o Waitangi/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 Te Patukirikiri; and
- specifies the cultural redress, and the financial and commercial redress, to be provided in settlement to the governance entity that has been approved by Te Patukirikiri to receive the redress; and
- includes definitions of –
 - the historical claims; and
 - Te Patukirikiri; and
- provides for other relevant matters; and
- is conditional upon settlement legislation coming into force.

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DEED OF SETTLEMENT

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SCHEDULES

GENERAL MATTERS

- 1. Implementation of settlement**
- 2. Interest**
- 3. Tax**
- 4. Notice**
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- 6. Defined terms**
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PROPERTY REDRESS

- 1. Disclosure information and warranty**
- 2. Vesting of cultural redress properties**
- 3. Deferred selection properties**
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DOCUMENTS

- 1. Statements of association (statutory acknowledgement)**
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- 7. Letter of facilitation**
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ATTACHMENTS

- 1. Area of interest**
- 2. Deed plans**
- 3. Te Rerenga School House site (land only) diagram**
- 4. Aotea RFR land**
- 5. Draft settlement bill**



Initialling version for presentation to Te Patukirikiri for ratification purposes.

DEED OF SETTLEMENT

DEED OF SETTLEMENT

THIS DEED is made between

TE PATUKIRIKIRI

and

THE CROWN

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DEED OF SETTLEMENT

1 BACKGROUND

TE PATUKIRIKIRI BACKGROUND

- 1.1 In this background section Te Patukirikiri describe their kōrero tuku iho (history) about their origins.
- 1.2 Te Patukirikiri trace their principal descent from their eponymous tupuna Kapetaua. Tawake is a descendant of the Nga Tokimatawahaorua waka from Northland and the father of Kapetaua, while Te Auwhangarahi, his mother, was of Te Uri o Pou and Wai o Hua descent of the east Auckland districts. Tawake and Te Auwhangarahi were residing at Oue (Duders Beach area) near the Wairoa estuary (Clevedon) at the time their children, Tairuhi, a daughter, and Kapetaua, a son, were born to them.
- 1.3 Eventually Tairuhi married Tarakumukumu, an influential Auckland Wai o Hua chief, and lived with him at his principal pā Kohimarama. As a young boy Kapetaua upset his brother-in-law Tarakumukumu by innocently experimenting with his brother-in-law's oils and heru (combs) while visiting his sister at Kohimarama.
- 1.4 In response Tarakumukumu decided to teach Kapetaua a lesson and took the boy fishing with him not long after the incident. They fished for a while in the Waitematā Harbour and arriving at one of the rocks offshore, Tarakumukumu instructed Kapetaua to get out onto the rock and collect kūtai (mussels) to replenish their bait, and while Kapetaua was upon the reef Tarakumukumu abandoned him there. This rock became known as Te Toka a Kapetaua, or the rock of Kapetaua, but today this rock and reef is more commonly referred to as Bean Rock.
- 1.5 When Tarakumukumu returned to the pā alone dusk was approaching and Tairuhi enquired as to the whereabouts of her brother, to which he replied that he did not know, and he was perhaps off playing with some of the other boys. To alleviate her uneasiness about her brother's safety Tairuhi decided to occupy herself in the kūmara gardens. As twilight approached and as the daily bustle of pā noises decreased around her as night began to settle she heard a faint cry for help drifting across the harbour. Scanning the waters of the harbour she noticed some movement offshore, which could only be Kapetaua. She quickly hurried down to the shore and took a wakatētē (small canoe) and paddled out to discover Kapetaua struggling to tread water. She quickly collected her brother and returned to shore under the cover of darkness, and sent him to conceal himself near the gardens and informed him of the danger should he be discovered.
- 1.6 She immediately sent one of her retainers to her father Tawake at Oue Pā, to inform him of what had transpired and that Kapetaua would need to be collected by him as soon as possible. In the meantime Kapetaua remained hidden, waiting for his father.
- 1.7 The following morning Tarakumukumu was informed that his father-in-law was en route to the pā, so he prepared a feast to receive them. However when Tawake arrived he waited on the shore, ignoring his son-in-law's call of hospitality. Kapetaua made his way to the shoreline and was seen by Tarakumukumu emerging from the foliage to join his father in his waka, where they immediately departed for home at Oue Pā.

DEED OF SETTLEMENT

1: BACKGROUND

- 1.8 By this act Tarakumukumu realised that he had been marked for utu (revenge).
- 1.9 As Kapetaua grew he trained hard to become a very competent warrior. The urge to avenge himself on his brother-in-law burned deeply within him, and when the time came he selected his tāua (war party) of only 60 men and went through the proper rites for a successful mission. By this time, Tarakumukumu and his people were occupying their main Waiheke Island pā.
- 1.10 When all was ready, Kapetaua set off for the short trip to Waiheke Island, and arriving as planned at Whakanewa just after nightfall, he and his men ascended under darkness the dividing ridge between Whakanewa and Rangihoua Pā, and descended upon the pā. To their surprise, they noticed a lack of sentries in the area, and later discovered that most of the people were in discussion within the great house, or wharenuī, Mahitukua, which backed onto a rock cliff. Leaving his men outside to guard against any escape, Kapetaua entered the wharenuī, and keeping to the shadows listened to the conversation circulating within.
- 1.11 Surprisingly, the discussion was focussed on his expedition against them, and as good fortune would have it they had miscalculated the timing of his expected expedition. When a query arose as to what Kapetaua may look like now that he was a young man, he stood and responded "perhaps he looks like me", and leapt back out through the door. Giving a signal his men immediately set fire to the wharenuī, and while some of them stood guard at the doors and windows to prevent any escape from Mahitukua, the remainder of his men slew those people not inside the great house. As a result many died that night at Rangihoua Pā, however some did escape the attack, including Tarakumukumu, whom it appears was not in the great house at the time.
- 1.12 The expedition took two further pā at Putiki Bay, being Kapuamotomoto and Kupapa, and another called Kohairoa, further east than that. With these people no longer a threat, Kapetaua was free to pursue Tarakumukumu to the Takapuna area, where he caught and executed Tarakumukumu at Rahopara Pā (Milford).
- 1.13 Satisfied that he had avenged himself against Tarakumukumu, Kapetaua was free to claim by right of conquest his brother-in-law's old estate in Auckland.
- 1.14 Kapetaua soon left Oue Pā, leaving that area to his parents' Uri o Pou section and their relatives, areas which included Pakuranga, Awakarahi, Mangemangeroa, Ohuirangi, Tuwakamana, Te Kowhai, Mananui, Maraetai, and Whakakaiwhara, while he moved to Kohimarama Pā, from which location he exercised his newly gained authority over the old domains of Tarakumukumu. In accordance with customary tradition, he took possession of pā at Waiheke Island, Ōkahu, Ōrākei, Maungauika, Takarunga, Kiritai, Takapuna, Rahopara, and Wairau, and later some of his descendents settled at Orere and Kawakawa.
- 1.15 During this time the other Wai o Hua and Uri o Pou sections of Auckland remained neutral to the conflict between the brothers-in-law, as in their eyes this dispute that ended with the death of Tarakumukumu was an internal whānau matter. The other two residing East Auckland tribes at that time were not of direct Wai o Hua descent. These were Ngai Tuhuhu and Ngāti Taihaua (Ngāti Tai). These iwi also remained neutral, and accepted Kapetaua as the newly formed authority in the East Auckland district.

DEED OF SETTLEMENT

1: BACKGROUND

Unfortunately for these two tribes, they were later dispossessed of their tribal authority and estate in the area for a murder committed against another iwi in the Tāmaki River area.

- 1.16 Wai o Hua and Uri o Pou were closely related to Ngāti Huarere. These tribes were all of the Arawa waka, with the latter residing throughout Hauraki, particularly in the northern districts of the region. Due to this blood relationship, Kapetaua soon learnt of a famous cultivation in Kapanga (Coromandel) called Te Rakato, which the local Huarere people were extremely proud of. Coveting this cultivation, Kapetaua raised an expedition and crossed the Hauraki Gulf / Tīkapa Moana, travelling to Kapanga and taking possession of Te Rakato from his Ngāti Huarere relatives.
- 1.17 That was the first major move into Hauraki by the tupuna of Te Patukirikiri.
- 1.18 From there, Kapetaua and his son, Te Uira, intermarried with the local Ngāti Huarere people in the area, and their descendents grew in numbers to take possession of areas throughout the Moehau region, particularly at Tokatea, Koputauaki, Kikowhakarere, Kennedy Bay, and Whangapoua.
- 1.19 In the meantime, his people who remained in Auckland retained possession and defended his domains there, living in close proximity with his mother's people.
- 1.20 Following this, another famous warrior arrived in Hauraki searching for his father. This was Marutūāhu, who took two local women of Kahui Ariki and Uri o Pou descent as wives, and with their people avenged his father's mistreatment and soon settled with them and their people at Whakatiwai, on the western shores of the Hauraki Gulf / Tīkapa Moana. This district abutted the east Auckland district. Needless to say, these two sections of Uri o Pou (Whakatiwai and east Auckland) were very closely related.

Patukirikiri blood relationships

- 1.21 To set the background to the relationship of Patukirikiri with the Marutūāhu people in both Auckland and Hauraki we must turn our attention to how that relationship was established without affecting the autonomy and authority of the tribes involved. For example, Patukirikiri in Auckland are more closely related to Ngāti Paoa, while in Hauraki they are more closely related to Ngāti Tamaterā, both the latter named being primary tribal groups of the Marutūāhu people.
- 1.22 The Marutūāhu history in relation to Auckland began with the arrival of the Arawa and Tainui waka in Auckland and Hauraki regions around the 1300s AD. Some of the crew of both waka disembarked in Hauraki and again in Auckland to begin their new lives.
- 1.23 Marama Kiko Hura, a junior wife of Hoturoa, the captain of the Tainui waka, migrated to Hauraki shortly after the Tainui waka arrived in the Waikato region and established her people in Hauraki as Nga Marama. Needless to say, Nga Marama intermarried with those tribes of Arawa extraction.



DEED OF SETTLEMENT

1: BACKGROUND

The Marutūāhu people

- 1.24 When the tupuna Marutūāhu arrived in Hauraki seeking his father's whereabouts, the descendants of Arawa were already firmly established in the Auckland and Hauraki region, as were others like Patukirikiri. However the descendants of Huarere instigated a war with the Marutūāhu people by murdering one of their own close relatives, Waenganui, who had married the youngest son of Marutūāhu. Four generations later saw the general conclusion of this conflict, resulting in the Arawa waka influence being severed in both Hauraki and in Auckland.
- 1.25 In Auckland, Wai o Hua were not too concerned with the war in Hauraki as it fully favoured Ngāti Huarere, who by contrast to the Marutūāhu people, were well established in the region, were very numerous, and had a number of strong allies to call upon for aid. However, as the wars progressed Wai o Hua became exceedingly alarmed at the defeats their relations had suffered at the hands of the Marutūāhu.
- 1.26 As a result, Wai o Hua decided to take direct action against the Marutūāhu people, and commenced this warfare when the Wai o Hua branch living at Puketutu in Māngere were aware that Te Ureia, a Marutūāhu Taniwha, regularly basked in the Waitematā Harbour near an outcropping of rock known as Te Rotu o Ureia (Point Erin). At the instigation of his Puketutu people, Haumia invited Te Ureia to Māngere for a visit, where he was lured into the shallows and murdered. Their actions proved extremely costly for the Wai o Hua dynasty, particularly in Auckland.
- 1.27 These indiscretions against the Marutūāhu resulted in Ngāti Maru raising a Marutūāhu expedition principally consisting of Ngāti Whanaunga and Ngāti Tamaterā, and their respective allies, like Patukirikiri, who, through the marriage of Rangitaotao of Patukirikiri to Kunawhea, a daughter of Tamaterā, was obligated to accompany Ngāti Tamaterā in this expedition.
- 1.28 When Europeans arrived in the Moehau region, Patukirikiri were in possession of a large amount of tribal lands. Patukirikiri welcomed the newcomers, even allowing intermarriages to occur, encouraging Europeans to settle in the district.
- 1.29 When the tribes of Pare Hauraki returned to the Hauraki Gulf / Tīkapa Moana at the end of the Musket Wars, Te Patukirikiri were well-positioned to trade with the trickle of Europeans who were making their way into the region seeking wealth from its timber and to trade European goods for Māori agricultural produce. Pita Taurua, Makoare Te Pukeroa, and Kapanga Te Arakuri of Te Patukirikiri levied the sum of £6 on ships entering Coromandel Harbour. European entrepreneurs sought interests in Māori land, particularly in the months leading up to the signing of the Treaty of Waitangi in 1840. Te Patukirikiri were among a number of tribes who entered into agreements with these Europeans, which were recorded in the form of European deeds. While Europeans generally seemed to have seen these transactions as purchases, they took place in a Māori context where agreements were seen as enhancing tribal interests rather than extinguishing them. Harbours were seen as particularly valuable and there were a number of transactions involving Te Patukirikiri around Coromandel Harbour and the islands outside its heads.

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1: BACKGROUND

NEGOTIATIONS

- 1.30 Te Patukirikiri gave the mandated negotiators a mandate to negotiate a comprehensive settlement of historical Treaty claims of Te Patukirikiri with the Crown by a hui-a-iwi in Coromandel held on 6 March 2011.
- 1.31 The Crown recognised the mandate on 29 June 2011.
- 1.32 The mandated negotiators and the Crown –
- 1.32.1 entered into an agreement in principle equivalent dated 22 July 2011; and
 - 1.32.2 since the agreement in principle equivalent, have –
 - (a) had extensive negotiations conducted in good faith; and
 - (b) negotiated and initialled a deed of settlement.

RATIFICATION AND APPROVALS

- 1.33 Te Patukirikiri have unanimously ratified and approved, between 29 June 2013 and 14 July 2013, the governance entity receiving the redress to be provided by the Crown to Te Patukirikiri in settlement of their historical claims.
- 1.34 The Crown, on 2 September 2013, recognised that the results of the ratification referred to in clause 1.33 demonstrated sufficient support from Te Patukirikiri for the governance entity to receive the redress under this deed.
- 1.35 Te Patukirikiri have, since the initialling of the deed of settlement, by a majority of []%, ratified this deed and approved its signing on their behalf by the mandated negotiators.
- 1.36 The unanimous vote referred to in clause 1.33 and the majority referred to in clause 1.35 are of valid votes cast in a ballot by eligible members of Te Patukirikiri.
- 1.37 The governance entity approved entering into[the deed of covenant referred to in clause 1.39.2], and complying with, this deed by [**process (resolution of trustees, etc)**] on [**date**].
- 1.38 The Crown is satisfied –
- 1.38.1 with the ratification and approvals of Te Patukirikiri referred to in clauses 1.33 and 1.35; and
 - 1.38.2 with the governance entity's approval referred to in clause 1.37; and
 - 1.38.3 the governance entity is appropriate to receive the redress.

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1: BACKGROUND

ESTABLISHMENT OF GOVERNANCE ENTITY

1.39 The governance entity –

1.39.1 has been established to receive the redress on behalf of Te Patukirikiri;

1.39.2 has executed a deed of covenant in the form attached in part 9 of the documents schedule; and

1.39.3 is treated as having been a party to this deed and must comply with all obligations of the governance entity under this deed.

AGREEMENT

1.40 Therefore, the parties –

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

1.40.2 agree and acknowledge as provided in this deed.



DEED OF SETTLEMENT

2 HISTORICAL ACCOUNT

- 2.1 The Crown's acknowledgements and apology to Te Patukirikiri in part 3 are based on this historical account.

INTRODUCTION

- 2.2 In the early nineteenth century Te Patukirikiri exercised customary interests in lands at Waiheke, Waiaua (Coromandel), Te Whare-kai-atua (Colville), Whangapoua, and in the western Hauraki Plains. As Te Patukirikiri increasingly came into contact with Pākehā in their rohe in the 1820s, members of the iwi sought to pursue related commercial opportunities. Te Patukirikiri also began entering into land agreements with Pākehā, notably a transaction with two settlers concerning Whanganui Island in 1836.

THE LAND CLAIMS COMMISSION

- 2.3 In 1840 the Crown established a Land Claims Commission to investigate pre-Treaty land purchases by private parties. If the land the Crown considered to have been validly purchased was greater than the area it granted to settlers the Crown's policy was to retain the balance of the land itself, as 'surplus land', on the basis the original transaction had extinguished Māori customary title. The Crown retained approximately 173 acres of 'surplus' lands from investigation into the Whanganui Island transaction. During the investigation no adequate survey of the purchase was made and no investigation was made into whether Te Patukirikiri retained adequate lands for their needs.
- 2.4 In many instances in 1844 and 1845 the Crown waived its Treaty-right to pre-emptive purchasing to allow settlers to purchase land directly from Māori. The Crown committed to reserve ten per cent of the land, or tenths, from each sale for public purposes, specifically for the benefit of Māori.
- 2.5 In 1845 settlers purchased 850 acres at Waiheke and 800 acres at Coromandel and Cape Colville from Te Patukirikiri in pre-emption waiver purchases. During the Crown's investigations, no surveys were required and no tenths were set aside. The Crown also made no assessment of the adequacy of lands remaining in Te Patukirikiri ownership.
- 2.6 In 1845 the Crown ceased issuing pre-emption waiver certificates, and commissioners were appointed to investigate the pre-emption waiver transactions. In November 1846 the Crown reneged on its commitment to reserve tenths. The Crown applied its surplus lands policy when granting land to settlers, and land not awarded to settlers was retained by the Crown as 'surplus land'.

GOLD FIELD AGREEMENTS

- 2.7 In 1852 gold was discovered in Hauraki. In November that year, some Marutūāhu, including Te Patukirikiri, agreed with the Crown at a hui at Patapata that some Māori-owned land could be licensed for gold prospecting and mining for three years. The land was to remain in Māori ownership and the Crown would manage the licences. The

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

Crown was to make regular lease-payments to the Māori landowners. However, only a small amount of gold was mined in the 1850s.

- 2.8 In 1861 the Otago gold rush led to renewed interest in gold mining in Hauraki. Again, Te Patukirikiri, along with other Marutūāhu, entered into a general agreement with the Crown to allow prospecting on Māori land. In July 1862 they further agreed with the Crown on the opening of the Kapanga, Ngarukehu, and Matawai mining blocks around Coromandel Harbour. Under this agreement Māori right-owners were to be paid £1 per miner per annum.

WAR AND RAUPATU

- 2.9 By the early 1860s rising tensions between the Crown and some Māori had led to the establishment of the Kīngitanga in the Waikato. On 12 July 1863 the Crown invaded the Waikato when its armed forces crossed the Mangatāwhiri Awa. The Crown considered South Auckland and Hauraki lands strategically important because of the need to protect supply lines and settlements in and around Auckland. During the war which followed, the Crown occupied lands of some Pare Hauraki, including lands near Pūkoro in which Te Patukirikiri had customary interests.
- 2.10 On 31 October 1863 the Crown proclaimed a blockade of the Hauraki Gulf / Tīkapa Moana. The Crown dispatched HMS Miranda and HMS Sandfly to prevent supplies reaching the Kīngitanga, and to patrol for Māori believed to be opposing the Crown presence in the Waikato. According to Te Patukirikiri they felt intimidated by the actions of these vessels in the coastal areas of their rohe. The Crown further established a number of military bases in the Hauraki district.
- 2.11 The Crown regarded Māori who had opposed its invasion as 'rebels'. The Crown subsequently confiscated large areas of Māori land. The East Waikato confiscation district, proclaimed in 1865, included land in which Te Patukirikiri had customary interests. In carrying out raupatu the Crown extinguished all customary interests Māori had in the confiscated lands. The Crown subsequently paid Te Patukirikiri monetary compensation for their interests in the East Waikato confiscation district.

THE NATIVE LAND COURT

- 2.12 The Native Land Court was established under the Native Lands Acts of 1862 and 1865, and held its first hearings in the Hauraki district in 1865. The acts establishing the Native Land Court set aside the Crown's Article Two Treaty of Waitangi right of pre-emption, enabling individual Māori to dispose of their property by lease or sale to private parties or the Crown once title had been awarded.
- 2.13 Any Māori could initiate a title investigation by submitting an application to the Native Land Court. When the court decided to hear an application, all those with customary interests needed to participate in the hearing if they wished to be included in the Crown title, regardless of whether they wanted a Crown title or not. Customary tenure was complex and facilitated multiple forms of land-use through shared relationships with the land. The new land laws required those rights to be fixed within a surveyed boundary and did not necessarily include all those with a customary interest in the land. Under

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

Māori customary title land was held communally. When Crown title was awarded to Māori, interests were awarded to named individuals.

- 2.14 In July 1865 the Native Land Court investigated ten claims regarding Coromandel blocks brought before it by Te Patukirikiri rangatira. These were awarded to the Te Patukirikiri rangatira named in the claims. Another thirteen Coromandel blocks were brought before the court in October and December 1865. These were variously awarded to Te Patukirikiri rangatira and rangatira of another Marutūāhu iwi. Between August 1865 and April 1869 the Native Land Court investigated title for fourteen blocks, totalling 6500 acres, on Waiheke. Te Patukirikiri were awarded interests with another Marutūāhu iwi in two of these, the 43-acre Te Rangihoua 1 block and the 206-acre Te Rangihoua 2 block.
- 2.15 Soon after these awards many of the owners of these blocks sold their interests. For example, the two Waiheke blocks shared with another Marutūāhu iwi were purchased by a settler in 1866 and 1868, while the 167-acre Taumatawahine block at Coromandel was sold by a Te Patukirikiri rangatira to settlers in 1871. By this point Te Patukirikiri were left in possession of Motutapere Island, the 778-acre Kapanga block, and little else.

RESIDENCE SITE LICENCES

- 2.16 In the 1860s, with the owners' agreement, the Crown included occupation and other rights in its gold mining licences. Residence site licences were incorporated in the new mining legislation regime which was introduced in the early 1870s. In return for a small annual fee, licensees received a long-term and renewable right to occupy and build upon a site of up to one acre, for which the Crown collected fees which it paid to Māori landowners in addition to mining lease payments. Licensees did not have to be gold miners. Māori were unable to remove their lands from such agreements, although the Crown had the power to cancel licences. Despite the decline of gold mining in Hauraki after the 1860s, the Crown did not revoke the declarations of the goldfields, which meant that residence site licences and the lands they concerned remained subject to Crown control. The Crown continued to grant residence site licences through to the late 1920s.
- 2.17 Throughout the nineteenth and twentieth centuries the Crown did not ensure rents for the licences or leases were regularly revised to account for inflation, which meant Māori landowners frequently received rents for their lands which were well below market values. In 1962 Parliament passed the Mining Tenures Registration Act, which removed the Crown's power to cancel licences for breach of the original conditions of use and converted the licences to leases renewable every twenty-one years in perpetuity. In 1976 some Pare Hauraki leaders sought a resolution to their outstanding residence site licence grievances in the High Court. They were unsuccessful. However, in 1980 they reached an agreement with the Crown. The Crown made compensation for lands subject to residence site licences, for the inadequacy of past rents, and for Māori having no alternative but to have those lands purchased by the Crown.
- 2.18 By 1871 Te Patukirikiri were virtually landless. Most of the little land remaining in individual iwi member's ownership was sold over the course of the twentieth century.

Web

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

At the end of the twentieth century, less than three per cent of the Hauraki rohe remained in Māori hands.

SOCIO-ECONOMIC CIRCUMSTANCES OF TE REO MĀORI

- 2.19 Prior to 1840 all Hauraki Māori spoke te reo Māori fluently. At the end of the nineteenth century many Hauraki Māori were bilingual, but most spoke te reo Māori as their primary means of communication. The first government Native School in Hauraki opened in 1883. The Crown saw the Native School system in part as a means of assimilating Māori, including Te Patukirikiri, into European culture. Māori children were strongly discouraged from speaking te reo Māori at school, and were punished if they did. Monolingualism increased in the period 1950-1975, when the effect of education policies was compounded by urbanisation. A new generation of parents were convinced that their children had to speak English to succeed in the Pākehā world. The supremacy of English-language mass media exacerbated this decline of te reo Māori. By 1975 five per cent of Māori children could kōrero Māori. By the end of the twentieth century, twenty-seven per cent of Hauraki Māori spoke te reo Māori. The decline of te reo Māori contributed to a loss of Te Patukirikiri mātauranga Māori.
- 2.20 In the twentieth and twenty-first centuries, Te Patukirikiri, like other Pare Hauraki, generally experienced poorer health, including lower life-expectancy and higher infant-mortality rates, than Pākehā. Pare Hauraki also experienced higher unemployment and lower mean annual income rates than the general New Zealand population during the twentieth and early twenty-first centuries.



DEED OF SETTLEMENT

HE KUPU TUKU IHO MŌ PATUKIRIKIRI

KŌRERO WHAKATAKI

- 2.2 I ngā tau tōmua o te rautau tekau mā iwa, he whānui te whakamahi a Te Patukirikiri i ōna pānga tuku iho ki ngā whenua i Waiheke, i Waiaua (Coromandel), i Te Whare-kai-atua (Colville), i Whangapoua, tae atu ki te taha uru o ngā mānia o Hauraki. Nā te whakapā haere a Te Patukirikiri ki te Pākehā i tō rātou rohe i ngā tau 1820, ka whai huarahi arumoni ētahi o te iwi. Ka uru hoki a Te Patukirikiri ki ngā whakaaetanga ā-whenua me te Pākehā, tūturu tonu, ko te whakawhitinga whenua ki ētahi Pākehā e rua, e pā ana ki te Motu o Whanganui i te tau 1836.

TE KŌMIHANA KERĒME WHENUA

- 2.3 I te tau 1840 ka whakatūria e te Karauna tētahi Kōmihana Kerēme Whenua hei āta tiro tiro i ngā hokonga whenua a ngā rōpū tūmataiti i mua i te hainatanga o te Tiriti. Mehemea he rahi ake te whenua i hokona ponotia i tērā rahinga i whakawhiwhia ai ki ngā Pākehā, ka pupurutia i raro i te kaupapahere a te Karauna te toenga o taua whenua, hei 'whenua toenga', i runga i te whakapono nā te whakawhitinga tuatahi i whakaweto te mana taketake Māori. Koinā i pupurutia ai e te Karauna, tata ana ki te 173 eka o ngā whenua 'toenga' mai i te tirohanga ki te whakawhitinga o te Motu o Whanganui. I te wā o te tirohanga, kāore i āta rūrihia te hokonga ā, kāore hoki i āta tirohia te rahinga whenua e tika ana hei orange mō Te Patukirikiri.
- 2.4 He nui ngā wā i te tau 1844 me te tau 1845, i whakarerea ai e te Karauna tana mana ā-Tiriti ki te hoko tuatahi, kia wātea ai ngā Pākehā ki te hoko whenua hāngai mai i te Māori. Ka whakaū te Karauna kia noho rāhui te tekau ōrau o te whenua, e kīia ana he 'tekau', mai i tēnā me tēnā o ngā hokonga mō ngā mahi tūmatanui, tūturu hoki, hei painga mō te Māori.
- 2.5 I te tau 1845, ka hokona e te Pākehā te 850 eka i Waiheke me te 800 eka i Waiaua me Te Whare-kai-atua mai i a Te Patukirikiri mā ngā hokonga ā-whakarere mana hoko tuatahi. I te wā tonu o te tirohanga a te Karauna, kāore i whakaritea he rūri, ā, kāore hoki i rāhuitia he 'tekau'. Kāore hoki te Karauna i arotake i te rahinga whenua e toe ana ki a Te Patukirikiri.
- 2.6 I te tau 1845 ka mutu te tuku tiwhikete ā-mana hoko tuatahi a te Karauna, ā, ka kopoua he kaikōmihana ki te āta tiro tiro i ngā whakawhitinga ā-mana hoko tuatahi. I te marama o Nōema o te tau 1846, ka takahia e te Karauna tāna kī taurangi kia noho rāhui tonu ngā 'tekau'. Ka whakahāngaitia e te Karauna tāna kaupapahere ā-whenua toenga nōna ka whakaae ki te tuku whenua ki ngā Pākehā, ā, ka pupurutia tonuhia e te Karauna te whenua kāore i whakaaetia atu ki ngā Pākehā, hei whenua toenga mōna ake.

WHAKAAETANGA Ā-PAPA KOURA

- 2.7 I te tau 1852 ka kitea he koura i Hauraki. I te marama o Nōema o taua tau ka whakaae ētahi tāngata o Marutūāhu me Te Patukirikiri, ki te Karauna i te hui i tū ki Patapata, kia

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whiwhi raihana ētahi whenua Māori hei hōpara, hei keri koura hoki mō ngā tau e toru. Ka noho tonu te mana o te whenua ki te Māori, ā, ka riro mā te Karauna e whakahaere ngā raihana. Ka whakaritea kia riterite te utu rīhi a te Karauna ki ngā Māori nō rātou ake te whenua. Heoi, he paku noa iho te koura i keria i ngā tau 1850.

- 2.8 I te tau 1861, nā te kaha kitea o te koura i Ōtākou, ka whakahoungia te keri koura i Hauraki. Ka uru ngātahi anō a Te Patukirikiri me ētahi o Marutūāhu ki tētahi whakaaetanga whānui me te Karauna, e āhei ai te hōpara haere i ngā whenua Māori. I te marama o Hūrae, i te tau 1862, ka whakaaetia anō e rātou me te Kārauna kia huakina ngā poraka keri koura o Kapanga, o Ngarukehu, tae atu ki ngā poraka keri koura i Matawai i te rohe o te Whanga o Waiau. I raro i tēnei whakaaetanga ka utua ngā Māori, nō rātou ake te mana whenua, ki te kotahi pāuna mō ia kaikeri i ia tau, i ia tau.

TE PAKANGA ME TE RAUPATU

- 2.9 I te tīmatanga o ngā tau 1860, nā te putanga o te riri i waenganui i te Karauna me ētahi Māori, ka tū te Kīngitanga i Waikato. I te 12 o ngā rā o Hūrae i te tau 1863, ka urutomokia a Waikato e te Karauna i te whakawhitinga o ōna ope whai pū i te Awa o Mangatāwhiri. Ki tā te Karauna i whakaaro ai, he take rautaki ō ngā whenua o Tāmaki ki te Tonga me Hauraki, nā te hiahia kia noho haumaruru ai ngā ara haere me ngā wā kāinga e tata ana ki Tāmaki. I roto i te pakanga i whai mai, ka nohoia e te Karauna ētahi whenua o Pare Hauraki, tae atu ki ngā whenua e tata ana ki Pūkorokoro, ā, nō Te Patukirikiri anō ētahi pānga ki aua whenua.
- 2.10 I te 31 o ngā rā o Oketopa i te tau 1863, ka whakapuakina e te Karauna he aukatinga ki Tikapa Moana. Ka tonoa e te Karauna te HMS Miranda me te HMS Sandfly ki te aukati i te whakawhitinga taonga ki te Kīngitanga, ā, ki te aruaru i ngā Māori e whakahē ana i te urunga atu o te Karauna ki roto o Waikato. E ai ki a Te Patukirikiri, he mahi whakamataku ngā manua o waho o ngā takutai moana o tō rātou rohe. I tua atu i tēnā, ka whakatūria anō e te Karauna ētahi taupuni hōia i te rohe o Hauraki.
- 2.11 E ai ki te Karauna, ko ērā Māori i whakahē i tana urutomokanga, he 'tāngata whakakeke'. Ka whai anō te murunga o ngā whenua Māori rarahi tonu. He pānga taketake anō ō Te Patukirikiri ki ngā whenua i murua i te rohe o Pare Hauraki, tērā i whakapuakina i te tau 1865. Nā ngā mahi raupatu a te Karauna i weto ai te katoa o ngā pānga taketake a te Māori ki ngā whenua i riro atu. Nō muri rawa, ka utua e te Karauna a Te Patukirikiri ki te moni paremata mō ō rātou pānga ki te takiwā i murua ai i Pare Hauraki.

TE KOOTI WHENUA MĀORI

- 2.12 I whakatūria te Kooti Whenua Māori i raro i ngā Ture Whenua Māori o te tau 1862 me te tau 1865, ā, ka tū āna whakawākanga tuatahi ki te rohe o Hauraki i te tau 1865. Nā ngā ture i tū ai te Kooti Whenua Māori, ka whakatahatia te mana hoko tuatahi o te Wāhanga Tuarua o te Tiriti o Waitangi, a te Karauna. Nā konā i āhei ai te Māori takitahi ki te tuku i ō rātou whenua mā te rīhi noa, mā te hoko atu rānei ki ngā rōpū tūmataiti, ki te Karauna rānei ina whakapūmautia ai te taitara.

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- 2.13 Mā te tāpae tonu a te tangata Māori takitahi ki te Kooti Whenua Māori ka tīmata te hātepe o te tiroiro taitara. Kia whakaritea e te kooti te whakawā i te tonu, me taetae katoa atu ngā ngā tāngata e whai pānga taketake ana ki te whakawātanga, ki te hiahia rātou kia whai wāhi ki te taitara a te Karauna, hāunga anō tō rātou hiahia kia whiwhi taitara i te Karauna, kāore rānei. He matarau, he whiwhiwhi te āhua o te tiaki whenua taketake, ā, ka whakamahia ai he āhuatanga matarau e pā ana ki ngā hononga ngātahi ki te whenua. Ka whakaritea e ngā ture whenua hou kia whakapūmautia ērā mana ki roto i te rohe pōtae kua āta rūrihia, ā, kāore i mātua whai wāhi mai te katoa o ngā tāngata whai pānga taketake ki te whenua. Nā runga i ngā tikanga ā-mana Māori taketake, nō tāngata maha kē te whenua. Nō te whakaaetanga atu o te Karauna i te taitara ki te Māori, ka tukuna anō hoki ngā pānga whenua ki te tangata takitahi i whakaingoatia.
- 2.14 I te marama o Hūne, i te tau 1865, ka tirohia e te Kooti Whenua Māori ētahi kerēme tekau a ngā rangatira o Te Patukirikiri, e pā ana ki ngā poraka whenua i Waiaua. Ka whakaae te Karauna ki ngā rangatira o Te Patukirikiri i whakaingoatia i roto i ngā kerēme. Tekau mā toru anō ngā poraka i Waiaua i tāpaea ki te kooti i ngā marama o Oketopa me Tīhema i te tau 1865. Ka tukua ēnei ki ngā rangatira o Te Patukirikiri me ētahi rangatira anō o te iwi o Marutūāhu. I waenganui i te marama o Akuhata i te tau 1869 me te marama o Āperira i te tau 1869, ka tirohia e te Kooti Whenua Māori te taitara mō ētahi poraka tekau mā whā, huia katoatia, e 6500 eka te nui, i Waiheke. Ka whakaaetia ngātahitia ngā pānga o Te Patukirikiri me tētahi atu iwi o Marutūāhu ki ngā kerēme e rua, arā, ki te poraka o Te Rangihoua 1, e 43 eka te rahi, me te poraka o Te Rangihoua 2, e 206 eka te rahi.
- 2.15 I muri tata mai i ēnei whakaaetanga, he maha ngā tāngata whai pānga ki ēnei poraka i hoko atu i ō rātou pānga. Hei tauira ake, i te tau 1866 me te tau 1868, ka hokona mai e te Pākehā ētahi poraka whenua e rua i Waiheke, he whenua nō rātou ko tētahi iwi nō Marutūāhu, ā, i te tau 1871 ka hokona atu e tētahi rangatira nō Te Patukirikiri te poraka o Taumatawahine i Waiaua, e 167 eka te nui, ki a tauīwi. Tae rawa mai ki tērā wā, ko te motu o Motutapere me tētahi 778 eka i te poraka o Kapanga anake e mau tonu ana i a Te Patukirikiri.

RAIHANA NOHO WĀHI

- 2.16 I ngā tau 1860, nā te whakaaetanga o ngā tāngata nō rātou ake te whenua, ka tāpirihia e te Karauna te mana noho me ētahi atu mana ki āna tiwhikete kerī koura. Ka uru atu ngā raihana noho wāhi ki ngā whakaritenga ture ā-kerī koura i tīmatahia rā i te tīmatanga o ngā tau 1870. Mō te utu paku noa iho ā-tau, ka whakawhiwhia te kaupupuri raihana ki te mana wā roa me te mana whakahou, kia nohoia, kia hangā whare ki runga i te wāhi kotahi eka noa, kia kua e nui ake, ā, mā reira e whiwhi utu ai te Karauna hei utu ki ngā Māori nō rātou ake te whenua, i tua atu i ngā utu ā-rīhi kerī koura. Kāore i whakaritea kia kaikerī koura rawa te kaupupuri raihana. Kāore he huringa kē mō te Māori ki te tango mai i ō rātou whenua i ēnei momo whakaaetanga ahakoa te mana o te Karauna ki te whakakore raihana. Hāunga anō te paunga o te kerī koura i Hauraki i muri mai i ngā tau 1860, kāore te Karauna i whakakore i ngā whakataunga e pā ana ki ngā papa koura, ā, ko te otinga atu, ka noho tonu ngā raihana wāhi noho ki raro i te whakahaeretanga a te Karauna, tae atu ki ngā whenua e pātata atu ana. Ka haere tonu te whakaaetanga ā-raihana wāhi noho a te Karauna kia tae rawa mai ki ngā tau 1920.

DEED OF SETTLEMENT

2: HE KUPU TUKU IHO MŌ PATUKIRIKIRI

- 2.17 I roto i ngā rautau tekau mā iwa, e rua tekau hoki, kāore te Karauna i whakarite kia rite tonu te arotake i ngā rēti mō ngā raihana me ngā rīhi mō te whenua ki te taha o te pikinga o te wāriu, me te aha, i raro kē i te wāriu ā-māketē ngā rēti i utua ki te Māori mō ō rātou whenua. I te tau 1962, ka whakaturea e te Karauna te Mining Tenures Registration Act, ā, he tango tērā i te mana o te Karauna ki te whakakore raihana mō te takahi i ngā āhuatanga tuatahi ā-whakamahi whenua, ā, ka hurihia ngā raihana hei rīhi e taea ai te whakahou i ia rua tekau mā tahi tau, mō ake tonu atu. I te tau 1976, ka kimi whakataunga ētahi kaumātua o Pare Hauraki ki ō rātou nawe e pā ana ki ngā raihana wāhi noho e tārewa tonu ana, ki te Kooti Teitei. Kāore i tutuki. Heoi anō, i te tau 1980 ka noho ōkawa te whakaaetanga me te Karauna. Ka tuku paremata te Karauna mō ngā whenua i raro i ngā raihana wāhi noho, mō te iti noa o ngā rēti o mua, me te kore o te Māori e whai tahuringa kē, atu i te hoko i aua whenua ki te Karauna.
- 2.18 Taka mai ki te tau 1871, kua tata whenua kore a Te Patukirikiri. Ko te nuinga o ngā whenua ititi noa nei e mau tonu ana ki te tangata takitahi, i hokona atu i te roanga atu o te rautau e rua tekau. I te paunga o taua rautau, iti iho i te toru ōrau o te rohe o Hauraki e mau tonu ana ki te Māori.

NGĀ AHUATANGA Ā-HAPORI, Ā-ŌHANGA ME TE REO MĀORI

- 2.19 I mua i te tau 1840, e kōrero Māori ana te katoa o ngā Māori o Hauraki. I te mutunga o te rautau tekau mā iwa, he tokomaha tonu te hunga kōrero Māori, kōrero Ingarihi hoki, engari ko te reo Māori tonu te reo o ia rā, o ia rā. Ka whakatūwherahia te Kura Māori tuatahi a te kāwanatanga i Hauraki i te tau 1883. Ka whakarite te Karauna kia tū te pūnaha Kura Māori hei huarahi hanumi i te Māori, tae atu ki a Te Patukirikiri, ki roto i te ahurea Pākehā. He kaha te kohetetia o ngā tamariki Māori e kōrero Māori ana i te kura, ā, he patu te whiunga. Mai i te tau 1950 tae atu ki te tau 1975, ka haere tonu te reotahitanga nā te pānga o ngā kaupapahere ā-mātauranga me ngā raruraru e pā ana ki te hekenga ki ngā tāone nunui. Ka whakapono te whakatipuranga mātua hou kia kōrero Ingarihi ā rātou tamariki kia puta ai te ihu i roto i te ao Pākehā. Nā te hōrapa haere o ngā pāpāhotanga reo Ingarihi ka tautokona te ngarohanga o te reo Māori. Tae rawa ake ki te tau 1975 e rima ōrau o ngā tamariki Māori he kōrero Māori. I te mutunga o te rautau e rua tekau, e rua tekau mā whitu ōrau te tokomaha o ngā Māori o Hauraki, he kōrero Māori. Nā te heke haere o te reo Māori ka tautokona te ngaronga haere o te Mātauranga Māori.
- 2.20 I te rautau e rua tekau, e rua tekau mā tahi hoki, ka pā ki Te Patukirikiri me ētahi atu o Pare Hauraki ngā āhuatanga o te hauora kino, tae atu ki te mate wawe me te teitei ake o ngā tātai mate ā-tamariki, i ō te Pākehā. Ka nui ake te hunga kore mahi i roto i a Pare Hauraki, tae atu ki te iti iho o te utu ā-tau i ō te papori whānui o Aotearoa, i roto i ngā rautau e rua tekau, e rua tekau mā tahi anō hoki.

DEED OF SETTLEMENT

3 ACKNOWLEDGEMENTS AND APOLOGY

ACKNOWLEDGEMENTS

- 3.1 The Crown acknowledges that until now it has failed to deal with the long-standing grievances of Te Patukirikiri and that recognition of and redress for these grievances is long overdue.
- 3.2 The Crown acknowledges the willingness of Te Patukirikiri to provide resources and lands for settlement, and that these early land transactions contributed to the establishment of the settler economy and the development of New Zealand.
- 3.3 The Crown acknowledges that –
- 3.3.1 it took Te Patukirikiri lands, including lands at Waiheke, Coromandel and Colville, as surplus from disallowed pre-emption waiver claims and that its policy of taking surplus land has been a source of grievance to Te Patukirikiri; and
 - 3.3.2 it did not always protect Te Patukirikiri interests during investigations into these transactions; and
 - 3.3.3 its policy of taking surplus land from pre-emption waiver purchases breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles when it failed to assess whether Te Patukirikiri retained adequate lands for their needs.
- 3.4 The Crown acknowledges that by failing to set aside one tenth of the lands transacted during the pre-emption waiver period for public purposes, especially the establishment of schools and hospitals for the future benefit of Māori (including Te Patukirikiri), it breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.5 The Crown acknowledges that –
- 3.5.1 its representatives and advisers acted unjustly and in breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles in sending its forces across the Mangatāwhiri Awa in July 1863, and invading and occupying land in which Te Patukirikiri had interests; and
 - 3.5.2 its naval blockade of the Hauraki Gulf / Tikapa Moana using heavily armed gun boats intimidated Te Patukirikiri; and
 - 3.5.3 the confiscation of land in East Waikato in which Te Patukirikiri had interests was unjust and a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.6 The Crown acknowledges that valuable gold resources on lands leased by Te Patukirikiri and others provided economic benefits to the nation.



DEED OF SETTLEMENT

3: ACKNOWLEDGEMENTS AND APOLOGY

- 3.7 The Crown acknowledges that –
- 3.7.1 it continued to control lands in Hauraki owned by Te Patukirikiri which were leased to settlers through residence site licences for many years after the decline of the gold mining industry in the region; and
 - 3.7.2 it failed for many decades to regularly revise rents for residence site licence lands, and that Te Patukirikiri received rents well below market-value for the lease of their lands as a consequence of this failure; and
 - 3.7.3 it promoted legislation that converted residence site licences to leases in perpetuity, leaving Te Patukirikiri no alternative but to have their lands acquired by the Crown; and
 - 3.7.4 these actions deprived Te Patukirikiri of their rangatiratanga over land subject to residence site licences and breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.8 The Crown acknowledges that the cumulative effect of its actions and omissions, including confiscation, the operation and impact of the native land laws, continued Crown purchasing, and Public Works takings has left Te Patukirikiri virtually landless, undermined their economic, social, and cultural development, and led to the alienation of sites of cultural and spiritual significance including Whanganui Island and Ngorongoro. The Crown's failure to ensure that they retained sufficient land for their present and future needs was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.9 The Crown acknowledges the harm endured by many Te Patukirikiri children from decades of Crown policies that strongly discouraged the use of te reo Māori in school. The Crown also acknowledges the detrimental effects on Māori language proficiency and fluency and the impact on the inter-generational transmission of te reo Māori and knowledge of tikanga Māori practices.
- 3.10 The Crown recognises that through its actions and omissions it has contributed to the economic and spiritual hardship and marginalisation of Te Patukirikiri in its rohe.

APOLOGY

- 3.11 The Crown apologises to the people of Te Patukirikiri for the prejudice they have suffered as a result of its actions, and its breaches of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The Crown hopes that this settlement marks the beginning of a new relationship with Te Patukirikiri based on good faith and cooperation.

DEED OF SETTLEMENT

NGĀ WHAKAAETANGA ME TE WHAKAPĀHA

HE WHAKAAETANGA

- 3.1 Ka whakaae te Karauna, taka mai ki nāianeī, kāore ia i whai ki te whakatau i ngā nawe kua roa e whakamamae ana i a Te Patukirikiri, ā, kua roa rawa te whakaaetanga me te whakatikatika i ēnei nawe e tārewa ana.
- 3.2 Ka whakaae te Karauna ki te pai o Te Patukirikiri ki te tuku rawa, ki te tuku whenua hei whakatū kāinga, ka mutu nā ēnei whenua i āwhina te waihangatanga o te ōhanga Pākehā me te whakawhanaketanga o Aotearoa.
- 3.3 Ka whakaae te Karauna:
- 3.3.1 i murua e ia ngā whenua o Te Patukirikiri, tae atu ki Waiheke, ki Coromandel me Colville, hei toenga mai i ngā kerēme ā-whakarere mana hoko tuatahi i whakakorengia, ā, ka noho tāna kaupapahere mō te tango whenua toenga hei pūtake whakamamae i Te Patukirikiri mai anō;
- 3.3.2 kāore ia i tiaki i ngā pānga o Te Patukirikiri i ngā wā katoa, i te tirohanga ki aua whakawhitinga whenua;
- 3.3.3 nā tāna kaupapahere ki te tango whenua toenga mai i ngā hokonga whakarere mana hoko tuatahi, i takahia e ia Te Tiriti o Waitangi me ōna mātāpono i tana hapa ki te arotake mēnā he rahi anō te whenua e mau tonu ana ki a Te Patukirikiri hei oranga mō rātou ake.
- 3.4 Ka whakaae te Karauna nā tana hapa ki te whakarite i te tekau ōrau o ngā whenua i whakawhitia i te wā o te whakarere mana hoko tuatahi hei mahinga tūmatanui, pērā i te whakatū kura, hōhipera anō hoki mō te oranga o mua o te Māori (tae atu anō ki a Te Patukirikiri), ka takahia e ia te Tiriti o Waitangi me ōna mātāpono.
- 3.5 Ka whakaae te Karauna:
- 3.5.1 nā te tono i āna ope hōia ki te Awa o Mangatāwhiri i te marama o Hūrae, i te tau 1863, tae atu ki te urutomo me te nohonoho i ngā whenua o Te Patukirikiri, he takahitanga tērā nā āna māngai me āna kaitohutohu i Te Tiriti o Waitangi me ōna mātāpono;
- 3.5.2 nā tana aukatinga ā-manuao i Tikapa Moana me āna poti mau pū i whakamataku a Te Patukirikiri; ā
- 3.5.3 i hē tana muru i ngā whenua i Pare Hauraki i whai pānga atu ai a Te Patukirikiri, he takahi tērā mahi i Te Tiriti o Waitangi me ōna mātāpono.

DEED OF SETTLEMENT

3: NGĀ WHAKAAETANGA ME TE WHAKAPĀHA

- 3.6 Ka whakaae te Karauna, nā ngā rawa koura o ngā whenua i rīhitia e Te Patukirikiri me ētahi atu, ka puta he painga ōhanga ki Aotearoa.
- 3.7 Ka whakaae te Karauna:
- 3.7.1 i whakahaerehia tonutia e ia ngā whenua o Te Patukirikiri i Hauraki, mā ngā raihana wāhi noho mō e hia kē ngā tau i muri mai i te paunga o te umanga kerī koura i te rohe;
- 3.7.2 i hapa ia mō te ngahurutanga tau maha tonu ki te āta arotake i ngā rēti mō ngā whenua ā-raihana wāhi noho, ā, ko te hua o tēnei hapa ko te iti iho i te wāriu ā-māketete te utu i whakawhiwhia ki ngā iwi o Hauraki;
- 3.7.3 i whakatairangatia e ia he ture e whakawhitihia ai ngā raihana wāhi noho hei rīhi mō ake tonu atu, me te aha, kāore he tahuringa kē mō Te Patukirikiri atu i te waiho mā te Karauna e hoko ō rātou whenua; ā
- 3.7.4 nā ēnei mahi i riro atu ai te rangatiratanga o Te Patukirikiri ki runga i ngā whenua whai raihana wāhi noho, ā, he takahitanga tērā i Te Tiriti o Waitangi me ōna mātāpono.
- 3.8 Ka whakaae te Karauna nā ngā pānga katoa o āna mahi me āna hapa, tae atu ki te murunga whenua, te whakahaere me te whakamahi i ngā ture whenua Māori, te haere tonu o te hokohoko whenua a te Karauna, tae atu ki ngā tangohanga i raro i te Mahinga Tūmatanui, kua tata whenua kore a Te Patukirikiri, kua aukatihia tō rātou whakawhanaketanga ā-ōhanga, ā-papori, ā-ahurea anō hoki, ā, ka whai mai ko te rironga atu o ngā wāhi tapu, tae atu ki te Motu o Whanganui me Ngorongoro. Nā te hapa anō a te Karauna ki te rāhui whenua hei oranga mō Te Patukirikiri o nāianeī, o mua anō, he takahitanga tērā i Te Tiriti o Waitangi me ōna mātāpono.
- 3.9 Ka whakaae te Karauna ki ngā mamaetanga i pā ki ngā tamariki o Te Patukirikiri mai i ngā kaupapahere a te Karauna ki te whakahē i te kōrero Māori i te kura. Ka whakaae anō te Karauna ki te pānga kino o tēnei mahi āna ki te matataunga ki te reo Māori, tae atu ki te tuku iho ā-whakatupuranga i te reo Māori, ngā tikanga Māori me te mātauranga Māori.
- 3.10 Ka whakaae te Karauna, nā āna mahi me āna hapa i tautoko ai ia i ngā taumahatanga ā-ōhanga, ā-wairua hoki kua tau ki runga i a Te Patukirikiri, tae atu ki te whakawehe i a ia i tōna ake rohe.

TE WHAKAPĀHA

- 3.11 Ka whakapāha te Karauna ki ngā iwi o Te Patukirikiri mō ngā mamaetanga i pā ki a ratou i āna mahi hē, me āna takahitanga i te Tiriti o Waitangi me ōna mātāpono. Ko te tūmanako o te Karauna mā tēnei whakataunga e tohu te tīmatatanga o tētahi hononga hou ki a Te Patukirikiri i runga i te whakapono me te mahi ngātahi.

DEED OF SETTLEMENT

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; and
 - 4.1.2 it is not possible to –
 - (a) fully assess the loss and prejudice suffered by Te Patukirikiri as a result of the events on which the historical claims are based; or
 - (b) fully compensate Te Patukirikiri for all loss and prejudice suffered; and
 - 4.1.3 the settlement is intended to enhance the ongoing relationship between Te Patukirikiri and the Crown (in terms of Te Tiriti o Waitangi/the Treaty of Waitangi, its principles, and otherwise).
- 4.2 Te Patukirikiri 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.

SETTLEMENT

- 4.3 Therefore, on and from the settlement date, –
- 4.3.1 the historical claims are settled; and
 - 4.3.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and
 - 4.3.3 the settlement is final.
- 4.4 Except as provided in this deed or the settlement legislation, the parties' rights and obligations remain unaffected.
- 4.5 Without limiting clause 4.4, nothing in this deed or the settlement legislation will –
- 4.5.1 extinguish or limit any aboriginal title or customary right that Te Patukirikiri may have; or
 - 4.5.2 constitute or imply any acknowledgement by the Crown that any aboriginal title or customary right exists; or



DEED OF SETTLEMENT

4: SETTLEMENT

- 4.5.3 except as provided in this deed or settlement legislation –
- (a) affect a right that Te Patukirikiri may have, including a right arising:
 - (i) from Te Tiriti o Waitangi/the Treaty of Waitangi or its principles;
or
 - (ii) under legislation; or
 - (iii) at or recognised by common law (including common law relating to aboriginal title or customary law or tikanga); or
 - (iv) from fiduciary duty; or
 - (v) otherwise; or
 - (b) affect any action or decision under the deed of settlement between Māori and the Crown dated 23 September 1992 in relation to Māori fishing claims; or
 - (c) affect any action or decision under any legislation and, in particular, under legislation giving effect to the deed of settlement referred to in clause 4.5.3(b), including:
 - (i) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; or
 - (ii) the Fisheries Act 1996; or
 - (iii) the Maori Fisheries Act 2004; or
 - (iv) the Maori Commercial Aquaculture Claims Settlement Act 2004;
or
 - (d) affect any rights Te Patukirikiri may have to obtain recognition in accordance with the Marine and Coastal Area (Takutai Moana) Act 2011, including recognition of the following:
 - (i) protected customary rights (as defined in that Act):
 - (ii) customary marine title (as defined in that Act).

4.6 Clause 4.5 does not limit clause 4.3.



DEED OF SETTLEMENT

4: SETTLEMENT

REDRESS

- 4.7 The redress, to be provided in settlement of the historical claims, –
- 4.7.1 is intended to benefit Te Patukirikiri collectively; but
 - 4.7.2 may benefit particular members, or particular groups of members, of Te Patukirikiri if the governance entity so determines in accordance with the governance entity's procedures.

IMPLEMENTATION

- 4.8 The settlement legislation will, on the terms provided by sections 15 to 20 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 purchased deferred selection property if settlement of that property has been effected, the Pouarua Farm property, or any Aotea RFR land; or
 - (b) for the benefit of Te Patukirikiri or a representative entity; and
 - 4.8.4 require any resumptive memorial to be removed from a certificate of title to, or a computer register for, a cultural redress property, a purchased deferred selection property if settlement of that property has been effected, the Pouarua Farm property, or any Aotea 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 Te Patukirikiri Iwi Trust, being the governance entity, may hold or deal with property; and
 - (ii) the Te Patukirikiri Iwi Trust may exist; and



DEED OF SETTLEMENT

4: SETTLEMENT

- 4.8.6 require the Chief Executive of the Ministry of 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.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of several loops and a long horizontal stroke.

DEED OF SETTLEMENT

5 CULTURAL REDRESS

CULTURAL REDRESS PROPERTIES VESTED IN THE GOVERNANCE ENTITY

- 5.1 The settlement legislation will, on the terms provided by sections 22, 23, 25 to 29 and 31 of the draft settlement bill, vest in the governance entity on the settlement date –

Kapanga

- 5.1.1 the fee simple estate in the Coromandel Hospital property; and
- 5.1.2 the fee simple estate in the Te Kauri Block property, subject to the governance entity providing –
- (a) a registrable conservation covenant in relation to that property in the form in the documents schedule; and
 - (b) a registrable right of way easement in favour of the Minister of Conservation in the form in the documents schedule; and

Whakanekeneke

- 5.1.3 the fee simple estate in the Whakanekeneke property, subject to the governance entity providing –
- (a) a registrable conservation covenant in relation to that property in the form in the documents schedule; and
 - (b) a registrable right of way easement in favour of the Minister of Conservation in the form in the documents schedule; and

Patukirikiri property

- 5.1.4 the fee simple estate in the Patukirikiri property, being part of Coromandel Domain Recreation Reserve, as a recreation reserve named Patukirikiri Recreation Reserve, with the Thames-Coromandel District Council as the administering body as if the council were appointed to control and manage the reserve under section 28 of the Reserves Act 1977 and, if the reserve management plan applying to this property is reviewed while the Thames-Coromandel District Council is the administering body, the governance entity and the council will jointly prepare and approve a separate reserve management plan for this property. Section 27 of the draft settlement bill sets out how the Patukirikiri property will be administered.

DEED OF SETTLEMENT

5: CULTURAL REDRESS

JOINT CULTURAL REDRESS PROPERTIES VESTED IN THE GOVERNANCE ENTITY AND OTHER GOVERNANCE ENTITIES

Whangapoua

- 5.2 The settlement legislation will, on the terms provided by section 24 of the draft settlement bill, provide that –
- 5.2.1 on the settlement date, the fee simple estate in the Opera Point property, being part of Opera Point Historic Reserve, will vest as undivided half shares, with one half share vested in each of the following, as tenants in common:
- (a) the governance entity;
 - (b) the trustees of the Hei o Wharekaho Settlement Trust; and
- 5.2.2 the Opera Point property is to be a historic reserve named Opera Point Historic Reserve; and
- 5.2.3 a joint management body, comprised of two representatives appointed by the governance entity and two representatives appointed by the trustees of the Hei o Wharekaho Settlement Trust, will be established which will be the administering body for the reserve as if the property were vested in it under section 26 of the Reserves Act 1977.

Tokatea

- 5.3 The settlement legislation will, on the terms provided by section 30 of the draft settlement bill, provide that –
- 5.3.1 on the settlement date, the fee simple estate in Tokatea, will vest as undivided half shares, with one half share vested in each of the following, as tenants in common:
- (a) the governance entity;
 - (b) the trustees of the Ngāti Tamaterā Treaty Settlement Trust; and
- 5.3.2 the vesting of Tokatea is subject to the governance entity and the trustees referred to in clause 5.3.1(b) jointly providing –
- (a) a registrable conservation covenant in relation to that property in the form in the documents schedule; and
 - (b) a registrable right of way easement in gross in relation to that property in favour of the Minister of Conservation in the form in the documents schedule; and

DEED OF SETTLEMENT

5: CULTURAL REDRESS

- 5.3.3 in relation to Tokatea –
- (a) the owners will not be liable for contamination of any land or other natural and physical resources if –
 - (i) the contamination is in, or originates from, mining shafts and tunnels on Tokatea; and
 - (ii) the liability would arise only because of the ownership of Tokatea; and
 - (b) clause 5.3.3(a) does not exclude liability for contamination to the extent that the owners' intentional, reckless, or negligent act [or omission] caused the contamination; and
 - (c) clause 5.3.3 applies despite any other enactment or rule of law; and
 - (d) in clause 5.3.3(a) to 5.3.3(c) –
 - (i) **natural and physical resources** has the meaning given by section 2(1) of the Resource Management Act 1991; and
 - (ii) **owners** means the persons in whom Tokatea is vested, as referred to in clause 5.3.1.

PROVISIONS IN RELATION TO CERTAIN CULTURAL REDRESS PROPERTIES

Hauraki Gulf Marine Park

5.4 The settlement legislation will, on the terms provided by section 51 of the draft settlement bill, provide that each cultural redress property referred to in clause 5.5 be included as part of the Hauraki Gulf Marine Park.

5.5 Clause 5.4 applies in relation to each of the following cultural redress properties:

5.5.1 the Opera Point property:

5.5.2 the Patukirikiri property.

Crown Minerals

5.6 The settlement legislation will on the terms provided by sections 40 and 41 of the draft settlement bill, provide that –

5.6.1 each of the following properties must be treated as if its land were included in Schedule 4 of the Crown Minerals Act 1991:



DEED OF SETTLEMENT

5: CULTURAL REDRESS

- (a) the Opera Point property:
 - (b) the Patukirikiri property:
 - (c) the Te Kauri Block property:
 - (d) the Whakanekeneke property:
 - (e) Tokatea; and
- 5.6.2 to the extent relevant, section 61(1A) and (2) (except paragraph (db)) of the Crown Minerals Act 1991 applies to each of the properties specified in clause 5.6.1; and
- 5.6.3 for the purposes of clause 5.6.2, reference to –
- (a) a Minister or Ministers or to the Crown (but not the reference to a Crown owned mineral) must be read as a reference to the governance entity; and
 - (b) a Crown owned mineral must be read as including a reference to the minerals vested in the governance entity by virtue of section 79 of the draft settlement bill; and
- 5.6.4 clauses 5.6.1 to 5.6.3 do not apply if the Governor-General, by Order in Council made in accordance with section 41 of the draft settlement bill, declares that any or all of the properties specified in clause 5.6.1 are no longer to be treated as if the land were included in Schedule 4 of the Crown Minerals Act 1991.

Provisions relating to Patukirikiri property

- 5.7 The settlement legislation will, on the terms provided by section 26 of the draft settlement bill, in relation to the Patukirikiri property –
- 5.7.1 while the Thames-Coromandel District Council is the administering body –
- (a) despite the Thames-Coromandel District Council being the administering body, the governance entity may grant, accept or decline any interest in land that affects the Patukirikiri property, or may renew or vary an existing interest in land that affects the Patukirikiri property; and
 - (b) before the governance entity determines an application by any person for an interest in land in the Patukirikiri property, the governance entity must consult with the Thames-Coromandel District Council; and



DEED OF SETTLEMENT

5: CULTURAL REDRESS

- 5.7.2 section 28 of the draft settlement bill applies to an improvement attached to the Patukirikiri property and owned by the Thames-Coromandel District Council immediately before the vesting of the Patukirikiri property; and
- 5.7.3 the governance entity is not liable for an improvement for which it would, apart from section 28(8) of the draft settlement bill, be liable by reason of its ownership of the Patukirikiri property.

CROWN MINERALS

- 5.8 The settlement legislation will, on the terms provided by subpart 2 of part 3 of the draft settlement bill, provide that –
- 5.8.1 despite section 11 of the Crown Minerals Act 1991 (minerals reserved to the Crown), any Crown owned minerals in any cultural redress property vested in the governance entity under the settlement legislation, vest with, and form part of, that property; but
- 5.8.2 that vesting does not –
- (a) limit section 10 of the Crown Minerals Act 1991 (petroleum, gold, silver and uranium); or
- (b) affect other existing lawful rights to subsurface minerals.
- 5.9 The settlement legislation will, on the terms provided by subpart 2 of part 3 of the draft settlement bill, provide that any minerals in the Opera Point property or Tokatea that would have been reserved to the Crown by section 11 of the Crown Minerals Act 1991 (but for clause 5.8.1) will be owned by the governance entity in the same proportions in which the fee simple estate is held by it.
- 5.10 Sections 82 to 91 of the draft settlement bill establish a regime for the payment of royalties received by the Crown, in the previous 8 years, in respect of the vested minerals to which clause 5.8 applies.
- 5.11 The Crown acknowledges, to avoid doubt, that it has no property in any minerals existing in their natural condition in Maori customary land (as defined in Te Ture Whenua Maori Act 1993), other than those minerals referred to in section 10 of the Crown Minerals Act 1991 or if provided in any other enactment.

GENERAL PROVISIONS IN RELATION TO CULTURAL REDRESS PROPERTIES

- 5.12 Each cultural redress property is to be –
- 5.12.1 as described in schedule 1 of the draft settlement bill; and
- 5.12.2 vested on the terms provided by –



DEED OF SETTLEMENT

5: CULTURAL REDRESS

- (a) sections 22 to 51 of the draft settlement bill; and
 - (b) part 2 of the property redress schedule; and
- 5.12.3 subject to any encumbrances, or other documentation, in relation to that property –
- (a) required by clauses 5.1, 5.2 and 5.3 to be provided by the governance entity; or
 - (b) required by the settlement legislation[, as provided by sections [] of the draft settlement bill]; and
- [Drafting in subclause (b) is subject to confirmation prior to this deed being signed]**
- (c) in particular, referred to by schedule 1 of the draft settlement bill.

STATUTORY ACKNOWLEDGEMENT

- 5.13 The settlement legislation will, on the terms provided by sections 53 to 64 of the draft settlement bill, –
- 5.13.1 provide the Crown's acknowledgement of the statements by Te Patukirikiri of their particular cultural, spiritual, historical, and traditional association with the following areas:
 - (a) Kauri Block Conservation Area (as shown on deed plan OTS-403-137):
 - (b) Preece Point property (as shown on deed plan OTS-403-138):
 - (c) Taumatawahine Scenic Reserve (as shown on deed plan OTS-403-139); and
 - 5.13.2 require relevant consent authorities, the Environment Court, and Heritage New Zealand Pouhere Taonga to have regard to the statutory acknowledgement; and
 - 5.13.3 require relevant consent authorities to forward to the governance entity –
 - (a) summaries of resource consent applications within, adjacent to or directly affecting a statutory area; and
 - (b) a copy of a notice of a resource consent application served on the consent authority under section 145(10) of the Resource Management Act 1991; and



DEED OF SETTLEMENT

5: CULTURAL REDRESS

5.13.4 enable the governance entity, and any member of Te Patukirikiri, to cite the statutory acknowledgement as evidence of the association of Te Patukirikiri with an area.

5.14 The statements of association are in part 1 of the documents schedule.

PROTOCOLS

5.15 Each of the following protocols must, by or on the settlement date, be signed and issued to the governance entity by the responsible Minister or that Minister's delegated representative:

5.15.1 the taonga tūturu protocol:

5.15.2 the primary industries protocol.

5.16 The protocols set out how the Crown will interact with the governance entity with regard to the matters specified in them.

FORM AND EFFECT OF PROTOCOLS

5.17 The protocols will be –

5.17.1 in the form in part 4 of the documents schedule; and

5.17.2 issued under, and subject to, the terms provided by sections 65 to 70 of the draft settlement bill.

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

CONSERVATION RELATIONSHIP AGREEMENT

5.19 The parties must use reasonable endeavours to agree, and enter into, a conservation relationship agreement by the settlement date.

5.20 The conservation relationship agreement must be entered into by the governance entity and the Minister of Conservation and the Director-General of Conservation.

5.21 A party is not in breach of this deed if the conservation relationship agreement has not been entered into by the settlement date if, on that date, the party is negotiating in good faith in an attempt to enter into it.

5.22 A failure by the Crown to comply with the conservation relationship agreement is not a breach of this deed.



DEED OF SETTLEMENT

5: CULTURAL REDRESS

CHANGE OF RESERVE STATUS

- 5.23 The settlement legislation will, on the terms provided by section 52 of the draft settlement bill, change the classification of Motutapere Island Scenic Reserve from a scenic reserve to a nature reserve.

PROMOTION OF RELATIONSHIPS

Local authorities

- 5.24 By not later than six months after the settlement date, the Minister for Treaty of Waitangi Negotiations will write a letter (**letter of facilitation**), in the form set out in part 7 of the documents schedule, to the Mayor of each local authority listed in clause 5.26.

- 5.25 The purpose of a letter of facilitation is to –

5.25.1 raise the profile of Te Patukirikiri with each local authority receiving it; and

5.25.2 advise the local authority of matters of particular importance to Te Patukirikiri relevant to that local authority.

- 5.26 The local authorities referred to in clause 5.24 are:

5.26.1 Auckland Council:

5.26.2 Thames-Coromandel District Council:

5.26.3 Waikato Regional Council.

Museums

- 5.27 By not later than six months after the settlement date, the Minister for Treaty of Waitangi Negotiations will write a letter (**letter to museums**), in the form set out in part 8 of the documents schedule, to the Chief Executive of each museum listed in clause 5.29.

- 5.28 The purpose of a letter to museums is to –

5.28.1 raise the profile of Te Patukirikiri with each museum receiving it; and

5.28.2 encourage each museum to engage with Te Patukirikiri on Te Patukirikiri taonga held by those museums.

- 5.29 The museums referred to in clause 5.27 are:

5.29.1 Tāmaki Paenga Hira Auckland War Memorial Museum:

DEED OF SETTLEMENT

5: CULTURAL REDRESS

5.29.2 Waikato Museum:

5.29.3 Museum of New Zealand Te Papa Tongarewa.

STATEMENTS OF ASSOCIATION

5.30 The parties acknowledge that section 17 of the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014 applies to the statements of association in part 2 of the documents schedule in relation to the following –

5.30.1 Maungauika (North Head); and

5.30.2 Takarunga / Mount Victoria.

5.31 The Crown acknowledges that Te Patukirikiri has an association with, and asserts certain spiritual, cultural, historical and traditional values in relation to the following –

5.31.1 Te Aroha maunga;

5.31.2 Te Toka a Kapetaua – Bean Rock; and

5.31.3 Waiheke Island.

5.32 The statements by Te Patukirikiri of their associations and values in relation to the areas referred to in clause 5.31 are set out in part 3 of the documents schedule.

5.33 The parties acknowledge that the acknowledgement in clause 5.31, and the statements referred to in clause 5.32, are not intended to give rise to any rights or obligations.

CULTURAL REDRESS GENERALLY NON-EXCLUSIVE

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

5.35 However, the Crown must not enter into another settlement that provides for the same redress as set out in clause 5.1 and clauses 5.8 to 5.11 as they relate to clause 5.1.



DEED OF SETTLEMENT

6 FINANCIAL AND COMMERCIAL REDRESS

FINANCIAL REDRESS

- 6.1 The Crown must pay the governance entity on the settlement date \$198,567, being the financial and commercial redress amount of \$3,000,000 less –
- 6.1.1 [\$30,000, being the agreed portion of the agreed transfer value of the property referred to in clause 7.6.8; and]
- 6.1.2 [\$1,800,000, being the agreed portion of the agreed transfer value of the property referred to in clause 7.6.11 on account of the settlement; and]
- 6.1.3 \$221,433, being the agreed transfer value of the property referred to in clause 7.4 on account of the settlement; and
- 6.1.4 \$250,000 (**Pouarua on-account payment**), being that part of the on-account payment that was paid on 15 November 2013 to the Pouarua Farm Limited Partnership attributable to Te Patukirikiri on account of the settlement; and
- 6.1.5 \$500,000 (**cash on-account payment**), as provided for in clause 6.2 on account of the settlement.

[Redress in this clause is to be confirmed before the Marutūāhu Iwi Collective Redress Deed is initialled]

- 6.2 Within 10 business days after the date of this deed, the Crown will pay the cash on-account payment to the governance entity on account of the financial and commercial redress amount.

DEFERRED SELECTION PROPERTIES

- 6.3 The governance entity may, during the deferred selection period for each deferred selection property, give the Crown a written notice of interest in accordance with paragraph 4.1 of the property redress schedule.
- 6.4 Part 4 of the property redress schedule provides for the effect of the notice and sets out a process where the property is valued and may be acquired by the governance entity.
- 6.5 Te Rerenga School site (land only) is to be leased back to the Crown, immediately after its purchase by the governance entity, on the terms and conditions provided by the lease for that property in part 6 of the documents schedule (being a registrable ground lease for the property, ownership of the improvements remaining unaffected by the purchase).
- 6.6 Clause 6.7 applies in respect of Te Rerenga School House site (land only) if, within four months after the date of this deed, the board of trustees of Te Rerenga School (the

DEED OF SETTLEMENT

6: FINANCIAL AND COMMERCIAL REDRESS

board of trustees) relinquishes the beneficial interest it has in the property described in subpart B of part 3 of the property redress schedule, being Te Rerenga School House site (land only).

- 6.7 If this clause applies to Te Rerenga School House site (land only) –
- 6.7.1 the Crown must, within 10 business days of this clause applying, give notice to the governance entity that the beneficial interest in Te Rerenga School House site (land only) has been relinquished by the board of trustees; and
- 6.7.2 the deferred selection property that is Te Rerenga School site (land only) will include Te Rerenga School House site (land only); and
- 6.7.3 all references in this deed to a deferred selection property that is Te Rerenga School site (land only) are to be read as if that deferred selection property were Te Rerenga School site (land only) and Te Rerenga School House site (land only) together.
- 6.8 Clause 6.9 applies if, within four months after the date of this deed, the board of trustees does not agree to relinquish the beneficial interest it has in Te Rerenga School House site (land only).
- 6.9 If this clause applies –
- 6.9.1 the Crown will arrange for the creation of a computer freehold register for Te Rerenga School site (land only) excluding Te Rerenga School House site (land only) (the **Balance School site**) in accordance with paragraph 5.38.1 of the property redress schedule; and
- 6.9.2 the Crown shall be entitled to enter into any encumbrances affecting or benefiting the Balance School site which the Crown deems reasonably necessary in order to create separate computer freehold registers for Te Rerenga School House site (land only) and the Balance School site and legalise existing accessways and access to services. Such encumbrances shall be in standard form incorporating the rights and powers in Schedule 4 of the Land Transfer Regulations 2002 (and, where not inconsistent, Schedule 5 of the Property Law Act 2007) provided however that clauses relating to obligations for repair, maintenance and costs between grantor and grantee(s) shall provide for apportionment based on reasonable use of any shared easement facilities.

WITHDRAWAL OF TE RERENGA SCHOOL SITE (LAND ONLY)

- 6.10 In the event that Te Rerenga School site (land only) becomes surplus to the land holding agency's requirements, then the Crown may, at any time before the governance entity has given a notice of interest in accordance with paragraph 4.1 of the property redress schedule in respect of the school site, give written notice to the governance entity advising it that the school site is no longer available for selection by the governance entity in accordance with clause 6.3. The right under clause 6.3 ceases in

DEED OF SETTLEMENT

6: FINANCIAL AND COMMERCIAL REDRESS

respect of the school site on the date of receipt of the notice by the governance entity under this clause.

SETTLEMENT LEGISLATION

- 6.11 The settlement legislation will, on the terms provided by sections 71 to 76 of the draft settlement bill, enable the transfer of the deferred selection properties.

SHARED RFR IN RELATION TO AOTEA RFR LAND

- 6.12 The governance entity, the trustees of the Ngāti Maru Rūnanga Trust, and the trustees of the Ngāti Tamaterā Treaty Settlement Trust are to have a right of first refusal in relation to a disposal by the Crown or a Crown body of Aotea RFR land, being land listed in the attachments as Aotea RFR land that, on the settlement date, –

6.12.1 is vested in the Crown; or

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

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

- 6.13 The right of first refusal is –

6.13.1 to be on the terms provided by sections 93 to 124 of the draft settlement bill; and

6.13.2 in particular, to apply –

(a) for a term of 177 years from the settlement date; but

(b) only if the Aotea RFR land is not being disposed of in the circumstances provided by sections 102 to 111 or under a matter referred to in section 112(1) of the draft settlement bill.

APPLICATION OF CROWN MINERALS ACT 1991

- 6.14 The settlement legislation will, on the terms provided by subpart 2 of part 3 of the draft settlement bill, provide that, –

6.14.1 despite section 11 of the Crown Minerals Act 1991 (minerals reserved to the Crown), any Crown owned minerals in any purchased deferred selection property, or the Pouarua Farm property, or Aotea RFR land transferred to the governance entity under this deed, transfer with, and form part of, that property; but

6.14.2 that transfer does not –

DEED OF SETTLEMENT

6: FINANCIAL AND COMMERCIAL REDRESS

- (a) limit section 10 of the Crown Minerals Act 1991 (petroleum, gold, silver and uranium); or
 - (b) affect other existing lawful rights to subsurface minerals.
- 6.15 Sections 82 to 91 of the draft settlement bill establish a regime for the payment of royalties received by the Crown, in the previous 8 years, in respect of the vested minerals to which clause 6.14 applies.
- 6.16 The Crown acknowledges, to avoid doubt, that it has no property in any minerals existing in their natural condition in Maori customary land (as defined in Te Ture Whenua Maori Act 1993), other than those minerals referred to in section 10 of the Crown Minerals Act 1991 or if provided in any other enactment.



DEED OF SETTLEMENT

7 COLLECTIVE REDRESS

DEEDS PROVIDING COLLECTIVE REDRESS

- 7.1 Te Patukirikiri is –
- 7.1.1 one of the iwi of Ngā Mana Whenua o Tāmaki Makaurau;
 - 7.1.2 a party to the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed between the Crown and Ngā Mana Whenua o Tāmaki Makaurau;
 - 7.1.3 one of the 12 Iwi of Hauraki;
 - 7.1.4 a party to the Pare Hauraki Collective Redress Deed between the Crown and the Iwi of Hauraki;
 - 7.1.5 one of the iwi of the Marutūāhu Iwi; and
 - 7.1.6 a party to the Marutūāhu Iwi Collective Redress Deed between the Crown and the Marutūāhu Iwi.

NGĀ MANA WHENUA O TĀMAKI MAKĀURAU COLLECTIVE REDRESS

- 7.2 The parties record that the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed –
- 7.2.1 provides for the following redress:

Cultural redress in relation to Tāmaki Makaurau area

- (a) cultural redress in relation to particular Crown-owned portions of maunga¹ and motu² of the inner Hauraki Gulf / Tīkapa Moana;
- (b) governance arrangements relating to four motu³ of the inner Hauraki Gulf / Tīkapa Moana;
- (c) a relationship agreement with the Crown, through the Minister of Conservation and the Director-General of Conservation, in the form set out in part 2 of the documents schedule to the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed, in relation to public

¹ Matukutūruru, Maungakiekie / One Tree Hill, Maungarei / Mount Wellington, Maungauika, Maungawhau / Mount Eden, Mount Albert, Mount Roskill, Mount St John, Ohinerau / Mount Hobson, Ohuiarangi / Pigeon Mountain, Otāhuhu / Mount Richmond, Rarotonga / Mount Smart, Takarunga / Mount Victoria, and Te Tātua-a-Riukiuta.

² Rangitoto Island, Motutapu Island, Motuihe Island / Te Motu-a-Ihenga and Tiritiri Matangi Island.

³ Rangitoto Island, Motutapu Island, Motuihe Island / Te Motu-a-Ihenga and Motukorea.

DEED OF SETTLEMENT

7: COLLECTIVE REDRESS

conservation land in the Tāmaki Makaurau Region (as defined in the relationship agreement):

- (d) changing the geographic names of particular sites of significance in the Tāmaki Makaurau area:

Commercial redress in relation to RFR land

- (e) a right of first refusal over RFR land (as defined in the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed) for a period of 172 years from the date the right becomes operative:

Right to purchase any non-selected deferred selection properties

- (f) a right to purchase any property situated in the RFR area (as defined in the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed) –
 - (i) in relation to which one of the iwi or hapū of Ngā Mana Whenua o Tāmaki Makaurau has a right of deferred selection under a deed of settlement with the Crown; but
 - (ii) that is not purchased under that right of deferred selection; and

Acknowledgement in relation to cultural redress in respect of the Waitematā and Manukau harbours

- 7.2.2 includes an acknowledgement that, although the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed does not provide for cultural redress in respect of the Waitematā and the Manukau harbours, that cultural redress is to be developed in separate negotiations between the Crown and Ngā Mana Whenua o Tāmaki Makaurau.

PARE HAURAKI COLLECTIVE REDRESS

- 7.3 The parties record the following summary of redress intended to be provided for in the Pare Hauraki Collective Redress Deed. The summary is non-comprehensive and provided for reference only; in the event of any conflict between the terms of the summary and the Pare Hauraki Collective Redress Deed, the Pare Hauraki Collective Redress Deed prevails:

Cultural redress

- 7.3.1 vesting of 1,000 hectares at Moehau maunga in fee simple subject to government purpose (Pare Hauraki whenua kura and ecological sanctuary) reserve status, and co-governance and other arrangements over the entire 3,600 hectare Moehau Ecological Area, including the ability to undertake specified cultural activities as permitted activities:

DEED OF SETTLEMENT

7: COLLECTIVE REDRESS

- 7.3.2 vesting of 1,000 hectares at Te Aroha maunga in fee simple subject to local purpose (Pare Hauraki whenua kura) reserve status being administered by the Pare Hauraki collective cultural entity:
- 7.3.3 governance arrangements in relation to public conservation land, including a decision-making framework (which encompasses a regime for consideration of iwi interests including in relation to concession applications), recognition of the Pare Hauraki World View, and other arrangements including the joint preparation and approval of a Conservation Management Plan covering the Coromandel Peninsula, motu⁴ and wetlands⁵:
- 7.3.4 transfer of specific decision-making powers from the Department of Conservation to iwi, including in relation to customary materials and possession of dead protected fauna; a wāhi tapu management framework; and review of the Conservation Management Strategy to ensure Pare Hauraki values and interests are provided for:
- 7.3.5 natural resource management and governance arrangements over the Waihou and Piako Rivers, the Coromandel Peninsula catchment, the Mangatangi and Mangatawhiri waterway catchments, the Whangamarino wetland and the Tauranga Moana catchments and coastal marine area:
- 7.3.6 a statutory acknowledgement over the Kaimai Mamaku Range:
- 7.3.7 \$3,000,000 funding and other support for te reo revitalisation:
- 7.3.8 Ministry for Primary Industries redress, including a right of first refusal over fisheries quota for a period of 176 years from the date the right becomes operative, and recognition of the Pare Hauraki World View by the three principal Acts administered by the Ministry for Primary Industries:
- 7.3.9 changing the geographic names of specified areas of significance:
- 7.3.10 a letter of introduction to the responsible Ministers under the Overseas Investment Act 2005 in relation to sensitive land sales:
- 7.3.11 \$500,000 towards the Pare Hauraki collective cultural entity:

Commercial redress

- 7.3.12 the transfer of the Kauaeranga, Tairua, Whangamata and Whangapoua Forests, the Hauraki Athenree Forest and Hauraki Waihou Forest (being licensed land as defined in the Pare Hauraki Collective Redress Deed):

⁴ Including Motutapere Island, Cuvier Island (Repanga), the Mercury Islands, Rabbit Island, the Aldermen Islands (Ruamaahua).

⁵ Including Kopuatai, Torehape and Taramaire wetlands.



DEED OF SETTLEMENT

7: COLLECTIVE REDRESS

- 7.3.13 the early release of certain landbank properties and transfer of other landbank properties on the settlement date:
- 7.3.14 the right to purchase specific parcels of land administered by the Department of Conservation on a deferred selection basis:
- 7.3.15 a right of first refusal over RFR land (as defined in the Pare Hauraki Collective Redress Deed), including land held by Crown entities and the Housing New Zealand Corporation, and the Cuvier lighthouse, for a period of 176 years from the date the right becomes operative:
- 7.3.16 additional rights of refusal over land in Tauranga (for a period of 176 years) and Waikato (as defined in the Pare Hauraki Collective Redress Deed):

Minerals

- 7.3.17 the transfer of certain Crown-owned minerals in land vested or transferred under the Pare Hauraki Collective Redress Deed:
- 7.3.18 involvement in any review of ownership of gold and silver:
- 7.3.19 a relationship agreement with the Ministry of Business, Innovation and Employment.

Pare Hauraki Landbank Property

- 7.4 The parties acknowledge that it is intended that 119 Whangapoua Road, Coromandel must be transferred by the Pare Hauraki collective commercial entity to the governance entity, as an early release commercial redress property, as referred to in the Pare Hauraki Collective Redress Deed.

Housing New Zealand Corporation right of first refusal

- 7.5 The parties acknowledge that the governance entity, along with the governance entities of the iwi specified in the fourth column of the table, will be entitled to receive any right of first refusal offer received by the Pare Hauraki collective commercial entity under the Pare Hauraki Collective Redress Deed, in respect of the following properties:



DEED OF SETTLEMENT

7: COLLECTIVE REDRESS

Land Holding Agency	Housing New Zealand Corporation		
Property ID	Address	Legal Description	Iwi
HSS0034361	Coromandel	0.0911 hectares, more or less, being Lots 2 and 4 DPS 366. All computer freehold register SA43A/498.	Te Patukirikiri
HSS0028775	Coromandel	0.0761 hectares, more or less, being Lot 3 DPS 617. All computer freehold register SA9A/589.	Te Patukirikiri
HSS0030005	Thames	0.0812 hectares, more or less, being Lot 3 DPS 2710. All computer freehold register SA54A/605.	Te Patukirikiri/Ngāti Maru/Ngāti Tamaterā
HSS0033811	Thames	0.0913 hectares, more or less, being Lot 1 DPS 86484. All computer freehold register SA68B/901.	Te Patukirikiri
HSS0029408	Thames	0.0927 hectares, more or less, being Lot 2 DPS 86484. All computer freehold register SA68B/902.	Te Patukirikiri
HSS0034359	Thames	0.0730 hectares, more or less, being Lot 3 DPS 86484. All computer freehold register SA68B/903.	Te Patukirikiri
HSS0031164	Thames	0.2023 hectares, more or less, being Lot 4 DPS 86484. All computer freehold register SA68B/904.	Te Patukirikiri/Ngāti Maru/Ngāti Tamaterā
FTD0003452	Thames	0.0187 hectares, more or less, being Lot 4 DPS 88604. All computer freehold register SA70A/499.	Te Patukirikiri
FTD0003453	Thames	0.0242 hectares, more or less, being Lot 5 DPS 88604. All computer freehold register SA70A/500.	Te Patukirikiri
HSS0031124	Thames	0.0422 hectares, approximately, being Lot 194 and Part Lot 160 Kauaeranga S28B Block. All computer freehold register SA773/154. Limited as to parcels.	Te Patukirikiri
HSS0029325	Thames	0.0744 hectares, more or less, being Lot 4 DPS 2710. All computer freehold register SA9C/436.	Te Patukirikiri/Ngāti Maru/Ngāti Tamaterā

DEED OF SETTLEMENT

7: COLLECTIVE REDRESS

MARUTŪĀHU IWI COLLECTIVE REDRESS

- 7.6 The parties record the following summary of redress intended to be provided for in the Marutūāhu Iwi Collective Redress Deed. The summary is non-comprehensive and provided solely for reference. In the event of any conflict between the terms of the summary and the Marutūāhu Iwi Collective Redress Deed, the Marutūāhu Iwi Collective Redress Deed prevails:

Cultural redress

- 7.6.1 vesting of land at the following properties:
- (a) Omahu property (Maungarei):
 - (b) Moutohora property (Motuora):
 - (c) Marutūāhu property (Mahurangi):
 - (d) Te Wharekura property (Tiritiri Matangi):
 - (e) Te Mokai a Tinirau property (Motuihe):
 - (f) Mangoparerua Pā property (Motuihe):
 - (g) Taurarua property A:
 - (h) [Taurarua property B]:
 - (i) Whangaparaoa property:
 - (j) Te Kawau Tu Maru property (Kawau):
- 7.6.2 vesting of the Fort Takapuna Guardhouse on the Fort Takapuna Recreation Reserve:
- 7.6.3 transfer of the Sunny Bay Wharf on Kawau Island:
- 7.6.4 statutory acknowledgements for Motutapu area, Fort Takapuna area, Waipapa area, Taurarua area and Mutukaroa / Hamlin Hill:
- 7.6.5 a coastal statutory acknowledgement for Ngāi Tai Whakarewa Kauri Marutūāhu Iwi:
- 7.6.6 a relationship agreement with the New Zealand Transport Agency in relation to Waipapa:



DEED OF SETTLEMENT

7: COLLECTIVE REDRESS

- 7.6.7 a letter from the Minister for Treaty of Waitangi Negotiations to the Auckland Council regarding inclusion of Mutukaroa / Hamlin Hill in the integrated management plan prepared and approved by the Tūpuna Maunga o Tāmaki Makaurau Authority:

Commercial redress

- 7.6.8 the transfer of part 6-10 Homestead Drive, Mt Wellington:
- 7.6.9 the transfer of the Maramarua Forest on specified terms:
- 7.6.10 [the purchase of New Zealand Defence Force properties on the North Shore and Whangaparaoa Peninsula on specified terms:]
- 7.6.11 the transfer of the Anzac Street, Takapuna property as an early release property:
- 7.6.12 the opportunity to purchase, for two years from settlement date, the following deferred selection properties:
- (a) specified landbank properties:
 - (b) the Panmure Probation Centre and the Boston Road Probation Centre subject to leaseback to the Department of Corrections:
 - (c) specified school sites (land only) subject to selection criteria and leaseback to the Ministry of Education:
- 7.6.13 the transfer of the Torpedo Bay property on specified terms with Ngāi Tai ki Tāmaki as a purchase and lease back to the Crown:
- 7.6.14 the deferred purchase of land at Waipapa administered by the New Zealand Transport Agency on specified terms and for a 35 year period from settlement date:
- 7.6.15 a right of first refusal over exclusive RFR land in the Kaipara region for a period of 177 years from settlement date:
- 7.6.16 a right of first refusal for shared RFR land with Ngāti Whātua o Kaipara over specified properties in the Kaipara region for a period of 169 years from its commencement date:
- 7.6.17 a shared right of first refusal with Te Kawerau ā Maki and Ngāti Whātua over RFR land in a specified area in the Mahurangi region for a period of 173 years from its commencement date.



DEED OF SETTLEMENT

8 HARBOURS

- 8.1 Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine (and the harbours in those water bodies) are of great spiritual, cultural, customary, ancestral and historical significance to Te Patukirikiri.
- 8.2 Te Patukirikiri and the Crown acknowledge and agree that this deed does not provide for cultural redress in relation to Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine as that is to be developed in separate negotiations between the Crown and Te Patukirikiri.
- 8.3 Te Patukirikiri consider, but without in any way derogating from clause 8.10, negotiations with the Crown will not be complete until they receive cultural redress in relation to Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine.
- 8.4 The Crown recognises:
- 8.4.1 the significant and longstanding history of protest and grievance on the Crown's actions in relation to Tīkapa Moana, including the 1869 petition of Tanumeha Te Moananui and other Pare Hauraki rangatira and the Kauaeranga Judgment; and
 - 8.4.2 Te Patukirikiri have long sought co-governance and integrated management of Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine.
- 8.5 The Crown acknowledges that the aspirations of Te Patukirikiri for Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine include co-governance with relevant agencies in order to:
- 8.5.1 restore and enhance the ability of those water bodies to provide nourishment and spiritual sustenance;
 - 8.5.2 recognise the significance of those water bodies as maritime pathways (aramoana) to settlements throughout the Pare Hauraki rohe; and
 - 8.5.3 facilitate the exercise by Te Patukirikiri of kaitiakitanga, rangatiratanga and tikanga manaakitanga.
- 8.6 The Crown and iwi share many goals for natural resource management, including environmental integrity, the sustainable use of natural resources to promote economic development, and community and cultural well-being for all New Zealanders. The Crown recognises the relationships Te Patukirikiri have with natural resources, and that the iwi have an important role in their care.
- 8.7 The Crown agrees to negotiate redress in relation to Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine as soon as practicable, and will seek sustainable and durable arrangements involving Te Patukirikiri in the natural resource management of Tīkapa

DEED OF SETTLEMENT

8: HARBOURS

Moana – Te Tai Tamahine / Te Tai Tamawahine that are based on Te Tiriti o Waitangi / the Treaty of Waitangi.

- 8.8 This deed does not address the realignment of the representation of iwi on the Hauraki Gulf Forum under the Hauraki Gulf Marine Park Act 2000. This matter will be explored in the negotiations over Tīkapa Moana.
- 8.9 The Crown owes iwi a duty consistent with the principles of Te Tiriti o Waitangi/the Treaty of Waitangi to negotiate redress for Tīkapa Moana – Te Tai Tamahine / Te Tai Tamawahine in good faith.
- 8.10 Te Patukirikiri are not precluded from making a claim to the Waitangi Tribunal in respect of the process referred to in clause 8.7.



DEED OF SETTLEMENT

9 SETTLEMENT LEGISLATION, CONDITIONS, AND TERMINATION

SETTLEMENT LEGISLATION

- 9.1 The Crown must propose the draft settlement bill for introduction to the House of Representatives.
- 9.2 The settlement legislation must provide for all matters for which legislation is required to give effect to this deed of settlement.
- 9.3 The draft settlement bill proposed for introduction to the House of Representatives –
- 9.3.1 may be in the form of an omnibus bill that includes bills settling the claims of the Iwi of Hauraki; and
 - 9.3.2 must comply with the relevant drafting conventions for a government bill; and
 - 9.3.3 must be in a form that is satisfactory to Te Patukirikiri and the Crown.
- 9.4 The Crown must not after introduction to the House of Representatives propose changes to the draft settlement bill other than changes agreed in writing by Te Patukirikiri and the Crown.
- 9.5 Te Patukirikiri and the governance entity must support the passage of the draft settlement bill through Parliament.

SETTLEMENT CONDITIONAL

- 9.6 This deed, and the settlement, are conditional on the settlement legislation coming into force.
- 9.7 However, the following provisions of this deed are binding on its signing:
- 9.7.1 clauses 6.2, 6.6 to 6.10 and 9.4 to 9.11:
 - 9.7.2 paragraph 1.3, and parts 4 to 7, of the general matters schedule.

EFFECT OF THIS DEED

- 9.8 This deed –
- 9.8.1 is “without prejudice” until it becomes unconditional; and



DEED OF SETTLEMENT

9: SETTLEMENT LEGISLATION, CONDITIONS, AND TERMINATION

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

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

TERMINATION

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

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

9.10.2 the terminating party has given the other party at least 40 business days' notice of an intention to terminate.

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

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

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

9.11.3 this deed remains "without prejudice"; but

9.11.4 the parties intend that –

(a) the on-account payments;

(b) the property referred to in clause 7.4, if that property is transferred pursuant to the Pare Hauraki Collective Redress Deed; and

(c) [the property referred to in clause 7.6.11, if that property is transferred pursuant to the Marutūāhu Iwi Collective Redress Deed,]

are taken into account in any future settlement of the historical claims.



DEED OF SETTLEMENT

10 GENERAL, DEFINITIONS AND INTERPRETATION

GENERAL

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

HISTORICAL CLAIMS

- 10.2 In this deed, **historical claims** –
- 10.2.1 means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that Te Patukirikiri, 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 Te Tiriti o Waitangi/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

DEED OF SETTLEMENT

10: GENERAL, DEFINITIONS AND INTERPRETATION

(ii) by or under legislation; and

10.2.2 includes every claim to the Waitangi Tribunal to which clause 10.2.1 applies, so far as it relates to Te Patukirikiri or a representative entity, including the following claims:

- (a) Wai 100 - Hauraki Māori Trust Board claim:
- (b) Wai 349 - Hauraki Tribal Rohe claim:
- (c) Wai 373 – Maramarua State Forest claim:
- (d) Wai 374 - Auckland Central Railways Land claim:
- (e) Wai 454 - Marutūāhu Tribal Region claim:
- (f) Wai 475 - Whangapoua Forest claim:
- (g) Wai 495 - Marutūāhu Tribal Lands claim:
- (h) Wai 650 - Athenree Forest and Surrounding Lands claim:
- (i) Wai 720 - Mahurangi-Omaha (Hauraki Gulf) claim:
- (j) Wai 811 - Coromandel Township and Other Lands (Te Patukirikiri) claim:
- (k) Wai 865 - Waihou Railway Land claim.

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

10.3.1 a claim that a member of Te Patukirikiri, or a whānau, hapū, or group referred to in clause 10.5.2, may have that is, or is founded on, a right arising as a result of being descended from a tupuna or ancestor who is not referred to in clause 10.5.1:

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

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

TE PATUKIRIKIRI

10.5 In this deed, **Te Patukirikiri** means –

10.5.1 the collective group composed of individuals who descend from a Te Patukirikiri tupuna or ancestor; and



DEED OF SETTLEMENT

10: GENERAL, DEFINITIONS AND INTERPRETATION

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

- (a) Ngāti Taukaka;
- (b) Ngāti Rai;
- (c) Ngāti Te Uti;
- (d) Te Mango; and
- (e) Ngāti Taurua; and

10.5.3 every individual referred to in clause 10.5.1.

10.6 For the purposes of clause 10.5.1 –

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

- (a) birth; or
- (b) legal adoption; or
- (c) whāngai (Māori customary adoption) in accordance with Te Patukirikiri tikanga (Māori customary values and practices of Te Patukirikiri); and

10.6.2 **Te Patukirikiri tupuna or ancestor** means an individual who –

- (a) exercised customary rights by virtue of being descended from –
 - (i) Kapetaua; or
 - (ii) a recognised tupuna or ancestor of any of the groups referred to in clause 10.5.2; and
- (b) exercised customary rights predominantly in relation to the area of interest after 6 February 1840; and

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

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

DEED OF SETTLEMENT

10: GENERAL, DEFINITIONS AND INTERPRETATION

MANDATED NEGOTIATORS

10.7 In this deed, **mandated negotiators** means the following individuals –

10.7.1 William Kapanga Peters, Thames; and

10.7.2 David Condon Williams, Coromandel Town.

ADDITIONAL DEFINITIONS

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

INTERPRETATION

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



DEED OF SETTLEMENT

SIGNED as a deed on [date]

SIGNED for and on behalf of **TE PATUKIRIKIRI** by
the mandated negotiators in the presence of –

William Kapanga Peters

David Condon Williams

WITNESS

Name:

Occupation:

Address:

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

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

Hon Christopher Finlayson

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

Hon Steven Leonard Joyce

WITNESS

Name:

Occupation:

Address:

A handwritten signature in black ink, appearing to be 'W. Kapanga Peters', written over a horizontal line.