

NGĀI TAI KI TĀMAKI

and

THE TRUSTEES OF THE NGĀI TAI KI TĀMAKI TRUST

and

THE CROWN

**DEED OF SETTLEMENT OF
HISTORICAL CLAIMS**

[DATE]

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 Ngāi Tai ki Tāmaki 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 Ngāi Tai ki Tāmaki; and
- specifies the cultural redress, and the financial and commercial redress, to be provided in settlement to the trustees of the Ngāi Tai ki Tāmaki Trust, who have been approved by Ngāi Tai ki Tāmaki to receive the redress; and
- includes definitions of –
 - the historical claims; and
 - Ngāi Tai ki Tāmaki; and
- provides for other relevant matters; and
- is conditional upon settlement legislation coming into force.

DEED OF SETTLEMENT

TABLE OF CONTENTS

1	BACKGROUND	7
2	HISTORICAL ACCOUNT	13
	HISTORICAL ACCOUNT IN TE REO	22
3	ACKNOWLEDGEMENT AND APOLOGY	23
	ACKNOWLEDGEMENT IN TE REO.....	25
	APOLOGY IN TE REO	26
4	SETTLEMENT.....	27
5	CULTURAL REDRESS	30
6	FINANCIAL AND COMMERCIAL REDRESS.....	47
7	COLLECTIVE REDRESS.....	56
8	HARBOURS	59
9	SETTLEMENT LEGISLATION, CONDITIONS, AND TERMINATION.....	60
10	GENERAL, DEFINITIONS, AND INTERPRETATION	62

DEED OF SETTLEMENT

SCHEDULES

GENERAL MATTERS

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

PROPERTY REDRESS

1. Disclosure information and warranty
2. Vesting of cultural redress properties
3. Commercial redress properties
4. Deferred selection properties
5. Commercial property: Torpedo Bay property
6. Deferred purchase of deferred selection properties other than Papakura property
7. Joint deferred purchase of Papakura property
8. Terms of transfer
9. Notice in relation to settlement properties
10. Definitions

DOCUMENTS

1. Statements of association (statutory acknowledgement)
2. Deed of recognition
3. Protocols
4. Conservation relationship agreement
5. Letter of introduction
6. Museum/library letter
7. Statements of association (clauses 5.43 to 5.46)
8. Easements in relation to Hukunui
 - A Right to convey water easement from the Minister of Conservation
 - B Walkway easement from the trustees
 - C Right to convey water easement from the trustees

DEED OF SETTLEMENT

D Right of way easement from the trustees

- 9. Easement in relation to Te Tauroa**
- 10. Lease in relation to Te Waiarohia Pā**
- 11. Easement in relation to Maungarei A**
- 12. Leaseback: School sites**
- 13. Leaseback: Glen Innes Police Station (land only)**
- 14. Leaseback: Papakura property**
- 15. Leaseback: Torpedo Bay property**

ATTACHMENTS

- 1. Area of interest**
- 2. Deed plans**
- 3. Draft settlement bill**

DEED OF SETTLEMENT

DEED OF SETTLEMENT

THIS DEED is made between

NGĀI TAI KI TĀMAKI

and

THE TRUSTEES OF THE NGĀI TAI KI TĀMAKI TRUST

and

THE CROWN

DEED OF SETTLEMENT

TAPUWAE ONUKU TAPUWAE ARIKI TAPUWAE O TAI

WE OF THE SACRED FOOTPRINT IN THE EARTH – THE FOOTPRINTS OF THE HIGH-BORN – THE FOOTPRINTS ON OUR FORESHORES



Tapuwae-Onuku - Ngāi Tai ki Tāmaki have a long, unbroken genealogy and occupation of their lands, waters and seas extending from the aboriginal inhabitants, pre-dating the Hawaiiki immigrants. The symbol best describing this is the taonga currently residing in the Auckland Museum, being a fossilised human footprint dating from the founding eruption of Rangitoto 600 years ago and discovered on Motutapu Island, a place long held sacred to Ngāi Tai for their many wāhi tapu and association with the Tupua at that place.

Tapuwae-Ariki - Smaller footprints remind us of the many descendants & mokopuna (riki), who have crossed this region over that long period of time. Larger footprints remind us of our high-born chiefly lines (ariki) and ancestors. These remind us how important those leaders were and their value as navigators through our history.

Tapuwae-Otai - Even our tribal name Ngāi Tai, resounds as the story of a maritime people unencumbered by any normal sense of boundaries, where our vision was only limited by our imagination. It was the same vision, honed by thousands of years of exploration, facing the challenge of crossing the world's greatest ocean for survival. These descendants of Maui today carry his DNA and values into the new world of Ngāi Tai, true inheritors and worthy recipients of a boundless legacy left by the ancients and their numerous descendants.

“Ka hoki ngā mahara ki a ratou mā, ngā uri a Maui-potiki i tapaina nei ki te motu. Tēnā ko ngā tūpuna o Ngāi Tai i waiho toitū te mauri o neherā.”

“We remember those who have gone before us, those descendants of Maui-the-explorer who named this land. They were all ancestors of Ngāi Tai and bequeathed the essence of who we are from a time before a memory.”

“Ko ngā whetū ki te rangi, ko ngā kirikiri ki te one taitapa, ko ngā mana whakaheke o Ngāi Tai.”

“As the stars in the sky and the grains of sand on our many foreshores, so are the myriad chiefs in the pantheon of Ngāi Tai forebears.”

DEED OF SETTLEMENT

1 BACKGROUND

- 1.1 In this background section, Ngāi Tai describe their kōrero tuku iho (history) about their origins and takiwā (traditional area). Ngāi Tai also discuss their pursuit of redress since the nineteenth century.

NGĀI TAI ORIGINS

- 1.2 Ngāi Tai trace their ancestry from ancient pre-waka peoples known as Tūrehu and Patupaiarehe, led by Koiwiriki and his daughter Hinemairangi of the Hūnua, Papakura, Maraetai and Pakuranga districts. Ōhinerangi, the large sacred stone on the beach at Maraetai between Pōhaturoa and Papawhitu Pā is named for Hinemairangi and is a direct link to these ancient ancestors.
- 1.3 Later Polynesian voyagers including Tāmaki, son of the apical ancestor Maruiwi, and their relative Ruatāmore led a large contingent of their people overland from their initial landing at Taranaki, to become established throughout the Tāmaki, Hauraki and Northland regions. Tāmaki's daughter Huiarangi became a wife of the celebrated explorer Toitehuatahi when Toi visited the Tāmaki region, leaving descendants by Huiarangi at Pakuranga.
- 1.4 The pre-waka ancestors of Ngāi Tai welcomed famous voyaging waka such as *Tainui* to Tāmaki during its passage through the Hauraki Gulf / Tīkapa Moana and Waitematā Harbour around seven hundred years ago. Some crew members disembarked to settle among the tāngata whenua, including Taikehu, who established himself at Te Maungaūika (North Head) and on Motutapu Island, which he named after part of his Hawaiki homeland. Of Taikehu, it is said:

Nga waka o Taikehu, me he kaahui kaitaaha kapi tai.

The canoes of Taikehu, like unto a shoal of herrings filling the sea.

- 1.5 Exploring the Waitematā and the Tāmaki Isthmus, Taikehu's people saw Ōtāhuhu, and beyond that, the waters of Te Manuka (Manukau Harbour) from Te Taututu. In the Manuka, Taikehu's people found an abundance of mātaitai (sea foods) and great flocks of sea birds. Taikehu and his companions caught the jumping kanae (mullet) – “one in each hand.” Taikehu took possession of the fishery by naming the fish “Ngā tamariki toa o Taikehu” (The romping or fearless children of Taikehu). In a variation on this pēpeha, the phrase “Ngā pōtiki toa ā Taikehu” is applied to Taikehu's Ngāi Tai people.
- 1.6 Another *Tainui* crewmember, Tiki-te-Auwhatu (a.k.a. Te Keteanataua), came ashore at Taurere on the west bank of the Tāmaki estuary. There he married a local woman named Hinematapāua, a descendant of the early ancestors Ruatāmore and Ohomairangi. Bringing together the descent lines of *Tainui* and local tāngata whenua, their son Taihaua became the eponymous ancestor of Ngāti Taihaua, a founding hapū of Ngāi Tai. His descendants ramified into hapū such as Ngāti Taimanawaiti, Te Uri o Te Ao, Ngāti Kōhua, Ngāti Te Rau and numerous others. Many remain active as hapū of Ngāi Tai today.

DEED OF SETTLEMENT

1: BACKGROUND

MOTUTAPU

- 1.7 Ngāi Tai's early presence on Te Motu-tapu-a-Taikehu (Motutapu, The Sacred Island of Taikehu) is memorialised in the opening whakatauaākī relating to the ash footprints found on the island dating from the eruption of neighbouring Rangitoto that occurred around the year 1400.
- 1.8 The Ōrāwaho channel and Te Pēhi-a-Manawatere (Pēhimanawa, Home Bay) are associated with the ancient Ngāi Tai ancestor Manawatere, and the guardian ngārara (reptiles) of Kāhumatamomoe. Manawatere reached the Maraetai coastline by gliding over the ripples of the waves in his waka *Te Huruhuru-manu* without touching the water. On reaching the Ōrāwaho passage at Motutapu, he was drowned, for he did not know the karakia with which to placate the lizards placed there by Kāhumatamomoe. Battered and bruised, his body later washed ashore on the opposite side of the island at Te Pēhi-a-Manawatere: "The Bruising of Manawatere." In Ngāi Tai tradition Manawatere is associated with the pōhutukawa at Tuwakamana (Howick) where he left a sacred mark known as "Te tuhi o Manawatere". Burials at Motutapu, Motuihe and Ōmanawatere (Ōmana Beach, Maraetai) occur in the roots of pōhutukawa trees. The islands contain numerous urupā and other wāhi tapu sacred to Ngāi Tai.
- 1.9 The chief Kūpapa, of the Ngāti Tai-horokōwhatu hapū of Ngāi Tai, first established Ngāi Tai reoccupation of Motutapu after the eruption of Rangitoto. Kūpapa died and was buried at Motutapu, and was succeeded by Tāmaki Te Ao (alias Takataka) who lived at Te Tauroa pā on Motuihe Island.
- 1.10 One of the names of the three peaks of Rangitoto was Ngā Tuaitara-a-Taikehu (The Dorsal Fins of Taikehu), after the tohunga Taikehu climbed to the summit of the island, having first placated the ngārara of Kāhumatamomoe with karakia. The footprints left on Motutapu by the ash of Rangitoto are profoundly important wāhi tapu of Ngāi Tai, as Ngāi Tai tradition holds that the people who left the prints were the descendants of Taikehu.

TE HEKENGĀ O TE TORU

- 1.11 Around the year 1700, three chiefly sisters arrived at Papaaroha, a settlement just north of present day Coromandel town. They were descendants of Tōrere-nui-a-rua, the daughter of the commander of *Tainui*, Hoturoa, and puhi ariki of her people, who had disembarked in the eastern Bay of Plenty and settled there. Several generations later, disputes over cultivations caused these women to seek a new home with their relatives in Hauraki. The two elder sisters, Te Raukohekohe and Te Mōtū ki Tāwhiti married Te Whatatau, the chief of Ngāi Tai at Maraetai.

TE WHATATAU RAUA KO TE RAUKOHEKOHE

- 1.12 The marriage of Te Whatatau to Te Raukohekohe produced the great chief Te Wana, who is credited with uniting a number of related but scattered hapū under the banner of Ngāi Tai, and expanding their interests into the upper Wairoa River district of Hūnua. His own hapū became known as Ngāti Te Rau after his mother, and they are the principal hapū of Ngāi Tai at Umupuia today. The third sister, Te Kaweinga, married a

DEED OF SETTLEMENT

1: BACKGROUND

man named Te Whiringa, who belonged to Ngāi Tai and other iwi. Their descendants intermarried with the chiefly lines of Hauraki, creating a network of whanaungatanga that consolidated political alliances on the western side of the Firth of Thames.

TE TAKIWĀ

- 1.13 By the eighteenth century, Ngāi Tai had interests from Te Wai-o-Tāiki (Tāmaki River), eastwards beyond the Wairoa River, and inland to Te Ngaherehere-o-Kohukohunui (Hūnua Ranges). Interests included the Tāmaki tōwaka (portage) at Ōtāhuhu and the inner Gulf Islands of Rangitoto, Te Motutapu-a-Taikahu, Te Motu-a-Ihenga (Motuihe), Motukōrea, south and eastern parts of Te Motu Ārai-roa (Waiheke), and the islands to the east and south-east of Waiheke Island: Te Pounui-a-Peretū (Ponui), Taratoroa (Rotoroa), Pakatoa, Pākihi, and Kāramuramu. Southeast of the Wairoa River, Ngāi Tai and adjoining hapū had interests in lands between Mātaitai and Kawakawa Bay, and from Ōrere to Pūkorokoro.
- 1.14 The Hūnua Ranges housed bird catching grounds, rat runs, waterways full of fat tuna and kōura, and rongoā Māori (traditional medicines). The forest served as a wāhi tapu, with trees containing the bones of ancestors, burial caves, and sacred teaching sites marked by seventy Pou Whenua. It was also the home of an ancient hāhi (spiritual belief) known as Tāhere Manu, focused on bird-lore.
- 1.15 Ngāi Tai also had interests on the isthmus west of the Tāmaki River at Taurere (Glendowie), Te Tauoma (Panmure), Maungarei (Mount Wellington) and Maungawhau (Mount Eden), and from Takapuna on the North Shore as far north as Whangaparāoa, Tiritirimatangi, Mahurangi and Te Arai. South of the Manukau Harbour, Ngāi Tai interests extended from Whātāpaka, Te Karaka and Papakura to Te Awanui-o-Taikahu and Tirikōhua near Tuakau. Hapū of Ngāi Tai maintained a long-standing presence on Aotea and parts of the Hauraki Peninsula, particularly from Moehau in the north to Whangapoua and Waiau, and in the southeast between Whangamatā and Te Ranga-a-Taikahu, near Katikati.

THE EFFECTS OF WAR

- 1.16 From around the mid eighteenth century to the early nineteenth century, long-standing patterns of tribal manawhenua in the Tāmaki, Tīkapa Moana and Hauraki districts were disrupted as disputes escalated to involve hapū and iwi from outside the region. Although tūpuna of Ngāi Tai such as Te Rangikaketū and Te Hehewa became involved in these events, they managed to avoid the fate of less-fortunate relatives, retaining their mana and passing it on to their descendants. While the traditions do not record Ngāi Tai suffering a calamitous defeat in this period, the population declined during the early nineteenth century due to introduced diseases and the direct effects of warfare, including the deprivations caused by having to shelter in the Hūnua bush during the musket wars.

NGA RANGATIRA

- 1.17 In the early years of Pākehā settlement in the Tāmaki district, the chiefs of Ngāi Tai were Te Tara Te Irirangi, his brother-in-law Te Hauā, Te Hauā's elder brother Te Waru,

DEED OF SETTLEMENT

1: BACKGROUND

and Te Irirangi's first cousin, Nuku. Te Hauā took the baptismal name of Wīremu (Wī) Herewini Te Hauā, whilst Nuku also became known as Anaru. Apart from Te Hauā, all of these men passed away between c.1844 and 1852. Their offspring were the next generation of Ngāi Tai leaders: Honetana Te Irirangi was the son of Te Tara; Te Makuru, later baptised Te Wātene (Watson) Te Makuru, was the only son of Wī Te Hauā; and Hōri Te Whētuki was the son of Nuku. In very old age Wī Te Hauā was the last rangatira to remain on the land at Umupuia, while the rest of the iwi occupied pā at the mouth of Te Wairoa under Honetana Te Irirangi and Te Wātene Te Makuru. Te Whētuki, Honetana and Te Makuru were the leading chiefs of Ngāi Tai throughout the later nineteenth century.

IN PURSUIT OF REDRESS

- 1.18 Ngāi Tai ki Tāmaki have consistently maintained that they possessed and exercised rights and responsibilities in relation to their rohe in accordance with their tikanga and state that their rights and interests have never been willingly relinquished.
- 1.19 Ngāi Tai ki Tāmaki Iwi have persistently maintained their claims against the Crown since their first petitions to Parliament in the nineteenth century.
- 1.20 In the latter part of the twentieth century, various members of Ngāi Tai ki Tāmaki filed historical Treaty of Waitangi claims with the Waitangi Tribunal. In the late twentieth and early twenty-first centuries members of Ngāi Tai ki Tāmaki participated in the Tribunal's Hauraki district inquiry.

TREATY SETTLEMENT NEGOTIATIONS WITH THE CROWN

- 1.21 Since 1989, Ngāi Tai ki Tāmaki have sought to enter into negotiations with the Crown to settle all historical Treaty claims of Ngāi Tai ki Tāmaki.
- 1.22 Negotiations regarding the resolution of the Ngāi Tai ki Tāmaki historical claims evolved out of the 2007 Waitangi Tribunal urgent inquiry into the Crown process for offering redress in Tāmaki Makaurau. As a result of this inquiry, on 24 June 2009 the Crown presented a settlement proposal (including quantum and cultural redress) to the claimant groups in Tāmaki, Kaipara and Hauraki, including Ngāi Tai ki Tāmaki, at the Ellerslie racecourse in Auckland. On 23 July 2009, Ngāi Tai ki Tāmaki officially informed the Crown that they were willing to enter negotiations under the auspices of the proposal. Subsequently, on 1 August 2009, Ngāi Tai ki Tāmaki resolved that the Ngāi Tai ki Tāmaki Tribal Trust be the authorised interim negotiators to begin treating with the Crown for a comprehensive settlement of the historical claims of Ngāi Tai ki Tāmaki.
- 1.23 On 1 November 2009, a mandate hui at Umupuia Marae voted to confirm the Trust's mandate to negotiate on behalf of Ngāi Tai ki Tāmaki. The Ngāi Tai ki Tāmaki Tribal Trust submitted a Deed of Mandate to the Crown on 15 December 2009.
- 1.24 The Minister of Māori Affairs and the Minister for Treaty of Waitangi Negotiations recognised the Deed of Mandate on 26 February 2010.

DEED OF SETTLEMENT

1: BACKGROUND

- 1.25 The trustees of the Ngāi Tai ki Tāmaki Tribal Trust and the Crown agreed the scope, objectives, and general procedures for the negotiations by terms of negotiation signed in June 2010.
- 1.26 The Crown and the negotiators, for and on behalf of the trustees of the Ngāi Tai ki Tāmaki Tribal Trust and Ngāi Tai ki Tāmaki, -
- 1.26.1 agreed, in principle, by agreement signed on 5 November 2011, that the Crown and Ngāi Tai ki Tāmaki were willing to enter into a deed of settlement on the basis set out in the agreement; and
- 1.26.2 have, since the agreement in principle, –
- (a) had extensive negotiations conducted in good faith; and
- (b) negotiated and initialled a deed of settlement.
- 1.27 Ngāi Tai ki Tāmaki state that their economic and political marginalisation after 1840 led to the invisibility of Ngāi Tai in own their rohe. Ngāi Tai view this settlement as an acknowledgement that the Crown finally accepts the status of Ngāi Tai ki Tāmaki.

RATIFICATION AND APPROVAL OF THE TRUSTEES TO RECEIVE THE REDRESS

- 1.28 Ngāi Tai ki Tāmaki have, between 21 September 2012 and 19 October 2012, carried out a ratification process to approve the following:
- 1.28.1 the formation of the Ngāi Tai ki Tāmaki Trust (as the governance entity for Ngāi Tai ki Tāmaki in relation to the redress to be received in settlement of their historical claims):
- 1.28.2 the trustees of that trust receiving the redress to be provided by the Crown to Ngāi Tai ki Tāmaki in settlement of their historical claims.
- 1.29 The Crown, on 12 November 2012, recognised that the results of the ratification process referred to in clause 1.28 demonstrated sufficient support from Ngāi Tai ki Tāmaki for –
- 1.29.1 the Ngāi Tai ki Tāmaki Trust to be formed and trustees of that trust to be elected; and
- 1.29.2 the trustees of that trust to receive the redress under this deed.
- 1.30 The trustees were elected as trustees of the Ngāi Tai ki Tāmaki Trust on 10 March 2013.

DEED OF SETTLEMENT

1: BACKGROUND

RATIFICATION AND APPROVAL OF THIS DEED

- 1.31 Ngāi Tai ki Tāmaki have, since the initialling of the deed of settlement, by a majority of **[percentage]**%, ratified this deed and approved its signing on their behalf by the trustees of the Ngāi Tai ki Tāmaki Tribal Trust.
- 1.32 The majority referred to in clause 1.31 is of valid votes cast in a ballot by eligible members of Ngāi Tai ki Tāmaki.
- 1.33 The trustees approved entering into, and complying with, this deed by resolution of the trustees on **[date]**.
- 1.34 The Crown is satisfied –
- 1.34.1 with the ratification and approvals of Ngāi Tai ki Tāmaki referred to in clause 1.31; and
 - 1.34.2 with the trustees' approval referred to in clause 1.33; and
 - 1.34.3 the trustees, in their capacity as trustees of the Ngāi Tai ki Tāmaki Trust, are appropriate to receive the redress.

AGREEMENT

- 1.35 Therefore, the parties –
- 1.35.1 in a spirit of good faith and co-operation wish to enter into this deed settling the historical claims; and
 - 1.35.2 agree and acknowledge as provided in this deed.

DEED OF SETTLEMENT

2 HISTORICAL ACCOUNT

- 2.1 The Crown's acknowledgement and apology to Ngāi Tai ki Tāmaki in part 3 are based on this historical account.
- 2.2 According to their oral traditions, Ngāi Tai ki Tāmaki have maintained customary interests and ahi kā in Tāmaki, Hauraki, and Tīkapa Moana (Hauraki Gulf / Tīkapa Moana) since time immemorial.

Ngāi Tai ki Tāmaki and pre-Treaty transactions

- 2.3 Before Te Tiriti o Waitangi was signed, Ngāi Tai ki Tāmaki rangatira, often alongside rangatira of other iwi, were involved in land transactions relating to Ōtāhuhu, and Motuihe, Motutapu, and other inner-Gulf islands. Ngāi Tai consider that their tūpuna did not intend to permanently alienate their ancestral lands through transactions in the late 1830s. Rather, Ngāi Tai ki Tāmaki view those transactions as attempts by their tūpuna to foster ongoing, mutually beneficial relationships with Europeans.
- 2.4 Between 1836 and 1839 five iwi, including Ngāi Tai ki Tāmaki, negotiated transactions with a missionary for a large land block in Tāmaki. In 1837 the missionary wrote on the back of one of the deeds that the iwi and hapū who had sold the land would retain at least one third of the block "for their personal use for ever." There was uncertainty about the amount of land transacted. The exact size of the transaction has never been definitively established, but the first actual survey put it at 75,000 acres and in 1948 a Royal Commission concluded the block was nearly 83,000 acres in extent. The block incorporated a significant amount of land in the Ngāi Tai ki Tāmaki rohe.

Te Tiriti o Waitangi

- 2.5 Ngāi Tai ki Tāmaki understand that their tūpuna welcomed the arrival of the Crown in 1840, which they envisaged as a continuation of the mutually beneficial relationships they had enjoyed with early European settlers and missionaries. On 4 March 1840 sixteen rangatira signed Te Tiriti o Waitangi at Karaka Bay at the entrance to the Tāmaki River. Ngāi Tai ki Tāmaki tradition records that two of the signatories were rangatira of Ngāi Tai ki Tāmaki.

The Land Claims Commission and the Crown's retention of "surplus" land

- 2.6 In 1840 the Crown established a Land Claims Commission to investigate pre-Treaty land transactions by private parties. If the land the Crown considered to have been validly purchased exceeded the amount it was willing to grant to individual claimants, the Crown's policy was to retain the balance of the land itself as "surplus," on the basis that the original pre-Treaty transaction had extinguished Māori customary title.
- 2.7 The missionary had recorded that at least one third of the land in the Tāmaki block should be permanently set aside for Māori occupation. In 1842 a Land Claims Commissioner recommended that the Crown leave one-third of the purchase in the "undisturbed possession" of Māori. In 1844 the Crown had the case reviewed by another commissioner who recommended the Crown grant 5,500 acres to the missionary. The Crown would retain the remainder of the land, amounting to more than 78,000 acres, as "surplus". The block and proposed reserve lands were not properly surveyed prior to either commissioner's investigation. The Crown made no assessment of the adequacy of

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

lands remaining in Ngāi Tai ki Tāmaki's possession following its acquisition of a significant part of their rohe east of the Tāmaki river as "surplus" land.

- 2.8 In 1851, following Māori protest, the Crown paid compensation to other iwi for their lands within the Tāmaki block. In February 1854 the Crown paid Ngāi Tai ki Tāmaki £500 to relinquish their claims to land within the Tāmaki block, including any claims to the land that the missionary had recorded would be reserved for Māori. The Crown promised a reserve as part of the same agreement. In March 1854 the Crown granted the 6,063-acre Umupuia Reserve to Ngāi Tai ki Tāmaki. The reserve was a fraction of the size of the original Tāmaki block, and substantially less than the one-third the missionary had said would be set aside for Māori.

Pre-emption waiver transactions

- 2.9 Between March 1844 and November 1845, the Crown waived its right of pre-emption to allow land sales between Māori rights-holders and private individuals. The Crown originally intended for these transactions to be limited to "no more than a few hundred acres," and to reserve ten percent of the land, or tenths, from each sale for public purposes, for the benefit of Māori. Settlers purchased land from Ngāi Tai ki Tāmaki on the Hauraki Gulf / Tīkapa Moana islands, the eastern side of the Wairoa River, and at Papakura.
- 2.10 In 1845 the Crown stopped issuing pre-emption waiver certificates and appointed Commissioners to investigate these transactions. As with pre-Treaty transactions, the Crown applied a "surplus" lands policy to pre-emption waiver transactions. As a result, the Crown retained approximately 3,000 acres as surplus land from pre-emption waiver transactions involving Ngāi Tai ki Tāmaki individuals. Once again, the Crown made no assessment as to the adequacy of lands remaining in Ngāi Tai ki Tāmaki's possession following its acquisition of "surplus" lands. It also reneged on its commitment to reserve tenths.

Crown purchasing of Ngāi Tai ki Tāmaki lands at Mahurangi and Hūnua

- 2.11 Crown policy was to purchase land from Māori at a low price and on-sell it at high prices. Colonisation was to be funded by the substantial difference between the amount the Crown paid to purchase Māori land and the amount it received when it on-sold it to settlers.
- 2.12 In 1841, the Crown purchased a large block of land at Mahurangi and Omaha. The block was not surveyed at the time, but a recent estimate put its area at approximately 220,000 acres. The Ngāi Tai ki Tāmaki rangatira Tara Te Irirangi, Nuku and Te Hauā signed the deed along with nineteen others. In 1842 the Crown also purchased around 30,000 acres at Papakura from Ngāi Tai ki Tāmaki hapū Ngāti Taihaua, a hapū with ancient and longstanding whakapapa to Ngai Tai.
- 2.13 The Crown later asserted that the Mahurangi purchase included the islands of Rangitoto and Tiritirimatangi. In 1854 the Crown purchased Rangitoto again from a rangatira of another iwi. In 1866 the Native Land Court investigated title to Rangitoto Island. A number of individuals made a claim on the basis of their Ngāi Tai ki Tāmaki affiliations, though the case was withdrawn by the claimants when the Crown showed them the 1854 deed of sale. In 1867 the Native Land Court heard the Tiritirimatangi case. The

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

claimants included individuals with affiliations to Ngāti Taihaua. The Crown lodged a counter-claim for the island. The Court found that the Mahurangi deed could not have been intended to cover large islands such as Rangitoto and Tiritirimatangi since they were not specifically named, but held that the Crown had rights to Tiritirimatangi on account of local hapū allowing Europeans to occupy the island. Accordingly, the Court awarded Tiritirimatangi to the Crown. Ngāi Tai ki Tāmaki's shared customary interests in the islands were alienated through these processes.

- 2.14 In June 1853 and January 1854 the Crown purchased Ponui Island from other iwi in two separate transactions. In 1866 one of the sellers told the Native Land Court that the island had belonged to Ngāi Tai ki Tāmaki.
- 2.15 In March 1854 the Crown purchased the 15,000-acre Hūnua block from Ngāi Tai ki Tāmaki. The deed included a provision that ten percent of the proceeds of future sales of land from the block would be expended for schools and hospitals for Māori, medical visits, construction of mills, and annuities for Ngāi Tai ki Tāmaki chiefs. In 1927 a Royal Commission of Inquiry concluded that Crown expenditure on medical and school services for Māori in Auckland was performance of the “tenths” obligation. However, Ngāi Tai ki Tāmaki assert that subsequent generations of Ngāi Tai ki Tāmaki derived little benefit from this.
- 2.16 In July 1854 the Crown purchased the 9,000 acre Takapautotara block, located to the south of Hūnua, from Ngāi Tai ki Tāmaki and other iwi. The Crown made no reserves from the block.

Alienation of Motutapu

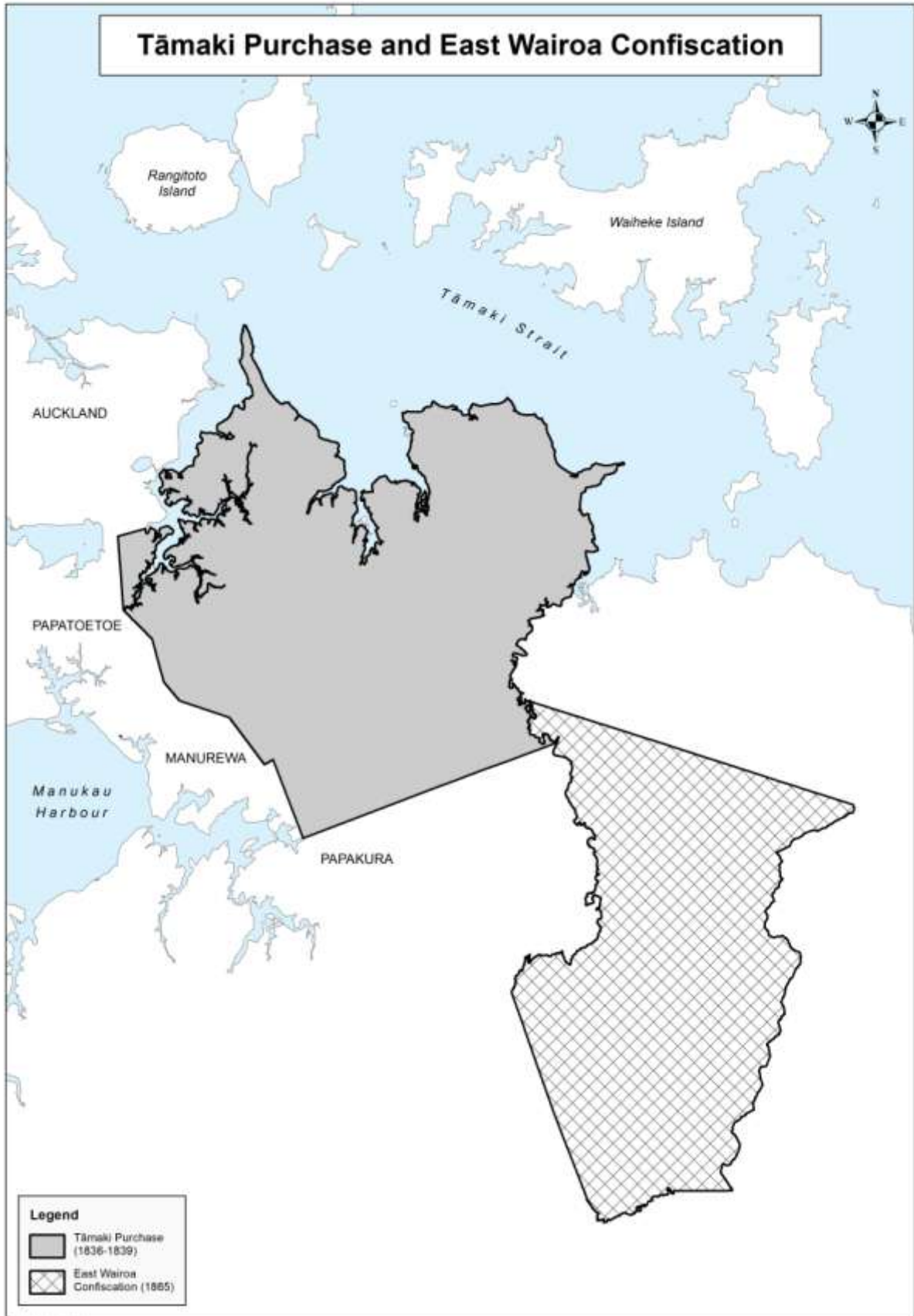
- 2.17 Motutapu is an island of great significance to Ngāi Tai ki Tāmaki. On 11 January 1840 Tara Te Irirangi and five others signed a deed conveying Motutapu and several other inner Gulf islands to a settler married to Ngeungeu of Ngāi Tai ki Tāmaki. Ngāi Tai ki Tāmaki consider that, as with other pre-Treaty transactions, Te Tara entered into the Motutapu deed in attempt to foster ongoing, mutually beneficial relationships with Europeans. On 15 December 1840 the settler lodged a claim for the islands to be heard by the Land Claims Commission, but died before the Commission investigated the claim.
- 2.18 Land Claims Commissioners subsequently investigated and reported on claims to Motutapu in 1844, 1854 and 1857. Their investigations traversed claims based on the 1840 transaction and two 1845 transactions conducted under a pre-emption waiver certificate. In 1857 the Land Claims Commissioner recommended that the Crown grant 2,560 acres to the six children of the settler who made the 1840 transaction and 1,409 acres to another settler whose claim derived from the transactions made under the pre-emption waiver regime. The Commissioner also recommended the Crown retain 82 acres for reserves and roads. The Crown granted the 2,560 acres to the settler's children, who were Ngāi Tai ki Tāmaki, in individualised European title. By 1870 the children's interests in Motutapu had been alienated.
- 2.19 Ngāi Tai ki Tāmaki subsequently petitioned Parliament seeking a determination of the interests of the children who were deceased when these alienations took place. Parliament forwarded the petitions to the Crown for consideration but the Crown did not investigate the interests of the deceased children. It considered that under the form of title granted in 1857 the interests of deceased owners would have legally passed directly

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

to the other owners. The Crown therefore concluded that the deceased children had no interests left to investigate. This failed to satisfy Ngāi Tai ki Tāmaki, who continued to press their claims in relation to Motutapu through successive generations.

DEED OF SETTLEMENT
2: HISTORICAL ACCOUNT



DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

War and raupatu

- 2.20 By the late 1850s rising tensions between the Crown and Māori had led to the establishment of the Kīngitanga in the Waikato. Ngāi Tai ki Tāmaki did not join the Kīngitanga when Pōtatau Te Wherowhero was set up as the first Māori King in 1858, or later in the nineteenth century. On 12 July 1863 the Crown invaded the Waikato when its forces crossed the Mangatāwhiri Stream. The Crown considered South Auckland and Hauraki lands strategically important because of the need to protect Auckland and the European settlements around it, and the supply line to the military forces entering the Waikato.
- 2.21 When hostilities commenced, the majority of Ngāi Tai ki Tāmaki, under the leadership of Hōri Te Whētuki and Honetana Te Irirangi, expressed loyalty to the Crown. Ngāi Tai ki Tāmaki did this to protect their iwi and their whenua from the effects of war.
- 2.22 A small number of Ngāi Tai ki Tāmaki individuals resisted the Crown's occupation of South Auckland and Hauraki lands and joined other iwi in the Hūnua guerrilla campaign. The Crown established militias in order to pursue those involved in attacks on Crown supply lines and redoubts along the Wairoa River.
- 2.23 In 1863 Parliament passed the New Zealand Settlements Act. The Act enabled the Crown to confiscate the lands of those iwi deemed to have been "in rebellion against Her Majesty's authority." The legislation provided for the creation of a Compensation Court to ascertain the compensation due to Māori whose lands were included in confiscation blocks but who had not taken up arms against the Crown and had not assisted or supported those who had. The Act did not provide for the return of land as compensation.
- 2.24 On 29 December 1864 the Crown proclaimed confiscation blocks in the Waikato. On 30 January 1865 the Crown proclaimed a confiscation block in East Wairoa. Ngāi Tai ki Tāmaki had interests in the 51,000-acre East Wairoa confiscation block.
- 2.25 The Crown did not include Ngāi Tai ki Tāmaki in a list it published on 7 April 1865 of iwi and hapū it considered to be in rebellion.
- 2.26 In May 1865 the Compensation Court heard claims to the East Wairoa confiscation block. The Court awarded Ngāi Tai ki Tāmaki claimants a total of £1200 in compensation for their interests in East Wairoa, comprising two payments of £100 for individual claims and a payment of £1000 for a wider Ngāi Tai ki Tāmaki claim. In October 1865 Parliament amended the New Zealand Settlements Act to allow the return of land through the Compensation Court and made provision for Māori to negotiate for the return of land that had already been the subject of Compensation Court hearings under the previous system. In 1871 the Crown granted Ngāi Tai ki Tāmaki individuals three small blocks in the upper Mangatāwhiri Valley totalling 250 acres. By 1872 a settler had purchased the blocks for a total of £17.
- 2.27 Around the time the Compensation Court called for Māori to register claims in respect of East Wairoa, Anaru Makiwhara accompanied the Commander of the Waikato Native Contingent to Te Kuiti on Crown business. Prior to his departure Makiwhara had not registered a claim for land at Hikurangi in the East Wairoa block, in which he and his whānau had interests they considered separate from the wider Ngāi Tai ki Tāmaki claim.

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

However the Commander had obtained an assurance from the Chief Judge that the Court would not sit until he and Makiwhara were available to attend the hearing. Makiwhara returned to Auckland before the expiry of the six month notice period required by the New Zealand Settlements Act to find that the Compensation Court had already sat to hear claims to the East Wairoa block.

- 2.28 Anaru Makiwhara and his older brother Patariki petitioned Parliament on behalf of their whānau in 1880, 1881, 1886 and 1888 seeking compensation for the loss of land at Hikurangi. Makiwhara also sent two letters directly to the Minister of Native Affairs in 1892. In 1881 the Native Affairs Committee recommended that the Government consider Makiwhara's claims, but the Native Minister refused to reopen matters that had already been before the Compensation Court. In 1886 the Native Affairs Committee referred Makiwhara's claims to the Government again. The Native Department conducted an investigation and reported to the Native Minister in 1887. The investigation found, as Makiwhara's petitions had asserted, that Makiwhara served with Crown forces during the Waikato War and that the rest of his whānau had not been in rebellion. Despite the report the Crown did not take any further action in 1887, nor after the Native Affairs Committee referred Makiwhara's claims to the Government again in 1888.
- 2.29 In 1924, Makiwhara, then aged 82, submitted another petition to Parliament in respect of Hikurangi and the East Wairoa confiscation. Twenty-three other members of Ngāi Tai signed the petition. In 1926 the Crown appointed the Sim Commission to inquire into ki Tāmaki Māori grievances arising from land confiscation, and included the East Wairoa block in the schedule of confiscated lands to be investigated. Makiwhara was scheduled to give evidence to the Commission but died shortly before the hearings.

The Native Land Court in the Ngāi Tai ki Tāmaki rohe

- 2.30 At the Kohimārama Conference of 1860, Governor Gore Browne asked Māori to consider the question of simplifying what the Crown considered the "difficulties and complications" of Māori land ownership. During the discussions, Hōri Te Whētuki of Ngāi Tai ki Tāmaki warned that a proposal to subdivide Māori land would not be good for the common people.
- 2.31 The Native Land Court was established under the Native Lands Acts of 1862 and 1865 and held its first hearings in the Tāmaki district in 1865. The Acts establishing the Native Land Court set aside the Crown's Article 2 Treaty right of pre-emption and enabled individual Māori to dispose of their property by lease or sale to private parties or the Crown once title had been granted. Any Māori individual could initiate a Native Land Court title investigation by submitting an application to the Court. When the Court decided to hear an application, all of those with customary interests had to participate in the hearing if they wished to be included in the Court's order regardless of whether or not they wanted a Crown title.
- 2.32 Customary tenure 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 customary Māori title, land was held communally. The titles awarded by the Native Land Court did not reflect this customary tenure and vested collectively held lands in individuals instead of kinship groups and iwi. Over time, this contributed to the erosion of the traditional tribal structures of Ngāi Tai ki Tāmaki.

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

- 2.33 On 26 January 1865 Ngāi Tai ki Tāmaki rangatira applied for investigation of title to their lands within the 1854 Umupuia Reserve at Maraetai, and at Urungahauhau and Mātaitai. These lands were on the Ngāi Tai ki Tāmaki side of a demarcation boundary agreed between Ngāi Tai ki Tāmaki and their southern neighbours in 1858, which ran from Kōherurahi south to Te Aho o Matariki and was intersected by the northern border of the East Wairoa confiscation block. A Crown-appointed Civil Commissioner stated in the Native Land Court that he had reconfirmed the demarcation boundary through negotiation with Ngāi Tai ki Tāmaki and the neighbouring iwi as part of the Compensation Court process. In the Native Land Court witnesses for both Ngāi Tai ki Tāmaki and the neighbouring iwi acknowledged the existence of the boundary, although many noted that its precise location was disputed. In early 1866 the neighbouring iwi lodged a counter-claim for the Whakakaiwhara block, which accounted for ten percent of the total area of the Maraetai reserve lands created for Ngāi Tai ki Tāmaki in 1854. The Civil Commissioner conducted out of court negotiations, during which Ngāi Tai ki Tāmaki agreed to pay £250 to the neighbouring iwi to withdraw its claim to Maraetai reserve lands. Despite some opposition among the Ngāi Tai ki Tāmaki leadership, they made the payment anyway, which equated to approximately fourteen percent of the total income received from sales of the Maraetai reserve lands.
- 2.34 At the same time, the Civil Commissioner told the Court that a claim put forward over Urungahauhau had been settled out of court. Ngāi Tai ki Tāmaki paid a further £100 to the neighbouring iwi, to ensure that iwi would take a passive role in hearings for the block. In 1871, Ngāi Tai ki Tāmaki lodged a counter-claim for the Te Kiripaka block on the other side of the demarcation boundary. The Court did not award Ngāi Tai ki Tāmaki any interest in the block.
- 2.35 The Crown required land blocks to be surveyed in order for the Native Land Court to investigate titles. Ngāi Tai ki Tāmaki bore the cost of surveying their customary lands for which they sought Crown-granted titles. In 1868 Hōri Te Whētuki asked the Chief Judge of the Native Land Court to adjudicate quickly upon title to five of the eleven blocks within the reserve set aside by the Crown for Ngāi Tai ki Tāmaki in 1854. Te Whētuki told the Chief Judge that he wanted to sell the five blocks to raise money for the survey of three other blocks within the reserve that Ngāi Tai ki Tāmaki wanted to secure titles to through the Court. The five reserve blocks were sold within ten months of the Court order. Ngāi Tai ki Tāmaki, like many other Māori, found they had to sell land to pay survey costs.
- 2.36 Between 1866 and 1871, approximately 16,000 acres of the approximately 20,000 acres awarded to Ngāi Tai ki Tāmaki by the Native Land Court was sold. By 1871 Ngāi Tai ki Tāmaki retained ownership of the 2,312-acre Mātaitai 1 block and the last Maraetai reserve block at Umupuia consisting of 1,376 acres.

Alienation of Remaining Lands

- 2.37 Throughout the late nineteenth and twentieth centuries most of Ngāi Tai ki Tāmaki's remaining lands were alienated to the Crown and private purchasers. The land retained by Ngāi Tai ki Tāmaki was surrounded by non-Māori landholdings and associated rural development. In 1875 a local authority began steps to take Ngāi Tai ki Tāmaki land at Maraetai for a road. Ngāi Tai ki Tāmaki objected to the passage of a road through their cultivations. The local authority surveyed the road in 1876. In 1879 the owners signed a deed consenting to the road running through their land. A plan attached to the deed

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

showed two possible routes: one that passed through Ngāi Tai ki Tāmaki cultivations and another labelled “proposed deviation.” The local authority subsequently built the road through the cultivated area and the “proposed deviation” remained unformed. In 1904 the Crown took further land for a road at Mātaitai under the Public Works Act 1894.

- 2.38 In 1946 the Crown purchased the 255-acre Mātaitai 1A2B5A2B block for a land settlement scheme for Māori returned servicemen. The Ngāi Tai ki Tāmaki vendors had been very hesitant to sell, but agreed after the Crown advised them that the property would be used for the rehabilitation of a Ngāi Tai ki Tāmaki returned serviceman, and possibly one other. The Crown took possession of Mātaitai 1A2B5A2B from September 1946. In 1949 the block was declared Crown land committed to be used for Māori land development and settlement under the Native Land Amendment Act 1936. Although the Māori Affairs Department ran a dairy farm on the land and employed the Ngāi Tai ki Tāmaki serviceman, no returned serviceman was permanently settled there. In 1956 the Crown sold the land to a private purchaser without giving Ngāi Tai ki Tāmaki the opportunity to re-purchase the block.
- 2.39 In the early 1960s a local authority sought to acquire a coastal portion of the Maraetai block for a public recreation reserve. In 1962 one of the Ngāi Tai ki Tāmaki owners wrote to the Crown objecting to the local authority’s proposal, on the grounds that the land in question contained an urupā and the site of an old ancestral marae. Ngāi Tai ki Tāmaki sought to have the Māori Trustee appointed as their agent to lease the land for commercial and residential development, and in 1963 the Māori Land Court vested the land in the Māori Trustee for leasing. However, in September 1967 the Māori Trustee concluded that commercial and residential developments on the land could not proceed because the land was zoned rural and had been designated a proposed recreation reserve by the local authority. The Māori Trustee then asked the Māori Land Court to vest a block of approximately 5 acres in him with permission to sell it to the local authority for a recreation reserve. The Māori Land Court approved the Māori Trustee’s application in October 1967 and a purchase agreement was signed in November. A Ngāi Tai ki Tāmaki owner present at the hearing told the Court that some of the owners were very disappointed, but that they wanted to obtain the best price for their land in the face of the local authority’s determination to acquire it.
- 2.40 By the end of the twentieth century, only 824 acres of the original 6,063-acre reserve at Maraetai remained in Ngāi Tai ki Tāmaki ownership. Only 641 acres of the original 2,312-acre Mātaitai 1 block remained in Ngāi Tai ki Tāmaki ownership. The 641 acres were divided into 14 blocks, ten of which were under ten acres.

Socio-economic issues

- 2.41 For Ngāi Tai ki Tāmaki, the loss of communal ancestral lands had a severe impact on their traditional tribal structure. Families left landless or with uneconomic land blocks had insufficient means to support themselves. From the 1880s Ngāi Tai ki Tāmaki increasingly left Umupuia in search of work. This dispersal of Ngāi Tai ki Tāmaki alienated many whānau and their descendants not only from their lands, but also from their iwi identity. This led to the loss of customary traditions, tribal authority and te reo me ona tikanga o Ngāi Tai ki Tāmaki.
- 2.42 Ngāi Tai ki Tāmaki remaining at Umupuia and Mātaitai survived on wages from manual work and the produce of subsistence farming and fishing. Ngāi Tai ki Tāmaki recount

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

that many whānau lived in over-crowded and impoverished conditions. The sub-standard living conditions experienced by these whānau contributed to illness and enduring hardship.

- 2.43 The socio-economic conditions of Ngāi Tai ki Tāmaki continued to be well behind those of Pākehā New Zealanders after the Second World War. Ngāi Tai ki Tāmaki have long experienced higher infant mortality, lower life expectancy and higher unemployment than the Pākehā population.
- 2.44 Ngāi Tai ki Tāmaki state that in the years following the signing of Te Tiriti o Waitangi they struggled to retain their rangatiratanga in the face of the loss of almost all of their land, and the political, economic and cultural marginalisation that accompanied it.

HISTORICAL ACCOUNT IN TE REO

[NOTE: THE HISTORICAL ACCOUNT IN TE REO WILL BE INSERTED BETWEEN INITIALLING AND SIGNING OF THE DEED OF SETTLEMENT.]

DEED OF SETTLEMENT

3 ACKNOWLEDGEMENT AND APOLOGY

ACKNOWLEDGEMENT

- 3.1 The Crown acknowledges that it has failed to deal with the long-standing grievances of Ngāi Tai ki Tāmaki in an appropriate way and recognition of these grievances is long overdue.
- 3.2 The Crown acknowledges that by participating in land transactions Ngāi Tai ki Tāmaki sought to establish mutually beneficial relationships with Europeans and, from 1840, the Crown. The Crown further acknowledges that lands transacted by rangatira of Ngāi Tai ki Tāmaki contributed to the development of Auckland and New Zealand as a whole.
- 3.3 The Crown acknowledges that in approving the pre-1840 Tāmaki purchase -
- 3.3.1 it retained “surplus lands” in the block, including land in which Ngāi Tai ki Tāmaki had interests as well as land the missionary who made the transaction agreed would return to Māori ownership, and this has long been a source of grievance for Ngāi Tai ki Tāmaki; and
 - 3.3.2 it failed to ensure the block was properly surveyed and to require an assessment of the adequacy of lands that Ngāi Tai ki Tāmaki retained before acquiring the “surplus”, and thereby breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.4 The Crown acknowledges that -
- 3.4.1 it retained Ngāi Tai ki Tāmaki lands, including lands in eastern Wairoa, Papakura and the inner Hauraki Gulf / Tīkapa Moana, as “surplus” from pre-emption waiver claims and that its policy of taking surplus land has long been a source of grievance for Ngāi Tai ki Tāmaki; and
 - 3.4.2 it failed to correctly apply all of the regulations which governed pre-emption waiver transactions; and
 - 3.4.3 it did not always protect Ngāi Tai ki Tāmaki interests during investigations into these transactions; and
 - 3.4.4 its policy of taking surplus land from pre-emption waiver purchases breached the Treaty principles of active protection and the duty to act fairly and reasonably towards Ngāi Tai ki Tāmaki when it failed to ensure an assessment of the adequacy of lands that Ngāi Tai ki Tāmaki retained for their needs. The Crown also acknowledges that this failure was compounded by flaws in the way the Crown implemented the policy in further breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.5 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

DEED OF SETTLEMENT

3: ACKNOWLEDGEMENT AND APOLOGY

of schools and hospitals for the future benefit of Māori including Ngāi Tai ki Tāmaki, it breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

- 3.6 The Crown acknowledges that the alienation of inner Hauraki Gulf / Tīkapa Moana islands, with their deep ancestral associations to the iwi, remains a major grievance for Ngāi Tai ki Tāmaki.
- 3.7 The Crown reiterates its previous acknowledgement in the Waikato-Tainui settlement that its representatives and advisers acted unjustly and in breach of Te Tiriti o Waitangi/the Treaty of Waitangi by sending Crown forces across the Mangatāwhiri in July 1863, and occupying and subsequently confiscating land in the Waikato region. For the purpose of the present settlement, the Crown further acknowledges that subsequent Crown military activity and occupation north of the Mangatāwhiri led to death and dislocation within the rohe of Ngāi Tai ki Tāmaki.
- 3.8 The Crown acknowledges that -
- 3.8.1 after the war it confiscated 51,000 acres of land at East Wairoa in which Ngāi Tai ki Tāmaki held interests; and
 - 3.8.2 it broke its promise that those, including Ngāi Tai ki Tāmaki, who had not taken up arms during the war would not be deprived of their lands through the confiscation; and
 - 3.8.3 Ngāi Tai ki Tāmaki lands were confiscated even though the majority of the iwi expressed loyalty during the war; and
 - 3.8.4 the prejudice created by the confiscation was compounded by inadequacies in the Compensation Court process; and
 - 3.8.5 it returned only 250 acres of land to Ngāi Tai ki Tāmaki in individualised title, which was inconsistent with customary tenure; and
 - 3.8.6 Ngāi Tai ki Tāmaki pursued compensation over many years for land confiscated in the East Wairoa block; and
 - 3.8.7 the confiscation was unjust and excessive, and in breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.9 The Crown acknowledges that -
- 3.9.1 it introduced the native land laws without consulting Ngāi Tai ki Tāmaki; and
 - 3.9.2 the individualisation of title imposed by the native land laws was inconsistent with Ngāi Tai ki Tāmaki tikanga; and

DEED OF SETTLEMENT

3: ACKNOWLEDGEMENT AND APOLOGY

- 3.9.3 the Native Land Court title determination process carried significant costs, including survey and hearing costs, which led to further alienation of Ngāi Tai ki Tāmaki land; and
- 3.9.4 the operation and impact of the native land laws, in particular the awarding of land titles to individual Ngāi Tai ki Tāmaki rather than to the iwi or hapū, made those lands more susceptible to partition, fragmentation and alienation. This contributed to the erosion of the traditional tribal structures of Ngāi Tai ki Tāmaki. The Crown failed to take adequate steps to protect those structures and this was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.10 The Crown acknowledges that its agent pressured Ngāi Tai ki Tāmaki to pay their rivals to withdraw challenges to the Ngāi Tai ki Tāmaki applications for title to the Whakakaiwhara and Urungahauhau blocks.
- 3.11 The Crown acknowledges that Ngāi Tai ki Tāmaki permanently lost the ownership and use of land at Mātaitai despite the Crown's assurance that this land would be used for the rehabilitation of returned servicemen, including a Ngāi Tai ki Tāmaki serviceman, when it purchased the land.
- 3.12 The Crown acknowledges that by 1880 Ngāi Tai ki Tāmaki were left virtually landless, and 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. This hindered the social, economic and cultural development of Ngāi Tai ki Tāmaki, and undermined the ability of Ngāi Tai ki Tāmaki to protect and manage their taonga, including te reo Māori, and their wāhi tapu, and to maintain spiritual connections to their lands. The Crown further acknowledges that this has severely impacted on the well-being of Ngāi Tai ki Tāmaki today, and has compromised the ability of Ngāi Tai ki Tāmaki to exercise manaakitanga in their traditional rohe.

ACKNOWLEDGEMENT IN TE REO

[NOTE: THE ACKNOWLEDGEMENT IN TE REO WILL BE INSERTED BETWEEN INITIALLING AND SIGNING THE DEED OF SETTLEMENT.]

- 3.13 []

APOLOGY

- 3.14 The Crown makes this apology to Ngāi Tai ki Tāmaki, to your tūpuna and to your mokopuna.

Ngāi Tai ki Tāmaki sought to establish mutually beneficial relationships with European settlers and the Crown by welcoming them into your rohe and offering land, but the Crown did not honour this gesture. Instead, its acts and omissions undermined relationships that should have been based on good will and mutual benefit. The Crown broke its promise to protect your interests, confiscated your whenua, and promoted

DEED OF SETTLEMENT

3: ACKNOWLEDGEMENT AND APOLOGY

policies which had devastating economic, social and cultural consequences for Ngāi Tai ki Tāmaki.

For its breaches of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles and for the prejudice its acts and omissions have caused Ngāi Tai ki Tāmaki, the Crown unreservedly apologises.

The Crown hopes this settlement will lead to a new relationship that fulfils the expectations of your tūpuna and mokopuna, a relationship marked by cooperation, partnership, and respect for Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

APOLOGY IN TE REO

[NOTE: THE APOLOGY IN TE REO WILL BE INSERTED BETWEEN INITIALLING AND SIGNING THE DEED OF SETTLEMENT.]

3.15

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 Ngāi Tai ki Tāmaki as a result of the events on which the historical claims are based; or
 - (b) fully compensate Ngāi Tai ki Tāmaki for all loss and prejudice suffered; and
 - 4.1.3 the settlement is intended to -
 - (a) provide redress in settlement of the historical claims; and
 - (b) enhance the ongoing relationship between Ngāi Tai ki Tāmaki and the Crown (in terms of Te Tiriti o Waitangi/the Treaty of Waitangi, its principles, and otherwise).
- 4.2 Ngāi Tai ki Tāmaki acknowledge that, taking all matters into consideration (some of which are specified in clause 4.1), the settlement is fair, and the best that can be achieved, in the circumstances.
- 4.3 Each party acknowledges that, in negotiating this settlement, within the context of the Crown's wider settlement policy, including the need by the Crown to consider the rights and interests of others, the parties have acted honourably and reasonably in relation to the settlement.

SETTLEMENT

- 4.4 Therefore, on and from the settlement date, -
- 4.4.1 the historical claims are settled; and
 - 4.4.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and
 - 4.4.3 the settlement is final.
- 4.5 Except as provided in this deed or the settlement legislation, the parties' rights and obligations remain unaffected.

DEED OF SETTLEMENT

4: SETTLEMENT

4.6 Without limiting clause 4.5, the parties acknowledge, in particular, that the settlement does not affect any rights Ngāi Tai ki Tāmaki may have to obtain recognition in accordance with the Marine and Coastal Area (Takutai Moana) Act 2011, including recognition of the following:

4.6.1 protected customary rights (as defined in that Act):

4.6.2 customary marine title (as defined in that Act).

REDRESS

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

4.7.1 is intended to benefit Ngāi Tai ki Tāmaki collectively; but

4.7.2 may benefit particular members, or particular groups of members, of Ngāi Tai ki Tāmaki if the trustees of Ngāi Tai ki Tāmaki Trust so determine in accordance with the procedures of that trust.

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(2) of the draft settlement bill does not apply -

(a) to a redress property; or

(b) to a deferred selection property, on and from the date of its transfer under this deed; or

(c) to the commercial property, on and from the date of its transfer under this deed; or

(d) to land in relation to which the trustees have a right of first refusal as provided under clause 6.20; or

(e) for the benefit of Ngāi Tai ki Tāmaki or a representative entity; and

4.8.4 require any resumptive memorial to be removed from a computer register for -

DEED OF SETTLEMENT

4: SETTLEMENT

- (a) a redress property, a deferred selection property, or the commercial property, if settlement of that property has been effected; and
 - (b) land in relation to which the trustees have a right of first refusal as provided under clause 6.20; and
- 4.8.5 provide that the rule against perpetuities and the Perpetuities Act 1964 does not -
- (a) apply to a settlement document; or
 - (b) prescribe or restrict the period during which -
 - (i) the trustees of the Ngāi Tai ki Tāmaki Trust may hold or deal with property; and
 - (ii) the Ngāi Tai ki Tāmaki Trust may exist; and
- 4.8.6 require the Secretary for Justice to make copies of this deed publicly available.
- 4.9 Part 1 of the general matters schedule provides for other action in relation to the settlement.

DEED OF SETTLEMENT

5 CULTURAL REDRESS

CULTURAL REDRESS PROPERTIES VESTED IN THE TRUSTEES

- 5.1 The settlement legislation will, on the terms provided by sections 22 to 30 and 37 to 53 of the draft settlement bill, –

Properties vested in fee simple

Mangemangeroa

- 5.1.1 vest in the trustees the fee simple estate in Mangemangeroa, known at the date of this deed as Whitford Conservation Area; and

Te Wairoa

- 5.1.2 vest in the trustees the fee simple estate in Te Wairoa, known at the date of this deed as Wairoa River Conservation Area; and

Properties vested in fee simple to be administered as reserves

Hihiorapa Urupā

- 5.1.3 vest in the trustees the fee simple estate in Hihiorapa Urupā, known at the date of this deed as part of Hunua Falls Scenic Reserve, as a scenic reserve named Hihiorapa Urupā Scenic Reserve; and

- 5.1.4 provide that the Auckland Council is to be the administering body of Hihiorapa Urupā, as if the council were appointed to control and manage the reserve under section 28 of the Reserves Act 1977; and

- 5.1.5 provide that, while the Auckland Council is the administering body of Hihiorapa Urupā, –

(a) the trustees may grant, accept, or decline to grant any interest in land that affects the property, or may renew or vary such an interest, but must consult the Auckland Council before determining an application to obtain such an interest; and

(b) in any review by the Council of its regional park management plan, the Council and the trustees must jointly prepare and approve the section of the plan that relates to the property; and

Hukunui

- 5.1.6 vest in the trustees the fee simple estate in Hukunui, known at the date of this deed as part of Motutapu Island Recreation Reserve, as a historic reserve

DEED OF SETTLEMENT

5: CULTURAL REDRESS

named Hukunui Historic Reserve, with the trustees as the administering body,-

- (a) together with a registrable easement in relation to the property providing a right to convey water to be granted by the Minister of Conservation in the form set out in subpart A of part 8 of the documents schedule ; and
- (b) subject to the trustees granting the following three registrable easements in relation to that property in the form set out in part 8 of the documents schedule:
 - (i) a walkway easement in gross (subpart B):
 - (ii) a right to convey water easement (subpart C):
 - (iii) a right of way easement in gross (subpart D); and

Motukaraka

- 5.1.7 vest in the trustees the fee simple estate in Motukaraka, known at the date of this deed as Motukaraka Island Recreation Reserve, as a recreation reserve named Motukaraka Recreation Reserve, with the trustees as the administering body; and
- 5.1.8 provide that Motukaraka is to be part of the Hauraki Gulf Marine Park; and

Ororopupu

- 5.1.9 vest in the trustees the fee simple estate in Ororopupu, known at the date of this deed as part of Motutapu Island Recreation Reserve, as a recreation reserve named Ororopupu Recreation Reserve, with the trustees as the administering body; and

Tai Rawhiti

- 5.1.10 vest in the trustees the fee simple estate in Tai Rawhiti, known at the date of this deed as Tai Rawhiti Scenic Reserve, as a scenic reserve named Tai Rawhiti Scenic Reserve, with the trustees as the administering body; and

Te Matuku-Ngāi Tai

- 5.1.11 vest in the trustees the fee simple estate in Te Matuku-Ngāi Tai, known at the date of this deed as part of Te Matuku Bay Scenic Reserve, as a scenic reserve named Te Matuku-Ngāi Tai Scenic Reserve, with the trustees as the administering body; and
- 5.1.12 provide that Te Matuku-Ngāi Tai is to be part of the Hauraki Gulf Marine Park; and

DEED OF SETTLEMENT

5: CULTURAL REDRESS

Te Naupata

- 5.1.13 vest in the trustees the fee simple estate in Te Naupata, known at the date of this deed as Te Naupata Recreation Reserve, as a recreation reserve named Te Naupata Recreation Reserve, with the trustees as the administering body; and

Te Rae-o-Kahu Pā

- 5.1.14 vest in the trustees the fee simple estate in Te Rae-o-Kahu Pā, known at the date of this deed as part of Motuihe Island Recreation Reserve, as a historic reserve named Te Rae-o-Kahu Pā Historic Reserve, with the trustees as the administering body; and

Te Tauroa

- 5.1.15 vest in the trustees the fee simple estate in Te Tauroa, known at the date of this deed as part of Motutapu Island Recreation Reserve, as a recreation reserve named Te Tauroa Recreation Reserve, with the trustees as the administering body, subject to the trustees granting a registrable easement in relation to the property (providing for a right to convey water) in the form in part 9 of the documents schedule; and

Te Waiarohia Pā

- 5.1.16 vest in the trustees the fee simple estate in Te Waiarohia Pā, as a historic reserve named Te Waiarohia Pā Historic Reserve, with the trustees as the administering body, subject to the registered lease (9990077.1) between Her Majesty the Queen, as lessor, and Her Majesty the Queen, as lessee, in part 10 of the documents schedule; and

Totara

- 5.1.17 vest in the trustees the fee simple estate in Totara, known at the date of this deed as Clevedon Conservation Area, as a scenic reserve named Totara Scenic Reserve, with the trustees as the administering body; and

Waikopua

- 5.1.18 vest in the trustees the fee simple estate in Waikopua, known at the date of this deed as Waikopua Creek Conservation Area, as a local purpose (wetland management) reserve named Waikopua Local Purpose (Wetland Management) Reserve, with the trustees as the administering body; and

DEED OF SETTLEMENT

5: CULTURAL REDRESS

Property vested in fee simple as a Maori reservation

Maungarei A

- 5.1.19 vest in the trustees the fee simple estate in Maungarei A, as General land (within the meaning of Te Ture Whenua Maori Act 1993) set apart as a Maori reservation under Te Ture Whenua Maori Act 1993 for the purpose of being a place of cultural and historical interest to Ngāi Tai ki Tāmaki and to be held for the benefit of Ngāi Tai ki Tāmaki, together with a registrable easement for a right of way, a pedestrian right of way and a right to park, in the form in part 11 of the documents schedule; and
- 5.1.20 provide that Maungarei A is not rateable under the Local Government (Rating) Act 2002, except under section 9 of that Act.

[Note: the terms and conditions of a registrable easement for a right of way, a pedestrian right of way, and a right to park had not been agreed by the time this deed was initialled. It could not, therefore, be included in the documents schedule. If it is agreed before the signing of this deed, it will be included in part 11 of the documents schedule.]

JOINT CULTURAL REDRESS PROPERTY VESTED IN THE TRUSTEES AND OTHER GOVERNANCE ENTITIES

Hūnua Falls property

- 5.2 The settlement legislation will, on the terms provided by sections 22, 31 to 36, and 65 of the draft settlement bill, provide that -

Vesting

- 5.2.1 the fee simple estate in the Hūnua Falls property, known at the date of this deed as part of Hunua Falls Scenic Reserve, vests as undivided quarter shares as tenants in common in each of the following:
- (a) the trustees:
 - (b) an entity that represents the members of Ngaati Whanaunga for the purposes of the vesting:
 - (c) an entity that represents the members of Ngāti Koheriki for the purposes of the vesting; and
 - (d) the trustees of the Ngāti Tamaoho Settlement Trust:

DEED OF SETTLEMENT

5: CULTURAL REDRESS

Reserve status

- 5.2.2 the Hūnua Falls property is to be a scenic reserve named Hūnua Falls Scenic Reserve; and

Auckland Council to be administering body

- 5.2.3 the Auckland Council is to be the administering body, as if the council were appointed to control and manage the reserve under section 28 of the Reserves Act 1977; and

- 5.2.4 while the Auckland Council is the administering body of the Hūnua Falls property-

- (a) the trustees and the other entities in which the property is vested may grant, accept, or decline to grant any interest in land that affects the property, or may renew or vary such an interest, but must consult the council before determining an application to obtain such an interest; and
- (b) in any review by the council of its regional park management plan, the council, and the trustees and the other entities in which the property is vested, must jointly prepare and approve the section of the plan that relates to the property; and

Improvements

- 5.2.5 the provisions of section 32 of the draft settlement bill –

- (a) apply to improvements attached to the Hūnua Falls property as at the date of its vesting under the settlement legislation, including -
 - (i) an improvement owned by the Auckland Council immediately before the vesting of the property;
 - (ii) an improvement attached to the property with the consent of the Crown or the administering body of the property at the time of its attachment; and
- (b) provide, in particular, that, despite the provisions of that section, the trustees are not liable for an improvement for which they would, apart from that section, be liable by reason of their ownership of the property; and

Inalienability

- 5.2.6 that the Hūnua Falls property is inalienable, other than to a new trustee of a trust the trustees of which hold the fee simple estate in the property.

DEED OF SETTLEMENT

5: CULTURAL REDRESS

VESTING DATES

- 5.3 The settlement legislation will provide that the fee simple estate in each cultural redress property is to be vested on the settlement date, except that the fee simple estate in -
- 5.3.1 the Hūnua Falls property will vest on the latest of the following dates:
- (a) the settlement date:
 - (b) the settlement date under the Ngāti Koheriki settlement legislation:
 - (c) the settlement date under the Ngāti Tamaoho settlement legislation; and
- 5.3.2 each cultural redress property referred to in clause 5.4 will vest on the later of the following two dates:
- (a) the settlement date:
 - (b) the date that is 20 business days after the date Motuihe Island Recreation Reserve and Motutapu Island Recreation Reserve vest back in the Crown under section 69(2) of the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014.

PROVISIONS IN RELATION TO CERTAIN CULTURAL REDRESS PROPERTIES

Hukunui, Ororopupu, Te Rae-o-Kahu Pā and Te Tauroa

- 5.4 Clauses 5.4 to 5.9 apply in relation to each of the following cultural redress properties:
- 5.4.1 Hukunui:
- 5.4.2 Ororopupu:
- 5.4.3 Te Rae-o-Kahu Pā:
- 5.4.4 Te Tauroa.
- 5.5 The settlement legislation will, on the terms provided by sections 28(4)(b), 38(4)(b), 44(4)(b) and 47(4)(b) of the draft settlement bill, provide that each cultural redress property referred to in clause 5.4 is to be included as part of the Hauraki Gulf Marine Park.
- 5.6 The settlement legislation will, on the terms provided by sections 28(8), 38(6), 44(6) and 47(6) of the draft settlement bill, provide that each cultural redress property referred to in clause 5.4 is to be treated as if it were, for the purposes of the Forest and Rural Fires Act 1977, a State area within the meaning of section 2(1) of that Act.

DEED OF SETTLEMENT

5: CULTURAL REDRESS

- 5.7 The settlement legislation will, on the terms provided by sections 29, 39, 45 and 48 of the draft settlement bill, provide that each cultural redress property referred to in clause 5.4 is subject to the Tāmaki Makaurau motu plan prepared and approved under subpart 10 of part 2 of the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014.
- 5.8 The settlement legislation will, on the terms provided by sections 30, 40, 46 and 49 of the draft settlement bill provide that, on and from the date of the vesting of a cultural redress property referred to in clause 5.4 -
- 5.8.1 the Crown may enter the property, including buildings on it, with or without motor vehicles, machinery, implements of any kind, or dogs for any of the following purposes:
- (a) species management:
 - (b) monitoring pest plants or pest animals:
 - (c) control of pest plants or pest animals; and
- 5.8.2 the Crown must give notice to the owners of the property, orally or by electronic means (as the Crown and the owners agree), 24 hours before entering the property or, if that is not practicable, then –
- (a) before entering, if practicable; or
 - (b) as soon as possible after entering; and
- 5.8.3 however, –
- (a) the owners of the property and the Crown may agree the circumstances in which notice is not required; and
 - (b) the Crown may enter without prior notice if responding to a known or suspected incursion of a pest animal; and
 - (c) the Crown must first obtain consent from the owner, or occupier, of a building on the property that may be used for accommodation purposes before entering that property; and
 - (d) the Crown may enter the building only in daylight hours.
- 5.9 The settlement legislation will, on the terms provided by section 65 of the draft settlement bill, provide that each cultural redress property referred to in clause 5.4 (other than Te Rae-o-Kahu Pā) is inalienable, other than to new trustees of the Ngāi Tai ki Tāmaki Trust.

DEED OF SETTLEMENT

5: CULTURAL REDRESS

Hukunui, Ororopupu, Te Matuku-Ngāi Tai, Te Rae-o-Kahu Pā and Te Tauroa

- 5.10 The settlement legislation will, on the terms provided by section 62 of the draft settlement bill, provide that –
- 5.10.1 each of the following properties must be treated as if its land were included in Schedule 4 of the Crown Minerals Act 1991:
- (a) Hukunui:
 - (b) Ororopupu:
 - (c) Te Matuku-Ngāi Tai:
 - (d) Te Rae-o-Kahu Pā:
 - (e) Te Tauroa; and
- 5.10.2 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 paragraph 5.10.1; and
- 5.10.3 for the purposes of clause 5.10.2 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 trustees; and
 - (b) a Crown owned mineral must be read as including a reference to the minerals vested in the trustees by section 139 of the draft settlement bill; and
- 5.10.4 clauses 5.10.1 to 5.10.3 do not apply if the Governor-General, by Order in Council made in accordance with sub clauses (6) and (7) of section 62 of the draft settlement bill, declares that all or any of the properties specified in clause 5.10.1 are no longer to be treated as if the land were included in Schedule 4 of the Crown Minerals Act 1991.

GENERAL PROVISIONS IN RELATION TO CULTURAL REDRESS PROPERTIES

- 5.11 The settlement legislation will, on the terms provided by sections 138 to 140 of the draft settlement bill, provide that –
- 5.11.1 section 11 of the Crown Minerals Act 1991 (minerals reserved to the Crown) does not apply to any cultural redress property vested under the settlement legislation; but
- 5.11.2 that vesting does not –

DEED OF SETTLEMENT

5: CULTURAL REDRESS

- (a) limit section 10 of the Crown Minerals Act 1991 (petroleum, gold, silver and uranium) or
 - (b) affect other lawful rights to subsurface minerals.
- 5.12 The settlement legislation will, on the terms provided by section 139(2) of the draft settlement bill, provide that any minerals in the Hūnua Falls property that are owned by the tenants in common of the fee simple estate in that property will be owned by those tenants in common in the same proportions in which the fee simple estate is held by them.
- 5.13 The Crown acknowledges, for the avoidance of 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 (petroleum, gold, silver and uranium) of the Crown Minerals Act 1991 or under any other enactment.
- 5.14 Each cultural redress property is to be –
- 5.14.1 as described in schedule 1 of the draft settlement bill; and
 - 5.14.2 vested on the terms provided by -
 - (a) sections 54 to 61 and 63 to 72 of the draft settlement bill; and
 - (b) part 2 of the property redress schedule; and
 - 5.14.3 subject to, or together with, as the case may be, any encumbrances, or other documentation, in relation to that property -
 - (a) required by clause 5.1.6(b) or 5.1.15 to be provided by the trustees; or
 - (b) required by the settlement legislation; and
 - (c) in particular, referred to by schedule 1 of the draft settlement bill.

STATUTORY ACKNOWLEDGEMENT

- 5.15 The settlement legislation will, on the terms provided by sections 73 to 81 and 83 to 86 of the draft settlement bill, -
- 5.15.1 provide the Crown's acknowledgement of the statements by Ngāi Tai ki Tāmaki of their particular cultural, spiritual, historical, and traditional association with the following areas:
 - (a) Coastal Marine Area (as shown on deed plan OTS-403-128):

DEED OF SETTLEMENT

5: CULTURAL REDRESS

- (b) Kiripaka Wildlife Scenic Reserve (as shown on deed plan OTS-403-129):
 - (c) Mātaitai Forest Conservation Area (as shown on deed plan OTS-403-115):
 - (d) Mātaitai Scenic Reserve (as shown on deed plan OTS-403-115):
 - (e) Motutapu Island Recreation Reserve (as shown on deed plan OTS-403-130):
 - (f) Motuihe Island Recreation Reserve (as shown on deed plan OTS-403-125):
 - (g) Mutukaroa / Hamlin Hill (as shown on deed plan OTS-403-124):
 - (h) Papa Turoa Scenic Reserve (as shown on deed plan OTS-403-119):
 - (i) Papepape Marginal Strip (as shown on deed plan OTS-403-122):
 - (j) Stony Batter Historic Reserve (as shown on deed plan OTS-403-120):
 - (k) Te Matuku Bay Scenic Reserve (as shown on deed plan OTS-403-121):
 - (l) Te Morehu Scenic Reserve (as shown on deed plan OTS-403-126):
 - (m) Turanga Creek Conservation Area (as shown on deed plan OTS-403-123):
 - (n) Wairoa Gorge Scenic Reserve (as shown on deed plan OTS-403-118):
 - (o) Wairoa River and tributaries (as shown on deed plan OTS-403-127):
 - (p) Whakatiri Scenic Reserve (as shown on deed plan OTS-403-115); and
- 5.15.2 require relevant consent authorities, the Environment Court, and Heritage New Zealand Pouhere Taonga to have regard to the statutory acknowledgement; and
- 5.15.3 require relevant consent authorities to forward to the trustees -
- (a) summaries of resource consent applications for an activity 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

- 5.15.4 enable the trustees, and any member of Ngāi Tai ki Tāmaki, to cite the statutory acknowledgement as evidence of the association of Ngāi Tai ki Tāmaki with a statutory area.
- 5.16 The statements of association are in part 1 of the documents schedule.

DEED OF RECOGNITION

- 5.17 The Crown must, by or on the settlement date, provide the trustees with a copy of a deed of recognition, signed by the Minister of Conservation and the Director-General of Conservation, in relation to the following areas:
- 5.17.1 Mātaitai Forest Conservation Area (as shown on deed plan OTS-403-115):
- 5.17.2 Mātaitai Scenic Reserve (as shown on deed plan OTS-403-115):
- 5.17.3 Papa Turoa Scenic Reserve (as shown on deed plan OTS-403-119):
- 5.17.4 Stony Batter Historic Reserve (as shown on deed plan OTS-403-120):
- 5.17.5 Whakatiri Scenic Reserve (as shown on deed plan OTS-403-115).
- 5.18 Each area that a deed of recognition relates to includes only those parts of the area owned and managed by the Crown.
- 5.19 A deed of recognition will provide that the Minister of Conservation and the Director-General of Conservation must, if undertaking certain activities within an area that the deed relates to, –
- 5.19.1 consult the trustees; and
- 5.19.2 have regard to their views concerning the association of Ngāi Tai ki Tāmaki with the area as described in a statement of association.

PROTOCOLS

- 5.20 Each of the following protocols must, by or on the settlement date, be signed and issued to the trustees by the responsible Minister:
- 5.20.1 the primary industries protocol:
- 5.20.2 the taonga tūturu protocol.
- 5.21 The protocols set out how the Crown will interact with the trustees with regard to the matters specified in them.

DEED OF SETTLEMENT

5: CULTURAL REDRESS

FORM AND EFFECT OF DEEDS OF RECOGNITION AND PROTOCOLS

- 5.22 Each deed of recognition, and each protocol, will be-
- 5.22.1 in the form in part 2 or 3, as the case may be, of the documents schedule; and
 - 5.22.2 issued under, and subject to, the terms provided by sections 73, 82 and 84 to 92 of the draft settlement bill.
- 5.23 A failure by the Crown to comply with a deed of recognition, or a protocol, is not a breach of this deed.

CONSERVATION RELATIONSHIP AGREEMENT

- 5.24 The Crown and the trustees must enter into a conservation relationship agreement by the settlement date.
- 5.25 The conservation relationship agreement must be entered into by the trustees, the Minister of Conservation, and the Director-General of Conservation.
- 5.26 The conservation relationship agreement must be in the form in part 4 of the documents schedule.
- 5.27 A failure by the Crown to comply with the conservation relationship agreement is not a breach of this deed.

RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

- 5.28 The parties must use reasonable endeavours to agree, and enter into, a relationship agreement by the settlement date.
- 5.29 The relationship agreement must be entered into by the trustees and the Chief Executive of the Ministry for the Environment.
- 5.30 A party is not in breach of this deed if the environment relationship agreement has not been entered into by the settlement date if, by that date, the party has negotiated in good faith in an attempt to agree the terms of that agreement.
- 5.31 A failure by the Crown to comply with the environment relationship agreement is not a breach of this deed.

RELATIONSHIP LETTERS

Auckland Council

- 5.32 Ngāi Tai ki Tāmaki acknowledge that the Minister for Treaty of Waitangi Negotiations wrote to the Auckland Council in August 2013 encouraging the council to enter into a

DEED OF SETTLEMENT

5: CULTURAL REDRESS

formal memorandum of understanding with the trustees in respect of matters concerning the council within the area of interest.

Crown agencies

- 5.33 By not later than six months after the settlement date, the Director of the Office of Treaty Settlements will write a letter (**letter of introduction**), in the form set out in part 5 of the documents schedule, to the chief executives of each of the Crown agencies listed in clause 5.35, introducing Ngāi Tai ki Tāmaki and the Ngāi Tai ki Tāmaki Trust.
- 5.34 The purpose of a letter of introduction is to –
- 5.34.1 raise the profile of Ngāi Tai ki Tāmaki with each Crown agency receiving it; and
 - 5.34.2 provide a platform for better engagement between Ngāi Tai ki Tāmaki and each Crown agency.
- 5.35 The Crown agencies referred to in clause 5.33 are -
- 5.35.1 the Department of Internal Affairs, whose functions include functions relating to the National Library and Archives New Zealand and to the former Office for the Community and Voluntary Sector; and
 - 5.35.2 the Ministry of Business, Innovation and Employment, whose functions include functions relating to the former Department of Building and Housing, the Department of Labour, the Ministry of Consumer Affairs, and the Ministry of Science and Innovation; and
 - 5.35.3 the Ministry of Civil Defence and Emergency Management; and
 - 5.35.4 the Ministry of Defence; and
 - 5.35.5 the Ministry of Education; and
 - 5.35.6 the Ministry of Health; and
 - 5.35.7 the Ministry of Pacific Island Affairs; and
 - 5.35.8 the Ministry of Social Development, whose functions include functions relating to the Office for Senior Citizens, the Office for Disability Issues, and the Ministry of Youth Development; and
 - 5.35.9 Tourism New Zealand; and
 - 5.35.10 the Ministry of Transport; and

DEED OF SETTLEMENT

5: CULTURAL REDRESS

5.35.11 the Ministry for Women; and

5.35.12 Sport New Zealand.

Museums and libraries

5.36 By not later than six months after the settlement date, the Minister for Treaty of Waitangi Negotiations will write a letter (**museum/library letter**), in the form set out in part 6 of the documents schedule, to the chief executive of each of the museums or libraries listed in clause 5.38, introducing Ngāi Tai ki Tāmaki and the Ngāi Tai ki Tāmaki Trust.

5.37 The purpose of a museum/library letter is to -

5.37.1 raise the profile of Ngāi Tai ki Tāmaki with each museum or library receiving it; and

5.37.2 encourage each museum or library to engage with Ngāi Tai ki Tāmaki on Ngāi Tai ki Tāmaki taonga held by that museum or library.

5.38 The museums and libraries referred to in clause 5.36 are –

5.38.1 Tāmaki Paenga Hira Auckland War Memorial Museum; and

5.38.2 Waikato Museum; and

5.38.3 Museum of New Zealand Te Papa Tongarewa; and

5.38.4 Whanganui Regional Museum; and

5.38.5 Otago Museum; and

5.38.6 Alexander Turnbull Library Collections, National Library of New Zealand Te Puna Mātauranga o Aotearoa; and

5.38.7 Hocken Collections Uare Taoka o Hākena, University of Otago Library.

OFFICIAL GEOGRAPHIC NAMES

5.39 The settlement legislation will, from the settlement date, provide for each of the names listed in the second column to be the official geographic name for the features set out in columns 3 and 4 –

DEED OF SETTLEMENT

5: CULTURAL REDRESS

Existing Name	Official geographic name	Location (NZTopo50 and grid references)	Geographic feature type
Musick Point	Musick Point / Te Naupata	BA32 695 205	Point
Te Puru Stream	Te Ruangaingai Stream	BA33 824 151 – BA32 798 164	Stream
Locality known as Point View Pa	Puke-i-Āki-Rangi	BB32 714 090	Hill
Unnamed historic site	Pōhaturoa	BA33 824 163	Historic site
Locally known as Pōwhaturoa Creek	Waipārā Stream	BA33 820 166 – 823 153	Stream
Locally known as Waiomanu Pa, Maraetai Pa and Pah Point	Papawhitu Pā	BA33 829 163	Historic site
Locally known as Te Kuiti Creek	Te Kuti Stream	BA33 849 136 – 828 123	Stream
Unnamed bay between Koherurahi Point and Mataitai Point	Mātaimai Bay	BA33 904 108	Bay
Mataitai Point	Mātaimai Point	BA33 902 106	Point
Unnamed, historic site on Tipau Point	Ōmangaia Pā	BA32 566 358	Historic site
Unnamed, locally known as Duders Point	Whakakaiwhara Peninsula	BA33 870 141	Peninsula
Howick Beach	Waipaparoa / Howick Beach	BA32 729 153 – 732 151	Beach
Unnamed forest on Hūnua Ranges	Te Ngāherehere-o-Kohukohunui Forest	BB33 944 948	Forest

DEED OF SETTLEMENT

5: CULTURAL REDRESS

5.40 The settlement legislation will provide for the official geographic names on the terms provided by sections 93 to 96 of the draft settlement bill.

ORIGINAL MĀORI NAMES

5.41 By or on the settlement date, the Minister for Treaty of Waitangi Negotiations must write a letter to the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa requesting the Board, in respect of each of the following geographic names, to list the Māori name or names set out opposite in the Gazetteer as an unofficial original Māori name:

Existing Name	Requested original Māori name	Location (NZTopo50 and grid references)	Geographic feature type
Pōhaturua	Pōwhaturua	BA33 824 163	Historic site
Ponui Island (Chamberlins Island)	Te Pounui-o-Peretū	BA33 943 178	Island

CROWN PROTECTED AREA NAME

5.42 The settlement legislation will, from the settlement date, on the terms provided by section 97 of the draft settlement bill, alter the name of the following Crown protected area to the name set out opposite to the description of the area:

Existing Crown Protected Area name	Altered Crown Protected Area name
Mataitai Scenic Reserve	Mātaimitai Scenic Reserve

STATEMENTS OF ASSOCIATION

5.43 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 7 of the documents schedule in relation to the maunga and motu of Tāmaki Makaurau.

5.44 The Crown acknowledges that Ngāi Tai ki Tāmaki has an association with, and asserts certain spiritual, cultural, historical and traditional values in relation to, the following:

5.44.1 ngā taniwha considered by Ngāi Tai ki Tāmaki as guardians of Motutapu Island:

DEED OF SETTLEMENT

5: CULTURAL REDRESS

5.44.2 Hauraki sites of significance.

5.45 The statements by Ngāi Tai ki Tāmaki of their associations and values in relation to ngā taniwha and the sites referred to in clause 5.44 are set out in part 7 of the documents schedule.

5.46 The parties acknowledge that the acknowledgement in clause 5.44, and the statements referred to in clause 5.45, are not intended to give rise to any rights or obligations.

CULTURAL REDRESS PAYMENT

5.47 The Crown must pay \$50,000 to the trustees, on the settlement date, for the cultural revitalisation of Ngāi Tai ki Tāmaki.

CULTURAL REDRESS GENERALLY NON-EXCLUSIVE

5.48 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.

5.49 However, the Crown must not enter into another settlement that provides for the same redress as set out in clause 5.1.

DEED OF SETTLEMENT

6 FINANCIAL AND COMMERCIAL REDRESS

FINANCIAL REDRESS

- 6.1 The Crown must pay the trustees of the Ngāi Tai ki Tāmaki Trust on the settlement date an amount that is equal to the financial and commercial redress amount of \$12,700,000 less -
- 6.1.1 \$500,000, being the on-account payment that was paid on 11 February 2014 to the trustees on account of the settlement; and
- 6.1.2 the total transfer values of the commercial redress properties.

COMMERCIAL REDRESS PROPERTIES

- 6.2 The commercial redress properties are -
- 6.2.1 Clevedon School site (land only) (transfer value: \$1,600,000); and
- 6.2.2 Maraetai Beach School site (land only) (transfer value: \$2,880,000); and
- 6.2.3 the potential commercial redress property (Part 6 – 10 Homestead Drive, Mt Wellington, Auckland), but only if it becomes a commercial redress property under clause 6.4.1 (transfer value: as specified in the offer of that property made by the Crown under clause 6.3.1).

POTENTIAL COMMERCIAL REDRESS PROPERTY

- 6.3 If, once the Marutūāhu Iwi collective redress deed is signed by all parties to it the potential commercial redress property is not a commercial redress property under that collective redress deed, the Crown must, as soon as reasonably practicable after the date of that collective redress deed, -
- 6.3.1 offer by notice in writing to the trustees the potential commercial redress property –
- (a) as a commercial redress property under this deed; and
- (b) at the same transfer value that it was offered as a commercial redress property under the Marutūāhu Iwi collective redress deed; and
- 6.3.2 provide to the trustees all material information that, to the best of the land holding agency's knowledge, is in the agency's records at the date of providing that information, including its encumbrances.
- 6.4 If the trustees accept by notice in writing to the Crown an offer made by the Crown under clause 6.3.1 within 20 business days of the Crown making that offer, the potential commercial redress property –

DEED OF SETTLEMENT

6: FINANCIAL AND COMMERCIAL REDRESS

- 6.4.1 becomes a commercial redress property; and
- 6.4.2 has the transfer value specified in the offer made by the Crown.
- 6.5 The parties acknowledge and agree that –
- 6.5.1 the trustees may not withdraw their acceptance under clause 6.4 of a Crown offer of the potential commercial redress property made under clause 6.3.1; and
- 6.5.2 the transfer of the potential commercial redress property to the trustees is subject to the trustees providing to the Crown on or by the settlement date a duly signed registrable easement for a right of way, a pedestrian right of way, and a right to park in the form in part 11 of the documents schedule; and
- [Note: the terms and conditions of a registrable easement for a right of way, a pedestrian right of way, and a right to park had not been agreed by the time this deed was initialled. It could not, therefore, be included in the documents schedule. If it is agreed before the signing of this deed, it will be included in part 11 of the documents schedule.]***
- 6.5.3 the Crown's obligations under this deed in relation to the potential commercial redress property immediately cease if –
- (a) the Marutūāhu Iwi collective redress deed includes the potential commercial redress property as a commercial redress property; or
 - (b) the trustees do not accept in accordance with clause 6.4 an offer of the property made by the Crown under clause 6.3.1.

TERMS APPLYING TO COMMERCIAL REDRESS PROPERTIES

- 6.6 Each commercial redress property is to -
- 6.6.1 be transferred by the Crown to the trustees on the settlement date -
- (a) as part of the redress to settle the historical claims; and
 - (b) without any other consideration to be paid or provided by the trustees or any other person; and
 - (c) on the terms of transfer in part 8 of the property redress schedule; and
- 6.6.2 be as described in part 3 of the property redress schedule; and
- 6.6.3 have the transfer value provided in part 3 of the property schedule.

DEED OF SETTLEMENT

6: FINANCIAL AND COMMERCIAL REDRESS

- 6.7 However, if the potential commercial redress property becomes a commercial redress property, it has the transfer value specified in the offer of the property made by the Crown under clause 6.3.1.
- 6.8 The transfer of each commercial redress property will be subject to, and where applicable with the benefit of, the encumbrances provided in part 3 of the property redress schedule in relation to that property.

COMMERCIAL REDRESS PROPERTIES THAT ARE TO BE LEASED BACK TO THE CROWN

- 6.9 In this deed, **leaseback commercial redress property** means each of the following commercial redress properties:
- 6.9.1 Clevedon School site (land only):
- 6.9.2 Maraetai Beach School site (land only).
- 6.10 Each of the leaseback commercial redress properties is to be leased back to the Crown, immediately after its transfer to the trustees, on the terms and conditions provided by the lease for that property in part 12 of the documents schedule (being a registrable ground lease for the property, ownership of the improvements remaining unaffected by the purchase).

WITHDRAWAL OF LEASEBACK COMMERCIAL REDRESS PROPERTIES

- 6.11 If a leaseback commercial redress property becomes surplus to the requirements of the land holding agency of that property, the Crown may, at any time before the settlement legislation is enacted, give the trustees notice that the property is no longer available for transfer as a commercial redress property.
- 6.12 If notice is given by the Crown to the trustees in accordance with clause 6.11 in relation to a leaseback commercial redress property, -
- 6.12.1 the property ceases to be a commercial redress property; and
- 6.12.2 its transfer value is not to be deducted from the amount payable under clause 6.1; and
- 6.12.3 the Crown's obligations under this deed in relation to the property as a commercial redress property immediately end.

DEFERRED SELECTION PROPERTIES

- 6.13 The deferred selection properties in subparts A and B of part 4 of the property redress schedule are -
- 6.13.1 Macleans College site (land only); and

DEED OF SETTLEMENT

6: FINANCIAL AND COMMERCIAL REDRESS

- 6.13.2 Glen Innes Police Station (land only); and
 - 6.13.3 Manukau Area Community Probation Centre; and
 - 6.13.4 Musick Point property.
- 6.14 The trustees, -
- 6.14.1 for two years after the settlement date, have a right to elect to purchase any of the deferred selection properties described in subpart A of part 4 of the property redress schedule (being Macleans College site (land only), Glen Innes Police Station (land only), and Manukau Area Community Probation Centre) but, in the case of the Manukau Area Community Probation Centre, the right to elect to purchase that property is subject to the trustees and the Crown agreeing a form of leaseback to the Crown of that property (excluding the amount of the initial rental) before a notice of interest is given in relation to it in accordance with paragraph 6.1.1 of the property redress schedule; and
 - 6.14.2 for five years after the settlement date, have the right to elect to purchase the deferred selection property described in subpart B of part 4 of the property redress schedule (being Musick Point property).
- 6.15 The trustees' right under clause 6.14 to purchase the deferred selection properties in subparts A and B of part 4 of the property redress schedule is on, and subject to, the terms and conditions in part 6 of the property redress schedule.

DEFERRED SELECTION PROPERTIES THAT ARE TO BE LEASED BACK TO THE CROWN

- 6.16 In this deed, **leaseback subpart A deferred selection property** means each of the following deferred selection properties:
- 6.16.1 Macleans College site (land only):
 - 6.16.2 Glen Innes Police Station (land only):
 - 6.16.3 Manukau Area Community Probation Centre.
- 6.17 Each of the leaseback subpart A deferred selection properties is to be leased back to the Crown, immediately after purchase by the trustees under part 6 of the property redress schedule, on the terms and conditions provided by the lease for that property, -
- 6.17.1 in the case of the Macleans College site (land only), in part 12 of the documents schedule (being a registrable ground lease for the property, ownership of the improvements remaining unaffected by the purchase); and

DEED OF SETTLEMENT

6: FINANCIAL AND COMMERCIAL REDRESS

- 6.17.2 in the case of the Glen Innes Police Station (land only), in part 13 of the documents schedule (being a registrable ground lease for the property, ownership of the improvements remaining unaffected by the purchase); and
- 6.17.3 in the case of Manukau Probation Centre, agreed in writing by the trustees and the Crown before giving a notice of interest in that property in accordance with paragraph 6.1.1 of the property redress schedule.

WITHDRAWAL OF LEASEBACK SUBPART A DEFERRED SELECTION PROPERTIES

- 6.18 If a leaseback subpart A deferred selection property becomes surplus to the requirements of the land holding agency of that property, the Crown may, at any time before the trustees give a notice of interest in the property in accordance with paragraph 6.1 of the property redress schedule, give the trustees notice that the property is no longer available for selection by the trustees as a deferred selection property.
- 6.19 If notice is given by the Crown to the trustees in accordance with clause 6.18 in relation to a leaseback subpart A deferred selection property –
- 6.19.1 the property ceases to be a deferred selection property; and
- 6.19.2 the Crown's obligations under this deed in relation to the property as a deferred selection property immediately cease.

RFR IN RELATION TO WITHDRAWN PROPERTIES

- 6.20 The trustees are to have a right of first refusal in relation to a disposal by the Crown of land that has ceased to be a commercial redress property under clause 6.12, or ceased to be a deferred selection property under clause 6.19, if, on the settlement date,–
- 6.20.1 the land is vested in the Crown; or
- 6.20.2 the fee simple estate in the land is held by the Crown.
- 6.21 The right of first refusal under clause 6.20 is –
- 6.21.1 to be on the terms provided by sections 108 to 137 of the draft settlement bill; and
- 6.21.2 in particular, to apply –
- (a) for a term of 173 years from the settlement date; but
- (b) only if the land –

DEED OF SETTLEMENT

6: FINANCIAL AND COMMERCIAL REDRESS

- (i) is not being disposed of in the circumstances provided by sections 116 to 125 of the draft settlement bill; and
- (ii) is not subject to a contract formed under section 127 of the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014 for disposal of the land.

JOINT DEFERRED SELECTION PROPERTY: PAPAURA PROPERTY

6.22 Part 7 of the property redress schedule provides -

- 6.22.1 on the terms and conditions set out in that part, a conditional right to elect to purchase the fee simple estate in the Papakura property (as described in subpart C of part 4 of the property redress schedule) to the trustees and/or the trustees of the Ngāti Tamaoho Settlement Trust; and
- 6.22.2 the rights of the trustees of the Ngāti Tamaoho Settlement Trust in relation to the Papakura property are conditional upon those trustees, on or before 30 June 2018, entering into a deed with the Crown approving the rights as redress; and
- 6.22.3 if the rights of the trustees of the Ngāti Tamaoho Settlement Trust in relation to the Papakura property –
 - (a) become unconditional, those trustees and/or the trustees of the Ngāi Tai ki Tāmaki Trust may give a notice of interest in the property for one year from –
 - (i) 30 June 2018; or
 - (ii) if the settlement dates under this deed and the Ngāti Tamaoho deed of settlement occur before 30 June 2018, the later of those settlement dates; or
 - (b) do not become unconditional, the trustees of the Ngāi Tai ki Tāmaki Settlement Trust may give a notice of interest in the property for one year from 30 June 2018; and
- 6.22.4 the Crown must, after a notice of interest in relation to the Papakura property is given, give notice of whether a lease back to the Crown of the property is required; and
- 6.22.5 the entity or entities giving a notice of interest must elect whether or not to proceed with a valuation of the Papakura property after receiving the notice from the Crown in relation to the lease back; and
- 6.22.6 if the Crown has given notice that a lease back to the Crown of the Papakura property is required, the property must be leased back to the Crown

DEED OF SETTLEMENT

6: FINANCIAL AND COMMERCIAL REDRESS

immediately after its purchase under part 7 of the property redress schedule by the purchaser or purchasers, on the terms and conditions provided by the lease for that property in part 14 of the documents schedule.

TORPEDO BAY PROPERTY

[Note: the Torpedo Bay redress set out at clauses 6.23 to 6.27 remains under discussion with the Marutūāhu Collective. These discussions must be completed by the date that is 40 business days after the date of initialling this deed. Following the outcome of these discussions, the Crown will advise Ngāi Tai ki Tāmaki whether the opportunity to purchase the Torpedo Bay property will continue to be provided jointly. Ngāi Tai ki Tāmaki will not receive lesser redress than that provided by clauses 6.23 to 6.27 and the relevant provisions of the property redress schedule. Depending on the outcome of the discussions, this deed may need to be amended accordingly for signing.]

- 6.23 On the Torpedo Bay property settlement date (as defined in clause 6.25), -
- 6.23.1 the Crown will transfer the fee simple estate in the Torpedo Bay property –
 - (a) to the trustees and the Marutūāhu Rōpū Limited Partnership, as tenants in common in equal shares or in another proportion if that proportion is notified to the Crown in writing by both transferees before the Torpedo Bay settlement date; and
 - (b) on the terms of transfer in part 8 of the property redress schedule; and
 - 6.23.2 the Torpedo Bay property is to be transferred as described in part 5 of the property redress schedule; and
 - 6.23.3 the trustees and the Marutūāhu Rōpū Limited Partnership must pay the Crown the transfer value (being \$2,300,000) of the Torpedo Bay property (plus GST if any).
- 6.24 Clauses 6.23 to 6.26 are conditional upon, –
- 6.24.1 this deed becoming unconditional; and
 - 6.24.2 a Marutūāhu Iwi collective redress deed having been entered into that provides for the transfer of the fee simple estate in the Torpedo Bay property to the trustees and the Marutūāhu Rōpū Limited Partnership on the same terms and conditions as provided in clauses 6.23 to 6.26 and part 8 of the property redress schedule; and

DEED OF SETTLEMENT

6: FINANCIAL AND COMMERCIAL REDRESS

- 6.24.3 the Marutūāhu Iwi collective redress deed having become unconditional.
- 6.25 In this deed, **Torpedo Bay property settlement date** means the date that is 60 business days after the settlement date.
- 6.26 The transfer of the fee simple estate in the Torpedo Bay property is to be subject to –
- 6.26.1 and where applicable with the benefit of, the encumbrances provided in part 5 of the property redress schedule; and
- 6.26.2 the property being leased back to the Crown by the trustees and the Marutūāhu Rōpū Limited Partnership, immediately after its transfer, on the terms and conditions provided by the lease for that property in part 15 of the documents schedule (being a registrable ground lease for the property, ownership of the improvements remaining unaffected by the purchase).
- 6.27 The trustees agree to engage, together with the Marutūāhu Rōpū Limited Partnership, with the Auckland Council, to agree, if possible, arrangements that are acceptable to all parties for the Auckland Council to have access over the Torpedo Bay property to enable the Auckland Council to maintain and repair the wharf that is adjacent to that property.

APPLICATION OF CROWN MINERALS ACT 1991

- 6.28 The settlement legislation will, on the terms provided by sections 138 to 140 of the draft settlement bill, provide that –
- 6.28.1 section 11 of the Crown Minerals Act 1991 (minerals reserved to the Crown) does not apply to –
- (a) any commercial redress property transferred to the trustees; and
- (b) any purchased deferred selection property transferred to the trustees; and
- (c) the commercial property (the Torpedo Bay property), if it is transferred to the trustees and the Marutūāhu Rōpū Limited Partnership; and
- (d) any RFR land transferred to the trustees under a contract formed under section 115 of the draft settlement bill; but
- 6.28.2 a transfer referred to in clause 6.28.1(a), (b), (c), or (d) does not –
- (a) limit section 10 of the Crown Minerals Act 1991 (petroleum, gold, silver and uranium); or
- (b) affect other lawful rights to subsurface minerals.

DEED OF SETTLEMENT

6: FINANCIAL AND COMMERCIAL REDRESS

- 6.29 The settlement legislation will, on the terms provided by section 139(2) of the draft settlement bill provide that, if the fee simple estate in a property is transferred in accordance with this part to the trustees and others as tenants in common, any minerals in the property that are owned by the tenants in common of the fee simple estate in the property will be owned by those tenants in the same proportions in which the fee simple estate is held by them.
- 6.30 The Crown acknowledges, for the avoidance of 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 under any other enactment.

SETTLEMENT LEGISLATION

- 6.31 The settlement legislation will, on the terms provided by sections 98 to 107 of the draft settlement bill, enable the transfer of –
- 6.31.1 the commercial redress properties; and
 - 6.31.2 a deferred selection property, if the requirements for transfer of that property under this deed have been satisfied; and
 - 6.31.3 the commercial property (the Torpedo Bay property), if the requirements for the transfer of that property under this deed have been satisfied.

DEED OF SETTLEMENT

7 COLLECTIVE REDRESS

DEEDS PROVIDING COLLECTIVE REDRESS

7.1 Ngāi Tai ki Tāmaki -

7.1.1 is one of the iwi of Ngā Mana Whenua o Tāmaki Makaurau; and

7.1.2 is, therefore, a party to the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed between the Crown and Ngā Mana Whenua o Tāmaki Makaurau; and

7.1.3 is one of the iwi of Pare Hauraki; and

7.1.4 will be a party to a Pare Hauraki Collective Redress Deed between the Crown and Pare Hauraki, if that deed is signed by the Crown and for and on behalf of Pare Hauraki.

NGĀ MANA WHENUA O TĀMAKI MAKAUURAU 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 deed, in relation to public 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:

¹ Matukutūruru, Maungakiekie / One Tree Hill, Maungarei / Mount Wellington, Maungauika, Maungawhau / Mount Eden, Mount Albert, Mount Roskill, Mount St John, Ōhinerau / Mount Hobson, Ōhūiarangi / Pigeon Mountain, Ōtāhuhu / 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 Motukōrea.

DEED OF SETTLEMENT

7: COLLECTIVE REDRESS

Commercial redress in relation to RFR land

- (e) a right of first refusal over RFR land, as defined in the 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 deed) -
- (i) in relation to which one of the iwi 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:

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

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

DEFERRED SELECTION PROPERTIES MAY BECOME NGĀ MANA WHENUA O TĀMAKI MAKĀURAU COLLECTIVE REDRESS

- 7.3 The parties acknowledge that, if a deferred selection property under this deed that is situated in the RFR area (as defined in the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed) has not ceased to be a deferred selection property under clause 6.19, and is not purchased under this deed, redress is given in relation to that property –

- 7.3.1 under part 7 (Right to Purchase Former Deferred Selection Properties in Comprehensive Settlements) of the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed; and

- 7.3.2 if the redress under part 7 is not exercised, under subpart 1 (RFR land) of part 4 (Commercial redress) of the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014.

CERTAIN PROPERTIES CEASE TO BE NGĀ MANA WHENUA O TĀMAKI MAKĀURAU COLLECTIVE REDRESS

- 7.4 The Minister for Treaty of Waitangi Negotiations must, before the settlement date, give notice to the relevant persons in accordance with section 120 of the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014 that the following properties, that are redress under this deed, cease to be RFR land for the purposes of that Act:

DEED OF SETTLEMENT

7: COLLECTIVE REDRESS

- 7.4.1 each cultural redress property that is situated in the RFR area (as defined in the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed):
- 7.4.2 each commercial redress property that is situated in the RFR area (as defined in the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed):
- 7.4.3 each deferred selection property that is situated in the RFR area (as defined in the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed):
- 7.4.4 the commercial property that is situated in the RFR area (as defined in the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed).

PARE HAURAKI COLLECTIVE REDRESS

- 7.5 The Crown owes Ngāi Tai ki Tāmaki a duty consistent with the principles of Te Tiriti o Waitangi/the Treaty of Waitangi to negotiate a Pare Hauraki Collective Redress Deed in good faith.
- 7.6 The parties acknowledge, to avoid doubt, while the Crown will negotiate a Pare Hauraki Collective Redress Deed in good faith, the Crown is not in breach of this deed if that deed is not agreed by any particular date.

DEED OF SETTLEMENT

8 HARBOURS

NGĀI TAI KI TĀMAKI ASSOCIATION WITH HARBOURS AND REDRESS ASPIRATIONS IN RELATION TO THEM

- 8.1 Ngāi Tai ki Tāmaki consider they are a maritime people without boundaries and have been voyagers since ancient times. From Te Arai out to Hauturu out to Aotea and throughout Hauraki and Tāmaki Makaurau and all the islands within, Ngāi Tai ki Tāmaki have significant multiple, and many layered, associations.
- 8.2 The Manukau Harbour, the Waitematā Harbour and the Hauraki Gulf / Tīkapa Moana (the **harbours**) are, and continue to be, of great cultural, historical and spiritual importance to Ngāi Tai ki Tāmaki.
- 8.3 Ngāi Tai ki Tāmaki wish to record their aspirations for harbours redress to –
- 8.3.1 restore and enhance the ability of the harbours to provide nourishment and spiritual nourishment; and
 - 8.3.2 recognise the significance of the harbours as maritime pathways to settlements through their Tāmaki Makaurau and Hauraki rohe; and
 - 8.3.3 help facilitate the exercise by Ngāi Tai ki Tāmaki of kaitiakitanga and rangatiratanga.

DEFERRAL OF HARBOURS NEGOTIATIONS

- 8.4 Even though the historical claims are settled by this deed and the settlement legislation, this deed does not provide for all redress in relation to the harbours. The harbours redress is to be developed in further negotiations between the Crown and others, including Ngāi Tai ki Tāmaki.
- 8.5 The Crown will negotiate harbours redress in good faith with Ngāi Tai ki Tāmaki in a manner consistent with the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.
- 8.6 Ngāi Tai ki Tāmaki acknowledge that the Crown is not in breach of this deed if the redress referred to in clause 8.5 has not been provided by any particular date if, on that date, the Crown is still willing to negotiate in good faith in an attempt to provide the redress.
- 8.7 Ngāi Tai ki Tāmaki are not precluded from making a claim to any court, tribunal or other judicial body in respect of the process referred to in clauses 8.4 to 8.6.

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 will 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 other iwi; and
 - 9.3.2 must comply with the drafting standards and conventions of the Parliamentary Counsel Office for Government Bills, as well as the requirements of the legislature under Standing Orders, Speakers' Rulings, and conventions; and
 - 9.3.3 must be in a form that is satisfactory to Ngāi Tai ki Tāmaki and the Crown.
- 9.4 The Crown must not propose changes to the draft settlement bill after its introduction to the House of Representatives other than changes agreed in writing by the trustees and the Crown.
- 9.5 Ngāi Tai ki Tāmaki and the trustees must support the passage through Parliament of the draft settlement bill, as it may be amended after its introduction to the House of Representatives.

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 6.3 to 6.5, 6.11, 6.12, 6.18, 6.19 and 6.22:
 - 9.7.2 clauses 9.4 to 9.11:
 - 9.7.3 paragraph 1.3, and parts 4 to 7, of the general matters schedule:
 - 9.7.4 subpart C of part 4, and part 7, of the property redress schedule:
 - 9.7.5 parts 1, 8 and 9 of the property redress schedule (to the extent they relate to the Papakura property):

DEED OF SETTLEMENT

9: SETTLEMENT LEGISLATION, CONDITIONS, AND TERMINATION

- 9.7.6 such other provisions of this deed are necessary to give effect to part 7 of the property redress schedule.

EFFECT OF THIS DEED

- 9.8 This deed –
- 9.8.1 is “without prejudice” until it becomes unconditional; and
- 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 trustees 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 the on-account payment is 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 Ngāi Tai ki Tāmaki, 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
 - (ii) by or under legislation; and

DEED OF SETTLEMENT

10: GENERAL, DEFINITIONS, AND INTERPRETATION

10.2.2 includes every claim to the Waitangi Tribunal to which clause 10.2.1 applies that relates exclusively to Ngāi Tai ki Tāmaki or a representative entity, including the following claims:

- (a) Wai 236 – Ngāi Tai claim:
- (b) Wai 423 – Ngāi Tai ki Tāmaki rohe claim:
- (c) Wai 960 – Ngāi Tai Umupuia o Tāmaki claim:
- (d) Wai 1749 – Ngāi Tai/Ngāti Tai claim; and

10.2.3 includes every other claim to the Waitangi Tribunal to which clause 10.2.1 applies, so far as it relates to Ngāi Tai ki Tāmaki or a representative entity, including the following claims:

- (a) Wai 96 – East Wairoa Raupatu claim:
- (b) Wai 100 – Hauraki Maori Trust Board claim:
- (c) Wai 1530 – Descendants of Hurikino Hetaraka and Mihi Te Rina Herewini claim:
- (d) Wai 1825 – Descendants of Hetaraka Takapuna claim:
- (e) Wai 1897 – Boyd Turongo Dixon claim:
- (f) Wai 2063 – Ngāti Tai and Ngāi Tai claim:
- (g) Wai 2169 – Descendants of Hetaraka Takapuna claim.

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

10.3.1 a claim that a member of Ngāi Tai ki Tāmaki, or a whānau, hapū, or group referred to in clause 10.5.2, or a group referred to in clause 10.5.3, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in clause 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 clauses 10.2.2 or 10.2.3.

NGĀI TAI KI TĀMAKI

10.5 In this deed, **Ngāi Tai ki Tāmaki**, or the **settling group**, means -

DEED OF SETTLEMENT

10: GENERAL, DEFINITIONS, AND INTERPRETATION

- 10.5.1 the collective group composed of individuals who descend from a tupuna of Ngāi Tai ki Tāmaki; and
- 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 Te Raukohekohe:
 - (b) Ngāti Kōhua:
 - (c) Ngāti Rangitawhia; and
- 10.5.3 the following groups to the extent that they are composed of individuals referred to in paragraph 10.5.1:
- (a) Ngāti Taimanawaiti:
 - (b) Ngāti Taihaua:
 - (c) Te Uri o Te Ao; and
- 10.5.4 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 Ngāi Tai ki Tāmaki tikanga (customary values and practices); and
- 10.6.2 **tupuna of Ngāi Tai ki Tāmaki** means an individual who –
- (a) exercised customary rights by virtue of being descended from –
 - (i) Te Whatataui (Te Whataatao); or
 - (ii) a recognised ancestor of any of the groups listed in clause 10.5.2; and
 - (b) exercised the customary rights referred to in clause 10.6.2(a) predominantly in relation to the area of interest after 6 February 1840; and

DEED OF SETTLEMENT

10: GENERAL, DEFINITIONS, AND INTERPRETATION

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

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

NEGOTIATORS AND MANDATED SIGNATORIES

10.7 The parties acknowledge –

10.7.1 in this deed **negotiators** means –

- (a) James Brown of Maraetai, Consultant,
- (b) Laurie Beamish of Umupuia, Fisherman,
- (c) Carmen Kirkwood of Whatapaka, Historian and Environmentalist, and
- (d) Lucy Steel of Torere, Educationalist and Consultant; and

10.7.2 Ngāi Tai ki Tāmaki have approved the signing of this deed by the trustees of the Ngāi Tai ki Tāmaki Tribal Trust.

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 by the trustees of the
NGĀI TAI KI TĀMAKI TRIBAL TRUST
for and on behalf of
NGĀI TAI KI TĀMAKI
in the presence of -

James Brown, Chairman, Negotiator

Carmen Kirkwood, Trustee, Negotiator

Lucy Steel, Treasurer, Negotiator

Laurie Beamish, Executive, Negotiator

Billy Rewa Brown, Secretary, Executive

Hiraina Whaanga, Trustee, Executive

Tipene Zister, Trustee

David Beamish, Trustee

Maureen Sinton, Trustee

Jeff Lee, Trustee

Zaelene Maxwell-Butler

WITNESS

Name:
Occupation:
Address:

DEED OF SETTLEMENT

SIGNED by the trustees of the
NGĀI TAI KI TĀMAKI TRUST
in the presence of -

James Brown

Laurie Beamish

Lucy Steel

Billy Rewa Brown

Carmen Kirkwood

Jeff Lee

Barry Soutar

WITNESS

Name:
Occupation:
Address:

DEED OF SETTLEMENT

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

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

Hon Christopher Finlayson

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

Hon Simon William English

WITNESS

Name:
Occupation:
Address:

DEED OF SETTLEMENT

OTHER WITNESSES