RANGITĀNE O WAIRARAPA AND RANGITĀNE O TAMAKI NUI-Ā-RUA

and

THE TRUSTEES OF THE RANGITĀNE TŪ MAI RĀ TRUST

and

THE CROWN

DEED OF SETTLEMENT OF HISTORICAL CLAIMS

[DATE]

PURPOSE OF THIS DEED

This deed –

- sets out an account of the acts and omissions of the Crown before 21 September 1992 that affected Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua and breached the Treaty of Waitangi and its principles; and

- provides an acknowledgement by the Crown of the Treaty breaches and an apology; and

- settles the historical claims of Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua; and

- specifies the cultural redress, and the financial and commercial redress, to be provided in settlement to the governance entity that has been approved by Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua to receive the redress; and

- includes definitions of –

    - the historical claims; and

    - Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua; and

- provides for other relevant matters; and

- is conditional upon settlement legislation coming into force.

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DEED OF SETTLEMENT

THIS DEED is made between

RANGITĀNE O WAIRARAPA AND RANGITĀNE O TAMAKI NUI-Ā-RUA

and

THE TRUSTEES OF THE RANGITĀNE TŪ MAI RĀ TRUST

and

THE CROWN

1 BACKGROUND

1.1 The text in clauses 1.1 to 1.54 of this background section is provided by Rangitāne o Wairarapa and Rangitāne Tamaki nui-ā-Rua and describes their view of iwi and hapū identity within their area of interest. It does not represent the totality of Rangitāne whakapapa and tikanga with regard to their identity and relationship to the Wairarapa and Tamaki nui-ā-Rua regions.

Rangitāne o Tamaki nui-ā-Rua	**Rangitāne o Wairarapa**
Ko Ruahine te maunga	*Ko Rangitūmau te maunga*
Ko Manawatū te awa	*Ko Ruamahanga te awa*
Ko Kurahaupō te waka	*Ko Kurahaupō te waka*
Ko Rangitāne te iwi	*Ko Rangitāne te iwi*
Ko Ngāti Te Rangiwhaka-ewa te hapū matua	*Ko Ngāti Hāmua te hapū matua*
Ko Mākirikiri te marae	*Ko Te Oreore te marae*

Tū mai rā	Stand forth
Tū mai rā	Stand fast
Ngā uri o Rangitāne	The descendants of Rangitāne
Whakamau ki tō tupuna	Hold fast to your ancestor
Tō whakapapa rangatira	Your noble pedigree
Me mau tonu ki ngā hononga	Maintain the connections
O ngā karanga maha o roto rā	To your many relations
Nā reira	Therefore
Rangitāne mā	Rangitāne people
Tū mai rā	Stand forth
Tū mai rā.	Stand fast

(*Tū Māi Rā*, a popular Rangitāne call to arms)

1: BACKGROUND

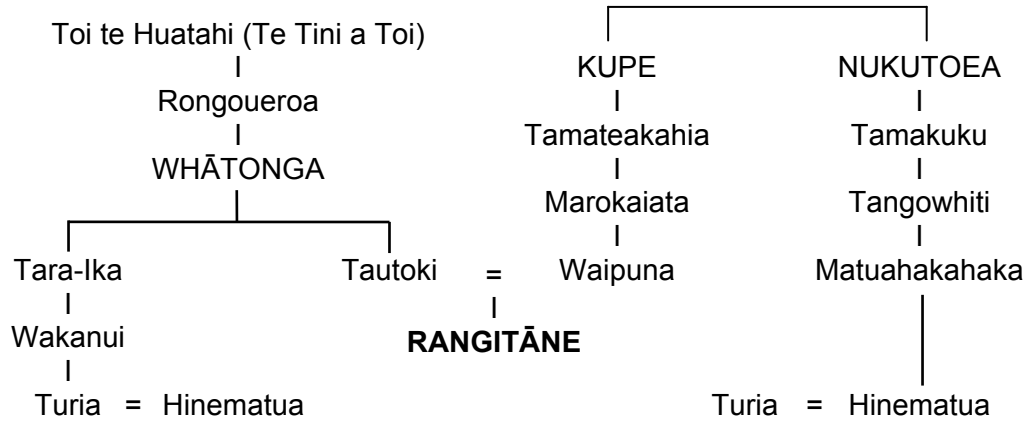
'KO RANGITĀNE TĒNEI': RANGITĀNE IN WAIRARAPA AND TĀMAKI NUI-Ā-RUA, TO 1840

Ko Whātonga te rangatira, ko Kurahaupō te waka mai o Hawaiki, ko Rangitāne, ko Hāmua … ngā iwi tūturu i mau ai tēnei ingoa o Rangitāne i puta mai nei i a Whātonga.

Whātonga is the rangatira, Kurahaupō is the waka from Hawaiki. Rangitāne and Hāmua are the rightful iwi who carry this name of Rangitāne which came forth from Whātonga.

(He Poroporoaki ki a Meiha Keepa i *Te Tiupiri*, 26 Aperira 1898:4)

Whakapapa 1. Kupe, Nukutoea, Whātonga and Rangitāne



1.2 Rangitāne trace their descent from the explorer Kupe, his brother Nukutoea, Toi and Whātonga, the rangatira of the Kurahaupō waka.

1.3 Rangitāne traditions record that Kupe made landfall at several places along the Wairarapa coast and Te Whanga-nui-a-Tara (Wellington Harbour). He left members of his travelling party at various locations, including his brother Nukutoea, and these people established small communities and became important ancestors within Rangitāne whakapapa.

1.4 Whātonga was the rangatira of the Kurahaupō waka, which made its final landfall at Nukutaurua on the Māhia Peninsula. Whātonga established his people at Heretaunga (Hawke's Bay) and had two sons, Tara-Ika (the ancestor of the Ngāi Tara people) and Tautoki, the father of Rangitāne. There was an enduring relationship between the descendants of Tara-Ika and Rangitāne, and Ngāi Tara in Wairarapa were eventually absorbed into Rangitāne.

1.5 Whātonga and Haunui-ā-Nanaia, another rangatira of the Kurahaupō waka, travelled widely throughout the lower North Island naming many places as they went. Haunui-ā-Nanaia named the Manawatū River, the Remutaka Ranges, Wairarapa Moana, the Ruamahanga River and Mt Rangitūmau. He gave rise to the whakatauākī:

Ka rarapa ngā kanohi, ko Wairarapa.
His eyes glanced, and it was Wairarapa.

(Williams *A Dictionary of the Māori Language* 1971: 225)

1.6 Whātonga encountered a vast forest in his travels, covering an area from Takapau in the north to Pukaha and Opaki in the south, and named it Te Tapere nui o Whātonga ('the great district of Whātonga'). In the nineteenth century, this area became known to Pākehā as the Seventy Mile Bush. Te Tapere nui o Whātonga was a defining feature of Rangitāne's customary takiwā and tribal identity as it connected and provided sustenance and shelter for the Rangitāne people of Wairarapa and Tamaki nui-ā-Rua. Whātonga eventually settled in Hawke's Bay. He named his house Heretaunga, which became the accepted name for the wider region.

1.7 Rangitāne was born, raised and buried in Heretaunga (Hawke's Bay). During his lifetime he travelled throughout the Tāmaki nui-ā-Rua, Wairarapa and Manawatū districts. Within a few generations his descendants settled in these regions. They often encountered and intermarried with the descendants of Kupe and the Ngāi Tara people. Ngāi Tara eventually became identified with the Te Whanganui a Tara (Wellington) region, while Rangitāne became identified with Wairarapa, Tamaki nui-ā-Rua, and Manawatū.

1.8 The region of Tamaki nui-ā-Rua comprises the eastern side of the Tararua and Ruahine Ranges, the old Seventy Mile Bush and the eastern or coastal area from Poroporo to Mataikona. Rangitāne customary interests also exist in areas north and west of the traditional Tamaki nui-ā-Rua district, but within the Rangitāne area of interest. Rangitāne acknowledge the strong whakapapa relationships with their whanaunga who continue to exercise ahi kā roa in the areas just north and east of Tamaki nui-ā-Rua.

1.9 The Wairarapa region comprises the eastern side of the Remutaka and Tararua Ranges and the area south of Tamaki nui-ā-Rua to the southern coast at Palliser Bay and Cape Palliser.

1.10 Together, these regions comprise approximately 2.5 million acres.

1.11 Rangitāne claim interests throughout this area by virtue of whakapapa, take tupuna (inherited rights) and ahi kā roa (long occupation). Rangitāne tikanga does not recognise that "affiliations over time" provide any basis for confirming the customary interests of Rangitāne. Rangitāne acknowledge that Rangitāne individuals have whakapapa connections to many non-Rangitāne tūpuna throughout Aotearoa, but that these connections do not give those individuals their customary rights and interests as Rangitāne in the area of interest described above. Rangitāne claim that their rights within their area of interest are derived from their Rangitāne whakapapa.

1.12 In its report on the Wairarapa and Tararua districts, the Waitangi Tribunal emphasised that names are potent. It further stated that:

> *Equally disrespectful is mispronunciation of Māori – sometimes to the extent where the Māori word and its Māori origin is indiscernible.*
>
> *Proper pronunciation and accurate spelling of Māori place names is arguably all the more important where – as is usually the case in Wairarapa ki Tararua – tangata whenua no longer own the land. The names, and the tīpuna (ancestors) and stories associated with them, are often their only abiding connection with places their forebears occupied and traversed mai rāno (from time immemorial).*

(Waitangi Tribunal, 2010:xlix).

1.13 These statements are repeated here to highlight the importance Rangitāne place on pronouncing Māori words and names relevant to their origins, history and tikanga.

1.14 One of those important names is Te Rangiwhaka-ewa, a tupuna of direct Rangitāne descent with mana in the Tamaki nui-ā-Rua region. For some time Rangitāne have spelt the tupuna and hapū name with a hyphen - "Te Rangiwhaka-ewa" - as an attempt to ensure that the correct pronunciation was adhered to. The emphasis being on the separate "*ewa"* sound, rather than a "*whakae wa"* sound. This approach is consistent linguistically with the pronounciation of verbs starting with 'e' when they take the causative prefix 'whaka'; for example, whakaea, whakaeke, whakaemi.

1.15 This pronunciation is important as it relates to the actual meaning of the name from Rangitāne's perspective. Rangitāne oral kōrero records that the name Te Rangiwhaka-ewa comes from the original name Whaka ewa i te Rangi, who was the ancestress of Te Rangiwhaka-ewa. The name iself refers to a certain type of cloud formation that dangles or hangs down from the other clouds. This cloud formation was present at the birth of Whaka ewa i te Rangi to which her name was attributed.

1.16 For the purposes of the Mākirikiri Reserve shared redress Rangitāne has agreed to record their tupuna/hapū as "Te Rangiwhakaewa" but maintain the view that the correct pronunciation is, "Te Rangiwhaka-ewa". Rangitāne will continue to use that spelling, including for the purposes of this deed of settlement.

THE HAPŪ OF RANGITĀNE

1.17 In time, various Rangitāne hapū emerged within the Tamaki nui-ā-Rua and Wairarapa districts. Prominent among these was Ngāti Hāmua.

Ngāti Hāmua

Ko Hāmua te ingoa nui o tēnei wāhanga o te iwi o Rangitāne.
Hāmua is the principal name of this branch of the Rangitāne tribe.

(H.P Tamihana and Te A. Maaka of Te Oreore, 1922:6)

Whakapapa 2. Rangitāne and Hāmua

RANGITĀNE
|
Kopuparapara
|
Kuaopango
|
Uengārehupango
|
HĀMUA

1.18 Ngāti Hāmua is the matua hapū (or 'parent' hapū) for Rangitāne. Rangitāne assert that Ngāti Hāmua is an exclusively Rangitāne hapū, Rangitāne assert that this exclusivity is supported by credible oral and written evidence that is widely available. This has also been acknowledged by tikanga experts from neighbouring iwi.

1.19 The basis of the above assertions is the direct whakapapa from Rangitāne, the tupuna, to Hāmua, the tupuna, together with the maintenance of take tūpuna (inherited rights) and ahi kā roa (long occupation) by the descendants of these two tūpuna as the basis of customary rights and interests within the Rangitāne area of interest.

1.20 Rangitāne assert that Ngāti Hāmua tūpuna in the nineteenth century often claimed their customary interests in land before the Native Land Court through their Rangitāne whakapapa and continued occupation. The eminent historian, Dr Angela Ballara, has undertaken a detailed analysis of Native Land Court records for this region. This analysis has identified: "every time that Hāmua's genealogy was traced in the Land Court, it was given from Rangitāne. In no cases was it traced from … any other ancestral line" (Ballara, PhD Thesis, 1991, p 160).

1.21 Ngāti Hāmua was a large grouping with kāinga, mahinga kai and other interests throughout Wairarapa and Tamaki nui-ā-Rua, and reaching west of the Tararua and Ruahine Ranges. In the nineteenth and twentieth centuries, Ngāti Hāmua people recorded their enduring affiliation with Rangitāne:

… the descendants of Hāmua are all Rangitāne
(Nireaha Tamaki in AJHR, 1898: G-2a:68)

… the tangata whenua [of Te Ore Ore marae] are Rangitāne and Ngāti Hāmua.
(*Ngā Tau e Waru Centennial Booklet* 1981)

1.22 In its discussion of issues related to Rangitāne identity, the Waitangi Tribunal noted that "Ngāti Hāmua was the principal Rangitāne hapū". It also noted that "Ngāti Hāmua had its strongest presence south of the Manawatū Gorge from Te Hāwera south to the Te Oreore area near present-day Masterton" (Waitangi Tribunal, 2010:4).

Ngāti Te Rangiwhaka-ewa me ōna hapū

Mā whea mai tō rākau i te ngaru tai moana nui e whakapae nei!
What good is your weapon against the great ocean wave lying there!

(Te Umuroa, cited in McEwen, 1986:67).

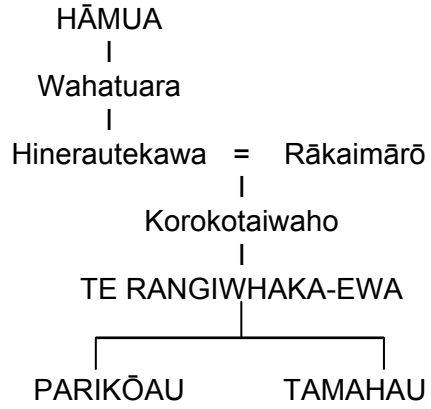
1.23 Ngāti Te Rangiwhaka-ewa is the matua hapū (or 'parent' hapū) for those Rangitāne iwi members from the Tamaki nui-ā-Rua region. Based on the same rationale as for Ngāti Hāmua - direct whakapapa, take tupuna (inherited rights) and ahi kā roa (long occupation)- Rangitāne say that Ngāti Te Rangiwhaka-ewa is an exclusively Rangitāne hapū.

1.24 As with Ngāti Hāmua, Rangitāne assert that Ngāti Te Rangiwhaka-ewa tūpuna in the nineteenth century often claimed their customary interests in land before the Native Land Court through their Rangitāne whakapapa and continued occupation. The rangatira Nireaha Tamaki stated in 1898: "The descendants of [Te] Rangiwhakaewa are always spoken of in Court as Rangitāne. Outside the Court they are called Hāmua sometimes" (Ballara, PhD Thesis, 1991, p 218)

1.25 Three hapū that are closely linked to Ngāti Te Rangiwhaka-ewa are Ngāti Parakiore, Ngāti Mutuahi and Ngāti Pakapaka. Rangitāne assert that these are exclusively Rangitāne hapū. Rangitāne maintain that this is supported by credible oral and written evidence (Ballara, PhD Thesis, 1991 pp 595-598).

1.26 Hāmua's descendent Te Rangiwhaka-ewa produced two children, Parikōau and Tamahau.

Whakapapa 3. Hāmua, Te Rangiwhaka-ewa, Parikoau and Tamahau



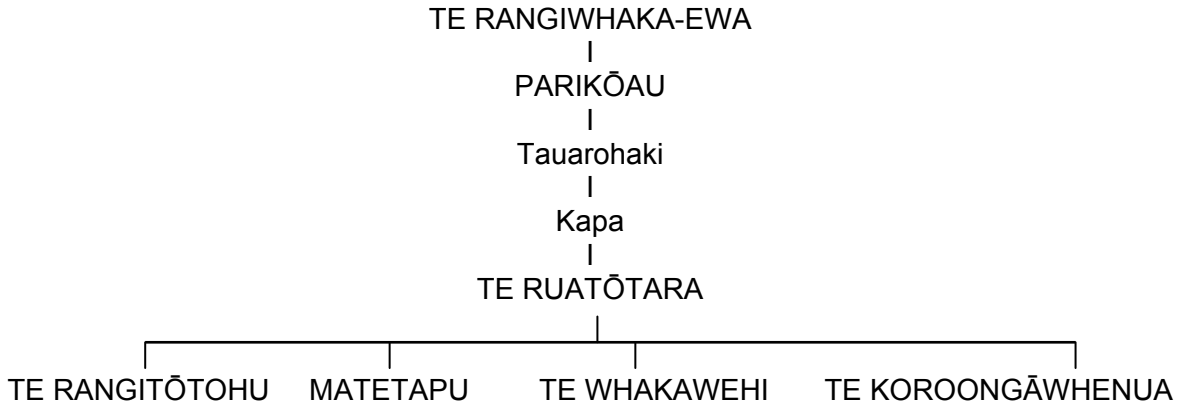
1.27 Hapū of Te Rangiwhaka-ewa descending from Parikōau lived primarily in the Tamaki nui-ā-Rua area. Rangitāne hapū in this area today recognise Te Rangiwhaka-ewa as their principal tupuna. The Waitangi Tribunal has noted that these hapū had rights throughout the Seventy-Mile Bush, north to Takapau and into the Tautāne block, and from the Manawatū Gorge up the eastern side of the Ruahine Ranges.

1.28 Te Rangiwhaka-ewa had various kāinga (or villages) in the Tamaki nui-ā-Rua takiwā (or district). His main kāinga during his period of prominence was situated in a large natural clearing known as Tawakeroa, which is part of the Tahoraiti Block, and was known as Titihuia. The whare of Te Rangiwhaka-ewa that was situated there was known as

Aotea, which is the first of three Aotea whare tupuna in Tamaki nui-ā-Rua. The main marae of the Ngāti Te Rangiwhaka-ewa people today is Mākirikiri.

1.29 Parikōau's great granddaughter was Te Ruatōtara. She was the mother of four children – Te Rangitōtohu, Matetapu, Whakawehi, and Te Koro-o-Ngā-Whenua - who became recognised as famous warriors, guardians of various entrances into Te Tapere nui o Whātonga and ancestors of Rangitāne hapū.

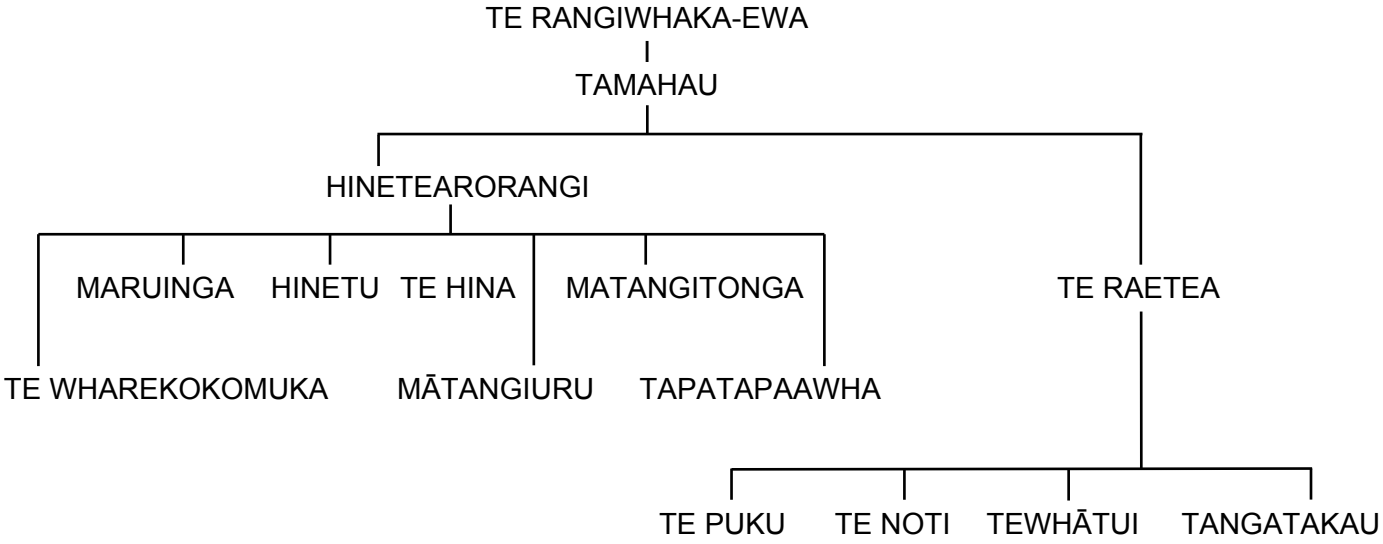
Whakapapa 4. Parikoau mā



Ngāi Tamahau me ōna hapū

1.30 Hapū descending from Te Rangiwhaka-ewa's son Tamahau lived primarily in Wairarapa. Tamahau had a daughter and a son, Hinetearorangi and Te Raetea. Their children established several small hapū around modern-day Masterton. Today, the Rangitāne people of Wairarapa mostly identify as Ngāti Hāmua.

Whakapapa 5. Tamahau mā



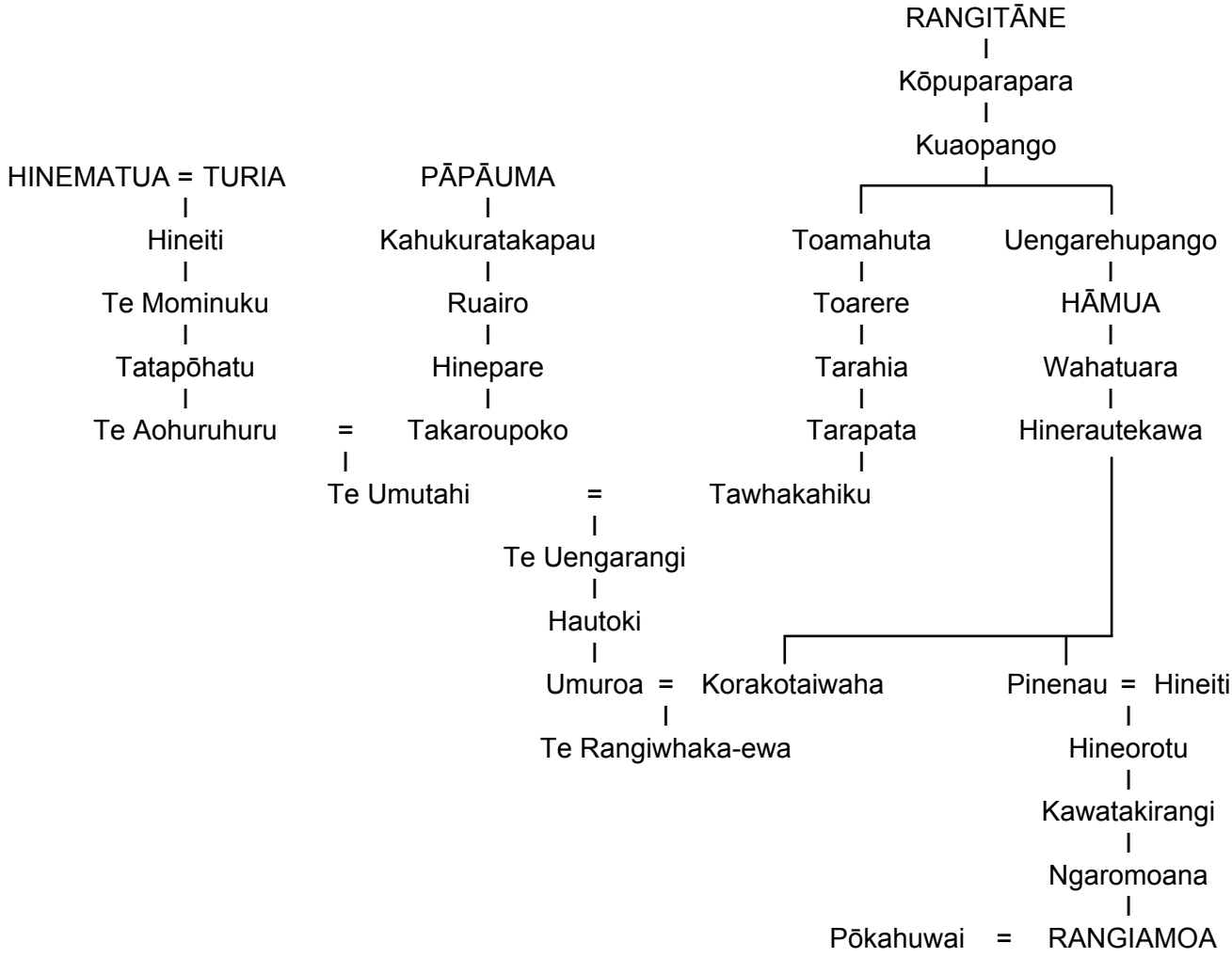
Te Hika o Pāpāuma

1.31 There are also a number of Wairarapa hapū that trace their descent from other Rangitāne ancestors, in particular Turia and Hinematua.

1.32 In coastal areas, Rangitāne's descendants encountered other groups descending from Kupe. Prominent among these were the ancestors of the hapū now known as Te Hika o Pāpāuma, associated mainly with the area from Akitio to Rangiwhakaoma (Castle Point). The ancestors of Te Hika o Pāpāuma and Ngāti Hāmua groups intermarried extensively. The two hapū groupings often shared resources at Puketoi and on the coast.

Whakapapa 6. Hinematua, Papauma and Rangiamoa

[see Whakapapa 1 above]



1.33 Rangiamoa made a tuku whenua at Mataikona to another iwi because of its close whakapapa ties to Rangitāne. This tuku whenua was followed immediately by intermarriage between the migrants and the local Rangitāne people who remained in residence following the tuku. The descendants of this union adopted the hapū name of Te Hika o Pāpāuma at this time (that is, within two generations of the tuku by Te Rangiamoa), reflecting that Pāpāuma was their common ancestor.

1.34 Rangitāne fought, intermarried and engaged in a number of gift exchanges over land with other related iwi who migrated into the region over centuries, typically because of their whakapapa relationships with Rangitāne. Rāngitane narratives say that these other groups acquired a range of interests in Tamaki nui-ā-Rua and Wairarapa. Rangitāne narratives are also clear that Rangitāne retained its distinct presence and enhanced its rangatiratanga in this area following these events.

Engari, e tama, nō mua tāua i tau ai ki tēnei whenua … nā tāua i hoatu ki Pōuri, tipuna o Karauria nei, nā tō tipuna, nā Te Whakamana.

> However, my son, we are from an earlier era of settlement on this land … we gave it to Pōuri, the ancestor of Karauria here, [that is] it was your ancestor, Te Whakamana.
>
> (Paratene Te Okawhare cited in McEwen, 1986:183)
>
> …
>
> *E tika tonu ana ngā rohe me taua tuku o Te Angatu ki a Mahanga, engari i mau tonu te nuinga o ngā whenua i roto i taua rohe ki a Rangitāne. Heoi ngā wāhi i riro ki a Mahanga, ko ngā wāhi i nohoia e āna uri.*
> The boundaries and the tuku by Te Angatu to Mahanga are correct, but the majority of the land within that district was retained by Rangitāne. The areas that were attained by Mahanga were those that were occupied by his descendants.
>
> (He Wakataunga mo Ngawakaakupe me era atu poraka, 1891:51).

1.35 The Rangitāne tikanga of tuku whenua was one that was widely practised during pre-contact times, but is also one that remains part and parcel of the Rangitāne tikanga today. It can be seen in the Rangitāne interactions with other iwi and with the Crown (including through these settlement negotiations). According to Rangitāne tikanga and traditions, Rangitāne consider that Rangitāne rights and interests in the coastal area remain to this day.

1.36 'Aho rua' groups, or hapū with dual descent lines from Rangitāne and other iwi, became a feature of the south Wairarapa region particularly. Rangitāne say they maintained a stronger presence in northern Wairarapa and in Tamaki nui-ā-Rua, particularly in the Seventy Mile Bush.

1.37 During the incursions into the region by outside iwi during the 1820s and 1830s, some Rangitāne people in Wairarapa and Tamaki nui-ā-Rua remained in occupation and fought a guerrilla campaign against the invaders. According to Rangitāne traditions, those that remained were protected by a ringa kaha (defensive network) established by Rangitāne hapū from Rakautatahi near Takapau, to Te Ahu a Tūranga near the Manawatū Gorge. Others took refuge with their kin in Manawatū, while many groups in Wairarapa and coastal regions retreated to Nukutaurua (Māhia Peninsula, Hawke's Bay). After Wairarapa leaders negotiated the peaceful return of Wairarapa to Wairarapa iwi in early 1840 at Pito-one (Petone), Rangitāne hapū re-established communities in Wairarapa and Tamaki nui-ā-Rua. Rangitāne traditions say that Rangitāne people returned home to their own people who had remained in the Wairarapa and Tamaki nui-ā-Rua takiwā and protected their lands from outside iwi, maintaining their unbroken ahi kaa.

Other Hapū Affiliated with Rangitāne

1.38 The hapū listed below have limited contemporary presence in Wairarapa and Tamaki nui-ā-Rua and are thus considered by Rangitāne to be historical hapū with affiliations to hapū of Rangitāne and other iwi.

1.39 The following hapū are affiliated with Te Hika o Pāpāuma (that is, they are 'sub-hapū' of Te Hika o Pāpāuma) by virtue of their descent from either Te Matau (that is, from his children and their Rangitāne spouses) or Hinepare:

1.39.1 Ngāti Pohoi;

1.39.2 Ngāti Punarewa;

1.39.3 Ngāti Te Rautangata;

1.39.4 Ngāti Kakawa;

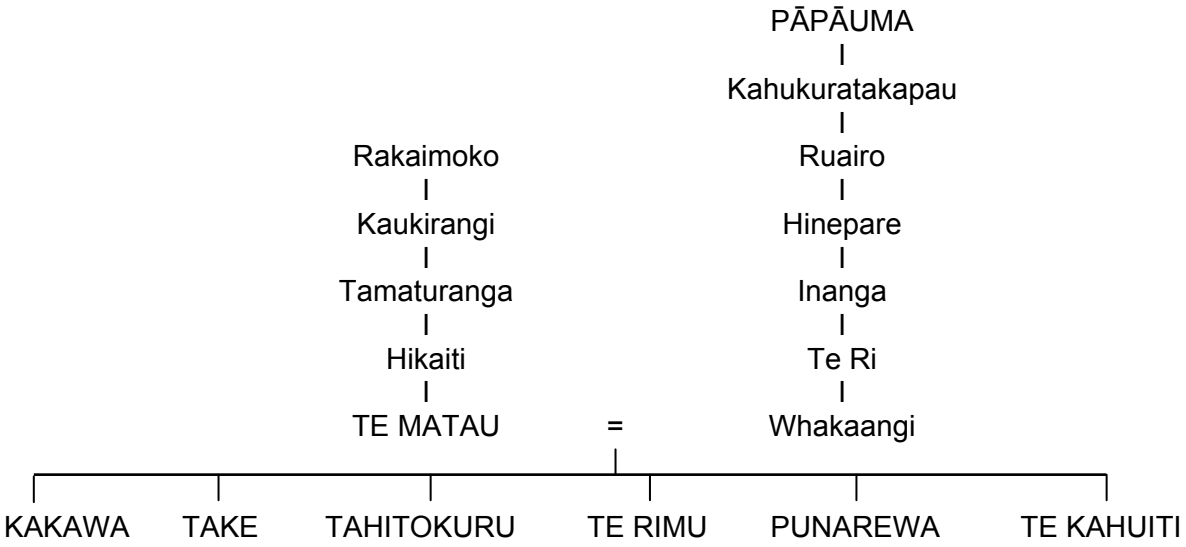
1.39.5 Ngāti Tahitokuru;

1.39.6 Ngāti Turanga;

1.39.7 Ngāti Pakuia; and

1.39.8 Ngāti Hinepare.

Whakapapa 7. Te Matau



The following small hapū were located in the Gladstone region, following the Ngāi Tahu migration from Takapau during the lifetimes of Matangiuru and Te Hina, and are thus considered by Rangitāne to be affiliated with Ngāi Tahu (that is, they are 'sub-hapū' of Ngāi Tahu):

1.39.9 Ngāti Kaiparuparu;

1.39.10 Ngāti Rangitataia;

1.39.11 Ngāti Kaumoana;

1.39.12 Ngāti Kirikohatu; and

1.39.13 Ngāti Hikarahui.

1.40 The following small hapū were descended from or associated with the famous Rangitāne tohunga Te Raekaumoana. They were located around Hurunuiorangi and Te Whiti, near Gladstone, and are considered by Rangitāne to be affiliated with Ngāti Rongomaipare (that is, they are 'sub-hapū' of Ngāti Rongomaipare). Rongomaipare was the child of Te Raekaumoana's sister, Manawa:

1.40.1 Ngāti Te Atawhā;

1.40.2 Ngāi Tāneroroa;

1.40.3 Ngāi Tutawake; and

1.40.4 Ngāti Waipuhoro.

1.41 Ngāti Te Aomataura is considered by Rangitāne to be affiliated with Ngāti Hāmua (that is, they are a 'sub-hapū' of Ngāti Hāmua).

1.42 Ngāti Māhu was closely associated with the Rangitāne hapū of Ngāti Meroiti (descended from Ngāti Hāmua and Te Hika o Pāpāuma) who were located on the Wairarapa Coast.

THE RANGITĀNE JOURNEY TO SETTLEMENT

Historic Claims

1.43 On 9 October 1990, the first claim filed with the Waitangi Tribunal for Rangitāne o Tamaki nui-ā-Rua was registered and on 19 April 1993, the Amended Statement of Claim was filed. This claim was given the number Wai 166 and became the overarching Rangitāne o Tamaki nui-ā-Rua claim. The Statement of Claim included the signatures of nine claimants and alleged, among other things, breaches of the Treaty of Waitangi with respect to the Manawatū blocks, the Tautāne block and the Mangatoro block.

1.44 Just under a month later on 8 November 1990, the Waitangi Tribunal received a claim on behalf of Rangitāne o Wairarapa. This claim was given the number Wai 175 and became the overarching Rangitāne o Wairarapa claim. The First Amended Statement of Claim was registered on 11 July 1997, and was followed by a Second Amended Statement of Claim on 27 August 1998. The Statement of Claim was signed by 13 claimants and alleged the Crown breached the Treaty of Waitangi with respect to land covering the area from the Hutt Valley River to the Mangahao River, across to Akitio, down to Cape Palliser to Orongorongo (Barring Heads) returning back to the Hutt Valley River.

1.45 The final Amended Statements of Claim for both Rangitāne o Tamaki nui-ā-Rua and Rangitāne o Wairarapa were filed with the Waitangi Tribunal in 2003.

1.46 Several claims were progressed as a cluster during the Tribunal hearings under the umbrella of Rangitāne o Tamaki nui-ā-Rua.

The Waitangi Tribunal Inquiry

1.47 The Waitangi Tribunal Inquiry into Wairarapa ki Tararua took place between March 2004 and March 2005, where the Tribunal heard evidence and submissions on a total of 28

claims, including those of both Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua, as well as a number of whānau and single issue claims on behalf of Rangitāne.

1.48 Among other matters, Rangitāne claimed that:

1.48.1 tribal identity and tangata whenua status underpin the very essence of Māori identity and are taonga to be protected under article 2 of the Treaty;

1.48.2 the Crown's duty of active protection extends to the protection of Māori language, culture, and knowledge, and therefore the Crown has a duty to actively protect the tribal identity and tangata whenua status of iwi; and

1.48.3 for the reasons of bureaucratic convenience, the Crown actively subsumed the identity of Rangitāne under the general banner of another iwi identity in the region and thus failed to protect the identity of Rangitāne in Wairarapa ki Tararua.

1.49 The Wairarapa ki Tararua Report was released in 2010. In the Letter to the Minister at the beginning of the Report, the Presiding Officer, Judge Wainwright, noted a few key points that struck a chord with the Tribunal members, including:

1.49.1 the historically complex and difficult relationship between Rangitāne and another iwi identity in the region;

1.49.2 the severe loss of Te Reo Māori in the district;

1.49.3 the vulnerability of the many important heritage sites;

1.49.4 the importance of recognising Māori rights in and around Wairarapa Moana;

1.49.5 the rapid pace at which the Crown purchased significant tracts of Māori land, leaving the claimants virtually landless; and

1.49.6 the ongoing struggles the claimants have in terms of being able to meaningfully engage and have any influence on what goes on in their district.

1.50 Despite the losses suffered by the claimants in the Wairarapa ki Tararua Inquiry district, the Tribunal also made special mention of how the traditions of manaakitanga have remained strong.

1.51 The Tribunal accepted evidence of Tipene Chrisp and others that Rangitāne exists, and has always existed, as an iwi of Wairarapa ki Tararua with its own unique whakapapa and identity.

1.52 The Tribunal also accepted that Rangitāne's own tribal identity and tangata whenua status were not widely recognised or understood outside well-informed Māori circles for about 100 years from the late nineteenth century until the 1990s.

1.53 The Tribunal also thought that the work of Chrisp and Dr Angela Ballara established that, up until the end of the nineteenth century, certain hapū in Wairarapa ki Tararua identified primarily or exclusively with Rangitāne. Typically, chiefs would not use the term 'Rangitāne' to identify themselves but would give their hapū name instead. Ngāti Hāmua was the principal Rangitāne hapū, and that identification was often used. The name 'Rangitāne' is not seen in Crown records like purchase deeds and censuses.

1.54 In discussing descent and occupation, the Tribunal noted that:

1.54.1 for Rangitāne hapū, Te Rangiwhaka-ewa, from Ngāti Hāmua, was recognised as the principal tupuna in the Tamaki nui-ā-Rua area, especially for hapū from the Manawatū Gorge up the eastern side of the Ruahine Range to the area around Takapau;

1.54.2 Te Rangiwhaka-ewa descended from Hāmua, Rangitāne, and Whātonga through a number of ancestral lines and also traced descent to Tara and to Kupe;

1.54.3 Ngāti Rangiwhaka-ewa hapū in Tamaki nui-ā-Rua were all descended from Te Rangi-whaka-ewa's son Parikōau;

1.54.4 hapū of Ngāti Rangiwhaka-ewa lived or had resource rights in the Seventy Mile Bush area;

1.54.5 the area in question included the Manawatū Gorge, extending north from the gorge to the area around Takapau and east into the Tautāne block;

1.54.6 , … rights to most of the land in the Tamaki nui-ā-Rua area north of the Manawatū Gorge and west of the Tautāne block were claimed through Rangitāne;

1.54.7 the Rangitāne hapū Te Kapuārangi also lived and had resource rights in the Tamaki nui-ā-Rua area between Te Hāwera (Hāmua township) and Paneatua;

1.54.8 Te Rangiwhaka-ewa's son Tamahau was the ancestor of the Ngāti Hāmua people of Wairarapa, specifically those in central and southern Wairarapa; and

1.54.9 Ngāti Hāmua had its strongest presence south of the Manawatū Gorge from Te Hāwera south to the Te Oreore area near present-day Masterton.

NEGOTIATIONS

1.55 In 2010, following a series of consultations and meetings amongst claimant groups, Rangitāne chose to establish a new, single purpose entity to hold the mandate on behalf of Rangitāne.

1.56 Rangitāne o Wairarapa Incorporated and Rangitāne o Tamaki nui-ā-Rua Incorporated, who collectively represent both iwi on iwi matters, agreed to the establishment of the Trust for the specific purpose of negotiating the settlement of Rangitāne historical claims.

1.57 Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua gave the trustees of the Rangitāne Settlement Negotiations Trust a mandate to negotiate a deed of settlement with the Crown by mandate hui in January and February 2011.

1.58 The Trust's Deed of Mandate was recognised by the Crown on 11 October 2011.

1.59 Principally, in order to reach a final settlement quicker and to minimise overlapping claim issues the Trust with the support of Rangitāne o Wairarapa Incorporated, Rangitāne o Tamaki nui-ā-Rua Incorporated and the iwi leadership, agreed to adopt a streamlined approach to their comprehensive settlement. This meant that the Trust agreed to negotiate a fewer number of cultural and commercial redress properties as part of this settlement, than would have been available if a standard approach was adopted. Rangitāne state that this decision made by Rangitāne is in no way reflective of the nature and extent of customary interests claimed by Rangitāne in the Wairarapa and Tamaki nui-ā-Rua regions.

1.60 Throughout the negotiations Rangitāne engaged with a number of whānau, hapū, iwi members and leaders on a range of issues and the Trust wishes to acknowledge that support, including from those individuals who provided evidence to help explain the nature and extent of customary interests claimed by Rangitāne, for the purposes of settlement negotiations.

1.61 The mandated body and the Crown:

1.61.1 by Terms of Negotiation dated 29 August 2012, agreed the scope, objectives and general procedures for the negotiations; and

1.61.2 by agreement dated 28 March 2014, agreed, in principle, that Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua and the Crown were willing to enter into a deed of settlement on the basis set out in the agreement; and

1.61.3 since the agreement in principle have:

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

(b) negotiated and initialled a deed of settlement.

RATIFICATION AND APPROVALS

1.62 Rangitāne, between 8 November 2013 and 6 December 2013, ratified by a majority of 97.8 percent, the governance entity receiving the redress and on 13 December 2013, the Crown recognised that the ratification results of the governance entity demonstrated sufficient support from Rangitāne for the governance entity.

1.63 The governance entity was established, including for the purpose of entering into and receiving redress under this deed of settlement, by deed of trust dated 28 March 2014.

1.64 Rangitāne have, since the initialling of the deed of settlement, by a majority of [percentage] percent, ratified this deed and approved its signing on their behalf by the mandated negotiators and the governance entity.

1.65 Each majority referred to in clause 1.62 and 1.64 is of valid votes cast in a ballot by eligible members of Rangitāne.

1.66 The governance entity approved entering into, and complying with, this deed by [resolution of trustees] on [date].

1.67 The Crown is satisfied:

1.67.1 with the ratification and approvals of the governance entity referred to in clause 1.62 and clause 1.64; and

1.67.2 with the establishment and purpose of the governance entity referred to in clause 1.63; and

1.67.3 with the governance entity being appropriate to receive the redress.

AGREEMENT

1.68 Therefore, the parties:

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

1.68.2 agree and acknowledge as provided in this deed.

HE WAIATA

1.69 The following waiata is an adaptation of the oriori mō Whakaewa-i-te-rangi:

Uiui noa au e hine mā, e tama mā	I asked the young women and the young men
Ko wai te ingoa o tō iwi	What is the name of your iwi
I kawea ai e ō mātua ki te marae tū ai.	Carried by your parents to the marae
Māku e tapa atu i te ingoa o tō tipuna	I declare the name of your ancestor
Ko Rangitāne-nui-a-rangi, e hine!	Rangitāne-nui-a-rangi, my daughter.
Noho mai e tama i roto i te whare o Hāmua	Stay, my son, in the house of Hāmua
Ko Te Rangiwhaka-ewa hei tekoteko ē.	Where Te Rangiwhaka-ewa is the tekoteko.
Nekeneke e hine ki te aroaro o ō tīpuna,	Move, daughter, stand before your ancestors,
Ko Hinematua, ko Pāpāuma, ko Te Rangiamoa ē.	Hinematua, Pāpāuma and Te Rangiamoa.
Whakarongo ake ai e tama ki te mātauranga A ngā hākui nei	Listen, son, to the wisdom of these matrons
Kia mau ki tō tipuna	Hold fast to your ancestor
Kia tū mai rā, ko Rangitāne ē!	Stand forth as Rangitāne.

2 HISTORICAL ACCOUNT

2.1 The Crown's acknowledgement and apology to Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua in part 3 are based on this historical account.

Rangitāne o Wairarapa, Rangitāne o Tamaki nui-ā-Rua

2.2 Rangitāne trace their descent from the explorers Kupe and Whātonga. Whātonga was a rangatira (chief) of the Kurahaupō waka and the grandfather of the eponymous ancestor Rangitāne. The traditional area of interest of Rangitāne spans the regions of both Wairarapa and Tamaki nui-ā-Rua.

2.3 Tamaki nui-ā-Rua comprises the old Seventy Mile Bush and the eastern or coastal area from Cape Turnagain to Mataikona (Castlepoint). The Wairarapa region comprises the area east of the Tararua Ranges and south of Tamaki nui-ā-Rua, to the southern coast at Palliser Bay and Cape Palliser. Together these regions comprise approximately 2.5 million acres.

'NGĀ PĀKEHĀ RĪHI WHENUA ME TE KĀWANA': THE LEASEHOLD ECONOMY AND CROWN PURCHASING PRE-1865

2.4 In the early to mid-1840s, Wairarapa Māori experienced the Crown's authority mostly sporadically and indirectly. In May 1845, a group of Wairarapa Māori appeared in the Hutt Valley in support of other Māori groups who were in dispute with the Crown over land issues. Governor Grey's 1846 declaration of martial law in response to these Hutt Valley tensions applied south of a line between Wainui and Castlepoint. The reverberations of this conflict were felt in Wairarapa. When Māori groups in conflict with the Crown appeared in Wairarapa they were opposed by Wairarapa Māori, while some settlers were said to have taken refuge in Māori communities.

The early leasehold economy

2.5 Wairarapa Māori welcomed Pākehā settlers to the region from the mid-1840s, leasing them large 'runs' to graze stock in return for annual rentals. Important relationships developed between Pākehā runholders and rangatira including Te Korou at Kaikōkirikiri (Masterton) and Te Pōtangaroa at Mataikona (north of Castlepoint).

2.6 The Crown opposed this emerging leasehold economy, insisting on its pre-emptive right of purchase under the Treaty. It intended to purchase Māori land at low prices, for on-sale to settlers at a profit, with proceeds from sale ('the Land Fund') being used to help pay for government administration, economic infrastructure, and immigration. It is not clear that Wairarapa Māori understood Crown pre-emption as disallowing all direct Māori-settler land transactions, such as leases.

2.7 The Native Land Purchase Ordinance 1846 reaffirmed the Crown's view of pre-emption. The Ordinance stipulated that all direct land dealings between Māori and settler were illegal, including leases, except where a license from the Government was obtained. The Ordinance authorised the prosecution of settlers who contravened its provisions. Notwithstanding this, the number of lease arrangements in the Wairarapa continued to grow through the second half of the 1840s.

2.8 In 1847, Governor Grey wrote to Wairarapa rangatira stating that the Crown wished them to sell their land, promising 'ample reserves' if they did so. Grey warned that if they did not sell the Crown would intervene to end leasing and cause the Pākehā leaseholders to leave the Wairarapa district.

2.9 With the Crown's support, the New Zealand Company made several purchase attempts in the period 1847 to 1849. Purchase agents recorded how they maintained 'constant pressure' on chiefs to induce them to sell, including emphasising the benefits of organised settlement and the government's power to remove the squatters and deprive Māori of their rents. Government gazettes issued in October 1847 and October 1848 formally reiterated the threat of prosecution of settlers – the latter with specific reference to the Wairarapa purchase negotiations.

2.10 Wairarapa Māori were divided on whether to sell. Some sought to retain their lands and maintain the leasehold arrangements while others were prepared to sell. In November 1848, a New Zealand Company official noted that at a meeting at Otaraia the view was expressed strongly that 'they had held the land; and would do so still. It had belonged to their forefathers, and was theirs now: the land was in fact their great parent, to surrender whom would be death to themselves and their children … [they said] the white man could occupy land as the squatters were now doing, without buying it'. In 1849, Rangitāne at Kaikōkirikiri (Masterton area) protested against the Government's clampdown on leasing. These 1840s purchase attempts were ultimately unsuccessful.

2.11 In the early 1850s, the Crown's land purchase agent in Wairarapa and Tamaki nui-ā-Rua, Donald McLean took steps to prevent the spread of leasing by threatening the use of the Ordinance in a few instances where Pākehā were in the process of taking up new runs. He directed a recent arrival in the Castlepoint area to abandon the land and may have encouraged rents to be withheld from Māori in another case.

2.12 Generally, however, the Crown did not intend to move existing runholders off their leased land, but instead sought their support for Crown purchase plans. The Crown assured settlers that they would be able to obtain secure possession of their runs once the Crown had purchased the land from Māori. At the same time Wairarapa Māori were told that they must sell as the leasehold system was coming to an end. In doing so the Crown limited Māori ability to choose the terms of their own economic development. Governor Grey at one time considered the formal regulation of leasing but eventually decided, in part based on instructions from England, to pursue a Crown purchase policy of acquiring large areas at low prices and reserving areas for Māori.

2.13 Many Wairarapa Māori leaders, however, wished to retain the leasehold system as it enabled them to earn a regular income from rentals and trade and still remain owners of the land. By the early 1850s, Wairarapa Māori were receiving approximately £1,200 in total rentals per annum for an area estimated at between 300,000 and 400,000 acres. The Crown's purchase agent estimated that Māori trade with the settlers 'must be very considerable, if not quite equal to the rents they are receiving'. Rangitāne had also made lease commitments to settlers that they felt honour-bound to uphold.

2.14 In 1851, McLean rode through Wairarapa with satchels full of Crown sovereigns, on his way to negotiate purchases in Hawke's Bay province. He met with Wairarapa leaders and it was later said that he showed the coins to those interested. Crown representatives, including McLean, considered that by purchasing in Hawke's Bay the

Government might encourage Wairarapa runholders to move there, leaving the Wairarapa squatter-free and Māori more inclined to sell.

2.15 McLean also used the Hawke's Bay purchases, especially Waipukurau, to cultivate relationships with a leading rangatira of another iwi who he hoped would assist the Crown's efforts to purchase Wairarapa land. McLean proposed to this rangatira that Wairarapa chiefs, including Te Pōtangaroa, should receive some of the purchase price for the Waipukurau block. The rangatira agreed, paying them £100, 'in satisfaction of all their claims to this block', McLean recorded. He wrote further that this 'pleased the two chiefs very much, and I have no doubt that it will have a favourable effect in reference to the sale of their land. They are both sensible men.' Neither of the Wairarapa chiefs signed the Waipukurau sale deed.

Castlepoint and the komiti nui

2.16 In 1852, Te Pōtangaroa and others corresponded with the Crown about sales of Castlepoint and other Wairarapa land. In March 1853, Govenor Grey discussed a Castlepoint or Whakataki purchase with Wairarapa Māori while travelling through the Wairarapa.

2.17 In June 1853, McLean concluded the Castlepoint purchase with Wairarapa and Tamaki nui-ā-Rua rangatira during a large public hui. Three-hundred people signed the deed, including a significant number of woman and some children. Before the hui, a sketch plan of the block was prepared and boundaries were described. The Crown paid £2,500 for a block estimated at the time to be 275,000 acres but later found to be closer to 485,000 acres.

2.18 The Crown and rangatira agreed to reserve a number of areas for Māori in the Castlepoint block. The reserves, 10 in number, ranged from 5 acres to over 17,500 acres in size, covering a total area of approximately 28,000 acres, or approximately 10 percent of the estimated purchase area. The extent of reserves made in Castlepoint was large in comparison with reserves agreed in later purchases.

2.19 In August 1853, Governor Grey and Donald McLean convened a large assembly or 'komiti nui' of Wairarapa rangatira, at Tūranganui in southern Wairarapa, in a further effort to persuade Wairarapa Māori to sell their lands to the Crown. Evidence suggests that Grey personally emphasised the benefits flowing from sale to the Crown, including Pākehā settlement and trade, and repeated his longstanding promise of ample reserves for Māori, these associated benefits being 'the real payment' for land sales. Grey's status probably meant that Rangitāne and other Wairarapa Māori had very high levels of faith in Grey's promises and expected the Crown to act honourably to meet these commitments. Clauses in a number of purchase deeds of southern Wairarapa land immediately following the komiti nui made financial provision for schools, medical services, annuities for chiefs, and other kinds of ongoing benefits. These 'five percent' or 'koha' clauses were most likely held out by Grey at the komiti nui as additional inducements to sell land.

2.20 Grey reported following the meeting that the Wairarapa rangatira 'eventually' consented, indicating the persuasion required to obtain their agreement to Crown purchase.

2.21 Within six months of the komiti nui, McLean and other Crown agents acquired a further 1 million acres through around 40 individual purchases. Together with Castlepoint, the Crown's purchases comprised an estimated three-fifths of Wairarapa and Tamaki nui-ā-Rua, approximately 1,500,000 acres, acquired within the space of 8 months.

2.22 While some rangatira were willing to negotiate with McLean, Ngātuere was reported to be fighting hard to persuade others not to sell their land and McLean noted that it was only 'after a very obstinate persistence on the part of Ngātuere and his followers' that he 'at last succeeded in getting a very fair block of land'.

2.23 The Crown paid a total of £23,500 for these purchases. This may have been equivalent to about 10-15 years income from leases and trade under the leasehold economy. Rangitāne had been reluctant to sell because of these benefits.

Crown purchase process

2.24 In the 1853-54 purchases following the komiti nui, the Crown negotiated purchases quickly and often relied on descriptions of boundaries and sketch plans without the boundaries of the block having been walked and marked out. In some cases, the Crown began surveying the new Wairarapa towns for Pākehā settlement before any surveying of the surrounding purchases from Māori. Only in 1871 did the Wellington Chief Surveyor compile all the 1853-54 Crown purchases in map form. At the time the purchases were conducted, the lack of surveys or clear visual representations of the blocks sold made it difficult for Rangitāne and other Wairarapa Māori to grasp easily the total picture of lands sold and retained.

2.25 Following the Castlepoint purchase and the komiti nui, the Crown generally conducted purchases with smaller groups of vendors. A number of rangatira appeared in multiple deeds. The Crown in some instances appears to have granted reserves to individual rangatira to secure their agreement to Crown purchase. A number of 'deed receipts' were signed alongside or instead of actual purchase deeds. In the case of the Manawatū block purchase in 1853, McLean first paid a number of people, including Rangitāne chief Wī Waaka, under a receipt in October 1853, and then entered into a purchase deed a couple of months later with a largely different group of people. As part of this second transaction in December 1853, Wī Waaka managed to secure a 1,000 acre reserve.

2.26 In January 1854, at Wellington, the Crown negotiated a purchase deed for the Tautāne block of approximately 92,000 acres, located north of Castlepoint and south of Porangahau. Thirty-two Māori signed the deed. A number of owners were not present at the negotiations, including the rangatira Hēnare Matua from the Tautāne area. On learning of the transaction, Matua and some resident owners opposed it vigorously. The rangatira Te Rōpiha threatened to 'cut off the noses' of the selling chiefs.

2.27 Hēnare Matua and other non-sellers came under pressure to accept the purchase as the Crown viewed the initial purchase deed as binding, despite the deed negotiations not including rights holders such as Matua. In March 1858, four years after the first Tautāne transaction, the Crown secured the signature of Matua and 89 others to a second deed of sale for the block. The deed provided for two reserves comprising a total of 1,050 acres. In 1867 Hēnare Matua and Hoera Rautu received a Crown grant for these reserves.

2.28 On 22 April 1858, the Crown paid £100 to Rangitāne chiefs for the Ngaawapurua block estimated at 100,000 acres, located approximately east and south of the Manawatū Gorge, in the southern part of Seventy Mile Bush. Te Hirawanu Kaimokopuna, a Rangitāne rangatira prominent on both the eastern and western sides of the Manawatū Gorge, and other Rangitāne people resident at Pahiatua, opposed the sale of the Ngaawapurua land. Te Hirawanu protested that a leading western Rangitāne chief had sold Ngaawapurua despite the opposition of residents. Te Hirawanu did not object to sale at a future point and expressed interest in selling his interests in land west of the Ruahine ranges (or west of the Manawatū Gorge), land that was later included in the 1864 Te Ahuaturanga purchase.

2.29 In 1858 the Crown made a further payment of £25 towards purchase of the Ngaawapurua block, but acknowledged that, because of the numerous claims to the block, it would take some time to finalise the purchase. Negotiations for the Ngaawapurua area did not resume until the late 1860s, when the Crown renewed efforts to purchase the Seventy Mile Bush.

2.30 In October 1859, at Mataikona (Castlepoint), Donald McLean arranged a deed of sale for the Makuri block after what he described as a large meeting. The Makuri land sat on the opposite side of the Puketoi range, and some 30 kilometres, from the signing location at Mataikona.

2.31 Leading rangatira of coastal Wairarapa and Tamaki nui-ā-Rua signed the October 1859 deed at Mataikona, including Te Pōtangaroa, Hēnare Matua and Hoera Rautu. Te Hirawanu Kaimokopuna was apparently not present and did not sign. The map on the sale deed had Te Hirawanu's name shown to the west of the Makuri block.

2.32 In 1871, the Crown included the Makuri block nominally in its wider purchase of the Tamaki blocks, renaming the Makuri block Puketoi numbers 4 and 5. In 1874, the Crown made a final payment to settle an old claim to Puketoi numbers 4 and 5. Apart from this payment, it did not pay any further sums for the Makuri area.

2.33 Rangitāne complained on various occasions about the purchase prices they were paid for their lands by the Crown. One official commented in 1861 that Wairarapa Māori considered 'they must take the price offered by Government or they cannot sell'. In 1870, it was complained that in the early Crown purchases Mr McLean 'invariably fixed the price for each block and not the sellers'. Rangitāne were also aware that their lands were on-sold by the Crown at a significant 'mark-up'. The Crown used the profits from on-sale (the Land Fund) to finance infrastructure and settlement. In 1853, Donald McLean commented that he had acquired a block from Wairarapa Māori 'at a wonderfully cheap rate'. McLean paid £100, and then expected to sell the land to the existing Pākehā runholder at the standard rate of 10 shillings per acre, leaving the Crown with a £300 profit.

The koha or five percents

2.34 The Crown agreed to 'koha' or five percent clauses in a number of purchase deeds it negotiated with Rangitāne rangatira between August 1853 and January 1854. The first Wairarapa deed to contain a five percent clause (for Turakirae, or the west side of Lake Wairarapa) provided that the Crown was to collect five percent of the proceeds from on-selling the land, which it would then 'pay' to the Māori vendors 'for the forming of schools

to teach our children, for construction of flour mills for us, for the construction of Hospitals and for Medical attendance for us, and also for certain annuities to be paid to us for certain of our Chiefs…'.

2.35 The Turakirae deed stipulated further that all expenditure on schools, hospitals, and mills was to be discussed by Māori and Crown representatives in committee, while the Governor alone was to determine payments to individual chiefs. The Māori text of the koha clause in some deeds simply provided that the koha of the block would be paid to or arranged for the Māori vendors.

2.36 The Crown did not set up a committee to consult Māori about expenditure or to jointly manage the fund with them. Crown officials faced difficulties administering the fund. One official noted, for example, that payments were often made without being tagged to a particular block. The fund diminished over time as sales slowed and fund monies were paid out.

2.37 In 1870, 1873, and 1881, the Crown conducted public hui as a means to make distributions of the accumulated funds. Māori sometimes requested full accounts detailing the land sold, monies received by the Crown, and sums advanced from the fund. Some accounts were eventually provided but may not have satisfied the beneficiaries' requests. Specific infrastructure projects including a school at Pāpāwai and the operation of Crown-provided mills did not yield great benefit for Wairarapa Māori.

2.38 At various times, Rangitāne questioned the extent or lack of benefits received from the koha fund. Following the February 1881 distribution hui, Erihapeti Whakamairū (the sister of Rangitāne leader Karaitiana Te Korou) wrote to Native Minister Rolleston about the five percents on her lands at Mākōura (near Masterton). She complained about unsatisfactory services provided by the Government's medical doctor and spoke of 'discontent' due to the promised schools, churches, hospitals and flour mills not being established.

2.39 Other evidence suggests some Rangitāne understood the koha fund as perpetual. In 1886, Rangitāne rangatira Wī Waaka Kahukura and others wrote from Te Oreore (Masterton) inquiring why koha on their land had only been paid twice even though Donald McLean had said that koha 'will be continually paid to you for ever and ever'. Rangitāne leaders, Huru Te Hiaro, Nireaha Tamaki and Marakaia Tawaroa, also wrote in 1886 requesting further koha payments.

2.40 However after 1881 the fund received minimal amounts from Crown land sales. By 1899, the approximately £250 remaining in the koha fund was paid out.

Reserves from pre-1865 Crown purchases

Adequacy of pre-1865 reserves

2.41 Following the 1853 komiti nui, it is probable that Rangitāne expected 'ample reserves' to be set aside out of the Crown's early purchases. Providing sufficient reserves for the present and future needs of Māori was an important part of the Crown's policy, shaped by Governor Grey, to purchase large areas of Māori land at nominal prices. Crown representatives realised that if Māori land was to subsidise the Crown's Land Fund and

organised Pākehā settlement, it was reasonable for Māori to obtain 'advantages fully equal' to those they had lost in relinquishing ownership of large areas of land.

2.42 Approximately 100 reserves were associated with pre-1865 Crown purchases. These reserves comprised approximately 62,500 acres, being about 4 percent of the total pre-1865 Crown purchases of 1,500,000 acres. McLean sought to limit the extent of reserves. In his 1853 instructions to a surveyor, McLean stated that he believed local Māori would demand 'extravagant reserves at Ōpaki, Mākoura, Kō[h]angawareware and other plains within the valley', near Masterton. He instructed that it was 'necessary to confer with me before acceding to any beyond what you may consider essential for their welfare'.

2.43 Rangitāne do not consider that these reserve arrangements adequately reflected the promise of 'ample reserves' especially as the Crown pursued an ongoing policy of actively seeking to purchase remaining Rangitāne lands after 1865. In 1870, the total estimated Wairarapa Māori population was 850 men, women and children, while the estimated Tamaki nui-ā-Rua population was several hundred. Regardless of the population size at this period, Rangitāne consider that reserves comprising only 4 percent of the overall pre-1865 Crown purchases were unlikely to be sufficient for the present and future needs of Rangitāne communities.

Delays in Surveying and Crown grants of reserves

2.44 Of the approximately 100 reserves associated with the Crown's pre-1865 purchases, of which about 90 were referred to directly in deeds of purchase, the Crown purchased approximately 14 reserves before they had been surveyed and granted. Most of these purchases were made within a few years of the original Crown purchase. By 1855, for example, McLean had purchased four of the Castlepoint reserves, Porotāwhao, Puketewai, Taurangawaiō (near Akitio) and Whakataki (with the last including a right of repurchase).

2.45 By 1858, disputes had arisen over boundaries of purchase blocks and reserves which had not been surveyed on the ground at purchase. A thorough surveying process for the early purchases of 1853-54 only began in 1859.

2.46 In 1860, during the Kohimarama conference in Auckland, the prominent rangatira Ngātuere wrote to the Governor requesting that McLean settle grievances over reserves. Leading Rangitāne rangatira, Karaitiana Te Korou and Wīremu Waaka, also wrote to the Governor and complained that Crown Grants had not been issued for their reserves. Additionally, in many instances the Crown did not prioritise the survey of areas reserved in purchase deeds. This had resulted in the Crown selling some areas to settlers before they were created or defined on the ground for Māori.

2.47 The complaints of Te Korou and Wī Waaka reflect an expectation on the part of many leading Wairarapa chiefs that reserves would be formalised or protected by survey and Crown Grant. It is probable that this expectation was based on discussions had with Grey and McLean during the komiti nui and purchase negotiations. A number of rangatira negotiated individual reserves that were recorded in purchase deeds. In fact, out of a total of approximately 100 reserves from pre-1865 Crown purchases, the Crown made about 24 grants under the Crown Grants Act 1862, mostly to individual rangatira.

Most of these grants were not made until 1863 and 1864, some 10 years after the original Crown purchase in many cases.

2.48 Other evidence suggests a more widespread concern among Wairarapa Māori about obtaining Crown granted titles to portions of land they had previously sold. In at least 17 instances, Wairarapa Māori individuals purchased back portions of the wider Crown purchase block. In these cases, Māori usually purchased back the land at the going rate for purchase of Crown land, a price many times greater than the Crown had paid them for the wider block (a difference that reflected the Crown's Land Fund policy). Many of these 17 sections had been sold on the open market to Pākehā settlers by 1900.

2.49 In 1855, the Crown purchased the Whakataki reserve, one of 10 reserves provided for in the Castlepoint purchase. The 1855 purchase deed included an express clause allowing Māori to repurchase the land within a two year period. The deed recorded that the sale and right of re-purchase was intended, 'kia whakamutua nga ritenga maori mo runga i taua whenua', translated as, 'to put an end to our native customs relative to that piece of land'. In about 1858, some resident hapū members did re-purchase a small section of Whakataki.

2.50 In 1874, the Crown introduced legislation – the Whakataki Grants Act 1874 – to confirm grants totalling 6,620 acres more or less to various individuals and hapū in the Whakataki reserves. In the meantime, the Crown sold a desirable portion (85 acres) of the reserve adjoining the Whakataki river to a settler. In 1874 the Crown paid an additional sum to settle a boundary dispute concerning the Whakataki block (possibly relating to the area sold to the settler). Under the 1874 legislation, the Crown gifted back the largest of the reserve blocks, no. 10, of 6,298 acres on the basis of a promise made by the Wellington provincial superintendent that the reserve be given back 'for the support and maintenance' of the original owners. In 1881, the Crown finally issued grants for 6,620 acres of reserves, 28 years after the original Castlepoint transaction had reserved the land.

2.51 When the Native Reserves Commissioner visited the Wairarapa in 1879, a number of Māori complained about 'lost' reserves. In 1881, a Royal Commission held meetings in Masterton over a two-to-three week period to investigate Wairarapa native reserves. The Commission listed about 90 reserves made out of pre-1865 Crown purchases. It tallied 10 of these reserves as sold to the Crown, eight as missing (or possibly set aside elsewhere), and three fishing reserves as remaining undefined.

2.52 The Crown, in response to reserve issues in Wairarapa and other regions, introduced legislation that became the Native Reserves' Titles Grant Empowering Act 1886, enacted primarily to complete the granting of legal title to Māori for a number of Crown purchase reserves from the pre-1865 period. The Act empowered the Governor to execute warrants for the issuing of titles and to impose restrictions on alienation. Approximately 30 reserves in Wairarapa and Tamaki nui-ā-Rua, about a third of all pre-1865 purchase reserves in the region, were awarded title under the Act.

2.53 In the three decades between the reserves being made in Crown purchase deeds and titles being granted under the 1886 Act, reserves had been left unprotected and some had been sold to settlers. The 1881-82 Royal Commission found that the Takapūai reserve had never been surveyed and that Pākehā settlers had occupied the area where it should have been. In the 1890s various Māori applied for succession orders in the Native Land Court, but there was no reserve to succeed to. Eventually the Crown

provided substitute land on the Waihoki stream (Aohanga blk 5, sec 7), as opposed to the original location on the Mataikona river. Title for 150 acres was finally issued in 1910 to the individuals identified by the 1882 Royal Commission.

2.54 The commission also reported that the fishing reserve at Waimīmiha, a reserve in the 1853 Castlepoint transaction, had never been surveyed. Although descendants of the Māori owners petitioned several times in the early 1900s for a larger area, various parliamentary and Crown departmental investigations concluded that only a small fishing place was intended. This was eventually surveyed in 1907 at less than an acre. Another Castlepoint reserve, Waitutu, was never surveyed and was probably included in land on-sold to settlers.

2.55 The Crown did not survey or define on the ground a reserve known as Whatakai, reserved in the 1853 Whareama south (no. 2) purchase. The Crown sold this piece of land to a settler around 1861. In 1875, the Crown paid the Māori owners £150 in compensation for this lost reserve. Cultivations reserved at Mangapiu in the Whareamu south purchase were eventually awarded under the 1886 Act and provided for in the adjoining Waikaraka block reserve also known as Mangapiu. Another reserve in the Whareama south purchase, Te Ruru, does not appear to have ever been surveyed.

2.56 About 28 reserves remained as Māori customary land until Wairarapa and Tamaki nui-ā-Rua Māori obtained title to these areas under general native land legislation after 1865. Some of these were granted in the 1860s, while others received legal title in the 1880s and some as late as the early twentieth century. These titles were mostly awarded under the ten-owner system or to a few individual owners.

Alienation of pre-1865 reserves

2.57 By 1930, 29 percent of the large Whakataki no. 10 block reserve at Castlepoint remained in Māori ownership. Today, only 4.5 acres is recorded as Māori land. Of all the Whakataki reserve blocks totalling some 6,620 acres in 1874, only about 92 acres (1.3 percent) remains today.

2.58 Of the other nine Castlepoint reserves, four were permanently alienated by 1900, three of those in 1855 and the Ngātāhuna reserve of 1,552 acres by 1881. Of the remaining five, two were very small (less than 10 acres). Only Mataikona, comprising 17,768 acres, remained almost entirely intact and is now incorporated as the Aohanga Incorporation.

2.59 By 1900, about a third of the pre-1865 purchase reserves had been sold, leaving just 3 percent of the entire Crown purchase area reserved for Māori, about 44,000 acres. Today, approximately 22,000 acres are retained, about 1.5 percent of the total Crown purchase area. The bulk of this area is concentrated at Aohanga (17,684 acres) and the other 4,500 acres scattered over the wider region.

'TE TAPERE-NUI-O-WHĀTONGA': NATIVE LAND COURT AND 70 MILE BUSH TRANSACTIONS

The Court and the native land laws

2.60 In 1862 and 1865 the Crown promoted legislation that established the Native Land Court. The Court was to determine the owners of Māori land, effectively converting customary ownership of land into individualised legal titles derived from the Crown. The Crown's pre-emptive right of land purchase was also set aside, enabling Māori to lease and sell their lands to private parties.

2.61 The Native Lands Acts introduced a significant change to the native land tenure system at a time when there was no direct Māori representation in parliament. In particular, land rights under customary tenure were generally communal but the legislation gave ownership rights to individuals, including the legal right to sell without reference to the community.

2.62 In addition, the Native Lands Act 1865 provided that a certificate of title could be ordered to no more than 10 persons. This became known as the 'ten-owner rule'. It also provided that a tribal title could be awarded in blocks of over 5,000 acres, however in practice the Court awarded title to ten or fewer owners regardless of the size of the block. One effect of the ten-owner rule, therefore, was to exclude many customary owners from legal title to blocks. It was expected in many cases that the named owners would act as representatives for the wider community, however they were under no legal obligation to do so.

2.63 An 1867 amendment to the land laws enabled the Court to register all interested parties on certificates of title, however in practice this provision was little utilized. There was no effective collective title option for Māori until the 1894 Native Land Court Act, which provided for the incorporation of owners.

2.64 The Otawhake or Kopuaranga reserve of 259 acres at Opaki was created out of the December 1853 Manawatū block purchase. The reserve contained cultivations and urupā of the Hāmua hapū, and 20-30 people resided on the land. In 1873 it was sold by the sole owner named in the Crown Grant. The Trust Commissioner operating under the Native Lands Frauds Prevention Act 1870, Charles Heaphy, on discovering that the reserve was intended for the hapū initially refused to endorse the sale. Heaphy had some doubts about his authority to do this but said that 'I felt that even if I exceeded my legal power, it was necessary to arrest, decisively, the consummation of an act of improvidence and injustice.' However, since there was only one name on the title document, that owner had the legal right to sell. Heaphy was obliged to endorse the sale to the private buyer, which he did in September 1874.

2.65 Wairarapa and Tamaki nui-ā-Rua Māori sent several petitions to Parliament in the 1870s. The petitions called for abolition of the Court or major reform of the land laws, and sought more authority for Māori communities to decide their own land questions. They canvassed other pressing issues, including the costs of survey, court fees, grant fees, and lawyers and interpreters' fees; and the lack of attention to creating proper reserves for the ongoing occupation and livelihood of Māori owners.

2.66 Survey and court charges involved in securing title through the Native Land Court could be considerable. Some owners may have been left with little option but to sell land to repay these costs. In addition to these direct costs were the indirect costs of attending court sittings sometimes over extended periods, costs which could include accommodation and food costs and loss of income while attending court. In addition, once an application was made to the Court, non-applicant parties with interests in land blocks could feel compelled to attend court to protect their interests even though they were opposed to the application being made in the first place.

2.67 In the case of the Okurupatu block, adjacent to the Te Oreore block north of Masterton, various Ngāti Hāmua hapū contested the block's ownership in the Court. Court costs were incurred over several rounds of protracted hearings, rehearings and appeals. Survey charges were significant, at least £490 over the period 1881 to 1895. Accommodation and food costs increased with the repeated hearings. Additional expenses were incurred from travel to Wellington to petition authorities. Rangitāne customary owners also incurred considerable costs in the title process for the Ākura and Kopuāranga blocks. Owners sometimes used their interests as security for debts – mostly survey costs – and this could lead to sale of portions of blocks (as in the case of the Ākura block). In other instances, settlers advanced money to cover survey and court costs on the understanding that they would receive formal leases once titles had been obtained.

2.68 The succession rules for native land (applying on the death of an owner) resulted in blocks with an ever-increasing number of owners. Over time, larger blocks were also partitioned to facilitate sales. At the same time, blocks in multiple ownership often made it difficult for owners to access capital or loans for land development.

2.69 Te Oreore block (Masterton) illustrates the problem of title fragmentation. Originally subdivided into four blocks during an 1869 title investigation, the largest of the subdivisions, Te Oreore no. 3 of 460 acres, was awarded to ten owners of Hāmua descent, including Karaitiana Te Korou, without restrictions on alienation. Over the next 30 years, individual interests were partitioned out of the no. 3 block and sold. By 1900 only a tenth of the original block remained in Rangitāne ownership. The land remaining in Te Oreore no. 3 today consists of small blocks of marae reserves and urupā, and long thin 'bowstring' blocks. The largest block is just under 20 acres and the smallest 0.1 acres. The effect of many partitions and subdivisions over time is evident from blocks such as Te Oreore 2C Sec 3 (48.87 acres, 35 owners), and Te Oreore 1E1B No 2 (10.43 acres, 48 owners).

Purchasing 'Tamaki' or the northern Bush

2.70 In mid-1868, the Crown renewed efforts to acquire the Seventy Mile Bush, conducting a large hui at Waipawa in southern Hawke's Bay. At the hui, it was agreed to sell an area of land between 'Te Ruataniwha and Wairarapa' and a survey of the land commenced but was not completed.

2.71 Between 1868 and 1871, the Crown made small advance payments to various rangatira it considered had interests in the Bush. The Crown conducted negotiations at Napier, Waipawa and Waipukurau, some distance north of the Bush. The advances it paid facilitated initial surveys, in anticipation of the Native Land Court determining the title.

2.72 By April 1870, the Crown secured agreements to purchase three large areas described as Te Ahuaturanga, Maharahara and Puketoi, comprising the bulk of the northern Bush. Rangitāne rangatira Hohepa Paewai, Manahi Paewai, Huru Te Hiaro, Nireaha Matiu (Tamaki), and Wirihana Kaimokopuna were among the signatories to these agreements. They agreed to apply to the Native Land Court for title to this land and to afterwards sign a deed conveying the land to the Crown.

2.73 In April 1870, the Crown purchase agent reported to Donald McLean that local Māori had applied to the Court for the 'whole of the Manawatū bush from Ruataniwha to Wairarapa'.

2.74 Some Tamaki nui-ā-Rua rangatira opposed the Crown's purchasing activity. In August 1870, a Crown purchase agent reported that 'Hēnare [Matua], Nopera, Paora, Hakara, old Āperahama [Rautahi] and others are the staunch opponents. The Rangitāne, Huru [Te Hiaro], Hohepa [Paewai] and others are as firm for the sale as ever and it is admitted they are the principal owners'. The Crown agent also commented on the emergence of 'a deep seated scheme… for making the Māori more united in their actions against the encroachment of the Europeans'. In this regard he thought 'Hēnare Matua is ambitious of being chosen as leader', adding 'Hēnare admits he has no claims [in the Seventy Mile Bush] but shall oppose all he can'. Despite this statement, Matua had been awarded an interest in the Mangatoro block – in the north-east part of the Bush – in an 1867 land court hearing. A meeting at Waipukurau also revealed that all the Porangahau Māori present opposed the sale of the Bush.

2.75 In early September 1870, the Crown convened another large hui at Waipawa to discuss the ownership and sale of the Tamaki area. The Crown purchase agent told those at the hui that the Crown wanted to open up the land for settlement, but that Māori should also hold on to large areas for themselves and their children for the future. Disagreements between Māori parties at the hui appear to have been mostly over who had rights to the land.

2.76 The Native Land Court began hearing the Seventy Mile Bush applications on 8 September 1870, at Waipawa. The Crown purchase agent produced for the Court a map of what he called 'the Manawatū Ngāherehere' application, apparently for the whole of Seventy Mile Bush. He informed the Court that 'on behalf of the applicants the whole of the portion surveyed was conducted under my direction'. The Crown surveyor gave evidence that he had met with some 'small' opposition to the survey from Āperahama Rautahi. He also stated that he 'did not complete the survey' but that a 'Crown Grant could be made from this plan, it would not require to go on the ground to separate the plans'.

2.77 On 10 and 11 September 1870, the Native Land Court awarded 17 northern Bush blocks to ten or fewer people under the Native Land Act 1865. Many other interested persons were referred to in evidence. Restrictions on alienation applied to two of the 17 blocks, Tamaki and Piripiri. Most of the awards were made to claimants affiliating as Rangitāne, including leading rangatira Huru Te Hiaro, Hōhepa Paewai, Te Wirihana Kaimokopuna (a nephew of Te Hirawanu Kaimokopuna), Nireaha Matiu (or Tamaki), and Karaitiana Te Korou.

2.78 The Crown set about finalising the purchase after the Court awarded title. The purchase price had been left unsettled until after the Court process had concluded. When negotiations recommenced, a group led by Hōhepa Paewai opposed sale for under

£30,000. In April 1871, a receipt for £1300 of advances against sale of the northern Bush blocks and for survey, court and other expenses was signed by Karaitiana Takamoana and 23 other owners. An agreement to sell the northern Bush was signed on 1 June 1871 by 12 leading chiefs, including Takamoana, Hōhepa Paewai and Wirihana Kaimokopuna. The sale price was £16,000.

2.79 In August 1871, the Crown convened a public hui regarding sale of the northern Bush. On 16 August, the Crown secured signatures to a purchase deed for the 'Tamaki'. Thirty-nine signatures of named owners were obtained on 16 August, with others collected over the following weeks, and a few final signatures not obtained until 1881-1882. For a total price of £16,000, approximately 250,000 acres were conveyed, comprising 12 blocks whose ownership had been determined by the Native Land Court in 1870, namely: Puketoi no. 1 (37,000a), Puketoi no. 2 (28,500a), Puketoi no. 3 (33,400a), Puketoi no. 4 (31,000a), Puketoi no. 5 (15,500a), Te Ahuaturanga (21,000a), Māharahara (13,000a), Manawatū no. 1 or Umutaoroa (17,000a), Manawatū no. 3 or Te Ohu (20,600a), Manawatū no. 5 or Ngamoko (15,000a), Manawatū no. 6 or Tuatua (9,600a), and Manawatū no. 7 or Rakaiatai (8,200a).

2.80 A total of approximately 19,870 acres, were 'for ever' reserved from the northern Bush purchase area. These reserves were portions of Umutaoroa (4000a), Te Ohu (13,000a), Manawatū no. 6 (1370a), a 1000 acre reserve near Ngaawapurua in the Ahuaturanga block, and a 500 acre reserve ('Te Rotoahiri'), also in the Ahuaturanga block.

2.81 Several large blocks were not included in the 1871 Tamaki purchase, including five blocks, Tahoraiti, Kaitoki, Mangatoro, Otawhao and Oringi Waiaruhe, estimated 65,555 acres total area, that had ownership determined between 1867 and 1869. The Tamaki and Piripiri blocks, and the Manawatū number 4 and 8 blocks, whose ownership was determined by the 1870 Waipawa court, were also retained by Tamaki nui-ā-Rua Māori.

2.82 The northern Bush deed noted that £12,000 of the purchase money had been paid on the signing day, with 'the balance to be paid when the reserves are marked out and the purchase finally completed'. The Crown intended to use the remaining £4000 to induce a few 'dissentients' to accept the sale and encourage the sellers to put pressure on them. Reports a few days before the deed was signed suggested the main dissentients were from 'the Porangahau people', those connected with Hēnare Matua, who had earlier opposed sale. The Crown paid the final instalment of £4000 in December 1873.

2.83 In November 1874, Donald McLean paid £500 to rangatira of another iwi to extinguish their claims on the Tamaki block.

Persuading the 'non-sellers'

2.84 In 1870 and 1871, some Tamaki Māori of Rangitāne descent protested about the Court and sale process regarding the northern Bush, concerned that detailed surveys were not carried out on the ground, that some owners did not consent to sale, and that proper restrictions on alienation were not imposed on reserved blocks. A few complainants wanted a second investigation by the Native Land Court.

2.85 Some owners in the northern Bush blocks resisted putting their names to the 1871 sale deed. In 1877, four blocks awaited signatures: one signature for Maharahara, one for Te Ohu (Manawatū no. 3), four signatures at Rakaiatai (Manawatū no. 7), and one

signature at Umutaoroa (Manawatū no. 1). In the 1880s, the Crown instructed agents to acquire final signatures, initially paying them £1 per day and £10 per signature, and later, £20 per signature.

2.86 In 1881, the Crown obtained the final signature in Maharahara. In 1882, the interests of Hōri Ropiha and the three other owners at Raikaiatai were partitioned out to enable the Crown to obtain title to the rest of the block. In 1882, Paora Ropiha, who had protested the title awards and the Crown's purchase in 1870, finally accepted £200 for his share in Te Ohu, while Maata Te Aopukahu finally accepted £400 as her share in Umutaoroa.

2.87 Crown agents applied considerable pressure to obtain these final signatures. One reported that he had told the owners that Crown grants for reserve areas would not issue until the Crown obtained their final signatures for the wider block. Maata was also threatened that if she did not sign, the Crown would apply to cut out her portion of the land, which would be indebted with an advance already paid to another rangatira for her share, together with interest on that advance and the cost of the agent's trips. The agent reported that Maata 'finally consented and signed the deed'. The Crown paid additional amounts above the original purchase price in the 1871 deed to complete the purchases of these blocks.

Purchasing the southern Bush

2.88 In 1870, the Crown proposed a new economic development policy. The main elements of this policy were a scheme to bring thousands of assisted immigrants to New Zealand and a programme of large-scale public works. The Crown financed this programme by large-scale borrowing and the purchase and on-sale of Māori land. The Immigration and Public Works Act 1870 authorised expenditure on large-scale railways and roading projects, and assisted immigration schemes.

2.89 In May 1871, the Wellington provincial superintendent wrote to the Colonial Secretary requesting that the government purchase the Wellington end of Seventy Mile Bush (that is, the southern Bush, below Manawatū Gorge), under section 34 of the Immigration and Public Works Act 1870. The Colonial Secretary requested the Wellington and Hawke's Bay provincial superintendents to work together, under the direction of the general government, in negotiating such purchase.

2.90 In July 1871, the Hawke's Bay provincial superintendent reported that principal owners of the southern Bush had made offers to sell. He expressed the hope that 'satisfactory arrangements' would be concluded.

2.91 Rangitāne rangatira applied to the Native Land Court for an investigation of title to the southern Bush. The Crown assisted with the preparation of initial survey plans for the Court process and the division into a number of blocks. Survey plans or tracings for Court appear to have been prepared in part from blocks already purchased in the southern portion of the Bush, including the Manawatū and Ihuraua blocks, and the southern Puketoi area, comprised in the earlier Makuri purchase.

2.92 In September 1871, the Court heard the claims. Some at the hearings asked that the blocks be withdrawn, but the Court carried on, being obliged by legislation to make a determination. It awarded the land in ten of the eleven blocks to ten or fewer owners per block, whose names were provided by Rangitāne. The owners represented a range of

Rangitāne rangatira, some of whom had interests both east and west of the Manawatū Gorge. The eleventh block, Manawatū-Wairarapa no. 3 (also known as 'Mangatainoka'), was awarded to 56 named owners and any other 'natives who may be found to be members of the Rangitane tribe'. The Court added that 'the land be considered a tribal estate of the Rangitāne tribe', apparently utilising s 17 of the Native Lands Act 1867 that allowed for all tribal owners to be listed.

2.93 Nireaha Tamaki, a leading Rangitāne rangatira of the southern Bush, was absent from the Court sitting. Bad weather delayed the beginning of the hearing. After the hearing, Tamaki petitioned Parliament. In October 1871, Tamaki told the Native Affairs Committee that flooding prevented him attending the hearing. Crown witnesses queried this evidence. Tamaki objected to his land being awarded to 'strangers', while admitting the 'right of some' to be on the titles. A couple of the Committee members advised Tamaki to apply for a rehearing. Applications for a rehearing were declined.

2.94 On 10 October 1871, the Crown obtained Rangitāne signatures to a deed of sale for 10 of the southern Bush blocks, an area of 125,000 acres. Reserves totalled 4,069 acres and the purchase price was £10,000. The reserves were clearly marked on the plan in the deed of purchase. The large 'Mangatainoka' block estimated at 62,000 acres was not included in the purchase.

2.95 Leading Rangitāne rangatira signed the southern Bush deed, including Huru te Hiaro, Karaitiana Te Korou, Wī Waaka Kahukura, Mikaera te Rangiputara, and Wirihana Kaimokopuna. Approximately 60 individuals signed the deed up to August 1872.

The Mangatainoka block

2.96 In November 1871, the Crown promoted the enactment of the Railways Act 1871, which provided that the costs of railway construction in Wairarapa and Hawke's Bay be charged against Crown sales of recently acquired land in Seventy Mile Bush. In all, the legislation set aside 296,000 acres of the southern Bush and 147,800 acres of the northern Bush for the railway.

2.97 The legislation specifically included within the area set aside in the southern Bush, the 62,000 acre Manawatū-Wairarapa no. 3 (or Mangatainoka) block and the 7000 acre Mangahao no. 3 block, both referred to as subject to purchase negotiations. This was despite Rangitāne withholding the Mangatainoka block from sale only a month before the Railways Act was passed.

2.98 By 30 June 1871, the Government had spent over £1,300 on preliminary surveys for the Wellington to Seventy Mile Bush to Napier railway. This survey work predated the conclusion of the Seventy Mile Bush purchases. The Government had for some time intended to apply proceeds from resale of the Bush towards the costs of railway construction.

2.99 By mid-1872, a Crown agent believed that Rangitāne rangatira, Hoani Meihana, was reaching the view that sale would enhance the value of their reserves as it would lead to roading and Pākehā settlement. In March 1873, Meihana, Huru te Hiaro, Nireaha Tamaki, and Manahi Paewai, and about 15 other Rangitāne individuals, signed deeds of lien accepting loans secured against the Mangatainoka block, to be repaid as directed

by the chiefs on a future purchase being negotiated. Although the lien wording anticipated a sale, there was no agreement to sell the block.

2.100 In February 1875, the Mangatainoka block was partitioned into six parts. Titles were ordered under section 17 of the Native Lands Act 1867, which provided for the names of all the interested parties to be determined. Approximately 165 individuals were granted interests in one or more of the six titles. One of the main objects of the 1867 Act was to ensure that all of the owners were protected, the main safeguard being that no sales of undivided land could occur and no partitioning could occur unless a majority of the owners first agreed.

2.101 Nireaha Tamaki (or Matiu) was awarded interests in four of the Mangatainoka partitions. Nireaha protested in *Te Wananga*, newspaper of the Repudiation movement, that his resident hapū were not awarded land whereas those without proper claims on the land had been admitted. Tamaki vigorously opposed sale. He wrote to Donald McLean demanding a rehearing, and threatened to resort to arms if his concerns were not addressed. McLean then met with Tamaki, which appears to have resolved matters.

2.102 Between the March 1873 deeds of lien and 1877, the Crown made a number of payments to a few Mangatainoka block grantees, only about four of whom were not parties to the 1873 deeds. The payment receipts were variously expressed as 'on account of purchase' or 'ngā moni utu', 'to be deducted from purchase money', and 'advance on the purchase of Mangatainoka block'. The receipts did not record any agreement on the amount of the block to be sold or the purchase price. Only a small minority – perhaps 24 – of the 165 owners received payments (including the 1873 lien payments).

2.103 In May 1877, Crown officials reported a meeting with Rangitāne in which leading rangatira conveyed the owners' decision to sell 37,000 acres, or about half, of the Mangatainoka block. Officials then 'demanded fulfilment of [the] written agreement', apparently a reference to the 1873 deeds of lien. In response to this demand, Rangitāne stated they would refuse to sell any portion of the block. Leading rangatira alleged they were misled by the translator of the 1873 deeds, 'and that they make themselves personally responsible for money advanced', implying they would personally repay the money, releasing the land from any liability. Officials tried to convince the meeting that the lien agreements meant Rangitāne had agreed to sell the block. The meeting broke up without a resolution.

2.104 Crown Minister, J D Ormond, wired the officials, referring to his disappointment at the stance of rangatira and instructing officials to communicate that the Crown would not allow the Mangatainoka owners 'to breach the agreement' with the Government. He denied there had been any misleading conduct on the part of the Crown's interpreter when the lien deeds were entered into. He refused to accept the offer by rangatira Huru te Hiaro and Peeti te Aweawe to assume personal liability for the lien payments. He threatened that the rangatira had better reconsider, in which case the 'Government will deal liberally with them', but if not, 'the land shall be tied up and reserved from sale or lease, and made liable for the advances'.

2.105 The Crown did not achieve an agreement to purchase Mangatainoka land through the remainder of 1877. In February 1878, the Crown proclaimed a monopoly over the Mangatainoka block, prohibiting all private alienation, including by sale, lease or otherwise. Although the 1875 partition had created six individual Mangatainoka titles,

each with their list of grantees, the proclamation designated only the original block of Manawatū-Wairarapa no. 3 (or Mangatainoka). Of the approximately 24 individuals who had accepted lien debts or payments, none of them was an owner of the Mangatainoka 2B block of 3,170 acres. The proclamation therefore stated incorrectly that money had been paid or negotiations had commenced in respect of this block.

2.106 Between 1882 and 1884 the Crown purchased Mangatainoka interests, mostly by dealing with individuals rather than by convening hui of groups of owners or otherwise dealing with recognised leaders of Rangitāne. By 1884 the Crown had expended around £12,000 on acquiring interests in the Mangatainoka block. Incidental expenses amounted to just over £731.

2.107 By February 1885 the Crown had applied to the Native Land Court to have its interests in the Mangatainoka block defined, but Hoani Meihana asked the Government to withdraw its application. He sought instead a meeting with the Minister to discuss the matter. Meihana listed the chiefs who were 'ngā rangatira tiaki' or chiefs of the land on behalf of the tribe of 'Tanenuiarangi' (another name for Rangitāne), including Nireaha Tamaki, Huru Te Hiaro, and Wirihana Kaimokopuna. The Native Minister minuted the file that Meihana should be told that the Government had bought shares in Mangatainoka and would ask the Court to cut out its portion.

2.108 On 21 April 1885, the Crown's application regarding its interests in the Mangatainoka block was heard in the Native Land Court at Palmerston North. The Crown relied on the Native Land Amendment Act 1877, legislation that empowered the Court to award to the Crown the interests it had acquired in any block. Huru Te Hiaro stated to the Court that 'no satisfactory arrangement' had been reached with the Government over the land, 'although it has been under negotiation since the time of Sir Donald McLean.'

2.109 On 22 April 1885, Hoani Meihana testified in Court that Rangitāne held the block tribally and that a Rangitāne committee had decided which areas to cut out for the Crown and which to hold for Rangitāne. He said that the Government rejected this proposal because, in Meihana's view, it wanted to buy the whole block. Meihana complained that Native Minister Sheehan had not turned up at a meeting of 'all Rangitāne' in January 1879, although he had 'promised' to come. He stated that in 1882 Native Minister Bryce failed to attend another meeting requested by Rangitāne. Meihana gave evidence that Crown agents targeted individual owners in public houses to secure their signatures. He stated: 'I thought this could not be the work of the Government, but of a Company'.

2.110 When Meihana stated that Rangitāne held the land tribally the Court responded that the title was 'to individuals, not to a tribe'.

2.111 Hoani Meihana requested an adjournment of five months. He stated 'this is the last of our land. We have no more. We want five months to make private and tribal arrangements about its disposal or of as much as remains to us'. The Crown opposed such a long adjournment. Native Minister, John Ballance, telegraphed the Crown agent in Court the same day, instructing him to 'object to postponement'. The Court adjourned to the following day, while some Rangitāne, including Huru Te Hiaro and Nireaha Tamaki, left the Court to return to dying relatives.

2.112 When the Court reopened the day following, on 23 April, the Crown submitted to the Court that the case could proceed without hearing from all the Rangitāne owners. It

submitted that it was not necessary for Nireaha Tamaki and others to be present on the partition matters as they had already been paid for their interests.

2.113 The Crown called Hoani Meihana to give evidence, but Meihana 'asked for time to think'. The case adjourned to the afternoon. When Hoani Meihana did not reappear, the Crown issued a subpoena to cause him to appear to give evidence. The Crown had earlier that day indicated its willingness to use subpoenas to obtain 'the evidence of some who are wilfully absenting themselves'. The Crown agent telegraphed Native Minister Ballance seeking instructions whether to serve the subpoena on Meihana. Ballance replied: 'If any probability [of] success push matters[.] Meihana has no right to refuse [to] give evidence after asking for adjournment of L[and] Court[.] If we have the Law with us [we] should not be trifled with'.

2.114 When the case resumed on 24 April, the Crown's agent had altered his position, stating that he had reflected on Meihana's words and that the deaths of 'two influential relatives' made it 'expedient' for him to delay the Crown's application.

2.115 The Court next heard the Crown's partition application in late June 1885. The Court's minutes show that the various orders were made without objection, usually an indication that the Crown agent and the non-sellers had reached agreement outside the Court as to how the partitioning would proceed.

2.116 The areas awarded to the Crown in 1885 were calculated by a Crown agent as 42,424 acres out of a total area of 66,395 acres (area revised from the original 1871 estimate of 62,000 acres). Over the following two years, the Crown purchased an additional 14,305 acres. The Crown acquired approximately 90 acres under public works legislation for the Ngaawapurua bridge. Other purchases followed. By 1890, the Crown had acquired some 58,000 acres, approximately 87 percent of the block. Rangitāne rangatira Huru te Hiaro, Nireaha Tamaki (or Matiu), Wirihana Kaimokopuna, and Peeti Te Aweawe, figured prominently in the list of remaining owners.

2.117 In 1877, Nireaha Tamaki and Huru Te Hiaro reached an agreement with the Crown allowing construction of a bridge across the Manawatū river, at the northern end of the Mangatainoka block. In return, the Crown agreed to pay them a subsidy of £25 per annum for continuing to operate a ferry service across the Manawatū river. In 1881, Nireaha and Huru entered into a new agreement with the Crown, relinquishing their rights to conduct the ferry crossing for a payment of £100. The Crown did not intervene later to enable free passage for Nireaha and Huru on the ferry service now run by the local council, contrary to the chiefs' expectations and protests. The Crown completed the Ngaawapurua bridge in 1885. Delays in compensating the owners of the land taken for the bridge were encountered while the relevant land was partitioned by the Native Land Court.

2.118 After 1890, most sales in Mangatainoka block were to private purchasers. Today, approximately 460 acres remain, representing less than one percent of the 66,000 acres in the original block.

'NGĀ TOHU O TE HAKI': EARLY LANDLESSNESS AND PROTEST MOVEMENTS

Crown-Rangitāne political engagement in 1860s

2.119 During the New Zealand Wars of the 1860s, many Rangitāne in Wairarapa and Tamaki nui-ā-Rua became adherents of the Kīngitanga (or King movement) in Waikato. In August 1861, a Crown official listed Rangitāne rangatira Wī Waaka, Retimana te Korou and Ihaia Whakamairu at Masterton/Ōpaki as among those sympathetic with the Kīngitanga. In 1868, official comments suggested that only a minority of Wairarapa Māori remained neutral or 'loyal' during the period of the 1863-66 conflicts in Waikato and Taranaki. The Pai Mārire ('good and peaceful') faith arrived in the Wairarapa in 1865 and many of the Kīngitanga adherents adopted this new movement that promised the achievement of Māori autonomy. Karaitiana Te Korou became a scribe of the Pai Mārire scriptures, the *Ua Rongopai,* while Wī Waaka and others fought with Pai Mārire inspired groups in Taranaki in the 1865-66 period, several dying in the conflicts. Some Wairarapa Māori expressed solidarity with Pai Mārire by adopting ancestral names. Wī Waaka, for example, adopted the name 'Rangiwhakaewa'. But despite several alarms throughout the decade – mostly local responses to conflicts in other regions – the Wairarapa and Tamaki nui-ā-Rua regions experienced no armed conflict.

Pāora Pōtangaroa

2.120 Pāora Pōtangaroa was a prophetic leader of Rangitāne descent affiliating to Te Hika a Pāpāuma and Ngāti Hāmua. In 1877, Pāora and others wrote from Āohanga on behalf of Te Hika a Pāpāuma referring to 'the teeth of these [native land] laws which are voracious in consuming people and land. It is because we the Māori people have seen the fault of decision making of this entity, the court, a stranger who owns the land, deciding in favour of the person who speaks falsehoods… We are not agreeable to these laws'.

2.121 In March 1881, Pōtangaroa hosted an important hui at Te Oreore (Masterton) at which he presented a flag divided into sections with stars in each, and with several other symbols including a korowai and an army tunic. He challenged the hui to interpret their meaning, but no-one could do so. Some weeks later Pāora eventually revealed his matakite (vision) to the people, declaring that Rangitāne and other Wairarapa Māori should not sell or lease their lands, and should not pay debts. It became apparent that the sections of the flag were the large blocks sold, while the stars were small reserves remaining in Māori possession. These were 'ngā tohu o te haki', the symbols of the flag of Pāora Pōtangaroa. Later it was reported that Pōtangaroa had declared at the hui that the island (New Zealand) was in mourning because the land and authority had been taken from Māori by the Pākehā (or Crown). He said the army tunic represented the authority by which the Kāwanatanga (Government or Crown) was devouring the land.

2.122 Pāora also held out hope for his people. He told them that, when their faith was strong, he would swim the ocean in a soldier's uniform to take the Treaty of Waitangi to Queen Victoria to ask her to honour it. Many people considered this prophecy to be fulfilled by the members of the Wairarapa Native Mounted Rifles who travelled to London in 1897 to attend Queen Victoria's Diamond Jubilee celebrations. Rangitāne communities, including hapū from Seventy Mile Bush attended the hui in 1881, indicating region-wide concern for the issues highlighted by Pōtangaroa.

2.123 Pōtangaroa took a leading role in establishing the whare rūnanga (meeting house) named Ngā Tau e Waru at Te Oreore marae. Rangitāne and other Wairarapa Māori continued to meet regularly, including at Te Oreore, to commemorate Pōtangaroa's prophecies. Today, Ngā Tau e Waru remains a focal point for Ngāti Hāmua and other Rangitāne people.

Problems with applying Equitable Owners legislation

2.124 In 1886, the Crown introduced legislation that became the Native Equitable Owners Act 1886. The Act was designed to remedy prejudice arising from ten-owner titles awarded under the 1865 native lands legislation, which had led to some grantees selling, leasing or mortgaging land without consulting the wider community of Māori with customary interests in the land. The 1886 Act empowered the Native Land Court to introduce new named beneficial owners to the titles of blocks that had previously been awarded to only ten grantees.

2.125 The Act did not resolve many of Rangitāne's grievances arising out of the ten-owner rule. On several occasions over the period 1890 to 1910, claimants to various reserve blocks in Seventy Mile Bush applied under the equitable owners legislation for their names to be introduced to the title. In the case of the Ahuatūranga, Umutaoroa (Manawatū no. 1) and Tuatua (Whiti-a-Tara) reserves, various courts ruled that they were unable to apply the 1886 Act or its successor legislation as the titles to these blocks had not been awarded under the Native Land Act 1865. Although in 1870 the Court determined who should be the owners of the parent blocks, it did not formally issue certificates of title under the 1865 Act before the Crown completed the purchase of the parent blocks in the 1871 northern Bush transaction. The Crown subsequently granted title to the reserves agreed in the 1871 sale under the Volunteers and Others Lands Act 1877 to the ten or fewer owners named in the 1870 Court decision. A judgment of the Supreme Court (as the High Court was then called) of 1906 confirmed that the Native Land Court had no jurisdiction to consider equitable owners claims as the Crown grant had been issued under the 1877 Act without reference to any title issued under the native land legislation.

2.126 Rangitāne claimants protested about this situation, including taking petitions to both Parliament and Ministers. Although the Crown made various attempts to address the situation, claimants were left without a legal remedy.

2.127 Applications under the Equitable Owners legislation for the Kaitoki, Mangatoro, and Oringiwaiaruhe blocks, awarded title in 1867, were unsuccessful because the legislation did not apply to blocks where land had already been sold. There was no legal remedy available to these claimants whereby their claims to the remaining portions of the blocks could be determined.

2.128 In some instances, applications under the Equitable Owners legislation did succeed. In 1892, the Native Land Court investigated the Piripiri block, awarded titled in 1870 under the Native Land Act 1865, and found that the original grantees held the land on trust in 1870 and 'owners have manifestly been omitted from the block'. From an original number of ten owners, the Court re-awarded title to 124 owners. In 1897, the Native Land Court re-awarded title to 74 owners in Tahoraiti no. 2 block. Additional names were also added to the Tahoraiti no. 1 block. The Tahoraiti block was originally awarded title in 1869.

Sale of reserves in Seventy Mile Bush

2.129 Following the Tamaki (or northern Bush) purchase of August 1871, five reserves were set aside at Umutaoroa, Te Ohu, Te Whiti-a-Tara (or Tuatua) and Ahuaturanga (two reserves) comprising an estimated 20,000 acres out of a total purchase area of 250,000 acres. The October 1871 purchase deed for the southern Bush referred to eight reserves comprising 4,369 acres out of a total area of 125,000 acres. Between 1872 and 1883, the Crown purchased six of these southern Bush reserves.

2.130 In August 1892, Rangitāne rangatira including Nireaha Tamaki and Huru Te Hiaro wrote to the Native Minister complaining of 'the evils under which Rangitāne are suffering', including ten-owner titles and 'the Reserves made in the blocks of land sold to the Gov[ernmen]t. It was thought by the Tribe that these Reserves were made for the occupation and maintenance of the Tribe, now it is seen that these Reserves are being sold'. They continued, saying '[h]ence the Tribe of Rangitāne are grieved as it appears that before long there will be no land at all for them to live on (except the sets of 10 persons who have got the land)'. The Crown filed this complaint 'until the matter crops up again'.

2.131 The remaining Seventy Mile Bush reserves were entirely alienated within two decades of the writing of this letter. Equitable owners legislation and other alienation restrictions did not ultimately preserve the reserves in Rangitāne ownership. By 1900, the Umutaoroa and Te Ohu reserves in the northern Bush were completely sold. The Te Whiti-a-Tara and Ahuaturanga reserves were both completely alienated by 1913 after owners offered to sell or applied to lift alienation restrictions, and after dismissals of the equitable owners claims made by parties outside the titles. In the southern Bush in 1908 and 1909, the Crown removed all remaining restrictions on alienation from the titles of the remaining Eketahuna and Pahiatua reserves and both the Crown and private parties acquired the reserves.

2.132 By 1913, therefore, all the reserves set aside in the two large Seventy Mile Bush Crown purchases of 1871 had been completely alienated. Rangitāne communities between Norsewood and south of Eketahuna were left with the remaining portions of the Mangatainoka block, a 20 acre reserve at Kauhanga (near the Manawatū Gorge), and with scattered and largely small areas in the northern Bush.

Nireaha Tamaki's Privy Council Appeal

2.133 In 1892, Huru te Hiaro and two others petitioned Parliament seeking compensation for a surveying error which they said deprived them of more than 5,000 acres between the Kaihinu and Mangatainoka blocks. In July 1893, the Crown offered for sale land that included the the area claimed by Huru te Hiaro.

2.134 In 1894, Nireaha Tamaki applied to the Supreme Court (as the High Court was then called) for a ruling that the disputed land was improperly offered for sale. He alleged that the land formed part of the Mangatainoka block retained by southern Bush Māori or, alternatively, was still customary land. On the questions of law being removed into the Court of Appeal, that Court found, in *Nireaha Tamaki v Baker* (1894), that it had no jurisdiction to consider the legality of Crown dealings with Māori land. This ruling was based on an earlier decision, *Wi Parata v the Bishop of Wellington* (1877), which saw these as unreviewable state actions.

2.135 Nireaha appealed to the Privy Council and succeeded, in *Nireaha Tamaki v Baker* (1901), on the legal point that the courts could review whether Crown dealings over Māori land were in accordance with statutory provisions that authorised Crown action. The Council also found that New Zealand legislation recognised the existence of native custom. It observed that a lack of survey was seemingly an important issue in the case. This decision allowed Nireaha to ask the courts in New Zealand to again try the question of whether the disputed 5,184 acres were in fact still owned by southern Bush Māori.

2.136 In response to the Privy Council's decision, the Crown negotiated a settlement with Nireaha Tamaki and promoted the Native Land Claims Adjustment and Laws Amendment Act 1901 to implement this and other settlements. The Crown agreed to pay £4566 to the former owners, to extinguish their claims to the land. The Native Land Court was to determine who these owners were. In 1904, after the various parties had reached agreement, further legislation was passed confirming that all legal actions relating to the matter were discontinued. The Crown also successfully managed through Parliament the Land Titles Protection Act 1902 to prohibit Māori from litigating land titles awarded more than ten years before the passing of the legislation.

Kotahitanga

2.137 In the 1890s, Rangitāne hapū and communities supported the Kotahitanga (tribal unity) movement, which in Wairarapa was centred on the paremata (parliaments) at Pāpāwai. Nireaha Tamaki and other Rangitāne rangatira played important roles in the Pāpāwai paremata. The Kotahitanga paremata, hosted around the North Island in the 1890s, garnered support from many iwi and sought official Crown recognition of their status as a decision making body for Māori.

2.138 In 1897, a Māori military unit that included some Wairarapa members aligned to Kotahitanga, the New Zealand Mounted Rifles, travelled with a New Zealand party to England to participate in Queen Victoria's Diamond Jubilee as a guard of honour. Captain Rīmene, of Rangitāne whakapapa, was a member of this party. The Kotahitanga contingent presented a petition to the British Parliament, seeking to retain the remaining 5,000,000 acres of Māori land nationally in iwi ownership. Kotahitanga Māori in Wairarapa saw this petition as fulfilling a specific prophecy of Pōtangaroa in 1881, in which Pōtangaroa would swim the ocean in a soldier's uniform to seek a remedy from the Queen for the ills of the land.

2.139 The petition was embarrassing for the Seddon Government. On his return from England, Seddon brought a Bill proposing reforms to the Native land laws to Kotahitanga hui at Pāpāwai. In 1900 the Māori Lands Administration Act 1900 and the Māori Councils Act 1900 were enacted. This legislation conferred a degree of control over land and other matters on local councils, although Māori opinion on its merits was divided. Māori involvement in the management of land, however, was curtailed by the Māori Land Settlement Act 1905. Section 5 of this legislation provided for three-member Māori Land Boards, of whom only one member needed to be Māori. Legislation in 1913 removed direct Māori involvement in land vested in Boards.

Wairarapa Moana

2.140 Wairarapa Moana, comprising Lake Wairarapa and Lake Ōnoke and their associated waterways and wetlands, supplied abundant kai and other resources for Rangitāne

communities over many centuries, including the hapū Ngāti Hāmua and the aho-rua or shared hapū, Ngāi Tūkoko, Ngāti Hinetauira, and Ngāti Te Whakamana. The lakes were plentiful in tuna (eel), flounder, whitebait, kokopu, ducks, fern root and korau. Rangitāne tradition relates how Wairarapa Moana was named by a tōhunga (tribal expert) aboard the Kurahaupō waka, Haunui-ā-Nanaia. After the sun reflected off the lake making his eyes water, he named the lake 'Wairarapa', meaning flashing or glistening waters. The whakatauākī 'Ka rarapa ngā kanohi ko Wairarapa' is said to record this event.

2.141 In the early and extensive Crown purchases of 1853-1854, the Crown acquired four blocks surrounding the lakes, Turakirae, Tūranganui, Tauherenīkau, and Kahutara. The Crown on-sold much of this land to Pākehā settlers. Tension arose between settlers and Māori over the opening of the spit at Lake Ōnoke. The natural action of the ocean at Palliser Bay against the spit caused the spit to be completely closed for several months of the year. The closed spit allowed Wairarapa Māori to catch many tons of kai over the summer months. Tuna (eel) in particular would pool in huge numbers in the lower lake. The closed spit also led to flooding of low-lying land surrounding Wairarapa Moana. Settlers occupying and farming this land wished to open the Ōnoke spit to drain the Lakes system and reduce flooding.

2.142 Settlers and Māori asked the government for a solution. In 1876, the Crown attempted to purchase the lakes. However only some rights-holders were dealt with, and leading rangatira protested about this transaction. In November 1883, the Native Land Court awarded ownership of the Lakes to 139 Māori owners, and did not refer to its previous 1882 finding that the Crown had acquired 17 undivided interests (via the 1876 transaction). In 1890, the Crown established a Royal Commission in response to a petition by Wairarapa Māori about the lakes issues. In 1891, the Commission concluded that Donald McLean had promised Wairarapa Māori in 1853 that Wairarapa Moana would not be opened at Ōnoke. It found that Māori retained ownership of the lakes and the spit, and that they retained their fishing rights but were not justified in allowing the lakes to flood the land sold to the Crown. It recommended compensation for Māori over some land adjacent to the lakes that it found the Crown had not purchased in 1853-54. It also recommended solutions to the flooding problem.

2.143 The Crown did not adopt the Commission's recommendations. Instead, in 1896, the Crown and Wairarapa rangatira entered into an agreement in which Māori gifted or transferred the lakes in return for 'ample reserves' surrounding the lakes. The Crown paid compensation of £2000, apparently in lieu of court and other costs Māori had expended in the lake struggles. The Crown did not provide reserves in the vicinity of the lakes as the parties had agreed in 1896. After a convoluted bureaucratic process lasting some two decades, the Crown finally provided land north of Lake Taupō in substitution for reserve land near the lakes. Some Wairarapa Māori whānau eventually relocated to this southern King Country land, known as the Pouākani block. The Crown only provided formed road access to this remote area in the late 1940s.

'NGĀ TAU O TE KOREKORE': THE TWENTIETH CENTURY

Nineteenth century land loss and twentieth century landlessness

2.144 In 1886, a government return of Māori land for Wairarapa and Tamaki nui-ā-Rua showed that approximately 215,500 acres was reserved or made inalienable for Māori. In addition, there was customary land that had not passed through the Court, being a total of 95,442 acres for 'Wairarapa West' and a portion of northern Tamaki nui-ā-Rua,

perhaps around 140,000 acres. Perhaps 450,000 acres or 18 percent, then, out of a total land area of approximately 2,500,000 acres, was still in Māori possession by the mid-1880s.

2.145 By the time of the Stout-Ngata Commission reports of 1908-1909, around 129,000 acres remained in Māori ownership in Wairarapa and the southern Bush, while approximately 124,000 acres remained in the northern Bush and coastal Tamaki nui-ā-Rua. In total, therefore, about 253,000 acres remained in Māori ownership by 1908, representing approximately 10 percent of the total region. Commission figures did not record any remaining customary land in the region.

2.146 In 1908, the Commission described Māori society and economy, observing that '[t]here appears to be very little actual farming among the Māoris [sic] in this district. Most of the younger people are working for Europeans, and the older ones are depending largely on rents for their livelihood'. They noted the desire of many Wairarapa Māori 'to begin farming on a proper basis' and underlined that 'the small remnant' of unalienated lands should be reserved for Māori occupation.

2.147 In its final report on native land generally, the Commission commented that many of the economic problems arising from under-utilised Māori land could have been solved long ago 'if the Legislature had in the past devoted more attention to making the Māori an efficient farmer and settler'.

2.148 Despite Rangitāne and other Māori in the region retaining only ten percent of their original land holdings by 1909, and despite the warnings of the Stout-Ngata Commission, the Native Land Act of 1909 removed many restrictions on alienation. In the years 1910-1919 alone, about another 13,000 acres was alienated within the Tamaki nui-ā-Rua takiwā. With such widespread alienation by the early twentieth century, Rangitāne communities increasingly eked out a precarious existence based on subsistence agriculture and labouring work for Pākehā-owned farms and businesses.

2.149 By 1939, approximately 3.5 percent of the Wairarapa and Tamaki nui-ā-Rua region remained in Māori land titles. The effect of almost total alienation by mid-century left Rangitāne communities impoverished and unable to engage in a meaningful way with a New Zealand economy based on the ownership of land and other forms of capital. This poverty contributed to human suffering and social ills, including educational underachievement, family violence and youth suicide.

2.150 Today, approximately only 2 percent of the region is owned under a Māori land title.

Public Works Takings

2.151 From the 1870s the Crown and local authorities used legislative powers to compulsorily take Rangitāne land for public purposes. There was limited, if any, consultation with Rangitāne or with Māori generally about the policy and enactment of public works legislation before the middle of the twentieth century. About 1,700 acres in total were taken from Rangitāne and other Māori over the whole region up until the year 1981. Direct consultation with all owners was uncommon until the second half of the twentieth century. In most cases it appears compensation was paid when it was due, though occasionally after significant delays.

2.152 In the 1870s and 1880s, there is no evidence of consultation with Māori owners prior to roads being constructed through the Whakataki reserve in the Castlepoint block.

2.153 The Crown compulsorily took approximately 587 acres from Rangitāne owners for railway purposes in the Seventy Mile Bush during the 1880s-90s period. Mangatainoka block railway takings alone totalled around 160 acres.

2.154 In 1888, the Crown took 16 acres of reserved land at Eketahuna for railway purposes. The Eketahuna reserve was one of the few reserves in the southern Seventy Mile Bush purchases. Compensation of £78 was paid in 1892.

2.155 In 1905, the local road board obtained a proclamation taking Māori reserve land in the Tautāne block for a road. The road was taken at the request of a neighbouring landowner, apparently to enable better access to his property from the main road (that also ran through the reserve). It appears the board did not notify or consult the Māori owners prior to the taking and did not advise the Crown's central roads department of its intentions. However it followed the statutory process set out in the public works legislation, meaning Crown officials were unable to intervene to prevent the taking. Compensation was finally paid some four years later.

Dannevirke takings

2.156 There were a number of public works takings of Māori land by both the Crown and local council in the vicinity of Dannevirke. These takings occurred mostly in the first half of the twentieth century and amounted to over 300 acres.

2.157 In 1900, the council took 3 acres for the Dannevirke gravel pit from Tahoraiti no. 2 block. Local Māori protested against the taking. Twelve years later compensation was paid to the Māori land owners. The land was not returned to Māori once the gravel pit was exhausted, and was disposed of to a private party in 1955. There is no evidence the original owners were ever approached about the return of the land, although the council was under no legal obligation to do so.

2.158 In 1904, the Crown took 10 acres of Māori land for a rifle range. There is no evidence that the Public Works Department notified the Māori landowners of its intention to take the land. The land was sold to a descendant of a former owner after 1956 when no longer required for defence purposes, even though the public works legislation of the time did not require the land to be offered back to the descendants of the original owners.

2.159 In 1911, the Crown took 38 acres at Mākirikiri for scenery preservation. Compensation was determined in 1912. In 1913, the Crown vested the reserve in the local council. Later some of the land was subdivided and leased by the council, and a small portion became a rubbish dump in 1951. Since reclassification in 1983, the land has been part scenic and part recreation reserve administered by the council.

2.160 Between 1933 and 1956, a Māori landowner, Eriata Nopera, leased 100 acres to the Dannevirke Airport Association for an aerodrome. During this period, central government agencies spent more than £13,000 developing the aerodrome. Towards the end of the lease, the council attempted to negotiate a purchase of the land, but the parties could not agree on price. The council moved to compulsorily acquire the land.

The beneficial owner at that time, Muri Paewai, objected to the taking. She wanted to keep the land to farm for herself and her family. She protested that locals using the aerodrome for aerial top-dressing would benefit from the taking, rather than the public generally. The council took the land in 1956. Compensation of £10,000 was awarded. In the 1970s and 1980s, the council expanded the aerodrome, in two cases exercising a statutory power to exchange land with neighbouring property owners without first offering these portions back to the Paewai family. These events created significant grievance for the Paewai family and the wider Rangitāne community in the Dannevirke area.

'TE TAIAO ME TE TAONGA': IMPACTS ON ENVIRONMENT AND TAONGA

2.161 The settlement of Wairarapa and Tamaki nui-ā-Rua resulted over time in significant transformation of the environment.

2.162 Following the Crown's extensive purchasing in the Seventy Mile Bush in the later nineteenth century, much of the Seventy Mile Bush was cut down to make way for agricultural uses, roading and railways along with the new towns of Norsewood, Dannevirke, Pahiatua, and Eketahuna. The Crown provided for the settlement of immigrant communities in these new towns, many from Scandinavia.

2.163 At the same time, Rangitāne kāinga (villages), and food and medicinal sources, were detrimentally affected by this loss of Te Tapere nui o Whātonga. The huia bird, highly-prized by Rangitāne, succumbed to this loss of habitat and died out. Other bird species declined in numbers. Rangitāne say their people suffered not just physically but also psychologically and spiritually from the loss of the forest and its taonga. The wildlife reserve at Pūkaha/Mt Bruce contains some of the last remnants of Te Tapere nui o Whātonga.

2.164 The felling of forests and the draining of wetlands for settlement and agriculture also led over time to the degradation of rivers and lakes, and the loss or diminution of indigenous fish species, including eel. The large-scale forest clearance was followed by the introduction of exotic grasses, crops and animals. These changes affected adversely the traditional ways of life of Rangitāne communities, including traditional food-gathering and fishing, and contributed to the loss of ancestral knowledge and tikanga (custom).

2.165 The modification of the course of the Ruamahanga river and the opening of Wairarapa Moana outlet at Lake Ōnoke, coupled with the introduction of exotic fish species, impacted adversely, over time, on seasonal fishing resources. These changes also affected detrimentally the relationship of Rangitāne communities to many of their sacred sites, including urupā (burial places).

2.166 Changes to the environment occurred under management regimes set up by the Crown which did not, until the late 1980s, provide for the recognition of Māori cultural values and practices. In particular, Crown policy until the late 1980s did not require Māori needs and values to be taken into account in the management of rivers. Crown policy in general limited the ability of Rangitāne to exercise their kaitiakitanga over their natural environment and taonga.

'TŪ MAI RĀ, RANGITĀNE': RANGITĀNE IDENTITY AND RESURGENCE

2.167 The early Crown purchase deeds of 1853 to 1865 did not include references to the tribal identity of Rangitāne in Wairarapa and Tamaki nui-ā-Rua. Many deeds did make reference to another tribal identity.

2.168 In the 1870s and 1880s, the Crown compiled 'censuses' of the Māori population that reported on aspects of iwi affiliation. In these censuses there were few references to the tribal identity of Rangitāne in the Wairarapa and Tamaki nui-ā-Rua regions. Nevertheless many leading claimants to the Native Land Court from the 1860s to the 1910s identified as Rangitāne or made claims on the basis of their Rangitāne whakapapa. Rangitāne people continued to identify as Rangitāne in their own narratives and engagements with each other, as recorded in their own whakapapa records and Māori language newspapers.

2.169 Rangitāne identity remained visible in other ways throughout the nineteenth century in Wairarapa and Tamaki nui-ā-Rua. The *Nireaha Tamaki v Baker* litigation of the 1890s gave prominence to Nireaha Tamaki and Rangitāne throughout the country, the case being framed in part on the Native Land Court's 1871 award of title for the Mangatainoka block to 'the Rangitāne tribe'. Nireaha played an important role at the Pāpāwai parliaments of Kotahitanga and became an advisory counsellor of the Rongokako Māori Council.

2.170 As the Rangitāne land base dwindled by the early twentieth century, Rangitāne struggled to maintain their relationships with their whenua and their traditional ways of life. After World War Two, tribal populations moved to towns and cities seeking work and this posed additional challenges to maintaining traditional knowledge, ways of life, and Rangitāne identity. Urbanisation also resulted in pressures towards assimilation into the surrounding Pākehā culture.

2.171 Crown-run schools, for much of the twentieth century, made little allowance for te reo Māori (Māori language) or cultural expressions, leading to further Māori alienation from their culture. In some cases, Crown schooling inflicted significant cultural and psychological harm by discouraging the speaking of te reo Māori in the school environment.

2.172 The Pāpāwai and Kaikōkirikiri Trusts Act 1943 established a new board to manage properties granted to the Anglican Church by the Crown in 1853 for educational purposes. The Act made no reference to Rangitāne, despite Rangitāne tūpuna being among those who gifted the land for these purposes. This gift and the 1943 legislation were in part facilitated by the Crown. Rangitāne consider that scholarship applicants to the trust who referred to their Rangitāne whakapapa and affiliation were disadvantaged. Governmental and parliamentary inquiries over a number of decades identified inadequacies in administration of the gifted lands.

2.173 Rangitāne considers that up until the early twentieth century, Rangitānetanga (Rangitāne traditions and culture) remained strong, a reflection of the ongoing importance of te reo Māori and tikanga Māori (Māori custom) within Rangitāne communities. However the combined effects of rapid land loss, the destruction of Te Tapere-nui-a-Whātonga (Seventy Mile Bush), the decline in te reo Māori, urbanisation and other socio-economic circumstances probably contributed to the weakening of

traditional knowledge among Rangitāne people. Rangitāne considers that this weakening of Rangitānetanga, particularly through the middle and later parts of the twentieth century, and the comparatively few references to Rangitāne identity in government records, are reasons why Rangitāne people emphasized other tribal affiliations in their dealings with the Crown.

2.174 The Māori cultural revival of the 1970s and 1980s led to Rangitāne people reasserting their identity as Rangitāne, creating intense debate within the region. Rangitāne people and marae worked to reassert their Rangitānetanga in social, cultural, political and government domains. Rangitāne consider that, during this period, some of their people felt excluded from some employment opportunities within government agencies, from access to marae and other Māori development funding, and from education scholarships and other opportunities because they identified as Rangitāne.

2.175 Despite these challenges, Rangitāne people, marae and other organisations have successfully re-established working relationships with government agencies, local government and other parties. Recent census figures indicate a resurgence of Rangitāne identity in the region.

3 ACKNOWLEDGEMENT AND APOLOGY

ACKNOWLEDGEMENT

3.1 The Crown acknowledges that it has failed to deal with the longstanding grievances of Rangitāne in an appropriate way and that recognition of these grievances is long overdue.

Crown Purchasing pre-1865

3.2 The Crown acknowledges that:

3.2.1 it threatened to end Pākehā settlement in Wairarapa unless Rangitāne sold land to the Crown and gave up the pastoral leases to settlers, which were providing Rangitāne with income and trade benefits in the 1840s and early 1850s;

3.2.2 it carried out an extensive series of purchases in the period 1853-1865 in Wairarapa and Tamaki nui-ā-Rua, and that in respect of these purchases it breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles by:

(a) failing to obtain the consent of key rights holders in the Tautāne block purchase, including Hēnare Matua, rangatira at Tautāne, who wished to retain the land;

(b) failing to adequately discharge its obligations under the 'koha' or 'five percent' clauses that were incorporated into certain purchase deeds, under which the Crown set aside funds for Māori benefit derived from on-selling the land; and

(c) failing to properly survey, set aside or protect from being taken up by settlers, lands intended to be reserved from some purchases, or unreasonably delaying issuing grants of reserves where these were promised;

3.2.3 following the sale of their land to the Crown at low prices, Rangitāne did not receive all the educational, health, and economic benefits that the Crown had led them to expect from selling their land to the Crown and from the 'koha' fund.

The Native Land Laws

3.3 The Crown acknowledges that:

3.3.1 it did not consult Rangitāne before introducing native land laws that provided for the individualisation of Māori land holdings, which had previously been held in tribal tenure;

3.3.2 the Native Land Court title determination process carried significant costs, including survey and court costs, which at times contributed to the sale of Rangitāne land;

3.3.3 the operation and impact of the native land laws in the Seventy Mile Bush or Tamaki nui-ā-Rua region, and in Wairarapa, from 1865, in particular the awarding of land to individuals and the enabling of individuals to deal with that land without reference to the iwi and hapū, made the lands of Rangitāne and its constituent hapū more susceptible to partition, fragmentation and alienation. This contributed to the erosion of the customary tribal structures of Rangitāne and its constituent hapū, which were based on collective ownership or trusteeship of land; and

3.3.4 it failed to take steps to adequately protect the traditional tribal structures of Rangitāne and its constituent hapū and that this was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.4 The Crown further acknowledges that it breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles by failing to provide a legal means for the collective administration of Rangitāne land until 1894, by which time the bulk of Rangitāne land had been alienated.

Te Tapere nui o Whātonga (Seventy Mile Bush) post-1865

3.5 The Crown acknowledges that in some cases it applied unreasonable pressure to obtain signatures in favour of sale of certain northern Seventy Mile Bush blocks, actions that were in breach of te Tiriti o Waitangi/ the Treaty of Waitangi and its principles;

3.6 The Crown acknowledges that it pressured Rangitāne rangatira and hapū to sell their interests in Mangatainoka block in the southern Seventy Mile Bush by misrepresenting loan agreements as agreements to sell the block, and unreasonably imposing monopoly powers over the whole of Mangatainoka after rejecting a Rangitāne offer to sell more than enough Mangatainoka land to repay the Crown's advances. The Crown acknowledges that it did not negotiate in good faith, and failed to actively protect Rangitāne interests, and that its conduct of negotiations for Mangatainoka breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles;

3.7 The Crown acknowledges that:

3.7.1 under the native land laws, most titles in Seventy Mile Bush were granted to ten or fewer owners;

3.7.2 Rangitāne hapū understood that, in most cases, these named owners were to act as trustees for the wider community, but the native land laws allowed the owners to sell the land granted to them without the consent of the wider community of customary owners and without their participation in the benefits of the sale;

3.7.3 although it introduced the equitable owners legislation in 1886 to remedy this situation by providing for the addition of other customary owners on legal titles, the Crown failed to ensure that this remedy could be applied to a

number of blocks, including reserve blocks, in Seventy Mile Bush. These Crown actions and omissions caused prejudice to Rangitāne and breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Political Movements

3.8 The Crown acknowledges that:

3.8.1 Rangitāne rangatira and communities were involved in collective efforts to resist land sales and the loss of iwi and hapū integrity. These movements included the Repudiation movement, Pōtangaroa's prophetic movement, the Kotahitanga parliaments, and the efforts of Nireaha Tamaki to bring Crown dealings with customary title under court scrutiny; and

3.8.2 it did not always recognise these movements nor address the grievances they raised.

Wairarapa Moana

3.9 The Crown acknowledges that:

3.9.1 for Rangitāne hapū, the Wairarapa Lakes and their associated waterways and wetlands were a taonga and an abundant source of food and other customary resources;

3.9.2 in 1896 the Crown addressed settlers' concerns about the flooding of agricultural land by securing a transfer of the Wairarapa Lakes from Rangitāne and other Wairarapa Māori;

3.9.3 it failed to meet its obligations under the Lakes agreement to provide ample reserves in the vicinity of the Lakes and provided instead remote and inaccessible land north of Lake Taupō, at Pouākani, after a delay of two decades; and

3.9.4 its accumulated acts and omissions in relation to the Lakes agreement breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Public Works Takings

3.10 The Crown acknowledges that:

3.10.1 there was limited, if any, consultation with Rangitāne or with Māori generally about the policy and enactment of public works legislation before the middle of the twentieth century;

3.10.2 consultation with Rangitāne communities prior to some takings was negligible or absent;

3.10.3 land taken for public works was in some cases disposed of to a third party rather than offered back to the original Rangitāne owners; and

3.10.4 Rangitāne communities have suffered land loss through public works takings and these losses have in many instances created a sense of grievance within Rangitāne communities that is still held today.

Landlessness and Socio-economic Impacts

3.11 The Crown acknowledges that:

3.11.1 the cumulative effect of Crown purchasing, the native land laws, public works takings, and other forms of alienation, left Rangitāne with insufficient land by 1900 to engage meaningfully with the colonial economy or to provide for their future needs in the twentieth century;

3.11.2 Rangitāne communities are virtually landless today; and

3.11.3 its failure to ensure Rangitāne retained sufficient land for their socio-economic needs caused real and lasting prejudice to Rangitāne communities and was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.12 The Crown further acknowledges that Rangitāne communities have suffered from social deprivation and disadvantage for too long.

Loss of Environment or Taonga

3.13 The Crown acknowledges that:

3.13.1 Rangitāne consider their lands, mountains, rivers, wetlands and lakes as taonga, as part of their identity, as significant sources of food and other resources, and as integral to their spiritual and material well-being;

3.13.2 this Rangitāne environment has been degraded over time through deforestation, introduction of exotic species and pests, agricultural and industrial waste, road works and drainage works, and these changes have detrimentally affected the relationship of Rangitāne communities to many of their urupā (burial places) and sacred sites and have been a source of distress and grievance for Rangitāne; and

3.13.3 historic environmental legislation before the late 1980s did not provide for the recognition of Māori cultural values and practices and limited the ability of Rangitāne to exercise kaitiakitanga (or stewardship) over their natural environment or taonga.

Te Tapere nui o Whātonga (or Seventy Mile Bush)

3.14 The Crown acknowledges that:

3.14.1 the ancient forest formerly covering the western part of the Tamaki nui-ā-Rua region and the north-western part of the Wairarapa region, and known as 'Te Tapere nui o Whātonga', was a taonga of great significance to Rangitāne communities and was a key source of Rangitāne's spiritual and material well-being;

3.14.2 large-scale Crown purchasing and settlement in this area resulted in primarily agricultural land uses and the almost total loss of this forest taonga and resource, along with many indigenous species, among these the highly-prized huia bird; and

3.14.3 the loss of these taonga deprived Rangitāne of an important link to the tikanga and way of life of their ancestors, and has been a source of distress and grievance for Rangitāne.

Impacts on Culture and Identity

3.15 The Crown acknowledges that the Rangitāne experience of large-scale land loss in the nineteenth century, urbanisation in the twentieth century, and the state education system that discouraged the use of te reo Māori, contributed significantly to Rangitāne struggling to maintain their traditional marae communities and becoming alienated from their own cultural traditions and language.

3.16 The Crown acknowledges that:

3.16.1 it has been a source of distress and grievance for Rangitāne that they were not named in the 1943 legislation that governs the administration of land at Pāpāwai and Kaikōkirikiri that was gifted by Rangitāne and other Wairarapa rangatira to the Anglican Church for the purpose of schools; and

3.16.2 inadequacies in the administration of the gifted lands identified by various governmental and parliamentary inquiries were not remedied by legislative or other means for many decades, and these inadequacies and delays were an ongoing source of grievance in Rangitāne communities.

3.17 The Crown acknowledges Rangitāne as an iwi of Wairarapa and Tamaki nui-ā-Rua regions. The Crown acknowledges that its former limited recognition of Rangitāne contributed to the challenges experienced by Rangitāne in maintaining a distinct iwi presence from 1840 to the present. The Crown further acknowledges the efforts of Rangitāne, especially from the 1980s, to re-establish its identity in the region, including with Crown agencies and local authorities.

APOLOGY

3.18 The Crown recognises the efforts of the ancestors of Rangitāne in pursuit of redress and justice for the Crown's wrongs, and offers this apology to Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua, to their ancestors and to their descendants.

3.19 The Crown is deeply sorry for its many breaches of te Tiriti o Waitangi/the Treaty of Waitangi and its principles, and for the effect that these breaches have caused to generations of Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua.

3.20 The Crown sincerely regrets that on a number of occasions it failed to negotiate in good faith and actively protect Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua interests when purchasing land in their takiwā.

3.21 The Crown profoundly regrets that it failed to actively protect the tribal structures of Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua after it promoted native land legislation which individualised their previously tribal land tenure.

3.22 The Crown deeply regrets that Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua did not experience the prosperity the Crown led them to expect when it pressured them to sell large areas of land before 1865. The Crown sincerely apologises that it failed in its Treaty duty to protect them from being left virtually landless, and they have for too long experienced socio-economic deprivation and disadvantage.

3.23 The Crown deeply regrets the prejudice Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua have suffered from the degradation of lakes and rivers, the felling of Te Tapere Nui o Whātonga (the Seventy Mile Bush), and the loss of taonga such as the huia.

3.24 The Crown regrets that its former limited recognition of Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua contributed to the challenges experienced by Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua in maintaining a distinct iwi presence from 1840 to the present.

3.25 The Crown unreservedly apologises for not respecting the rangatiratanga of Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua and for not having honoured its obligations to Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua under te Tiriti o Waitangi/the Treaty of Waitangi.

3.26 Through this settlement and this apology, the Crown seeks to restore its honour and atone for its wrongs to the whānau and hapū of Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua by easing the burden of grievance that has been carried for generations. The Crown looks forward to developing a new relationship with Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua that has mutual trust and respect for te Tiriti/the Treaty and its principles as its foundation.

4 SETTLEMENT

ACKNOWLEDGEMENTS

4.1 Each party acknowledges that –

4.1.1 the other parties have acted honourably and reasonably in relation to the settlement; but

4.1.2 full compensation of Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua is not possible; and

4.1.3 Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua intend their foregoing of full compensation to contribute to New Zealand's development; and

4.1.4 the settlement is intended to enhance the ongoing relationship between Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua and the Crown (in terms of the Treaty of Waitangi, its principles, and otherwise).

4.2 Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua acknowledge that, taking all matters into consideration (some of which are specified in clause 4.1), the settlement is fair in the circumstances.

SETTLEMENT

4.3 Therefore, on and from the settlement date, –

4.3.1 the historical claims are settled; and

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

4.3.3 the settlement is final.

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

REDRESS

4.5 The redress, to be provided in settlement of the historical claims, –

4.5.1 is intended to benefit Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua collectively; but

4.5.2 may benefit particular members, or particular groups of members, of Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua if the governance entity so determines in accordance with the governance entity's procedures.

IMPLEMENTATION

4.6 The settlement legislation will, on the terms provided by sections 15 to 20 of the draft settlement bill, –

4.6.1 settle the historical claims; and

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

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

(a) to a redress property, if settlement of that property has been effected, or any RFR land; or

(b) for the benefit of Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua or a representative entity; and

4.6.4 require any resumptive memorial to be removed from a computer register for, a redress property if settlement of that property has been effected, or any RFR land; and

4.6.5 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 Rangitāne Tū Mai Rā Trust, being the governance entity, may hold or deal with property; and

(ii) the Rangitāne Tū Mai Rā Trust may exist; and

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

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

5 CULTURAL REDRESS

OVERLAY CLASSIFICATION

5.1 The settlement legislation will, on the terms provided by sections 42 to 56 of the draft settlement bill, –

5.1.1 declare each of the following areas to be overlay areas subject to an overlay classification:

(a) Haukōpuapua Scenic Reserve (as shown on deed plan OTS-204-13):

(b) Pukaha / Mount Bruce National Wildlife Centre Reserve (as shown on deed plan OTS-204-14):

(c) Pukaha / Mount Bruce Scenic Reserve (as shown on deed plan OTS-204-14); and

5.1.2 provide the Crown's acknowledgement of the statement of Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua values in relation to each of the areas; and

5.1.3 require the New Zealand Conservation Authority, or a relevant conservation board, –

(a) when considering a conservation management strategy, conservation management plan or national park management plan, in relation to an area, to have particular regard to the statement of Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua values, and the protection principles, for the area; and

(b) before approving a conservation management strategy, conservation management plan or national park management plan, in relation to an area, to –

(i) consult with the governance entity; and

(ii) have particular regard to its views as to the effect of the document on the statement of Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua values, and the protection principles, for the area; and

5.1.4 require the Director-General of Conservation to take action in relation to the protection principles; and

5.1.5 enable the making of regulations and bylaws in relation to the areas.

5.2 The statement of Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua values, the protection principles, and the Director-General's actions are in part 1 of the documents schedule.

STATUTORY ACKNOWLEDGEMENT

5.3 The settlement legislation will, on the terms provided by sections 27 to 35 and 37 to 39 of the draft settlement bill, –

5.3.1 provide the Crown's acknowledgement of the statements by Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua of their particular cultural, spiritual, historical, and traditional association with the following areas:

(a) Akitio River and its tributaries (as shown on deed plan OTS-204-02):

(b) Coastal Marine Area (as shown on deed plan OTS-204-03):

(c) Lowes Bush Scenic Reserve (as shown on deed plan OTS-204-07):

(d) Manawatū River (with recorded name Manawatu River) and its tributaries within the Area of Interest (as shown on deed plan OTS-204-04):

(e) Oumakura Scenic Reserve (as shown on deed plan OTS-204-08):

(f) Pukeahurangi / Jumbo (as shown on deed plan OTS-204-09):

(g) Pukeamoamo / Mitre (as shown on deed plan OTS-204-10):

(h) Rewa Bush Conservation Area (as shown on deed plan OTS-204-11):

(i) Ruamahanga River and its tributaries (as shown on deed plan OTS-204-05):

(j) Wainui River and its tributaries (as shown on deed plan OTS-204-06); and

5.3.2 require relevant consent authorities, the Environment Court, and Heritage New Zealand Pouhere Taonga to have regard to the statutory acknowledgement; and

5.3.3 require relevant consent authorities to forward to the governance entity:

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

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

5.3.4 enable the governance entity, and any member of Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua, to cite the statutory acknowledgement as evidence of the Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua association with an area.

5.4 The statements of association are in part 2 of the documents schedule.

DEEDS OF RECOGNITION

5.5 The Crown must, by or on the settlement date, provide the governance entity 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:

5.5.1 Lowes Bush Scenic Reserve (as shown on deed plan OTS-204-07):

5.5.2 Oumakura Scenic Reserve (as shown on deed plan OTS-204-08):

5.5.3 Pukeahurangi / Jumbo (as shown on deed plan OTS-204-09):

5.5.4 Pukeamoamo / Mitre (as shown on deed plan OTS-204-10):

5.5.5 Rewa Bush Conservation Area (as shown on deed plan OTS-204-11).

5.6 Each area that a deed of recognition relates to includes only those parts of the area owned and managed by the Crown.

5.7 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, –

5.7.1 consult the governance entity; and

5.7.2 have regard to its views concerning the Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua association with the area as described in a statement of association.

PROTOCOLS

5.8 Each of the following protocols must, by or on the settlement date, be signed and issued to the governance entity by the responsible Minister:

5.8.1 the taonga tūturu protocol:

5.8.2 the Crown minerals protocol.

5.9 A protocol sets out how the Crown will interact with the governance entity with regard to the matters specified in it.

FORM AND EFFECT OF DEEDS OF RECOGNITION AND PROTOCOLS

5.10 Each deed of recognition and protocol will be –

5.10.1 in the form in parts 3 and 4 of the documents schedule respectively; and

5.10.2 issued under, and subject to, the terms provided by sections 21 to 27 and 36 to 39 of the draft settlement bill.

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

RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

5.12 The Department of Conservation and the governance entity must, by or on the settlement date, sign a relationship agreement.

5.13 The relationship agreement sets out how the Department of Conservation will interact with the governance entity with regard to the matters specified in it.

5.14 The relationship agreement will be in the form in part 5 of the documents schedule.

RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

5.15 The Ministry for the Environment and the governance entity must by, or on the settlement date, sign a relationship agreement.

5.16 The relationship agreement sets out how the Ministry for the Environment will interact with the governance entity with regard to the matters specified in it.

5.17 The relationship agreement will be in the form in part 6 of the documents schedule.

MINISTRY FOR PRIMARY INDUSTRIES LETTER OF RECOGNITION

5.18 The Director-General for Primary Industries must, by or on the settlement date, write a letter to the governance entity in the form set out in part 7 of the documents schedule outlining how Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua will have input into sustainability processes and decisions covering fisheries resources, and how Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua will be consulted on policy development led, and work undertaken, by the Ministry for Primary Industries, as these directly affect the area of interest.

LETTERS OF INTRODUCTION

5.19 By or on the settlement date the Minister for Treaty of Waitangi Negotiations will write a letter to each of the following ministries and departments, to provide a platform for better engagement between the governance entity and each Crown agency:

5.19.1 Ministry of Education:

5.19.2 Ministry of Social Development.

5.20 By or on the settlement date, the Director of the Office of Treaty Settlements will write a letter of introduction to each of the following entities, agencies and local authorities, to introduce the governance entity, and encourage each entity, agency and local authority to enhance their relationship with the governance entity:

5.20.1 Carterton District Council:

5.20.2 Central Hawke's Bay District Council:

5.20.3 Hawke's Bay Regional Council:

5.20.4 Horizons Regional Council:

5.20.5 Hutt Valley District Health Board:

5.20.6 Masterton District Council:

5.20.7 Mid Central District Health Board:

5.20.8 South Wairarapa District Council:

5.20.9 Tararua District Council:

5.20.10 Wairarapa District Health Board:

5.20.11 Wellington Regional Council.

CULTURAL REDRESS PROPERTIES

5.21 The settlement legislation will vest in the governance entity on the settlement date –

In fee simple

5.21.1 the fee simple estate in each of the following sites:

(a) Te Taumata property:

(b) Wi Waka property; and

In fee simple together with an easement

5.21.2 the fee simple estate in Kumeti Road property, together with the Minister of Conservation, by or on the settlement date, providing the governance entity

with a registrable right of way easement in relation to that site in the form set out in part 8.2 of the documents schedule; and

In fee simple subject to an easement

5.21.3 the fee simple estate in each of the following sites:

(a) Rongokaha property, subject to the Minister of Conservation by or on the settlement date, providing the Wellington Regional Council with a registrable easement in gross for a right to install, access and operate an environmental monitoring station in relation to that site in the form set out in part 8.3 of the documents schedule; and

(b) Hāmua property, subject to the governance entity granting a registrable easement in gross for a right to access and maintain a monument in favour of the Tararua District Council in relation to that site in the form set out in part 8.1 of the documents schedule; and

As a recreation reserve together with an easement

5.21.4 the fee simple estate in Te Punanga property as a recreation reserve, together with the Minister of Conservation, by or on the settlement date, providing the governance entity with a registrable right of way easement in relation to that site in the form in part 8.4 of the documents schedule; and

As a scenic reserve subject to an easement

5.21.5 the fee simple estate in each of the following sites as a scenic reserve, subject to the governance entity providing a registrable easement in gross for a right of way in relation to that site in the form in part 8.5 of the documents schedule:

(a) Māharahara Peak property:

(b) Matanginui Peak property.

5.22 Each cultural redress property is to be –

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

5.22.2 vested on the terms provided by –

(a) sections 61 to 85 of the draft settlement bill; and

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

5.22.3 subject to any encumbrances, or other documentation, in relation to that property –

(a) required by clause 5.21 to be provided by the governance entity; or

(b) required by the settlement legislation; and

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

5.23 The governance entity acknowledges the memorial oak and rhododendron trees on the Hāmua property are of significance to the local Hāmua Community. The governance entity will take reasonable steps to protect the health of the memorial trees. This commitment does not oblige the governance entity to actively preserve the memorial trees and does not prevent it from undertaking any activity a legal owner is entitled to undertake on the property.

VESTING AND GIFT BACK

5.24 In clause 5.25, **vesting and gift back site** means each of Pukaha / Mount Bruce National Wildlife Centre Reserve and Pukaha / Mount Bruce Scenic Reserve (both shown on OTS-204-26).

5.25 The settlement legislation will, on the terms provided by sections 84 and 85 of the draft settlement bill, provide that –

5.25.1 the fee simple estate in each vesting and gift back site vests in the governance entity on the first 1 May that falls after the settlement date; and

5.25.2 on the seventh day after the vesting of each vesting and gift back site in the governance entity, the fee simple estate in each vesting and gift back site vests in the Crown as a gifting back to the Crown by the governance entity for the people of New Zealand; and

5.25.3 despite the vestings under clauses 5.25.1 and 5.25.2 –

(a) each vesting and gift back site remains a reserve under the Reserves Act 1977 and that Act continues to apply to the vesting and gift back sites as if the vestings had not occurred; and

(b) any enactment, instrument or interest that applied to a vesting and gift back site immediately before the vesting date continues to apply to it as if the vestings had not occurred; and

(c) to the extent that an overlay classification applies to a vesting and gift back site immediately before the vesting date, it continues to apply to it as if the vestings had not occurred; and

(d) the Crown retains all liability for the vesting and gift back sites as if the vestings had not occurred; and

(e) the role of Pukaha Mount Bruce Board Incorporated in relation to the vesting and gift back sites is not changed; and

5.25.4 the vestings under clauses 5.25.1 and 5.25.2 are not affected by Part 4A of the Conservation Act 1987, section 11 or Part 10 of the Resource Management Act 1991, sections 10 or 11 of the Crown Minerals Act 1991, or any other enactment that relates to the land.

MANAWATŪ RIVER ADVISORY BOARD

5.26 The parties record that the Rangitāne o Manawatu draft settlement bill –

5.26.1 if enacted, will establish a statutory board known as the Manawatū River advisory board; and

5.26.2 has been introduced to the House of Representatives.

5.27 The settlement legislation will, on the terms provided by section 41 of the draft settlement bill, provide that –

5.27.1 the governance entity may appoint a member to the Manawatū River advisory board; and

5.27.2 clause 5.27.1 comes into effect if the Rangitāne o Manawatu draft settlement bill is enacted and establishes the Manawatū River advisory board.

5.28 The Crown is not in breach of this deed if the Manawatū River advisory board is not established including because the Rangitāne o Manawatu draft settlement bill is not enacted.

OFFICIAL GEOGRAPHIC NAMES

5.29 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.

Existing name	Official Geographic name	NZTopo50 sheet and grid references	Geographic feature type
Rimutaka Range	Remutaka Range	BQ32 605124 - BP33 872456	Range
Rimutaka Stream	Remutaka Stream	BP33 864465 - BP33 852504	Stream
Rimutaka	Remutaka	BP33 872456	Hill
Otahoua	Ōtahuao	BP35 318603	Hill
Mitre	Pukeamoamo / Mitre	BN34 073807	Hill
Jumbo	Pukeahurangi / Jumbo	BP34 048747	Hill
Bruces Hill (informally known as Mt Bruce No 2)	Pukaha / Mount Bruce	BN34 229862	Hill

5.30 The settlement legislation will provide for the official geographic names on the terms provided by sections 57 to 60 of the draft settlement bill.

CHANGE OF NAMES OF SITES WITHIN CONSERVATION LAND

5.31 The settlement legislation will, on the terms provided by section 58 of the draft settlement bill, provide a new name to each of the following Crown protected areas:

5.31.1 Haukopua Scenic Reserve is changed to Haukōpuapua Scenic Reserve;

5.31.2 Mount Bruce National Wildlife Centre Reserve is changed to Pukaha / Mount Bruce National Wildlife Centre Reserve;

5.31.3 Mount Bruce Scenic Reserve is changed to Pukaha / Mount Bruce Scenic Reserve; and

5.31.4 Rimutaka Forest Park is changed to Remutaka Forest Park.

CULTURAL REDRESS GENERALLY NON-EXCLUSIVE

5.32 Where cultural redress is non-exclusive, 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.

5.33 However, the Crown must not enter into another settlement that provides for the same redress as in clauses 5.21 and 5.25.

6 FINANCIAL AND COMMERCIAL REDRESS

FINANCIAL REDRESS

6.1 The Crown must pay the governance entity on the settlement date $16,982,000, being the financial and commercial redress amount of $32,500,000 less –

6.1.1 $4,062,500 being the value of the nominated shares in Genesis Energy Limited transferred to the trustees of the Rangitāne Tū Mai Rā Trust on 16 April 2014 in accordance with the Genesis deed recording on account arrangements; and

6.1.2 $6,500,000 being the on-account payment that was paid on 7 May 2014 to the trustees of the Rangitāne Tū Mai Rā Trust on account of the settlement; and

6.1.3 $4,955,500 being the total transfer values of the commercial redress properties.

COMMERCIAL REDRESS PROPERTIES

6.2 Each commercial redress property is to be –

6.2.1 transferred by the Crown to the governance entity on the settlement date –

(a) as part of the redress to settle the historical claims, and without any other consideration to be paid or provided by the governance entity or any other person; and

(b) on the terms of transfer in part 4 of the property redress schedule; and

6.2.2 as described, and is to have the transfer value provided, in part 3 of the property redress schedule.

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

LICENSED LAND

6.4 The settlement legislation will, on the terms provided by sections 89, 90 and 92 to 97 of the draft settlement bill, provide for the following in relation to a commercial redress property that is licensed land:

6.4.1 its transfer by the Crown to the governance entity:

6.4.2 it to cease to be Crown forest land upon registration of the transfer:

6.4.3 the governance entity to be, from the settlement date, in relation to the licensed land, –

(a) a confirmed beneficiary under clause 11.1 of the Crown forestry rental trust deed; and

(b) entitled to the rental proceeds since the commencement of the Crown forestry licence:

6.4.4 the Crown to give notice under section 17(4)(b) of the Crown Forest Assets Act 1989 terminating the Crown forestry licence, in so far as it relates to the licensed land, at the expiry of the period determined under that section, as if –

(a) the Waitangi Tribunal had made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the licensed land to Māori ownership; and

(b) the Waitangi Tribunal's recommendation became final on the settlement date:

6.4.5 the governance entity to be the licensor under the Crown forestry licence, as if the licensed land had been returned to Māori ownership on the settlement date under section 36 of the Crown Forest Assets Act 1989, but without section 36(1)(b) applying:

6.4.6 for rights of access to areas that are wāhi tapu.

SETTLEMENT LEGISLATION

6.5 The settlement legislation will, on the terms provided by sections 89 to 94 of the draft settlement bill, enable the transfer of the commercial redress properties.

IWI STATEMENT OF AGREEMENT REGARDING ACCESS TO WĀHI TAPU

6.6 Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua acknowledge that they and and Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua have traditions and customs associated with wāhi tapu (known and unknown) across Ngāumu Forest. Rangitāne o Wairarapa, Rangitāne o Tamaki nui-ā-Rua and Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua have agreed that they will enter into a rangatira to rangatira, kanohi to kanohi agreement setting out how each iwi will exercise their statutory rights of access to wāhi tapu within the area of Ngāumu Forest that is to be transferred to the other in order to ensure that both iwi will continue to be able to give effect to their tikanga obligations.

RFR FROM THE CROWN

6.7 The governance entity is to have a right of first refusal in relation to a disposal of RFR land, being land listed in the attachments as RFR land that, on the settlement date, –

6.7.1 is vested in the Crown; or

6.7.2 the fee simple for which is held by the Crown.

6.8 The right of first refusal is –

6.8.1 to be on the terms provided by sections 99 to 126 of the draft settlement bill; and

6.8.2 in particular, to apply –

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

(b) only if the RFR land is not being disposed of in the circumstances provided by sections 109 to 116 or under a matter referred to in section 119(1) of the draft settlement bill.

[**Note A:**

- **Rangitāne o Wairarapa and Rangitāne Tamaki nui-ā-Rua may select up to 6 deferred selection properties (DSP) from the list of 16 Ministry of Justice (Landbank) properties below.**
- **If selected, the signing version of the deed will contain DSP drafting for a 2 year selection period and on terms provided in recent Treaty settlements.**
- **In addition to the land currently listed in the attachments as Right of First Refusal (RFR) land, Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua may select up to a further 15 RFR properties from the list of properties below titled "Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua – Enhancement RFR Selection" (Enhancement RFR Properties).**
- **If Enhancement RFR Properties are selected by the date specified in bullet point 5 below the signing version of the deed will be amended so as to set out the information relating to each selected property, including the property name, legal description and landholding agency in the list of RFR land in Part 5 of the attachments.**
- **Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua must notify the Office of Treaty Settlements in writing of its selection within 30 business days, commencing on the day after this deed is initialled, otherwise the additional redress will be withdrawn. Unless the parties mutually agree to extend the timeframe for selection under this clause, the additional redress will be withdrawn after the 30 day period ceases.**
- **These drafting notes will be removed from the signing version of this deed.**

Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua – Enhancement DSP Selection

Note B: Redress offered is to select up to 6 Ministry of Justice (Landbank) from this list, to be added to the deed as deferred selection properties before the deed is signed.

Property	Description	Land holding agency
Ex Nurses Rooms – Woodville PF 1097	0.0415 hectares, more or less, being Lot 1 DP 15776. All computer freehold register HBH3/384.	Ministry of Justice (Landbank)
Former Hopelands School – Woodville PF 834	1.4262 hectares, more or less, being Lots 1 and 2 DP 25031. All computer freehold register HBV3/944.	Ministry of Justice (Landbank)
Bare rural land – Ngawapurua PF 1857	23.1369 hectares, more or less, being Sections 1 and 2 SO 436167. All computer freehold register 585376.	Ministry of Justice (Landbank)
Bare rural land – Ngawapurua PF 1858	1.5372 hectares, more or less, being Section 4 SO 436167. All computer freehold register 585377.	Ministry of Justice (Landbank)
Bare rural land – Ngawapurua PF 1859	6.0826 hectares, more or less, being Section 5 SO 436167 and Part Mangatainoka 1BC4. All computer freehold register 585378.	Ministry of Justice (Landbank)
Industrial lease – Ruawhata Road – Mangatainoka PF 926	1.5790 hectares, more or less, being Lot 1 DP 74915. All computer freehold register WN42B/905.	Ministry of Justice (Landbank)
Rural land – State Highway 2 – Mangatainoka PF 1108	2.0234 hectares, more or less, being Section 103 Block XIV Mangahao Survey District.	Ministry of Justice (Landbank)
Former School & House – Princess Street – Mangamutu PF 1428	1.4960 hectares, more or less, being Lot 2 DP 73917. All computer freehold register 85804. 0.5868 hectares, more or less, being Section 36 Scarborough Suburban. All computer freehold register 51410. 0.2023 hectares, more or less, being Sections 1, 2 and 3 Block VII Town of Scarborough. All computer freehold register 51411.	Ministry of Justice (Landbank)

5 bedroom dwelling – Albert Street – Pahiatua PF 1293	0.1026 hectares, more or less, being Lot 1 DP 88711. All computer freehold register WN56B/474.	Ministry of Justice (Landbank)
Former Makomako School – Makomako PF 1690	1.1128 hectares, more or less, being Section 102B Block VI Mangahao Survey District. All computer freehold register 395482.	Ministry of Justice (Landbank)
Bare land – Bridge Road – Konini PF 1058	0.7817 hectares, more or less, being Lot 2 DP 83753. All *Gazette* notice B623670.2.	Ministry of Justice (Landbank)
Bare land – Bridge Road – Konini PF 1059	5.3621 hectares, more or less, being Section 36 Block XI Mangahao Survey District. All computer freehold register WN486/197.	Ministry of Justice (Landbank)
3 bedroom house – Tutaekara Road – Mangamaire PF 1154	0.6250 hectares, more or less, being Subdivision 4 Section 8 Block XIV Mangahao Survey District, and Part Subdivision 5 Section 8 Block XIV Mangahao Survey District. All computer freehold register WN54C/264. 0.2427 hectares, more or less, being Lots 1, 2 and 3 DP 17369. All computer freehold register WN54C/265.	Ministry of Justice (Landbank)
Bare rural land – Tutaekara Road – Mangamaire PF 1167	1.6187 hectares, more or less, being Section 7 Block XIV Mangahao Survey District.	Ministry of Justice (Landbank)
Bare rural land – Parkville Road – Eketahuna PF 1258	4.0974 hectares, more or less, being Section 32 Block IX Mangaone Survey District. All *Gazette* notice B759184.1.	Ministry of Justice (Landbank)
Bare land – Bowen Road – Hastwell PF 1060	5.0181 hectares, more or less, being Section 64 Hastwell Village. All *Gazette* notice B67582.1.	Ministry of Justice (Landbank)

Bare land – Opaki Kaiparoro Road – Hastwell PF 1061	1.7849 hectares, more or less, being Lot 2 DP 30287. All *Gazette* notice 821921.	Ministry of Justice (Landbank)

Rangitāne o Wairarapa and_Rangitāne o Tamaki nui-ā-Rua – Enhancement RFR Selection

Note C: Redress offered is to select up to 15 of the properties listed below to be included in the Rangitāne deed of settlement as right of first refusal properties.

Property/Property ID	Address	Legal Description	Land holding agency
Papatawa School, Woodville	262 Valley Road, Woodville	1.2141 hectares, more or less, being Lot 1 DP 4555. All computer freehold register HBC2/94. 0.6412 hectares, more or less, being Lot 1 DP 369254. All computer freehold register 281473.	Ministry of Education
Woodville School, Woodville	Ross Street, Woodville	0.8093 hectares, more or less, being Part Suburban Section 14 Woodville. Part *Gazette* 1877, p 1136. 1.0099 hectares, more or less, being Part Suburban Section 14 Woodville and Lots 1 and 2 DP 4326. All *Gazette* 1916, p 3059. 0.1080 hectares, more or less, being Lot 3 DP 4326. All computer freehold register HB82/79. 0.2023 hectares, more or less, being Lot 4 DP 4326. All *Gazette* 1924, p 745. 1.3751 hectares, more or less, being Lots 5, 6, 7 and 8 DP 4326. All *Gazette* 1924, p 454.	Ministry of Education
Mangatainoka School, Mangatainoka	2 Makuri Street, Mangatainoka	4.5628 hectares, more or less, being Sections 36 and 54 Block IV Mangahao Survey District. All computer freehold register WN29A/54.	Ministry of Education

Ballance School, Pahiatua	15 Post Office Road, Pahiatua	0.8094 hectares, more or less, being Sections 101 and 103 Town of Ballance. Part *Gazette* 1891, p 771.	Ministry of Education
Hillcrest School, Pahiatua	42 Princess Street, Pahiatua	2.3345 hectares, more or less, being Section 77 Block VIII Mangahao Survey District. All computer freehold register WND1/1192.	Ministry of Education
Makuri School, Makuri	5 Titoki Road, Makuri	0.7840 hectares, more or less, being Section 44 Town of Makuri. Part *Gazette* 1898, p 1780.	Ministry of Education
Pahiatua School, Pahiatua	21 Albert Street, Pahiatua	1.3050 hectares, more or less, being Lots 2 and 3 DP 11894, Part Lot 1 DP 281, Part Lot 220 DP 377, Lots 132 and 133 DP 305 and Part Lots 125, 126, 127 and 128 DP 305. All *Gazette* 1948, p 1142. 0.1537 hectares, more or less, being Part Lots 128 and 129 DP 305. All *Gazette* 1953, p 1756. 0.1702 hectares, more or less, being Part Lots 125, 126, 127 and 128 DP 305. All *Gazette*1954, p 5. 0.0997 hectares, more or less, being Part Lots 126 and 127 DP 305. All computer freehold register WN284/296. 0.1225 hectares, more or less, being Part Lots 4 and 5 DP 11894. All *Gazette* 1976, p 1977. 0.4925 hectares, more or less, being Part Lot 125A DP 305 and Part Lot 1 DP 11538. All *Gazette* 1978, p 3355.	Ministry of Education

Tararua College, Pahiatua	Churchill Street, Pahiatua	7.0012 hectares, more or less, being Lot 2 DP 445084. All computer freehold register 559090. 0.4039 hectares, more or less, being Lot 2 DP 88711. All computer freehold register WN56B/475. 0.4046 hectares, more or less, being Lots 25 and 26 DP 292. Part *Gazette* 1966, p 853. 0.2825 hectares, more or less, being Lots 27, 28 and 29 DP 292. All *Gazette* 1969, p 283.	Ministry of Education
Alfredton School, Eketahuna	15207 Route 52, Eketahuna	3.2502 hectares, more or less, being Part Section 219 Block XII Mangaone Survey District. All computer interest register 17300 (part cancelled).	Ministry of Education
Eketahuna School, Eketahuna	Albert Street, Eketahuna	0.2023 hectares, more or less, being Lots 52 and 53 DP 421. All *Gazette* 1968, p 869. 1.4164 hectares, more or less, being Lots 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64 and 65 DP 421 and Part Section 12 Eketahuna Settlement. All *Gazette* 1929, p 1694. 0.4047 hectares, more or less, being Lots 66, 67, 68 and 69 DP 421. All *Gazette* 1967, p 2165.	Ministry of Education
Mauriceville School, Mauriceville	1378 Opaki Kaiparoro Road, Mauriceville	0.9255 hectares, more or less, being Sections 92, 93, 94 and 95 Mauriceville Settlement. All *Gazette* 1892, p 1155.	Ministry of Education
NZTA - 4750	State Highway 2, Woodville	0.0221 hectares, more or less, being Section 35 SO 320656. All computer interest register 431998.	New Zealand Transport Agency
NZTA - 4748	State Highway 2, Eketahuna	1.3976 hectares, more or less, being Section 2 SO 32779. All computer interest register 27405.	New Zealand Transport Agency

Woodville - House	Vogel Street, Woodville	0.1011 hectares, more or less, being Lot 2 DP 352. All computer freehold register HBE4/708.	New Zealand Police
Woodville – Station and House	Vogel Street, Woodville	0.2818 hectares, more or less, being Suburban Section 52 Woodville. All *Gazette* notice 394617.1.	New Zealand Police
Pahiatua – Station and Houses	Main Street, Pahiatua	0.0651 hectares, more or less, being Lot 1 DP 489025. All computer freehold register 702619. 0.0803 hectares, more or less, being Lot 2 DP 489025. All computer freehold register 702620. 0.0965 hectares, more or less, being Lot 3 DP 489025. All computer freehold register 702621.	New Zealand Police
Pahiatua - House	Huxley Street, Pahiatua	0.0660 hectares, more or less, being Lot 3 DP 45035. All computer freehold register WN16B/1143.	New Zealand Police
Pahiatua - House	Titoki Street, Pahiatua	0.0628 hectares, more or less, being Lot 6 DP 49142. All computer freehold register WN21D/166.	New Zealand Police
Eketahuna – Station and House	Bengston Street, Eketahuna	0.1012 hectares, more or less, being Lot 7 DP 92. All computer freehold register WN41/187.	New Zealand Police
2708478/11422 2708477/11421 2708545/11490 2708481/11425 2708480/11424 2708475/11419 2708476/11420 2708550/11495	Station Street, Woodville	14.31 hectares, approximately, being Railway Land next to Part Lot 1 DP 23250, Lot 194 DP 46, Lot 2 DP 4631 and Part Rural Section 75 Woodville. Defined as; Part Rail Land shown on attachment 1 and 2 as 11422 (A), 11421 (B), 11490 (C), 11425 (D), 11424 (E), 11419 (F), 11420 (G) and 11495 (H).	Land Information New Zealand
2714190/17262	251 Bluff Road, Woodville	4.7803 hectares, more or less, being Section 31A Block IX Woodville Survey District.	Land Information New Zealand

2708512/11456	Corner of Normanby Street and Station Street	0.08 hectares approximately, being Part Railway Land next to Lot 2 DP 26735 and Lot 56 DP 489. Shown on attachment 3 as 11456 (I).	Land Information New Zealand
2708474/11418	Railway Land Between 481-509 Range Road, Ngawapurua	2.63 hectares, approximately, being Part Railway Land defined as Section 200 Block VIII Woodville Survey District, next to Lot 1 DP 27651 and Part Section 6 Block VIII Woodville Survey District. Shown on attachment 4 and 5 as 11418 (J).	Land Information New Zealand
2708472/11416 2708473/11417 2708471/11415	Corner of State Highway 2 and Bluff Road, Ngawapurua	12.7476 hectares, more or less, being Part Rural Sections 173 and 174 Woodville. All *Gazette* 1906, p 2224. Shown on attachment 5 as 11416 (K). 4.11 hectares, approximately, being Railway Land next to Rural Section 217 Woodville and Section 14 Block VIII Woodville Survey District. Shown on attachment 5 as 11417 (L) and 11415 (M).	Land Information New Zealand
2716129/19229	Part Dry Riverbed of the Manawatu River at Bluff Road, Woodville.	18.00 hectares, approximately, being part dry Riverbed next to Section 19 Block VIII Woodville Survey District.	Land Information New Zealand
2708889/11835	Part Dry Riverbed of Mangatainoka River between Bourkes Road and Hendersons Road, Pahiatua	2.53 hectares, approximately, being Part Dry Riverbed (Mangatainoka River) next to Lot 2 DP 474038.	Land Information New Zealand

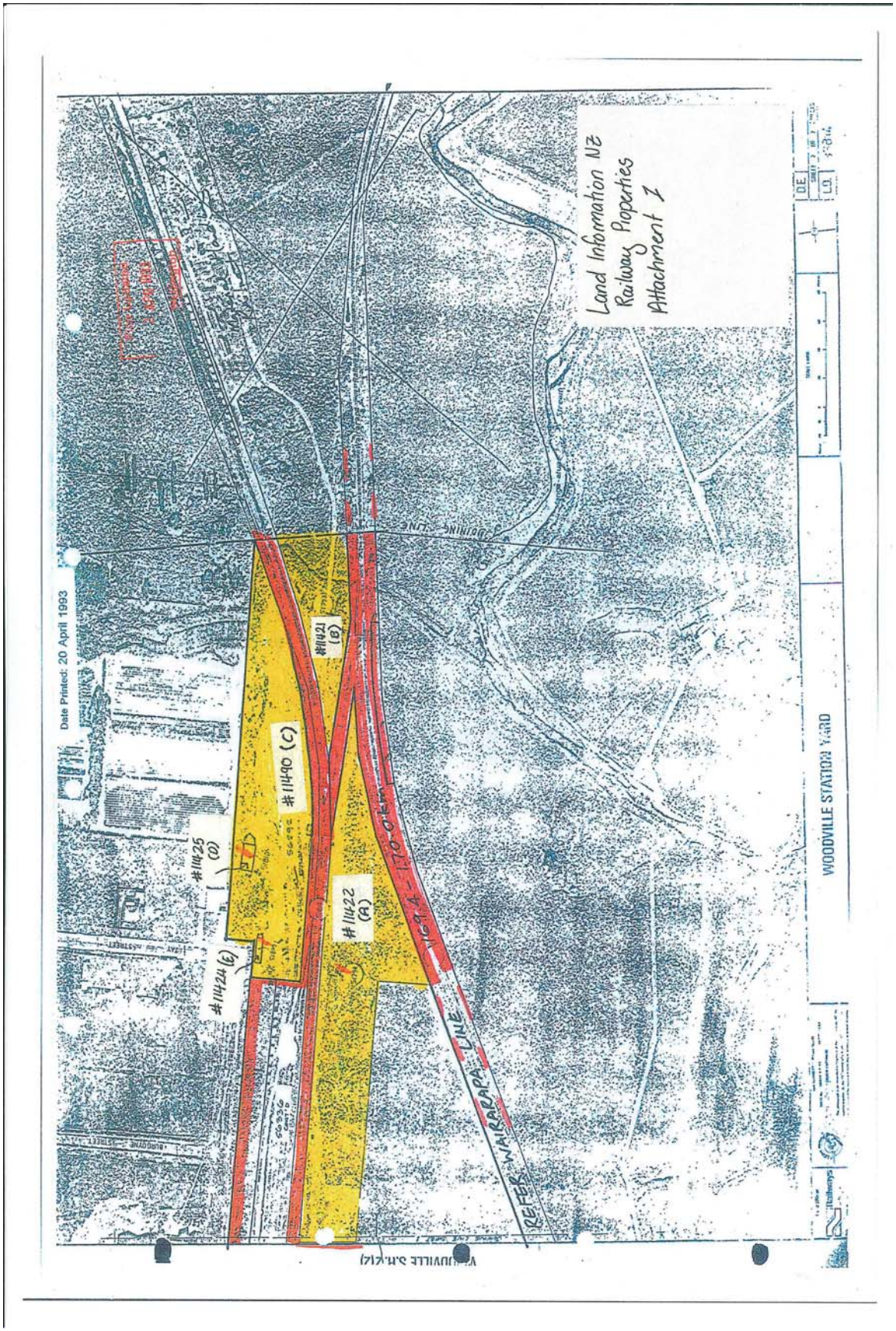
2708888/11834	Kohinui Road – Mangatainoka	0.3870 hectares, more or less, being Part Mangatainoka F Block, next to Part Section 59 and 60 Block I Makuri Survey District.	Land Information New Zealand
2708442/11386	Otawa Road – Pahiatua	8.8879 hectares, more or less, being Section 11 Block XV Tahoraiti Survey District.	Land Information New Zealand
2708851/11797	Mount Marchant Road – Pahiatua	0.4047 hectares, more or less, being Part Block I Puketoi Survey District.	Land Information New Zealand
2708852/11798	Taumata Road – Pahiatua	0.8093 hectares, more or less, being Section 23 Block I Puketoi Survey District.	Land Information New Zealand
2708835/11781	Puketoi Road – Pahiatua	0.9847 hectares, more or less, being Section 1 SO 15764. All Proclamation 517.	Land Information New Zealand
2708836/11782	Kaitawa Ridge Road – Pahiatua	0.4046 hectares, more or less, being Part Block XII Makuri Survey District.	Land Information New Zealand
2708837/11783	Makuri Road – Pahiatua	0.8093 hectares, more or less, being Section 5 Block XIII Makuri Survey District.	Land Information New Zealand
2708841/11787	Soldiers Road – Pahiatua	0.1720 hectares, more or less, being Part Section 129 Block III Mangahao Survey District.	Land Information New Zealand
2708842/11788	Tararua Road – Pahiatua	0.5513 hectares, more or less, being Section 120 Block VI Mangahao Survey District.	Land Information New Zealand
2708960/11906	Corner of Tainui Valley Road and Omata Road – Pahiatua	0.1618 hectares, more or less, being Section 26 Block IX Mangahao Survey District.	Land Information New Zealand
2709056/12002	Tainui Valley Road Pahiatua	0.3895 hectares, more or less, being Section 28 Block IX Mangahao Survey District.	Land Information New Zealand

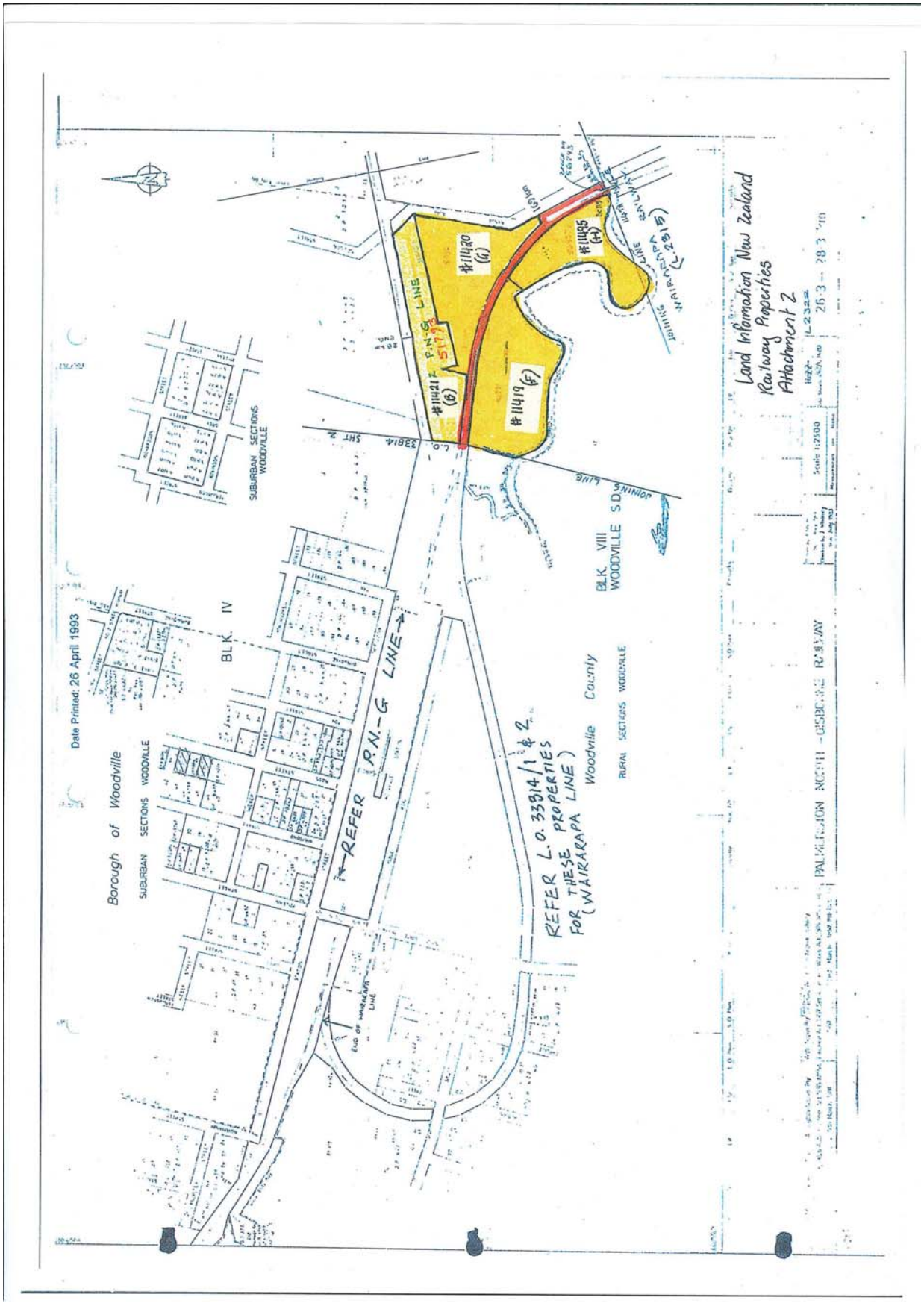
2709052/11998	Pahiatua Mangahao Road – Pahiatua	3.00 hectares, approximately, being portions of dry riverbed situated either end of SO 15329 next to Section 65 Block VIII Mangahao Survey District.	Land Information New Zealand
2708962/11908	Next to 373 Woodville-Owhanga Road, Pahiatua	0.8094 hectares, more or less, being Section 27 Block V Makuri Survey District.	Land Information New Zealand
2708964/11910	Close to 658 Woodville-Owhanga Road, Pahiatua	0.5919 hectares, more or less, being Section 60A Block I Makuri Survey District.	Land Information New Zealand
2709097/12044	Konini Road – Pahiatua	0.0138 hectares, more or less, being Part Section 22 Block XI Mangahao Survey District. All Transfer 172269.	Land Information New Zealand
2708918/11864	Konini Road – Scarborough	0.1012 hectares, more or less, being Section 5 Block I Town of Scarborough.	Land Information New Zealand
2709050/11996	Konini Road – Scarborough	1.1761 hectares, more or less, being Part Old Riverbed SO 20221.	Land Information New Zealand
2709051/11997	Macdonald Street – Scarborough	1.6057 hectares, more or less, being Parts Mangatainoka I Block VII Mangahao Survey District.	Land Information New Zealand
2709059/12005	Pahiatua-Pongaroa Road – Ngaturi	0.3655 hectares, more or less, being Section 1 SO 27494. Part *Gazette* notice 798038.	Land Information New Zealand
2709054/12000	Pahiatua-Pongaroa Road – Ngaturi	1.3152 hectares, more or less, being Part Section 16 Block IV Makuri Survey District. All computer freehold register WN50/295.	Land Information New Zealand
2709055/12001	Ngaturi-Owhanga Road – Ngaturi	0.4047 hectares more of less being Part Block VIII Makuri Survey District.	Land Information New Zealand
2709057/12003	Ridge Road, Mangamutu	0.4047 hectares, more or less, being Karearea Trig Reserve, situated in Block X Mangahao Survey District.	Land Information New Zealand

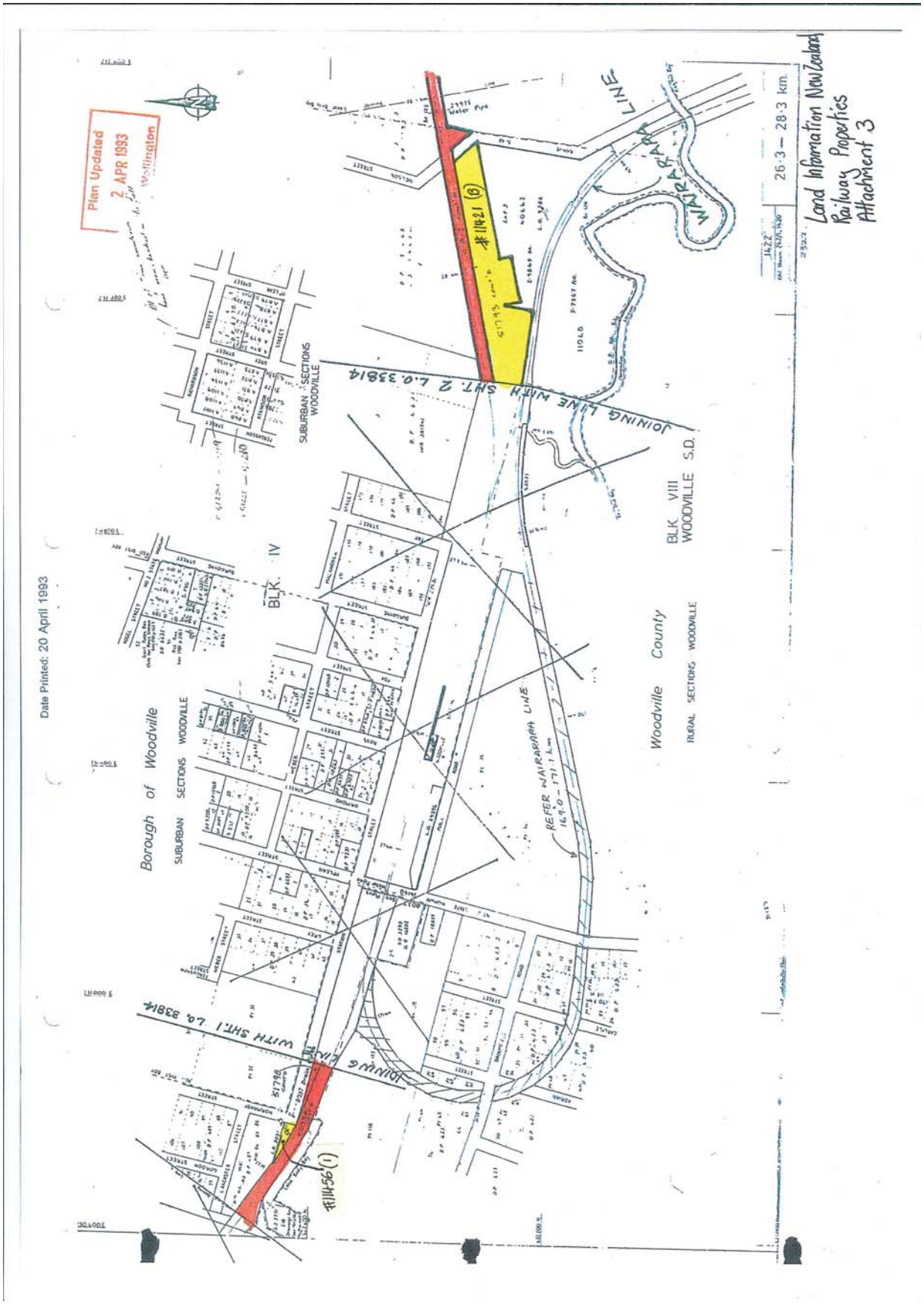
2709058/12004	Ridge Road, Mangamutu	0.1012 hectares, more or less, being Paiwai Trig Reserve, situated in Block X Mangahao Survey District.	Land Information New Zealand
2709060/12006	Mangaone Valley Road, Tane	0.4047 hectares, more or less, being Part Block XVI Mangahao Survey District.	Land Information New Zealand
2708920/11866	State Highway 52 – Eketahuna	0.2064 hectares, more or less, being Part Sections 15 and 16 Tiraumea Settlement.	Land Information New Zealand
2708921/11867	Haunui Road (next to 237 Haunui), Eketahuna	0.1568 hectares, more or less, being Section 22 Tiraumea Settlement.	Land Information New Zealand
2708853/11799	Haunui Road, Tiraumea	0.7238 hectares, more or less, being Closed Road SO 26879 and Part Section 26 Block III Puketoi Survey District. Balance Proclamation 820459.	Land Information New Zealand
2708967/11913	Estcourt Road – Eketahuna	0.4046 hectares, more or less, being Part Block XII Mangaone Survey District.	Land Information New Zealand
2709304/12253 2709357/12308	Railway land on Herbert Street, on the corner of Jones Street and Alfredton Road, opposite 25 Herbert Street, Eketahuna	0.59 hectares, approximately, being Railway Land next to Lots 37, 40, 41 and 44 DP 336. Shown on attachment 6 as 12253 (N) and 12308 (O).	Land Information New Zealand
2712383/15345 2712382/15344 2712381/15343 2709303/12252	State Highway 2 Eketahuna, next to 1-7 Herbert Street Eketahuna	2.30 hectares approximately, being Railway Land next to Part Section 12 Eketahuna Settlement, Section 2 SO 32779 and Lot 1 DP 63485. Shown on attachment 6 as 15345 (P), 15344 (Q), 15343 (R) and 12252 (S).	Land Information New Zealand

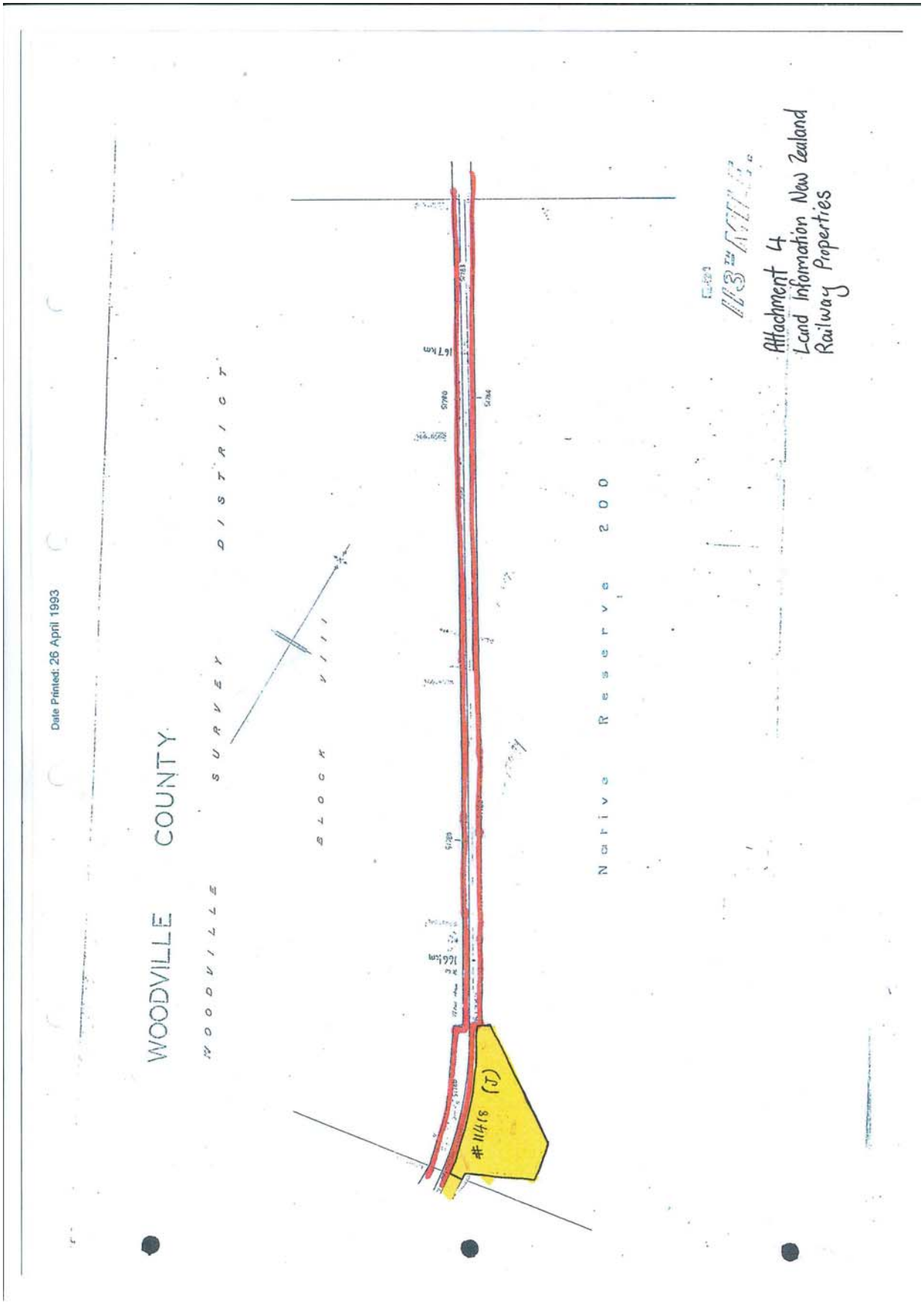
2713189/16196	Estcourt Road, Alfredton	0.9814 hectares, more or less, being Part Section 17 Block XI Mangaone Survey District situated between Lots 3 and 4 DP 84237.	Land Information New Zealand
2709062/12008	South Road, Mauriceville	0.0419 hectares, more or less, being Section 106 Mauriceville Settlement.	Land Information New Zealand
2709298/12247 2709299/12248 2709300/12249 2709301/12250 2709302/12251 2712378/15340 2712379/15341 2712380/15342	Railway Land opposite 1331-1365 Opaki Kaiparoro Road, Mauriceville	5.17 hectares, approximately, being Railway Land next to Part Block II Kopuaranga Survey District, Part Section 204 and Section 209 Block II Kopuaranga Survey District. Shown on attachment 7 as 12247 (T), 12248 (U), 12249 (V), 12250 (W), 12251 (X), 15340 (Y), 15341 (Z) and 15342 (AA).	Land Information New Zealand

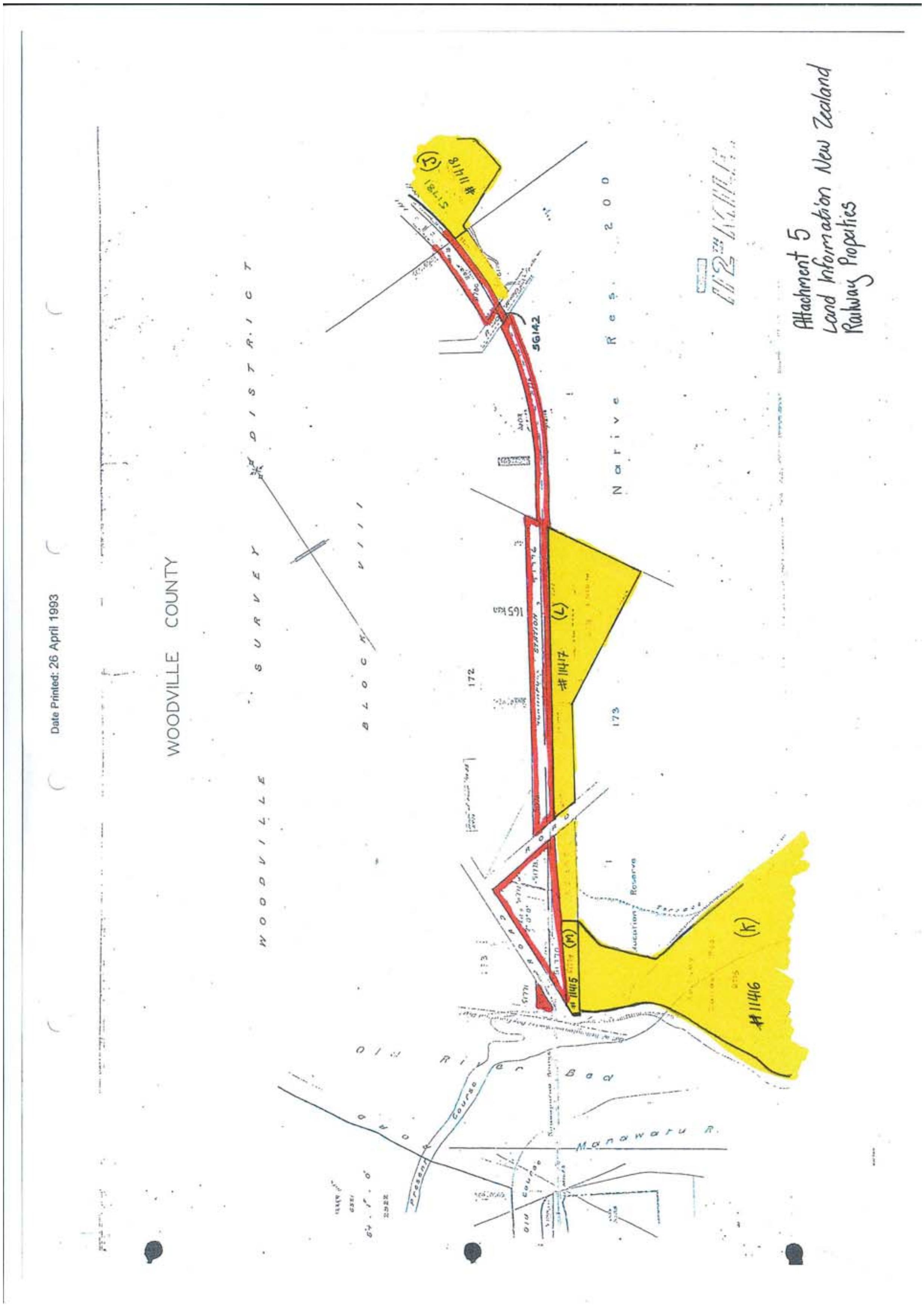
LINZ railway plans as described in Note C

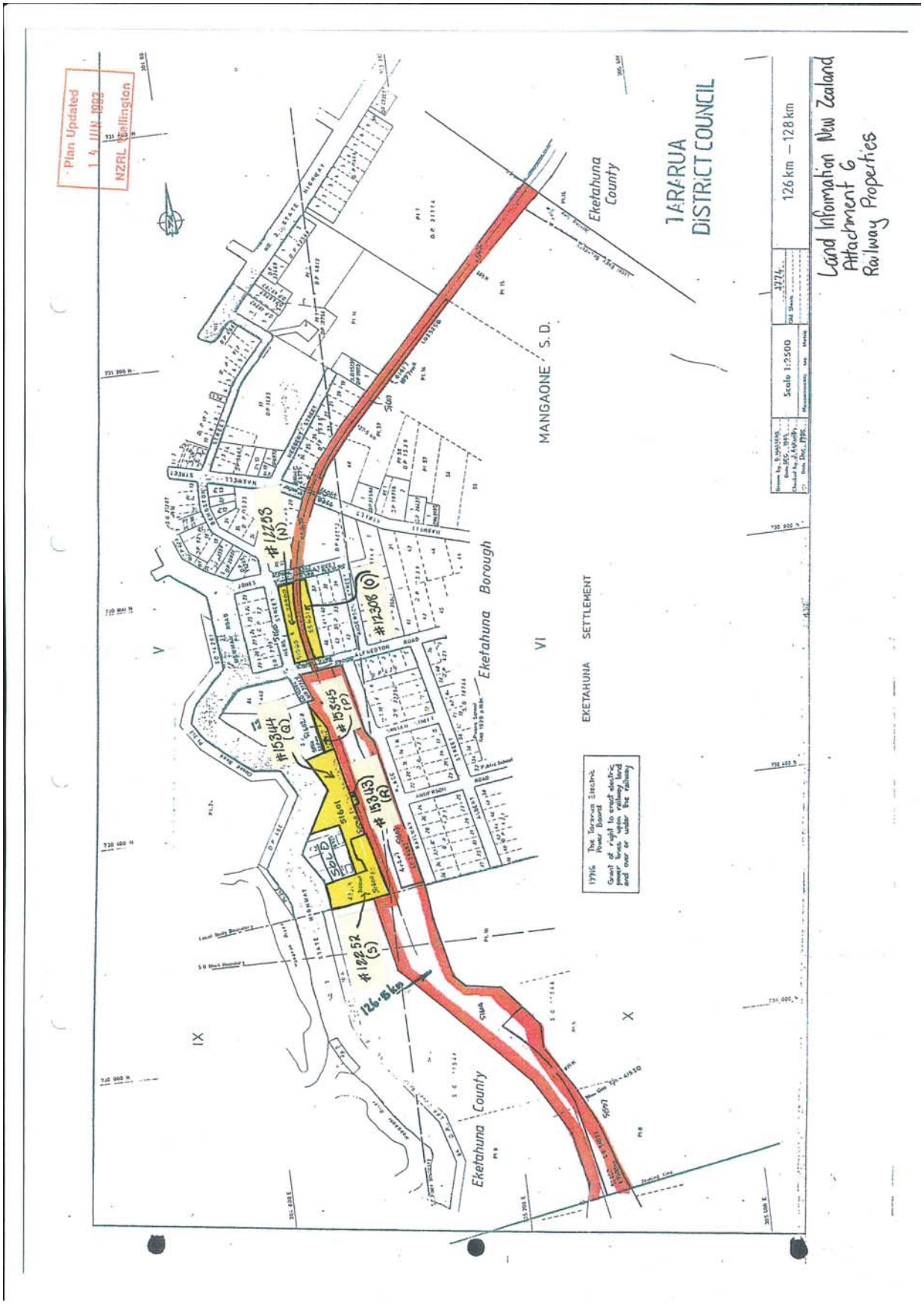

Land Information NZ
Railways Properties
Attachment 1
Date Printed: 20 April 1993
WOODVILLE STATION YARD
#11422 (A)
#11490 (C)
#11421 (B)
#11425 (D)
#11421 (E)
REFER WAIRARAPA LINE

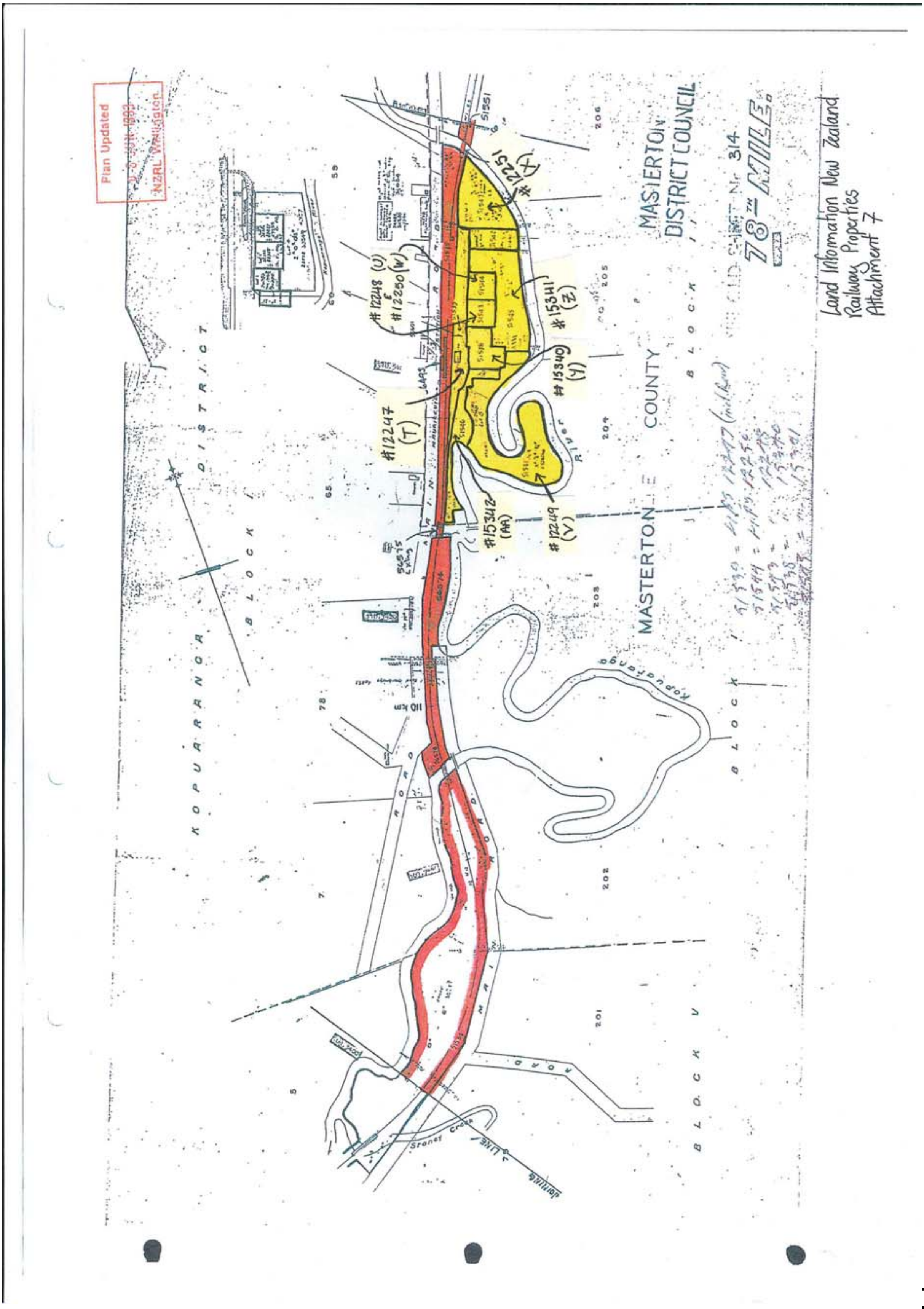

Land Information New Zealand
Railway Properties
Attachment 2
Date Printed: 26 April 1993
Borough of Woodville
SUBURBAN SECTIONS WOODVILLE
BLK IV
BLK VIII WOODVILLE S.D.
REFER P.N.-G LINE
REFER L.O. 33914/1 & 2 PROPERTIES FOR THESE (WAIRARAPA LINE)
#11420 (G)
#11425 (H)
#11421 (B)
#11419 (F)
P.N.-G LINE
SUBURBAN SECTIONS WOODVILLE
RURAL SECTIONS WOODVILLE
Woodville County
PALMERSTON NORTH - GISBORNE RAILWAY
END OF WAIRARAPA LINE


Land Information New Zealand
Railway Properties
Attachment 3
Plan Updated
2 APR 1993
Wellington
Date Printed: 20 April 1993
Borough of Woodville
SUBURBAN SECTIONS WOODVILLE
BLK. IV
BLK VIII WOODVILLE S.D.
Woodville County
RURAL SECTIONS - WOODVILLE
WAIRARAPA LINE
JOINING LINE WITH SHT. 2 L.O. 33814
JOINING WITH SHT. 1 L.O. 33814
SUBURBAN SECTIONS WOODVILLE
REFER WAIRARAPA LINE
26·3 – 28·3 km
#11421 (6)
#11456 (1)


Attachment 4
Land Information New Zealand
Railway Properties
WOODVILLE COUNTY
WOODVILLE SURVEY DISTRICT
STOCK VIII
Narive Reserve 200
Date Printed: 26 April 1993
#11418 (J)


Date Printed: 26 April 1993
WOODVILLE COUNTY
Attachment 5
Land Information New Zealand
Railway Properties
(J)
#11418
(L)
#11417
(K)
#11416
(M)
#11415
5G142
172
173
Reserve
Manawatu R.


Plan Updated
14 JUN 1993
NZRL Wellington
TARARUA
DISTRICT COUNCIL
Land Information New Zealand
Attachment 6
Railway Properties
Eketahuna County
MANGAONE S.D.
Eketahuna Borough
EKETAHUNA SETTLEMENT
Scale 1:2500
126 km — 128 km
#11253 (N)
#12306 (O)
#15345 (P)
#15344 (Q)
#15343 (R)
#12252 (S)
126·5km
1996 The Tararua Electric Power Board Grant of right to erect electric power lines upon railway land and over or under the railway
Eketahuna County


MASTERTON DISTRICT COUNCIL
78TH MILE
Land Information New Zealand
Railway Properties
Attachment 7
MASTERTON COUNTY
KOPUARANGA DISTRICT
#12247 (T)
#12248 (U) & #12250 (W)
#15341 (Z)
#15340 (Y)
#12249 (V)
#15342 (AA)
#12251 (X)

]

7 SHARED REDRESS

BACKGROUND AND SHARED REDRESS LEGISLATION

7.1 The Crown, the governance entity and mandated representatives of Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua have agreed redress that is to be provided to the shared redress entities if –

7.1.1 the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua deed of settlement is entered into containing provisions to give effect to this part; and

7.1.2 the shared redress legislation is agreed by the shared redress parties; and

7.1.3 the shared redress legislation is enacted.

7.2 The Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua agreement in principle also refers to the agreed shared redress set out in Part 7.

7.3 The Crown must propose the shared redress legislation for introduction to the House of Representatives after the later of –

7.3.1 the date it has been agreed by the shared redress parties; and

7.3.2 the date of the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua deed of settlement.

7.4 The parties record that the following components of the shared redress have been agreed and that they are ready for inclusion in the shared redress legislation subject to modification to comply with Parliamentary drafting style and conventions:

7.4.1 the overlay classification, set out in clause 7.10:

7.4.2 the vesting of the jointly vested properties and the Mākirikiri property, set out in clauses 7.11 to 7.15:

7.4.3 the process for exploring customary fishing regulations, set out in clause 7.63 to 7.67 to the extent they require legislation to give effect to them.

7.5 The parties record that mandated representatives of Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua, the Rangitāne Tū Mai Rā Trust and the Crown have worked together to agree the key components relating to the establishment of the Wairarapa Moana statutory board, and relating to the vesting of the bed of Lake Wairarapa (the Crown owned part), set out in clauses 7.16 to 7.62.

7.6 The Crown will continue to negotiate in good faith with the governance entity and mandated representatives of Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua to agree, to the satisfaction of those parties, –

7.6.1 the components of the shared redress set out in clauses 7.16 to 7.62 so that the shared redress is set out in full in the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua deed of settlement; and

7.6.2 the shared redress legislation.

7.7 Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua and the governance entity acknowledge that the Crown is not in breach of this deed if –

7.7.1 the shared redress has not been provided by a particular date if, on that date, the Crown is willing to negotiate in good faith under clause 7.6; or

7.7.2 having complied with clause 7.3, the shared redress legislation is not enacted, or enacted in a different form to that agreed by the shared redress parties.

7.8 Even though the historical claims are settled by this deed and the settlement legislation, the parties record that this deed does not provide for shared redress in relation to Wairarapa Moana and the Ruamahanga River catchment and, accordingly, Rangitāne o Wairarapa and Rangitāne Tamaki nui-ā-Rua are not precluded from making a claim to any court, tribunal or other judicial body in respect of the process referred to in clauses 7.5 to 7.7.

7.9 The shared redress legislation is –

7.9.1 required to give effect to all the shared redress other than redress set out in clause 7.56; and

7.9.2 to provide that the date on which the redress is vested or becomes effective must be on or later than the last to occur of –

(a) the settlement date; and

(b) the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua settlement date.

OVERLAY CLASSIFICATION

7.10 The shared redress legislation will declare the Castlepoint Scenic Reserve (as shown on deed plan OTS-204-12) to be an overlay area on the terms provided for in part 2, subpart 4 of the settlement legislation, varied to provide that the overlay classification applies to an agreed set of protection principles and specified actions, and the respective statements of values for Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua, and Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua.

JOINTLY VESTED PROPERTIES AND PROPERTY VESTED IN TUPUNA

Mākirikiri Gravel Reserve

7.11 The shared redress legislation will –

7.11.1 vest the fee simple estate in the Mākirikiri Gravel Reserve property (as shown on deed plan OTS-204-24) in the shared redress entities as tenants in common in equal undivided shares on a date specified in the shared redress legislation; and

7.11.2 provide for a computer freehold register to be created for each undivided share in the property.

Mataikona property

7.12 The shared redress legislation will –

7.12.1 vest the fee simple estate in Mataikona property (as shown on deed plan OTS-204-25) in the shared redress entities as tenants in common in equal undivided shares on a date specified in the shared redress legislation; and

7.12.2 provide for a computer freehold register to be created for each undivided share in the property.

Mākirikiri property (Property vested in Tupuna)

7.13 The shared redress legislation will –

7.13.1 vest the Mākirikiri property (as shown on deed plan OTS-204-21, and being the Makirikiri Recreation Reserve and the Makirikiri Scenic Reserve), in the ancestor Te Rangiwhaka-ewa as a recreation reserve subject to section 17 of the Reserves Act 1977; and

7.13.2 provide that the recreation reserve will be named the Mākirikiri Reserve; and

7.13.3 establish a joint management board, comprising 2 appointees of each shared redress entity, to control and manage the property as if under section 30 of the Reserves Act 1977; and

7.13.4 provide that –

(a) the quorum at meetings of the board will be 2 members, being 1 appointee from each shared redress entity; and

(b) the first chair of the board will be appointed by the governance entity, and that each subsequent chair will be appointed alternately by, first, the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua governance entity and then the governance entity; and

(c) the first deputy chair of the board will be appointed by the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua governance entity, and that each subsequent chair will be appointed alternately by, first, the governance entity and then the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua governance entity; and

7.13.5 provide that the joint management body has all the rights and obligations of the owner of the Mākirikiri property, despite its vesting in the ancestor Te Rangiwhaka-ewa; and

7.13.6 provide for the creation of a computer freehold register in the name of "Te Rangiwhakaewa"; and

7.13.7 provide that the Mākirikiri property cannot be subsequently transferred.

Standard clauses

7.14 The standard clauses listed in clause 7.15 will be included in the shared redress legislation to give effect to the vesting of the jointly vested properties and the Mākirikiri property, with all variations and additions necessary to give effect to clauses 7.10 to 7.13, including –

7.14.1 that all references to a "cultural redress property" will be to a "jointly vested property"; and

7.14.2 the Mākirikiri property is a reserve property.

7.15 The standard clauses for the purposes of clause 7.14 are:

7.15.1 78 and 80:

7.15.2 83, but not subclause 83(3) or 83(4):

7.15.3 84, but not subclauses 84(1)(b) to (f):

7.15.4 85 and 87:

7.15.5 88, but not subclauses 88(1):

7.15.6 89:

7.15.7 93 and 94.

WAIRARAPA MOANA STATUTORY BOARD

7.16 The parties have agreed, together with Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua, to be part of a statutory board comprising members appointed by the following –

7.16.1 the governance entity:

7.16.2 the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua governance entity:

7.16.3 the Minister of Conservation:

7.16.4 the Wellington Regional Council:

7.16.5 the South Wairarapa District Council.

7.17 **[NOT USED]**

Establishment and purpose of the Wairarapa Moana statutory board

7.18 The shared redress legislation will establish a statutory board, called the Wairarapa Moana statutory board, whose purpose will be to act as a guardian of Wairarapa Moana and the Ruamahanga River catchment, for the benefit of present and future generations by –

7.18.1 being the administering body of Wairarapa Moana reserves as if it were appointed to control and manage the reserves under section 30(1) of the Reserves Act 1977 and the shared redress legislation, including to protect and enhance their cultural, spiritual and ecological values; and

7.18.2 being the manager of the Wairarapa Moana marginal strips as if under section 24H of the Conservation Act 1987; and

7.18.3 providing leadership on the sustainable management of Wairarapa Moana and the Ruamahanga River catchment; and

7.18.4 promoting the restoration, protection and enhancement of the social, economic, cultural, environmental and spiritual health and well being of Wairarapa Moana and the Ruamahanga River catchment as they relate to natural resources.

7.19 The Wairarapa Moana statutory board will comprise –

7.19.1 1 member appointed by the governance entity:

7.19.2 4 members appointed by the trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua governance entity, including 2 hapū members representing Papawai and Kohunui Marae:

7.19.3 2 members appointed by the Minister of Conservation:

7.19.4 2 members appointed by the Wellington Regional Council:

7.19.5 1 member appointed by the South Wairarapa District Council.

7.20 The Chair of the Wairarapa Moana statutory board will be elected by the board members from amongst the 4 members appointed by the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua governance entity.

7.21 The Wairarapa Moana statutory board will be the administering body of Wairarapa Moana reserves as if it were appointed to control and manage the reserves under

section 30(1) of the Reserves Act 1977 for the purposes set out in the Reserves Act 1977 and the shared redress legislation and the manager of Wairarapa Moana marginal strips as if under section 24H of the Conservation Act 1987.

Functions of the Wairarapa Moana statutory board

7.22 The principal function of the statutory board is to achieve its purpose.

7.23 The other functions of the statutory board are –

7.23.1 to prepare and approve a publicly notified Wairarapa Moana Board document as set out in clauses 7.25 to 7.29; and

7.23.2 to prepare and approve the statutory board's annual and multi-year priorities; and

7.23.3 to jointly agree with the appointers an annual operational management programme; and

7.23.4 to approve conservation projects and any other projects to be undertaken by the Board or one or more appointers as agreed by the appointers from time to time; and

7.23.5 to provide advice to the Minister of Conservation and Department of Conservation on conservation matters relating to Wairarapa Moana reserves, including advice on rules for commercial and recreational fishing within Wairarapa Moana reserves; and

7.23.6 to engage with, seek advice from, and provide advice to local authorities and other relevant agencies regarding the sustainable integrated management of Wairarapa Moana and the Ruamahanga River catchment; and

7.23.7 to seek approval from the Minister of Conservation for the commercial take of indigenous species within Wairarapa Moana reserves; and

7.23.8 to monitor and report to the appointers and sub-committee appointers annually on the implementation and achievement of the Wairarapa Moana Board document and the operational management programme agreed under clause 7.34; and

7.23.9 to engage with third parties and interest groups, including producing and disseminating information and awareness of Wairarapa Moana and the Ruamahanga River catchment; and

7.23.10 to undertake any other function required to achieve the statutory board's purpose.

7.24 In addition to the sub-committee referred to in clause 7.31, in carrying out its functions, the statutory board may establish sub-committees of its members which may invite advisors and observers to attend their sub-committee meetings.

Wairarapa Moana Board Document

7.25 The Wairarapa Moana statutory board must prepare and approve the Wairarapa Moana Board Document in accordance with procedures and timeframes set out in the shared redress legislation.

7.26 The Wairarapa Moana Board Document will consist of the following three parts:

7.26.1 an overarching vision and statement of desired outcomes for Wairarapa Moana which recognises and provides for the cultural and spiritual values of Wairarapa Moana:

7.26.2 a reserves management plan for all Wairarapa Moana reserves that reflects the statutory board's overarching vision and desired outcomes and is consistent with conservation and shared redress legislation:

7.26.3 a natural resources document that identifies the statutory board's issues, values, vision, objectives and desired outcomes for sustainable management of natural resources in the Ruamahanga River catchment, to the extent that they apply to the health and well being of Wairarapa Moana and/or the Ruamahanga River catchment.

7.27 in particular the Wairarapa Moana Board Document will –

7.27.1 recognise and give expression to the relationship of Rangitāne and Ngāti Kahungunu and their culture and traditions with their ancestral lands, water, wāhi tapu sites and other taonga in Wairarapa Moana and/or the Ruamahanga River catchment; and

7.27.2 respect Rangitāne and Ngāti Kahungunu tikanga and values in the management of Wairarapa Moana and/or the Ruamahanga River catchment.

7.28 The shared redress legislation will set out in full a public notification and submission process for the Wairarapa Moana Board Document including for –

7.28.1 the reserves management plan in accordance with section 41 of the Reserves Act 1977; and

7.28.2 the natural resources document which will include –

(a) a public notification of the draft natural resources document process;

(b) the availability of the draft natural resources document for public inspection at specified places;

(c) the ability of interested persons or organisations to lodge submissions on the draft natural resources document for at least 20 business days after the date of the publication of the notice;

(d) the consideration of any written submissions that are consistent with the purpose of the natural resources document by the Wairarapa Moana statutory board;

(e) a hearing process at the discretion of the Wairarapa Moana Board;

(f) a process for approving the natural resources document; and

(g) the notification of the approved natural resources document.

7.29 At the discretion of the Wairarapa Moana Board the public notification and submission process for the Wairarapa Moana Board Document may either comprise separate processes for the reserves management plan and the natural resources document or a combined process.

Preparation of reserves management plan

7.30 The shared redress legislation will provide that –

7.30.1 the Department of Conservation and the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua governance entity prepare, in consultation with the statutory board, a draft reserves management plan; and

7.30.2 in accordance with the process set out in the Reserves Act 1977, the statutory board will recommend the draft reserves management plan to the Minister of Conservation for approval; and

7.30.3 the Department of Conservation will be responsible for organising and funding processes required under section 41 of the Reserves Act 1977.

Preparation of natural resources document

7.31 The shared redress legislation will provide that –

7.31.1 a sub-committee of the statutory board will be established to prepare and recommend a natural resources document to the statutory board for approval:

7.31.2 the sub-committee will comprise the following members:

(a) 2 members appointed by the Rangitāne Tū Mai Ra Trust:

(b) 2 members appointed by the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua governance entity:

(c) 1 member appointed by the Wellington Regional Council:

(d) 1 member appointed by the South Wairarapa District Council:

(e) 1 member appointed by the Masterton District Council:

(f) 1 member appointed by the Carterton District Council:

7.31.3 the statutory board will consider and approve the natural resources document or refer it back to the sub-committee for reconsideration if there is any recommendation made by the sub-committee that the board considers is not consistent with its purposes, or the board's overarching vision and statement of desired outcomes, in order for the sub-committee to provide further recommendations to the board:

7.31.4 the purpose of the natural resources document is to identify issues, values, vision, objectives and desired outcomes for sustainable management of natural resources in the Ruamahanga River catchment, in order to –

(a) provide leadership on the sustainable management of the Ruamahanga River Catchment in a way that promotes the restoration, protection and enhancement of the social, economic, cultural, environmental and spiritual health and well being of Wairarapa Moana and/or the Ruamahanga River catchment; and

(b) recognise and give expression to the relationship of Rangitāne and Ngāti Kahungunu and their culture and traditions with their ancestral lands, water, sites, wāhi tapu and other taonga in Wairarapa Moana and/or the Ruamahanga River catchment; and

(c) respect Rangitāne and Ngāti Kahungunu tikanga and values in the management of Wairarapa Moana and/or the Ruamahanga River catchment:

7.31.5 the natural resource document must not contain rules or regulatory methods.

Operational management of Wairarapa Moana reserves

7.32 The shared redress legislation will provide that the appointers will have primary responsibility for delivery of operational management.

7.33 The statutory board must hold an annual planning meeting, at which the statutory board will determine its annual and multi-year priorities.

7.34 The statutory board and appointers will agree a collaborative operational management programme.

7.35 The annual operational management programme must –

7.35.1 be consistent with relevant legislation and the Wairarapa Moana Board Document; and

7.35.2 not be inconsistent with the statutory board's annual and multi-year priorities; and

7.35.3 be commensurate with the level of funding contributed by the statutory board and appointers at their discretion for the year in question.

7.36 The appointers may contribute to operational management across all or some areas of Wairarapa Moana reserves irrespective of ownership.

7.37 The appointers will pay directly from their own funds for the operational management costs to which they have committed to contribute through the operational management programme.

7.38 The statutory board may directly fund special projects from a variety of funding sources (including through a contestable process) and engage third parties to undertake the work in accordance with the annual operational management programme.

7.39 The appointers will report annually to the statutory board and the other appointers and sub-committee appointers on delivery of the operational management programme for the previous year at the annual planning meeting.

Statutory effect of natural resource document

7.40 The shared redress legislation will provide that –

7.40.1 in preparing or changing a regional policy statement, regional plan or district plan under the Resource Management Act 1991, the relevant local authority must recognise and provide for the content of the natural resources document to the extent that it is relevant to matters covered by those plans; and

7.40.2 the relevant local authority must have particular regard to the content of the natural resources document in preparing or approving long-term and annual plans under the Local Government Act 2002 to the extent that the content of the document is relevant to matters covered by those plans; and

7.40.3 for the purposes of clauses 7.40.1 and 7.40.2 "**content**" means issues, values, vision, objectives and desired outcomes for sustainable management of natural resources in the Ruamahanga River catchment; and

7.40.4 in preparing a conservation management strategy, the Director-General of Conservation must have particular regard to the overarching vision and statement of desired outcomes in the Wairarapa Moana Board Document to the extent that the content of the document is relevant to matters covered by that strategy, and to the approved reserves management plan for Wairarapa Moana reserves; and

7.40.5 in preparing any other conservation statutory plans, the Director-General of Conservation must have particular regard to the overarching vision and statement of desired outcomes in the Wairarapa Moana Board Document to the extent that the content of the document is relevant to matters covered by that plan, and to any advice provided to the Minister of Conservation by the Wairarapa Moana statutory board; and

7.40.6 the Minister of Conservation must have particular regard to advice from the statutory board on rules for recreational and commercial fishing to apply to Wairarapa Moana reserves; and

7.40.7 the contents of the Wairarapa Moana Board Document do not predetermine or constrain the identification of freshwater values or setting freshwater objectives by local authorities and their communities under the National Policy Statement for Freshwater Management 2014.

Other matters relating to Wairarapa Moana statutory board

7.41 The shared redress legislation will provide –

7.41.1 for the matters set out in clauses 7.42 to 7.52 relating to the Wairarapa Moana statutory board and its members to be set out in a schedule to the legislation, but

7.41.2 that otherwise the statutory board and its members may regulate their own procedures.

Appointment

7.42 A member of the statutory board may be appointed, reappointed or discharged at the discretion of the appointer by the appointer giving written notice to the member and the other appointers.

7.43 Where there is a vacancy on the statutory board, the relevant appointer will fill that vacancy as soon as is reasonably practicable.

7.44 A member of the sub-committee referred to under clause 7.31.1 may be appointed, reappointed or discharged at the discretion of the appointer of the sub-committee by giving written notice to the member and the other sub-committee appointers.

7.45 Where there is a vacancy on the subcommittee referred to under clause 7.31.1 the relevant sub-committee appointer will fill that vacancy as soon as is reasonably practicable.

Procedures and meetings of the board

7.46 Sections 32 to 34 of the Reserves Act 1977 apply, with any necessary modifications and to the extent consistent with the shared redress legislation, to the Wairarapa Moana statutory board as if it were a board for the purposes of that Act.

7.47 The first meeting of the Wairarapa Moana statutory board must be held no later than six months after the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua settlement date or earlier if there is a statutory responsibility that requires the board's decision-making at an earlier date.

7.48 At its first meeting, the Wairarapa Moana statutory board must –

7.48.1 adopt standing orders for the initial procedure of the statutory board; and

7.48.2 agree on a schedule of meetings.

Quorum and decision-making of the board

7.49 The quorum for a meeting of the Wairarapa Moana statutory board will be 6 members, of which at least 3 of the attendees must be members appointed by the governance entity and the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua governance entity, and at least 3 must be members appointed by other appointers.

7.50 The decisions of the Wairarapa Moana statutory board will be made by vote at a meeting. The statutory board will seek to achieve consensus but, where that is not possible, decisions will be made by vote at a meeting by a 75 percent majority of those members present. The Chair has a deliberative but not a casting vote.

7.51 The statutory board may adopt its own procedures, subject to compliance with the Reserves Act 1977 with any necessary modifications and to the extent consistent with the shared redress legislation.

7.52 To avoid doubt, the statutory board is not a committee or joint committee of a local authority for the purposes of the Local Government Act 2002 or any other Act.

Funding and administrative support

7.53 Each appointer or sub-committee appointer is responsible for meeting the expenses of its appointees.

7.54 Wellington Regional Council will provide secretariat services for the statutory board and the sub-committees of the board.

7.55 The Wairarapa Moana statutory board may seek sponsorship and funds from other sources for its activities.

7.56 On the settlement date, the Crown will provide $500,000 to Wellington Regional Council as a one-off contribution to the costs of the preparation and public notification of the natural resource document.

7.57 Wellington Regional Council will hold the fund on behalf of the statutory board as a separate and identifiable ledger item and spend those funds as directed by the statutory board in accordance with the purposes set out at clause 7.56.

Outstanding matters to be negotiated further

7.58 The Rangitāne Tū Mai Rā Trust, representatives of Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua and the Crown intend that the matters to be further negotiated and agreed include, but are not limited to, the following:

7.58.1 how authorisations in relation to Wairarapa Moana reserves are to be issued, and by whom:

7.58.2 timeframes for completing operational management programmes and for authorisations:

7.58.3 a dispute resolution process of the statutory board and sub-committees:

7.58.4 liabilities and indemnities for the statutory board, sub-committees and the appointers:

7.58.5 the name of the Wairarapa Moana Statutory Board and the Wairarapa Moana board document.

7.59 Details around appointment and eligibility for membership of the statutory board will be developed and agreed for inclusion in the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua deed of settlement where appropriate.

7.60 The Rangitāne Tū Mai Rā Trust, representatives of Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua and the Crown will explore between the date of this deed of settlement and the signing of the Ngāti Kahungunu deed of settlement, the inclusion of additional reserves to be administered by the statutory board, with the schedule of Wairarapa Moana reserves to be administered by the board to be confirmed in the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua deed of settlement.

VESTING OF BED OF LAKE WAIRARAPA

7.61 The parties intend that –

7.61.1 the bed of Lake Wairarapa owned by the Crown as shown on OTS-204-28 will be vested in fee simple in the governance entity and the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua governance entity as tenants in common in unequal shares of 10 percent in the governance entity and 90 percent in the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua governance entity; and

7.61.2 the terms of vesting will be included in the shared redress legislation, including that –

(a) the vesting will be subject to reserve status;

(b) the Wairarapa Moana statutory board will be the administering body of the reserve; and

(c) the reserve will be inalienable.

COMMERCIAL FISHING

7.62 The shared redress legislation will provide that notwithstanding Section 50 of the Reserves Act 1977, the Minister of Conservation may approve commercial fishing on Wairarapa Moana Reserves on the recommendation of the statutory board.

CUSTOMARY FISHING REGULATIONS

7.63 After the later of the settlement date and the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua settlement date, a collaborative process will be established to explore the need for and, where appropriate, develop regulatory mechanisms under the Fisheries Act 1996 to provide for the management of customary food gathering and management of customary fishing grounds by Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua, Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua, to apply to Wairarapa Moana and the Ruamahanga River catchment.

7.64 The participants in that collaborative process will be the following:

7.64.1 the governance entity:

7.64.2 the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua governance entity:

7.64.3 the Ministry for Primary Industries.

7.65 The Crown, Rangitāne Tū Mai Rā Trust, and the Mandated Representatives of Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua intend that the shared redress legislation will provide –

7.65.1 authority for the making of regulations to apply to Wairarapa Moana and the Ruamahanga River catchment under the Fisheries Act 1996 in relation to –

(a) the management of customary food gathering by Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua and Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua; and

(b) applications for the management of customary fishing grounds of special significance to Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua, or Rangitāne o Wairarapa or Rangitāne o Tamaki nui-ā-Rua; and

7.65.2 that the process for considering and deciding on applications to manage fishing grounds of special significance to Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua or Rangitāne o Wairarapa or Rangitāne o Tamaki nui-ā-Rua will be consistent with the relevant provisions of the Fisheries (Kaimoana Customary Fishing) Regulations 1998; and

7.65.3 if, after consultation between the post-settlement governance entities for Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua, Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua and their constituent hapū, the participants in the collaborative process referred to in (clause 7.64) agree that regulations in relation to the management of customary food gathering and the

management of customary fishing grounds are required, those participants will –

(a) provide advice to the Minister for Primary Industries on the required regulations and the content of them; and

(b) the Minister will recommend the making of regulations to give effect to the advice provided in clause 7.65.3 (a).

7.66 The Crown is not in breach of clause 7.65 if the shared redress legislation is not enacted, or does not give effect to clause 7.65.

7.67 For the purposes of this clause "customary food gathering" has the meaning given to it in section 186 of the Fisheries Act 1996.

APPLICATION OF THIS DEED TO SHARED REDRESS

7.68 Clauses 7.69 to 7.71 apply if the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua deed of settlement is entered into containing provisions to give effect to this part.

7.69 For the purposes of the shared redress legislation the following are in part 1 of the documents schedule:

7.69.1 the statement of Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua values in relation to the overlay area:

7.69.2 the agreed set of protection principles:

7.69.3 the Director-General's actions.

7.70 The shared redress is Crown redress as if vested by the settlement legislation for the purposes of part 2 of the general matters schedule.

7.71 Part 1 of the property redress schedule applies to the jointly vested properties as if –

7.71.1 they were each a redress property; and

7.71.2 in the case of the Mākirikiri Gravel Reserve property and the part of the Mākirikiri property that is currently the Makirikiri Recreation Reserve, a council-administered cultural redress property.

TE UPOKO TAIAO – NATURAL RESOURCE MANAGEMENT COMMITTEE

7.72 Rangitāne note that the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua agreement in principle proposes that:

7.72.1 the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua deed of settlement is to provide that the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua settlement legislation will provide that the committee is a permanent committee of the

Wellington Regional Council deemed to be appointed under clause 30(1)(a) of Schedule 7 of the Local Government Act 2002;

7.72.2 the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua deed of settlement is to provide that the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua settlement legislation will provide that the terms of reference may only be changed by Wellington Regional Council on the recommendation of the committee;

7.72.3 the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua deed of settlement is to provide that the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua settlement legislation will provide that the committee may only be disestablished by Wellington Regional Council on the recommendation of the committee.

8 SETTLEMENT LEGISLATION, CONDITIONS, AND TERMINATION

SETTLEMENT LEGISLATION

8.1 The Crown must propose the draft settlement bill for introduction to the House of Representatives as soon as practicable after the signing of this deed of settlement.

8.2 The settlement legislation must provide for all matters for which legislation is required to give effect to this deed of settlement.

8.3 The draft settlement bill proposed for introduction to the House of Representatives must –

8.3.1 comply with the drafting standards and conventions of the Parliamentary Counsel Office for Governments Bills, as well as the requirements of the Legislature under Standing Orders, Speakers' Rulings, and conventions; and

8.3.2 be in a form that is satisfactory to Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua and the Crown.

8.4 Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua and the governance entity must support the passage of the draft settlement bill through Parliament.

SETTLEMENT CONDITIONAL

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

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

8.6.1 clauses 8.3 to 8.9:

8.6.2 paragraph 1.3, and parts 4 to 7, of the general matters schedule.

EFFECT OF THIS DEED

8.7 This deed –

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

8.7.2 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.

8.8 Clause 8.7 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

TERMINATION

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

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

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

8.10 If this deed is terminated in accordance with its provisions –

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

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

8.10.3 this deed remains "without prejudice", but

8.10.4 the parties intend that the on-account payment is taken into account in any future settlement of the historical claims.

9 GENERAL, DEFINITIONS, AND INTERPRETATION

GENERAL

9.1 The general matters schedule includes provisions in relation to –

9.1.1 the implementation of the settlement; and

9.1.2 the Crown's –

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

(b) tax indemnities in relation to redress; and

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

9.1.4 amending this deed.

HISTORICAL CLAIMS

9.2 In this deed, **historical claims** –

9.2.1 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 Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua, or a representative entity, had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that –

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

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

(ii) under legislation; or

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

(iv) from fiduciary duty; or

(v) otherwise; and

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

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

(ii) by or under legislation; and

9.2.2 includes every claim to the Waitangi Tribunal to which clause 9.2.1 applies that relates exclusively to the settling group or a representative entity, including the following claims:

(a) Wai 166 – Southern Hawkes Bay Lands and Fisheries Claim;

(b) Wai 171 – Ruataniwha and Other Blocks Claim;

(c) Wai 175 – Hutt Valley and Cape Palliser Lands Claim;

(d) Wai 943 – Ngāti Te Hore Ancestral Land Confiscation Claim;

(e) Wai 1008 – Succession to Māori Land Legislation Claim;

(f) Wai 1634 – Te Ahu a Turanga Block & Parihaka Island Claim;

(g) Wai 1950 – Ehetere Kawemata Rautahi Whānau Claim; and

9.2.3 includes every other claim to the Waitangi Tribunal to which clause 9.2.1 applies, so far as it relates to Rangitāne o Wairarapa and Rangitāne o Tamaki nui–ā-Rua or a representative entity, including the following claims:

(a) Wai 97 – Wairarapa Lands and Fisheries Claim;

(b) Wai 161 – Waipukurau Block Claim;

(c) Wai 420 – Mataikona A2 Claim;

(d) Wai 657 – Aorangi Settlement Claim;

(e) Wai 741 – Local Government and Resource Management Claim;

(f) Wai 770 – Land and Fisheries (Karaitiana) Claim;

(g) Wai 1568 – Southern Hawkes Bay Lands (Paewai and Nepe-Apatu) Claim;

(h) Wai 1928 – Descendants of Te Hirawanu (Karaitiana) Claim;

(i) Wai 2211 – Descendants of Te Hiko (Thompson & Bradbrook) Claim;

(j) Wai 2213 – Coastal Hapū Collective Ocean Resources (Mauger and Hutcheson) Claim;

(k) Wai 2225 – Ngāi Tahumakakanui Lands Claim;

(l) Wai 2241 – Descendants of Te Hau and Akura (Oneroa, Smith and Te Whata) Claim;

(m) Wai 2269 – Te Whiti North Block (Hemi) Claim.

9.3 However, **historical claims** does not include the following claims –

9.3.1 a claim that a member of **Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua**, or a whānau, hapū, or group referred to in clause 9.6.2, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in clause 9.6.1:

9.3.2 a claim based on descent from the tupuna Kahungunu;

9.3.3 a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 9.3.1 or 9.3.2.

9.4 To avoid doubt, clause 9.2.1 is not limited by clauses 9.2.2 or 9.2.3.

9.5 To avoid doubt, this settlement does not affect the right of any group to apply for recognition of customary interests under the Marine and Coastal Area (Takutai Moana) Act 2011.

RANGITĀNE O WAIRARAPA AND RANGITĀNE O TAMAKI NUI-Ā-RUA

9.6 In this deed, **Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua** means –

9.6.1 the collective group composed of persons who descend from a **Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua tupuna**; and

9.6.2 every whānau, hapū, or group to the extent that it is composed of individuals referred to in clause 9.6.1, including the following groups:

(a) Ngāti Hāmua;

(b) Ngāti Te Rangiwhaka-ewa;

(c) Ngāti Mutuahi;

(d) Ngāti Pakapaka;

(e) Ngāti Parakiore;

(f) Ngāi Tamahau;

(g) Ngāti Te Raetea;

(h) Hinetearorangi;

(i) Ngāti Te Noti;

(j) Ngāti Te Whātui;

(k) Ngāti Tangatakau;

(l) Ngāti Mātangiuru;

(m) Ngāti Te Hina (or Ngāti Te Hina Ariki);

(n) Ngāti Te Koro o Ngā Whenua;

(o) Ngāti Te Rangitōtohu;

(p) Ngāti Ruatōtara;

(q) Te Kapuārangi;

(r) Ngāti Matetapu;

(s) Ngāti Whakawehi;

(t) Ngāti Taimahu;

(u) Ngāti Tūkoko;

(v) Ngāti Te Atawhā;

(w) Ngāti Te Whakamana;

(x) Ngāti Meroiti;

(y) Ngāti Hinetauira;

(z) Ngāti Tauiao;

(aa) Ngāti Moe;

(bb) Ngāi Tahu (or Ngāi Tahu Makaka-nui);

(cc) Te Hika o Pāpāuma as defined at paragraph 9.7.4; and

9.6.3 every individual referred to in clause 9.6.1.

9.7 For the purposes of clause 9.6.1 –

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

(a) birth; or

(b) legal adoption; or

(c) Māori customary adoption in accordance with Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua tikanga (Māori customary values and practices); and

9.7.2 **Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua tupuna** means an individual who –

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

(i) the tupuna Rangitāne; or

(ii) a recognised ancestor of any of the groups referred to in clause 9.6.2; and

(b) exercised the customary rights in clause 9.7.2(a) predominantly in relation to the Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua area of interest after 6 February 1840; and

9.7.3 **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; and

9.7.4 **Te Hika o Pāpāuma** means:

(a) the collective group comprised of individuals who descend from the ancestor Pāpāuma, who is the eponymous ancestor of Te Hika o Pāpāuma; and

(b) every whānau or group to the extent that it is composed to persons referred to in paragraph 9.7.4(a); and

(c) every individual referred to in paragraph 9.7.4(b).

For the purposes of clarity, there are strong whakapapa connections between Rangitāne and Te Hika o Pāpāuma and, together with intermarriage and geographic proximity to each other, a special relationship has developed that remains in place today.

MANDATED BODY AND SIGNATORIES

9.8 In this deed –

9.8.1 **mandated body** means the trustees of the Rangitāne Settlement Negotiations Trust; and

9.8.2 **mandated signatories** means the following individuals:

(a) Warwick Gernhoefer, Dannevirke, Trustee:

(b) Yvette Grace, Masterton, Trustee:

(c) Jason Kerehi, Masterton, Trustee:

(d) Mavis Mullins, Dannevirke, Trustee:

(e) Edward Pearse, West End, Queensland (AUS), Trustee.

ADDITIONAL DEFINITIONS

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

INTERPRETATION

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

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

SIGNED for and on behalf of **RANGITĀNE O WAIRARAPA AND RANGITĀNE O TAMAKI NUI-Ā-RUA** by the mandated signatories in the presence of –

_____

[***name***]

_____

[***name***]

WITNESS

_____

Name:

Occupation:

Address:

SIGNED by the trustees of the **RANGITĀNE TŪ MAI RĀ TRUST**

in the presence of –

_____

[***name***]

_____

[***name***]

WITNESS

_____

Name:

Occupation:

Address:

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

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

_____
Hon Christopher Finlayson

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

_____
Hon Simon William English

WITNESS

_____

Name:

Occupation:

Address: