TE ATIAWA

and

THE TRUSTEES OF TE KOTAHITANGA O TE ATIAWA TRUST

and

THE CROWN

DEED OF SETTLEMENT OF HISTORICAL CLAIMS

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9 AUGUST 2014

PURPOSE OF THIS DEED

This deed:

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

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DEED OF SETTLEMENT

THIS DEED is made between

TE ATIAWA

and

THE TRUSTEES OF TE KOTAHITANGA O TE ATIAWA TRUST

and

THE CROWN

NGERI

Tamarau no runga i te rangi

Heke ihu raro ki te whakamarimari

Te tatari ai ki te hurahanga o te tapora o Rongoueroa

Taku kuia e! Taku kuia e!

Te Ara o taku tupuna i tohi ai au

Ko Te Atiawa no runga i te rangi

Ko te toki te tangatanga i te ra

Taringa mango ko te kete nge

Ue ha! Ue ha!

Tamarau came down from the sky

He descended to earth intent on courtship

He did not wait for the formal removal of the maternity belt of Rongoueroa

Alas my ancestress!

The pathway of my ancestors that gave me this name

Tis Te Atiawa who descended from the sky

The adze that cannot be loosed by the sun

Tenacious to the end, focussed on the future

This is who we are!

1 BACKGROUND

TRADITIONAL HISTORY

1.1 Te Atiawa is an iwi based in Taranaki.

1.2 Te Atiawa descend from the eponymous tupuna/ancestor, Awanui-a-Rangi.

TE ATIAWA ROHE

1.3 The Te Atiawa rohe extends from the Herekawe Stream to Te Rau O Te Huia and inland to Maunga Taranaki. Te Atiawa has occupied this rohe for well over a millennium.

1.4 Hapu is the basis of social organisation for Te Atiawa. Prior to colonisation, there were some ninety-six distinct Te Atiawa hapu, each with their own defined whenua and rohe. However, the number of hapu has condensed over time through the combined effect of interaction and warfare with other iwi, migrations to other areas of Aotearoa, the arrival of British settlers in the 1840s, Crown land purchases, the Taranaki Wars of the 1860s and the Taranaki Raupatu. Today, the hapu of Te Atiawa are Ngati Rahiri, Otaraua, Manukorihi, Pukerangiora, Puketapu, Ngati Tawhirikura, Ngati Tuparikino and Ngati Te Whiti.

1.5 Although Te Atiawa today has a defined rohe in Taranaki, Te Atiawa members extend throughout New Zealand. In the 1820s, Te Atiawa migrated to areas such as Wellington, Waikanae and the South Island where they reside today as mana whenua and are iwi in their own right. All Te Atiawa can link back (through whakapapa) to Te Atiawa in Taranaki although the reverse may not necessarily be the case. Connections among all Te Atiawa iwi groups, based on whakapapa and whanaungatanga, continue in the form of strong working relationships and shared customs.

PURSUIT OF REDRESS

1.6 Te Atiawa has longstanding claims against the Crown. Those claims have been expressed through petitions and protests made by Taranaki Maori, including Te Atiawa. These grievances led to twelve separate commissions between 1890 and 1975 as well as various native affairs committee reports.

The Taranaki Report - Te Kaupapa Tuatahi

1.7 The first Taranaki claim in the Waitangi Tribunal was brought by the Taranaki Maori Trust Board in 1987.

1.8 As a result of the inquiry, the Waitangi Tribunal released an interim report called *The Taranaki Report - Kaupapa Tuatahi* on 11 June 1996.

1.9 The report gave its preliminary views on the Taranaki claims including the Waitara purchase, the Taranaki land wars, and the confiscation of Taranaki land under the New Zealand Settlements Act 1863. The Tribunal also addressed the actions of the Crown in relation to Parihaka.

1.10 The Waitangi Tribunal, in the Interim Taranaki Report, expressed some preliminary views concerning the Taranaki claims including that:

1.10.1 "They could be the largest in the country. There may be no others where as many Treaty breaches had equivalent force and effect over a comparable time" *(section 1.1)*;

1.10.2 "We see the claims as standing on two major foundations, land deprivation and disempowerment, with the latter being the main. By 'disempowerment', we mean the denigration and destruction of Maori autonomy or self-government" (*section 1.4*);

1.10.3 "This report has introduced the historical claims of the Taranaki hapu. It has shown the need for a settlement ..." (*section 12.3.1*); and

1.10.4 "Generous reparation policies are needed to remove the prejudice to Maori, to restore the honour of the Government, to ensure cultural survival, and to re-establish effective interaction between the Treaty partners" (*section 12.2*).

1.11 Te Atiawa also record the following findings from this Report:

1.11.1 the whole history of Government dealings with Maori in Taranaki has been the antithesis to that envisaged by the Treaty of Waitangi (*section 12.2*);

1.11.2 the Crown's acquisition of the Waitara disregarded customary tenure, institutions and process, and was contrary to the principles of the Treaty of Waitangi and the principles of law (*section 3.8*);

1.11.3 at the opening of the war at Waitara, Maori were not in rebellion against the Crown and the Crown's use of military force was therefore unjustified in the circumstances (*section 3.8*); and

1.11.4 as a result of Crown actions, Taranaki Maori were dispossessed of their land, leadership, means of livelihood, personal freedom, social structure and values. (*section 1.8*).

The Petroleum Report

1.12 In 2000, hapu of Te Atiawa participated in the Waitangi Tribunal's urgent inquiry into the Petroleum Claim (Wai 796). The claim asserted that in the nineteenth century, and up to 1937, Taranaki Maori lost ownership of much of their traditional lands, often as a result of Crown acts and policies that have since been found to have been inconsistent with the principles of the Treaty of Waitangi. The claim also asserted that the same Crown breaches resulted in the loss of petroleum resources located within that land (*section 4.1*).

1.13 The Waitangi Tribunal issued the Petroleum Report in 2003. The Tribunal found that prior to 1937, Maori had legal title to the petroleum in their land and a Treaty interest was created in favour of Maori for the loss of legal title to petroleum by:

1.13.1 the alienation of land prior to 1937 by means that breached Treaty principles; and

1.13.2 the expropriation of petroleum under the Petroleum Act 1937 without payment of compensation to landowners and without provision being made for the ongoing payment of royalties to them (*section 7.1*).

1.14 In 2011 the Tribunal released a second petroleum report - *The Report on the Management of the Petroleum Resource*. That report highlighted the 'critical importance' of procedural changes required to the current petroleum regime to protect Maori interests. Te Atiawa hapu also participated in that claim.

NEGOTIATIONS

1.15 Te Atiawa gave Te Atiawa Iwi Authority a mandate to negotiate a deed of settlement with the Crown by way of postal vote after a series of information hui.

1.16 The Crown recognised the mandate on 15 March 2010.

1.17 Te Atiawa Iwi Authority and the Crown:

1.17.1 by terms of negotiation dated 17 March 2010, agreed the scope, objectives and general procedures for the negotiations;

1.17.2 by agreement dated 22 December 2012, agreed, in principle, that Te Atiawa and the Crown were willing to enter into a deed of settlement on the basis set out in the agreement;

1.17.3 since the agreement in principle, have:

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

(b) negotiated and initialled a deed of settlement.

RATIFICATION AND APPROVALS

1.18 Te Atiawa have, since the initialling of the deed of settlement, by a majority of:

1.18.1 77%, ratified this deed and approved its signing on their behalf by the mandated signatories; and

1.18.2 79%, approved the trustees receiving the redress.

1.19 Each majority referred to in clause 1.18 is of valid votes cast in a ballot by eligible members of Te Atiawa.

1.20 The trustees approved entering into, and complying with, this deed by resolution on 7 August 2014.

1.21 The Crown is satisfied:

1.21.1 with the ratification and approvals of Te Atiawa referred to in clause 1.18;

1.21.2 with the approval of the trustees referred to in clause 1.20; and

1.21.3 the trustees are appropriate to receive the redress.

AGREEMENT

1.22 Therefore, the parties:

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

1.22.2 agree and acknowledge as provided in this deed.

2 HISTORICAL ACCOUNT

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

EARLY PURCHASES

2.2 For at least a millennia before the arrival of Europeans, iwi of Taranaki had occupied the length of the Taranaki coast. In the 1820s and 1830s, inter-tribal fighting led to a series of movements out of the Taranaki region. Some Taranaki Maori were taken captive by neighbouring tribes, while others relocated to areas around the Cook Strait. However, ahi kaa - or traditional title based on occupation - was maintained during this time by people who remained in their rohe, and by the intermittent return of migrants and their descendants to Taranaki.

2.3 In May 1839, the New Zealand Company was formed in London to promote the profitable colonisation of New Zealand. The Company's directors were already aware that the British Crown planned to claim sovereignty over New Zealand and establish the Crown's sole right to purchase land. The New Zealand Company hastily despatched representatives to New Zealand to acquire large tracts of land before annexation occurred. In October 1839, at a time when many Maori were still absent from Taranaki, the New Zealand Company purported to purchase twenty million acres of central New Zealand, including all of the Taranaki region.

2.4 In January 1840, Lieutenant Governor William Hobson proclaimed that no private purchases of Maori land made after January 1840 would be confirmed or recognised by the Crown, and that it would establish a commission to investigate the validity of any land transactions that had already occurred between settlers and Maori, including the New Zealand Company's deeds. On 6 February 1840, the Treaty of Waitangi was signed, establishing the Crown's right of pre-emption over land sales.

2.5 On 15 February 1840, New Zealand Company agents transacted the "Nga Motu" deed with seventy-nine Maori living around New Plymouth, purportedly purchasing a large area of land lying between the Hauranga and Mohakatino Rivers that included most of the Te Atiawa rohe. At this time, many Maori were unfamiliar with the process and effects of land purchases according to English land law.

2.6 In November 1840 the New Zealand Company and the British Government negotiated an arrangement to provide land by Crown grant to the Company in New Zealand on the basis that the Company had spent large sums of money associated with colonisation, including the purchase of land. Under the arrangement the Crown would grant the Company four acres of land for every pound spent on its colonisation operations. In early 1841, a New Zealand Company surveyor arrived in Taranaki to set out a township within the 68,500 acre area claimed by the Company between present-day New Plymouth and the Waitara River. Settlers who had purchased land from the New Zealand Company in Britain began to arrive soon after.

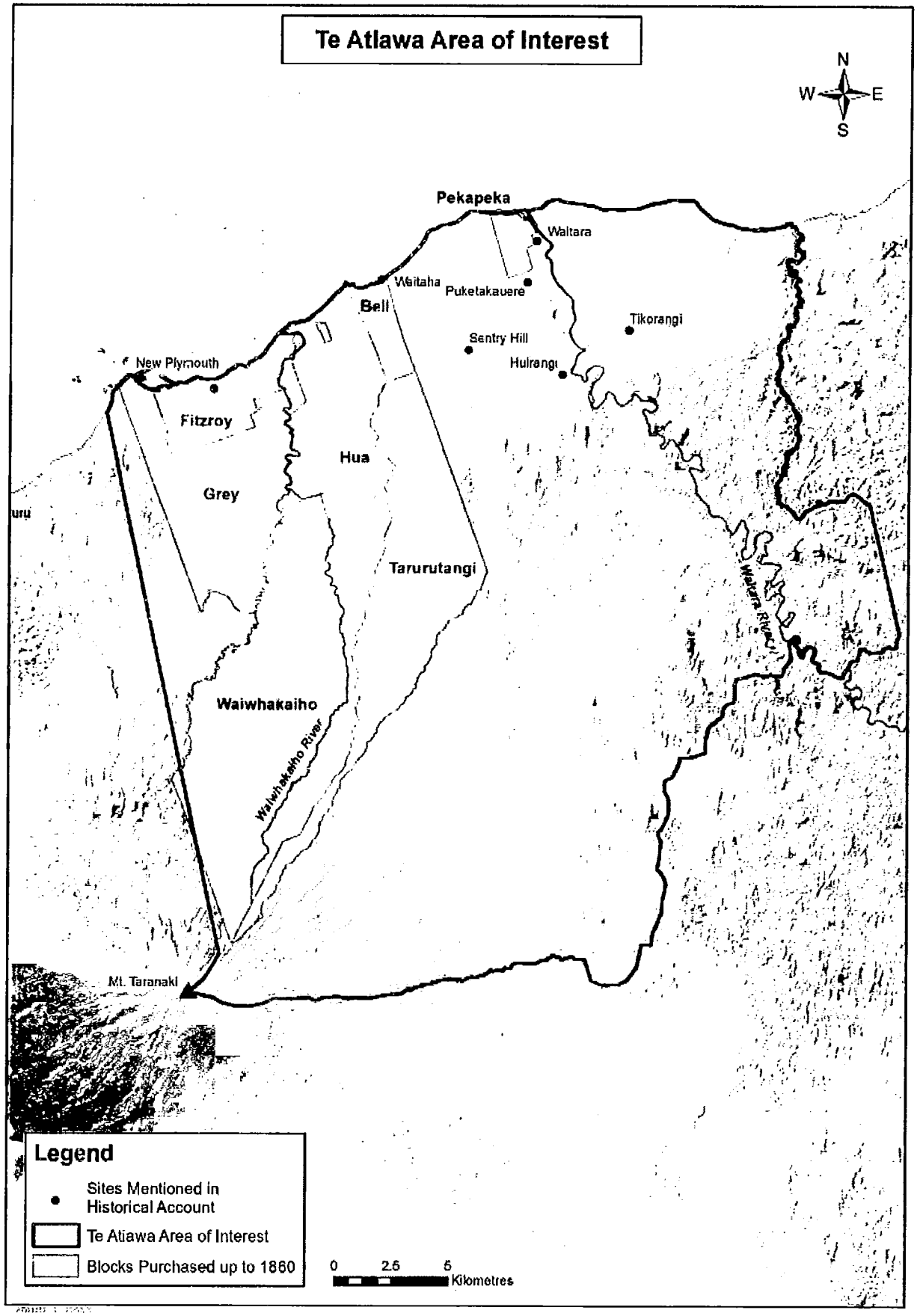
2.7 Maori who had left Taranaki during preceding decades began to return around the same period. Relations between those Taranaki Maori who had remained in the area, those who had migrated and then returned, and those who had been taken captive but subsequently released were complex, as were their views on land sales.

2.8 The New Zealand Company's claim in Taranaki under the "Nga Motu" deed was eventually investigated by Crown-appointed Lands Commissioner William Spain, who in June 1844 recommended an award of 60,000 acres to the New Zealand Company. Spain denied that Maori who were not then resident in Taranaki had any rights in the area claimed by the Company.

2.9 Spain's recommended award was opposed by Te Atiawa people who had not received payment from the Company and by absentees whose rights to the area had been denied. One such absentee was Wiremu Kingi te Rangitake, a chief of the Manukorihi hapu of Te Atiawa and a leader of high status and reputation among Te Atiawa. Kingi was then residing in Waikanae but had been present at Spain's announcement, and immediately wrote to the Governor to express opposition to the award. In response to the concerns of Maori, and of European settlers in Taranaki who were worried for their safety, Governor FitzRoy travelled to Taranaki in August 1844. After conducting his own investigations, FitzRoy announced that he found the New Zealand Company's titles to Taranaki lands to be "defective", and refused to ratify Spain's recommendation. He then moved to purchase 3,500 acres encompassing the town of New Plymouth, upon which he intended to relocate settlers from the disputed outlying lands.

2.10 Further settlers arrived in Taranaki throughout the early 1840s. From 1844, Governor FitzRoy waived Crown pre-emption to allow the New Zealand Company to make additional payments to Te Atiawa outside the FitzRoy block and to absentees in order to secure more land for European settlement.

2.11 Following a change in the British government in 1845-1846, the new Governor of New Zealand, George Grey, was instructed to secure, as far as it was practical to do so, the balance of the 60,000 acres awarded by Spain. Early in 1847, Governor Grey met with the leaders of various hapu of Te Atiawa and informed them that he intended to resume more of Spain's 60,000 award. He also stated that he would set out "ample reserves for the present and future wants" of resident Maori and those who were likely to return to Taranaki. Grey wrote afterwards that "very few of the Natives seemed disposed to assent to this arrangement". Grey then instructed Donald McLean to make arrangements for the purchase of 60,000 to 70,000 acres around New Plymouth.


Te Atlawa Area of Interest
N
W
E
S
Pekapeka
Waitara
Waitaha
Puketakauere
Bell
Tikorangi
Sentry Hill
New Plymouth
Hurangi
Fitzroy
Hua
Grey
Tarurutangi
Waiwhakaiho
Waiwhakaiho River
Mt. Taranaki
Legend
Sites Mentioned in Historical Account
Te Atiawa Area of Interest
Blocks Purchased up to 1860
0
2.5
5
Kilometres

2.12 In May 1847, McLean concluded a purchase with twenty-eight Te Atiawa from the Ngati Te Whiti hapu for 9,770 acres of land (known as the Grey block) to the south of the FitzRoy block. The payment of £390 was made in three annual instalments. In March 1848, after settlers had expressed frustration at McLean's failure to conclude any further purchases on the fertile lands north of New Plymouth, Grey agreed to allow New Zealand Company agent F. D. Bell to negotiate with Maori. The Company then embarked on negotiations at Hua and Mangati, to the north of New Plymouth. The proposed sale of the Mangati land was strongly disputed by sections of the Puketapu hapu. In April, Bell ordered surveyors to cut boundary lines at Mangati "in order to try the right of the disputants". After surveying began, Bell reported that two groups within Puketapu hapu fought with "fists, sticks, and the backs of their tomahawks" over the location of the survey lines.

2.13 Despite the divisions among Puketapu over the sale, a deed was transacted in November 1848, with seventy-six signatories agreeing to sell 1,500 acres (known as the Bell block) for £200, although the sale price was later disputed. Even after the purchase was transacted, McLean withheld some of the purchase money because he believed that it would be needed to pay members of the selling hapu who continued to oppose the sale. The last three owners did not accept payment for the land until 1852.

2.14 By 1848, Wiremu Kingi te Rangitake was expressing his intention to resist the alienation of his traditional land at Waitara by returning to the area. In April 1848, Kingi led nearly 600 people, including many Te Atiawa, back to Taranaki from the south. Some travelled by waka while others drove stock before them up the coastline. The Crown sought to prevent this return, with Governor Grey threatening to destroy their canoes. When it became clear that their return could not be prevented, Grey attempted to convince the returning Te Atiawa people to settle on the north bank of the Waitara River, although the rohe of many hapu extended south of the river. When Te Atiawa returned to Waitara in November 1848, they settled on their ancestral lands on south bank of the river.

2.15 Te Atiawa people were soon participating fully in the emerging Taranaki economy. They developed substantial cultivations of maize, wheat, oats and potatoes, owned large numbers of stock, and possessed agricultural machinery. The sale of crops provided a significant and growing income. Some settlers expressed concern that local Maori were becoming "more sensible of the value of available land, and will consequently be more difficult to bargain with".

2.16 British settlers in Taranaki wishing to attract more immigrants to the area continued to put pressure on the Company and the Crown to secure the lands awarded by Spain and to obtain additional land, particularly between Waiwhakaiho and Waitara. As the Company and the Crown attempted to meet this demand, Maori opposition to sales both north and south of New Plymouth increased, and tensions between selling and non-selling members of Te Atiawa continued to grow. In late 1849, members of the Puketapu hapu of Te Atiawa erected a forty-foot-high pou (pillar) on the northern bank of the Waiwhakaiho River between New Plymouth and Waitara. McLean understood this to indicate that the hapu wished to "prevent Europeans acquiring more land in that direction". In January 1850, some Te Atiawa people met with Governor Grey and offered to sell land to the Crown, but many others expressed their opposition. The Governor then attempted to visit Pukerangiora pa on the Waitara River, but some Te Atiawa people physically prevented him from entering their lands.

2.17 Around this time, Maori from various iwi of Taranaki held a series of meetings around the region to discuss land issues, and some made agreements to prohibit further sales. Crown officials viewed these agreements as obstacles in the way of European settlement.

2.18 In 1853 and 1854, the Crown concluded deeds for the 16,500 acre Waiwhakaiho block and the 14,000 acre Hua block, which took in large areas of Te Atiawa land. Again, the Crown failed to obtain the general agreement of all rangatira and hapu in these areas, and ignored the strongly expressed opposition of some hapu members. During negotiations for the Waiwhakaiho purchase, the Crown made unpublicised payments to individual Maori in an attempt to facilitate further sales. When discovered, these unpublicised payments created significant tension between neighbouring Te Atiawa hapu. A Crown agent wrote that these "petty jealousies" had worked "most opportunely" to generate further offers. After completing the Hua deed in March 1854, McLean wrote that the transaction had been difficult because a "decided minority of Natives [had been] in favour of a sale".

2.19 In 1854 and 1855, tension between Te Atiawa individuals or groups arising from further Crown purchasing activities, particularly in relation to negotiations around the Tarurutangi block, developed into armed conflict between groups of Te Atiawa people, resulting in injury and loss of life. Conflict between Maori over land sales was such that European settlers in Taranaki petitioned the Government to send troops for their protection. By September 1855, approximately 500 Imperial troops were stationed in New Plymouth.

2.20 By 1859, following the sale of the 14,000 acre Tarurutangi block, nearly all Te Atiawa land lying south of the Waitara River was claimed by the Crown. Out of 59,378 acres purchased, only 4,604 acres (or 7.75 percent) had been reserved. Moreover, the proportion of land reserved varied significantly between the purchased blocks. More than sixteen per cent of the Waiwhakaiho block was reserved for Maori, but only 250 acres (1.7%) of the 14,000 acre Hua block, and ten acres (.07%) of the 14,000 acre Tarurutangi block were reserved. In the case of the Hua block, the Crown encouraged those Maori who were selling to repurchase sections for ten shillings an acre, more than three times what the Crown had paid for it.

2.21 Four reserves were placed under the Native Reserves Act 1856, which transferred their administration to Native Reserves Commissioners who often had the power to sell or lease them without the owners' consent. By 1900, thirty-two per cent of the pre-1859 purchase reserves had been alienated by Native Reserves Commissioners. The land reserved for Te Atiawa from the pre-1860 purchases was later investigated by the Native Land Court and issued under individualised titles, which meant that customary title was extinguished over lands that Te Atiawa retained for their own use.

2.22 Between 1900 and 1905, title to all remaining pre-1860 reserves was vested in the Public Trustee and brought under the operation of the West Coast Settlement Reserves legislation. By 1990, at least ninety percent of the land reserved from the pre-1860 purchases of Te Atiawa lands was alienated.

WAITARA AND THE WARS

2.23 On 8 March 1859, Donald McLean, speaking on behalf of Governor Gore Browne, informed Maori and settlers in Taranaki that "he would never consent to buy land without an undisputed title" and "would buy no man's land without his consent". At the same time he said he would not permit anyone to interfere in the sale of land "unless he owned part of it". Soon after, Te Teira Manuka of Te Atiawa offered to sell him land at Waitara known as the Pekapeka block. Three days after making his offer, Te Teira wrote to the Governor to state that he and another owners were only selling their own undefined interests in the block, a small area that he estimated might be 'only sufficient for three or four tents to stand upon'.

2.24 Immediately after Teira made his offer to the Governor, Wiremu Kingi te Rangitake, widely acknowledged as the principle rangatira of Waitara, objected to it. He argued that as rangatira he was responsible for protecting the collective interests of his people, including the retention of land and the preservation of autonomy. Kingi told the Governor, speaking on behalf of his people, that "I will not permit the sale of Waitara to the Pakeha. Waitara is in my hands, I will not give it up..."

2.25 Despite this objection, and despite the Governor's previous statement about not purchasing disputed land, the Governor ordered his officials to identify each person's part in the Pekapeka block, and to negotiate terms of sale with those identified. Wiremu Kingi and others from the Waitara community refused to undermine the collective interest by making an individual claim to any part of the block.

2.26 The Crown did not gain the general agreement of the rangatira and hapu of Waitara while negotiating the Pekapeka purchase. Governor Gore Browne received poor advice from Crown officials concerning the nature of Te Atiawa rights at Waitara. The Crown purchase agent in Taranaki, for example, informed the Governor that Kingi had no interest in the disputed land, despite knowing that Kingi was in residence there at the time.

2.27 In November 1859, the Crown made a partial payment to Te Teira. In February 1860, the Crown attempted to survey the block but was prevented from doing so by an unarmed party of Kingi's people, mainly women. The Crown responded by proclaiming martial law throughout Taranaki, and sending Crown troops to support the survey.

2.28 After martial law was proclaimed, the Crown executed a deed of purchase with Te Teira and some of his whanau and announced that the title to Pekapeka was not disputed. Kingi continued to dispute Te Teira's right to sell, and indicated his determination that Te Atiawa retain the land. Early in March 1860, the Crown took military possession of the Pekapeka block. On 15 March, after the survey of the block had resumed, Kingi's supporters built a fortified pa on the south-western corner of the block, commanding the road access. When Kingi refused to surrender it, on 17 March 1860, some 500 Crown troops began a bombardment of the pa. This marked the beginning of war in Taranaki.

2.29 Te Atiawa soon received support from other Maori from within and outside of Taranaki. Initially, most fighting took place to the south of New Plymouth, as the Crown responded to attacks mounted in the area by iwi groups from middle and southern Taranaki. In June, fighting resumed in the Te Atiawa rohe, with fighters from Te Atiawa and other iwi groups defeating a force of 350 British troops at Puketakauere, just inland from Waitara. In the following months, Crown troops moved through the Te Atiawa rohe engaging in skirmishes with Te Atiawa fighters and destroying abandoned pa, kainga and stores of provisions. Between December 1860 and March 1861, British forces employed sapping techniques which involved approaching established Maori positions through long trenches constructed for the purpose. This technique, designed to counter the guerrilla tactics being successfully employed by Maori, was labour intensive and expensive, and did not produce any significant victories for Crown forces.

2.30 In April 1861, after a year of fighting, a peace agreement was reached with the involvement of Kingitanga representatives. The agreement provided that the Waitara purchase would be investigated. In the meantime, the Pekapeka block remained occupied by Crown troops, while iwi of central and south Taranaki maintained occupation of the Omata and Tataraimaka Blocks. These two blocks had been purchased by the Crown in 1847, but re-taken by Maori during the war. Some Maori asserted that the return of Tataraimaka, and presumably also Omata, was contingent on the Crown giving up Waitara.

2.31 In March 1863, before an inquiry into Pekapeka had been completed, Governor Grey ordered Crown forces to re-occupy Omata, and on 4 April, troops occupied the Tataraimaka block. On 6 April, Governor Grey decided to renounce the purchase of the Pekapeka block, but his Ministers did not announce this until 11 May.

2.32 In the meantime, Crown troops had been carrying provisions and equipment across Maori land between the Omata and Tataraimaka Blocks and New Plymouth. One week before the announcement to abandon the Pekapeka purchase was made, a group of Taranaki Maori attacked a party of soldiers moving between the blocks at Wairau, killing nine. Within three weeks, Crown troops and Maori in Taranaki were again engaged in fighting.

2.33 Conflict continued through late 1863, and in early 1864 Crown troops occupied Te Atiawa land and built the Sentry Hill military redoubt on an ancient pa site called Te Morere. In April 1864, a Maori force of approximately 200 assaulted the redoubt, but was repulsed with significant losses. In the following months, Crown forces built a number of redoubts on Maori land along the lower Waitara River, to secure military occupation of the land and to provide security for military settlements. Some redoubts were built on wahi tapu. In July and August, Maori carried out raids against settler properties around New Plymouth, including in the Te Atiawa rohe. In late September, Crown forces mounted several attacks against groups of Maori fighters and pa sites in the Te Atiawa rohe. These attacks resulted in the loss of Te Atiawa property, injuries and loss of life for Te Atiawa people.

CONFISCATION

2.34 In 1863, the Crown passed the New Zealand Settlements Act to provide "permanent protection and security of the well-disposed inhabitants of both races for the prevention of future insurrection and rebellion and for the establishment and maintenance of Her Majesty's authority and of Law and Order throughout the colony". The Act stated that the best means to achieve this was through "the introduction of a sufficient number of settlers able to protect themselves and to preserve the peace of the Country".

2.35 The Act provided for the confiscation of Maori land whenever the Governor in Council was satisfied that "any native tribe, or section of tribe or any considerable number thereof" had been in "rebellion" against the authority of the Queen since 1 January 1863. The Act provided for the Governor in Council to first declare the land within which the tribe was situated to be a "district" for the purposes of the Act, and then to set apart "eligible sites for settlements for colonization" within such districts. The land reserved for the purpose of such settlements would then become Crown land.

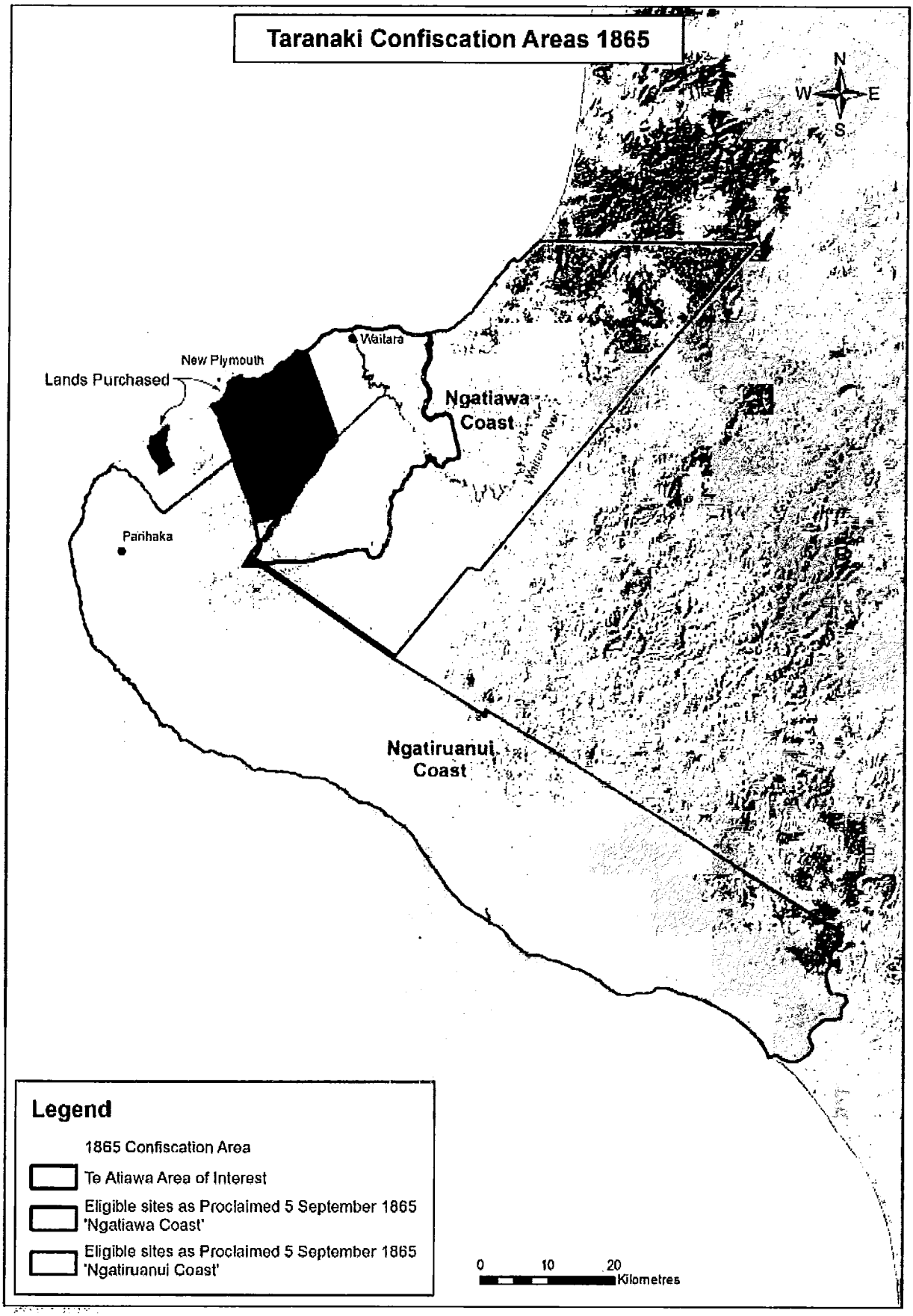
2.36 The New Zealand Settlements Act provided that no compensation would be granted to persons engaged in, levying, or making war against the Queen since 1 January 1863.

2.37 The British Colonial Office had misgivings about the scope and application of the Act, considering it "capable of great abuse", but allowed the legislation to proceed because final authority for any confiscation remained with the Governor. The Colonial Secretary instructed the Governor to withhold his consent to any confiscation which was not "just and moderate".

2.38 On 30 January 1865, the Governor declared "Middle Taranaki" to be a district for the purposes of the Act. This district lay in the western part of the Taranaki region between the Waitara River mouth in the north and the Waimate Stream in the south, and covered approximately 560,000 acres. Two other proclamations then set aside two blocks within

the Middle Taranaki district, called "Oakura" and "Waitara South", as eligible sites for settlement.

2.39 On 2 September 1865, the Governor declared two further large confiscation districts, named the "Ngatiawa" and "Ngatiruanui" districts. The Ngatiawa district extended north-east from the existing Middle Taranaki confiscation district to a line traced twenty miles due east from Parininihi on the northern Taranaki coast, and covered approximately 400,000 acres including most of the Te Atiawa rohe. The Governor then designated the whole of the Ngatiawa and Ngatiruanui districts, which included the remaining parts of the Middle Taranaki district, to be eligible sites for settlement. These confiscations took place in the absence of any substantial acts of rebellion by the resident tribes.


Taranaki Confiscation Areas 1865
N
W
E
S
Waitara
New Plymouth
Lands Purchased
Ngatiawa Coast
Waitara River
Parihaka
Ngatiruanui Coast
Legend
1865 Confiscation Area
Te Atiawa Area of Interest
Eligible sites as Proclaimed 5 September 1865 'Ngatiawa Coast'
Eligible sites as Proclaimed 5 September 1865 'Ngatiruanui Coast'
0
10
20
Kilometres

2.40 The lands taken greatly exceeded the minimum necessary for achieving the purpose of the New Zealand Settlements Act. They included the whole of the confiscation districts rather than just the lands required for the purpose of creating specific settlements. The confiscations also deprived both "loyal" and "rebel" Maori alike of the ownership and use of their lands, despite the statement in the confiscation proclamation of 2 September 1865 that the land of "loyal inhabitants" would be taken only where "absolutely necessary for the security of the country".

2.41 In 1866, Parliament passed the New Zealand Settlements Acts Amendment Act, which retrospectively declared all of the instruments and proceedings made under the authority of the 1863 Settlements Act and subsequent amendments "absolutely valid" and beyond question "by reason of any omission or defect".

COMPENSATION COURT

2.42 The New Zealand Settlements Act 1863 and subsequent amendments provided for a Compensation Court to be set up to compensate certain Maori whose lands were confiscated by the Crown. Sections 5 and 6 of the Act precluded from receiving compensation any Maori who had made war or carried arms against Crown forces, assisted those who had, or who had refused to give up arms when requested. The compensation process and its outcomes added to the uncertainty, distress and confusion among the people of Te Atiawa as to where they were to live and whether they had security of title.

2.43 Those Maori considered "rebels" could not make claims. In many cases the Court relied on the evidence of very few witnesses to determine who was a loyal and who was a rebel, rather than fully investigating the circumstances of each person affected. The Court excluded other claimants, such as those who did not appear at hearings, and many absentee iwi members. Hearings began while war was continuing, making it difficult for some claimants to attend.

2.44 All of the Compensation Court awards in northern Taranaki were based on out-of-Court settlements, which the Court did not inquire into. One such agreement was reached with the Ngati Rahiri hapu of Te Atiawa in 1866. Prior to the passing of the New Zealand Settlements Act 1863, Ngati Rahiri had agreed to move off their traditional lands around Tikorangi so that the Crown could establish a blockade and military settlement there. After the war, they returned to find their traditional lands overcome with settler homes and farms for which the Crown had issued grants. The 1866 agreement promised to return all of the lands not taken up by military settlements to Ngati Rahiri people. Ngati Rahiri resisted all attempts to individualise title to this land, and in 1869 the Compensation Court issued a certificate was which gave "the Ngatirahiri Tribe" the right to occupy "all the land owned by them [in the district] not taken for military settlement", later surveyed at 13,100 acres. However, both the award of this land, known as the Turangi block, and the 1866 agreement were then declared a "nullity" as the relevant Acts only allowed for land to be returned to individuals, rather than to iwi or hapu. In 1873, Ngati Rahiri were offered £500 as compensation for the loss of their traditional lands, but they refused to accept this money. Ngati Rahiri continued to demand that their land be returned to them, under customary title, for the next twenty years. In 1884, Ngati Rahiri finally acquiesced to the return of their lands under individualised title.

2.45 In the area corresponding roughly with the Te Atiawa rohe, awards made by the Court on the basis of these settlements were organized into four divisions: 4, 5, 6 and Waitara South. In total, the Compensation Court awarded approximately 37,200 acres in these divisions. In two of them (Waitara South and Division 6), awards were made to

individuals rather than to hapu, and therefore did not reflect customary forms of land tenure. Some awardees received land outside their traditional whanau areas.

2.46 The Court's ability to award land was compromised by the fact that by the time it began its hearings, the Crown had already disposed of most of the readily usable land in northern Taranaki to settlers. Within the 25,000 acre Waitara South block, the Crown had allocated over 14,000 acres of the more valuable land to settlers. This left only 10,000 acres that the Court could award to Te Atiawa, one thousand acres of which were coastal sand dunes. In the Ngatiawa Coast block, the Crown had given so much of the useful coastal land to military settlers that the Court's presiding judge threatened to eject military settlers "in order to restore a fair proportion of the land to the Natives". Compensation awards often included inland areas that were hilly, bush-clad, or difficult to access.

2.47 By 1880, the Crown had granted only 1,485 acres of the 39,943 acres awarded by the Compensation Court in the Ngatiawa Coast block, and approximately 6,130 acres of the 10,615 acre Waitara South awards. However, over 3,000 acres of the Waitara South grants had already been sold by Maori by 1880.

2.48 In 1867, the Crown also promised awards of land to the absentee owners from each iwi. 'Te Atiawa' absentees were awarded 2,700 acres, and absentees from Puketapu hapu were awarded 2,100 acres. By 1880, the Crown had not yet granted any of the awards that it had promised.

LATE PURCHASES

2.49 By the early 1870s, some Taranaki Maori who had been displaced by the wars of the 1860s had returned to their homes within the confiscated territory. The Crown had not prevented this, and as a result many Taranaki Maori believed that the confiscation had been abandoned. From 1872, under mounting pressure to find land for European settlers, and apparently in recognition of the impracticality of enforcing the confiscation almost a decade after it was proclaimed, the Crown began to purchase substantial quantities of Maori land in the interior of Taranaki, both inside and outside the confiscation boundary.

2.50 In 1873 and 1874, the Crown purchased two blocks of land within the confiscated area from groups of Te Atiawa. These were the 32,830 acre Moa-Whakangerengere block and the 11,200 acre Manganui block. Those hapu of Te Atiawa who signed these deeds received just over 400 acres of reserves in the Manganui block, and no reserves in the Moa-Whakangerengere block. However, the Moa-Whakangerengere purchase deed made provision for members of the selling hapu to repurchase lands in the block at 10 shillings per acre, more than three times the price paid by the Crown. By 1880, none of the reserves set aside in these purchases had been defined or gazetted by the Crown.

2.51 These purchases were carried out at a time of great uncertainty about the status of confiscated land. Changing or contradictory statements made by Crown officials or Ministers, alongside the inconsistent enforcement of confiscation across Taranaki, meant that many Maori had lost any sense of security regarding land ownership. Crown purchasing of Te Atiawa land that had already been confiscated added to this confusion by treating Te Atiawa as the rightful owners, reinforcing the perception that the confiscation had been abandoned.

PARIHAKA

2.52 Before the wars of the 1860s had ended, in late 1865 or early 1866, a movement for peace and independence was established at Parihaka in western Taranaki under the leadership of Te Whiti o Rongomai and Tohu Kakahi. In the early 1870s, the settlement that Te Whiti and Tohu established under these principles grew rapidly as Maori displaced by confiscation and war arrived from throughout Taranaki. The permanent population of Parihaka consisted of Maori from throughout Taranaki and beyond, including Te Atiawa.

2.53 Throughout the 1870s, the Crown continued in its efforts to make the previously-confiscated Taranaki lands available for European settlement. In 1878, Parihaka and south Taranaki Maori leaders allowed the Crown to survey lands in south Taranaki on the basis that large reserves would be made for Maori occupation and that burial places, cultivations, and fishing grounds would be protected. However, after Maori became concerned that the surveyors were not marking out reserves that Crown officials had promised them, Te Whiti and Tohu ordered the surveyors to be peacefully evicted from the lands. In the following weeks communication between Parihaka and the Crown broke down. Te Whiti, who by this time wielded significant influence among many Taranaki Maori, stated that the surveys should not be opposed.

2.54 At the end of May 1879, Te Whiti and Tohu directed men to plough settlers' land throughout Taranaki. Premier Grey understood the action to be an attempt to draw his attention to land issues in Taranaki, and an assertion of a legal right over land that had been confiscated or alienated from Maori in other ways.

2.55 Many settlers felt threatened by the protests and demanded an increased armed presence, while others volunteered to serve in the event of a war. The Crown began to arm large numbers of settlers and place Armed Constabulary officers around the Taranaki district. However, the Crown also advised settlers, on several occasions, not to take the law into their own hands. In June 1879, Premier Grey instructed the head of Crown forces in Taranaki to arrest any ploughmen whose actions were likely to lead to a disturbance of the peace.

2.56 Between 30 June and 31 July, 182 ploughmen were arrested at locations around Taranaki, including Tikorangi, Bell block, and Huirangi in the Te Atiawa rohe. They were charged under the Malicious Injuries to Property Act 1867 with causing to damage to land exceeding £5 in value. Some were also charged with "conduct calculated to cause a breach of the peace". The first 136 ploughmen arrested, including a number of Te Atiawa people, were sent to Wellington to await Supreme Court trial.

2.57 The final forty-six ploughmen arrested were tried in the New Plymouth Magistrate's Court between 23 and 29 July 1879. They were found guilty of charges including causing damage to land "to the extent of over £5" and disturbing the peace. They were sentenced to two months' imprisonment in Dunedin, and required to pay £600 sureties each for good behaviour for a period of twelve months. Those arrested at Bell block were ordered to serve their initial two-month sentences with hard labour.

2.58 Soon after the last of the ploughmen were arrested, Parliament passed the Maori Prisoners' Trial Act 1879. The preamble of this Act stated that it was necessary for "the ordinary course of law [to] be suspended", so that the Crown could alter the time and location of the prisoners' trials if "for any reason, it is expedient". The Act was extended in December by the Confiscated Lands Inquiry and Maori Prisoners' Trials Act 1879. In January 1880, all of the prisoners being held without trial in Wellington were transferred to prisons in Dunedin and Hokitika.

2.59 In July 1880, the Maori Prisoners Act was passed to dispense with trials altogether, despite strong opposition from some Members of Parliament. Section 3 of the Act provided for the continuing detention of those prisoners who had not received a trial. Accordingly, all of the first 136 ploughmen arrested were deemed to be "lawfully detained", and continued to be held in South Island prisons without the benefits of a trial.

2.60 Section 3 of the Maori Prisoners Act 1880 also applied to those prisoners who had been tried and convicted, and whose twelve-month sentences for being in "default of entering into sureties to keep the peace" were due to expire the week after the Act was passed. The application of section 3 to these forty-six prisoners, most of whom were Te Atiawa, meant that all of them were detained for periods longer than the sentences imposed by the Court. Crown proclamations extended the provisions of the Act for additional three-month periods on 26 October 1880, and again in January and April 1881.

2.61 In early 1880, the Crown sent forces to build a coastal road through the Parihaka district. When the road reached the Parihaka block, Crown forces pulled down fences around Maori cultivations, exposing them to their horses and wandering stock. Some soldiers also looted Maori property. As the fences were broken, Te Whiti and Tohu sent fencers to repair them. Crown forces began to arrest the fencers on 19 July 1880.

2.62 In August, Parliament passed the Maori Prisoners' Detention Act 1880 to ensure that fencers arrested after 23 July 1880 could also be detained under the provisions of the Maori Prisoners Act 1880, the terms of which had only applied to those who were already in custody at the time it was passed.

2.63 None of the first 157 fencers arrested received a trial. All were sent to South Island prisons. No records of the tribal affiliations of the fencers arrested seem to have been made. However, these prisoners were very likely broadly representative of the Parihaka population at the time, known to include people from Te Atiawa.

2.64 On 1 September 1880, Parliament passed the West Coast Settlements (North Island) Act, which made some of the activities that had characterised the protests, such as removing survey pegs, erecting fences, and ploughing, criminal offences. On 4 September 1880, fifty-nine more fencers were arrested, tried under this Act, found guilty of obstructing a constabulary road, and sentenced to two years of hard labour in Lyttleton. The final seven fencers arrested on 5 September were sent directly to Lyttleton without trial.

2.65 In total, the Crown imprisoned 405 Maori, including 182 ploughmen and 223 fencers for their participation in the peaceful resistance campaigns of 1879 and 1880.

2.66 Prisoners performed hard labour, and evidence suggests that some fell ill through a combination of harsh conditions and an unfamiliar climate. Contemporary reports suggested that some of those Parihaka prisoners transferred to South Island jails experienced gross overcrowding, and that several were subject to solitary confinement with bread and water rations for "trifling offences", some for up to two months. Some of those imprisoned later reported that they had been forced to swim out to sea and back at gunpoint. The last prisoners were released in June 1881. Taranaki Maori oral traditions record the grief that prisoners suffered as a result of their separation from their homes, community, wives, children and families.

2.67 Some Te Atiawa prisoners died while in exile from Taranaki. In 1880, Watene Tupuhi and Pererangi of Te Atiawa died of consumption in Dunedin, and in 1881 another Te Atiawa member, Pitiroi Paekawa, died of unknown causes. All three men were buried in paupers' graves in Dunedin's North Cemetery.

2.68 On several occasions, senior Crown figures stated that the duration of the prisoners' detention was determined more by the political situation in Taranaki than by the particular offences with which they had been charged, and in some cases, convicted. In January 1880, the Governor issued a proclamation in which he stated that "acts of lawlessness have taken place which endanger the peace of the country, and prisoners are held in prison till the confusion is brought to an end". In July 1880, the Native Minister spoke in support of the Maori Prisoners Act 1880 by stating that "it mattered very little whether [the prisoners] had been brought to trial or not. If convicted they would not perhaps get more than 24 hours imprisonment for their technical offences. The trial meant nothing so far as the detention of the prisoners was concerned".

2.69 Numerous contemporary newspaper reports described the arrested ploughmen and fencers as political prisoners. In August 1880, the Crown-appointed West Coast Commission concluded its final report by stating that Taranaki Maori were being imprisoned "not for crimes, but for a political offence in which there is no sign of criminal intent".

2.70 On 7 October 1880, the Crown released twenty-five ploughmen as an "experiment" to gauge how Taranaki Maori, and the prisoners themselves, would react. The next release of prisoners did not occur until December 1880, approximately eighteen months after the first ploughmen were arrested.

2.71 In January 1881, John Bryce resigned as Native Minister after failing to convince his colleagues of the need to take "active measures" against Parihaka. He was replaced by William Rolleston, who favoured a more moderate approach. Under Rolleston, the rest of the prisoners were released, and all were returned to Taranaki by June 1881. Those fencers released at this time had been in prison for between 10 and 12 months, while those ploughmen released had been in prison for almost two years. A few of those released were reported to be very unwell.

The Invasion of Parihaka

2.72 In June 1881, Crown forces engaged in road-making again opened fences surrounding cultivations near Parihaka. Residents of Parihaka, including Te Atiawa people, again repaired them. In August, Maori from Parihaka and surrounding settlements began to clear and fence traditional cultivation sites, some of which lay on coastal sections that the Government had already surveyed or sold to European settlers. As tensions increased, the Crown again increased the Armed Constabulary presence around Parihaka to more than 1,500 men.

2.73 On 5 November 1881, more than 1,500 Crown troops, led by the Native Minister, invaded Parihaka. No resistance was offered. Over the following days, some 1,600 men, women and children not originally from Parihaka were forcibly expelled from the settlement and made to return to their previous homes. Houses and cultivations in the vicinity were systematically destroyed, and stock was driven away or killed. Some looting also occurred during the occupation, although this was against orders and resulted in the dismissal of some members of the Crown's forces. Special legislation was subsequently passed to restrict Maori gatherings, and entry into Parihaka was regulated by a pass system. Taranaki Maori, including Te Atiawa, assert that women were raped and otherwise molested by the soldiers.

2.74 Six people were arrested during the invasion, including Te Whiti and Tohu, who were charged with sedition. Their trials were postponed, and ultimately special legislation was passed to provide for their imprisonment without trial. Te Whiti and Tohu were held until March 1883. A second piece of legislation was passed to indemnify those who, during

the invasion of Parihaka, had carried out certain acts which "may have been in excess of legal powers".

2.75 Some 5,000 acres of the promised reserve at Parihaka were taken by the Crown as compensation for the costs of its military activities at Parihaka.

2.76 The Sim Commission concluded in 1927 that the Crown was directly responsible for the destruction of houses and crops, and "morally if not legally" responsible for the acts of the soldiers who were brought into Parihaka. It recommended the payment of £300 as an acknowledgement of the wrong that was done to the people of Parihaka.

WEST COAST COMMISSIONS

2.77 During the short period between the ploughing and fencing campaigns of 1879 and 1880, the first West Coast Commission was set up under Section 2 of the Confiscated Lands Inquiry and Maori Prisoners' Trials Act 1879 "to make provision for an Inquiry into alleged Grievances of Aboriginal Natives in relation to certain Lands taken by the Crown under the authority of Law". This required Maori to present claims to the Commissioners, who would then consider those claims and report their "opinion" to the Governor.

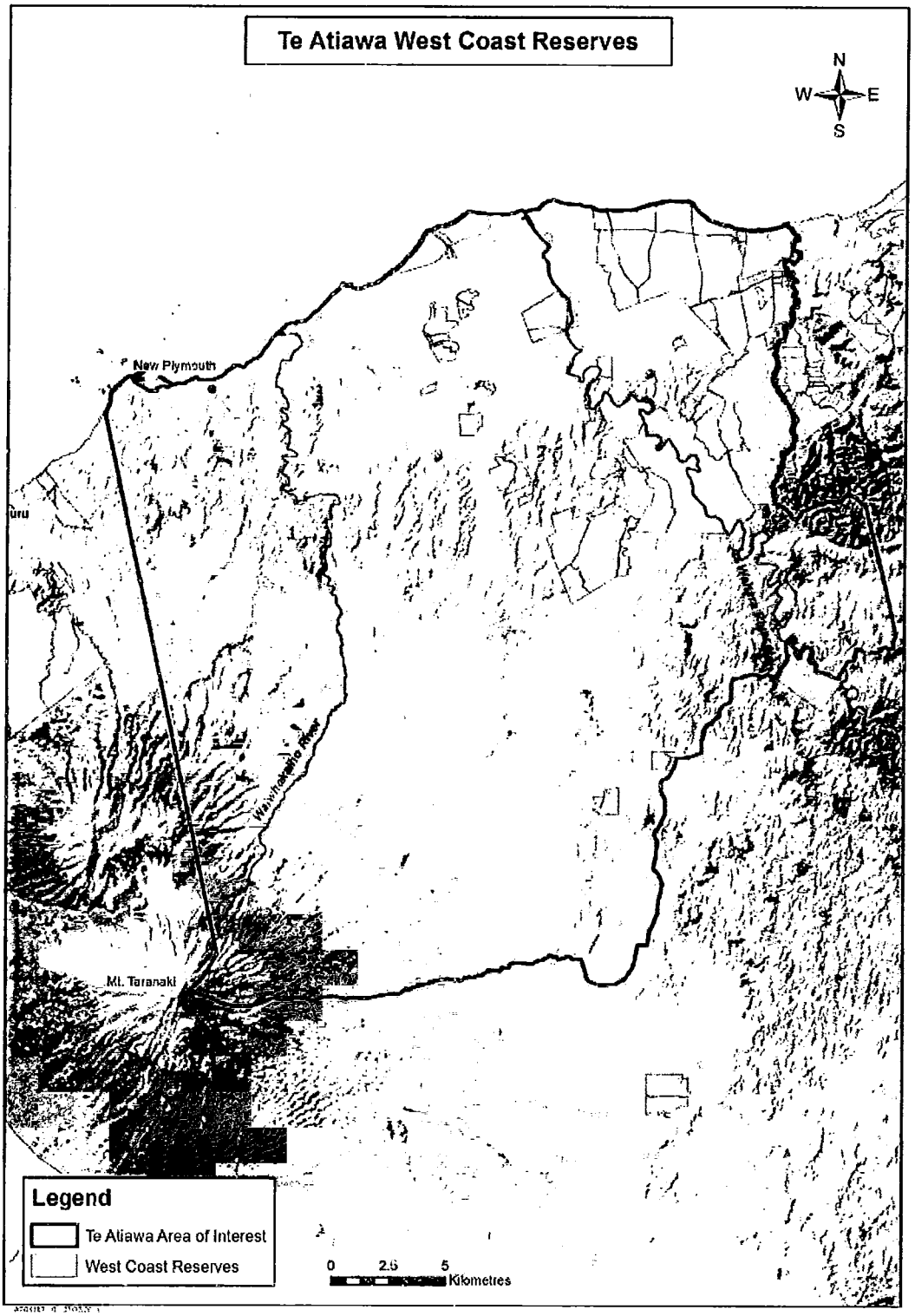
2.78 The Maori Member of Parliament appointed to the first Commission resigned, claiming that his fellow Commissioners were not impartial. The other Commissioners had previously been Ministers responsible for Native Affairs, and had supported the enforcement of confiscation.

2.79 The functions of the first Commission were narrowly focused on the Compensation Court awards and specific Crown promises and did not empower the Commission to inquire into the question of fairness of the confiscations and compensation process. The first Commission refused to hear counsel who wished to question the validity of the confiscation.

2.80 The Commission's final report found that the Crown had failed, over a number of years, to fulfil promises about reserves for Maori. They then described the extent of the reserves that they thought were required to satisfy Maori grievances. However, these recommendations sought to balance Maori grievances against the Crown's wish to secure land for European settlement. In their final report, the Commissioners stated that "the true solution of the trouble on the coast is, after all, occupation and settlement ... [and that] the establishment of English homesteads, and the fencing and cultivation of the land, will be the surest guarantee of peace".

2.81 The first Commission recognised Ngati Rahiri's grievances with regard to the loss of their traditional lands, and assured them that compensation would be made to them. In 1884, the second Commission recommended compensating Ngati Rahiri £4,000 for those parts of their lands that they had lost to military settlement. However, the Commission then suggested that the money should not be paid to Ngati Rahiri directly, but should instead be used to pay for fencing roads that the Crown had built through Ngati Rahiri lands. This, the Commission stated, would help prevent "very great trouble ... in the future when the block, or adjacent blocks, may be occupied by Europeans".

2.82 A second West Coast Commission was appointed in December 1880 to implement the recommendations of the first Commission. It arranged for the return of 201,395 acres to Maori across Taranaki. Another 13,280 acres were later added, making a total of 214,675 acres returned in all. Less than one-fifth was located in northern Taranaki.


Te Atiawa West Coast Reserves
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Te Atiawa Area of Interest
West Coast Reserves
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2.5
5
Kilometres

2.83 The second Commission recommended granting reserves totalling 26,657 acres between Bell Block and White Cliffs. Most of this land, approximately 22,500 acres, lay within an area to the West of the Urenui River, which covered most of the lands in which Te Atiawa held interests. These 22,500 acres were allocated in fifty-one grants to 1,108 grantees. These reserves were supposed to be capable of supporting their residents. However, the reserves in the Te Atiawa rohe amounted to approximately twenty acres per grantee, much less than the fifty acres per man, woman and child minimum specified in Section 24 of the Native Land Act of 1873. The small size of the reserves was compounded by their poor quality. Much of this land was rough, inaccessible, or covered in bush, and in most cases, the second Commission did not make allowance for the poor quality of the available land. Te Atiawa people were thus left with insufficient agricultural land for their present and future needs.

2.84 The ownership of the blocks to be returned was determined by the second Commission without right of appeal by claimants. Of the reserves granted to Te Atiawa, virtually all was returned under individualised title, with the exception of four reserves to be held in trust for hapu of Te Atiawa. The Puketapu and Matataiore reserves, along with another unnamed reserve, totalling 908 acres, were granted in trust for the "Puketapu Tribe", while a fifty-one acre block in the Tikorangi District was granted in trust for "the Ngatirahiri Tribe". Many of the Te Atiawa reserves were protected against alienation by sale when granted, but by the end of the nineteenth century these restrictions had been removed by statute. The West Coast Settlement Reserves Act 1892, for example, provided "that the restrictions, conditions, and limitations contained in the Crown grants of reserves shall be deemed not to exist", to allow those reserves to be leased.

THE PUBLIC TRUSTEE

2.85 The second Commission recommended a system of management that placed the reserves under the control of the Public Trustee rather than the owners. Under the West Coast Settlement Reserves Act of 1881, reserves were placed under the administration of the Public Trustee, who was to act both for "the benefit of the natives" and "the promotion of settlement". The Act provided for leases of up to twenty-one years for agricultural purposes and fifty-two years for building purposes, with rents being based on "the best improved rent obtainable at the time". The Act also enabled the Public Trustee to lease or sell the reserves to non-Maori tenants.

2.86 The West Coast Settlement Reserves Act of 1881 instructed the Public Trustee to consult with Maori about the management of reserves "as far as conveniently may be", and to administer each reserve "as far as possible in accordance with the interests of the Natives interested in such reserve". However, final decisions around the administration of reserves were made at the discretion of the Trustee. Invariably, those decisions benefitted leaseholders. Much of the land under the Public Trustee's administration was leased without the consent of the owners. While Europeans were granted long-term leases on the reserves against which they could borrow, Maori were granted less-secure short-term leases and occupation licences, which were terminable at short notice.

2.87 The West Coast Settlement Reserves Act 1881 was amended at least five times over the next ten years. As a consequence of these changes leasing regulations became increasingly inconsistent and their legality uncertain. In 1892, the laws governing the leasing of the Taranaki reserves were re-written as the West Coast Settlement Reserves Act 1892. The 1892 Act vested all West Coast Reserves in the Public Trustee in trust for the Maori owners. The Act provided for perpetually renewable leases with rent based on the unimproved value of the land. In effect, these leases created permanent European settlements on the reserves. Leases previously granted by the Public Trustee which conflicted with the terms of the Crown grants were validated, as were earlier reductions

in rent. Charges for surveying, constructing fences, drainage, and roads were paid out of rents.

2.88 In 1934, after the arbitration system for setting rentals resulted in a reduction of rents, the Native Trustee, on behalf of the Maori beneficiaries, successfully pursued the matter in the Supreme Court. In response, Parliament passed the Native Purposes Act 1935 to amend the definition of improvements. In effect, this nullified the court decision and led to a reduction in rents Maori would otherwise have received. In 1948, a Royal Commission of Inquiry into the West Coast Settlement Reserves condemned the 1935 Act, stating that its hurried passage through Parliament without Maori knowledge had deprived Maori of any opportunity to protest, despite its importance to their interests. The Commission also concluded that Maori had "suffered a grave injustice" as a result of the 1935 Act, and recommended that the beneficial owners should receive £30,000 in compensation.

2.89 The Maori Reserved Land Act 1955 continued the system of perpetual leases, empowering the Maori Trustee to convert any outstanding fixed term leases to leases in perpetuity. The legislation also allowed the Maori Trustee to acquire uneconomical interests or purchase any interest that the beneficiary or beneficiaries in question wished to sell, and to sell that land under such terms as the Trustee saw fit.

GOVERNMENT INQUIRIES AND THE SIM COMMISSION

2.90 Between 1890 and 1975, at least twelve major Crown inquiries considered the operation of the perpetual lease regime. Several criticised the regime in very strong terms. The 1891 Rees-Carroll Commission, for example, stated that "[t]he Maoris' rights were confiscated by one dash of the pen" and that "[i]t would be difficult to imagine a more flagrant case of legislative robbery." When considering the various Acts and Amendments passed up to 1912, the McArthur-Kerr Commission identified two main themes: that "every legislative measure has been in favour of the lessees" and that "on no occasion has the Native owner been consulted in reference to any fresh legislation".

2.91 The Sim Commission of 1926-27 was set up to investigate confiscations under the New Zealand Settlements Act 1863 and subsequent legislation, but its terms of reference were limited. It did not consider compensation for imprisonment or economic loss suffered. The Commission could only investigate whether confiscations exceeded what was "fair and just", and was not permitted to consider any claim that Maori "who denied the Sovereignty of Her Majesty and repudiated Her authority", nor whether the New Zealand Parliament had the power to pass the confiscation laws.

2.92 The Commission had limited time and resources for its purpose and therefore did not fully investigate the return of land, wahi tapu and other taonga. Despite its limitations, the Sim Commission represented the first time that Taranaki Maori received serious consideration of their grievances.

2.93 With regard to the outbreak of war that led to the confiscations, the Sim Commission concluded that Te Teira was not entitled to sell the Pekapeka block without the consent of Wiremu Kingi and his people, and that the Crown's announcement that military operations were about to be undertaken against Wiremu Kingi's people in 1860 was made "before they had engaged in rebellion of any kind", and that in those circumstances they "had no alternative but to fight in their own self-defence". It found that "the occupation of Tataraimaka [in 1863] was, in the circumstances, a declaration of war against the Natives", and that war could have been avoided if the Waitara purchase had been abandoned before the occupation of Tataraimaka. The Commission stated that both the first and second Taranaki wars arose from the Waitara purchase.

2.94 For these reasons, the Commission argued that while those Maori who fought in the second Taranaki war "were engaged in rebellion within the meaning of the New Zealand Settlements Act 1863 ... they ought not to have been punished by the confiscation of any of their lands".

2.95 The Sim Commission recommended that the Crown should make annual reparations of £5,000, to be administered by a Board for the benefit of those Taranaki Maori whose lands had been confiscated. The Commission also recommended a single payment of £300 in acknowledgement of "the wrong that was done to the Natives at Parihaka", including the destruction of crops and the looting of residents' property. However, these payments were not discussed with the iwi concerned, and were never accepted as adequate. Payments were delivered in irregular sums and at irregular intervals each year until the Taranaki Maori Claims Settlement Act of 1944 provided for a regular annual £5,000 payment to the Taranaki Maori Trust Board. The 1944 Act also provided for the £300 Parihaka reparation to be paid, seventeen years after the Sim Commission first recommended it.

2.96 The Taranaki Maori Claims Settlement Act 1944 stated that Maori agreed to accept the sums in full settlement of claims relating to the confiscations and Parihaka. There is no evidence that Te Atiawa or any other iwi of Taranaki agreed to this. Neither these nor the previous annuities were inflation indexed, which subsequently became an issue for Taranaki Maori.

AMALGAMATION

2.97 In 1963, Maori were further disassociated from their ancestral land when the titles to reserves, many of which had become divided among large numbers of owners through inheritance, were amalgamated into a single title. Owners no longer had a specific interest in their customary land but only a proportional interest in reserves throughout Taranaki. A 1967 amendment to the Maori Reserved Land Act 1955 facilitated further sales. The amendment provided that the Maori Trustee could sell lands to lessees, provided a proportion of the aggregated owners agreed, even if the owners with ancestral links to those blocks were opposed to selling. Between 1968 and 1975 the Maori Trustee sold 16,325 acres from the Parininihi ki Waitotara Reserve.

2.98 By 1974, 63% of reserved land originally vested in the Public Trustee throughout Taranaki had been sold and a further 26% was under perpetual lease.

2.99 In 1976, following the recommendation of the Commission of Inquiry into Maori Reserved Land, the amalgamated reserve was vested in the Parininihi ki Waitotara Incorporation. The Paraninihi ki Waitotara Incorporation, in which all owners were shareholders, was formed to administer perpetually leased lands transferred from the Maori Trustee. Owners no longer had any direct interest in their ancestral land.

2.100 Today, less than five per cent of the area that was reserved following confiscation is owned by Maori people as Maori freehold land. Succession has fragmented interests, so that over time the returns to individuals have generally diminished.

PUBLIC WORKS

2.101 The Crown has acquired Te Atiawa land under Public Works legislation. Land taken includes wahi tapu of particular significance to Te Atiawa. In 1964 the Crown acquired 479 acres of Te Atiawa land for New Plymouth Airport, which included a significant pa site and at least three urupa of the Puketapu hapu of Te Atiawa. This land was part of the Puketapu reserve which had been granted in Trust for the Puketapu Tribe in 1880

and deemed "absolutely inalienable", but which was opened to alienation by the passage of subsequent Acts.

NATURAL RESOURCES

2.102 Traditionally, the volcanic soil, plentiful fresh water, and rich marine life of the Te Atiawa rohe provided its people with food resources, medicines and materials that were used for a range of domestic, artistic and ceremonial purposes.

2.103 Today, the natural resources of Taranaki contribute significantly to a prosperous regional economy. Taranaki has a strong dairy sector with around 1,731 dairy herds, which together produce 10.4 per cent of New Zealand's total milk solids. The Taranaki region also contains all of New Zealand's oil and gas production.

2.104 However, many Te Atiawa people feel that their ability to take advantage of the region's natural resources has been severely limited by historic Crown actions. Access to rivers, lakes, forests, swamps, the coast and all of the associated resources, has been severely affected by the large scale alienation of Te Atiawa lands. In 1937, Parliament passed the Petroleum Act to nationalise all petroleum resources in New Zealand and exclude land owners from receiving royalties from commercial oil fields. Maori leaders and opposition politicians objected at the time that the nationalisation of petroleum deprived Maori of the ability to earn royalties from the petroleum beneath their lands and was contrary to the principles of the Treaty of Waitangi.

2.105 The ability of Te Atiawa to use natural resources has also been diminished by various kinds of environmental degradation. The development of intensive agriculture has led to extensive deforestation, decreased soil and water quality, and decreased biodiversity in some areas. In the twentieth century, residential, agricultural, and industrial discharges polluted rivers in the Te Atiawa rohe.

2.106 For Te Atiawa, a particularly serious grievance arises from the degradation of the extensive offshore reefs that once served as important fishing grounds for many hapu of Te Atiawa. In addition to their value as a source of seafood for themselves, the reefs contributed to the prestige of Te Atiawa by allowing them to provide seafood in abundance to their guests. The rich history and cultural values associated with the reefs also played an important role in defining and perpetuating Te Atiawa culture.

2.107 By the 1980s, the pollution of rivers and offshore discharges made it unsafe to gather seafood from many parts of those reefs. For Te Atiawa, the release of material including human waste contaminated not only the food collected from the reefs, but the life-force of the water, and by extension, the spiritual health of the people.

From Raupatu to Restoration

2.108 For more than 160 years, Te Atiawa struggled against the effects of Crown actions including disruptive land purchasing practices, war, the loss of their land through confiscation, the imposition of a system of perpetual leasing, and large-scale changes to their traditional environment. Together, these actions have undermined Te Atiawa social structures, cultural traditions and the distinctive Taranaki reo. In recent years, many Te Atiawa people have experienced poor health, relatively low levels of educational attainment, and high unemployment.

2.109 Despite the challenge of historical Crown actions and omissions, Te Atiawa have proved resilient. The number of people who affiliate to Te Atiawa is large and growing, and a higher proportion of their people are taking up opportunities in education and employment. Today, Te Atiawa express their vision for the future in terms of moving from raupatu to redress to restoration.

3 ACKNOWLEDGEMENTS AND APOLOGY

ACKNOWLEDGEMENTS

3.1 The Crown acknowledges that despite previous efforts made in the twentieth century, it has failed to deal in an appropriate way with the grievances of Te Atiawa, and that the recognition of these grievances is long overdue. The Crown hereby recognises the legitimacy of the historical grievances of Te Atiawa and makes the following acknowledgements.

3.2 The Crown acknowledges that by the early 1850s, Te Atiawa people were participating successfully in the emerging Taranaki trading economy.

3.3 The Crown acknowledges that:

3.3.1 it carried out purchases in the Te Atiawa rohe despite being aware of significant disagreement among Maori over those sales;

3.3.2 its purchasing contributed to discord, enmity, and fighting within hapu of Te Atiawa, resulting in the loss of life;

3.3.3 the cumulative effect of the Crown's actions in continuing to purchase land in Taranaki created tensions that eventually led to the outbreak of war between the Crown and Maori in Taranaki;

3.3.4 Te Atiawa suffered loss of life and the destruction of homes, property, and cultivations during the Taranaki wars; and

3.3.5 the Taranaki wars constituted an injustice and were in breach of the Treaty of Waitangi and its principles.

3.4 The Crown acknowledges that:

3.4.1 it unfairly treated Te Atiawa as being in rebellion;

3.4.2 the confiscations of 1865 were indiscriminate in extent and application and had a devastating effect on the welfare, economy, culture, and social development of Te Atiawa;

3.4.3 as a result of the confiscations, Te Atiawa were deprived of access to their wahi tapu and sites of ancestral significance, traditional sources of food and other resources on that land; and

3.4.4 the confiscations were wrongful and unjust, and were in breach of the Treaty of Waitangi and its principles.

3.5 The Crown acknowledges that the prejudicial effects of the confiscations were compounded by the inadequacies in the Compensation Court process, including long delays in the promised return of land to Te Atiawa individuals. These delays left many Maori, including Te Atiawa, uncertain about the status of their lands and without security about where they were to live.

3.6 The Crown acknowledges that:

3.6.1 it imprisoned members of Te Atiawa and other Maori of Taranaki for their participation in the peaceful resistance campaign initiated at Parihaka in 1879 and 1880;

3.6.2 it promoted legislation that "suspended the ordinary course of law", and as a result:

(a) most prisoners, including many Te Atiawa people, were detained without trial; and

(b) some of those Te Atiawa prisoners who did receive trials were detained beyond the expiration of their court-imposed sentences;

3.6.3 the ongoing detention of these Te Atiawa prisoners assumed the character of an indefinite detention;

3.6.4 the imprisonment of Taranaki Maori in South Island gaols for political reasons inflicted unwarranted hardships on them and their whanau and hapu; and

3.6.5 the treatment of these political prisoners:

(a) was wrongful, a breach of natural justice, and deprived them of basic human rights; and

(b) was a breach of the Treaty of Waitangi and its principles.

3.7 The Crown acknowledges that:

3.7.1 large numbers of Te Atiawa people were residing at Parihaka when it invaded the settlement in 1881;

3.7.2 it inflicted serious damage on the prosperous Maori village of Parihaka and the people residing there, forcibly dispersed many of the inhabitants, and assaulted the human rights of the people;

3.7.3 these actions caused great distress and were a complete denial of the Maori right to develop and sustain autonomous communities in a peaceful manner; and

3.7.4 its treatment of Te Atiawa people at Parihaka was unconscionable and unjust and that these actions constituted a breach of the Treaty of Waitangi and its principles.

3.8 The Crown acknowledges that:

3.8.1 the West Coast Commissions were inadequate in their scope and therefore did not fully address the injustices perpetrated by the confiscations;

3.8.2 the reserves created for Te Atiawa by the second West Coast Commission in the 1880s were:

(a) virtually all returned under uncustomary individualised title;

(b) mainly situated in rough inaccessible bush; and

(c) insufficient for the present and future needs of Te Atiawa.

3.8.3 its actions with respect to the West Coast Settlement Reserves, considered cumulatively, including the imposition of a regime of perpetually renewable leases and the sale of large quantities of land by the Public and Maori Trustee:

(a) ultimately deprived Te Atiawa of the control and ownership of the lands reserved for them in Taranaki; and

(b) were in breach of the Treaty of Waitangi and its principles.

3.9 The Crown acknowledges that the lands and other resources confiscated from Te Atiawa have made a significant contribution to the wealth and development of New Zealand.

3.10 The Crown acknowledges that its nationalisation of petroleum resources in New Zealand in 1937 caused a great sense of grievance within Te Atiawa that is still held today.

3.11 The Crown acknowledges that the people of Te Atiawa have experienced significant distress at the degradation of their environment, including the loss or displacement of indigenous plants and animals, and the pollution of waterways and important offshore fishing reefs.

3.12 The Crown recognises the efforts and struggles of Te Atiawa in pursuit of their claims for redress and compensation against the Crown for 140 years.

3.13 The Crown acknowledges that its breaches of the Treaty of Waitangi and its principles during the nineteenth and twentieth centuries have together significantly undermined the traditional systems of authority and economic capacity of Te Atiawa, and the physical, cultural, and spiritual wellbeing of its people. The Crown acknowledges that it has failed to protect the rangatiratanga of Te Atiawa, in breach of its obligations under Article Two of the Treaty of Waitangi.

APOLOGY

3.14 The Crown offers the following apology to the tupuna, the descendants, the hapu and the whanau of Te Atiawa.

3.15 The Crown regrets its actions which caused enmity and fighting among Te Atiawa, and which ultimately led to war between Taranaki Maori and the Crown. The Crown unreservedly apologises for its actions during the Taranaki Wars which resulted in the destruction of your property, hardship, and the loss of life of your people.

3.16 The Crown is sorry for the immense prejudice it caused by confiscating the lands of Te Atiawa. The raupatu was indiscriminate, unjust, and unconscionable. The Crown deeply regrets the damage this caused to the economy and society of Te Atiawa.

3.17 The Crown profoundly regrets its unjust treatment of those Te Atiawa people it imprisoned for taking part in campaigns of peaceful resistance. The Crown sincerely apologises to those tupuna it exiled hundreds of kilometres from their homes, to the whanau who grieved in their absence, to their descendants, and to Te Atiawa.

3.18 The Crown deeply regrets and unreservedly apologises for its unconscionable actions at Parihaka, and for the damage those actions caused to the community and to those Te Atiawa people who resided there.

3.19 The Crown is remorseful that its failure to uphold the Treaty of Waitangi has undermined the social structures, autonomy, culture, and well-being of Te Atiawa. The Crown solemnly apologises to Te Atiawa for all its breaches of the Treaty of Waitangi and its principles.

3.20 Through this settlement and this apology, the Crown hopes to relieve the burden of grievance that Te Atiawa has carried for so many years, and to assist the process of healing. The Crown looks forward to building a relationship of mutual trust and co-operation with Te Atiawa based on respect for the Treaty of Waitangi and its principles.

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 Te Atiawa is not possible;

4.1.3 Te Atiawa intends 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 Te Atiawa and the Crown (in terms of the Treaty of Waitangi, its principles, and otherwise).

4.2 Te Atiawa 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;

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

4.3.3 the settlement is final.

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

4.5 Without limiting clause 4.4, nothing in this deed or the settlement legislation will:

4.5.1 extinguish or limit any aboriginal title or customary right that Te Atiawa may have; or

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

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

(a) affect a right that Te Atiawa may have, including a right arising:

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

(ii) under legislation; or

(iii) at common law (including in relation to aboriginal title or customary law); or

(iv) from a fiduciary duty; or

(v) otherwise; or

(b) be intended to affect any action or decision under the deed of settlement between Maori and the Crown dated 23 September 1992 in relation to Maori fishing claims; or

(c) affect any action or decision under any legislation and, in particular, under legislation giving effect to the deed of settlement referred to in clause 4.5.3(b), including:

(i) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; or

(ii) the Fisheries Act 1996; or

(iii) the Maori Fisheries Act 2004; or

(iv) the Maori Commercial Aquaculture Claims Settlement Act 2004.

4.6 Clauses 4.4 and 4.5 do not limit clause 4.3.

REDRESS

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

4.7.1 is intended to benefit Te Atiawa collectively; but

4.7.2 may benefit particular members, or particular groups of members, of Te Atiawa if the trustees so determine in accordance with Te Kotahitanga o Te Atiawa Trust's procedures.

IMPLEMENTATION

4.8 The settlement legislation will, on the terms provided by sections 14 to 19 of the draft settlement bill:

4.8.1 settle the historical claims;

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

4.8.3 provide that the legislation referred to in section 16 of the draft settlement bill does not apply:

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

(b) for the benefit of Te Atiawa or a representative entity;

(c) require any resumptive memorial to be removed from a computer register for, a cultural redress property, a purchased deferred selection property if settlement of that property has been effected, or any exclusive RFR land or any non-exclusive RFR land;

4.8.4 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 may hold or deal with property; and

(ii) Te Kotahitanga o Te Atiawa Trust may exist; and

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

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

5 CULTURAL REDRESS

MAUNGA TARANAKI

5.1 Te Atiawa and the Crown acknowledge that Maunga Taranaki is of great traditional, cultural, historical and spiritual importance to iwi of Taranaki.

5.2 This deed does not provide for an apology, or any cultural redress, by the Crown in relation to any of the historical claims that relate to Maunga Taranaki as that is yet to be developed in conjunction with Te Atiawa and other iwi of Taranaki.

5.3 Te Atiawa and the Crown agree that:

5.3.1 the trustees and the Crown will, as soon as practicable, work together with the mandated representatives of other iwi of Taranaki to develop an apology, and cultural redress, for Te Atiawa and other iwi of Taranaki in relation to the historical claims, and the historical claims of other iwi of Taranaki, that relate to Maunga Taranaki; and

5.3.2 the apology and cultural redress for Te Atiawa in relation to the historical claims that relate to Maunga Taranaki will not include any financial or commercial redress.

CULTURAL REDRESS PROPERTIES

Taumata Property

5.4 The settlement legislation will, on the terms set out in section 61 of the draft settlement bill, on the settlement date:

5.4.1 provide that the areas shown A and C on OTS-043-02A (subject to survey) cease to be historic reserves subject to the Reserves Act 1977;

5.4.2 provide that the legal road area shown D on OTS-043-02A (subject to survey) is stopped and vests in the Crown as Crown land subject to the Land Act 1948;

5.4.3 vest in the Crown as Crown land subject to the Land Act 1948 the fee simple estate in the area shown B on OTS-043-02A (subject to survey);

5.4.4 immediately upon the fee simple estates in areas shown B and D on OTS-043-02A (subject to survey) being vested in the Crown in accordance with clauses 5.4.2 and 5.4.3 and, subject to the trustees granting to the Crown a registrable easement in gross in favour of the Minister of Arts, Culture and Heritage on the terms and conditions set out in part 7 of the documents schedule, vest in the trustees the fee simple estate in those areas shown B, C and D on OTS-043-02A (subject to survey); and

5.4.5 vest the fee simple estate in that area shown A on OTS-043-02A (subject to survey) in the registered proprietor of computer freehold register TNG2/1258 (Taranaki Registry).

5.5 As set out in section 62 of the draft settlement bill, the parties acknowledge that in the event the Crown has not secured unconditional agreements for sale and purchase for the areas shown A and B on OTS-043-02A (subject to survey) before the settlement date, then the matters contemplated in clause 5.4 in relation to those areas, will not take effect.

Nga Motu: properties jointly vested in fee simple

5.6 The settlement legislation will vest in the trustees on the settlement date:

As a wildlife refuge subject to sections 7(1) and (3) of the Sugar Loaf Islands Marine Protection Area Act 1991

5.6.1 the fee simple estate in Mataora, Pararaki and Motuotamatea (as shown on deed plan OTS-043-03) as tenants in common in undivided half shares with the trustees of the Te Kahui o Taranaki Trust, as a wildlife refuge subject to sections 7(1) and (3) of the Sugar Loaf Islands Marine Protection Area Act 1991;

Subject to sections 7(1) and (2) of the Sugar Loaf Islands Marine Protection Area Act 1991

5.6.2 the fee simple estate in Moturoa, Motumahanga, Waikaranga and Whareumu (as shown on deed plan OTS-043-03) as tenants in common in undivided half shares with the trustees of the Te Kahui o Taranaki Trust, subject to sections 7(1) and (2) of the Sugar Loaf Islands Marine Protection Area Act 1991; and

Subject to sections 7(1) and (3) of the Sugar Loaf Islands Marine Protection Area Act 1991

5.6.3 the fee simple estate in Tokatapu and Koruanga / Motukuku (as shown on deed plan OTS-043-03) as tenants in common in undivided half shares with the trustees of the Te Kahui o Taranaki Trust, subject to sections 7(1) and (3) of the Sugar Loaf Islands Marine Protection Area Act 1991.

5.7 Despite the vesting of the properties described in clauses 5.6.1 to 5.6.3 or any subsequent transfer of them:

5.7.1 each property described in clauses 5.6.1 to 5.6.3 is to be managed as if it were held by the Crown as a conservation area under the Conservation Act 1987; and

5.7.2 any interests in land that affect a property described in clauses 5.6.1 to 5.6.3 must be dealt with for the purposes of registration as if the Crown were the registered proprietor of that property.

5.8 Each cultural redress property is to be:

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

5.8.2 vested on the terms provided by:

(a) sections 60 to 73 of the draft settlement bill; and

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

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

(a) required by the settlement legislation; and

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

OVERLAY CLASSIFICATION

5.9 The settlement legislation will, on the terms provided by sections 41 to 55 of the draft settlement bill:

5.9.1 declare each of the following sites is subject to an overlay classification:

(a) Pukerangiora Pa Historic Reserve (as shown on deed plan OTS-043-04);

(b) Puketarata-Parihamore Historic Reserve (as shown on deed plan OTS-043-05);

(c) Rimutauteka Scenic Reserve (as shown on deed plan OTS-043-06); and

(d) Waitara Scenic Reserve (as shown on deed plan OTS-043-07);

5.9.2 provide the Crown's acknowledgement of the statement of Te Atiawa's values in relation to each of the sites;

5.9.3 require the New Zealand Conservation Authority, or a relevant conservation board:

(a) when considering a conservation document, in relation to a site, to have particular regard to:

(i) the statement of Te Atiawa's values, and

(ii) the protection principles for the site;

(b) before approving a conservation document, in relation to a site, to:

(i) consult with the trustees; and

(ii) have particular regard to their views as to the effect of the conservation document on the values of Te Atiawa, and the protection principles, for the site;

5.9.4 provide that where the trustees advise the New Zealand Conservation Authority in writing that they have significant concerns about a draft conservation management strategy in relation to an overlay site, the New Zealand Conservation Authority will, before approving the strategy, give the trustees an opportunity to make submissions in relation to those concerns;

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

5.9.6 enable the making of regulations and bylaws in relation to the sites.

5.10 The statement of Te Atiawa's values, the protection principles and the Director-General's actions are in the documents schedule.

STATUTORY ACKNOWLEDGEMENT

5.11 The settlement legislation will, on the terms provided by sections 28 to 35 of the draft settlement bill:

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

(a) Awa te Take Pa Historic Reserve (as shown on deed plan OTS-043-08);

(b) Awa te Take Scenic Reserve (as shown on deed plan OTS-043-09);

(c) Bayly Road Conservation Area (as shown on deed plan OTS-043-23);

(d) Everett Park Scenic Reserve (as shown on deed pan OTS-043-10);

(e) Herekawe Stream and its tributaries (as shown on deed plan OTS-043-32);

(f) Huatoki Stream and its tributaries (as shown on deed plan OTS-043-33);

(g) Huatoki Stream Marginal Strip (as shown on deed plan OTS-043-24);

(h) Huirangi Recreation Reserve (as shown on deed plan OTS-043-25);

(i) Katere Scenic Reserve (as shown on deed plan OTS-043-11);

(j) Kowhangamoku Stream and its tributaries (as shown on deed plan OTS-043-34);

(k) Mahoetahi Historic Reserve (as shown on deed plan OTS-043-12);

(l) Makara Scenic Reserve (as shown on deed plan OTS-043-13);

(m) Mangahinau Esplanade Reserve (as shown on deed plan OTS-043-26);

(n) Manganui River and its tributaries (as shown on deed plan OTS-043-35);

(o) Mangati Stream and its tributaries (as shown on deed plan OTS-043-36);

(p) Manu Stream and its tributaries (as shown on deed plan OTS-043-37);

(q) Motukari Stream and its tributaries (as shown on deed plan OTS-043-38);

(r) Ngahere Scenic Reserve (as shown on deed plan OTS-043-27);

(s) Ngangana Pa (being Manukorihi Recreation Reserve) (as shown on deed plan OTS-043-14);

(t) Onaero River and its tributaries (as shown on deed plan OTS-043-22);

(u) Papamoa (being Meeting of the Waters Scenic Reserve) (as shown on deed plan OTS-043-15);

(v) Parahaki Stream and its tributaries (as shown on deed plan OTS-043-39);

(w) Puketakauere Pa Historic Reserve (as shown on deed plan OTS-043-16);

(x) Robe Street Conservation Area (as shown on deed plan OTS-043-17);

(y) Sentry Hill Conservation Area (as shown on deed plan OTS-043-18);

(z) Sentry Hill Redoubt Historic Reserve (as shown on deed plan OTS-043-19);

(aa) Tapuae Stream and its tributaries (as shown on deed plan OTS-043-40);

(bb) Te Henui Stream and its tributaries (as shown on deed plan OTS-043-41);

(cc) Te Henui Stream Conservation Area (as shown on deed plan OTS-043-28);

(dd) Waiau Stream and its tributaries (as shown on deed plan OTS-043-42);

(ee) Waihi Stream and its tributaries (as shown on deed plan OTS-043-43);

(ff) Waihowaka Stream and its tributaries (as shown on deed plan OTS-043-44);

(gg) Waiongana Stream and its tributaries (as shown on deed plan OTS-043-45);

(hh) Waiongana Stream Conservation Area (as shown on deed plan OTS-043-29);

(ii) Waipapa Road Conservation Area (as shown on deed plan OTS-043-30);

(jj) Waipapa Stream and its tributaries (as shown on deed plan OTS-043-46);

(kk) Waipu Stream and its tributaries (as shown on deed plan OTS-043-47);

(ll) Waitaha Stream and its tributaries (as shown on deed plan OTS-043-48);

(mm) Waitara River and its tributaries (as shown on deed plan OTS-043-49);

(nn) Waitara River No 1 Marginal Strip (as shown on deed plan OTS-043-20);

(oo) Waitara West Marginal Strip (as shown on deed plan OTS-043-31);

(pp) Waiwhakaiho River Mouth (Crown Land Conservation Area) (as shown on deed plan OTS-043-21);

(qq) Waiwhakaiho River and its tributaries (as shown on deed plan OTS-043-50); and

(rr) Te Atiawa Coastal Marine Area (as shown on deed plan OTS-043-51);

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

5.11.3 require relevant consent authorities to forward to the trustees:

(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;

5.11.4 require relevant consent authorities to record the statutory acknowledgements on statutory planning documents under the Resource Management Act 1991 that relate to the statutory areas;

5.11.5 enable the trustees, and any member of Te Atiawa, to cite the statutory acknowledgement as evidence of Te Atiawa's association with an area;

5.11.6 enable the trustees to waive the rights specified in clauses 5.11.2 to 5.11.4 in relation to all or any part of the areas by written notice to the relevant consent authority, the Environment Court or Heritage New Zealand Pouhere Taonga (as the case may be); and

5.11.7 require that any notice given under clause 5.11.6 include a description of the extent and duration of any such waiver of rights.

5.12 The statements of association are in the documents schedule.

DEEDS OF RECOGNITION

5.13 The Crown must, by or on the settlement date, provide the trustees with a copy of each of the following:

5.13.1 a deed of recognition, signed by the Minister of Conservation and the Director-General of Conservation, in relation to the following areas:

(a) Awa te Take Pa Historic Reserve (as shown on deed plan OTS-043-08);

(b) Awa te Take Scenic Reserve (as shown on deed plan OTS-043-09);

(c) Everett Park Scenic Reserve (as shown on deed pan OTS-043-10);

(d) Katere Scenic Reserve (as shown on deed plan OTS-043-11);

(e) Mahoetahi Historic Reserve (as shown on deed plan OTS-043-12);

(f) Makara Scenic Reserve (as shown on deed plan OTS-043-13);

(g) Ngangana Pa (being Manukorihi Recreation Reserve) (as shown on deed plan OTS-043-14);

(h) Papamoa (being Meeting of the Waters Scenic Reserve) (as shown on deed plan OTS-043-15);

(i) Puketakauere Pa Historic Reserve (as shown on deed plan OTS-043-16);

(j) Robe Street Conservation Area (as shown on deed plan OTS-043-17);

(k) Sentry Hill Conservation Area (as shown on deed plan OTS-043-18);

(l) Sentry Hill Redoubt Historic Reserve (as shown on deed plan OTS-043-19);

(m) Waitara River No 1 Marginal Strip (as shown on deed plan OTS-043-20); and

(n) Waiwhakaiho River Mouth (Crown Land Conservation Area) (as shown on deed plan OTS-043-21); and

(o) Onaero River and tributaries (as shown on deed plan OTS-043-22).

5.13.2 a deed of recognition, signed by the Commissioner of Crown Lands, in relation to Onaero River and tributaries (as shown on deed plan OTS-043-22).

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

5.15 A deed of recognition will provide that the Minister of Conservation and the Director-General of Conservation, or the Commissioner of Crown Lands, as the case may be, must, if undertaking certain activities within an area that the deed relates to:

5.15.1 consult the trustees; and

5.15.2 have regard to its views concerning Te Atiawa's association with the area as described in a statement of association.

PROTOCOLS

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

5.16.1 the conservation protocol;

5.16.2 the fisheries protocol; and

5.16.3 the taonga tuturu protocol.

5.17 A protocol sets out how the Crown will interact with the trustees with regard to the matters specified in it.

RELATIONSHIP AGREEMENTS

5.18 The trustees will enter into relationship agreements in the form set out in part 6 of the documents schedule with:

5.18.1 the Ministry of Business, Innovation and Employment in relation to petroleum and minerals; and

5.18.2 the Ministry for the Environment.

FORM AND EFFECT OF DEEDS OF RECOGNITION, PROTOCOLS AND RELATIONSHIP AGREEMENTS

5.19 Each deed of recognition and protocol will be:

5.19.1 in the form in the documents schedule; and

5.19.2 issued under, and subject to, the terms provided by sections 20 to 26 and 36 to 39 of the draft settlement bill.

5.20 A failure by the Crown to comply with a deed of recognition, a protocol or a relationship agreement is not a breach of this deed.

MEMORANDUM OF UNDERSTANDING

5.21 The parties acknowledge that the Ministry of Transport and the trustees have entered into a memorandum of understanding to formalise an engagement arrangement relating to any future disposal by the Crown of the New Plymouth Airport.

OFFICIAL GEOGRAPHIC NAMES

5.22 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	Location (NZTopo50 and grid references)	Geographic feature type
East End Beach (local use name)	Autere / East End Beach	BH29 945773	Beach
Blagdon Hill (local use name)	Maungaroa / Blagdon Hill	BH29 899750	Hill
Barrett Street Hospital (local use name)	Otūmaikuku	BH29 923755	Historic site
Mount Moturoa (local use name)	Papawhero / Mount Moturoa	BH29 891756	Hill
Marsland Hill (local use name)	Pūkākā / Marsland Hill	BH29 929758	Hill

Existing Name	Official geographic name	Location (NZTopo50 and grid references)	Geographic feature type
Barrett Lagoon (official)	Rotokare / Barrett Lagoon	BH29 900726	Lagoon
	Te Mōrere Pā	BH29 037783	Historic site

5.23 The settlement legislation will provide for the official geographic names on the terms provided by sections 56 to 59 of the draft settlement bill.

CULTURAL FUND

5.24 On the settlement date the Crown will pay the trustees $985,000.00 (plus GST, if any).

5.25 The trustees may, at their discretion, apply some or all of such amount to projects of cultural significance, such as the construction and erection of pouwhenua.

LETTERS OF INTRODUCTION

5.26 The parties acknowledge that by or on the settlement date the Crown will write letters of introduction to the following entities to introduce the trustees, and encourage each entity to establish an ongoing relationship with Te Atiawa:

5.26.1 Department of Internal Affairs (National Library and Archives functions);

5.26.2 Ministry of Education;

5.26.3 Ministry of Health;

5.26.4 Ministry of Justice;

5.26.5 Ministry of Social Development;

5.26.6 New Zealand Police;

5.26.7 Energy Efficiency and Conservation Authority;

5.26.8 Entrepreneurship New Zealand Trust;

5.26.9 Fish and Game New Zealand Council;

5.26.10 Heritage New Zealand Pouhere Taonga;

5.26.11 Massey University;

5.26.12 Midlands Health Network;

5.26.13 The National Institute of Water and Atmospheric Research;

5.26.14 New Plymouth District Council;

5.26.15 NZ Transport Agency;

5.26.16 Taranaki District Health Board;

5.26.17 Taranaki Regional Council;

5.26.18 Te Taura Whiri i te Reo Maori;

5.26.19 Te Wananga o Aotearoa;

5.26.20 Tertiary Education Commission;

5.26.21 Maori Trustee;

5.26.22 The Open Polytechnic;

5.26.23 Victoria University of Wellington;

5.26.24 University of Waikato;

5.26.25 Western Institute of Technology;

5.26.26 Museum of New Zealand Te Papa Tongarewa;

5.26.27 Auckland War Memorial Museum;

5.26.28 Canterbury Museum;

5.26.29 Hokitika Museum; and

5.26.30 Otago Museum.

REGIONAL COUNCIL REPRESENTATION

Background to regional council representation

5.27 As part of these negotiations, Ngaruahine, Te Atiawa, Taranaki Iwi, the Crown and the Taranaki Regional Council (the **Council**) have worked together to develop a framework for iwi involvement in the decision-making processes of the Council (the **regional council representation arrangements**).

5.28 Ngaruahine, Te Atiawa and Taranaki Iwi sought a model that would enable the iwi of Taranaki to have a place at the Council decision-making table and a voice on major Council policy and regulatory decisions affecting them and the region.

5.29 The Council considers that having direct input from iwi across a wide range of Council functions will be of benefit to the Council and iwi with the potential to improve the quality of Council decisions.

5.30 In the negotiations the parties have sought to agree arrangements that will be:

5.30.1 transparent and clear as to purpose, intent and operation;

5.30.2 efficient, simple and affordable; and

5.30.3 durable and of enduring benefit for all parties.

5.31 The regional council representation arrangements that have been agreed between the three iwi, the Crown and the Council provide for direct iwi representation on the Council's two principal standing committees.

5.32 The regional council representation arrangements enable and encourage the

involvement of all iwi of Taranaki including those not currently in settlement negotiations.

Purpose and objectives of arrangements

5.33 The purpose of the regional council representation arrangements is to provide an effective mechanism for the iwi of Taranaki to contribute to the decision-making processes of the Council.

5.34 The objectives of the regional council representation arrangements are to achieve:

5.34.1 direct iwi participation in the decision-making processes of the Council;

5.34.2 direct iwi input into a wide range of Council policy, regulatory and advocacy work, not restricted to resource management planning functions;

5.34.3 effective, workable and meaningful representation for the iwi of Taranaki that is also cost-effective for the Council and will deliver benefits for both parties; and

5.34.4 an inclusive approach that encourages the participation of all iwi of Taranaki.

Shared principles for arrangements

5.35 The regional council representation arrangements are based on a commitment to establishing and maintaining a positive, co-operative and enduring relationship between the iwi of Taranaki and the Council which acknowledges the following shared principles:

5.35.1 respect for the mana and cultural and spiritual values of the iwi of Taranaki;

5.35.2 respect for the roles and responsibilities of the Council;

5.35.3 a desire for a relationship between the iwi of Taranaki and the Council that is:

(a) mutually beneficial; and

(b) based on good faith, a spirit of co-operation, goodwill, openness, flexibility, and understanding and respect for the positions of both parties;

5.35.4 recognition that effective iwi participation in local government decision-making is positive for the iwi of Taranaki, the Council and the communities of Taranaki;

5.35.5 recognition that the arrangements are for the benefit of all iwi of Taranaki to the extent that those iwi wish to participate in the regional council representation arrangements;

5.35.6 a commitment to the success of the regional council representation arrangements; and

5.35.7 recognition that the regional council representation arrangements do not replace or usurp the relationships between individual iwi and hapu and the Council.

Iwi representation on Council committees

5.36 Clauses 5.37 and 5.38 apply to the following standing committees of the Council:

5.36.1 the Policy and Planning Committee; and

5.36.2 the Consents and Regulatory Committee

(together the **relevant committees**).

5.37 The iwi of Taranaki will have the right to nominate three members for appointment to each of the relevant committees.

5.38 The Council must appoint three iwi members to each of the relevant committees, being those persons nominated under clause 5.37 (the **iwi appointees**).

5.39 Unless otherwise provided for, the iwi appointees will have the same status as if those appointees were appointed by the Council under clause 31 of Schedule 7 of the Local Government Act 2002.

Function of committees

5.40 The functions of the Policy and Planning Committee are to:

5.40.1 deal with all matters of policy developed either in-house or by third parties;

5.40.2 prepare and review regional policy statements, plans and strategies and convene as a hearing committee as and when required for the hearing of submissions;

5.40.3 monitor plan and policy implementation;

5.40.4 develop biosecurity policy;

5.40.5 undertake and develop other policy initiatives;

5.40.6 advocate, as appropriate, for the Taranaki region; and

5.40.7 develop and endorse submissions prepared in response to the policy initiatives of other organisations, including central government and local government.

5.41 The functions of the Consents and Regulatory Committee are to:

5.41.1 deal with all matters in relation to resource consents, compliance monitoring and pollution incidents;

5.41.2 consider and make decisions on resource use consent applications under the Resource Management Act 1991;

5.41.3 ensure adequate compliance, monitor resource consents and receive information on enforcement actions undertaken in the event of non-compliance under the Resource Management Act 1991;

5.41.4 consider and make decisions on monitoring associated with plant and animal pest management and receive information on enforcement action undertaken in the event of non-compliance under the Biosecurity Act 1993; and

5.41.5 undertake other functions related to the above matters.

Criteria and process for iwi appointments

5.42 Following the date of this deed of settlement Te Atiawa will work with the other iwi of Taranaki to develop criteria and a process for the selection of the iwi nominees.

5.43 The process in clause 5.42 will be undertaken in consultation with the Council.

5.44 The criteria for iwi appointments to the relevant committees must reflect merit-based appointments including appropriate knowledge, skills and capability to participate effectively in the work of each committee.

5.45 Te Atiawa must, prior to the introduction of the draft settlement bill, provide the criteria and process for iwi nominations referred to in clause 5.42 to the Crown.

5.46 The criteria and process for iwi appointments must be in a form that is satisfactory to the Crown to ensure that the purpose of the regional council representation arrangements will be achieved.

Members to act in interests of committee

5.47 Members appointed under clause 5.38 must:

5.47.1 act in the interests of the committee to which they are appointed; and

5.47.2 bring an iwi perspective to that committee.

Change in committee structure

5.48 The parties acknowledge that:

5.48.1 the Council may from time to time adopt a different committee structure; and

5.48.2 that change in committee structure may lead to:

(a) a relevant committee being discontinued; or

(b) the functions of one or both of the relevant committees:

(i) being removed;

(ii) being modified;

(iii) being dealt with (in whole or in part) by another existing committee; or

(iv) being dealt with (in whole or in part) by a new committee.

5.49 Prior to making any of the changes referred to in clause 5.48, the Council will engage with the iwi of Taranaki to discuss the proposal.

5.50 The Council must use its best endeavours to ensure that where any changes in committee structure referred to in clause 5.48 are made, such changes do not diminish the nature of the representation of iwi of Taranaki that is provided through this deed.

5.51 In the event of any dispute in relation to whether any proposed changes under clause 5.51 will diminish the nature of the representation of the iwi of Taranaki that is provided through this deed, that dispute will be referred to:

5.51.1 the chief executive or general manager of the Te Kotahitanga o Te Atiawa Trust;

5.51.2 the chief executive or general manager of the governance entity for any of the other iwi of Taranaki that are participating in the arrangements; and

5.51.3 the chief executive of the Council.

5.52 The chief executives and general managers referred to in clause 5.51 will work through the dispute in an open and constructive manner and in a manner that reflects the purpose, objectives and shared principles underpinning the regional council representation arrangements.

Remuneration and expenses

5.53 The members of the committees appointed under clause 5.38 will be entitled to the same remuneration and expenses as are payable to the other member of those committees.

CULTURAL REDRESS GENERALLY NON-EXCLUSIVE

5.54 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.

5.55 However, the Crown must not enter into another settlement with another iwi or hapu that provides for the same redress where that redress has been made available exclusively for Te Atiawa.

5.56 Clause 5.54 is not an acknowledgement by the Crown or Te Atiawa that any other iwi or group has interests in relation to land or an area to which any of the non-exclusive cultural redress relates.

6 FINANCIAL AND COMMERCIAL REDRESS

FINANCIAL REDRESS

6.1 The Crown must pay the trustees on the settlement date $69,876,000, being the financial and commercial redress amount of $87,000,000, less the on-account payments referred to in clause 6.2.

ON-ACCOUNT PAYMENTS

6.2 The parties acknowledge that, on account of the settlement:

6.2.1 the Crown paid $400,000 to Te Atiawa Iwi Authority Board on 26 November 1999; and

6.2.2 pursuant to a deed recording on-account arrangements in relation to Te Atiawa historical claims between the Crown, Te Atiawa Iwi Authority, and the trustees, the Crown paid $16,724,000 to the trustees on 15 May 2014.

DEFERRED SELECTION PROPERTIES

6.3 The trustees have a right to elect to purchase the deferred selection properties described in part 3 of the property redress schedule at any time during the deferred selection period on, and subject to, the terms and conditions in part 4 of the property redress schedule.

6.4 Each of the following deferred selection properties is to be leased back to the Crown, immediately after its purchase by the trustees, on the terms and conditions provided by the lease for that property in part 5 of the documents schedule (being a registrable ground lease for the property, ownership of the improvements remaining unaffected by the purchase):

6.4.1 New Plymouth High / District Court; and

6.4.2 New Plymouth Central Police Station.

SETTLEMENT LEGISLATION

6.5 The settlement legislation will, on the terms provided by sections 79 to 84 of the draft settlement bill, enable the transfer of the deferred selection properties.

RIGHT OF FIRST REFUSAL OVER EXCLUSIVE RFR LAND

6.6 The trustees are to have a right of first refusal in relation to a disposal by the Crown of exclusive RFR land being land listed in the attachments as exclusive RFR land that, on the settlement date:

6.6.1 is vested in the Crown; or

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

6.7 The right of first refusal set out in clause 6.6 is:

6.7.1 to be on the terms provided by sections 85 to 115 of the draft settlement bill; and

6.7.2 in particular, to apply:

(a) for a term of 172 years from the settlement date; but

(b) only if the exclusive RFR land is not being disposed of in the circumstances provided by sections 97 to 103 of the draft settlement bill.

RIGHT OF FIRST REFUSAL OVER NON-EXCLUSIVE RFR LAND

6.8 The trustees, in common with the trustees of the Te Kahui o Taranaki Trust, are to have a non-exclusive right of first refusal in relation to a disposal by the Crown of the non-exclusive RFR land, being land within the non-exclusive RFR area that, on the settlement date:

6.8.1 is vested in the Crown; or

6.8.2 the fee simple for which is held by the Crown or a Crown body.

6.9 The right of first refusal set out in clause 6.8 is to be on the terms provided by sections 85 to 115 of the draft settlement bill and in particular will apply:

6.9.1 for a term of 172 years from the settlement date; but

6.9.2 only if the non-exclusive RFR land is not being disposed of in the circumstances provided by sections 97 to 103 of the draft settlement bill.

6.10 The settlement legislation will provide:

6.10.1 that any non-exclusive right of first refusal the trustees of the Te Kahui o Taranaki Trust may have in accordance with clause 6.8 is subject to settlement legislation being passed approving those rights; and

6.10.2 those rights shall commence on and from the settlement date as defined in the legislation that settles the historical claims of the Taranaki Iwi.

WAITARA ENDOWMENT LAND

6.11 The trustees may enter into negotiations with the New Plymouth District Council (the **Council**) for the sale and purchase of any Waitara endowment land.

6.12 Clause 6.13 applies to any Waitara endowment land sold under an agreement for sale and purchase entered into by the trustees and the Council.

6.13 In accordance with section 116 of the draft settlement bill:

6.13.1 sections 140 and 141 of the Local Government Act 2002 do not apply; and

6.13.2 immediately before the registration of a transfer from the Council to the trustees:

(a) the Waitara Borough Reserves Vesting Act 1909 ceases to apply to the land; and

(b) the Waitara Harbour Act 1940 ceases to apply to the land and to any proceeds from the sale of the land.

7 SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

SETTLEMENT LEGISLATION

7.1 As soon as is reasonably practicable following the signing of this deed, the Crown must propose the draft settlement bill for introduction to the House of Representatives.

7.2 The draft settlement bill proposed for introduction may include changes:

7.2.1 of a minor or technical nature; or

7.2.2 where clause 7.2.1 does not apply where those changes have been agreed in writing by the trustees and the Crown.

7.3 Te Atiawa and the trustees must support the passage through Parliament of the settlement legislation.

SETTLEMENT CONDITIONAL

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

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

7.5.1 clauses 7.3 to 7.10; and

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

EFFECT OF THIS DEED

7.6 This deed:

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

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

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

TERMINATION

7.8 The Crown or the trustees may terminate this deed, by notice to the other, if:

7.8.1 the settlement legislation has not come into force within 30 months after the date of this deed; and

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

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

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

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

7.9.3 this deed remains "without prejudice".

7.10 The parties intend that if this deed does not become unconditional under clause 7.4:

7.10.1 the on-account payments will be taken into account in any future settlement of the historical claims; and

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

8 GENERAL, DEFINITIONS AND INTERPRETATION

GENERAL

8.1 The general matters schedule includes provisions in relation to:

8.1.1 the implementation of the settlement; and

8.1.2 the Crown's:

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

(b) tax indemnities in relation to redress; and

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

8.1.4 amending this deed.

HISTORICAL CLAIMS

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

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

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

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

(ii) under legislation; or

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

(iv) from fiduciary duty; or

(v) otherwise; and

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

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

(ii) by or under legislation; and

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

(a) Wai 54 Nga Iwi o Taranaki claim;

(b) Wai 126 Motunui Plant and Petrocorp claim;

(c) Wai 133 Kaipakopako Lands claim;

(d) Wai 141 Te Atiawa claim;

(e) Wai 576 Rawiri Te Ngaere Descendants and Jesse Kingi Whanau Trust claim;

(f) Wai 667 Manutahi Block claim;

(g) Wai 771 Nga Motu Lands, Fisheries, Foreshore and Seabed claim;

(h) Wai 796 Petroleum claim;

(i) Wai 871 Ngati Rahiri Petroleum claim; and

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

(a) Wai 131 Taranaki Maori Trust Board claim (Hamiora Raumati and others); and

(b) Wai 143 Taranaki claims (Taranaki Consolidated Claims).

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

8.3.1 a claim that a member of Te Atiawa, or a whanau, hapu or group referred to in clause 8.6.2, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in clause 8.6.1;

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

8.4 To avoid doubt, the settlement of the historical claims of Te Atiawa does not affect the right of iwi, hapu or whanau who are members of Te Atiawa to apply for the recognition of protected customary rights or customary marine title under the Marine and Coastal Area (Takutai Moana) Act 2011.

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

TE ATIAWA

8.6 In this deed, **Te Atiawa** or the **settling group** means:

8.6.1 the collective group composed of individuals who descend from one or more of Te Atiawa's tupuna; and

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

(a) Manukorihi;

(b) Ngati Rahiri;

(c) Ngati Tawhirikura;

(d) Ngati Te Whiti;

(e) Ngati Tuparikino;

(f) Otaraua;

(g) Pukerangiora; and

(h) Puketapu; and

8.6.3 every individual referred to in clause 8.6.1.

8.7 For the purposes of clause 8.6.1:

8.7.1 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) Maori customary adoption in accordance with Te Atiawa's tikanga (Maori customary values and practices); and

8.7.2 Te **Atiawa tupuna** means an individual who exercised customary rights by virtue of being descended from:

(a) Te Awanui-a-Rangi; or

(b) a recognised tupuna of any of the groups referred to in clause 8.6.2; and

who exercised customary rights predominantly in relation to Te Atiawa's area of interest any time after 6 February 1840.

8.7.3 **customary rights** means rights according to tikanga Maori (Maori 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.

MANDATED NEGOTIATORS AND SIGNATORIES

Role of Te Atiawa Iwi Authority

8.8 Te Atiawa Iwi Authority was established in 1996 and was mandated to negotiate the Te Atiawa historical Treaty of Waitangi settlement with the Crown in 2010 and signed an Agreement in Principle with the Crown in December 2012.

8.9 Te Atiawa Iwi Authority will remain as a shell organisation until the settlement legislation has been passed. The Te Atiawa Iwi Authority will then be wound up.

8.10 On 7 August 2014 the trustees resolved that this deed be signed:

8.10.1 by the mandated signatories on behalf of Te Atiawa; and

8.10.2 by Andrea Moana Williams, Kura Ann Denness, Liana Huia Poutu and Tanya Kim Skelton on behalf of the trustees.

Role of Trustees of Te Kotahitanga o Te Atiawa

8.11 The post settlement governance entity, Te Kotahitanga o Te Atiawa Trust, was established following a ratification process by Te Atiawa members in August 2013.

8.12 Te Kotahitanga o Te Atiawa Trust will receive the settlement redress and hold and manage the redress in accordance with the settlement legislation.

8.13 The primary objective of Te Kotahitanga o Te Atiawa Trust is to hold, manage and administer the Trust Fund to benefit members of Te Atiawa, irrespective of where members reside. Other objectives include:

8.13.1 to exercise strategic governance over the trust entities so as to manage prudently the affairs, business activities, assets and liabilities of the Te Kotahitanga o Te Atiawa Trust;

8.13.2 to be the voice and representative body for Te Atiawa;

8.13.3 to foster and promote amongst members of Te Atiawa:

(a) spiritual values, unity, support and cooperation;

(b) recognition of traditional customs and values; and

(c) physical, social and economic wellbeing and advancement; and

8.14 the initial trustees of Te Kotahitanga o Te Atiawa Trust are: Andrea Williams, Keith Holswich, Kim Skelton, Kura Denness, Liana Poutu, Maria Kingi, Peter Moeahu and Wharehoka Wano.

8.15 In this deed **mandated signatories** means the following individuals:

8.15.1 Wikitoria Keenan, New Plymouth, Chair of the Te Atiawa Iwi Authority;

8.15.2 Peter Moeahu, New Plymouth, Te Atiawa Iwi Authority negotiator;

8.15.3 Keith Raymond Holswich, New Plymouth, trustee; and

8.15.4 Maria Maraea Kingi, New Plymouth, trustee.

ADDITIONAL DEFINITIONS

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

INTERPRETATION

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

SIGNED as a deed on 9 August 2014

SIGNED for and on behalf of)
TE ATIAWA by the mandated)
signatories in the presence of:)

Signature of Witness

Witness Name

Occupation

Address

Peter Moeahu

Wikitoria Keenan

Keith Raymond Holswich

Maria Maraea Kingi

SIGNED on behalf of the trustees of)
TE KOTAHITANGA O TE ATIAWA)
TRUST, in the presence of:)

Signature of Witness

Witness Name

Occupation

Address

Andrea Moana Williams

Kura Ann Denness

Liana Huia Poutu

Tanya Kim Skelton

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

Signature of Witness

Witness Name

Occupation

Address

Hon Christopher Finlayson QC

SIGNED for and on behalf of)
THE CROWN by the Minister of)
Finance (only in relation to the tax)
indemnities) in the presence of:)

Hon Simon William English

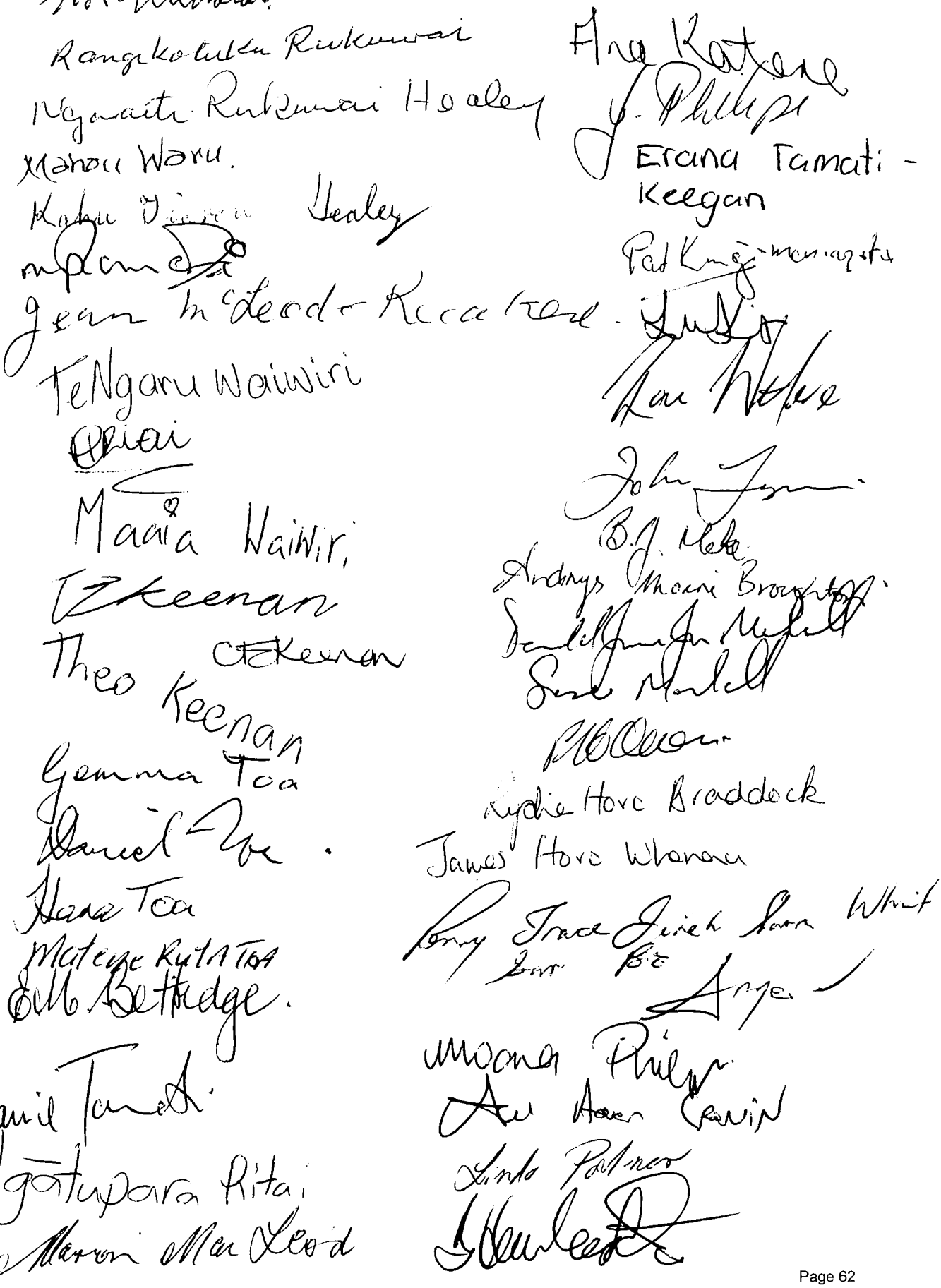
Signature of Witness

Witness Name
Amohaere Haikamau

Occupation
Ministerial Advisor

Address
Wellington.

Other witnesses/members of Te Atiawa who support the settlement



Other witnesses/members of Te Atiawa who support the settlement

Tyson Wiremu Underwood

MASON

Jaxon Moeahu

Kelly Moeahu.

TAINUI EDWARDS MOEAHU

Wikitoria Moeahu Edwards

Rori Macdonald R Macdonald.

Poley Keeley

Ross William Rimpi: Kelly R Kelly.

Jacqueline Tito-Waerea

Jina Moeahu-M'Gregor

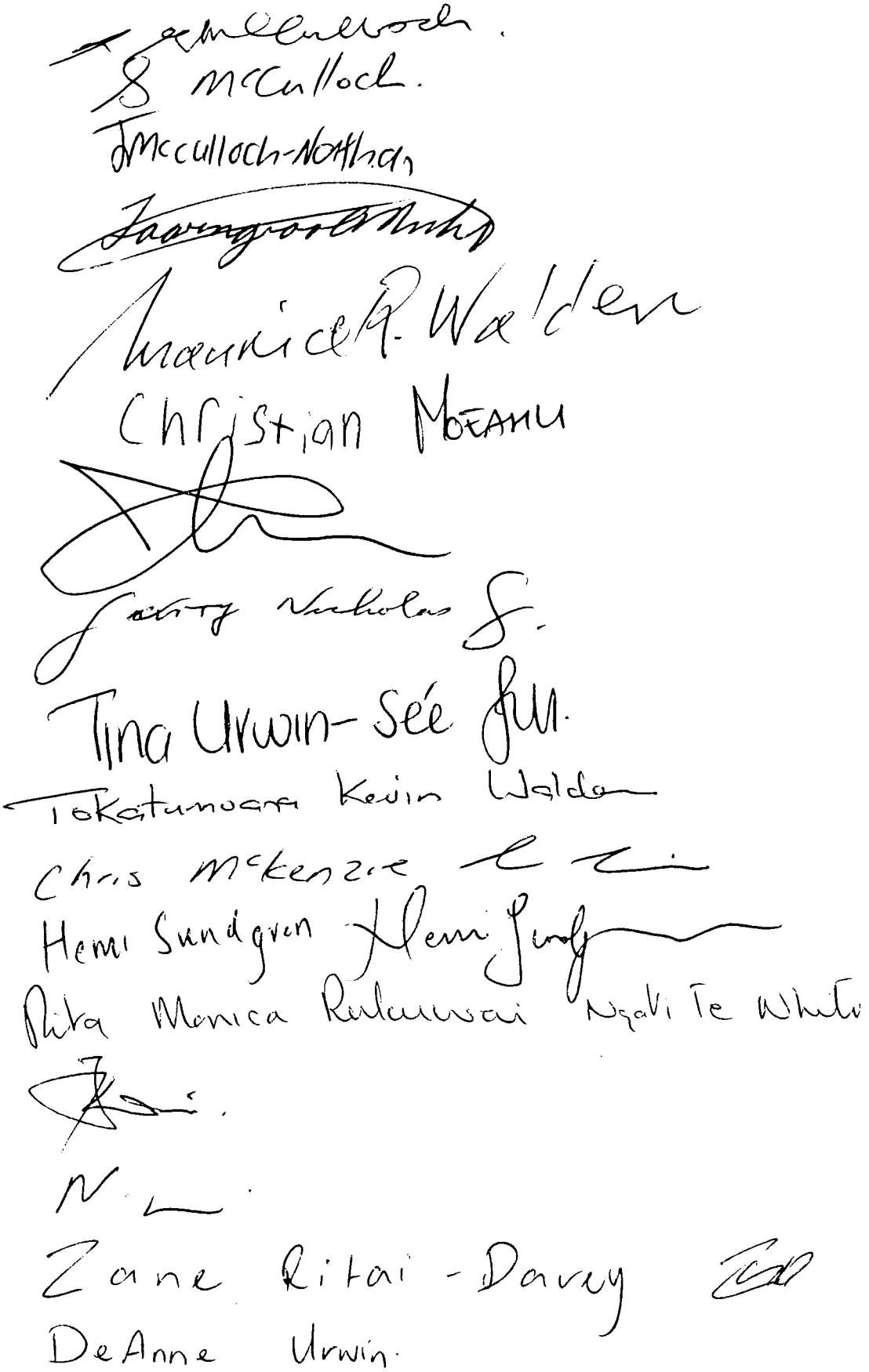
Wendy Moeahu R Moeahu.

Peter Rangimaia Moeahu

TE KERE DAVEY

Kevin McDonald

Other witnesses/members of Te Atiawa who support the settlement



Other witnesses/members of Te Atiawa who support the settlement

Wiremu Tupita Mamaea.

Jared Knuckey

Blair Knuckey

Elijah Rue

Maria Brockhill

Tekupenga Ritai

Andrew Paikea Watson

Te Hiva Kahupirini Howe Watson

Rahera mairangi Watson

Marama Ite Po Howe Watson

Christine Ngaraiti Rukuwai

Glenn Walker

Barry Hughes

R J Ansley

Sharon Stokes (Ansley)

Robert Alan Ansley

Other witnesses/members of Te Atiawa who support the settlement

Dee Anna Christina Marino RITAI

Damon Wanu Te Ruu RITAI

Joshua Leslie Te Awa.

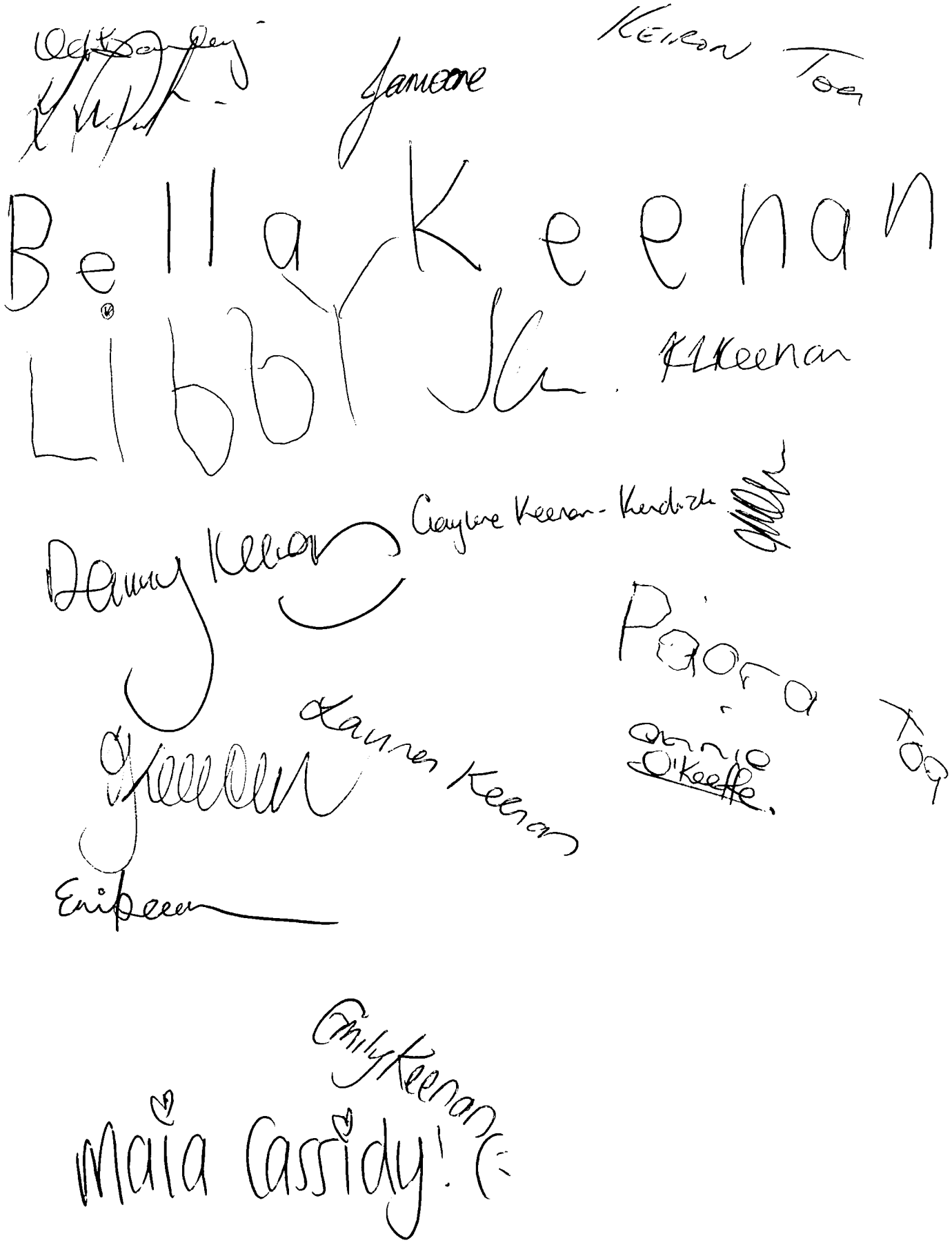
Cherise Adelle Liggins

Te-Uira Bau Pani Marsh Ritai

Mitchell Harry Te-Uira Ritai

(Raniera Chapman)

Other witnesses/members of Te Atiawa who support the settlement



Other witnesses/members of Te Atiawa who support the settlement

Jack Cassidy (Blanche + Charles) Son

BARBARA McKERROW

AROHA CHAMBERLAIN

Aroha + Jack Lowe(?)

Andrew Callander.

Amy Ritai.

Pam Ritai

Ali Ritai

Alex Ritai

Te Ua Tonganui Ritai

Mitchell Tulliva Ritai

Henare Tauwhakaiti Ngaia

Other witnesses/members of Te Atiawa who support the settlement

Raelene Southon

Tamairangi Mahuta (and on behalf of Hera Takimana, Tamairangi Te Kakati & Esau Mahuta)

Pouroto Skelton

Te Kahui Angi Skelton-Pue TR

TERI TAMATI

Delwyn Hayward

Nina Hohaia TE Kemara

Jack, Helena, Braxton

Jane Aird

Andrew Judd

Ngarama Brooks

Michael Ruakere-Fowles