THE IWI AND HAPŪ OF TE ROHE O TE WAIROA

and

TRUSTEES OF THE TĀTAU TĀTAU O TE WAIROA TRUST

and

THE CROWN

DEED OF SETTLEMENT OF HISTORICAL CLAIMS

[DATE]

PURPOSE OF THIS DEED

This deed –

- sets out an account of the acts and omissions of the Crown before 21 September 1992 that affected the iwi and hapū of Te Rohe o Te Wairoa and breached the Treaty of Waitangi and its principles; and

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

- settles the historical claims of the iwi and hapū of Te Rohe o Te Wairoa; and

- specifies the cultural redress, and the financial and commercial redress, to be provided in settlement to the governance entity that has been approved by the iwi and hapū of Te Rohe o Te Wairoa to receive the redress; and

- includes definitions of –

  - the historical claims; and

  - the iwi and hapū of Te Rohe o Te Wairoa; and

- provides for other relevant matters; and

- is conditional upon settlement legislation coming into force.

TABLE OF CONTENTS

SCHEDULES

GENERAL MATTERS

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

PROPERTY REDRESS

1. Disclosure information and warranty
2. Licensed land
3. Deferred selection properties
4. Deferred purchase
5. Terms of transfer for licensed land and purchased deferred selection properties
6. Notice in relation to redress and deferred selection properties
7. Definitions

DOCUMENTS

1. Overlay classification
2. Statements of association
3. Deeds of recognition
4. Protocols
5. Relationship Agreement with the Ministry for the Environment
6. Partnership Agreement with the Department of Conservation
7. Letter of commitment
8. Letter of recognition
9. Tripartite relationship agreement
10. Social and economic revitalisation strategy
11. Encumbrances for licensed land
12. Constitution for Patunamu Forest Limited
13. Shareholders' agreement and trust deed for Patunamu Forest Limited

ATTACHMENTS

1. **Area of interest**
2. **Deed plans**
3. **RFR land**
4. **Draft settlement bill**

DEED OF SETTLEMENT

THIS DEED is made between

THE IWI AND HAPŪ OF TE ROHE O TE WAIROA

and

TRUSTEES OF THE TĀTAU TĀTAU O TE WAIROA TRUST

and

THE CROWN

1 BACKGROUND

NEGOTIATIONS

1.1 The iwi and hapū of Te Rohe o Te Wairoa gave Te Tira Whakaemi o Te Wairoa (**Te Tira**) a mandate to negotiate a deed of settlement with the Crown by undertaking consultation meetings amongst members of the claimant group between 21 March and 3 May 2009.

1.2 The Crown recognised the mandate on 4 February 2011.

1.3 The mandated negotiators of Te Tira and the Crown –

1.3.1 by terms of negotiation dated 30 June 2012, agreed the scope, objectives, and general procedures for the negotiations; and

1.3.2 by agreement dated 11 June 2014, agreed, in principle, that the iwi and hapū of Te Rohe o Te Wairoa and the Crown were willing to enter into a deed of settlement on the basis set out in the agreement; and

1.3.3 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

1.4 The iwi and hapū of Te Rohe o Te Wairoa have, since the initialling of the deed of settlement, by a majority of –

1.4.1 [***percentage***]%, ratified this deed and approved its signing on their behalf by [the governance entity][a minimum of [***number***] of] the mandated signatories]; and

1.4.2 [***percentage***]%, approved the governance entity receiving the redress.

1.5 Each majority referred to in clause 1.4 is of valid votes cast in a ballot by eligible members of the iwi and hapū of Te Rohe o Te Wairoa.

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

1.7 The Crown is satisfied –

1.7.1 with the ratification and approvals of the iwi and hapū of Te Rohe o Te Wairoa referred to in clause 1.4; and

1.7.2 with the governance entity's approval referred to in clause 1.6; and

1.7.3 the governance entity is appropriate to receive the redress.

AGREEMENT

1.8 Therefore, the parties –

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

1.8.2 agree and acknowledge as provided in this deed.

2 HISTORICAL ACCOUNT

2.1 The Crown's acknowledgement and apology to the iwi and hapū of Te Rohe o Te Wairoa in part 3 are based on this historical account.

INTRODUCTION

2.2 This account traces the historical interaction between the Crown and the iwi and hapū of Te Rohe o Te Wairoa within the context of their relationship derived from the Treaty of Waitangi/Te Tiriti o Waitangi. Wherever the iwi and hapū of Te Rohe o Te Wairoa are referred to in this account, and depending on the particular circumstances under discussion, this may refer to all iwi and hapū, or one iwi, or one or more hapū.

EARLY RELATIONS BETWEEN THE CROWN AND THE IWI AND HAPŪ OF TE ROHE O TE WAIROA

2.3 The first contact between the iwi and hapū of Te Rohe o Te Wairoa and Europeans was with whalers, traders, missionaries and settlers who came to the region before the 1850s. Early trade involved flax and guns, and in the late 1830s whalers began to establish stations at Mahia and Wairoa. Pākehā missionaries began visiting Te Rohe o Te Wairoa in 1834, and missionaries from other iwi also played a role in introducing Christianity into Wairoa.

2.4 Crown instructions for the Treaty of Waitangi to be taken to Te Rohe o Te Wairoa were not fulfilled and the iwi and hapū of Te Rohe o Te Wairoa did not have the opportunity to consider whether or not to sign the treaty. Te Matenga Tukareaho of Ngāti Rākaipaaka signed the Treaty in Turanga in May 1840.

2.5 The iwi and hapū of Te Rohe o Te Wairoa took advantage of new economic opportunities after 1840. By the early 1850s hundreds of Māori men were employed in the whaling industry, and a number of boats were owned by Māori from the iwi and hapū of Te Rohe o Te Wairoa. In January 1851 some chiefs, who wanted the economic benefits of European settlement, offered to sell land to the Crown when McLean was negotiating to purchase from other Hawke's Bay Māori. However the Crown did not take this offer up.

2.6 In the early 1860s, some of the iwi and hapū of Te Rohe o Te Wairoa began to lease land informally even though others opposed such leasing, and the Native Land Purchase Ordinance 1846 prohibited alienations to private parties. By 1864, there were at least 6 sheep runs of between 5,000 and 20,000 acres in the district, as well as a 2,000 acre cattle run. At Wairoa, an inn, the school and various house sites were also informally leased, with Crown officials being involved in several leases.

2.7 Rangātira from the iwi and hapū of Te Rohe o Te Wairoa were divided about the Kīngitanga movement. Te Waru Tamatea of Ngāti Hinemanuhiri, Ngāti Hingānga and Ngāti Hika became a very strong supporter, along with others predominantly from upper Wairoa. Many of those who opposed it, including Pitiera Kopu Parapara of Ngāti Hikatu, did so while desiring to retain a traditional Māori system of authority.

2.8 In 1861 Crown troops were stationed in Napier, which raised concern among Wairoa Māori. Some wrote to express their desire to maintain peace in the district, provided that

the Crown did not attack them. In the early 1860s the Crown responded to the rise of Kīngitanga by expanding its administrative presence in many parts of the North Island. It appointed a Resident Magistrate and a Native Medical Officer for the Wairoa district and Kopu and Ihaka Whaanga of Ngāti Rākaipaaka were appointed as Native Assessors to help with local dispute resolution.

2.9 The Crown's 1863 invasion of Kīngitanga territory in the Waikato raised tensions in Te Rohe o Te Wairoa. In January 1864, inland hapū of Te Rohe o Te Wairoa imposed an aukati, which prevented some Europeans passing through their district. In the same month, a hui of 600 Māori from both upper and lower Wairoa divided into supporters of the Crown, supporters of the Kīngitanga and neutrals. A Crown official who attended this meeting was confident that it was possible to keep the iwi and hapū of Te Rohe o Te Wairoa on good terms with Europeans, partly through fear of having their lands confiscated if they opposed the Crown.

2.10 Te Waru, however, went to the Waikato along with a party of between 20 and 50, and fought against the Crown at the battle of Orakau (31 March – 2 April 1864). A high proportion of his taua were killed.

2.11 Meanwhile other rangatira, including Kopu, Paora Te Apatu of Ngāi Te Apatu, and Ihaka Whaanga led those supporting the Crown, who were reported to number approximately 450. Some Māori leaders were concerned to keep the peace in the district, to avoid either attacks from other iwi aligned with the Kingitanga, or retaliatory attacks by Crown forces. In August 1864, Māori supporting the Crown asked the Crown for arms and ammunition.

2.12 In the spring of 1864, the Crown decided to purchase land in Te Rohe o Te Wairoa to cement the Crown's relationship with anti-Kīngitanga Māori as well as to provide land for the growth of settlement. McLean arrived to begin purchase negotiations at Te Mahia at a time when Māori there feared either Crown military action against Kīngitanga groups or a Kīngitanga attack.

EARLY CROWN PURCHASES

2.13 Between 1864 and 1868, the Crown acquired about 83,000 acres of land in Te Rohe o Te Wairoa, mostly between October 1864 and July 1865. The blocks bought in 1864 and 1865 were: Mahia, Nuhaka, Lower Wairoa, Upper Wairoa, Turiroa and Potutu/Pututu. Kopuawhara and Whangawehi 2 were bought in 1868. The Crown, in the absence of surveys, incorrectly believed at the time that the blocks had an area of about 170,000 acres. These purchases included some very significant mahinga kai, wāhi tapu, urupā, maunga and pā sites.

2.14 Those Māori who agreed to the large scale land sales were motivated by a desire to maintain and increase Pākeha settlement and trade. The Crown encouraged Māori aspirations that land sales would bring collateral benefits to the regional economy. For example, as part of the Nuhaka negotiations there was a specific promise to build a road to Mahia. Some vendors also wanted to maintain good relationships with the Crown following conflicts between Māori and the Crown in other parts of the North Island. Several rangatira who took leading roles in the land sales of 1864 and 1865 were also to be leading supporters of the Crown in fighting in the district from late December 1865.

Mahia Crown Purchase

2.15 The first Crown purchase in Te Rohe o Te Wairoa happened very rapidly. On 17 October 1864 Donald McLean, the Superintendent of Hawke's Bay and the General Government Agent, Hawke's Bay, came to Mahia and on 20 October he signed a deed for the purchase of the Mahia block with 17 Māori. The Crown agreed to pay £2,000 for the block, with an additional payment to be made if the block was larger than the estimated 16,000 acres. However on survey the area was about 14,600 acres.

2.16 The next day, Ngāi Tū began protesting about the sale of the block. While part of the protest that followed was about the distribution of purchase money, people arrived in Mahia on 21 October who had not been consulted about the sale, and there were repeated but unsuccessful attempts to have the sale cancelled, in which Ngāi Tū were supported from people from another iwi who opposed land selling.

2.17 The Kinikini reserve in the Mahia block was set aside for those selling to live and fish. This was the only reserve for the use of the whole group selling for which a Crown purchase deed expressly provided during these early purchases in Te Rohe o Te Wairoa. However, in 1865 the Native Land Court awarded this Kinikini block to one individual. Kinikini was sold in 1926.

2.18 Māori were able to remain in occupation of most of the block after the sale as the Crown did not offer Mahia rural land to settlers until 1875 and the first Crown Grants for rural land were only issued in 1878. This may explain why petitioning about the purchase began in that year. This 1878 petition arguing that those who had sold the block did not have ownership rights, or sole ownership rights, was not investigated.

2.19 In the Native Land Court in the nineteenth century and by petition during the twentieth century, Ngāti Hikairo repeatedly asserted their rights to land in the southern part of the Mahia peninsular. They said they were the real owners of the southern part of the Mahia block, and that their ancestors had not signed the deed.

2.20 In 1926 the Crown set up a Royal Commission, known as the Sim Commission after its chairman, to inquire into the confiscation of Māori land and into petitions about other issues, including the Mahia and Nuhaka Crown purchases. In 1927 the Commission concluded that Ngāti Hikairo's evidence that their interests in the southern part of the Mahia block had been ignored in the sale was not convincing, on the grounds that protests had not been made earlier.

2.21 Ngāti Hikairo complaints between the 1920s and the 1940s that the Crown had inadvertently acquired more land in the Mahia block because of inaccurate identification of points on the southern boundary were also rejected by the Sim Commission and a 1948 royal commission and a Native Land Court investigation, despite strong evidence that Māori identifications of contested points were valid. This enabled the Crown to acquire more land than it would have if the survey had accurately reflected what was in the deed.

2.22 Sometimes Crown purchase deeds did not provide for all the reserves that were eventually created. The 20 acre Kaiuku reserve included the Waihakeke stream containing tapu logs considered to have been used to bring the Tākitimu waka onshore and the site of an important pā, where Māori from as far south as the Wairarapa had taken refuge during the Musket Wars. Kaiuku was not named as a reserve in the Mahia

purchase deed, and the boundary description suggests that the triangle of land containing Kaiuku was actually excluded from the Mahia block. It was listed as a Native Reserve in various returns. In 1919 when the local authority wished to construct a road through the reserve, the Lands and Survey Department stated it was a public reserve, set aside as a landing place, rather than a Native Reserve, even though officials had been informed that it was occupied by Māori. In 1924 Maori petitioned against the land being taken as Crown land, and legislation was passed declaring the land Maori Freehold Land.

Nuhaka Crown Purchase

2.23 In October 1864, once the Mahia deed was signed, McLean and his party travelled to Nuhaka and began to negotiate a Crown purchase there.

2.24 Initially Māori only offered a relatively small area of land for sale, and McLean stressed that if they wished to attract Pākehā settlement they would have to sell a larger area of land. The next day McLean was told that Māori had decided to sell a larger block extending north of the Nuhaka River by 'many miles'. An interpreter vastly over-estimated the amount of land contained in the new proposed boundaries at 256,000 acres. In December 1864 a surveyor described the boundaries as crossing 'the hill to the south up the Moumoukai''. In January 1865 a Crown official reported that some 'pieces' had been added to the block. No other records have been located to confirm the location or size of the added land, and it is not known who agreed to offer extra land.

2.25 On 16 March 1865 94 Māori signed a deed to sell the Crown the Nuhaka block for £3,300. The Crown had not surveyed the block before the deed was signed, and the sketch plan accompanying the deed mistakenly estimated the area of the block as 120,000 acres. In May 1865 the Crown proclaimed that 10,000 acres of the block within Hawke's Bay province, extending to the 39th parallel, had become Crown land. The 39th parallel was the boundary between the Auckland and Hawke's Bay provinces.

2.26 In 1865 Hawke's Bay provincial records stated that there were 110,000 acres of the Nuhaka block in Auckland Province. In 1867, after an approach from McLean to the Superintendent of Auckland, the Auckland provincial Government agreed to reimburse Hawke's Bay for the land located above the 39th parallel.

2.27 It was not until May 1875 that the Crown proclaimed the land north of the 39th parallel to be Crown land. The proclamation did not say how many acres were included. The boundaries of the Nuhaka Crown purchase block were never surveyed. Instead, in 1876 a map of Nuhaka block was compiled by the Crown using the surveyed boundaries of neighbouring Native Land Court blocks. According to this map the area above the 39th parallel was 28,747 acres and the area below it was 9,520 acres.

2.28 After the proclamation of the northern portion, a long-running series of petitions began in 1878 seeking the return of various areas of land which were claimed to have been mistakenly included in the Crown block.

2.29 Some of these petitions focused on customary interests said to have been ignored. One group of petitions, sometimes associated with Ngāi Tama, Ngāi Tu, Ngāi Tarewa and Ngāi Te Rākatō, unsuccessfully sought the return of land called Mangaopuraka, which they argued had been included in the purchase without their consent. The name Mangaopuraka was used for various areas of land in the east of the block.

2.30 A later petition was rejected by the Sim Commission in 1927. Māori continued to claim that they had not consented to the sale of various areas. In 1937 the matter was referred to the Native Land Court for investigation. The claim that the Nuhaka purchase included land belonging to groups that had not signed the deed was rejected on the grounds that there were 'inconsistencies' over the area referred to as Mangaopuraka in the various petitions over time.

2.31 In 1926 Matirangi Rore and others petitioned arguing that their tupuna had not been involved in the sale of the Nuhaka block, despite having rights to it. A Crown official thought that this was another petition relating to Mangaopuraka, and therefore did not investigate the matter further. However this was a petition from Ngāti Rangi, who remember having to move from Rangiahua Pā on the banks of the Nuhaka River as a result of the Crown purchase.

2.32 A further group of petitions argued that the Crown had not purchased the area above the 39th parallel. In 1936 a petition with 105 signatures was submitted which claimed that the 1865 sale was only of the 10,000 acre portion, as proclaimed in 1865. The petitioners pointed out that the land proclaimed in 1875 had not been properly surveyed, and described the 120,000 acre estimate on the deed's sketch plan as a 'gross error'. The petition explained that Māori had disputed the extent of the purchase since 1879 and that it was only in 1924 that the Crown brought the deed documentation to their attention. Overall, they disputed the validity of the deed as it was not in accordance with their forebears' understanding of the transaction. In 1937 the petition was referred to the Native Land Court for inquiry. The Court decided that the petition was 'not supported by the recorded facts' after the Crown argued that the complaints made were either in accordance with normal purchase practice at the time or were 'of minor importance'. The Native Minister therefore decided to take no action. The area above the 39th parallel included the Moumoukai bluff, which is a sacred maunga for Ngāti Rakaipaaka. Moumoukai served as an impregnable refuge during times of conflict with other Māori. Ngāti Rakaipaaka have long argued that their ancestors would not have knowingly sold their sacred mountain and that according to their histories they did not sell more than 10,000 acres.

2.33 The deed did not provide for any reserves. However the Crown privately agreed that Ihaka Whaanga could buy back about 520 acres at Waikokopu. Ihaka Whaanga also arranged with a Crown official the reservation of Waitaniwha (7 acres).

2.34 Conflict as to whether Waikokopu was intended for Ihaka Whaanga and his whānau, or was a reserve for the former owners of the Nuhaka purchase generally, lasted for decades. Ihaka's descendants retained their ownership, leaving the other former owners without legal access to the important harbour mouth mahinga kai.

2.35 Although Waitawha (Waitaniwha) was referred to in 1870 as a public landing reserve and as a reserve for Māori to use for landing and fishing, it was a public reserve on Crown land. In 1920 the slightly larger Rangataua reserve (about 15 acres), located in the Nuhaka block but not specified in the deed, was, after many petitions and investigations, awarded to all the owners of the Crown purchase, or their successors.

Upper and Lower Wairoa Crown Purchases

2.36 In late October 1864, McLean met Ngāti Kurupakiaka at Te Uhi, a large number of Māori at Waihirere, and the Kahu people with rights in the lower part of the Wairoa river.

2.37 On 31 October McLean purchased the Lower Wairoa block, which included the Whakamahia lagoon, an important mahinga kai. The Crown paid £1,000 for 3,750 acres. No reserves were listed in the text of the Lower Wairoa deed, but the accompanying map showed a reserve for one rangatira. Another rangatira, who grazed sheep on the Lower Wairoa block, opposed the sale, but agreed to exchange his interests in the block for the right to a Crown Grant for 900 acres of land, including the Whakamahia lagoon, for which he was to pay £1 per acre. By 1873, however, he had bought only 217 acres of this land.

2.38 The Upper Wairoa purchase deed was signed on 2 November 1864. The Crown paid £1,200 for 1,000 acres. The Upper Wairoa purchase includes part of the site of the present day Wairoa township. The text of the deed again contained no reserves, but two reserves and an urupā were marked on the plan. Orere (about 28 acres) was subsequently awarded to one individual of Ngāti Tamao. Poutaka (about 71 acres), sometimes known as Potaka, was awarded to seven individuals.

2.39 There were petitions protesting about several aspects of these purchases. In 1886 Maihi Kaimona petitioned that they had not received 14 acres that McLean had promised would be left out of the survey at Wairoa. In 1887 Kapene Taiaroa and another petitioned for the return of Mamahanga and Manutawhiorangi, two urupā at Wairoa, but the Native Affairs Committee made no recommendation about this. In 1915, Aretai Kerei and others petitioned about being turned away from Te Manga, a roto tuna (eel lake) at the mouth of the Wairoa, and Tahuna-mai-i-Hawaiki, a beach with a large urupā where their people had previously collected firewood. The Native Affairs Committee, after being told the area was probably part of the Lower Wairoa Crown purchase, made no recommendation on the petition. In 1945, Te Rauna Hape and 52 others petitioned, asking for a special tribunal to investigate the purchase of the Wairoa township, but no such investigation took place.

Turiroa Crown Purchase

2.40 In March 1865 the Crown land purchase officer paid a £70 advance to one rangatira on land at Turiroa offered by that rangatira and one other. On 15 July, the Crown land purchase officer paid £300 to four people in a deed described as relating to 'Claims of certain Natives to the Wairoa and Turiroa Blocks'. On 19 July nine Māori signed a deed referring only to Turiroa and were paid £2600. The block was gazetted as 15,000 acres.

2.41 There is no reserve listed in the Turiroa Deed, however there were later petitions claiming that McLean had agreed to set aside a reserve for the children of Paora Apatu's sister who occupied the land. Although a 20 acre native reserve was listed in 1886 there is no other record that the reserve was granted to Maori, and the petitions were rejected on the grounds that there was no mention of the reserve in the deed and no records relating to the reserve. In 1929 another petition asked for the return of a 54 acre Education Reserve in Turiroa block.

Potutu Crown Purchase

2.42 In 1865 the records of the Hawke's Bay Provincial Council recorded that the Crown had purchased 2,800 acres at Potutu (or Pututu) for £1,100, but no Crown purchase deed can be located for this transaction. In February 1866 the Crown proclaimed 4,000 acres at Potutu as Crown land. In 1940, Te Rauna Hape and 193 others petitioned complaining that the prices paid for land in the Wairoa area, particularly the Poututu,

Waihua, Turiroa and Nuhaka blocks, were far below their market value. After the Native Department concluded that the prices paid compared favourably with those paid for land in other areas, no action was taken on the petition.

1868 Kopuawhara Crown Purchase

2.43 Ngāi Tū dissatisfaction with aspects of the purchase of the Mahia block led to the sale of other land to the Crown. In December 1864, people from Ngāi Tū offered to sell the part of Kopuawhara in which Ihaka Whaanga had interests, to protest his role in selling Mahia land. Ihaka Whaanga agreed to sell his interests in Kopuawhara on the condition that Ngāi Tū agreed to sell their interests in Whangawehi, which the land purchase agent wanted to provide access to the coast. Ngāi Tū refused to sell their Whangawehi interests, but the Crown paid £100 deposit for 12,000 acres at Kopuawhara by 1865. In February 1867, the Native Land Court awarded the Kopuawhara block to three individual chiefs In April 1868, the Crown purchased Kopuawhara 68N (about 6,300 acres) from the same three owners for £500.

2.44 The 1868 deed of purchase for Kopuawhara 68N referred to the Opoutama reserve of 167 acres. Opoutama was subsequently often treated as part of the Waikokopu reserve, which it adjoined. In 1872, with the consent of members of one whānau, it was proclaimed under the Native Reserves Act 1856, along with Waikokopu, resulting in it being administered by the Native Reserves Commissioner and later by the Public Trustee. Crown officials were frequently confused as to whether the block belonged to members of one whānau only, or to the descendants of the three Kopuawhara grantees who had sold Kopuawhara 68N and reserved Opoutama. There was also controversy as to whether Opoutama should be owned by all those who had interests in Kopuawhara. Petitioning, legislation and Native Land Court investigations involving Ngāi Te Rākatō, Ngāi Tū, Ngāi Tama and Ngāi Tarewa finally led to the return of the block from the Public Trustee to a wider group of beneficial owners in the 1920s.

THE IWI AND HAPŪ OF TE ROHE O TE WAIROA AND THE NEW ZEALAND WARS BETWEEN 1865 AND 1872

Conflict in 1865-1866

2.45 In March and April 1865, Hawke's Bay officials and some of the iwi and hapū of Te Rohe o Te Wairoa were very concerned about the spread of Pai Mārire. Pai Mārire (good and peaceful) developed as a Māori religious movement in the early 1860s in the context of warfare in Taranaki and then in Waikato. Pai Mārire combined some Christian teaching with traditional Māori beliefs. Some of those involved had a more political emphasis, while others favoured the spiritual aspect. The political aspects of the movement meant its adherents were perceived as threatening the authority of the Crown.

2.46 The Crown arranged the construction of a stockade at Wairoa and enrolled European volunteers in case Pai Mārire arrived in the district. However, of the 190 men supplied with arms by the Crown to protect against Pai Mārire, approximately three-quarters were Māori, most from Wairoa led by Kopu and Paora Te Apatu, along with some at Māhia.

2.47 In March 1865 it was reported that Te Waru's settlement at Mangaaruhe was the centre of Pai Marire supporters. Converts from inland hapū had been joined by 50 Whakakī Māori and others. In April 1865, Pai Mārire emissaries travelled from Turanga to the north bank of the Wairoa River, seeking converts as they travelled. Ngāi Tū and Ngāti

Hikairo met with the Pai Mārire at Oraka. A few Ngāti Rākaipaaka converted, as did several from Whakakī. Te Waru and other Pai Mārire supporters from Mangaaruhe, Te Reinga and other inland settlements joined the group.

2.48 Kopu and others wanted to maintain peace in the district and saw this as a matter for Māori to settle among themselves. In April 1865 a party of between 120 and 150 went to Te Uhi and told the Pai Mārire group of around 400 to return to their homes. The meeting followed Māori cultural practices, with speeches, and haka, and firing over the Pai Mārire party's heads. It ended with both parties declaring a desire to avoid fighting at Wairoa. Those from outside the district left.

2.49 In mid 1865, conflict to the north of Wairoa between supporters and opponents of Pai Mārire raised tensions in Wairoa. In November 1865, Te Waru Tamatea and Te Tuatini Tamaiongarangi, another rangatira of upper Wairoa, along with others, went to Turanga. They were at Waerenga-a-Hika when Crown forces attacked Pai Mārire occupying this defensive pa in late November 1865, notwithstanding the fact that the occupants of the pā had attempted to negotiate a peaceful resolution of the crisis. Following the pā's surrender, the Wairoa group returned to inland Wairoa. A group of Pai Mārire from Turanga also went to Te Reinga.

2.50 Supporters and opponents of Pai Mārire from the iwi and hapū of Te Rohe o Te Wairoa rohe continued to talk to each other in an attempt to avoid fighting in Te Rohe o Te Wairoa. Some of the Pai Mārire converts from Nuhaka, Whakaki, and others took an oath of allegiance to the Crown. However in December 1865 the Crown sent 100 soldiers to Wairoa from Turanga. The Crown with chiefs such as Kopu decided to take a force inland to expel Pai Mārire supporters from the district.

2.51 On Christmas Day 1865, a Crown military force, including Māori allied with the Crown, arrived at Omaruhakeke, a kāinga on the north bank of the Mangaaruhe river. The senior Crown officer interrupted kōrero between the two groups of Māori to demand the immediate surrender of the people in the kāinga. When this did not occur, Crown forces at once attacked the kāinga, which was not a fighting pā.

2.52 The Crown forces killed about 10 Māori at the kāinga. Crown fatalities were significantly lower. Although Te Waru was injured, he escaped. After the fight, Crown forces destroyed ploughs, carts, carved whare, grain, and canoes at Omaruhakeke. Crown forces then pursued those who had fled the kāinga, including Te Waru Tamatea and his party. In early January 1866, Crown forces were joined by men from another iwi.

2.53 A Crown officer led the enlarged Crown forces, the biggest group of whom came from the iwi and hapū of Te Rohe o Te Wairoa, at a major battle at Te Kopani at Waikaremoana on 12 January 1866. Pai Mārire forces, including some hapū of Ngāti Kahungunu, were routed and fell back on Onepoto. At least 25 Pai Mārire and at least 12 from the Crown forces died. Fourteen Pai Mārire prisoners were taken.

2.54 The next day, the Crown forces summarily executed four of the prisoners including Te Tuatini Tamaionarangi and his nephew Te Matenga Nehunehu, a brother of Nama of Whataroa. The executions were not prevented by the Crown officer leading the expedition. The Crown forces then resumed the pursuit of Pai Mārire, during which three more were killed.

2.55 From late January, some Pai Mārire began surrendering to Crown forces, in response to a demand from McLean. However, some fighting continued between supporters of Pai Mārire and Crown allied forces. In March 1866, Crown forces took prisoner Rangikumapuao, 'a great chief', and a woman. One of the Crown forces shot Rangikumapuao about an hour later.

2.56 The conflict continued, with forces led by Kopu and Ihaka Whaanga continuing to capture prisoners, until May 1866, when Te Waru and some supporters surrendered. Some of those who had surrendered were initially required to reside and cultivate at Pakowhai, under the supervision of Crown allies from the iwi and hapū of Te Rohe o Te Wairoa.

2.57 However the Crown sent at least eight prisoners from the iwi and hapū of Te Rohe o Te Wairoa, including one woman, to the Chatham Islands. The rangatira Moururangi of Ngāi Tamaterangi was also imprisoned on the Chatham Islands.

2.58 The Crown military campaign had significant socio-economic consequences. The campaign resulted in various hapū being forced to leave their traditional settlements in the inland area, and becoming reliant on their relations elsewhere for support. By August 1866, coastal iwi and hapū of Te Rohe o Te Wairoa were short of food. The health of Māori in the district suffered, and regular schooling of Māori children largely ceased until the mid 1870s. Culturally iwi and hapū of Te Rohe o Te Wairoa suffered from the ongoing impact of the loss of rangatira, and divisions between hapū who had fought on different sides.

Te Hatepe Cession Deed

2.59 Crown policy in the 1860s was to confiscate the land of those who had fought against it, and by 1866 the Crown had confiscated large districts in other parts of the North Island under the New Zealand Settlements Act 1863. The scale of confiscations embittered Māori, including some Māori previously supportive of the Crown, when they discovered the extent of the confiscations which deprived many 'loyal' Māori of their land.

2.60 The Crown began surveying a potential confiscation district at the junction of the Wairoa and Waiau Rivers as early as March 1866. This was a strategic location on the main routes to the interior and some of the best agricultural land. In a May 1866 hui at Wairoa, McLean made it clear that land would be confiscated in this area. In December 1866, Mere Karaka and Tamihana Huata asked McLean to exclude Ngāti Mihi's settlement, Pakowhai, from the land to be surveyed for a military settlement. Ngāti Mihi, after their support for the Crown, were angry at the prospect of losing their land, but fearful that if they opposed its confiscation, they would be sent to the Chatham Islands.

2.61 In April 1866 the British Crown criticised the New Zealand Settlements Act 1863, and advised the New Zealand Government to seek cessions of Māori land before resorting to indiscriminate confiscations. The Crown began developing alternative ways of confiscating Māori land. The East Coast Land Titles Investigation Act 1866 was enacted to empower the Native Land Court to determine who the Māori owners of the land were before any was confiscated. If the Crown could demonstrate to the court that Māori had been in 'rebellion' their customary interests within boundaries described in a schedule to the Act would be forfeited to the Crown.

2.62 However the Crown soon decided to overcome significant problems with the Act by obtaining large 'cessions' of land from 'loyal' Māori on the East Coast, and applied this policy to Wairoa.

2.63 The Crown took this step because implementation of the Act relied on Māori providing the Court with accurate information about interests in land. The close relationships between those regarded by the Crown as 'rebel' and 'loyal' were likely to leave the Crown with numerous different-sized blocks scattered through any district to which it was applied. This would make it difficult to attract settlers, including military settlers, who would expect to use much East Coast land for pastoral farming.

2.64 In April 1867, the Native Minister, J. C. Richmond, and Crown officials told a large hui of Māori from Wairoa, Nuhaka, Mahia, and the surrendered Pai Mārire led by Te Waru, as well as Māori from the wider East Coast area, held at Te Hatepe, that a cession was non-negotiable and predetermined. This led to angry kōrero from some chiefs from the iwi and hapū of Te Rohe o Te Wairoa who were bitter at the pressure put on them to cede their land to the Crown, despite their commitment to fighting for the Crown.

2.65 Eventually 153 'Chiefs and Natives of the Wairoa district' signed a formal deed of cession involving about 42,400 acres which the deed described as the Wairoa Block, but which is often referred to as the Kauhouroa block. The Crown paid £800, and promised to provide some reserves. It withdrew its claims to 'rebel' lands outside of the block in the area covered by the deed, and McLean promised the Crown would award this remaining 'rebel' land to the 'loyal' chiefs. However at least one Crown official present at the meeting subsequently acted on the assumption that this promise had been included in the deed.

2.66 The inland Wairoa and Waikaremoana area was heavily contested between the iwi and hapū of Te Rohe o Te Wairoa and other iwi.

2.67 Those the Crown saw as 'rebels' suffered the confiscation of their interests in the cession block and a threat to their continuing interests in land affected by the verbal agreement. Te Waru Tamatea did not sign the deed and only spoke after the cession had been agreed. The cession further harmed relationships between the opposing groups within the iwi and hapū of Te Rohe o Te Wairoa. This may have been a factor in the support Te Waru Tamatea and Nama subsequently gave to the prisoners who later escaped from the Chatham Islands.

2.68 The Crown's Wairoa allies, who had already sold large areas of valuable land closer to the coast to the Crown, objected to the demand for further land. Tamihana Huata, speaking presumably as Ngāti Mihi, protested that 'In those two pieces you take the whole of our land.' Kopu told the Native Minister and McLean that 'I do not altogether appreciate the pakeha method of conducting his warfare. Amongst us, when we had beaten our enemies, we made friends and lived together in concord and unity. But you … are not satisfied with the men, you must have the land also'. Although Kopu finally agreed to the cession, he was much criticised for doing so. He died of pleurisy a few days later.

2.69 In August 1867 a Crown official told McLean that Māori would accept £800 to give up 'all claims', including the twenty 50 acre reserves provided for in the April 1867 deed, except a 'reserve at Pakowhai and one acre in the town for Mere Karaka'. The £800 was paid to Māori in Wairoa in November 1867.

2.70 The cession increased the amount of land in the Wairoa district that passed to the Crown in the 1860s to more than 120,000 acres.

Conflict 1868 – 1870

2.71 In July 1868, Te Kooti led an escape to the mainland by the prisoners sent to the Chathams. The Whakarau (as they were called) intended to make their way peacefully to the King Country. However the Crown was determined to capture them and called on Māori who had previously provided military support for assistance. The Whakarau refused to surrender, and soon defeated Crown forces at Paparatu in the Mangapoike River valley.

2.72 Once again, the iwi and hapū of Te Rohe o Te Wairoa were divided by warfare. Some had whakapapa links with Te Kooti. On 30 September 1868, Karaitiana Rotoatara, Ahitana Karari, Rewiti and Karauria from the iwi and hapū of Te Rohe o Te Wairoa were killed when they went to negotiate with Te Waru and Nama before the latter joined Te Kooti. In early November, after Crown troops found their bodies at Whataroa, they summarily executed an elderly disabled Māori whom they found with his wife at the otherwise deserted Whataroa settlement.

2.73 A few days later the Whakarau, who had been joined by Nama and some Ngāti Hinemanuhiri, raided the Turanga area and summarily executed a number of Māori and Pākehā. Crown forces including Māori from Nuhaka, Mahia, and the lower Wairoa -and other iwi then pursued the Whakarau inland. In December 1868, Crown forces defeated the Whakarau at Te Karetu pā, but most of the Whakarau escaped. However Crown forces found Nama wounded and summarily executed him.

2.74 Some from the lower Wairoa hapū were involved to varying degrees in the continuing Crown campaign against Te Kooti, while others, such as some Ngāti Mihi, Hinemanuhiri and Ngāti Kohatu, actively supported him. Exhaustion, illness and extensive destruction of settlements and crops by Crown forces made opposition to the Crown increasingly untenable. In October 1870, some of the Whakarau began surrendering at Te Wairoa including those Wairoa individuals who had returned from the Chatham Islands. Some who surrendered were taken as prisoners to Napier, but lower Wairoa chiefs experienced financial hardship when they had to provide for the upkeep of others who had surrendered.

2.75 Te Waru fought at Karetu, but escaped the pā. The lower Wairoa Māori allied with the Crown feared he would attack Te Wairoa. In March 1869 he was thought to have planned an attack on a canoe on the Waiau River that caused three deaths. In April 1869, a Crown force under Hamana Tiakiwai met some of Te Waru's people at Te Kiwi and killed seven of them.

2.76 Te Waru was widely blamed for the 1868 deaths of the four messengers at Whataroa, and eventually other iwi refused to protect him. Te Waru, his brother Reihana, eight other men and 30 women and children surrendered at Fort Galatea in December 1870. The Crown placed the hapū under surveillance at Te Teko, and then at Maketu before providing them with land in the eastern Bay of Plenty at Waiotahe in 1874. By 1877, they were calling themselves 'te hapu o Tamatea', and today they are known as Ngāi Tamatea.

THE "FOUR SOUTHERN BLOCKS"

2.77 The 'four southern blocks' are Waiau, Tukurangi, Taramarama and Ruakituri, with a total area of about 178,000 acres, extending to the southern shores of Lake Waikaremoana.

The 1872 Deed

2.78 In August 1872, a Crown official met Māori to discuss how to deal with land outside the ceded block, but within the area covered by the East Coast confiscation legislation, which the Crown had promised for 'loyal' chiefs at the time of the 1867 cession deed. The result was an agreement that the land would be divided into four blocks (Tukurangi, Ruakituri, Taramarama and Waiau), and lists of individuals to whom these blocks would be awarded were drawn up. Eighty six of these individuals appear to have been 'loyal' and 120 'rebels'. Almost all of the latter were from the iwi and hapū of Te Rohe o Te Wairoa. The deed which resulted from the hui made all four blocks inalienable. The blocks' boundaries reflected an incorrect assumption, by the Crown and 'loyal' chiefs that the area affected by the East Coast confiscation legislation and the 1867 Te Hatepe Deed extended to Lake Waikaremoana, and that the whole of this large area could have therefore been subject to confiscation by the Crown. All but one of the signatories of the resulting deed were from the iwi and hapū of Te Rohe o Te Wairoa.

2.79 Within the iwi and hapū of Te Rohe o Te Wairoa, the deed and its associated block lists generated tension. Nuhaka and Mahia chiefs who had supported the Crown and expected to be rewarded for their loyalty had only one name in the block lists, while those thought to have customary interests in the area had more than 200 names included. The former group complained when some parties to the 1872 deed leased the blocks to Pākehā as they felt they were missing out on income, to which they felt they were entitled, after fighting on behalf of the Crown.

2.80 The leases also increased tension with other iwi who claimed customary interests within the four southern blocks. The sole signatory to the 1872 deed from another iwi withdrew his consent by November 1873. From November 1873 the Crown attempted unsuccessfully to mediate between the other iwi with interests in the four southern blocks and the iwi and hapū of Te Rohe o Te Wairoa. In May 1874, joint applications were made to the Native Land Court for the four southern blocks after a Crown's official encouraged the other iwi to do this if they felt their claims to the land were valid. In 1875 Wi Tipuna, whose hapū included Ngāti Hinganga, complained that his name had been put on the application for one block without his permission. The other iwi explained that this had been done because the applicants accepted he was one of the owners.

2.81 In November 1874 McLean, the Native Minister, decided to start buying the four southern blocks. The Crown sought to persuade Māori to sell by presenting this as a way of resolving tensions over leases and over customary rights. The Crown ignored its own role in creating these tensions through the cession deed, the 1872 deed and its own on-going wrong view that the confiscated land extended to Lake Waikaremoana. In November 1874 the Crown began buying out the interests of the lessees in the southern blocks. Some Wairoa Māori were heavily indebted at this time. The boundary dispute was presented as the reason for the major hui of iwi held at the time of the 1875 land court hearing related to the four southern blocks. However, the Crown's intervention in the customary rights of the district through the Te Hatepe and 1872 deeds had done a great deal to bring about the increase in tension between the iwi and hapū of Te Rohe o Te Wairoa and the other two iwi. By mid October 1875 the Crown was collecting the

final signatures from individuals whom its agent considered had customary rights in these blocks, the ownership of which had yet to be determined by the Court.

Native Land Court Title Investigation 1875

2.82 On 4 November 1875, after a meeting outside the Court had failed to reach agreement, the Native Land Court, sitting at Wairoa, took evidence in a title investigation for the Tukurangi block and, on 5 November, for the Ruakituri block. However the Court then declined to hear evidence on the other two blocks, because the claims were the same as for the first two blocks, and the judge postponed the cases until surveys of the blocks were completed. To avoid risking the money the Crown had already invested in purchases, on 6 November 1875 the Crown issued a proclamation preventing Māori from alienating any interests in this land to private parties.

2.83 On 6 November, the Solicitor General advised the Crown officials negotiating for the southern blocks that the East Coast Act 1868 applied to this land. The Act replaced the earlier East Coast Titles Investigation Act 1866, but still provided for the Crown to confiscate any interests the Native Land Court concluded were held by 'rebel' Māori. None of the parties involved in this issue appears to have been aware that significant parts of the blocks lay outside the boundaries prescribed for the 1868 Act.

2.84 On 12 November, the other iwi who had applied for title investigations withdrew their applications, and sixty chiefs and people from that iwi and the other iwi seen as 'rebel' by the Crown signed a Crown purchase deed for their interests in the four blocks.

2.85 There is no evidence that Te Waru and his people, who had interests in this area, but whom the Crown regarded as 'rebels', attended the 1875 Court, or indeed the out of Court meeting.

2.86 After the withdrawal of the other iwi, the Court ignored the absence of certified surveys for the four blocks. It awarded each to individuals from the iwi and hapū of Te Rohe o Te Wairoa: 10 names each for Waiau and Tukurangi, 13 names for Taramarama and 23 names for Ruakituri. The 1872 deed lists had included far more names. Those awarded land by the 1875 court were subsequently described by a Crown official as 'only representative men from each hapū'. Māori may have agreed to this, despite the Native Land Act 1873 requiring every owner to be included, because they believed the grantees would be trustees.

Four Southern Blocks Crown Purchases from the iwi and hapū of Te Rohe o Te Wairoa

2.87 On 17 November 1875, Crown purchase deeds for each of the four blocks were signed by the owners named by the Court.

2.88 On 30 August 1877, the blocks were proclaimed waste land of the Crown. A week later the Crown agreed to pay Te Waru Tamatea and his people £300 for their claims to the blocks. The Crown had previously declined to pay Te Waru in August 1874 when he offered to sell his interests in the four southern blocks.

2.89 In 1892, after an 1888 complaint, the Crown paid a further £540 for Waiau because of the Court had used an incorrect map when making its award.

Four Southern Blocks Reserves for the iwi and hapū of Te Rohe o Te Wairoa

2.90 Under the 1875 Crown purchase deeds, the former owners from the iwi and hapū of Te Rohe o Te Wairoa received 8,400 acres of reserves, made up of 3,800 acres in Tukurangi, 2,900 acres in Ruakituri and 1,700 acres in Taramarama. No reserves were made in Waiau. During the 1880s and 1890s, Tamihana Huata and others campaigned repeatedly for a 300 acre reserve for Ngāti Hika at Whakamarino near Lake Waikaremoana that they said had been promised to them. The campaign was unsuccessful even though a Crown official thought that a mistake had been made in omitting it.

2.91 In 1875, those from the iwi and hapū of Te Rohe o Te Wairoa who sold the blocks wanted names put into the titles of each reserve that reflected the original rights in the respective reserves. However, Crown grants for the reserves were put into the names of all those awarded title to the relevant parent block by the Native Land Court. It was only after protests from people from the iwi and hapū of Te Rohe o Te Wairoa that the Native Land Court rearranged ownership of the reserves in 1906, 30 years later, to reflect better the interests of those beneficially interested in each reserve.

NATIVE LAND LAWS

2.92 The Crown promoted native land legislation from 1862 that provided for the individualisation of Māori land tenure, and the establishment of a Native Land Court. Māori were consulted about land tenure reform in the early 1860s, but Māori, including the iwi and hapū of Te Rohe o Te Wairoa, were not specifically consulted about the introduction of this legislation. A long-term objective of the land laws was to help detribalise Māori and assimilate them to European society.

2.93 Although the iwi and hapū of Te Rohe o Te Wairoa traditionally held their land collectively, the land laws did not include provision for an effective collective title until 1894.

2.94 The first Native Land Court sitting at Wairoa was in February 1867. The court awarded ownership of six blocks under section 23 of the Native Lands Act 1865. This section provided that no more than 10 owners could be named on the certificate of title. This became known as the ten-owner rule.

2.95 In 1867 section 17 of the Native Lands Act 1867 provided for the court to register the names of all those with an interest in a block as well as awarding a certificate of title to up to ten owners. Nevertheless when the Court next sat at Wairoa in September 1868 it rarely registered further people under section 17.

2.96 The Native Land Act 1873 did not include the ten-owner rule. Instead it required that all owners be named in titles awarded by the Land Court. However this legislation did not apply retrospectively. It therefore continued to be possible for significant parts of blocks to be sold without reference to the wider community. In the case of Hereheretau, with an area of over 8800 acres, awarded under the ten-owner rule in 1868, more than 2600 acres was sold by 1890.

2.97 The Crown was aware of the potential problems the ten-owner rule could cause by 1867, but did not provide any mechanism to assist customary rights holders excluded from

titles by the ten-owner rule until the enactment of the Native Equitable Owners Act 1886. Under the Act, any Māori person claiming an interest in a 'ten-owner' block could make an application that the Native Land Court ascertain whether the grantees named on the title had been intended to act as trustees for a wider group of owners. If the Court found that they were, those who would have benefitted from such a trust could be recorded as owners on the title. Initially, this legislation was only applied to blocks heard by the court before the Native Lands Act 1867 was enacted. However in 1892 the Supreme Court found that the 1886 Act applied even in blocks heard after 1867 where land had not already been sold. In the late 1880s and the 1890s, the act was applied to several blocks at Wairoa, Mahia and Whakakī, revealing significant discontent among local Māori with the early decisions of the court.

2.98 The 1886 Act did not apply in blocks such as Hereheretau where part of the block had already been sold, so repeated applications to the Native Land Court relating to Hereheretau were all dismissed on these grounds. In 1899, after further legislative changes and petitioning, the Court inquired into Hereheretau. It found that a trust had existed, and added numerous additional names to the title of those sections that remained in Māori ownership.

2.99 In 1903, the Native Appellate Court overturned the 1899 Hereheretau decision, after considering evidence given by Judge Monro at a 1902 Court of Appeal case about other Wairoa blocks where the existence of a trust was disputed. Feelings were running high about this issue among the iwi and hapū of Te Rohe o Te Wairoa, and in 1904, after numerous petitions about the ten-owner rule and trust issues, the issues were referred to a royal commission. In 1906, the final orders for Potaka, Wharepu, Taumata-o-te O, Ohuia 1, Hereheretau B and Te Kiwi blocks were cancelled, and the Native Appellate Court was authorised to rehear the blocks. In 1907, the Court sat in Wairoa and decided that in these six cases, the grantees had been put into the title as trustees. However, further hearings were still needed for each individual block to adjust the ownership accordingly. Undoing the consequences of the ten-owner rule, where land had not been sold, had proved a long and demanding process for the iwi and hapū of Te Rohe o Te Wairoa. There was no redress for blocks already sold before the passage of the 1886 Act.

Tāhora 2 Surveying Issues

2.100 One of the most significant costs of the Native Land Court process was that of surveying. From 1873, a survey was required before land could be investigated by the Court.

2.101 The survey of Tāhora 2, with an area of more than 210,000 acres, was conducted in secret, without authorisation and contrary to survey regulations. It was then approved by the Surveyor General despite significant opposition from right holders, including Ngāti Kahungunu ki Te Wairoa. The unwanted survey cost the owners more than 16,600 acres of the block.

2.102 Tāhora 2F was awarded to Ngāti Hingānga and Ngāti Wahanga. The 1896 Crown award in Tāhora 2F was based on an estimated area of 22,556 acres for the whole of Tāhora 2F used by the Court earlier. The Crown received 8,095 acres of this (Tāhora 2F1). The Crown subsequently had a subdivisional survey made, based on this estimated area of Tāhora 2F. When Tāhora 2F2, which remained to the owners after the secret survey and Crown purchasing in the early 1890s, was surveyed, however, its area turned out to be only 11,870 acres, rather than the 14,461 acres awarded in 1896.

2.103 Tāhora 2F2 was part of the large area of Tāhora 2 that passed into the East Coast Native Trust set up in 1902. In 1910, the East Coast Commissioner became aware of the substantial shortfall in the area of Tāhora 2F2, and began inquiries. Had the Crown's award been proportionately reduced, the beneficial owners of Tāhora 2F2 would have regained 803 acres from the shortfall.

ATTEMPTS AT COLLECTIVE MANAGEMENT OF THE LAND OF THE IWI AND HAPŪ OF TE ROHE O TE WAIROA

2.104 From the late 1870s, the iwi and hapū of Te Rohe o Te Wairoa discussed a scheme to vest land in trusts to facilitate the collective administration of this land. However in 1881 the Supreme Court held that Māori land could not be vested in trust unless it was held by Crown Grant.

2.105 Later in 1881, the promoters of the original trust scheme formed the New Zealand Native Land Settlement Company to take over the scheme. The trusts had experienced considerable financial difficulties, and the company structure meant that Pākehā businessmen could provide cash resources. Māori began steps to convey nine blocks in the Mahia area, totalling about 25,000 acres, to the company. However restrictions on alienation imposed by the Native Land Court meant that the company struggled for years to obtain completed titles for this land. The company went into liquidation in 1888 during the economic depression which afflicted New Zealand at this time and its land was mortgaged to the Bank of New Zealand. In 1891, the bank sold much of the land for which it had completed titles at a mortgagee sale, but the proceeds of this sale did not come close to clearing the mortgage. The Mahia blocks were not affected by this sale.

2.106 A new private trust was established in 1892 to redeem the mortgaged land for the original Māori owners. This trust sought to complete the company's incomplete titles, such as those in Te Rohe o Te Wairoa, to provide itself with more land from which to generate income to repay the mortgage. In 1893 legislation was enacted establishing a Validation Court to validate contracts for Māori land that were considered equitable but void because they did not meet the requirements of the native land legislation. The new private trust applied to the Court to validate the Company's contracts for a number of blocks in Te Rohe o Te Wairoa, and in 1895 through the court some blocks in the Mahia area were conveyed to the Trust subject to a mortgage to the Bank of £8,500.

2.107 In 1896 the Validation Court vested other lands in which the iwi and hapū of Te Rohe o Te Wairoa had interests in the trust. Tāhora 2F2 was vested on the basis of what was said to be a contract made with the company in 1889 after it had gone into liquidation. The Validation Court also placed nearly 42,000 acres of Mangapoike in the trust, on the basis of extremely insubstantial payments said to have been made to certain chiefs around the time the land went through the Native Land Court in 1884.

2.108 Despite these large additions to the size of the trust, its debts continued to escalate throughout the 1890s. The difficulties and delays in gaining clear title delayed profitable use of the blocks and added to the growing debt problems. The Crown declined several requests to intervene in the affairs of both the company and the trust. The Crown had little confidence in the viability of either, and it was generally not Crown policy to intervene in private business affairs at this time. However in 1902, with the bank on the verge of holding another mortgagee sale, the Crown arranged the creation of a statutory trust to take over the indebted lands, and recover some value for the original owners.

More than 64,000 acres of land in which the iwi and hapū of Te Rohe o Te Wairoa had interests were vested in the East Coast Native Trust in 1902.

2.109 The trust was initially administered by a board of Pākehā businessmen. By 1905 the board had sold sufficient land to pay off the mortgage. These sales included more than 4,200 acres in the Mahia area.

2.110 The blocks in the Trust had not all been equally liable for the mortgage. Most of the land in which the iwi and hapū of Te Rohe o Te Wairoa had interests lay in Tāhora 2F2 and Mangapoike blocks, none of which had been subject to the mortgage. Of the remaining blocks, some had contributed more than they were liable for, and others less. To facilitate the resolution of these debts without selling a large quantity of additional land, the Crown then appointed an East Coast Commissioner to administer the remaining blocks vested in the trust, and develop them for commercial agriculture.

2.111 The Crown did not provide for the beneficial owners of blocks vested in the trust from the iwi and hapū of Te Rohe o Te Wairoa to have a meaningful role in the administration of the trust until the late 1940s, with the creation of the East Coast Māori Trust Council. The iwi and hapū of Te Rohe o Te Wairoa had a significant role in protests against their very limited role during the 1920s, 1930s and 1940s.

2.112 The trust was eventually successful in developing the remaining land vested in it, and paying off the mortgage. In 1953, incorporations were established to administer all the stations that were still part of the trust, and these incorporations were returned to their owners after more than 50 years of Crown appointed administration.

2.113 Section 14 of the Maori Purposes Act 1951 set up a compensation fund to implement a decision of the East Coast Māori Trust Council that compensation should be paid to those who would have been owners of various blocks that had been in the trust had they not been sold. These included some Mahia blocks. The Māori Land Court had the complex task of determining lists of those to whom compensation was payable. In the mid 1960s, the Minister of Māori Affairs over-rode the strong desire of the East Coast Māori Trust Council that substantial sums of unclaimed compensation money be paid to appropriate marae. The money was instead paid to the Māori Education Fund.

THE TAIRAWHITI MĀORI LAND BOARD

2.114 The Crown established the Tairawhiti Māori Land Board in 1905. The Crown appointed all three board members, only one of whom was required to be Māori.

2.115 The principal business of such Boards before 1932 was to oversee the selling and leasing of Māori land. Under section 8 of the Māori Land Settlement Act 1905, land in the Tairawhiti district ‘which in the opinion of the Native Minister is not required or is not suitable for occupation by the Māori owners’ could be compulsorily vested in the board to administer. The board was given powers to subdivide and lease, for up to 50 years, blocks vested in it. Māori owners had the first call on these leases.

2.116 In 1906, the Crown compulsorily vested the 19,500 acres of Waipaoa 5 in the Tairawhiti Māori Land Board. Further smaller areas in which the iwi and hapū of Te Rohe o Te Wairoa had interests, totalling about 7,500 acres, were also compulsorily vested in the board.

EARLY TWENTIETH CENTURY CROWN PURCHASES

2.117 The 1910s and the 1920s saw the resumption of significant Crown purchases. The Crown bought about 50,000 acres of land in which the iwi and hapū of Te Rohe o Te Wairoa had interests during this period.

2.118 About one third of this involved the Crown purchase of most of the Waipaoa 5 block compulsorily vested in the Tairawhiti Māori Land Board. In 1910, the owners of some of Waipaoa 5 asked the Board to sell their interests, which the Board had been unable to lease. However, the Crown sought to purchase all 19,500 acres in the block. A majority of Waipaoa 5 owners present at a meeting of the assembled owners agreed to accept a Crown offer of £1 per acre, which was the government valuation at the time.

2.119 Waipaoa 5 owners from the iwi and hapū of Te Rohe o Te Wairoa opposed to the sale applied to the Native Land Court to have their interests partitioned out. The Crown delayed paying in full for the purchase for several years due to difficulties over completing the partition. In 1913 the Valuer General provided a new, significantly lower valuation of £11,000 for the area the Crown was purchasing and the Crown gave owners an ultimatum to accept the new lower valuation if they wished to receive payment for their land. The owners reluctantly agreed, and the Crown acquired 16,785 acres in 1913 for £11,000.

2.120 In a number of other blocks in the Wairoa district, the Crown exercised statutory powers under a provision of a 1913 amendment Act that allowed it to purchase individual interests. Between 1913 and 1931, a Crown official purchased numerous individual interests representing significant areas of land after meetings of assembled owners had decided not to accept the Crown's offer to purchase their land. For example, this happened in a number of subdivisions of the Tutaekuri block, in the Te Reinga block and in Hereheretau B2. Such individual purchases undermined the provision in the native land laws for Māori to make land alienation decisions collectively.

2.121 Over this period, the Crown repeatedly imposed prohibitions on alienation of land other than to the Crown on blocks in the Wairoa district. One effect of this was to prevent owners in the blocks concerned from completing leases of land. This undermined the efforts of owners to farm their own land. This happened, for instance, in Hereheretau 2 and Hereheretau 2A.

2.122 The Crown also bought land from the iwi and hapū of Te Rohe o Te Wairoa during World War One, possibly with the intention of using this land for the settlement of veterans. However, some of the owners of the land purchased were servicemen fighting overseas. Owners of Hereheretau 2 protested that:

> "… thirteen of our young men who are owners in this block – have already gone to the war. How are these, who have gone off expecting to return to their own places in our midst, to fare if their interests here are sold; they have no other land.

2.123 A similar protest was made by both a brother of an overseas serviceman and by a Judge of the Native Land Court in relationship to the Crown's efforts to purchase Hereheretau 2A.

The Māori Soldiers' Fund

2.124 The Māori Soldiers' Fund, sometimes known as the East Coast or Gisborne Māori Soldiers' Fund, came into being as a result of hui in Waiomatatini, Pakipaki and Wairoa in March and April 1917. The iwi and hapū of Te Rohe o Te Wairoa contributed generously, giving between £1400 and £2200 at their hui. In April 1917, the trustees of the fund were incorporated under the War Funds Act 1915. Encouraged by Apirana Ngata, the Fund set out to lease or buy land and manage it for the benefit of discharged Māori soldiers.

2.125 The Māori Soldiers' Fund initially tried to develop three farms, but only one of these was in the Wairoa district. Hereheretau Station was made up of Hereheretau 2D and 2A2, with a total area of about 6400 acres. The Crown leased these blocks to the Fund in 1922. The fund made only a few small payments for Māori 'soldier comforts' during World War One and did not provide for Māori veterans in need in the immediate post-war period. By 1925, the fund's financial difficulties were so extreme that the Crown vested it in the Native Trustee.

2.126 The Native Trustee retained the fund's leasehold interest in Hereheretau Station through the difficult depression years and worked to develop it, despite the heavy debt burden that the station carried, and the threat posed by the fund to the finances of the Native Trustee. The debt of the station to the Māori Trustee was finally paid off in 1949.

2.127 In 1943, the Crown accepted an offer from Sir Turi Carroll to sell land at Huramua to be used for the rehabilitation of World War Two Māori returned servicemen. Initially the Crown operated this land as a training facility for Māori farmers, with subdivision for settlement by Māori returned servicemen as a longer term objective.

2.128 Although the Māori Soldiers' Fund was for World War One veterans, a plan to place three World War Two veterans on the land in Hereheretau Station was developed. This plan collapsed only after one of the three died in 1950, just after this plan was implemented. One of the two surviving veterans, who was from Whakakī, was eventually selected for a section of Huramua. No Wairoa Māori farmers were settled on Hereheretau. Whakakī Māori remember that the station provided their people with no long term employment.

2.129 Hereheretau Station then continued under the administration of the Māori Trustee. Despite the length of time since the end of World War One, in 1953 the Māori Trustee bought the Crown's interest in the station for the Māori Soldiers' Fund. During the 1960s and 1970s, the Māori Trustee bought further areas of Hereheretau 2 and Kahaatureia from Māori owners for the fund, despite meeting with resistance from some owners and a Māori Land Court judge questioning whether it was 'advisable for a comparatively landless people to sell'.

2.130 In the early 1950s, the increased profitability that enabled the fund to buy the freehold of Hereheretau Station from the Crown also made it possible for the fund finally to consider distributions. After some consultation with remaining Māori veterans of World War One, the Māori Soldiers Trust Act 1957 authorised payments for purposes including assistance for Māori World War One veterans and their dependants (including grandchildren); grants towards veterans' tangi expenses; and grants for holding veterans' meetings. Such grants were the first known opportunity for veterans and their dependants from the iwi and hapū of Te Rohe o Te Wairoa to benefit from the creation

of the fund to which they contributed generously during World War One, and in which Hereheretau land has been so central. The 1957 Act also set up the Sir Apirana Ngata Scholarship Fund Account.

2.131 The focus of the fund since 1957 has continued to be grants for veterans and their dependants and educational grants. However, even before the last World War One Māori veterans died in 1993, there was considerable debate about the future of the fund. Although Hereheretau Station is not Crown land, since at least 1984, the Whakakī Māori and others have repeatedly raised, up to the present day, the issue of the return of the station to descendants of its original owners.

PUBLIC WORKS TAKINGS

2.132 Since the 1870s the Crown has compulsorily taken more than 500 acres for public works purposes from the iwi and hapū of Te Rohe o Te Wairoa. This figure excludes land taken for roads without the requirement for compensation at the time land blocks were awarded or subdivided. The area of land taken in this way is unknown.

2.133 Besides roading, land was taken for numerous purposes including railways, harbour works, quarries, aerodromes and public reserves. In this way, the iwi and hapū of Te Rohe o Te Wairoa have made a very significant contribution to the economic development of the district.

2.134 The Crown did not always pay compensation for public works takings, and was sometimes slow to do so where it did. For example, the construction of the Napier to Gisborne railway began officially in 1912, but the railway only reached Wairoa in 1938 and Gisborne in 1942. Land was taken for the railway from 1916. The route of the line through Māori land between Nuhaka and Wairoa impacted on wahi tapu in the coastal area, such as Waitaniwha. Māori land could be taken without compensation if it was less than five percent of the area of a block. When the compensation case began in the Native Land Court in 1921, it became clear that the Crown was not intending to pay compensation in such cases. After protests, section 25 of the Native Land Amendment and Native Land Claims Adjustment Act 1921-22 allowed the payment of compensation, at the discretion of the Minister of Public Works, for land taken in August 1919 for the main trunk railway, a branch railway and associated roading. The Native Land Court finalised the resultant compensation.

2.135 In 1912 the Crown compulsorily acquired Te Reinga Falls Scenic Reserve (about 38 acres) for scenery preservation. The reserve is partly in the Rimuroa block and partly in the Mangapoike 2A2 block. The owners repeatedly objected to the Crown acquisition, both before the public works taking was officially initiated and at the time of the first attempt to take the land. The initial proclamation was revoked as notification to owners was too slow. On the second attempt to take the land, notices in Māori were provided and a Crown official consulted with leading owners. However, the substance of this interaction was later disputed and notification was still not timely.

2.136 In the late 1930s, the Crown decided to develop aerodromes in the Wairoa area that could be used by military aircraft in particular. Most of the land required for the Opoutama landing ground, set up at Mahanga, was leased from a Pākehā farmer in 1937. The balance of the land required was compulsorily taken from Māori. The arrangements apparently included the Māori land being ‘thrown into’ the neighbouring

farmer's paddock for his use. This land was maintained and top dressed by the government.

2.137 By 1950 these emergency airfields were no longer seen as necessary. Crown officials recommended that the former Māori land in the Opoutama landing ground be sold back to the whānau from whom it had originally been taken. However no record has been located of any offer to the former owners at this time. In the late 1950s officials decided to accept an offer from one of the neighbouring Pākeha farmers to purchase the land The officials' decision was based on their assessment of who would farm the land best, once they had checked that there was no record of a commitment to sell the land back to any particular person. The former owners were not given the opportunity to buy the land back. The prospective purchaser was required to advertise for objections to the proposed sale. Advertisements were placed in a Wellington newspaper. The sale was completed when no objections were received.

2.138 In 1900 an official reported that the Whaanga whānau were willing to sell an area of land for harbour purposes. In 1902, the Crown compulsorily took 51 acres at Waikokopu for harbour purposes and subsequently paid £140 compensation to the Public Trustee for the beneficial owners. In 1903 the Crown vested the site in the Waikokopu Harbour Board. In 1919 the site was transferred to the Wairoa Harbour Board. The wharf and harbour were ultimately unsuccessful. Under the Wairoa Harbour Board Act 1946 the land taken from the Waikokopu reserve was vested in the Wairoa County Council. There is no record that any consideration was given to returning the Waikokopu harbour land to the former Māori owners when the harbour board was disbanded.

UREWERA CONSOLIDATION SCHEME

2.139 Consolidation schemes were an attempt to consolidate the scattered and fragmented interests of Māori landowners, and in some cases the Crown, that resulted from many years of partitions and purchases. In early 1921, the Crown began discussions with another iwi over a consolidation scheme in Te Urewera. At that time, the Crown wished to acquire the land in the Waikaremoana block near the Lake Waikaremoana for scenery preservation and hydro-electric production. Accordingly it was excluded from the consolidation scheme. The other iwi then threatened to refuse to proceed with the consolidation scheme, apparently because they wished to exchange their Waikaremoana interests for land elsewhere, not sell them outright. The Crown therefore decided to include the Waikaremoana block in the Urewera Consolidation Scheme.

2.140 A Crown official involved in the negotiations reported that the Ngāti Kahungunu ki Te Wairoa individuals who owned undivided interests equating to 13,000 acres of the 73,667 acre block were 'prepared to sell', but admitted this was simply his 'understand[ing]'. There is a lack of first hand evidence that they were willing to sell. However, once the block was included in the consolidation scheme, the Ngāti Kahungunu ki Te Wairoa owners seemed to have little choice but to sell, as they did not have interests in other land included in the consolidation scheme to exchange. Furthermore, the Crown had raised the possibility of compulsory acquisition of their interests for scenic purposes, and the other iwi involved were either taking land elsewhere in the consolidation scheme or had agreed to sell.

2.141 Apirana Ngata, although not at that time a Minister of the Crown, was involved in the negotiations, acting both for owners with interests in Waikaremoana, and for the Crown. The Ngāti Kahungunu ki Te Wairoa owners asked for 20 shillings an acre for their

interests in the block, but agreed to accept 16 shillings an acre in the form of debentures. However, Ngata accepted 15 shillings an acre without consulting them.

2.142 The Ngāti Kahungunu ki Te Wairoa owners were either awarded debentures, worth up to a total of about £10,000, or Hereheretau B Crown land. The debentures were issued for a ten year term beginning on 1 October 1922. Interest was set at 5 per cent per annum tax free. Payments were initially distributed by the Native Trustee annually for the Crown.

2.143 In the early 1930s, at the height of the Depression, the debenture holders experienced considerable hardship when they did not receive interest payments, and no compensation was provided when the overdue interest was finally paid. In October 1932, the Crown unilaterally implemented a 10 year extension of the term of the debentures. In 1933, the Crown reduced the interest, and converted the debentures to Government stock paying 4 per cent interest. These modifications to the arrangements came at a time of great hardship.

2.144 The Crown reduced all rates of interest on securities and loans during this period. However, the Crown failed to repay the debentures until 1957, 25 years after the Crown was originally committed to repaying the debentures. During this prolonged extension of the period in which owners could not access their capital, they received interest at the rate prevalent at the time, which was usually less than 4 per cent per annum. Some of this interest was subject to income tax.

THE BED OF LAKE WAIKAREMOANA

2.145 In 1918 the Native Land Court awarded 27 per cent of the lakebed of Waikaremoana to individuals from Ngāti Kahungunu ki Te Wairoa, and 73 percent to other iwi. The Crown quickly appealed the Court's decision, on the grounds that the lakebed was Crown land, not Native customary land. The Court of Appeal, however, had previously established that the Native Land Court was able to determine title to lakebeds. Scheduling and other delays meant that the case was not heard in the early 1920s, although the Crown also negotiated settlements relating to other lakes at this time. From 1926 the Crown took no steps to proceed with its Waikaremoana lakebed appeal, despite participating in an investigation of title to another lake in 1929. During the 1930s Māori, including the iwi and hapū of Te Rohe o Te Wairoa, repeatedly sought unsuccessfully to have the Crown either withdraw its appeal or prosecute the case. After more pressure from Lake owners, including those from Ngāti Kahungunu ki Te Wairoa, the appeal was finally heard in 1944.

2.146 The Native Appellate Court upheld the 1918 award. The Crown continued to oppose the Native Land Court's award and the Solicitor General advised that the 1944 decision was either wrong, or "a nullity" as the Court may have had no jurisdiction. In 1947, the Prime Minister said the decision was wrong. In 1954, the Crown decided not to further appeal the title to the Lake and the Crown ban on supplying plans to the Court to allow finalisation of title was lifted.

2.147 Throughout this period the Crown acted as if it owned the lakebed. During the 1940s and 1950s the Crown completed the Kaitawa power station, the third stage of the Waikaremoana power scheme. This involved use and modification of the lakebed and lowering of the Lake level by about five metres, leading to erosion of exposed lakebed, destruction of shellfish, reduction in fish stocks and restriction of the migration of tuna

(eels) to the lake. The Lake's owners did not consent to the use or modification of the lakebed and raised concerns about a number of these impacts. The Crown constructed roads, a motor camp, a hotel and the National Park headquarters on the exposed lakebed.

2.148 In 1959 the Crown commenced negotiating with the Lake's owners over compensation sought for the Crown's use and management of the Lake. For some years after 1959 the Crown sought to purchase the Lake. The Lake's owners declined to sell seeking instead an annual payment. The owners and the Crown ascribed widely divergent economic values to the Lake. In 1967 the Crown agreed to have the lakebed formally valued. It was valued at $143,000; but this did not include the value of the electricity generated by the Kaitawa power station, income from fishing licenses, nor the value of other past uses made of the lakebed by the Crown. The Crown and the Lake's owners accepted the valuation as the basis for the initial rental to be paid under a long-term lease of the Lake to the Crown, an agreement that was provided for by the Lake Waikaremoana Act 1971. The agreement did not include any lease payment for the Crown's use of the Lake prior to 1967, or compensation for the modification of the lakebed without the consent of the owners.

TE UREWERA NATIONAL PARK

2.149 In 1954, Lake Waikaremoana was incorporated into Te Urewera National Park without discussion with owners, including those from Ngāti Kahungunu ki Te Wairoa. Since then, the lake has been an important part of the park, even though the area immediately around the lake and the lakebed itself were and are Māori land.

2.150 The Manuoha block, which was owned by Ngāti Hingānga, bordered the national park to the north after it was extended in 1957. The block consisted of 19,672 acres of native forest and, along with the neighbouring Pāharakeke block, was the last substantial area of Māori-owned land in the Wairoa catchment. In 1955 the owners established incorporations for the purpose of clearing native timber and to develop the two blocks as farms. Earlier the owners had unsuccessfully sought land development assistance from the Crown, which considered the land unsuitable for farming. By 1955 several private companies had expressed interest in milling the timber on the blocks. However, the growing conservation lobby opposed logging native forest and lobbied the government to purchase the blocks. Restrictions imposed on timber felling in Te Urewera meant the owners needed permission from the Crown to sell the timber rights, with the possibility that in order to prevent erosion at least some of the terrain would be deemed unsuitable for milling. In October 1960 the owners voted to sell the blocks to the Crown. In 1961 the Crown purchased both blocks for £140,000 and added them to the Urewera National Park the following year. The Crown did not reveal in negotiations that it was willing to pay up to £160,000 for the two blocks. This purchase significantly diminished the amount of land remaining in the ownership of the iwi and hapū of Te Rohe o Te Wairoa.

2.151 The Crown has provided few opportunities for the former owners, including those from the iwi and hapū of Te Rohe o Te Wairoa, to be involved in the administration of Te Urewera National Park. No local Māori communities had a voice in Crown decisions about or in the management of the park from 1954 to 1961. The Crown did not appoint a member from the iwi and hapū of Te Rohe o Te Wairoa to the park board until 1974.

2.152 The National Parks Act 1980 abolished park -boards, and empowered the Crown to appoint members to an East Coast National Parks and Reserves Board. There was no

statutory place for Māori, but the iwi and hapū of Te Rohe o Te Wairoa were always represented by one member, as was another iwi. Between 1990 and 1998, the East Coast Conservation Board had a policy, planning, monitoring and advisory role for East Coast national parks, including Te Urewera. However, the iwi and hapū of Te Rohe o Te Wairoa were not represented, or involved in exercising kaitiakitanga over the use and management of Te Urewera.

THE ENVIRONMENT

Rivers

2.153 Waterways in Te Rohe o Te Wairoa are a taonga to the iwi and hapū of Te Rohe o Te Wairoa, as they were important for food, water supply, transport and spiritual and cultural practices. Before 1840 traditional rights and practices determined Māori use rights of various waterways. The iwi and hapū of Te Rohe o Te Wairoa consider this constituted ownership. However, English Common Law after 1840, and after customary title had been removed, included the ad medium filum aquae presumption. Depending on the circumstances, this presumed that the bed of a non-tidal river to the middle-line was owned by the adjoining land owner. In 1903 the Coal-mines Act Amendment Act 1903 vested the beds of navigable rivers in the Crown.

2.154 Rivers and streams in Te Rohe o Te Wairoa have been adversely affected by many factors since the beginning of European settlement. The district contains much steep hill country that is more susceptible to erosion when cleared, and the clearing of forest cover for farm development has consequently increased runoff, decreased water quality and made flooding more likely. The damage caused by introduced species, such as possums, deer and goats, has reduced the capability of remaining bush areas to absorb water.

2.155 In the early 1940s hydro-electric use of water from Lake Waikaremoana affected the flow of water down the Waikaretaheke River into the Waiau River at least nearly as far as Frasertown. The extraction of large quantities of shingle from rivers in the area had detrimental effects on water quality and on fisheries, including tuna, inanga and other native fish. Shingle extraction has also contributed to riverbank erosion of urupā and pā sites.

2.156 Discharges by slaughterhouses and freezing works, along with other industrial waste, have also affected water quality in the Wairoa district, as have discharges of sewage. Dairy effluent has also been discharged into local waterways. In 1916 Wairoa Māori protested to the Native Minister about the proposed siting of a freezing works in the Awatere block, with possible adverse effects on Te Uhi kainga and its burial places, and on the river and nearby streams. However the Public Health Department denied the proposed site was a danger to health and the Native Department therefore took no action.

2.157 The iwi and hapū of Te Rohe o Te Wairoa remember that tuna and other fish used to be much more plentiful in the rivers.

2.158 Until 1991 Crown policy did not require Māori needs and values to be taken into account in the management of rivers and wetlands, and this adversely affected the ability of the iwi and hapū of Te Rohe o Te Wairoa to exercise their kaitiakitanga responsibilities.

Ngamotu Lagoon and Whakamahia Lagoon

2.159 In 1878, Parliament established the Wairoa Harbour Board. In 1910, the Crown granted the harbour board endowments that included both the Ngamotu lagoon (about 420 acres) and the Whakamahia lagoon (350 acres). The Crown considered Ngamotu lagoon was its property to grant. The lagoon on the other side of the river had been part of the Lower Wairoa Crown purchase.

2.160 The river mouth lagoons were important mahinga kai for local Māori. The Ngamotu lagoon is on the eastern side of the mouth of the Wairoa River. It was traditionally a source of kai moana, including tuna, patiki (flounder), kakahi (pipi), whitiko (periwinkle), tuangi (cockle) and kuku (freshwater mussel), and is noted for its birdlife. The Whakamahi lagoon, another valuable source of the same rich variety of kai moana, as well as a place to collect driftwood, is on the western side of the river mouth.

2.161 The harbour board was dissolved in 1946 after blockages of the river mouth and the considerable shifts in its location that were a natural feature of the river made the task of the board impractical to continue. The Crown transferred the Whakamahia lagoon to the Wairoa County Council. Ngamotu lagoon was re-vested in the Crown. In 1970, Ngamotu lagoon was gazetted as a wildlife management reserve. The Crown did not consult the iwi and hapū of Te Rohe o Te Wairoa about these steps, which limited the ability of the iwi and hapū to exercise their kaitiakitanga. The adjoining Ngamotu block had numerous Māori owners. Following the designation of the area as a wildlife reserve, some conflict occurred with owners over issues such as shooting, wildlife damaging crops and farm animals straying into the reserve.

Lake Whakakī and surrounding lagoons

2.162 Lake Whakakī is surrounded by other smaller lakes and lagoons on the narrow coastal plain between the Wairoa and Nuhaka Rivers. This area was traditionally home to a rich variety of kai moana, including tuna and shellfish, and many birds harvested for food also made their home there. The Whakakī wetlands were an important mahinga kai for local Māori.

2.163 The lagoon and wetland system shrank considerably during the twentieth century due to human intervention. The lakes and lagoons had no permanent natural outlet to the sea, but a large hilly catchment area. From about 1899 to 1956, artificial openings were made periodically to allow flood water to move through the Rahui Channel and Patangata Lagoon to exit at Paaka, east of Lake Whakakī. Over this period, some hapū in the area were concerned about the effect of drainage schemes on the mahinga kai. On occasion, some other local Māori people expressed support for drainage proposals in the hope of developing farm land.

2.164 By the mid 1950s, flooding, significantly worsened by changes such as deforestation in the catchment area and the raised road through Whakakī, increased Whakakī Māori support for drainage for flood protection purposes. In 1956, after minimal consultation with tangata whenua, the Crown made a direct opening from Lake Whakakī to the sea for drainage. This drainage method, with more frequent and more complete drainage of the lake and the entry of salt water, significantly affected fish and birdlife. Drainage of wetland around the lake, farm run off and deforestation also had adverse effects.

2.165 In the late 1950s the Crown began work to improve the drainage situation at Whakakī itself. Local Maori were required to contribute 1/6th of the cost, which was paid by a £2,000 loan from the Māori Trustee. The original proposal included measures to protect the marae buildings, including an additional stopbank and relocating the marae. However officials understood that, rather than incur the higher costs involved in moving the marae, the people of Whakakī had agreed to leave the marae on its current site, although they were aware that it would be subject to limited flooding if left there. This decision was made in the context of ongoing plans to relocate the marae to a new and safer site. The marae has never been moved and is still prone to flooding.

2.166 In 1969, the Māori Land Court vested most of Lake Whakakī in the Trustees of Whakakī Lake on behalf of the beneficial owners. The responsibilities of the Trustees were initially limited to matters related to game birds and their habitat. The lake continued to deteriorate at least partly because the Hawke's Bay Catchment Board, despite Māori protests, continued using the direct outlet from Lake Whakakī to the sea.

Morere Springs

2.167 The thermal springs area known as Morere Springs lies within the Nuhaka block purchased by the Crown in 1865, although Ngāti Rakaipaaka and others repeatedly disputed the purchase of the part of the block in which the springs lie. In 1895, 585 acres were proclaimed as a Thermal Springs Reserve following complaints from Pākehā about Māori 'monopolizing' the springs by camping there. The Crown made no provision for Māori involvement in the administration of the reserve. In 1951, the Crown added a further 323 acres to the reserve.

2.168 In 1904, Morere Springs was also made a 'reserve for native and imported game', depriving Māori of the potential to harvest birds such as kereru, well before the 1922 nationwide ban on harvesting kereru. Restrictions on hunting culminated in the 1919 declaration of the reserve as a 'wildlife sanctuary', in which no hunting whatsover was possible.

2.169 In 1904, harvests of native flora such as kiekie were also effectively forbidden, with this ban being reinforced in later by-laws. However Māori continued their traditional practice of harvesting kiekie, although they risked being prosecuted for doing so.

2.170 In 1971 the reserve was re-designated as a scenic reserve. Greater emphasis was put on controlling invasive plants and animals. However, the objective of absolute preservation of indigenous flora created further tension with Ngāti Rākaipaaka over the cultural harvesting of kiekie.

Te Reinga Falls Scenic Reserve

2.171 After acquiring Te Reinga Falls Scenic Reserves under the Public Works Act in 1912, the Crown was responsible for the administration of the reserve. However, it did little to develop the reserve or protect it from wandering stock and introduced weeds. On the other hand, the lack of active management did allow some Māori use of resources such as tuna.

SIGNIFICANT SITES

2.172 The iwi and hapū of Te Rohe o Te Wairoa have lost control of and access to many of their significant sites, including urupā and wāhi tapu, often on land purchased by the Crown and other parties. Such significant sites are important to the cultural identity of the iwi and hapū of Te Rohe o Te Wairoa. The loss of these sites has detrimentally impacted on the ability of iwi and hapū to exercise kaitiakitanga, maintain tikanga, and preserve traditional knowledge.

PETROLEUM

2.173 The Crown nationalised all petroleum resources in New Zealand in 1937, and made no provision for land owners to receive royalties from commercial oil fields, despite strong objections by Māori under the leadership of Sir Apirana Ngata. The nationalisation of petroleum as well as of gold, silver and uranium was confirmed by the Crown Minerals Act 1991. This is of great concern to the iwi and hapū of Te Rohe o Te Wairoa, given that oil exploration has taken place on several occasions on land in which they have interests.

TE REO AND EDUCATION

2.174 For much of the later nineteenth century, the Wairoa district stood out from other districts with high Māori population in having no native schools. Māori communities were required to gift land for native school sites. Many were reluctant to do so, but a native school at Ramoto was not provided despite the eventual provision of a site. Later other Māori communities donated land for native schools, including at Nuhaka, Rangiahua and Whakakī. The Crown saw schools in part as a means of assimilating Māori children into European culture. Children from the iwi and hapū of Te Rohe o Te Wairoa were, therefore, strongly discouraged from speaking Te Reo Māori in Crown run schools for decades, particularly after 1900.

2.175 Given the late development of native schools, and their continuing absence in places such as the town of Wairoa, many children from the iwi and hapū of Te Rohe o Te Wairoa were dependent on schools run by the Hawke's Bay Education Board for their education. Some Māori parents favoured their children learning English, whether they attended native or board schools. However, Māori children in board schools tended not to progress as quickly as European children, at least partly because board schools had large classes in which Māori children received no special assistance in English.

2.176 Teachers often had lower expectations for Māori children than for Pākehā. Although the educational situation improved in the late twentieth century, in 2001 the educational qualifications of Māori in the Wairoa district remained significantly lower than those of non-Māori in the Wairoa district and of both Māori and non-Māori nationally.

2.177 In the early twentieth century, all Māori children attending native schools in the Wairoa district spoke Māori in the home. However, many children from the iwi and hapū of Te Rohe o Te Wairoa were punished for speaking Māori at school. By the 1970s, these experiences helped to make some reluctant to teach Māori to their children.

2.178 The ability of people from the iwi and hapū of Te Rohe o Te Wairoa to conduct conversation in Māori about everyday matters fell significantly during the twentieth

century. By 2001, only 29 percent of the iwi and hapū of Te Rohe o Te Wairoa were able to do this. In addition to the loss of everyday skills in te reo Māori, some traditional karakia, incantations and waiata have been lost.

SOCIO-ECONOMIC OPPORTUNITIES

2.179 The iwi and hapū of Te Rohe o Te Wairoa have tried repeatedly to respond positively to new opportunities that have occurred since the first arrival of Europeans, but have often suffered seriously from such encounters.

2.180 The iwi and hapū of Te Rohe o Te Wairoa began engaging energetically with Europeans when whaling and traders came to the area in the 1820s and 1830s. However, the coming of European diseases brought very significant loss of life. Those from the iwi and hapū of Te Rohe o Te Wairoa who sold land to the Crown in the 1860s did not receive the economic benefits they expected. The social and economic costs of the military conflicts of the 1860s and 1870s have already been described.

2.181 In the closing years of the nineteenth century, the decline in the Māori population of the district that had started in the first half of the nineteenth century may have continued. Despite evidence of renewed population growth from the early twentieth century, for many decades the iwi and hapū of Te Rohe o Te Wairoa continued to suffer serious health problems, such as tuberculosis and typhoid. Overcrowded and poor housing and poor diet contributed to this. Māori communities suffered severely during the 1918 Influenza epidemic. It has been estimated that the Māori death rate in Wairoa County was 25.6 per 1,000 Māori, compared to 6.2 per 1,000 Europeans. However, while the total number of registered Māori deaths was 65, other reports put the figure as high as 137, with 47 deaths at Te Reinga alone, indicating that the Māori death rate may well have been higher.

2.182 From the mid twentieth century, the Māori population started to move from the rural parts of the Wairoa district to the town and into urban areas outside the district. During the 1980s, opportunities for full-time work for Māori in the Wairoa district decreased significantly and unemployment increased through to the end of the century. By 2001, only about 12 percent of the iwi and hapū of Te Rohe o Te Wairoa lived in the Wairoa district. Today this impacts on the ability of local Māori to sustain their communities and uphold cultural practices and knowledge.

2.183 The Wairoa district is one of the most socio-economically deprived areas of New Zealand.

WAR CONTRIBUTION

2.184 The iwi and hapū of Te Rohe o Te Wairoa have a long history of service in the New Zealand's armed forces. During World War One, men from the iwi and hapū of Te Rohe o Te Wairoa served overseas, beginning with B Company of the first New Zealand Māori Contingent. When what eventually became the New Zealand (Māori) Pioneer Battalion was formed, men from Wairoa district voluntarily served in D Company. The people also contributed generously in financial terms to the Māori Soldiers' Fund, which is discussed above. Hereheretau Station, the most long-standing asset of the fund, is made up of land originally owned by hapū of Te Rohe o Te Wairoa.

2.185 In World War Two, men from the iwi and hapū of Te Rohe o Te Wairoa served in the Twenty-Eighth Māori Battalion, in D Company, in particular 16 platoon. After World War Two, others from the iwi and hapū of Te Rohe o Te Wairoa served in the armed forces during the conflicts in which New Zealand was involved in Asia in the later twentieth century.

2.186 The names of those who served their country overseas are remembered on memorials and in rolls of honour at marae around the district. The iwi and hapū of Te Rohe o Te Wairoa recall that every hapū had members who either did not return home or returned home badly scarred both physically and mentally by their war service overseas. Their family members recall that such men did not receive any assistance to deal with the ongoing psychological impacts. The immediate and long term consequences for the iwi and hapū of Te Rohe o Te Wairoa included the diminished ability to safeguard their land interests during the war; the loss of future and present rangatira and the loss of fluent speakers of Te Reo and practitioners of tikanga.

3 ACKNOWLEDGEMENTS AND APOLOGY

ACKNOWLEDGEMENTS

3.1 The Crown acknowledges that although the iwi and hapū of Te Rohe o Te Wairoa did not sign the Treaty of Waitangi in 1840, its Treaty protective guarantees apply to the iwi and hapū of Te Rohe o Te Wairoa. The Crown's authority over New Zealand rested in part on the Treaty, and the Crown's Treaty obligations, including its protective guarantees, applied to the iwi and hapū of Te Rohe o Te Wairoa. The Crown acknowledges that it has failed to meet many of its Treaty obligations to the iwi and hapū of Te Rohe o Te Wairoa. The Crown has failed to deal with the longstanding grievances of the iwi and hapū of Te Rohe o Te Wairoa in an appropriate way, and recognition of their grievances is long overdue.

Early Crown land purchasing

3.2 The Crown acknowledges that when purchasing land in Te Rohe o Te Wairoa in 1864 and 1865:

3.2.1 it failed to investigate customary rights fully before completing the Mahia and Nuhaka purchases;

3.2.2 it failed to survey adequately the Mahia and Nuhaka blocks;

3.2.3 it failed to ensure adequate reserves were set aside for those with customary interests in the blocks the Crown purchased in 1864 and 1865; and

3.2.4 its acts and omissions when purchasing land from the iwi and hapū of Te Rohe o Te Wairoa breached the Treaty of Waitangi and its principles.

Outbreak of War in 1865

3.3 The Crown acknowledges that it was ultimately responsible for the outbreak of the war that began with the Crown attack on the Omaruhakeke kāinga on Christmas Day 1865, and the resulting loss of life and property. The Crown acknowledges that its actions were a breach of the Treaty of Waitangi and its principles. The Crown further acknowledges that those from the iwi and hapū of Te Rohe o Te Wairoa who opposed the Crown in this war were unfairly labelled as rebels.

Confiscation and Cession of Land in 1867

3.4 The Crown acknowledges that:

3.4.1 some people from the iwi and hapū of Te Rohe o Te Wairoa with customary interests in the cession block did not give any consent to the 1867 deed of cession, and the effective confiscation of the interests of these people was wrongful and a breach of the Treaty of Waitangi and its principles; and

3.4.2 those people from the iwi and hapū of Te Rohe o Te Wairoa who agreed to the 1867 deed of cession did so under duress, and the pressure applied by

the Crown to secure this cession, and the resulting extinguishment of the customary interests of these people in the cession block was a breach of the Treaty of Waitangi and its principles.

Summary Executions of Prisoners

3.5 The Crown acknowledges that the summary executions by Crown forces of prisoners including Te Tuatini Tamaionarangi and Te Matenga Nehunehu in 1866 and Nama in 1868 during fighting in Te Rohe o Te Wairoa breached the Treaty of Waitangi and its principles and tarnished the honour of the Crown.

Detention Without Trial on the Chatham Islands

3.6 The Crown acknowledges that the detention without trial of Moururangi of Ngāi Tamaterangi and at least 8 other individuals from the iwi and hapū of Te Rohe o Te Wairoa who suffered in harsh conditions on the Chatham Islands between 1866 and 1868 was an injustice and a breach of the Treaty of Waitangi and its principles.

The "Four Southern Blocks"

3.7 The Crown acknowledges that in the aftermath of the Te Hatepe cession, and the enactment of the East Coast Act 1868, it negotiated the purchase of the four southern blocks in a coercive context. The Crown further acknowledges that it used unreasonable tactics to purchase the "four southern blocks", including:

3.7.1 urging the iwi and hapū of Te Rohe o Te Wairoa to sell this land to alleviate a boundary dispute that the Crown had significantly worsened by making arrangements about the four southern blocks on the basis of an incorrect claim that they had been confiscated;

3.7.2 completing the purchase before seeking the consent or paying for the interests of Te Waru Tamatea and those with him in exile in the Bay of Plenty; and

3.7.3 these acts and omissions meant that the Crown failed adequately to protect the interests of the iwi and hapū of Te Rohe o Te Wairoa and this was a breach of the Treaty of Waitangi and its principles.

Native Land Laws

3.8 The Crown acknowledges that:

3.8.1 it did not consult the iwi and hapū of Te Rohe o Te Wairoa about the introduction of the native land laws and the individualisation of title for which the native land laws provided;

3.8.2 in 1867 and 1868, the Native Land Court awarded ownership of numerous blocks in which the iwi and hapū of Te Rohe o Te Wairoa had interests to a maximum of ten individual owners and by allowing these owners to dispose of this land as their absolute property the native land legislation did not reflect

the Crown's duty actively to protect the interests of the iwi and hapū of Te Rohe o Te Wairoa in these blocks, and this was a breach of the Treaty of Waitangi and its principles; and

3.8.3 its failure to provide a means for the collective administration of the land of the iwi and hapū of Te Rohe o Te Wairoa in the native land legislation until 1894 was a breach of the Treaty of Waitangi and its principles.

Tahora 2 Secret Survey

3.9 The Crown acknowledges that:

3.9.1 it retrospectively authorised the secret survey of Tahora 2, which had been conducted without approval and contrary to survey regulations;

3.9.2 it was aware of significant opposition from Ngāti Kahungunu ki Te Wairoa to the survey, its authorisation and subsequent court hearings;

3.9.3 Ngati Hingānga then had to sell land they wished to retain to meet the resulting survey costs; and

3.9.4 its failure to act with utmost good faith and honesty, and actively protect interests of Ngāti Hingānga in land they wished to retain was in breach of the Treaty of Waitangi and its principles.

Tahora 2F2 Survey

3.10 The Crown acknowledges that when it became aware that, because of a survey error, it had obtained 803 acres more land than it should have in Tahora 2F1, at the expense of the beneficial owners of Tahora 2F2, it refused to transfer this land to the beneficial owners of Tahora 2F2, and this was a breach of the Treaty of Waitangi and its principles.

Administration of the East Coast Native Trust

3.11 The Crown acknowledges that it failed to provide for beneficial owners from the iwi and hapū of Te Rohe o Te Wairoa to be involved in the development of policy for the administration of their land vested in the East Coast Trust once it became clear that this Trust would have a long term existence, and that this was a breach of the Treaty of Waitangi and its principles.

Compulsory Vesting of Waipaoa 5

3.12 The Crown acknowledges that the compulsory vesting of Waipaoa 5 in the Tairawhiti District Māori Land Board in 1906 was a breach of the Treaty of Waitangi and its principles.

Early Twentieth Century Crown Purchases

3.13 The Crown acknowledges that in the 1910s and 1920s:

3.13.1 it made a sham of a provision in the native land laws for Māori to make land alienation decisions collectively, through meetings of assembled owners, by purchasing substantial quantities of land from individual owners after the owners had collectively decided not to sell;

3.13.2 it misused its monopoly powers by preventing some owners from completing negotiations to lease their land so that the Crown could purchase it;

3.13.3 it unilaterally reduced the price the owners of Waipaoa 5 had agreed to accept at a meeting of the assembled owners in 1910, and the impoverished owners had little choice but to accept the reduced price offered by the Crown in 1913; and

3.13.4 the Crown's actions were a breach of the Treaty of Waitangi and its principles.

3.14 The Crown acknowledges that some from the iwi and hapū of Te Rohe o Te Wairoa are aggrieved today about the use of its monopoly powers during World War One to try to acquire land in Hereheretau blocks that had some owners serving overseas.

Waikaremoana Lakebed

3.15 The Crown acknowledges that, for many years following the 1918 Native Land Court decision, the Crown did not recognise Ngāti Kahungunu ki Te Wairoa rights in the bed of Lake Waikaremoana, and caused great prejudice to Ngāti Kahungunu ki Te Wairoa by administering the lakebed as if it were Crown property. In particular the Crown acknowledges that:

3.15.1 notwithstanding Ngāti Kahungunu ki Te Wairoa's interest in the lakebed the Crown did not consult Ngāti Kahungunu ki Te Wairoa before commencing the construction of Kaitawa power station which ultimately led to some of the lakebed becoming dry land and the degradation of fishing stocks; and

3.15.2 it constructed roads and significant structures on the exposed lakebed without the consent of its owners;

3.15.3 it did not pay Ngāti Kahungunu ki Te Wairoa rent for this land until 1971, and has never paid Ngāti Kahungunu ki Te Wairoa for its use of the lakebed before 1967; and

3.15.4 in its administration of the lakebed the Crown failed for many years to respect the mana motuhake of Ngāti Kahungunu ki Te Wairoa and breached the Treaty of Waitangi and its principles.

Te Urewera Consolidation

3.16 The Crown acknowledges that:

3.16.1 in carrying out the Urewera Consolidation Scheme it pressured Ngāti Kahungunu ki Te Wairoa into selling their interests in the Waikaremoana block by threatening to acquire compulsorily the land;

3.16.2 it acquired the interests of these Waikaremoana owners for 15 shillings an acre despite the owners having agreed to sell at a price of 16 shillings;

3.16.3 it caused considerable hardship to the Ngāti Kahungunu ki Te Wairoa individuals from whom it acquired these interests by not ensuring that they were paid the interest due on the debentures they accepted;

3.16.4 it did not finally pay off the capital value of the debentures until 25 years after it first became due; and

3.16.5 by these acts and omissions the Crown breached the Treaty of Waitangi and its principles.

Te Urewera National Park

3.17 The Crown acknowledges that it included Ngāti Kahungunu ki Te Wairoa interests in the Waikaremoana lakebed in Te Urewera National Park without their agreement and without payment until the 1971 lease and this was a breach of the Treaty of Waitangi and its principles.

Public Works Takings

3.18 The Crown acknowledges that it compulsorily acquired land for public works from the iwi and hapū of Te Rohe o Te Wairoa on numerous occasions and this is a significant grievance.

3.19 The Crown acknowledges that:

3.19.1 it discriminated against Māori owners by taking land from them for the Opoutama landing field at Mahanga while leasing adjacent land required from a European owner, and this discrimination was a breach of the Treaty of Waitangi and its principles; and

3.19.2 it disposed of this land to a third party rather than to the former Māori owners, and this has caused a sense of grievance that is still strongly held.

The Environment

3.20 The Crown acknowledges:

3.20.1 the importance to the iwi and hapū of Te Rohe o Te Wairoa of the whenua, maunga, roto, awa, hot springs, wetlands and moana as part of their identity and places of mahinga kai and other resources important for cultural, spiritual and physical sustainability;

3.20.2 the Crown has limited the opportunities for the iwi and hapū of Te Rohe o Te Wairoa to develop and use some of these resources and, until recently, has failed to acknowledge their special relationship to their environment; and

3.20.3 the degradation of the environment arising from deforestation, taking of gravel, introduced weeds and pests, farm run-off, sewerage, industrial waste, road works, drainage works and harbour works has been a source of distress and grievance to the iwi and hapū of Te Rohe o Te Wairoa.

Significant sites

3.21 The Crown acknowledges that the iwi and hapū of Te Rohe o Te Wairoa have lost control over many of their significant sites, including urupā and wāhi tapu, and this has had an ongoing impact on their cultural, spiritual and physical well-being.

Petroleum

3.22 The Crown acknowledges that the iwi and hapū of Te Rohe o Te Wairoa were not consulted when the Crown extended its control of natural resources to include petroleum and have never agreed to the Crown's assumption of control.

Te Reo and Education

3.23 The Crown acknowledges the significant harm children of the iwi and hapū of Te Rohe o Te Wairoa suffered by being punished for speaking their own language in Crown-established schools. It also acknowledges that the education system historically had low expectations for Māori academic achievement, and that the educational achievements of Māori students in schools in Te Rohe o Te Wairoa have lagged behind those of other New Zealanders.

Socio-economic opportunities

3.24 The Crown acknowledges that its policies have contributed to most individuals from the iwi and hapū of Te Rohe o Te Wairoa now living outside their rohe. The Crown also acknowledges that those living in Te Rohe o Te Wairoa have endured socio-economic deprivation for far too long and have not had the same opportunities in life that many other New Zealanders have enjoyed.

War contribution

3.25 The Crown acknowledges that the iwi and hapū of Te Rohe o Te Wairoa have a long history of service in New Zealand's armed forces, including in two World Wars and in south-east Asia. The Crown also acknowledges that the iwi and hapū of Te Rohe o Te Wairoa contributed significantly towards the Māori Soldiers Fund.

APOLOGY

3.26 The Crown makes this apology to the iwi and hapū of Te Rohe o Te Wairoa, to their tipuna/tupuna, whānau and descendants.

3.27 The Crown recognises that the iwi and hapū of Te Rohe o Te Wairoa have long sought to right the injustices they have suffered at the hands of the Crown, and is deeply sorry that it has failed until now to address the injustices appropriately.

3.28 For too long, the Crown has failed to respect the mana motuhake of the iwi and hapū of Te Rohe o Te Wairoa and it unreservedly apologises for its failure to honour its obligations to the iwi and hapū under te Tiriti o Waitangi (the Treaty of Waitangi) and its principles.

3.29 The Crown apologises for the war it fought against members of the iwi and hapū it deemed to be rebels. In particular, the Crown profoundly regrets its unjust 1865 attack on the kāinga Omaruhakeke, which occurred on Christmas Day, and dishonourable summary executions and detention without trial of some of those who opposed the Crown during or after fighting in the rohe. The Crown is deeply sorry for the lasting division between hapū and the loss of life and property sustained by the iwi and hapū of Te Rohe o Te Wairoa as a result of this fighting.

3.30 The Crown apologises for effectively confiscating a large area of land in 1867 through the Te Hatepe forced cession. It is profoundly sorry for the way its on-going land purchasing has compounded the destructive impact and demoralising effect of its actions in fighting a war and confiscating land. The Crown admits that the cumulative effect of its Treaty breaches has been very significant damage to the cultural, spiritual and physical well-being of the iwi and hapū of Te Rohe o Te Wairoa, as well as to their economic development.

3.31 The Crown seeks to restore its tarnished honour and to atone for its past failures to uphold the Treaty of Waitangi and its principles with this apology and settlement. The Crown hopes to build a new relationship with the iwi and hapū of Te Rohe o Te Wairoa based on the Treaty of Waitangi that will endure for current and future generations.

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 it is not possible:

(a) to assess the loss and prejudice suffered by the iwi and hapū of Te Rohe o Te Wairoa as a result of the events on which the historical claims are or could be based; and

(b) to fully compensate the iwi and hapū of Te Rohe o Te Wairoa for all loss and prejudice suffered; and

4.1.3 the settlement is intended to enhance the ongoing relationship between the iwi and hapū of Te Rohe o Te Wairoa and the Crown (in terms of the Treaty of Waitangi, its principles, and otherwise).

4.2 The iwi and hapū of Te Rohe o Te Wairoa acknowledge that, taking all matters into consideration (some of which are specified in clause 4.1), the settlement is fair and the best that can be achieved in the circumstances.

SETTLEMENT

4.3 Therefore, on and from the settlement date, –

4.3.1 the historical claims are settled; and

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

4.3.3 the settlement is final.

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

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

4.5.1 extinguish or limit any aboriginal title or customary right that the iwi and hapū of Te Rohe o Te Wairoa 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 the iwi and hapū of Te Rohe o Te Wairoa 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 Māori and the Crown dated 23 September 1992 in relation to Māori fishing claims; or

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

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

(ii) the Fisheries Act 1996; or

(iii) the Maori Fisheries Act 2004; or

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

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 the iwi and hapū of Te Rohe o Te Wairoa collectively; but

4.7.2 may benefit particular members, or particular groups of members, of the iwi and hapū of Te Rohe o Te Wairoa if the governance entity so determines in accordance with the governance entity's procedures.

IMPLEMENTATION

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

4.8.1 settle the historical claims; and

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

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

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

(b) for the benefit of the iwi and hapū of Te Rohe o Te Wairoa or a representative entity; and

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

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

(a) apply to a settlement document; or

(b) prescribe or restrict the period during which –

(i) the trustees of the Tātau Tātau o Te Wairoa Trust, being the governance entity, may hold or deal with property; and

(ii) the Tātau Tātau o Te Wairoa Trust may exist; and

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

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

5 CULTURAL REDRESS

VESTING AND GIFT-BACK

5.1 The settlement legislation will, on the terms provided by section 69 of the draft settlement bill, provide that:

5.1.1 on the settlement date (**vesting date**) the fee simple estate in each of the following sites (each a **gift-back site**) will vest in the governance entity:

(a) Kumi Pakarae Conservation Area (as shown on deed plan OTS-198-02):

(b) Mahia Peninsula Scenic Reserve (as shown on deed plan OTS-198-03):

(c) Morere Springs Scenic Reserve (as shown on deed plan OTS-198-26):

(d) Otoki Government Purpose (Wildlife Management) Reserve (as shown on deed plan OTS-198-29):

(e) Te Reinga Scenic Reserve Property A (as shown on deed plan OTS-198-04); and

5.1.2 on the seventh day after the vesting date, the fee simple estate in each gift-back site vests in the Crown:

(a) with its current status; and

(b) as a gift from the governance entity to the Crown for the people of New Zealand;

5.1.3 despite the vestings under clauses 5.1.1 and 5.1.2:

(a) any other enactment or any instrument that applied to a gift-back site immediately before the vesting date continues to apply to that site as if the vestings had not occurred;

(b) to the extent that an overlay classification applies to a gift-back site, it applies only after the site vests back in the Crown;

(c) to the extent that a statutory acknowledgement applies to a gift-back site, it applies only after the site vests back in the Crown;

(d) every encumbrance that affected a gift-back site immediately before the vesting date continues to affect that site as if the vestings had not occurred;

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

(f) the vestings are not affected by Part 4A of the Conservation Act 1987, sections 10 and 11 of the Crown Minerals Act 1991, section 11 and Part 10 of the Resource Management Act 1991, or any other enactment.

OVERLAY CLASSIFICATION

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

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

(a) Mahia Peninsula Scenic Reserve (as shown on deed plan OTS-198-05):

(b) Morere Springs Scenic Reserve (as shown on deed plan OTS-198-27):

(c) Te Reinga Scenic Reserve property A (as shown on deed plan OTS-198-06):

(d) Wharerata Hill Scenic Reserve (as shown on deed plan OTS-198-07); and

5.2.2 provide the Crown's acknowledgement of the statement of the iwi and hapū of Te Rohe o Te Wairoa values in relation to each of the overlay areas; and

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

(a) when considering a conservation document, in relation to an overlay area, to have particular regard to the statement of the iwi and hapū of Te Rohe o Te Wairoa values, and the protection principles, for the overlay area; and

(b) before approving a conservation document, in relation to an overlay area, to –

(i) consult with the governance entity; and

(ii) have particular regard to its views as to the effect of the document on the iwi and hapū of Te Rohe o Te Wairoa values, and the protection principles, for the overlay area; and

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

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

5.3 The statement of iwi and hapū of Te Rohe o Te Wairoa values, the protection principles, and the Director-General's actions are in the documents schedule.

STATUTORY ACKNOWLEDGEMENT

5.4 The settlement legislation will, on the terms provided by sections 28 to 35 and 37 to 39 of the draft settlement bill, –

5.4.1 provide the Crown's acknowledgement of the statements by the iwi and hapū of Te Rohe o Te Wairoa of their particular cultural, spiritual, historical, and traditional association with the following areas:

(a) Hangaroa River and its tributaries (as shown on deed plan OTS-198-08):

(b) Kumi Pakarae Conservation Area (as shown on deed plan OTS-198-09):

(c) Mahia Peninsula Local Purpose (Esplanade) Reserve (as shown on deed plan OTS-198-10):

(d) Mangaone Caves Historic Reserve (as shown on deed plan OTS-198-11):

(e) Mangapoike River and its tributaries (as shown on deed plan OTS-198-12):

(f) Maungawhio Lagoon (as shown on deed plan OTS-198-13):

(g) Morere Recreation Reserve (as shown on deed plan OTS-198-25):

(h) Nuhaka River and its tributaries (as shown on deed plan OTS-198-14):

(i) Otoki Government Purpose (Wildlife Management) Reserve (as shown on deed plan OTS-198-15):

(j) Panekirikiri Conservation Area (as shown on deed plan OTS-198-16):

(k) Portland Island Marginal Strip (as shown on deed plan OTS-198-17):

(l) Ruakituri River and its tributaries (as shown on deed plan OTS-198-18):

(m) Te Reinga Scenic Reserve property B (as shown on deed plan OTS-198-19):

(n) Waiatai Scenic Reserve (as shown on deed plan OTS-198-20):

(o) Waiau River and its tributaries within the area of interest (as shown on deed plan OTS-198-21):

(p) Waikaretaheke River and its tributaries (as shown on deed plan OTS-198-22):

(q) Wairoa River and its tributaries (as shown on deed plan OTS-198-23):

(r) Un-named marginal strip (Waitaniwha) (as shown on deed plan OTS-198-28):

(s) Whangawehi Stream and its tributaries (as shown on deed plan OTS-198-24); and

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

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

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

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

5.4.4 enable the governance entity, and any member of the iwi and hapū of Te Rohe o Te Wairoa, to cite the statutory acknowledgement as evidence of the association of the iwi and hapū of Te Rohe o Te Wairoa with an area.

5.5 The statements of association are in the documents schedule.

DEEDS OF RECOGNITION

5.6 The Crown must, by or on the settlement date, provide the governance entity with a copy of each of the following:

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

(a) Mangaone Caves Historic Reserve (as shown on deed plan OTS-198-11):

(b) Panekirikiri Conservation Area (as shown on deed plan OTS-198-16):

(c) Waiatai Scenic Reserve (as shown on deed plan OTS-198-20):

(d) Un-named marginal strip (Waitaniwha) (as shown on deed plan OTS-198-28):

(e) Hangaroa River and its tributaries (as shown on deed plan OTS-198-08):

(f) Mangapoike River and its tributaries (as shown on deed plan OTS-198-12):

(g) Ruakituri River and its tributaries (as shown on deed plan OTS-198-18):

(h) Waiau River and its tributaries within the area of interest (as shown on deed plan OTS-198-21):

(i) Waikaretaheke River and its tributaries (as shown on OTS-198-22); and

5.6.2 a deed of recognition, signed by the Commissioner of Crown Lands, in relation to the following areas:

(a) Hangaroa River and its tributaries (as shown on deed plan OTS-198-08):

(b) Mangapoike River and its tributaries (as shown on deed plan OTS-198-12):

(c) Ruakituri River and its tributaries (as shown on deed plan OTS-198-18):

(d) Waiau River and its tributaries within the area of interest (as shown on deed plan OTS-198-21):

(e) Waikaretaheke River and its tributaries (as shown on OTS-198-22).

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

5.8 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, –

5.8.1 consult the governance entity; and

5.8.2 have regard to its views concerning the association of the iwi and hapū of Te Rohe o Te Wairoa with the area as described in a statement of association.

CHANGE TO CONSERVATION STATUS

5.9 The settlement legislation will, on the terms provided by section 71 of the draft settlement bill, provide for the classification of Mangaone Caves Scenic Reserve (being the land comprising an area of 1.3563 hectares, more or less, being Section 3 Block XVIII Nuhaka North Survey District and comprised in Gazette notice 349888.2) to be changed from a scenic reserve to a historic reserve.

CHANGE OF NAME OF SITES WITHIN CONSERVATION LAND

5.10 The settlement legislation will, on the terms provided in section 72 of the draft settlement bill, change the name of Mangaone Caves Scenic Reserve to Mangaone Caves Historic Reserve.

PROTOCOLS

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

5.11.1 the Crown minerals protocol:

5.11.2 the taonga tūturu protocol.

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

FORM AND EFFECT OF DEEDS OF RECOGNITION AND PROTOCOLS

5.13 Each deed of recognition and each protocol will be –

5.13.1 in the form in the documents schedule; and

5.13.2 issued under, and subject to, the terms provided by sections 22 to 26 and 36 to 39 of the draft settlement bill.

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

RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

5.15 By or on the settlement date, the governance entity and the Ministry for the Environment will enter into a relationship agreement in the form set out in part 5 of the documents schedule.

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

5.17 A failure to comply with the relationship agreement referred to in clause 5.15 is not a breach of this deed.

PARTNERSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

5.18 The Minister of Conservation, the Director-General of Conservation, and the governance entity must, by or on the settlement date, sign and enter into a partnership agreement, relating to the area of interest in the form set out in part 6 of the documents schedule.

5.19 A failure to comply with the partnership agreement referred to in clause 5.18 is not a breach of this deed.

LETTER OF COMMITMENT

5.20 On or before the settlement date, the following parties must sign a letter of commitment in the form set out in part 7 of the documents schedule:

5.20.1 the trustees of Tātāu Tātāu o Te Wairoa Trust:

5.20.2 the Department of Internal Affairs:

5.20.3 Museum of New Zealand Te Papa Tongarewa.

5.21 The purpose of the letter of commitment is to facilitate the care, management, access, use, development and revitalisation of iwi taonga.

LETTER OF RECOGNITION

5.22 The Director-General for Primary Industries must, by or on the settlement date, write a letter to the governance entity in the form set out in part 8 of the documents schedule outlining how the iwi and hapū of Te Rohe o Te Wairoa will be consulted on policy development led, and work undertaken by, the Ministry for Primary Industries, as these directly affect the area of interest.

LETTERS OF INTRODUCTION

5.23 The Director of the Office of Treaty Settlements will, on or before the settlement date, write a letter to each of the following councils to introduce, and raise the profile of, the governance entity and encourage each council to enhance its relationship with the governance entity:

5.23.1 Hawke's Bay Regional Council; and

5.23.2 Wairoa District Council.

TE ROHE O TE WAIROA JOINT RESERVES BOARD-MATANGIRAU

Settlement legislation

5.24 The settlement legislation will, on the terms provided by sections 62 to 68 of the draft settlement bill, provide for the matters set out in clauses 5.25 to 5.49.

5.25 In clauses 5.26 to 5.49 –

5.25.1 **appointer** means each of the governance entity and the Council; and

5.25.2 **board's terms** means, for any appointment made to the joint board, the period from the commencement of that board's term until the close of the day

immediately preceding the third anniversary of that commencement and, for that purpose, -

(a) the first joint board's term commences on the settlement date; and

(b) each subsequent joint board's term commences on the expiry of the previous board's term; and

5.25.3 **Council** means the Wairoa District Council; and

5.25.4 **joint board** means the joint board described in clause 5.27; and

5.25.5 **Te Rohe o Te Wairoa reserves** means the following reserves, each of which is described in schedule 3 of the draft settlement bill:

(a) Ngamotu Lagoon Wildlife Management Reserve:

(b) Whakamahi Lagoon Government Purpose (Wildlife Management) Reserve:

(c) Rangi-houa / Pilot Hill Historic Reserve:

(d) Local Purpose (Esplanade) Reserve A:

(e) Local Purpose (Esplanade) Reserve B.

Joint board

5.26 The parties have agreed that:

5.26.1 Te Rohe o Te Wairoa reserves will be controlled and managed by a joint board comprising equal numbers of members appointed by the governance entity and by the Council; and

5.26.2 the joint board will control and manage Te Rohe o Te Wairoa reserves and be the administering body for these reserves.

5.27 A joint board to be called Te Rohe o Te Wairoa Joint Reserves Board-Matangirau is established to control and manage Te Rohe o Te Wairoa reserves.

5.28 The joint board is appointed to control and manage Te Rohe o Te Wairoa reserves as if that appointment was made under section 30 of the Reserves Act 1977, but that section has no other application to the joint board.

5.29 The joint board is comprised of up to:

5.29.1 3 members appointed by the governance entity; and

5.29.2 3 three members appointed by the Council.

5.30 A member of the joint board may be appointed, reappointed or removed at the discretion of the appointer by written notice to the other appointer and the notice must:

5.30.1 in the case of an appointment, include the member's full name, address, and other contact details and the date on which the appointment takes effect; and

5.30.2 in the case of a removal, include the date on which the removal takes effect and the notice must also be provided to the member being removed.

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

5.32 The appointers must make the first appointments by no later than the settlement date.

5.33 An act or decision of the joint board is not invalid solely because fewer than 6 members have been appointed at the time of the act or decision.

5.34 The quorum for a meeting of the joint board will be at least 4 members of which:

5.34.1 at least 2 must be appointed by the governance entity; and

5.34.2 at least 2 must be appointed by the Council; and

5.34.3 1 must be the Chair or the Deputy Chair.

5.35 A member of the joint board holds office for the duration of the board's term (unless the member is removed or replaced by the relevant appointer before the expiry of the board's term) provided that if no successor member has been appointed at the end of the appointment, the member will be treated as having been reappointed for the next board's term. A member appointed by the Council will not cease to hold office on his or her ceasing to hold office as an elected member of the Council.

5.36 The term of office of the Chair and Deputy Chair will end on the expiry of the board's term (or earlier if the person ceases to be a member of the joint board or is replaced by the relevant appointer during the board's term).

5.37 The initial Chair will be appointed by the Council by giving written notice of the appointment to the governance entity and the relevant member and the Council will continue to be responsible for appointing subsequent Chairs for the duration of that board's term.

5.38 The initial Deputy Chair will be appointed by the governance entity by giving written notice of the appointment to the Council and the relevant member and the governance entity will continue to be responsible for appointing subsequent Deputy Chairs for the duration of that board's term.

5.39 At the close of the initial board's term, the right of appointment held by each appointer under clauses 5.37 and 5.38 will shift to the other party for the duration of each subsequent board's term.

5.40 The first meeting of the joint board must be held not later than 6 months after the settlement date.

5.41 The Chair of the joint board will have a deliberative vote but will not have a casting vote.

5.42 Sections 31 to 34 of the Reserves Act 1977 apply, with any necessary modifications, to the joint board as if it were a board for the purposes of that Act.

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

5.44 Subject to clauses 5.28 to 5.41, the settlement legislation, and compliance with the Reserves Act 1977, the joint board may regulate its own procedures.

5.45 The joint board may apply, under the Reserves Act 1977, to the Minister of Conservation to be appointed as the administering body of a reserve that does not form part of Te Rohe o Te Wairoa reserves. If the Minister approves the application and the board is appointed the administering body under that Act, clauses5.28 to 5.41 apply to modify sections 31 to 34 of the Reserves Act 1977 in respect of that appointment.

Administration

5.46 The joint board may exercise or perform, in relation to Te Rohe o Te Wairoa reserves, a power or function that has been delegated to the Council under section 10 of the Reserves Act 1977 and that is relevant to the reserves (or that would be if they were controlled and managed under section 28 of the Reserves Act 1977).

Management plan

5.47 Despite section 41(1) of the Reserves Act 1977, in relation to the reserves referred to in paragraphs (c) to (e) of the definition of Te Rohe o Te Wairoa reserves in clause 5.25.5, –

5.47.1 the management plan currently in force under the Reserves Act 1977 for the Te Rohe o Te Wairoa reserves continues to apply to those reserves; and

5.47.2 when the Council is reviewing that plan, to the extent it applies to the Te Rohe o Te Wairoa reserves, the joint board must prepare and approve a separate management plan under the Reserves Act 1977 for those reserves.

Financial Provisions

5.48 Part 4 of the Reserves Act 1977, relating to financial provisions, applies to the joint board as if it were a local authority.

5.49 The Council must, to the extent that it is reasonably practicable to distinguish the revenue from the Te Rohe o Te Wairoa Reserves from any other revenue received by the Council, hold, account for and use such revenue under the direction of the joint board.

TRIPARTITE RELATIONSHIP AGREEMENT

5.50 The parties intend that, on or before the settlement date, the governance entity, the Hawke's Bay Regional Council and the Wairoa District Council will enter into a tripartite relationship agreement in the form set out in part 9 of the documents schedule.

5.51 The purpose of the tripartite relationship agreement is to establish a framework for a positive and enduring relationship between the parties. The tripartite relationship agreement sets out how the Hawke's Bay Regional Council and Wairoa District Council will interact with the governance entity with regard to the matters specified in it.

HAWKE'S BAY REGIONAL PLANNING COMMITTEE

5.52 The parties acknowledge that under the Hawke's Bay Regional Planning Committee Act 2015 the governance entity may appoint a member to the Hawke's Bay Regional Planning Committee.

TE UREWERA PARTNERSHIP AGREEMENT

5.53 In clauses 5.54 to 5.57 –

5.53.1 **Te Urewera Board** means the Board established by section 16 of the Te Urewera Act 2014; and

5.53.2 **Te Urewera** has the meaning given to it in section 7 of the Te Urewera Act 2014.

5.54 The Crown acknowledges that the iwi and hapū of Te Rohe o Te Wairoa claim interests in Te Urewera.

5.55 The settlement legislation will, on the terms provided by sections 75 to 77 of the draft settlement bill, provide for the governance entity and the Te Urewera Board to enter into a partnership agreement by no later than 24 months after the settlement date for the purpose of providing for:

5.55.1 the association of the iwi and hapū of Te Rohe o Te Wairoa and their culture and traditions with Te Urewera within the area of interest; and

5.55.2 a relationship between the iwi and hapū of Te Rohe o Te Wairoa and the Te Urewera Board that supports the maintenance and enhancement of the association of the iwi and hapū of Te Rohe o Te Wairoa and their culture and traditions with Te Urewera within the area of interest.

5.56 The partnership agreement referred to in clause 5.55:

5.56.1 must contain a statement of the particular cultural, historical, spiritual, and traditional association of the iwi and hapū of Te Rohe o Te Wairoa within specified areas of Te Urewera;

5.56.2 must contain an obligation for the Te Urewera Board, after the statement referred to in clause 5.56.1 has been provided, to consider and provide appropriately for the relationship of the iwi and hapū of Te Rohe o Te Wairoa and their culture and traditions within specified areas of Te Urewera when making decisions, including on matters set out in section 20(1)(a) to (h) of the Te Urewera Act 2014; and

5.56.3 must contain a process to resolve any disputes by the parties under the partnership agreement; and

5.56.4 may contain provisions on how the parties will conduct their relationship or other matters agreed by the parties.

SOCIAL AND ECONOMIC REVITALISATION STRATEGY

5.57 The parties record that, in a separate process from reaching agreement on redress under this deed to settle the historical claims, they have developed a framework set out in part 10 of the documents schedule, that sets out the way in which the iwi and hapū of Te Rohe o Te Wairoa and Crown agencies will work together to improve the low social and economic circumstances of people in the Wairoa region.

5.58 The implementation of the social economic revitalisation strategy is separate from the implementation of this deed and subject to the extent of agency resourcing and the other matters set out in the strategy.

5.59 The following Crown agencies are involved in the development and implementation of the strategy:

5.59.1 the Ministry for Primary Industries:

5.59.2 the Ministry of Business, Innovation and Employment:

5.59.3 the Ministry of Education:

5.59.4 the Ministry of Social Development:

5.59.5 Te Puni Kōkiri.

CULTURAL REDRESS GENERALLY NON-EXCLUSIVE

5.60 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.

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

6 FINANCIAL AND COMMERCIAL REDRESS

FINANCIAL REDRESS

6.1 The Crown must pay the governance entity on the settlement date $88,964,250, being the financial and commercial redress amount of $100,000,000 less –

6.1.1 the on-account payment of $5,000,000 referred to in clause 6.2;

6.1.2 $2,465,750 being the transfer value of the governance entity's interest in the licensed land, being Patunamu Forest; and

6.1.3 $3,570,000, being the transfer value of the Crown interest in Wharerata Forest Limited.

ON-ACCOUNT PAYMENT

6.2 Within ten (10) business days of the date of this deed, the Crown will pay $5,000,000 to the governance entity on account of the financial and commercial redress amount.

ESTABLISHMENT OF LICENSED LAND ENTITY

6.3 The parties agree that they will –

6.3.1 jointly incorporate the licensed land entity in accordance with the constitution and shareholders' agreement and trust deed set out in parts 12 and 13 of the documents schedule by the settlement date; and

6.3.2 ensure that the licensed land entity complies with any obligations imposed on the licensed land entity under this deed as if it were a party to this deed.

LICENSED LAND

6.4 The parties agree that the Crown, the governance entity and the licensed land entity will enter into the shareholders' agreement and trust deed by the settlement date which will establish the terms upon which the licensed land entity will receive and hold the licensed land.

6.5 The licensed land is to be –

6.5.1 transferred by the Crown to the licensed land entity on the settlement date –

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

(b) on the terms of transfer in part 5 of the property redress schedule as if all references to the governance entity were references to the licensed land entity; and

6.5.2 as described in part 2 of the property redress schedule.

6.6 The transfer of the licensed land will be –

6.6.1 subject to, and, where applicable with the benefit of the encumbrances provided in part 2 of the property redress schedule; and

6.6.2 subject to the licensed land entity providing to the Crown before the registration of the transfer, right of way easements in gross on the terms and conditions set out as "Type A" in part 11 of the documents schedule (subject to variations in form necessary only to ensure its registration) to give effect to those descriptions of easements in the third column of part 2 of the property redress schedule that refer to this clause 6.6.2.

6.7 The parties to the easements referred to in clause 6.6.2 are bound by the easement terms from the settlement date.

6.8 The settlement legislation will, on the terms provided by sections 82 to 97 of the draft settlement bill, provide for the following in relation to the licensed land:

6.8.1 its transfer by the Crown to the licensed land entity and a subsequent transfer by the licensed land entity to give effect to a subdivision agreement between the governance entity and other Patunamu claimants under the shareholders' agreement and trust deed:

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

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

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

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

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

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

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

6.8.5 the licensed land entity to be the licensor under the Crown forestry licence, as if the licensed land had been returned to Māori ownership on the settlement

date under section 36 of the Crown Forest Assets Act 1989, but without section 36(1)(b) applying:

6.8.6 modify the jurisdiction of the Waitangi Tribunal to make recommendations in respect of the licensed land so that the jurisdiction applies only to the "Crown Beneficial Interest" under the shareholders' agreement and trust deed:

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

WHARERATA FOREST LIMITED

6.9 The following terms, used in clause 6.10 and 6.11, have the meaning given to them in section 10 or section 68 of the Ngai Tāmanuhuri Claims Settlement Act 2012:

6.9.1 Crown interest:

6.9.2 Other Wharerata claimants:

6.9.3 Wharerata Forest:

6.9.4 Wharerata Forest Limited:

6.9.5 Wharerata Forest Trust.

6.10 The parties record that the other Wharerata claimants and the Crown agree that all of the Crown interest, being a 50% interest in Wharerata Forest Limited and Wharerata Trust, be transferred to the governance entity.

6.11 On the settlement date –

6.11.1 the Crown must transfer the Crown interest to the governance entity; and

6.11.2 the Crown and the governance entity must do all things required under schedule 1 and schedule 2 of the deed establishing the Wharerata Forest Trust to give effect to the transfer.

DEFERRED SELECTION PROPERTIES

6.12 The governance entity may, during the deferred selection period for each deferred selection property, give the Crown a written notice of interest in accordance with part 4 of the property redress schedule.

SETTLEMENT LEGISLATION

6.13 The settlement legislation will, on the terms provided by sections 79 to 94 of the draft settlement bill, enable the transfer of the licensed land and the deferred selection properties.

RFR FROM THE CROWN

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

6.14.1 is vested in the Crown; or

6.14.2 the fee simple for which is held by the Crown or Housing New Zealand Corporation.

6.15 The right of first refusal is –

6.15.1 to be on the terms provided by sections 101 to 127 of the draft settlement bill; and

6.15.2 in particular, to apply –

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

(b) only if the RFR land is not being disposed of in the circumstances provided by sections 109 to 117 of the draft settlement bill.

7 SETTLEMENT LEGISLATION, CONDITIONS, AND TERMINATION

SETTLEMENT LEGISLATION

7.1 The Crown must propose the draft settlement bill for introduction to the House of Representatives.

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

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

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

7.3.2 be in a form that is satisfactory to the iwi and hapū of Te Rohe o Te Wairoa and the Crown.

7.4 The iwi and hapū of Te Rohe o Te Wairoa and the governance entity must support the passage of the draft settlement bill through Parliament.

SETTLEMENT CONDITIONAL

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

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

7.6.1 clauses 7.4 to 7.10:

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

EFFECT OF THIS DEED

7.7 This deed –

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

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

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

TERMINATION

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

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

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

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

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

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

7.10.3 this deed remains "without prejudice"; but

7.10.4 the parties intend that the on-account payment is taken into account in 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 the iwi and hapū of Te Rohe o Te Wairoa, 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 the iwi and hapū of Te Rohe o Te Wairoa or a representative entity, including the following claims:

(a) Wai 59 – Whangawehi and Mahia Peninsula Claim:

(b) Wai 101 – Pongaroa Station Claim:

(c) Wai 103 – Wairoa Land Claim:

(d) Wai 190 – Wairoa Confiscation Claim:

(e) Wai 192 – Hereheretau Station Claim:

(f) Wai 239 – Morere Springs (Pauline Tangiora) Claim:

(g) Wai 278 – Waikokopu Claim:

(h) Wai 300 – Morere Springs (Tiopira Hape Rauna) Claim:

(i) Wai 301 – Wharerata and Patunamu State Forests claim:

(j) Wai 404 – Wharerata State Forests claim:

(k) Wai 425 – Patunamu ki Tukurangi Forest Claim:

(l) Wai 427 – Waikokopu Lands Claim:

(m) Wai 481 – Ruakituri Valley Claim:

(n) Wai 506 – Tukurangi and Waiau Blocks (Patunamu State Forest) claim:

(o) Wai 519 – Mahanga 2Y and Waikokopu No. 3 Claim:

(p) Wai 653 – Opoutama Claim:

(q) Wai 716 – Gas and Oil Resources Claim:

(r) Wai 964 – Te Iwi o Rākaipaaka ki Te Wairoa Claim:

(s) Wai 984 – Ngā Tokorima-o-Hine Manuhiri Wairoa Block Claim:

(t) Wai 1048 – Tahuri Whānau Lands Claim:

(u) Wai 1251 – Ngāti Rangi Lands Claim:

(v) Wai 1256 – Ngāi Rākato Lands Claim:

(w) Wai 1257 – Blue Bay Lands Claim:

(x) Wai 1258 – Kurupakiaka Lands Claim:

(y) Wai 1330 – Ngā Uri o Rongomaiwahine Claim:

(z) Wai 1339 – Turiroa School Site Claim:

(aa) Wai 1367 – Opoutama School (Rarere Whānau) Claim:

(bb) Wai 1368 – Opoutama School (Rongomaiwahine) Claim:

(cc) Wai 1424 – Rongomaiwahine (Te Rito and others) Claim:

(dd) Wai 1571 – Te Whānau o Tureia Whaanga Lands Claim:

(ee) Wai 1572 – Ngāti Makoro Hapū Lands Claim:

(ff) Wai 1573 – Ngā Uri o Rongomaiwahine (Mato) Lands Claim:

(gg) Wai 1575 – Rongomaiwahine Traditional Practices and Customs Claim:

(hh) Wai 1576 – Ngāti Hikairo Taonga and Resources (Te Nahu) Claim:

(ii) Wai 1577 – Te Waihau Block Claim:

(jj) Wai 1578 – Rongomaiwahine Lands and Waterways (Ropiha) Claim:

(kk) Wai 1579 – Ngāi Te Apatu Lands (Thompson) Claim:

(ll) Wai 1642 – Ngāti Hingaanga ki Erepeti Marae Lands (Hamilton) Claim:

(mm) Wai 1643 – Ngāti Hikairo ki Taiwananga (Hamilton) Lands Claim:

(nn) Wai 1645 – Ngāti Peehi Lands Claim:

(oo) Wai 1685 – Rongomaiwahine Lands and Cultural Beliefs (Dodd) Claim:

(pp) Wai 1831 – Rongomaiwahine Lands (Te Rito) Claim:

(qq) Wai 2079 – Tohiriri Whānau Claim:

(rr) Wai 2146 – Ngāti Hingaanga ki Waipaoa Marae Lands (Nikora) Claim:

(ss) Wai 2161 – Ngāti Hikairo ki Nukutaurua mai Tāwhiti/Tairawhiti Lands (Ratapu) Claim:

(tt) Wai 2172 – Descendents of Makoare Wata (Hamilton) Claim:

(uu) Wai 2189 – Watson and Others Lands Claim:

(vv) Wai 2219 – Ratima Pakai Lands Claim:

(ww) Wai 2222 – Ngā Uri o Tamatakutai, Ruawharo, Rongomaiwahine and Kahungunu Lands Claim:

(xx) Wai 2234 – Wairoa Lands (Manuel) Claim:

(yy) Wai 2297 – Te Reinga School (Tamanui) Claim:

(zz) Wai 2327 – Wairoa Lands (Te Hau) 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 the iwi and hapū of Te Rohe o Te Wairoa or a representative entity, including the following claims:

(a) Wai 201 – Ngāti Kahungunu Lands and Fisheries Claim:

(b) Wai 542 – Te Kapuamātatoru Lands Claim:

(c) Wai 621 – Kahungunu ki Te Wairoa Claim:

(d) Wai 687 – Customary Fisheries and Lands Claim:

(e) Wai 852 – Kahungunu Petroleum Claim:

(f) Wai 983 – Rongomaiwahine Lands and Waterways Claim:

(g) Wai 1436 – East Cape to Wairoa-Heretaunga Oil, Gas, Gold and Other Minerals Claim:

(h) Wai 1574 – Kahungunu and Rongomaiwahine Hapū (Hillman) Lands Claim:

(i) Wai 1947 – Descendants of Paul Ropiha and Te Wai Ropiha Bell Lands Claim:

(j) Wai 2028 – Ngāti Kahungunu Vietnam Veterans (Murray) Claim:

(k) Wai 2213 – Coastal Hapū Collective Ocean Resources (Mauger and Hutcheson) Claim.

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

8.3.1 a claim that a member of the iwi and hapū of Te Rohe o Te Wairoa, or a whānau, hapū, 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, clause 8.2.1 is not limited by clauses 8.2.2 or 8.2.3.

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

IWI AND HAPŪ OF TE ROHE O TE WAIROA

8.6 In this deed, **iwi and hapū of Te Rohe o Te Wairoa** means –

8.6.1 the collective group composed of individuals who descend from an iwi and hapū of Te Rohe o Te Wairoa ancestor; and

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

(a) Rongomaiwahine Iwi/Ngāi Te Rākatō (including Ngāti Hikairo, Hinewhata, Ngāti Hinewhakāngi, Ngāti Meke, Ngāi Tama, Ngāi Tārewa, and Ngāi Tū, Ngai Takoto, Ngāti Ruawharo); and

(b) Ngāti Rākaipaaka (including Ngāti Rangi, Ngāi Te Rehu, Ngāi Tamakahu, Ngāi Tureia and Ngāi Te Kauaha/Ngāti Kauaha); and

(c) Ngāti Hinemanuhiri also known as Ngā Tokorima a Hinemanuhiri (including Ngāi Tamaterangi, Ngāti Mākoro, Ngāti Hingāngā (also known as Te Aitanga a Pourangahua), Ngāi Pupuni, Ngāti Pareroa, Ngāti Poa, Ngāi Tamatea and Ngāti Hinetu); and

(d) Whakakī Nui-a-Rua (including Ngāti Hine Te Pairu, Ngāti Hinepua, Ngāi Te Ipu, Ngāi Tahu Matawhāiti (Ngāi Matawhāiti, Ngāti Tahu), Ngāti Tarita, Ngāti Iwikātea and Ngā hapū o Ngāmotu (Ngāti Kāhu, Te Uri o Te O, Ngā Huka o Tai, Te Aitanga a Puata, Ngāti Mātua and Ngāti Koropi); and

(e) Ngāti Hinehika (also known as Ngāti Kōhatu); and

(f) Wairoa Tapokorau (including Ngāti Kurupakiaka, Ngāti Tiakiwai, Ngāti Momokore, Ngāti Waiaha, Ngāti Peehi, Ngāi Tānemitirangi, Ngāi Tauira, Ngāti Hinemihi, Ngāti Hikatu, Ngāti Puku, Ngāti Mihi, Ngāti Hinepehinga, Ngāi Te Kapuamātotoru, Ngāi Te ApatuNgāti Moewhare, Ngāi Te Rangituanui, Ngāi Taitaui, Ngāti Mātangirau, and Iwi Katere); 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;

(b) legal adoption; or

(c) Māori customary adoption in accordance with the settling group's tikanga (customary values and practices); and

8.7.2 an iwi and hapū of Te Rohe o Te Wairoa ancestor means an individual who:

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

(i) Rongomaiwahine through her marriage to Kahungunu; or

(ii) Rongomaiwahine through her marriage to Tamatakutai; or

(iii) a recognised ancestor of a whānau, hapū or group identified in clause 8.6.2;

(b) exercised the customary rights in clause 8.7.2(a) predominantly in relation to the Iwi and Hapū of Te Rohe o Te Wairoa Area of Interest after 6 February 1840;

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

(a) rights to occupy land; and

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

MANDATED NEGOTIATORS AND SIGNATORIES

8.8 In this deed, **mandated signatories** and **mandated negotiators** means the following individuals:

8.8.1 Tāmati Olsen, Chair:

8.8.2 Carwyn Jones, Te Wairoa Tapokorau 2 Negotiator:

8.8.3 Rangi Manuel, Te Wairoa Tapokorau 1 Negotiator:

8.8.4 Lillian Tahuri, Hinemanuhiri/Tamaterangi Negotiator:

8.8.5 Johnina Symes, Ngāti Rakaipaaka Negotiator:

8.8.6 Walter Wilson, Whakakī-nui-ā-Rua Negotiator:

8.8.7 Pauline Tangiora, Rongomaiwahine/Ngāi te Rakatō Negotiator:

8.8.8 Richard Nia Nia, Wairoa Waikaremoana Māori Trust Board Negotiator.

ADDITIONAL DEFINITIONS

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

INTERPRETATION

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

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

SIGNED for and on behalf of the
IWI AND HAPŪ OF TE ROHE O TE WAIROA
by the mandated signatories in the
presence of –

_____
[***name***]

_____
[***name*****]**

WITNESS

_____

Name:

Occupation:

Address:

SIGNED by the **TRUSTEES OF THE
TĀTAU TĀTAU O TE WAIROA TRUST**
in the presence of –

_____
[***name***]

_____
[***name***]

WITNESS

_____

Name:

Occupation:

Address:

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

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

_____
Hon Christopher Finlayson

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

_____
Hon Simon William English

WITNESS

_____

Name:

Occupation:

Address: