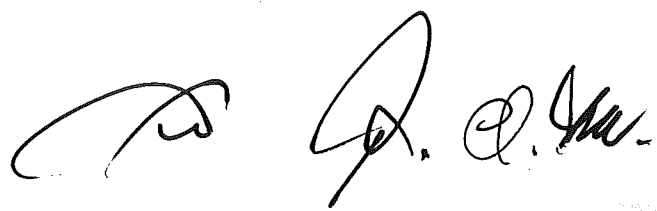


**NGĀTI PAOA
and
THE TRUSTEES OF THE NGĀTI PAOA IWI TRUST
and
THE CROWN**

**DEED OF SETTLEMENT OF
HISTORICAL CLAIMS**

[DATE]

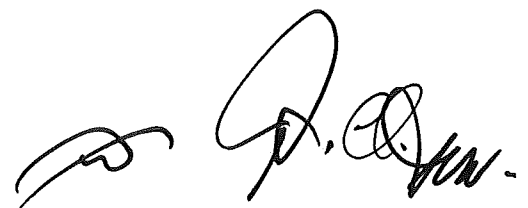
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DEED OF SETTLEMENT

PURPOSE OF THIS DEED

This deed –

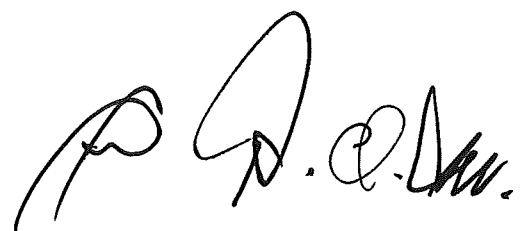
- sets out an account of the acts and omissions of the Crown before 21 September 1992 that affected Ngāti Paoa and breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles; and
- provides an acknowledgment by the Crown of the Treaty breaches and an apology; and
- settles the historical claims of Ngāti Paoa; 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 Ngāti Paoa to receive the redress; and
- includes definitions of –
 - the historical claims; and
 - Ngāti Paoa; and
- provides for other relevant matters; and
- is conditional upon settlement legislation coming into force.

A handwritten signature in black ink, appearing to be a stylized representation of a name, possibly 'P. Paoa' or similar, with a flourish at the end.

DEED OF SETTLEMENT

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DEED OF SETTLEMENT

SCHEDULES

GENERAL MATTERS

- 1. Implementation of settlement**
- 2. Interest**
- 3. Tax**
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- 1. Ngāti Paoa values, protection principles and Director-General's actions**
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- 5. Leases for cultural redress properties**
- 6. Letter of facilitation**
- 7. Letter of introduction**

ATTACHMENTS

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

A handwritten signature, possibly 'P', followed by the initials 'SC'.

DEED OF SETTLEMENT

DEED OF SETTLEMENT

THIS DEED is made between

NGĀTI PAOA

and

THE TRUSTEES OF THE NGĀTI PAOA IWI TRUST

and

THE CROWN

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DEED OF SETTLEMENT

1 BACKGROUND / TE WAKA TAUA O NGĀTI PAOA: PĪTAU WHAKAREI

BACKGROUND

TE WAKA TAUA O NGĀTI PAOA: PĪTAU WHAKAREI

Tuia ki te rangi, Tuia ki te papa
Tuia te ira atua, te ira tangata
Ka rongo te po, Ka rongo te ao
Paoa ki uta, Paoa ki tai
Kia pono, kia tika, kia aroha
Kia tau iho mai ngā manaakitanga ki runga i a tātou
Haumie, hui e, taiki e!

Bind the sky, bind the earth
Bind the heavenly essence, bind the human essence
The night senses, the light senses,
Paoa of the land, Paoa of the sea
Be true, show integrity and compassion,
Let blessings descend upon us
Bound, together, as one.

- 1.1 The ancestral waka taua (war canoe) of Ngāti Paoa, *Kotūiti*, provides the conceptual framework for this Deed of Settlement. At the front of the waka the pītau whakareia (the adorned figurehead) symbolises the face of the Paoa descendants at the bow of the canoe. Paoa descendants look simultaneously to the past and to the future. Within the takere o te waka (the hull of the canoe) sits the Ngāti Paoa nation paddling the ebbs and flows of the ocean guided by their rangatira and tohunga waka. Trailing behind the stern of waka taua are puhariki (plume feathers). As the paddlers of *Kotūiti* arrive at Karaka Bay, at the mouth of the Tāmaki River, they meet Crown officials waiting on the bank. The rangatira of the Crown and Ngāti Paoa congregate on the shores of this ancestral river to address historical grievances and to move forward from a past of colonial trauma to a future of healing and collective wellbeing.

“Ngāti Paoa ki uta, Ngāti Paoa ki tai, Ngāti Paoa ki tua o te pae o Matariki”




DEED OF SETTLEMENT

1: BACKGROUND / TE WAKA TAUA O NGĀTI PAOA: PĪTAU WHAKAREI

- 1.2 The following map shows the area of interest:

[The area of interest map will be inserted prior to the signing of this deed of settlement and following completion of overlapping claims]

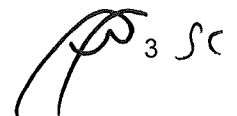
- 1.3 This whakataukāki has two meanings in this context. First, this whakataukāki signifies the long-standing existence of the Ngāti Paoa collective as a prosperous maritime and coastal nation. Through history, Ngāti Paoa maintained their prowess on the water in Tāmaki and Hauraki. Historically Ngāti Paoa have exercised their mana throughout the western shores of Tikapa Moana. Ngāti Paoa ancestors expanded their rangatiratanga to the north and west, establishing a rohe which extended out from the North Shore to the islands of the Waitematā, and through Tāmaki. From the western inland areas of Tikapa Moana, Ngāti Paoa ancestors reached deep into the plains of Hauraki and the surrounding hills. Today, the waka taua *Kotūiti II* pays tribute to the ancient maritime history of Ngāti Paoa ancestors. The final part of the whakataukāki - *Ngāti Paoa ki tua o te pae o Matariki* - refers to the ongoing aspirations of Ngāti Paoa to reaffirm the prosperity and holistic wellbeing of their people. These aspirations are expressed in this whakataukāki through the analogy of Ngāti Paoa *transcending the horizons of Matariki*. This Deed of Settlement will enable Ngāti Paoa to work alongside the Crown in partnership to transcend a period of colonial trauma and to pursue a future in which the descendants of Paoa can begin to heal and collectively thrive. The whatu ariki (the eyes at the fore of *Kotūiti*) are a symbol of the bonds between te ira atua and te ira tangata, which binds us all as humans to a divine realm and being. This concept consciously and continually reminds the descendants of Paoa to act in the present with the past in mind, and to move towards the future.
- 1.4 The following background section describes the traditional history of Ngāti Paoa.
- 1.5 The ancestor Paoa was the youngest child of Hekemaru from Te Arawa and Heke-i-te-Rangi of Tainui. Ngāti Paoa tradition states that the union of Hekemaru and Heke-i-te-Rangi brought all of the ancestral canoes together. As an adult, Paoa lived at Kaitōtehe with his wife, Tauhākari and his children Toapoto, Toawhano and Koura. An incident occurred where Paoa was embarrassed that he could not entertain his elder brother Mahuta as befitting a chief of noble rank when the elder brother arrived at the village unannounced. Consequently, Paoa decided to leave his family and travel to Hauraki.
- 1.6 He followed the Mangawara River to its headwaters and then crossed over to the Piako River. Following the Piako River south he arrived at the pā site Mirimirau. Here he was accepted as a man of noble rank among the local people. Paoa's fame was heard throughout Hauraki and in particular by Tukutuku, the daughter of Taharua, and granddaughter of Tamaterā and Ruawehea. At the welcome request of Tukutuku, Paoa resolved to travel to her village; he and his entourage headed northward along the Piako river through to the southern shore of Tikapa Moana, thence turning eastward toward the Waihou River where he finally met Tukutuku at Ruawehea; the place of Tukutuku's ancestors. It was during this journey that the proverbs of Ngāti Paoa were first coined; "Paoa pukunui" and "Paoa taringa rahirahi"- proverbs that both celebrated and exalted the virtues of Paoa. At Ngahinapouri, and following a prolonged courtship, Paoa married Tukutuku, the great grand-daughter of Marutūāhu.

 2 SC

DEED OF SETTLEMENT

1: BACKGROUND / TE WAKA TAUA O NGĀTI PAOA: PĪTAU WHAKAREI

- 1.7 The children of Paoa and Tukutuku, of whom Tipa and Horowhenua were prominent rangatira, primarily lived in and around the Hauraki Plains, near their relations of Ngāti Tamaterā. Following a battle between the brothers Tipa and Horowhenua, with their half-brothers, Toapoto and Toawhano at Tikitikimaurea, they, and their siblings took the name of their father, calling themselves Ngāti Paoa to honour him.
- 1.8 The children of Paoa and Tukutuku married with descendants of Te Uri o Pou; in particular with the noted children of Kaiwhakapae and Taurua, thus forming an alliance with these ancestors. It was these ancestors of Ngāti Paoa who combined with iwi of Marutūāhu and engaged in battle with iwi of the Tāmaki isthmus in response to the deaths of their relatives who were noted rangatira of Ngāti Maru, as well as the death of the Hauraki guardian of Tīkapa Moana, Ureia, attributed to the same Tāmaki iwi.
- 1.9 Ngāti Paoa would expand and develop strong customary interests on the western shores of the Firth of Thames where they lived close to other related tribes. This occurred directly after battles with resident iwi led by Kaiwhakapae and Taurua's children; Korohura, Putohe, Kapu, and Te Whiringa, along with Paoa's grandsons, Taukiri and Manawa. Ngāti Paoa established themselves on the western shores of Tīkapa, and Kohukohunui and Rātāroa became their sacred mountains. They frequented the dense forested areas of the Hunua Ranges for spiritual and physical nourishment. Tīkapa Moana provided them with fish and shellfish, and also provided them with a means of rapid and efficient transport. Their prowess on the water became a hallmark of the iwi. Ngāti Paoa expanded north and west until, by the 1700s, they established a corridor from the North Shore, extending out to the islands of the Waitematā, through Tāmaki, and along the western inland areas of Tīkapa Moana, reaching deep in to the Hauraki Plains and the elevated periphery.
- 1.10 Ngāti Paoa's expansion was attributed to a number of events and rangatira, beginning with Horowhenua and Tipa who retrieved their father from Waikato. The next event involved Te Uri o Pou, other iwi from southern Tāmaki and Paoa's sons and grandsons; Taukiri and Manawa played particularly important roles in the warfare around the western shores of Tīkapa and inland over the ranges of Hunua. Pukeko also contributed to the expansion of Ngāti Paoa, in particular the hapū of Ngāti Hura, to the eastern and northern reaches of the Coromandel, as it was he who acted in retaliation for the murder of Tipa and waged war on a long-standing resident Hauraki iwi of those areas. Likewise Tokohia and Ngaromania, who were the sons of Te Whiringa and Te Kaweinga, were prominent in Tāmaki. Tokohia and Ramaaro's (of Ngāti Paoa) son, Te Mahia (Totokarewa) was another chief that contributed to the gradual expansion of Ngāti Paoa within Tāmaki. Finally and most notably, the grandsons of Pukeko and Te Motu, and sons of Te Mahia and Māhora were to play a significant role in the expansion of Ngāti Paoa. Their names were Te Haupa, Te Waero and Pōkai. These brothers were to engage in warfare that would result in expansion into a vast tract of land extending from Mahurangi in the north, through to Te Hoe o Tainui in the south, venturing also as far east and south as Tauranga with the Marutūāhu confederation of tribes.
- 1.11 Descendants of both of Paoa's marriages with Tauhakari and Tukutuku intermarried and still maintain strong interests within the Central East Waikato region.
- 1.12 Around 1780, Ngāti Paoa led the Marutūāhu Confederation's advance toward Tāmaki and the Waitematā and established a firm foothold along the western side of the Tāmaki River and at (Mokoia) Panmure. Prominent Ngāti Paoa chiefs of these

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DEED OF SETTLEMENT

1: BACKGROUND / TE WAKA TAUUA O NGĀTI PAOA: PĪTAU WHAKAREI

settlements at that time were Te Putu, Ngaro ki te Uru, Rongomaurikura, and Nohowaka.

- 1.13 By 1785, Te Haupa had made Te Tāpapakanga a Puku his headquarters, and subsequently further exerted his mana over the Wharekawa district following a great battle with another iwi. He and his iwi were able to consolidate their northward expansion from this base. In 1790, Te Haupa initiated war with a neighbouring iwi following a fishing expedition in the Mahurangi district, which eventually led to Ngāti Paoa using lands and fishing grounds north of Tāmaki from Takapuna to Te Arai. In 1793, Ngāti Paoa, aboard their great waka Te Kōtuiti, and Ngāti Maru, aboard Te Tai o te Puruhi combined to successfully wage war on a northern tribe in retaliation for the deaths of the leading Marutūāhu rangatira Te Mahia, Hauāuru and Pōkere. From 1794 to 1798, Ngāti Paoa was engaged in many battles.
- 1.14 By 1805 however, Ngāti Paoa, wearying of war, negotiated peace settlements with many neighbouring iwi, and marriages involving significant ancestors were used to secure peace. During this time, hapū of Ngāti Paoa continued to exercise their customary interests in the islands of the Hauraki Gulf as well as in Tāmaki where large settlements were observed along the Tāmaki Estuary through to Otahuhu. Ngāti Paoa had an enviable economy to sustain them.
- 1.15 When Captain Cook in 1769, and later in the 1790s several whalers, sealers and traders, visited the area they bequeathed a vivid picture of Ngāti Paoa at that time. Cook's description of the Firth of Thames attracted a great number of ships to the area. From 1790 to 1795, sealing and whaling ships did most of their repairs at Waiheke Island, the island domain of Ngāti Paoa.
- 1.16 During the following six years, a number of ships looking for timber came to the Hauraki Gulf. To provide for the ships, the Māori people of the Firth of Thames grew potatoes and, by the beginning of the 1800s, were growing very large quantities. As traders flocked to these shores, they required food and water. Ngāti Paoa recognised this and were an industrious people, who provided not only for their own people, but also for the influx of travellers, whalers and sealers.
- 1.17 In 1801, when the ship Royal Admiral visited the Waihou River, Ngāti Paoa hapū were living at Hikutaia. The visitors rowed up the Hikutaia stream to Kakaramaea where Te Haupa lived. They commented on the quality of the dwellings there and noted about 300 residents. It was the second largest kāinga in the region they had visited.
- 1.18 At Waiheke, kauri spars began to emerge as a highly prized commodity by the Europeans. Ngāti Paoa engaged in the removal of these spars from the interior of the island, as well as supplying water to visiting merchant ships and the British Navy; Man o War Bay was given its name for this very reason. Seafarers also coined the phrase "The Watering Place" as a name for the area.
- 1.19 Later, the missionary Samuel Marsden arrived in the brig Active in November 1814, at Tāpapakanga where Te Haupa resided. Marsden commented that when he arrived, he met some of the finest and best dressed men and women he had yet seen in New Zealand. Te Haupa and Marsden exchanged gifts. Marsden sojourned at Whakatiwai where the Ngāti Paoa headquarters were. They were welcomed with great joy and

DEED OF SETTLEMENT

1: BACKGROUND / TE WAKA TAUA O NGĀTI PAOA: PĪTAU WHAKAREI

provided with many hogs and potatoes. There they observed many women and children, very fat hogs and fine plantations of potatoes.

- 1.20 Marsden, with another missionary, Butler, arrived on a second voyage to New Zealand in 1820. They visited Te Hiinaki, son of Rongomaurikura, at Mokoia on the Tāmaki River. Te Hinaki was a prominent Ngāti Paoa rangatira who had assumed the mantle of leadership along with his contemporary and first cousin Te Tata. The Ngāti Paoa hapū Ngāti Hura and Te Matekiwaho dwelled at Mokoia under their leadership. Ngāti Paoa tradition states that the missionaries were enthusiastically received. Mokoia was the most significant settlement in the region with Butler estimating four thousand inhabitants, while Te Hinaki stated there were seven thousand. Marsden was most impressed with Mokoia: "Their houses are superior to most I've met with. Their stores were full of potatoes containing some thousands of baskets and they had some very fine hogs". Butler, who climbed what was probably Maungarei (Mt Wellington), saw twenty villages in the valley below and "with a single glance beheld the greatest portion of cultivated land I had ever met within one place in New Zealand".
- 1.21 Shortly after Marsden's departure, an explorer arrived at Mokoia on the Prince Regent. He described the village and the extent of the surrounding settlement and cultivations. The explorer reported that: "It was generally observed that for the harmony of their voices, the gracefulness of their movements as well as in personal appearance they had far the advantage of any other tribe we had met with ... in appearance these people were far superior to any of the New Zealanders we had hitherto seen they were fairer, taller and more athletic, their canoes were larger and more richly carved and ornamented and their houses, larger and more ornamented with carving than we had generally observed."
- 1.22 Ngāti Paoa was well positioned to take advantage of the new trading opportunities offered by engagement with the European world due to their proximity to the harbour and the natural resources they controlled. But the iwi was about to be engulfed once more in war with a new type of deadly weapon. The old balance of power was about to shift dramatically with the arrival of the musket. In the bloodshed that followed, Ngāti Paoa was routed and dreadful massacres took place. The Ngāti Paoa defenders were no match for the musket and soon fled south to seek refuge with kin tribes. Ngāti Paoa occupied the main trading and raiding route of that time and after the invaders withdrew, peace settlements were negotiated, and the rohe was safe once again to occupy, Ngāti Paoa returned to their lands.
- 1.23 Captain D'Urville on his second visit to New Zealand in 1827, on 26 February, engaged with the Ngāti Paoa chiefs Tawhiti and Te Rangui at the entrance to the Tāmaki River. They noted, as Te Rangui and Tawhiti led them along the canoe portage to Otahuhu, toward the Manukau, that on the Eastern side of the Tāmaki they "saw the village of Ourouroa and a number of canoes with a great many inhabitants". And that on their return, they witnessed that "crowds of natives were looking for shellfish in the mud and the rocks at the entrance were covered with men fishing". The French evidence portrays an active reoccupation of the Tāmaki Estuary by Ngāti Paoa. D'Urville also records a great village in the Kaiaua area with many inhabitants and a great quantity of drying fish.
- 1.24 In the 1830s Ngāti Paoa negotiated an agreement with the missionaries residing among them, who offered a new life, and who promised them a treaty with the white

DEED OF SETTLEMENT

1: BACKGROUND / TE WAKA TAUA O NGĀTI PAOA: PĪTAU WHAKAREI

chiefs that would bring “peace and good order” and “the necessary laws and institutions”. Trade, once again, became the focus of the iwi. A trading station was established at Pūkorokoro, in 1832 dealing in flax and spars. The missionaries described the people as numerous, industrious and willing to receive instruction. Ngāti Paoa resumed large scale production of food to supply the emerging European settlement at Auckland and supplied maize, onions, kūmara, cabbage, wheat, peaches, wood and flax and tended herds of pigs, goats, fowls and geese.

Ngāti Paoa regional boundaries are traditionally recorded as ‘Mai Matakana ki Matakana’ – that is to say, Matakana at Tauranga Moana to Matakana at Mahurangi. This reflects the influence of Paoa’s descendants throughout the vast region and over many different generations. It is important to note that Ngāti Paoa and affiliate hapū traditionally exercised customary rights within their domain.

- 1.25 More specifically for Ngāti Paoa, the following tribal traditional ‘pepeha’ illustrates the boundary settlements as:

‘Ko te pou ki mua ko Te Hoe o Tainui, Ko te pou ki tua ko Kawau, ko te pou ki waho ko Waiheke, ko te pou ki uta ko Mokoia, ko Whakatiwai te poutokomanawa, ko Paoa te poutangata’.

‘The foremost pillar is Te Hoe o Tainui, the distant pillar is Kawau, the outer pillar is Waiheke, the inner pillar is Mokoia, Whakatiwai is the pillar of heart, Paoa is the pillar for his descendants’.

PURSUIT OF REDRESS



Ngāti Paoa kaumatua on the paepae at Wharekawa marae

DEED OF SETTLEMENT

1: BACKGROUND / TE WAKA TAUA O NGĀTI PAOA: PĪTAU WHAKAREI

- 1.26 For Ngāti Paoa, the pursuit of redress for its longstanding claims against the Crown has been expressed through petitions and protests and claims to the Waitangi Tribunal.
- 1.27 The first Ngāti Paoa claim in the Waitangi Tribunal, Wai 10, was brought by the Huakina Development Trust, Hariata Gordon and other kaumātua on behalf of Ngāti Paoa, in 1984. Hariata Gordon lodged a number of other claims on behalf of Ngāti Paoa, including the contemporary claim Wai 321 concerning the Treaty of Waitangi Fisheries Commission.
- 1.28 Ngāti Paoa's claims were inquired into by the Waitangi Tribunal in its Hauraki district inquiry. The Tribunal's reported on these claims in the Hauraki Report (2006).
- 1.29 As one of the iwi of Ngā Mana Whenua o Tāmaki Makaurau, Ngāti Paoa entered into negotiations with the Crown in 2009 in order to obtain redress for these claims. Further Ngāti Paoa specific negotiations commenced in 2011. Ngāti Paoa wishes to acknowledge the work of their kaumātua including Hariata Gordon in bringing these claims to the Crown's attention.

NEGOTIATIONS

- 1.30 Ngāti Paoa gave a mandate to negotiate a comprehensive settlement of historical Treaty claims with the Crown by the deed of mandate dated July 2011 to –
- 1.30.1 the Ngāti Paoa Trust Board by 3 hui-ā-iwi in –
- (a) Kaiaua on 13 March 2011;
 - (b) Auckland on 15 March 2011; and
 - (c) Hamilton on 17 March 2011; and
- 1.30.2 the mandated negotiators by hui-ā-iwi in Auckland on 28 April 2016.
- 1.31 The Crown recognised the mandate on 29 June 2011.
- 1.32 The mandated negotiators and the Crown –
- 1.32.1 entered into an agreement in principle equivalent dated 22 July 2011; and
- 1.32.2 since the agreement in principle equivalent, have –
- (a) had extensive negotiations conducted in good faith; and
 - (b) negotiated and initialled a deed of settlement.

 7 sc

DEED OF SETTLEMENT

1: BACKGROUND / TE WAKA TAUA O NGĀTI PAOA: PĪTAU WHAKAREI

RATIFICATION AND APPROVALS

- 1.33 Ngāti Paoa have, by a majority of 96.2%, ratified and approved, between 21 August 2013 and 13 September 2013, the governance entity receiving the redress to be provided by the Crown to Ngāti Paoa in settlement of their historical claims.
- 1.34 The Crown, on 25 September 2013, recognised that the results of the ratification referred to in clause 1.33 demonstrated sufficient support from Ngāti Paoa for the governance entity to receive the redress under this deed.
- 1.35 Ngāti Paoa have, since the initialling of the deed of settlement, by a majority of []%, ratified this deed and approved its signing on their behalf by the governance entity and the mandated negotiators.
- 1.36 Each majority referred to in clauses 1.33 and 1.35 is of valid votes cast in a ballot by eligible members of Ngāti Paoa.
- 1.37 The governance entity approved entering into, and complying with, this deed by [**process (resolution of trustees etc)**] on [**date**].
- 1.38 [The Crown is satisfied –
- 1.38.1 with the ratification and approvals of Ngāti Paoa referred to in clauses 1.33 and 1.35; and
- 1.38.2 with the governance entity's approval referred to in clause 1.37; and
- 1.38.3 the governance entity is appropriate to receive the redress.]

AGREEMENT

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

 8 SC

DEED OF SETTLEMENT

1: BACKGROUND / TE WAKA TAUA O NGĀTI PAOA: PĪTAU WHAKAREI



Ngāti Paoa rangatahi doing the Hikoi across Waiheke Island

DEED OF SETTLEMENT

2 HISTORICAL ACCOUNT / TE WAKA TAUA O NGĀTI PAOA: TE TAKERE O TE WAKA

- 2.1 The Crown's acknowledgements and apology to Ngāti Paoa in part 3 are based on this historical account.
- 2.2 In the early nineteenth century, Ngāti Paoa were based in Tāmaki Makaurau and throughout Hauraki, especially on the western shore of the Firth of Thames. In the early 1820s, Māori armed with muskets made a series of incursions from the north. Ngāti Paoa, along with other iwi of Tāmaki Makaurau and Hauraki, sought temporary refuge in the Waikato. Over the course of the 1820s Ngāti Paoa began to return to the region and made peace with the northern iwi. Ngāti Paoa returned to their lands in various parts of Tāmaki, along the Wharekawa coast, and especially on Waiheke where they saw an opportunity to create a centre for trade. Following the establishment of Auckland as New Zealand's capital in 1841, Ngāti Paoa supplied the developing settlement with produce.
- 2.3 Other iwi returned to Tāmaki Makaurau at the same time and tensions arose over customary interests south of the isthmus. Between 1836 and 1839 five iwi, including Ngāti Paoa, negotiated transactions with a missionary for a large block in Tāmaki. The primary objective of these transactions was to allow Māori to occupy the land without conflict. In 1837, the missionary wrote on the back of one of the deeds that the iwi and hapū who had sold the land would retain the use of at least one third of the block. The exact size of the transaction has never been definitively established, but the first survey in 1851 put it at 75,000 acres and in 1948 a Royal Commission concluded the block was nearly 83,000 acres.
- 2.4 On 4 March 1840 sixteen Ngāti Paoa rangatira signed Te Tiriti o Waitangi/the Treaty of Waitangi at Karaka Bay at the entrance to the Tamaki River. Ngāti Paoa rangatira Hauāuru signed at Coromandel Harbour on 4 May. A further six signed in Tāmaki Makaurau on 9 July.

The Land Claims Commission and the Tāmaki Purchase

- 2.5 In 1840 the Crown established a Land Claims Commission to investigate pre-Treaty land purchases by private parties. If the land involved in a transaction was greater than the area the Crown granted to settlers the Crown's policy was to retain the balance of the land itself, as "surplus land", on the basis the original transaction had extinguished Māori customary title.
- 2.6 The missionary recorded that one third of the land in the Tāmaki block should be permanently set aside for Māori occupation. In 1842 a Land Claims Commissioner recommended that the Crown leave one third of the purchase in the "undisturbed possession" of Māori. However the Crown had the case reviewed by another commissioner who recommended the Crown grant 5550 acres to the missionary and retain the remainder of the land. In 1851, following Māori protest, some of this was returned to Māori, and compensation was paid to some iwi, but Ngāti Paoa did not receive any of this land or money. Nor were they allowed to remain in occupation of any of the land set aside for their use within the block in 1837. The Crown retained

DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT / TE WAKA TAUA O NGĀTI PAOA: TE TAKERE O TE WAKA

“surplus” lands from other pre-Treaty transactions between Ngāti Paoa and settlers, including approximately 17 000 acres at Takapuna and Te Weiti. The Crown did not make any assessment of whether Ngāti Paoa retained adequate lands following the acquisition of “surplus lands.”

Pre-emption Waiver Purchases

- 2.7 In 1844 and 1845 the Crown in a number of instances waived its Treaty right to pre-emptive purchasing to allow settlers to purchase land directly from Māori. The Crown committed to reserve ten percent of the land, or tenths, from each sale for public purposes, especially the benefit of Māori. Settlers purchased approximately 5600 acres from Ngāti Paoa on Hauraki Gulf islands, and made other purchases in south Tāmaki. In 1845 the Crown stopped issuing pre-emption waiver certificates. The Land Claims Commission investigated these transactions. In 1846 the Crown passed an ordinance which reneged on the commitment to reserve the tenths. As with the old land claims, the Crown applied a “surplus lands” policy to pre-emption waiver transactions. As a result, the Crown took surpluses from purchases involving Ngāti Paoa, especially on Waiheke Island. Again, the Crown made no assessment as to the adequacy of land remaining in Ngāti Paoa’s possession following its acquisition of “surplus lands.”

Crown Purchasing of Ngāti Paoa lands at Mahurangi and Kohimarama

- 2.8 Crown policy was to purchase land at a low price from Māori and on-sell it at high prices. Colonisation was to be funded by the substantial difference between the amount the Crown paid to purchase Māori land and the amount it received when it on-sold it to settlers. Crown officials are likely to have assured Ngāti Paoa that they would derive significant collateral economic advantages from the growth of European settlement in Tāmaki.
- 2.9 In 1841, the Crown purchased a large block of land at Mahurangi and Omaha from Ngāti Paoa with other Marutūāhu iwi. The block was not surveyed at the time, but a recent estimate put its area at approximately 220,000 acres. In 1844 the Crown acquired the only reserve created out of this sale from a rangatira of another iwi. The Crown did not reserve any land for Ngāti Paoa from the North Shore to Te Arai.
- 2.10 In 1841 the Crown purchased the 6000 acre Kohimarama block from Ngāti Paoa for £100, a boat, livestock, clothing, tools and dry goods. The dry goods included 300 casks of tobacco which was a commodity used in some land transactions at this time. In September 1841 the Crown sold five three acre blocks within the Kohimarama purchase at Mechanics Bay for a total of £1445 1s 9d. No reserves were made in Kohimarama. Ngāti Paoa subsequently occupied land at St George’s Bay and a Ngāti Paoa rangatira later testified that they were promised land there to help persuade them to agree to the Kohimarama purchase. The reserve was not set aside. Ngāti Paoa also consider that they were promised a reserve at St George’s Bay in 1842 as a base for their trading activities. While a reserve was established at Mechanics Bay, and land at Blackett’s Point above Saint George’s Bay was set aside as an endowment to fund the reserve at Mechanics Bay, both pieces of land were eventually included in a trust for all Māori and ‘poor people’ visiting Auckland. The endowment reserve was taken out of the trust when it was declared a public domain by statute in 1898. Parts of the

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land set aside for the Mechanics Bay reserve remain Māori freehold land and are administered by the Māori Trustee.

Gold Fields Agreements

- 2.11 In 1852 gold was discovered in Hauraki. Ngāti Paoa and other iwi agreed with the Crown at Patapata in November 1852 that some Māori-owned land could be licensed for prospecting and gold mining for three years. The land was to remain in Māori ownership and the licences would be managed by the Crown. The Crown was to make regular lease payments to the Māori landowners. However, despite some mining activity only a small quantity of gold was mined in the 1850s.
- 2.12 In 1861, the Otago gold rush led to renewed interest in gold mining in Hauraki. Again Ngāti Paoa and other Hauraki iwi entered into agreements with the Crown to allow prospecting on Māori land, which was to remain in Māori ownership if mining activity occurred. In November, the Crown agreed to pay Māori right-owners £1 per miner per annum. In July 1862 Ngāti Paoa and other iwi agreed with the Crown to the opening of the Kapanga, Ngaurukehu and Matawai mining blocks.

Ngāti Paoa and War and Raupatu in Waikato

- 2.13 By the late 1850s rising tensions between the Crown and Māori had led to the establishment of the King Movement in Waikato. Ngāti Paoa hapū were divided in their support of the Crown. At the Kohimarama conference in 1860 Patara Pouroto and Te Karamu Kahukoti, both Ngāti Paoa rangatira who were signatories to Te Tiriti o Waitangi/the Treaty of Waitangi at Karaka Bay, affirmed their support for the Crown. Kahukoti described the Kīngitanga as foreign to Ngāti Paoa:

Kihai au i mea kia tu he kingi ki tenei whenua; kua ngaro hoki ahau ki roto ki te Pakeha. I ahu mai i te Tonga na te karangatanga o tenei kingi.... E noho ana ahau i nga pakau o te Kuini.

It was not my proposal to have a King for this land; for I had become incorporated with the Pakeha. The cry for this King came from the South.... I am sitting under the Queen's wings.

- 2.14 In 1863 Patene Puhata, a prominent Ngāti Paoa chief, positioned himself at Pakihi Island in order to support the Crown and discourage hostile Māori from advancing on Auckland. However, some Ngāti Paoa also wished to support their relatives in the Waikato.
- 2.15 On 12 July 1863 the Crown invaded the Waikato when its forces crossed the Mangatāwhiri River. The Crown considered South Auckland and Hauraki lands strategically important because of the need to protect supply lines and settlements in and around Auckland. The Crown occupied lands of some Hauraki iwi including Ngāti Paoa. Some Ngāti Paoa resisted the occupation of their lands and, with members of other iwi, engaged in guerrilla war against the Crown, attacking the supply lines of Crown forces. The Māori response to the war in East Wairoa included attacks on settlers' farms and military redoubts. The Crown established militias in order to pursue those involved in the attacks.

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- 2.16 In October 1863 the Crown sent HMS *Miranda* and HMS *Sandfly* to blockade the Firth of Thames, in order to prevent military supplies reaching the Kīngitanga and patrol for “rebel” Māori. On 3 November, the *Miranda* attempted to land boats at Pūkorokoro. Māori fired several shots from the shore, missing the boats. The *Miranda*'s landing boats returned fire, launching rockets and shells at the village. At least one of the shells exploded in a whare. The inhabitants of the village fled. According to Ngāti Paoa oral traditions men, women and children were killed in the attack.
- 2.17 The following morning the *Miranda* fired another shell at the village before landing marines. The marines found the village empty. They attempted to take a schooner which they believed had been captured from a settler. When they could not take the schooner they destroyed it. The marines returned to the landing boats and proceeded up the creek. They came upon another settlement which they shelled before landing. The marines then destroyed waka they found at the settlement. In late November Crown forces built the Miranda Redoubt near Pūkorokoro. In December 1863 a Crown official reported that those who had fled Pūkorokoro had to move several times as Crown forces marched into the area, and were living in “wretched” conditions in the swamp south of Waitakaruru.
- 2.18 In December 1863, Crown militia tracked a party of 40 to 50 Māori, including some Ngāti Paoa, to a camp near Paparata in East Wairoa. The militia attacked the party, which included women and children, without warning. In the ensuing combat seven Māori were killed and a number wounded. On 8 January 1864 Crown forces destroyed the recently abandoned village Makomako, near the Miranda Redoubt.
- 2.19 The New Zealand Settlements Act 1863 enabled the Crown to confiscate the lands of those Māori iwi which were deemed to have been “in rebellion against Her Majesty's authority.” The legislation provided for the creation of a Compensation Court which would determine the compensation due to Māori affected by the confiscation who had not taken up arms against the Crown or assisted or supported those who had. The Act did not provide for the return of land as part of the compensation.
- 2.20 In early March 1864 most Ngāti Paoa surrendered at Whakatiwai. On 17 December 1864, the Governor proclaimed his intention to confiscate lands within the Waikato, Pokeno and East Wairoa. This proclamation contained no reference to the 1863 Act, and Governor Grey promised that land would be returned to Māori who had remained loyal. On 29 December the Crown proclaimed confiscation blocks in Waikato and Pokeno, and in East Wairoa on 31 January. Ngāti Paoa had interests in the 51,000 acre East Wairoa confiscation block and in the central Waikato confiscation district which included Maramarua and Pūkorokoro. The confiscated lands included Kohukohunui and Rataroa, Ngāti Paoa's sacred maunga.
- 2.21 The Crown did not include Ngāti Paoa in a list it published on 7 April 1865 of iwi and hapū it considered to be in rebellion.
- 2.22 In May 1865, the Compensation Court awarded individuals of Ngāti Paoa £1045 compensation for their interests in East Wairoa. During the hearing, the judge ejected Ngāti Paoa rangatira Enoka from the court and prevented him from giving evidence because of his Pai Mārire beliefs. The following month, Wiremu Hoete of Ngāti Paoa

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protested both the confiscation of land of loyal Māori, and the inability of the Compensation Court to return land.

- 2.23 In October 1865, the Crown amended the New Zealand Settlements Act to allow the return of land through the Compensation Court and made provision for Māori to negotiate for the return of land that had already been the subject of Compensation Court hearings under the previous system. In 1866, Ngāti Paoa individuals were awarded further monetary compensation, receiving £635 for their interests in the central Waikato district. Over the following years Ngāti Paoa sought the return of land as well. Eventually, in 1879 Ngāti Paoa individuals received grants near Pūkoro and in 1894 the Hapuakohe Reserve of 3736 acres was awarded to Ngāti Paoa in the East Waikato confiscation.

Ngāti Paoa and War and Raupatu in Tauranga Moana

- 2.24 Between April and June 1864, the Crown conducted military operations against Māori in Tauranga Moana. After the conflict ended, the Crown said it would confiscate much of the land in the Tauranga district, though Governor Grey promised to return three quarters of this land to those who had not been involved in the fighting. In 1865, the Crown "proclaimed" a confiscation district of 214,000 acres, and in 1868 a further 76,000 acres were added to this district by the Tauranga District Lands Act.
- 2.25 Ngāti Paoa were not involved in the fighting, but they had interests in lands which were included in the confiscation district. Some of these interests were located in the Katikati block which was part of the confiscated land marked for return to Māori. In August 1864, the Crown commenced negotiations with another iwi to purchase the Te Puna and Katikati blocks, which had a combined area of approximately 90,000 acres. The Crown paid a deposit of £1000 to them at this time.
- 2.26 The Crown set up an arbitration process to determine the compensation it would pay other iwi for their interests in these blocks. In June and July 1866 Hauraki iwi and other iwi signed deeds with the Crown to finalise the Tauranga Moana arbitration and make additional agreements relating to iwi interests in the Te Puna block. The Ngāti Paoa hapū Ngāti Hura received £100 for their interests.

The Impact of the Native Land Laws in the Ngāti Paoa Rohe

- 2.27 The Native Land Court was established under the Native Lands Acts of 1862 and 1865 and held its first hearings in the Hauraki district in 1865. The Acts establishing the Native Land Court set aside the Crown's Article 2 Treaty right of pre-emption enabling individual Māori to dispose of their property by lease or sale to private parties or the Crown once title had been awarded.
- 2.28 Any Māori could initiate a title investigation through the Native Land Court by submitting an application in writing to the Court. When the Court decided to hear an application, all of those with customary interests had to participate in the hearing if they wished to be included in the Court's order regardless of whether or not they wanted a Crown title. Customary tenure was complex and facilitated multiple forms of land-use through shared relationships with the land. The new land laws required those rights to be fixed within a surveyed boundary and did not necessarily include all those with a customary

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interest in the land. Under customary Māori title land was held communally. When Crown titles were awarded to Ngāti Paoa lands, interests were awarded to named individuals who could deal with their interests without regard for iwi or hapū.

- 2.29 Between 1865 and 1877 the Native Land Court investigated title for 15 blocks on Waiheke Island totalling some 6700 acres. Fourteen of the blocks were awarded to individuals of Ngāti Paoa. In some cases ownership was shared with individuals of other iwi. Thirteen of the blocks were sold to private purchasers by 1879. The 2100 acre block, Te Huruhi, was vested in five individuals. In 1897 the block was divided into thirteen blocks which were allocated among 65 individuals. Most of the divisions were subsequently sold to private interests between 1910 and 1914.
- 2.30 Between 1865 and 1866 29 blocks from Mataitai and Orere to Wharekawa West totalling around 47,542 acres were sold to private interests. Many of these had been awarded to Ngāti Paoa rangatira. By 1880 approximately 60 percent of this land had been alienated and more was alienated in the twentieth century.

Thames Foreshore

- 2.31 In the late 1860s, miners wished to mark out claims below the high water mark of the Thames foreshore. In 1869 the Crown entered into the Te Hape agreement with Hauraki rangatira which provided for mining on a section of the tidal flats claimed by them. The Crown then drafted legislation to assert its prerogative right over the foreshore which other iwi successfully challenged. The legislation was abandoned in favour of a ban on private dealings over the lands in question.
- 2.32 In 1870, Ngāti Paoa submitted an application to the Native Land Court for investigation into a number block on the Thames foreshore. In December the Court awarded Haora Tipa and individuals of other iwi exclusive fishery rights to over Kauaeranga E 10 B, but did not rule on the question of ownership of the foreshore. At the Crown's request the Court prevented the alienation of Māori interests to anyone but the government.
- 2.33 Between 1871 and 1875 the Crown purchased interests in a number of blocks on the Thames foreshore where the fishing rights of Māori over the foreshore had been recognised by the Native Land Court.

Crown Purchasing of Ngāti Paoa Lands at Piako

- 2.34 In 1874, Ngāti Paoa asked a Crown land purchasing agent to purchase food valued at £4500 for a great hui at Whakatiwai, in August, when the iwi hosted an intertribal discussion about the debt that had accrued to other iwi at Ohinemuri. The agent obtained signatures of 48 members of Ngāti Paoa who accepted that the food was an advance payment for lands in Piako and on the west of the Waihou which had yet to come before the Native Land Court. Ngāti Paoa agreed to sell an estimated area of 200,000 acres. In 1874 the Crown made a monopoly proclamation over the land so that it could not be sold to other purchasers. By 1877 the Crown claimed that a total of £16,145 3s 2d had been paid out against the land.
- 2.35 Crown negotiations to purchase 200,000 acres at Piako extended over many years, and the Crown found it difficult to identify all the individuals and hapū it considered to

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have accepted payment. Ngāti Paoa resisted the purchase on the grounds that individuals were responsible for debts being charged against land belonging to the whole tribe. By 1888 the Crown had spent £22,000 attempting to purchase this land, and in 1889 reluctantly accepted an offer of 45,000 acres by Ngāti Paoa because it accepted that Ngāti Paoa did not have sufficient land to cover its debts. In 1889 the Native Land Court awarded title to this land to Ngāti Paoa individuals who then transferred it to the Crown.

- 2.36 Ngāti Paoa consider that they lost land in the 1870s through the Crown's use of a system to purchase land known as raihana. Under this system, store goods were provided to Māori and paid for by the Crown with the sums involved being treated as payments against Māori lands.

Crown Purchasing of Ngāti Paoa Lands at Waiau

- 2.37 The Native Land Court awarded part of the Ngaurukehu block, named Waiau 1, to individuals of Ngāti Paoa in 1869. In 1882 Ngāti Paoa received £120 revenue from gold leases from the Waiau 1 block. The owners offered the land for sale to the Crown and asked that they receive a yearly sum in lieu of the mining revenue they were receiving from the block. The Crown offered £600 for the block but nothing came of the offer.
- 2.38 Between 1886 and 1889 the revenues from the block declined to between £20 and £30 per year. In 1891 the Crown offered to purchase individual interests for 10 shillings per acre. By October 1894 the Crown had purchased four and half of seven shares in the block, and applied to have its interests determined by the Native Land Court. In May 1895 the Court awarded the Crown a 706-acre block named Waiau 1A. The Court awarded the remaining block of around 400 acres to those owners who had not sold as Waiau 1B.

Survey Costs

- 2.39 In order for title to be issued by the Crown, land blocks had to be surveyed. Where claimants could not pay for this survey, the cost was usually charged against the land as a lien. Ngāti Paoa, like many other Māori, found they had to sell land to discharge survey debts. For survey work in the Te Hoe o Tainui area in the 1890s, the Supreme Court awarded £2,597 10s 4d for survey costs, with £62 15s 10d in interest and another £136 9s for other costs for the survey of thirteen blocks, which were charged to Ngāti Paoa. Ngāti Paoa, under pressure to discharge the debt quickly to avoid mounting interest charges, sold Te Hoe o Tainui 3 block of nearly 1400 acres to the Crown. The owners offered the block for 7s per acre, and not far above the 6s that the Crown's agent considered it was worth. However, the Crown had proclaimed a monopoly over the block and only paid 3s 6d per acre which the Ngāti Paoa owners had to accept. Three blocks in Te Hoe o Tainui owned by Ngāti Paoa had between 24 percent and 37 percent of their value charged against them as a result of survey costs.

Twentieth Century

- 2.40 By the end of the nineteenth century, Ngāti Paoa retained land only on the western Firth of Thames in blocks shared with other iwi. Over the twentieth century almost all of

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these lands were alienated, to private purchasers and the Crown. Some land was also taken by the Crown and councils under the Public Works Act including Kiripaka, Orere, Taupo, Waikaka and Poupipi. Between 1968 and 1973 the Auckland Regional Authority took 1200 acres in the Hunua Ranges under the Public Works Act for the Auckland catchment area and the Waharau Regional Park which included lands in which Ngāti Paoa had interests. Of the approximately 12,000 acres of Wharekawa 5, around 1300 acres remained in Ngāti Paoa ownership by the end of the twentieth century in 24 small blocks. Thirteen of these blocks were under ten acres.

Hauraki Drainage Scheme

- 2.41 In 1908 the Crown passed the Hauraki Plains Act which authorised the Department of Lands and Survey to drain and develop the Hauraki wetlands. Over the following decades the Crown altered the waterways, drained the wetlands and changed the course of the Waihou and Piako Rivers. These works destroyed pā sites, tuna weirs, and undermined the local ecosystem upon which Ngāti Paoa settlements relied.

Ngāti Paoa in World War One

- 2.42 When the First World War commenced in 1914 many Māori including members of Ngāti Paoa were reluctant to fight for the Crown while their raupatu grievances remained unresolved. In 1916 the Crown introduced conscription for military service but did not include Māori. However, in 1917 the Crown introduced conscription for Māori living within the Waikato-Maniapoto Land District. Many Ngāti Paoa conscripts refused to serve in the armed forces. Some were arrested and later imprisoned, with hard labour, in Mount Eden Gaol. In 1919, a list of military defaulters was published in the *New Zealand Gazette* under the Expeditionary Forces Amendment Act 1918. Those listed were deprived of civil rights for 10 years, including the right to vote. Ngāti Paoa individuals were named on the list.

Opita Wāhi Tapu

- 2.43 In 1868 the Native Land Court awarded title to the 1576 acre Opita block on the Wharekawa coast to ten Ngāti Paoa individuals. In 1878, two private individuals purchased most of the block. Ngāti Paoa oral tradition records that the area by the shoreline is tapu, and on the survey of the purchase this location is marked "Tapu Bush". In 1919 the Crown acquired part of the area marked "Tapu Bush" from its private owners for roading purposes. Ngāti Paoa continued to use the tapu area.
- 2.44 In 1932 and 1936 Ngāti Paoa individuals wrote to the Native Minister, stating that they thought the burial ground had been excluded from the sale and they wished to reserve it. The Crown took no action because most of the proposed reserve was in private ownership and it did not wish to return any of the land required for the road because of erosion issues. Ngāti Paoa oral tradition records that when the road was constructed in late 1930s the wāhi tapu was destroyed.

Awataha Urupā

- 2.45 By the 1920s, a small community of Ngāti Paoa individuals were living on Awataha, a block on Auckland's North Shore which had been part of the Mahurangi purchase and

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was subsequently gifted to the Roman Catholic Church for education purposes. In October 1924 a dispute arose over occupation of the land. In March 1925 seven members of the iwi were arrested and imprisoned in Mount Eden Gaol and the Crown evicted the community from the land.

- 2.46 In 1942 the Crown decided to acquire a section of Awataha from the Roman Catholic Church in order to construct an oil storage facility. The section included an urupā used by the former occupants. A party of Ngāti Paoa and another iwi, led by Te Puea, along with Crown departments, removed remains from the urupā. Six Ngāti Paoa individuals, including the rangatira Puhata and his family, were disinterred from the urupā at Awataha and reinterred on Waiheke Island.
- 2.47 In 1960 Hone Tuwhare, who was present for the removal, wrote the following poem to express his feelings of disgust at the incident:

The Burial

In a splendid sheath
of polished wood and glass
with shiny appurtenances
lay he fitly blue-knuckled
and serene:

*hurry rain and trail him
to the bottom of the grave*

Flowers beyond budding
will not soften the gravel's
beat of solemn words
and hard sod thudding:

*hurry rain and trail him
to the bottom of the grave*

Through a broken window
inanelly looks he up;
his face glass-gouged and bloodless
his mouth engorging clay
for all the world uncaring...

*Cover him quickly, earth!
Let the inexorable seep of rain
finger his greening bones, deftly.*

- 2.48 Earth was excavated and concrete foundations laid but the oil storage facility was never constructed.

Socio-Economic Circumstances and Te Reo

- 2.49 The Crown education system had much lower expectations for Ngāti Paoa than Pākehā for nearly 100 years after 1867. It sought to prepare most Māori children for manual labouring occupations only. The first native school in Hauraki was opened in 1883. The Crown saw the native school system in part as a means of assimilating Ngāti Paoa

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into European culture. Ngāti Paoa children were discouraged from speaking their own language in Crown schools for decades. This Crown policy, along with the fragmentation of their tribal structures and migration from ancestral lands, contributed to the decline of te reo within Ngāti Paoa. By the end of the twentieth century only 27 percent of Ngāti Paoa spoke te reo. The decline of Ngāti Paoa tribal structures and the loss of te reo contributed to a loss of Ngāti Paoa mātauranga Māori. Ngāti Paoa also maintain that legislation such as the Tohunga Suppression Act 1907 had a detrimental impact on tribal cultural practices and structures.

- 2.50 In the twentieth and twenty-first centuries, Ngāti Paoa, like other Hauraki Māori, generally experienced poorer health, including lower life expectancy and higher infant mortality, than Pākehā. Tobacco especially has contributed to poor health for Ngāti Paoa, and Ngāti Paoa consider the Crown's use of tobacco as a commodity in early land transactions was an important factor in intergenerational tobacco use within the iwi. Ngāti Paoa also experienced higher unemployment than the general population, and a lower median annual income.

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- 2.1 [Note: the te reo Māori translation of the historical account has not yet been finalised so has not been inserted in this part. The te reo Māori translation will be included in the signing version of this deed and this note will be removed]

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3 ACKNOWLEDGEMENTS AND APOLOGY / TE WAKA O NGĀTI PAOA: PUHIARIKI

ACKNOWLEDGEMENTS

- 3.1 The Crown acknowledges that –
 - 3.1.1 until now it has failed to deal with the long-standing grievances of Ngāti Paoa and that recognition of and redress for these grievances is long overdue;
 - 3.1.2 Ngāti Paoa rangatira sought to establish a relationship with the Crown in 1840 by signing Te Tiriti o Waitangi/the Treaty of Waitangi; and
 - 3.1.3 the Crown did not always honour its part in that relationship.
- 3.2 The Crown acknowledges that the lands Ngāti Paoa provided for settlement purposes contributed to the establishment of the settler economy and the development of New Zealand.
- 3.3 The Crown acknowledges that –
 - 3.3.1 it took 78,000 acres of land in the Tāmaki block it considered surplus to those claimed by a settler as a result of a pre-Treaty transaction including land in which Ngāti Paoa had interests;
 - 3.3.2 a large portion of the "surplus lands" in the Tāmaki block were lands that the settler who made the transaction agreed would return to Māori ownership and this has long been a source of grievance for Ngāti Paoa;
 - 3.3.3 it never compensated Ngāti Paoa for their interests in the "surplus lands" in the Tāmaki block as it did several other iwi involved in this transaction;
 - 3.3.4 it did not provide reserves for Ngāti Paoa or other Marutūāhu iwi within the bounds of the Tāmaki purchase; and
 - 3.3.5 it failed to require the Tāmaki block to be properly surveyed and to require an assessment of the adequacy of lands that Māori held before acquiring the "surplus" in Tāmaki Makaurau and thereby breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.4 The Crown acknowledges that –
 - 3.4.1 it took 17,000 acres of land in the Te Weiti and Takapuna blocks it considered surplus to those claimed by settlers as the result of pre-Treaty transactions including land in which Ngāti Paoa had interests; and

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- 3.4.2 it failed to require an assessment of the adequacy of lands that Māori held before acquiring the “surplus” in Takapuna and Te Weiti and thereby breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.5 The Crown acknowledges that when it purchased an extensive area at Mahurangi and Omaha in 1841, including 200,000 acres between Te Arai and Maungauika, it failed to ensure adequate reserves would be protected in the ownership of Ngāti Paoa, and this was in breach Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.6 The Crown acknowledges that –
- 3.6.1 it took Ngāti Paoa lands, including lands at Waiheke, as surplus from disallowed pre-emption waiver claims and that its policy of taking surplus land has long been a source of grievance to Ngāti Paoa;
- 3.6.2 it failed to correctly apply all the regulations that were designed to protect Māori which governed pre-emption waiver transactions;
- 3.6.3 it did not always protect Māori interests during investigations into these transactions; and
- 3.6.4 its policy of taking surplus land from pre-emption waiver purchases breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles when it failed to require any assessment of whether Ngāti Paoa retained adequate lands for their needs. The Crown also acknowledges that this failure was compounded by flaws in the way the Crown implemented the policy in further breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.7 The Crown acknowledges that by failing to set aside one tenth of the lands transacted during the pre-emption waiver period for public purposes, especially the establishment of schools and hospitals for the future benefit of Māori including Ngāti Paoa, it breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.8 The Crown acknowledges that –
- 3.8.1 its representatives and advisers acted unjustly and in breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles in sending its forces across the Mangatāwhiri in July 1863, invading and occupying land in which Ngāti Paoa had interests;
- 3.8.2 it intimidated Ngāti Paoa by using heavily armed gunboats to blockade Hauraki Gulf / Tikapa Moana, and destroying waka; and
- 3.8.3 it caused the deaths of Ngāti Paoa individuals when its forces –
- (a) shelled an unfortified village at Pūkorokoro in November 1863; and
- (b) attacked a number of Ngāti Paoa without warning in December 1863.

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- 3.9 The Crown further acknowledges that the suffering caused by its actions was compounded by the renaming of Pūkorokoro after the warship that shelled its inhabitants.
- 3.10 The Crown acknowledges that the confiscation of land in which Ngāti Paoa had interests, including land in Waikato and East Wairoa, extinguished native title and alienated sacred sites including the maunga Kohukohunui and Rataroa, as well as traditional resource gathering sites, and was unjust and a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.11 The Crown acknowledges that it compulsorily and unjustly extinguished Ngāti Paoa's customary interests in the Tauranga confiscation district and these actions breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.12 The Crown further acknowledges that it breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles when it failed to actively protect Ngāti Paoa interests in lands they wished to retain when it initiated the purchase of Te Puna and Katikati blocks in 1864 without investigating the rights of Ngāti Paoa.
- 3.13 The Crown acknowledges that –
- 3.13.1 it broke its promise that those who not taken up arms in war, including a number of Ngāti Paoa, would not be deprived of their lands through the confiscation;
 - 3.13.2 it made no provision for the Compensation Court to return land to Māori who were not considered to be in rebellion when the Court heard Ngāti Paoa claims for compensation in East Wairoa;
 - 3.13.3 it did not return any land in these districts to those members of Ngāti Paoa it did not consider to have been rebels; and
 - 3.13.4 its failure to protect the interests of those members of Ngāti Paoa whom it did not consider to be rebels was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.14 The Crown acknowledges that –
- 3.14.1 it did not consult Ngāti Paoa about the introduction of the native land laws;
 - 3.14.2 the resulting individualisation of land tenure was inconsistent with Ngāti Paoa tikanga;
 - 3.14.3 the operation and impact of the native land laws, in particular the awarding of land to individual owners, made those lands more susceptible to partition, fragmentation, and alienation; this contributed to the erosion of the traditional tribal structures of Ngāti Paoa which were based on collective tribal and hapū custodianship of land; and

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3: ACKNOWLEDGEMENTS AND APOLOGY / TE WAKA O NGĀTI PAOA: PUHIARIKI

- 3.14.4 the Crown's failure to protect the tribal structures of Ngāti Paoa was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.15 The Crown acknowledges that it sought to purchase Ngāti Paoa interests in the Piako blocks before title to the land was determined by the Native Land Court.
- 3.16 The Crown acknowledges that Ngāti Paoa had to sell unreasonable amounts of land to pay for survey costs at Te Hoe o Tainui. The Crown's failure to protect Ngāti Paoa from this burden breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.17 The Crown acknowledges that valuable mineral resources on lands leased by Ngāti Paoa and others provided economic benefits to the nation.
- 3.18 The Crown acknowledges that environmental changes and pollution since the nineteenth century have been a source of distress and grievance for Ngāti Paoa. In particular the Crown acknowledges that modifications to the course of the Piako River and its tributaries since the 1890s have drained resource-rich wetlands, destroyed Ngāti Paoa wāhi tapu, and caused significant harm to kaimonana sources relied on by Ngāti Paoa.
- 3.19 The Crown acknowledges the harm endured by many Ngāti Paoa children from decades of Crown policies that strongly discouraged the use of te reo Māori in school. The Crown also acknowledges the detrimental effects on Māori language proficiency and fluency and the impact on the inter-generational transmission of te reo Māori and knowledge of tikanga Māori practices.
- 3.20 The Crown acknowledges that the health of Ngāti Paoa has been worse than that of many other New Zealanders, and they have not had the same opportunities in life that many other New Zealanders have enjoyed.
- 3.21 The Crown acknowledges that the cumulative effect of the Crown's actions and omissions, including confiscation, the operation and impact of the native land laws and continued Crown purchasing has left Ngāti Paoa virtually landless and undermined their economic, social and cultural development. The Crown's failure to ensure that they retained sufficient land for their present and future needs was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

APOLOGY

- 3.22 The Crown offers the following apology to the people of Ngāti Paoa, to their tupuna and their mokopuna.
- 3.23 The Crown profoundly regrets its failure to protect Ngāti Paoa from the rapid alienation of land in the decades following the signing of Te Tiriti o Waitangi/the Treaty of Waitangi and the loss of life and the devastation caused by hostilities arising from its invasion of lands south of the Mangatāwhiri.
- 3.24 The Crown has inflicted suffering upon you, its acts and omissions have prejudiced you, and laws and policies that it enacted in Aotearoa/New Zealand have led to the loss

DEED OF SETTLEMENT

3: ACKNOWLEDGEMENTS AND APOLOGY / TE WAKA O NGĀTI PAOA: PUHIARIKI

of your whenua and your taonga te reo Māori. The Crown has failed to uphold its obligations under Te Tiriti o Waitangi/the Treaty of Waitangi and brought dishonour upon itself. For its breaches of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles the Crown unreservedly apologises.

- 3.25 The Crown seeks to atone for these injustices, and hopes that through this settlement it can rebuild the relationship that it established with Ngāti Paoa in 1840, begin the process of healing and enter a new age of co-operation with your people.

DEED OF SETTLEMENT

3 TE WAKA O NGĀTI PAOA: PUHIARIKI

- 3.1 [Note: the te reo Māori translation of the acknowledgements and apology has not yet been finalised so has not been inserted in this part. The te reo Māori translation will be included in the signing version of this deed and this note will be removed]

DEED OF SETTLEMENT

4 SETTLEMENT

ACKNOWLEDGEMENTS

- 4.1 Each party acknowledges that –
- 4.1.1 the Crown has to set limits on what, and how much, redress is available to settle the historical claims; and
 - 4.1.2 it is not possible to –
 - (a) fully assess the loss and prejudice suffered by Ngāti Paoa as a result of the events on which the historical claims are based; or
 - (b) fully compensate Ngāti Paoa for all loss and prejudice suffered; and
 - 4.1.3 the settlement is intended to enhance the ongoing relationship between Ngāti Paoa and the Crown (in terms of Te Tiriti o Waitangi/the Treaty of Waitangi, its principles, and otherwise).
- 4.2 Ngāti Paoa 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, the parties acknowledge, in particular, that the settlement does not affect any rights Ngāti Paoa may have to obtain recognition in accordance with the Marine and Coastal Area (Takutai Moana) Act 2011, including recognition of the following:
- 4.5.1 protected customary rights (as defined in that Act):
 - 4.5.2 customary marine title (as defined in that Act).

DEED OF SETTLEMENT

4: SETTLEMENT

REDRESS

- 4.6 The redress, to be provided in settlement of the historical claims, –
- 4.6.1 is intended to benefit Ngāti Paoa collectively; but
 - 4.6.2 may benefit particular members, or particular groups of members, of Ngāti Paoa if the governance entity so determines in accordance with the governance entity's procedures.

IMPLEMENTATION

- 4.7 The settlement legislation will, on the terms provided by sections 15 to 20 of the draft settlement bill, –
- 4.7.1 settle the historical claims; and
 - 4.7.2 exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement; and
 - 4.7.3 provide that the legislation referred to in section 17 of the draft settlement bill does not apply –
 - (a) to a cultural redress property, a purchased commercial property, the Pouarua Farm property or an early release commercial property; or
 - (b) for the benefit of Ngāti Paoa or a representative entity; and
 - 4.7.4 require any resumptive memorial to be removed from a certificate of title or computer register for a cultural redress property, a purchased commercial property, the Pouarua Farm property or an early release commercial property; and
 - 4.7.5 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 Ngāti Paoa Iwi Trust, being the governance entity, may hold or deal with property; and
 - (ii) the Ngāti Paoa Iwi Trust may exist; and
 - 4.7.6 require the Chief Executive of the Ministry of Justice to make copies of this deed publicly available.

DEED OF SETTLEMENT

4: SETTLEMENT

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

DEED OF SETTLEMENT

5 CULTURAL REDRESS

CULTURAL REDRESS PROPERTIES

- 5.1 The settlement legislation will, on the terms provided by sections 22 to 59 and sections 61 to 63 of the draft settlement bill, vest in the governance entity on the settlement date –

Kaiaua

- 5.1.1 the fee simple estate in the Kaiaua School property, subject to the governance entity providing a registrable lease in relation to that property in the form in the documents schedule (being a registrable ground lease for the property, ownership of the improvements remaining unaffected by the vesting); and

Māwhitipana

- 5.1.2 the fee simple estate in Māwhitipana as a recreation reserve named Māwhitipana Recreation Reserve, with the governance entity as the administering body; and

Papakura Pā

- 5.1.3 the fee simple estate in Papakura Pā, being part of Tiritiri Matangi Island Scientific Reserve, as a scientific reserve named Papakura Pā Scientific Reserve, which will continue to be administered by the Department of Conservation under the Reserves Act 1977 as if the vesting had not occurred; and

Paoa Ururoa

- 5.1.4 the fee simple estate in Paoa Ururoa, being part of Motuihe Island Recreation Reserve, as a historic reserve named Paoa Ururoa Historic Reserve, with the governance entity as the administering body; and

Paoa Ururua

- 5.1.5 the fee simple estate in Paoa Ururua, being part of Motuihe Island Recreation Reserve, as a recreation reserve named Paoa Ururua Recreation Reserve, with the governance entity as the administering body; and

Pokai Wawahi Ika

- 5.1.6 the fee simple estate in Pokai Wawahi Ika as a recreation reserve named Pokai Wawahi Ika Recreation Reserve, with the governance entity as the administering body; and

DEED OF SETTLEMENT

5: CULTURAL REDRESS

Tauwhare Koiora site A

- 5.1.7 the fee simple estate in the part of Tauwhare Koiora marked "site A" on deed plan OTS-403-252 as a recreation reserve named Tauwhare Koiora Recreation Reserve; and

Tauwhare Koiora site B

- 5.1.8 the fee simple estate in the part of Tauwhare Koiora marked "site B" on deed plan OTS-403-252 as a historic reserve named Tauwhare Koiora Historic Reserve; and

Te Iwi Rahirahi

- 5.1.9 the fee simple estate in Te Iwi Rahirahi as a local purpose (esplanade) reserve named Te Iwi Rahirahi Local Purpose (Esplanade) Reserve, with the Auckland Council as the administering body, as if the Council were appointed to control and manage the reserve under section 28 of the Reserves Act 1977; and

Paoa Whanake

- 5.1.10 the fee simple estate in Paoa Whanake as a local purpose (marae) reserve named Paoa Whanake Local Purpose (Marae) Reserve, with the governance entity as the administering body; and

Te Waero Awe Houkura

- 5.1.11 the fee simple estate in Te Waero Awe Houkura as a recreation reserve named Te Waero Awe Houkura Recreation Reserve, –
- (a) with the Auckland Council as the administering body, as if the Council were appointed to control and manage the reserve under section 28 of the Reserves Act 1977 and, if the reserve management plan applying to this property is reviewed while the Auckland Council is the administering body the governance entity and the Auckland Council will jointly prepare and approve a separate reserve management plan for this property; and
 - (b) subject to the governance entity providing an unregistered lease in relation to Te Waero Awe Houkura in the form in the documents schedule.

PROVISIONS IN RELATION TO CERTAIN CULTURAL REDRESS PROPERTIES

Provision relating to Tauwhare Koiora site A and Tauwhare Koiora site B

- 5.2 The settlement legislation will, on the terms provided by section 53 of the draft settlement bill, provide that a joint management body will be established as the

DEED OF SETTLEMENT

5: CULTURAL REDRESS

administering body to administer the reserves referred to in clauses 5.1.7 and 5.1.8 and the adjacent recreation reserve owned by the Hauraki District Council (also known as Tauwhare Koiira Recreation Reserve) as if the reserves were vested in that body under section 26 of the Reserves Act 1977, the members of which will be appointed by the governance entity and the Hauraki District Council.

Provisions relating to Kaiaua School property

5.3 In the event that Kaiaua School property becomes surplus to the Crown's requirements, the Crown may, at any time before the date that the settlement legislation is enacted, give written notice to the governance entity that the property is no longer available to be vested as a cultural redress property.

5.4 If clause 5.3 applies –

5.4.1 the Crown's obligation to vest the Kaiaua School property will be at an end and the property will cease to be a cultural redress property; and

5.4.2 the Crown will pay the governance entity \$352,000, under clause 5.48.2.

Hauraki Gulf Marine Park

5.5 The settlement legislation will, on the terms provided by section 32 of the draft settlement bill, provide that Papakura Pā will continue to form part of the Hauraki Gulf Marine Park.

5.6 The settlement legislation will, on the terms provided by sections 25, 28 and 33 of the draft settlement bill, provide that each cultural redress property referred to in clause 5.7 be included as part of the Hauraki Gulf Marine Park.

5.7 Clause 5.6 applies in relation to each of the following cultural redress properties:

5.7.1 Paoa Ururoa:

5.7.2 Paoa Ururua:

5.7.3 Pokai Wawahi Ika.

Crown Minerals Act 1991

5.8 The settlement legislation will, on the terms provided by sections 49 and 50 of the draft settlement bill, provide that –

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

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5: CULTURAL REDRESS

- (a) Māwhitipana:
 - (b) Papakura Pā:
 - (c) Paoa Ururoa:
 - (d) Paoa Ururua:
 - (e) Pokai Wawahi Ika:
 - (f) Te Waero Awe Houkura; and
- 5.8.2 to the extent relevant, section 61(1A) and (2) (except paragraph (db)) of the Crown Minerals Act 1991 applies to each of the properties specified in clause 5.8.1; and
- 5.8.3 for the purposes of clause 5.8.2, reference to –
- (a) a Minister or Ministers or to the Crown (but not reference to a Crown owned mineral) must be read as a reference to the governance entity; and
 - (b) a Crown owned mineral must be read as including a reference to the minerals vested in the governance entity by virtue of section 110 of the draft settlement bill; and
- 5.8.4 clauses 5.8.1 to 5.8.3 do not apply if the Governor-General, by Order in Council made in accordance with section 50 of the draft settlement bill, declares that any or all of the properties specified in clause 5.8.1 are no longer to be treated as if the land were included in Schedule 4 of the Crown Minerals Act 1991.

Provisions relating to Paoa Ururoa and Paoa Ururua

- 5.9 The settlement legislation will, on the terms provided by sections 25 to 30 of the draft settlement bill, provide that each property referred to in clause 5.10 will be –
- 5.9.1 subject to the Tāmaki Makaurau motu plan under subpart 10 of Part 2 of the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014 and the administering body of the property will not be required to prepare a management plan under section 41 of the Reserves Act 1977; and
 - 5.9.2 subject to right of entry by the Crown to enter it at all times, on notice unless agreed otherwise, and with or without motor vehicles, machinery, implements of any kind, or dogs for any or all of the following purposes:

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5: CULTURAL REDRESS

- (a) species management:
- (b) monitoring pest plants or pest animals:
- (c) control of pest plants or pest animals.

5.10 Clause 5.9 applies in relation to each of the following cultural redress properties:

5.10.1 Paoa Ururoa; and

5.10.2 Paoa Ururua.

Fire and Emergency New Zealand Act 2017

5.11 The settlement legislation will, on the terms provided by sections 25, 28 and 32 of the draft settlement bill, provide that each cultural redress property listed in clause 5.12 must be treated as if it were, for the purposes of the Fire and Emergency New Zealand Act 2017, public conservation land within the meaning of section 144 of that Act.

5.12 Clause 5.11 applies in relation to each of the following cultural redress properties:

5.12.1 Paoa Ururoa:

5.12.2 Paoa Ururua:

5.12.3 Papakura Pā.

Provisions relating to Te Waero Awe Houkura

5.13 The settlement legislation will, on the terms provided by section 39 of the draft settlement bill, provide that, in relation to Te Waero Awe Houkura, while the Auckland Council is the administering body, –

5.13.1 despite the Auckland Council being the administering body, the governance entity may –

- (a) grant, accept or decline to grant any interest in land that affects Te Waero Awe Houkura, or renew or vary such an interest; and
- (b) renew or vary the existing lease (as defined in section 39(3) of the draft settlement bill); and

5.13.2 before the governance entity determines an application by any person for an interest in land in Te Waero Awe Houkura, the governance entity must consult with the Auckland Council.

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5.14 The settlement legislation will, on the terms provided by section 38A of the draft settlement bill, provide that, in relation to Te Waero Awe Houkura –

5.14.1 despite the vesting of the fee simple estate in Te Waero Awe Houkura referred to in clause 5.1.11, the improvements in or on Te Waero Awe Houkura do not vest in the governance entity; but

5.14.2 clause 5.14.1 does not apply to the improvements in respect of which an unregistered lease is required as referred to in clause 5.1.11(b).

Inalienable

5.15 The settlement legislation will, on the terms provided by section 46 of the draft settlement bill, provide that Papakura Pā will be inalienable, other than to new trustees of the Ngāti Paoa Iwi Trust.

CROWN MINERALS

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

5.16.1 despite section 11 of the Crown Minerals Act 1991 (minerals reserved to the Crown), any Crown owned minerals in any cultural redress property vested under the settlement legislation, vest with, and form part of, that property; but

5.16.2 that vesting does not –

(a) limit section 10 of the Crown Minerals Act 1991 (petroleum, gold, silver and uranium); or

(b) affect other existing lawful rights to subsurface minerals.

5.17 Sections 114 to 123 of the draft settlement bill establish a regime for the payment of royalties received by the Crown, in the previous 8 years, in respect of the vested minerals to which clause 5.16 applies.

5.18 The Crown acknowledges, to avoid doubt, that it has no property in any minerals existing in their natural condition in Maori customary land (as defined in Te Ture Whenua Maori Act 1993), other than those minerals referred to in section 10 of the Crown Minerals Act 1991 or if provided in any other enactment.

GENERAL PROVISIONS IN RELATION TO CULTURAL REDRESS PROPERTIES

5.19 Each cultural redress property is to be –

5.19.1 as described in schedule 1 of the draft settlement bill; and

5.19.2 vested on the terms provided by –

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- (a) sections 22 to 59 and sections 61 to 63 of the draft settlement bill; and
 - (b) part 2 of the property redress schedule; and
- 5.19.3 subject to any encumbrances, or other documentation, in relation to that property –
- (a) required by clauses 5.1 to 5.15 to be provided by the governance entity; or
 - (b) required by the settlement legislation; and
 - (c) in particular, referred to by schedule 1 of the draft settlement bill.

VEST AND VEST BACK

- 5.20 In clauses 5.21 and 5.22 **Pūkoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area** and **Te Haupa Island Scenic Reserve** have the meanings given to them by section 64 of the draft settlement bill.
- 5.21 The settlement legislation will, on the terms provided by sections 64, 66 and 68 of the draft settlement bill, provide that –
- 5.21.1 on the vesting date the fee simple estate of Pūkoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area and Te Haupa Island Scenic Reserve vest in the governance entity; and
 - 5.21.2 on the seventh day after the vesting date, the fee simple estate in Pūkoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area and Te Haupa Island Scenic Reserve vest back in the Crown; and
 - 5.21.3 the following matters apply as if the vestings in clauses 5.21.1 and 5.21.2 had not occurred –
 - (a) Pūkoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area remains a government purpose reserve wildlife management reserve under the Reserves Act 1977; and
 - (b) Te Haupa Island Scenic Reserve remains a scenic reserve under the Reserves Act 1977; and
 - (c) any enactment, instrument or interest that applied to Pūkoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area or Te Haupa Island Scenic Reserve immediately before the vesting date continues to apply to that property; and
 - (d) to the extent that the overlay classification applies to Pūkoro / Miranda Taramaire Government Purpose Reserve Wildlife Management

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Area or Te Haupa Island Scenic Reserve immediately before the vesting date, it continues to apply to that property; and

- (e) the Crown retains all liability for Pūkoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area and Te Haupa Island Scenic Reserve; and

5.21.4 the vestings in clauses 5.21.1 and 5.21.2 are not affected by part 4A of the Conservation Act 1987, section 10 or 11 of the Crown Minerals Act 1991, section 11 or part 10 of the Resource Management Act 1991, or any other enactment that relates to the land; and

5.21.5 the vesting of Pūkoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area referred to in clause 5.21.1 is not a disposal of RFR land under the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014; and

5.21.6 the vesting of Te Haupa Island Scenic Reserve referred to in clause 5.21.1 is not a disposal of RFR land under any enactment that provides for the reserve to be RFR land.

Vesting date

5.22 The settlement legislation will, on the terms provided by sections 64, 65 and 67 of the draft settlement bill, provide that, –

5.22.1 in relation to Pūkoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area –

- (a) the governance entity may give written notice of the proposed date of vesting to the Minister of Conservation; and
- (b) the proposed date must not be later than one year after the settlement date; and
- (c) the governance entity must give the Minister at least 40 business days' notice of the proposed date; and
- (d) the Minister must publish a notice in the *Gazette* –
 - (i) specifying the vesting date; and
 - (ii) stating that the fee simple estate in Pūkoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area vests in the governance entity on the vesting date; and

5.22.2 in relation to Te Haupa Island Scenic Reserve –

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- (a) the governance entity may give written notice of the proposed date of vesting to the Minister of Conservation; and
- (b) the proposed date must not be later than one year after the settlement date; and
- (c) the governance entity must give the Minister at least 40 business days' notice of the proposed date; and
- (d) the Minister must publish a notice in the *Gazette* –
 - (i) specifying the vesting date; and
 - (ii) stating that the fee simple estate in Te Haupa Island Scenic Reserve vests in the governance entity on the vesting date; and

5.22.3 for the purposes of clauses 5.21 and 5.22, **vesting date** means –

- (a) the date proposed by the governance entity in accordance with clause 5.22.1(a) to (c) or clause 5.22.2(a) to (c) (as relevant); or
- (b) the date one year after the settlement date, if no date is proposed.

OVERLAY CLASSIFICATION

5.23 The settlement legislation will, on the terms provided by sections 69 to 83 of the draft settlement bill, –

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

- (a) Pūkoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area (as shown on deed plan OTS-403-261);
- (b) Te Haupa Island Scenic Reserve (as shown on deed plan OTS-403-260); and

5.23.2 provide the Crown's acknowledgement of the statement of Ngāti Paoa values in relation to each of the overlay areas; and

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

- (a) when considering a conservation management strategy, conservation management plan or national park management plan, in relation to an overlay area, to have particular regard to the statement of Ngāti Paoa values, and the protection principles, for the overlay area; and

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- (b) before approving a conservation management strategy, conservation management plan or national park management plan, 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 strategy or plan on Ngāti Paoa values, and the protection principles, for the area; and
- 5.23.4 require the Director-General of Conservation to take action in relation to the protection principles; and
- 5.23.5 enable the making of regulations and bylaws in relation to the overlay areas.
- 5.24 The statement of Ngāti Paoa values, the protection principles, and the Director-General's actions are in part 1 of the documents schedule.

STATUTORY ACKNOWLEDGEMENT

- 5.25 The settlement legislation will, on the terms provided by sections 84 to 95 of the draft settlement bill, –
 - 5.25.1 provide the Crown's acknowledgement of the statements by Ngāti Paoa of their particular cultural, spiritual, historical, and traditional association with the following areas:
 - (a) Kiripaka Wildlife Scenic Reserve (as shown on deed plan OTS-403-268):
 - (b) Mangatawhiri Forest Conservation Area (as shown on deed plan OTS-403-275):
 - (c) Matietie Historic Reserve (as shown on deed plan OTS-403-262):
 - (d) Mutukaroa / Hamlin Hill (as shown on deed plan OTS-403-269):
 - (e) Ngahue Reserve (as shown on deed plan OTS-403-267):
 - (f) Paparimu Conservation Area (as shown on deed plan OTS-403-272):
 - (g) Point England (Kiano) Reserve (as shown on deed plan OTS-403-264):
 - (h) Pūkorokoro / Miranda Scenic Reserve (as shown on deed plan OTS-403-271):

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- (i) Pūkorokoro / Miranda Scientific Reserve (as shown on deed plan OTS-403-277):
 - (j) Richard Sylvan Memorial Scenic Reserve (as shown on deed plan OTS-403-273):
 - (k) Ruapotaka Reserve (as shown on deed plan OTS-403-270):
 - (l) Te Matuku Bay Scenic Reserve (as shown on deed plan OTS-403-266):
 - (m) Te Morehu Scenic Reserve (as shown on deed plan OTS-403-263):
 - (n) Vining Scenic Reserve (as shown on deed plan OTS-403-274); and
- 5.25.2 require relevant consent authorities, the Environment Court, and Heritage New Zealand Pouhere Taonga to have regard to the statutory acknowledgement; and
- 5.25.3 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
- 5.25.4 enable the governance entity, and any member of Ngāti Paoa, to cite the statutory acknowledgement as evidence of the association of Ngāti Paoa with an area.
- 5.26 The statements of association are in part 2 of the documents schedule.

PROTOCOLS

- 5.27 Each of the following protocols must, by or on the settlement date, be signed and issued to the governance entity by the responsible Minister or that Minister's delegated representative:
- 5.27.1 the primary industries protocol:
 - 5.27.2 the taonga tūturu protocol.
- 5.28 The protocols set out how the Crown will interact with the governance entity with regard to the matters specified in them.

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FORM AND EFFECT OF PROTOCOLS

5.29 Each protocol will be –

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

5.29.2 issued under, and subject to, the terms provided by sections 96 to 101 of the draft settlement bill.

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

CONSERVATION RELATIONSHIP AGREEMENT

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

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

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

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

RUAMAAHUA

5.35 The Crown will consider the operation of the Grey-Faced Petrel (Northern Muttonbird) Notice 1979 as it applies to Ruamaahua regarding its alignment with the current titi season. The Crown acknowledges the significance of Ruamaahua to Ngāti Paoa. The Crown intends that any redress over Ruamaahua provided in a Treaty settlement will include Ngāti Paoa.

PROMOTION OF RELATIONSHIPS

Local authorities

5.36 By not later than six months after the settlement date, the Minister for Treaty of Waitangi Negotiations will write a letter (**letter of facilitation**), in the form set out in part 6 of the documents schedule, to the Mayor of each local authority listed in clause 5.38.

5.37 The purpose of a letter of facilitation is to –

5.37.1 raise the profile of Ngāti Paoa with each local authority receiving it; and

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- 5.37.2 advise the local authority of matters of particular importance to Ngāti Paoa relevant to that local authority.
- 5.38 The local authorities referred to in clause 5.36 are:
- 5.38.1 Auckland Council:
 - 5.38.2 Hauraki District Council:
 - 5.38.3 Matamata-Piako District Council:
 - 5.38.4 Thames-Coromandel District Council:
 - 5.38.5 Waikato District Council:
 - 5.38.6 Waikato Regional Council.
- Crown agencies**
- 5.39 By not later than six months after the settlement date, the Director of the Office of Treaty Settlements will write a letter (**letter of introduction**), in the form set out in part 7 of the documents schedule, to the Chief Executive of each Crown agency listed in clause 5.41, introducing Ngāti Paoa and the governance entity.
- 5.40 The purpose of a letter of introduction is to –
- 5.40.1 raise the profile of Ngāti Paoa with each Crown agency receiving it; and
 - 5.40.2 provide a platform for better engagement between Ngāti Paoa and each Crown agency.
- 5.41 The Crown agencies referred to in clause 5.39 are:
- 5.41.1 Auckland District Health Board:
 - 5.41.2 Counties Manukau District Health Board:
 - 5.41.3 Department of Corrections:
 - 5.41.4 Heritage New Zealand Pouhere Taonga:
 - 5.41.5 Land Information New Zealand:
 - 5.41.6 Ministry for Women:
 - 5.41.7 Ministry of Business, Innovation and Employment:

DEED OF SETTLEMENT

5: CULTURAL REDRESS

- 5.41.8 Ministry of Education:
- 5.41.9 Ministry of Social Development:
- 5.41.10 New Zealand Police:
- 5.41.11 New Zealand Transport Agency:
- 5.41.12 Statistics New Zealand:
- 5.41.13 Waikato District Health Board:
- 5.41.14 Waitemata District Health Board.

STATEMENTS OF ASSOCIATION

- 5.42 The Crown acknowledges that Ngāti Paoa have associations with, and assert certain spiritual, cultural, historical and traditional values in relation to the following –
 - 5.42.1 Hauraki Gulf / Tīkapa Moana:
 - 5.42.2 Kōpuatai Wetland Area:
 - 5.42.3 Maungarei / Mount Wellington:
 - 5.42.4 Maungauika:
 - 5.42.5 Maungawhau / Mount Eden:
 - 5.42.6 Moehau maunga:
 - 5.42.7 Motuihe Island / Te Motu-a-Ihenga:
 - 5.42.8 Motutapu Island:
 - 5.42.9 Ōtāhuhu / Mount Richmond:
 - 5.42.10 Rangitoto Island:
 - 5.42.11 Takarunga / Mount Victoria:
 - 5.42.12 Te Aroha maunga.
- 5.43 The statements by Ngāti Paoa of their associations and values in relation to the areas referred to in clause 5.42 are set out in part 3 of the documents schedule.

DEED OF SETTLEMENT

5: CULTURAL REDRESS

- 5.44 The parties acknowledge that the acknowledgement in clause 5.42, and the statements referred to in clause 5.43 are not intended to give rise to any rights or obligations.

CROWN PROTECTED AREA NAMES

- 5.45 The settlement legislation will, from the settlement date, on the terms provided by section 102 of the draft settlement bill, alter the name of the following Crown protected area set out in the first column to the name set out in the second column:

Existing Crown protected area name	Altered Crown protected area name
Te Haupa (Saddle) Island Scenic Reserve	Te Haupa Island Scenic Reserve
Miranda Taramaire Government Purpose Reserve Wildlife Management Area	Pūkoro / Miranda Taramaire Government Purpose Reserve Wildlife Management Area
Miranda Scenic Reserve	Pūkoro / Miranda Scenic Reserve
Miranda Scientific Reserve	Pūkoro / Miranda Scientific Reserve

- 5.46 The settlement legislation will, from the settlement date, on the terms provided by section 102 of the draft settlement bill, alter the name of that part of the Crown protected area named Tiritiri Matangi Island Scientific Reserve that is the cultural redress property Papakura Pā to the name Papakura Pā Scientific Reserve.

PLACEMENT OF POU WHENUA

- 5.47 The settlement legislation will, on the terms provided by section 60 of the draft settlement bill, provide that –

- 5.47.1 the Minister of Conservation has granted approval to fix or place on the following areas permanent pou whenua that reflect Ngāti Paoa associations with those areas (**activity**) on –

- (a) Te Haupa Island Scenic Reserve;
- (b) Papakura Pā Scientific Reserve; and

- 5.47.2 the Director-General may grant approval to the activity only if the Director-General is satisfied –

- (a) with the size and location of the pou whenua; and
- (b) that the activity will comply with the Resource Management Act 1991; and

DEED OF SETTLEMENT

5: CULTURAL REDRESS

- (c) that the activity will comply with any other relevant enactment; and
- 5.47.3 the governance entity will –
 - (a) comply with building and planning regulations and all other relevant enactments; and
 - (b) be responsible, at its cost, for the construction, consents and ongoing maintenance associated with the activity; and
- 5.47.4 for the purposes of the Reserves Act 1977, if the governance entity carries out the activity in accordance with clause 5.47.1 to 5.47.3, be treated as having carried out the activity with the approvals or consents required under that Act.

CULTURAL REDRESS PAYMENT

- 5.48 The Crown must pay the governance entity on the settlement date –
 - 5.48.1 \$1,000,000 and the governance entity may, at its discretion, apply all or some of that amount towards cultural revitalisation and a property of cultural significance; and
 - 5.48.2 if clause 5.3 applies, \$352,000, in relation to the Kaiaua School property.

CULTURAL REDRESS GENERALLY NON-EXCLUSIVE

- 5.49 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.
- 5.50 However, the Crown must not enter into another settlement that provides for the same redress as set out in clause 5.1 and clauses 5.16 to 5.18 as they relate to clause 5.1.

DEED OF SETTLEMENT

6 FINANCIAL AND COMMERCIAL REDRESS

FINANCIAL REDRESS

- 6.1 The Crown must pay the governance entity on the settlement date \$4,242,833, being the financial and commercial redress amount of \$23,500,000 less –
- 6.1.1 \$1,000,000 (**Railways payment**), being the payment made on 15 July 1996 to the trustees of the Ngāti Paoa Whanau Trust; and
- 6.1.2 [\$30,000, being the agreed portion of the agreed transfer value of the property referred to in clause 7.7.8; and]
- 6.1.3 [\$1,800,000, being the agreed portion of the agreed transfer value of the property referred to in clause 7.7.11 on account of the settlement; and]
- 6.1.4 \$302,167, being the agreed portion of the agreed transfer value of the property referred to in clause 7.5 on account of the settlement; and
- 6.1.5 \$15,625,000 (**Pouarua on-account payment**), being that part of the on-account payment that was paid on 15 November 2013 to the Pouarua Farm Limited Partnership attributable to Ngāti Paoa on account of the settlement; and
- 6.1.6 \$500,000 (**cash on-account payment**), being the on-account payment that was paid on 18 August 2014 to the governance entity on account of the settlement.

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

RAILWAYS PAYMENT

- 6.2 Ngāti Paoa and the Crown acknowledge the Railways payment redress was taken into account, and treated as an on-account payment, for the purposes of determining the redress under this deed.

EARLY RELEASE COMMERCIAL PROPERTIES

- 6.3 The parties acknowledge that on 7 December 2015 the Crown transferred to the governance entity, on the terms and conditions agreed to by the parties in a counter-signed letter dated 5 August 2015 and in a subsequent agreement for sale and purchase, the early release commercial properties listed in part 5 of the property redress schedule.

DEED OF SETTLEMENT

6: FINANCIAL AND COMMERCIAL REDRESS

COMMERCIAL PROPERTIES

- 6.4 The governance entity may, during the period from the date of this deed to 60 business days before the settlement date by giving the Crown written notice, elect to purchase a commercial property.
- 6.5 Each commercial property that the governance entity elects to purchase in accordance with clause 6.4 is to be –
- 6.5.1 sold by the Crown to the governance entity on the settlement date and on the terms of transfer in part 4 of the property redress schedule; and
 - 6.5.2 as described, and is to have the transfer value provided, in part 3 of the property redress schedule.
- 6.6 In relation to each commercial property that the governance entity elects to purchase in accordance with clause 6.4, the Crown and the governance entity are to be treated as having entered into an agreement for the sale and purchase of that commercial property at its transfer value plus GST if any, on the terms in part 4 of the property redress schedule and under which on the settlement date –
- 6.6.1 the Crown must transfer the property to the governance entity; and
 - 6.6.2 the governance entity must pay to the Crown an amount equal to the transfer value of the property, plus GST if any, by –
 - (a) the SCP system, as defined in Guideline 6.2 of the New Zealand Law Society's Property Law Section's Property Transactions and E-Dealing Practice Guidelines (April 2015); or
 - (b) another payment method agreed by the parties.
- 6.7 The transfer of each purchased commercial property will be subject to, and where applicable with the benefit of, the encumbrances provided in the property redress schedule in relation to that property.

SETTLEMENT LEGISLATION

- 6.8 The settlement legislation will, on the terms provided by sections 103 to 107 of the draft settlement bill, enable the transfer of the commercial properties.

POINT ENGLAND HOUSING DEVELOPMENT OPPORTUNITY

- 6.9 The parties acknowledge that, the Crown has agreed to offer Ngāti Paoa the opportunity to purchase, before the settlement date, for the development of housing, the development land made available by the Point England Development Enabling Act 2017 being 11.6921 hectares, more or less, and being Section 1 SO 503726 held in computer freehold register 798085. The terms of the opportunity, including the

DEED OF SETTLEMENT

6: FINANCIAL AND COMMERCIAL REDRESS

conditions which must be met, were agreed to by the parties through a counter-signed letter dated 13 October 2016.

APPLICATION OF CROWN MINERALS ACT 1991

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

6.10.1 despite section 11 of the Crown Minerals Act 1991 (minerals reserved to the Crown), any Crown owned minerals in –

- (a) any early release commercial property transferred to the governance entity; or
- (b) any purchased commercial property transferred to the governance entity under this deed; or
- (c) the Pouarua Farm property,

transfer with, and form part of, that property; but

6.10.2 that transfer does not –

- (a) limit section 10 of the Crown Minerals Act 1991 (petroleum, gold, silver and uranium); or
- (b) affect other existing lawful rights to subsurface minerals.

6.11 Sections 114 to 123 of the draft settlement bill establish a regime for the payment of royalties received by the Crown, in the previous 8 years, in respect of the vested minerals to which clause 6.10 applies.

6.12 The Crown acknowledges, to avoid doubt, that it has no property in any minerals existing in their natural condition in Maori customary land (as defined in Te Ture Whenua Maori Act 1993), other than those minerals referred to in section 10 of the Crown Minerals Act 1991 or if provided in any other enactment.

DEED OF SETTLEMENT

7 COLLECTIVE REDRESS

DEEDS PROVIDING COLLECTIVE REDRESS

7.1 Ngāti Paoa is –

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

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

7.1.3 one of the 12 Iwi of Hauraki;

7.1.4 a party to the Pare Hauraki Collective Redress Deed between the Crown and the Iwi of Hauraki;

7.1.5 one of the iwi of the Marutūāhu Iwi; and

7.1.6 a party to the Marutūāhu Iwi Collective Redress Deed between the Crown and the Marutūāhu Iwi.

NGĀ MANA WHENUA O TĀMAKI MAKĀURAU COLLECTIVE REDRESS

7.2 The parties record that the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed –

7.2.1 provides for the following redress:

Cultural redress in relation to Tāmaki Makaurau area

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

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

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

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

DEED OF SETTLEMENT

7: COLLECTIVE REDRESS

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

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

Commercial redress in relation to RFR land

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

Right to purchase any non-selected deferred selection properties

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

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

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

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

- 7.3 The Minister for Treaty of Waitangi Negotiations must, before the settlement date, give notice to the relevant persons in accordance with section 120 of the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Act 2014 that each cultural redress property that is situated in the RFR area (as defined in the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed) ceases to be RFR land (as defined in the Ngā Mana Whenua o Tāmaki Makaurau Collective Redress Deed) for the purposes of that Act. To avoid doubt, this clause will not apply to the Kaiaua School property if clause 5.3 applies.

PARE HAURAKI COLLECTIVE REDRESS

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

DEED OF SETTLEMENT

7: COLLECTIVE REDRESS

summary and the Pare Hauraki Collective Redress Deed, the Pare Hauraki Collective Redress Deed prevails:

Cultural redress

- 7.4.1 vesting of 1,000 hectares at Moehau maunga in fee simple subject to government purpose (Pare Hauraki whenua kura and ecological sanctuary) reserve status, and co-governance and other arrangements over the entire 3,600 hectare Moehau Ecological Area, including the ability to undertake specified cultural activities as permitted activities:
- 7.4.2 vesting of 1,000 hectares at Te Aroha maunga in fee simple subject to local purpose (Pare Hauraki whenua kura) reserve status being administered by the Pare Hauraki collective cultural entity:
- 7.4.3 governance arrangements in relation to public conservation land, including a decision-making framework (which encompasses a regime for consideration of iwi interests including in relation to concession applications), recognition of the Pare Hauraki World View, and other arrangements including the joint preparation and approval of a Conservation Management Plan covering the Coromandel Peninsula, motu⁴ and wetlands⁵:
- 7.4.4 transfer of specific decision-making powers from the Department of Conservation to iwi, including in relation to customary materials and possession of dead protected fauna; a wāhi tapu management framework; and review of the Conservation Management Strategy to ensure Pare Hauraki values and interests are provided for:
- 7.4.5 natural resource management and governance arrangements over the Waihou and Piako Rivers, the Coromandel Peninsula catchment, the Mangatangi and Mangatawhiri waterway catchments, the Whangamarino wetland and the Tauranga Moana catchments and coastal marine area:
- 7.4.6 a statutory acknowledgement over the Kaimai Mamaku Range:
- 7.4.7 \$3,000,000 funding and other support for te reo revitalisation:
- 7.4.8 Ministry for Primary Industries redress, including a right of first refusal over fisheries quota for a period of 176 years from the date the right becomes operative, and recognition of the Pare Hauraki World View by the three principal Acts administered by the Ministry for Primary Industries:
- 7.4.9 changing the geographic names of specified areas of significance:
- 7.4.10 a letter of introduction to the responsible Ministers under the Overseas Investment Act 2005 in relation to sensitive land sales:

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

⁵ Including Kopuatai, Torehape and Taramaire wetlands.

DEED OF SETTLEMENT

7: COLLECTIVE REDRESS

- 7.4.11 \$500,000 towards the Pare Hauraki collective cultural entity:

Commercial redress

- 7.4.12 the transfer of the Kauaeranga, Tairua, Whangamata and Whangapoua Forests, the Hauraki Athenree Forest and Hauraki Waihou Forest (being licensed land as defined in the Pare Hauraki Collective Redress Deed):
- 7.4.13 the early release of certain landbank properties and transfer of other landbank properties on the settlement date:
- 7.4.14 the right to purchase specific parcels of land administered by the Department of Conservation on a deferred selection basis:
- 7.4.15 a right of first refusal over RFR land (as defined in the Pare Hauraki Collective Redress Deed), including land held by Crown entities and the Housing New Zealand Corporation, and the Cuvier lighthouse, for a period of 176 years from the date the right becomes operative:
- 7.4.16 additional rights of refusal over land in Tauranga (for a period of 176 years) and Waikato (as defined in the Pare Hauraki Collective Redress Deed):

Minerals

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

Pare Hauraki Landbank Property

- 7.5 The parties acknowledge that it is intended that Feisst Road/Bell Road, Maramarua must be transferred by the Pare Hauraki collective commercial entity to the governance entity, jointly with the trustees of the Ngāti Maru Rūnanga Trust, the Ngāti Tamatera Treaty Settlement Trust and the Ngaati Whanaunga Ruunanga Trust, as an early release commercial redress property, as referred to in the Pare Hauraki Collective Redress Deed.

Housing New Zealand Corporation right of first refusal

- 7.6 The parties acknowledge that the governance entity will be entitled to receive any right of first refusal offer received by the Pare Hauraki collective commercial entity under the Pare Hauraki Collective Redress Deed in respect of the following properties:

DEED OF SETTLEMENT

7: COLLECTIVE REDRESS

Land holding agency	Housing New Zealand Corporation	
Property ID	Address	Legal Description
TUS0007424	Thames	0.0278 hectares, more or less, being Lot 1 DPS 85641. All computer freehold register SA67D/522
TUS0007425	Thames	0.0328 hectares, more or less, being Lot 2 DPS 85641. All computer freehold register SA67D/523
TUS0007365	Thames	0.0275 hectares, more or less, being Lot 1 DPS 86179. All computer freehold register SA67D/863
TUS0007366	Thames	0.0331 hectares, more or less, being Lot 2 DPS 86179. All computer freehold register SA67D/864

MARUTŪĀHU IWI COLLECTIVE REDRESS

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

Cultural redress

- 7.7.1 vesting of land at the following properties:

- (a) Omahu property (Maungarei):
- (b) Moutohora property (Motuora):
- (c) Marutūāhu property (Mahurangi):
- (d) Te Wharekura property (Tiritiri Matangi):
- (e) Te Mokai a Tinirau property (Motuihe):
- (f) Mangoparera Pā property (Motuihe):
- (g) Taurarua property A:
- (h) [Taurarua property B]:
- (i) Whangaparaoa property:
- (j) Te Kawau Tu Maru property (Kawau):

DEED OF SETTLEMENT

7: COLLECTIVE REDRESS

- 7.7.2 vesting of the Fort Takapuna Guardhouse on the Fort Takapuna Recreation Reserve:
- 7.7.3 transfer of the Sunny Bay Wharf on Kawau Island:
- 7.7.4 statutory acknowledgements for Motutapu area, Fort Takapuna area, Waipapa area, Taurarua area and Mutukaroa / Hamlin Hill:
- 7.7.5 a coastal statutory acknowledgement for Ngāi Tai Whakarewa Kauri Marutūāhu Iwi:
- 7.7.6 a relationship agreement with the New Zealand Transport Agency in relation to Waipapa:
- 7.7.7 a letter from the Minister for Treaty of Waitangi Negotiations to the Auckland Council regarding inclusion of Mutukaroa / Hamlin Hill in the integrated management plan prepared and approved by the Tūpuna Maunga o Tāmaki Makaurau Authority:

Commercial redress

- 7.7.8 the transfer of part 6-10 Homestead Drive, Mt Wellington:
- 7.7.9 the transfer of the Maramarua Forest on specified terms:
- 7.7.10 [the purchase of New Zealand Defence Force properties on the North Shore and Whangaparaoa Peninsula on specified terms:]
- 7.7.11 the transfer of the Anzac Street, Takapuna property as an early release property:
- 7.7.12 the opportunity to purchase, for two years from settlement date, the following deferred selection properties:
 - (a) specified landbank properties:
 - (b) the Panmure Probation Centre and the Boston Road Probation Centre subject to leaseback to the Department of Corrections:
 - (c) specified school sites (land only) subject to selection criteria and leaseback to the Ministry of Education:
- 7.7.13 the transfer of the Torpedo Bay property on specified terms with Ngāi Tai ki Tāmaki as a purchase and lease back to the Crown:
- 7.7.14 the deferred purchase of land at Waipapa administered by the New Zealand Transport Agency on specified terms and for a 35 year period from settlement date:

DEED OF SETTLEMENT

7: COLLECTIVE REDRESS

- 7.7.15 a right of first refusal over exclusive RFR land in the Kaipara region for a period of 177 years from settlement date:
- 7.7.16 a right of first refusal for shared RFR land with Ngāti Whātua o Kaipara over specified properties in the Kaipara region for a period of 169 years from its commencement date:
- 7.7.17 a shared right of first refusal with Te Kawerau ā Maki and Ngāti Whātua over RFR land in a specified area in the Mahurangi region for a period of 173 years from its commencement date.



DEED OF SETTLEMENT

8 HARBOURS

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

DEED OF SETTLEMENT

8: HARBOURS

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

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

DEED OF SETTLEMENT

9 SETTLEMENT LEGISLATION, CONDITIONS, AND TERMINATION

SETTLEMENT LEGISLATION

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

SETTLEMENT CONDITIONAL

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

EFFECT OF THIS DEED

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

DEED OF SETTLEMENT

9: SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

- 9.8.2 in particular, may not be used as evidence in proceedings before, or presented to, the Waitangi Tribunal, any court, or any other judicial body or tribunal.
- 9.9 Clause 9.8 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

TERMINATION

- 9.10 The Crown or the governance entity may terminate this deed, by notice to the other, if –
- 9.10.1 the settlement legislation has not come into force within 36 months after the date of this deed; and
- 9.10.2 the terminating party has given the other party at least 40 business days' notice of an intention to terminate.
- 9.11 If this deed is terminated in accordance with its provisions, –
- 9.11.1 this deed (and the settlement) are at an end; and
- 9.11.2 subject to this clause, this deed does not give rise to any rights or obligations; and
- 9.11.3 this deed remains “without prejudice”; but
- 9.11.4 the parties intend that –
- (a) the on-account payments;
 - (b) the property referred to in clause 7.5, if that property is transferred pursuant to the Pare Hauraki Collective Redress Deed;
 - (c) [the property referred to in clause 7.7.11, if that property is transferred pursuant to the Marutūāhu Iwi Collective Redress Deed;]
 - (d) the early release commercial properties referred to in clause 6.3; and
 - (e) the Point England housing development opportunity referred to in clause 6.9,

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

DISSOLUTION OF WAIHEKE STATION TRUST

- 9.12 The settlement legislation will, on the terms provided by sections 125 to 142 of the draft settlement bill –

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9: SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

- 9.12.1 dissolve the Waiheke Station Trust; and
- 9.12.2 vest the assets and liabilities of the Waiheke Station Trust in the governance entity.

WAIHEKE STATION FARM LAND STATUS

- 9.13 The settlement legislation will, on the terms provided by sections 125, 143 and 144 of the draft settlement bill, provide for the jurisdiction of the Māori Land Court to make an order to declare, on application from the governance entity, the Waiheke Station Farm ceases to be Māori freehold land.

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10 GENERAL, DEFINITIONS AND INTERPRETATION

GENERAL

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

HISTORICAL CLAIMS

- 10.2 In this deed, **historical claims** –
- 10.2.1 means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that Ngāti Paoa, or a representative entity, had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that –
 - (a) is, or is founded on, a right arising –
 - (i) from Te Tiriti o Waitangi/the Treaty of Waitangi or its principles; or
 - (ii) under legislation; or
 - (iii) at common law, including aboriginal title or customary law; or
 - (iv) from fiduciary duty; or
 - (v) otherwise; and
 - (b) arises from, or relates to, acts or omissions before 21 September 1992 –
 - (i) by, or on behalf of, the Crown; or

DEED OF SETTLEMENT

10: GENERAL, DEFINITIONS AND INTERPRETATION

(ii) by or under legislation; and

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

- (a) Wai 10 – Waiheke Island claim:
- (b) Wai 72 – Ngāti Paoa Lands and Fisheries claim:
- (c) Wai 321 – Treaty of Waitangi Fisheries Commission claim:
- (d) Wai 365 – Matakana Island (No.3) claim:
- (e) Wai 369 – Waiheke Island Land claim:
- (f) Wai 392 – Te Runanga O Ngati Paoa claim:
- (g) Wai 563 – Kaiaua School Lands claim:
- (h) Wai 810 – Waiheke Island Domain and Te Huruhi Lands claim:
- (i) Wai 826 – Te Kawakawa Block (Clevedon) claim:
- (j) Wai 1492 – Tikirahi Marae Trust claim:
- (k) Wai 1889 – Ngāti Paoa (Andrews) claim; and

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

- (a) Wai 96 – East Wairoa Raupatu claim:
- (b) Wai 100 – Hauraki Māori Trust Board claim:
- (c) Wai 345 – Fairburn Block claim:
- (d) Wai 364 – Tamaki-Hauraki (Tooke) claim:
- (e) Wai 373 – Maramarua State Forest claim:
- (f) Wai 374 – Auckland Central Railways Land claim:
- (g) Wai 394 – Central Auckland Railway Lands claim:

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- (h) Wai 454 – Marutūāhu Tribal Region claim:
- (i) Wai 475 – Whangapoua Forest claim:
- (j) Wai 496 – Tamaki Girls College and Other Lands within Tāmaki Makaurau claim:
- (k) Wai 650 – Athenree Forest and Surrounding Lands claim:
- (l) Wai 693 – Matamataharakeke Blocks claim:
- (m) Wai 704 – Whangamata 4D4B2A block and other blocks claim:
- (n) Wai 720 – Mahurangi-Omaha (Hauraki Gulf) claim:
- (o) Wai 808 – Hoe O Tainui Ki Mahurangi Land claim:
- (p) Wai 811 – Coromandel Township and Other Lands (Te Patukirikiri) claim:
- (q) Wai 812 – Marutūāhu Land and Taonga claim:
- (r) Wai 887 – Ngawaka Tautari Lands (Auckland Kaipara) claim:
- (s) Wai 968 – Korohere Ngapo Harataunga Lands claim:
- (t) Wai 1530 – Descendants of Hurikino Hetaraka and Mihi Herewini claim:
- (u) Wai 1696 – Tararu Land (Nicholls) claim:
- (v) Wai 1702 – Ngāti Paoa and Te Urikaraka (Andrews) claim:
- (w) Wai 1807 – Descendants of Tipa claim:
- (x) Wai 1825 – Descendants of Hetaraka Takapuna claim:
- (y) Wai 1891 – Ngaromaki Block Trust Mining claim:
- (z) Wai 1897 – Boyd Turongo Dixon claim:
- (aa) Wai 2039 – Ngāti Amaru and Ngāti Pou Lands claim:
- (bb) Wai 2169 – Descendants of Hetaraka Takapuna claim:

DEED OF SETTLEMENT

10: GENERAL, DEFINITIONS AND INTERPRETATION

(cc) Wai 2298 – WT Nicholls Estate Lands and Resources (Tukerangi) claim.

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

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

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

10.4 To avoid doubt, clause 10.2.1 is not limited by clauses 10.2.2 or 10.2.3.

NGĀTI PAOA

10.5 In this deed, **Ngāti Paoa** means –

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

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

(a) Ngāti Paoa O Wharekaho:

(b) Ati Taheke:

(c) Ngāti Horowhenua:

(d) Matekiwaho:

(e) Ngai Tauaiwi:

(f) Ngāti Huia:

(g) Ngāti Hura:

(h) Ngāti Huruhuru:

(i) Ngāti Kaiwhakapae:

(j) Ngāti Kapu:

(k) Ngāti Kauahi:

DEED OF SETTLEMENT

10: GENERAL, DEFINITIONS AND INTERPRETATION

- (l) Ngāti Koura:
- (m) Ngāti Kupenga:
- (n) Ngāti Mahia:
- (o) Ngāti Manawa:
- (p) Ngāti Manu Aute:
- (q) Ngāti Ngāmuri:
- (r) Ngāti Omakau:
- (s) Ngāti Parengaherehere/Pare:
- (t) Ngāti Paretipa:
- (u) Ngāti Piri:
- (v) Ngāti Pōkai:
- (w) Ngāti Putoa:
- (x) Ngāti Raukura:
- (y) Ngāti Rauheha/Rauwhea:
- (z) Ngāti Rerekau:
- (aa) Ngāti Ringatahi:
- (bb) Ngāti Rurangi:
- (cc) Ngāti Te Aho:
- (dd) Ngāti Te Awa:
- (ee) Ngāti Te Hiko:
- (ff) Ngāti Te Umu:
- (gg) Ngāti Taharoku:
- (hh) Ngāti Tahuna:

DEED OF SETTLEMENT

10: GENERAL, DEFINITIONS AND INTERPRETATION

- (ii) Ngāti Tarao:
- (jj) Ngāti Taukiri:
- (kk) Ngāti Taurua:
- (ll) Ngāti Tipa:
- (mm) Ngāti Tuahuru:
- (nn) Ngāti Tuwhanga:
- (oo) Ngāti Waitarata:
- (pp) Ngāti Whata:
- (qq) Te Aho Mate ki Tātahi:
- (rr) Te Hingawaka:
- (ss) Te Huruhuru:
- (tt) Te Iwitanupo:
- (uu) Te Korohura:
- (vv) Te Kupenga:
- (ww) Te Mate Tokorua:
- (xx) Te Rapupō:
- (yy) Te Taharoku:
- (zz) Te Uri Karaka:
- (aaa) Te Uri a Haupa:
- (bbb) Tahakoko:
- (ccc) Upokotoia;
- (ddd) Waihinu; and

10.5.3 every individual referred to in clause 10.5.1.

DEED OF SETTLEMENT

10: GENERAL, DEFINITIONS AND INTERPRETATION

10.6 For the purposes of clause 10.5.1 –

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

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

10.6.2 **Ngāti Paoa tupuna or ancestor** means an individual who –

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

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

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

MANDATED NEGOTIATORS

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

10.7.1 Anthony Dean Morehu Wilson, Papakura, Auckland, airport emergency service officer; and

10.7.2 Hauāuru Eugene Raymond Rawiri, Papakura, Auckland, Kaihautū, Ngāti Paoa Iwi Trust.

ADDITIONAL DEFINITIONS

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

INTERPRETATION

DEED OF SETTLEMENT

10: GENERAL, DEFINITIONS AND INTERPRETATION

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

DEED OF SETTLEMENT

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

SIGNED by **THE TRUSTEES OF THE NGĀTI PAOA IWI TRUST** as trustees of that trust and for and on behalf of **NGĀTI PAOA** in the presence of –

Bryce Herron

Gary Thompson

WITNESS

Name:

Occupation:

Address:

SIGNED by the mandated negotiators for and on behalf of **NGĀTI PAOA** in the presence of –

Anthony Dean Morehu Wilson

Hauāuru Eugene Raymond Rawiri

WITNESS

Name:

Occupation:

Address:

Handwritten signature/initials

DEED OF SETTLEMENT

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

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

Hon Christopher Finlayson

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

Hon Steven Leonard Joyce

WITNESS

Name:

Occupation:

Address: