TE RARAWA

and

THE CROWN

DEED OF SETTLEMENT OF HISTORICAL CLAIMS

[INSERT SIGNING DATE]

KARAKIA

Na Pā Hēnare Tate

E te Atua Matua
kō koe te kaihanga o te rangi me te whenua
te mātāpuna o te ora, o te tapu.
Ko tō mātou inoi tēnei hōutia tō rongo
ki runga i te whenua, ki waenganui i te tangata.
Tirohia atawhaitia te kaupapa tātari
i ngā take pā ki te Tiriti o Waitangi.
Arohaina tonutia ngā tīkanga kawe
i te kaupapa kia puta mārama ai
te rangatiratanga o te tangata, o te whenua.
Werohia mātou ki te tao o te pono
kia tūtuki, rawatia ēnei take.
E te Atua, kia aroha nui nei ki a mātou.
Kō koe hoki te tīmatanga me to whakatūtukitanga o ngā mea katoa.

MIHI

Ki te mano me te tini o ngā tūpuna i paiheretia te mauri o Te Rarawa
ngā mihi whānui atu ki a rātou, kua wehe atu ki tua o te arai
ki roto i te wharara o te rangi, ki pūōrangi,
ka tau ki hororangi, koia e heke nei te tangata ki te pō,
e rere nei te wairua ki te rangi.

Papa te whatitiri uira kapakapa ki runga o ngā maunga hirahira o Te Rarawa,
hikihiki rangi kō Tāne, kō wai tērā ki te whakapūaki ki ngā kete o aronui, tuāuri, tuātea,
mā wai rā e whakakapi ngā kōhao whakaputa, mā te Kuini pea?
Kā nui te rarunga o Te Rarawa i roto i ngā tau o te ture muru whenua,
a i rawakoretia ngā uri whakaheke.
Nā wai rā ēnei mahi whakareianga, kō kitea ehara kō te Kuini.
E ngā hapū o Te Rarawa maranga ki runga,
manaakitia tō iwi, herea te tangata ki te whenua toenga.
Ngā maramara i tohetia i te Whare Mīere, ō rātou i para te huarahi i te roanga.
Ngā pitihana māringi, ngā hīkoitanga tautohe,
ngā ngaio ki ngā kooti teitei aue ina te kohuretanga.
Kō te whakapapatanga kia whiwhi i te korōria o te aiotanga,
i roto i ngā pono me te tika o ngā tatūranga kerēme hauora ki te tangata.

WAIATA

Waiata Pao, Kaitito, Hohepa Cooper

Ka muku muku

Ka muku muku, Ka meke meke
E kore! E kore! E kore rawa
Te Karauna e whakaae
Ki te muku katotia tōna poapoa
I roto i ngā takotoranga kupu
Mō ngā kerēme māringi o Te Rarawa
Ina te kohuretanga
Me pēhea rā e angamua ai i roto
I ngā wetewete o Te Tāpeta
Te kaha o te tika, te kaha o te pono
Ina te kohuretanga
Kua pau haere ngā tau, e haere ana
I te roanga - ai - ee e homa,
ko tū anō he, kāwanatanga,
Kūmea, kūmea, kūmea e Te Rarawa
Hikitia hikitia ngā wawata
Tō mana motuhake! Tō tino rangatiratanga!
Tītiro ki ngā tūpuna i para te huarahi
Mai Te Riu-o-Hokianga
Ki te Oneroa ki te tere terenga
O te huka i Hukatere e-i-e
Hei korowai mō ngā uri tupu
Kūmea kūmea, kūmea!
Tō waka Tīnana, te tūpuna Tūmoana
Nā te hekenga i hōra te tuapapa
I te moana-nui-a-Kiwa, ki te moana
Tāpokopoko-o-Tāwhaki
Ki te Papatuputupu whenua
I te pū o te ika, i te tai-hau-a-uru
E-i - Ngarunui, Ngaruroa, Ngaru-paewhenua e
Ka hara mai te toki o haumia-e, hui-e, taiki-e.

Waiata tangi mō Pōroa

Ka mate rā koe ka mate rā koe
I tētahi o pīpine i tētahi Oropaki
I patu patua ai
Ka pīpine te tangata,
Pīpine atu nā Te Rarawa
Kei Nūmaka kei Kōpanga
Kei ngā kainga e rua o Uenuku
Tēnā pea kei tū a te tai uru
Kei ngā pito kōwhatu
i raro o Waipuna

Waiata tangi mō Te Hūhū

Teia te uira e hiko i te rangi,
E wāhi rua ana rā runga o Tauwhare,
Kaore ia nei ko te tohu o te mate.
Unuhia noatia te ata o Whāro.
I haere wareware ko te hoa i ahau;
Takiri whakarere te pua i tō ringa,
Rongo mai Haranui, Uenukuwareware.
E ui ana koe, kei hea te mārama?
He Tangaroamua, he paunga koiekore.
Ka rūmaki atu koe i runga o Raukawa,

Kei runga rā pea koe kei Te Hoi-o-Māui
Kei runga kei o pukupuke nohoanga kōrero
Ki te riri kia marama koe te tītiro
Ngā tai Aupaki i waho o hirahira
Ngā tai kōrero
Te tai whakahui
Te tai o Miruhara
Ka whati rā i te kawa o Rāhiri
e ngaua i te rangi
E kore koe e ora
I te uma kakai a Te Aupōuri
Ka pau te tīpona waiho kia takoto
Tau noa hoki koe i te Kahu Rāpaki
Tau noa hoki koe ki te ranga pa ruru
Kia tīaina koe te Huia o Tūtonga kia pohoitia
He takapu noho uru
Kia tirohia atu tō mata whakarewa
Ki te wai ngārahu tō ihu whakatara
Te ihu o Taiwhanga ko te toki rā tēnā
I haua ai Te Papa o Māui
I haratuatia ai
Te Mānunu o Whāngai me ōna āhua
Ka moe naia te wheao
o te ngō me te ngāna
o Tu Mete ngāna
Hau riri engari rā ia
Tō tuakana a Hongi Hika
Ka pau te Horahora
Ka pau te tau aki iii.
Ka rere whakawahine te tonga o te rā.
E tangi haere ana ngā tai o te uru,
Te papa o Whareana tō ara haerenga;
Tāhuhu kau ana ngā puke i te tonga.
Ka hutia te tohunga ki runga ki a Rona,
Ka whakairia nei, e i!
Uakina ake rā te tatau o te rangi,
Kia piki atu koe i te rangi tuātahi,
I te rangi tuārua. E tae ki raro ra,
I roto o Waimako. Ka tokia tō kiri.
Ko te pakipaki o te ao, ka maunu mai nei,
Ko te taroi o te riri, e i!
Ko Te Tai, ko Te Ataoterangi i mahue ake nei;
Whakapiri rā ia Te Whetuitetonga,
Atutahi ma Rēhua, e i!
Ehara, e te hoa, he utanga kupu au
Na rau o iwi, na rau o tangata.
Ka ngaro ngā iwi, ka rū te whenua;
Ka poua taua ngā pou tū noa
I roto o Waimako. Ka tokia to kiri
E te tōmairangi whenua i roto o Hokianga;
Ka timu ngā tai, ka mokaia hoki, e i!
E tītiro ana hau te puia tū noa
I runga i a Heke, tineia kia mate,
Kia mate rawa hoki, kei tae hoki ake.
E mahara ana roto ki te kino rā ia,
Ka tauwehea nei, e i!

PURPOSE OF THIS DEED

This deed:

- sets out an account of those acts and omissions of the Crown before 21 September 1992 that affected Te Rarawa and breached Te Tiriti o Waitangi / the Treaty of Waitangi and its principles;
- provides an acknowledgment by the Crown of the Treaty breaches and an apology;
- settles the historical claims of Te Rarawa;
- specifies the cultural redress, and the financial and commercial redress, to be provided in settlement to Te Rūnanga o Te Rarawa, which has been approved by Te Rarawa to receive the redress;
- includes definitions of:
  - the historical claims; and
  - Te Rarawa;
- provides for other relevant matters; and
- is binding once it is signed by the Crown and Te Rarawa, but is conditional upon settlement legislation coming into force after passage through Parliament.

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TE RARAWA

and

THE CROWN

1 BACKGROUND

1.1 According to Te Rarawa tradition Te Rarawa's historical development can be broken down into three main periods. The first is cosmological consisting of our Atua Māori. This indigenous understanding of the universe benchmarks our existence as early Polynesians. Te Rarawa shares a 6,000 year history of traversing the vast southern Pacific oceans. Te Rarawa ancestry flows from tūpuna like Tāwhaki, Toi and Kiwa whose lineages can be traced from numerous pacific locations to living Te Rarawa communities of today. Perhaps the most important icon of Te Rarawa prehistory is Māui who is credited with discovering Te Ika a Māui giving rise to what must be the very first name of our region Te Hiku o Te Ika a Māui, The Tail of the Fish of Māui. Te Rarawa genealogy descends from Māui and the Māui attributes are throughout our culture and cultural institutions. Māui, who was born of people but raised by the divine elements, ended an era that we barely understand today by losing a battle with death that cannot now be won.

KUPE

1.2 Kupe the explorer ancestor introduces the next period of history. Kupe is a well remembered and understood ancestor of all Māori people and with one of his wives, Kuramarotini, renamed Te Ika a Māui, as Aotearoa. Kupe initiated the first rites of manawhenua in Aotearoa. This was achieved by the discovery, installation of tapu and the naming of numerous locations throughout Te Hiku o Te Ika and Aotearoa. Kupe and his descendants brought with them an ancient model of Polynesian social organisation contained in sacred Whare Wānanga and based on values derived from common Polynesian understandings. After circumnavigating Aotearoa and part of Te Waka a Māui, Kupe returned to the North to finally depart Aotearoa after about fifteen years. The naming of Te Hokianga Nui a Kupe (Hokianga Harbour) commemorates this event and cements the first chapter of Te Rarawa history in Aotearoa between 650 and 950 AD.

NUKUTAWHITI AND RUANUI

1.3 Kupe's discovery and manawhenua in the Te Rarawa rohe was consolidated by the arrival of two waka following his directions to return to Hokianga. One of the waka was Kupe's *Matahourua* re-adzed, renamed *Ngātokimatawhaorua* and captained by his grandson Nukutawhiti and the other, *Māmari* was purpose built by Nukutawhiti's brother-in-law Ruanui-o-Tāne. Aboard these waka were people whose names have been remembered in our genealogy as the whānau of Kupe returning to the place he had prepared. These were the next wave of Te Rarawa forebears.

NGĀ WAKA

1.4 The third and most significant period in Te Rarawa pre-history began with a number of waka making landfall and contributing to the evolving demographic landscape of communities throughout Te Hiku o Te Ika. The arrivals of these waka were seminal events that set iwi origins and identities. The bonds that sustain those iwi identities, and the events and ancestors that gave rise to them, culminated in an alliance of hapū communities that weaves through the history of our region and is shared by all descendants regardless of iwi. Consequently, all Te Hiku Iwi can claim ancestry from these waka. For Te Rarawa the foundation stones of our Iwi lie in key ancestors

associated with these waka who have occupied our rohe as tangata whenua and kaitiaki of our natural environment.

TĪNANA

1.5 The most significant of these waka was the Tīnana captained by Tūmoana. The Tīnana arrived at Tauroa from Hawaiki more than 20 generations ago. Tūmoana consolidated a process of establishing manawhenua. The consequential emergence of hapū among Tūmoana's descendants entrenched the mana of the Tīnana waka. Houpure, whose descent lines culminate in Te Rarawa Iwi, originally lived with his father Tamamoko, grandson of Tūmoana, and brother Houmeaiti in Hokianga. They fought with Ngāti Miru and Ngāti Awa who were living further north and took possession of the land dividing it between them. Houmeaiti took the portion from Hokianga to Ahipara and Houpure the land north of Ahipara. Houpure was assisted by his son Patito in the battle for Ahipara. Subsequent conquests by his son Toakai, during the sixteenth century over established hapū from the western seaboard further consolidated the early threads of Te Rarawa manawhenua. However it was the confluence of Hokianga descent lines in the south with Kurahaupo in the north that fused with the descendants of the Tīnana waka to create a new confederacy.

REITU AND UEONEONE

1.6 Te Rarawa tūpuna Ueoneone lived on what became the Whāngāpe Harbour. The name Whāngāpe has its origin in Waikato, and was the name of the place from which famous twin sisters Reitu and Reipae originated. According to iwi traditions they journeyed north on a bird, that Ueoneone sent to Waikato in pursuit of a wife. On the way north, Reipae asked the bird to land and remained in what became Whāngā-Reipae now Whāngaarei. Reitu continued the journey north and became the wife of Ueoneone. They built Te Tomo Pā on the peninsular opposite the entrance of the Whāngāpe Harbour.

NGĀ TAMATĀNE O RUANUI

1.7 Maukoro Pā on the Hokianga Harbour is an important place in the history of the Te Rarawa and the Iwi of the Far North. Ruanui II lived there with his four sons Tarauaua, Tūwhenuaroa, Koromaiterangi and Tangaroatūpō. The brothers were a united group but after a series of raids they agreed to separate and an exodus occurred. Several moved to various strategic locations both to the north and south and out to the coast. They have been identified as important tūpuna across the Hokianga, Te Hiku o Te Ika and beyond.

TARUTARU AND RUAPOUNAMU

1.8 The iwi of Te Rarawa carry a name derived from an event rather than any single ancestor. However, central to the emergence of Te Rarawa as an iwi was the leadership taken by Tarutaru and Ruapounamu and their descendants. Tarutaru is descended from Moetonga, and Tūmoana. These lines extend back to Ruatapu and Manuotehuia, the sons of Ruanui who captained the waka, *Māmari*. Tarutaru was renowned for his steadfastness in battle; his determination to win manifested itself in an aspect so terrifying to behold that his opponents' courage would often fail them. He lived at Ngāmehaua at Waireia and his pā were Te Pare and Te Ahukawakawa. His hapū is referred to at Te Tāwhiu. All his children were born at Waireia and Tarutaru himself died there, his bones being later moved to Pukepoto. An altercation with Ngāti

Whatua united the founding hapū of Te Rarawa under the leadership of Tarutaru from the mid1700s.

TE RARAWA KAIWHARE

1.9 The founding hapū of Te Rarawa were defeated by Ngāti Whātua at Rangiputa pā, in the Whāngāpe area. In this battle an important kuia named Te Ripo was captured and taken to Kaipara. The captors of Te Ripo directed her to recite whakapapa. While she recited her genealogy, one warrior quipped: “Kauwhau roa, kauwhau poto, ka patua a Te Ripo ki Kaimanu” (Whether you recite long or short, Te Ripo is killed at Kaimanu). True to this remark, Te Ripo was cast off a cliff. Although Tarutaru took action for these transgressions, when his sons grew up, they felt that revenge had not been sufficiently exacted. Te Rarawa war parties assembled and invaded their enemies’ pā. Only a few old women remained. The invading war party, in their desire for utu, knew there was no mana in killing the old kuia. Instead they turned upon the wāhi tapu and urupā of the local people which they desecrated. There was no wood for their fires so they made use instead of the fence-posts and the ātāmira (platforms) upon which a deceased tohunga and others lay. When the kuia saw the assembled war-party desecrate the burial grounds and sacred places without reprisal, they exclaimed: “Kātahi anō te iwi kai rarawa” (these are the first people to consume platforms); “Tēnei rā, tō iwi kai wāhi tapu”. This statement is attributed as the meaning behind the name, Te Rarawa-kai-whare. They scattered the remains of the fire and hāngi into the harbour – a gesture to the gods to provide fine weather and calm the agitated waters. When this was done, the war parties were able to advance across the harbour and take two further pā. The killing of Te Ripo was avenged and the war parties returned home.

1.10 These actions brought the name Rarawa into prominence. The designation Te Rarawa kai whare subsequently entered common usage and was used to identify the hapū and descendants of the rangatira and toa who avenged the murder of Te Ripo. Tarutaru and his children hold a prominent place within these accounts which establish them among the key progenitors of Te Rarawa. From this broad alliance of people, bonded together by a common goal, Te Rarawa consolidated under one name through the leadership and mana of Tarutaru and Ruapounamu.The emergence of Te Rarawa built on relationships and common whakapapa to tūpuna and land, which predated these events.

THE DESCENDANTS OF TARUTARU

1.11 The development of Te Rarawa continued through Tarutaru’s children, Pākurakura, Te Tūngutu, Ngāmotu, Kahi, Mānihi, Kahuwhakarewa, and Mōria. A number of Te Rarawa’s most prominent leaders descend from these offspring including Pōroa, the son of Ngāmotu. The hapū of Te Rarawa have historically occupied all parts of the rohe of Te Rarawa from Hokianga to Hukatere and across to Kaitaia, Takahue, and Maungataniwha. At the time of the arrival of the Pākeha, Pōroa had senior standing and leadership among the hapū and over the Iwi of Te Rarawa. Pōroa mentored a number of younger Iwi members including Papāhia, Te Hūhū, Te Morenga, Te Ripi Pūhipi, Panakareao and Erenora Kaimumu. As ariki and rangatira they were groomed to take up leadership roles and this was especially important within the volatile early colonial period. From the early nineteenth century these forebears and others affiliated to them engaged with Pākeha and their institutions with the intention of developing entrepreneurial opportunities for their iwi. These leaders forged a future for Te Rarawa which included the provision of the land for the mission at Kaitāia and the signing of He Whakaputanga, and Te Tiriti o Waitangi/the Treaty of Waitangi at Kaitaia.

ROHE

1.12 From the time following the emergence of Te Rarawa as a confederation of hapū and prior to the arrival of tauiwi in Aotearoa, Te Rarawa was an autonomous, self-governing and independent Iwi. Tribal traditions and histories, and the formation of relationships that fashioned and sustained 'boundaries' between whānau, hapū and iwi, cannot be surveyed and divided in the same way as land. The boundaries of Te Rarawa are characterised by fluid relationships with their neighbours. Te Rarawa's 'boundaries' as such are located in the history of deep and textured tribal narratives rather than the somewhat shallow approach of a block-specific focus. Te Rarawa's mana over its territory does not terminate at a given line, instead, its boundaries are where the influence of whānau, hapū and iwi meet and merge.

1.13 The notion of fluidity in tribal boundaries notwithstanding, Te Rarawa exercised tino rangatiratanga as tangata whenua generally in the areas beginning from Hokianga, eastwards following the Hokianga River to Mangataipa, situated at the base of Maungataniwha northwards along the ranges of Raetea to Takahue and following down the Pamapuria River to Maimaru, across towards Awanui and westwards to Hukatere on Te Oneroa-a-Tōhē (Ninety-Mile Beach), back down the beach to Ahipara, southwards to Tauroa, Ōwhata and Whāngāpe and down the coastline to Mitimiti and back to Hokianga, being the southern boundary of Te Rarawa Iwi. For centuries the rohe of Te Rarawa was continually tested through rivalry, conflict and dispute with neighbouring Iwi, who shared common historical associations, whakapapa and tūpuna with Te Rarawa.

HUKATERE IN THE NORTH

1.14 The events which defined Te Rarawa's influence to the north of its rohe took place in the early nineteenth century. At that time, Pōroa was living at Ahipara and Te Aupōuri in the area would not allow Te Rarawa to access seafood. Te Rarawa, led by Pōroa, fought Te Aupōuri in a series of skirmishes and battles in the Ahipara area and along Te Oneroa-a-Tōhē. Two of the most noted encounters were the battles of Te Waitukupāhau at Waimimiha and Te Oneroa near Honuhonu. After the two iwi had been engaged in battle for a time, Pōroa sought to prevent further loss of life. He ran in front of the warring parties and slashed a line in the sand right down to the sea at Ngāpae signifying an end to the fighting between the two iwi.

1.15 A while after the battle at Honuhonu, Te Rarawa fought Te Aupōuri again at Hukatere, north of the line at Ngapae. This battle marked another formative event in the relationship between the two iwi and served to firm up and extend Te Rarawa's influence in the area. After these battles hohourongo were initiated and a number of marriages were arranged to reinforce the peace. Te Rarawa and Te Aupōuri are closely linked and over the years have worked together to exercise kaitiakitanga of Te Oneroa-a-Tōhē. This led to the joint application to the Māori Land Court in 1955 to determine the ownership of the beach.

HOKIANGA IN THE SOUTH

1.16 During the battles between Te Rarawa and Te Aupōuri, Pōroa called for the assistance of his relatives in Hokianga. Consequently, the lands from Whakarapa to the coast became deserted. When the war ended, the people formerly of Hokianga remained at Ahipara for mutual protection in the event they were attacked. During their absence, iwi from the south side of the Hokianga Harbour crossed over and occupied the land. The hapū included Te Pouka, Ngāti Korokoro, and Ngāti Wharara. After Kahi died at

Ahipara, Whakarongouru moved back to the Hokianga and built a pā on the site of Maukoro. The land was occupied by Ngāti Korokoro but Moetara eventually came over and signaled that his people should return home because Whakarongouru was returning to his own land. Afterwards Papāhia and Te Hūhū returned and Whakarongouru built a house at Waihou for his sister, Herepaenga (Ngākahuwhero). When Whakarongouru died all the people of Waihou and Pākanae gathered at Orongotea. It was here that Moetara declared that he would fight Ngāti Manawa for that area. The conflict grew between Moetara, of Ngāti Korokoro, and Muriwhenua, of Ngāti Manawa. The two iwi struggled with each other. The deciding battle in this affair was Te Wai o Te Kauri, which took place at Motukauri in the 1830s. After this battle, Mohi Tāwhai, a chief of Te Māhurehure, initiated hohourongo (peacemaking) between Ngāti Korokoro and Ngāti Manawa, Moetara and Muriwhenua. Peace was eventually made at Kawehītiki and it was agreed that Ngāti Korokoro would remain on the southern side of the Hokianga, and Ngāti Manawa would retain the northern side. Kawehītiki is a significant place within the history of Te Rarawa and Ngāpuhi.

NGĀ MARAE ME NGĀ HAPŪ

1.17 Te Iwi o Te Rarawa is a confederation of hapū, each of which has their own identity. Te Rarawa and affiliated hapū have as their foundation 23 hapū marae. The marae are the modern day representatives of the hapū that make up Te Rarawa and affiliated hapū. There have been many hapū that have occupied the rohe over time. Some can be defined as hapū tino whai mana (hapū with the strongest ancestral rights), and others as hapū moemai (hapū who have an historical association with hapū tino whai mana), hapū moeroa (hapū whose fires have grown cold), and hapū whakakōtahi (hapū established to unite several hapū for a common purpose or after an historical incident). More than 30 hapū have maintained ahikāroa up to the present day. Many of the hapū have whakapapa links to other Iwi and whenua in other rohe. Likewise there are whānau and hapū from other Iwi that have land interests in the rohe of Te Rarawa. The hapū and marae have their own identity and come together when necessary to combine their resources as an Iwi.

1.18 **Mātihetihe Marae** at Mitimiti on the West Coast represents the hapū of Te Tao Māui and Te Hokokeha. It is also connected to several old hapū including Pororewarewa, Ngāti Kaha, Ngāti Hinerangi and Whānaumaii with strong links to Ngāti Ruanui/Te Aupōuri. Hapū interests in land include Kahakaharoa, Wairoa, Mātihetihe, Taikarawa, Moetangi, Ototope, Whakaterewhenua, Whakarawerua, Hauturu, Waitaha, Waikare, Te Kauae-o-Ruru-Wahine and Waireia.

1.19 **Waiparera Marae**, at Rangi Point on the Hokianga Harbour represents the hapū of Patutoka. They are also connected to Tahāwai, Whānau Pani, Te Hokokeha and Te Tāwhiu. Waiparera Marae also has strong links to Ngāpuhi, Te Roroa and Ngāti Whātua. Hapū interests in land include Kahakaharoa, Whānui, Orongotea, Rangi Point blocks, Te Karaka, Waireia, Wairoa, Waihou, Whakarapa, Manganuiowae, Te Kauae-o-Ruru-Wahine, Te Takanga, Otangaroa, Pātiki and Takahue blocks.

1.20 **Waihou Marae** on the Hokianga Harbour represents the hapū of Ngāti Te Reinga. Parewhero, Te Waekoi, Te Uri o te Aho, Whānau Moko, Te Waiāriki and Ngāti Moroki also have links to Waihou. Hapū interests in land include Waihou, Waireia, Te Kauae-o-ruru-wahine, Te Takanga, Ōtangaroa, Te Karaka, Kahakaharoa and Whakarapa.

1.21 **Ngāti Manawa Marae** in Panguru represents the hapū of Ngāti Manawa, Waiāriki and Te Kaitutae. Hapū interests in land include Whakarapa, Waihou, Te Karaka,

Kahakaharoa, Manganuiowae, Te Kauae-o-Ruru-Wahine, Te Takanga, Tautehere and Ōtangaroa.

1.22 **Waipuna Marae** in Panguru represents the hapū of Te Kaitutae and Waiāriki. Hapū interests in land include Whakarapa, Waihou, Te Karaka, Kahakaharoa, Waireia, Manganuiowae, Te Kauae-o-Ruru-Wahine, Te Takanga, Tautehere, Ōtangaroa and Maungataniwha.

1.23 **Motutī Marae** on the Hokianga Harbour represents the hapū of Ngāti Te Maara, Te Kaitutae, Ngāī Tamatea, Te Waiariki, and Ngāti Muri Kāhara. Hapū interests in land include Waihou, Whakarapa, Motutī, Motukauri, Ngāhō, Pākau-o-te-hōkio, Tautehere, Manganuiowae, Te Takanga, Te Karaka, Te Kauae-o-Ruru-Wahine and Waireia.

1.24 **Nāai Tūpoto Marae** at Motukaraka on the Hokianga Harbour represents the hapū of Ngāi Tūpoto and Ngāti Here. It also has close associations with Ngāpuhi. Hapū interests in land include Tapuwae, Motukaraka, Pūrakau, Tautehere, Manganuiowae, Taraire, Te Karae, Pikipāria and Tauteihiihi.

1.25 **Tauteihiihi Marae** and **Pikiparia Marae** in Kohukohu and **Pāteoro Marae** in Te Karae, all on the Hokianga Harbour, represent the hapū of Ihutai. They also have close associations with Ngāti Toro, Kohatutaka, Te Patutaratara, Te Rahowhakairi, and Ngāti Hua. Hapū interests in land include Te Karae, Pikipāria, Tauteihiihi, Taraire, Maungataniwha and Takahue. Te Ihutai also has close whakapapa associations with Ngāpuhi and land interests outside of Te Rarawa's area of interest.

1.26 **Te Arohanui Marae** in Mangataipa off the upper reaches of the Mangamuka River represents Kohatutaka, and has connections with Te Ihutai, Tahāwai, Te Uri o Te Aho and Te Rahowhakairi. Hapū interests in land include Mangamuka, Maungataniwha, Te Karae, Takahue and the Mangamuka River blocks. They also affiliate to Ngāpuhi and have land interests outside of Te Rarawa's rohe.

1.27 **Morehu Marae, Ōhaki Marae and Taiao Marae**, on the Whāngāpe Harbour in Pawarenga all represent the hapū of Te Uri o Tai. Pawarenga was originally part of the rohe of Whāngāpe and went under the hapū name of Ngāti Haua in former times. They are also connected with old hapū including Kaingamata, Ngāti Tūmamao, Ngāti Kuri, and Ngāti Ruanui/ Te Aupōuri with links to Ngāti Te Ao. Hapū interests in land include Paihia, Pakinga, Whakarawerua, Hauturu, Rotokakahi, Te Awaroa, Te Uhiroa, Te Kauae-o-Ruru-Wahine, Waireia, Whakakoro, Manukau and Ōtangaroa.

1.28 **Kotahitanga Marae**, on the Whāngāpe harbour represents the hapū of Ngāti Haua. They also have links to older hapū including Te Tāwhiu, Tahukai and Ngāti Tūmamao. Hapū interests in land include Whakakoro, Te Kauae-o-Ruru-Wahine, Paihia, Rawhitiroa, Te Pūhata, Te Uhiroa, Manganuiowae and Te Awaroa.

1.29 **Ōwhata Marae**, on the Ōwhata/ Herekino Harbour represents the hapū of Ngāti Torotoroa, Tahukai and Te Popoto. They also have close connections with Ngāti Kuri rāua ko Ngāti Wairupe. Hapū interests in land include Rarotonga, Rāwhitiroa, Ōwhata, Te Paku, Te Pūhata, Te Uhiroa, Manukau, and Epakauri.

1.30 **Rangikohu Marae** on the Ōwhata/ Herekino Harbour represents the hapū of Ngāti Kuri rāua ko Ngāti Wairupe and Te Aupōuri. Hapū interests in land include Manukau, Epakauri, Rarotonga, Rāwhitiroa, Orowhana, Tauroa, Pūhata and Te Uhiroa.

1.31 **Whakamaharatanga Marae** in the Manukau district represents the hapū of Ngāti Hine and Patupīnaki. They also have connections to Ngāti Tūmamao, Ngāti Wairupe and Parewhero. Hapū interests in land include Manukau, Orowhana, Epakauri, Rāwhitiroa, Tauroa, and Te Uhiroa.

1.32 **Korou Kore Marae** in Ahipara on Te Oneroa a Tōhē represents the hapū of Ngāti Moroki. They also have ties to Te Aupōuri. Hapū interests in land include Muriwhenua South, Awanui, Ōkiore, Ahipara, Te Oneroa-a-Tōhē and Tauroa.

1.33 **Roma Marae** in Ahipara represents the hapū of Ngāti Waiora, Ngāti Pākahi, Te Patukirikiri and Parewhero. Hapū interests in land include Te Oneroa-a-Tōhē, Muriwhenua South, Awanui, Ōkiore, Ahipara, Ōkahu, Kaiawe, Tauroa, Waitaha, Manukau, Rāwhitiroa and Epakauri.

1.34 **Wainui Marae**, in Ahipara represents the hapū of Ngāti Moetonga and Te Rokekā. They also have ties to Te Aupōuri and Ngāi Takoto. Hapū interests in land include Te Oneroa a Tōhē, Muriwhenua South, Awanui, Ōkiore, Ahipara, Tauroa, Ōkahu and Orowhana.

1.35 **Te Uri o Hina Marae** and **Te Rarawa Marae** in Pukepoto represent the Ngāti Te Ao, Tahāwai and Te Uri o Hina hapū. Hapū interests in land include Takahue, Kaitāia, Kerekere, Otararau, Ōkahu, Kaiawe, Kokohuia, Pukepoto, Tangonge, Ōkiore, Awanui, Muriwhenua South, and Kahakaharoa.

RECENT CHRONOLOGY OF EVENTS

1.36 Since the signing of Te Tiriti o Waitangi/Treaty of Waitangi Te Rarawa hapū have sought redress for their grievances against the Crown. Generations of Te Rarawa people over more than 170 years have carried the responsibility for seeking redress from the Crown. This has placed a heavy burden on the whanau and hapū of Te Rarawa and impacted upon the physical, mental, spiritual and economic health of the people.

PETITIONS

1.37 Te Rarawa leaders have lodged dozens of petitions to the Crown over a very long period of time in relation to the loss of their land and control of resources. They began petitioning the Crown over surplus land issues in the nineteenth century and continued to do so into the twentieth. Te Rarawa participated in commissions of inquiry set up to look into grievances about land issues including Tāngonge and Motukaraka. They also sought recognition of and redress for other grievances such as the Crown's acquisition of timber and other resources at Warawara and Waireia, the Crown's administration of Maori land in the twentieth century including Te Karae, reclamations, and roading issues, and the distress of the descendants of Maraea Te Awaroa Heke whose protest led to imprisonment on survey charges.

1.38 In 1986 the hapū of Te Rarawa formed Te Rōpu-a-Iwi o Te Rarawa. Over a period of years this led to the establishment of Te Runanga o Te Rarawa which was formally constituted in 1990 by all the marae of Te Rarawa.

FILING OF CLAIMS

1.39 In 1986, following the amendment of the Treaty of Waitangi Act to allow for claims dating back to 1840, Te Rarawa and many of its hapū began to lodge claims with the

Waitangi Tribunal. The Muriwhenua Claim known as WAI 45 was lodged in 1987 by the five Iwi of Te Hiku o Te Ika and Te Rarawa was represented by Simon Snowden. The area of interest for the Muriwhenua Claim ended at the northern side of the Whāngāpe Harbour and excluded the Hokianga. A claim for Te Rarawa ki Hokianga was brought together under the leadership of Dame Whina Cooper and this was known as WAI 128. It was lodged in 1990.

1.40 Between 1986 and 1988 the Tribunal heard the claims of Te Rarawa and the other iwi of Muriwhenua. The Tribunal focussed on the fisheries aspect of the claims and released its *Muriwhenua Fisheries Report* in 1988. It found the claims of the Muriwhenua iwi in relation to fisheries were well founded and made a range of specific findings regarding the Crown's breaches of the Treaty. The Crown and Māori subsequently negotiated commercial fishing rights and interests leading to a deed of settlement in September 1992 and legislation to give effect to the settlement was passed later that year (the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992).

1.41 The Waitangi Tribunal heard the land claims of the iwi of Muriwhenua over fifteen weeks commencing in August 1990 and concluding in June 1994. In setting the boundaries for its inquiry, the Tribunal adopted the then Mangonui County Council boundaries which stretched at the southern limit from the headwaters of the Herekino harbour in the west to a point north of the Whāngāroa harbour in the east. This excluded Te Rarawa claims between the Whāngāpe harbour and the northern shores of the Hokianga harbour.

MURIWHENUA REPORT 1997

1.42 The Waitangi Tribunal released its *Muriwhenua Land Report* on 26 March 1997, which covered pre-1865 land transactions. The Tribunal was satisfied that the claims to 1865 were well founded and that the claimants were entitled "to a very large compensation to enable their re-establishment in the future":

> *In all, the Muriwhenua claims are about the acquisition of land under a show of judicial and administrative process. They concern Government programmes instituted to relieve Māori of virtually the whole of their land, with little thought being given to their future wellbeing or to their economic development in a new economy. There is little difference between that and land confiscation in terms of outcome, for in each case the long-term economic results, the disintegration of communities, the loss of status and political autonomy, and despair over the fact of dispossession are much the same.*

1.43 The Tribunal has not inquired into the events after 1865. In 2002 a member of the Tribunal (Dame Evelyn Stokes) reviewed the evidence on the post-1865 claims. Her report ('The Muriwhenua Land Claims Post 1865, Wai 45 and others') identified a wide range of additional issues and was intended to assist claimants and the Crown to negotiate a settlement of their outstanding claims.

1.44 The Te Rarawa ki Hokianga claims have not been heard by the Waitangi Tribunal. However extensive research into these claims has been undertaken and several research reports have been released.

TE RARAWA MANDATE AND DIRECT NEGOTIATIONS

1.45 In 2001 Te Runanga o Te Rarawa sought a mandate from its people which included a decision to unite the Te Rarawa ki Hokianga and Muriwhenua claims as they related to

Te Rarawa interests, and to go into direct negotiations. The mandate was given by the marae in 2001.

ELECTION OF TE RARAWA NEGOTIATORS IN 2002

1.46 Te Runanga o Te Rarawa established a process for the election of a Negotiations Team in 2002 and Joseph Cooper, Paul White and Haami Piripi were elected as negotiators by the marae in May 2002. Terms of reference were drawn up to guide their activities and Runanga Chairperson, Gloria Herbert, and CEO, Kevin Robinson were co-opted into the Negotiations team accordingly. With the retirement of Gloria Herbert as Runanga Chair in 2007, Acting Chairperson, Malcolm Peri was co-opted into the team. The team was supported by Historian, Dr Aroha Harris, Claims Manager, Catherine Davis, and Legal Advisor, Janet Mason.

TERMS OF NEGOTIATIONS IN 2002

1.47 In March 2002 the Crown recognised the mandate of Te Runanga o Te Rarawa to negotiate all Te Rarawa's historical Treaty claims. In December 2002 the Crown and Te Rarawa signed Terms of Negotiation.

AGREEMENT IN PRINCIPLE IN 2007

1.48 After more than five years of negotiations the Crown presented a cultural and commercial redress offer to Te Rarawa on 8 March 2007. On 14 March 2007, Te Rarawa met with the Minister in Charge of Treaty of Waitangi Negotiations and the Minister of Finance to formally respond to the offer. Following this meeting, the Minister in Charge of Treaty of Waitangi Negotiations made a revised settlement offer to Te Rarawa on 4 April 2007. An Agreement in Principle was finally signed between Te Rarawa and the Crown at Waipuna Marae in Panguru in September 2007.

CREATION OF TE HIKU FORUM

1.49 Progress towards a deed of settlement was difficult with all neighbouring Iwi being at different stages in the process. In June 2008 all five Te Hiku iwi were involved in the establishment of the Te Hui Tōpu o Te Hiku o Te Ika Forum to progress shared and overlapping interests. Each Iwi appointed three negotiators to represent them on the Forum. Te Runanga o Te Rarawa appointed Haami Piripi, Malcolm Peri and Paul White as its representatives and in August 2008 the Forum and the Crown agreed a number of principles to underpin a fresh round of collective negotiations. Over time the scope of the collective negotiations between the Forum and the Crown widened to include settlement quantum and the return of the lands and properties held by the Crown in the Te Hiku area of interest. However, each iwi also continued to have their own separate negotiations in relation to their cultural redress.

TE HIKU AGREEMENT IN PRINCIPLE

1.50 On 16 January 2010, following intense negotiations between the Crown and the Forum the five iwi signed an Agreement in Principle with the Crown that recorded that the Te Hiku iwi and the Crown were, in principle, willing to enter into a deed of settlement on the basis of the Crown's proposals recorded in the Agreement in Principle.

NEGOTIATIONS

1.51 Te Rarawa gave Te Rūnanga o Te Rarawa trustees a mandate to negotiate a deed of settlement with the Crown by deed of mandate in October 2001.

1.52 The Crown recognised that mandate on 18 March 2002.

1.53 The mandated negotiators and the Crown:

1.53.1 by terms of negotiation dated 5 December 2002, agreed the scope, objectives, and general procedures for the negotiations;

1.53.2 by agreement dated 7 September 2007, agreed, in principle, that Te Rarawa and the Crown were willing to enter into a deed of settlement on the basis set out in that agreement;

1.53.3 by agreement with the Te Hiku iwi dated 16 January 2010, agreed, in principle, that Te Rarawa and the Crown were willing to enter into a deed of settlement on the basis set out in that agreement; and

1.53.4 since the Te Rarawa agreement in principle and the Te Hiku agreement in principle, have:

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

(b) negotiated and initialled a deed of settlement.

RATIFICATION AND APPROVALS

1.54 Te Rarawa confirm that:

1.54.1 they have conducted a ratification process for this deed between **[insert date]** and **[insert date]**, consisting of:

(a) **[insert number]** hui; and

(b) a postal ballot of eligible members of Te Rarawa; and

1.54.2 approval has been given by way of Special Resolution dated **[to insert]**, made in accordance with the **[insert]** schedule to **[Te Rūnanga Nui o Te Rarawa Trust deed]** to Te Rūnanga o Te Rarawa trustees signing this deed on behalf of Te Rarawa.

1.55 Te Rarawa have:

1.55.1 by a majority of **[insert]**%, ratified this deed and approved its signing on their behalf by Te Rūnanga o Te Rarawa trustees; and

1.55.2 by a majority of **[insert]**%, approved Te Rūnanga o Te Rarawa trustees as the governance entity to receive redress under this deed.

1.56 Each majority referred to in clause 1.55 is of valid votes cast in a ballot by eligible members of Te Rarawa.

1.57 The Crown is satisfied:

1.57.1 with the ratification and approvals of Te Rarawa referred to in clause 1.55;

1.57.2 with the approvals given by the Special Resolution referred to in clause 1.54.2; and

1.57.3 Te Rūnanga o Te Rarawa is appropriate to receive the redress.

AGREEMENT

1.58 Therefore, the parties:

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

1.58.2 agree and acknowledge as provided in this deed.

2 HISTORICAL ACCOUNT

[TABLE OF CONTENTS - TO INSERT]

2.1. This historical account provides the context for the Crown's acknowledgements of and apology for its historical breaches of Te Tiriti o Waitangi/the Treaty of Waitangi against Te Rarawa.

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

INTRODUCTION

2.1 Te Rarawa is a confederation made up of 23 hapū marae. Te Rarawa and several associated hapū emerged as a confederation prior to the arrival of Europeans in Aotearoa. Traditionally the hapū were part of a dynamic society with well organised social, cultural, political and economic systems. These systems were built on a network of reciprocal relationships where the confederation of allied communities would come together when necessary to combine their resources as an Iwi. Te Rarawa and affiliated hapū established themselves in and around the Hokianga, Whāngāpe and Ōwhata Harbours, Te Oneroa-a-Tōhē, Tangonge and areas lying inland to the Maungataniwha ranges.

2.2 Te Rarawa's traditional systems of land tenure were based on mana tūpuna (ancestral right) and ahikāroa (continuous occupation). These systems could accommodate multiple and overlapping interests and were responsive to complex and fluid customary land usages. Hapū held land rights. Rangatira controlled land use, provided for whānau and hapū occupation and protected the resources for future generations. Hapū and whānau exercised use rights from occupation. Establishing and maintaining relationships were a key factor in this system. Outsiders could only enjoy rights given by the rangatira including land usage. Such rights depended on ongoing occupation and conformity to local tikanga. Permanent alienation outside the hapū, whānau or iwi by means of commercial transactions was not part of Te Rarawa custom.

2.3 From the early 1800s Te Rarawa began to foster relationships with European sawyers, traders and missionaries. Te Rarawa wanted to expand their economic activities and take advantage of developing technological opportunities, and allowed a number of these settlers to live on their land. During the 1820s the Hokianga Harbour became an important hub for the export of kauri timber and trade in pork, potatoes and flax. In the following decade ship building became a key industry. Similarly, the Kaitāia district became an important area for early settlement and missionary activity. Te Rarawa extended hospitality to the new arrivals, many of whom intermarried with Māori, but expected them to adhere to tikanga.

PRE TREATY LAND TRANSACTIONS

2.4 As part of increasing trading opportunities Te Rarawa rangatira entered into over 20 land transactions with Pākeha before Te Tiriti o Waitangi/ the Treaty of Waitangi was signed. These transactions were clustered around the Kaitāia plains, and the coastal fringe of the northern Hokianga Harbour along to the western arm of the Mangamuka River.

2: HISTORICAL ACCOUNT

[insert map: Pre-Treaty transactions]

2.5 Although these transactions exposed Te Rarawa hapū to British ideas of land ownership, Te Rarawa maintained their traditional approach towards land dealings with an expectation of ongoing rights and obligations. Many of the transactions were marked by continuing Māori occupation, cultivations and other usage. Some of the land deeds expressly provided for such usage and in some cases the Pākeha buyer made additional payments, over time, for the land.

HE WHAKAPUTANGA AND TE TIRITI O WAITANGI

2.6 By the 1830s political engagement between Te Rarawa and the British Crown had begun. Te Rarawa supported the idea of Māori taking a united approach to engagement with British officials.

2.7 At that time the British Government was receiving reports of growing interest by rival powers and of unlawful behaviour of British subjects in New Zealand. In 1831 some Northern Māori chiefs petitioned the King of England for protection against foreign intrusion and the misbehaviour of British subjects in New Zealand. This began a process that led to a relationship with the first British Resident, James Busby, and the "Additional British Resident" in the Hokianga, Thomas McDonnell, the selection of a national flag and the formal signing in 1835 of He Whakaputanga o te Rangatiratanga o Nū Tīreni (the Declaration of Independence). Te Rarawa rangatira Papāhia, Te Hūhū, Te Morenga and Panakareao were among those who signed He Whakaputanga/ the Declaration.

2.8 Te Rarawa maintain the intention of He Whakaputanga was to establish a confederacy to lead the Iwi in a new relationship with the British Crown. The signatories of He Whakaputanga o te Rangatiratanga o Nū Tīreni declared that the territories of the United Tribes were an independent state, and asked the British King for protection against intrusion by other powers. Later, the first leaders approached to sign Te Tiriti o Waitangi were the members of the confederation of the United Tribes.

2.9 In 1839, the British Government authorised Captain William Hobson, "to treat with the Aborigines of New Zealand for the recognition of Her Majesty's sovereign authority over the whole or any part of those islands which they may be willing to place under Her Majesty's dominion".

2.10 The resulting document, Te Tiriti o Waitangi written in te reo Māori and the Treaty of Waitangi in English, was first debated on 5 February 1840. Te Tiriti o Waitangi was signed by Māori and British representatives the next day. Te Rarawa rangatira expressed their desire to have land sales and trade regulated and for the misdemeanours of British subjects to be controlled (kawanatanga), but understood they would retain their tino rangatiratanga over their lands, forests, fisheries and other taonga. The tension between these understandings was captured by Te Rarawa rangatira, Nōpera Panakareao, when he later said: "kō te atakau o te whenua i riro i a te Kuini, kō te tīnana o te whenua i waiho ki ngā Māori" (the shadow of the land goes to Queen Victoria, but the substance remains to us). Divergent understandings of Māori and Crown officials about how the imposition of British law and authority would impact on the exercise of tino rangatiratanga has been a source of debate since 1840.

2.11 While some Te Rarawa signed Te Tiriti at Waitangi, most signed at Mangungu on 12 February and at Kaitāia on 28 April 1840. Some 2-3,000 Māori, including representatives of Te Rarawa hapū, gathered at Mangungu on the southern Hokianga harbour on 12 February 1840, to meet with Hobson and his officials to discuss Te Tiriti/The Treaty. Although Māori support for Te Tiriti/the Treaty was not unanimous more than 30 rangatira signed it following a day of speeches and debate.

2.12 At Kaitāia on 28 April 1840 officials assured Māori that a Governor would better control Pākeha settlers, prevent Māori from being cheated in the sale of their land and introduce regular government and British laws and institutions. They also assured them the Queen would not interfere with native laws or customs. Te Rarawa and all the chiefs present, led by Panakareao, then signed Te Tiriti/the Treaty.

2.13 Te Rarawa rangatira who signed Te Tiriti o Waitangi, the Māori version, included Panakareao, Ereonora, Hakitara, Te Toko, Papāhia, Tākiri, Wiremu Tana, Te Tai, Wiremu Pātene, Mātenga Paerata, Pūhipi Te Ripi, Rāwiri, Whiti, Hua, Te Uruti, Pāngari, Pero, Himona Tangata, Matiu Hūhū, Wiremu Wirehana, Rimu, Wiremu Ngarae, Rāpiti Rehurehu, Tāmati Mūtawa, Poau and Te Reti.

2.14 Te Rarawa regard Te Tiriti o Waitangi/the Treaty of Waitangi as the cornerstone document upon which New Zealand's constitutional arrangements rest.

MĀORI REPRESENTATION

2.15 In the years following the signing of Te Tiriti o Waitangi/the Treaty of Waitangi, the colonial Government developed its governance systems. The New Zealand Constitution Act 1852 established a system of provincial and central government with the right to vote based on holding property under Crown titles. Most Māori, including Te Rarawa, did not, therefore, qualify to vote. They had no political representation in national or provincial government in the formulation of policies on matters that directly affected them. Lack of effective political representation is a long-held historical concern which Te Rarawa see as underpinning many of their grievances.

2.16 Legislation in 1846 and 1852 allowed for some form of involvement by chiefs in the local administration of law but this was not implemented. The Crown's 1858 framework for Māori local government and legal administration (including a title determination system) was disallowed.

2.17 At the Kohimarama Conference in 1860 the Crown sought Māori views on issues including Te Tiriti o Waitangi/the Treaty of Waitangi, law and order, and land. However Te Rarawa were not present having only received the invitation two days before the conference. Rangatira from other iwi asked the Crown for representation in the provincial authorities and General Assembly based on the terms of Te Tiriti o Waitangi/the Treaty of Waitangi.

2.18 Governor Grey set up a rūnanga scheme in the early 1860s, but it had limited effect. Under the scheme, village and district rūnanga would be set up under Pākeha officials to propose bylaws to the Governor. It was intended that the rūnanga define tribal interests in land but little came of this plan. Soon afterwards the General Assembly introduced a title determination process in the form of the Native Lands Act 1862. The Crown abandoned the rūnunga system in 1866.

2.19 Between 1860 and 1865 the Crown transferred responsibility for Native Affairs from the British Government to the settler Parliament. One official advised the Governor in 1860 this should only be done with "the free and intelligent consent of the Natives themselves, who will be most affected by it", but neither the British nor the Colonial Government considered that necessary.

2.20 Māori were not represented in Parliament until the establishment of separate Māori seats in 1867. At that time there were 72 seats to represent a European population of

approximately 250,000 but four seats only for the Māori population, conservatively estimated at that time to be 50,000. Separate representation was meant to be an interim measure until more Māori qualified to vote by getting a Crown title to their land, but in1876 the Government made the Māori seats permanent. It did not, however, add more separate seats to provide for Māori representation. The provincial government system did not provide for Māori representation, nor did the local authority system set up under the Counties Act 1876 or its successors.

LAND CLAIMS COMMISSION

2.21 Before signing Te Tiriti o Waitangi/the Treaty of Waitangi Governor Hobson promised that the Crown would inquire into pre-Treaty land transactions between Māori and settlers, and return any lands unjustly held. The Crown subsequently set up a Land Claims Commission for this purpose. The Commissioners were to inquire into claims made by Europeans and could only recommend a land grant where they decided a permanent alienation had taken place.

2.22 The process aimed to provide Europeans, with valid pre-Treaty transactions, a title recognisable in British law. Crown grants assigned permanent ownership to individuals with absolute rights to transfer ownership of the land and its resources. The grants replaced any arrangements which Māori and Pākeha made at the time of the transaction. While the Land Claims Commission could consider the impact of any ongoing arrangements, particularly where they might invalidate the claim, it was not set up to determine customary ownership of any lands transacted. It rarely considered whether the Māori parties to any transaction were the rightful owners.

2.23 The commission heard claims affecting the Te Rarawa rohe in 1843 at Kaitāia and the Hokianga. The Commissioners could recommend the Governor grant up to a maximum of 2,560 acres to successful claimants to ensure settlers did not become owners of large areas of land. If the land involved in any transaction was greater than the area the Crown granted, the Crown's policy was to retain the balance as "surplus land". This policy has been a deeply felt grievance for Te Rarawa that continues today.

2.24 In many cases the Crown offered successful claimants the opportunity to exchange their grant for a cash equivalent ("scrip") if they acquired Crown land elsewhere, such as in Auckland, with its better business and employment prospects. In all instances the Crown paid scrip for unsurveyed claims. In return the Crown would take over the claims and retain the land as surplus land. It applied this approach heavily in the northern Hokianga, because it had valuable timber resources the Crown wanted to secure. The use of scrip meant that often nothing actually changed on the ground for decades and in many cases Māori continued to occupy and use the land.

APPOINTMENT OF A SECOND COMMISSION

2.25 Problems implementing the first commission's recommendations soon arose. The grants simply stated the entitlement of the grantee to a specified number of acres within a vaguely described area. Most land grants were unsurveyed and boundary descriptions within deeds were often inadequate. The grant itself and any lands deemed to be surplus lands of the Crown were not defined. The Crown had paid scrip for settlers' claims which had not been surveyed or investigated. This often left the Crown with less land than it had paid scrip for and no way of recovering the difference.

2.26 Te Rarawa hapū continued to occupy and use some of these lands and the resources as they had always done. Some of those living on the land had not been involved in the pre-Treaty transactions and there was confusion amongst Māori and settler communities about who held rights in certain areas, which led to rising tension between hapū and grantees.

2.27 These issues prompted another round of inquiry under a second commission in 1857. This time the Land Claims Commissioner, Francis Dillon Bell, was to define the original transactions by survey and distinguish between Crown granted areas and lands claimed by the Crown under its surplus lands policy. Māori witnesses were to give evidence on boundary issues and the location and size of reserves. Bell did not reinvestigate the original transaction or claims which had been exchanged for scrip. In order to encourage the surveying and rehearing of the claims Bell was empowered to grant claimants land in excess of the 2,560 acre-restriction to cover the costs of surveys they incurred.

Kaitāia District

2.28 Before Te Tiriti/the Treaty was signed an estimated 22,000 acres of land in the fertile Kaitāia district were transacted for around £1,154. The prominent Te Rarawa rangatira Panakareao led most of these transactions which included the Awanui, Ōkiore, Waiokai, Kerekere, Ohotu, Ōtararau, Tangonge and Pukepoto Deeds. These transactions were mainly with missionaries from the Church Missionary Society (CMS) and their support workers.

2.29 In February 1843, Commissioner Godfrey heard seven claims over the Kaitāia area. Godfrey recorded that Panakareao and other chiefs declared at the outset of his Kaitāia hearings that they would acknowledge the land transactions around Kaitāia but their hapū would resume any lands not granted to the claimants. In addition, they would not transact any more lands or allow any future interference by the Government. Governor Fitzroy in 1843 had reportedly promised to return surplus lands to Māori, a promise he reiterated to northern Māori in September 1844. Governor Grey later repudiated this promise.

2.30 Godfrey recommended that Crown grants be issued, in most cases for a specific land area and repeating any joint occupancy or other special clauses which were in the original deeds. Governor Fitzroy subsequently issued most of the recommended grants, but in two cases granted more land than Godfrey recommended.

2.31 The second commission examined the Kaitāia cases at Mangonui from 1857 to 1859. The Crown cancelled and reissued a number of grants, ignored any arrangements made to recognise joint occupancy, and increased the amount of land granted to settlers. The Crown also retained more land as surplus mainly as a result of surveys made for the purposes of the second commission. The amount of land set aside from the transactions for Māori was correspondingly diminished as illustrated in the following cases.

Ōtararau

2.32 In 1835 the Reverend Joseph Matthews entered into a transaction for the Ōtararau block, which bordered on Lake Tangonge, from Panakareao and four others. Between 1835 and 1842 Matthews made a series of payments for the block which was estimated to contain about 2,000 acres.

2.33 The Land Claims Commission investigated the Ōtararau block, including Waiokai, in 1843. Matthews claimed 700 acres in each of the blocks. Panakareao endorsed the transactions and a Crown grant was issued of 1,400 acres for the two blocks. During this time local hapū continued to use and occupy this area.

2.34 By the time of the second commission in 1857, the block had been surveyed and shown to contain 1,855 acres. Matthews requested an area of low swampy land (later found to contain 685 acres) adjacent to Lake Tangonge, be cut off for the local hapū. The Crown granted Matthews 1,170 acres in the Ōtararau block and retained the remaining 685 acres as surplus lands. It became known as the Tangonge block (now part of the Sweetwater farm).

2.35 The Pukepoto hapū were not aware the Crown claimed the 685 acres under its "surplus lands" policy and continued to use the lake and surrounding wetlands to catch eels, snare birds or use other resources. The Crown's claim to ownership of the land only became clear in the 1890s, when Timoti Pūhipi unsuccessfully claimed royalties for kauri gum extracted from the Tangonge block. In 1893 Pūhipi and others (including Matthews) petitioned Parliament about the ownership of the block and the Native Affairs Committee recommended an inquiry. The Surveyor-General advised this could potentially threaten the Crown title to surplus lands and there was no inquiry.

2.36 There were further petitions in 1894 and 1906. The 1906 petition was referred to the Houston Commission in 1907, which heard evidence from the petitioners at Kaitāia. It concluded Reverend Matthews had promised to return Tangonge land to Māori, and it should not have been considered as surplus land. The commission recommended that the land be vested in the Māori owners. The Crown did not implement the commission's recommendation.

2.37 A further petition in 1924 was investigated by the Native Land Court at Ahipara in February 1925. The Court thought it probable that Matthews had promised to return the Tangonge land to Māori, but considered he did not have any legal authority to do so.

2.38 In 1927 the Sim Commission also considered the matter in response to a further petition. It concluded the petitioners had failed to establish that Matthews had agreed to give the land back to them. In 1939 the Native Affairs Committee recommended another petition concerning the Tangonge lands be referred for inquiry. This did not happen until the Myers Commission (Surplus Lands Commission) was established in 1946. The Myers Commission agreed with the conclusions of the MacCormick and Sim Commissioners. This and other surplus land claims led to the establishment of the Tai Tokerau Māori Trust Board to administer compensation paid for all Tai Tokerau Māori.

2.39 In the 1930s and 1940s a number of whānau continued to live on the Tangonge block in the belief it was Māori land. Meanwhile the Crown had issued occupation licences for much of the block and the licence holders complained about the Māori "squatters". The Department of Lands and Survey decided not to evict the Māori families, but asked the Native Department to report on the conditions in which the families were living to see whether they could be moved off because of the poor living conditions. The remaining families were removed by the Crown in the 1960s.

[insert map: Tangonge]

Awanui

2.40 From 1837-39 the 13,684-acre Awanui block was transacted between Panakareao and others and a settler Henry Southee, who was married to Ati, daughter of the rangatira Ruanui. A 1839 deed stated the land was for Southee and his children forever but preserved cultivation rights on the banks of the river for local hapū, "from one generation to another."

2.41 The claim was investigated by the first commission in 1843. The Māori signatories supported Southee's claim but emphasised that the area along the Awanui River was reserved for them. A Crown grant of 2,560 acres was issued to W. Maxwell, who had bought part of Southee's claim. Two traders were awarded scrip for debts owed to them by Southee, who then received a Crown grant for 186 acres.

2.42 In 1855 Maxwell told local Māori to abandon their cultivations along the Awanui River bank, claiming the land was his. The issue was referred to Land Commissioner Bell in 1857, who recommended that 200 acres be set aside for Māori. Maxwell was granted 5,124 acres (including 2,538 for surveys and fees). Māori were awarded a 200-acre reserve, but Bell's recommendation of a second 200-acre reserve for the rangatira Pūhipi was never implemented. The Crown retained 8,360 acres of surplus.

Ōkiore

2.43 In 1839 CMS surgeon Dr Samuel H. Ford, Panakareao and 13 others negotiated a transaction for an estimated 3,000 acres at Ōkiore. The Ōkiore deed excluded the village of Te Kokopū and included a "joint occupancy" clause to preserve Māori cultivation rights along the banks of the Awanui River.

2.44 The first commission recommended a grant of 1,357 acres with the proviso that it exclude "the Banks of the River Awanui and any other cultivation grounds for the Natives that the Protector of Aborigines may think proper to reserve out of this grant". Governor Fitzroy issued 1,357 acres of scrip in 1845. The scrip was not accepted and the land was later surveyed and found to contain 8,280 acres.

2.45 In August 1860 the second commission ordered a 2,627-acre grant, which included the previously recommended 1,357 acres plus an additional 1,270 acres for survey allowances. The commission recommended 132 acres be set aside for Māori, which became known as the Matarau Native Reserve. The commission agreed to a further reserve within the block "if asked to do so and if it was recommended by [the Resident Magistrate] Mr White". No further reserve was established. Bell later recorded that no such request was made. The Crown retained the surplus area of 5,653 acres.

Hokianga Old Land Claims

2.46 Commissioner Richmond inquired into a number of the northern Hokianga claims in 1843. The claims involved some 90,000 acres on the northern side of the Hokianga Harbour up to Mangamuka River, transacted for £1,957. Local rangatira entered into transactions with settlers over land at Te Matā, Pūnehu, Ōhopa, Whanganamu, Motutī, Motukauri, Motukaraka, Kohukohu, Rahurahu, Mangataipa, Horohoro, and Moturata. The Catholic Church was associated with land acquisition at Totara Point and also acquired land at Pūrakau and Rongotea. The Crown issued a number of grants but most of the claims were dealt with using scrip. Many claims were not dealt with to the satisfaction of either the Māori or the settler parties.

2.47 Hokianga Māori saw the second commission as a chance to assert the rights they believed they had retained. They continued to occupy and cultivate much of the land involved, including some of the scrip lands claimed by the Crown, and initially co-operated with the commission when it commenced in 1857 and helped identify the poorly defined scrip claims. They appeared before the commission to secure their interests but it did not find in their favour. They expected the surveys to mitigate any boundary quarrels and induce Pākeha to settle in the Hokianga but there were soon difficulties and extensive delays with surveying.

2.48 This produced serious flaws in the process. The Crown regarded lands for which it had paid scrip, to be Crown land. Much of this was unsurveyed and the Crown became concerned it had paid out more to settlers in scrip than there was land involved in the original transactions. In late 1858, as part of Bell's commission, the Crown undertook a comprehensive survey of the Hokianga scrip lands to reconcile the estimated acreage claimed and scrip paid out.

2.49 The surveys were overseen by a Native Department interpreter, who had grown up in the Hokianga and was related to a claimant to significant Hokianga lands. In some cases the Crown official did far more than interpret for the survey process. He simply dismissed boundary disputes by Māori and insisted Māori strictly adhere to the first commission findings. In other instances he disregarded some of the first commission findings where "such action would benefit the Crown including the survey of several claims that had been disallowed by the first commission."

Motukaraka

2.50 The Motukaraka transaction, which was the largest in the northern Hokianga, occurred in 1831 between Thomas McDonnell and Taonui, Whatiia and others. McDonnell claimed an area of 80 square miles (50,000 acres) of land for goods worth £134 at Sydney prices. The land was transacted without the knowledge of hapū living on it and this led to considerable dispute over the right of the parties to enter into the transaction. It was reputedly motivated by a dispute between Ngāti Here and the wider Ngāi Tūpoto hapū.

2.51 Commissioner Richmond investigated McDonnell's Motukaraka claim in 1843. Taonui confirmed the transaction but his right to sell the land was strongly opposed by many Ngāti Here, a section of the Ngāi Tūpoto hapū living on the block. Lead by Hua, Te Uruti and others they did not accept his right to sell but did concede Whatiia had mana whenua and had agreed to the sale of around 200 acres at Motukaraka Point despite the fact they were living on the land.

2.52 The Commissioner decided McDonnell had made a valid purchase and recommended the maximum Crown grant of 2,560 acres with one restriction. Because Taonui's right to sell Motukaraka land was disputed, he specified 2,560 acres was to be granted "provided there is that quantity included in the boundaries stated in this Report." Governor Fitzroy confirmed this recommendation in 1846, and a Crown grant was issued for 2,560 acres within the boundaries Richmond identified in his report. The boundaries were those put forth by Ngāti Here and only corresponded to the 200-acre Motukaraka Point.

2.53 McDonnell did not accept this because it restricted the total allowable grant for all of his claims in the Hokianga, including Motukaraka, to 2,560 acres. For their part Ngāi Tūpoto/Ngāti Here living on Motukaraka continued to deny Taonui's right to sell Motukaraka land and only affirmed McDonnell's purchase of the Motukaraka Point.

2.54 In August 1858, following a new investigation by Commissioner Bell, McDonnell officially relinquished his claim on Motukaraka in exchange for scrip and Motukaraka Island in the Hokianga Harbour. Ngāi Tūpoto/Ngāti Here continued to occupy the land, tending to their gardens and exporting spars.

2.55 Commissioner Bell had visited the Motukaraka area in March 1858 and informed Ngāi Tūpoto/Ngāti Here that McDonnell's purchase was now the property of the Government. Hapū members walked the boundaries of McDonnell's purchase with Commissioner Bell. Survey documents from 1858 noted McDonnell's purchase only covered the Motukaraka Point which was consistent with the hapū view.

2.56 Those living on the land sought to have areas reserved to protect their homes. The Crown did not agree to this and Motukaraka Point was put up for auction. Ngāti Here were forced to purchase the land to safeguard their homes and marae. A settler Christopher Harris, who was married to Ngahuia, secured the land by purchasing it.

2.57 In the late 1870s, the Crown began asserting ownership to the balance of the 2,560 acres of Motukaraka land under its surplus land policy. It tried to survey the land but stopped after protest from local Māori. Local hapū member, Rihi Hare Maika, was arrested for the removal of survey pegs and there were threats against the surveyors. In the early 1880s Nui Hare of Ngāi Tūpoto sought a land title investigation through the Native Land Court, but was unsuccessful.

2.58 At this time the Crown wanted to establish a Special Village Settlement on Motukaraka lands, to encourage settlers to the area. Continued Ngāi Tūpoto protest delayed the survey of the land until the mid-1880s. During the subdivision process they sought to have a number of areas set aside for their use, including several urupā, cultivations and papakainga and reportedly agreed to a series of reservations. However, the surveyors reduced the size of most requests. The Crown granted wāhi tapu to Ngāi Tūpoto at no cost. However it required them to exchange 3 acres of land for every acre reserved for papakainga or cultivation because the land at Motukaraka was considered to be excellent quality. In total Ngāi Tūpoto had to transfer 127 acres at Omarakura and 45 acres at Waerou to the Crown to safeguard homes and gardens. The reserves that were set aside were in the name of individuals on behalf of the hapū. Several of the reserves were subsequently alienated.

2.59 In later years Ngāi Tūpoto petitioned Parliament in relation to these events. Hōne Hare and 44 others of Ngāi Tūpoto petitioned in 1926. The petition argued that the lands had never been alienated and rejected the sale of the land. The Sim Commission dismissed the petition in 1927 without investigation. A further petition in 1938 from George Marriner, on behalf of G. J. Harris and 96 others, was referred to the Myers Commission, but was also unsuccessful.

2: HISTORICAL ACCOUNT

[insert map: Motukaraka]

Kohukohu

2.60 Land in pre-Treaty transactions was sometimes on-sold by the settler involved to another settler. This often occurred without the knowledge and authority of the relevant hapū, who typically believed they retained authority nonetheless. The original Kohukohu transaction concerned an allocation of land by Ihutai rangatira to the first Pākeha resident at Kohukohu, David Clarke. Clarke married a daughter of Wharepapa; he drowned in 1831. At some point Tārewarewa, Wharepapa and others also transacted some land at Kohukohu with Frederick Maning. Maning on-sold it to Dr Adolphus Ross, and Reverend Nathaniel Turner of the Wesleyan Mission in 1838, who sold small portions to G. F. Russell in 1839 and to another settler. Turner sold the remainder to Mathew Marriner two years later.

2.61 When the first commission heard Marriner's claim Wharepapa disputed the transaction alleging Marriner had not paid the full price. He also denied the original transaction was a permanent alienation and sought to have land reserved. Tārewarewa and his hapū denied the right of Wharepapa to allocate the land involved in the original transaction. The commission considered Tārewarewa and his hapū had stronger interests than Wharepapa to the land involved in the two overlapping transactions. It recommended a grant to Marriner, which he exchanged for £950 of scrip. In recognition of Wharepapa's interests the commission recommended a portion of land be reserved for Te Ihutai between the Waihoehoe stream and Marriner's house.

2.62 Nothing was done to provide this land to Wharepapa. The second commission reheard the claim at Kohukohu in 1858. Wharepapa continued to dispute Marriner's claim. Bell determined Marriner's claim to be 815 acres, but recommended one quarter of that area be reserved for chief Wharepapa, his grandson Hōri Karaka (George Clarke) and Te Ihutai, located between the Waihoehoe stream and Marriner's house. However the Crown did not grant any land to Wharepapa, Hōri Karaka, or the resident hapū. The Crown's survey of the land did include 53 acres for Russell and Gundry's claims, despite those transactions not being identified at the first commission.

2.63 In 1859 Wharepapa's ongoing dispute threatened to disrupt the survey of the Crown's scrip interest. The surveyor offered to survey a small piece for Hōri Karaka, if he allowed the surveyor to finish his work. Karaka refused and would not allow the survey without his grandfather's and the Ihutai interests also being cut out. Nothing further happened until 1883.

2.64 In 1883 the Crown surveyed out 570 acres to cover its interest but did not define the land supposed to be reserved for Wharepapa, Hōri Karaka and Ihutai. In 1884 the error was revealed but special legislation was required to fix the problem. The Native Promises and Contract Act 1888 empowered the Native Land Court to determine Māori interests in two areas to be set aside from the Marriner claims.

Mangamuka River Claims

2.65 Richmond confirmed a number of old land claims along the upper reaches of the Hokianga Harbour between Te Karae and the Mangamuka River in 1843. These included Mangataipa, Moturata, Horohoro and Rahurahu.

2.66 Re-investigations by Commissioner Bell in 1858 revealed large inaccuracies in the estimated land areas in the original land deeds, and that the Crown had paid an inflated amount of scrip to settlers. In 1858 the Bell Commission sent a surveyor, accompanied

by interpreter White, to commence surveying the pre-Treaty transactions along the Mangamuka River.

2.67 The Mangataipa claim by Cassidy was estimated to be 1,500 acres. During the Richmond Commission in 1843, two witnesses gave evidence in support of Cassidy's claim. Commissioner Richmond recommended an award of 299 acres. Despite this, the Crown paid Cassidy £1,053 scrip for 1,053 acres.

2.68 On survey in 1858, Mangataipa was found to contain 105 acres. Rangatira Te Ōtene and Wiremu Pātene had sought a 40 acre reserve of land their people used for houses, gardens and an urupā, offering to exchange adjacent land. Bell instructed White to take care to reserve homes and gardens, but White reduced the area to six acres of wāhi tapu, in exchange for land elsewhere.

2.69 Robert Hunt's Moturata claim involved 3,000 acres. "Tarro" acknowledged the original transaction and payments made. A second witness, "Matte", referred to a further payment made to extend the boundary and a dispute about the extension of the boundary to Mangataipa. The first commission recommended an award of 480 acres which later extended to 2,260 acres. Hunt received scrip worth £2,260.

2.70 When the area was surveyed in 1858 it was found to be 533 acres. Wiremu Pātene, Te Ōtene and Mohi Whitingama disputed Hunt's claim maintaining he had not followed through with payment. White, acting outside of his authority, rejected this as it was not raised at the commission. He failed to adhere to the boundaries that had been agreed by Bell. Wiremu Pātene, Mohi Tāwhai and other rangatira had sought to retain the land through exchange but White overrode their request.

2.71 The Richmond Commission heard Denis Cochrane's claims for 1,000 and 500 acres respectively at "Raurau" [Rahurahu]. "Etiro" and "Epuna" testified before the commission in support of the transaction which they originally entered into with Thomas McDonnell and G.F. Russell. It recommended an award of 275 acres conditional upon settling one of the boundaries. The award was later approved but subsequently amended to include an extra 725 acres. Two hundred acres of the claim was to be in the name of his half-caste daughter. Cochrane received £800 in scrip for the balance of the land minus the 200 acres.

2.72 During the Bell Commission there was Māori opposition to the survey with some doubt over the rights of those who were party to the transactions. Rangatira Wiremu Pātene, Hohepa Ōtene, Wi Hopihona Tāhua, Ngairo Whare Toetoe, and Rāpana Te Waha had agreed to the boundaries but only to an area of 200 acres for the whole claim. The surveyor later returned to Rahurahu in connection with a survey of an adjacent land claim (Horohoro).

2.73 At Horohoro, claims were made on behalf of the children of the late Thomas Mitchell. "Matti" and "Kirou" acknowledged the original transaction and payments made. Commissioner Richmond recommended an award of 276 acres which was subsequently approved. There is no evidence of any grant being issued.

2.74 Mitchell never surveyed the claim or raised the matter under the 1856 Land Claims Settlement Act so the land reverted to Māori. Not to let the matter stand, White surveyed the boundaries during the Bell Commission as he interpreted them, taking in 271 acres and, without any authority, assumed ownership for the Crown.

OUTCOME OF SECOND COMMISSION PROCESS

2.75 As a result of the Bell Commission the Crown granted a total of 16,966 acres around the Kaitāia district to settlers and retained 15,966 acres as "surplus". It set aside a total of 1,143 acres in four reserves for Māori. These reserves, in addition to the £1,541 paid by settlers in their transactions represented the benefit Te Rarawa received for a total of 34,075 acres.

2.76 The new Crown grants fundamentally altered the nature of the transactions between Te Rarawa rangatira and Europeans in the 1830s around the Kaitāia district. Many of those transactions, including the Awanui, Ōkiore, Ohotu and Pukepoto deeds, had provided for Māori communities to continue living on and using the resources of the land. In other cases such as the Kaitāia-Kerekere block Māori occupation, cultivation and traditional usage continued unabated anyway. The new grants were unconditional and did not carry on these provisions from the original deeds.

2.77 In the northern Hokianga Bell's Commission resulted in the Crown paying out £7,765 in scrip to settlers of the 90,000 acres claimed and retaining around 5,563 acres in surplus and scrip survey. The Crown granted just one reserve of six acres to Māori along Mangamuka River in the northern Hokianga despite requests for more.

2.78 Transactions that took place in the1830s between Māori and settlers only concluded in the 1860s with the issue of Crown grants. The Crown's assertion of ownership of scrip and surplus lands often took several more decades to reach conclusion.

"HALF-CASTE CLAIMS"

2.79 The Bell Commission finished before resolving all claims, including "half-caste claims" of children who had a Māori mother and Pākeha father. One such claim was made for 29.5 acres at Pūnehu in the northern Hokianga. Despite several attempts to have the Pūnehu claims resolved, the Native Land Court declared in 1880 that the claim had lapsed and the land was deemed to be Crown land.

2.80 The Court also considered a claim that in 1859 Ngāi Tūpoto gifted about 100 acres at Paraoanui (Parāwanui) to Makareta Kaneri (Gundry), by then a widow, to support her and her children. After initially declaring the claim had lapsed, the Native Land Court awarded Pairama Te Tihi and Ngāi Tūpoto the land in March 1882. The Crown, however, asserted ownership and the court overturned its award in the Crown's favour. Eventually, the Crown set aside 14 acres at Paraoanui for the "half-castes".

PRE 1865 PURCHASES

2.81 The Crown began a large scale land purchasing programme in the far north from 1858. Its aim was to extinguish customary land title and secure Crown ownership for the purpose of opening up Māori lands for European settlement.

2.82 The Crown also intended to set aside part of the land purchased for Māori under a new tenure. Governor Gore Browne noted in 1857 the Crown's intention in the Far North "to acquire large tracts of land by purchase from the Natives, out of which blocks, varying in extent from 100 to 2,000 acres, should be reconveyed under Crown grants to the principal Chiefs upon the extinction of the tribal title, such blocks consisting not only of cultivable but also of forest land, in order to secure to them a continued revenue."

2: HISTORICAL ACCOUNT

[insert map: Pre-1865 Crown purchasing]

2.83 The Crown actively pursued its land purchases around the Kaitāia area. From 1858 to 1863 the Crown acquired over 150,000 acres in the far north including Muriwhenua South, Kaiawe, Ahipara, Kokohuia and Maungataniwha blocks. This gave the Crown control of a substantial area of land in which Te Rarawa had interests and almost all remaining Māori land north of Kaitāia. It also had the effect of restricting legal ownership of Te Rarawa landholdings in the Kaitāia district to the Pukepoto area, which was largely low-lying swampy land.

2.84 Crown policy was to pay low prices for Māori land and on-sell it for high prices, with the profits subsidising immigration and financing infrastructure in the colony. The Crown generally promoted the idea that proximity to Pākeha settlement and opportunities for economic development were the principal benefits for Māori from land transactions. For their part, Te Rarawa rangatira continued to look for opportunities to benefit from the trade, technology and other benefits that nearby Pākeha settlement appeared to offer.

Kaiawe, Ahipara and Kokohuia

2.85 In 1859 the Crown purchased the Kaiawe block (1,375 acres) from Te Rarawa rangatira Te Pūhipi Te Rewharewha and Te Wāka Rangaunu for £58. This adjoined the Crown's surplus lands in the north (Tangonge block) and south (the Pukepoto block from the Puckey transaction). Little information is available about this purchase.

2.86 The Ahipara block (9,470 acres) described as "the finest land" was the largest of a suite of purchases completed around the Kaitāia area in 1859. The Crown purchasing agent made two payments – £100 for the claims of Te Pūhipi Te Rewharewha and Te Wāka Rangaunu and £700 to seventeen others. The alienation of the Ahipara block on the western shore of Lake Tangonge legally constrained Te Rarawa's access to the rich food resources of its wetlands. Although little changed on the ground at this time, these areas were later drained for farming purposes. The Crown purchased the 800-acre Kokohuia block adjoining Ahipara in 1861 for £50 from eight Māori including Te Pūhipi Te Rewharewha and Te Wāka Rangaunu.

2.87 Through these purchases the Crown secured almost all the remaining Ahipara-Kaitāia-Awanui flats and the bordering hills. An initial boom in Pākeha settlement in the Ahipara-Awanui area in the 1860s did not last. Māori remained in occupation and continued to use some of these lands and resources.

Muriwhenua South

2.88 The Muriwhenua South block makes up a substantial part of the Aupōuri Forest. Te Rarawa had interests in the southern portion of this extensive block of land. The District Land Purchase Commissioner Henry Tacy Kemp and local Resident Magistrate White negotiated the transfer of the block in 1858 for £1,100. The block was initially estimated to be 28,000 acres, but before negotiations were completed, the Crown realised it was far larger. Survey revealed the actual area was in excess of 87,000 acres which meant that the purchase price was equivalent to three pence per acre.

2.89 No survey plan was attached to the deed. Nor did the deed state the size of the block. As a result it cannot be confirmed whether the Māori vendors were properly informed of the amount of land being acquired before the deeds were signed. No reserves were set aside from the sale for Te Rarawa.

Maungataniwha

2.90 Maungataniwha was a major food gathering area for hapū. In this area the interests of hapū of Te Rarawa, Ngāpuhi and Ngāti Kahu converge. The Crown purchased 32,591 acres in the form of the Maungataniwha East, West No 1, and West No 2 Blocks in 1862 and 1863. The deeds referred to the sellers as the "chiefs and people" of Te Rarawa. At this time, there was no independent process to determine ownership of these lands and it was left to Crown purchase agents to determine with whom they should deal. There is limited documentation of the sales process including whether timber values were included in the sale price.

2.91 Nearly 3,000 acres were reserved from the Maungataniwha blocks for the benefit of Māori, but the Crown gave these blocks no formal protection. All but 754 acres were later alienated from Māori ownership. The economic base of local hapū was systematically eroded, the benefits they expected failed to eventuate, as there was limited or no settlement on these lands, and the balance of land on which they hoped to enjoy any benefits was also undermined. Te Rarawa hapū have continued to exercise what they regard as their customary rights to the resources of the Maungataniwha lands up to the present time.

Reserves

2.92 The Crown only set aside a few reserves from the 150,000 acres alienated from Te Hiku Māori between 1858 and 1863. In the short term there was negligible impact on Te Rarawa, because the Crown did not follow up its purchases with occupation on the ground. Māori generally kept the areas for cultivations and cattle runs while access to traditional food source areas such as lakes, rivers and the sea remained as it always was. The European presence in the area was initially insignificant. Te Rarawa largely continued their customary practices.

2.93 Declining population levels in the nineteenth century also blunted the effects of the early Te Rarawa Crown purchases. The effects of the inadequacy of reserves were generally not felt until the twentieth century when population levels had increased. By then Te Rarawa had lost around two thirds of their land holdings.

2.94 Although the long-awaited benefits of Pākeha settlement on lands the Crown had acquired before 1865 became noticeable from the 1890s, the declining amount of land remaining in Māori ownership by this time limited the opportunities for Te Rarawa to benefit from the developing settlement of Kaitāia, the main township in their area, and its fertile surroundings.

INTRODUCTION OF THE NATIVE LAND LAWS

2.95 The Crown established the Native Land Court under the Native Land Acts of 1862 and 1865. It aimed to facilitate the opening up of Māori customary lands to Pākeha settlement and provide a means by which disputes over the ownership of lands could be settled. Under this system, the Court, which consisted of a Pākeha judge and a Māori assessor, investigated title to Māori customary land, hearing claims and any counter-claims before recommending the award of a certificate of title.

Reform of Customary Land Tenure

2.96 The Crown established the Court to determine the owners of Māori land "according to Native Custom" and convert customary tenure into title derived from the Crown. Under customary tenure land rights were communal but the new land laws gave rights to individuals and did not allow titles to be awarded to Te Rarawa hapū as a whole.

2.97 The Crown expected land title reform would eventually lead Māori to abandon the tribal and communal structures of traditional land holdings. The Crown gave up its monopoly right of purchase and the legislation allowed Māori to lease and sell their lands with few restrictions.

2.98 Over time, the Native Land Court system replaced the traditional tenure systems of Te Rarawa. Whereas customary tenure accommodated the multiple and overlapping interests of different iwi and hapū to the same piece of land, the Court process led to the award of title to named individuals for an undefined share of an area of land and the right to alienate that interest in the land without regard to the interests of the wider community of owners. The Crown did not consult with Te Rarawa on the native land legislation prior to its enactment and Māori were not represented in Parliament at this time.

Introduction of the Native Land Court in Te Rarawa Area

2.99 By 1865 Te Rarawa landholdings had diminished by more than 100,000 acres, but hapū remained largely in control of their own affairs in their own rohe. The new land laws meant, however, that Māori had to use the Court to safeguard their interests and secure legal title to their lands if they wished to participate in the new economy. Only land held with a freehold title from the Court could legally be sold or leased, or used as security to enable development of the land. Those who did not participate in Court hearings initiated by other claimants risked losing their interests in the land.

2.100 Te Rarawa initially made limited use of the Native Land Court. About twenty blocks went through the Court between 1865 and 1873. All were relatively small areas concentrated around Ahipara and western Hokianga except the Kaitāia block. In accordance with the Native Land Act 1865, the Court awarded these blocks to ten or fewer grantees (although it could note any others with owners' rights on the back of the title). There may have been an expectation that grantees act as trustees for the wider community but there was nothing in the legislation to compel them to do so.

Kaitāia Block – Tension over Survey

2.101 Land had to be surveyed before the Court could hold hearings to determine ownership. This, and other Court processes, could trigger considerable tensions as illustrated by the11,026-acre Kaitāia block. In 1867 a Te Rarawa chief Tamahō Te Hūhū decided to put land near Kaitāia through the Court. He held hui with the people of Kaitāia and the Victoria Valley to discuss their claims to this land. Despite some opposition it was generally accepted that Tamahō had established a claim to the area south east of Kaitāia. He later commissioned a survey of the land which became the Kaitāia block. However this precipitated a boundary dispute between Te Rarawa of the Ahipara, Herekino and Whāngāpe districts, and Te Paatu.

2.102 Te Paatu challenged the survey and the rival claimants assembled taua (war parties) to protect their interests. Resident Magistrate White and two Native Land Court Assessors

mediated the dispute which eventually resulted in an agreed northern boundary of the Kaitāia block.

2.103 The Court awarded title to the Kaitāia block to nine rangatira representing Te Rarawa hapū. The block was then divided into the Kaitāia North and Kaitāia South blocks, with the Court placing a 21-year restriction on the alienation of the 5,220-acre Kaitāia South block.

Te Rarawa Attempts to Retain Authority

2.104 In February 1869 a large number of Te Rarawa attended a meeting at Whāngāpe where some Te Rarawa chiefs proposed to elect Māori to adjudicate all land questions such as disputed rights and on criminal issues. This led to the election of a head chief to preside over Hokianga Te Rarawa and another head chief to preside over the Kaitāia Te Rarawa. They sought the approval of the Crown, and asked to have a Resident Magistrate at Whāngāpe if the Crown would not recognise the authority sought for the elected head chiefs. The Resident Magistrate from Waimate North forwarded the request for a Resident Magistrate to be appointed to Whāngāpe, but the Crown did not agree to these proposals.

CROWN PURCHASING AND NATIVE LAND COURT 1870-1890S

2.105 In 1871 a Crown official reported that Te Rarawa had already alienated a reckless amount of land, and were in danger of becoming paupers. In the early 1870s, however, the Government borrowed heavily to fund an immigration and public works scheme to increase Pākeha settlement and develop the infrastructure needed for a growing colony. This led to a new phase of Crown purchasing of Te Rarawa lands and Native Land Court activity.

2.106 The Crown's first purchase came about after it discovered the 5,806-acre Kaitāia North block was under negotiation with a private purchaser. The Crown subsequently authorised Resident Magistrate White to enter into negotiations for the block. The Crown secured the land through a deed signed in July 1872.

2.107 In 1873 the Crown sent land purchase agents to the north to discuss the purchase of further land. From 1873 to the early 1880s Crown agents negotiated the purchase of approximately thirty blocks of land, totalling nearly 95,000 acres. This included Te Kauae-o–Ruru-Wahine, Mangakino, Taraire, Manganuiowae, Ōtangaroa, Takahue, Te Uhiroa, Pūhata, Te Paku, Tauroa, Epakauri, Orowhana, Ngatūaka, Te Takanga, Māpere, Tapuwae and Rāwhitiroa blocks.

Costs

2.108 All of these blocks had to have their ownership determined by the Native Land Court. The Court system imposed costs on Te Rarawa including Court fees for all blocks for which the Court determined titles. In 1882 Te Rarawa had to pay £26 for the subdivision of Patiki into thirteen blocks. Many participants in Court hearings also had to pay for travel to Court venues such as Rawene and for accommodation while hearings were in progress or while they waited for their cases to come up. This had implications in terms of cost and time away from normal pursuits such as gardening, fishing, and food gathering.

2.109 Surveys sometimes revealed discrepancies in block boundaries which led to further Court attendances. In 1876 Hapakuku Ruia of Ngāti Wairupe told the Native Land Court a portion of land was wrongly included in the Te Uhiroa Block, which had passed through the Court. That portion had been included in a previous survey of Te Puhata Block. He objected and sought its exclusion from Te Uhiroa.

2.110 Surveying was the greatest direct cost for Te Rarawa. They had to meet this cost for all land they were awarded even if others were responsible for bringing these blocks into the system. Surveying costs could lead to land sales as in 1897 when the Court subdivided the Motukaraka block into Motukaraka West A and Motukaraka West B. The Court vested Motukaraka West B in trustees who were forced to sell the land to meet the costs incurred surveying Motukaraka West and Tapuwae.

Expectation of Collateral Benefits

2.111 Crown purchase agents frequently emphasised to Te Rarawa the collateral benefits which could be expected from selling land to the Crown. In July 1873 a Crown land purchase agent met with Māori at Ahipara to sound them out on selling land in the fertile Victoria Valley. He emphasised that "if good land was sold by them Pākehas would not only be glad to come, but would remain and prove a lasting benefit to the Natives." Te Rarawa replied that they were not anxious to sell their land.

2.112 However in August 1873 Timoti Pūhipi informed the Crown agent that the Ahipara people had decided to sell some land to the Government. He added "the reason of giving you this land is, that we want Europeans to come (and reside on the land) not later than January 1874".

2.113 The Crown land agent returned to Ahipara the following month and again promoted the benefits of Pākeha settlement to an assembly of people. Te Rarawa rangatira told him they had received no benefits from previous land sales. The Crown agent replied that "You the Rarawa were, with Ngāpuhi the first to welcome the white man but you have let him, the substance, go from you, all that you have retained is the shadow and other tribes are now enjoying the benefits that might have been yours this day". He added the only way to get those benefits was "…to sell at a reasonable prices a large block of good land – land that you yourselves would cultivate. Then the Pākeha will reside on it, population will come and you will become independent like many Southern tribes". The Crown agent repeated this message at a meeting at Herekino after hearing there was interest in selling a valley called Te Uwhiroa [Te Uhiroa].

Crown Approach to Purchase Price Negotiations

2.114 The Crown expected its land purchase agents to acquire land as cheaply as possible. It often authorised a maximum price per acre but expected its agents get the land for less. In the days following the negotiations at Herekino, the Crown agent met with Māori at Takahue to discuss a prospective land purchase. These discussions led to the sale of certain areas of land. The Crown authorised the agent to pay a maximum of 3/- an acre for Takahue, but directed him to try and purchase this land for less if possible. The agent told the owners the Crown would not pay additional money for the timber on the block, and it was finally purchased for 2/4 per acre.

Payment of Tāmana

2.115 One of the Crown's land purchasing techniques was to begin purchase negotiations before the owners of the land had been determined by the Native Land Court. It generally negotiated with a group it understood to be the principal owners and paid them an advance (tāmana) to secure their agreement to sell.

2.116 For example, the day after he encouraged those gathered at Herekino to sell Te Uwhiroa valley the Crown agent received two pounamu as a symbol of Te Rarawa agreement to sell the land and have Europeans settle among them. In return, he gave a small sum of tāmana as a token of the Crown's good faith. This strategy could provoke ill-feeling among Māori. Kara Pika Kōmene later objected to tāmana being paid before all the owners had agreed to a transaction. He argued there should be only one payment to all the owners and it should occur when the transaction was completed.

2.117 The Crown would not complete purchases of blocks for which it had paid tāmana until the Court had awarded titles for the affected land. The Native Land Act 1873 had replaced the ten-owner system by requiring the Court to include all those with interests in land on a memorial of title and to only allow the sale of block to be completed with the consent of all owners on that memorial. However, when the Crown had already negotiated to purchase the land Te Rarawa frequently submitted lists with few names to the Court for inclusion on the titles of land. This meant the Crown only had to make arrangements with a small number of legal owners to complete its transactions.

2.118 In March 1877 the Court awarded the Māpere, Ōtangaroa, and Te Takanga (No.2) blocks to fewer than ten owners. The Crown completed its purchases a few days later and in the case of Takanga No. 2 declared it Crown Land under the Wastelands Act 1876 and the Land Act 1877. Because the Court's records focused on the transfer of title there is limited information about these transactions. Usually there were few details recorded if the Court simply rubber stamped out of Court arrangements.

Epakauri, Orowhana and Te Tauroa Negotiations

2.119 A similar approach was taken with other lands the Crown secured in 1877. The Epakauri, Orowhana and Te Tauroa lands (1,600, 6,562 and 10,510 acres respectively) were highly prized by the hapū of the area and rights to those lands were contested. The Crown opened purchase negotiations for those blocks with the payment of tāmana before the Native Land Court investigated ownership of them in November 1875. The claimants told the Court they did not want to list all those with interests in the land on the title. A Crown land purchase officer supported this, suggesting to the Court that "the naming of only ten persons as owners would facilitate the purchase of land by the Government, as some of the other parties if named as owners might decline to sell their shares or require an exorbitant payment for them". The Court adjourned hearings, however, until there was an agreement that all customary rights holders would be included on the titles.

2.120 In June 1876 these blocks came before the Court again, but this time Ngāti Kuri/Ngāti Wairupe and other Te Rarawa hapū contested ownership. The Court declined to make an order as it feared this would deepen the animosity between the parties, and again adjourned the case. The Judge subsequently expressed concern to Chief Judge of the Native Land Court that the hapū concerned no longer had sufficient land to support themselves.

2.121 No action was taken, however, and in March 1877 a different Judge found that Te Rarawa and Ngāti Kuri and Ngāti Wairupe had reached agreement and awarded title to both. Although the out-of-Court arrangements are not recorded in detail in the Court records, the evidence presented by claimants and counterclaimants in support of their claims was reported in full. Ngāti Kuri and Ngāti Wairupe provided two names for the title to Epakauri and one for each of Orowhana and Te Tauroa. Representatives of the other Te Rarawa hapū gave two names for Epakauri and three for each of Orowhana and Te Tauroa. Three weeks later, the Crown acquired the Epakauri and Te Tauroa blocks for 4d an acre and Orowhana for 3/- an acre (a total of £27, £175 and £984 respectively for the three blocks).

2.122 These alienations severely reduced the land available to the hapū of this area including Ngāti Kuri and Ngāti Wairupe. As well as loss of land, the hapū lost urupā, sites of spiritual significance and knowledge and tikanga associated with those sites. The Crown's acquisition of these lands was not followed by Pākeha settlement. In the late 1890s the Crown gazetted Epakauri as a kauri gum reserve. Epakauri, Orowhana and Te Tauroa have since become land administered by the Department of Conservation.

Warawara

2.123 The Crown also opened negotiations in 1873 for the customary Te Rarawa land known as Te Kauae-o-Ruru-Wahine with the payment of tāmana. According to Te Rarawa sources, the rangatira received verbal assurances from the Crown that they would retain ownership of the timber and other resources on the land and these assurances were pivotal to their agreement to sell.

2.124 The Crown's policy was to complete purchases for customary land after the Native Land Court had determined the land's ownership. Crown agents therefore encouraged Te Rarawa hapū representatives to have this land surveyed and lodge an application with the Court to determine its ownership. This would enable the Crown to seek the owners' signatures to the transfer of title documents. The parties would then return to the Court to have the transfer of title authorised.

2.125 In May 1875 the Court heard claims for the 9,260-acre Te Kauae-o-Ruru-Wahine blocks, and subdivided them into three parts. Titles were awarded to fourteen rangatira although there were an estimated 200 Te Rarawa with interests in the land. The Crown secured the signatures of the fourteen rangatira to deeds of purchase and on 12 June 1875 presented these deeds to the Court. The Crown paid the outstanding purchase money and the Court explained the effect of the deed to the legally recognised owners. The deed of sale did not include any conditions to preserve rights to the timber or other resources.

2.126 In addition to the Kauae-o-Ruru-Wahine blocks the Crown acquired a number of smaller areas over a period of years from 1875 including all of Te Takanga and parts of Waihou Lower, Otangaroa, Ototope, Taikarawa, Whakarapa, Paihia, Rotokākahi, and Waireia. These blocks became collectively known as the Warawara and originally comprised an area of 18,270 acres.

[insert map: Warawara]

Protest about Loss of Warawara Resources

2.127 Te Rarawa hapū believed timber and other resources were excluded from the Crown's purchase of land in Warawara, and continued to access its timber and gum resources for many years. However in 1903 the Crown proclaimed regulations which prevented Te Rarawa hapū members from continuing to dig gum and asserting ownership of the trees.

2.128 Te Rarawa immediately began approaching Members of Parliament to restore their access to the timber and other resources. In 1924 the Crown received a formal petition after Te Rarawa had held a series of meetings. A Native Land Court Judge investigated but denied the validity of the claim because the claimants had taken so long to bring the matter forward. He concluded it was probable there had been an understanding the Crown would allow the taking of "a bit of timber for a church or some whares or fences or for making some canoes". For a number of decades the Crown denied ongoing requests from Te Rarawa communities for permission to take timber for housing, school and community projects, and gum from the Warawara.

2.129 In 1922 the Crown transferred Warawara forest to the newly formed New Zealand Forest Service, which managed it for production purposes until the late 1970s. Initially the high operational costs of milling the timber restricted the Crown's commercial operations to small-scale milling of "dry" kauri. The Crown began large scale milling in the 1970s, however, and by 1974 had extracted 8.5 million board feet of timber. The Crown then set the Warawara aside as a conservation area. In 1979 the Crown established a sanctuary, and in 1982 an ecological area. In 1984 Warawara was included as part of the Northland Forest Park and in 1987 the Forest Service was disestablished and the Warawara was transferred to the Department of Conservation.

2.130 Te Rarawa hapū have carried a grievance in relation to the Warawara for more than a century despite numerous attempts to have the matter addressed. Their contention that the sale of land excluded the timber and other resources was never addressed or resolved to their satisfaction.

Lack of Settlement

2.131 Te Rarawa expected the Crown's acquisition of over 65,000 acres of land in 1875 (including Te Kauae-o-Ruru-Wahine, Takahue, Manganuiowae, Otangaroa, Te Uhiroa, Te Takanga and Te Puhata blocks) would lead to European settlement. In 1876 the Resident Magistrate reported to the Native Department that Māori in the Hokianga:

> *continued to express great anxiety for the introduction of European settlers amongst them, and repeatedly ask me why, the Government having lately purchased such large blocks of land, settlers have not been placed upon them, stating that one of their motives for selling was to cause an increase of Europeans in the district, and so enhance the value of the lands still remaining in their possession.*

Failure to Ensure Reserves

2.132 In 1876 the Tokerau Native Land Court Judge warned the Chief Judge that the requirement of the Native Land Act 1873 for Māori to have reserves of 50 acres per person was not being implemented. He was concerned Crown and private purchases in his district would leave insufficient land for Te Rarawa and other Māori. No action was taken, however.

Purchasing of Individual Interests

2.133 Instead, legislative amendments after 1877 made it increasingly easy for the Crown to purchase land from individual Māori landowners without regard for the wider community of owners in a land block. The Crown could purchase an individual's interest (or undefined share) in a land block and, when it had sufficient interests, apply to the Court for its shareholding to be partitioned out of the block.

2.134 The Court had investigated 3,360 acres on the southern Herekino Harbour in 1876. The Court heard claims from three hapū and awarded half to Ngāti Kuri and Ngāti Wairupe and half to two Te Rarawa hapū. The block included the areas known as Rarotonga, Waipipi, Huahua and Ngāmaku. In 1879 the Court partitioned the land into the Rarotonga and Rāwhitiroa blocks and the Crown's land purchase agent started negotiating for individual owners' interests in the Rāwhitiroa block. In 1882, having secured the interests of 26 of the 30 owners, the Crown applied to the Court to partition out its share of the 1,706-acre Rāwhitiroa block. The Court awarded 1,482 acres to the Crown. This left the hapū without legal access to Rēmonga burial reserve which remained customary Māori land.

Monopoly Purchase Powers

2.135 At various times the Crown protected its ability to acquire land from Māori by re-imposing monopoly purchase conditions. Several Parliamentary enactments from 1871 empowered the Crown to proclaim blocks to be "subject to Crown negotiations" which meant that even owners of the affected land who were not in negotiation with the Crown could not alienate any interests to private parties. In 1878 the Crown proclaimed several blocks including Tapuwae, "Motukaraka", Taraire and Te Paku. The Crown did not succeed in purchasing all of the land it proclaimed but did not remove these proclamations until it had acquired as much land as it thought it could.

Special Settlements

2.136 As the Crown continued negotiating the purchase of land the Resident Magistrate reported again in 1879 that Māori were pressing upon him that the Crown had held out the benefits of European settlement as an inducement to sell their land and they wanted the Crown to fulfil that promise. In the mid 1880s the Crown attempted to generate some European settlement in parts of the Takahue, Te Pūhata, Te Uhiroa and Motukaraka blocks in a 'Village Homestead Special Settlement' scheme. This tried to encourage settlement by providing monetary advances to Pākeha settlers but had limited success.

CROWN PURCHASING 1890S

2.137 An economic crisis in the 1880s led to a significant reduction in the scale of Crown purchasing which resurged in the 1890s, as the economy recovered. During the 1890s the Crown purchased over 27,000 acres of land from Te Rarawa hapū. This included the Ototope, Rarotonga, Rotokākahi A2, Te Awaroa 1A1 and 2A, Tautehere, and parts of Tapuwae 3, Motukaraka West, Ōkahu, and Pātiki blocks. The Crown's frequent negotiations with individual owners in the 1890s meant Te Rarawa lost the tribal control over the land alienation process they had exercised in the early 1870s.

Purchase of the Kaitāia South block

2.138 In 1891 the Crown finally acquired the Kaitāia South Block after a number of attempts. The Court had, in 1868, issued a rare order to make the land inalienable for 21 years. It was one of the few Te Rarawa blocks where such an order was made. However, after purchasing Kaitāia North in 1872 the Crown was keen to add Kaitāia South to its landholdings. A Crown official later wrote that this block "was no use to the Natives and is surrounded by government land and unless the Native title is extinguished will be a source of annoyance to future settlers." By February 1873 it had persuaded one of the owners of Kaitāia South to apply for the restriction on alienation to be lifted, but this could not occur without intervention from Parliament.

2.139 In 1884 the Native Land Court divided the land into two parts vesting Kaitāia A in the names of three Te Rarawa rangatira and Kaitāia B in the names of eight. However, the subdivisions were not surveyed on the ground. The restriction on alienation expired in 1891 and the Crown agreed to purchase the 5,520 acres in these blocks for 7/6 per acre.

2.140 A Crown official paid this money to its purchase agent who paid just 4/6 an acre to the owners. The Crown agent kept 3/- an acre claiming he was the owners' agent, and the £783 he kept was a legitimate commission.

2.141 In 1892 the owners petitioned the Native Affairs Committee asking to be paid the full amount of purchase money the Crown had agreed to pay. The owners were adamant they had not authorised the Crown purchase agent to act as their agent. The Crown informed the committee the agent had received £50 from the Crown as commission and it intended the vendors to receive the full 7/6 per acre purchase price.

2.142 The Native Affairs Committee considered this was a private matter for a Court of Law. In 1893 the Crown arranged for Court proceedings to be taken on behalf of the owners against the agent. The Court concluded it was uncertain whether the owners were explicitly informed that the Crown had agreed to pay 7/6 an acre, and that they may have had to infer this from the text of the deed. However the Court found in favour of the agent because it thought the owners had agreed to pay the agent commission. The Court thought 4/6 an acre was a fair price. After this judgement the Crown's management of land purchase agents was subject to strong public criticism. Hone Papahia petitioned Parliament seeking a further investigation but this was rejected.

Re-Introduction of Crown Monopoly on Purchase of Māori Land

2.143 In 1894 the Crown re-imposed pre-emption over the whole country. Timoti Pūhipi and 30 other chiefs of Te Rarawa and another iwi wrote to the *New Zealand Herald* in 1895 to "place before the European public of New Zealand our true feelings in respect to the Native legislation" in force. They considered the re-introduction of Crown pre-emption to be "monstrous and outrageous" because it prevented them from obtaining market value for their lands. It also prevented leasing of lands to private parties, which the chiefs considered to be "one of the safe modes with us to enable such liabilities imposed on our lands to be paid off".

Impact of Operation of Native Land Laws and Crown Purchasing 1865-1900

2.144 Between 1865 and 1900, the Crown purchased at least 130,000 acres of Te Rarawa lands and forests. It acquired this land with an awareness that its previous land

purchases had not brought economic benefits to Te Rarawa and without ensuring the safeguards it wrote into the Native land laws to protect Māori interests were applied to Te Rarawa.

2.145 The Crown's land purchasing took place in an increasingly difficult period for Te Rarawa as their population declined. Te Rarawa consider the Crown purchased their land for less than it was worth. The economic benefits Crown land agents said the Crown's land purchases would bring did not materialise. Much of the land the Crown purchased was steep, bush clad, windswept, difficult to access and not suitable for farming. The sales generated little economic activity from which Te Rarawa were able to benefit.

2.146 As well as not providing the benefit of Pākeha settlement, the Crown's control of the land restricted Te Rarawa access and customary use of the resources on these lands. For example, in 1886 the Crown proclaimed the Te Kauae-o-Ruru-Wahine blocks, Ōtangaroa 1 and the Te Takanga blocks it had purchased in the 1870s to be a state forest. In 1885 the Crown proclaimed the Warawara as a state forest under the jurisdiction of the Land and Surveys Department.

2.147 By the end of the nineteenth century Te Rarawa held only around 100,000 acres, less than a third of their original land holdings.

2: HISTORICAL ACCOUNT

[insert map: Crown purchasing, 1865-1900]

[insert map: Land in Māori ownership at 1900]

TWENTIETH CENTURY MĀORI LAND ADMINISTRATION

The Tokerau Māori Land Council

2.148 Crown concerns about the effect of land loss on Māori led to a suspension of Crown purchasing in 1899, and influenced legislative reforms of Māori land administration in the twentieth century. In 1900 Parliament enacted the Māori Land Councils Act, and in 1901 the Crown established the Tokerau Māori Land Council to oversee the administration of Māori land in Tai Tokerau. Several members of the council were to be elected by Tai Tokerau Māori, and at least half the councillors were to be Māori.

2.149 The council was empowered to determine title to customary lands, with the assistance of Papatupu Block Committees. Block committees thoroughly assessed and advised the council of customary ownership of 57,000 acres including the Waihou, Whakarapa, Te Karaka, Wairoa, Kahakaharoa, Te Karae, Manukau, Mātihetihe and Ahipara blocks. Inalienable papakainga on these lands were reserved for Māori occupation.

2.150 The council became responsible for approving all sales and leases of Māori-owned land in Tai Tokerau. Māori land could also be vested in the council in trust for leasing. The owners would not be consulted about the terms of the leasing, but would receive income from the rents paid. At first land could only be vested in the council voluntarily. After 1903, however, the Crown was legally able to compulsorily vest land in the council so that it could be developed for commercial agriculture while remaining in Māori ownership.

The Tokerau Māori Land Board

2.151 In 1905 the Crown replaced the Tokerau Māori Land Council with the Tokerau Māori Land Board, and ended the provision for Tai Tokerau Māori to elect board members. In 1913 the Crown ended Māori representation on the land boards.

2.152 Crown policies in the twentieth century effectively suspended Te Rarawa's full rights of ownership in their remaining lands. The Crown's establishment of land boards to oversee the administration of Māori land was the first of a number of measures the Crown imposed on Māori land during the twentieth century which significantly eroded the owners' rights in their land.

2.153 In 1907 the Crown established the Stout Ngata Commission to investigate the utilisation of Māori land. It recommended that more than half of the best Māori land in Mangonui County between Herekino and Ahipara be vested in the Tokerau Board. The Crown acted on this in 1909 by compulsorily vesting a large quantity of Te Rarawa land in the board. Large areas in the Hokianga, such as Te Karae, also came under direct board control in the first decade of the twentieth century.

2.154 The Native Land Act 1909 provided for all sales of Māori-owned land, as well as leases to private parties, to be approved at meetings of the assembled owners arranged by the board. At these meetings the approval of the owners controlling a majority of the shares in any block who were present at the meeting was required for any land alienation to proceed. This meant that sometimes a minority of owners could consent to a sale or lease. The board's principal business until the 1920s was overseeing the selling and leasing of Māori land in response to demand from Pākeha farmers.

The Tokerau Board's Administration of Te Karae

2.155 In 1905, following a Papatupu Block Committee investigation into hapū interests the board issued orders naming owners for the Te Karae block of over 19,000 acres. The land was divided into Te Karae 1, 2, 3 and 4, and individual shares were awarded to several hundred people from Te Ihutai, Ngāti Toro, Patutaratara, Kōhatutaka, Te Raho Whakairi, Ngāi Tūpoto, Ngāti Here and Ngāti Hua hapū.

2.156 In 1907 the Crown compulsorily vested Te Karae block in the Tokerau Māori Land Board after concluding that these lands were unnecessary or unsuitable for occupation by their owners.

2.157 In April 1908 the Te Karae owners presented submissions on the future use of their land to the Stout Ngata Commission. A majority wanted to retain most of Te Karae as papakainga or lease it back to its Māori owners. Some owners agreed to some land being leased to non-Māori.

2.158 From 1908 the board oversaw the survey and leasing of Te Karae which some owners protested against. After consultation with the owners, 1,230 acres were set aside for Papakainga; 5,175 acres for preferential leasing to Māori; and 12,654 acres for leasing to the general public. Few, if any, of the sections offered to Māori owners to lease were taken up, however, in part because the offer required them to pay rent. Most of the preferential Māori land was then offered to the general public.

2.159 In 1911 the Tokerau Land Board mortgaged Te Karae land to the Crown to fund surveys and roads to encourage Pākeha settlement on the land. The owners were not consulted. The board borrowed £7,500 for roading and surveying, and provided the Hokianga County Council with a £500 subsidy for roading from Te Karae lease receipts.

2.160 The loan was to be repaid over a period of 40 years at four per cent interest. This amount was apportioned between the four Te Karae blocks on an area basis. Consequently, Te Karae land and its owners were committed, without consultation, to paying £15,100 over 40 years to repay the £7,500 the board received in 1911. From 1911 to 1915, the board spent over £8,000 on extensive roading and survey work on Te Karae which it was intended would facilitate higher rental income from the board's leases. The roads between Kohukohu and Broadwood and Mangamuka Bridge later became a main highway and transferred into public ownership.

2.161 In 1912, the board began making loan and interest repayments which were deducted from the income available to the Te Karae owners. This income came from leases the board granted to settlers for terms ranging from 21 to 50 years.

2.162 In the 1930s legislation reduced the rentals payable by the Te Karae lessees due to the tough economic times of the depression. However the Crown did not reduce the board's loan and interest repayments. This meant the board struggled to repay its debt. The Crown finally agreed to write off part of the loan, and in 1942 the board settled the debt after having re-paid the Crown £11,500 of the owners' money in principal and interest.

[insert map: Te Karae]

Crown purchases in Te Karae

2.163 In 1915 the lessees of Te Karae urged the Crown to purchase this block, so it could sell them the freehold in the land they leased. The Crown soon opened negotiations to purchase Te Karae, and acquired most of Te Karae 1, including interests of owners opposed to selling, after the owners of only a third of the shares in the block voted to sell at a meeting of assembled owners.

2.164 The Crown also attempted to purchase Te Karae 2, 3 and 4 in 1915, but overwhelming majorities of the owners of these blocks opposed any sale. While the assembled owners' provisions were introduced to ensure collective Māori decision-making over land, the Crown had ensured it could purchase Māori land without using these provisions, and frequently did so. From 1915 the Crown actively purchased interests in Te Karae 2 and 4 from individual owners over a period of several decades.

2.165 In 1918 the Crown received a petition from 35 owners protesting against the deduction of a portion of the board's debt from the purchase money they received.

2.166 During the 1920s and 1930s the Crown applied to the Native Land Court several times to partition out the land it had acquired. The Crown sought to ensure the land it received in Te Karae 2 and 4 matched the leased areas because they were the better quality and more accessible land in these blocks. This approach made it easier for the Crown to on-sell freehold title to the previously leasehold land. By the late 1930s, the Crown through negotiation with individual owners had acquired the majority of Te Karae 2 and 4. In addition to the purchase money, the Crown also paid the Tokerau Board the share of the mortgage allocated to each part of the Te Karae land it acquired.

2.167 The Crown took out a lease on 438 acres of Te Karae 3 in order to make land available for Pākeha farmers as part of a small farm project. In 1938 the Crown promised those farmers it would purchase the freehold for them. However, the owners wished to retain this land, and the Crown did not succeed in purchasing any of their interests before 1950.

Ōmākura 1915-1948

2.168 In 1915 the Crown agreed to exclude a kainga and surrounding land at Ōmākura from its Te Karae 1 purchase. Nevertheless, over the next 30 years, Kōhatutaka hapū consistently protested that an urupa at Ōmākura should also have been reserved for them when the Crown purchased Te Karae 1.

2.169 The Tokerau Land Board built a road over the urupā in spite of protests from Kōhatutaka hapū. The initial sense of grievance over this increased as the road was further developed and widened periodically over the years. Te Rarawa recall Kōhatutaka hapū protesting each time road works further interfered with their wāhi tapu.

2.170 The reserve containing the kainga was eight acres, and became known as Te Karae 1 section 72. It continued to be vested in the Tokerau Land Board, but was left unoccupied for 30 years. In 1947 the board decided to lease Te Karae 1 section 72 to a neighbouring Pākeha land owner for ten years so that scrub and weeds could be cleared. The lessee planned to use the section to provide road access to his farm located on surrounding land.

2.171 The board granted the lease without consulting most of the owners, and in 1947 several owners occupied the section in protest at it being leased without their consent. The board

obtained an injunction from the Māori Land Court prohibiting those owners who had participated in the occupation from coming onto the land for ten years. These owners refused to leave and were prosecuted for trespass. They were convicted of trespass in 1948 and imprisoned.

2.172 In 1948 some other owners petitioned Parliament for an inquiry into the leasing of these lands. However, after reviewing the board's decision to proceed with the lease, the Crown concluded that the lease should stand. Several owners also asked the Minister of Māori Affairs to prevent a road from being built over Te Karae 1 section 72. However the Crown concluded that the road was in the best interests of everyone connected to this land.

Te Karae land since 1950

2.173 In 1950, as the first Te Karae leases neared the end of their terms, the board still controlled and leased approximately 3,000 acres of Te Karae. The owners called for the return of those lands but had to provide compensation to the lessees for their improvements to the land before this could happen. Although it had responsibility for administering the land on behalf of its owners, the Tokerau Board had taken no steps to set aside from the rent the funds required for this, and the vested lands were not returned to Te Rarawa control at this time.

2.174 In 1952 the Crown purchased 458 acres in Te Karae 3 from individual owners for its small farm scheme. In 1954 a law change finally prevented any further Crown purchases of land Māori had already leased.

2.175 In 1954 the remaining vested lands were vested in the Māori Trustee who had taken over the board's functions. The Māori Trustee was unable to pay all the compensation for improvements that were due as leases began to expire in 1957, and some of Te Karae, including Te Karae 1 section 72, remained vested in the Māori Trustee in 1992.

2.176 Although the Crown's intention in compulsorily vesting Te Karae lands in the Tokerau Board was to ensure the retention of those lands for the owners, private purchasers continued to acquire interests in Te Karae after 1954. Today, only around 1,100 acres of Te Karae lands remain in Māori freehold title. There are approximately 5,000 acres still in Crown ownership as Te Karae station and as land administered by the Department of Conservation.

The Sale of Waireia D

2.177 In 1913 the 4,429-acre Waireia block came before the Native Land Court. The Te Rarawa claimants argued the block comprised three distinct parcels: Waireia, Te Peke and Pūpūwai. They called for Waireia to be awarded to the descendants of Tarutaru and Kahi, Te Peke to be awarded to the descendants of Ihengaiti, and Pūpūwai to be awarded to the descendants of Ngono. The Court decided the descendants of these ancestors were all one family and awarded them interests in a single undivided Waireia block.

2.178 In 1913 a private purchaser sought to acquire the Waireia block, and approached the Native Land Court to assist. The Crown received a letter from a teacher at a Hokianga school asking it to void a number of proxies which some owners in Waireia D had given to another owner to represent their interests at hui to determine whether this block should be sold. The teacher wrote that the proxy holder had told the other owners he

would vote against any sale, but the teacher had seen him in the company of a well known land purchase agent. The Crown took no action in response to this request.

2.179 In April 1914 the proxy holder voted in favour of the sale of the entire Waireia D block of more than 4,000 acres. One of the owners at the meeting asked to withdraw the proxy he had given, but was informed by the board that it was too late to do so. A large number of owners opposed the sale. Also, several large shareholders only consented to sell part of their interests. Had this been taken into account a majority would not have been achieved. However the board approved the sale of the entire block which left many of the owners landless.

2.180 A condition of the sale was that the timber be paid for separately, but a Crown valuer assessed the value of the timber as nil, and the owners received no payment.

2.181 By June 1914 owners were protesting to the Crown about the circumstances of the sale. Several signed declarations that they had given proxies on the understanding the proxy holder would vote against the sale. The school teacher, who had warned the Crown the previous year, wrote again reiterating his concerns. In September 1914 a Native Land Court Judge investigated the transaction. He concluded there was no reason to believe the testimony of "unreliable" Māori witnesses that they had given their proxies for a vote against rather than for the sale.

2.182 The owners continued to protest to the Crown about the circumstances of the sale. In 1925 Hōne Te Tai and 28 others lodged a petition "for compensation for loss incurred through a false report by a Government valuer as to timber on the land."

2.183 Finally the Crown asked another Native Land Court Judge to inquire into the Waireia D transaction. In 1931 the Judge concluded the Tokerau Māori Land Board had "failed to protect the interests" of the owners. In his view there had been no valid resolution to sell the land and the sale should never have been confirmed. The Judge concluded the purchaser had not kept a promise to pay for the timber, which should have been valued at more than £2,000. He recommended special legislation be enacted to rescind the incorrect 1914 valuation and require the purchasers to pay for the timber as promised. The Judge also recommended that the former owners of Waireia D should receive interest on the value of the timber since 1914, and an area of nearby Crown land as compensation.

2.184 In 1932 the Chief Judge of the Native Land Court and the Solicitor General advised the Crown there was no legal or equitable obligation for it to compensate the owners of Waireia D. The Crown decided the Tokerau Board should pay the owners £315 which was the value of the timber taken from Waireia D since the sale. However the board was low on funds and the payment was deferred.

2.185 In 1935 the Native Land Court Judge who conducted the 1931 inquiry recommended the board pay £500 compensation to the owners, but the Crown decided not to make this payment as it was still considering its response.

2.186 The Crown finally decided it would not pay any compensation to the owners in the 1930s. It subsequently purchased Waireia D from its private owners. It became a Crown-owned development scheme. In 1957 the Crown vested 1,000 acres of Waireia land, including the sacred maunga Tauwhare, in the Forest Service and added it to the Warawara forest.

2.187 The Crown did not provide Te Rarawa any compensation for their losses from the 1914 Waireia transaction before the 1980s, despite intermittent protests from Te Rarawa. In 1983 the Crown agreed to compensate the Te Rarawa people of Hokianga in part by providing them with a one-third shareholding in the Waireia Development Scheme. In 1987 the Waireia Trust was established and took over the ownership of the residual land in the development scheme on behalf of Te Rarawa with mortgage finance from the Board of Māori Affairs. The Crown acknowledged Te Rarawa grievances about the transfer of the 1,000 acres to the Forest Service but did not provide any additional compensation.

Land Development Schemes

2.188 The land tenure reform the Crown imposed on Te Rarawa in the nineteenth century made economic development of Te Rarawa land in the twentieth century very difficult. Titles were fragmented because of partition and lending institutions were reluctant to lend money on land with multiple owners. This limited the ability of Te Rarawa to develop their lands. In 1886 the Crown began providing development/financial assistance for European settlers in Hokianga in special village settlements and, after 1894, the Crown made large sums available to Pākeha settlers throughout the country in the Advances to Settlers scheme. However the Crown did not provide similar advances to develop Māori-owned land. In 1907 a Royal Commission of Inquiry criticised the Crown for not providing Māori with the same level of support to develop their land as it provided to Pākeha land owners.

2.189 In 1920 Parliament empowered the Native Trustee to lend Māori Land Board funds to develop Māori land. Nine years later the Crown began introducing development schemes to develop commercial farms on Māori land using Crown funding, which had to be repaid at a later time. This was the first time the Crown materially and actively assisted Māori to develop their own lands. The Crown intended that these schemes would put previously "idle" land to good use, and pave the way towards economic prosperity for Māori communities.

2.190 The development schemes, however, were another of the Crown's twentieth-century policies which deprived Te Rarawa of the ability to control their own land. The Crown assumed complete administrative control over these schemes which the Native Minister characterised as a "benevolent despotism."

2.191 The Crown made the costs of development schemes a charge against the affected land to be recouped from profits made by the farms that were developed. The Crown also used the establishment of development schemes to help resolve outstanding survey liens and rates affecting Māori land in much of Te Hiku. Some large sums were written off, but more than £11,000 in survey liens, as well as rates on Māori land the Crown paid to Mangonui County Council, were costed into development schemes, and charged proportionately to each farm unit the Crown financed.

2.192 In April 1930 the Crown organised hui to discuss the establishment of development schemes in Tai Tokerau. By this time much of Te Rarawa's remaining land was marginal for farming purposes, but they agreed to the establishment of two development schemes at Mangonui and Hokianga.

2.193 By March 1931 the Crown had notified the establishment of development schemes over approximately 99,000 acres in Hokianga, and 127,500 acres in Mangonui. The land notified in Mangonui included all remaining Te Rarawa land which was not already

leased, including land at Pukepoto, Ahipara, Manukau, Herekino and Whāngāpe. This notification gave the Crown control over those areas for development purposes, whether or not those lands would in fact be developed. In 1932 the Crown estimated that just over one quarter of the land notified in Tai Tokerau was suitable for development.

2.194 The Crown preferred to develop large stations, but this was difficult to do in Te Rarawa rohe as the land left to Te Rarawa after earlier land transactions was held in isolated pockets throughout the district. By 1935 the Crown administered 283 small units in the Hokianga.

2.195 The Crown required that the multiple owners of small land parcels in the development schemes nominate one family to farm each unit. This undermined traditional relationships with land, resulting in some Te Rarawa leaving their ancestral lands.

2.196 During their first ten years, the schemes contributed to improved Te Rarawa living conditions, and helped support some Te Rarawa through the depression of the 1930s. Te Rarawa made frequent requests for more land to be actively developed to help provide for their growing population.

2.197 In the 1930s and 40s land development schemes in the Hokianga district focused on small dairy farms. The Crown believed that dairying could provide a reasonable standard of living and allow the repayment of the development loans. However most of Te Rarawa's remaining landholdings were too small for profitable dairying. By the 1940s some owners were struggling to make ends meet, and found the interest payments on the Crown's loans extremely burdensome.

2.198 In January 1936 Te Rarawa petitioned the Prime Minster seeking the return of unoccupied and undeveloped lands because of the need of their communities at Whāngāpe, Manukau, Ahipara, Pukepoto, and other settlements. They referred to a lack of opportunities they had received in the past:

> *We rejoice at your public announcement that Māoris will in future receive the same treatment as the Pākeha. In land matters this has not been our experience in the past. We are strangers to the benefits for the Discharged Soldiers Settlement Act though large numbers of our young men fought in the great war. Our names are not seen in the ballots for Crown sections.*

2.199 In July 1944 Tāwati Rāpihana and Hōne Rōmana complained to the Crown on behalf of 42 development scheme units in the Ahipara, Pukepoto and Pamapūria districts about the impact of the mounting debts development schemes were imposing on Te Rarawa lands and whānau. The difficulty of earning a living on development scheme units led many of their children to seek employment opportunities in cities.

2.200 Many of the dairy farms established from the 1930s proved uneconomic over the long-term. After 1945 the Crown's objectives for development schemes became more focused on the development of profitable economic units rather than providing for the needs of rural Māori communities. In other districts, the Crown focused increasingly on developing larger corporate units which could more easily adapt to changing market conditions. This did not happen in the Te Rarawa rohe where there was insufficient contiguous land, and many Te Rarawa whānau units became marginal. The debts owed to the Crown by some whānau easily exceeded the value of the land by the early 1960s.

2.201 The Crown retained control of the land in some development schemes for many decades until debt levels were reduced to what the Crown considered a manageable level. Te Rarawa did not anticipate, when they agreed to place land into development schemes, that the Crown would retain control for so long. Te Rarawa were keen to be actively involved in the administration of their own land, but some owners lost control of their land to the Crown for more than a generation.

Tapuwae

2.202 In 1912 the Tokerau Board approved the lease of the Tapuwae 1B and 4 blocks owned by Ngāi Tūpoto hapū to a Pākeha settler for fifty years. The lease was due to expire in 1962, but in 1957 the lessee requested permission to surrender the lease early. In 1957 a Māori Trust Office official reported that the lessee had farmed Tapuwae well, but the owners were later advised by a prominent local farmer that the block had deteriorated over the final fifteen to twenty years of the lease. The owners could not afford the investment which was needed to farm Tapuwae profitably, and, in 1958, consented to Tapuwae being put into a development scheme. At this time the Crown anticipated that the block would be handed back to the owners' control in ten years.

2.203 By 1961 the owners were concerned about what they considered to be the Crown's mismanagement of Tapuwae. Crown officials told the owners that it was necessary to incur losses in the early years of the scheme in order to make profits over the long term. However the owners' concerns about the Crown's management were not eased as a growing debt became attached to Tapuwae. The Crown controlled Tapuwae through to the late 1970s during which time the owners began to push for the block to be restored to their control.

2.204 In 1979, after several years of agitation by Ngāi Tūpoto landowners, the Crown agreed to return Tapuwae to an incorporation of owners. In 1982 the Crown finally returned the land to an incorporation which was faced with a debt of more than $255,000. The land was seriously infested with weeds, and fences and housing were in a state of disrepair. The owners considered that the Crown had badly managed the land.

2.205 In the 1980s Ngāi Tūpoto struggled to service the debt they owed to the Crown. By 1989 this had grown to more than $300,000. In 1984 the Crown introduced a package of economic reforms which led to rising interest rates. Farm profits fell sharply during the 1980s. In this environment Ngāi Tūpoto could not service the debt. In 1992 the Crown took legal action against the incorporation, after it failed to meet its debt repayments. The owners considered the circumstances in which Tapuwae was returned to their control unfair prompting a claim to the Waitangi Tribunal in 1992.

2.206 By 1990 the Crown had withdrawn from all development schemes in Tai Tokerau and returned the land in the schemes to the control of its owners. In most cases the Crown agreed to a partial or total write-off of the debts of the schemes.

TITLE REFORM

2.207 The development schemes became closely intertwined with twentieth-century land tenure reform to such an extent that all of the land placed in the development schemes was affected by title reform.

2.208 By the early years of the twentieth century the land tenure reform imposed by the Crown in the nineteenth century meant that the remaining Te Rarawa landholdings were held in

increasingly fragmented titles. Ongoing successions to the interests of deceased owners made the problem worse. For example, in 1926 Māori around Ahipara held 6,654 acres in over 120 separate blocks which were too small to farm viably. This pattern was widely repeated throughout Te Rarawa.

Consolidation Schemes

2.209 In the 1920s the Crown introduced schemes to consolidate the fragmented interests of Māori landowners. These schemes involved consolidating the dispersed interests of Māori landowners into contiguous blocks which could then operate as single economic units.

2.210 In 1926 Te Rarawa landowners began to request the consolidation of their small and scattered holdings. Several years later in 1928 the Native Minister requested consolidation schemes for Mangonui and Hokianga. These are the same areas which were notified for development schemes in 1930.

2.211 The Mangonui consolidation scheme involved three smaller schemes which affected Te Rarawa interests in Pukepoto, Ahipara and Herekino (including Whāngāpe and Manukau). The Hokianga scheme included four smaller schemes which affected Te Rarawa interests in Motukaraka (including Te Karae and Kohukohu), Panguru, Mitimiti and Pawarenga. After 1930 all Te Rarawa lands still in Māori ownership were affected by consolidation schemes.

2.212 The Crown initially intended to complete consolidation quickly. However the process proved complex and time consuming as family units were identified, and their interests grouped together. New boundaries had to be surveyed, and access provided.

2.213 In 1941 the Crown still had much to do to complete the Mangonui Consolidation Scheme. No surveying had been done at Whāngāpe, and further surveying was needed at Ahipara and Manukau. The Native Land Court Judge who oversaw the scheme regularly complained that the Crown allocated insufficient staff to it. By the mid-1940s only the Panguru scheme in the Hokianga was near completion.

2.214 It was not until the 1950s that the Crown finalised titles in Hokianga, and in the Ahipara and Manukau schemes in Mangonui. The rest of the Mangonui scheme was never completed.

2.215 The lengthy delays in the Crown completing consolidation and development schemes created great difficulties for the affected owners. They were left uncertain about the status of their lands and their ability to use them for several decades. This made it difficult, if not impossible, to raise development finance which contributed to economic hardship.

2.216 The consolidation of interests through these schemes could disrupt ancestral connections to lands. For example a number of owners lost their interests in Ahipara in exchange for interests in other parts of Te Hiku such as in Te Hāpua, Te Kao, the Karikari peninsula, Whāngāpe and Hokianga.

Amalgamations

2.217 Another method the Crown sometimes used to address the problems created by the fragmentation of Māori land titles was amalgamation. This involved the cancellation of

partitions in contiguous lands, and the regrouping of the owners into a single block. Amalgamation schemes usually ran concurrently with consolidation schemes. This process often resulted in areas being re-named which could create confusion for owners, and their descendants about the land in which they had interests.

2.218 In 1967 fifty-one separate titles at Whāngāpe were amalgamated to form three titles affecting more than 2,000 acres. A scheme was completed in 1971 to amalgamate seventeen titles to 600 acres in Mangamuka including the Mangamuka West block into two clear titles. The Māori Land Court oversaw the regrouping of owners and repartitioned the amalgamated blocks into residential or economic farm units.

2.219 The Crown believed that blocks had to have small numbers of owners to be economically viable and that the families who did the actual farming should have secure tenure. The fewer owners there were in a block the easier it was to arrange tenure and also finance. This view sometimes led to Te Rarawa individuals and whānau groups competing against each other for sufficient land to sustain themselves, sometimes with consequences that continue to be felt today.

Uneconomic Interests

2.220 In 1952 the Crown described the state of Māori land titles as a “mess”. For many Māori, the consolidation schemes had not provided the secure tenure expected. Ongoing successions to the interests of deceased owners meant that fragmented ownership continued even for blocks which had gone through consolidation schemes.

2.221 In 1953 the Crown sought to address the continuing fragmentation of Māori land titles by empowering the Māori Trustee to compulsorily purchase uneconomic interests. The Māori Trustee was also empowered to sell compulsorily acquired interests to other owners. These powers were used to a greater extent in Tai Tokerau than elsewhere.

2.222 Many Te Rarawa were deprived of their last tangible ancestral connections to their turangawaewae. It was often the case that owners did not know the state of their land interests, or that they had been compulsorily acquired by the Māori Trustee. Despite opposition from prominent Māori, including Te Rarawa, it was not until 1974 that the Crown took steps to end the Māori Trustee’s power to make such acquisitions. Only in 1987 did the Crown enact legislation providing for uneconomic interests still held by the Māori Trustee to be returned to their owners.

1967 Māori Affairs Amendment Act

2.223 In 1967 the Māori Affairs Amendment Act included a provision that Māori land which was surveyed and owned by four people or fewer would automatically have its status changed to general land. This removed the jurisdiction of the Māori Land Court. A significant number of land blocks in Te Rarawa’s area of interest ceased to be Māori land under these provisions. This section of the Act was repealed in 1974 but not before all the status changes had been completed.

2.224 Many of the blocks concerned were owned by people who were deceased or unknown to the Māori Land Court. In some cases there were no obvious successors. The rating legislation provided clear provisions for the sale of general land where local authority rates were unpaid and lands declared abandoned. Te Rarawa recall a number of examples of land that was subject to status change under the 1967 Amendment Act subsequently being sold for unpaid rates.

LAND ISSUES SINCE 1945

Kahakaharoa and Wairoa

2.225 The 4,480-acre Kahakaharoa and 1,078-acre Wairoa A blocks, located between Hokianga harbour and the west coast, are made up almost entirely of sand hills. A number of wāhi tapu, including Te Puna ki Hokianga, are located within Kahakaharoa. The two blocks are access ways to the moana and its resources.

2.226 In 1945 the Crown received a report from a Native Land Court Judge which described Kahakaharoa and Wairoa A as 'useless and dangerous, with drifting sand encroaching on useful lands'. They were described as 'almost valueless'. The Crown began considering whether to purchase Kahakaharoa and Wairoa A in order to protect adjoining lands from the 'sand menace'. In 1946 the Commissioner of Crown Lands concluded that the North Hokianga sand dune country was unsuitable for cultivation or settlement and would never have any commercial value unless reclaimed.

2.227 The Crown preferred to obtain title before beginning any reclamation work. This meant the Crown rather than the Te Rarawa owners would gain any economic benefits that might arise from the Crown's development work.

2.228 An amendment to the Native Land Laws in 1931 provided that the Crown could only purchase land with the agreement of the majority of shareholders present at a properly convened meeting of owners. The Crown had been required since the first decade of the twentieth century to pay at least the Government valuation of the land, and ensure no owner would be made landless as a result of the transaction.

2.229 In 1946 the Crown arranged valuations of Kahakaharoa and Wairoa A. Kahakaharoa had previously been valued at £5 for the entire block while Wairoa had previously been valued at 5/- an acre or £250 for the whole block. The Valuation Department accepted the existing Wairoa valuation, and re-valued Kahakaharoa at 1/- an acre or £225 for the whole block. These were still considered nominal valuations, and the Crown valuer suggested that, as the intrinsic value of this land was so low, the owners might be persuaded to make a "fine gesture" and gift it to the Crown.

2.230 In 1947 the Crown offered to purchase Kahakaharoa for £225 and Wairoa for £250. However the owners resolved at meetings organised by the Tokerau Māori Land Board in 1947 and 1948 to gift land in these blocks rather than sell it. The Crown declined this gift because of the statutory prohibition against it acquiring Māori land for less than the Government valuation. The Crown reiterated its offers to purchase Kahakaharoa and Wairoa for their Government valuations.

2.231 In September 1948 the owners resolved to sell Kahakaharoa and Wairoa to the Crown. They agreed to accept the Government's offer of 5/- an acre for Wairoa, but requested 2/6 an acre for Kahakaharoa to make the price more commensurate with what the Crown had offered for Wairoa. The combined price sought by the owners was about £700.

2.232 The owners insisted on a number of conditions, and exclusions from the two blocks. The owners wanted specific wāhi tapu excluded from the sale of Kahakaharoa, notably about 100 acres at Te Puna o Hokianga; access to the sea and foreshore for fishing and other recreational activities to a depth of three chains; a right of way for people living at Rangi Point and Ōrongotea; and the right to the economic benefits of any workable lime deposits that might be found in the future. The owners also understood that the Crown's

reclamation programme would be applied to the land that remained in their ownership, and they resolved to apply the purchase monies to marae and community development.

2.233 The Māori Land Court approved the owners' resolutions to sell subject to legislation being enacted to implement all the terms they had proposed.

2.234 However the Crown hesitated over the conditions. The Crown initially wanted the 100 acres proposed for reservation at Te Puna o Hokianga reduced to 30 or 40 acres. It was reluctant to allow the right of way for Rangi Point and Ōrongotea, and was also concerned about the owners having rights to the foreshore above the low water mark.

2.235 By May 1950 the Crown was confident it could negotiate compromises with the owners, but in August 1950 the Crown withdrew from negotiations after the Soil Conservation Division (of the Department of Scientific and Industrial Research) expressed scepticism about the practicality of reclamation on Kahakaharoa and Wairoa A. In January 1951 the Crown concluded that it would not be advisable to purchase these blocks until a comprehensive policy had been developed towards sand dunes in Te Hiku.

2.236 In April 1951 Whina Cooper urged the Minister of Māori Affairs to complete the purchases of Kahakaharoa and Wairoa A as their drifting sands were a menace to other Te Rarawa land. The Minister agreed to re-consider purchasing these blocks, but noted it was unlikely the Crown would make a decision until after it had settled on a national policy towards sand dunes. This decision was delayed for several years because of the scale and complexity of the nationwide problem, and the Crown re-assigning responsibility for development of the new policy.

2.237 In March 1953 the Crown decided to re-open negotiations to purchase Kahakaharoa and Wairoa A after concluding that the costs of administering successions to the hundreds of individual interests in these blocks were greater than the cost of purchasing. The Crown offered the owners the Government valuations for each block which had been re-assessed in 1952. Both blocks were now valued at 1/- per acre.

2.238 At a meeting in December 1953 the owners expressed disappointment about the delay they had endured and the reduced price. However, resolutions to sell for 1/- an acre were recorded, subject to similar conditions to those proposed in 1948. Fewer than ten of the hundreds of owners attended the meeting which approved this sale.

2.239 The transaction could not be completed until the quantity of land to be sold had been surveyed. In July 1959 the Crown finally acquired 3,620 acres in Kahakaharoa A for £181. This was paid to the Māori Trustee as agent for the owners. Te Rarawa retained ownership of 233 acres in Kahakaharoa B around Te Puna ki Hokianga, an important spring, and a further 627 acres in Kahakaharoa C. The Crown acquired 974 acres in Wairoa A1 for £48. Wairoa A2 of 124 acres was reserved for the owners.

2.240 In 1968, the Hokianga County Council applied to the Māori Land Court for orders under section 438 of the Māori Affairs Act 1953 for a trust to be created over the neighbouring Whanui 9 Block and for the land to be vested in trustees. The Court vested the block, which adjoined the Kahakaharoa lands, in the Hokianga County Council in trust for the owners. This gave the council wide powers to administer the lands on behalf of the beneficial owners and meant that the owners lost control of the block. The block was subsequently amalgamated with other lands to create Te Puna Topu o Hokianga forestry project. The Whanui 9 block was not afforested but it remained in Te Puna Topu o Hokianga Trust that was set up in 1974 and the owners lost direct control of it.

2.241 The Crown agreed to vest some of the Kahakaroa and Wairoa land in Te Puna Topu o Hokianga Trust, when it was established, as an incentive for the sandhill area on the Hokianga Harbour to be protected from development. However over 1,000 acres of Kahakaharoa is still in Crown ownership, and managed by the Department of Conservation.

Whakakoro

2.242 In 1870 the Native Land Court awarded ownership of the 2,647-acre Ngāti Haua block of Whakakoro to ten individual owners. The names of twenty two others with owners' interests were also noted on the title. Whakakoro provided Ngāti Haua access to their maunga, the Whāngāpe Harbour and the coast.

2.243 In 1904 the Native Land Court partitioned Whakakoro and divided the titles to the six new blocks among the twenty two original owners and their successors. All of the Whakakoro subdivisions were soon under negotiation for lease. In 1911 the partitions in Whakakoro were surveyed for a cost of £150. This became a debt charged against all but one of the subdivisions, and interest began to accumulate on this debt. Between 1912 and 1920 private purchasers acquired most of Whakakoro from the individual owners of its subdivisions. These purchases were approved by the Tokerau Board.

2.244 The majority of Whakakoro came to be owned by a Pākeha family. Ngāti Haua built a good relationship with this family over several generations, and retained customary access to their maunga, the harbour and the coast through what had become privately owned land. However they had no legal guarantee this access could be maintained if new owners decided to deny them access, and this is what subsequently happened.

CONTRIBUTING TO THE PUBLIC GOOD

2.245 Te Rarawa has long made substantial contributions of both land and natural resources for the public good. Sometimes Te Rarawa took the initiative because they wished to contribute to the greater good and affirm customary concepts of mana whenua and manaakitanga. Contributions included the provision of public access through Māori lands, allowing public use of Te Rarawa waterways for transport purposes, and providing land and timber for the establishment of schools.

2.246 By way of example, in 1922 Tamahō Maika and 75 others from Te Uri o Tai on the Whāngāpe harbour petitioned the Prime Minister and the Minister of Public Works to provide a road through the Pakinga, Paihia No. 1 and Rotokākahi blocks to service a community of 300 Māori and Pākeha. They agreed to provide labour free and fell and saw kauri for the necessary bridges. The road was a cooperative effort by local Māori and Pākeha settlers, both of whom contributed free labour to the project.It took six years to complete the road with Te Uri o Tai providing teams of bullocks to cart and deliver shingle for about half the usual price.

Māpere

2.247 Sometimes the Crown later overlooked the contribution of land, resources and labour and did not provide the means to return lands that were no longer used for their intended purpose. For example, land that was provided for the purpose of a school at Māpere in Ahipara in 1872 was not returned when it was no longer needed.

2.248 Te Rarawa rangatira Timoti Pūhipi was a strong advocate of education and was already materially supporting a school and its pupils at Pukepoto when the Crown organised its first inspection in 1872. Pūhipi told the inspector he would provide 12 acres of land and some timber for a new school building at Māpere in the same district. The Crown supported this proposal and agreed to contribute to the development of the school building and the teacher's salary. It was noted at the time that the arrangement was unusual because the school was not to be vested in trustees under the Native Schools Acts of 1867 and 1871. The Native Minister understood that the land had been given as an endowment for education purposes. The new school was built and operational by June 1873 with 54 enrolments.

2.249 At that time, no formal transfer of land occurred and the land remained in customary title. Timoti Pūhipi arranged for a survey of the Māpere lands in 1876 and the following year the Court investigated title of those lands. The school site, Māpere 2, was awarded to Kihiringi Te Morenga and the adjacent Māpere block was awarded to Timoti Pūhipi. The 29 acre Māpere 2 block was transferred to the Crown for a nominal sum for education purposes shortly thereafter. The four-acre Māpere block, which had a courthouse erected on it, was also transferred to the Crown at the same time. Around 1902, following difficulties with sand encroachment, changes to the river and flooding the Ahipara school was shifted to a different site.

2.250 Ahipara Māori sought the return of the Māpere lands a number of times in the twentieth century without success. In 1935 the Ahipara hapū sought an inquiry through the Native Land Court for the return of Māpere 2 as a marae site. This eventually developed into an unsuccessful proposal to exchange some Māori land for the Māpere block for marae development. In 1985 Mr Waaka-Iraia of the Ahipara Māori Committee wrote to the Minister of Lands about the Māpere 2 block. In 1986 Te Rarawa again expressed their wish to have the Māpere lands returned. By then the lands had been gazetted as a recreation reserve. The Crown did not consider there was any obligation to offer the land back to the former owners because it considered the nature of the original transaction as a sale. The Department of Lands and Survey subsequently leased the lands out for grazing purposes.

War Service

2.251 A significant number of Te Rarawa men were among the 200 northern Māori serving overseas in the First World War as part of the allied war effort. A large proportion of these volunteers came from the northern Hokianga, Ahipara and Pukepoto areas. Te Rarawa raised funds to help send their young men overseas. One of Timoti Pūhipi's sons served overseas. Another son was the official recruiting officer for the Kaitāia district. Te Rarawa suffered the loss of many of their young men. In 1916 Te Rarawa, as part of the local community, erected a memorial in the Kaitāia district to commemorate the war service of Māori and Pākeha. Hundreds of Te Rarawa men also served overseas in the Second World War and those at home were part of the local war effort. A number of war memorials and honours boards were erected at Te Rarawa hapū communities and marae.

2.252 Te Rarawa consider that their returned soldiers have not always enjoyed the same advantages as other soldiers on their return. After the Second World War a number of farms were allocated to returned servicemen under the Rehabilitation Board's farming schemes. The Government's policy was to allow any returned servicemen who met the eligibility criteria (capacity and some personal financial capital) to enter these ballots. However, Māori returned servicemen were generally required to be supervised by the

Native Department, which affected their eligibility for the general ballot scheme. Māori rehabilitation committees tried to settle Māori returned servicemen on Māori land development or rehabilitation schemes. However, neither these farms nor those allocated under the general ballot scheme, were allocated on a tribal basis and some returned servicemen were allocated farms well away from their tribal areas while many others did not meet the eligibility criteria.

Public Works

2.253 Since 1882 the Crown has been able to compulsorily acquire Te Rarawa lands using public works legislation. It has used this legislation in the nineteenth and twentieth centuries to acquire land for various public purposes including schools, scenery preservation, roads, and access to gravel. The Crown seldom consulted Te Rarawa about early takings under the public works legislation because it was not required to do so before the middle of the twentieth century. The legislation did not compel the Crown to return compulsorily acquired land to Te Rarawa once it no longer needed it for the purpose for which it was taken.

2.254 Public works legislation reflected the principle that full and equivalent compensation should be paid to the owners whose lands the Crown compulsorily took for public works. However, early public works legislation established separate provision for the taking of Māori land and general land. Compensation was generally payable for lands taken for public works but not always for roading. And whereas compensation for Māori land was determined and paid by the Māori Land Court, compensation was assessed for general land by a valuation tribunal.

2.255 Poor access and the fact that much Te Rarawa productive land had passed out of their ownership meant that their remaining lands usually attracted lower rates of compensation. The Court could also grant an easement to landowners in lieu of payment. Compensation for vested land was paid into Land Board funds, not directly to the beneficial owners. There could be considerable delays before payments were actually made and sometimes beneficial owners in multiply owned lands did not receive any compensation because the beneficial owners were not known. Te Rarawa consider that historically the Crown looked first to Māori land for public works purposes because there were fewer obstacles to overcome.

Ōwhata

2.256 Te Rarawa settlements on the southern shore of Ōwhata/Herekino Harbour had dwindled to two small blocks by the 1920s. The 43-acre Ōwhata block, owned by whānau from the Ngāti Torotoroa, Popoto and Tahukai hapū, contained a papakainga with marae and urupā and substantial gardens. The community there remained relatively undisturbed until a road was put through in 1937 without consultation. The whānau who lived in the community understood that some of their land was taken for the road. Maraea Te Awaroa Heke (nee Herepete) disrupted the survey of the road and erected a fence to prevent construction. She complained to the Minister that the road was on their land but officials advised that the road was laid out entirely on an adjacent block. Acting on this information Maraea was eventually arrested. She pleaded guilty to the charge of "disrupting the survey" and was released on probation after a short spell in Auckland's Mt Eden prison.

2.257 Upon further investigation of the records and plans for the block a Native Land Court Judge concluded that there were grounds for the protest arising from the taking and

laying off of the road over the Ōwhata lands. He recommended sorting out the issue with a surveyor on the ground. Before that could happen, Maraea and her whānau disrupted a picnic protest staged by local Pākeha on the disputed ground. Maraea was returned to Mt Eden prison for five months for breaking the terms of her probation. During that time many of her children were left in the care of a thirteen-year-old daughter. No assistance was given to her children despite appeals by the Native Land Court Judge and others.

2.258 It was not until 1941 that the boundary issue was investigated once more to see whether the road encroached on the Ōwhata block. This revealed inconsistencies between plans and discrepancies between roadlines marked on plans and surveyed on the ground. It also revealed that the earliest survey of the Ōwhata block boundaries was unreliable and confirmed the extent of confusion about the status of the land taken. Maraea acknowledged they too had been mistaken about the boundaries from the start. This led to an agreement with Maraea's whānau that the re-formed road would become the boundary of the Ōwhata block. Maraea claimed ten acres from the adjoining block as compensation for imprisonment. The court agreed to recommend substantial financial and other compensation for Maraea and an adjustment of the Ōwhata block boundaries. Maraea passed away in 1941 before compensation was awarded. None of the several measures for compensation recommended by the Court were implemented.

2.259 In 1976 the Ōwhata block was subdivided into two parts. Despite the fact that the Ōwhata hapū had virtually no land left the Crown required the taking of an esplanade reserve for the use of the public, under a requirement of the Local Government Amendment Act 1978. The land has also suffered severe erosion since the 1980s with the planting in pine trees of sand dunes on the other side of the harbour. The combination of the esplanade reserve and the erosion has reduced the amount of the remaining Ōwhata lands by around half.

Scenery Preservation

2.260 In the early 1900s the Crown introduced a scenery preservation policy to protect and preserve features and sites it considered were unique to New Zealand. This led to the introduction of legislative measures to set aside Crown owned lands for scenery preservation and to allow the Crown to take land (including Māori land) for scenery preservation purposes.

2.261 Sometimes the land that became scenic reserve had once been part of land the Crown had acquired under its surplus lands policy in the nineteenth century. Regardless of how the Crown had acquired the land, Māori were usually restricted by legislation from harvesting resources from these lands, including traditional resources. In 1925 the Crown tried to prosecute Māori who continued to use the resources of the Mangamuka Scenic Reserve. Although unsuccessful, this reinforced the legal position that Māori who tried to access customary resources on these lands were trespassers.

2.262 The Tapuwae scenic reserve was established in 1903 in the face of opposition from Māori and Pākeha who wished to harvest timber from the land. A World War One veteran of Ngāi Tūpoto was arrested and jailed for taking timber from the Tapuwae Scenic Reserve after he returned from the war.

2.263 Scenic reserves were administered by the Department of Lands and Survey until 1987. Until recently the legislation did not provide any role for tangata whenua in the way that these reserves were managed.

2.264 The Crown established a number of other scenic reserves in the first half of the twentieth century usually from lands acquired for other purposes. The Motukaraka Scenic Reserve was created in 1941 on disputed land. Other scenic reserves created from Crown acquisitions include the Rotokākahi River Scenic Reserve, Kaitāia Scenic Reserve, Mangamuka Scenic Reserve, Ōtāneroa Scenic Reserve, Waitawa Scenic Reserve, Pukemiro Scenic Reserve, Broadwood Scenic Reserve, Pāponga Scenic Reserve, Runaruna Scenic Reserve, and the Mangataipa Scenic Reserve.

Rating Issues

2.265 From 1894 to 1910 any Māori land held under Native Land Court titles was liable for rates at half the rate of European land. After that lands were rated on the same basis as European land.

2.266 It was difficult for Te Rarawa to generate sufficient income from their lands to pay the rates levied by local authorities. This was exacerbated where land was held in multiple ownership and included absentee owners. Sometimes Te Rarawa could only meet their rating commitments by selling or leasing land. Legislation introduced to facilitate consolidation of titles in the 1920s allowed the Native Land Court to vest land in the Crown to satisfy outstanding rates. By the 1920s unpaid rates had begun to accumulate. When the Crown consolidated titles it paid off the rates at a discounted rate and deducted the value from each person's interest in the scheme. A similar provision applied to lands in development schemes. In this way Te Rarawa lost some land to meet unpaid rates.

2.267 The 1950 Māori Purposes Act further empowered the Māori Land Court to appoint the Māori Trustee to effect land alienations where land was unoccupied, owing rates and harbouring noxious weeds. Te Rarawa recall a number of examples where this led to further loss of land. In 1987 the power to have Māori land sold for rates arrears was removed from the legislation but local authorities can still apply to the Māori Land Court for a charging order for rates.

2.268 Rates have been a point of contention for Te Rarawa because they believed they had been generous contributors to the public good by serving in two world wars and having provided land for roads. Many lands remained unoccupied, undeveloped and unproductive and some land blocks had no legal access and benefited little from any local authority services. Until the end of the twentieth century Māori concerns were generally not well recognised or provided for under operative planning regimes. Te Rarawa considered also that the basis for valuing lands disadvantaged them.

TE ONEROA-A-TŌHĒ

2.269 Te Oneroa-a-Tōhē, also known as Ninety Mile Beach, is a site of high cultural and spiritual significance to Te Rarawa. Its name, Te Oneroa-a-Tōhē, commemorates the ancestor Tōhē. The beach is regarded by Māori as part of Te Ara Wairua, a spiritual pathway to Te Rerenga Wairua (Cape Reinga).

2.270 Te Rarawa, along with other iwi, enjoyed access to abundant shellfish from this beach such as toheroa, pipi, tuatua, tipa and kūtai. The seas contained abundant stocks of fish such as kanae (mullet), tāmure (schnapper), pātiki (flounder), ngākoikoi (rock cod) and pioke (shark). Traditional conservation practices, such as rāhui during spawning seasons, prevented over-harvesting of the natural resources of the beach. The wealth of its marine and bird life and its strategic location for trade and migration purposes meant

that control of Te Oneroa-a-Tōhē in pre-Treaty times was particularly important for northern tribes and was bitterly contested from time to time.

2.271 Use and control of the beach stabilised around the 1820s. Initially the sales of adjoining land in the 1850s (the Ahipara and Muriwhenua South blocks) and changing land use in the nineteenth century did not prevent Te Rarawa and others from maintaining their customary usage and conservation practices. They continued to exercise local control over use of the beach into the 1880s by imposing rāhui in response to conservation needs or events such as drownings.

2.272 In the latter part of the nineteenth century the Marine Department assumed regulatory control over marine species, including toheroa, an important taonga to all west coast hapū of Te Rarawa. The hapū who connect to Te Oneroa-a-Tōhē began to voice concern from the 1920s about Pākeha taking and selling toheroa, especially on a commercial scale. In the 1920s 273 Māori petitioned against a proposal to process toheroa in a cannery. The operation went ahead in the 1930s anyway placing Māori access to toheroa in competition with commercial harvests.

2.273 A local committee established under the 1908 Fisheries Act sought to control access to toheroa but it had limited means to impose customary approaches to managing this species. Although the committee was still able to impose rāhui, dissatisfaction with the lack of official recognition of the committee was evident by the mid 1940s. By then stocks of toheroa had noticeably dwindled and the commercial cannery operation ceased production.

2.274 In 1955 Te Rarawa and Te Aupōuri sought to gain title to the beach with a view to vesting the foreshore in nominated trustees. The application referred to Māori concern about Marine Department management of the beach and the decline of toheroa. The Crown contested their claim before the Māori Land Court arguing that the beach was not customary land before Te Tiriti o Waitangi/the Treaty of Waitangi was signed in 1840. The Māori Land Court restricted its consideration of the claim to matters of traditional ownership. It concluded that Te Rarawa and Te Aupōuri shared customary ownership of Te Oneroa-a-Tōhē

2.275 However the Supreme Court, on appeal by the Crown, ruled that the Māori Land Court had no jurisdiction over the foreshore because Māori aboriginal title to the foreshore had been extinguished. Te Rarawa and Te Aupōuri appealed the Supreme Court decision but the Court of Appeal upheld the Supreme Court finding that customary Māori title was extinguished on the sale of the adjoining blocks.

2.276 For much of the twentieth century Te Rarawa were shut out of any meaningful role in managing Te Oneroa-a-Tōhē and its resources. During that time, these natural resources were depleted as a consequence of over-harvesting. Te Rarawa consider that the loss of opportunity to practise customary conservation measures has led to a loss of knowledge and tikanga, and this in turn has undermined their kaitiakitanga of Te Oneroa-a-Tōhē.

NATURAL RESOURCES: TE TAIAO O TE RARAWA

2.277 Te Rarawa hold that they have always been part of the environment. Historically, this relationship has been emphasised by the location of their marae, around the Hokianga, Ōwhata/Herekino and Whāngāpe harbours, along the west coast, or close to the

Tangonge lake and wetlands, the formerly highly productive eco-system and site of immense importance.

2.278 Throughout history, Te Rarawa people have sought to maintain their mana tiaki [inherited rights and responsibilities] over their environment. The Crown through legislation assumed regulatory control over these resources and the environment. This limited opportunities for Te Rarawa to develop and use those resources themselves.

2.279 Land loss and the Crown's regulatory regime undermined traditional practices over land, sea and resources. Many of these areas were generally not occupied on a permanent basis and were used for hunting and other food gathering, the taking of timber and other resources, and the collection of rongoa. Hapū also declared certain areas as tōrere and other burial sites where human remains were placed. These lands also included sites of historical, environmental, political and cultural significance including maunga, awa, wāhi tapu and pā.

2.280 Over time the environment suffered from degradation arising from deforestation, siltation, drainage and development schemes, introduced weeds and pests, farm run-off and other pollution. There has been an associated decline in species of importance to Te Rarawa. Many mahinga kai and rongoa gathering places have been damaged or lost. The loss of these resources also led to the loss of knowledge and ritual associated with them.

Maungataniwha

2.281 Maungataniwha is an iconic maunga for several of the northern iwi. In the 1960s the Crown erected a transmitter on the summit of Maungataniwha. This required the removal of the peak of the maunga to create a platform for the structure and occurred without consultation. The sense of grief about this desecration is recorded in waiata. The site was later leased to a State-owned enterprise which introduced charges for usage including local iwi broadcasting.

Kaimoana

2.282 The hapū of Te Rarawa traditionally relied on food from the sea for survival. This has included a wide variety of fish species, shell fish, seaweed, and marine mammals. In former times kaimoana resources were protected by kaitiakitanga practices such as rāhui.

2.283 Over time the Crown imposed various controls on the taking of kaimoana and this undermined customary practices. The health of the kaimoana resource has also been impaired by activities such as deforestation, land clearance, agriculture, reclamations and vehicles on beaches. Te Rarawa hapū have expressed concern about the depletion of kaimoana resources on a number of occasions, notably on the unsustainable commercial harvesting of toheroa from Te Oneroa-a-Tōhē and Mitimiti, the coast between the harbours of Whāngāpe and Hokianga.

2.284 In 1924 Te Rarawa hapū asked the Crown to protect the toheroa beds between Whāngāpe and Hokianga and suggested establishing a committee of tangata whenua. An official report confirmed that the beds at Mitimiti were smaller than average and recommended some protective measures including establishing a local committee to advise the Marine Department on commercial applications. Although regulations were drafted along these lines no further action was taken. In the meantime the hapū

established a committee which operated locally for many years despite its lack of official standing.

2.285 In 1943 an official reported that toheroa stocks at Mitimiti were insufficient to support commercial harvesting and noted that tribal regulation and the closed season indicated a need to conserve stock. The following year the Committee sought official recognition and the enactment of new by-laws to conserve the stock including the banning of commercial harvests. The Crown recognised the need for conservation, but it did not provide any formal means for Te Rarawa to participate effectively in decision-making despite 28 years of effort by a local committee.

Control of Species

2.286 Since the1860s the Crown has also progressively assumed control over other indigenous species through legislation. This began with the passing of legislation to regulate species introduced into New Zealand but was extended over time to include indigenous species. This included species of importance to Te Rarawa such as kukupa (native wood pigeon) toheroa, tio (oyster), kūaka (godwit), parera and whio (ducks).

2.287 For Te Rarawa, the kukupa is an historically important as a food source and as a cultural treasure. Harvesting kukupa was a jealously guarded traditional right. Māori and settlers alike hunted the kukupa. Sportsmen and legislators considered the kukupa as native game and the bird was brought into the regulation framework. The Wild Birds Protection Act 1864 was the first piece of legislation to regulate the kukupa by prescribing a hunting season for the bird to be shot within specific areas as proclaimed by the Governor. The traditional methods of hunting and preservation of kukupa conflicted with the game laws designed for sport and not for food gathering. Various other legislative measures followed which saw the prohibition of the use of snares and traps to take birds protected by the law.

2.288 In the 1880s through to the 1910s Māori members of Parliament spoke about the management of the kukupa. They considered Māori could take care of their own birds by, for example, rāhui. Māori supported restrictions on hunting kukupa but did not wish the law to apply to them. They pointed out that these restrictions conflicted with the way Māori used native birds and impinged on Māori customary rights. Māori were also concerned that bush clearance contributed more to the decline of the kukupa than traditional hunting practices. For the most part, the early laws had little practical effect on Māori, whose knowledge of the legislation was probably minimal; Māori and many Pākeha continued hunting kukupa for most of the nineteenth century.

2.289 By the turn of the twentieth century, the emphasis on managing game birds changed from game management and imported birds to conservation. In 1922 Parliament declared the kukupa absolutely protected under the Animals and Game Protection Act 1921-1922. The protection status continued under the Wildlife Act 1953, and remains in force. A lack of enforcement capability continued well into the second half of the twentieth century as the law pushed the hunting of kukupa underground.

2.290 In the second half of the twentieth century, the Crown initiated a more active conservation policy with a focus wider than mere enforcement, but this failed to stop the harvesting of kukupa. Over the years, a number of Northland Māori have been convicted for harvesting kukupa.

2.291 By the 1990s, the threat to kukupa was not just hunting but competition of food resources from an increasing possum population. Since 1987, the Department of Conservation has been charged with managing the Wildlife Act.

Minerals

2.292 Over time the Crown also assumed ownership of all gold, silver, petroleum and uranium and exercised control over the extraction of other minerals, including coal, aggregate, sand, through various legislative means. For example through the Petroleum Act 1937 the Crown nationalised all petroleum resources in New Zealand and became the sole recipient of royalties from any commercial oil and gas fields. Te Rarawa were not consulted when the Crown extended its control of natural resources to include minerals and have never agreed to the Crown's assumption of control.

2.293 Before 1991 minerals were managed under separate administrative arrangements. The Crown Minerals Act 1991 reformed the law governing the management of oil, gas, minerals, aggregate and coal resources and confirmed the nationalisation of petroleum, gold, silver and uranium. Since 1991 impacts on the environment from mineral extraction have been regulated through the Resource Management Act 1991. Te Rarawa consider that over time their rangatiratanga over natural resources such as sand and aggregate has been disregarded.

Reclamations

2.294 The Hokianga, Whāngāpe and Herekino harbours have an extensive network of estuarine areas including mangrove forests and mudflats. These areas are an important source of sustenance for Te Rarawa with the harbour yielding large amounts of pipi, karehū, tio, kūtai, and tipa. They are also important breeding grounds for many species of fish and marine life.

2.295 Large scale timber activities in the Hokianga and other harbours during the nineteenth century and early twentieth century resulted in a dramatic increase in silting. This in turn led to an increase in estuarine areas. From the early twentieth century the Crown began assuming ownership of estuarine areas. Through a series of acts of Parliament starting with the Harbours Act in 1908, various Crown agents were empowered to issue leases and licences and to freehold land between low and high water mark for the purposes of reclamation. A number of farmers became interested in reclamation of mud flats to expand their holdings of flat lands and the Crown considered more than a dozen applications from this time.

2.296 Te Rarawa was not consulted in relation to this body of legislation and in fact opposed the Crown and denied their right to allow reclamation. In the first half of the twentieth century attempts by Te Rarawa to claim property rights for the estuarine areas, particularly in the Hokianga and Herekino harbours, were "strongly opposed" by the Crown.

Protest and Petitions

2.297 There were a number of petitions and letters of protest in relation to reclamations. An early application to the Crown for a reclamation at Whakarapa (Panguru) by Robert Holland in 1916 met with considerable protest. The application for 63 acres of mudflat (the Ngākaroro mudflats) involved an estuarine area adjoining Māori land and of

customary importance to the local hapū. Members of the Ngāti Manawa, Ngāti Te Reinga and Kai Tūtae hapū used this area for many purposes, including as a landing reserve, for fishing and shellfish gathering, drying nets and, when dry, as a racecourse. The Crown permitted the applicant to commence reclamation by way of a 21-year lease in 1922 despite Māori objections.

2.298 The local people disrupted the reclamation by demolishing retaining walls and filling in drains. Several members of the community were taken to Court and fined for trespass. The Crown opposed attempts by local Māori to have the Native Land Court investigate title to the mudflats. In 1942, the Appellate Native Court overturned an earlier Court decision that the mudflats were papatupu lands, and declared that the Crown had title. The Crown compensated the applicant and cancelled his lease.

2.299 In 1922 a petition from Rē Te Tai Papāhia and others (of Ngāti Te Reinga, Ngāti Manawa and Te Kai Tūtae) to the Native Minister asserted continuing ownership of estuarine lands and strongly objected to the Crown actions in relation to reclamations. The petitioners claimed that the 'Treaty of Waitangi states that sandbanks and deltas are ours'. In 1923 Hōhepa Himi Hare of Ngāi Tūpoto hapū wrote to Member of Parliament, Tau Henare, asking for mudflats in the Tapuwae River to be excluded from reclamation leases as his people obtained food from these areas. William Tōpia of Motuti wrote to the Native Minister in 1924 expressing concern about the loss of rights to use these areas for their own purposes. In the same year a deputation of northern Māori called on the Minister of Marine to explain their concerns about the Hokianga foreshore, including allowing Māori to 'work the mudflats'.

2.300 Despite these protests significant areas of mudflats were made available for reclamation over a period of years. These included reclamations at Kohukohu, Pūnehu (Waireia Creek), Kaitara, Tapuwae, Mangakino, Motukaraka (Wairupe Creek), Rangiora, Pikipāria, Te Karae, Tutekēhua and other places. Other smaller areas of mudflats were reclaimed for road or marine structures, such as stopbanks, jetties, sheds and boating ramps.

2.301 In the 1930s Toma Ātama brought a claim on behalf of Ngāti Wairupe and Ngāti Kuri at Herekino to investigate ownership of the mudflats. It resulted from concerns about access and damage to mudflats caused by reclamation dams installed by a local Pākeha farmer. Ngāti Wairupe and Ngāti Kuri claimed that they had occupied the mudflats undisturbed for the gathering of kai moana and for a landing reserve. Claimants had grazed stock over the accreted areas. The Crown opposed the claim.

2.302 Judge Acheson found that the applicants were entitled to the mudflats on the basis of accretion to their own properties, but also on the basis that it was uninvestigated customary (or papatupu) land. The Crown appealed to the Appellate Court which treated the issue as one of accretion, and found that the Court had no jurisdiction to deal with accretions to parcels of Māori freehold land.

2.303 The Crown became involved with the reclamation of the Pūnehu/Waireia mudflats in the 1960s when a public road was developed to provide access to the Rangi Point Community. The ownership of the reclaimed area was assumed by the Crown and was eventually transferred to Landcorp from the Crown in 1989 despite the adjacent Waireia land being returned to Te Rarawa in 1987. Since the reclamation at Pūnehu the local community have reported a significant decline in seafood stocks in the area.

2.304 Other problems were experienced as a result of reclamation work. The valuable tuna spawning grounds of the Herekino harbour suffered as a result of reclamation and exotic forestry planting carried out in the 1970s changed the flow of water into the harbour. This eroded whenua, including an urupā, and depleted Kaimoana stock which was a main provider for the people of Ngāti Wairupe and Ngāti Kuri.

DECLINE OF TE REO MĀORI

2.305 In 1840 te reo Māori was the principal language of Te Rarawa, and remained so through to the middle of the twentieth century. Under the provision of the Native Schools Act 1867 and other legislation the Crown provided for the education of Māori children in the English language, but failed to provide support for the retention of te reo Māori. The Crown saw these schools as a means of assimilating Māori into European culture. English remained the language of instruction in native schools through to the late 1960s. In these schools it was common for Te Rarawa children to be punished if they used te reo Māori, because it was believed that fluency in English was one of the main objects of their education. This practice continued up to the 1960s.

2.306 Economic change and population displacement also had an increasing impact on te reo Māori in the twentieth century when fluency rates among Māori children decreased at an alarming rate, reaching less than twenty percent by 1953. The decline of te reo Māori has profoundly affected the retention of Te Rarawa cultural knowledge and identity.

2.307 Te Rarawa participated in and supported protests about language loss including the Māori language petition sent to Parliament in 1972, and the Māori language claim to the Waitangi Tribunal in 1985. In 1987 the Māori Language Act was passed making te reo Māori an official language of New Zealand for the first time.

2.308 Te Rarawa has actively sought to restore te reo Māori through the establishment of kohanga reo, kura kaupapa Māori and other te reo Māori programmes in its rohe. Currently only about a third of Te Rarawa people can converse in te reo Māori.

SOCIO-ECONOMIC CONSEQUENCES

2.309 Around 1840 Te Rarawa held about 345,000 acres which included forests, waterways, mahinga kai and sites of cultural, spiritual, historical, political and economic significance. Te Rarawa actively sought opportunities that arose from their early contacts with traders, missionaries and representatives of the Crown and entered into land transactions expecting to gain ongoing benefits from this contact. By 1900 Te Rarawa had lost more than two thirds of their landholdings, including most of their more productive lands in the Kaitāia district.

[insert map: Māori freehold land today]

2.310 Benefits from Pākeha settlement were slow to arrive and were not commensurate with the long term effect of the loss of large areas of their land through sales, public works takings and other forms of land alienation. By the 1950s Te Rarawa had only 50,000 acres left. Many of their remaining lands are marginal with poor road access and surrounded by private land.

2.311 Te Rarawa suffered severely from newly-introduced European diseases and epidemics in the nineteenth century, which added to their social and economic deprivation. This saw a rapid decline in the Te Rarawa population by the late nineteenth century. Te Rarawa people were hit particularly hard by the 1918 influenza pandemic with significant loss of life. With the ongoing alienation of land there was an inadequate economic base for the population which began growing again in the twentieth century.

2.312 Historically, employment opportunities in the Far North were seasonal and largely based on primary industries – gum digging, flax, timber, and farming. Some farming families benefited from the Māori land development schemes for a while but most did not. Over time, much of the land acquired by the Crown for settlement ended up as protected forest or conservation lands. This further limited the opportunity for waged employment in the rohe and restricted access to traditional foods and resources.

2.313 The development schemes sought to address this by creating a rural class of Māori farmers. However by the 1950s communities in the Far North continued to endure poverty as a result of depleted landholdings and declining dairy incomes. The lack of local development and employment drove many whānau to migrate to urban areas. By the mid-twentieth century Te Rarawa had experienced high levels of migration to urban areas. This created huge social upheaval and difficulties for Te Rarawa people both in urban and rural areas. Concern about the sustainability of these remote northern communities was an important factor in the Crown's decision to establish the Te Aupōuri State Forest in the early 1960s. Approximately 65,000 acres of Crown land, including parts of the Muriwhenua South, Awanui, Ōkiore blocks were developed by the Forest Service.

2.314 The provision of employment opportunities from forestry was one of the few initiatives taken by the Crown to support Māori communities in the Far North. It was generally accepted that the forest served socio-economic and environmental purposes following many attempts at stabilising the coastal dunes cleared of native vegetation by gum diggers and from overgrazing. Based initially around a small pine plantation at Waipapakauri the forest eventually extended along the Aupōuri peninsula. Over time other areas such as several around Takahue were included.

2.315 By the 1980s this forest had become a useful source of permanent and seasonal employment. However the corporatisation of the commercial arm of the Forest Service in 1987 saw the sale of cutting rights. The company contracted its own staff which meant that many Te Rarawa lost their jobs.

2.316 The Crown has been slow to provide infrastructure to the far north. Until the 1940s the roading network was inadequate and many communities still relied upon access from the sea. There has been little provision of public transport and parts of the rohe are still without electricity.

2.317 Those who stayed within the rohe experienced difficulties in using their lands productively. Most lands were held as scattered parcels in multiple ownership, with large numbers of people holding small ownership interests. Te Hiku o te Ika health, education and employment opportunities, and economic well-being are well below that of fellow

New Zealanders. Te Rarawa people suffer from high levels of morbidity and their life expectancy is well below that of non-Māori New Zealanders. Te Rarawa whānau have suffered from low home-ownership rates, poor housing and living conditions.

2.318 Te Rarawa are aggrieved that for too long they were not consulted about Crown policies that might be detrimental to Te Rarawa, whether in health, education, economic development or cultural practices. They consider that some legislative measures and policies affecting Māori land, health, education, social organisation, public reserves and natural resources eroded traditional tribal structures including the extended whānau and rangatira, customary knowledge and practices, and hapū leadership. Even legislation that looked promising, such as the Native Schools Act 1867 and the Māori Councils Act 1900, could be detrimental in its implementation. Although introduced to remedy specific issues, such legislation gave authority to non-traditional social structures and institutions and had an ongoing effect in discouraging the acquisition and sharing of customary knowledge. Over time, these and other measures also damaged the cultural health of Te Rarawa.

2.319 Te Rarawa and affiliated hapū now own less than a sixth of the territory they held at 1840. While some hapū retained more land, others are virtually landless. Today, only fifteen percent of Te Rarawa people live in or near their rohe. Their access to and control over natural resources is limited and the resources have suffered from pollution and environmental degradation. The Te Rarawa rohe lies in a part of New Zealand that is underdeveloped and economically struggling. But Te Rarawa are still there. Although colonisation and Crown policies irrevocably changed their world, Te Rarawa and affiliated hapū have maintained their presence around the same settlements and waterways of their tūpuna.

3 ACKNOWLEDGEMENTS AND APOLOGY

CROWN ACKNOWLEDGEMENTS

3.1 The Crown acknowledges that prior to Te Tiriti o Waitangi/ the Treaty of Waitangi Te Rarawa sought a good relationship with the Crown and to benefit from contact with settlers while maintaining control over their affairs.

3.2 The Crown also acknowledges that:

3.2.1 despite the promise of Te Tiriti o Waitangi/ the Treaty of Waitangi, many Crown actions created long-standing grievances for the hapū of Te Rarawa,

3.2.2 over the generations Te Rarawa have sought to have their grievances addressed and have petitioned the Crown;

3.2.3 the work of pursuing justice for these grievances has placed a heavy burden on the whānau and hapū of Te Rarawa and impacted upon the physical, mental, spiritual and economic health of the people; and

3.2.4 the Crown has never properly addressed these historical grievances and recognition is long overdue.

SURPLUS LANDS

3.3 The Crown acknowledges that flaws in its investigation of pre-Treaty land transactions breached Te Tiriti o Waitangi/the Treaty and its principles and resulted in the hapū of Te Rarawa losing land including vital kainga and cultivation areas at Tangonge, Motukaraka, Awanui, Ōkiore, Kerekere, Pukepoto, Mangamuka River and elsewhere. These flaws included:

3.3.1 failure to investigate transactions for which ‘scrip’ was given;

3.3.2 failure to ensure the preservation of occupation and use rights agreed in the pre-Treaty deeds for Awanui, Ōkiore, Ōhotu, and Pukepoto lands; and

3.3.3 taking decades to settle title or assert its own claim to these lands.

3.4 The Crown acknowledges that it breached Te Tiriti o Waitangi/ the Treaty of Waitangi and its principles when it established its surplus lands policy and failed to ensure any assessment of whether Te Rarawa retained adequate lands for their needs. The Crown acknowledges that it took approximately 21,500 acres of land claimed by setters as a result of pre-Treaty transactions (“surplus lands”), rather than return these lands to Te Rarawa, and this has long been a source of grievance to Te Rarawa.

PRE-1865 CROWN PURCHASING

3.5 The Crown acknowledges that:

3.5.1 it led Te Rarawa to believe on a number of occasions in negotiations between the 1850s and 1865 that the Crown's acquisition of land would result in European settlement which would create economic benefits for Te Rarawa;

3.5.2 it acquired over 100,000 acres of land for a low price without the benefit of a formal investigation into land ownership, and did not always pay for timber resources on the land it purchased; and

3.5.3 it failed to actively protect Te Rarawa by ensuring adequate reserves were set aside on the lands it purchased or protecting from alienation the few reserves it set aside and this was in breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

IMPACT OF NATIVE LAND LAWS

3.6 The Crown acknowledges that:

3.6.1 from 1865, without consulting Te Rarawa, it reformed their land tenure system by giving rights to individuals where Te Rarawa tikanga provided for land to be held on a hapū and Iwi basis;

3.6.2 its reforms did not provide for the full range of complex and overlapping traditional land rights to be legally recognised;

3.6.3 Te Rarawa whānau and hapū had no choice but to participate in the Native Land Court system to protect their land against claims from others and to integrate land into the modern economy; and

3.6.4 the native land system caused division between hapū, involved considerable expense and disruption for Te Rarawa and in some cases led to land having to be sold to cover survey expenses.

3.7 The Crown acknowledges that:

3.7.1 the operation and impact of the native land laws, in particular the awarding of land to individuals and enabling of individuals to deal with that land without reference to iwi and hapū, made those lands more susceptible to alienation. In this way the Crown's imposition of a new land tenure system undermined the cultural order of hapū and iwi and this was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.7.2 increasing fragmentation and partition of land interests over time made it difficult for Te Rarawa to utilise their land; and

3.7.3 the Crown's failure to provide a legal means for the collective administration of Te Rarawa land until 1894 was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.8 The Crown acknowledges that even though there was little European settlement on lands it held at 1865, it aggressively sought to purchase more Te Rarawa land,

particularly in the 1870s. The Crown acquired over 130,000 acres by 1897, but the economic benefits the Crown led Te Rarawa to expect failed to materialise. Instead many lands were retained by the Crown for scenery, conservation and other public purposes.

3.9 The Crown further acknowledges that the combined effect of actions such as:

3.9.1 the use of payments for land (tāmana) before title to the land was determined by the Native Land Court;

3.9.2 encouragement from the Crown to restrict lists of owners put forward when the Court was determining title to more easily finalise its purchase of land;

3.9.3 purchases where the Crown dismissed the value of timber when assessing and negotiating the price of forested land;

3.9.4 the use of monopoly purchasing powers; and

3.9.5 its failure to ensure the reserves provisions in the native land legislation were applied and Te Rarawa hapū retained sufficient good quality land for their ongoing needs;

meant the Crown failed to actively protect the interests of Te Rarawa, which was was in breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.10 The Crown acknowledges that as a result of its purchases many hapū lost sites of special significance including their wāhi tapu.

3.11 The Crown acknowledges that Te Rarawa hapū have carried a grievance in relation to the Crown's acquisition of the Te Kauae-o-Ruru-Wahine blocks (the Warawara) for more than 130 years contending the sale of land allowed for the ongoing customary use of timber and other resources.

TWENTIETH CENTURY MAORI LAND ADMINISTRATION

3.12 The Crown acknowledges its policies for Māori land administration in the twentieth century effectively suspended Te Rarawa's full rights of ownership in their remaining lands for many decades and that it continued to acquire Te Rarawa land in this context.

3.13 The Crown acknowledges that:

3.13.1 the compulsory vesting of land in the Tokerau Māori Land Board between 1907 and 1909 without Te Rarawa consent breached Te Tiriti o Waitangi/ the Treaty of Waitangi and its principles and effectively alienated Te Rarawa from those lands for over 50 years; and

3.13.2 when Te Rarawa hapū did regain control of their land it often had large debts and Te Rarawa were liable for compensating lessees for improvements. In the case of Te Karae the Tokerau Board made no provision to pay this compensation before it became due.

3.14 The Crown acknowledges that:

3.14.1 it compulsorily vested Te Karae block in the Tokerau Māori Land Board in 1907 so it could be leased for development but remain Te Rarawa land;

3.14.2 after lobbying by lessees in 1915 the Crown purchased a large proportion of Te Karae to help lessees freehold land they were otherwise prohibited from purchasing directly despite resistance from the majority of the owners; and

3.14.3 the Crown's purchase of a large proportion of Te Karae in these circumstances breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3.15 The Crown also acknowledges that Te Karae owners effectively funded the development of the roading network for settlement of the area and provided land for public roads between Kohukohu and Broadwood and Mangamuka Bridge.

3.16 The Crown acknowledges that:

3.16.1 the interests of Te Rarawa were prejudiced when the Board allowed the sale of Waireia D to be completed in 1914 despite the opposition of a majority of owners;

3.16.2 it failed to fairly value the timber on Waireia D which Te Rarawa had agreed should be sold at Crown valuation with the result that Te Rarawa received no payment for the considerable quantity of timber on this block; and

3.16.3 its failure to adequately protect Te Rarawa interests in land they wished to retain breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

LAND DEVELOPMENT, TITLE REFORM AND CONSOLIDATION SCHEMES

3.17 The Crown acknowledges that the consolidation schemes it carried out to address the fragmentation of Te Rarawa landholdings in the twentieth century:

3.17.1 created uncertainty extending over several decades for many Te Rarawa as to the extent and location of their land interests; and

3.17.2 resulted in some Te Rarawa losing interests in land to which they had ancestral connections, and some people receiving interests in Te Rarawa land to which they had no ancestral connections.

3.18 The Crown acknowledges that it established development schemes to develop commercial farms on Māori land using Crown loans, and Crown assistance to Te Rarawa for farming and development came nearly forty years after it was made available for lands held in individualised title.

3.19 The Crown further acknowledges that:

3.19.1 it deprived Te Rarawa of control of large areas of their remaining land over a number of decades in the twentieth century through its administration of development schemes;

3.19.2 it kept land such as Tapuwae under its control much longer than Te Rarawa expected when the development schemes were first established;

3.19.3 the costs of these schemes grew into large debts which were passed on to Te Rarawa land owners when their lands were released from Crown control at the conclusion of development schemes; and

3.19.4 the Crown's administration of development schemes did not meet the positive outcomes that Te Rarawa were led to expect, and it was difficult for Te Rarawa to profitably farm some of the land returned to them.

3.20 The Crown acknowledges that it promoted legislation that empowered the Māori Trustee between 1953 and 1974, to compulsorily acquire Te Rarawa land interests the Crown considered uneconomic. The Crown acknowledges this was in breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles and caused many Te Rarawa to lose their turangawaewae.

PROTEST BY MARAEA TE AWAROA HEKE

3.21 The Crown acknowledges the longstanding grievance of the descendants of Maraea Te Awaroa Heke and Ngāti Torotoroa arising from the imprisonment of Maraea for disrupting a road survey. The Crown acknowledges that:

3.21.1 it did not consult the Ngāti Torotoroa hapū before surveying a road through their land at Owhata in 1937;

3.21.2 the Crown did not fully investigate the status of the land being surveyed until 1941 and later acknowledged that the survey records gave no certainty about who owned the disputed land;

3.21.3 the Crown did not provide any compensation to Maraea Te Awaroa Heke or her whānau despite a Native Land Court recommendation to do so; and

3.21.4 the Crown's actions fell short of actively protecting the interests of the Maraea Te Awaroa Heke whānau and breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The Crown now seeks to restore the honour of Maraea Te Awaroa Heke and ease the burden of hurt her whānau have felt for generations.

NATURAL RESOURCES

3.22 The Crown acknowledges it has not undertaken sand dune reclamation work at Kahakaharoa and Wairoa, despite being aware that Te Rarawa only sold these blocks to the Crown to facilitate this work in the 1950s.

3.23 The Crown acknowledges:

3.23.1 the importance to Te Rarawa of the whenua, awa, maunga and moana as part of their identity and places of mahinga kai and other resources important for cultural and physical sustainability;

3.23.2 the Crown has limited the opportunities for Te Rarawa to develop and use some of these resources and, until recently, has failed to acknowledge the special relationship of Te Rarawa to their environment;

3.23.3 the Crown assumed control of estuarine areas in the Hokianga, Whāngāpe and Herekino harbours, and allowed private interests to reclaim some of these areas for farming; and

3.23.4 the degradation of the environment arising from deforestation, siltation, drainage and development schemes, introduced weeds and pests, farm run-off and other pollution has been a source of distress and grievance to Te Rarawa.

3.24 The Crown also acknowledges:

3.24.1 the ongoing sense of grievance for Te Rarawa hapū arising from the drainage of the Tangonge wetlands over time and the resultant destruction of mahinga kai; and

3.24.2 the damage and loss of mahinga kai and other resource gathering places which has led to a decline in species of flora and fauna of importance to Te Rarawa has been a source of distress.

3.25 The Crown acknowledges:

3.25.1 the significance of Te Oneroa-a-Tōhē to Te Rarawa as taonga and vital to their spiritual and material well-being;

3.25.2 the exclusion of Te Rarawa from any meaningful role in the management of and care for Te Oneroa-a-Tōhē since the 1900s has been a source of distress to Te Rarawa; and

3.25.3 the Crown has failed to respect, provide for, and protect the special relationship of Te Rarawa to Te Oneroa-a-Tōhē.

MĀPERE

3.26 The Crown acknowledges that it retained land at the Māpere school site for more than 100 years after it was no longer used as Te Rarawa had intended when they originally transferred it to the Crown for education purposes, and this has been a source of grievance and distress to the Ahipara hapū.

PETROLEUM/ MINERALS

3.27 The Crown acknowledges that Te Rarawa was not consulted when the Crown extended its control of natural resources to include minerals and are aggrieved at the Crown's assumption of control, to which they have never agreed.

SOCIO-ECONOMIC CIRCUMSTANCES

3.28 The Crown acknowledges that over time the hapū of Te Rarawa have lacked opportunities for economic, social, and cultural development, and for too long this has had a detrimental effect on their material, cultural and spiritual well-being.

3.29 The Crown acknowledges the cumulative effects of its actions and omissions has left many Te Rarawa hapū without enough suitable land for their present and future needs and this was a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

The Crown also acknowledges that its policies have contributed to most Te Rarawa Iwi members now living outside of the Te Rarawa rohe.

3.30 The Crown acknowledges that:

3.30.1 until recently, Te Rarawa were not consulted about Crown policies that might be detrimental to their health, education, economic development or cultural practices;

3.30.2 the alienation of Te Rarawa hapū from their lands has profoundly affected their economic, social, and cultural development; and had devastating impacts on the way te reo Māori and knowledge of tikanga Māori practices are passed between generations of the hapū of Te Rarawa; and

3.30.3 those living within their rohe have endured social and economic deprivation for too long. Their health and housing has been worse than that of many New Zealanders and they have not enjoyed the same opportunities.

TE REO

3.31 The Crown acknowledges the significant harm Te Rarawa children suffered by being punished for speaking their own language in State schools for many decades.

EDUCATION

3.32 The Crown also acknowledges that historically the education outcomes for students in schools in the Te Rarawa area have lagged well below those of other New Zealand children.

PARTNERSHIP, PROTECTION AND PARTICIPATION

3.33 The Crown acknowledges that successive generations of Te Rarawa made significant contributions to the development and wealth of the nation.

3.34 The Crown acknowledges that Te Rarawa have helped to meet the nation's defence obligations, including service in two world wars. The Crown acknowledges the loss to Te Rarawa of those who died in the service of their country in New Zealand and overseas.

3.35 The Crown acknowledges that Te Rarawa has honoured its obligations and responsibilities under Te Tiriti o Waitangi/ the Treaty of Waitangi and its principles but the cumulative effect of the Crown's Treaty breaches has significantly eroded customary authority and undermined the tino rangatiratanga of Te Rarawa over land and resources, with effects that continue to be felt to the present day.

APOLOGY

3.36 The Crown makes this apology to Te Rarawa, to the hapū, to the tūpuna and to their descendants. The Crown unreservedly apologises for not having honoured its obligations to Te Rarawa under Te Tiriti o Waitangi/the Treaty of Waitangi.

3.37 For too long the Crown has failed to deal with your grievances in an appropriate way. The burden of pursuing justice and redress for the Crown's wrongs has been borne by generations of Te Rarawa. That work has consumed the people, been the focus of

hapū and iwi politics for generations and impeded your growth and development since the nineteenth century.

3.38 The Crown apologises for the hurt and ongoing grievance caused by its prolonged investigation of pre-Treaty land transactions and its taking of surplus lands. The Crown regrets this left Te Rarawa with considerable uncertainty for generations and alienated highly valued lands from the hapū.

3.39 The Crown apologises for its aggressive land purchasing programme which failed to deliver the expected outcomes for Te Rarawa. These actions deprived Te Rarawa of the benefits of their land and its resources, while the Crown often failed to utilise the land itself.

3.40 The Crown apologises for the inequality of access to development opportunities Te Rarawa has suffered and for impairing the ability of whānau, hapū and iwi to make full use of their remaining lands.

3.41 The Crown apologises for its actions that affected those who sought to protect their land interests in the face of Crown actions. In particular, the Crown apologises for the wrong that was done to Maraea Te Awaroa Heke by surveying a road through whānau land at Ōwhata, and for the consequences which flowed from this. The Crown now seeks to restore the honour of Maraea Te Awaroa Heke and ease the burden of hurt her whānau have felt for generations.

3.42 The Crown apologises for the cumulative impact of its historical breaches of Te Tiriti o Waitangi/the Treaty of Waitangi which have marginalised you politically, socially and economically.

3.43 The Crown profoundly regrets its failure to respect Te Rarawa rangatiratanga, and that its actions over the generations to the present day have significantly eroded your landholdings and impacted on your social and traditional structures, your autonomy and ability to exercise your customary rights and responsibilities. The legacy of historical grievance has undermined your potential in ways that will never be fully understood.

3.44 Through this apology the Crown seeks to atone for these wrongs and relieve the burden of historical grievance so the process of healing can begin. The Crown looks forward to building a new relationship with Te Rarawa based on Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

PUBLIC DELIVERY OF APOLOGY

3.45 The Minister for Treaty of Waitangi Negotiations will publicly deliver the Crown apology by delivering it at a time and place (within the rohe) agreed with Te Rūnanga o Te Rarawa trustees.

4 SETTLEMENT

SETTLEMENT ACKNOWLEDGEMENTS

4.1 Each party acknowledges that:

4.1.1 the settlement represents the result of intensive negotiations conducted in good faith and in the spirit of co-operation and compromise; but

4.1.2 full compensation of Te Rarawa is not possible; and

4.1.3 Te Rarawa have not received full compensation and that this is a contribution to New Zealand's development; and

4.1.4 the settlement is intended to improve and enhance the ongoing relationship between Te Rarawa and the Crown (in terms of Te Tiriti o Waitangi / the Treaty of Waitangi, its principles, and otherwise).

4.2 Te Rarawa acknowledge that, taking all matters into consideration (some of which are specified in clause 4.1), the settlement is fair in the circumstances.

SETTLEMENT

4.3 Therefore, on and from the settlement date:

4.3.1 the historical claims are settled;

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

4.3.3 the settlement is final.

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

REDRESS

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

4.5.1 is intended to benefit Te Rarawa collectively; but

4.5.2 may benefit particular members, or particular groups of members, of Te Rarawa if Te Rūnanga o Te Rarawa trustees so determine in accordance with the procedures of Te Rūnanga o Te Rarawa procedures; and

4.5.3 does not necessarily reflect the full nature and extent of customary interests held by Te Rarawa.

IMPLEMENTATION

4.6 The settlement legislation will, on the terms provided by part 4 of the legislative matters schedule:

4.6.1 settle the historical claims;

4.6.2 exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement, but not in relation to the interpretation or implementation of this deed or the settlement legislation;

4.6.3 provide that the legislation referred to in paragraph 4.4.2 of the legislative matters schedule does not apply:

(a) to a settlement property being:

(i) any cultural redress property;

(ii) any commercial redress property;

(iii) any purchased deferred selection property (if settlement of that property has been effected);

(iv) all RFR land; or

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

4.6.4 require any resumptive memorials to be removed from the certificates of title to, or the computer registers for, the settlement properties;

4.6.5 provide that the rule against perpetuities and the Perpetuities Act 1964 do not:

(a) apply to a settlement document; or

(b) prescribe or restrict the period during which:

(i) Te Rūnanga o Te Rarawa trustees, being the governance entity, may hold or deal with property; and

(ii) Te Rūnanga o Te Rarawa may exist; and

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

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

THE TRUSTEES

4.8 Te Rūnanga o Te Rarawa trustees sign this deed:

4.8.1 on behalf of Te Rarawa pursuant to their mandate to sign this deed described in clauses 1.4.2 and 1.5; and

4.8.2 in their capacity as trustees of Te Rūnanga o Te Rarawa, reflecting that Te Rūnanga o Te Rarawa trustees have the mandate to receive the Crown redress and have ongoing obligations under this deed.

4.9 Te Rūnanga o Te Rarawa trustees have agreed to comply with their obligations in this deed as trustees of Te Rūnanga o Te Rarawa.

4.10 For the avoidance of doubt, to the extent that Te Rūnanga o Te Rarawa trustees sign this deed on behalf of Te Rarawa as trustees, they do so not in any personal capacity and their liability is limited to the assets for the time being of Te Rūnanga o Te Rarawa.

5 CULTURAL REDRESS: TE ONEROA-A-TŌHĒ

BACKGROUND

5.1 For generations Te Oneroa-a-Tōhē has been a vital resource of food, transport, cultural and spiritual sustenance, and recreation for Te Hiku o Te Ika iwi. Specific hapū and iwi of Te Hiku hold mana over Te Oneroa-a-Tōhē. Six generations of Te Hiku o Te Ika iwi have expressed their grievances to the Crown about Crown actions or policies that affect Te Oneroa-a-Tōhē.

5.2 Te Oneroa-a-Tōhē is part of the Ara Wairua (or spirit pathway) that leads to a spiritual portal spanning the world between the living and the dead and is a taonga. For many Māori the Ara Wairua is the only spiritual means to connect with those that have passed on. All Te Hiku o Te Ika iwi have specific kaitiaki responsibilities associated with Te Oneroa-a-Tōhē.

5.3 In the 1950s Te Aupōuri and Te Rarawa (on behalf of all Te Hiku o Te Ika iwi) initiated Court action claiming that customary title to the beach had not been extinguished. An application for a title investigation of the beach between the high water and low water marks was lodged with the Māori Land Court on 16 May 1955. The Crown opposed the claim on a number of grounds when the Māori Land Court considered it in 1957. The Court found as a fact that immediately prior to Te Tiriti o Waitangi / the Treaty of Waitangi, the applicant iwi owned and occupied Te Oneroa-a-Tōhē according to their customs and usages.

5.4 In 1960, the case came before the Supreme Court (now the High Court) on a 'case stated' basis. The Court decided that section 150 of the Harbours Act 1950 suspended the jurisdiction of the Māori Land Court to investigate title to land lying between the mean high and low water marks. Iwi appealed the decision to the Court of Appeal.

5.5 The Court of Appeal issued its judgment in 1963. On the erroneous assumption that title to all the lands adjoining Te Oneroa-a-Tōhē had been investigated by the Native Land Court, it concluded that any property held under Māori custom in adjoining lands between the high water and low water marks was extinguished. In addition, the Court of Appeal agreed that, by virtue of the Harbours Act 1950, the Māori Land Court did not have jurisdiction to investigate title to the adjoining land between the mean high and low water marks.

5.6 Notwithstanding the 1963 decision, iwi continued to assert rights in the foreshore and seabed which ultimately led to the Court of Appeal reconsidering the issue in 2003 in *Ngāti Apa v Attorney General*. The Court of Appeal concluded the 1963 decision was wrong even at the time it was decided and held that the Māori Land Court had jurisdiction to conduct investigations of title to the foreshore and seabed. However, the passage of the Foreshore and Seabed Act 2004 prevented iwi from pursuing claims of ownership of the foreshore and seabed through the courts. The 2004 Act has now been repealed and replaced by the Marine and Coastal Area (Takutai Moana) Act 2011. The right to pursue ownership through the Māori Land Court was not reinstated but that Act provided various mechanisms by which customary interests can be recognised in the foreshore and seabed.

5.7 Te Hiku o Te Ika iwi have a vision for a healthy beach that is capable of sustaining their communities and expressing their cultural and historical signature. This redress is an opportunity for the iwi to participate in the holistic management of Te Oneroa-a-Tōhē and surrounding areas, including the adjacent Aupouri Forest land which Te Hiku o Te Ika iwi will own.

5.8 This redress is specifically about management, not ownership. Te Hiku o Te Ika iwi continue to assert they are customary owners of Te Oneroa-a-Tōhē. This redress will not affect the ability of Te Hiku o Te Ika iwi to make applications for recognition of protected customary rights or of customary marine title under the Marine and Coastal Area (Takutai Moana) Act 2011.

SHARED PRINCIPLES

5.9 Te Rarawa, NgāiTakoto, Te Aupōuri, Ngāti Kuri and the Crown have negotiated the framework for Te Oneroa-a-Tōhē in good faith based on their respective commitments to each other. Te Rarawa, NgāiTakoto, Te Aupōuri, Ngāti Kuri, the Northland Regional Council and the Far North District Council are committed to establishing and maintaining a positive, co-operative and enduring relationship, as envisaged by Te Tiriti o Waitangi / the Treaty of Waitangi, based on:

5.9.1 respecting the autonomy of the parties and their individual mandates, roles and responsibilities;

5.9.2 actively working together using shared knowledge and expertise;

5.9.3 co-operating in partnership with a spirit of good faith, integrity, honesty, transparency and accountability;

5.9.4 engaging early on issues of known interest to either of the parties;

5.9.5 enabling and supporting the use of te reo and tīkanga Māori; and

5.9.6 acknowledging that the parties' relationship is evolving.

5.10 The parties will endeavour to work together to resolve any issues that may arise in the application of these principles.

5.11 To avoid doubt, nothing in the provision of this redress over Te Oneroa-a-Tōhē shall be taken to recognise or confer, on any party, manawhenua over Te Oneroa-a-Tōhē.

SETTLEMENT LEGISLATION

5.12 The settlement legislation will, as noted in part 6 of the legislative matters schedule, provide as necessary for the matters set out in clauses 5.13 to 5.126.

SUMMARY OF FRAMEWORK

5.13 Te Oneroa-a-Tōhē framework consists of the following elements:

5.13.1 Te Oneroa-a-Tōhē Board;

5.13.2 appointment of hearing commissioners by the Board; and

5.13.3 the beach management plan.

TE ONEROA-A-TŌHĒ BOARD

Establishment and purpose of Te Oneroa-a-Tōhē Board

5.14 The settlement legislation will establish a statutory body called Te Oneroa-a-Tōhē Board ("**Board**").

5.15 The purpose of the Board is to provide governance and direction in order to protect and enhance the environmental, economic, social, spiritual and cultural wellbeing of Te Oneroa-a-Tōhē management area for present and future generations.

5.16 Despite the composition of the Board as described in clauses 5.28 to 5.30, the Board is deemed to be a joint committee of the Northland Regional Council and the Far North District Council within the meaning of clause 30(1)(b) of Schedule 7 of the Local Government Act 2002.

5.17 Despite Schedule 7 of the Local Government Act 2002, the Board:

5.17.1 is a permanent committee; and

5.17.2 must not be dissolved unless all appointers agree to the Board being dissolved.

5.18 The members of the Board must:

5.18.1 act in a manner so as to achieve the purpose of the Board; and

5.18.2 subject to clause 5.18.1 comply with any terms of appointment issued by the relevant appointer.

Functions of the Board

5.19 The principal function of the Board is to achieve its purpose.

5.20 In achieving its purpose, the Board will operate in a manner that:

5.20.1 is consistent with tīkanga Māori;

5.20.2 acknowledges the respective authority and responsibilities of Te Hiku o Te Ika iwi, the Northland Regional Council and the Far North District Council; and

5.20.3 acknowledges the shared aspirations of Te Hiku o Te Ika iwi, the Northland Regional Council and the Far North District Council, as reflected in the shared principles set out in clause 5.9.

5.21 The specific functions of the Board are to:

5.21.1 prepare and approve a beach management plan to identify the vision, objectives and desired outcomes for Te Oneroa-a-Tōhē management area;

5.21.2 engage with, seek advice from and provide advice to the Northland Regional Council, the Far North District Council and other beach management agencies regarding the health and wellbeing of Te Oneroa-a-Tōhē management area;

5.21.3 engage with, seek advice from and provide advice to the Te Hiku o Te Ika iwi regarding the health and wellbeing of Te Oneroa-a-Tōhē management area;

5.21.4 monitor activities in and the state of Te Oneroa-a-Tōhē management area and the extent to which the purpose of the Board is being achieved including the implementation and effectiveness of the beach management plan;

5.21.5 display leadership and undertake advocacy, including liaising with the community, in order to further build the iconic status of Te Oneroa-a-Tōhē;

5.21.6 appoint members of hearing panels in relation to applications for resource consents that cover (in whole or in part) Te Oneroa-a-Tōhē management area;

5.21.7 engage and work in a collaborative manner with the joint management body for the cultural redress properties referred to as Beach sites A to D; and

5.21.8 take any other action that is considered by the Board to be appropriate to achieve the purpose of the Board.

5.22 The Board may make a reasonable request of any relevant beach management agency to:

5.22.1 provide information or advice to the Board on matters relevant to the Board's purpose and functions; and

5.22.2 provide for a representative to attend a meeting of the Board.

5.23 Where a request is made under clause 5.22:

5.23.1 where reasonably practicable, the relevant beach management agency will provide the information or advice requested under clause 5.22.1;

5.23.2 where reasonably practicable, the relevant beach management agency will comply with a request under clause 5.22.2 and that agency may determine the appropriate representative to attend any such meeting;

5.23.3 each relevant beach management agency will not be required to attend any more than four meetings in any one calendar year;

5.23.4 the Board will give a relevant beach management agency at least 10 business days' notice of any such meeting; and

5.23.5 the Board will provide a meeting agenda with any request made under clause 5.22.2.

5.24 To avoid doubt, the Board may request that any other person or entity provide information or attend a meeting of the Board.

5.25 To avoid doubt, except as provided for in clause 5.21.1, the Board has discretion to determine in any particular circumstances:

5.25.1 whether to exercise any function identified in clause 5.21; and

5.25.2 how, and to what extent, any function identified in clause 5.21 is exercised.

Capacity

5.26 The Board will have such powers as are reasonably necessary for it to carry out its functions:

5.26.1 in a manner consistent with this part 5; and

5.26.2 subject to clause 5.26.1, the local government legislation.

Procedures of the Board

5.27 Except as otherwise provided for in this part 5 and part 5 of the legislative matters schedule, the procedures of the Board are governed by the applicable provisions of the Local Government Act 2002, Local Government Official Information and Meetings Act 1987 and Local Authorities (Members' Interests) Act 1968.

Appointment of Board members

5.28 Subject to clauses 5.120 to 5.124 the Board will consist of 10 members as follows:

5.28.1 one member appointed by Te Rūnanga o Te Rarawa trustees;

5.28.2 one member appointed by the Ngāti Kuri governance entity;

5.28.3 one member appointed by Te Rūnanga Nui o Te Aupōuri trustees;

5.28.4 one member appointed by Te Rūnanga o NgāiTakoto trustees;

5.28.5 one member appointed by the Ngāti Kahu governance entity;

5.28.6 two members appointed by the Northland Regional Council (such members to be a current councillor of that council);

5.28.7 two members appointed by the Far North District Council (such members to be a current Mayor or councillor of that council); and

5.28.8 one member appointed by the Te Hiku Community Board (such member not necessarily being a member of that community board)

(each organisation being an "**appointer**").

5.29 If the Board consists of eight members, those members will be as follows:

5.29.1 the four members appointed by iwi appointers (being iwi that have either settled or are participating on an interim basis);

5.29.2 two members appointed by the Northland Regional Council; and

5.29.3 two members appointed by the Far North District Council.

5.30 If the Board consists of six members, those members will be as follows:

5.30.1 three members appointed by iwi appointers (being iwi that have either settled or are participating on an interim basis); and

5.30.2 three members appointed by the Northland Regional Council and the Far North District Council.

5.31 Members of the Board:

5.31.1 are appointed for a term of three years, unless the member resigns or is discharged by an appointer during that term; and

5.31.2 may be reappointed or discharged by and at the sole discretion of the relevant appointer.

5.32 In appointing members to the Board, appointers:

5.32.1 in the case of the iwi appointers, must be satisfied that the person has the mana, skills, knowledge, or experience to:

(a) participate effectively in the Board; and

(b) contribute to the achievement of the purpose of the Board;

5.32.2 in the case of the other appointers, must be satisfied that the person has the skills, knowledge or experience and, where not an elected member, the community standing, to:

(a) participate effectively in the Board; and

(b) contribute to the achievement of the purpose of the Board; and

5.32.3 should have regard to any members already appointed to the Board to ensure that the membership reflects a balanced mix of skills, knowledge and experience so that the Board may best achieve its purpose.

Discharge or resignation of Board members

5.33 A member appointed by an iwi or the Te Hiku Community Board may resign by giving written notice to that person's appointer and the Board.

5.34 Where there is a vacancy on the Board:

5.34.1 the relevant appointer will fill that vacancy as soon as is reasonably practicable; and

5.34.2 any such vacancy does not prevent the Board from continuing to discharge its functions.

5.35 To avoid doubt, members of the Board who are appointed by iwi or the Community Board are not, by virtue of that membership, members of a local authority.

Process for dealing with concerns over the performance of a Board member

5.36 Where the Board considers that a member of the Board has acted or is acting in a manner that is not in the best interests of the Board:

5.36.1 the Board may decide to give notice ("**Board's notice**") to the appointer of the Board member in question ("**relevant appointer**");

5.36.2 a decision under clause 5.36.1 must be made by a majority of 70% of the members present and voting at a meeting of the Board;

5.36.3 a notice under clause 5.36.1 must set out the matters that form the basis of the Board's concerns;

5.36.4 a copy of the Board's notice must be given to the Board member in question on the same business day as that notice is given to the relevant appointer;

5.36.5 upon receiving the Board's notice, the relevant appointer may give notice to the Board seeking clarification of any matters relating to the Board's notice; and

5.36.6 the Board will provide clarification of any matters that are the subject of a request under clause 5.36.5.

5.37 Upon receiving the Board's notice, or any clarification under clause 5.36.6, whichever is the later ("**investigation date**"):

5.37.1 the relevant appointer will undertake an investigation of the matters set out in the Board's notice and will prepare a preliminary report;

5.37.2 the investigation and the preliminary report referred to in clause 5.37.1 must be completed within 15 business days after the investigation date;

5.37.3 within 20 business days after the investigation date, the Board, or a subcommittee of the Board, will meet with the relevant appointer to discuss the preliminary report; and

5.37.4 within five business days after the meeting referred to in clause 5.37.3, the relevant appointer will give notice to the Board and the member in question of the relevant appointer's decision.

5.38 If the relevant appointer's decision is that the member in question should be discharged, the relevant appointer will immediately discharge that member, and will appoint another member as soon as is reasonably practicable.

5.39 If the relevant appointer's decision is that the circumstances do not justify the discharge of the member in question, the relevant appointer is not required to take any further action.

Chair and Deputy Chair

5.40 At the first meeting of the Board the iwi members will appoint a member of the Board as Chair.

5.41 The decision under clause 5.40 will be by simple majority of those iwi members present and voting at that meeting.

5.42 The Chair:

5.42.1 is appointed for a term of three years unless the Chair resigns during that term; and

5.42.2 may be reappointed as the Chair by the iwi members.

5.43 At its first meeting the Board will appoint a member of the Board as Deputy Chair.

5.44 The Deputy Chair:

5.44.1 is appointed for a term of three years, unless the Deputy Chair resigns during that term; and

5.44.2 may be reappointed by the Board.

Standing orders

5.45 The Board will at its first meeting adopt a set of standing orders for the operation of the Board, and may amend those standing orders from time to time.

5.46 The standing orders of the Board must not contravene:

5.46.1 this part 5;

5.46.2 tīkanga Māori; or

5.46.3 subject to compliance with this part 5 or part 5 of the legislative matters schedule, the Local Government Act 2002, Local Government Official Information and Meetings Act 1987 or any other Act.

5.47 A member of the Board must comply with the standing orders of the Board, as amended from time to time by the Board.

Meetings of the Board

5.48 The Board will:

5.48.1 at its first meeting agree a schedule of meetings that will allow the Board to achieve its purpose and properly discharge its functions; and

5.48.2 review that meeting schedule on a regular basis to ensure that it is sufficient to allow the Board to achieve its purpose and properly discharge its functions.

5.49 The quorum for a meeting of the Board is not less than five members, made up as follows:

5.49.1 at least two of the members appointed by the iwi appointers;

5.49.2 at least two of the members appointed by the local authority and the Community Board appointers; and

5.49.3 in addition to the members identified in clauses 5.49.1 and 5.49.2, the Chair or Deputy Chair.

Decision-making

5.50 The decisions of the Board must be made by vote at a meeting.

5.51 When making a decision the Board:

5.51.1 will strive to achieve consensus among its members; but

5.51.2 if, in the opinion of the Chair, consensus is not practicable after reasonable discussion, a decision of the Board may be made by a minimum of 70% majority of those members present and voting at a meeting of the Board.

5.52 The Chair and the Deputy Chair of the Board may vote on any matter but do not have casting votes.

5.53 The members of the Board must approach decision-making in a manner that:

5.53.1 is consistent with, and reflects, the purpose of the Board; and

5.53.2 acknowledges as appropriate the interests of iwi in particular parts of Te Oneroa-a-Tōhē.

Declaration of interest

5.54 A member of the Board is required to disclose any actual or potential interest in a matter to the Board.

5.55 The Board will maintain an interests register and will record any actual or potential interests that are disclosed to the Board.

5.56 A member of the Board is not precluded by the Local Authorities (Members' Interests) Act 1968 from discussing or voting on a matter:

5.56.1 merely because the member is affiliated to an iwi or hapū that has customary interests over Te Oneroa-a-Tōhē management area; or

5.56.2 merely because the economic, social, cultural, and spiritual values of any iwi or hapū and their relationships with the Board are advanced by or reflected in:

(a) the subject matter under consideration;

(b) any decision by or recommendation of the Board; or

(c) participation in the matter by the member.

5.57 To avoid doubt, the affiliation of a member of the Board to an iwi or hapū that has customary interests over Te Oneroa-a-Tōhē management area is not an interest that must be disclosed or recorded under clauses 5.54 or 5.55.

5.58 In clauses 5.54 to 5.60, **matter** means:

5.58.1 the Board's performance of its functions or exercise of its powers; or

5.58.2 an arrangement, agreement, or contract made or entered into, or proposed to be entered into, by the Board.

5.59 A member of the Board has an actual or potential interest in a matter, in terms of clauses 5.54 to 5.60, if he or she:

5.59.1 may derive a financial benefit from the matter; or

5.59.2 is the spouse, civil union partner, de facto partner, child, or parent of a person who may derive a financial benefit from the matter; or

5.59.3 may have a financial interest in a person to whom the matter relates; or

5.59.4 is a partner, director, officer, board member, or trustee of a person who may have a financial interest in a person to whom the matter relates; or

5.59.5 is otherwise directly or indirectly interested in the matter.

5.60 However, a person is not interested in a matter if his or her interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence him or her in carrying out his or her responsibilities as a member of the Board.

Reporting and review

5.61 The Board will report on an annual basis to the appointers.

5.62 The report referred to in clause 5.61 will:

5.62.1 describe the activities of the Board over the preceding 12 months; and

5.62.2 explain how these activities are relevant to the Board's purpose and functions.

5.63 The appointers will commence a review of the performance of the Board, including of the extent that the purpose of the Board is being achieved and the functions of the Board are being effectively discharged, on the date that is three years after the Board's first meeting.

5.64 The appointers may undertake any subsequent review of the performance of the Board at any time agreed between all of the appointers.

5.65 Following any review of the Board under clauses 5.63 or 5.64, the appointers may make recommendations to the Board on any relevant matter arising out of that review.

Administrative and technical support of Board

5.66 On the commencement date referred to in clause 5.119, the Crown will provide to the Board:

5.66.1 $150,000 to support the initial operation of the Board; and

5.66.2 $250,000 to support the development of the first beach management plan.

5.67 The administrative and technical support for the Board will be provided by the Northland Regional Council and the Far North District Council.

5.68 The Northland Regional Council will:

5.68.1 hold any funds on behalf of the Board as a separate and identifiable ledger item; and

5.68.2 expend those funds as directed by the Board.

Appointment of commissioners

5.69 The Te Hiku o Te Ika iwi, Northland Regional Council and Far North District Council will no later than three months after the introduction of the third settlement bill:

5.69.1 develop a set of criteria for the appointment of hearing commissioners (such criteria to include a requirement that a commissioner be accredited) in relation to applications for resource consent (in whole or in part) in Te Oneroa-a-Tōhē management area; and

5.69.2 in light of those criteria, develop a list of approved hearing commissioners in relation to applications for resource consent (in whole or in part) in Te Oneroa-a-Tōhē management area ("**commissioner list**").

5.70 The Board will on an ongoing basis review and keep updated the commissioner list.

5.71 In clause 5.69 "**accredited**" has the same meaning as set out in section 2 of the Resource Management Act 1991.

5.72 Where the Northland Regional Council intends to appoint a hearing panel in relation to an application for resource consent (in whole or in part) in Te Oneroa-a-Tōhē management area:

5.72.1 the Northland Regional Council must give notice to the Board of such intention;

5.72.2 the members of the Board appointed by the iwi appointers will, no later than 15 business days after receiving notice under clause 5.72.1, appoint up to half of the members of the hearing panel from the commissioner list;

5.72.3 the members of the Board appointed by the Northland Regional Council will appoint up to half of the members of the hearing panel from the commissioner list;

5.72.4 the members of the Board appointed by the Northland Regional Council will appoint a Chair of the hearing panel from one of the members appointed under clauses 5.72.2 or 5.72.3; and

5.72.5 the Board may waive the rights under clauses 5.72.2 to 5.72.4 by giving notice to the Northland Regional Council.

5.73 If the members of the Board appointed by the iwi appointers have not appointed commissioners by the expiry of the 15 business day period referred to in clause 5.72.2:

5.73.1 the Northland Regional Council will appoint those commissioners that would have been appointed by the iwi members; and

5.73.2 the appointments under clause 5.73.1 must be made from the commissioner list.

5.74 Where the Far North District Council intends to appoint a hearing panel in relation to an application for resource consent (in whole or in part) in Te Oneroa-a-Tōhē management area:

5.74.1 the Far North District Council must give notice to the Board of such intention;

5.74.2 the members of the Board appointed by the iwi appointers will, no later than 15 business days after receiving notice under clause 5.74.1, appoint up to half of the members of the hearing panel from the commissioner list;

5.74.3 the members of the Board appointed by the Far North District Council will appoint up to half of the members of the hearing panel from the commissioner list;

5.74.4 the members of the Board appointed by the Far North District Council will appoint a Chair of the hearing panel [from one of the members appointed under clauses 5.74.2 or 5.74.3; and

5.74.5 the Board may waive the rights under clauses 5.74.2 to 5.74.4 by giving notice to the Far North District Council.

5.75 If the members of the Board appointed by the iwi appointers have not appointed commissioners by the expiry of the 15 business day period referred to in clause 5.74.2:

5.75.1 the Far North District Council will appoint those commissioners that would have been appointed by the iwi members; and

5.75.2 the appointments under clause 5.75.1 must be made from the commissioner list.

Provision of applications for resource consent

5.76 The Northland Regional Council and the Far North District Council will provide to the Board copies or summaries of applications for resource consent that are within (in whole or in part), adjacent to or directly affecting Te Oneroa-a-Tōhē management area.

5.77 The Board will provide to the Northland Regional Council and the Far North District Council guidelines on the nature of information to be provided under clause 5.76, including:

5.77.1 whether copies or summaries of applications for resource consents are to be provided to the Board;

5.77.2 whether there are certain types of applications for which copies or summaries do not have to be provided; and

5.77.3 the timing of the provision of copies or summaries of applications to the Board.

Sub-committee for Beach sites A to D

5.78 There will be a sub-committee of the Board specifically to deal with the preparation and approval of that part of the beach management plan referred to in clause 5.83.1.

5.79 The members of that sub-committee will be those members of the Board appointed by Te Hiku o Te Ika iwi.

THE BEACH MANAGEMENT PLAN

Purpose and scope of the beach management plan

5.80 The Board will prepare and approve the beach management plan in accordance with the process set out in clauses 5.97 to 5.112.

5.81 The purpose of the beach management plan is to:

5.81.1 identify the vision, objectives and desired outcomes for Te Oneroa-a-Tōhē;

5.81.2 provide direction to decision makers where decisions are being made in relation to Te Oneroa-a-Tōhē; and

5.81.3 convey the Board's aspirations for the care and management of Te Oneroa-a-Tōhē, in particular in relation the priority areas identified in clause 5.82.

5.82 The beach management plan will address the following three priority areas:

5.82.1 protecting and preserving Te Oneroa-a-Tōhē from inappropriate use and development, and ensuring that the resources of Te Oneroa-a-Tōhē are preserved and enhanced for present and future generations;

5.82.2 recognising the importance of Te Oneroa-a-Tōhē as a food basket for Te Hiku o Te Ika iwi including ensuring ongoing access to the food basket; and

5.82.3 recognising and providing for the spiritual, cultural and historical relationship of Te Hiku o Te Ika iwi with Te Oneroa-a-Tōhē.

5.83 The beach management plan may also address other areas that the Board considers relevant to the purpose of that plan.

5.84 The beach management plan must include a specific section in relation to Beach sites A to D which addresses the matters set out in section 41(3) of the Reserves Act 1977

5.84.1

5.85 The section of the beach management plan referred to in clause 5.83.1 will be deemed to be the management plan under section 41 of the Reserves Act 1977 for Beach sites A to D.

Effect on Resource Management Act 1991 planning documents

5.86 In preparing, reviewing, varying or changing a relevant RMA planning document, a local authority will recognise and provide for the vision, objectives and desired outcomes in the beach management plan.

5.87 The obligation under clause 5.85 applies each time that a local authority prepares, reviews, varies or changes a relevant RMA planning document.

5.88 Until such time as the obligation under clause 5.85 is complied with, where a consent authority is processing or making a decision on an application for resource consent in Te Oneroa-a-Tōhē management area, that consent authority will have regard to the beach management plan.

5.89 The obligations under clauses 5.85 to 5.87 apply only to the extent that:

5.89.1 the contents of the beach management plan relate to the resource management issues of the region or district; and

5.89.2 recognising and providing for or having regard to (as the case may be) the beach management plan is consistent with the purpose of the Resource Management Act 1991.

5.90 To avoid doubt, the obligations under clauses 5.85 to 5.87 must be carried out in accordance with the requirements and procedures in Part 5 and Schedule 1 of the RMA.

Effect on conservation planning documents

5.91 In preparing a conservation management strategy that is relevant to Te Oneroa-a-Tōhē management area, the Director-General and Te Hiku o Te Ika iwi must have particular regard to any vision, objectives and desired outcomes contained in the beach management plan.

5.92 The Director-General and Te Hiku o Te Ika iwi must comply with clause 5.90 each time that they prepare a conservation management strategy that is relevant to Te Oneroa-a-Tōhē management area.

5.93 Until such time as the obligation under clause 5.90 is complied with, where a person is reviewing, preparing, or changing a relevant conservation management plan, that person will have particular regard to any vision, objectives or desired outcomes contained in the beach management plan.

5.94 The obligations under clauses 5.90 to 5.92 apply only to the extent that:

5.94.1 the vision, objectives and desired outcomes contained in the beach management plan relate to the conservation issues of the area; and

5.94.2 having particular regard to the vision, objectives and desired outcomes contained in the beach management plan is consistent with the purpose of the Conservation Act 1987.

5.95 To avoid doubt, the obligations under clauses 5.90 to 5.92 must be carried out in accordance with the requirements and procedures in Part 3A of the Conservation Act 1987.

Effect on fisheries processes

5.96 The parties acknowledge that:

5.96.1 the beach management plan will influence relevant RMA planning documents and conservation planning documents; and

5.96.2 under section 11 of the Fisheries Act 1996, the Minister of Fisheries is required to have regard to regional policy statements and regional plans under the RMA, and conservation management strategies and conservation management plans under the Conservation Act 1987 before setting or varying any sustainability measures.

Effect on Local Government Act 2002

5.97 A local authority must take into account the beach management plan when making any decision under the Local Government Act 2002, to the extent that the content of that plan has a bearing on local government issues in Te Oneroa-a-Tōhē management area.

Preparation of draft beach management plan

5.98 The following process applies to the preparation of the draft beach management plan:

5.98.1 the Board will commence the preparation of the draft beach management plan no later than three months after the first meeting of the Board;

5.98.2 the Board will meet to discuss and commence the preparation of the draft beach management plan; and

5.98.3 the Board may consult and seek comment from appropriate persons and organisations on the preparation of the draft beach management plan.

5.99 In preparing a draft beach management plan:

5.99.1 the Board must ensure that the contents of the draft beach management plan are consistent with the purpose of and priority areas for that plan as set out in clauses 5.81 and 5.82;

5.99.2 the Board must consider and document the potential alternatives to, and the potential benefits and costs of, the matters provided for in the draft beach management plan; and

5.99.3 the obligations under clauses 5.98.1 and 5.98.2 apply only to the extent that is relative to the nature and contents of the beach management plan.

Notification and submissions on draft beach management plan

5.100 When the Board has prepared the draft beach management plan, but no later than two years after its first meeting, the Board:

5.100.1 must notify it by giving public notice;

5.100.2 may notify it by any other means that the Board thinks appropriate; and

5.100.3 must ensure that the draft beach management plan and any other document that the Board considers relevant are available for public inspection.

5.101 The public notice must:

5.101.1 state that the draft beach management plan is available for inspection at the places and times specified in the notice; and

5.101.2 state that interested persons or organisations may lodge submissions on the draft beach management plan:

(a) with the Board;

(b) at the place specified in the notice; and

(c) before the date specified in the notice; and

5.101.3 invite persons to state in their submission whether they wish to be heard in person in support of their submission.

5.102 The date for the lodging submissions specified in the notice under clause 5.100.2(c) must be at least 20 business days after the date of the publication of the notice.

5.103 Any person or organisation may make a written or electronic submission on the draft beach management plan in the manner described in the public notice.

5.104 The Board will prepare and make publicly available prior to the hearing a summary of submissions report.

5.105 Where a person requests to be heard in support of their submission:

5.105.1 the Board must give at least 10 business days' notice to the person of the date and time at which they will be heard; and

5.105.2 hold a hearing for that purpose.

Approval of beach management plan

5.106 The Board must consider any written or oral submissions, to the extent that those submissions are consistent with the purpose of the beach management plan, and may amend that draft plan.

5.107 The Board must then approve the beach management plan.

5.108 The Board:

5.108.1 must notify the beach management plan by giving public notice; and

5.108.2 may notify the beach management plan by any other means that the Board thinks appropriate.

5.109 At the time of giving public notice of the approved beach management plan under clause 5.107, the Board will also make available a decision report that identifies how submissions were considered and dealt with by the Board.

5.110 The public notice must:

5.110.1 state where the beach management plan is available for public inspection; and

5.110.2 state when the beach management plan comes into force.

5.111 The beach management plan:

5.111.1 must be available for public inspection at the local offices of the relevant local authorities and appropriate agencies; and

5.111.2 comes into force on the date specified in the public notice.

5.112 The Board may request from the Northland Regional Council and/or the Far North District Council reports or advice to assist in the preparation or approval of the beach management plan.

5.113 The relevant local authority will comply with a request under clause 5.111 where it is reasonably practicable to do so.

Review of, and amendments to, the beach management plan

5.114 The Board will commence a review of the beach management plan:

5.114.1 no later than 10 years after the approval of the first beach management plan; and

5.114.2 no later than 10 years after the completion of the previous review.

5.115 If the Board considers as a result of a review that the beach management plan should be amended in a material manner, the amendment must be prepared and approved in accordance with clauses 5.97 to 5.112.

5.116 If the Board considers the beach management plan should be amended in a manner that is of minor effect, the amendment may be approved under clause [5.106], and the Board must comply with clauses 5.107 to 5.110.

Recognition of historical and cultural association

5.117 The Crown has agreed to pay $137,500 to Te Rarawa on settlement date in recognition of historical and cultural associations of Te Rarawa with Te Oneroa-a-Tōhē.

5.118 The payment under clause 5.116 will be made by the Crown directly to the Te Hiku o Te Ika Development Trust.

5.119 The Te Hiku o Te Ika Development Trust will apply the payment under clause 5.116 for the purposes of:

5.119.1 the installation of interpretative signs;

5.119.2 the raising of pouwhenua at Waipapakauri; and

5.119.3 regeneration activities along Te Oneroa-a-Tōhē and Te Ara Wairua.

COMMENCEMENT OF TE ONEROA-A-TŌHĒ REDRESS

5.120 The commencement date for the Te Oneroa-a-Tōhē redress is the settlement date specified in the third settlement Act in time enacted to settle the historical claims of one of Te Hiku o Te Ika iwi ("**third settlement Act**").

INTERIM PARTICIPATION OF REMAINING IWI IN TE ONEROA-A-TŌHĒ REDRESS

5.121 In clauses 5.121 to 5.124 "**remaining iwi**" means where settlement legislation has been enacted for at least three of Te Aupōuri, Te Rarawa, Ngāti Kuri, NgāiTakoto or Ngāti Kahu, any iwi for which settlement legislation has not yet been enacted.

5.122 On the settlement date under the third settlement Act, the Minister for Treaty of Waitangi Negotiations must give notice inviting each of the remaining iwi to participate in the Te Oneroa-a-Tōhē redress on an interim basis.

5.123 The notice referred to in clause 5.121 must:

5.123.1 be given to the trustees of the post governance settlement entity for the each of the remaining iwi if such trustees have been appointed, or otherwise, to the mandated negotiators for that iwi; and

5.123.2 specify:

(a) any conditions that must be satisfied before each of the remaining iwi may participate in the Te Oneroa-a-Tōhē redress on an interim basis including a condition that mandated representatives have been appointed to represent that iwi; and

(b) any conditions of such participation.

5.124 Once the Minister for Treaty of Waitangi Negotiations is satisfied that a remaining iwi has satisfied the conditions specified in the notice under clause 5.122, the Minister must give notice in writing to that remaining iwi and other relevant Te Hiku o Te Ika iwi stating the date upon which that remaining iwi will participate in the Te Oneroa-a-Tōhē redress on an interim basis.

5.125 To avoid doubt:

5.125.1 if any conditions referred to in clause 5.122.2 are breached, the Minister for Treaty of Waitangi Negotiations may by notice in writing revoke the interim participation of a remaining iwi, after giving that iwi reasonable notice and a reasonable period to remedy such breach; and

5.125.2 the interim participation by a remaining iwi will cease on the settlement date specified in the settlement legislation to settle the historical Treaty claims of that iwi.

Central and South Conservation Areas

5.126 The settlement legislation will provide that:

5.126.1 any part of the Central and South Conservation Areas (shown marked blue on the plan in part 7 of the attachments) below mean high water springs ceases to be a conservation area under the Conservation Act 1987; and

5.126.2 to avoid doubt, any part of the Central and South Conservation Areas below mean high water springs forms part of the common marine and coastal area.

Definitions

5.127 In this part:

5.127.1 **beach management agencies** means the Environmental Protection Authority and the Ministry of Economic Development;

5.127.2 **iwi members** means the members of the Board that are appointed under clause 5.28;

5.127.3 **relevant RMA planning document** means a regional policy statement, regional plan, district plan or proposed plan (as those terms are defined in sections 43AA and 43AAC of the Resource Management Act 1991) that applies to Te Oneroa-a-Tōhē management area;

5.127.4 **local government legislation** means the Local Government Act 2002, Local Government Act 1974, Local Government Official Information and Meetings Act 1987 and the Local Authorities (Members' Interests) Act 1968;

5.127.5 **Te Oneroa-a-Tōhē management area** means:

(a) the area set out on the plan in part 5 of the attachments, including:

(i) the marine and coastal area; and

(ii) Beach sites A to D being vested in Te Hiku o Te Ika iwi subject to scenic reserve status; and

(b) any other area adjacent to or in the vicinity of the area identified in clause 5.126.5(a) with the agreement of:

(i) the Board; and

(ii) the relevant owner or administrator of that land.; and

5.127.6 **Te Oneroa-a-Tōhē redress** means the redress set out in this part 5.

6 CULTURAL REDRESS: WARAWARA WHENUA NGĀHERE I TE TAIAO

BACKGROUND

6.1 The Warawara comprises the historic land known as Te Kauae-o-Ruru-Wahine and a number of smaller areas that were acquired by the Crown over a period of years from 1875 including all of Te Takanga and parts of Waihou Lower, Otangaroa, Ototope, Taikarawa, Whakarapa, Paihia, Rotokakahi, and Waireia. The area was originally 18,270 acres.

6.2 Te Rarawa tīkanga reinforces that all land has an inherent tapu out of which comes mana. Mana whenua is derived from mana tupuna (ancestral rights) and ahikaroa (continuing use and occupation). The Warawara is of paramount importance to the Warawara mana whenua hapū and Te Rarawa. Within the traditional classification of whenua ngahere, customary values and practices were in place over the whole area. Where the mana whenua of more than one hapū converged these values and practices gained more mana and became historically entrenched with layer upon layer of occupation and use. This phenomenon embodies concepts of the binding together of hapū interests creating whakapapa relationships around kainga noho (settlements) and a sharing of resources.

6.3 The Warawara contains many of Te Rarawa's ancestral maunga including Papata, Moumoukai, Weka, Te Reinga, Te Rau-o-te-Aute, Tauwhare, Paparata, Poare, Tarakeha, Umawera, Ototope, and Opango. It is the source of waiora or life giving water that has sustained Te Rarawa communities since they were established by Kupe and others centuries ago. It contains the springs and catchments of awa including Moetangi, Taikarawa, Waikare, Waitaha, Hauturu, Puapua, Wharerimu, Whakarapa, Kawaka, Otangaroa, Waihou and Paharakeke.

6.4 Historically the Warawara was one of the first areas to be occupied by Māori and there are numerous signs of ancient occupation. The higher areas of the Warawara were generally not occupied on a permanent basis but many places were set aside as torere where human remains were placed and ana or burial caves used for a similar purpose. It was also used for hunting and other food gathering, the taking of timber and other resources such as kiekie and nikau, and the collection of rongoa. The Warawara includes a network of sites of historical, environmental, political and cultural significance including wahi tapu, wahi pakanga (battle sites), wahi whakahirahira (outstanding or iconic places) and pa.

6.5 Negotiations for the Te Kauae-o-Ruru-Wahine purchases and the payment of tamana (advance payments to selected individuals) took place two years before ownership was determined by the Native Land Court. The Crown agent used an interpreter for the negotiations. According to oral sources Te Rarawa received verbal assurances from the Crown that they would retain ownership of the timber and other resources on the land and these assurances were pivotal to their agreement to sell.

6.6 The land had not been surveyed. The hearings were held in May of 1875 with the block divided into three parts with 14 rangatira representing an estimated 200 owners in the blocks' 9,260 acres. The Crown then completed the purchase. While Te Rarawa

believed the timber and other resources were excluded from the sale, no conditions to preserve these rights were included in the deed of sale.

6.7 In 1885 the Warawara was gazetted as a State Forest under the control of the Lands and Surveys Department. Te Rarawa hapū continued to access resources from the Warawara after the sales including timber for the building of houses, fences, churches and marae, in Pawarenga, Mitimiti and Panguru, and the extraction of gum to provide whānau income. Te Rarawa hapū members continued to dig gum and assert ownership of the trees until 1903 when gum digging regulations put a stop to it.

6.8 From 1903 attempts by Te Rarawa to have the situation remedied through Members of Parliament began. A series of meetings were held and a formal petition was lodged in 1924. The petition was heard by the Native Land Court, but the judge found it difficult to accept the validity of the claim because the claimants had taken so long to bring the matter forward. He accepted that it was probable that there was an understanding that the Crown would allow the taking of "a bit of timber for a church or some whares or fences or for making some canoes," but he dismissed the claim that the ownership of the timber was valid and made no recommendation.

6.9 In 1922 the Warawara transferred to the newly formed Forest Service. Early reports identified that the forest contained more than 60 million feet of timber. It also found that operational costs to mill the area would be too high to make large scale milling viable. The small scale milling of 'dry' kauri began in 1922. Te Rarawa communities continued to request permission to take timber for the purposes of housing, school and community projects, and gum from the Warawara with little success over a number of decades. The Conservator of Forests decided that any milling of timber would not be considered until a working plan had been approved and access and boundary issues dealt with.

6.10 Milling began in earnest in 1967. This continued through until 1974 by which time 8.5 million board feet of timber had been extracted. The Warawara was then recommended as a conservation area with a sanctuary being set up in 1979 and an ecological area established in 1982. In 1984 the Warawara was included as part of the Northland Forest Park. In 1987 the NZ Forest Service was disestablished and the Warawara was transferred to the Department of Conservation.

6.11 The Warawara is almost entirely surrounded by Māori owned lands, the majority of which are conservation areas. These lands are owned by various Te Rarawa whānau groups which affiliate to the marae located around the perimeter of the Warawara. The ahikā or those still living on their ancestral lands are kaitiaki of the Warawara. They have a shared responsibility for the whenua. Te Rarawa hapū have carried a grievance in relation to the Warawara for more than 130 years, despite numerous attempts to have the matter addressed.

6.12 The Warawara Whenua Ngahere i Te Taiao redress provides a new start for the hapū of Warawara and new opportunities to exercise their kaitiakitanga obligations. Within this there will emerge opportunities for innovation, protection and the future development of Warawara.

BACKGROUND STATEMENT IN RELATION TO CONSERVATION STATUS OF WARAWARA

6.13 Warawara Conservation Park (6943 ha) ("**Warawara**"), which includes the 823 ha Warawara Forest Sanctuary, and the 990 ha Te Hura Ecological Area, is a significant conservation site. It is a large contiguous area of outstanding diversity, virtually comprising a sequence from coast to high altitude forest. The vegetation provides a water and soil protection function on very steep slopes. Several species of flora and fauna which are either threatened or of restricted distribution occur here, including a surviving population of North Island rifleman, the only known population in Northland. Many associated plant species found within the kauri forest type are either absent or poorly represented elsewhere in the ecological district, including tawari, Dicksonia lanata “North”, neinei, Metrosideros albiflora and the fan fern Schizaea dichotoma. The vegetation type on Ongaru summit is unusual in this ecological district, and the karaka-kanuka, towai-puriri, towai-mamaku, and flax-Hebe associations are the only examples of their type in the ecological district. It is also a nationally important soil site, being a very large area containing a moderate range of brown granular clays (Te-Kie Tutamoe Awapuku) under indigenous vegetation.

WARAWARA WHENUA NGĀHERE I TE TAIAO

6.14 The agreement referred to as Warawara Whenua Ngāhere i te Taiao is one of the cornerstones of the settlement redress. It is intended to give effect to a new relationship between Te Iwi o Te Rarawa, the Minister and the Department of Conservation by acknowledging that the mana whenua hapū and Iwi of Te Rarawa exercise mana whenua over the Warawara and providing for joint roles in relation to the governance and management of Warawara.

6.15 The intention of the parties in entering into Warawara Whenua Ngāhere i te Taiao is to:

6.15.1 strengthen the Te Rarawa / Crown relationship in terms of Te Tiriti o Waitangi / the Treaty of Waitangi;

6.15.2 recognise the mana and kaitiaki role of the mana whenua hapū and Te Rarawa with Warawara;

6.15.3 recognise the Crown’s regulatory role;

6.15.4 promote and support conservation values;

6.15.5 engage the communities of the respective mana whenua hapū and Te Rarawa in conservation activities;

6.15.6 recognise and protect Te Rarawa historical and cultural values;

6.15.7 ensure public access;

6.15.8 support the development goals of Te Rarawa to the extent that these goals are consistent with conservation objectives;

6.15.9 provide for the Minister/Director-General to carry out relevant functions, powers, and duties under the conservation legislation; and

6.15.10 where decisions are being made in relation to Warawara, maximise the ability for the Minister/Director-General and the mana whenua hapū and Te Rarawa to reach consensus in relation to those decisions.

OBLIGATION TO ENTER INTO WARAWARA WHENUA NGĀHERE I TE TAIAO

6.16 The mana whenua hapū, Te Rarawa and the Director-General will enter into an agreement in relation to the management of Warawara ("**Warawara Whenua Ngāhere i te Taiao**").

6.17 The Warawara Whenua Ngāhere i te Taiao will be in force no later than six months after settlement date.

SCOPE OF WARAWARA WHENUA NGĀHERE I TE TAIAO

6.18 The Warawara Whenua Ngāhere i te Taiao will include processes to provide for the Minister/Director-General, the mana whenua hapū and Te Rarawa to work in a collaborative manner in relation to:

6.18.1 the development of a management/operational plan for Warawara;

6.18.2 annual planning by the Department as it relates specifically to Warawara;

6.18.3 management of Warawara;

6.18.4 decisions on concessions or other statutory authorisations under the conservation legislation as they relate to Warawara; and

6.18.5 other matters agreed between the mana whenua hapū, Te Rarawa and the Director-General in relation to Warawara.

COMMUNICATIONS AND MEETINGS

6.19 The Warawara Whenua Ngāhere i te Taiao will provide for:

6.19.1 the mana whenua hapū, Te Rarawa and the Director-General to meet annually to discuss the proposed management of Warawara for the following year;

6.19.2 meetings as required between the mana whenua hapū, Te Rarawa and the Director-General to plan for and discuss the management of Warawara, including any planned management activities or issues that have arisen;

6.19.3 communication as required between the mana whenua hapū, Te Rarawa and the Director-General to discuss the management of Warawara, including any planned management activities or issues that have arisen;

6.19.4 early notification to the mana whenua hapū and Te Rarawa of any issues that come to the attention of the Director-General concerning the management of Warawara;

6.19.5 early notification to the Director-General of any issues that come to the attention of the mana whenua hapū or Te Rarawa concerning the management of Warawara;

6.19.6 agreement as to the management activities that may be undertaken by the mana whenua hapū and Te Rarawa;

6.19.7 meaningful and early input of the mana whenua hapū and Te Rarawa into management decisions relating to Warawara; and

6.19.8 an acknowledgement that the Director-General has statutory functions, powers and duties under the conservation legislation, that the mana whenua hapū and Te Rarawa have kaitiaki responsibilities, and that the Warawara Whenua Ngāhere i te Taiao will operate in a manner consistent with those functions, powers, duties and responsibilities.

STRIVING FOR CONSENSUS

6.20 Where a decision is to be made under the conservation legislation that relates specifically to Warawara, the Minister/Director-General, the mana whenua hapū and Te Rarawa will:

6.20.1 work together in that decision making process;

6.20.2 take all reasonable and practicable steps to achieve consensus in relation to that decision;

6.20.3 proceed on the presumption that a consensus should be able to be achieved; and

6.20.4 act in accordance with the decision making framework in the korowai for enhanced conservation and, in particular, where the circumstances require it, give a reasonable degree of preference to the interest of the mana whenua hapū and Te Rarawa.

6.21 In the event that consensus is not able to be achieved:

6.21.1 the Director-General will provide an explanation to the mana whenua hapū and Te Rarawa as to why a decision may have to be made by the Minister/Director-General in a manner that does not reflect a consensus;

6.21.2 where the mana whenua hapū or Te Rarawa consider that the matter is of fundamental importance and potentially injurious to the relationship reflected in the Warawara Whenua Ngāhere i te Taiao, the mana whenua hapū or Te Rarawa may refer the matter to the chair of Te Rūnanga o Te Rarawa and the conservator of the Northland Conservancy for resolution; and

6.21.3 the chair of Te Rūnanga o Te Rarawa and the conservator of the Northland Conservancy, may, if the matter is not able to be resolved and the circumstances warrant it, agree that the matter be referred to the Director-General for his or her view or assistance.

6.22 To avoid doubt, nothing in clause 6.21 affects the ability of Te Rarawa to raise any issue of concern with the Minister directly.

PRINCIPLES FOR OPERATION OF THE WARAWARA WHENUA NGĀHERE I TE TAIAO

6.23 In working together under the Warawara Whenua Ngāhere i te Taiao the mana whenua hapū, Te Rarawa and the Director-General will:

6.23.1 respect the particularly special relationship between the mana whenua hapū, Te Rarawa and Warawara;

6.23.2 protect the conservation values of Warawara;

6.23.3 recognise and acknowledge that the parties will benefit from working together by sharing their respective vision, knowledge and expertise;

6.23.4 recognise that the relationship between the mana whenua hapū, Te Rarawa and the Director-General will evolve;

6.23.5 use best endeavours to ensure that the purpose of the Warawara Whenua Ngāhere i te Taiao is achieved in an enduring manner;

6.23.6 ensure early engagement and a “no surprises” approach;

6.23.7 work together in good faith and a spirit of co-operation;

6.23.8 maintain open, honest and transparent communication;

6.23.9 recognise the kaitiaki responsibilities of the mana whenua hapū and Te Rarawa;

6.23.10 recognise the statutory functions, powers and duties of the Director-General under the conservation legislation;

6.23.11 work in good faith on the presumption that consensus should be able to be achieved on decisions relating to the management of Warawara; and

6.23.12 commit to meeting statutory timeframes, and minimising delays and costs.

SUSPENSION OF WARAWARA WHENUA NGĀHERE I TE TAIAO

6.24 The mana whenua hapū, Te Rarawa and the Director-General may from time to time agree in writing to suspend, in whole or in part, the operation of the Warawara Whenua Ngāhere i te Taiao.

6.25 In reaching any agreement under clause 6.24, the parties must specify the scope and duration of any such suspension.

6.26 To avoid doubt, there is no right to terminate the Warawara Whenua Ngāhere i te Taiao.

WAIVER OF RIGHTS UNDER WARAWARA WHENUA NGĀHERE I TE TAIAO

6.27 The mana whenua hapū or Te Rarawa may give notice in writing to the Director-General from time to time that it waives any rights provided for under the Warawara Whenua Ngāhere i te Taiao.

6.28 In giving any notice under clause 6.27 the mana whenua hapū or Te Rarawa must specify the scope and duration of any such waiver.

6.29 The mana whenua hapū or Te Rarawa may at any time revoke a notice of waiver by notice in writing to the Director-General.

LEGAL FRAMEWORK FOR WARAWARA WHENUA NGĀHERE I TE TAIAO

6.30 The Warawara Whenua Ngāhere i te Taiao is an agreement entered into under section 53 of the Conservation Act 1987.

6.31 In the event of a breach, the Warawara Whenua Ngāhere i te Taiao is enforceable in accordance with its terms between the mana whenua hapū or Te Rarawa and the Director-General. However, a breach of the Warawara Whenua Ngāhere i te Taiao is not a breach of this deed of settlement.

REVIEW AND AMENDMENT OF WARAWARA WHENUA NGĀHERE I TE TAIAO

6.32 The mana whenua hapū, Te Rarawa and the Director-General may at any time agree in writing to undertake a review of the Warawara Whenua Ngāhere i te Taiao.

6.33 Where, as a result of a review, the mana whenua hapū, Te Rarawa and the Director-General agree in writing that the Warawara Whenua Ngāhere i te Taiao should be amended, those parties may amend the Warawara Whenua Ngāhere i te Taiao provided that such amendment must be made in writing.

EXERCISE OF POWERS IN CERTAIN CIRCUMSTANCES

6.34 Where the exercise of a statutory function is affected by the Warawara Whenua Ngāhere i te Taiao, but a statutory timeframe for the exercise of that function is not able to be complied with under the Warawara Whenua Ngāhere i te Taiao, or an emergency situation arises, the Minister or Director-General may exercise that function on his or her own account and not in accordance with the Warawara Whenua Ngāhere i te Taiao.

6.35 Despite clause 6.34, the Minister or the Director-General will use best endeavours to ensure that clause does not have to be resorted to.

REPRESENTATION OF THE HAPŪ AND IWI OF TE RARAWA

6.36 The Warawara Whenua Ngāhere i te Taiao will provide:

6.36.1 that the mana whenua hapū of Te Rarawa will be represented by representatives appointed through mana whenua hapū marae; and

6.36.2 that the representatives identified under clause 6.36.1 may form a kaitiaki committee to act as a form of collective representation for the mana whenua hapū of Te Rarawa under the Warawara Whenua Ngāhere i te Taiao; and

6.36.3 that Te Rarawa will be represented through Te Rūnanga o Te Rarawa on any kaitiaki committee formed under clause 6.36.2.

RELATIONSHIP WITH THE KOROWAI

6.37 The Warawara Whenua Ngāhere i te Taiao will be implemented and adhered to by the parties in a manner that is consistent with and reflects the korowai.

6.38 Despite clause 6.37, the korowai is in addition to, and does not derogate from, the provisions of the Warawara Whenua Ngāhere i te Taiao.

COSTS

6.39 To avoid doubt, the Warawara Whenua Ngāhere i te Taiao will provide that each party bears its own costs in relation to the preparation of and participation under that agreement.

MINING

6.40 The Minister of Energy and Resources will treat the statement of values referred to in clauses 61 to 6.12 as a request by Te Rarawa under section 15(3) of the Crown Minerals Act 1991 that the Warawara:

6.40.1 be excluded from the operation of the minerals programmes; and

6.40.2 should not be included in any permits granted under that Act.

6.41 The Minister of Energy and Resources will consider the request referred to in clause 6.40 on each occasion that the Minister either:

6.41.1 reviews a minerals programme under section 20 of the Crown Minerals Act 1991; or

6.41.2 considers an application for any permit under sections 22 to 25 of that Act.

DEFINITIONS

6.42 **mana whenua hapū** means those Te Rarawa hapū who have mana whenua over the Warawara and adjacent lands; and

6.43 **Warawara** means means the Warawara Conservation Park (6,943 ha) as marked on the plan set out in part 6 of the attachments.

7 CULTURAL REDRESS: KOROWAI ATAWHAI MŌ TE TAIAO - KOROWAI FOR ENHANCED CONSERVATION

KO TE MANAWHENUA / MANAWHENUA STATEMENT

Ko Ranginui e tū iho nei hei tuanui mō te ao,
Ko Papatūānuku e takoto nei hei whāriki mō te rangi
Ka puta, ka ora ki ngā mumu tai, ki ngā whenua wawā, ā rāua tini uri whakaheke e kōwhaiwhai haere nei i te ao

The nature of Manawhenua
Ranginui extends above us as a canopy over the world
Papatūānuku stretches out below, a platform for the heavens
They are adorned with an interwoven tapestry of the myriad descendants, born and reborn, and dispersed amongst the murmuring waters and recesses throughout the scattered lands and oceans of Rangi and Papa.

Ko Tāne-te-waiora ko Tāne-te-pēpeke, ko Tāne-nui-a-rangi, ko Tāne-te-orooro, ko Tāne-mahuta i whakarite i te wehenga ake o ōna mātua kia puta ai ki te ao mārama.

He tapu anō te ira atua i whakatōngia e Tāne ki roto i tāna i hanga ai ki tāna i moe ai. Ka tiakina te mana atua i roto i te whare tangata, kia mau tonu ai te tapu o te tangata.

Nā Tāne anō ngā rākau me ngā manu - a Raupō, a Kīwī, a Rupe mā, me te tini o Te Wao Nui ā, marere noa ki ngā takutai moana, ki ngā tini a Tangaroa. Ko te tangi a te mātui, “tūī, tutuiā” - te rangi ki te whenua, te whenua ki te rangi. Ka puta ki te whei ao, ki te ao mārama, tihei wā mauriora!

It was Tāne-te-waiora, Tāne-te-pēpeke, Tāne-te-orooro, Tāne-whakapiripiri, Tāne-mahuta, Tāne-nui-a-Rangi who instigated the separation of his parents, bringing about the emergence into the World of Light and understanding.

Through the act of conception, Tāne introduced his godliness to those that he created and an aspect of his divinity to those with whom he procreated. The womb transmits and protects this sacred authority maintaining the sanctity of the holistic person.

7: CULTURAL REDRESS: KOROWAI ATAWHAI MŌ TE TAIAO - KOROWAI FOR ENHANCED CONSERVATION

From Tāne also descended Rākau, Raupō, Kiwi, Rupe and the multitudes of progeny from the mountains to the great forests and unto the oceans. The sky is woven into the land and the land to the sky from whence emerged the world of light, bringing forth the spirit essence of all living things.

Ko Tūmatauenga anō tētahi o ngā tama a Ranginui rāua ko Papatūānuku. He atua koi, he atua māia, he kaitaki, he toa. Ko ōna hoa ko te taua, ko tana mahi he karawhiu i runga i te marae ātea me te pakanga.. Nā tēnei atua, nā Tūmatauenga ka puta ko āna uri – te tini me te mano o ngā tāngata e tūtū haere nei ki runga i te mata o te whenua.

Tūmatauenga – another son of Ranginui and Papatūānuku, was astute and brave, an industrious leader and the ultimate warrior. His constant companions are strife and war; he convenes the arena of conflict and the field of battle. The progeny of Tūmatauenga include all the people who live and occupy the face of the earth.

He uri whakatupu tātou nō ngā kāwai atua o te ao..He mea paihere ngā uri a Tāne rāua ko Tūmatauenga, ki ngā whakapapa atua tātai noa ki te ao.

As descendents of the gods and the progeny of Tāne and Tūmatauenga, we are enmeshed within the genealogies of the pantheon of elemental deities that form the environment.

Koia e meatia nei, kia kōrerotia ana te mana o ngā ngahere, ngā whenua me ngā papamoana o Te Hiku o Te Ika, kia maumahara te tangata e honohono ana te mauri o ngā mea katoa.

We speak here of our authority over the lands, forests and oceans of Te Hiku o Te Ika, as the spirit of all things is connected, empowering our ability to speak as guardians of the land, forests and seas, in the pursuit of all that we desire.

Ka mutu, i konei anō mātou e noho ana hei kaitiaki i te taiao, hei kaitaurima i te mauri o ngā tapuwae ā-nuku o ō mātou tūpuna. Nā rātou ngā kōrero i waiho, i tapa hoki ngā ingoa i honohono ai ngā tātai katoa o te ao tūroa. Kua riro iho i a mātou Ngā Kete o Te Wānanga i tīkina ake rā e Tāne kia whai māramatanga ai te ira tangata. Nāna anō te wairua mārama me ngā āhuatanga whakamīharo o te ira atua i whakatō ki roto i ana uri e tū nei hei tangata whenua tūturu mō Te Hiku o Te Ika a Māui Tikitiki a Taranga ā, puta noa i Aotearoa. Nō muri

mai ka tae mai a Kupe, a Pōhurihanga, a Tamatea, a Nukutawhiti, a Ruanui, a Puhi, a Tūmoana, i ruirui haere ai i te kākano mai i Rangiātea, kia kore ai mātou e ngaro.

We have lived here since time immemorial, as guardians of the environment, fostering the spirits, treading in the footprints of our ancestors who bestowed names between the land and the sky, and laid down a celestial template that encompasses all of nature. Tāne bequeathed to us the Baskets of Knowledge to provide his descendants with an understanding enabling us to exercise power, authority and responsibility. Tāne created his progeny with the attributes of the gods and imbued them with a divine element. These descendants exist now as the indigenous people of Te Hiku o Te Ika a Māui Tikitiki a Taranga and Aotearoa. From the time of the arrival of Kupe, Pōhurihanga, Tamatea, Nukutawhiti, Ruanui, Puhi and Tūmoana, they sowed the sacred seed brought from Rangiātea ensuring our ongoing existence.

Ko tōku mana, ko tōku reo Māori ngā kaiwhakamārama i tōku mātauranga ki te taiao, rere ki uta, rere ki tai ā, taiāwhiowhio noa Ko mātou tonu te hunga tiaki i ngā mahi tapu a ō mātou tūpuna. Kei te ture Kāwana te kawenga ki te whakatairanga i ngā tīkanga a te Māori kia hīkina ake te mana o te iwi me ōna hapu hei kaitiaki kia whakatutuki i te mana tapu kia taurima tonu ai te Wao Nui a Tāne i Te Hiku o te Ika.

My innate authority and my language illuminate my inherited knowledge and responsibility for the environment, from the centre of the land to the oceans and the atmosphere. We are the original occupants and contemporary guardians of those tasks sacred to our ancestors. It is appropriate for Government to acknowledge, respect and support our inherited role, knowledge and practices as the core of conservation management in New Zealand. Better equipped and more empowered iwi and hapū as kaitiaki, introduces an immense additional resource in the management of the great domains of Tāne, and his siblings in Te Hiku o Te Ika.

He kawenata hou tēnei tauākī manawhenua hei whakapai ake i ngā mahi whakahaere o aua whenua mā te mahi ngātahi i ngā whenua kei roto i ngā ringaringa o Te Papa Atawhai me ngā hapū, iwi hoki o Te Hiku o Te Ika. Mā tēnei whakaritenga hou ka uru ngā whakaaro Māori, ngā tīkanga Māori me ngā tāngata Māori ki roto i ngā mahi a Te Papa Atawhai – mai i te rangatira teitei, te Minita ā, tae noa ki te Tari ā-Rohe. Kua whakaae mai te Kāwanatanga

me mātou ki te whai ngākau hou mō te oranga tonutanga i ngā whenua me ngā papamoana o Te Hiku o Te Ika.

Tūturu whakamaua kia tina, hui e, tāiki e!

This is a new covenant setting out a collaborative working arrangement with the iwi and hapū of Te Hiku o Te Ika on their ancestral lands, even though these lands are yet held by the Department of Conservation. This is a new concept that allows for Māori perspectives, practices and people to pervade the workings of the Department of Conservation – from the Minister to the Regional Conservancy. We have together acknowledged iwi manawhenua and a need to begin with new heart to ensure the ongoing sustainability of our lands and our oceans within Te Hiku o Te Ika.

Hold fast and make permanent! Let us come together!

Kaupapa Tuku Iho/Inherited Values Underpinning Manawhenua

1. Every action or activity of Te Hiku o Te Ika iwi is sourced in values inherited from tūpuna Māori (and other ancestors in various ways) - called Kaupapa Tuku Iho.

2. The Kaupapa Tuku Iho will give life to the Manawhenua Statement.

3. The Kaupapa Tuku Iho, are:

    (a) Manaakitanga: Behaviour and activities that are mana enhancing toward others including generosity, care, respect and reciprocity.

    (b) Wairuatanga/Mauri: Acknowledging and understanding the existence of Mauri and a spiritual dimension to life and to the world that requires regular attention and nourishment.

    (c) Ūkaipōtanga: Caring and nurturing a context where Māori and others are able to contribute in ways that strengthen a sense of fulfilment and stimulation.

    (d) Whanaungatanga: Expressing relationships built on common ancestry and featuring interdependence, reciprocal obligations, support and guidance within rōpū tuku iho (iwi, hapū and whānau) and within other groups comprising people by whom genealogy is highly regarded.

    (e) Rangatiratanga: Reflecting chiefly roles and attributes, seen as “walking the talk”, integrity, humility and honesty.

    (f) Kaitiakitanga: Activity of Guardianship, deriving from manawhenua, over and including natural resources, inherited taonga, other forms of wealth and communities, including Māori as a peoples and other peoples as distinctive cultural groups.

(g) Kotahitanga: Pursuing a unity of purpose and direction where all are able and encouraged to contribute.

(h) Pūkengatanga: Processing knowledge creation, dissemination and maintenance that leads to scholarship and contributes to the mātauranga continuum of Te Kākano i ruia mai i Rangiātea.

(i) Tātai Hono: Analysing and synthesising fundamental connectivity (as in genealogy) that highlights the balancing of inter-relationships between people, between people and their heritage and between people and the world around them. Acknowledging the element of whakautu and the reciprocal responsibilities that evolve from that.

(j) Te Reo Māori: Essential to the identity and survival of Māori as a people, this inherited taonga is used to articulate Māori understanding of the world just as other cultural groups use their language to do this.

(k) Mana: Each iwi has its own mana and autonomy to operate within their respective rohe in accordance with mana whenua, mana tupuna, mana moana, and manaakitanga. Iwi authority shows commitment to developing strategies in regards to shared interests.

7: CULTURAL REDRESS: KOROWAI ATAWHAI MŌTE TAIAO - KOROWAI FOR ENHANCED CONSERVATION

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7: CULTURAL REDRESS: KOROWAI ATAWHAI MŌTE TAIAO - KOROWAI FOR ENHANCED CONSERVATION

BACKGROUND

7.1 For Te Hiku o Te Ika iwi, the issue of redress is underpinned by the statement of principle “riro whenua atu, hoki whenua mai” (“land which was lost must be returned”).

7.2 In their Treaty settlement negotiations with the Crown, Te Hiku o Te Ika iwi were concerned to achieve a level of redress which satisfies the mana and integrity of Te Hiku o Te Ika iwi and their affiliated hapū, whānau and marae. Te Hiku o Te Ika iwi were concerned that adequate provision was made to recognise the interests of Te Hiku o Te Ika iwi in conservation land. These lands form the mountains, rivers and significant places of Te Hiku o Te Ika iwi ancestors.

7.3 The approach of Te Hiku o Te Ika iwi stems from the grievance that the iwi feel with respect to Crown processes that over time resulted in the separation of tangata whenua from their whenua. The Waitangi Tribunal underlined this fact in its 1997 Muriwhenua Land Report.

7.4 Te Hiku o Te Ika iwi initially sought all conservation land to be vested in them. The Crown agreed to vest some areas of conservation land in the iwi and also to enter into a co-governance arrangement over all remaining conservation land - the korowai for enhanced conservation.

7.5 The korowai has been co-created by Te Hiku o Te Ika iwi and the Crown to reflect both the significance of conservation land and conservation taonga to Te Hiku o Te Ika iwi and also to the wider public.

7.6 The korowai reconnects Te Hiku o Te Ika iwi to the governance of all areas of conservation land in Te Hiku o Te Ika.

7.7 Te Hiku o Te Ika iwi and the Crown conceptualise conservation from different perspectives and origins. The korowai provides one way for Te Hiku o Te Ika iwi to exercise kaitiakitianga to inform the management of conservation land. The korowai recognises these different perspectives and seeks a path where the ongoing and evolving future relationship is founded on a shared respect for conservation.

SETTLEMENT LEGISLATION

7.8 The settlement legislation will give effect to as necessary the matters set out in this part and Appendicies One, Three and Four to this part.

SUMMARY OF THE KOROWAI

7.9 The korowai for enhanced conservation is a mechanism that:

7.9.1 supports the current conservation regime as a cloak or “korowai” of conservation practices in Te Hiku o Te Ika, including local hapū participation in conservation;

7.9.2 provides for the Department of Conservation and Te Hiku o Te Ika iwi to work together to enhance conservation in Te Hiku o Te Ika; and

7.9.3 consists of the following elements:

(a) manawhenua statement;

(b) background, summary and shared relationship principles;

(c) Te Hiku o Te Ika Conservation Board;

(d) Te Hiku o Te Ika Conservation Management Strategy;

(e) engagement with the New Zealand Conservation Authority;

(f) engagement with the Minister of Conservation;

(g) decision-making framework;

(h) transfer to iwi of specific decision-making functions;

(i) access to customary materials;

(j) wāhi tapu framework;

(k) Te Rerenga Wairua; and

(l) relationship and operational matters

(the "**korowai**").

SHARED RELATIONSHIP PRINCIPLES

7.10 The parties are committed to establishing, maintaining and strengthening their positive, co-operative and enduring relationships. The following mutually agreed general relationship principles guide relationships between Te Hiku o Te Ika iwi and the Crown under the korowai following the settlement of historic Treaty grievances:

7.10.1 give effect to the principles of Te Tiriti o Waitangi / the Treaty of Waitangi;

7.10.2 respect the autonomy of the parties and their individual mandates, roles and responsibilities;

7.10.3 actively work together using shared knowledge and expertise;

7.10.4 co-operate in partnership with a spirit of good faith, integrity, honesty, transparency and accountability;

7.10.5 engage early on issues of known interest to either of the parties;

7.10.6 enable and support the use of te reo and tīkanga Māori; and

7.10.7 acknowledge that the parties' relationship is evolving.

7.11 The korowai will also be guided by the following principles that relate specifically to conservation:

7.11.1 promote and support conservation values;

7.11.2 ensure public access to conservation land;

7.11.3 acknowledge the Kaupapa Tuku Iho/inherited values underpinning manawhenua as set out in the manawhenua statement;

7.11.4 support a conservation ethos by:

(a) integrating an indigenous perspective; and

(b) enhancing a national identity;

7.11.5 recognise and acknowledge the role and value of the cultural practices of local hapū in conservation management; and

7.11.6 recognise the full range of public interests in conservation land and taonga.

TE HIKU O TE IKA CONSERVATION BOARD

7.12 The settlement legislaiton will establish a new conservation board for Te Hiku o Te Ika ("**Te Hiku o Te Ika Conservation Board**").

7.13 The area covered by the Te Hiku o Te Ika Conservation Board will be the korowai area.

7.14 The Te Hiku o Te Ika Conservation Board will:

7.14.1 be established as if that board was established under section 6L of the Conservation Act 1987; and

7.14.2 will have the status of a conservation board under that Act.

7.15 The role of the Te Hiku o Te Ika Conservation Board will be to carry out those functions specified in section 6M of the Conservation Act 1987.

7.16 The Northland Conservation Board will have no jurisdiction over the korowai area from the commencement date referred to in clause 7.135.

Appointment of Board Members

7.17 Subject to clauses 7.136 to 7.140 the Te Hiku o Te Ika Conservation Board will consist of 10 members as follows:

7.17.1 one member appointed by the Minister on the nomination of Te Rūnanga o Te Rarawa trustees;

7.17.2 one member appointed by the Minister on the nomination of the Ngāti Kuri governance entity;

7.17.3 one member appointed by the Minister on the nomination of Te Rūnanga Nui trustees on behalf of Te Aupōuri;

7.17.4 one member appointed by the Minister on the nomination of Te Rūnanga o NgāiTakoto;

7.17.5 one member appointed by the Minister on the nomination of the Ngāti Kahu governance entity; and

7.17.6 five members appointed by the Minister.

7.18 When appointing a member under clauses 7.17.1 to 7.17.5:

7.18.1 the Minister may only appoint a person who has been nominated by the relevant governance entity; and

7.18.2 if the Minister is concerned as to the ability of a person who is nominated by a governance entity to properly discharge the obligations of a Conservation Board member, the Minister will:

(a) inform the governance entity of those concerns;

(b) seek to resolve those concerns through discussion with the governance entity;

(c) if those concerns are not resolved seek an alternate nomination from the governance entity;

(d) if necessary, continue the process set out in clauses 7.18.2(a) to (c) until the Minister has received an acceptable nomination from the governance entity; and

(e) appoint a member once the Minister has received an acceptable nomination from the governance entity.

7.19 The Minister will remove a member of the Te Hiku o Te Ika Conservation Board who was appointed on the nomination of a governance entity if that governance entity requests the Minister to remove that member.

7.20 If the Minister is concerned that a member of the Te Hiku o Te Ika Conservation Board who was appointed on the nomination of a governance entity is unable to properly discharge his or her obligations as a conservation board member, the Minister will:

7.20.1 inform the governance entity of those concerns;

7.20.2 seek to resolve those concerns through discussion with the governance entity;

7.20.3 if those concerns are not resolved, and the Minister determines that the member is unable to properly discharge his or her obligations as a conservation board member, remove the member;

7.20.4 if clause 7.20.3 applies, seek an alternate nomination from the governance entity; and

7.20.5 if clause 7.20.3 and 7.20.4 apply appoint a new member in accordance with the process set out in clause 7.18.

7.21 If Te Hiku o Te Ika iwi are concerned that a member of the Te Hiku o Te Ika Conservation Board who was appointed under clause 7.17.6 is unable to properly discharge his or her obligations as a conservation board member:

7.21.1 Te Hiku o Te Ika iwi may give notice to the Minister setting out the nature of the concern;

7.21.2 if the Minister receives notice under clause 7.21.1, the Minister will consider the matters set out in the notice;

7.21.3 if the Minister considers that the member in question is unable to properly discharge his or her obligations as a conservation board member for a reason set out in section 6R(2) of the Conservation Act 1987, the Minister may remove that member and appoint another member; and

7.21.4 the Minister will give notice to Te Hiku o Te Ika iwi of the outcome of the process set out in this clause.

7.22 If the Board consists of eight members, those members will be as follows:

7.22.1 the four members appointed by the Minister on the nomination of the Te Hiku o Te Ika iwi (being iwi that have either settled or are participating on an interim basis); and

7.22.2 four members appointed by the Minister of Conservation.

7.23 If the Board consists of six members, those members will be as follows:

7.23.1 three members appointed by the Minister on the nomination of the Te Hiku o Te Ika iwi (being iwi that have either settled or are participating on an interim basis); and

7.23.2 three members appointed by the Minister of Conservation.

7.24 The quorum for a meeting of the Te Hiku o Te Ika Conservation Board is:

7.24.1 if there are six or eight members of the Board:

(a) two of the members appointed on the nomination of the Te Hiku o Te Ika iwi; and

(b) two of the members appointed by the Minister; or

7.24.2 if there are 10 members of the Board:

(a) three of the members appointed on the nomination of the Te Hiku o Te Ika iwi; and

(b) three of the members appointed by the Minister.

7.25 Decisions of the Te Hiku o Te Ika Conservation Board will be made:

7.25.1 by vote at a meeting; and

7.25.2 by a minimum of 70% majority of those members present and voting at a meeting of the Board.

7.26 The provisions of the Conservation Act 1987 relating to conservation boards apply to the Te Hiku o Te Ika Conservation Board in the manner set out in Appendix One.

TE HIKU O TE IKA CONSERVATION MANAGEMENT STRATEGY

7.27 The Northland Conservation Management Strategy will consist of two parts:

7.27.1 one part that applies to the korowai area ("**Te Hiku o Te Ika CMS**"); and

7.27.2 a second part that applies to the remaining area not covered by the Te Hiku o Te Ika CMS.

Effect of Te Hiku o Te Ika CMS

7.28 The Te Hiku o Te Ika CMS is a conservation management strategy for the purposes of section 17D of the Conservation Act 1987 and has the same effect as if it were a conservation management strategy prepared and approved under that Act.

7.29 Sections 17F, 17H, and 17I of that Act do not apply to the preparation, approval, review, or amendment of the Te Hiku o Te Ika CMS, but in all other respects the provisions of the Conservation Act 1987 apply to the Te Hiku o Te Ika CMS.

Preliminary agreement

7.30 Before Te Hiku o Te Ika iwi and the Director-General commence preparation of a draft Te Hiku o Te Ika CMS, they must meet to develop a plan covering:

7.30.1 the principal matters to be addressed in the draft Te Hiku o Te Ika CMS;

7.30.2 the manner in which those matters are to be addressed; and

7.30.3 the practical steps that Te Hiku o Te Ika iwi and the Director-General will take in preparing and seeking approval of the draft Te Hiku o Te Ika CMS.

Draft Te Hiku o Te Ika CMS

7.31 Not later than 12 months after the commencement date referred to in clause 7.135, Te Hiku o Te Ika iwi and the Director-General must commence preparation of a draft Te Hiku o Te Ika CMS in consultation with:

7.31.1 the Te Hiku o Te Ika Conservation Board; and

7.31.2 any other persons or organisations that the parties agree are appropriate.

7.32 Te Hiku o Te Ika iwi and the Director-General may agree a later date to commence the preparation of the draft Te Hiku o Te Ika CMS.

Notification of draft Te Hiku o Te Ika CMS

7.33 As soon as is practicable, but not later than 12 months after the date when preparation of the draft Te Hiku o Te Ika CMS commences, the Director-General must:

7.33.1 notify the draft Te Hiku o Te Ika CMS in accordance with section 49(1) of the Conservation Act 1987 as if the Director-General were the Minister for the purposes of that section; and

7.33.2 give notice of the draft Te Hiku o Te Ika CMS to the relevant local authorities.

7.34 The notices under clause 7.33 must:

7.34.1 state that the draft Te Hiku o Te Ika CMS is available for inspection at the places and times specified in the notice; and

7.34.2 invite submissions from the public, to be lodged with the Director-General before the date specified in the notice, which must be at least 40 business days after the date of the notice.

7.35 The draft Te Hiku o Te Ika CMS must continue to be available for public inspection after the date it is notified, at the places and times specified in the notice, with publicity to encourage public participation in the development of the draft Te Hiku o Te Ika CMS.

7.36 Te Hiku o Te Ika iwi and the Director-General may, after consulting with the Te Hiku o Te Ika Conservation Board, seek views on the draft Te Hiku o Te Ika CMS from any person or organisation that they consider appropriate.

Submissions

7.37 Any person may lodge a submission on the draft Te Hiku o Te Ika CMS with the Director-General before the date specified in the notice referred to in clause 7.34.2.

7.38 A submission may state that the submitter wishes to be heard in support of their submission.

7.39 The Director-General must provide copies of any submissions to Te Hiku o Te Ika iwi within five business days of receiving the submission.

7.40 Persons wishing to be heard must be given a reasonable opportunity to appear before a meeting of representatives of:

7.40.1 Te Hiku o Te Ika iwi;

7.40.2 the Director-General; and

7.40.3 the Te Hiku o Te Ika Conservation Board.

7.41 The representatives of Te Hiku o Te Ika iwi, the Director-General and the Te Hiku o Te Ika Conservation Board may hear any other person or organisation whose views on the draft Te Hiku o Te Ika CMS were sought under clause 7.36.

7.42 The hearing of submissions must be concluded not later than two months after the date specified in the notice referred to in clause 7.34.2.

7.43 Te Hiku o Te Ika iwi and the Director-General must jointly prepare a summary of:

7.43.1 the submissions on the draft Te Hiku o Te Ika CMS; and

7.43.2 any other views on it made known to Te Hiku o Te Ika iwi and the Director-General pursuant to clause 7.36.

Revision of draft Te Hiku o Te Ika CMS

7.44 Te Hiku o Te Ika iwi and the Director-General must, after considering the submissions heard and other views received:

7.44.1 revise the draft Te Hiku o Te Ika CMS, as they consider appropriate; and

7.44.2 not later than six months after the hearing of submissions is concluded, provide to the Te Hiku o Te Ika Conservation Board:

(a) the draft Te Hiku o Te Ika CMS as revised; and

(b) the summary prepared under clause 7.43.

Submission of draft Te Hiku o Te Ika CMS to Conservation Authority

7.45 After considering the draft Te Hiku o Te Ika CMS and the summary received under clause 7.44.2, the Te Hiku o Te Ika Conservation Board:

7.45.1 may request Te Hiku o Te Ika iwi and the Director-General to further revise the draft Te Hiku o Te Ika CMS; and

7.45.2 must submit to the Conservation Authority, for its approval, the draft Te Hiku o Te Ika CMS, together with:

(a) a written statement on any matters that Te Hiku o Te Ika iwi, the Director-General or the Te Hiku o Te Ika Conservation Board are not able to agree; and

(b) a copy of the summary provided to the board under clause 7.44.

7.45.3 The Te Hiku o Te Ika Conservation Board must provide the draft Te Hiku o Te Ika CMS received under clause 7.44.2 to the Conservation Authority not later than six months after that draft document was provided to the Board, unless a later date is directed by the Minister.

Approval of Te Hiku o Te Ika CMS

7.46 The Conservation Authority:

7.46.1 must consider the draft Te Hiku o Te Ika CMS and any relevant information provided to it under clause 7.45.2; and

7.46.2 may consult with any person or organisation that it considers appropriate, including:

(a) Te Hiku o Te Ika iwi;

(b) the Director-General; and

(c) the Te Hiku o Te Ika Conservation Board.

7.47 After considering the draft Te Hiku o Te Ika CMS and any relevant information provided under clause 7.45.2, the Conservation Authority must:

7.47.1 make any amendments to the draft Te Hiku o Te Ika CMS that it considers appropriate; and

7.47.2 provide the draft Te Hiku o Te Ika CMS and other relevant information to the Minister and Te Hiku o Te Ika iwi.

7.48 The Minister and Te Hiku o Te Ika iwi must jointly:

7.48.1 consider the draft Te Hiku o Te Ika CMS; and

7.48.2 return the draft Te Hiku o Te Ika CMS to the Conservation Authority with any written recommendations the Minister and Te Hiku o Te Ika iwi consider appropriate.

7.49 The Conservation Authority, after having regard to any recommendations received under clause 7.48.2, must either:

7.49.1 make any amendments that it considers appropriate and then approve the draft Te Hiku o Te Ika CMS; or

7.49.2 return it to the Minister and Te Hiku o Te Ika iwi for further consideration in accordance with clause 7.48, with any new information that the Authority wishes them to consider, before the draft Te Hiku o Te Ika CMS is amended, if appropriate, and then approved.

7.50 Once Te Hiku o Te Ika CMS is approved, those parts of the Northland Conservation Strategy that apply to the korowai area, and that have been superseded by Te Hiku o Te Ika CMS, will no longer apply to that area.

Review procedure

7.51 At any time, Te Hiku o Te Ika iwi and the Director-General may, after consulting with the Te Hiku o Te Ika Conservation Board, initiate a review of the Te Hiku o Te Ika CMS as a whole or in part.

7.52 In particular, a review may be commenced under clause 7.51, with the agreement of the Ngāti Kahu governance entity, to provide for the Te Hiku o Te Ika CMS to cover the Ngāti Kahu area of interest if that area is not already covered.

7.53 If as a result of a review under clause 7.52 the Te Hiku o Te Ika CMS is extended to cover the Ngāti Kahu area of interest, from the date of the approval of the reviewed Te Hiku o Te Ika CMS that provides for that extension, those parts of the Northland Conservation Strategy that apply to the Ngāti Kahu area of interest, and that have been superseded by Te Hiku o Te Ika CMS, will no longer apply to that area of interest.

7.54 A review must be carried out in accordance with the process set out in clauses 7.30 to 7.50 as if those provisions related to the review procedure with necessary modifications.

7.55 Te Hiku o Te Ika iwi and the Director-General must commence a review of the whole of the Te Hiku o Te Ika CMS not later than 10 years after the date of its initial or last approval (as the case may be), unless the Minister, after consulting with the Conservation Authority and Te Hiku o Te Ika iwi, extends the period within which the review must be commenced.

Amendment procedure

7.56 At any time Te Hiku o Te Ika iwi and the Director-General may, after consulting with the Te Hiku o Te Ika Conservation Board, initiate amendments to the whole or a part of the Te Hiku o Te Ika CMS.

7.57 Unless clauses 7.58 or 7.59 apply, amendments must be made in accordance with the process set out in clauses 7.30 to 7.50 as if those provisions related to the amendment procedure with any necessary modifications.

7.58 If Te Hiku o Te Ika iwi and the Director-General consider that the proposed amendments would not materially affect the policies, objectives, or outcomes of the Te Hiku o Te Ika CMS or the public interest in the relevant conservation matters:

7.58.1 Te Hiku o Te Ika iwi and the Director-General must send the proposed amendments to theTe Hiku o Te Ika Conservation Board; and

7.58.2 the proposed amendments must be dealt with in accordance with clauses 7.45 to 7.49, as if those provisions related to the amendment procedure.

7.59 If the purpose of the proposed amendments is to ensure the accuracy of the information in the Te Hiku o Te Ika CMS required by section 17D(7) of the Conservation Act 1987 (which requires the identification and description of all protected areas within the boundaries of the conservation management strategy managed by the Department of Conservation), the parties may amend the Te Hiku o Te Ika CMS without following the processes prescribed under clauses 7.57 or 7.58.

7.60 The Director-General must notify any amendments made under clause 7.59 to the Te Hiku o Te Ika Conservation Board without delay.

Dispute resolution

Application of dispute resolution procedure

7.61 Clauses 7.62 to 7.72 apply to any dispute arising between Te Hiku o Te Ika iwi and the Director-General at any stage in the process for preparing and approving the Te Hiku o Te Ika CMS.

7.62 If, at any stage in that process, a party refers a dispute for resolution, the calculation of any prescribed period of time is stopped until the dispute is resolved and the parties resume the process at the point where it was interrupted.

Process for resolution of disputes

7.63 If, at any stage in the process referred to in clause 7.61, Te Hiku o Te Ika iwi and the Director-General are not able to resolve a dispute within a reasonable time, either party may:

7.63.1 give written notice to the other of the issues in dispute ("**notice**"); and

7.63.2 require the process under clauses 7.64 to 7.66 to be followed.

7.64 Within 15 business days of the date of the notice given under clause 7.63.1, a representative appointed by Te Hiku o Te Ika iwi and a representative of the Director-General based in the Northland conservancy must meet in good faith to seek to resolve the dispute.

7.65 If that meeting does not result in a resolution within 20 business days after the date of the notice, the Director-General and the representative(s) appointed by Te Hiku o Te Ika iwi must meet in good faith to seek a means to resolve the dispute.

7.66 The Minister and the representative(s) appointed by Te Hiku o Te Ika iwi must, if those parties agree, meet in good faith to seek to resolve the dispute if:

7.66.1 the dispute has not been resolved within 30 business days after the date of the notice; and

7.66.2 the dispute is a matter of significance to both parties.

7.67 A resolution reached under this section is valid only to the extent that it is not inconsistent with the statutory obligations of the parties.

Mediation

7.68 If resolution is not reached within a reasonable time under clauses 7.64 to 7.66, either of Te Hiku o Te Ika iwi or the Director-General may require the dispute to be referred to mediation by giving written notice to the other party ("**mediation notice**").

7.69 The parties must seek to agree on one or more persons to conduct a mediation or, if agreement is not reached within 15 business days of the mediation notice, the person who gave notice must notify the President of the New Zealand Law Society in writing, requesting the appointment of a mediator to assist the parties to reach a settlement of the dispute.

7.70 A mediator appointed under clause 7.69:

7.70.1 must be familiar with tīkanga;

7.70.2 must be independent of the dispute; and

7.70.3 does not have the power to determine the dispute, but may give non-binding advice.

7.71 Te Hiku o Te Ika iwi and the Director-General must participate in good faith in the mediation.

7.72 Te Hiku o Te Ika iwi and the Director-General must:

7.72.1 share the costs of a mediator and related expenses equally; but

7.72.2 in all other respects, meet their own costs and expenses in relation to the mediation.

ENGAGEMENT WITH THE NEW ZEALAND CONSERVATION AUTHORITY

7.73 Where Te Hiku o Te Ika iwi wish to discuss a matter of national importance in relation to conservation land or resources in the korowai area, Te Hiku o Te Ika iwi may make a request to address a regular scheduled meeting of the New Zealand Conservation Authority.

7.74 The Director-General will provide to Te Hiku o Te Ika iwi an annual meeting schedule for the New Zealand Conservation Authority.

7.75 Where Te Hiku o Te Ika iwi make a request to attend a scheduled meeting of the New Zealand Conservation Authority that request:

7.75.1 must be in writing;

7.75.2 must set out the matter of national importance that Te Hiku o Te Ika iwi wish to discuss; and

7.75.3 must be given to the New Zealand Conservation Authority not less than 20 business days prior to the date of a scheduled meeting.

7.76 The New Zealand Conservation Authority must respond to Te Hiku o Te Ika iwi not less than 10 business days prior to that scheduled meeting stating that Te Hiku o Te Ika iwi will be able to:

7.76.1 attend that scheduled meeting; or

7.76.2 attend a subsequent scheduled meeting.

ENGAGEMENT WITH THE MINISTER OF CONSERVATION

7.77 There will be an annual meeting between the Minister of Conservation or Associate Minister of Conservation and Te Hiku o Te Ika iwi leaders.

7.78 The purpose of the annual meeting will be to address the progress of the korowai as the means of articulating the relationship between the Crown and Te Hiku o Te Ika iwi on conservation matters in the korowai area.

7.79 The annual meeting will be held in a venue to be agreed.

7.80 The attendees at the annual meeting will be:

7.80.1 Te Hiku o Te Ika iwi leaders; and

7.80.2 the Minister or Associate Minister of Conservation, or if neither are able to attend and with the agreement of Te Hiku o Te Ika iwi, a senior delegate appointed by the Minister.

7.81 The date of the annual meeting will be agreed between the Minister's office and the contact person for Te Hiku o Te Ika iwi.

7.82 Prior to the annual meeting, Te Hiku o Te Ika iwi will propose an agenda and will provide any other relevant information in time for that information to be properly considered.

DECISION-MAKING FRAMEWORK

7.83 The decision-making framework consists of:

7.83.1 **Part A**: an acknowledgement in relation to section 4 of the Conservation Act 1987; and

7.83.2 **Part B**: a decision-making framework to apply to conservation decisions in the korowai area.

Part A: Acknowledgement in relation to section 4

7.84 Section 4 of the Conservation Act 1987 states:

> *"This Act shall be so interpreted and administered as to give effect to the principles of the Treaty of Waitangi".*

7.85 This obligation applies to the Conservation Act 1987 and the Acts listed in the First Schedule to that Act.

7.86 As an overriding approach, when making decisions under conservation legislation in the korowai area, the relevant decision maker will:

7.86.1 apply section 4 of the Conservation Act 1987:

(a) in a manner commensurate with the nature and degree of Te Hiku o Te Ika iwi interest in the area and subject matter of the relevant decision; and

(b) in a meaningful and transparent manner; and

7.86.2 give effect to the principles of Te Tiriti o Waitangi / the Treaty of Waitangi to the extent required under the conservation legislation.

Part B: Conservation decision-making framework

7.87 The parties acknowledge and agree that while section 4 of the Conservation Act 1987 applies to all decisions made under the conservation legislation, the nature and extent of that obligation will vary depending on the circumstances.

7.88 Te Hiku o Te Ika iwi and the Director-General will, by the commencement date referred to in clause 7.153, discuss and agree a schedule identifying:

7.88.1 any decisions that do not require the application of the decision-making framework;

7.88.2 any decisions for the which the decision-making framework may be modified, and the nature of that modification; and

7.88.3 in particular, how the decision-making framework will be modified to reflect the need for decisions to be made at a national level that may affect Te Hiku o Te Ika.

7.89 The Director-General and Te Hiku o Te Ika iwi will approach the discussions referred to in clause 7.88 in a co-operative manner recognising the need to achieve a pragmatic balance between:

7.89.1 providing for the interests of Te Hiku o Te Ika iwi in conservation decision-making; and

7.89.2 allowing statutory functions to be discharged and decisions to be made in an efficient and timely manner (including, for example, in relation to day-to-day management, and decision-making at a national level that may affect Te Hiku o Te Ika).

7.90 The Director-General and Te Hiku o Te Ika iwi may agree to review the schedule referred to in clause 7.88 from time to time.

7.91 Te Hiku o Te Ika iwi may from time to time, by notice to the Director-General, waive any rights under the decision-making framework, and in doing so Te Hiku o Te Ika iwi will state the extent and duration of that waiver.

7.92 The decision-making framework involves the following stages:

7.92.1 **Stage One**: the Director-General will notify Te Hiku o Te Ika iwi of the relevant decision to be made and the timeframe for a response;

7.92.2 **Stage Two**: Te Hiku o Te Ika iwi will, within the timeframe for response, notify the Director-General of:

(a) the nature and degree of Te Hiku o Te Ika iwi interest in the relevant decision; and

(b) the views of Te Hiku o Te Ika iwi in relation to the relevant decision;

7.92.3 **Stage Three**: the Director-General will respond to Te Hiku o Te Ika iwi confirming:

(a) the Director-General's understanding of the matters conveyed under clause 7.92.2;

(b) how the matters conveyed under clause 7.92.2 will be included in the decision-making process; and

(c) whether any immediately apparent issues arise out of the matters conveyed under clause 7.92.2;

7.92.4 **Stage Four**: the relevant decision maker will make the decision in accordance with the relevant conservation legislation, and in doing so will:

(a) consider the confirmation of the Director-General's understanding provided under clause 7.92.3, and any clarification or correction provided by Te Hiku o Te Ika iwi in relation to that confirmation;

(b) explore whether, in making the decision, it is possible to reconcile any conflict between the interests and views of Te Hiku o Te Ika iwi and any other considerations in the decision-making process;

(c) in making the decision, where a relevant Te Hiku o Te Ika iwi interest is identified, give effect to the principles of Te Tiriti o Waitangi / the Treaty of Waitangi:

(i) in a meaningful and transparent manner; and

(ii) in a manner commensurate with the nature and degree of the iwi interest; and

(d) in complying with clause 7.92.4(c)(ii), where the circumstances justify it, give a reasonable degree of preference to the iwi interest;

7.92.5 **Stage Five**: the relevant decision maker will record in writing as part of a decision document:

(a) the nature and degree of Te Hiku o Te Ika iwi interest in the relevant decision as conveyed to the Director-General under clause 7.92.2(a);

(b) the views of Te Hiku o Te Ika iwi in relation to the relevant decision as conveyed to the Director-General under clause 7.92.2(b); and

(c) how, in making that decision, the relevant decision maker complied with section 4 of the Conservation Act 1987; and

7.92.6 **Stage Six**: the relevant decision maker will communicate the decision to Te Hiku o Te Ika iwi including the matters set out in clause 7.92.5.

7.93 The Director-General and Te Hiku o Te Ika iwi will:

7.93.1 maintain open communication as to the effectiveness of the process set out in Stage One to Stage Six above; and

7.93.2 no later than two years after settlement date, jointly commence a review of the effectiveness of the process set out in Stage One to Stage Six above.

TRANSFER TO IWI OF SPECIFIC DECISION-MAKING FUNCTIONS

7.94 The transfer of decision-making functions applies to decisions regarding:

7.94.1 the possession of dead parts of protected fauna for cultural use by members of Te Hiku o Te Ika iwi in accordance with the customary materials plan;

7.94.2 the taking of parts of flora from conservation protected areas for cultural use by members of Te Hiku o Te Ika iwi in accordance with the customary materials plan; and

7.94.3 the identification and management of wāhi tapu and sites of significance in accordance with the wāhi tapu framework.

CUSTOMARY MATERIALS

7.95 Te Hiku o Te Ika iwi and the Director-General will jointly prepare and agree a plan covering:

7.95.1 the customary take of flora material within conservation protected areas within the korowai area; and

7.95.2 the possession of dead protected fauna that is found within the korowai area

("**customary materials plan**").

7.96 The customary materials plan will:

7.96.1 provide a tīkanga perspective on customary materials;

7.96.2 identify species of flora from which material may be taken and species of dead protected fauna that may be possessed;

7.96.3 identify sites for customary take of flora material within conservation protected areas;

7.96.4 identify permitted methods for and quantities of customary take of flora material within those areas;

7.96.5 identify parameters for the possession of dead protected fauna;

7.96.6 identify monitoring requirements;

7.96.7 include the following matters relating to relevant species:

(a) taxonomic status;

(b) threatened status or rarity;

(c) the current state of knowledge;

(d) whether the species is the subject of a species recovery plan; and

(e) other similar and relevant information; and

7.96.8 include any other matters relevant to the customary take of flora material or possession of dead protected fauna as agreed between Te Hiku o Te Ika iwi and the Director-General.

7.97 Te Hiku o Te Ika iwi and the Director-General will jointly prepare and agree the first customary materials plan by the commencement date referred to in clause 7.135.

7.98 From the date of this deed until the commencement date referred to in clause 7.135:

7.98.1 a separate pataka committee comprising a representative appointed by the governance entity of each Te Hiku o Te Ika iwi will be established for Te Hiku o Te Ika;

7.98.2 if at the signing of this deed a governance entity has not been approved for one or more Te Hiku o Te Ika iwi, a representative may be appointed to represent the relevant iwi by the mandated negotiators for that iwi; and

7.98.3 if one or more Te Hiku o Te Ika iwi do not appoint a representative to the pataka committee, that will not prevent or otherwise affect the operation of that committee.

7.99 Te Hiku o Te Ika iwi and the Director-General will commence a review of the first agreed version of the customary materials plan not later than 24 months after the commencement date referred to in clause 7.135.

7.100 Te Hiku o Te Ika iwi and the Director-General may commence subsequent reviews of the customary materials plan from time to time as agreed between the parties, but at intervals of no more than five years from the completion of the last review.

7.101 Te Hiku o Te Ika iwi may issue an authorisation to a member of Te Hiku o Te Ika iwi to take flora materials or possess dead protected fauna:

7.101.1 in accordance with the customary materials plan; and

7.101.2 without the requirement for a permit or other authorisation under the Conservation Act 1987, Reserves Act 1977 or Wildlife Act 1953.

7.102 Where Te Hiku o Te Ika iwi or the Director-General identify any conservation issue arising from or affecting the take of flora or possession of dead protected fauna pursuant to the customary materials plan:

7.102.1 Te Hiku o Te Ika iwi and the Director-General will engage for the purposes of seeking to address that conservation issue; and

7.102.2 Te Hiku o Te Ika iwi and the Director-General will endeavour to develop solutions to address that conservation issue, which may include:

(a) the Director-General considering restricting the granting of authorisations for the taking of flora materials or possession of dead protected fauna; and

(b) Te Hiku o Te Ika iwi and the Director-General agreeing to amend the customary materials plan.

7.103 Where the Director-General is not satisfied that any conservation issue has been appropriately addressed following the process set out in clause 7.102.2:

7.103.1 the Director-General may give notice to Te Hiku o Te Ika iwi that any identified component of the customary materials plan is suspended; and

7.103.2 from the date set out in the notice under clause 7.103.1, clause 7.101 will not apply in respect of any component of the customary materials plan that has been suspended.

7.104 Where the Director-General takes action under clause 7.103, Te Hiku o Te Ika iwi and the Director-General will continue to engage and will seek to resolve any conservation issue so that any suspension can be revoked by the Director-General as soon as is practicable.

7.105 For the purposes of clauses 7.95 to 7.104:

7.105.1 “**conservation protected area**” in relation to the customary take of flora material means an area above the line of mean high water springs that is:

(a) a conservation area under the Conservation Act 1987;

(b) a reserve administered by the Department of Conservation under the Reserves Act 1977; or

(c) a wildlife refuge, wildlife sanctuary or wildlife management reserve under the Wildlife Act 1953;

7.105.2 **“customary take”** means the take and use of flora materials for customary purposes;

7.105.3 "**dead protected fauna**" means the dead body or any part of the dead body of any animal protected under the conservation legislation, but excludes marine mammals;

7.105.4 "**flora material**" means parts of plants taken in accordance with the customary materials plan; and

7.105.5 "**flora**" means any member of the plant kingdom, and includes any alga, bacterium or fungus, and any plant or seed or spore from any plant.

WĀHI TAPU FRAMEWORK

Background

7.106 Wāhi tapu have special significance to Te Hiku o Te Ika iwi and are repositories of the most sacred physical, religious, traditional, ritual, mythological and spiritual aspects of Māori culture. These sacred places are comprised of areas such as:

7.106.1 burial sites, (usually caves or groves of certain trees);

7.106.2 battle sites where blood has been spilt;

7.106.3 sites where sacred objects are stored; and

7.106.4 sites (or altars) where prayer and other sacred activities occur and areas that have been established as places of healing.

7.107 The parties have agreed to work together to develop a plan for the management of wāhi tapu including, where appropriate, management by the manawhenua hapū and iwi associated with them.

7.108 The process set out below is intended to provide the basis for that plan, and to ensure the plan is taken into account in strategic and annual conservation planning documents.

Wāhi tapu framework

7.109 Te Rūnanga o Te Rarawa trustees may provide to the Director-General a description of the of the wāhi tapu on conservation land in the relevant area of interest, which can include, but is not limited to:

7.109.1 the general location;

7.109.2 the nature of the wāhi tapu;

7.109.3 a description of the site; and

7.109.4 the associated hapū and iwi kaitiaki.

7.110 Te Rūnanga o Te Rarawa trustees may give notice to the Director-General that a wāhi tapu management plan is to be entered into between those parties in relation to wāhi tapu identified under clause 7.109.

7.111 If Te Rūnanga o Te Rarawa trustees give notice under clause 7.110, Te Rūnanga o Te Rarawa trustees and the Director-General will discuss and agree a wāhi tapu management plan in relation to that wāhi tapu.

7.112 The wāhi tapu management plan agreed between Te Rūnanga o Te Rarawa trustees and the Director-General may:

7.112.1 include such details relating to wāhi tapu on conservation land as the parties consider appropriate; and

7.112.2 provide for the persons identified by Te Rūnanga o Te Rarawa trustees to undertake management activities on conservation land in relation to specified wāhi tapu.

7.113 Where in accordance with clause 7.112.2 a wāhi tapu management plan includes an agreement for persons authorised by Te Rūnanga o Te Rarawa trustees to undertake management activities:

7.113.1 the plan must specify the scope and duration of the work that may be undertaken; and

7.113.2 the plan will constitute lawful authority for the work specified in clause 7.113.1 to be undertaken, as if an agreement had been entered into with the Director-General under section 53 of the Conservation Act 1987.

7.114 A wāhi tapu management plan will be:

7.114.1 prepared in a manner agreed between Te Rūnanga o Te Rarawa trustees and the Director-General and without undue formality;

7.114.2 reviewed at intervals to be agreed between those parties; and

7.114.3 made publicly available if the parties consider that appropriate.

7.115 The Te Hiku o Te Ika Conservation Management Strategy will:

7.115.1 refer to the wāhi tapu framework;

7.115.2 reflect the relationship between Te Hiku o Te Ika iwi and wāhi tapu;

7.115.3 reflect the importance of the protection of wāhi tapu; and

7.115.4 acknowledge the role of the wāhi tapu management plan.

7.116 The discussion between Te Hiku o Te Ika iwi and the Director-General in relation to annual planning referred to in the relationship agreement will include a discussion of:

7.116.1 management activities in relation to wāhi tapu; and

7.116.2 any relevant wāhi tapu management plan.

7.117 Where Te Rūnanga o Te Rarawa trustees provide any information relating to wāhi tapu to the Director-General in confidence, the Director-General will respect that obligation of confidence to the extent that he or she is able to do under the relevant statutory frameworks.

TE RERENGA WAIRUA

Background

7.118 Te Rerenga Wairua is a sacred place for Te Hiku o Te Ika iwi and all of Māoridom - it is an iconic site of significance - historically, culturally and most importantly spiritually. The famous Polynesian explorer Kupe identified Te Rerenga Wairua as the "Departing Place of the Spirits" - the place from which Māori could return to the ancestral homeland of Hawaiki. Relevant manawhenua Te Hiku o Te Ika iwi are the kaitiaki of both the spirit trail (Te Ara Wairua) which runs up both sides of the coast of Te Hiku o Te Ika and Te Rerenga Wairua itself.

7.119 Te Rerenga Wairua as the northernmost promontory of Aotearoa/New Zealand is also an iconic place for all of New Zealand with historic, geographic and environmental significance. Multitudes of visitors come to Te Rerenga Wairua attracted by the wild beauty of its lands, seas and sky.

7.120 The purpose of Te Rerenga Wairua redress is to protect the spiritual and cultural integrity of Te Rerenga Wairua by providing for certain key decisions in relation to Te Rerenga Wairua to be made jointly by Ngāti Kuri, Te Aupōuri and Ngāi Takoto ("**the three iwi**") and the Crown, taking into account the views of the other kaitiaki iwi of Te Hiku o Te Ika.

7.121 The three iwi and the Minister/Department of Conservation will under the terms of the "korowai for enhanced conservation" work together to protect the spiritual, cultural and conservation values in an area of Crown land surrounding this sacred place called Te Rerenga Wairua Reserve.

Decision-making

7.122 Where a relevant process is commenced or a relevant application is received in relation to Te Rerenga Wairua Reserve:

7.122.1 the Director-General will give notice of the commencement of that process or receipt of that application to the three iwi ("**initial notice**");

7.122.2 the initial notice will include sufficient information to allow the three iwi to understand the nature of the relevant process or relevant application;

7.122.3 the Director-General will give a subsequent notice ("**decision notice**") specifying a date by which a decision is required from the three iwi and the Minister or the Director-General (as the case may be) ("**decision date**"); and

7.122.4 the decision notice will include:

(a) all relevant information required to make an informed decision; and

(b) where relevant, a briefing or report from the Department to the three iwi and the Minister or the Director-General (as the case may be) on the relevant process or the relevant application.

7.123 The initial notice will be given as soon as is practicable after the relevant process is commenced or the relevant application is received.

7.124 The decision notice will be given:

7.124.1 at the time that the Department has completed a briefing or report to the three iwi and the Minister or the Director-General (as the case may be) on the relevant process or the relevant application; or

7.124.2 where no briefing or report is to be prepared, at the time that the relevant process or relevant application has reached a stage that a decision may be made.

7.125 The three iwi and the Director-General:

7.125.1 will maintain open communication in relation to the relevant process or the relevant application;

7.125.2 may meet to discuss the relevant process or relevant application; and

7.125.3 will give notice to each other by the decision date of their respective decisions in relation to the relevant process or relevant application.

7.126 A relevant process may only proceed with the agreement of:

7.126.1 all of the three iwi; and

7.126.2 the Minister or the Director-General (as the case may be).

7.127 A relevant application may only be granted with the agreement of:

7.127.1 all of the three iwi; and

7.127.2 the Minister or the Director-General (as the case may be).

7.128 Either party may instigate a dispute resolution process if that party considers it necessary or appropriate to resolve any matters relating to a relevant process or relevant application.

RELATIONSHIP AND OPERATIONAL MATTERS

7.129 The parties acknowledge and agree that:

7.129.1 effective relationships between Te Hiku o Te Ika iwi and the Department of Conservation are essential to support the other mechanisms in the korowai; and

7.129.2 those relationships will evolve over time.

7.130 By the commencement date referred to in clause 133, Te Hiku o Te Ika iwi and the Director-General will enter into the relationship agreement covering the korowai area in the form set out in Appendix Two, covering the following matters:

7.130.1 engagement in Departmental business and management planning processes;

7.130.2 input into specific conservation activities/projects including species research projects;

7.130.3 communication processes including timeframes, meetings, and information sharing on operational and planning matters;

7.130.4 pest control;

7.130.5 concession opportunities;

7.130.6 marine mammal strandings;

7.130.7 species/research projects;

7.130.8 opportunities for Te Hiku o Te Ika iwi to provide professional services;

7.130.9 freshwater quality and freshwater fisheries issues;

7.130.10 new protected areas;

7.130.11 training and employment opportunities;

7.130.12 visitor and public information;

7.130.13 Resource Management Act 1991;

7.130.14 review of legislation;

7.130.15 contracting for services; and

7.130.16 change of place names.

7.131 Te Hiku o Te Ika iwi and the Director-General acknowledge:

7.131.1 that they will work together, on an ongoing basis, to:

(a) continue to improve their relationship; and

(b) find practical ways to give effect to the korowai and the relationship agreement; and

7.131.2 that the relationship agreement:

(a) is the first version of that agreement; and

(b) may need to be amended from time to time to reflect improvements agreed between the parties as the relationship develops.

7.132 The Te Hiku o Te Ika iwi and the Director-General must commence a joint review of the relationship agreement no later than two years after settlement date.

COMMENCEMENT OF KOROWAI REDRESS

7.133 The commencement date for the following redress will be the settlement date:

7.133.1 manawhenua statement, background and shared relationship principles;

7.133.2 engagement with the New Zealand Conservation Authority;

7.133.3 engagement with the Minister of Conservation;

7.133.4 wāhi tapu framework; and

7.133.5 relationship and operational matters.

7.134 The commencement date for the Te Rerenga Wairua redress will be the settlement date specified in the second settlement Act in time enacted to settle the historical claims of Ngāti Kuri, Te Aupōuri or NgāiTakoto.

7.135 The commencement date for the remainder of the korowai redress as set out below will be the settlement date specified in the third settlement Act in time enacted to settle the historical claims of one of Te Hiku o Te Ika iwi ("**third settlement Act**"):

7.135.1 Te Hiku o Te Ika Conservation Board;

7.135.2 Te Hiku o Te Ika Conservation Management Strategy;

7.135.3 decision-making framework; and

7.135.4 customary materials.

INTERIM PARTICIPATION OF REMAINING IWI

7.136 In clauses 7.137 to 7.140 "**remaining iwi**" means where settlement legislation has been enacted for at least three of Te Aupōuri, Te Rarawa, Ngāti Kuri, NgāiTakoto or Ngāti Kahu, any iwi for which settlement legislation has not yet been enacted.

7.137 On the settlement date under the third settlement Act, the Minister for Treaty of Waitangi Negotiations and the Minister of Conservation ("**Ministers**") must give notice inviting each of the remaining iwi to participate in the Te Hiku o Te Ika Conservation Board on an interim basis.

7.138 The notice referred to in clause 7.137 must:

7.138.1 be given to the trustees of the post governance settlement entity for the remaining iwi if such trustees have been appointed, or otherwise, to the mandated negotiators for that iwi; and

7.138.2 specify:

(a) any conditions that must be satisfied before each of the remaining iwi may participate in the Te Hiku o Te Ika Conservation Board on an interim basis, including a condition that mandated representatives have been appointed to represent that iwi; and

(b) any conditions of such participation.

7.139 Once the Ministers are satisfied that a remaining iwi has satisfied the conditions specified in the notice under clause 7.138.2, the Ministers must give notice in writing to that remaining iwi and other relevant iwi stating the date upon which that remaining iwi will participate in the Te Hiku o Te Ika Conservation Board on an interim basis.

7.140 To avoid doubt:

7.140.1 if any conditions referred to in clause 7.138.2 are breached, the Ministers may by notice in writing revoke the interim participation of a remaining iwi, after giving that iwi reasonable notice and a reasonable period to remedy such breach; and

7.140.2 the interim participation by a remaining iwi will cease on the settlement date specified in the settlement legislation to settle the historical Treaty claims of that iwi.

INTERIM PARTICIPATION IN TE RERENGA WAIRUA REDRESS

7.141 In clauses 7.142 to 7.145 "**third iwi**" means where settlement legislation has been enacted for two of Ngāti Kuri, Te Aupōuri and NgāiTakoto, that iwi for which settlement legislation has not yet been enacted.

7.142 On the settlement date under the second settlement Act, the Minister for Treaty of Waitangi Negotiations and the Minister of Conservation ("**Ministers**") must give notice inviting the third iwi to participate in the Te Rerenga Wairua redress on an interim basis.

7.143 The notice referred to in clause 7.142 must:

7.143.1 be given to the trustees of the post governance settlement entity for the third iwi if such trustees have been appointed, or otherwise, to the mandated negotiators for that iwi; and

7.143.2 specify:

(a) any conditions that must be satisfied before the third iwi may participate in the Te Rerenga Wairua redress on an interim basis, including a condition that a deed of settlement of historical Treaty claims has been signed by the Crown and that iwi; and

(b) any conditions of such participation.

7.144 Once the Ministers are satisfied that the third iwi has satisfied the conditions specified in the notice under clause 7.143.2, the Ministers must give notice in writing to that iwi and other relevant iwi stating the date upon which that remaining iwi will participate in the Te Rerenga Wairua redress on an interim basis.

7.145 To avoid doubt:

7.145.1 if any conditions referred to in clause 7.143.2 are breached, the Ministers may by notice in writing revoke the interim participation of the third iwi, after

giving that iwi reasonable notice and a reasonable period to remedy such breach; and

7.145.2 the interim participation by the third iwi will cease on the settlement date specified in the settlement legislation to settle the historical Treaty claims of that iwi.

TE HIKU O TE IKA IWI

7.146 In the korowai "**Te Hiku o Te Ika iwi**" means, subject to necessary modification as the context requires, each of the following iwi (or the post-settlement governance entity for each iwi where appropriate):

(i) Te Rarawa;

(ii) Te Aupōuri;

(iii) NgāiTakoto;

(iv) Ngāti Kuri; and

(v) Ngāti Kahu.

7.147 The parties acknowledge that:

7.147.1 the korowai must operate in a manner that reflects the mana and kaitiakitanga roles and responsibilities of the individual iwi; but

7.147.2 for a number of the korowai mechanisms to operate effectively there is a need for:

(a) Te Hiku o Te Ika iwi to collectively engage with the Department and other relevant persons or entities (while still recognising the mana and kaitiakitanga roles and responsibilities of the individual Iwi); and

(b) Te Hiku o Te Ika iwi to provide the Department with a primary contact point.

7.148 By settlement date (and thereafter as required) Te Hiku o Te Ika iwi will each appoint appropriate representative(s) to collectively engage on the following korowai mechanisms:

7.148.1 Te Hiku o Te Ika CMS;

7.148.2 customary materials plan; and

7.148.3 relationship agreement.

7.149 By settlement date (and thereafter as required) Te Hiku o Te Ika iwi will also identify a primary contact point for the Department in relation to the korowai mechanisms referred to in clause 7.148.

7.150 Te Hiku o Te Ika iwi will, as required, use their best endeavours to resolve matters collectively.

7.151 If concerned in relation to the operation of the korowai, Te Hiku o Te Ika iwi or the Director-General may convene a meeting to discuss:

7.151.1 the effectiveness of communication under the korowai;

7.151.2 the interaction between the Department, the individual governance entities; and

7.151.3 any steps required to improve communication so as to support the effective operation of the korowai.

DEFINITIONS

7.152 In this part, unless the context requires otherwise:

7.152.1 **conservation land** means land administered by the Department of Conservation under the conservation legislation;

7.152.2 **conservation legislation** means the Conservation Act 1987 and the Acts listed in Schedule One to that Act; and

7.152.3 **korowai area** means, unless otherwise provided for or otherwise required by the context:

(a) the land administered by the Department of Conservation under the conservation legislation as shown on the plan set out in Appendix Three;

(b) an increased area of land to that area set out in Appendix Three if agreed by the Crown, Te Hiku o Te Ika iwi and relevant neighbouring iwi;

(c) where the conservation legislation applies to land or resources not covered by clauses 7.152.3(a) or 7.152.3(b) (as the case may be), that land or those resources but only for the purposes of the korowai redress; and

(d) to avoid doubt, clause 7.152.3(c) applies to the marine and coastal area adjacent to the area referred to in clauses 7.152.3(a) or 7.152.3(b) (as the case may be) but only for the purposes of the korowai redress;

7.152.4 **korowai redress** means the redress set out in this part 7.

7.153 In clauses 7.118 to 7.128:

7.153.1 **Te Rerenga Wairua reserve** means the area shown on the plan in Appendix Four;

7.153.2 **relevant application** means an application under the Reserves Act 1977 in relation to all or any part of Te Rerenga Wairua reserve for:

(a) a concession (section 59A of the Reserves Act 1977);

(b) any other authorisation under the Reserves Act 1977;

(c) a permit or authorisation under the Wildlife Act 1953; or

(d) an access arrangement under the Crown Minerals Act 1991; and

7.153.3 **relevant process** means a proposal in relation to all or any part of Te Rerenga Wairua reserve:

(a) to exchange Te Rerenga Wairua reserve (section 15 of the Reserves Act 1977);

(b) to revoke the reservation or change the classification of Te Rerenga Wairua reserve (section 24 of the Reserves Act 1977);

(c) in relation to the management or control of Te Rerenga Wairua reserve (sections 26 to 39 of the Reserves Act 1977); or

(d) in relation to the preparation of a management plan for Te Rerenga Wairua reserve (section 40B of the Reserves Act 1977);]

7.153.4 the **three iwi** means Ngāti Kuri, Te Aupōuri, and NgāiTakoto.

APPENDIX ONE

APPLICATION OF CONSERVATION ACT 1987 TO TE HIKU O TE IKA CONSERVATION BOARD

1.1 The settlement legislation will provide for the matters set out in this Appendix.

1.2 All statutory references are to the Conservation Act 1987.

Establishment, name and area

1.3 Te Hiku o Te Ika Conservation Board will be established under the settlement legislation as if that Board was established under section 6L(1).

1.4 Section 6L(2) (name of the conservation board) and section 6L(3) (area covered by the conservation board) do not apply to the Te Hiku o Te Ika Conservation Board.

Functions and powers

1.5 Section 6M (functions of boards) and section 6N (powers of boards) apply to the Te Hiku o Te Ika Conservation Board.

Annual report

1.6 Section 6O (annual report) applies to the Te Hiku o Te Ika Conservation Board, but the Te Hiku o Te Ika Conservation Board will provide the report to the Te Hiku o Te Ika iwi appointers at the same time that the report is provided to the New Zealand Conservation Authority.

Membership

1.7 Section 6P(1) (board to have 12 members) does not apply to the Te Hiku o Te Ika Conservation Board.

1.8 Section 6P(2) (process for appointment of board members) does not apply to the members of the Te Hiku o Te Ika Conservation Board that are appointed on the nomination of the Te Hiku o Te Ika iwi.

1.9 Section 6P(3) (consultation with the Minister of Maori Affairs) does not apply to the members of the Te Hiku o Te Ika Conservation Board that are appointed on the nomination of the Te Hiku o Te Ika iwi.

1.10 Section 6P(4) (call for nominations) does not apply to the members of the Te Hiku o Te Ika Conservation Board that are appointed on the nomination of the Te Hiku o Te Ika iwi.

1.11 Sections 6P(5) to 6P(7D) (provisions relating to other iwi and settlements) do not apply to the Te Hiku o Te Ika Conservation Board.

1.12 Sections 6P(8) (notice of membership in the Gazette) and 6P(9) no Department employees to be members) apply to the Te Hiku o Te Ika Conservation Board.

Co-opted members

1.13 Section 6Q (co-opted members) applies to the Te Hiku o Te Ika Conservation Board.

Term of office

1.14 Section 6R(1) (term of office) applies to the Te Hiku o Te Ika Conservation Board.

1.15 Section 6R(2) (removal from office) does not apply to the members of the Te Hiku o Te Ika Conservation Board that are appointed on the nomination of the Te Hiku o Te Ika iwi.

1.16 Section 6R(3) (notice of resignation) applies to the Te Hiku o Te Ika Conservation Board, except that notice must also be given to the Board at the same time notice is given to the Minister.

1.17 Section 6R(4) (replacement members) applies to the Te Hiku o Te Ika Conservation Board.

1.18 Section 6R(4A) (replacement members) does not apply to the members of the Te Hiku o Te Ika Conservation Board that are appointed on the nomination of the Te Hiku o Te Ika iwi.

1.19 Sections 6R(4B) (residue of term) and 6R(5) (continuation of member on Board until replacement appointed) apply to the Te Hiku o Te Ika Conservation Board.

Chairperson

1.20 Section 6S(1) (appointment of Chairperson) applies to the Te Hiku o Te Ika Conservation Board, except that the members of the Board will appoint the first Chairperson of the Board rather than the Minister making that appointment.

1.21 Sections 6S(2) (chairperson to preside) and 6S(3) (absence of chairperson) apply to the Te Hiku o Te Ika Conservation Board.

Meetings

1.22 Sections 6T(1) (initial and subsequent meetings) and 6T(2) (special meeting) apply to the Te Hiku o Te Ika Conservation Board.

1.23 Sections 6T(3) (quorum) 6T(4) (decision by majority) do not apply to the Te Hiku o Te Ika Conservation Board.

1.24 Section 6T(5) (voting rights of chairperson) applies to the Te Hiku o Te Ika Conservation Board, but the chairperson does not have a casting vote.

1.25 Sections 6T(6) (no invalidity) and 6T(7) (Board to regulate its own procedure) apply to the Te Hiku o Te Ika Conservation Board.

Director-General may attend meetings

1.26 Section 6U (Director-General may attend meetings) applies to the Te Hiku o Te Ika Conservation Board.

Servicing of the Board

1.27 Section 6V (Department to service the Board) applies to the Te Hiku o Te Ika Conservation Board.

Fees and expenses

1.28 Section 6W (fees and travelling expenses) applies to the Te Hiku o Te Ika Conservation Board.

APPENDIX TWO

KOROWAI FOR ENHANCED CONSERVATION RELATIONSHIP AGREEMENT

This RELATIONSHIP AGREEMENT is made between

THE MINISTER OF CONSERVATION

and

THE DIRECTOR-GENERAL OF CONSERVATION

and

TE HIKU O TE IKA IWI

Background

1.1 Te Hiku o Te Ika iwi and the Crown agreed the korowai for enhanced conservation and this redress is reflected in the Te Rarawa deed of settlement dated [to insert].

1.2 The purpose of this relationship agreement is to:

1.2.1 provide a basis for the parties to develop and maintain a positive, co-operative and enduring relationship that supports the implementation of the korowai for enhanced conservation; and

1.2.2 provide for a range of matters not otherwise addressed in the korowai for enhanced conservation.

1.3 The parties agree that:

1.3.1 the success of the korowai for enhanced conservation is dependent on effective relationships; and

1.3.2 the parties will work together to ensure that their relationships support the korowai for enhanced conservation.

Business and Management Planning

1.4 The Department's annual business planning process (informed by such things as the Government's policy directives, the Department's Statement of Intent and Strategic Direction and available funding) determines the Department's conservation work priorities.

1.5 The Department and Te Hiku o Te Ika iwi will meet annually at an early stage in the Department's business planning cycle to discuss the following activities, within the korowai area:

1.5.1 planning and budget priorities;

1.5.2 work plans and projects; and

1.5.3 proposed areas of cooperation in conservation projects, and the nature of that cooperation.

1.6 In the course of the annual business planning process, Te Hiku o Te Ika iwi will be able to request specific projects to be undertaken by the Department. Such requests will be taken forward into the business planning process and considered by the Department when it determines its overall priorities.

1.7 If a specific project is agreed, the Department and Te Hiku o Te Ika iwi will agree the nature of their collaboration on that project which may include finalising a work plan for the project. If a specific project is not undertaken, the Department will advise Te Hiku o Te Ika iwi of the reasons for this.

Input into specific conservation activities and projects

1.8 The Department will endeavour to support Te Hiku o Te Ika iwi to undertake its own conservation-related projects, for instance by identifying other funding sources or by providing technical advice for those projects.

Communication

1.9 The Department and Te Hiku o Te Ika iwi will seek to maintain effective and open communication with each other on an ongoing basis including by:

1.9.1 discussing operational issues, as required, at the initiative of either party;

1.9.2 the Department and Te Hiku o Te Ika iwi hosting meetings on an alternating basis; and

1.9.3 sharing of information in an open manner as requested by either party, subject to constraints such as the Official Information Act 1982 or Privacy Act 1993.

1.10 As part of ongoing communication, the Department and Te Hiku o Te Ika iwi may agree to review the implementation of the korowai.

1.11 The Department and Te Hiku o Te Ika iwi will brief relevant staff and Conservation Board members on the content of the korowai for enhanced conservation.

Concession opportunities

1.12 The Department will, if requested by Te Hiku o Te Ika iwi, assist the development of concession proposals involving members of Te Hiku o Te Ika iwi by providing technical advice on the concession process.

Pest Control

1.13 Within the first year of the operation of this relationship agreement, the Department and Te Hiku o Te Ika iwi will discuss:

1.13.1 species of pest plant and pest animals of particular concern within the korowai area;

1.13.2 the extent to which those pest species may impact on sites of significance to Te Hiku o Te Ika iwi;

1.13.3 ways in which those pest species may be controlled or eradicated.

1.14 In relation to the species and sites identified, the Department will, as part of its annual business planning processes:

1.14.1 facilitate consultation with Te Hiku o Te Ika iwi on proposed pest control activities that it intends to undertake within the korowai area, particularly in relation to the use of poisons;

1.14.2 provide Te Hiku o Te Ika iwi with opportunities to provide feedback on programmes and outcomes; and

1.14.3 seek to coordinate its pest control programmes with those of Te Hiku o Te Ika iwi, particularly where Te Hiku o Te Ika iwi is the adjoining landowner.

Marine mammal strandings

1.15 All species of marine mammal occurring within New Zealand and New Zealand's fisheries waters are absolutely protected under the Marine Mammals Protection Act 1978. The Department is responsible for the protection, conservation and management of all marine mammals, including their disposal and the health and safety of its staff and any volunteers under its control, and the public.

1.16 Te Hiku o Te Ika iwi will be advised of marine mammal strandings within the korowai area. A co-operative approach will be adopted with Te Hiku o Te Ika iwi to management of stranding events, including recovery of bone (including teeth and baleen) for cultural purposes and burial of marine mammals. The Department will make reasonable efforts to inform Te Hiku o Te Ika iwi before any decision is made to euthanise a marine mammal or gather scientific information.

1.17 The Department acknowledges that individual Te Hiku o Te Ika iwi may wish to enter into a memorandum of understanding (or similar document) with the Department in relation to whale strandings, and if that is the case, the Department will engage in that discussion in a proactive and co-operative manner.

Species/research projects

1.18 Te Hiku o Te Ika iwi will identify species of particular significance to Te Hiku o Te Ika iwi and the Department will engage with Te Hiku o Te Ika iwi to discuss opportunities for it to provide input and participate in:

1.18.1 developing, implementing and/or amending the application of national species recovery programmes for those species within the korowai area; and

1.18.2 any research and monitoring projects that are, or may be, carried out (or authorised) by the Department for those species within Te Hiku o Te Ika.

1.19 For species that have not been identified as being of particular significance to Te Hiku o Te Ika iwi, the Department will keep Te Hiku o Te Ika iwi informed of the national sites and species recovery programmes on which the Department will be actively working within the korowai area.

Freshwater Quality and Fisheries

Freshwater quality

1.20 The Department and Te Hiku o Te Ika iwi have a mutual concern to ensure effective riparian management and water quality management in the korowai area and that freshwater bodies are free from contamination. For Te Hiku o Te Ika iwi, the health and wellbeing of rivers within the Hokianga Rangaunu, Herekino, Whangapae, Parengarenga, Houhora and other waterways is of primary importance.

1.21 The Department will take all reasonable steps to prevent the pollution of waterways and the wider environment as a result of the Department's management activities (e.g. ensuring provision of toileting facilities).

Freshwater fisheries and habitat

1.22 Te Hiku o Te Ika iwi have identified that freshwater habitat and all indigenous freshwater species that were historically or are presently within (including fish and other aquatic life), are of high cultural value and to which they have a close association and interest.

1.23 The parties to this relationship agreement will identify common issues in the conservation of freshwater fisheries and freshwater habitats. Objectives for freshwater fisheries and habitats will be integrated into the annual business planning process. Actions may include: areas for cooperation in the protection, restoration and enhancement of riparian vegetation and habitats (including marginal strips); and the development or implementation of research and monitoring programmes within Te Hiku o Te Ika.

New Protected Areas

1.24 If the Department proposes to establish:

1.24.1 new, or to reclassify existing, conservation land; or

1.24.2 a marine protected area under the Department's jurisdiction (e.g. a marine reserve or a marine mammal sanctuary);

the Department will notify Te Hiku o Te Ika iwi at an early stage and engage with Te Hiku o Te Ika iwi to ascertain its views on the proposal.

Training and Employment opportunities

1.25 The Department and Te Hiku o Te Ika iwi will work together to identify opportunities for conservation capacity building for Te Hiku o Te Ika iwi and Departmental staff.

1.26 The Department and Te Hiku o Te Ika iwi will inform each other of any conservation-related educational or training opportunities (such as ranger training courses, short term employment opportunities or secondments). These could include opportunities for the Department's staff to learn about Te Hiku o Te Ika iwi tīkanga and matauranga and for members of Te Hiku o Te Ika iwi to augment their conservation knowledge and skills through being involved in the Department's work programmes and/or training initiatives.

1.27 When opportunities for conservation capacity building are available, the Department and Te Hiku o Te Ika iwi will seek to ensure that the other's staff or members are able to participate.

1.28 The Department will inform Te Hiku o Te Ika iwi when opportunities for full time positions, holiday employment or student research projects arise within the korowai area. Te Hiku o Te Ika iwi may propose candidates for these roles or opportunities.

Visitor and Public Information

1.29 The promotion of Te Hiku o Te Ika iwi values will include the following measures:

1.29.1 seeking to raise public awareness of positive conservation partnerships developed by Te Hiku o Te Ika iwi, the Department and other stakeholders, for example, by way of publications, presentations and seminars;

1.29.2 consulting with Te Hiku o Te Ika iwi on how Te Hiku o Te Ika iwi tīkanga, spiritual and historic values are respected in the provision of visitor facilities, public information and Departmental publications;

1.29.3 taking reasonable steps to respect Te Hiku o Te Ika iwi tīkanga spiritual and historic values in the provision of visitor facilities, public information and Departmental publications;

1.29.4 ensuring the appropriate use of information about Te Hiku o Te Ika iwi in the provision of visitor facilities and services, public information and Department publications by:

(a) obtaining the consent of Te Hiku o Te Ika iwi prior to disclosure of information obtained in confidence from Te Hiku o Te Ika iwi;

(b) consulting with Te Hiku o Te Ika iwi, before the Department uses information relating to Te Hiku o Te Ika iwi values;

(c) encouraging Te Hiku o Te Ika iwi participation in the Department's volunteer and conservation events programmes by informing Te Hiku o Te Ika iwi of these programmes; and

(d) encouraging any concessionaire proposing to use information provided by or relating to Te Hiku o Te Ika iwi to obtain the agreement (including on any terms and conditions) of Te Hiku o Te Ika iwi.

Resource Management Act 1991

1.30 Te Hiku o Te Ika iwi and the Department both have interests in the effects of activities controlled and managed under the Resource Management Act 1991. Areas of common interest include riparian management, effects on freshwater fish habitat, water quality management, and protection of indigenous vegetation and habitats.

1.31 Te Hiku o Te Ika iwi and the Department will seek to identify issues of mutual interest and/or concern ahead of each party making submissions in relevant processes.

Review of legislation

1.32 The Department undertakes to keep Te Hiku o Te Ika iwi informed of any public reviews of the conservation legislation administered by the Department.

1.33 Te Hiku o Te Ika iwi may suggest and submit to the Minister of Conservation proposals for amendments to, or for, the review of conservation legislation.

Contracting for services

1.34 Where appropriate, the Department will consider using Te Hiku o Te Ika iwi as a provider of professional services.

1.35 Where contracts are to be tendered for conservation management within the korowai area the Department will inform Te Hiku o Te Ika iwi.

1.36 The Department will, subject to available resourcing, and if requested by Te Hiku o Te Ika iwi, provide advice on how to achieve the technical requirements to become a provider of professional services.

1.37 In accordance with standard administrative practice, wherever Te Hiku o Te Ika iwi individuals or entities are applying to provide services, appropriate steps will be taken to avoid any perceived or actual conflict of interest in the decision-making process.

Change of Departmental Place Names

1.38 Subject to legislation, the Department will consult with Te Hiku o Te Ika iwi prior to any name changes for reserves or conservation areas within the korowai area being submitted to the New Zealand Geographic Board by the Department.

1.39 The Department will consult Te Hiku o Te Ika iwi on any new or amended office (e.g. Area Office) names.

Limits of Relationship Agreement

1.40 This relationship agreement does not:

1.40.1 restrict the Crown from exercising its powers or performing its functions and duties in good faith, and in accordance with the law and government policy, including:

(a) introducing legislation;

(b) changing government policy; or

(c) issuing a similar relationship document to, or interacting or consulting with, anyone the Crown considers appropriate including any iwi, hapū, marae, whānau or representatives of tangata whenua;

1.40.2 restrict the responsibilities of the Minister or Department or the legal rights of Te Hiku o Te Ika iwi; or

1.40.3 grant, create or provide evidence of an estate or interest in or rights relating to:

(a) land held, managed or administered under conservation legislation; or

(b) flora or fauna managed or administered under conservation legislation.

Breach

1.41 A breach of this relationship agreement is not a breach of the deed of settlement.

Definitions

1.42 In this part, unless the context requires otherwise:

1.42.1 **area of interest** means the area shown on the plan attached to this agreement as **[to insert – note: the plan will to be attached to the relationship agreement when it is a stand-alone document]**;

1.42.2 **conservation legislation** means the Conservation Act 1987 and the statutes in the First Schedule of that Act;

1.42.3 **Te Rarawa deed of settlement** means the deed of settlement entered into between the Crown and Te Rarawa dated [insert];

1.42.4 **Department** means the Minister of Conservation, the Director-General and the Departmental managers to whom the Minister of Conservation's and the Director-General's decision-making powers can be delegated;

1.42.5 **korowai** has the meaning given to it in clause [7.9] of the Te Rarawa deed of settlement, and korowai for enhanced conservation has the same meaning;

1.42.6 **korowai area** means, unless otherwise provided for or otherwise required by the context:

(a) the land administered by the Department of Conservation under the conservation legislation as shown on the plan set out in Appendix Three;

(b) an increased area of land to that area set out in Appendix Three if agreed by the Crown, Te Hiku o Te Ika iwi and relevant neighbouring iwi;

(c) where the conservation legislation applies to land or resources not covered by clauses 1.42.6(a) or (b) (as the case may be), that land or those resources but only for the purposes of the korowai redress; and

(d) to avoid doubt, clause 1.42.6(c) applies to the marine and coastal area adjacent to the area referred to in clauses 1.42.6(a) or (b) (as the case may be) but only for the purposes of the korowai redress;

1.42.7 **Te Hiku o Te Ika iwi** means, subject to necessary modification as the context requires, each of the following iwi (or the post-settlement governance entity for each iwi where appropriate):

(i) Te Aupōuri;

(ii) Te Rarawa;

(iii) NgāiTakoto;

(iv) Ngāti Kuri; and

(v) Ngāti Kahu.

SIGNED by the Minister of Conservation)
in the **presence of:**)

[name]

Signature of Witness

Witness Name

Occupation

Address

SIGNED by the Director-General of Conservation in the presence of:)
)

[name]

Signature of Witness

Witness Name

Occupation

Address

SIGNED by the Te Hiku o Te Ika iwi in the presence of:)
)

[name] [iwi]

Signature of Witness

[name] [iwi]

Witness Name

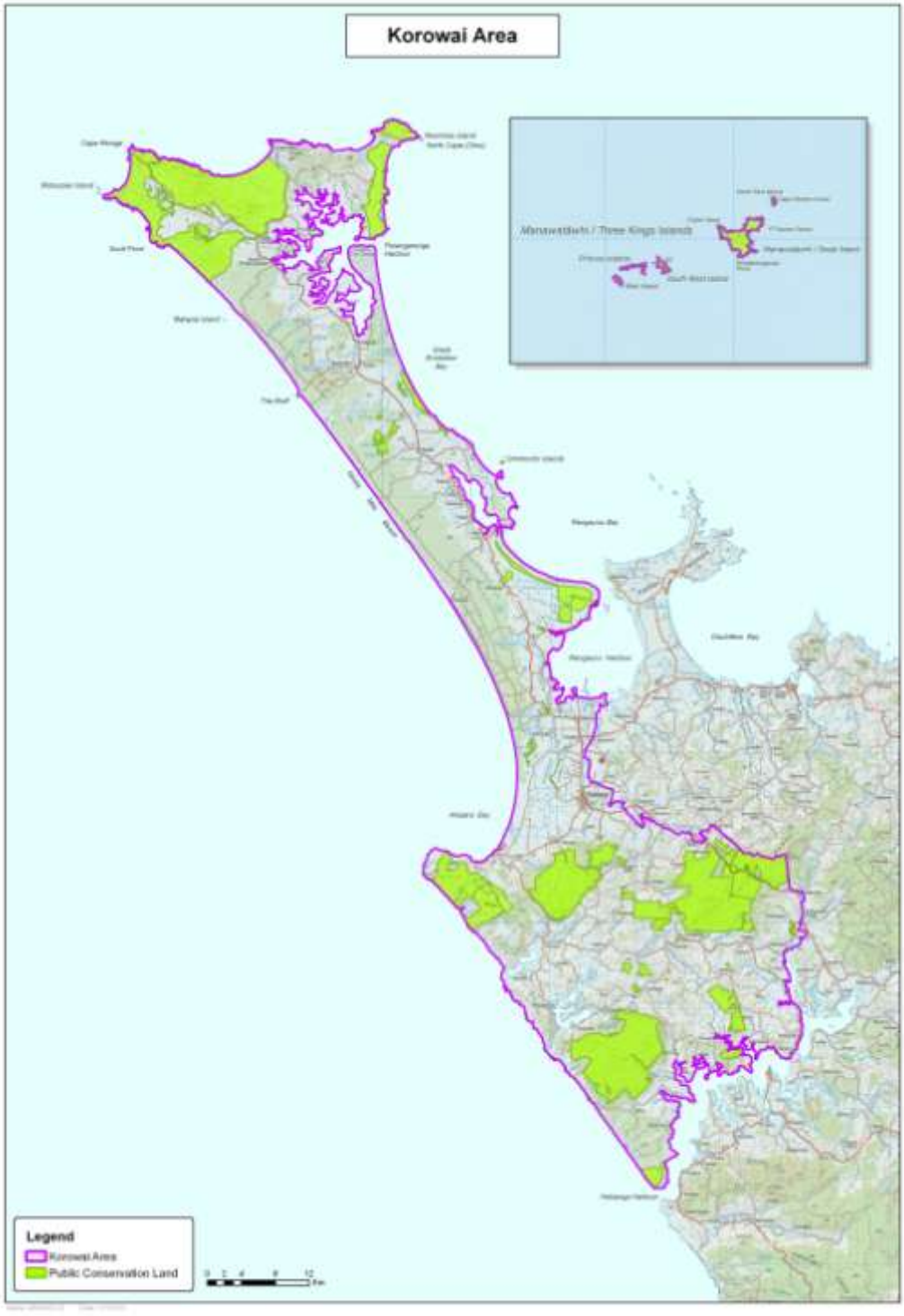
Occupation

Address

[to expand execution clauses for signing]

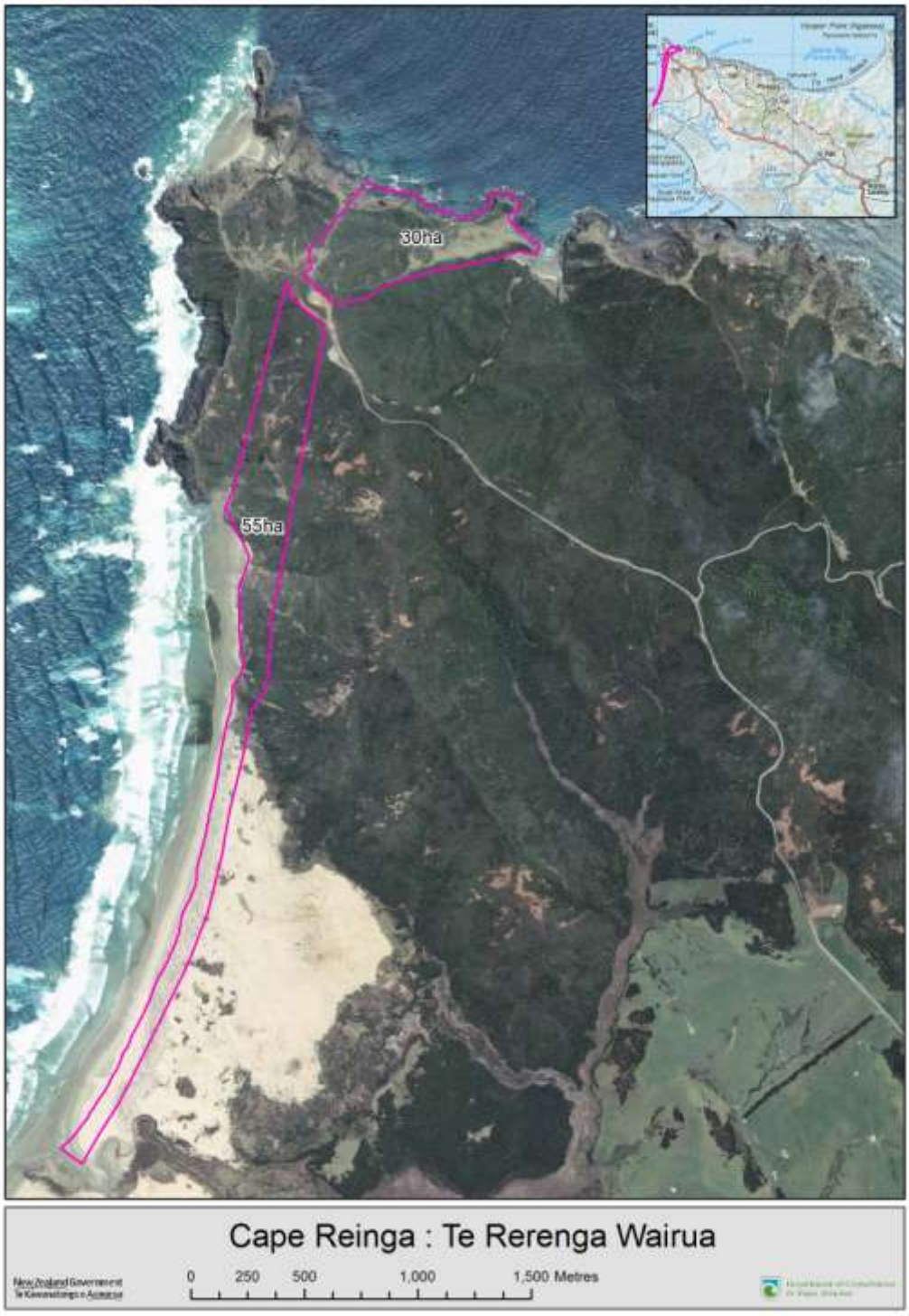
APPENDIX THREE

TE HIKU O TE IKA CONSERVATION BOARD PLANS



APPENDIX FOUR

TE RERENGA WAIRUA RESERVE



8 CULTURAL REDRESS: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

8.1 Te Hiku o Te Ika iwi and the Crown have agreed to enter into the Te Hiku o Te Ika Iwi - Crown Social Development and Wellbeing Accord ("**Social Accord**"), as set out in part 1 of the documents schedule.

8.2 Te Rarawa, Te Aupōuri, NgāiTakoto and Ngāti Kuri are committed to working collaboratively for the benefit of Te Hiku o Te Ika iwi members whilst recognising that each iwi retains its own mana motuhake.

8.3 Te Hiku o Te Ika iwi are those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:

8.3.1 Ngāti Kuri; and

8.3.2 Te Aupōuri; and

8.3.3 NgāiTakoto; and

8.3.4 Ngāti Kahu; and

8.3.5 Te Rarawa.

8.4 Although Ngāti Kahu may not be an initial party to the Social Accord, for the purposes of this part of the deed the term Te Hiku o Te Ika iwi shall mean the other four iwi of Te Hiku o Te Ika or, where appropriate, the post-settlement governance entities of the four iwi. Ngāti Kahu may become a party to the Social Accord at any time by giving written notice to the parties.

8.5 The Social Accord:

8.5.1 describes how Te Hiku o Te Ika iwi and the Crown will work together to design processes to improve the social development and wellbeing of Te Hiku o Te Ika iwi;

8.5.2 specifies a set of shared relationship principles, a vision and shared outcomes which the parties are committed to achieving; and

8.5.3 provides for:

(a) an annual Te Hiku o Te Ika iwi-Crown taumata rangatira hui between Social Accord Ministers and Te Hiku o Te Ika iwi representatives;

(b) regular Crown - Te Hiku o Te Ika iwi operational level engagement through Te Kahui Tiaki Whānau (a regular forum);

(c) an evaluation and planning process to assess progress and design and implement strategies to achieve the outcomes; and

(d) specific portfolio agreements with government departments which detail more particular commitments between Te Hiku o Te Ika iwi and each department.

8.6 The Ministry of Social Development will lead the implementation and co-ordination of the Social Accord for the Crown, supported by Te Puni Kōkiri.

8.7 A Te Hiku o Te Ika iwi - Crown Secretariat will be formed, comprising members from the Ministry of Social Development, Te Puni Kōkiri, the Te Hiku o Te Ika iwi and all Crown agencies that have signed portfolio agreements.

8.8 The purpose of the Secretariat is to establish a collaborative and enduring relationship between Crown agencies and Te Hiku o Te Ika iwi and to improve social development and wellbeing outcomes in Te Hiku o Te Ika.

8.9 The Secretariat will be co-managed by a Ministry of Social Development manager and a Te Hiku o Te Ika iwi-appointed member.

8.10 The Secretariat will:

8.10.1 support the annual Taumata Rangatira Hui in its deliberations;

8.10.2 support the Kāhui Tiaki Whānau and Kaupapa Cluster Group hui in their work;

8.10.3 oversee the collation and analysis of information that informs progress towards the shared outcomes, including the initial and five-yearly State of Te Hiku o Te Ika Iwi Social Development and Wellbeing Reports;

8.10.4 ensure Te Hiku o Te Ika iwi input into overarching policies and programmes, especially synergies that might exist between agencies and iwi and amongst different issues and interventions; and

8.10.5 ensure that Te Hiku o Te Ika iwi are appropriately involved in informing the focus of agencies and interventions.

8.11 The Secretariat will support the Co-chairs of the annual Taumata Rangatira Hui and Co-chairs of the annual Te Kāhui Tiaki Whānau Hui in their reporting to the Te Hiku o Te Ika iwi and the Social Sector Forum.

8.12 The Crown and Te Rūnanga o Te Rarawa trustees will sign the Social Accord and related portfolio agreements no later than 90 business days after the first deed of settlement between the Crown and a Te Hiku o Te Ika iwi is signed.

8.13 The Social Accord will be signed on behalf of the Crown by the Prime Minister, the Minister of Social Development, and the Minister of Maori Affairs. The related portfolio agreements will be signed by the respective chief executives of the government departments to which they relate.

8.14 The Social Accord will come into effect 90 business days after the first deed of settlement between the Crown and a Te Hiku o Te Ika iwi is signed, or such earlier date as may be agreed in writing by the Crown and Te Hiku o Te Ika iwi.

8.15 No later than five business days after the Social Accord comes into effect the Crown will pay Te Hiku o Te Ika Development Trust $812,500 to support the engagement by Te Rarawa in the implementation of the Social Accord.

LETTERS OF INTRODUCTION

8.16 By the settlement date, the Minister for Treaty of Waitangi Negotiations will write to the Ministers of the Crown listed in clause 8.17 to:

8.16.1 introduce Te Rūnanga o Te Rarawa trustees as representing one of the Te Hiku o Te Ika iwi that is a party to the Social Accord with their department; and

8.16.2 ask the Minister to engage with Te Rūnanga o Te Rarawa trustees through the mechanisms set out in the Social Accord.

8.17 The Ministers referred to in clause 8.16 are:

8.17.1 Minister of Corrections;

8.17.2 Minister of Justice;

8.17.3 Minister of Police;

8.17.4 Minister of Māori Affairs;

8.17.5 Minister of Social Development;

8.17.6 Minister of Economic Development;

8.17.7 Minister of Tourism;

8.17.8 Minister of Energy and Resources;

8.17.9 Minister of Internal Affairs;

8.17.10 Minister of Labour;

8.17.11 Minister of Building and Housing; and

8.17.12 Minister of Education.

9 GENERAL CULTURAL REDRESS

STATUTORY ACKNOWLEDGEMENTS

9.1 The settlement legislation will, on the terms provided by part 8 of the legislative matters schedule:

9.1.1 provide the Crown's acknowledgements of the statements by Te Rarawa of their particular cultural, spiritual, historical, and traditional association with the following areas:

(a) Herekino Harbour (as shown on OTS-074-01);

(b) Whangape Harbour (as shown on OTS-074-02);

(c) Hokianga Harbour (as shown on OTS-074-03);

(d) Awaroa River (as shown on OTS-074-04);

(e) Takahue and Awanui Rivers (as shown on OTS-074-05);

(f) Te Tai Hauauru / Coastal Marine Area (as shown on OTS-074-06);

(g) Tauroa Peninsula (as shown on OTS-074-07); and

(h) Wairoa Stream (as shown on OTS-074-08);

9.1.2 require:

(a) relevant consent authorities, the Environment Court, and the New Zealand Historic Places Trust to have regard to the statutory acknowledgement;

(b) relevant consent authorities to forward to Te Rūnanga o Te Rarawa trustees:

(i) summaries of resource consent applications affecting an area; and

(ii) copies of any notices served on the consent authority under section 145(10) of the Resource Management Act 1991; and

(c) relevant consent authorities to record the statutory acknowledgement on certain statutory planning documents under the Resource Management Act 1991;

9.1.3 enable Te Rūnanga o Te Rarawa trustees, and any member of Te Rarawa, to cite the statutory acknowledgement as evidence of the association of Te Rarawa with an area;

9.1.4 enable Te Rūnanga o Te Rarawa trustees to waive the rights specified in clause 9.1.2 in relation to all or any part of the areas by written notice to the relevant consent authority, the Environment Court or the New Zealand Historic Places Trust (as the case may be); and

9.1.5 require that any notice given pursuant to clause 9.1.4 include a description of the extent and duration of any such waiver of rights.

9.2 The statements of association are in part 4 of the documents schedule.

PROTOCOLS

9.3 Each of the following protocols must, by or on the settlement date, be signed and issued to Te Rūnanga o Te Rarawa trustees by the responsible Minister:

9.3.1 the fisheries protocol; and

9.3.2 the culture and heritage protocol.

9.4 A protocol sets out how the Crown will interact with Te Rūnanga o Te Rarawa trustees with regard to the matters specified in it.

9.5 Each protocol will be:

9.5.1 in the form in the documents schedule; and

9.5.2 issued under, and subject to, the terms provided by part 9 of the legislative matters schedule.

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

INDIVIDUAL FISHERIES ADVISORY COMMITTEE

9.7 The Minister of Fisheries and Aquaculture must:

9.7.1 on settlement date appoint Te Rūnanga o Te Rarawa as an advisory committee under section 21 of the Ministry of Agriculture and Fisheries Restructuring Act 1995 ("**fisheries advisory committee**");

9.7.2 consider any advice of the fisheries advisory committee that relates to:

(a) all matters concerning the utilisation, while ensuring the sustainability, of fish, aquatic life and seaweed administered by the Ministry of Agriculture and Forestry under the Fisheries Act 1996; and

(b) the fisheries protocol area; and

("**advice on the relevant matters**")

9.7.3 in considering any advice on the relevant matters, recognise and provide for the customary non-commercial interest of Te Rarawa.

JOINT FISHERIES ADVISORY COMMITTEE

9.8 The Minister of Fisheries and Aquaculture must:

9.8.1 on settlement date appoint a joint advisory committee under section 21 of the Ministry of Agriculture and Fisheries Restructuring Act 1995 ("**joint fisheries advisory committee**");

9.8.2 consider any advice of the joint fisheries advisory committee that relates to:

(a) all matters concerning the utilisation, while ensuring the sustainability, of fish, aquatic life and seaweed administered by the Ministry of Agriculture and Forestry under the Fisheries Act 1996; and

(b) the fisheries protocol areas; and

("**advice on the relevant matters**")

9.8.3 in considering any advice on the relevant matters, recognise and provide for the customary non-commercial interest of Te Hiku o Te Ika iwi.

9.9 The joint advisory committee will consist of one member appointed from time to time by each of the Te Hiku o Te Ika iwi.

9.10 Where one of the Te Hiku o Te Ika iwi is not entering into a fisheries protocol (and therefore there is no defined 'fisheries protocol area', this area will be taken to mean the waters adjacent or otherwise relevant to that iwi's area of interest (including any relevant quota management area or relevant fisheries management area within the New Zealand Exclusive Economic Zone).

LETTER OF COMMITMENT WITH THE DEPARTMENT OF INTERNAL AFFAIRS AND THE MUSEUM OF NEW ZEALAND TE PAPA TONGAREWA BOARD

9.11 The parties acknowledge that Te Rūnanga o Te Rarawa trustees, the Department of Internal Affairs and the Museum of New Zealand Te Papa Tongarewa Board have agreed to enter into a letter of commitment, in the form set out in part 4 of the documents schedule, to facilitate the care, management, access to and use of, and development and revitalisation of Te Rarawa taonga.

LETTER OF INTRODUCTION TO THE AUCKLAND WAR MEMORIAL MUSEUM

9.12 By the settlement date, the Minister for Treaty of Waitangi Negotiations will write to the Director of the Auckland War Memorial Museum:

9.12.1 introducing Te Rūnanga o Te Rarawa trustees; and

9.12.2 inviting the Auckland War Memorial Museum to enter into a relationship with Te Rūnanga o Te Rarawa trustees, to provide for the input of Te Rūnanga o Te Rarawa trustees into the management of Te Rarawa taonga tūturu (including but not limited to the Tangonge Lintel).

LETTER OF INTRODUCTION TO LOCAL AUTHORITIES

9.13 The parties acknowledge that Te Rarawa and the Councils listed in clause 9.14 will have a new relationship in relation to Te Oneroa a Tōhē, as reflected in part 5. The redress in clause 9.14 is intended to complement that relationship.

9.14 By the settlement date, the Minister for Treaty of Waitangi Negotiations will write to the:

(a) Northland Regional Council; and

(b) Far North District Council.

9.15 Each letter referred to in clause 9.14 will encourage each Council to enter into a relationship, or revise any existing relationship, for example through a memorandum of understanding (or a similar document) with Te Rūnanga o Te Rarawa trustees. Each letter will note Te Rarawa's aspirations, including those in relation to the interaction between Te Rūnanga o Te Rarawa trustees and the Council concerning the performance of the Council's functions and obligations, and the exercise of its powers, within the area of interest, such as in relation to the development of regional and district plans.

PROMOTION OF RELATIONSHIP WITH THE NEW ZEALAND HISTORIC PLACES TRUST

9.16 By the settlement date, the Crown will commence the facilitation of a process between Te Rūnanga o Te Rarawa trustees and the New Zealand Historic Places Trust for the purpose of Te Rūnanga o Te Rarawa trustees and the New Zealand Historic Places Trust entering into a relationship relating to projects to be carried out by Te Rūnanga o Te Rarawa trustees and the New Zealand Historic Places Trust.

PROMOTION OF RELATIONSHIPS WITH GOVERNMENT AGENCIES

9.17 By the settlement date, the Minister for Treaty of Waitangi Negotiations will write to each of the Ministers of the Crown listed in clause 9.18 to:

9.17.1 advise that the Crown has entered into a deed of settlement with Te Rarawa and to introduce Te Rūnanga o Te Rarawa trustees; and

9.17.2 encourage the Minister to enter into an effective and durable working relationship with Te Rarawa.

9.18 The Ministers of the Crown referred to in clause 9.17 are:

9.18.1 Minister of Defence;

9.18.2 Minister of Agriculture;

9.18.3 Minister of Forestry;

9.18.4 Minister of Transport;

9.18.5 Minister for the Environment;

9.18.6 Minister of Health;

9.18.7 Minister of Science and Innovation;

9.18.8 Minister of Foreign Affairs and Trade;

9.18.9 Minister of Pacific Island Affairs;

9.18.10 Minister of Women's Affairs;

9.18.11 Minister of Immigration; and

9.18.12 Minister of State Services.

9.19 By the settlement date, the Director of the Office of Treaty Settlements will write to the chief executives of the entities listed in clause 9.20 to:

9.19.1 advise that the Crown has entered into a deed of settlement with Te Rarawa and to introduce Te Rūnanga o Te Rarawa trustees; and

9.19.2 encourage the entity to enter into an effective and durable working relationship with Te Rarawa.

9.20 The entities referred to in clause 9.19 are:

9.20.1 Department of Prime Minister and Cabinet;

9.20.2 Tertiary Education Commission;

9.20.3 Statistics New Zealand;

9.20.4 Northland District Health Board;

9.20.5 Electricity Commission;

9.20.6 Housing New Zealand Corporation;

9.20.7 New Zealand Transport Agency;

9.20.8 New Zealand Fire Service Commission;

9.20.9 New Zealand Trade and Enterprise;

9.20.10 Sport and Recreation New Zealand (SPARC);

9.20.11 Creative NZ (Arts Council of New Zealand);

9.20.12 Environmental Protection Agency;

9.20.13 Children's Commission;

9.20.14 Families Commission;

9.20.15 Māori Broadcasting Funding Agency (Te Māngai Pāho);

9.20.16 AgResearch Limited;

9.20.17 Intellectual Property Office of New Zealand;

9.20.18 Institute of Environmental Science and Research;

9.20.19 Landcare Research;

9.20.20 National Institute of Water & Atmospheric Research;

9.20.21 SCION (New Zealand Forest Research Institute Ltd);

9.20.22 Education Review Office;

9.20.23 New Zealand Customs Service;

9.20.24 New Zealand Food Safety Authority;

9.20.25 Accident Compensation Corporation;

9.20.26 Charities Commission;

9.20.27 Te Taura Whiri i Te Reo Māori (Māori Language Commission);

9.20.28 Electoral Commission;

9.20.29 Radio New Zealand;

9.20.30 Television New Zealand;

9.20.31 Health and Disability Commissioner;

9.20.32 Human Rights Commission;

9.20.33 Industrial Research Limited;

9.20.34 Landcorp;

9.20.35 Mighty River Power;

9.20.36 Meridian Energy;

9.20.37 Genesis Power;

9.20.38 Transpower New Zealand Limited;

9.20.39 PHARMAC;

9.20.40 Landcorp Farming Limited;

9.20.41 Auckland University of Technology;

9.20.42 NorthTec; and

9.20.43 The New Zealand Institute for Plant & Food Research Limited.

LETTERS OF INTRODUCTION: MUSEUMS

9.21 By the settlement date, the Minister for Treaty of Waitangi Negotiations will write to the following museums, introducing Te Rūnanga o Te Rarawa trustees and inviting each museum to enter into a relationship with Te Rarawa:

9.21.1 Butler Point Whaling Museum and 1840s House;

9.21.2 Whangarei Museum and Kiwi House at Heritage Park;

9.21.3 Auckland City Libraries;

9.21.4 The University of Auckland;

9.21.5 Voyager New Zealand Maritime Museum;

9.21.6 Museum of Transport and Technology (MOTAT);

9.21.7 New Zealand Film Archive;

9.21.8 Canterbury Museum;

9.21.9 MacMillan Brown Library (University of Canterbury);

9.21.10 Hocken Collections (University of Otago);

9.21.11 Waitangi National Trust; and

9.21.12 St John's College.

9.22 By the settlement date, the Director of the Office of Treaty Settlements will write to the following museums, introducing Te Rūnanga o Te Rarawa trustees and inviting each museum to enter into a relationship with Te Rarawa:

9.22.1 Dargaville Maritime Museum;

9.22.2 The Kauri Museum Matakohe;

9.22.3 Albertland and Districts Museum;

9.22.4 Warkworth Museum;

9.22.5 Tauranga Heritage Collection;

9.22.6 Rotorua Museum of Art and History;

9.22.7 Te Awamutu Museum;

9.22.8 Tairawhiti Museum (Gisborne);

9.22.9 Puke Ariki (New Plymouth Museum);

9.22.10 Hawke's Bay Museum & Art Gallery;

9.22.11 Aratoi - Puke Ariki (New Plymouth Museum);

9.22.12 Audio Visual Museum of New Zealand Inc;

9.22.13 Sound Archives/Nga Taonga Korero (Radio New Zealand); and

9.22.14 Mercury Bay Regional Museum.

CULTURAL REDRESS PROPERTIES

[Drafter's note: the following properties are currently owned by FNDC and are subject to confirmation: Motukaraka Site A and Site B; Whangape Site; Kaitaia Domain and Rotokakahi War Memorial Site]

9.23 The settlement legislation will, on the terms set out in parts 12 and 13 of the legislative matters schedule, vest in Te Rūnanga o Te Rarawa trustees on the settlement date:

In fee simple

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

(a) Part Former Awanui (Kaitaia) Riverbed;

(b) Te Oneroa a Tōhē - Clark Road site;

(c) Hukatere site B;

(d) 12 Waiotehue Road;

(e) Tauroa Point site C;

(f) Mangamuka Road, Mangamuka;

(g) Mangamuka Road, Tukekahau;

(h) Whangape site;

(i) Rotokakahi site;

(j) Tauroa Point site B;

(k) Mapere; and

(l) Motukaraka site A;

In fee simple subject to a lease

9.23.2 the fee simple estate in the following sites, subject to Te Rūnanga o Te Rarawa trustees providing a lease in relation to that site in the form set out in part 6.3 of the documents schedule:

(a) Pukepoto School; and

In fee simple subject to an easement or easements

9.23.3 the fee simple estate in Whangape Road site subject to Te Rūnanga o Te Rarawa trustees providing a registrable right of way easement in gross in relation to the site in the form set out in part 5.6 of the documents schedule;

9.23.4

In fee simple subject to a conservation covenant

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

(a) Motukaraka site B, with the reservation of that site as a scenic reserve being revoked, and subject to Te Rūnanga o Te Rarawa trustees providing a registrable conservation covenant in relation to that site in the form set out in part 5.1 of the documents schedule;

(b) Tangonge site, as tenants in common in equal undivided shares with Te Rūnanga o NgāiTakoto trustees subject to Te Rūnanga o Te Rarawa trustees and the Te Rūnanga o NgāiTakoto trustees providing:

(i) a registrable conservation covenant in relation to that site in the form set out in part 5.2 of the documents schedule; and

(ii) [a registrable right of way easement in relation to that site in the form set out in part 5.3 of the documents schedule];

(c) Lake Tangonge site A, as tenants in common in equal undivided shares with Te Rūnanga o NgāiTakoto trustees, subject to Te Rūnanga o Te Rarawa trustees and the Te Rūnanga o NgāiTakoto trustees providing a registrable conservation covenant in relation to that site in the form set out in part 5.4 of the documents schedule;

(d) Lake Tangonge site B, subject to Te Rūnanga o Te Rarawa trustees providing a registrable conservation covenant in relation to that site in the form set out in part 5.5 of the documents schedule;

As a scenic reserve

9.23.6 the fee simple estate in each of the following sites as a scenic reserve, with Te Rūnanga o Te Rarawa trustees as the administering body:

(a) Epakauri site B; and

(b) Awanui River site;

9.23.7 the fee simple estate in Beach site A, Beach site B, Beach site C and Beach site D as scenic reserves:

(a) as tenants in common in equal undivided shares with Te Rūnanga o NgāiTakoto trustees, the Ngāti Kuri governance entity, and Te Rūnanga Nui o Te Aupōuri trustees;

(b) with Te Rūnanga o Te Rarawa trustees and the entities referred to in paragraph 9.20.7(a) all appointing members to the joint management body, and with that joint management body being the administering body for the reserves; and

As a historic reserve

9.23.8 the fee simple estate in the following site as a historic reserve, with Te Rūnanga o Te Rarawa trustees as the administering body:

(a) Tauroa Point site A;

As a recreation reserve

9.23.9 the fee simple estate the following site as a recreation reserve, with Te Rūnanga o Te Rarawa trustees as the administering body:

(a) Rotokakahi War Memorial site;

(b) that part of Kaitaia Domain shown as "A" on OTS-074-29; and

(c) Tauroa Point site D;

As a local purpose reserve

9.23.10 the fee simple estate in each of the following sites as a local purpose (for a marae site) reserve:

(a) that part of Kaitaia Domain shown as "B" on OTS-074-29;

9.23.11 the fee simple estate in the following site as a local purpose (wind farm activities) reserve, with Te Rūnanga o Te Rarawa trustees as the administering body:

(a) Epakauri site A.

General

9.24 It is intention of Te Rūnanga o Te Rarawa trustees to engage with the mana whenua hapū associated with the various reserves to determine the appropriate ownership and management arrangements for each reserve, consistent with the intent and provisions of the Reserves Act 1977;

9.25 In relation to the vesting of:12 Waiotehue Road under clause 9.23.1(d), the parties acknowledge the intention of Te Rūnanga o Te Rarawa trustees to transfer 12 Waiotehue Road to the Tahawai Hapū, represented by the Takahue Marae Committee;

9.26 To avoid doubt the parties acknowledge that the Local Purpose (Wind Farm) Reserve classification under clause 9.23.11 (a) enables a wind farm activity to occur, but does not require it. A wind farm activity could not occur without the approval of the adminstering body and any other statutory reqiuirements.

9.27 Each cultural redress property is to be:

9.27.1 as described in part 20 of the legislative matters schedule; and

9.27.2 vested on the terms provided by part 13 of the legislative matters schedule; and part 2 of the property redress schedule; and

9.27.3 subject to any encumbrances in relation to that property:

(a) required by clause 9.23 to be provided by Te Rūnanga o Te Rarawa trustees; or

(b) required by the settlement legislation; and

(c) referred to in part 12 and part 21 of the legislative matters schedule.

PUKEPOTO SCHOOL

9.28 Clause 9.29 applies in respect of Pukepoto School if, no later than four months after the date of this deed, the board of trustees of Pukepoto School relinquishes the beneficial interest it has in the Pukepoto school house situated on that site ("**Pukepoto School house "**).

9.29 If this clause applies:

9.29.1 Pukepoto School will include Pukepoto School house; and

9.29.2 all references in this deed to Pukepoto School are to be read as if the property includes Pukepoto School house on that site.

KAHAKAHAROA

9.30 In the 1970s, the Crown agreed to transfer an area of land to the Te Puna-Topu-o-Hokianga Trust (**the Trust**) (made up of Te Rarawa interests) to enable an afforestation scheme, in exchange for the Trust agreeing to allow the Crown to lease an area of their coastal land for 999 years (**the Lease**), to be used as a reserve subject to the Reserves and Domains Act 1953.

9.31 The lease was provided for by section 17 of the Reserves and Other Lands Disposal Act 1977 (**the 1977 Act**) because Part 20 of the Maori Affairs Act 1953 prevented the lease of Māori freehold land for a term exceeding 42 years.

9.32 Subsequent to the passing of the 1977 Act, the Trust and the Crown, in 1985, entered into a conservation covenant rather than a lease and therefore section 17 of 1977 Act is no longer relevant.

9.33 The loss of key records over time and the existence of section 17 of the 1977 Act has led to the impression that the Lease was entered into and still exists.

9.34 The settlement legislation will, as set out in part 14 of the legislative matters schedule, provide that section 17 of the 1977 Act is repealed.

ALTERED GEOGRAPHIC NAMES

9.35 The settlement legislation will, from the settlement date and on the terms set out in part 11 of the legislative matters schedule, alter each of the following existing geographic names to the altered geographic name set opposite it:

Existing geographic name	Altered geographic name	Geographic feature type	Location (NZTopo50 map and grid reference)
Ninety Mile Beach	Te Oneroa-a-Tōhē / Ninety Mile Beach	Beach	AT24 751793 AV26 142094
Shipwreck Bay	Te Kōhanga / Shipwreck Bay	Bay	AV25 109073
The Narrows	Rangiora Narrows	Strait	AW27 484843
Rangi Point	Kawehītiki Point	Point	AW26 352729
Cape Reinga (Te Rerengawairua)	Cape Reinga / Te Rerenga Wairua	Cape	AT24 706912
Spirits Bay (Piwhane Bay)	Piwhane / Spirits Bay	Bay	AT24 837894

FUTURE ENGAGEMENT IN REGIONAL PLANNING

9.36 The parties acknowledge that:

9.36.1 Te Rarawa, along with other interested iwi, have longer term aspirations for involvement in the preparation and approval of RMA regional planning documents in the broader Te Hiku region; and;

9.36.2 nothing in this deed precludes Te Rarawa and the Northland Regional Council entering into such an arrangement in the future.

MAUNGATANIWHA

9.37 The Crown acknowledges that Maungataniwha is of the utmost cultural, spiritual and environmental significance to the iwi of Te Rarawa, Ngāti Kahu and Ngāpuhi, and that the respective hapū are kaitiaki.

9.38 Maungataniwha represents the confluence of the three iwi and its mana underpins the identity of the hapū and iwi. The kaitiaki hapū of Maungataniwha are inextricably linked by shared whakapapa and history.

9.39 While Te Rarawa is proceeding to settle its historic claims with the Crown on behalf of its hapū, Ngāti Kahu and Ngāpuhi are not yet in a position to complete negotiations. The 2007 Te Rarawa and 2008 Ngāti Kahu AIPs include commitments to vest 40 hectares of public conservation land at the peak of Maungataniwha jointly in those iwi and Ngāpuhi. Te Rarawa has decided that it is not the right time to seek pan-iwi agreement on a land vesting. It is therefore necessary to address the interests of Te

Rarawa hapū in Maungataniwha without prejudicing the interests of Ngāti Kahu and Ngāpuhi.

9.40 As such, the Crown and Te Rarawa commit to enter negotiations in good faith for an appropriate cultural redress package in relation to Maungataniwha with Ngāti Kahu and Ngāpuhi at an agreed time. The process will be led by mandated representatives of Te Rarawa, Ngāti Kahu and Ngāpuhi who will engage with and advocate for the kaitiaki hapū.

9.41 Any cultural redress package reached will be based on Te Tiriti o Waitangi / the Treaty of Waitangi. The Crown acknowledges the aspirations of the Iwi and the respective kaitiaki hapū for a comprehensive and holistic approach that restores customary authority and is focused on improving the health and sustainability of Maungataniwha and enhancing outcomes.

9.42 The Crown agrees to respect the autonomy of the parties and their individual mandates, roles and responsibilities and co-operate in partnership with a spirit of good faith, integrity, honesty, transparency and accountability.

HOKIANGA HARBOUR

9.43 The Crown acknowledges that the Hokianga Harbour is of the utmost cultural, spiritual and environmental significance to the Iwi of Te Rarawa and Ngāpuhi, and that the respective hapū of Te Rarawa and Ngāpuhi are kaitiaki.

9.44 Te Hokianga-nui-a-Kupe is the birth place of the Iwi and its mana underpins the identity of the hapū and Iwi of Hokianga. The kaitiaki hapū of the Hokianga Harbour are inextricably linked by shared whakapapa and history and are committed to work together to improve the health and sustainability of the harbour.

9.45 While Te Rarawa is proceeding to settle its historic claims with the Crown on behalf of its hapū, Ngāpuhi is not yet in a position to begin negotiations. It is therefore necessary to address the interests of Te Rarawa hapū without prejudicing the interests of the Ngāpuhi hapū. It is appropriate to establish a process that will lead to shared cultural redress at an agreed time in the future.

9.46 The Crown and Te Rarawa commit to enter negotiations in good faith for an appropriate cultural redress package in relation to the Hokianga Harbour with Ngāpuhi at an agreed time. The process will be led by mandated representatives of Te Rarawa and Ngāpuhi who will engage with and advocate for the kaitiaki hapū.

9.47 Any cultural redress package reached will be based on Te Tiriti o Waitangi / the Treaty of Waitangi. The Crown acknowledges the aspirations of the Iwi and the respective kaitiaki hapū for a comprehensive and holistic approach that restores customary authority and is focused on improving the health and sustainability of the Harbour and enhancing outcomes.

9.48 The Crown agrees to respect the autonomy of the parties and their individual mandates, roles and responsibilities and co-operate in partnership with a spirit of good faith, integrity, honesty, transparency and accountability.

9.49 This acknowledgement does not have the effect of granting, creating, or providing evidence of any rights or interests under the Marine and Coastal Area (Takutai Moana)

Act 2011, nor does it affect the ability of the Iwi and hapū to make applications for recognition of protected customary rights or of customary marine title under the same Act, or pursue any other remedies available to them.

CROWN PAYMENT

9.50 The Crown will pay Te Rūnanga o Te Rarawa trustees on the settlement date the sum of $380,000. This payment is provided as redress in settlement of the historical claims and has been calculated having regard to the fact that Te Rūnanga o Te Rarawa trustees may, at their discretion, apply that amount to fulfil cultural aspirations relating to the protection and preservation of taonga and the promotion of the history of Te Rarawa.

10 FINANCIAL AND COMMERCIAL REDRESS

FINANCIAL REDRESS

10.1 The Crown will pay Te Rūnanga o Te Rarawa trustees on the settlement date $ $15,861,246, being the financial and commercial redress amount of $33,840,000 less:

10.1.1 the on-account payment of $6,860,000 referred to in clause 10.2; and

10.1.2 $11,118,754being the total transfer values of the commercial redress properties being transferred to Te Rūnanga o Te Rarawa trustees on the settlement date.

ON-ACCOUNT PAYMENT

10.2 The parties acknowledge that on or before the settlement date (being for the purposes of this clause the date that is five business days after the date of this deed) the Crown will pay $6,860,000 to Te Rūnanga o Te Rarawa trustees on account of the settlement.

COMMERCIAL REDRESS PROPERTIES

10.3 Subject to clause 10.4, each commercial redress property is to be:

10.3.1 transferred by the Crown to Te Rūnanga o Te Rarawa trustees on the settlement date on the terms of transfer in part 6 of the property redress schedule; and

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

10.4 The Crown will transfer the undivided fee simple estate in the following properties described in part 3 of the property redress schedule to Te Rūnanga o Te Rarawa trustees [as tenants in common in equal shares with Te Rūnanga o NgāiTakoto trustees:

10.4.1 Sweetwater 20 hectare shared area;

10.4.2 Dairy 2 North;

10.4.3 Kaitaia Nurses Home; and

10.4.4 Corner Mathew Avenue and Melba Street.

10.5 The transfer of each commercial redress property will be:

10.5.1 subject to, and where applicable with the benefit of, the encumbrances provided in the property redress schedule in relation to that property;

10.5.2 in the case of the Peninsula Block, in addition to any encumbrances referred to in clause 10.5.1, where set out in table 1 in part 3 of the property redress schedule, also subject to:

(a) the Crown granting to Te Rūnanga o Te Rarawa trustees before the registration of the transfer for the Peninsula Block, a right of way

easement on the terms and conditions set out as "type B" in part 5.8 of the documents schedule (subject to any variations in form necessary only to ensure its registration); and

(b) the parties to the easement referred to in clause 10.5.2 (a) being bound by the easement terms from settlement date.

10.6 Each of the commercial redress properties with a "Yes" in the leaseback column in table 1B of part 3 of the property redress schedule is to be leased back to the Crown, immediately after its transfer to Te Rūnanga o Te Rarawa trustees, on the terms and conditions provided by the lease for that property in part 6 of the documents schedule (as the lease is a registrable ground lease of the property, Te Rūnanga o Te Rarawa trustees will be purchasing only the bare land, the ownership of the improvements remaining unaffected by the purchase).

SCHOOL HOUSE SITES

10.7 Clause 10.8 applies in respect of a School House site if, no later than four (4) months after introduction of the draft settlement bill into the house, the board of trustees of the related school (the **board of trustees**) relinquishes the beneficial interest it has in the School House site.

10.8 If this clause applies to a School House site:

10.8.1 the Crown must, within 10 business days of this clause applying, give notice to Te Rūnanga o Te Rarawa trustees that the beneficial interest in the School House site has been relinquished by the board of trustees; and

10.8.2 the commercial redress property that is the related school will include the School House site; and

10.8.3 all references in this deed to a commercial redress property that is the related school are to be read as if the commercial redress property were the related school and the School House site together; and

10.8.4 the transfer value for the commercial redress property that is the related school is the aggregate of the transfer values for the related school and the School House site; and

10.8.5 as a result of clause 10.8.4:

(a) the amount referred to in clause 10.1.2 is increased accordingly; and

(b) the amount the Crown must pay to Te Rūnanga o Te Rarawa trustees under clause 10.1 is correspondingly reduced.

PENINSULA BLOCK AND TAKAHUE BLOCK

10.9 The settlement legislation will, on the terms provided by part 16 of the legislative matters schedule, provide for the following in relation to:

10.9.1 the Peninsula Block, the transfer of the specified share of the Peninsula Block by the Crown to Te Rūnanga o Te Rarawa trustees;

10.9.2 the Takahue Block, the transfer of the fee simple estate by the Crown to Te Rūnanga o Te Rarawa trustees;

10.9.3 the Peninsula Block and the Takahue Block, to cease to be Crown forest land upon registration of each transfer;

10.9.4 the Peninsula Block and the cultural forest land properties, and the Takahue Block , the Crown to give notice under section 17(4)(b) of the Crown Forest Assets Act 1989 terminating the Crown forestry licence, in so far as it relates to such land, at the expiry of the period determined under that section, as if:

(a) the Waitangi Tribunal had made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the Peninsula Block and the cultural forest land properties, and the Takahue Block, to Māori ownership; and

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

10.9.5 the Peninsula Block and the cultural forest land properties, and the Takahue Block, Te Rūnanga o Te Rarawa trustees (together with the other joint licensor governance entities as applicable) to be the licensor under the Crown forestry licence, as if the Peninsula Block and the cultural forest land properties and the Takahue Block had been returned to Māori ownership on the settlement date under section 36 of the Crown Forest Assets Act 1989, but without section 36(1)(b) applying; and

10.9.6 the Peninsula Block and the Takahue Block, for rights of access to areas that are wāhi tapu.

ACCUMULATED RENTALS

10.10 The Crown, Te Rarawa, Te Aupōuri, Ngāti Kuri, NgāiTakoto and Ngāti Kahu have agreed to allocate the accumulated rentals associated with the Aupouri Forest as follows:

10.10.1	Te Rarawa	20%
10.10.2	Te Aupōuri	20%
10.10.3	Ngāti Kuri	20%
10.10.4	NgāiTakoto	20%
10.10.5	Ngāti Kahu	20%.

10.11 Accordingly, the settlement legislation will, on the terms set out in part 16 of the legislative matters schedule, provide that:

10.11.1 in relation to the Peninsula Block and the Takahue Block, Te Rūnanga o Te Rarawa trustees will, from the settlement date, be confirmed beneficiaries under clause 11.1 of the Crown Forestry Rental Trust Deed;

10.11.2 Te Rūnanga o Te Rarawa trustees are entitled to 20% of the accumulated rentals associated with the Aupouri Forest on the settlement date despite clause 11.1(b) of the Crown Forestry Rental Trust Deed.

10.12 To avoid doubt, upon the transfer of the Peninsula Block and the Takahue Block to Te Rūnanga o Te Rarawa trustees under clause 10.3, and the vesting of the cultural forest land properties in Te Rūnanga o Te Rarawa trustees under clause 9.23:

10.12.1 any entitlement to licence fees payable from settlement date relating to the Peninsula Block and the cultural forest land properties will be in the same proportion as the Te Rūnanga o Te Rarawa trustees' specified share of the Peninsula Block; and

10.12.2Te Rūnanga o Te Rarawa trustees will be entitled to 100% of the licence fees associated with the Takahue Block, as licensor in respect of that property; and

10.12.3 Te Rūnanga o Te Rarawa trustees will not be entitled to any rentals associated with any other part of the Aupouri Forest.

MANAGEMENT AGREEMENT FOR JOINT LICENSORS

10.13 Prior to the settlement date the joint licensor governance entities must:

10.13.1 put in place a management agreement to govern the management of the Peninsula Block and the cultural forest land properties;

10.13.2 ensure the management agreement includes a provision for the appointment of a person or entity to be the single point of contact for the licensee of the Peninsula Block; and

10.13.3 provide notice to the Crown that the management agreement in accordance with this clause 10.13 is in place.

[Note: The parties' preferred option is for the Peninsula Block to be transferred to the joint licensor governance entities in undivided shares as tenants in common on the settlement date in accordance with the provisions set out in this deed. In order for that to take place, the joint licensor governance entities must have the same settlement dates under their respective settlement legislation. If the mandated negotiators for any iwi represented by the joint licensor governance entities have not initialled a deed of settlement (or otherwise approved it for presentation to the iwi for ratification purposes) by the time this deed is signed, the parties will agree an entity to receive and hold the Peninsula Block (and the constitutional documents required for that entity), and provisions will be added to this deed accordingly.]

DEFERRED SELECTION PROPERTIES

10.14 Te Rūnanga o Te Rarawa trustees may, at any time during the deferred selection period, purchase the properties listed in part 4 of the property redress schedule on the terms and conditions in parts 5 and 6 of the property redress schedule.

10.15 Each of the deferred selection properties with a "Yes" in the 'leaseback' column in the tables in part 4 of the property redress schedule are to be leased back to the Crown

immediately after its purchase by Te Rūnanga o Te Rarawa trustees. As the leases will each be a registrable ground lease of the properties, Te Rūnanga o Te Rarawa trustees will be purchasing only the bare land, the ownership of the improvements remaining unaffected by the purchase.

10.16 Clause 10.17 applies in respect of a DSP School House site if, before the settlement date, the board of trustees of the related school (the **board of trustees**) relinquishes the beneficial interest it has in the DSP School House site.

10.17 If this clause applies to a DSP School House site:

10.17.1 the Crown must, within 10 business days of this clause applying, give notice to Te Rūnanga o Te Rarawa trustees that the beneficial interest in the DSP School House site has been relinquished by the board of trustees; and

10.17.2 the deferred selection property that is the related school will include the DSP School House site; and

10.17.3 all references in this deed to a deferred selection property that is the related school are to be read as if the deferred selection property were the related school and the DSP School House site together.

SETTLEMENT LEGISLATION

10.18 The settlement legislation will, on the terms provided by part 15 of the legislative matters schedule, enable the transfer of the commercial redress properties and the deferred selection properties.

RFR OVER EXCLUSIVE RFR LAND

10.19 Te Rarawa are to have a right of first refusal in relation to a disposal by the Crown of exclusive RFR land.

10.20 The right of first refusal set out in clause 10.19 is to be on the terms set out in part 17 of the legislative matters schedule and, in particular, will apply:

10.20.1 for a term of 172 years from the settlement date; and

10.20.2 only if the exclusive RFR land:

(a) on the settlement date, is vested in the Crown, or held in fee simple by the Crown or a Crown body; and

(b) is not being disposed of in any of the circumstances specified by paragraphs 17.3.3 or 17.10 or 17.12 of the legislative matters schedule.

RFR OVER SHARED RFR LAND

10.21 Te Rarawa and each of the other relevant iwi, being those iwi listed in the "other relevant iwi" column against a property in part 3 of the attachments, are to have a shared right of first refusal in relation to a disposal by the Crown of that property.

10.22 The right of first refusal set out in clause 10.21 is to be on the terms set out in part 17 of the legislative matters schedule and, in particular, will apply:

10.22.1 for the RFR period as set out in clause 10.23.2; and

10.22.2 only if, from the commencement of the RFR period, that land:

(a) is vested in the Crown, or held in fee simple by the Crown or a Crown body; and

(b) is not being disposed of in any of the circumstances specified by paragraphs 17.3.3 or 17.10 or 17.12 of the legislative matters schedule.

10.23 The legislative matters schedule is to provide:

10.23.1 any rights that the other relevant iwi may have under clause 10.21 are subject to settlement legislation being passed approving those rights; and

10.23.2 the RFR period for each property that is shared RFR land is the period of 172 years starting on:

(a) the settlement date, if settlement legislation approving the other relevant iwi's rights has been passed by or on the settlement date; or

(b) if settlement legislation approving the other relevant iwi's rights has not been passed by or on the settlement date, the earlier of the following dates:

(i) 24 months after the settlement date; or

(ii) the settlement date under the settlement legislation approving the other relevant iwi's rights.

RFR OVER BALANCE RFR LAND

10.24 The remaining iwi are to have a right of first refusal in relation to a disposal by the Crown of balance RFR land.

10.25 The right of first refusal set out in clause 10.24 is to be on the terms set out in part 17 of the legislative matters schedule and, in particular, will apply:

10.25.1 for a term of 172 years from the settlement date; and

10.25.2 only if, on the settlement date, that land:

(a) is vested in the Crown, or held in fee simple by the Crown or a Crown body; and

(b) is not being disposed of in any of the circumstances specified in paragraphs 17.10 or 17.12 of the legislative matters schedule.

10.26 The legislative matters schedule is to provide that any rights that the remaining iwi may have under clause 10.24 are subject to settlement legislation being passed approving those rights.

10: FINANCIAL AND COMMERCIAL REDRESS

11 SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

SETTLEMENT LEGISLATION

11.1 Within six months after the date of this deed, the Crown will propose the draft settlement bill for introduction to the House of Representatives.

11.2 The draft settlement bill proposed for introduction must:

11.2.1 include all matters required to give effect to this deed and, in particular, the legislative matters schedule; and

11.2.2 reflect, as appropriate for the purposes of Parliament, the drafting conventions of the Parliamentary Counsel Office; and

11.2.3 be in a form that is satisfactory to Te Rūnanga o Te Rarawa trustees and the Crown.

11.3 Te Rarawa and Te Rūnanga o Te Rarawa trustees will support the passage through Parliament of the settlement legislation.

SETTLEMENT CONDITIONAL

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

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

11.5.1 clause 7.100; and

11.5.2 part 8;

11.5.3 clause 9.47;

11.5.4 clauses 11.4 to 11.12; and

11.5.5 paragraph 1.3, and parts 2 to 6, of the general matters schedule.

EFFECT OF THIS DEED

11.6 This deed:

11.6.1 is “without prejudice” until it becomes unconditional; and

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

11.7 Clause 11.6 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

Despite clause 11.6, the parties agree that either of them may file a copy of this deed with the Waitangi Tribunal in relation to any application under sections 8A to 8HI of the Treaty of Waitangi Act 1975 in respect of any land that is within the area of interest. In

doing so, the parties record their understanding that until this deed is signed it only represents the Crown's best offer to be presented to Te Rarawa. The parties agree to consult one another before filing this deed or copies of specific provisions of this Deed with the Waitangi Tribunal.

11.8 This deed is subject to any recommendation made by the Waitangi Tribunal in relation to any application under sections 8A-8HI of the Treaty of Waitangi Act 1975 in respect of any land that is within the area of interest.

11.9 In the event that the Waitangi Tribunal makes any recommendation in relation to any application under sections 8A-8HI of the Treaty of Waitangi Act 1975 that affects any redress in this deed of settlement the Crown and Te Rūnanga o Te Rarawa trustees must, in good faith, enter into negotiations to conclude a settlement.

TERMINATION

11.10 The Crown or Te Rūnanga o Te Rarawa trustees may terminate this deed, by notice to the other, if:

11.10.1 the settlement legislation has not come into force within 24 months after the date of this deed; and

11.10.2 the terminating party has given the other party at least 20 business days notice of an intention to terminate.

11.11 If this deed is terminated in accordance with its provisions, it:

11.11.1 (and the settlement) are at an end; and

11.11.2 does not give rise to any rights or obligations; and

11.11.3 remains “without prejudice”.

12 GENERAL, INTEREST, DEFINITIONS AND INTERPRETATION

GENERAL

12.1 The general matters schedule includes provisions in relation to:

12.1.1 the implementation of the settlement;

12.1.2 the Crown's tax indemnities in relation to redress;

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

12.1.4 amending this deed.

INTEREST

12.2 The Crown must pay to Te Rūnanga o Te Rarawa trustees on the settlement date, interest on the following amounts:

12.2.1 $33,840,000; and

12.2.2 $26,980,000, being the financial and commercial redress amount less the on-account payment amount; and

12.2.3 $11,118,754 being the total transfer values of the commercial redress properties being transferred to Te Rūnanga o Te Rarawa trustees on the settlement date.

12.3 The interest under clause 12.2.1 is payable for the period:

12.3.1 beginning on 16 January 2010 being the date of the Te Hiku agreement in principle; and

12.3.2 ending on the day before the on-account payment is made in accordance with clause 10.2.

12.4 The interest under clause 12.2.2 is payable for the period:

12.4.1 beginning on the date the on-account payment is made in accordance with clause 10.2; and

12.4.2 ending on the day that is 19 business days after the settlement legislation comes into force.

12.5 The interest under clause 12.2.3 is payable for the period:

12.5.1 beginning on the day that is 20 business days after the settlement legislation comes into force; and

12.5.2 ending on the day before the settlement date.

12.6 The interest amounts payable under clause 12.2 are:

12.6.1 payable at the rate from time to time set as the official cash rate by the Reserve Bank, calculated on a daily basis but not compounding;

12.6.2 subject to any tax payable in relation to them; and

12.6.3 payable after withholding any tax required by legislation to be withheld.

HISTORICAL CLAIMS

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

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

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

(i) from the Te Tiriti o Waitangi / the Treaty of Waitangi or its principles;

(ii) under legislation;

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

(iv) from fiduciary duty; or

(v) otherwise; and

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

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

(ii) by or under legislation; and

12.7.2 includes every claim to the Waitangi Tribunal to which clause 12.7.1 applies that relates exclusively to Te Rarawa or a representative entity, including the following claims:

(a) Wai 112 (Kaitaia Lands claim);

(b) Wai 128 (Hokianga Lands and Waters claim);

(c) Wai 243 (Warawara Forest claim);

(d) Wai 273 (Tapuwae Incorporation claim);

(e) Wai 341 (Te Karae Block claim);

(f) Wai 403 (Mitimiti Land claim);

(g) Wai 450 (Waireia Lands claim);

(h) Wai 452 (Tapuwae and Other Land Blocks claim);

(i) Wai 626 (Te Kohanga No 1 Block claim);

(j) Wai 696 (Ngāti Haua Rohe (Muriwhenua) claim);

(k) Wai 730 (Te Rarawa ki Muriwhenua claim);

(l) Wai 805 (Rawhitiroa and Owhata Lands (Northland) claim);

(m) Wai 981 (Ngaitupoto Hokianga Lands claim);

(n) Wai 1669 (Hapakuku Hapū Claim);

(o) Wai 1671 (Te Whānau Kendall Trust Claim);

(p) Wai 1690 (Ngāti Haua (Taylor) Claim);

(q) Wai 1695 (Descendants of Tepora Paraone and Keene Ihaka Claim);

(r) Wai 1699 (Tangonge (Kaitaia Lintel) Claim);

(s) Wai 1701 (Te Rarawa (Piripi) Claim);

(t) Wai 1968 (Tutamoe Pā (Rueben Porter) Claim);

(u) Wai 2009 (Parewhero Hapū Claim); and

12.7.3 includes every other claim to the Waitangi Tribunal to which clause 12.7.1 applies, so far as it relates to Te Rarawa or a representative entity, including the following claims:

(a) Wai 22 (Muriwhenua Fisheries and SOE claim);

(b) Wai 45 (Muriwhenua Land claim);

(c) Wai 82 (Pingongo Pā - Parish of Omanaia claim);

(d) Wai 118 (Mapere 2 claim);

(e) Wai 249 (Ngapuhi Nui Tonu claim);

(f) Wai 250 (Hokianga Fisheries claim);

(g) Wai 262 (Indigenous Flora and Fauna and Cultural Intellectual Property claim);

(h) Wai 462 (Maungataniwha and Raetea Forests claim);

(i) Wai 548 (Takahue No 1 Block claim);

(j) Wai 763 (Kapehu Blocks and Rating claim);

(k) Wai 765 (Muriwhenua South Block and Part Wharemaru Block claim);

(l) Wai 861 (Tai Tokerau District Māori Council Lands);

(m) Wai 974 (Kaikohe Whenua Public Works claim);

(n) Wai 985 (Hokianga Regional Lands claim);

(o) Wai 1040 (Te Paparahi o Te Raki claim);

(p) Wai 1359 (Muriwhenua Land Blocks claim); and

(q) Wai 1662 (Muriwhenua Hapū Collective claim);

(r) Wai 1981 (Mangonui, Parapara and Kenana (Boynton) Claim); and

(s) Wai 2000 (Harihona Whānau Claim).

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

12.8.1 a claim that a member of Te Rarawa, or a whānau, hapū, or group referred to in clause 12.12.2, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in clause 12.13 or clause 12.14; and

12.8.2 a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 12.8.1.

12.9 For the avoidance of doubt, the term "historical claims" does not include the contemporary aspects of the:

12.9.1 Wai 262 (Indigenous Flora and Fauna and Cultural Intellectual Property claim); and

12.9.2 Wai 1040 (Te Paparahi o Te Raki claim);

12.10 Any historical claims relating to grievances that occurred or arose between 10 October 1975 and 21 September 1992 are captured by the definition of "historical claims".

12.11 To avoid doubt, clause 12.7.1 is not limited by clauses 12.7.2 or 12.7.3.

TE RARAWA

12.12 In this deed, **Te Rarawa**:

12.12.1 means the collective group, composed of individuals and groups referred to in clause 12.12.2 below;

12.12.2 means:

(a) every individual who is descended from a Te Rarawa ancestor; and

(b) every individual who is descended from an Affiliate ancestor; and

(c) every individual who is a member of an iwi, hapū, group, family or whānau referred to in clause 12.12.3; and

12.12.3 includes:

(a) the hapū in the list of hapū of Te Rarawa; and

(b) any iwi, hapū, group, family, or whānau to the extent that the iwi, hapū, group, family, or whānau is composed of individuals referred to in clause 12.12.2.

12.13 In this deed, **Te Rarawa ancestor** means an individual who exercised customary rights predominantly in relation to the area of interest at any time after 6 February 1840 by virtue of their being descended from a recognised ancestor of a hapū specified in part 1 of the list of hapū of Te Rarawa.

12.14 In this deed, **Affiliate ancestor** means an individual who exercised customary rights predominantly in relation to the Herekino, Epaakauri, Orowhana and Te Tauroa areas at any time after 6 February 1840 by virtue of:

12.14.1 their being descended from a recognised ancestor of a hapū specified in part 2 of the list of hapū of Te Rarawa; and

12.14.2 in the case of Ngāti Wairupe-Ngāti Kuri, their being descended from Houmeaiti and the marriage of Wairupe to Kuri.

12.15 To avoid doubt, Ngāti Wairupe and Ngāti Kuri are interchangeable terms to the extent that they describe the people comprising the hapū Ngāti Wairupe-Ngāti Kuri.

12.16 For the purposes of clauses 12.12, 12.13, and 12.14, the **list of hapū of Te Rarawa** means the list in clause 12.19 below.

12.17 For the purposes of clause 12.13, **customary rights** means rights according to tīkanga Māori (Māori customary values and practices), including:

12.17.1 rights to occupy land; and

12.17.2 rights in relation to the use of land or other natural or physical resources.

12.18 A person is descended from another person if the first person is descended from the other by:

12.18.1 birth;

12.18.2 legal adoption; or

12.18.3 Māori customary adoption in accordance with Te Rarawa tīkanga.

12.19 **List of hapū of Te Rarawa** means:

Part 1:

(a) Kohatutaka
(b) Ngāi Tūpoto
(c) Ngāti Hauā
(d) Ngāti Here
(e) Ngāti Hine
(f) Ngāti Manawa

(g) Ngāti Moroki
(h) Ngāti Moetonga
(i) Ngāti Pakahi
(j) Ngāti Tamatea
(k) Ngāti Te Ao
(l) Ngāti Te Maara
(m) Ngāti Te Rēinga
(n) Ngāti Torotoroa
(o) Ngāti Waiora
(p) Parewhero
(q) Patupinaki
(r) Patutoka
(s) Popoto
(t) Tahawai
(u) Tahukai
(v) Taomaui
(w) Te Hokokeha
(x) Te Ihutai
(y) Te Kaitutae
(z) Te Patukirikiri
(aa) Te Rokeka
(bb) Te Uri o Hina
(cc) Te Uri o Tai
(dd) Te Waiariki
(ee) Whānau Pani

Part 2:

(a) Te Aupōuri
(b) Ngāti Wairupe-Ngāti Kuri

12.20 In this deed, **member of Te Rarawa** means a person who is referred to in clause 12.12.2.

MANDATED NEGOTIATORS AND SIGNATORIES

12.21 In this deed:

12.21.1 **mandated negotiators** means the following individuals:

(a) Haami Piripi;
(b) Joseph Cooper;
(c) Paul White; and
(d) Malcolm Peri;

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

(a) ***[name, place of residence, occupation]***; and
(b) ***[name, place of residence, occupation]***; and

12.21.3 if an individual named in clause 12.21.2 dies or becomes incapacitated, the remaining individuals are the mandated signatories for the purposes of this deed.

ADDITIONAL DEFINITIONS

12.22 The definitions in part 5 of the general matters schedule apply to this deed.

INTERPRETATION

1.2 Part 6 of the general matters schedule applies to the interpretation of this deed.

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

SIGNED for and behalf of)
TE RARAWA
by the Trustees of Te Rūnanga o Te)
Rarawa
in the presence of:)

[**name**]

Signature of Witness

[**name**]

Witness Name:

Occupation:

Address:

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

Hon Christopher Finlayson

Signature of Witness

Witness Name

Occupation

Address

The Minister of Finance only in relation to the indemnities given in part 2 (Tax) of the General Matters Schedule of this Deed in the presence of:

Hon Simon William English

Signature of Witness

Witness Name

Occupation

Address

Other witnesses / members of Te Rarawa who support the settlement