

NGĀTI TAMA KI TE TAU IHU

and

THE CROWN

**DEED OF SETTLEMENT OF
HISTORICAL CLAIMS**

[20 April 2013]

PURPOSE OF THIS DEED

This deed:

- sets out an account of the acts and omissions of the Crown before 21 September 1992 that affected Ngāti Tama ki Te Tau Ihu and breached the Treaty of Waitangi and its principles;
- provides an acknowledgment by the Crown of the Treaty breaches and an apology to Ngāti Tama ki Te Tau Ihu;
- settles the historical claims of Ngāti Tama ki Te Tau Ihu;
- sets out the terms of the agreement negotiated between the Crown and Ngāti Tama ki Te Tau Ihu in respect of the full and final settlement of the historical Treaty of Waitangi claims of Ngāti Tama ki Te Tau Ihu;
- specifies the cultural redress, and the financial and commercial redress, that is to be provided in settlement to the Ngāti Tama ki Te Waipounamu Trust [which has been approved by Ngāti Tama ki Te Tau Ihu as the governance entity to receive the redress;]
- includes definitions of:
 - the historical claims; and
 - Ngāti Tama ki Te Tau Ihu;
- provides for other relevant matters; and
- is conditional upon settlement legislation coming into force.

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DEED OF SETTLEMENT

THIS DEED is made between

NGĀTI TAMA KI TE TAU IHU

and

THE CROWN

1 BACKGROUND

NEGOTIATIONS

- 1.1 Ngāti Tama ki Te Tau Ihu gave a mandate to Tainui Taranaki ki Te Tonga Limited to negotiate the settlement of certain Treaty claims in Te Tau Ihu including the historical Treaty claims of Ngāti Tama ki Te Tau Ihu. Two representatives were appointed to Tainui Taranaki ki Te Tonga Limited by the Ngati Tama Manawhenua Ki Te Tau Ihu Trust to negotiate a deed of settlement with the Crown on behalf of Ngāti Tama ki Te Tau Ihu.
- 1.2 A deed of mandate was submitted to the Crown in December 2005 which the Crown recognised on 3 October 2006.
- 1.3 The Crown and the representatives of Ngāti Tama ki Te Tau Ihu appointed by the Ngati Tama Manawhenua Ki Te Tau Ihu Trust:
 - 1.3.1 by terms of negotiation with Tainui Taranaki ki te Tonga Limited dated 27 November 2007 and signed by Fred Te Miha and Robert McKewen on behalf of Ngāti Tama ki Te Tau Ihu, agreed the scope, objectives and general procedures for the negotiations;
 - 1.3.2 by letter of agreement with Tainui Taranaki ki te Tonga Limited dated 11 February 2009 and signed by Fred Te Miha and Robert McKewen on behalf of Ngāti Tama ki Te Tau Ihu, agreed, in principle, that Ngāti Tama ki Te Tau Ihu and the Crown were willing to enter into a deed of settlement on the basis set out in the letter of agreement; and
 - 1.3.3 since the letter of agreement, have:
 - (a) had extensive negotiations conducted in good faith; and
 - (b) negotiated and initialled a deed of settlement.
- 1.4 The negotiation of this deed of settlement has formed part of a wider process of settling the historical claims of iwi with interests in Te Tau Ihu. This regional context is reflected in various aspects of this deed of settlement (including the redress that is joint redress with other iwi with interests in Te Tau Ihu).

RATIFICATION AND APPROVALS

- 1.5 Ngāti Tama ki Te Tau Ihu have, since the initialling of the deed of settlement, by a majority of:
 - 1.5.1 **[percentage]**%, ratified this deed and approved its signing on their behalf by the trustees of Ngati Tama Manawhenua Ki Te Tau Ihu Trust; and
 - 1.5.2 **[percentage]**%, approved the Ngāti Tama ki Te Waipounamu Trust as an appropriate body to receive and manage the redress on behalf of the Ngāti Tama ki Te Tau Ihu.

NGĀTI TAMA KI TE TAU IHU DEED OF SETTLEMENT

1: BACKGROUND

- 1.6 Each majority referred to in clause 1.5 is of valid votes cast in a ballot by eligible members of Ngāti Tama ki Te Tau Ihu.
- 1.7 The Crown is satisfied with the ratification and approvals of Ngāti Tama ki Te Tau Ihu referred to in clauses 1.5.1 and 1.5.2.
- 1.8 The ratification process referred to in clauses 1.5 to 1.7, as it relates to the draft settlement bill, covers only:
 - 1.8.1 those parts of the draft settlement bill that relate specifically to Ngāti Tama ki Te Tau Ihu; and
 - 1.8.2 those general parts of the draft settlement bill that apply to Ngāti Tama ki Te Tau Ihu.

AGREEMENT

- 1.9 Therefore, the parties:
 - 1.9.1 wish, in good faith and in a spirit of co-operation and compromise, to enter into this deed settling the historical claims; and
 - 1.9.2 agree and acknowledge as provided in this deed.

2 HISTORICAL ACCOUNT

- 2.1 This is an account of the historical events on which the Crown's acknowledgements and apology to Ngāti Tama ki Te Tau Ihu in Part 3 are based.

NO HAWAIKI KI TE TAU IHU O TE WAKA A MAUI

- 2.2 Ngāti Tama trace their roots to the *Tokomaru* waka from Hawaiki, and take their name from Tamaariki, one of the five co-captains aboard the vessel. Whakapapa of these rangatira and others aboard, the sagas of their journey and eventual establishment in northern Taranaki are preserved in tribal traditions. Inter marriages between the senior lines of Ngāti Tama and other Taranaki and coastal Tainui tribes forged close relations between these groups.
- 2.3 Around 1820 an alliance of Tainui and Taranaki tribes, including some Ngāti Tama under their paramount chief Te Pūoho ki te Rangī, participated in a raid to Te Upoko o Te Ika (southern North Island). By the mid-1820s these tribes had established themselves at Kapiti Island and on the mainland east and south to Cook Strait. Relationships based on trade, service provision, and marriage, were established with whalers.
- 2.4 Eventually the Tainui and Taranaki alliance crossed Cook Strait to Te Tau Ihu o te Waka a Maui (the northern South Island). Te Pūoho ki Te Rangī, other Ngāti Tama chiefs, and rangatira from other iwi led the invasion of western Te Tau Ihu. After the invasion members of the Tainui and Taranaki alliance, including Ngāti Tama, established permanent communities in the northern South Island. Ngāti Tama thus established customary rights in Te Tau Ihu by raupatu followed by occupation.
- 2.5 Ngāti Tama established pa and kainga at several localities in Te Tau Ihu and at some places in northern Te Tai Poutini (Westland). In Te Tau Ihu, Ngāti Tama's main pā were at Wakapuaka (near Nelson) and at Wainui, Takaka, Tukurua and Parapara in Mohua (Golden Bay). Ngāti Tama used the rich resources available in the districts, including flora, fauna, minerals and kaimoana. Te Pūoho revisited Te Upoko o Te Ika (and Taranaki) to maintain rangatiratanga within northern Ngāti Tama communities, and to attend to his land interests.
- 2.6 In 1836 Te Pūoho was killed at Tuturau in Southland, along with other Ngāti Tama. Some who accompanied him on the southern expedition were taken captive, including Paremata Te Wahapiro, Te Pūoho's nephew/stepson. Subsequently, Wi Katene Te Pūoho, the youngest of Te Pūoho's four sons, became paramount chief of Ngāti Tama ki Te Tau Ihu. Paremata was subsequently freed to rejoin his whanau at Wakapuaka in 1839-1840.

THE NEW ZEALAND COMPANY PURCHASES

- 2.7 The New Zealand Company was a private land-settlement company formed in London in 1839 to establish settlements in New Zealand. The Company's initial colonisation theory and scheme sought to take Māori interests into account. Lands required for the Company's initial settlements would be purchased from resident Māori (not taken by decree or physical force) and one-tenth of the total land purchased would be reserved for the benefit of the vendor chiefs and their families. An allocation

NGĀTI TAMA KI TE TAU IHU DEED OF SETTLEMENT

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procedure based on a ballot held in London determined the order of selection of sections, including the Tenths Reserves.

- 2.8 By mid-1839 the British Government had decided to acquire sovereignty over New Zealand. With sovereignty would come the Crown's sole right to purchase land (the right of pre-emption). Before British sovereignty was proclaimed and Crown pre-emption established, the New Zealand Company dispatched representatives to New Zealand to purchase the land it required.
- 2.9 On 25 October 1839 the New Zealand Company and a number of rangatira from another iwi signed an English language deed at Kapiti by which the Company purported to purchase approximately 20 million acres including the entire Te Tau Ihu district. A similar deed was signed on 8 November 1839 with 30 rangatira of Totaranui (Queen Charlotte Sound). In these two deeds, the Company undertook to select and hold "suitable and sufficient" reserves in trust "for the future benefit of the said chiefs, their families, tribes and successors, forever".
- 2.10 The Kapiti Deed was not brought to the South Island and the Queen Charlotte Sound Deed was not taken west of Totaranui, thereby denying resident iwi, including Ngāti Tama ki Te Tau Ihu, the opportunity to consider whether they wished to sign the agreements. No Ngāti Tama ki Te Tau Ihu signed either of the Company's deeds.

THE TREATY OF WAITANGI IN TE TAU IHU

- 2.11 In January 1840 the Crown proclaimed that it would only recognise land titles derived from the Crown and that all pre-1840 land purchases from Māori were to be investigated by a commission of inquiry.
- 2.12 No Ngāti Tama ki Te Tau Ihu chiefs signed the Treaty of Waitangi. The Treaty was not taken to districts west of Rangitoto (D'Urville Island), and therefore resident iwi, including Ngāti Tama ki Te Tau Ihu, had no opportunity to consider whether they wished to formally accept British citizenship and protections guaranteed in the Treaty.

AGREEMENT BETWEEN CROWN AND NEW ZEALAND COMPANY

- 2.13 The New Zealand Company had spent large sums of money associated with colonisation, including the purchase of land. Recognising this, in November 1840, the British Government and the New Zealand Company negotiated an arrangement by which land would be provided by Crown grant to the Company in New Zealand. Under the arrangement the Crown would grant the Company four acres for every £1 the Company had expended on its colonisation operations in Britain and New Zealand. The lands to be granted to the Company were to be in the vicinity of Port Nicholson and New Plymouth. The arrangement included the statement that the Crown would make reserves "for the benefit of" Māori out of the land granted "according to the tenor" of any such stipulations already made by the Company. In respect of "all other lands", the Crown reserved to itself the ability to make arrangements that it considered were "just and expedient for the benefit of" Māori.
- 2.14 When entering into this agreement with the New Zealand Company, the Crown appeared to have assumed that the Company's transactions were valid. However, the British Government still required the Land Claims Commission to investigate the validity of the Company's claims.

NGĀTI TAMA KI TE TAU IHU DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

ESTABLISHMENT OF THE NELSON SETTLEMENT

- 2.15 In October 1841 Company officials, led by Captain Arthur Wakefield, explored western Te Tau Ihu for a suitable location for a new settlement. Ngāti Tama ki Te Tau Ihu's paramount chief, Wi Katene Te Pūoho, was present at negotiations with Captain Wakefield at Kaiteriteri and elsewhere in Te Tai o Aorere (Tasman Bay). Wi Katene, his brother Paremata Te Wahapiro, other Ngāti Tama ki Te Tau Ihu chiefs, and chiefs of certain other Te Tau Ihu iwi, received gifts distributed by Captain Wakefield in recognition of the Company taking possession of the land.
- 2.16 During his meetings with Māori, Captain Arthur Wakefield claimed that their lands had been purchased in the 1839 deeds, and that the gifts were "a present upon settling on the land". Some Ngāti Tama ki Te Tau Ihu chiefs from Wakapuaka voiced objections to their land being sold by non-residents, but accepted the gifts.
- 2.17 The Ngāti Tama ki Te Tau Ihu chiefs, especially Wi Katene Te Pūoho, seemed to enjoy good relations with Captain Wakefield who recorded that "Emanu [Wi Katene] is a very respectable man". 'Te Kiore' (Paremata Te Wahapiro) and 'E Haro' arranged with Captain Wakefield to provide Ngāti Tama ki Te Tau Ihu with temporary use of surveyed sections in the Nelson Town area for cultivating potatoes and other crops for sale to settlers. Ngāti Tama were to vacate the sections when settler owners arrived in Nelson.
- 2.18 According to the prospectus for its Nelson settlement the Company planned 1,100 allotments of 201 acres each. Each allotment would comprise one 1-acre Nelson Town Section, one 50-acre Suburban Section, and one 150-acre Rural Section. The total area required for its Nelson scheme was 221,000 acres. Each section was to be chosen by investors in the scheme according to orders of choice assigned by ballot in London. Māori were to have 100 of the allotments (20,100 acres), comprising one-eleventh of the whole settlement lands across Town, Suburban and Rural sections.
- 2.19 By April 1842 the town of Nelson had been surveyed. Surveying then began at Motueka and Moutere. The Company surveyor assured a Motueka chief they would retain their cultivations at Te Maatu (The Big Wood). The Company did include some Māori, cultivations at Te Maatu in the land it surveyed for selection.
- 2.20 Following the establishment of the Nelson settlement 100 town sections in Nelson (100 acres) and 100 suburban sections at Motueka and Moutere (5,000 acres) were selected as 'native reserves' for Māori. Where possible, areas occupied and cultivated by Māori were selected as 'native reserves'. However, because the order of selection was determined by ballot, some sections containing areas of Māori cultivation were selected by settlers, before they could be selected as native reserves. From late 1842 through 1843 there were several instances at Motueka in which local Māori obstructed the attempts of New Zealand Company settlers to occupy their sections.

WAIRAU AFFRAY

- 2.21 In December 1842 the New Zealand Company attempted to survey the Wairau district for rural sections for settlers. Another iwi strongly opposed the survey and in June 1843 a clash at the Tuamarina stream resulted in the loss of Māori and Pākehā lives. Even though Ngāti Tama ki Te Tau Ihu were not direct participants, relationships

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between Māori and Europeans of Te Tau Ihu were severely damaged by the Wairau incident.

- 2.22 Ngāti Tama ki Te Tau Ihu were, however, directly involved in disputes and confrontations with Company officers and settlers over the boundary between the northern edge of the Nelson settlement and the Wakapuaka block, which was a primary area of Ngāti Tama occupation. In July 1843 a settler's house was pulled down at Wakapuaka. In 1845 Paremata Te Wahapiro of Ngāti Tama burnt settler properties at Happy Valley, claiming the area had not been included in the sale to the Company. Armed volunteers were assembled, but the situation was defused without violence. In 1847 Wi Katene Te Pūoho disputed the the same boundary during the survey of the western section of the Wakapuaka block. Pitama Iwikau, a Christian resident at Wakapuaka, was instrumental in resolving that confrontation. The southern boundary of the Wakapuaka block was finally settled in 1851.

SPAIN INQUIRY IN NELSON

- 2.23 The Crown appointed William Spain as Land Claims Commissioner to investigate the New Zealand Company's land claims in New Zealand. Spain's hearings in Te Tau Ihu started in Nelson in August 1844. A Sub-Protector of Aborigines attended Spain's Nelson hearing to represent and protect the interests of tangata whenua. Commissioner Spain was assisted by an interpreter who visited several pa and kainga before Spain's arrival in Nelson.
- 2.24 Commissioner Spain first heard from New Zealand Company witnesses. These were followed by a rangatira from another iwi who testified that only certain places had been transferred for European settlement. Colonel William Wakefield and the Sub-Protector told Commissioner Spain that this rangatira was not telling the truth and asked for the hearing to be adjourned for the day. Before the hearings reconvened the next morning, Colonel Wakefield asked Commissioner Spain to suspend the inquiry and adopt an arbitration process, which had already been used in other areas, to negotiate a further payment by the Company to local Māori in order to complete the purchase. Commissioner Spain agreed and abandoned the hearing of further witnesses. Other chiefs, including Paremata Te Wahapiro of Ngāti Tama ki Te Tau Ihu, who may have intended to testify, were thus prevented from doing so.
- 2.25 On 24 August 1844, following arbitrated negotiations, it was determined that a further payment of £800 would be paid to Māori of the Nelson districts. The additional money was described by Commissioner Spain as another gift to assist European settlement rather than a further payment for the land.
- 2.26 Three Deeds of Release were signed by Māori as receipts for this payment and the relinquishment of claims to land at Wakatū, Waimea, Moutere, Motueka, Riwaka and Golden Bay. In 1844 certain Ngāti Tama ki Te Tau Ihu rangatira signed the 'Whakapuaka' Deed of Release and received £200. The deeds of release excluded all Māori pā, cultivations and burial places.
- 2.27 Ngāti Tama Ki Te Tau Ihu rangatira from Golden Bay had not been present at the Commissioner's hearing or the negotiations for compensation which followed. Nevertheless a sum of £290 was reserved for them from the £800 payment. At a hui at Motupipi in late August 1844 Māori refused to accept the £290 allotted to them, stating that they had been previously unaware of the value of the coal on their land and now sought a larger payment for it. The money was lodged in a bank until the

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chiefs decided to accept, which they eventually did in October 1845. A deed of sale, rather than a Deed of Release, was subsequently signed in May 1846. Te Meihana Te Ao, the senior Ngāti Tama ki Te Tau Ihu chief at Takaka, later complained that he did not receive a share of the payment intended for him.

- 2.28 A statement, given to a Golden Bay chief at the time the 1846 deed was signed, recorded that pā, burial places and cultivations would be left out of the land chosen by Pākehā, and some reserves would also be set aside. In 1847 a Crown representative and a Company official visited pā and kainga along the Abel Tasman coast and throughout Golden Bay to set out reserves for local Māori that would be "sufficient for their present and future wants". The Crown official was authorised to allocate about 2,000 acres as reserves, but he interpreted his instructions in a niggardly way. Approximately 1,500 acres of reserves were established for Māori in Golden Bay.
- 2.29 In his final report on the Nelson Inquiry, Commissioner Spain recommended an award to the New Zealand Company of 151,000 acres in the Nelson, Waimea, Moutere, Motueka and Golden Bay districts. This recommendation was based on Commissioner Spain's view that the 'presents' given by Captain Wakefield in 1841 and 1842 were understood by Māori to be payments for the permanent alienation of their land and also the acknowledgment, by several North Island rangatira who had signed the 1839 Kapiti Deed, that they had included "Wakatu" and "Taitapu" at least in that Deed. Commissioner Spain reached this finding despite Captain Wakefield informing Māori at the time that the presents were only for allowing settlement, and were not to be considered as payment.
- 2.30 The Commissioner's recommendation was confirmed by Governor FitzRoy who signed a deed of Crown grant on 29 July 1845. The New Zealand Company, however, objected to several aspects of the grant. As a result, the 1845 Crown grant was subsumed and replaced by a new Crown grant in 1848. The 1848 grant included the area contained in the 1845 grant, as well as the area covered by the 1847 Wairau purchase and some additional lands.

TENTHS RESERVES

- 2.31 Commissioner Spain's recommended award of 151,000 acres to the New Zealand Company "saved and excepted" all Māori pā, cultivation, burial places, and "native reserves". The award provided that "the entire quantity of land so reserved" for Māori was to be one tenth of the 151,000 acres awarded to the Company. These provisions were subsequently included in the Crown's provisional grant of 151,000 acres to the New Zealand Company in 1845. The plan attached to the Crown grant showed the 5,100 acres of "native reserves" at Nelson and Motueka that had been selected in 1842. The remaining 10,000 acres of reserves had not, at that time, been identified, surveyed or selected.
- 2.32 In 1847, at the request of settlers for a reorganisation of the settlement and reduction in the number of allotments from 1,000 to 530, Governor Grey agreed to a proportionate reduction in the number of one-acre Nelson Township reserves from 100 to 53. There is no evidence that Māori were consulted about the reduction in the number of reserves. The number of 50-acre suburban reserves remained unchanged.
- 2.33 The extent of the reserves in the Nelson settlement was finalised in 1848 when the Crown signed and delivered a new and final grant to the New Zealand Company. This grant replaced the earlier 1845 Crown grant. The 1848 grant excepted and

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reserved "all paha, burial places, and Native reserves" that were identified on plans attached to the grant. Unlike the 1845 grant, it did not except one-tenth of the land as "native reserves". The 1848 grant reserved at Nelson and Motueka the 5,053 acres of township and suburban land that had already been selected as reserves. These areas later became known as the Nelson and Motueka "Tenths". The grant made no distinction between reserves intended to be leased to produce an income and those reserves later occupied and used by Māori. The Crown grant also excepted reserves that had been created for Māori in the Wairau district and in Golden Bay. Following the 1848 grant no additional areas of land in Nelson and Motueka were created as native reserves. No rural tenths, as planned under the initial New Zealand Company scheme, were ever reserved.

MOTUEKA OCCUPIED TENTHS

- 2.34 During his Nelson hearing Commissioner Spain attempted to rectify an issue at Motueka whereby an area of Te Maatu (The Big Wood) had been included in the sections surveyed by the New Zealand Company and made available for selection by settlers. Commissioner Spain considered that, at the time of the Company's arrival in Tasman Bay, Māori had stipulated they would retain "a certain portion" of Te Maatu and their pā and cultivations. Spain therefore arranged the exchange of eight unsold suburban sections (400 acres) in the Te Maatu region for eight reserves of the same size at Motueka that were not occupied by Māori. In 1848-1849, a further 300 acres of the Motueka reserves were exchanged for sections at Te Maatu owned by absentee settlers.
- 2.35 Between 1856 and 1862 Crown officials allocated all or parts of several Motueka Tenths sections, including some of those acquired through the exchanges, to Motueka Māori for their occupation. In 1862 parts of four reserves at Motueka were allocated to the Ngapiko whanau of Ngāti Tama ki Te Tau Ihu. The Crown official who arranged the allocation noted that these Ngāti Tama individuals had "no land in the District".
- 2.36 The effect of these exchanges was that Motueka Māori were able to use these and other reserves for their residence and cultivation. However, the occupied portions of these reserves could not be used for leasing to Europeans to produce an income for the Tenths estate.
- 2.37 Furthermore, the occupied Motueka Tenths reserves were still administered by Crown officials as part of the Tenths estate. Ownership was not separately granted to those Māori, including Ngāti Tama, who occupied the sections. Māori had no legal rights over the land they occupied. In 1861 a Crown official suggested that Ngāti Tama ki Te Tau Ihu and other Māori be granted title to Tenths land they occupied. No action was ever taken to implement this suggestion.

1853 WHAKAREWA GRANT

- 2.38 In 1853, following some consultation with Māori, Governor Grey granted land at Motueka to the Church of England to establish a school. Of the 1,078 acres granted only 160 acres was Crown land. The remaining land comprised 918 acres of Tenths reserves at Motueka. Ngāti Tama ki Te Tau Ihu people were among the families who had to move from the Tenths reserves included in the grant when the school was established.

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2: HISTORICAL ACCOUNT

- 2.39 The Whakarewa school was closed in 1881. Subsequently there were petitions and other forms of protest by generations of Motueka Māori seeking the return of the land. Finally, in 1993, following renewed agitation from claimants and non-Māori supporters, and a growing awareness of Treaty of Waitangi issues in the Anglican Church, it was agreed to restore the land to Māori. The Crown gave effect to this through the repeal of the Whakarewa School Trust Empowering Act and the passing of the Ngāti Rarua Atiawa Iwi Trust Empowering Act 1993, which vested the land assets in the Ngāti Rarua Atiawa Iwi Trust. However, the interests of Ngāti Tama ki Te Tau Ihu were not recognised in the establishment of that Trust.

ADMINISTRATION OF THE TENTHS ESTATE

- 2.40 From the 1840s the Nelson and Motueka Tenths were managed as an endowment fund for the benefit of Te Tau Ihu Māori. During the nineteenth century the Government provided few welfare services, and the Tenths fund was of material benefit to Te Tau Ihu Māori. However, in the 1870s and 1880s a Government official criticised the use of Tenths' income to fund Native Schools that were usually paid for by the Government. Through until the 1930s, some expenditure from the Tenths fund continued to be used to pay for services to Māori in Te Tau Ihu which, elsewhere in the country, were provided by the Government.
- 2.41 Between 1842 and 1977, Ngāti Tama ki Te Tau Ihu and other iwi had negligible involvement in the administration of the Tenths estate. Up until 1977 the Tenths estate was administered by largely European institutions. In 1882 the Public Trustee was given responsibility for administering the Tenths reserves. The Westland and Nelson Native Reserves Act 1887 established a standardised term of twenty-one years for all leases of Tenths reserves with a right of renewal in perpetuity. These arrangements favoured the lessee at the expense of the beneficiaries. In 1975 a Commission of Inquiry noted that the "general feeling" among Māori was that perpetual leases forever removed the lands from their control, use or occupancy. The beneficiaries were not consulted about the introduction of perpetual leases and, by 1929, apart from 138 acres of occupied Tenths land, all of the Tenths had become subject to perpetual leases. The perpetual leases guaranteed absolute security of tenure to lessees. They were also supposed to provide a secure source of income to the Public Trustee, but rent reviews were infrequent. Over time the effects of inflation reduced rental returns and disadvantaged the beneficiaries of the Tenths fund.
- 2.42 In 1892 the Native Land Court presided over an application to determine which Māori were beneficially interested in the Tenths reserves. Witnesses representing iwi of Te Tau Ihu presented historical evidence, particularly about the circumstances of the late 1820s-early 1830s raupatu, and subsequent activities of the people.
- 2.43 The Court eventually resolved that raupatu followed by ahi ka roa (continuous occupation) was paramount and, on that basis, determined that four iwi, including Ngāti Tama ki Te Tau Ihu, had "owned" the land comprised within the Nelson Settlement at the time it was sold to the New Zealand Company. The Court then divided the New Zealand Company's deemed purchase area of 151,000 acres between the four iwi, according to the Court's interpretation of their respective rights in each district of Nelson Province. Ngāti Tama ki Te Tau Ihu were allocated 40 of the 151 shares created in the Tenths estate.
- 2.44 The Court also sought to identify individual beneficiaries from each of the four iwi, and in 1895 the Court ratified 285 names, which included surviving original owners and

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2: HISTORICAL ACCOUNT

successors to the deceased. The final list of beneficiaries of the Tenths fund as at 1895 became the Public Trustee's formal record of those whose interests were held and administered by the Public Trustee. The list was also used by the Native Land Court as the basis for determining subsequent applications for succession.

- 2.45 Ngāti Tama ki Te Tau Ihu individuals identified as beneficiaries received a payment from the Tenths fund based on their iwi's proportionate interest in the Tenths as determined by the Native Land Court. There was no means for Ngāti Tama ki Te Tau Ihu to control their funds as an iwi and this undermined the rangatiratanga of Ngāti Tama. Over time, primarily due to succession, individual shareholdings in the Tenths became increasingly fragmented and consequently of less economic value.

ALIENATION OF NGĀTI TAMA KI TE TAU IHU LANDS

- 2.46 Between 1847 and 1856 Crown agents purchased most of the remaining Māori land in Te Tau Ihu. These purchases in western Te Tau Ihu included land in which Ngāti Tama ki Te Tau Ihu resided or held interests.

PAKAWAU PURCHASE

- 2.47 In 1852 The Crown wanted to acquire the 96,000-acre Pakawau block in western Golden Bay because it was rich in minerals, particularly coal, and sought to do this before local Māori became aware of its potential value. Although initial negotiations were conducted mainly with a rangatira from another iwi, other chiefs, including from Ngāti Tama, ki Te Tau Ihu became involved in a contentious investigation of ownership before a deed of sale was signed in May 1852 for £550. The price reflected only the agricultural value of the land. Two reserves totalling 20 acres (later found to contain 265 acres) were created on the block. However, Tomatea, the Ngāti Tama ki Te Tau Ihu pa site at Pakawau (which was occupied by Hori Te Karamu, the half-brother of Wi Katene Te Pūoho), and the neighbouring Waikato Pa (which was occupied by another iwi) were not reserved from the sale.

THE WAIPOUNAMU PURCHASE

- 2.48 In 1853 the Crown set out to acquire most of the remaining Māori land interests in Te Tau Ihu. It began by negotiating a deed in August 1853 with another iwi at Porirua that purported to purchase all remaining unsold land in the Te Tau Ihu district. One of those who signed the deed was the Ngāti Tama rangatira, Paremata Te Wahapiro, who was in Porirua at the time and had close links with the iwi who negotiated the deed. However, Ngāti Tama ki Te Tau Ihu as an iwi was not involved in the actual negotiation. The deed provided for £5,000 to be paid to all Māori with interests in Te Waipounamu. £2,000 was paid in August 1853 to those who signed the deed and the remaining £3,000 was to be distributed among six named Te Waipounamu iwi who did not include Ngāti Tama ki Te Tau Ihu.
- 2.49 Donald McLean, Chief Land Purchase Commissioner, was confident the payment to be made under the 1853 Deed would extinguish the rights of all tribes with interests in Te Tau Ihu. Governor Grey reported, following the signing of the Deed, that the whole of the South Island now belonged to the Crown. However, some resident Te Tau Ihu Māori were unhappy about not being consulted over the deed. In October 1853 Wi Katene Te Pūoho of Ngāti Tama ki Te Tau Ihu wrote to Crown officials in Nelson stating:

NGĀTI TAMA KI TE TAU IHU DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

"I will not give up Whakapuaka for the Queen. Those men agreed to sell it without my authority. Do not think that I am less important than they are. No we are equal".

- 2.50 When the 1853 Deed was signed it was agreed the distribution of the remaining purchase money and the location of the reserves to be created for resident Māori would be settled at a hui in Nelson in January 1854. However, the Nelson hui did not take place as planned and Donald McLean did not travel to Te Tau Ihu to complete the Waipounamu purchase until November 1855. By the time he arrived in Te Tau Ihu he had paid the remaining £3,000 of purchase money to the Porirua iwi and other non-resident Māori. McLean was authorised to spend a further £2,000 to complete the purchase and he decided to enter into further purchase negotiations with the iwi of Te Tau Ihu.
- 2.51 McLean held separate meetings and negotiations with resident Māori in several locations in Te Tau Ihu during 1855 and 1856. In Nelson, on 10 and 13 November 1855, Ngāti Tama ki Te Tau Ihu and another iwi signed a deed of sale for "all our lands in this Island" and received £600.
- 2.52 During the negotiations with Ngāti Tama ki Te Tau Ihu, McLean asserted that the land had been sold by virtue of the 1853 Deed, which Paremata Te Wahapiro of Ngāti Tama had signed. Wi Katene Te Pūoho of Ngāti Tama ki Te Tau Ihu vigorously dismissed McLean's assertion, and argued that those who signed the 1853 Deed had no right to sell Wakapuaka. McLean reluctantly yielded, and 17,749 acres at Wakapuaka was excluded from the sale and remained Māori customary land. In negotiations with other Te Tau Ihu Māori, McLean was similarly obliged to exclude Rangitoto and Te Tai Tapu from the Waipounamu purchase areas. In March 1856 McLean made a further unsuccessful attempt to purchase Wakapuaka from Ngāti Tama ki Te Tau Ihu.
- 2.53 The northern boundary of the Wakapuaka block was determined in 1862 when a Crown official met Wi Katene of Ngāti Tama ki Te Tau Ihu and a rangatira of another iwi. After considerable argument it was eventually agreed the Whangamoā River would form the northern boundary of the Wakapuaka block.
- 2.54 During McLean's negotiations with Ngāti Tama Ki Te Tau Ihu in November 1855 some Ngāti Tama indicated they believed certain areas in Golden Bay, which the Crown thought to be included in the earlier New Zealand Company purchase, had not been alienated. Following the signing of the 1855 Deed with Ngāti Tama ki Te Tau Ihu, McLean sent an official to investigate the claims and, if necessary, negotiate with Māori over those places.
- 2.55 The official found that Ngāti Tama ki Te Tau Ihu individuals at Separation Point, Takaka, Te Parapara and Tukurua claimed that they had not received a share of the New Zealand Company's compensation money ratified by Commissioner Spain. The claimants refused to accept compensation money offered by the official and asked for a meeting with McLean.
- 2.56 McLean acknowledged the Separation Point district in Golden Bay had not been acquired and travelled back to Nelson in March 1856 to negotiate its purchase. On 7 March 1856 Ngāti Tama ki Te Tau Ihu signed a deed for their interests in Golden Bay for £110. Another deed was signed on the same day by Ngāti Tama ki Te Tau Ihu and another iwi for £150 ceding their claims to the Separation Point area.

NGĀTI TAMA KI TE TAU IHU DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

NGĀTI TAMA KI TE TAU IHU RESERVES

- 2.57 As part of the Waipounamu purchase reserves were set aside in most districts of Golden Bay for resident Māori, including Ngāti Tama ki Te Tau Ihu. In some cases entirely new reserves were created, while in others adjustments and enlargements were made to reserves established by the Crown in 1847.
- 2.58 Many of the reserves created by the Crown were, over time, found to be inadequate in size and quality and could not be developed for engagement in the new economy. In 1865 a Crown official reported that, apart from approximately 600 acres in the Takaka Valley, the land reserved in the Golden Bay district was "on the whole is such of an indifferent character as would leave little or none beyond what is required by the resident Natives for their own use and occupation". In the 1850s and 1860s, Ngāti Tama ki Te Tau Ihu individuals repurchased several hundred acres of land in the Aorere, Takaka and Wainui districts of Golden Bay to supplement the reserves.
- 2.59 Between the 1850s and 1870s many of the Golden Bay reserves were subdivided and Crown-granted, often to a single owner, but sometimes to a short list of owners. In the Takaka-Motupipi region over 1,100 acres was Crown-granted, much of it to Ngāti Tama ki Te Tau Ihu individuals. In most cases there were no restrictions placed on the titles to prevent or discourage sale. By 1930 most of these reserves, and most of the repurchased land, had been alienated by their owners.
- 2.60 Other Golden Bay reserves, with their owner's consent, came under the administration of Crown officials through the Native Reserves Acts 1856 and 1862. From 1882 these reserves were administered by the Public Trustee. Although this produced an income for the beneficial owners, they were unable to make use of their land, and were restricted in their ability to actively manage the land or to determine the way in which the income from the lands was obtained or expended.
- 2.61 Any remaining Golden Bay reserves not vested in the Crown under the Native Reserves legislation had their ownership determined by the Native Land Court in 1892. In accordance with the legislation in operation the Court awarded ownership of these reserves to individuals, rather than to iwi or hapū. Much of this reserve land was sold in the early years of the twentieth century.
- 2.62 The individualisation of titles by the Court and the process of succession to titles, including on Crown-granted land, resulted in the fragmentation of land interests over time. During the 1930s and 1940s some Ngāti Tama ki Te Tau Ihu individuals attempted to consolidate their remaining reserves into viable economic units by purchasing the interests of other owners and neighbouring reserves. A consequence of this process was that some Ngāti Tama lost their turangawaewae in Te Tau Ihu and left the region to seek opportunities elsewhere.
- 2.63 By the end of the twentieth century approximately 80 percent of the reserves created for Māori in Golden Bay and the Abel Tasman Coast had been alienated. Only about 830 acres had been retained and most of this was vested in Wakatu Incorporation.

ARAHURA PURCHASE

- 2.64 In 1860 three chiefs, including Hori Te Karamu of Ngāti Tama ki Te Tau Ihu and Tamati Pirimona Marino, who had links to Ngāti Tama ki Te Tau Ihu and several other iwi, accompanied a Crown official to Arahura to negotiate the purchase from other iwi

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of their residual interests in the West Coast lands. Marino and Karamu signed the Arahura Deed as witnesses to the transaction. Their own interests in Te Tai Poutini had been sold during the earlier Waipounamu purchases.

- 2.65 Forty-seven reserves for occupation were set aside from the Arahura Purchase. Chiefs from several Te Tau Ihu iwi, including Hone Kaiaia of Ngāti Tama ki Te Tau Ihu, were included on the ownership lists of at least 22 of those reserves. Tamati Pirimona Marino was also awarded two Westport town sections.

TE TAI TAPU

- 2.66 The Te Tai Tapu block of 88,350 acres was excluded by another iwi from the Crown's Te Waipounamu purchase. In 1862 gold was discovered on Te Tai Tapu and the Crown negotiated an agreement with another iwi to allow the Crown to permit people to mine for gold on the block. Ngāti Tama ki Te Tau Ihu were not involved in the negotiations or the agreement. In July 1863, following tensions between iwi over the distribution of mining licence fees, the Crown facilitated the signing of Deeds of Agreement between three iwi, including Ngāti Tama ki Te Tau Ihu, regarding their respective interests in the Te Tai Tapu block. Under its agreement, Ngāti Tama ki Te Tau Ihu agreed to give up all claims to money from mining licences at Te Tai Tapu, and to all of the land in the block except "all their old cultivations extending along the coast from Kaukauawai to Te Wahi Naki, and the country for one mile inland from the back boundary of those cultivations". Ngāti Tama ki Te Tau Ihu chiefs, Wiremu Katene Te Manu and Paramena Haereiti, were also to have "some land near Patu Rau, which they formerly cultivated in common with the Ngatirarua".
- 2.67 In 1873 the Crown took control of the Te Tai Tapu block under the Gold Fields Act 1868. The title of the Te Tai Tapu block was investigated by the Native Land Court in 1883. Two Ngāti Tama ki Te Tau Ihu individuals were included in the first claim submitted for the block, but they gave no evidence. The Commissioner of Native Reserves gave evidence, but he did not refer to the 1863 Deeds of Agreement, which he witnessed and which recognised the interests of three iwi, including Ngāti Tama ki Te Tau Ihu, in the block. The Court awarded ownership of Te Tai Tapu solely to another iwi and, at the request of those owners, the Court vested the property in three chiefs. A year later the block was sold.

TELEGRAPH STATION LAND, CABLE BAY

- 2.68 In 1877 the Crown sought to purchase ten acres of Wakapuaka land at Cable Bay from Wi Katene Te Pūoho of Ngāti Tama ki Te Tau Ihu for a telegraph station. Wi Katene reluctantly agreed to sell the land, but would not permit an investigation of the customary title or a subdivision of the block. In order to complete the sale Parliament enacted the Wakapuaka Telegraph Station Site Act 1877. This stated the land was "owned by" Wi Katene and his daughter and son-in-law, but the title had not been determined by the Native Land Court. The Act authorised the Governor to purchase the land from its owners without reference to the Court. The Crown consequently acquired the land in December 1877.

NGĀTI TAMA KI TE TAU IHU DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

THE NATIVE LAND COURT

WAKAPUAKA HEARING

- 2.69 In 1880 Wi Katene Te Pūoho of Wakapuaka died. In 1883 the Native Land Court sat to determine the ownership of the Wakapuaka block. A Crown official, acting in a private capacity, gave evidence at the hearing on behalf of the claimant. The Court rejected all claims by other iwi and awarded the entire block to Wi Katene Te Pūoho's daughter, Huria Matenga. According to a Ngāti Tama ki Te Tau Ihu individual who later objected to the Court's ruling, no other Ngāti Tama made a claim in the Court as Wi Katene's daughter and her husband had assured Ngāti Tama ki Te Tau Ihu living at Wakapuaka and elsewhere that they would represent their interests. However, only the name of Huria Matenga was placed on the title and before 1894 the Native Land legislation did not enable a form of collective title to be established for the administration of Māori land. As a result the other branches of the Te Pūoho whanau were disinherited, along with Ngāti Tama ki Te tau Ihu families who resided at Wakapuaka and, according to Ngāti Tama, had assisted Te Pūoho ki Te Rangi to secure Wakapuaka during the 1830s raupatu and had lived there ever since.
- 2.70 Despite the Court's judgement some Ngāti Tama families continued to reside at Wakapuaka until they began to be evicted from the land in the mid-1890s. In 1896 a Ngāti Tama ki Te Tau Ihu individual submitted a petition to Parliament seeking a rehearing of the Wakapuaka decision. The Native Affairs Committee considered that the petitioners had not made a satisfactory case and rejected the petition. This was followed by more than forty years of further petitions and other protests against the 1883 decision.
- 2.71 In 1936, following an investigation by a Native Land Court judge into petitions concerning the block, the Crown agreed to add the Wakapuaka case to the Native Purposes Act 1936. Section 9 of this Act authorised the Native Appellate Court to re-investigate the title to the unalienated portions of the Wakapuaka block. In 1937 the Native Appellate Court, investigated the Wakapuaka block and admitted the descendants of Paremata Te Wahapiro of Ngāti Tama ki Te Tau Ihu to a share in the residue of Wakapuaka. Nevertheless, other parties, including Ngāti Tama ki Te Tau Ihu whanau whose tupuna resided at Wakapuaka until they were evicted during the 1890s, were not admitted to the title and have remain aggrieved to the present day over the Native Land Court's Wakapuaka decision.

ALIENATION OF HAUA

- 2.72 The urupā of Hauā at Wakapuaka is where many Ngāti Tama ki Te Tau Ihu are buried. In 1967 Haua was purchased from the Ngāti Tama ki Te Tau Ihu owners as part of a farm block. The Māori Land Court failed to exclude the urupā from the transfer of the adjoining land despite the urupa being clearly marked on the maps used in the transaction.

TWENTIETH CENTURY ADMINISTRATION OF THE TENTHS ESTATE

- 2.73 During the second half of the twentieth century several legislative measures impacted on the Tenths estate. By 1950 many Tenths shares had become fragmented through succession. The Māori Affairs Act 1953 and the Māori Reserves Act 1955 allowed the Māori Trustee to compulsorily acquire Tenths shares that were deemed to have become "uneconomic".

NGĀTI TAMA KI TE TAU IHU DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

- 2.74 In addition, the Māori Affairs Amendment Act 1967 allowed the Māori Trustee to on-sell uneconomic interests to lessees. In 1970, 348 Tenth owners, including Ngāti Tama ki Te Tau Ihu owners, had their interests compulsorily acquired and on-sold to lessees. This deprived the owners and all their descendants of their turangawaewae. The 1967 Act also allowed the Trustee to sell the freehold (i.e. the Māori owners' interests) of any Tenth reserve to lessees if one or more owners holding sufficient shares agreed to sell their interests. By 1975 1,308 acres of Tenth reserves had been sold to lessees under the 1967 Act.

COMMISSION OF INQUIRY INTO MĀORI RESERVED LAND

- 2.75 Such was the unrest among owners of Māori lands by the early 1970s in relation to perpetual leasing, 21-year periods between rent reviews, statutory limits on rent rates, the acquisition of uneconomic interests and freeholding by lessees, that in 1974 the Government instituted a Commission of Inquiry into Māori reserved lands throughout New Zealand. Ngāti Tama ki Te Tau Ihu kaumatua submitted evidence at a number of the hearings and associated hui which were held at Nelson, Motueka and Picton, and some attended sessions at Wellington, Porirua and Hawera.
- 2.76 In 1975 the Government acted on the Commission's recommendations and repealed some of the debilitating aspects of the earlier legislation, including the freeholding provisions of the 1967 Act.

CREATION OF WAKATU INCORPORATION

- 2.77 The Commission recommended that, where they desired to do so, the beneficiaries of Māori Reserved lands should be empowered to regain rangatiratanga and legal autonomy over their assets by way of incorporations or trusts. In 1977, a majority of the owners of the Nelson and Motueka Tenth reserves formed Wakatu Incorporation. The Māori Trustee transferred 771 titles, totalling 2,993 acres, to Wakatu Incorporation.
- 2.78 For the first time since the arrival of the New Zealand Company in 1841, the owners of the Nelson and Motueka Tenth reserves were able as a corporate body to administer and manage the residual Māori lands reserved for their benefit. However, all but one of the properties transferred to Wakatu were encumbered by perpetual leases with 21-year rent reviews, and the estate was returning just over one percent of the unimproved value of the land.

EFFECTS ON NGĀTI TAMA KI TE TAU IHU

- 2.79 Ngāti Tama ki Te Tau Ihu as an iwi has suffered from Crown actions from 1842 to the present day. The loss of lands and resources, and the provision of inadequate reserves, has damaged the mana, social structure and wellbeing of Ngāti Tama ki Te Tau Ihu as an iwi. Insufficient land contributed to some Ngāti Tama leaving Te Tau Ihu and losing their connection with both Ngāti Tama ki Te Tau Ihu and their turangawaewae. By the end of the twentieth century Ngāti Tama ki Te Tau Ihu was virtually landless.

3 ACKNOWLEDGEMENTS AND APOLOGY

ACKNOWLEDGEMENTS

- 3.1 The Crown acknowledges that it has failed to address the longstanding grievances of Ngāti Tama ki Te Tau Ihu in an appropriate way and that recognition of these grievances is long overdue.
- 3.2 The Crown acknowledges that it failed to adequately inform itself of and protect the interests of Ngāti Tama ki Te Tau Ihu, including their ongoing needs, during the process by which land was granted to the New Zealand Company in 1848. The Crown acknowledges that this failure was a breach of the Treaty of Waitangi and its principles.
- 3.3 The Crown acknowledges that in respect of the reserves that were formally established following the 1848 Crown grant of land to the New Zealand Company and which became known as the Nelson and Motueka 'Tenths':

3.3.1 it failed to adequately provide for Ngāti Tama ki Te Tau Ihu to control those lands they occupied and used; and

3.3.2 it failed to ensure that the area ultimately reserved was sufficient for the ongoing use and benefit of Ngāti Tama ki Te Tau Ihu.

The Crown acknowledges that these failures were in breach of the Treaty of Waitangi and its principles and that as a consequence Ngāti Tama ki Te Tau Ihu was unable to fully benefit from the developing economy of Nelson and the wider Te Tau Ihu region.

- 3.4 The Crown acknowledges that the grant of Tenths land at Whakarewa in 1853 meant that some Ngāti Tama whanau had to move from land they were occupying at the time. The Crown further acknowledges that despite protests from Māori beginning in 1881 the Whakarewa lands were not returned until 1993.
- 3.5 The Crown acknowledges that in 1852 it sought to purchase the Pakawau block before Ngāti Tama ki Te Tau Ihu and other Māori became aware of the full potential value of its minerals and that the price paid reflected the agricultural value of the land only.
- 3.6 The Crown acknowledges that it did not include Ngāti Tama ki Te Tau Ihu in its negotiations in 1862 to regulate gold mining on the Te Tai Tapu block.
- 3.7 The Crown acknowledges that when it purchased most of the remaining Māori land in Te Tau Ihu between 1853 and 1856:
- 3.7.1 it did not negotiate with Ngāti Tama ki Te Tau Ihu as an iwi prior to signing the 1853 Te Waipounamu deed and applied heavy pressure in its negotiations with resident Ngāti Tama in 1855, including presenting the land as already sold; and
- 3.7.2 it did not set aside adequate reserves for the present and future needs of Ngāti Tama in Te Tau Ihu.

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The Crown acknowledges that these failures meant that it failed to adequately protect the interests of Ngāti Tama ki Te Tau Ihu when purchasing their land and this was in breach of the Treaty of Waitangi and its principles.

3.8 The Crown acknowledges that the operation and impact of the native land laws on the remaining lands of Ngāti Tama and, in particular, the awarding of land to individuals, rather than to Ngāti Tama ki Te Tau Ihu as an iwi:

3.8.1 made those lands more susceptible to partition, fragmentation and alienation; and

3.8.2 further contributed to the erosion of the traditional social and cultural structures of Ngāti Tama ki Te Tau Ihu.

The Crown acknowledges that it failed to take adequate steps to protect the traditional social and cultural structures of Ngāti Tama ki Te Tau Ihu and that this was a breach of the Treaty of Waitangi and its principles.

3.9 The Crown acknowledges that it first became aware of protest by Ngāti Tama over the Native Land Court's Wakapuaka decision in 1896, but that it did not take steps to effect a reinvestigation of the Wakapuaka case until 1936. The Crown also acknowledges that the alienation of the Wakapuaka block has remained a significant grievance for Ngāti Tama ki Te Tau Ihu down to the present day.

3.10 The Crown acknowledges that:

3.10.1 Ngāti Tama had negligible involvement in the administration of the Tenth reserves between 1842 and 1977;

3.10.2 on occasion, the Crown used Tenth funds as a partial replacement to government spending;

3.10.3 it was not until 1892, several decades after the establishment of the Tenth, that the beneficiaries of the Tenth fund were identified; and

3.10.4 while the interests of Ngāti Tama ki Te Tau Ihu in the Tenth reserves were recognised, beneficial interests in the Tenth fund were awarded to individuals, rather than to Ngāti Tama ki Te Tau Ihu as an iwi.

3.11 The Crown acknowledges that certain actions and omissions with respect to the administration of the Nelson and Motueka Tenth reserves resulted in prejudice to those Ngāti Tama ki Te Tau Ihu who held a beneficial interest in the Tenth reserves fund, including:

3.11.1 the imposition of a regime of perpetually renewable leases; and

3.11.2 permitting the Māori Trustee to sell 'uneconomic interests' and Tenth land in the twentieth century.

The Crown acknowledges that these actions and omissions were in breach of the Treaty of Waitangi and its principles.

3.12 The Crown acknowledges that the loss of lands and resources over time has damaged the mana, social structure and well-being of Ngāti Tama ki Te Tau Ihu as an iwi. The Crown also acknowledges that this contributed to some Ngāti Tama leaving

3: ACKNOWLEDGEMENTS AND APOLOGY

Te Tau Ihu and losing their connection with Ngāti Tama ki Te Tau Ihu and their turangawaewae.

3.13 The Crown acknowledges that:

3.13.1 the cumulative effect of the Crown's actions and omissions has left Ngāti Tama ki Te Tau Ihu virtually landless; and

3.13.2 the Crown's failure to ensure that Ngāti Tama ki Te Tau Ihu retained sufficient land for its present and future needs was a breach of the Treaty of Waitangi and its principles.

3.14 The Crown further acknowledges that the cumulative effect of these actions and omissions have:

3.14.1 hindered Ngāti Tama ki Te Tau Ihu's economic, social and cultural development; and

3.14.2 undermined Ngāti Tama ki Te Tau Ihu's relationship with the Crown.

APOLOGY

3.15 The Crown makes the following apology to Ngāti Tama ki Te Tau Ihu and to their ancestors and descendants

3.16 The Crown profoundly regrets and unreservedly apologises for breaching its obligations to Ngāti Tama ki Te Tau Ihu under the Treaty of Waitangi.

3.17 The Crown profoundly regrets and apologises for its cumulative acts and omissions which left Ngāti Tama virtually landless in Te Tau Ihu. The Crown deeply regrets and sincerely apologises that it did not adequately protect the interests of Ngāti Tama and appropriately respect Ngāti Tama rangatiratanga when purchasing their land.

3.18 The Crown is deeply remorseful for the significant damage that the alienation of Ngāti Tama ki Te Tau Ihu from their whenua and customary resources in Golden and Tasman Bays has caused over many generations to the traditional social and cultural structures, mana and wellbeing of Ngāti Tama ki Te Tau Ihu.

3.19 The Crown is sincerely sorry that its actions and omissions have detrimentally affected the ability of Ngāti Tama ki Te Tau Ihu to exercise customary rights and responsibilities within their rohe and contributed to their economic and social marginalisation in Te Tau Ihu.

3.20 With this apology the Crown seeks to atone for its past wrongs, restore its honour which has been damaged by its actions, and begin the process of healing. With this settlement the Crown looks forward to beginning a renewed and enduring relationship with Ngāti Tama ki Te Tau Ihu based on good faith, mutual trust and co-operation, and respect for the Treaty of Waitangi and its principles.

4 SETTLEMENT

ACKNOWLEDGEMENTS CONCERNING THE SETTLEMENT

- 4.1 The Crown and Ngāti Tama ki Te Tau Ihu acknowledge that:
- 4.1.1 the negotiations resulting in this deed were conducted in good faith and in the spirit of co-operations and compromise;
 - 4.1.2 they have each acted honourably and reasonably in relation to the settlement;
 - 4.1.3 it is not possible:
 - (a) to assess the loss and prejudice suffered by Ngāti Tama ki Te Tau Ihu as a result of the events on which the historical claims are or could be based; or
 - (b) to fully compensate Ngāti Tama ki Te Tau Ihu for all loss and prejudice suffered;
 - 4.1.4 Ngāti Tama ki Te Tau Ihu intend their foregoing of full compensation to contribute to New Zealand's development;
 - 4.1.5 the settlement is intended to enhance the ongoing relationship between Ngāti Tama ki Te Tau Ihu and the Crown (in terms of the Treaty of Waitangi, its principles and otherwise); and
 - 4.1.6 taking all matters into consideration (some of which are specified in clause 4.1), the settlement is fair in the circumstances.

SETTLEMENT

- 4.2 Therefore, Ngāti Tama ki Te Tau Ihu agrees, and the settlement legislation will provide, that on and from the settlement date:
- 4.2.1 the historical claims are settled;
 - 4.2.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and
 - 4.2.3 the settlement is final.
- 4.3 Except as provided in this deed or the settlement legislation, the parties' rights and obligations remain unaffected.
- 4.4 Without limiting clause 4.3, nothing in this deed or the settlement legislation will:
- 4.4.1 extinguish or limit any aboriginal title or customary right that Ngāti Tama ki Te Tau Ihu may have; or

NGĀTI TAMA KI TE TAU IHU DEED OF SETTLEMENT

4: SETTLEMENT

- 4.4.2 constitute or imply an acknowledgement by the Crown that any aboriginal title or customary right exists; or
- 4.4.3 except as provided in this deed or the settlement legislation:
- (a) affect a right that Ngāti Tama ki Te Tau Ihu may have, including a right arising:
 - (i) from the Treaty of Waitangi or its principles; or
 - (ii) under legislation; or
 - (iii) at or recognised by common law (including common law relating to aboriginal title or customary law or tikanga); or
 - (iv) from a fiduciary duty; or
 - (v) otherwise; or
 - (b) affect any action or decision under the deed of settlement between Māori and the Crown dated 23 September 1992 in relation to Māori fishing claims; or
 - (c) affect any action or decision under any legislation and, in particular, under legislation giving effect to the deed of settlement referred to in clause 4.5.3(b), including:
 - (i) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; or
 - (ii) the Fisheries Act 1996; or
 - (iii) the Maori Fisheries Act 2004; or
 - (iv) the Maori Commercial Aquaculture Claims Settlement Act 2004.

4.5 Clause 4.4 does not limit clause 4.2.

REDRESS

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

4.6.1 is intended to benefit Ngāti Tama ki Te Tau Ihu collectively; but

4.6.2 may benefit particular members, or particular groups of members, of Ngāti Tama ki Te Tau Ihu if the Ngāti Tama ki Te Waipounamu trustees so determine in accordance with the Ngāti Tama ki Te Waipounamu Trust's procedures.

NGĀTI TAMA KI TE TAU IHU DEED OF SETTLEMENT

4: SETTLEMENT

IMPLEMENTATION

- 4.7 The settlement legislation will, on the terms provided by sections 24 to 30 of the draft settlement bill:
- 4.7.1 settle the historical claims;
 - 4.7.2 subject to clause 4.8, exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement;
 - 4.7.3 despite clauses 4.7.1 and 4.7.2, preserve the plaintiffs' ability to appeal on the proceedings filed in the High Court as CIV-2010-442-181;
 - 4.7.4 provide that the legislation referred to in section 26 of the draft settlement bill does not apply:
 - (a) to land in the Nelson Land District or Marlborough Land District; or
 - (b) for the benefit of Ngāti Tama ki Te Tau Ihu or a representative entity;
 - 4.7.5 require any resumptive memorials to be removed from the certificates of title to, or the computer registers for, land in the Nelson Land District or Marlborough Land District;
 - 4.7.6 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) the Ngāti Tama ki Te Waipounamu trustees may hold or deal with property; or
 - (ii) the Ngāti Tama ki Te Waipounamu Trust may exist; and
 - 4.7.7 require the Secretary for Justice to make copies of this deed publicly available.
- 4.8 Notwithstanding clause 4.7.2 the settlement legislation will not exclude the jurisdiction of any court, tribunal, or other judicial body in respect of the interpretation or implementation of this deed or the settlement legislation.
- 4.9 Part 1 of the general matters schedule provides for other actions in relation to the settlement.

5 CULTURAL REDRESS

VEST AND GIFT BACK OF KAKA POINT

- 5.1 In clause 5.2 **Kaka Point** means 2.0209 hectares, more or less, being Part Section 16 Square 9 and Lot 1 DP 3286 Nelson Land District, as shown on deed plan OTS-202-10.
- 5.2 The settlement legislation will, on the terms provided by section 135 of the draft settlement bill, provide that:
- 5.2.1 on the settlement date the fee simple estate of Kaka Point vests jointly in:
- (a) the Ngāti Tama ki Te Waipounamu trustees;
 - (b) the Te Ātiawa o Te Waka-a-Māui Trust; and
 - (c) the Ngāti Rārua Settlement Trust;
- 5.2.2 on the seventh day after the settlement date, the fee simple estate in Kaka Point vests in the Crown as a gift back to the people of New Zealand by the Ngāti Tama ki Te Waipounamu trustees, the Te Ātiawa o Te Waka-a-Māui Trust and the Ngāti Rarua Settlement Trust;
- 5.2.3 on being gifted back to the Crown, Kaka Point will be classified as a historic reserve and the historic reserve will be named Kaka Point Historic Reserve;
- 5.2.4 despite the vestings under clauses 5.2.1 and 5.2.2:
- (a) Kaka Point remains a reserve under the Reserves Act 1977 and that Act continues to apply to Kaka Point, as if the vestings had not occurred;
 - (b) the Kaiteriteri Recreation Reserve Board remains the administering body appointed to control and manage Kaka Point under section 30 of the Reserves Act 1977;
 - (c) any other enactment or any instrument that applied to Kaka Point immediately before the settlement date has uninterrupted effect on and from the settlement date as if the vestings had not occurred;
 - (d) every encumbrance that affected Kaka Point immediately before the settlement date continues to affect it as if the vestings had not occurred;
 - (e) the Crown retains all liability for Kaka Point as if the vestings had not occurred; and
 - (f) the vestings are not affected by Part 4A of the Conservation Act 1987, section 11 and Part 10 of the Resource Management Act 1991, or any other enactment;

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- 5.2.5 to the extent that a statutory acknowledgement or a deed of recognition applies to Kaka Point, it applies only after Kaka Point vests back in the Crown; and
- 5.2.6 the Registrar-General must, as soon as practicable on or after the seventh day after the settlement date, record on any computer freehold register that contains all or part of Kaka Point that under the settlement legislation the land in Kaka Point is classified as a historic reserve subject to section 18 of the Reserves Act 1977.

VEST AND GIFT BACK OF TE TAI TAPU

- 5.3 In clauses 5.4 to 5.6 **Te Tai Tapu** means 28,600 hectares approximately, being Lot 1 DP 11694, Section 5 SO 426795, and Sections 2, 4 and 6 and Parts Section 1 Square 17 Nelson Land District (as shown on SO 433299).
- 5.4 The settlement legislation will, on the terms provided by section 136 of the draft settlement bill, provide that:
- 5.4.1 on the settlement date the fee simple estate in Te Tai Tapu vests jointly in:
- (a) the Ngāti Tama ki Te Waipounamu trustees;
 - (b) the Te Ātiawa o Te Waka-a-Māui Trust;
 - (c) the Ngāti Apa ki te Rā Tō Trust; and
 - (d) the Ngāti Rārua Settlement Trust;
- 5.4.2 on the seventh day after the settlement date, the fee simple estate in Te Tai Tapu vests in the Crown as a gift back to the people of New Zealand by the Ngāti Tama ki Te Waipounamu trustees, the Te Ātiawa o Te Waka-a-Māui Trust, the Ngāti Apa ki te Rā Tō Trust and the Ngāti Rārua Settlement Trust;
- 5.4.3 despite the vestings under clauses 5.4.1 and 5.4.2:
- (a) Te Tai Tapu is, and remains part of, the North-west Nelson Forest Park under the Conservation Act 1987, and that Act continues to apply to Te Tai Tapu, as if the vestings had not occurred;
 - (b) any other enactment or any instrument that applied to Te Tai Tapu immediately before the settlement date has uninterrupted effect on and from the settlement date as if the vestings had not occurred;
 - (c) every encumbrance that affected Te Tai Tapu immediately before the settlement date continues to affect it as if the vestings had not occurred;
 - (d) the Crown retains all liability for Te Tai Tapu as if the vestings had not occurred; and
 - (e) the vestings are not affected by Part 4A of the Conservation Act 1987, section 11 and Part 10 of the Resource Management Act 1991, or any other enactment; and

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- 5.4.4 to the extent that a statutory acknowledgement or a deed of recognition applies to Te Tai Tapu, it applies only after Te Tai Tapu vests back in the Crown.
- 5.5 In offering the vest and gift back redress over Te Tai Tapu, the Crown acknowledges that each of Ngāti Tama ki Te Tau Ihu, Ngāti Apa ki te Rā Tō, Te Ātiawa o Te Waka-a-Māui and Ngāti Rārua assert a separate and distinct association with Te Tai Tapu and the general area around Te Tai Tapu as reported on by the Waitangi Tribunal in its Te Tau Ihu report, and that each of Ngāti Tama ki Te Tau Ihu, Ngāti Apa ki te Rā Tō, Te Ātiawa o Te Waka-a-Māui, and Ngāti Rārua wish for Te Tai Tapu to be managed in such a way that takes into account the statement of values of Ngāti Tama ki Te Tau Ihu as stated in part 2.2 of the documents schedule.
- 5.6 After the vesting of the fee simple of Te Tai Tapu back in the Crown, Te Ātiawa o Te Waka-a-Māui, Ngāti Apa ki te Rā Tō, Ngāti Rārua and Ngāti Tama ki Te Tau Ihu wish to be closely engaged as early as possible in any proposal of the Crown to change the conservation status of Te Tai Tapu (including classification of the land as a reserve, national park or other form of special protected area under the Conservation Act 1987) and to explore with the Department of Conservation meaningful engagement in the future management of wāhi tapu in Te Tai Tapu as listed in schedule 2 of the conservation protocol in part 4.1 of the documents schedule, or as otherwise identified from time to time by Te Ātiawa o Te Waka-a-Māui, Ngāti Apa ki te Rā Tō, Ngāti Rārua and Ngāti Tama ki Te Tau Ihu.

TE KOROWAI MANA (OVERLAY CLASSIFICATION)

- 5.7 In recognition of the importance of the following sites to Ngāti Tama ki Te Tau Ihu, as reflected in the statement of Ngāti Tama ki Te Tau Ihu values, the settlement legislation will, on the terms provided by sections 55 to 73 of the draft settlement bill:
- 5.7.1 declare each of the following sites to be subject to Te Korowai Mana:
- (a) Te Waikoropupū Springs Scenic Reserve (as shown on deed plan OTS-202-31);
 - (b) Farewell Spit Nature Reserve (as shown on deed plan OTS-202-32); and
 - (c) Heaphy Track (northern portion) (as shown on deed plan OTS-202-87),
- together the "**sites**";
- 5.7.2 provide the Crown's acknowledgement of the statement of Ngāti Tama ki Te Tau Ihu values in relation to each of the sites;
- 5.7.3 require the New Zealand Conservation Authority and any relevant conservation board when approving or otherwise considering any conservation management strategy, conservation management plan or national park management plan in respect of each of the sites to have particular regard to:
- (a) the statement of Ngāti Tama ki Te Tau Ihu values; and

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- (b) the protection principles (which are directed at the Minister of Conservation avoiding harming or diminishing Ngāti Tama ki Te Tau Ihu values in relation to each of the sites);
- 5.7.4 require the New Zealand Conservation Authority and any relevant conservation board before approving any conservation management strategy, conservation management plan or national park management plan in respect of each of the sites, to:
 - (a) consult with the Ngāti Tama ki Te Waipounamu trustees; and
 - (b) have particular regard to the views of the Ngāti Tama ki Te Waipounamu trustees as to the effect of the policy, strategy or plan on:
 - (i) the Ngāti Tama ki Te Tau Ihu values for the site; and
 - (ii) the relevant protection principles (which are directed at the Minister of Conservation avoiding harming or diminishing Ngāti Tama ki Te Tau Ihu values in relation to each of the sites);
- 5.7.5 provide that where the Ngāti Tama ki Te Waipounamu trustees advise the New Zealand Conservation Authority in writing that they have significant concerns about a draft conservation management strategy in relation to the sites, the New Zealand Conservation Authority will, before approving the strategy, give the Ngāti Tama ki Te Waipounamu trustees an opportunity to make submissions in relation to those concerns;
- 5.7.6 require the application of Te Korowai Mana to be noted in any conservation management strategy, conservation management plan or national park management plan affecting the sites;
- 5.7.7 require the Director-General of Conservation to take action in relation to the protection principles that relate to each of the sites; and
- 5.7.8 enable the making of regulations and bylaws in relation to the sites.
- 5.8 The statement of Ngāti Tama ki Te Tau Ihu values, the protection principles and the Director-General of Conservation's actions are in part 1 of the documents schedule.

STATUTORY ACKNOWLEDGEMENT

- 5.9 The settlement legislation will, on the terms provided by sections 39 to 48 of the draft settlement bill:
 - 5.9.1 provide the Crown's acknowledgement of the statements by Ngāti Tama ki Te Tau Ihu of their particular cultural, spiritual, historical and traditional association with the following areas:
 - (a) Rotokura / Cable Bay (as shown on deed plan OTS-202-43);
 - (b) Lake Rotoiti, Nelson Lakes National Park (as shown on deed plan OTS-202-46);

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- (c) Lake Rotoroa, Nelson Lakes National Park (as shown on deed plan OTS-202-47);
- (d) Maungatapu (as shown on deed plan OTS-202-44);
- (e) Westhaven (Te Tai Tapu) Marine Reserve and Westhaven (Whanganui Inlet) Wildlife Management Reserve (as shown on deed plan OTS-202-42);
- (f) Parapara Peak (as shown on deed plan OTS-202-49);
- (g) Pukeone / Mount Campbell (as shown on deed plan OTS-202-50);
- (h) Wharepapa / Arthur Range (as shown on deed plan OTS-202-51);
- (i) West of Separation Point / Te Matau (as shown on deed plan OTS-202-90);
- (j) Kaka Point (as shown on deed plan OTS-202-113);
- (k) Kaiteriteri Scenic Reserve (as shown on deed plan OTS-202-122);
- (l) Maitai River and its tributaries (as shown on deed plan OTS-202-64);
- (m) Waimea River, Wairoa River, and Wai-iti River and their tributaries (as shown on deed plan OTS-202-66);
- (n) Motueka River and its tributaries (as shown on deed plan OTS-202-67);
- (o) Tākaka River and its tributaries (as shown on deed plan OTS-202-68);
- (p) Aorere River and its tributaries (as shown on deed plan OTS-202-69);
- (q) Te Hoiere / Pelorus River and its tributaries (as shown on deed plan OTS-202-70);
- (r) Paturau River and its tributaries (as shown on deed plan OTS-202-74);
- (s) Anatori River and its tributaries (as shown on deed plan OTS-202-75);
and
- (t) Whangamoa River and its tributaries (as shown on deed plan OTS-202-102);

5.9.2 require:

- (a) relevant consent authorities, the Environment Court and the New Zealand Historic Places Trust to have regard to the statutory acknowledgement;

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- (b) relevant consent authorities to forward to the Ngāti Tama ki Te Waipounamu 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;
- 5.9.3 enable the Ngāti Tama ki Te Waipounamu trustees and any member of Ngāti Tama ki Te Tau Ihu to cite the statutory acknowledgement as evidence of the association of Ngāti Tama ki Te Tau Ihu with any of the areas;
- 5.9.4 enable the Ngāti Tama ki Te Waipounamu trustees to waive the rights specified in clause 5.9.2 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
- 5.9.5 require that any notice given pursuant to clause 5.9.4 include a description of the extent and duration of any such waiver of rights.
- 5.10 The statements of association are in part 2 of the documents schedule.

COASTAL STATUTORY ACKNOWLEDGEMENT

- 5.11 The parties acknowledge that the coastal statutory acknowledgement provided for under clause 5.13 applies to the coastal marine area of Te Tau Ihu as a whole, but that the individual iwi with interests in Te Tau Ihu have particular areas of interest within that coastal marine area.
- 5.12 Ngāti Tama ki Te Tau Ihu acknowledge that they intend to exercise any rights under the coastal statutory acknowledgement provided for in clause 5.13 in a manner that is consistent with tikanga.
- 5.13 The settlement legislation will, on the terms provided by sections 39 to 48 of the draft settlement bill:
- 5.13.1 provide the Crown's acknowledgement of the statement of coastal values of Ngāti Tama ki Te Tau Ihu in relation to the particular cultural, spiritual, historical, and traditional association of Ngāti Tama ki Te Tau Ihu with the Te Tau Ihu coastal marine area (as shown on deed plan OTS-202-63);
 - 5.13.2 require:
 - (a) relevant consent authorities, the Environment Court and the New Zealand Historic Places Trust to have regard to the statutory acknowledgement;

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- (b) relevant consent authorities to forward to the Ngāti Tama ki Te Waipounamu trustees:
 - (i) summaries of resource consent applications affecting the 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;
- 5.13.3 enable the Ngāti Tama ki Te Waipounamu trustees and any member of Ngāti Tama ki Te Tau Ihu, to cite the statutory acknowledgement as evidence of the association of Ngāti Tama ki Te Tau Ihu with any part of the Te Tau Ihu coastal marine area;
- 5.13.4 enable the Ngāti Tama ki Te Waipounamu trustees to waive the rights specified in clause 5.13.2 in relation to all or any part of the Te Tau Ihu coastal marine area by written notice to the relevant consent authority, the Environment Court or the New Zealand Historic Places Trust (as the case may be); and
- 5.13.5 require that any notice given pursuant to clause 5.13.4 include a description of the extent and duration of any such waiver of rights.
- 5.14 The statement of coastal values is in part 2.1 of the documents schedule.

DEEDS OF RECOGNITION

- 5.15 The Crown will, by or on the settlement date, provide the Ngāti Tama ki Te Waipounamu trustees with a copy of each of the following:
- 5.15.1 a deed of recognition, signed by the Minister of Conservation and Director-General of Conservation, relating to the parts of the following areas owned by the Crown and managed by the Department of Conservation:
- (a) Rotokura / Cable Bay (as shown on deed plan OTS-202-43);
 - (b) Lake Rotoiti, Nelson Lakes National Park (as shown on deed plan OTS-202-46);
 - (c) Lake Rotoroa, Nelson Lakes National Park (as shown on deed plan OTS-202-47);
 - (d) Maungatapu (as shown on deed plan OTS-202-44);
 - (e) Parapara Peak (as shown on deed plan OTS-202-49);
 - (f) Pukeone / Mount Campbell (as shown on deed plan OTS-202-50);
 - (g) Wharepapa / Arthur Range (as shown on deed plan OTS-202-51);

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- (h) West of Separation Point / Te Matau (as shown on deed plan OTS-202-90);
- (i) Kaiteriteri Scenic Reserve (as shown on deed plan OTS-202-122);
- (j) Maitai River and its tributaries (as shown on deed plan OTS-202-64);
- (k) Waimea River, Wairoa River, and Wai-iti River and their tributaries (as shown on deed plan OTS-202-66);
- (l) Motueka River and its tributaries (as shown on deed plan OTS-202-67);
- (m) Tākaka River and its tributaries (as shown on deed plan OTS-202-68);
- (n) Aorere River and its tributaries (as shown on deed plan OTS-202-69);
- (o) Te Hoiere / Pelorus River and its tributaries (as shown on deed plan OTS-202-70);
- (p) Paturau River and its tributaries (as shown on deed plan OTS-202-74);
- (q) Anatori River and its tributaries (as shown on deed plan OTS-202-75);
and
- (r) Whangamoā River and its tributaries (as shown on deed plan OTS-202-102); and

5.15.2 a deed of recognition, signed by the Commissioner of Crown Lands, relating to the parts of the following areas owned and managed by the Crown:

- (a) Maitai River and its tributaries (as shown on deed plan OTS-202-64);
- (b) Waimea River, Wairoa River, and Wai-iti River and their tributaries (as shown on deed plan OTS-202-66);
- (c) Motueka River and its tributaries (as shown on deed plan OTS-202-67);
- (d) Tākaka River and its tributaries (as shown on deed plan OTS-202-68);
- (e) Aorere River and its tributaries (as shown on deed plan OTS-202-69);
- (f) Te Hoiere / Pelorus River and its tributaries (as shown on deed plan OTS-202-70);
- (g) Paturau River and its tributaries (as shown on deed plan OTS-202-74);
- (h) Anatori River and its tributaries (as shown on deed plan OTS-202-75);
and
- (i) Whangamoā River and its tributaries (as shown on deed plan OTS-202-102).

5.16 A deed of recognition will require that, if the Crown is undertaking certain activities within an area that the deed relates to, the Ngāti Tama ki Te Waipounamu trustees

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will be consulted, and regard given to their views, concerning the association of Ngāti Tama ki Te Tau Ihu with the area as described in a statement of association.

PROTOCOLS

5.17 Each of the following protocols will, by or on the settlement date, be signed and issued to the Ngāti Tama ki Te Waipounamu trustees by the responsible Minister:

- 5.17.1 the conservation protocol;
- 5.17.2 the fisheries protocol;
- 5.17.3 the taonga tūturu protocol; and
- 5.17.4 the minerals protocol.

5.18 A protocol sets out how the Crown will interact with the Ngāti Tama ki Te Waipounamu trustees with regard to the matters specified in it.

FORM AND EFFECT OF DEEDS OF RECOGNITION AND PROTOCOLS

5.19 A deed of recognition and a protocol will be:

- 5.19.1 in the form in the documents schedule; and
- 5.19.2 issued under, and subject to, the terms provided by sections 31 to 38 and 49 of the draft settlement bill.

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

5.21 To avoid doubt, despite clause 5.20:

- 5.21.1 a deed of recognition is enforceable in its own right; and
- 5.21.2 a protocol is enforceable in the manner set out in section 34 of the draft settlement bill.

CULTURAL REDRESS PROPERTIES

5.22 The settlement legislation will vest in the Ngāti Tama ki Te Waipounamu trustees on the settlement date:

In fee simple

- 5.22.1 the fee simple estate in the following site:
 - (a) Wainui Urupā; and

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In fee simple jointly

5.22.2 the fee simple estate in the following site to be vested jointly as tenants in common with the Ngāti Rārua Settlement Trust and the Te Ātiawa o Te Waka-a-Māui Trust:

- (a) Pūponga Farm, Triangle Flat;

In fee simple jointly subject to a water easement

5.22.3 the fee simple estate in the following site jointly as tenants in common with the Ngāti Rārua Settlement Trust and the Te Ātiawa o Te Waka-a-Māui Trust, subject to the Ngāti Tama ki Te Waipounamu trustees, the Ngāti Rārua Settlement Trust and the Te Ātiawa o Te Waka-a-Māui Trust providing a registrable easement in gross for a right to convey water in relation to that site in the form included in the documents schedule:

- (a) Pūponga Farm, Cape House;

In fee simple jointly possibly subject to a right of way easement

5.22.4 the fee simple estate in the following site jointly as tenants in common with the Te Ātiawa o Te Waka-a-Māui Trust and the Ngāti Rārua Settlement Trust and, if on the settlement date the historic monument is located on the site, the vesting of the site is subject to the Ngāti Tama ki Te Waipounamu trustees, the Te Ātiawa o Te Waka-a-Māui Trust and the Ngāti Rārua Settlement Trust providing a registrable pedestrian right of way easement in gross in relation to that site in the form included in the documents schedule:

- (a) Puketawai (excluding the historic monument if, on the settlement date, the historic monument is located on the site);

In fee simple jointly subject to a conservation covenant

5.22.5 the fee simple estate in each of the following sites jointly as tenants in common with the Te Ātiawa o Te Waka-a-Māui Trust, subject to the Ngāti Tama ki Te Waipounamu trustees and the Te Ātiawa o Te Waka-a-Māui Trust providing a registrable covenant in relation to that site in the form included in the documents schedule:

- (a) Te Tai Tapu, (Anatori South) (the covenant applies to only that part of the site shown "A" on the deed plan); and
- (b) Te Tai Tapu, (Anatori North) (the covenant applies to only those parts of the site shown as "A" and "B" on the deed plan);

In fee simple subject to a conservation covenant and a right of way easement

5.22.6 the fee simple estate in the following site, subject to the Ngāti Tama ki Te Waipounamu trustees providing a registrable covenant and a registrable right of way easement in gross in relation to that site in the form included in the documents schedule:

- (a) Hori Bay;

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As a scenic reserve

5.22.7 the fee simple estate in the following site as a scenic reserve with the Ngāti Tama ki Te Waipounamu trustees as the administering body:

- (a) Tākaka River Mouth;

As a historic reserve

5.22.8 the fee simple estate in the following site as a historic reserve with the Ngāti Tama ki Te Waipounamu trustees as the administering body:

- (a) Parapara Peninsula;

As a historic reserve jointly

5.22.9 the fee simple estate in the following site (excluding any interpretation panels) as a historic reserve jointly as tenants in common with the Ngāti Rārua Settlement Trust and the Te Ātiawa o Te Waka-a-Māui Trust with all three appointing members to the joint management body and with that joint management body being the administering body for the reserve:

- (a) Pūponga Point Pā site; and

As a recreation reserve jointly

5.22.10 the fee simple estate in the following site (excluding any improvements) as a recreation reserve jointly as tenants in common with the Ngāti Rārua Settlement Trust, Te Pātaka a Ngāti Kōata, the Te Ātiawa o Te Waka-a-Māui Trust and the Kurahaupō iwi with the Nelson City Council being the administering body for the reserve:

- (a) Mātangi Āwhio (Nelson).

5.23 Each cultural redress property will be:

5.23.1 as described in schedule 3 of the draft settlement bill;

5.23.2 vested on the terms provided by sections 75 to 137 of the draft settlement bill; and

5.23.3 subject to or together with any encumbrances in relation to that property:

- (a) required by clause 5.22 to be provided by the Ngāti Tama ki Te Waipounamu trustees; or
- (b) required by the settlement legislation; and
- (c) in particular, referred to in schedule 3 of the settlement legislation.

5.24 Part 2 of the property redress schedule applies in relation to the vesting of the cultural redress properties.

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5.25 The general location of each cultural redress property is shown on a deed plan in the attachments. These deed plans are indicative only and are subject to clause 5.23.1.

NEW AND ALTERED GEOGRAPHIC NAMES

5.26 The settlement legislation will, on the terms provided by sections 138 to 141 of the draft settlement bill, from the settlement date:

5.26.1 assign each of the following new geographic names to the location set opposite it:

New geographic name	Location (NZTopo50 map and grid references)	Geographic feature type
Te Punawai Pā	BQ26 221313	Pā
Te Ope-a-Kupe Rock	BP29 036549	Rock
Ōmāhuri	BP28 641554	Isthmus
Te Ana-o-Rongomaipapa Bay	BQ29 880174	Bay
Te Araruahinewai	BR25 985840	Locality
Paratītahi Tarns	BS24 873616	Lake
Matapihi Bay	BP27 565496	Bay
Kahuroa Hill	BQ28 692398	Hill
Pukekoikoi Hill	BP25 005559	Hill
Paraumu Tarn	BS24 873611	Lake
Otauirā Pā	BQ29 897212	Pā
Mangatāwhai	BR25 917770	Locality

5.26.2 alter each of the following existing geographic names to the altered geographic name set opposite it:

Existing geographic name (gazetted, recorded or local)	Altered geographic name	Location (NZTopo50 map and grid references)	Geographic feature type
Queen Charlotte Sound (Totaranui)	Queen Charlotte Sound / Tōtaranui	BQ28 764302 - BP30ptBQ30 134549 BP29,BQ29, BQ28	Sound
Port Underwood	Te Whanganui / Port Underwood	BQ29 943246 BQ29 945249	Bay
Pelorus Sound	Pelorus Sound / Te Hoiere	BP28 810530 - BQ28 645318	Sound
Drumduan	Horoirangi / Drumduan	BQ26 334407	Hill
Cloudy Bay	Te Koko-o-Kupe / Cloudy Bay	BQ29 934109	Bay
Separation Point	Separation Point / Te Matau	BN25 998854	Point
Lake Angelus	Rotomaninitua / Lake Angelus	BS24 789628	Lake
Mount Campbell	Pukeone / Mount Campbell	BP24 876475	Hill
Fighting Bay	Ōraumoā / Fighting Bay	BQ29 005250	Bay
Angelus Peak	Maniniaro / Angelus Peak	BS24 788604	Hill
Mount Freeth	Te Tara-o-Te-Marama / Mount Freeth	BQ28 816278	Hill
Greville Harbour	Greville Harbour / Wharariki	BN28 672797 BP28	Harbour

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Existing geographic name (gazetted, recorded or local)	Altered geographic name	Location (NZTopo50 map and grid references)	Geographic feature type
Goulter Hill	Hikurangi / Goulter Hill	BR28 669007	Hill
Waikoropupu River	Te Waikoropupū River	BN24 826791 - BP24 734772	Stream
Whakitenga Bay	Whakakitenga Bay	BP28 630553	Bay
Onamalutu River	Ōhinemahuta River	BQ27 556153 - BQ28 675082	Stream
Tasman Bay	Tasman Bay / Te Tai-o-Aorere	BP26ptBP27 240600 BP25, BP27, BQ25, BQ26	Bay
Port Gore	Te Anamāhanga / Port Gore	BP29 036578 BP30ptBQ30	Bay
Church Hill	Pikimai / Church Hill	BQ26 238305	Hill
Pickersgill Island	Matapara / Pickersgill Island	BP29 076426 BP30ptBQ30	Island
Mount Robertson	Tokomaru / Mount Robertson	BQ29 855221	Hill
Tory Channel	Tory Channel / Kura Te Au	BQ29 969351 – BP30ptBQ30 106369	Strait
Robin Hood Bay	Waikutakuta / Robin Hood Bay	BQ29 902207	Bay
Torrent Bay	Rākauroa / Torrent Bay	BP25 048669	Bay
Lake Constance	Rotopōhueroa / Lake Constance	BS24 720417	Lake
Attempt Hill	Takapōtaka / Attempt Hill	BP28 731771	Hill
Rabbit Island	Moturoa / Rabbit Island	BQ25 119313 BQ26	Island
Mount Robert	Pourangahau / Mount Robert	BS24 843688	Hill
Split Apple Rock	Tokangawhā / Split Apple Rock	BP25 017592	Rock
Gowan River	Te Kauparenuī / Gowan River	BR24 662729 - BR24 641821	Stream
Travers Saddle	Poukirikiri / Travers Saddle	BS24 778472	Saddle
Opawa River	Ōpaoa River	BR28 710055 - BR29 875045 BQ28	Stream
Whareata Bay	Whareātea Bay	BN28 788810	Bay
Golden Bay	Golden Bay / Mohua	BN25 901946 BM24, BM25, BN25	Bay
Cable Bay	Rotokura / Cable Bay	BP26ptBP27 346440	Bay
Pelorus River	Te Hoiere / Pelorus River	BQ28 638317 - BR26 250058	River
Boulder Bank	Te Pokohiwi / Boulder Bank	BR29 914025	Boulder bank
Blue Lake	Rotomairewhenua / Blue Lake	BS24 717436	Lake
Howard River	Hinemoatū / Howard River	BR24 736813 - BS24 747699	River
Ship Cove	Meretoto / Ship Cove	BP29 044498	Bay
Te Aumiti (French Pass)	Te Aumiti / French Pass	BP28 703695	Strait
Canaan Downs (local name not recorded)	Pikikirunga / Canaan Downs	BP25 910676	Area

NGĀTI TAMA KI TE TAU IHU DEED OF SETTLEMENT

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Existing geographic name (gazetted, recorded or local)	Altered geographic name	Location (NZTopo50 map and grid references)	Geographic feature type
Arthur Range	Wharepapa / Arthur Range	BP25 897580 - BQ23 590134	Range
Whites Bay	Pukatea / Whites Bay	BQ29 884176	Bay
Ruby Bay	Te Mamaku / Ruby Bay	BQ25 075358	Bay
Speargrass Creek	Te Horowai / Speargrass Creek	BR24 808769 - BS24 797635	Stream
Adele Island	Motuareronui / Adele Island	BP25 050633	Island
Red Hill	Maungakura / Red Hill	BR25 048917	Hill
Arapawa Island	Arapaoa Island	BQ30 100398	Island
Riwaka River	Riuwaka River	BP25 936559 - BP25 001540	Stream
Riwaka River North Branch	Riuwaka River North Branch	BP25 915577 - BP25 936559	Stream
Riwaka River South Branch	Riuwaka River South Branch	BP24 853474 - BP25 936559	Stream
Tutumopo	Tūtūmāpou Hill	BQ27 545287	Hill

RELATIONSHIPS WITH LOCAL AUTHORITIES

5.27 Following the signing of this deed of settlement, the Minister for Treaty of Waitangi Negotiations will write to the following local authorities encouraging each authority to enter into a Memorandum of Understanding with the Ngāti Tama ki Te Waipounamu trustees in relation to the interaction between Ngāti Tama ki Te Tau Ihu and that authority:

- 5.27.1 Nelson City Council;
- 5.27.2 Tasman District Council; and
- 5.27.3 Marlborough District Council.

LETTERS OF INTRODUCTION

5.28 No later than six months after the settlement date, the Minister for Arts, Culture and Heritage will write to the chief executive of Te Papa Tongarewa inviting Te Papa Tongarewa to enter into a relationship with the Ngāti Tama ki Te Waipounamu trustees for the purposes of Te Papa Tongarewa compiling an inventory of Ngāti Tama ki Te Tau Ihu taonga tūturu which are held by Te Papa Tongarewa.

5.29 No later than six months after the settlement date, the Minister for Arts, Culture and Heritage will write to the chief executive of the following museums inviting each museum to enter into a relationship with the Ngāti Tama ki Te Waipounamu trustees:

- 5.29.1 Golden Bay Museum;
- 5.29.2 Motueka Museum;

NGĀTI TAMA KI TE TAU IHU DEED OF SETTLEMENT

5: CULTURAL REDRESS

- 5.29.3 Nelson Provincial Museum; and
- 5.29.4 any additional museum notified to the Minister for Arts, Culture and Heritage by the Ngāti Tama ki Te Waipounamu trustees by the date that is four months after the settlement date.

RIVER AND FRESHWATER ADVISORY COMMITTEE

- 5.30 The parties acknowledge that:
 - 5.30.1 the iwi with interests in Te Tau Ihu have agreed to form an advisory committee in relation to the management of rivers and fresh water;
 - 5.30.2 the advisory committee is intended to work in a collaborative manner with the common purpose of promoting the health and wellbeing of the rivers and fresh water within the jurisdiction of the relevant councils;
 - 5.30.3 in undertaking its work the advisory committee will respect and operate in a manner that recognises that while some resource management issues will be of generic interest to all iwi with interests in Te Tau Ihu, other issues may be of interest primarily to particular iwi;
 - 5.30.4 the formation of the advisory committee provides a foundation for the participation of the iwi with interests in Te Tau Ihu in the management by the relevant councils of rivers and fresh water and the relevant councils and iwi may work together to enhance that participation through other means;
 - 5.30.5 the relevant councils may, without further inquiry, accept any advice from the advisory committee as being in accordance with the procedural requirements of the advisory committee; and
 - 5.30.6 the iwi participating in the advisory committee will each contribute equally to meeting the costs of the advisory committee.
- 5.31 The settlement legislation will, on the terms provided by sections 155 to 161 of the draft settlement bill, provide:
 - 5.31.1 for the establishment of an advisory committee in relation to the management of rivers and fresh water within the jurisdictions of:
 - (a) the Marlborough District Council;
 - (b) the Nelson City Council; and
 - (c) the Tasman District Council;together the “**relevant councils**”;
 - 5.31.2 subject to clause 5.31.3, for the advisory committee to be comprised of a maximum of eight members, with one member to be appointed by each of the governance entities for the eight iwi with interests in Te Tau Ihu;

NGĀTI TAMA KI TE TAU IHU DEED OF SETTLEMENT

5: CULTURAL REDRESS

- 5.31.3 that following the settlement date, any of the governance entities for the eight iwi with interests in Te Tau Ihu may give notice to the other governance entities of its intention to appoint a member to the advisory committee;
- 5.31.4 for the opportunity for the advisory committee to provide timely advice to each of the relevant councils, in response to an invitation, in relation to the management of rivers and fresh water under the Resource Management Act 1991:
- (a) prior to a relevant council making decisions on the review of policy statements or plans under section 79 of the Resource Management Act 1991;
 - (b) prior to a relevant council preparing or changing policy statements or plans under clause 2 of Schedule 1 of the Resource Management Act 1991; and
 - (c) prior to a relevant council notifying a proposed policy statement or plan under clause 5 of Schedule 1 (with reference to section 32) of the Resource Management Act 1991;
- 5.31.5 that the relevant councils will, when exercising functions and powers in relation to the matters set out in clause 5.31.4, extend an invitation to the advisory committee to provide advice in relation to the management of rivers and fresh water under the Resource Management Act 1991;
- 5.31.6 that where a relevant council extends an invitation to the advisory committee to provide advice, the advisory committee must provide any advice no later than two months after the date upon which the invitation is received by the advisory committee (or such other period as may be agreed between a relevant council and the committee);
- 5.31.7 that where the time period specified in clause 5.31.6 has been complied with, the relevant councils will, when exercising functions and powers in relation to the matters set out in clause 5.31.4, have regard to the advice of the advisory committee to the extent that advice relates to the management of rivers and fresh water under the Resource Management Act 1991;
- 5.31.8 for the advisory committee to:
- (a) regulate its own procedure;
 - (b) operate on the basis of consensus decision-making;
 - (c) have a quorum of a majority of the members of the committee; and
 - (d) nominate an address for service and advise the relevant councils of this address;
- 5.31.9 that the advisory committee may request information from the relevant councils on the carrying out by the relevant councils of the functions and powers referred to in clause 5.31.4;

NGĀTI TAMA KI TE TAU IHU DEED OF SETTLEMENT

5: CULTURAL REDRESS

- 5.31.10 that upon receipt of a request under clause 5.31.9, the relevant councils will, where reasonably practicable, provide information to the advisory committee on the matters contained in that request;
- 5.31.11 that the advisory committee may request that one or more representatives of the relevant councils attend a meeting of the advisory committee;
- 5.31.12 that where reasonably practicable the relevant councils will comply with a request under clause 5.31.11, and that council may determine the appropriate representatives to attend any such meeting;
- 5.31.13 that each relevant council will not be required to attend any more than four meetings in any one calendar year;
- 5.31.14 that the advisory committee will give a relevant council at least ten business days notice of any such meeting;
- 5.31.15 that the advisory committee will provide a meeting agenda with any request made under clause 5.31.11;
- 5.31.16 that subject to the prior written agreement of the advisory committee and a relevant council, the advisory committee may provide advice to that council on any other matter under the Resource Management Act 1991;
- 5.31.17 that any agreement between a relevant council and the advisory committee under clause 5.31.16 may be terminated by either party by notice in writing; and
- 5.31.18 that to avoid doubt, the obligations under this clause 5.31 are additional to, and do not derogate from, any other obligations of a relevant council under the Resource Management Act 1991.

MINERALS FOSSICKING

- 5.32 The settlement legislation will, on the terms provided by sections 142 to 146 of the draft settlement bill, provide:
 - 5.32.1 for any member of Ngāti Tama ki Te Tau Ihu who has written authorisation from the Ngāti Tama ki Te Waipounamu trustees to access river beds within specified types of public conservation land in the relevant fossicking area (as shown on deed plan OTS-202-120):
 - (a) for the purpose of searching for and removing any sand, shingle or other natural material in a river bed by hand; and
 - (b) without an authorisation under the conservation legislation; and
 - 5.32.2 that, to avoid doubt, a person exercising the right under clause 5.32.1(a) must comply with all other lawful requirements, including under the Resource Management Act 1991, the Crown Minerals Act 1991, and any minerals programme under the Crown Minerals Act 1991.

NGĀTI TAMA KI TE TAU IHU DEED OF SETTLEMENT

5: CULTURAL REDRESS

RELATIONSHIP BETWEEN NGĀTI TAMA KI TE TAU IHU AND NGĀI TAHU

- 5.33 The Crown acknowledges that the Ngāti Tama ki Te Tau Ihu and Te Rūnanga o Ngāi Tahu have entered into a relationship agreement, *Hei Whakaaro Tahī Ki Nga Mana O Ngai Tahu Me Ngati Tama Ki Te Tau Ihu*, which among other things:
- 5.33.1 recognises the close historical and contemporary associations between Ngāti Tama ki Te Tau Ihu and Ngāi Tahu;
 - 5.33.2 acknowledges the respective manawhenua interests of Ngāti Tama ki Te Tau Ihu and Ngāi Tahu in Te Waipounamu; and
 - 5.33.3 establishes a co-operative and enduring mana ki mana relationship between Ngāti Tama ki Te Tau Ihu and Ngāi Tahu in relation to matters of mutual interest.
- 5.34 Having regard to the understandings reached between Ngāti Tama ki Te Tau Ihu and Ngāi Tahu, the Crown acknowledges the customary association of Ngāti Tama ki Te Tau Ihu in the 19th century with that part of Te Tai Poutini (the West Coast of the South Island) between Kahurangi Point and Arahura as reflected in:
- 5.34.1 the journey of members of Ngāti Tama ki Te Tau Ihu to and from Te Tai Poutini in connection with the collection of pounamu and other resources;
 - 5.34.2 the establishment and occupation of pā by Ngāti Tama ki Te Tau Ihu;
 - 5.34.3 the protection of resources in Te Tai Poutini by the Ngāti Tama ki Te Tau Ihu chiefs Niho and Takerei;
 - 5.34.4 the leadership role played by Ngāti Tama ki Te Tau Ihu chiefs at the Buller goldfields;
 - 5.34.5 the inclusion of Ngāti Tama ki Te Tau Ihu interests in Te Tai Poutini in certain of the Crown's land purchase transactions in the period 1853-1856;
 - 5.34.6 the presence of the Ngāti Tama ki Te Tau Ihu chiefs Tamati Pirimona Marino and Hori Te Karamu as witnesses at the signing of the Arahura Deed of Purchase in 1860;
 - 5.34.7 the allocation to members of Ngāti Tama ki Te Tau Ihu of West Coast Native Reserves and Westport Town Sections; and
 - 5.34.8 the purchase of blocks of land at Karamea by Ngāti Tama ki Te Tau Ihu chiefs.
- 5.35 Ngāti Tama ki Te Tau Ihu in turn acknowledges that its customary association with that part of Te Tai Poutini south of Kahurangi Point is an historical one and confirms that:
- 5.35.1 Ngāti Tama ki Te Tau Ihu does not assert or seek to exercise any contemporary rights or interests in that part of Te Tai Poutini south of Kahurangi Point; and

NGĀTI TAMA KI TE TAU IHU DEED OF SETTLEMENT

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- 5.35.2 the contemporary association between Ngāti Tama ki Te Tau Ihu and that part of Te Tai Poutini south of Kahurangi Point is represented in the mana ki mana relationship between Ngāti Tama ki Te Tau Ihu and Ngāi Tahu, which reflects and recognises the shared whakapapa and intertwined historical associations of the two iwi.
- 5.36 The Crown will pay the Ngāti Tama ki Te Waipounamu trustees on or before settlement date the sum of \$500,000 in recognition of, among other things:
- 5.36.1 the shared whakapapa and intertwined historical associations between Ngāti Tama ki Te Tau Ihu and Te Rūnanga o Ngāi Tahu; and
- 5.36.2 the mutual acknowledgement by Ngāti Tama ki Te Tau Ihu and Te Rūnanga o Ngāi Tahu of their respective historical and contemporary manawhenua interests in Te Waipounamu.
- 5.37 The Crown further agrees to engage in an active and constructive manner in discussions with Ngāti Tama ki Te Tau Ihu and Te Rūnanga o Ngāi Tahu in relation to any proposals which Ngāti Tama ki Te Tau Ihu and Te Rūnanga o Ngāi Tahu present jointly to the Crown which does not involve a direct financial contribution from the Crown to one or both of the iwi.
- 5.38 Following the discussions referred to in clause 5.37, the Crown agrees:
- 5.38.1 to use its best endeavours to give effect to any joint proposals from Ngāti Tama ki Te Tau Ihu and Ngāi Tahu; and
- 5.38.2 consider in good faith giving effect to any such joint proposals.
- 5.39 The parties intend that all discussions and negotiations between the Crown, Ngāti Tama ki Te Tau Ihu and Ngāi Tahu in relation to such joint proposals will be completed by the date of the introduction of the settlement legislation.
- 5.40 Where, as a result of clause 5.38, the Crown decides to give effect to a joint proposal, the Crown will introduce any legislation, by way of Supplementary Order Paper or otherwise, that may be required for that purpose.
- 5.41 For the avoidance of doubt, nothing in clauses 5.37 to 5.40 affects or derogates from the provisions of this deed or the settlement legislation, including the full and final settlement of the historical claims of Ngāti Tama ki Te Tau Ihu.

CULTURAL REDRESS GENERALLY NON-EXCLUSIVE

- 5.42 The Crown may do anything that is consistent with the cultural redress, including entering into, and giving effect to, another settlement that provides for the same or similar cultural redress.

6 FINANCIAL AND COMMERCIAL REDRESS

FINANCIAL REDRESS

6.1 The Crown will pay the Ngāti Tama ki Te Waipounamu trustees on the settlement date an amount equal to:

6.1.1 \$12,060,000;

less:

6.1.2 the on-account payment totalling \$507,643.84 referred to in clause 6.3; and

6.1.3 the total transfer values of:

(a) the commercial redress properties (excluding the licensed land properties) being transferred on settlement date; and

(b) the licensed land properties, being \$6,081,392, being transferred on settlement date.

6.2 The parties acknowledge that the amount in clause 6.1.1 has been calculated having regard to the following:

6.2.1 \$3,010,000 which the Ngāti Tama ki Te Waipounamu trustees will receive in the form of commercial redress properties;

6.2.2 \$300,000 as redress for historical grievances which has been calculated having regard to the fact that the Ngāti Tama ki Te Waipounamu trustees may at their discretion apply some or all of such amount to endowment lands at Motueka; and

6.2.3 \$8,750,000;

provided that nothing in this clause 6.2 shall:

6.2.4 create any obligation, duty or trust of any sort on the Ngāti Tama ki Te Waipounamu trustees in respect of the cash settlement amount; or

6.2.5 imply or infer that any redress provided by the Crown to the Ngāti Tama ki Te Waipounamu trustees is for any purpose other than the settlement of the historical claims.

ON-ACCOUNT PAYMENT

6.3 The parties acknowledge that before the date of this deed the Crown paid \$507,643.84 to Ngāti Tama ki Te Tau Ihu on account of the settlement.

NGĀTI TAMA KI TE TAU IHU DEED OF SETTLEMENT

6: FINANCIAL AND COMMERCIAL REDRESS

COMMERCIAL REDRESS PROPERTIES

- 6.4 The Crown will transfer on the settlement date:
- 6.4.1 the properties listed in the tables 1 and 2 in part 3 of the property redress schedule to the Ngāti Tama ki Te Waipounamu trustees; and
 - 6.4.2 the property listed in table 3 in part 3 of the property redress schedule (being Golden Bay High School) to the Ngāti Tama ki Te Waipounamu trustees and the Te Ātiawa o Te Waka-a-Māui Trust as tenants in common in equal shares.
- 6.5 The parties acknowledge that Golden Bay High School was to be transferred solely to Te Ātiawa o Te Waka-a-Māui but that, in recognition of the shared tangata whenua status, Te Ātiawa o Te Waka-a-Māui agreed for the property to be transferred to the Te Ātiawa o Te Waka-a-Māui trustees and the Ngāti Tama ki Te Waipounamu Trust.
- 6.6 Table 3 in part 3 of the property redress schedule specifies the commercial redress property to be leased back to the Crown immediately following the transfer of that property (Golden Bay High School) to the Ngāti Tama ki Te Waipounamu trustees and the Te Ātiawa o Te Waka-a-Māui Trust. Where the lease is a registrable ground lease, the Ngāti Tama ki Te Waipounamu trustees and the Te Ātiawa o Te Waka-a-Māui Trust will be purchasing only the bare land, the ownership of improvements remaining unaffected by the purchase. The form of lease to be entered into between the Ngāti Tama ki Te Waipounamu trustees and the Te Ātiawa o Te Waka-a-Māui Trust and the relevant land holding agency is set out in part 6 of the documents schedule.
- 6.7 The transfer of a commercial redress property under clause 6.4 is to be on the terms and conditions in part 6 of the property redress schedule and will be:
- 6.7.1 subject to, and where applicable with the benefit of, the encumbrances provided in the disclosure information in relation to that property; and
 - 6.7.2 in the case of a licensed land property, in addition to any encumbrances referred to in clause 6.7.1, where set out in table 1 in part 3 of the property redress schedule, also subject to:
 - (a) the Ngāti Tama ki Te Waipounamu trustees (together with any other joint licensor governance entities who also have a specified share in the licensed land property) providing to the Crown before the registration of the transfer for the licensed land property, a right of way easement in gross on the terms and conditions set out as "type A" in part 7.1 of the documents schedule (subject to any variations in form necessary only to ensure its registration);
 - (b) the Crown providing to the Ngāti Tama ki Te Waipounamu trustees (together with any other joint licensor governance entities who also have a specified share in the licensed land property) before the registration of the transfer for the licensed land property, a right of way easement on the terms and conditions set out as "type B" in part 7.2 of the documents schedule (subject to any variations in form necessary only to ensure its registration); and

NGĀTI TAMA KI TE TAU IHU DEED OF SETTLEMENT

6: FINANCIAL AND COMMERCIAL REDRESS

- (c) the parties to the easements referred to in clause 6.7.2(a) – (b) being bound by the easement terms from settlement date.
- 6.8 The Crown acknowledges that right of way easements in gross previously entered into to provide access to Crown forest land are likely to be a continuing requirement for the ongoing management of the licensed land properties. The Crown therefore agrees to consult with the Ngāti Tama ki Te Waipounamu trustees (together with any other joint licensor governance entities who also have a specified share in the licensed land property) and the relevant licensees, with a view to assigning those easements where an ongoing requirement is agreed.

LICENSED LAND PROPERTIES

- 6.9 The settlement legislation will, on the terms provided by sections 168 to 171 and 173 to 176 of the draft settlement bill, provide for the following in relation to a licensed land property:
- 6.9.1 the transfer of the specified share by the Crown to the Ngāti Tama ki Te Waipounamu trustees;
- 6.9.2 it to cease to be Crown forest land upon registration of the transfer;
- 6.9.3 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 each licensed land property, at the expiry of the period determined under that section, as if:
- (a) the Waitangi Tribunal had made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the licensed land property to Māori ownership; and
- (b) the Waitangi Tribunal's recommendation became final on settlement date;
- 6.9.4 the Ngāti Tama ki Te Waipounamu trustees (together with any other joint licensor governance entities who also have a specified share in the licensed land property) to be the licensor under the Crown forestry licence, as if the licensed land property 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
- 6.9.5 for rights of access to areas that are wāhi tapu.

ACCUMULATED RENTALS

- 6.10 The Crown, Ngāti Tama, Ngati Toa Rangatira, Te Ātiawa o Te Waka-a-Māui, Ngāti Rārua and Ngāti Kōata have agreed to allocate the accumulated rentals associated with the Te Tau Ihu licensed land as follows:
- | | | |
|--------|----------------------------|-------|
| 6.10.1 | Ngati Toa Rangatira | 50% |
| 6.10.2 | Ngāti Tama ki Te Tau Ihu | 12.5% |
| 6.10.3 | Te Ātiawa o Te Waka-a-Māui | 12.5% |

NGĀTI TAMA KI TE TAU IHU DEED OF SETTLEMENT

6: FINANCIAL AND COMMERCIAL REDRESS

- | | | |
|--------|-------------|-------|
| 6.10.4 | Ngāti Rārua | 12.5% |
| 6.10.5 | Ngāti Kōata | 12.5% |
- 6.11 Accordingly, the settlement legislation will, on the terms provided by section 170 of the draft settlement bill, provide that:
- 6.11.1 in relation to a licensed land property, the Ngāti Tama ki Te Waipounamu trustees will, from the settlement date, be a confirmed beneficiary under clause 11.1 of the Crown Forestry Rental Trust Deed; and
- 6.11.2 the Ngāti Tama ki Te Waipounamu trustees are entitled to 12.5% of the accumulated rentals associated with the Te Tau Ihu licensed land on the settlement date despite clause 11.1(b) of the Crown Forestry Rental Trust Deed.
- 6.12 In the event a licensed land property is to be transferred to the joint licensor governance entities the joint licensor governance entities must, no later than 10 business days prior to the settlement date:
- 6.12.1 put in place a management agreement to govern the management of such land;
- 6.12.2 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 licensed land property, and to act on all matters on behalf of the joint licensor governance entities as licensor of the licensed land property; and
- 6.12.3 provide to the Crown certification from their lawyers that the management agreement in accordance with this clause 6.11 is in place.

DEFERRED SELECTION PROPERTIES

- 6.13 The Ngāti Tama ki Te Waipounamu trustees may, for three years after the settlement date, 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.
- 6.14 The table in part 4 of the property redress schedule specifies the deferred selection properties to be leased back to the Crown immediately after their purchase by the Ngāti Tama ki Te Waipounamu trustees. The form of this lease is set out in part 6 of the document schedule.
- 6.15 If the Ngāti Tama ki Te Waipounamu trustees purchase the Te Tai Tapu / North Anatori DSP under clause 6.12:
- 6.15.1 from the actual TSP settlement date for that site, the covenant described in clause 5.22.5(b) will no longer apply to that part of Te Tai Tapu (Anatori North) shown as "A" on the deed plan OTS-202-105 and the Ngāti Tama ki Te Waipounamu trustees and the Crown will do all things reasonably necessary to effect such surrender; and
- 6.15.2 on or before the actual TSP settlement date for that site the Ngāti Tama ki Te Waipounamu trustees must provide the Crown with a registrable conservation covenant in relation to the Te Tai Tapu / North Anatori DSP on

NGĀTI TAMA KI TE TAU IHU DEED OF SETTLEMENT

6: FINANCIAL AND COMMERCIAL REDRESS

the same terms and conditions as the conservation covenant referred to in clause 5.22.5(b).

SETTLEMENT LEGISLATION

6.16 The settlement legislation will, on the terms provided by sections 162 to 167 of the draft settlement bill, enable the transfer of the commercial redress properties and the deferred selection properties.

RIGHT OF FIRST REFUSAL OVER GENERAL RFR LAND

6.17 The Ngāti Tama ki Te Waipounamu trustees are to have a right of first refusal in relation to a disposal by Housing New Zealand Corporation of the properties listed in part 4 of the attachments.

6.18 The right of first refusal set out in clause 6.16 is to be on the terms provided by sections 177 to 207 of the draft settlement bill and, in particular, will apply:

6.18.1 for a term of 169 years from the settlement date; and

6.18.2 only if the general RFR land:

(a) is vested in, or the fee simple estate in it is held by, Housing New Zealand Corporation on the settlement date; and

(b) is not being disposed of in the circumstances provided by sections 185 to 196 of the draft settlement bill.

RIGHT OF FIRST REFUSAL OVER DEFERRED SELECTION RFR LAND

6.19 The Ngāti Tama ki Te Waipounamu trustees, in common with the Ngāti Rāua Settlement Trust, Te Pātaka a Ngāti Kōata, the Te Ātiawa o Te Waka-a-Māui Trust and each of the Kurahaupō iwi, are to have a right of first refusal in relation to a disposal by the Crown or NZTA of the deferred selection RFR land (such land excludes the property described as Nelson High/District Courthouse in the property redress schedule of the Ngāti Apa ki te Rā Tō deed of settlement).

6.20 The right of first refusal set out in clause 6.18 is to be on the terms provided by sections 177 to 207 of the draft settlement bill and, in particular, will apply:

6.20.1 for a term of 100 years from settlement date; and

6.20.2 only if the deferred selection RFR land is not being disposed of in the circumstances provided by sections 185 to 196 of the draft settlement bill.

RIGHT OF FIRST REFUSAL OVER SPECIFIED AREA RFR LAND

6.21 The Ngāti Tama ki Te Waipounamu trustees, in common with all the iwi with interests in Te Tau Ihu, are to have a right of first refusal in relation to a disposal by the Crown of the specified area RFR land.

6.22 The right of first refusal set out in clause 6.20 is to be on the terms provided by sections 177 to 207 of the draft settlement bill and, in particular, will apply:

6.22.1 for a term of 100 years from settlement date; and

NGĀTI TAMA KI TE TAU IHU DEED OF SETTLEMENT

6: FINANCIAL AND COMMERCIAL REDRESS

6.22.2 only if the specified area RFR land:

- (a) is vested in, or the fee simple estate in it is held by, the Crown, on the settlement date; and
- (b) is not being disposed of in the circumstances provided by sections 185 to 196 of the draft settlement bill.

RIGHT OF FIRST REFUSAL OVER SETTLEMENT IWI RFR LAND

6.23 The Ngāti Tama ki Te Waipounamu trustees, in common with Te Pātaka a Ngāti Kōata, the Ngāti Rārua Settlement Trust and the Te Ātiawa o Te Waka-a-Māui Trust, are to have a right of first refusal in relation to a disposal by the Crown of the settlement iwi RFR land.

6.24 The right of first refusal set out in clause 6.22 is to be on the terms provided by sections 177 to 207 of the draft settlement bill and, in particular, will apply:

6.24.1 for a term of 169 years from settlement date; and

6.24.2 only if the settlement iwi RFR land:

- (a) is vested in, or the fee simple estate in it is held by the Crown on the settlement date; and
- (b) is not being disposed of in the circumstances provided by sections 185 to 196 of the draft settlement bill.

7 DEED OF COVENANT, SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

NGĀTI TAMA KI TE WAIPOUNAMU TRUST

7.1 Ngāti Tama ki Te Tau Ihu agree:

- 7.1.1 to establish the Ngāti Tama ki Te Waipounamu Trust by properly executing the deed of trust in that name in the form previously approved by the Crown;
- 7.1.2 to ensure the Ngāti Tama ki Te Waipounamu trustees sign and deliver to the Crown the deed of covenant in the form set out in part 9 of the documents schedule; and
- 7.1.3 to comply with clauses 7.1.1 and 7.1.2 no later than 6 May 2013.

APPOINTMENT OF AGENT FOR NGĀTI TAMA KI TE TAU IHU

7.2 Ngāti Tama ki Te Tau Ihu agree that:

- 7.2.1 the Ngati Tama Manawhenua Ki Te Tau Ihu Trust is appointed as the agent for Ngāti Tama ki Te Tau Ihu from the date of this deed until the date that the Ngāti Tama ki Te Waipounamu trustees have signed and delivered the deed of covenant in accordance with clause 7.1.2;
- 7.2.2 the agent must ensure that clause 7.1.1 is complied with; and
- 7.2.3 the agent may take any of the following actions on behalf of Ngāti Tama ki Te Tau Ihu under this deed:
 - (a) give and receive a notice or other communication;
 - (b) exercise a right or power; and
 - (c) waive a provision.

SETTLEMENT LEGISLATION

7.3 Within 12 months after the date of this deed, the Crown will propose a bill for introduction to the House of Representatives that includes Parts 4 to 6A of the draft settlement bill, provided that:

- 7.3.1 the Crown has signed deeds of settlement with all of the iwi with interests in Te Tau Ihu; and
- 7.3.2 clause 7.1 has been complied with.

7.4 The bill proposed for introduction may include changes:

- 7.4.1 of a minor or technical nature; or

NGĀTI TAMA KI TE TAU IHU DEED OF SETTLEMENT

7: DEED OF COVENANT, SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

- 7.4.2 where clause 7.4.1 does not apply, where those changes have been agreed in writing between:
- (a) the Crown and the Ngati Tama Ki Te Tau Ihu Trust (if the deed of covenant referred to in clause 7.1.2 has not yet been signed and delivered to the Crown); or
 - (b) the Crown and the Ngāti Tama ki Te Waipounamu trustees (if the deed of covenant referred to in clause 7.1.2 has been signed and delivered to the Crown).
- 7.5 Ngāti Tama ki Te Tau Ihu and the Ngāti Tama ki Te Waipounamu trustees will support the passage through Parliament of the settlement legislation that gives effect to this deed of settlement.
- 7.6 Ngāti Tama ki Te Tau Ihu, the Ngāti Tama ki Te Waipounamu trustees, and the Crown will maintain open channels of communication and work together as is necessary during the passage of the bill through the House of Representatives.
- 7.7 The settlement legislation will, on the terms provided by part 6A of the draft settlement bill:
- 7.7.1 dissolve the Ngati Tama Manawhenua Ki Te Tau Ihu Trust;
 - 7.7.2 vest the assets and liabilities of the Ngati Tama Manawhenua Ki Te Tau Ihu Trust in the Ngāti Tama ki Te Waipounamu trustees (excluding, for the avoidance of doubt, the assets and liabilities of the Tama Asset Holding Company Limited);
 - 7.7.3 provide that upon vesting, to the extent that any asset or liability is owned or held subject to any charitable trusts, the asset or liability vests in the Ngāti Tama ki Te Waipounamu trustees:
 - (a) freed of those charitable trusts; but
 - (b) subject to those trusts expressed in the deed of trust for the Ngāti Tama ki Te Waipounamu Trust;
 - 7.7.4 provide, in respect of the Tama Asset Holding Company Limited, that:
 - (a) to the extent that any asset or liability of that company is held subject to any charitable purposes:
 - (i) the asset or liability is freed of those charitable purposes; and
 - (ii) the company's constitution is deemed to have been amended to the extent necessary to give effect to clause 7.7.4(a)(i); and
 - (b) if that company is a tax charity for the purposes of the Inland Revenue Acts, the company ceases to be a tax charity; and
 - 7.7.5 provide for various transitional arrangements in respect of the Ngati Tama Manawhenua Ki Te Tau Ihu Trust and the Ngāti Tama ki Te Waipounamu Trust, including-transitional taxation arrangements.

NGĀTI TAMA KI TE TAU IHU DEED OF SETTLEMENT

7: DEED OF COVENANT, SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

SETTLEMENT CONDITIONAL

- 7.8 This deed, and the settlement, are conditional on the settlement legislation coming into force.
- 7.9 Despite clause 7.8, upon signing:
- 7.9.1 this deed is “without prejudice” until it becomes unconditional and, in particular, it may not be used as evidence in proceedings before, or presented to, a court, tribunal, or other judicial body; and
- 7.9.2 the following provisions of this deed are binding:
- (a) clauses 7.1 and 7.2 of this deed;
 - (b) clauses 7.8 to 7.10 of this deed;
 - (c) clauses 8.4 to 8.10 of this deed; and
 - (d) paragraph 1.3 and parts 3 to 6 of the general matters schedule.
- 7.10 Clause 7.9.1 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

TERMINATION

- 7.11 The Crown or the Ngāti Tama ki Te Waipounamu trustees may terminate this deed, by notice to the other, if:
- 7.11.1 the settlement legislation giving effect to this deed has not come into force within 30 months after the date of this deed; and
- 7.11.2 the terminating party has given the other party at least 40 business days' notice of an intention to terminate.

ON TERMINATION

- 7.12 If this deed is terminated in accordance with its provisions, it:
- 7.12.1 (and the settlement) are at an end; and
- 7.12.2 does not give rise to any rights or obligations; but
- 7.12.3 remains “without prejudice”.

8 INTEREST, GENERAL, DEFINITIONS AND INTERPRETATION

INTEREST

- 8.1 The Crown will pay the Ngāti Tama ki Te Waipounamu trustees on the settlement date interest on \$8,242,356.16 (being the amount referred to in clause 6.2.3 less the amount referred to in clause 6.3).
- 8.2 The interest payable under clause 8.1 is payable:
- 8.2.1 for the period from 11 February 2009, being the date of the letter of agreement, to (but not including) 11 February 2011; and
 - 8.2.2 for the period from the date of the initialling of this deed, being 7 October 2011, to (but not including) the settlement date; and
 - 8.2.3 for both the periods in 8.2.1 and 8.2.2, at the rate from time to time set as the official cash rate, calculated on a daily basis but not compounding.
- 8.3 The interest is:
- 8.3.1 subject to any tax payable in relation to it; and
 - 8.3.2 payable after withholding any tax required by legislation to be withheld.

GENERAL

- 8.4 The general matters schedule includes provisions in relation to:
- 8.4.1 the effect of the settlement and its implementation;
 - 8.4.2 taxation, including indemnities from the Crown in relation to taxation;
 - 8.4.3 the giving of notice under this deed or a settlement document; and
 - 8.4.4 amending this deed.

HISTORICAL CLAIMS

- 8.5 In this deed, **historical claims**:
- 8.5.1 means every claim (whether or not the claim has arisen or been considered, researched, registered, notified or made by or on the settlement date) that Ngāti Tama ki Te Tau Ihu, or a representative entity, had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that:
 - (a) is, or is founded on, a right arising:
 - (i) from the Treaty of Waitangi or its principles;

NGĀTI TAMA KI TE TAU IHU DEED OF SETTLEMENT

8: INTEREST, GENERAL, DEFINITIONS AND INTERPRETATION

- (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
- 8.5.2 includes every claim to the Waitangi Tribunal to which clause 8.5.1 applies that relates exclusively to Ngāti Tama ki Te Tau Ihu or a representative entity, including the following claims:
 - (a) Wai 723;
 - (b) Wai 1043; and
 - (c) Wai 1734; and
- 8.5.3 includes every other claim to the Waitangi Tribunal to which clause 8.5.1 applies, so far as it relates to Ngāti Tama ki Te Tau Ihu or a representative entity, including the following claims:
 - (a) Wai 56;
 - (b) Wai 102; and
 - (c) Wai 104.
- 8.6 However, **historical claims** does not include the following claims:
 - 8.6.1 a claim that a member of Ngāti Tama ki Te Tau Ihu, or a whānau, hapū, or group referred to in clause 8.8.1(c), may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in clause 8.8.1(a); and/or
 - 8.6.2 a claim that a representative entity may have to the extent the claim is, or is founded on, a claim referred to in clause 8.6.1.
- 8.7 To avoid doubt, clause 8.5.1 is not limited by clauses 8.5.2 or 8.5.3.

NGĀTI TAMA KI TE TAU IHU DEED OF SETTLEMENT

8: INTEREST, GENERAL, DEFINITIONS AND INTERPRETATION

NGĀTI TAMA KI TE TAU IHU

8.8 In this deed:

8.8.1 **Ngāti Tama ki Te Tau Ihu** means:

- (a) the collective group composed of individuals who are descended from an ancestor of Ngāti Tama ki Te Tau Ihu; and
- (b) includes those individuals referred to in (a); and
- (c) includes any whānau, hapū, or group to the extent that it is composed of individuals referred to in clause 8.8.1(a) and (b) of this definition;

8.8.2 a person is **descended** from another person if the first person is descended from the other by:

- (a) birth; or
- (b) legal adoption; or
- (c) Māori customary adoption in accordance with the Ngāti Tama ki Te Tau Ihu tikanga (customary values and practice);

8.8.3 **Ngāti Tama ki Te Tau Ihu area of interest** means the area of interest of Ngāti Tama ki Te Tau Ihu in part 1 of the attachments; and

8.8.4 **ancestor of Ngāti Tama ki Te Tau Ihu** means:

- (a) a tūpuna named in part 8 of the documents schedule; or
- (b) any other tūpuna who exercised customary rights predominantly in relation to the Ngāti Tama ki Te Tau Ihu area of interest at any time after 6 February 1840 and is recognised as:
 - (i) a Ngāti Tama ki Te Tau Ihu signatory to the second Deed of Purchase by the New Zealand Company signed at Arapawa Island in November 1839;
 - (ii) a Ngāti Tama ki Te Tau Ihu signatory to the Treaty of Waitangi in Te Tau Ihu;
 - (iii) a Ngāti Tama ki Te Tau Ihu owner among the original owners of the Māori Reserved lands in Nelson and Marlborough (such as Nelson native tenths reserves, occupation reserves, original native title blocks and landless natives reserves);
 - (iv) a Ngāti Tama ki Te Tau Ihu signatory to a deed of sale of land to the Crown during the 1840s and 1850s; or
 - (v) a person who, as Ngāti Tama ki Te Tau Ihu, held ahi kā roa in the Ngāti Tama ki Te Tau Ihu area of interest as established by censuses, Native Land Court and Māori Land Court records and other archives.

NGĀTI TAMA KI TE TAU IHU DEED OF SETTLEMENT

8: INTEREST, GENERAL, DEFINITIONS AND INTERPRETATION

8.8.5 **customary rights** means rights according to tikanga Māori (Māori customary values and practices) including:

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

ADDITIONAL DEFINITIONS

8.9 The definitions in part 5 of the general matters schedule apply to this deed.

INTERPRETATION

8.10 The provisions in part 6 of the general matters schedule apply in the interpretation of this deed.

NGĀTI TAMA KI TE TAU IHU DEED OF SETTLEMENT

SIGNED as a deed on [20 April 2013]

SIGNED for and on behalf of
NGĀTI TAMA KI TE TAU IHU
by the trustees of the Ngati Tama
Manawhenua Ki Te Tau Ihu Trust in the
presence of:

Fred Te Miha

John Ward-Holmes

Signature of Witness

Anthony Little

Witness Name:

Occupation:

Address:

Robert McKewen

Margaret Little

Judith Billens

Mairangi Reiher

Hinga Te Miha

Moetu Stephens

Andrew Stephens

NGĀTI TAMA KI TE TAU IHU DEED OF SETTLEMENT

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

Hon Christopher Finlayson

in the presence of:

Signature of Witness

Witness Name:

Occupation:

Address:

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

NGĀTI TAMA KI TE TAU IHU DEED OF SETTLEMENT

Other witnesses / members of Ngāti Tama ki Te Tau Ihu who support the settlement