

NGĀTI RANGI

and

THE TRUSTEES OF TE TŌTARAHOE O PAERANGI TRUST

and

THE CROWN

RUKUTIA TE MANA

**DEED OF SETTLEMENT OF
HISTORICAL CLAIMS**

Rukutia te Mana Tupua

Rukutia te Mana Tawhito

Rukutia te Mana Matua

Rukutia te Mana Toka

[DATE]

PURPOSE OF THIS DEED

This deed –

- sets out an account of the acts and omissions of the Crown before 21 September 1992 that affected Ngāti Rangi and breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles; and
- provides an acknowledgement by the Crown of te Tiriti/the Treaty breaches and an apology; and
- specifies the cultural redress, and the financial and commercial redress, to be provided in settlement to the governance entity that has been approved by Ngāti Rangi to receive the redress; and
- includes definitions of –
 - the historical claims; and
 - Ngāti Rangi; and
- 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 RANGI

and

THE TRUSTEES OF TE TŌTARAOE O PAERANGI TRUST

and

THE CROWN

1 KUPU WĀWAHI: BACKGROUND

***Whaia i te pare-i-te-taitonga
Tērā taku lka e muramura ana te ahi kā o Paerangi***

*Pursue that which wards off the southern winds (Paretetaitonga)
There you will find my land where the fires of occupation of Paerangi kindle*

TE WHARE TOKA O PAERANGI

- 1.1. Ko te Whare Toka o Paerangi, koia ko Ruapehu maunga e tū nei i te puku o te lka-a-Māui hei poutokomanawa mō te lka. Ko ngā āhuatanga o te poutokomanawa e hāngai pū ana ki tōna tūranga i waenga i te Kāhui Maunga, tērā ko Matua te Mana.

Mount Ruapehu, the House of Stone of Paerangi, stands in the middle of the North Island as the centre pillar of the Great Fish of Māui. The centre pillar metaphor complements his role as the central figure of the Mountain Clan, the Absolute of Authority.

- 1.2. Ko tēnei mana i ahu mai i te kōpu tonu o Papatūānuku, ka kumea ake e Pikimai Rawea, e Ranginui e tū iho nei, hei whenua, a nā wai rā, hei maunga kōrero, hei pātaka iringa mana mō te lka-a-Māui tatū mai ki a tātau te kaupapa tangata.

His mana has its origins in the depths of Papatūānuku, drawn by Maui's Fishing Hook, Pikimai Rawea, it was drawn forth by Sky Father and turned the fish to land and into a mountain and this mana was then bestowed upon us as a people.

- 1.3. Ko Ngāti Rangi ngā uri a Paerangi atua, a Paerangi tipua, a Paerangi tupuna e hono kau ana ki te mana tuku iho o ngā Atua o te pō heke iho ki a Matua te Mana. He hono tāngaengae i whakatōkia ki roto i te ira tangata taka iho ki a mātau ngā uri whakatupu o Ngāti Rangi, mai te wā i tapaina tō mātau maunga e Māui Tikitiki-a-Taranga e mea ana:

Nāku te ika i hī, nāku anō i whakatau

Ngāti Rangi are the descendants of Paerangi the God of the Milky Way, of the demi-god and ancestor and connect directly to the mana of the pantheon of Gods and of the mountain, Ruapehu. This metaphysical connection comes from the beginning of time and flows in the veins of the descendants of Ngāti Rangi since the time that Māui Tikitiki-a-Taranga named and recorded its name in the following proverb:

It was I that fished up and calmed the Great Fish

- 1.4. Nō Matua te Mana te mana motuhake o Ngāti Rangi, te iwi o Paerangi, heke iho ki a mātau e hāpai ana, e pupuru ana i te mana atua, i te mana whenua, i te mana tupuna urunga tomo ki hēnei rangi ki te mana kei te kaupapa tangata. Ko tōna mana, e hono kau ana ki ngā maunga whakahī me ngā wai tuku kiri o te lka nui. Nō reira, me pēnei anō, ko te mana motuhake o hāna uri o Ngāti Rangi e tū nei hei tohu, hei whakaatu ki te ao.

The mana motuhake of Ngāti Rangi, the descendants of Paerangi, emanates from Ruapehu (Matua te Mana) and this responsibility has been carried from our origins as a people through to the present. Our mana motuhake connects to our mountains, land and waterways. This responsibility that continues to be exercised stands as a testament to Ngāti Rangi as a tribal nation.

1: KUPU WĀWAHI: BACKGROUND

NGĀTI RANGI TE IWI, TE WHENUA

Muramura te ahi kā o Paerangi, muramura hoki ko au

I am the eternal flame of the House of Stone (Mount Ruapehu) of Paerangi

- 1.5. Ngāti Rangi have, since time immemorial, maintained mana motuhake and exercised rights and responsibilities in relation to their rohe and to their whanaunga in accordance with their kawa, tikanga and ritenga.
- 1.6. Ngāti Rangi's rohe or tribal domain included their whenua, maunga, awa and other taonga (lands, mountains and rivers and their surrounds), which were central to Ngāti Rangi's existence and survival and to their health and wellbeing, both physically and spiritually. Numerous kāinga and pā sites, urupā and other wāhi tapu extend across their rohe. The landscape is filled with sites reflecting Ngāti Rangi's ancient association with the whenua, named by or for significant Ngāti Rangi tūpuna and historical events.

I ahu mai te reo rākei kura i ngā tongi kura o te ao nei

The poetry of language and culture is a reflection of the poetry of the landscape

- 1.7. Sacred sites within Ngāti Rangi's rohe include nationally significant and iconic sites and places, including Ngāti Rangi's sacred maunga Ruapehu (situated within the Tongariro National Park), the Whangaehu River, known as Te Waiū-o-te-Ika, the Waiōuru Defence Lands and Tangiwai. As well as being of deep spiritual importance to Ngāti Rangi, these places are also of particular importance to Aotearoa/New Zealand's cultural and environmental heritage and economic development.
- 1.8. Ngāti Rangi, including its constituent hapū, continues to ensure that its language and histories are maintained and upheld. For Ngāti Rangi, this settlement is an opportunity to restore its language and histories to both the landscape in the Ngāti Rangi rohe and the national consciousness.

NGĀTI RANGI CLAIMS

- 1.9. Since the signing of te Tiriti o Waitangi at Whanganui in May 1840, Ngāti Rangi has fulfilled its obligations as a Tiriti/Treaty partner, and consistently raised their grievances directly with the Crown.
- 1.10. Ngāti Rangi's claims under te Tiriti o Waitangi stem primarily from the Crown's treatment of Ngāti Rangi and its failure to recognise Ngāti Rangi's mana motuhake in the years since the signing of te Tiriti o Waitangi. Particular grievances relate to the Crown's treatment of Ngāti Rangi's people, Ruapehu and the Whangaehu River, and concern the establishment of the Tongariro National Park and the Tongariro Power Development scheme.
- 1.11. Ruapehu is within the boundaries of the Tongariro National Park. The Tongariro National Park was established by the Tongariro National Park Act 1894, and formally proclaimed in 1907. Ngāti Rangi's grievances in relation to the Park concern, among other matters, the Crown's establishment of the Park without consulting with Ngāti Rangi or seeking Ngāti Rangi's agreement and the effects of commercial development in the Park on Ruapehu.
- 1.12. The Whangaehu River contributes significantly to national power generation because waters are diverted from 26 tributaries of the Whangaehu River by the Eastern Diversion of the Tongariro Power Development scheme into Lake Taupō and then into the Waikato River. Ngāti Rangi's grievances in relation to the Tongariro Power

1: KUPU WĀWAHI: BACKGROUND

Development scheme concern, among other matters, the Crown's establishment of the scheme without consulting with Ngāti Rangi or seeking Ngāti Rangi's agreement, and the effects of the scheme on the mouri of the affected waterways.

- 1.13. Legal proceedings were also pursued by Ngāti Rangi, together with their Whanganui whanaunga, in connection with the operation of the Tongariro Power Development scheme, which was established in the late 1960s through to the mid 1980s without reference to Ngāti Rangi. In 2000, Ngāti Rangi advanced their opposition in the courts to the applications for resource consents by Genesis Power Limited which were considered by the Waikato and Manawatū-Wanganui Regional Councils. That litigation continued in the Environment Court, High Court, Court of Appeal and Supreme Court between 2001 and 2010.

WAITANGI TRIBUNAL

- 1.14. Ngāti Rangi has been an active participant in the Waitangi Tribunal's National Park (Wai 1130) and Whanganui Land (Wai 903) district inquiries, both of which have been concluded. The Waitangi Tribunal's *Te Kāhui Maunga: The National Park District Inquiry Report* was released in November 2013, whilst *He Whiritaunoka: The Whanganui Lands Report* was released in October 2015.
- 1.15. Both of these Tribunal reports found that the Crown breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles in relation to the establishment of the Tongariro National Park and the Tongariro Power Development scheme.
- 1.16. Ngāti Rangi has also been engaged in the Waitangi Tribunal's Taihape (Wai 2180) district inquiry, although not as extensively as in previous inquiries given its focus on entering into settlement negotiations.
- 1.17. Ngāti Rangi also actively supported the Whanganui River Waitangi Tribunal hearings in 1994.

WHANGANUI COLLECTIVE APPROACH

Mā te maunga hei tiaki mō te katoa
Mā te awa hei tiaki mō te katoa
Mā ngā whenua hei tiaki mō te katoa

Let the mountain be cared and managed, for and on behalf of everyone
Let the river be cared and managed, for and on behalf of everyone
Let the lands be cared and managed, for and on behalf of everyone

- 1.18. The Crown acknowledges that there are four large natural groups in the Whanganui District that have agreed to maintain a collective strategy to support and enhance each other through the Crown's process of settling historical grievances associated with the Kāhui Maunga, the Awa Tupua and distinctive land settlements.
- 1.19. Ngāti Rangi, as the first of the land groups within the Whanganui District to reach settlement, affirms its commitment to the Whanganui Collective Strategy articulated in the principle above. This principle guides the collective to ensure that it upholds tikanga Whanganui to ensure that any whanaungatanga or redress matters that results in shared and/or overlapping issues with large natural groups or shared hapū and/or marae will be conducted with integrity based on the premise:

He mana tō tēnā, tō tēnā. He mana tō te katoa

Each collective has autonomy that comes from its strength as a collective.

1: KUPU WĀWAHI: BACKGROUND

NGĀTI RANGI NEGOTIATIONS

- 1.20. The Ngāti Rangi Trust was established in 1992 by Ngāti Rangi pāhake and claimants. The Trust was established following discussions in the late 1980s and early 1990s amongst Ngāti Rangi and broader Whanganui, including the Whanganui River Māori Trust Board, to co-ordinate and manage iwi affairs and progress the settlement of te Tiriti o Waitangi/Treaty of Waitangi grievances, in particular relating to Ruapehu.
- 1.21. On 1 March 2013, Ngāti Rangi gave the Ngāti Rangi Trust a mandate to negotiate a deed of settlement with the Crown by a vote through a secret ballot of 99.5% in favour of the resolution following a series of mandate hui in February and March 2013.
- 1.22. On 6 August 2014, the Crown recognised the Ngāti Rangi Trust's mandate to represent Ngāti Rangi in settlement negotiations with the Crown.
- 1.23. On 27 February 2015, the Crown and the Ngāti Rangi Trust agreed the scope, objectives, and general procedures for the negotiations by terms of negotiation and signed terms of negotiation.
- 1.24. On 15 March 2017, the Crown and the Ngāti Rangi Trust signed an agreement in principle for the settlement of the historical claims of Ngāti Rangi.
- 1.25. Since the agreement in principle, the Crown and the Ngāti Rangi Trust have had extensive negotiations conducted in good faith and have negotiated and initialled a deed of settlement.

NGĀ POUPOU O TE WHARETOKA - NGĀTI RANGI SETTLEMENT FRAMEWORK

- 1.26. Through this settlement, Ngāti Rangi seeks to repair and re-establish its relationship with the Crown. Ngāti Rangi's settlement negotiations with the Crown have been founded on the following principles:
 - ***Kia mau ki te wairua o Te Tiriti o Waitangi;***
 - ***Ahako haere te Karauna ki hea, ka haere hoki a Ngāti Rangi;***
 - ***Ka whakaae te Karauna ki te mana motuhake o Ngāti Rangi; me***
 - ***Ka whakaora anō tō mātau mana kia toitū a Ngāti Rangi me ngā hapū, ngā whānau me ngā tini uri.***
 - *To uphold the spirit of the Treaty of Waitangi;*
 - *Where the Crown goes, so goes Ngāti Rangi;*
 - *Acknowledgment of te mana motuhake o Ngāti Rangi; and*
 - *Restoration of a cultural, environmental, economic, family and social base of Ngāti Rangi.*
- 1.27. These principles led to the creation of a settlement framework underpinning Ngāti Rangi's settlement. The framework is called Ngā Poupou o te Wharetoka (The Pinnacles of the House of Stone of Paerangi).
- 1.28. Ngā Poupou o te Wharetoka comprises six Poupou which are all necessarily interlinked and which form the framework for this deed of settlement, namely:
 - 1.28.1. Te Matapihi (Partnership):
 - 1.28.2. Hohourongo (Reconciliation):
 - 1.28.3. Ngāti Rangitanga (Ngāti Rangi Nationhood):

1: KUPU WĀWAHI: BACKGROUND

- 1.28.4. Te Ao Tūroa (Environment):
- 1.28.5. Hauoratanga (Well-being):
- 1.28.6. Muramura Te Ahi (Prosperity).

RATIFICATION AND APPROVALS

- 1.29. Ngāti Rangi have, since the initialling of the deed of settlement, by a majority of –
 - 1.29.1. [percentage]%, ratified this deed; and
 - 1.29.2. [percentage]%, approved its signing on their behalf by [the governance entity][a minimum of [number] of] the mandated signatories]; and
 - 1.29.3. [percentage]%, approved the governance entity receiving the redress.
- 1.30. Each majority referred to in clause 1.29 is of valid votes cast in a ballot by eligible members of Ngāti Rangi.
- 1.31. The governance entity approved entering into, and complying with, this deed by [process (resolution of trustees etc)] on [date].
- 1.32. The Crown is satisfied –
 - 1.32.1. with the ratification and approvals of Ngāti Rangi referred to in clause 1.29; and
 - 1.32.2. with the governance entity's approval referred to in clause 1.31; and
 - 1.32.3. the governance entity is appropriate to receive the redress.

AGREEMENT

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

2 KO TE POUPOU HOHOURONGO: RECONCILIATION (HISTORICAL ACCOUNT)

- 2.1. The Crown's acknowledgement and apology to Ngāti Rangi in part 3 are based on this historical account.

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

NGĀTI RANGI HISTORICAL BACKGROUND

- 2.2. In clauses 2.2 to 2.42, Ngāti Rangi describe their kōrero tuku iho (traditional history) and their origins.
- 2.3. Ngāti Rangi is commonly referred to by reputed scholars of Whanganui tribal wānanga as 'he matua iwi'. This reference highlights Ngāti Rangi as one of the 'original clans' that make up the confederation of tribes of Whanganui nui tonu, as we know it today.
- 2.4. Taitoko Te Rangihwinui (Major Kemp), recognised nineteenth century Ngāti Rangi (as well as other iwi) statesman, acknowledged that there are two eponymous ancestors that form the ancient rootstock of Whanganui Iwi. One is Ruatipua and the other is Paerangi.
- 2.5. The earliest discovery of Aotearoa, is attributed to Te Kāhui Māui, the Māui Clan. The pepeha that has been retained through oral tradition is:

“Ko Tahu-a-rangi te waka.

Tahu-a-rangi is the ancestral vessel.

Ko Rangi-tukutuku te aho.

Rangi-tuku-tuku is the fishing line.

Ko Piki-mai-rawea te matau.

Piki-mai-rawea is the hook.

Ko Hāhā-te-whenua te ika kei rō wai.

Hāhā-te-whenua is the fish (of Māui) whilst under the ocean”.

- 2.6. To the uninitiated, it needs to be explained that the rudimentary pepeha is actually a codified reference to the astrological co-ordinates and geographical phenomena utilised by these ancient 'way finders' circa 600B.C, to voyage to New Zealand from Hawaiki-nui.
- 2.7. In accordance with Ngāti Rangi tribal narrative and the customary rights of tenure, the Kāhui Māui are the basis of their 'take taunaha' – 'right by discovery'.
- 2.8. In keeping with the tenets of 'take taunaha', it was Te Kāhui Māui who performed the first ritual of naming the land (tapatapa), giving sacred expression to the names of the mountain peaks within the Central Plateau and on the West Coast.

2: KO TE POUPOU HOHOURONGO: RECONCILIATION (HISTORICAL ACCOUNT)

“Matua-te-mana” – “absolute of authority” (Mount Ruapehu)

“Matua-te-tapu” – “absolute of things sacred” (Mount Taranaki)

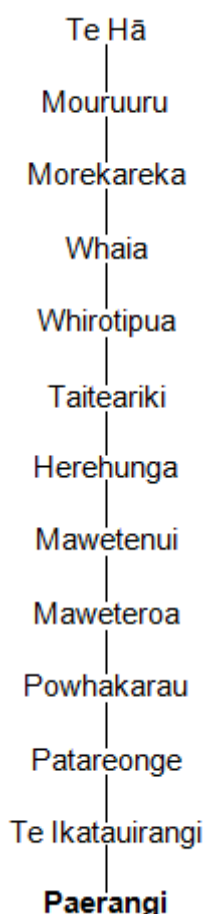
“Matua-te-toa” – “absolute of the warrior code” (Mount Tongariro)

“Matua-te-pono” – “absolute in servitude” (Mount Ngauruhoe)

“Matua-te-hine” – “absolute of the female essence” (Mount Pihanga)

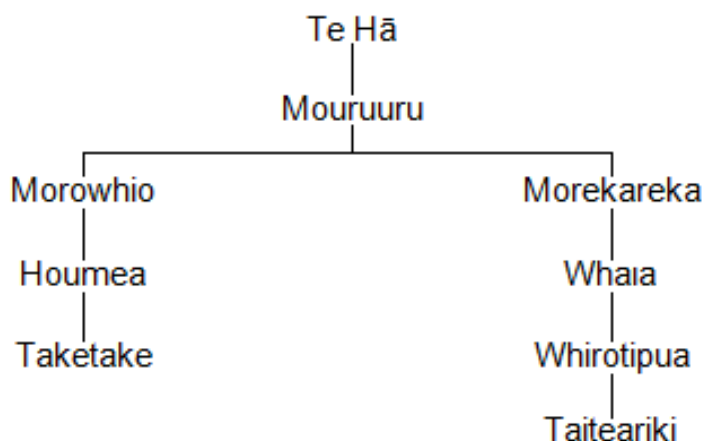
“Matua-te-puhi” – “absolute of purity” (Te Rauhoto)

- 2.9. Collectively, the above mountains are known as “Te Kāhui Maunga” – “the Mountain Clan.”
- 2.10. Key navigational landmarks were also named and recorded, including the highest visible peak of Ruapehu called “Pare-te-tai-tonga” – “Guardian of the Southern Region.” Upon their return to Hawaiki-nui, Te Kāhui Māui shared their knowledge of their discovery with their people. This would lead to the next phase of first residential occupation in the south east quadrant of Ruapehu by an ancestor known as Te Hā.



- 2.11. Te Hā was an early tangata whenua ancestor, associated with the lands around Ruapehu, in particular, the south eastern slopes undulating out to the lands of Te Onetapu.
- 2.12. Conflict arose between the descendants of Houmea and Whirotipua, when the children of Houmea, named Tura and Rotuia killed Taiteariki at the summit of what is now the Desert Road, using slings and stones. This sacred Ngāti Rangi site is known as Te Roro o Taiteariki, “the brain-matter of Taiteariki.” The spilling of his blood is forever commemorated in the name of “Te Onetapu Desert” – “The sacred sands”.

2: KO TE POUPOU HOHOURONGO: RECONCILIATION (HISTORICAL ACCOUNT)



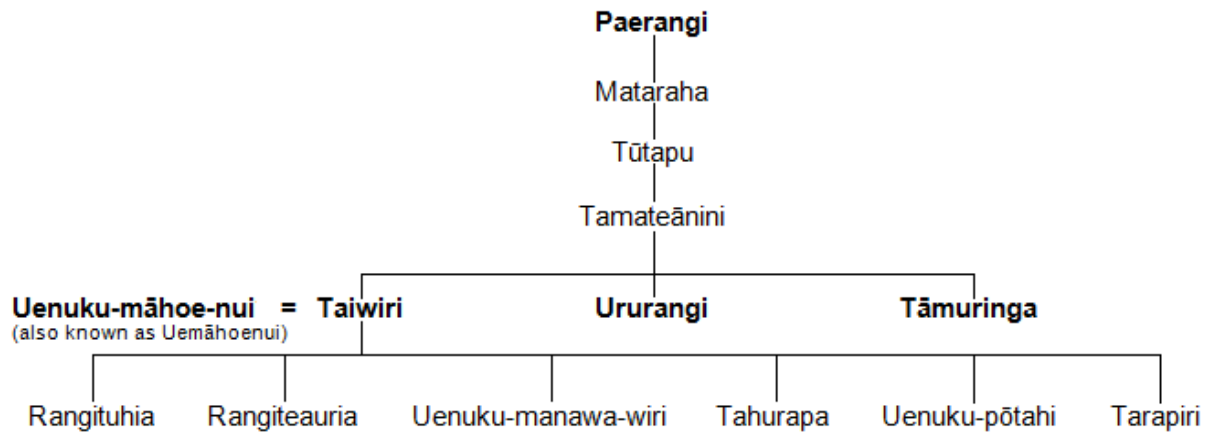
- 2.13. The slain body of Taiteariki was prepared for ritual interment at Ngā Rimutamaka, and later, transported up onto the summit of Ruapehu, and buried at Te Pā-tatau-o-te-rangi. A burial befitting the reigning nobility of the time.
- 2.14. Te Tini o Te Hā (The Multitudes of Te Hā) continued to evolve as a unique highly ritualised tribal society for the next several generations. The evolution of this pre-fleet iwi can be illustrated from the establishment of a socio-religious nucleus or tūahu known as Te Wiwini o Tū at a location known as Tuhirangi, in the vicinity of Waiōuru township. In parallel to this was the establishment of the sacred whare wānanga on the slopes of Ruapehu, known as Te Rangiwānangananga. Ngā Rimutamaka, would become reknowned as the place where the ritual rites of passage for the deceased nobility would take place, before being interred on the summit of Ruapehu. This practise of interment on the summit was still in practise in the early 1920s, and the whare wānanga only became inactive in 1966, due to colonial intrusion. This ritual practise of interment on the mountain summit is generic with tikanga practises of external iwi and highlights the connection of the elite nobility to their respective sacred maunga.
- 2.15. A new era of reign was heralded by the birth of Paerangi. His birth was foreseen by the seers through ritual divination. Born at Ngā Rimutamaka, he was seen as a prophesied leader who possessed the genetics of both the human and divine – ‘he tangata, he tipua’. Hence, he was known as ‘Paerangi-i-Te-Moungaroa’ – ‘Paerangi, God of the Milky Way’ and also ‘Paerangi-i-Te-Wharetoka’ – ‘Paerangi from the House of Stone’.
- 2.16. Aropeta Haere-tū-te-rangi, a nineteenth century Ngāti Rangi tupuna, makes a clear statement attesting to the ‘mana’ of Paerangi.

‘Nā Paerangi te whenua i parani’.

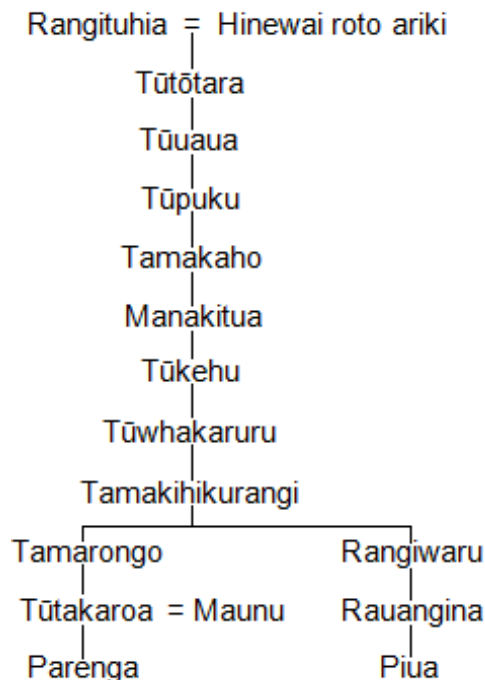
‘It was Paerangi who branded the land.’

- 2.17. Ngāti Rangi tribal narrative describes that Paerangi descended onto Ruapehu by the means of an ancestral bird ‘Te Rau-a-Moa’. Throughout Ngāti Rangi history thereafter, the sacred talisman, Te Rau-a-Moa and the mystical powers possessed by it, are well recorded in Whanganui customary narratives.

2: KO TE POUPOU HOHOURONGO: RECONCILIATION (HISTORICAL ACCOUNT)

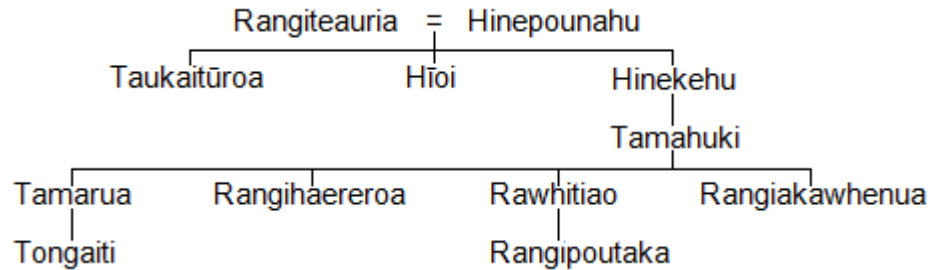


- 2.18. The union of Tamateanini's daughter, Taiwiri, to Uenuku-māhoe-nui was a strategic marriage to unite the two dynasties of Ruatipua, of the Whanganui River Valley and that of Paerangi of the mountain region. Ururangi, as the leading male, inherited the sacred responsibilities associated with maintaining the tūahu and the whare wānanga, whilst Taiwiri, the matriarch, inherited the 'mana' of the land between the Hautapu, Whangaehu and Mangawhero Rivers. Strategic marriages were vital to survival, as the advent of those peoples who had come with the 'fleet' of 1350, was being felt within the interior central plateau. The war lords of the Ruatipua dynasty presented an ideal alliance for the more passive religious society of the Paerangi people.



- 2.19. "Taiwiri conferred our right to the land. Uemāhoenui was the father of Manawawiri. I never heard anything about Taiwiri giving the land, but I know we have always lived on the land through Taiwiri. Rangituhia got their share, and Rangiteauria....Te Aro's people got their land at Tuhirangi the same way. Taiwiri divided the lands between her descendants and gave Manawawiri all the land north of Tokatapu. As their descendants got many, the lands were again divided."

2: KO TE POUPOU HOHOURONGO: RECONCILIATION (HISTORICAL ACCOUNT)



- 2.20. In the time of Rangiteauria's children, a war party of the Ngāti Hotu plundered the Murimotu Plains where Rangiteauria's descendants lived. Ngāti Rangi refer to Ngāti Hotu as their kinsmen. After the killing of Taiteariki at Te Onetapu, the descendants of Houmea migrated to Rotoaira.

'I hotuhotu te tangi o te iwi, i te matenga o Taiteariki.'

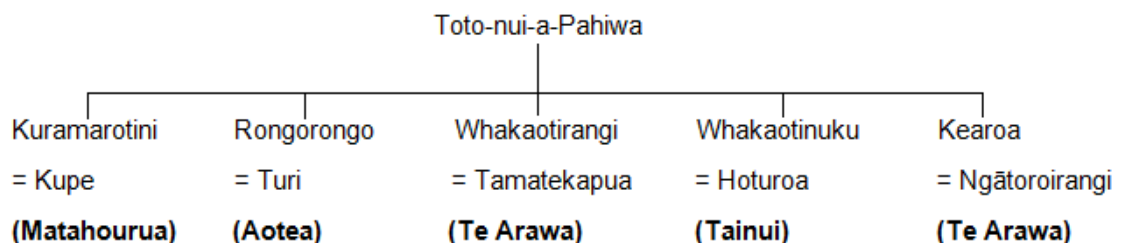
'The people lamented with anguish, due to the killing of Tai-Te-Ariki.'

- 2.21. Their lament as they left gave rise to the name bestowed upon them, hence Ngāti Hotu. The name also connects to Hoturapa who was a sibling of Taiteariki.
- 2.22. Taukaitūroa and Hīoi, the sons of Rangiteauria, after a period of mourning, went to Tamaāhuarere of the Kāhui Rere/Ngā Paerangi clans, where they obtained the sacred talisman, Te Rau-a-Moa. Empowered with the ability to fly, they transported themselves to Rotoaira. By means of karakia and stealth, they set fire to the wharepuni, Taurangi, and exacted 'utu' upon their kinsmen of Ngāti Hotu. The talisman remains with the Rangiteauria people to this day.
- 2.23. The advent of Kupe from Hawaiki Rangiātea aboard Matahourua waka is well accounted for in the Ngāti Rangi narrative. Kupe on arrival at the mouth of Te Wai-nui-a-Rua (the great waterway of Ruatipua), known today as the Whanganui River, named the vicinity at the river mouth – 'Te Kaihau a Kupe'. He then travelled up the river and in the vicinity of Kakata, Kupe shape-shifted his guardians into 'mokomoko nui' – 'giant reptiles'. The names of his guardians were Arai-te-uru and Niwa. He then instructed them to travel inland on a reconnaissance, following the Whanganui River valley. The guardians followed the river to Mokonui, and then, following the Whatauma Stream, they climbed the ridge of Mairehau, making clear their view to the foothills of Ruapehu. There they observed the occupational fires of an ancient clan – the Paerangi Clan. They returned to Kupe with the expression – 'kua kā kē ngā ahi' 'the fires of occupation already burn'. This whakataukī is commemorated in the Ngāti Rangi narrative as:

'Kua kā kē te ahikā roa o Paerangi-i-te-whare-toka.'

'The long standing fires of Paerangi have already been ignited.'

- 2.24. Following in the wake of Kupe after his return to Hawaiki Rangiātea and based upon the knowledge he imparted to Turi, the next waka to arrive to the west coast was Aotea.



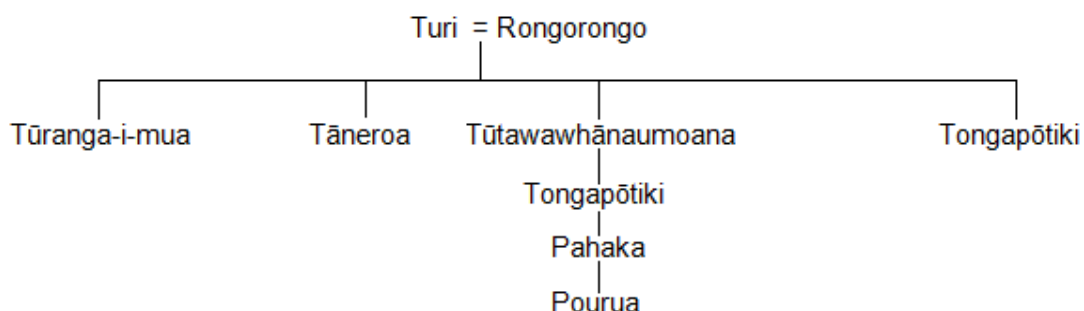
2: KO TE POUPOU HOHOURONGO: RECONCILIATION (HISTORICAL ACCOUNT)

- 2.25. While travelling to Aotearoa, Aotea was at Rangitāhuahua (Raoul Island) where Ruatea, Haunui-a-Paparangi and others left the damaged waka of Kurahaupō and joined the Aotea crew. Rangitāhuahua is memorialised in the name of the wharepuni which currently stands near the mouth of the Whangaehu River. It underscores the intermarriage between Paerangi, Aotea and Kurahaupō lines. Kurahaupō was famed for the knowledge its people had acquired and it was at this time the famous saying was coined:

‘Aotea utanganui mō te kai, mō te kōrero’

‘The abundant Aotea, full of food and knowledge.’

- 2.26. After making final landfall at Aotea Harbour, the people of Aotea migrated overland to Pātea, where they established themselves.

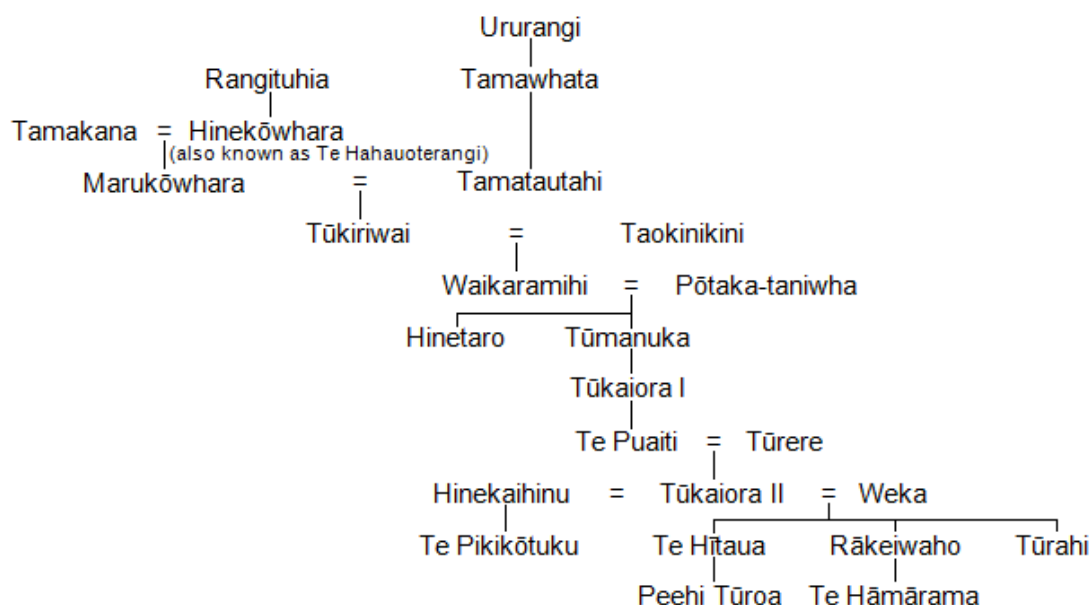


- 2.27. In the generation of Pourua, the tribal narrative recalls a meeting of chiefs on the watershed ridge that runs parallel to the west of the Whanganui River at Mātaimoana. This meeting was between Pourua, of the Aotea people, and Paerangi II of the Paerangi people. Their meeting was to delineate their mutually agreed boundaries based upon the watershed ridge, whereby those waterways that flow from the watershed ridge out to the west coast demark the lands of the Tūranga-i-mua clans, and those inland flowing east into the Whanganui River demark the lands of the Ngā Paerangi clans.
- 2.28. In this generation, it is evident that the descendants of Paerangi had evolved from their original area of primary occupation at the foot of Ruapehu, to occupy as far south as the coastal hinterland at the mouths of the Turakina, Whangaehu and Whanganui Rivers.
- 2.29. However, it would remain the principal duty of the descendants of Taiwiri and Ururangi to maintain the nucleus of the original ahikā in the shadow of their ancestral mountain, to ensure the continuity of the whare wānanga rituals and to uphold their sacred connection and duty as the mountain guardians.
- 2.30. The mountain and the associated river valleys, were well known for the abundance of food sources and wild game, prevalent in the wide expanses of native forests abounding Ruapehu. The mana over the lands and all their bounty leading up onto the foothills of Ruapehu was maintained by the descendants of Taiwiri and Ururangi and used seasonally by various hapū of Whanganui nui tonu who considered it a “shared commons”. The rights and control over such rich resources would become the cause for both internal and external conflicts, often resulting in the forging of new alliances through strategic marriages known as ‘tatau pounamu’.
- 2.31. This would lead to the arrival of fifteenth century ancestor, Pāmoana, into the Whangaehu Valley in search of the abundant kererū. Of Ngāti Ruanui origins, Pāmoana, was hosted by Tūkarangatai, of Ngā Paerangi, until his departure to live up

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the Whangaehu Valley amongst the descendants of Uenukumanawawiri, namely. The son of Rangiteauria, Taukaitūroa, took exception to the intrusion of this outsider, and so conflict was inevitable. A series of battles would ensue and new alliances would be formed between Pāmoana and the descendants of Uenukumanawawiri. Maruhikuata, son of Uenukumanawawiri, would join forces with Pāmoana to battle with his Rangiteauria cousins.

- 2.32. Pāmoana's grandsons married Uenukumanawawiri descendants, and this contributed to the establishment of a number of hapū, under the guise of Ngāti Pāmoana.
- 2.33. The trend of strategic alliances forged by deliberate marriage, is further highlighted with the marriage of Tamakana to the daughter of Rangituhia, Hinekōwhara (who was also known as Te Hahauoterangi). Such marriages resulted in either of two clear outcomes:
 - 2.33.1. the maintenance of the continuum of internal alliances between the Ruatipua and Paerangi rootstock; and
 - 2.33.2. the establishment of new alliances with the new tribal entities, now prominent on the hinterland of the tribal boundary.
- 2.34. The marriage of Tamakana to Hinekōwhara immediately ensured that the Whare Wānanga of Te Rangiwhānangananga was guaranteed safe from harm under the protectorate of the reigning warlords of the Ngāti Ruakōpiri battalions from the Manganui o Te Ao Valley.
- 2.35. Underpinning this internal alliance, was the inherent need to ensure the undisputed authority and responsibility over the entirety of the mountain (Ruapehu) and by military might, if necessary, repel those adverse to their stance. These marriages, ultimately, would lead to the eventual galvanising of the confederated tribes of Whanganui at the Battle of Kaiwhakauka (1819) on the upper Whanganui River.
- 2.36. As new identities evolved on the tribal landscape, conflict became inevitable and the clans of Taiwiri, Ururangi and Tamakana, collectively, continued to build their resolve, to maintain their ahikā upon their ancestral lands that circumnavigate the base of their sacred ancestral mountain, Maunga Ruapehu.



NB: There are varied generational whakapapa differences regarding Tamatautahi but all confirm his descent from Ururangi.

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- 2.37. In the generation of Tūkaia II, a war party from the eastern flanks, in revenge for the killing of their chief, exacted utu upon a party of people, in occupation at Pakiaka, killing many, including Tūkaia's mother. Those spared, including Tūkaia, were appointed the gruesome task of carrying the spoils of war, befitting the toil of a slave.
- 2.38. Upon receiving the news of the death of his wife and the enslavement of his son, Te Puaiti rallied a combined force of Ngāti Ruakōpiri and Rangipoutaka, and engaged the enemy at Te Rere o Parekura, in the vicinity of Tangiwai. Revenge was swift and absolute, with the invading party of 600 men, being almost totally annihilated. Tūkaia II, upon reaching the age of manhood, married twins from the Hekeawai clan, namely Hinekaihinu and Weka.
- 2.39. Te Pikikōtuku, in his time, would establish his mana as the primary overlord and protector of the Whanganui tribal estate, from the mountain to the sea.
- 2.40. His mantle would be succeeded to by his nephew, Te Peehi Tūroa in an era that marked the advent of the European and the unprecedented change of colonisation.
- 2.41. In 1819, the forerunner of colonisation was to be seen in the form of the muskets possessed by the invasion forces from the North, numbering three thousand strong. Upon returning from the conquest of Te Awa o Kairangi (Hutt Valley), the invasion force forced its way up the Whanganui River. The climactic outcome would take place at the Battle of Kaiwhakauka.
- 2.42. The Northern invaders were defeated by a combined force of tribes from Whanganui, Tuhua and the Lake Taupō regions. This was made possible by the alliances that include the descendants of Ngāti Rangi today.

NGĀTI RANGI AT 1840

- 2.43. In 1840 Ngāti Rangi resided in the length and breadth of their traditional territory, seasonally locating themselves in selected areas. Ngāti Rangi had interests in lands to the east, south, and west of Ruapehu, where their rights of occupation were maintained by ahikā (burning fires of occupation) by a small number of important chiefly whānau. The numbers of Ngāti Rangi here would swell during seasons for gathering, cultivating and hunting. When not in residence in their mountain home, the majority of Ngāti Rangi occupied lands in the central part of the Whanganui River between Rānana and Hiruhārama. Seasonally, Ngāti Rangi travelled down the Whanganui River to fish at the mouth of the river and out to sea. Ngāti Rangi stayed at local kāinga at these times. In the 1870s, many Ngāti Rangi returned to their mountain home at the behest of a leading rangatira, Pāora Poutini, who foresaw the impact of the Native Land Court on Ngāti Rangi's occupation rights. He extolled:

Haere, hoki Ngāti Rangi ki Ngā Turi o Murimotu

Kawea te wheua ora ki a koe

Waiho i muri mai te wheua mate ki a au

Go, return Ngāti Rangi to Ngā Turi o Murimotu [the mountain Te Turi o Murimotu
and those of Ngāti Rangi who occupied the Murimotu area as sentinels for the iwi]

Carry the bones of the living

Leave the bones of the dead with me

2: KO TE POUPOU HOHOURONGO: RECONCILIATION (HISTORICAL ACCOUNT)

TE TIRITI O WAITANGI

- 2.44. In April 1840, Governor Hobson sent a missionary with a copy of te Tiriti o Waitangi south to the Cook Strait region to secure as many signatures as possible. On 23 May 1840, te Tiriti o Waitangi was signed by nine Whanganui rangatira with Ngāti Rangi affiliations including Te Māwae, Te Rereomaki, Te Anaua and Te Peehi Tūroa. On 31 May 1840, te Tiriti was signed by Te Peehi Pakoro Tūroa, the son of Te Peehi Tūroa, at Waikanae. Ngāti Rangi have always viewed their signing of te Tiriti as an exercise of their mana, and a partnership to which both sides committed themselves for the future.

THE WHANGANUI PURCHASE

- 2.45. On 16 November 1839, several Whanganui rangatira signed a New Zealand Company deed in Waikanae that purported to purchase several million acres of land. The area identified in the deed extended along the coast from Manawatū to Pātea (Taranaki), and inland to Tongariro maunga. Much of Ngāti Rangi's lands were included in the area described by the deed. Prominent Ngāti Rangi rangatira at the time were not present to sign or agree to the deed.
- 2.46. In March 1840, a Company representative visited Whanganui to assess its potential for a settlement. At a large hui in Pūtiki, the Company gave gifts to three leading Whanganui rangatira, including Te Peehi Tūroa. On 27 May 1840, the Company called a hui, attended by 400-800 Whanganui Māori, to discuss its 1839 deed. The next day, 32 Whanganui rangatira, including Te Peehi Tūroa, added their signatures to the Company's deed. The boundaries recorded in the purported purchase deed were imprecise, the translation of the deed was inadequate such that those who did sign could not have understood it, and not all of those who had interests in the land signed the deed. Prominent Ngāti Rangi rangatira at the time were again not present to sign or agree to the deed. Whanganui Māori were keen to cooperate with and help facilitate European settlement. In September 1840, Whanganui Māori constructed thirty whare (houses) near the mouth of the Whanganui River in anticipation of the Company's settlers coming to the district. In January 1841, the first settlers began to arrive in anticipation of a selection of surveyed sections. By April 1842, there were 133 Europeans living in Whanganui.
- 2.47. In 1841, the Crown appointed a Land Claims Commissioner, William Spain, to inquire into pre-Treaty New Zealand Company purchases. In April 1843, Spain held hearings in Whanganui to investigate the purported Whanganui purchase. During these hearings, Spain identified the issues concerning the imprecise boundaries, inadequate translation of the deed, and that not all with interests had signed or received payment. He also found that the Company's payment of goods, valued around £700, was not fairly distributed. It was apparent that some Whanganui Māori viewed the payment as trade for the pigs and potatoes they themselves supplied to the Company later on the day in question. On 12 September 1843, Spain's interim report found that the Company had "failed to prove that they had bought the land described in the deed to the extent of millions of acres". In May 1844, Spain announced to Whanganui Māori that an award of 40,000 acres would be granted to the Company and £1,000 further compensation would be paid to those with interests in that area of land. Spain stated that the owners would retain one tenth of the purchase area in reserves, as well as pā, urupā and cultivations.
- 2.48. In March 1846, Governor Grey visited Whanganui and ascertained that some Whanganui Māori were willing to complete the Whanganui purchase for £1000. On 17 April, Grey instructed a Crown official to negotiate with Whanganui Māori to complete the purchase of 40,000 acres as per the terms of Spain's award to the

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Company. However, in June, the Crown agent chose to break off negotiations when he heard some Whanganui Māori were involved in fighting in Heretaunga (the Hutt Valley) and feared others would go to join them. The Crown agent told Whanganui Māori that the reason for his departure was their "exorbitant" demands for reserves that he claimed he was not authorised to concede. In July, after Grey was informed that more Whanganui Māori were travelling south to Heretaunga, he extended martial law over Whanganui. In October, when a tauā threatened the township, some Whanganui rangatira joined the settlers and a local missionary in requesting Crown troops to defend the township. In December, the Crown sent 180 imperial troops to Whanganui and commenced construction of a stockade.

- 2.49. On 18 April 1847, a group of Māori youths, aged twelve to eighteen, killed four members of a settler family at their home in the Matarawa valley. One of the youths said that the reason for the killing had been utu for the accidental shooting and wounding of a Whanganui rangatira by a junior naval officer, but other Māori said that the youths were not the appropriate people to exact an utu for this killing. According to Ngāti Rangi tradition, Winiata Te Pūhaki assisted in the capture of the Māori youths and brought them to the authorities in Whanganui. Ngāti Rangi record that one of the youths, Te Awahuri, was the son of Winiata Te Pūhaki and the Ngāti Rangi rangatira thus made a momentous decision to allow his son to be tried under martial law. Te Awahuri and three others of the five youths were executed. In May, a tauā came down the Whanganui River to Whanganui and, over three months in 1847, Crown forces engaged in fighting with the tauā before it retreated back up the river.
- 2.50. In May 1848, following the establishment of peace in Whanganui, the Crown sent Donald McLean to re-engage with Whanganui Māori to complete the purchase that the Company had begun. On 25 May 1848, after a hui attended by approximately 600 Whanganui Māori, the Crown secured eighty signatures to a deed of purchase which provided for the Crown to pay £1,000 for an area of 86,000 acres. Ēpiha Patapu of Ngāti Rangi and other Whanganui lineage signed the Whanganui deed and was paid £50 of the £1000 purchase money. The Crown ultimately secured the signatures of 206 Whanganui Māori to the deed, including Te Anaua, Te Māwae, Te Keepa Te Rangihwinui, Te Peehi Pākoru Tūroa and Tāhana Tūroa, all with multiple affiliations to Whanganui hapū including Ngāti Rangi. The purchase was represented to Whanganui Māori as the completion of Spain's recommended award. However, the Crown did not inform Whanganui Māori that the area surveyed and purchased greatly exceeded Spain's 40,000 acre award. The area acquired by the Crown was more than double the area Grey had informed Māori the Crown would pay for. Ngāti Rangi have always viewed their participation in the land transaction as representing an agreement to engage with Pākehā settlers in a manner where their tūpuna retained rangatiratanga, established an ongoing, mutually beneficial relationship with the Crown and settlers, and were closely involved in future co-habitation with Pākehā.

THE RISE OF TE KĪNGITANGA AND THE KŌKAKO HUI

- 2.51. In the 1850s, many Māori were becoming concerned about the extent of Crown land purchases and feared that the Crown posed a threat to their ability to exercise rangatiratanga over their communities.
- 2.52. In November 1856, some Whanganui rangatira attended a hui at Pūkawa on Lake Taupō to discuss the selection of a Māori King. They did not select a King at this hui but agreed to establish a 'rohe tapu', an area within which no land would be sold to Pākehā. The kingship was offered to several rangatira, including Tōpia Tūroa and Te Anaua before Pōtatau Te Wherowhero became the King. Nevertheless, Tōpia Tūroa was a significant champion of Te Kīngitanga and is often credited with

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introducing Te Kīngitanga to Whanganui in 1858. Support of Te Kīngitanga within Ngāti Rangi represented the upholding of their mana motuhake.

- 2.53. During the late 1850s, tensions rose between the Crown and Te Kīngitanga. In 1860, war broke out in Taranaki when the Crown tried to enforce the disputed Waitara purchase. In the early 1860s, Ngāti Rangi were closely involved in a series of inter-iwi hui regarding the clarification of tribal boundaries and the role of Te Kīngitanga. On 14 March 1860, for example, an inter-iwi hui was held on Ngāti Rangi land at Rangiwaea to discuss local land boundaries.
- 2.54. In March 1860, a grand hui was convened at Kōkako, a Ngāti Rangi kāinga located on the boundary of the Raketapauma and Ngāurukehu blocks. The hui was in response to land selling that was occurring to the south and the rise of Te Kīngitanga to the north. According to Winiata Te Pūhaki, the Kōkako hui sought to "lay down the boundary line of the land belonging to the Whanganui people". Paora Tutewhā held that the Kōkako hui confirmed the traditional boundaries originally set by one of the principal Ngāti Rangi tupuna, Rangituhia. The hui was attended by 400 people from Whanganui along with many more from neighbouring iwi. Ngāti Rangi spent months gathering foods from their lands to feed the manuhiri (guests) who came from Rangitikei, Manawatū, Taupō, Pātea, Ahuriri and Heretaunga.
- 2.55. A key Crown response to the outbreak of the Taranaki War was to call a conference of rangatira at Kohimārama in July 1860. The Crown sought to gain Māori support for its stance on the war in Taranaki, Te Kīngitanga, the Treaty, the Queen's sovereignty and land tenure reform. Whanganui Māori were represented by eight rangatira, including Tahana Tūroa, Te Anaua and Te Māwae. Te Peehi Pakoro Tūroa was invited, however, he chose not to attend.
- 2.56. On October 1860, a hui at Parikino on the Whanganui River, attended by 800 Whanganui Māori, was held to further discuss Te Kīngitanga. There was strong support for Te Kīngitanga at the hui and a local missionary reported that all the attendees "expressed their wish to be at unity with the Europeans", though the Europeans "should not interfere with [their] lands". In October 1862, sources record it is likely that Tōpia Tūroa attended a Te Kīngitanga hui at Peria to discuss the Waitara dispute and the war in Taranaki. Also in 1862, Te Keepa Te Rangihwinui travelled to Wellington to invite Governor Grey to visit Whanganui.

THE NEW ZEALAND WARS

- 2.57. Ngāti Rangi supported the Crown and Pākehā settlers through battle and participation with the Crown through their military service. In general, Whanganui Māori wanted to maintain peace in Whanganui. While some Ngāti Rangi supported Te Kīngitanga, a local missionary reported that the support for the settlers of Upper Whanganui iwi and their aversion to bringing war into Whanganui was universal.

The Battle of Moutoa and Ōhoutahi

- 2.58. In May 1864, adherents of Pai Mārire, a faith based on the Christian bible which promised the achievement of Māori autonomy, decided to lead an attack on the Whanganui township. However, leading Whanganui rangatira refused to grant passage down the Whanganui River. On 14 May, a force supporting both Kāwanatanga and Te Kīngitanga Whanganui rangatira defeated the Pai Mārire tauā at a battle on Moutoa, an island in the Whanganui River near the Rānana kāinga. According to Ngāti Rangi tradition, Ngāti Rangi uri (descendants) fought on both sides of the battle. The battle at Moutoa solidified the Crown's distinction between hapū downriver from Pīpīriki as being Crown supporters and upriver hapū as being Crown opponents, despite the complex

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religious and political connections and divisions pervasive across all Whanganui iwi, including Ngāti Rangi.

- 2.59. Following the battle of Moutoa, tension in Whanganui increased considerably. In October 1864, the Crown told adherents of the Pai Mārire faith to remove themselves north beyond Pīpīriki in Whanganui or beyond Waitōtara in Taranaki. By November, Te Kīngitanga forces had established a pā at Ōhoutahi near Pīpīriki. On 24 February 1865, a 400-strong Whanganui Māori force, including Ngāti Rangi and rangatira such as Te Keepa Te Rangihwinui, captured the Ōhoutahi pā. 27 of Te Kīngitanga forces were killed, and 100 were taken prisoner, including Te Peehi Tūroa, Tāhana Tūroa and Tōpia Tūroa, who was also wounded in the battle. The captured rangatira were soon released and offered a pardon in exchange for their "submission" to the Crown. On 11 March 1865, Te Peehi Tūroa made peace with Governor Grey while many others refused, though he later fought against the Crown again when it moved to occupy Pīpīriki.

Military Roles

- 2.60. In July 1865, Te Keepa led a Whanganui Native Contingent of around 400 warriors to occupy the Pīpīriki pā, a stronghold of Pai Mārire. Many of these warriors, such as Te Ōti Pohe, a rangatira with multiple iwi affiliations, and Hawira Te Pūhaki, were of Ngāti Rangi descent. The Whanganui Native Contingent was withdrawn to fight for the Crown at Weraroa pā on the Waitōtara River then recalled to Pīpīriki when it came under attack. There were skirmishes between the Crown and Te Kīngitanga forces outside the pā over twelve days in July. In September 1865, Governor Grey issued a 'proclamation of peace' and declared the war at an end. Those who fought against the Crown, but were not guilty of murder, were pardoned, excluding Te Peehi Tūroa and Tōpia Tūroa.
- 2.61. Between September 1865 and February 1869, Ngāti Rangi fought in the Whanganui Native Contingent of the Crown's army in the Taranaki wars. Te Keepa led this contingent of Whanganui Māori in a number of engagements. Between 1868 and 1870, Te Keepa and the Native Contingent also fought with the Crown in pursuit of Te Kooti. After the battle at Te Pōrere in October 1869, Te Keepa sought and gained the support of Tōpia Tūroa who joined his force with 200 of his own men.
- 2.62. Many years later, in 1890, Pouawha Te Riaki, a Ngāti Rangi rangatira and tohunga, invited Te Kooti to visit Ngā Mōkai, a Ngāti Rangi marae in Karioi, to establish the Ringatū faith in the district. Te Kooti arrived in July and opened a new house which he called Te Pou-o-te-Tikanga (the Pillar of the Faith).
- 2.63. Ngāti Rangi's oral tradition records that Ngāti Rangi's participation in military roles in support of the Crown was adopted as a distinct strategy by the iwi to maintain the rohe established by their tūpuna. This strategy represented a continuation of Ngāti Rangi efforts to uphold their mana in a time of great change in the Whanganui District.

LEASING IN THE MURIMOTU DISTRICT (1870-1885)

- 2.64. During the 1860s and 1870s, Ngāti Rangi sought to maintain mana and control over their rohe. In late 1860s, the iwi was in negotiations to lease lands to settlers without involving the Crown. Ngāti Rangi intended private leasing to enable the iwi to retain ownership of the land while drawing an income so that they might participate in the rising agriculture-based colonial economy, and at the same time also having land developed. However, in 1871, the Crown decided to try to purchase land in the Murimotu District.

2: KO TE POUPOU HOHOURONGO: RECONCILIATION (HISTORICAL ACCOUNT)

- 2.65. The private leases agreed to by Ngāti Rangi in the early 1870s had no legal standing under the native land laws. These laws required Ngāti Rangi to obtain titles for their land through the Native Land Court before they could enter legally enforceable leases with private parties. In December 1871, Te Aropeta Haeretūterangi, Winiata Te Pūhaki and other Ngāti Rangi rangatira applied to the Native Land Court for a title to a 300,000 acre block in the Murimotu District. The application appears to have included land that ultimately became part of the Murimotu, Ruanui, Rangipō-Waiū and Rangiwaia blocks. The Court declined this application because there had been no survey of the block.
- 2.66. On 6 March 1872, an inter-iwi hui was convened at Tūrangāreke to settle the boundaries in the Murimotu District. In June 1873, Ngāti Rangi applied to the Native Land Court for a title to 46,365 acres in the Murimotu block, which the Court awarded to them after a contested hearing. However, there was no agreement at this time on the list of individuals who would hold the legal title, and the title was not finalised until 1882.
- 2.67. In 1873, Ngāti Rangi's unwillingness to sell land led the Crown to begin negotiations to lease land in the Murimotu District, despite a Crown preference to purchase rather than lease. In 1874, the colonial treasurer Julius Vogel advised Parliament that in order to acquire lands from Māori it was sometimes necessary to lease the land in question.
- 2.68. In January 1874, a hui of around 600 Māori at Karatea decided unanimously not to lease land in the Ruanui block to the Crown. At this hui, a Crown agent told Māori that he was negotiating for the block in a private capacity even though he was really working for the Crown. He did this in accordance with an agreement over the terms of his employment reached with the Superintendent of the Wellington Province, of which the Native Minister was not aware. Of the Ruanui block, a Crown Purchase Officer wrote: "it is of utmost importance that this block, which is the key to the whole of the interior from Wanganui side... should be acquired by the Government and whoever acquires this block will have little difficulty in acquiring the rest of the country." Nevertheless, Winiata Te Pūhaki decided to lease this block to one of the private parties negotiating for land in the Murimotu region. By 1874, private parties had negotiated leases in the Ruanui, Murimotu, and Rangipō-Waiū blocks.

The Crown's Sub-Leasing Agreement

- 2.69. In March 1874, the Crown made an agreement with the private parties competing for leases in the Murimotu region for the Crown to take over land negotiations with Māori in the district. This agreement provided that if the private parties relinquished any interests already acquired to the Crown, the Crown would negotiate leases with the customary owners, and grant sub-leases to the private parties.
- 2.70. Te Keepa was a Land Purchase Officer throughout much of the 1870s, but in May 1874, at a hui held at Kaiwhaiki on the Whanganui River to meet delegates from the Hawke's Bay repudiation movement, he announced that he opposed the sale of any more land and only supported leasing.
- 2.71. In May 1874, Crown officials met with Ngāti Rangi and other Māori to discuss the possibility of leasing to the Crown, which would then sublease to the private parties with whom Ngāti Rangi had been negotiating. Te Keepa and other owners rejected this arrangement, noting their "principle objection" to subleasing was that it would give the Crown "a certain 'mana' over the land which of right belongs to the owner". At this hui Crown officials informed Te Keepa that his people could not execute a legal lease to private parties and that the proper course according to the law was to lease land to the Crown, which would sublease the land to the private parties.

2: KO TE POUPOU HOHOURONGO: RECONCILIATION (HISTORICAL ACCOUNT)

- 2.72. So long as the Native Land Court had not issued titles for land in the Murimotu District, any private transactions for that land were void. The Crown, meanwhile, could legally acquire interests in customary land. However, the Crown would not finalise land transactions until after the Native Land Court had awarded titles, confirming that the lessors owned the land in which the Crown had acquired interests. Once the Native Land Court had awarded title, the Crown could only prevent parties from executing legal agreements with Māori owners by issuing proclamations prohibiting private alienations over the affected land.
- 2.73. While he had agreed to lease lands in the Murimotu District "according to the law", Te Keepa was still determined that Ngāti Rangi's mana motuhake and control over their own land should not be undermined by the Crown. In June 1874, he published a notice in a Whanganui newspaper stating that his iwi would only agree to lease land in the Murimotu District to the Crown "on condition that the provisions of the lease are to be supplied by us only, and that the laws in force are not to have effect over our land". The notice said that Ngāti Rangi would consent to lease to "private Europeans" if they agreed to Te Keepa's terms, and warned Europeans who put stock on "Murimotu" that if they did not come and discuss it with him, he would take legal action. Later that month, Te Keepa wrote to the private party who was already occupying the Ruanui block that he would go to Wellington to "ascertain what restrictions we are liable to according to law".
- 2.74. On 2 September 1874, Ngāti Rangi rangatira met with the Crown in Wellington to discuss leasing arrangements. Te Keepa told the Native Minister that private parties had already stocked the land in the Murimotu District and said "let the stock remain on the land until a lease can be made through the Govt. We now ask you to allow us to lease these blocks of land to Mr Russell and the other gentlemen". To this, the Native Minister replied "you can lease these blocks of land to Govt who will again lease a portion of it to the gentlemen you mention". Te Keepa asked if the private parties had agreed to this arrangement, which the lawyer for the private parties confirmed.
- 2.75. On 5 September 1874, the Crown and Ngāti Rangi signed an agreement which provided for Ngāti Rangi to execute leases to the Crown for four blocks in the Murimotu District when called upon to do so by the Crown. These agreements provided for the Crown to sublease affected lands to private parties, who in some cases were already occupying the land due to earlier agreements with the Māori owners. The Ngāti Rangi leaders who negotiated this agreement included Te Keepa ("as representing the Wanganui claimants to the Murimotu Country"), Winiata Te Pūhaki, Nehanara Te Kahu, and Te Aropeta Haeretūterangi (all representing various Ngāti Rangi hapū), and six other Māori, almost all with connections to Ngāti Rangi. The rangatira initially sought a higher rental to the Murimotu block than the Crown offered. Following the meeting, the Crown used its monopoly powers to issue a proclamation over the entire Murimotu region which prohibited private parties from negotiating for any interests in this land.
- 2.76. After the hui in September 1874, the Crown sought the agreement of other Māori customary owners to this arrangement in the four Murimotu blocks. In March 1875, Crown officials took the agreement to lease to hui being held at Te Ao Mārama and Rānana which led to 106 attendees who claimed interests in the land signing the deed. Later that year, a number of customary owners in the Murimotu region wanted the four blocks subject to the agreement to lease to be surveyed before they agreed to sign. A survey was also a prerequisite for any block to pass through the Native Land Court.

The Disputed Rangipō-Waiū Block Survey

- 2.77. In July 1875, the Crown negotiated a separate deed for the Rangipō-Waiū block with another iwi which provided for the Crown to lease this block and sublease it to a settler

2: KO TE POUPOU HOHOURONGO: RECONCILIATION (HISTORICAL ACCOUNT)

the other iwi had previously been leasing to. In 1875, Te Keepa said that he wanted a Native Land Court title investigation of the Rangipō-Waiū block and tried to arrange a survey, but a rangatira from a different iwi prevented the survey from taking place.

- 2.78. In March 1877, the Crown signed a further agreement to lease with members of another iwi which provided for the Crown to lease the Rangipō-Waiū block and sublease it to other parties. Meanwhile, tensions began to rise in the Murimotu District due to disagreements about the boundaries of land different iwi could make available to their preferred lessees in the Murimotu and Rangipō-Waiū blocks. In 1877 and 1878, further attempts to survey the Rangipō-Waiū block were unsuccessful after it became too dangerous for the surveyors to proceed.
- 2.79. In 1879, the Crown decided to complete the arrangements it had made for leasing in the Murimotu District, and instructed its agents, including Te Keepa, to assist the completion of the necessary surveys. However, Te Keepa and Ngāti Rangi considered that another iwi was trying to include too much land in its survey of the Rangipō-Waiū block, and attempted to obstruct the survey. In late 1879 and early 1880, Te Keepa and an armed Ngāti Rangi party occupied the private sheep runs located on the Rangipō-Waiū and Murimotu blocks. Te Aropeta Haeretūterangi's group of Ngāti Rangi supporters stopped the shearing at Karioi station on the Murimotu block late in 1879. Early in 1880, Te Keepa's supporters, including Ngāti Rangi, closed roads, and destroyed trig stations and a bridge in an unsuccessful attempt to stop the survey. In March 1880, Te Aropeta Haeretūterangi and Te Keepa drove a settler's sheep off the Murimotu block, but another Ngāti Rangi rangatira, Tinirau Te Riaki, opposed them, because he thought the conflict should be confined to the Rangipō-Waiū block. In March 1880, Te Keepa and around 400 supporters established a pā at Auahitōtara on the Rangipō-Waiū block. The Crown feared an inter-tribal war was about to erupt, and tried to order Te Keepa to withdraw from the district. Te Keepa refused to do so, and in March 1880, the Native Minister dismissed him as a Crown official.

Kemp's Trust

- 2.80. In May 1880, Te Keepa (who was also known as Major Kemp) attempted to establish a land trust as a mechanism to retain tribal authority and control of remaining lands. The Trust Council drew an aukati (a boundary line that could not be crossed without permission). To mark the four corners of the territory, carved pou were erected. Approximately two million acres were included within the boundary to be vested in the trusteeship of Te Keepa. The boundaries extended from the west of the Whanganui River to east of the Turakina River and therefore included much of Ngāti Rangi's rohe. The land within the aukati would be administered by a council of representative Māori owners, whose role would be to fix block boundaries with the consent of the Māori owners and only use the Native Land Court to recognise title the Trust determined. It was intended by Te Keepa that the Trust would facilitate settlement in a manner controlled by Māori, and from which Māori would benefit.
- 2.81. In September 1880, Te Keepa's solicitors asked the Crown to co-operate with them to help facilitate the goals of the proposed Trust, which they stated would benefit both Māori and Pākehā settlers. However, the Crown had already begun negotiations to purchase much of the land which was sought to be vested in the Trust and had prohibited private alienations over much of the land. This meant that the land could only be legally alienated to the Crown. As a result, the Crown declined to co-operate with the Trust. Nevertheless, Te Keepa continued to seek the support of Whanganui iwi and hapū for the Trust. By 1881, over 600 Māori had signed the trust deed. However, some important rangatira, including Te Aropeta Haeretūterangi declined to sign the trust deed. Winiata Te Pūhaki and Āperahama Tahunuiārangi were said to have been supporters of the Trust.

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- 2.82. In October 1882, Te Keepa wrote to the *Wanganui Herald* warning that anyone connected with the Murimotu Company who attempted to come within the Trust's boundaries would be "violently turned back". In February 1884, the *Wanganui Chronicle* reported that no Pākehā, unless "especially licensed", was allowed within Te Keepa's territorial boundary.
- 2.83. The ability of Te Keepa and the Trust's signatories to maintain control of the land dissipated because as long as non-supporters of the Trust could make applications to the Native Land Court, signatories to the Trust found that they had to participate in the hearings to protect their interests. Kemp's Trust Council had ceased functioning by 1885. Native land laws did not provide for an effective form of collective title over Māori land until 1894.

The Crown's Acquisition of the Leased Lands

- 2.84. In August 1877, the Native Land Court awarded a title for the Ruanui block to four hapū descended from the Ngāti Rangi ancestor Rangituhia. However, the Crown had not secured the consent of all of those who were recognised as owners to the 1874 agreement to lease in the Murimotu District. After the Native Land Court award, the legally recognised owners then entered into a new lease with a private party despite some of the owners having signed the agreement to lease to the Crown and despite the block being under a Crown proclamation. The Crown prevented this private party from registering his lease, but did not finalise its own lease agreement over this block. In 1878, the Crown issued a new prohibition on private land transactions in the Ruanui block.
- 2.85. By 1881, there was confusion over who should receive what rental payments in the Murimotu and Rangipō-Waiū blocks as the private lessee had made payments both directly to the Māori lessors and to a Crown agent, who was holding the money on behalf of the owners until they had appointed receivers. Both the Crown and the Māori lessors were unaware of this arrangement until early 1881, when the Crown agent's actions as a middleman were condemned by his superiors as inappropriate and they told him to stop holding rental money. In January 1881, Te Keepa impounded wool and stock from the Murimotu and Rangipō-Waiū blocks, demanding that £12,000 was owed to him from the private party in back rent. Disputes over the payment of back-rent from the private parties continued until 1882.
- 2.86. In 1881, the Native Land Court awarded the northern part of the Rangipō-Waiū block to another iwi. The remainder of the block was awarded equally and undivided to Ngāti Rangituhia and another iwi but in two portions: Rangipō-Waiū (estimated at 42,000 acres) and Rangipō-Waiū No. 2 (estimated at 30,000 acres).
- 2.87. In 1882, following the title determination of the Rangipō-Waiū and Murimotu blocks, the Crown began seeking the agreement of the legally recognised owners to seven deeds for leases for approximately 144,000 acres in these blocks. The seven deeds were for the two Rangipō-Waiū blocks and five subdivisions of the Murimotu block. The Crown was to pay approximately £1,655 in rent per annum, which it would receive from the sub-lessees. In September 1882, the Crown also promoted the Rangipo-Murimotu Agreement Validation Act to validate its subleases.
- 2.88. From 1882 to 1884, the Crown continued to secure signatures on its seven deeds. During this time, some Ngāti Rangi owners continued to protest the surveying of the Murimotu District. In September 1883, Te Aropeta Haeretūterangi obstructed surveys of the Murimotu subdivisions on the orders of the Kemp's Trust's Council. In 1884, the Native Land Court approved the arrangement, and subdivided the interests of those owners who had not signed the leases from those who had signed the deeds. The

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Crown argued that six of the owners who had refused to sign the 1882 leases, but had earlier signed the 1874 agreement to lease, were bound to sign the 1882 lease, even though they had received no rent. The following day, the Native Land Court decided that the Crown had acquired an 'equitable right' that bound those who had signed the earlier agreements to the new leases. From June 1886 the Crown took responsibility for the payment of rent to the Māori owners and ensured all back-rent had been paid by the private lessees by the end of May 1886.

- 2.89. In November 1884, a Crown agent reported that a "favourable opportunity now offers to commence the purchase of the Rangipo-Murimotu blocks of land". In 1885, the Crown decided to purchase whatever shares could be acquired in the Murimotu block. The Crown continued to purchase individual interests in the block until the early years of the twentieth century. In December 1900, the Native Land Court identified the Crown's interests in the Murimotu No. 2, No. 3, No. 4 and No. 5 blocks which totalled almost 30,000 acres. The Crown's interests in the Murimotu No. 1 block, 179 acres, were confirmed by the Native Land Court in 1907. Of the 212,961 acres in the four blocks Ngāti Rangi sought to lease in the Murimotu District, by the end of 1900 the Crown had purchased more than 107,961 acres.

THE INTRODUCTION AND IMPACT OF THE NATIVE LAND LAWS

- 2.90. In the early 1860s, the Crown concluded that its pre-emptive purchase system had failed, and introduced a new system of land laws to facilitate the opening of Māori land to European settlement. The Crown expected Māori to eventually abandon the communal structures of their traditional land holdings and assimilate into European culture. The Crown did not consult Ngāti Rangi or seek their consent for the new land laws.
- 2.91. Through the Native Land Act 1862 and 1865, Parliament established an independent Native Land Court to determine the owners of customary land and provide them with titles derived from the Crown. These titles provided for individuals to have rights in land that, in Ngāti Rangi custom, was held in tribal title. Any individual could apply for a title from the Native Land Court. Once an application had been made to the Native Land Court for any land in which they had customary interests, Ngāti Rangi tūpuna had to participate in the Native Land Court as not doing so would mean exclusion from the ownership of their lands. Ngāti Rangi also had little option but to apply for titles from the Native Land Court if they wanted to integrate their land into the modern economy and develop it. The owners required a Crown-derived freehold title to a block to legally lease or sell their land.
- 2.92. In 1871, Ngāti Rangi applied to the Native Land Court for a title to the Murimotu block, in which the iwi had negotiated a lease agreement with private parties. Native Land Court processes could be long and expensive for Māori. The title for the Murimotu block was not complete until 1882. One of the causes for the delay in completing the title to the Murimotu block was agreeing on the list of individual owners for the block.
- 2.93. For Ngāti Rangi, the costs of participating in the Native Land Court hearings were high. The most expensive aspect of Native Land Court processes was the survey costs. In the case of the Rangiwaia block, the cost to Ngāti Rangi of securing title to the land through the Native Land Court, including survey costs, was estimated at £4,200. The Stout-Ngata Commission reported that the iwi sold "more than one-third of the block in order that they may secure titles to the rest".
- 2.94. The cost of attending Native Land Court hearings could also be a significant burden for Ngāti Rangi. Many Native Land Court hearings were held in the Whanganui township, such as the Waiakake and Rangataua hearings. Crown officials described how Ngāti

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Rangi were required to travel "a very long distance from the interior" and incurred significant expenses. Ngāti Rangi were only given two weeks' notice for the Waiakake, Rangataua and Rangipō-Waiū block hearings. Some hearings in the Whanganui and neighbouring districts were held simultaneously in different locations. For example, early in 1886, the Native Land Court held the hearings for both the Waimarino block in Whanganui and the Taupōnuiātia block in Taupo. There were no Ngāti Rangi attendees at the hearing of the Taupōnuiātia block.

- 2.95. Some of the Native Land Court hearings in Ngāti Rangi's rohe were strongly contested between claimants which had divisive effects on Ngāti Rangi's relationships with neighbouring hapū and iwi. For example, the Maungakaretū, Pohonuiatane and Rangiwaea blocks had contested Native Land Court hearings which disrupted Ngāti Rangi's relationships not only with their neighbouring iwi, but also the relationships between hapū of Ngāti Rangi. Throughout the 1870s there was a great deal of tension over the survey of the Rangipō-Waiū block that nearly led to armed conflict in 1879 and 1880.
- 2.96. In 1892, Whanganui Māori sought to bring about a reform of the native land laws and obtain greater self-government through the Te Kotahitanga movement. Supporters of Te Kotahitanga sought the formation of a Māori parliament and the replacement of the Native Land Court by tribal committees. Te Keepa became a leading figure of Te Kotahitanga and, in 1893, led a "very large number of followers" from Ngāti Rangi to boycott the Native Land Court hearing of the Rangiwaea block. Five of the rangatira involved in this boycott later requested a rehearing of the block, but the Chief Judge of the Native Land Court declined, stating "that they have now repented is not a sufficient reason for allowing them a further opportunity by granting a rehearing".
- 2.97. As the Native Land Court determined individual interests, the titles awarded by the Native Land Court were prone to fractionation as owners died and their interests were divided equally among their descendents. For example, one subdivision of around 3,000 acres in the Urewera block had almost 1,000 owners by 1963. This process of fractionation of Ngāti Rangi's land exacerbated the inability of the iwi to manage their land communally. The native land legislation did not enable traditional Ngāti Rangi decision making about the future disposal of land. This made the iwi's lands susceptible to alienation and undermined Ngāti Rangi's control and authority over their rohe.

CROWN PURCHASING IN THE NATIVE LAND COURT ERA

- 2.98. During the 1870s, while Ngāti Rangi were seeking to use mechanisms such as leasing to retain ownership of their lands, the Crown began negotiations to purchase additional lands to those it was negotiating to lease in the Murimotu District.

Crown Payments Before the Native Land Court Titles Were Awarded

- 2.99. The Crown frequently began negotiations for Māori land by making advance payments of rent or purchase money before the Native Land Court had awarded titles to the land in question. In the case of the Maungakaretū block, the Crown paid advances to some owners in Wellington in 1878 without the knowledge of the other owners. Ngāti Rangi leaders protested when they found out about the payments, and there was some uncertainty among Ngāti Rangi about who had received what payments. It was not until 1884, six years after the first payments, that the Native Land Court awarded a title for the Maungakaretū block.

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- 2.100. In some cases, Ngāti Rangi customary owners requested pre-title payments from the Crown in order to meet the costs of the block's survey and their participation in Native Land Court processes. In 1879, the Crown paid £968 in pre-title advances for customary land that would be included in the Rangataua block. In 1880, the Native Land Court held a title investigation for the Rangataua block in Whanganui. The Ngāti Rangi claimants incurred significant costs to attend the hearings and requested further pre-title advances from the Crown to cover their expenses, but this was refused. In January 1881, the Crown decided to abandon the Rangataua purchase and either recover its pre-title advances or have the Native Land Court cut out its interests in the block.
- 2.101. In August 1881, the Native Land Court held a rehearing for the Rangataua block and made a determination of interests. During the hearing, it became evident that the Ngāti Rangi hapū which claimed the northern portion of the block (which would become the Rangataua North block) were opposed to the sale of land to the Crown. In September 1881, the Crown applied to the Native Land Court to have its interests, which totalled more than 22,000 acres, partitioned from the Rangataua block. The Rangataua North No. 1 (8,448 acres), Rangataua North No. 3 (2,112 acres), Rangataua South (11,127 acres) and Rangataua West (574 acres) blocks were vested in the Crown.

The Purchase of Tribal Lands from Individual Owners

- 2.102. Once the Native Land Court had awarded a title to Māori land, the Crown had a list of owners who could be approached individually to sell their interests. The Native Land Court determined the ownership of the Murimotu and Rangipō-Waiū blocks in 1881 and 1882 respectively. Over the 1880s and 1890s, Crown purchase officers completed the purchase of land in the Murimotu block by approaching individuals on the ownership list one by one, rather than canvassing the purchase at a hui of collective owners. By 1900, the Crown acquired enough interests to apply to the Native Land Court to receive a partition of nearly 30,000 acres in the Murimotu block.

The Crown's Use of Monopoly Powers

- 2.103. The Crown nearly always privileged itself by negotiating as a monopoly purchaser. Between 1878 and 1894, in addition to the Murimotu District, the Crown also proclaimed prohibitions over eight blocks in Ngāti Rangi's rohe. These proclamations affected all of the customary owners of the block, regardless of whether they wanted to sell land to the Crown.
- 2.104. Ngāti Rangi objected to the Crown's restriction on the sale or lease of land to private parties and sought freedom to deal with their lands. As well as Kemp's Trust in the 1880s, in 1897 Whanganui Māori petitioned the Crown to remove its prohibition. The often protracted nature of Crown purchasing, such as in the Murimotu block, meant that monopoly proclamations often remained in place for many years. Over this period Ngāti Rangi's only option was to sell or lease land to the Crown as a means to raise capital and participate in the developing colonial economy.

Prices Paid by the Crown

- 2.105. The Crown generally tried to acquire Ngāti Rangi's land as cheaply as possible. The Crown's use of monopoly powers meant that it could negotiate the price without competition from private parties. In November 1884, a Crown official stated a "fair price" for the Murimotu and Rangipō-Waiū blocks would be six shillings per acre. In February 1885, instructions were given to Crown officials to begin purchasing interests and pay three shillings per acre for the Murimotu block and just over three shillings per acre for the Rangipō-Waiū block.

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- 2.106. In 1893, following the Court's title award, the Crown purchased interests in the Rangiwaea block at a rate of five shillings an acre. A Crown official reported that Ngāti Rangi were dissatisfied with the price. One of the Rangiwaea owners thought he could sell his land for twenty shillings per acre to private parties if he was permitted, but he could not due to the Crown's monopoly proclamation. In 1896, the Crown successfully applied to the Native Land Court for the interests in the land it had purchased. The Court passed an order directing the issue of the Rangiwaea No. 1 block (10,836 acres), the Rangiwaea No. 2 block (10,836 acres), and the Rangiwaea No. 3 block (10 acres) to the Crown. In May 1899, the Court partitioned the Rangiwaea No. 4 block to cut-out 6,406 acres of the Crown's interests.
- 2.107. In 1886, the Crown sought to purchase land in the 450,000 acre Waimarino block. The Crown paid Whanganui Māori, including Ngāti Rangi rangatira, a total of £35,000 for over 410,000 acres in block. This price did not take into account the value of the timber of the block, which the Crown was aware would likely be valuable enough to "repay the total cost of the purchase from the Natives". Although a Crown official informed the sellers of the Waimarino block that the Crown would reserve 50,000 acres of the block for them, it only reserved a total of 33,245 acres from the block for the owners, including Ngāti Rangi.

Land Acquired by the Crown to Pay for Surveys

- 2.108. The Crown could apply to the Native Land Court to be awarded a partition of a block if the surveys liens were not paid by the Māori owners. On 22 November 1900, the Crown successfully had its interests in the Rangataua North No. 2B block partitioned by the Native Land Court. As a result, a survey lien of £18 was registered by the Crown against the partition which remained in Ngāti Rangi ownership, the Rangataua North No. 2B2 block. Twelve years later the survey lien had not been paid and had increased, with interest, to £22 pounds. The Crown successfully applied to the Native Land Court for an 'Order Vesting Land in Satisfaction of Charge' which resulted in 14 acres of the block being awarded to the Crown. By 1912, only 212 acres of the block (Rangataua North No. 2B2B) remained in Ngāti Rangi ownership. The Crown also acquired the Urewera No. 1B block as payment for an outstanding £100 survey lien.

TONGARIRO NATIONAL PARK

- 2.109. The origins of Ngāti Rangi and the Ngāti Rangi world view are inextricably linked to Matua te Mana (Ruapehu) and Te Kāhui Maunga (Tongariro, Ngāuruhoe, Ruapehu and Pihanga) – the mountain clan of the central plateau. Ngāti Rangi's most sacred site, Te Wai-ā-Moe (the crater lake) is located on Ruapehu. Ngāti Rangi rangatira are interred around Te Wai-ā-Moe.

The Tongariro National Park is Established

- 2.110. In 1887, the Crown accepted what it considered to be a gift of the peaks of Tongariro, Ngāuruhoe, and a portion of Ruapehu by another iwi. The Crown did not seek the consent of Ngāti Rangi for this arrangement, and instead entered into an agreement with a neighbouring iwi who sought to make a *tuku taonga* (a customary gift exchange).
- 2.111. In 1894, the Crown promoted legislation to establish the Tongariro National Park without consultation or discussion with Ngāti Rangi, even though the iwi had historic and strong customary associations with the maunga within the Park, and the Crown had purchased some land interests on the southern side of Ruapehu from Whanganui Māori, including Ngāti Rangi. The Crown did not have title to all the land included in the Park's provisional boundaries before it promoted the legislation and some of the land had not passed through the Native Land Court. Section two of the Tongariro National

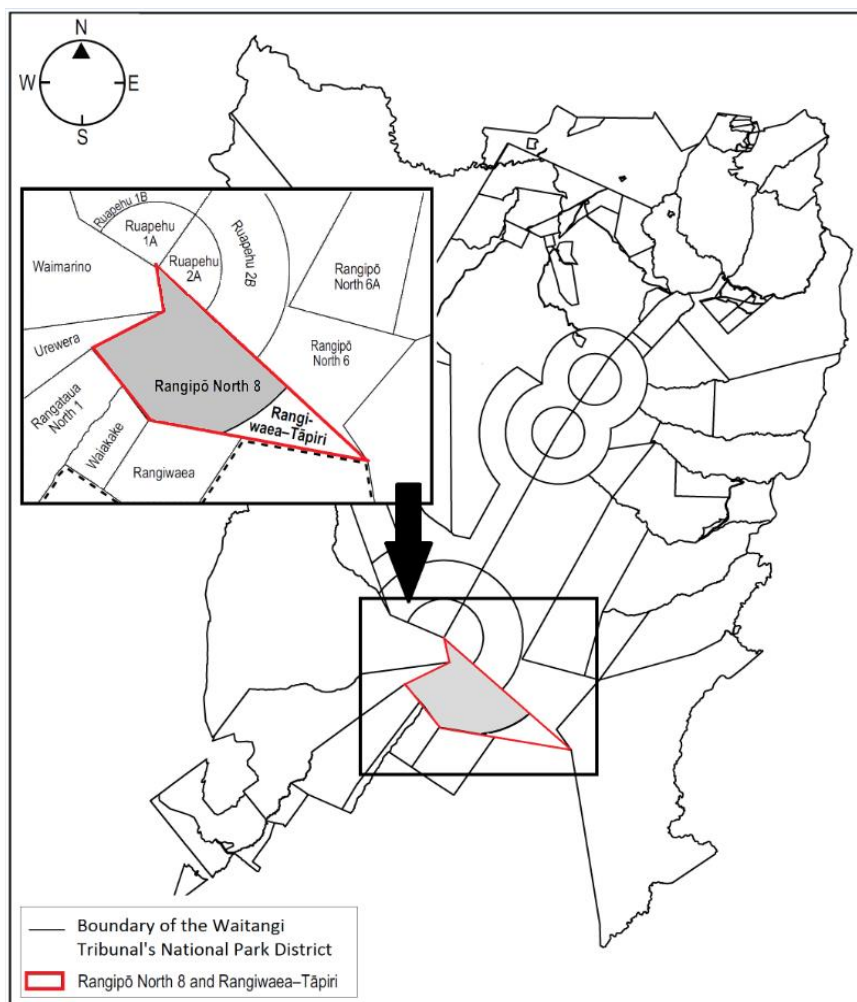
2: KO TE POUPOU HOHOURONGO: RECONCILIATION (HISTORICAL ACCOUNT)

Park Act 1894 provided for compulsory acquisition by the Crown of Māori interests in land, including land still in customary ownership.

- 2.112. After the Act was passed, the Crown began the process of acquiring, by purchase, some of the land within the boundaries. On the southern slopes of Ruapehu, portions of the Urewera, Rangataua, Waiakake, and Rangiwaea blocks were purchased by the Crown from Whanganui Māori, including Ngāti Rangi, for inclusion in the proposed park. The Crown purchased the land from individual Māori and then applied to the Native Land Court for a subdivision of its interests. In 1907, the Crown issued a proclamation declaring approximately 62,300 acres of land around the mountains, as described in its schedule, to be vested in the Crown pursuant to section 2 of the Tongariro National Park Act 1894.

Land Included in the Tongariro National Park

- 2.113. At the time of the 1907 proclamation, an area of unnamed Māori customary land existed on the southern slopes of Ruapehu (6,577 acres), which had not been surveyed or investigated by the Native Land Court. The schedule to the 1907 proclamation included part of the unnamed Māori customary land (5,180-acres) in the Park's boundaries. This block includes the significant wāhi tapu Te Wai-ā-Moe, Paretetaitonga (one of the main peaks of Ruapehu) and Te Ara-ki-Paretetaitonga (the track which Ngāti Rangi traverse to reach Te Wai-ā-Moe).



Map: The area known as the Rangipō North No. 8 block (5,180 acres) and the Rangiwaea-Tāpiri block (1,397 acres) as at 2001

2: KO TE POUPOU HOHOURONGO: RECONCILIATION (HISTORICAL ACCOUNT)

- 2.114. The Tongariro National Park Act 1894 required the Crown to pay compensation for any Māori customary land compulsorily included within the boundaries described by the 1907 proclamation. On several occasions between 1908 and 1960, Crown officials noted that the Crown had not fulfilled the provisions of the 1894 Act to pay compensation for the 5,180 acre block within the Park's boundaries. The Crown has failed to pay compensation to Ngāti Rangi, despite its awareness of the Act's requirements to pay compensation and its continued failure to do so. Ngāti Rangi consider the inclusion of block within the Park's boundaries to be raupatu.
- 2.115. The balance of the unnamed Māori customary land (1,397 acres) was outside the Park's boundaries. In the 1950s, the Crown set about consolidating the southern boundaries of the Tongariro National Park after forty years of piecemeal acquisition in the area. In 1959, the Crown sought to acquire the 1,397 acres of Māori customary land adjoining the south-eastern boundary of the Tongariro National Park. In 1960, the Crown applied to the Māori Land Court for an investigation of title to the 1,397 acres of Māori customary land that fell outside of the Tongariro National Park. The Māori Land Court noted that a title determination had also not been undertaken on the 5,180 acres within the Park's boundaries, while noting that portion was already held by the Crown. The Court considered the two portions to be one block and investigated them together in 1960.
- 2.116. Ngāti Rangi did not receive notice of this hearing, and were therefore unable to participate. The Māori Land Court found that the 5,180 acres within the Tongariro National Park had been owned by three hapū of another iwi prior to 1894, despite it lying outside the boundaries of an application made by this iwi to the Native Land Court in 1886. The Court awarded ownership of the 1,397 acres of customary land outside of the Park to the same iwi and named both portions the Rangipō North No. 8 block. This name has long been a grievance for Ngāti Rangi because the land was named the Rangipō North No. 8 block without consultation or approval from Ngāti Rangi. Ngāti Rangi considers the block known as the Rangipō North No. 8 block to be an extension of the Rangiwaea block.
- 2.117. In 1966, Ngāti Rangi sought a rehearing, however, the Māori Land Court concluded that the 1960 decision was final, and that the time for an appeal had lapsed. In 1989, Ngāti Rangi applied under section 452 of the Māori Affairs Act 1953, which empowered the Court to reconsider earlier decisions that were "erroneous in fact or omission", to revisit the Court's 1960 decision with regards to the Rangipō North No. 8 block. The Court's 1960 Order was cancelled in 1998. Eventually, the Court re-investigated the customary ownership of the 1,397 acres of the block outside of the Tongariro National Park, and awarded the block to Ngāti Rangi. At Ngāti Rangi's request, the Court changed the name of the 1,397 acres outside the Park to the Rangiwaea-Tāpiri block.

The Rangataua North No. 2B2B Block

- 2.118. In 1951, the Crown offered to purchase the Rangataua North No. 2B2B block for inclusion in the Tongariro National Park. This offer was rejected by the owners as the block was under a timber agreement, and the Crown's price was considered to be too low. In 1956, the Crown came to an arrangement with the millers and the block's owners to allow restricted logging in return for the owners' agreement to sell the land to the Crown. In 1962, after the agreed amount of timber had been removed from the block, the Rangataua North No. 2B2B block was added to the Tongariro National Park.
- 2.119. In 1954, Crown officials considered compulsorily acquiring the Urewera No. 2A2 block (2,909 acres) under the Public Works Amendment Act 1952 for inclusion in the Tongariro National Park. Instead, the Crown called a meeting of the block's owners to consider the Crown's offer to purchase the block for £3,000, which the owners declined.

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In 1956, the Crown issued a charging order in respect of unpaid rates for the Urewera No. 2A2 block under the Rating Act 1925. By 1967, with rates still owing, Crown officials contemplated having the Urewera No. 2A2 block transferred to the Māori Trustee. On 7 February 1967, the Māori Land Court vested the Urewera No. 2A2 block in the Māori Trustee, who would have powers to lease or sell it on behalf of its owners. In 1968, despite an owner demonstrating an interest in acquiring the Urewera No. 2A2 block, it was purchased by the Crown and added to the Tongariro National Park the following year.

- 2.120. In 1954, the owners of the Urewera No. 1B, 1C2, and 1C3 blocks (3,088 acres) accepted the Crown's offer to purchase this land for £3,650. In 1957, the Urewera No. 1B block was added to the Tongariro National Park, and the northern parts of the Urewera No. 1C2 and 1C3 blocks were added to the Park in 1964.

Tongariro National Park Administration

- 2.121. Ngāti Rangi consider that the construction and operation of ski fields on Matua te Mana to be a transgression of the tapu of Ruapehu, so sacred to the iwi. Kōiwi and the taonga of their ancestors are also interred on Ruapehu for protection, and the maunga is the home to many of Ngāti Rangi's spiritual guardians. All of these things are regarded with reverence by Ngāti Rangi who are kaitiaki of these taonga. However, in 1894 when the Tongariro National Park Act was passed, a board of trustees was established to govern the administration of the Park that included a position for the leader of another iwi. The Crown did not provide any specific role for Ngāti Rangi in the administration of the Park, and there was no real consultation with Whanganui Māori about the Park's administration before 1987. The Crown's exclusion of Ngāti Rangi from the administration of the Tongariro National Park denied the iwi's connection to the maunga, and disregarded Ngāti Rangi's values.
- 2.122. For instance, in the mid-1950s, ski fields were established on Ruapehu without any consultation with Ngāti Rangi, and the ski fields and supporting infrastructure have been present upon Matua te Mana ever since. In 1952, the National Parks Act made the collection of indigenous flora and fauna from the Tongariro National Park an offence. Ngāti Rangi have not been able to carry out their traditional practices in the Tongariro National Park, including the gathering of traditional cultural resources such as kererū and rongoā (medical plants). Sites of significance to Ngāti Rangi on Ruapehu have also been renamed to commemorate prominent non-Ngāti Rangi individuals with an association to the region. Ngāti Rangi consider that these non-Ngāti Rangi identities are usurping their mana over these wāhi tapu and entrenching the feeling that their tupuna maunga is for Pākehā control and enjoyment.

TWENTIETH CENTURY LAND ADMINISTRATION

Little Access to Development Finance

- 2.123. In 1894, the Crown introduced an Advances to Settlers scheme by which the Crown loaned development finance to farmers. However, the scheme had different policies for assessing applications from Māori and Pākehā farmers. Ngāti Rangi applicants for finance from the Advances to Settlers Office found that blocks had to be under a registered lease to a European to ensure there was income to meet mortgage repayments. In 1902, Ngāti Rangi owners in the Rangiwaia No. 4C2C block were declined for a loan under this scheme, because the land they wished to develop was not leased to Europeans. These owners obtained a private loan, but private banks were generally reluctant to lend money on the security of multiply owned land. In 1907, the Stout-Ngata Commission criticised the Crown for failing to provide the same level of assistance for the development of Māori farming as was provided for European

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farming. While the Crown intended the restrictions on mortgages to protect Māori land from alienation through foreclosure, the result for Ngāti Rangi was that they were not able to access the aid of the Advances to Settlers Office in order to both live on and develop the land. Without access to finance, however, many Ngāti Rangi whānau became dependent on leasing as a way for their land to be developed, a form of land use that generated low level income for the owners.

Vested Lands

- 2.124. In March 1897, as the 88,000 acre Ōhotu block was being heard in the Native Land Court, a hui was held in Whanganui between those Māori who had gathered for the hearing (including Ngāti Rangi) and the Native Minister. The hui discussed possibilities for ensuring that any Whanganui land remaining in Māori ownership be protected from sale and utilised for the benefit of its owners. Following the Crown's representative James Carroll's suggestion that the land be vested in the Crown, Te Keepa Te Rangihiwini replied: "Te morehu tangata, me te morehu whenua ki a koe" (I give into your keeping the last vestiges of my people and of our land).
- 2.125. In November 1897, a deputation of Whanganui rangatira, including Te Keepa, went to Wellington to ask Prime Minister Seddon to bring an end to the purchase of Māori land and to deal with the lands through leasing. Te Keepa died in April 1898.
- 2.126. In October 1900, after the Crown developed several bills and held nationwide hui with Māori, the Māori Land Administration Bill was passed into law, following decades of resistance to Crown purchasing by some of the Ngāti Rangi leadership. The Act contained clauses enabling Māori to vest land in a District Māori Land Council which would administer the land for the benefit of its owners with elected and appointed Māori and Pākehā members.
- 2.127. In March 1902, at a large hui at Hiruhārama, Māori landholders agreed in principle to vest large areas of land, including much of the Ōhotu block, in the proposed Aotea District Māori Land Council. In 1902, signatures of Ngāti Rangi owners were collected to agree to vest the Ōhotu No. 8 block in the Council. This process was completed by October 1903.
- 2.128. In 1902, Whanganui Māori agreed that vested land such as in the Ōhotu block was to be made available for a 21-year lease with one right of renewal for a further 21 years, after which the land would return to the owners. However, following a lack of interest for leases on these terms, the Crown and European councillors put pressure on the Māori members of the Council to accept perpetual lease terms as they believed that was the only way to encourage Europeans to take up the leases. The Māori members of the Council would not accept perpetual leases, knowing that the Māori owners would not accept these terms. In the face of the Māori Council members' reluctance to accept a leasing arrangement for longer than 42 years in total, the Under-Secretary of the Native Department recommended to the Minister the disestablishment of the Aotea District Māori Land Council. He stated that he was "constrained to make this recommendation through the vacillating of the Aotea Council in connection with the proposed Ōhotu leases". However, his recommendation was not adopted.
- 2.129. In the morning of 21 July 1904, the Council called a meeting which was attended by a large number of Māori. At this meeting, one of the Māori members of the Council said that they desired to now lease the Ōhotu block on similar terms to the lease of the vested Paetawa block. He said that this would include compensation for improvements made to the land by the lessee, which should be limited, but that at the end of 42 years, if compensation could not be paid, a further lease would be arranged. The meeting discussed the various matters this Councillor had brought forward before making a

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decision and the Māori owners in attendance left the meeting. The Council then agreed to adopt these terms for the Ōhotu leases.

- 2.130. Prior to this meeting, one of the Crown-appointed councillors stated that he considered the requirement for the owners to pay compensation to lessees for improvements will, in effect, be "a perpetual lease as it is beyond a doubt that Natives will not at end of 42 years be able to pay over £240,000 which would be value of improvements at that period." The Council had not adopted the earlier suggestions by one of the Māori Council members to place a maximum limit on the compensation the owners could be required to pay for improvements, or institute a 'sinking fund' from the owners lease money in order to pay the compensation at the end of the lease period. In 1905, the Ōhotu No. 8 block was leased on this basis. In 1906, the Crown transferred the Whanganui vested lands to the Aotea District Maori Land Board which replaced the Council under the Maori Lands Settlement Act 1905. The Crown greatly reduced Māori representation in the administration of the vested lands from two Crown-appointed and three elected Māori members of the Council to one Crown-appointed Māori member of the Board.
- 2.131. In 1907, the Crown promoted the Native Land Settlement Act which contained the provision that vested lands would return to Māori control by 1957. In 1909, the Native Land Act provided that compensation for improvements be made a charge on the land. In addition, the Native Minister was empowered to direct Māori Land Boards to set any monies aside from lease revenue into a sinking fund to pay for compensation. However, the Native Minister gave no such direction during the first years of the lease because the Board needed the rental income to pay the costs on behalf of the owners for providing infrastructure on the blocks. Following this, the difficult socio-economic circumstances of the 1930s and 1940s contributed to a decision not to establish a sinking fund during the second lease term.
- 2.132. In 1926, the first 21 year lease of the Ōhotu No. 8 block ended and the land was re-valued to facilitate an assessment of the rent for the second lease term, which would be five per cent of the unimproved land value. The unimproved value of the land was determined by subtracting the value of improvements made in the first lease term from the capital value of the land. All of these improvements were valued at what they would cost in 1926 and this contributed to a high value of improvements being deducted from the capital value. This meant that Ngāti Rangi's annual rent was reduced by 46 per cent, and that there was no possibility of the owners being able to pay the compensation for improvements due at the end of the second lease term. In 1926, the Crown became aware of this problem. Crown officials discussed possible solutions over the 1930s, but in the end the Crown took no action. The Ōhotu No. 8 block remained vested after its second 21 year lease expired in 1945.
- 2.133. In 1951, following an investigation by a Commission of Inquiry, the Crown entered negotiations to deal with the issue of compensation. The results of which were encapsulated in the Māori Vested Lands Administration Act 1954. The Act made provisions for the resumption of land over time. From 1954, the lands were administered by the Māori Trustee who oversaw the amalgamation of titles and the formation of the Ātihaui-Whanganui Incorporation in 1970.

Development Schemes

- 2.134. It was not until 1929 that Native Minister Āpirana Ngata introduced development schemes to provide Crown funds for the development of Māori-owned land. In 1930, some Ngāti Rangi whānau petitioned for a land development fund in Karioi. The owners had requested almost 3,000 acres, where they had already begun farming, to

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be included in a development scheme. However, the Crown declined to proceed with the scheme because it considered the land unsuitable for development.

Europeanisation of Ngāti Rangi Land Title

- 2.135. In 1967, the Crown promoted the Māori Affairs Amendment Act to provide for the effective and profitable use of Māori land. However, changing the status of Ngāti Rangi's land to European land removed it from the remaining protections of the Māori land regime. Ngāti Rangi were significantly impacted by the compulsory Europeanisation of title that occurred under Māori Affairs Amendment Act 1967. Under this legislation, Māori freehold land with less than four owners could be declared to be European land, often without consultation with the Māori owners. Māori land in this period was subject to increased private purchasing by Pākehā. In 1970, the Māori Affairs Department reported that only 17 per cent of land status changes occurred as a result of the Māori owners' request. A number of Ngāti Rangi blocks were affected including 25 sections in the Rangiwaea block and two sections of the Murimotu block. This provision was repealed in 1973.

TWENTIETH CENTURY LAND PURCHASING

- 2.136. As at 1900, Ngāti Rangi retained over 62,000 acres of land in their rohe. In 1907, the Stout-Ngata Commission investigated how much land Māori retained in the Whanganui District. The Commission reported to the Crown that it was not "advisable that the present system of purchasing should be continued in this district".
- 2.137. Despite the Commission's recommendation, the Native Land Act 1909 lifted all restrictions on the alienation of Māori land. Between 1910 and 1930, the Crown resumed extensive land purchasing in Ngāti Rangi's rohe. By 1930, the Crown acquired individual interests in the Rangiwaea, Murimotu and Pohonuiatane blocks which totalled over 6,700 acres.
- 2.138. The 1909 Act again enabled private parties to directly purchase land interests from Māori under the auspices of Māori Land Board oversight. As a result, private land sales occurred over a considerable area in Ngāti Rangi's rohe. Between 1910 and 1930, private parties had purchased more than 15,000 acres of Ngāti Rangi's interests in the Murimotu, Ngāurukehu, Maungakaretū and Ruanui blocks.
- 2.139. After 1930, the Crown stopped large scale purchasing in Whanganui, but the Crown and private parties continued purchasing Ngāti Rangi land intermittently over the remainder of the twentieth century. Between 1930 and 1955 private parties purchased nearly 5,500 acres in the Urewera, Ngāurukehu and Maungakaretū blocks. In 1908, the Stout-Ngata Commission recommended that the Ngāti Rangi blocks, Urewera No. 1B, No. 1C1 and No. 1C3 should be reserved for Māori occupation. However, in 1956, the New Zealand Gazette published that the Urewera No. 1B, No. 1C2 and No. 1C3 blocks, with a total area of 3,088 acres and 2 roods, was Crown land. Of the 62,000 acres in their rohe that Ngāti Rangi retained in 1900, Ngāti Rangi currently own only 13,500 acres.

PUBLIC WORKS

- 2.140. The Crown compulsorily acquired some significant lands in Ngāti Rangi's rohe under public works legislation in the nineteenth and twentieth centuries. The Crown seldom consulted Ngāti Rangi about public works takings before the middle of the twentieth century. Ngāti Rangi lost access to some sites of immense significance as a result of the Crown's compulsory acquisitions, particularly in the Tongariro National Park.

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- 2.141. Between 1862 and 1927, the Crown was empowered by native land legislation to compulsorily acquire up to five per cent of any Māori land block for roading purposes without paying compensation. For example, on 22 November 1901, sections within the Raketapauma block totalling just over 26 acres were taken to further establish the Waiaruhe Road.
- 2.142. In 1873, this provision for the Crown to acquire five per cent of Māori land was extended to railway. However, in 1885, the Native Minister pledged at two hui in Whanganui that the Crown would compensate Whanganui Māori for the compulsory acquisition of their land for the North Island Main Trunk Railway line. The Crown compulsorily acquired over 624 acres of Māori land in Whanganui for use in this railway, but did not pay for compensation to Ngāti Rangi for any of the acquisitions of their land. In 1914, the Crown also compulsorily acquired land directly in front of the Mangamingi Marae on the Raetihi block for use in the Ohakune-Raetihi railway line.
- 2.143. In 1903, the Crown promoted the Scenery Preservation Act which was aimed to protect and preserve sites the Crown considered to be of scenic value. Under the Scenery Preservation Act 1903 and subsequent scenery preservation legislation, the Crown compulsorily acquired land from Ngāti Rangi for scenery preservation purposes, particularly along the route of the North Island Main Trunk Railway line. For example, on 18 May 1910, the Crown compulsorily acquired over 75 acres in the Rangiwaia No. 4F12 block to establish the Rangiwaia Scenic Reserve. However, in 1920, the Crown revoked the reserve status and leased the land until it sold the land to the leaseholder in 1971. On 3 August 1911, the Crown acquired over 150 acres of land from the Raketapauma and Ngāurukehu blocks to establish the Maungakaretū Scenic Reserve.
- 2.144. Between 1961 and 1984 there were a number of public works takings in Ohakune which adversely impacted Ngāti Rangi. The Crown took land for roading requirements and the local council took land for a metal pit, a landfill, and an oxidation pond which were close to Maungarongo Marae. These public works have caused great prejudice to the Pāuro Marino whānau, Maungārongo Marae and its community. All of these compulsory acquisitions were taken from a single Raetihi block and amounted to over seventeen per cent of the original partition.

WAIŌURU DEFENCE LANDS

- 2.145. By July 1942, the Crown had established the Waiōuru military training camp on land which included the Murimotu and Rangipō-Waiū blocks that it had acquired from Ngāti Rangi by 1900. In the nineteenth century, Ngāti Rangi had tried to retain control and authority of these lands through various means. The Murimotu and Rangipō-Waiū blocks contained wāhi tapu important to Ngāti Rangi but the Crown did not consult with the iwi about the establishment of the military training camp, or take any steps to protect the wāhi tapu. Crown military forces undertook live-firing and munitions testing on these lands which disturbed Māori artefacts and damaged Ngāti Rangi wāhi tapu within the boundaries of the training camp.
- 2.146. In addition to its contribution of recruits to the armed forces, Ngāti Rangi have played a significant role in the cultural presence of the military at Waiōuru. The naval base, HMNZS Irirangi (located on Raketapauma block), was named by Ngāti Rangi and is approximately 2km from Raketapauma Marae.

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THE TONGARIRO POWER DEVELOPMENT SCHEME

- 2.147. The Tongariro Power Development (TPD) is a 360MW hydroelectricity scheme. The Crown developed the scheme as a response to post-World War Two demands for energy resources. The scheme extends from the southern and western flanks of Ruapehu round to the southern shore of Lake Taupo, and east to Rangipō and the Moawhango Rivers. The Crown has diverted almost all of the water that flows from the central North Island volcanic peaks into the scheme, including the Tongariro, Whangaehu, Whakapapa, and Whanganui Rivers. The Crown began construction in 1964, and all four stages of the TPD scheme were completed in 1984.
- 2.148. Between 1955 and 1964 when construction of the TPD scheme began, the Crown held four meetings with members of another iwi to discuss the scope of the scheme but failed to include Ngāti Rangi. The Crown also did not consult with, nor offer notice to Ngāti Rangi in relation to a 1958 Order of Council authorising the use of water in a number of rivers in their rohe, including the Whangaehu River, for the proposed TPD scheme.
- 2.149. The Crown began constructing Stage Three, or the 'Eastern Diversion', of the TPD scheme in 1969. This stage included damming the Moawhango River to create a new artificial storage lake, Moawhango, for the scheme. 26 tributaries of the Whangaehu River were also diverted through 22 intakes into the Wāhianoa Aqueduct into Lake Moawhango. Other waterways in the Ngāti Rangi rohe included in the TPD scheme include the Wāhianoa River, Tokiāhuru Stream, Mākahikatoa Stream, and Tomowai Stream.
- 2.150. The construction of the Eastern Diversion has had lasting effects on the land and waterways in the Ngāti Rangi rohe. The Crown erected massive artificial concrete structures upon the landscape, such as the Moawhango dam. The natural water flow rate of the Māngaio Stream was disrupted, and the Moawhango River's natural water flow rate decreased by two-thirds. The diversion of the Whangaehu River's tributaries has resulted in a significant reduction (up to 100 per cent in some streams) in the water flow immediately below the 22 diversions. For example, the flow of water to the Tokiāhuru Stream was so reduced that the stream was no longer able to support the Ngāti Rangi community at Karioi who relied on the supply of fresh water.
- 2.151. As a result of the Crown's diversion of the incoming freshwater from the Whangaehu River for the TPD scheme, the sulphuric acidity of its mainstream has increased. Consequently, the water quality of these rivers and streams has declined and sedimentation increased which has harmed their aquatic ecosystems and fish life. Ngāti Rangi report the loss of kōura and tuna in these waterways. Ngāti Rangi have also lost the use of the sulphuric waters of the Whangaehu River for their healing properties in the prevention and treatment of skin conditions and burns. The reduction in fish and insect life in the Whangaehu River upstream from its confluence with the Mangawhero River has led local authorities to consider the river to be "biologically dead".
- 2.152. For Ngāti Rangi, these waterways are their taonga of which they are kaitiaki. Their disruption and degradation has been devastating for the iwi who derived nourishment from their waters and the aquatic life living within them. The mixing of the waterways in the Wāhianoa Aqueduct has also diminished the mouri and mana of those rivers and their surrounding environment for Ngāti Rangi, which has led to a cultural imbalance which continues to detrimentally impact the spiritual wellbeing of the Ngāti Rangi people.

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ENVIRONMENTAL ISSUES

- 2.153. Several environmental issues have adversely affected Ngāti Rangi, for whom the natural world provided the resources that sustained the iwi physically and spiritually.
- 2.154. For instance, between 1927 and the early 1930s, the Crown planted *Pinus contorta*, a North American evergreen pine tree species, in the Karioi State Forest. The wilding tendency of the *Pinus contorta* species meant that tree seedlings spread beyond the Karioi State Forest boundaries and across neighbouring Ngāti Rangi land. By the 1950s, the Crown recognised that *Pinus contorta* had the potential to become a "major weed problem". In 1966, officials noted that *Pinus contorta* was "out of control" in Waiōuru. The Crown continued to use the tree to combat soil erosion and considered it a "valuable conservation tool" until 1977 when officials reversed policy on supporting the planting of *Pinus contorta*. However, it was only in 1983 when the Crown declared *Pinus contorta* a Class B noxious weed that Crown-funded eradication programmes on Māori land between the Karioi State Forest and the Tongariro National Park began. Responsibility to clear the pine, which is expensive and time-consuming, was placed on private landowners which has detrimentally impacted Ngāti Rangi whānau. Although financial assistance was provided to the owners of private rateable land, no financial assistance was provided to owners of non-rateable Māori land.
- 2.155. The creation of the Tongariro National Park has resulted in the over-development of Ruapehu for commercial and recreational purposes to the point of significant environmental degradation. The proliferation of huts on the mountain led to problems regarding the disposal of waste. This issue arose in the 1950s, and the Tongariro National Park board's solutions initially included dumping waste in the Whakapapanui canyon. The intensive development at the Iwikau village meant that by the 1970s sewage disposal had become a major environmental problem on surrounding waterways. Ngāti Rangi also hold concerns regarding the disposal systems in place for the removal of sewage and waste from the Turoa ski fields.
- 2.156. The introduction of exotic flora and fauna species into the Tongariro National Park is also a significant grievance for Ngāti Rangi. For example, in the case of one introduced pest species, heather, in the mid-1910s the Crown directly facilitated its introduction into the Park.
- 2.157. From the 1890s, exotic fish species, particularly trout, have also been introduced into the waterways of the central North Island plateau which were populated with kōura, tuna and other customary fisheries.
- 2.158. In the 1920s, rubbish and drainage from the Ohakune township was emptied straight into the Mangawhero River near Maungārongo Marae. Noting that there was a Māori kāinga on the banks of the river, a Crown official reported that "this misuse of the Stream is dangerous to their health and all who use the River". According to Ngāti Rangi tradition, this polluted the water and fish stocks which the community relied on for sustenance.
- 2.159. The rongoā properties of other waterways such as the Whangaehu River have been undermined by surrounding land use. For example, Ngāti Rangi once used part of the river by the Tiorangi Marae as a traditional rongoā, a place to treat skin ailments. However, as a result direct discharge into the Whangaehu River, Ngāti Rangi are no longer able to use the river in this way.

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SOCIO-ECONOMIC ISSUES

Education

- 2.160. From 1867, the Crown began establishing a native school system for Māori children. The Crown required Māori to gift land for native schools to be established. In 1896, Ngāti Rangi applied for a native school at Karioi, which was established in 1898. The native school was closed in 1949 and, in 1954, the Crown set it apart as a reserve and it is now administered by the local council.
- 2.161. The Crown considered that part of the role of the native schools was to assimilate Māori into European culture. The native schools taught Māori children in English and strongly discouraged the students from speaking their own language. Ngāti Rangi elders recall being caned and strapped at school for speaking te reo Māori, which undermined their pride in their Māori identity. Some did not speak te reo Māori to their own children because of the punishment they received when they were children.

Economic Development

- 2.162. In the nineteenth and early twentieth centuries, Ngāti Rangi lost much of their economic base through land alienations by the Crown and private parties. The land Ngāti Rangi retained was difficult to develop due to the increasing fragmentation of land titles. The lack of training for many Ngāti Rangi owners meant that they often did not have the skills to develop land retained in the twentieth century.
- 2.163. During the early years of the twentieth century, Ngāti Rangi could often only find seasonal employment. Ngāti Rangi also relied on gardening as well as foraging, hunting and collecting on their traditional lands to sustain themselves. The economic vulnerability of communities in Whanganui District, including Karioi, is shown by the impact of the potato blight in 1905 and 1906. Potatoes were a staple food, and the crops' failure exposed this vulnerability. In the winter of 1905, the Crown supplied seed potatoes to local Māori. On 8 January 1906, Te Whatarangi Teka wrote that the failure of potato crops in Karioi meant that Ngāti Rangi "are just existing, having no food, those who have a few shillings buy flour ... those who have no means of subsistence eat wild cabbage, roots...". A Karioi schoolteacher reported that Karioi Māori "have lost almost all of their potatoes & a famine is I fear inevitable". Even after the potato blight ended, schoolteachers still made applications to the Native Department over successive years for the Crown to provide vegetable and potato seeds.
- 2.164. Early in the twentieth century, Ngāti Rangi were employed in sheep shearing at the nearby Karioi sheep station and also through public works for the construction of the North Island Main Trunk Railway line. By the 1920s, nearby timber mills provided the main employment for those living at Karioi. During the 1920s and 1930s, commercial opportunities were explored by Ngāti Rangi wherever possible. Some landholders began dairy-farming (stock numbers totalled more than 3,000 in 1920). By the mid-twentieth century, Ngāti Rangi were increasingly dependent on their labour to earn a living. These conditions meant that the labour force needed to be mobile in order to undertake work where it arose and, by the end of the 1950s, Māori in the Raetihi and Ohakune Districts were employed as farm labourers in the private timber industry and on the railways and public works.
- 2.165. The establishment of market gardens in Ohakune provided income from leasing land and work for Ngāti Rangi. In 1926, four Māori were recorded as resident at Ohakune, and by 1936, this had increased to 74. In the 1950s, efforts by Ngāti Rangi landowners to establish horticultural schemes were hampered by the degree of multiple ownership

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on land titles. Instead, Ngāti Rangi and other local Māori became the labour force in what was an irregular and low paid-industry.

- 2.166. In 1927, the Crown established the Karioi State Forest. There is no evidence that Ngāti Rangi were employed in planting the forest. Ngāti Rangi later gained employment in the milling industry, but many had become unemployed by 1958 when the industry was in decline. At this time, a welfare officer described Ohakune as a "town teetering on its last legs and fighting for its very existence". In 1987, the Crown corporatised the New Zealand Forest Service and many Ngāti Rangi workers lost their jobs as a result. More workers were made redundant in 1990 when the corporation was privatised.

Housing

- 2.167. Māori often lived in poor housing conditions. In the early decades of the twentieth century, Ngāti Rangi whānau established homesteads on their partitioned land. In 1937, a Crown official noted that Māori housing was overcrowded and of poor quality.
- 2.168. In the early 1950s, Crown officials observed again that Māori housing was poor and overcrowded. In 1956, the Mayor of Whanganui criticised the Crown's tardiness in addressing the housing needs of Māori by providing assistance. Although the Crown provided some assistance to Māori who wanted to buy homes, many Māori struggled to save the required deposit.
- 2.169. In 1955, the Ohakune Borough Council wrote to the Crown noting that young Māori in their district were leaving the area. The Council asked what assistance the Crown could offer to establish industries in the town to utilise the Māori labour that was available. On 5 August 1955, the Under Secretary of the Māori Affairs Department responded: "I am, of course, most interested in the proper placement of Māori workers and the establishment of secondary industries at vital points is I feel one way by which this can be achieved. I should point out, however, that although I am prepared to do all that lies within my power to assist, the establishment of any such industry must come from private enterprise." The Crown had developed programs to improve Māori housing; however, the Crown would only provide this assistance in areas with good employment opportunities.

Health Issues

- 2.170. From 1840, the arrival of Europeans exposed Ngāti Rangi to infectious diseases which caused the population of Whanganui Māori to decline. The Crown offered a limited welfare service in the nineteenth century. At this time Western medicine had a limited ability to deal with infectious diseases and other health problems.
- 2.171. In 1898, the native school at Karioi provided the first Crown primary health service for Māori in Ngāti Rangi's rohe. The location of a school at Karioi, in 1898, therefore was of great importance to Ngāti Rangi because schoolteachers administered medicines to schoolchildren and the wider community. Although private general practitioners were resident in Ohakune, they charged high fees to visit Karioi.
- 2.172. Poor housing and malnourishment meant that Whanganui Māori were vulnerable to epidemics of 'diseases of poverty', such as influenza and typhoid. The serious illnesses that affected the Karioi community were reported to include measles, scarlet fever, whooping cough, and influenza. The presence of some of these diseases was recorded through to the 1920s. By the 1960s, due to better health care and better standards of living, the Māori population in Whanganui had increased by four per cent a year and there was a decline in Māori susceptibility to infectious diseases. However,

2: KO TE POUPOU HOHOURONGO: RECONCILIATION (HISTORICAL ACCOUNT)

into the 1980s, Māori remained more susceptible than non-Māori to most health conditions.

- 2.173. By 1961, the Māori population of Karioi was 143. The dispersal of the majority of the population to urban centres through to the 1980s resulted in loss of community, te reo skills and traditional practices. Ngāti Rangi mana and identity is expressed through the unique dialect spoken by Whanganui iwi, including Ngāti Rangi. Research on indigenous education and achievement in education notes the importance of identity, pride in one's own culture and language as keys to success. It has only been in the last few decades that a revival, based around the homeland community, has begun.

3 KO TE POUPOU HOHOURONGO: RECONCILIATION (ACKNOWLEDGEMENT AND APOLOGY)

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

ACKNOWLEDGEMENTS

- 3.1. The Crown acknowledges that its recognition of Ngāti Rangi tino rangatiratanga, guaranteed by te Tiriti o Waitangi/the Treaty of Waitangi, is well overdue, and that –
- 3.1.1. most Ngāti Rangi have been loyal to the Crown and have fulfilled their obligations as a Tiriti/Treaty partner, particularly during their military service to which the Crown pays tribute;
- 3.1.2. Ngāti Rangi had expectations of an ongoing and mutually beneficial relationship with the Crown that were not always realised; and
- 3.1.3. Ngāti Rangi have consistently sought to raise their grievances directly with the Crown, but the Crown has, on many occasions, breached te Tiriti/the Treaty and its principles. The Crown has caused distress to successive generations of Ngāti Rangi by failing to deal with the long-standing grievances of the iwi in an appropriate way and therefore makes the following acknowledgements to Ngāti Rangi.

Te Tiriti o Waitangi/the Treaty of Waitangi

- 3.2. The Crown acknowledges that when Ngāti Rangi rangatira signed te Tiriti o Waitangi/the Treaty of Waitangi, they were exercising their mana motuhake and tino rangatiratanga. The Crown acknowledges that Ngāti Rangi sought to maintain their mana motuhake and to enter a partnership with the Crown but the Crown did not always honour this partnership and has denied Ngāti Rangi their rights under te Tiriti o Waitangi/the Treaty of Waitangi.

Marital Law

- 3.3. The Crown acknowledges that martial law was in effect in 1847 when a group of Māori youths were court-martialled and executed for the murder of a European family, and further acknowledges the great sense of sacrifice Ngāti Rangi feel over the actions of their rangatira, Winiata Te Pūhaki, who surrendered his son, Te Awahuri, to the Crown in a significant act of loyalty.

1848 Whanganui Purchase

- 3.4. The Crown acknowledges that the 1848 Whanganui Purchase was represented to Ngāti Rangi tūpuna as the completion of Commissioner Spain's recommended award, which provided for the New Zealand Company to receive a 40,000 acre grant in return for a £1,000 payment. However, the Crown failed to inform Ngāti Rangi that the area surveyed and included in this purchase more than doubled Spain's award, even though Māori still only received a payment of £1,000. This did not meet the standard of good faith and fair dealing that found expression in te Tiriti/the Treaty and this was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3: KO TE POUPOU HOHOURONGO: RECONCILIATION (ACKNOWLEDGEMENT AND APOLOGY)

The New Zealand Wars

- 3.5. The Crown acknowledges that Ngāti Rangi participated in military roles in support of the Crown in the nineteenth century; however, the Crown acknowledges that the distinction it made during the New Zealand Wars between up-river Whanganui Māori it labelled as hostile, and down-river Whanganui Māori it considered to be friendly helped to create tensions which have caused discord and enmity within Ngāti Rangi, between Ngāti Rangi and other iwi, and between Ngāti Rangi and the Crown, and remains a considerable source of grievance for Ngāti Rangi.

Native Land Laws

- 3.6. The Crown acknowledges that the introduction of the native land laws caused great prejudice to Ngāti Rangi, and that although Ngāti Rangi tūpuna expressed considerable opposition to the land laws, the Crown failed to respond to their concerns in a reasonable way. In particular, the Crown acknowledges that –
- 3.6.1. it did not consult Ngāti Rangi before introducing the Native Land Acts of 1862 and 1865 which imposed a new land tenure system on Ngāti Rangi that transformed their customary tribal tenure into one based on individual rights;
 - 3.6.2. Ngāti Rangi had no choice but to participate in this system in order to protect their lands from the claims of others;
 - 3.6.3. the requirement of Ngāti Rangi to defend their interests against overlapping groups in the Native Land Court significantly damaged the relationships between hapū of Ngāti Rangi and between Ngāti Rangi and their neighbouring iwi, the effects of which are still felt today;
 - 3.6.4. the significant costs associated with Native Land Court processes resulted in the alienation of Ngāti Rangi lands to pay these costs;
 - 3.6.5. the overall operation of the native land laws, in particular the awarding of land to individuals, undermined tribal Ngāti Rangi decision-making and made their land more susceptible to partition, fragmentation, and alienation;
 - 3.6.6. this eroded Ngāti Rangi's traditional tribal structures; and
 - 3.6.7. the Crown's failure to protect Ngāti Rangi's tribal structures was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Leasing in the Murimotu District

- 3.7. The Crown acknowledges that Ngāti Rangi sought to maintain their mana motuhake over their lands in the Murimotu District and derive economic benefit by leasing their lands to private parties. The Crown further acknowledges that –
- 3.7.1. it prevented Ngāti Rangi from leasing their lands directly to private parties by making arrangements with those private parties, and imposed monopoly powers over the Murimotu lands;
 - 3.7.2. Ngāti Rangi rangatira initially opposed to leasing this land to the Crown, but the Crown became the lessee after advising Ngāti Rangi that this was the only way they could legally lease their land;

3: KO TE POUPOU HOHOURONGO: RECONCILIATION (ACKNOWLEDGEMENT AND APOLOGY)

- 3.7.3. Ngāti Rangi still expected they would retain ownership of the leased lands, and derive rental income from them, when they agreed to lease these lands to the Crown for it to sublease them to the Ngāti Rangi's preferred private parties; and
- 3.7.4. the Crown began purchasing the leased lands from the individual owners awarded title by the Native Land Court after the leases had been formally recognised and acquired more than half of the land in the Murimotu District from Ngāti Rangi ownership by 1900.

Lack of Corporate Title

- 3.8. The Crown acknowledges that, despite Ngāti Rangi seeking to provide for the collective administration of their land by attempting to vest it in Kemp's Trust in 1880, the Crown did not provide an effective form of collective title until 1894. This failure was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Nineteenth Century Crown Purchasing

- 3.9. The Crown acknowledges that, as a privileged purchaser, it had a greater duty to ensure high standards of good faith in its purchasing practices, and that –
 - 3.9.1. it frequently opened negotiations to purchase land during the 1870s by making advance payments before the Native Land Court determined the ownership of the land the Crown was seeking to purchase;
 - 3.9.2. it negotiated to acquire Ngāti Rangi land as a monopoly purchaser; and
 - 3.9.3. after negotiating the Waimarino purchase it set aside fewer reserves for Ngāti Rangi than Crown officials had led them to expect during the negotiations, and this was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Loss of Access to Wāhi Tapu

- 3.10. The Crown acknowledges that as a result of Crown purchasing within the Ngāti Rangi rohe, Ngāti Rangi have lost control of and access to wāhi tapu and are unable to exercise their kaitiakitanga, manaakitanga, and whanaungatanga and other customary rights and responsibilities over these lands and resources.

Public Works

- 3.11. The Crown acknowledges Ngāti Rangi's sense of grievance that it has compulsorily acquired lands significant to the iwi for public works and scenery preservation. The Crown further acknowledges that it seldom consulted Ngāti Rangi in respect of its compulsory acquisitions it made before the middle of the twentieth century.

The North Island Main Trunk Railway

- 3.12. The Crown acknowledges that its failure to pay compensation for land compulsorily taken from Ngāti Rangi for the construction of the North Island Main Trunk railway dishonoured a promise made by the Native Minister in 1885 that such compensation would be paid, and this was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

3: KO TE POUPOU HOHOURONGO: RECONCILIATION (ACKNOWLEDGEMENT AND APOLOGY)

Vested Lands

- 3.13. The Crown acknowledges that Ngāti Rangi vested the Ōhotu No. 8 block in the Aotea District Maori Land Council in 1903 in the expectation that it would be developed and protected in the iwi's ownership for the benefit of their descendants, and that it would return to their control after 42 years. The Crown further acknowledges that –
- 3.13.1. Ngāti Rangi had agreed to vest its land in the Council which had five Māori members, however, in 1906 the Crown transferred Ngāti Rangi's vested land to the Aotea District Maori Land Board but did not allow Ngāti Rangi to select any members of this Board;
- 3.13.2. it became aware in 1926 that Ngāti Rangi's vested lands would not be returned to them at the end of their lease in the 1940s because Ngāti Rangi would not be able to pay the compensation for improvements the lessees were entitled to; and
- 3.13.3. its failure to then make arrangements to provide for the vested lands to be returned to Ngāti Rangi in a reasonable and timely manner breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Tongariro National Park

- 3.14. The Crown acknowledges the profound significance of Matua te Mana, Ruapehu maunga, to Ngāti Rangi, from which the iwi draw life, sustenance, and inspiration.
- 3.15. The Crown acknowledges that its failure to consult Ngāti Rangi and provide for their interests when the Tongariro National Park was proclaimed in 1907 was in breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles, and has led to a sense of invisibility for Ngāti Rangi regarding their contribution and presence in the management and identity of the Park.
- 3.16. The Crown acknowledges that it failed for many years to include Ngāti Rangi in the ongoing management arrangements for the Tongariro National Park and this severely affected the ability of Ngāti Rangi to practise their tino rangatiratanga and kaitiakitanga over their sacred maunga, Ruapehu, and their wāhi tapu within the Park. The Crown failed to respect the rangatiratanga of Ngāti Rangi and this was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.17. The Crown acknowledges that commercial development on Ruapehu, and the introduction of exotic species into the Tongariro National Park, have wrought changes to the Park's natural environment which have caused great distress to Ngāti Rangi, who have been unable to safeguard the maunga's tapu from physical and cultural degradation.
- 3.18. The Crown acknowledges that Ngāti Rangi have been excluded from accessing traditional cultural, kai, and rongoā resources within the Tongariro National Park since the National Parks Act 1952 made it an offence to remove indigenous flora and fauna from national parks, and that, consequently, Ngāti Rangi have been unable to carry out their customary practices within the boundaries of the Tongariro National Park in accordance with their tikanga and mātauranga.

The land known as the Rangipō North No. 8 Block

- 3.19. The Crown acknowledges that it ought to have known that Ngāti Rangi had a strong customary association with Ruapehu before it included an area of unnamed Māori

3: KO TE POUPOU HOHOURONGO: RECONCILIATION (ACKNOWLEDGEMENT AND APOLOGY)

customary land (later known as the Rangipō North No. 8 block) in the legislation which established the Tongariro National Park in 1894. However, the Crown did not purchase the land from Ngāti Rangi, or consult the iwi before it compulsorily acquired the land in 1907, and this was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

- 3.20. The Crown acknowledges that the Crown did not pay compensation for the compulsory acquisition of the area of unnamed land (later known as the Rangipō North No. 8 block) in 1907 according to the provisions of the Tongariro National Park Act 1894, despite its awareness that compensation has never been paid to the customary owners. This failure of the Crown has continued to prejudice Ngāti Rangi and breached te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.21. The Crown acknowledges that Te Wai-ā-Moe, Paretaitonga, and Te Ara ki te Paretaitonga are wāhi tapu of immense cultural and spiritual significance to Ngāti Rangi. When the Crown included the land later known as the Rangipō North No. 8 block in the Tongariro National Park, it disrupted Ngāti Rangi's ability to protect these wāhi tapu under their tikanga and kaitiakitanga and this is a source of considerable grief and distress for the iwi.
- 3.22. The Crown acknowledges that it failed to notify all potential claimants for the 1960 Māori Land Court hearing to determine the ownership of the land that became known as the Rangipō North No. 8 block. This prevented Ngāti Rangi from protecting their interests in the block. The Crown's failure to ensure all claimants were notified was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.

Twentieth Century Crown Purchasing

- 3.23. The Crown acknowledges Ngāti Rangi's grievance about the extent of their land loss. The iwi had sold a large area of land to the Crown by 1900. In 1909 the Native Land Act removed all existing restrictions on the alienation of Māori land, and large-scale Crown purchasing did not stop until 1930.

Pinus Contorta

- 3.24. The Crown acknowledges the degradation of the environment that has arisen following the introduction of *Pinus contorta* in the late 1920s and 1930s, and that this has been, and continues to be, a source of great distress and grievance for Ngāti Rangi.

New Zealand Defence Force Lands at Waiōuru

- 3.25. The Crown acknowledges that sites sacred to Ngāti Rangi have been damaged or destroyed on defence land around Waiōuru, particularly on Te Onetapu, and further acknowledges that this has had an ongoing, detrimental impact on Ngāti Rangi's physical and spiritual relationship with the land.

Waterways

- 3.26. The Crown acknowledges the profound importance of the waterways within the Ngāti Rangi rohe to the cultural, spiritual and economic well-being of the iwi, particularly the Whangaehu River from which Ngāti Rangi draw life, sustenance, and inspiration, and that the rivers, streams, and springs that flow from Ruapehu –

3.26.1. carry the mana and mouri of Ruapehu down to the people of Ngāti Rangi;

3.26.2. are a source of healing for the iwi;

3: KO TE POUPOU HOHOURONGO: RECONCILIATION (ACKNOWLEDGEMENT AND APOLOGY)

- 3.26.3. are an essential food source for Ngāti Rangi, particularly the delicacy of tuna heke for which the iwi is renowned; and
- 3.26.4. were critical to Ngāti Rangi in the establishment, maintenance, and sustenance of the iwi's hapū, kāinga, and marae.
- 3.27. The Crown acknowledges that that Ngāti Rangi feel unable to exercise their responsibilities in accordance with their kawa, tikanga, and ritenga in relation to the care, protection, management, and use of the Whangaehu River on behalf of down-river Māori following detrimental changes to the river wrought by pollution and the establishment of hydro-electricity generation infrastructure.
- 3.28. The Crown acknowledges that Ngāti Rangi's grievance about the pollution of the waterways within their rohe that has occurred during settlement in the district, and the significant distress Ngāti Rangi feel as a result of the degradation of these waterways and the loss of associated traditional practices.

Tongariro Power Development and the Eastern Diversion

- 3.29. The Crown acknowledges that it failed to consult with Ngāti Rangi when it established the Tongariro Power Development scheme despite being aware of the concerns of Whanganui Māori. This was inconsistent with the Crown's duty to act in good faith and was a breach of te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 3.30. The Crown further acknowledges that the Tongariro Power Development scheme, particularly the Eastern Diversion including the Whangaehu River, has made a significant contribution to the New Zealand nation, but that many of the scheme's benefits have come at great cost to Ngāti Rangi. The construction and operation of the scheme remains a profound grievance for Ngāti Rangi because –
- 3.30.1. it has disrupted the natural flow of 26 tributaries into the Whangaehu River which has, in some instances, left only dry riverbeds;
- 3.30.2. it has led to a decline of traditional fisheries and undermined customary Ngāti Rangi fishing practices;
- 3.30.3. it has also led local authorities to consider the Whangaehu River to be biologically dead; and
- 3.30.4. Ngāti Rangi consider that the mixing of the waters has affected the mouri of rivers that Ngāti Rangi have long held sacred which is inconsistent with Ngāti Rangi tikanga and has harmed the cultural and spiritual wellbeing of Ngāti Rangi.
- 3.31. The Crown acknowledges that water from the Tokiāhuru Stream, a tributary of the Whangaehu River, was diverted for use in the Eastern Diversion of the Tongariro Power Development scheme, and that this severely diminished the flow of water in the stream that sustained the Ngāti Rangi community at Karioi, and this has been a deep source of grievance and distress for Ngāti Rangi.

Te Reo Māori

- 3.32. The Crown acknowledges the harm Ngāti Rangi children suffered by being punished for speaking their own language in Crown-established schools for many decades, and that for too long the Crown did not value Māori cultural understandings.

3: KO TE POUPOU HOHOURONGO: RECONCILIATION (ACKNOWLEDGEMENT AND APOLOGY)

- 3.33. The Crown further acknowledges that these impacts have had a detrimental effect upon Māori language proficiency and fluency, the inter-generational transmission of te reo Māori (especially the Ngāti Rangi dialect), and tikanga Māori practices.

Socio-economic issues

- 3.34. The Crown acknowledges that poor housing, low educational achievement, and a lack of opportunities for social and economic development in the Ngāti Rangi rohe throughout the twentieth century have adversely affected Ngāti Rangi, and encouraged many to leave the Ngāti Rangi rohe.

Contribution to New Zealand

- 3.35. The Crown acknowledges that Ngāti Rangi have made many sacrifices for the development of the country, including land and access to waterways for public works, people to support the nation's defence efforts, and wāhi tapu for the public's enjoyment, from which many New Zealanders have greatly benefitted.

APOLOGY

- 3.36. The Crown makes the following apology to Ngāti Rangi, to your tūpuna and mokopuna, your hapū and your whānau.
- 3.37. In 1840, when Ngāti Rangi tūpuna signed te Tiriti o Waitangi, they chose to enter into a partnership with the Crown. This commitment to the principles of cooperation and support has characterised Ngāti Rangi's relationship with the Crown ever since: Ngāti Rangi encouraged and welcomed European settlement in the Whanganui District; Ngāti Rangi have made many sacrifices in support of the Crown; and Ngāti Rangi consistently provided land and resources precious to your hapū and whānau for the development and benefit of your fellow New Zealanders.
- 3.38. The Crown is sincerely remorseful that it has not treated Ngāti Rangi as the friend and ally you have always been. Instead, the Crown promoted laws and institutions that encouraged the partition, fragmentation, and alienation of your land, and threatened your mana over the Ngāti Rangi rohe. The Crown also took, and damaged, your land for use in public works projects, often without consulting Ngāti Rangi or asking for your consent. The Crown excluded Ngāti Rangi from the establishment and management of the Tongariro National Park, and diverted the tributaries of the Whangaehu River into the hydro-electric power generation scheme constructed around the central North Island's volcanic plateau. For all of the harm this has done to your sacred connection with Matua Te Mana and the waterways of your rohe, the Crown unreservedly apologises.
- 3.39. The Crown is deeply sorry that its acts and omissions have caused you to lose tribal control over the sale and settlement of your land. The Crown sincerely apologises for its failure to recognise, acknowledge, and thank Ngāti Rangi for your military service and the many sacrifices you have made. Above all, it is with profound remorse that the Crown admits that it has not honoured Ngāti Rangi's partnership with the Crown under te Tiriti o Waitangi with the respect and integrity that you deserve. The Crown humbly apologises.
- 3.40. With this apology, and through this settlement, the Crown seeks to atone for those acts and omissions that have caused Ngāti Rangi harm, to finally lift your burden of grievance, and to rebuild our relationship based on the Treaty of Waitangi and its principles. We look forward to growing our friendship and a relationship of trust and partnership with Ngāti Rangi.

4 TE WHARE TOKA: SETTLEMENT

ACKNOWLEDGEMENTS

- 4.1. Each party acknowledges that –
- 4.1.1. the negotiations resulting in this deed were conducted in the spirit of co-operation and compromise; and
 - 4.1.2. the other parties have acted honourably and reasonably in relation to the settlement; but
 - 4.1.3. it is not possible to –
 - (a) assess the loss and prejudice suffered by Ngāti Rangi as a result of the events on which the historical claims are based; or
 - (b) fully compensate Ngāti Rangi for all loss and prejudice suffered; and
 - 4.1.4. the Crown's policy is for redress to be affordable and practicable; and
 - 4.1.5. Ngāti Rangi intends their foregoing of full compensation to contribute to New Zealand's development; and
 - 4.1.6. the settlement is intended to re-establish an ongoing relationship between Ngāti Rangi and the Crown (in terms of te Tiriti o Waitangi/the Treaty of Waitangi, its principles and otherwise).
- 4.2. Ngāti Rangi acknowledge that, taking all matters into consideration (some of which are specified in clause 4.1), the settlement is fair in the circumstances.

SETTLEMENT

- 4.3. Therefore, on and from the settlement date, –
- 4.3.1. the historical claims are settled; and
 - 4.3.2. the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and
 - 4.3.3. the settlement is final.
- 4.4. Except as provided in this deed or the settlement legislation, the parties' rights and obligations remain unaffected.

REDRESS

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

4: TE WHARE TOKA: SETTLEMENT

IMPLEMENTATION

- 4.6. The settlement legislation will, on the terms provided by sections 15 to 20 of the draft settlement bill, –
- 4.6.1. settle the historical claims; and
 - 4.6.2. exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement; and
 - 4.6.3. provide that the legislation referred to in section 17 of the draft settlement bill does not apply –
 - (a) to a redress property, a purchased deferred selection property if settlement of that property has been effected, or any exclusive RFR land, or shared RFR land; or
 - (b) for the benefit of Ngāti Rangi or a representative entity; and
 - 4.6.4. require any resumptive memorial to be removed from any certificate of title or computer register for a redress property, a purchased deferred selection property if settlement of that property has been effected, or any exclusive RFR land, or shared RFR land; and
 - 4.6.5. provide that the rule against perpetuities and the Perpetuities Act 1964 does not –
 - (a) apply to a settlement document; or
 - (b) prescribe or restrict the period during which –
 - (i) the trustees of Te Tōtarahoe o Paerangi Trust, being the governance entity, may hold or deal with property; and
 - (ii) Te Tōtarahoe o Paerangi Trust may exist; and
 - 4.6.6. require the chief executive of the Ministry of Justice to make copies of this deed publicly available.
- 4.7. Part 1 of the general matters schedule provides for other action in relation to the settlement.

5 TE KĀHUI MAUNGA: TONGARIRO NATIONAL PARK

ASPIRATIONS OF NGĀTI RANGI FOR THE TONGARIRO NATIONAL PARK

- 5.1. Ngāti Rangi are a pre-migration tribe and whakapapa to Māui-Tikitiki-a-Taranga and Paerangi who drew forth the fires of Te Kāhui Maunga (Mountain Clan). These fires were then called on by Whiro, Ngātoroirangi and Tamatea Pōkai Whenua. This is an ancient association for Ngāti Rangi who aspire to reaffirm, formally, Ngāti Rangi whakapapa to Ruapehu and Te Kāhui Maunga. This whakapapa gives Ngāti Rangi mana from and to Ruapehu and Te Kāhui Maunga.
- 5.2. Ngāti Rangi seek, in recognition of their mana motuhake, the restoration of their tino rangatiratanga and kaitiakitanga over their interests within the Tongariro National Park by the provision of redress that includes –
 - 5.2.1. fresh and appropriate arrangements for the ownership and legal status of Tongariro National Park that are consistent with kawa and tikanga and the partnership of Ngāti Rangi and the Crown; and
 - 5.2.2. tangata whenua and the Crown acting in partnership in the governance and integrated management of Tongariro National Park, in accordance with the kawa, tikanga and values of Ngāti Rangi and other tangata whenua; and
 - 5.2.3. raising public awareness and understanding about the establishment of the Tongariro National Park and the contribution and sacrifices of Ngāti Rangi and other tangata whenua; and
 - 5.2.4. appropriate protection and conservation of Tongariro National Park, in keeping with the kawa, tikanga and values of Ngāti Rangi.

TONGARIRO NATIONAL PARK COLLECTIVE IWI NEGOTIATIONS

- 5.3. The terms of negotiation between Ngāti Rangi and the Crown recorded that Ngāti Rangi's comprehensive negotiations would provide cultural redress in relation to the Tongariro National Park. This occurred at a time when Ngāti Rangi's negotiations were to be conducted in parallel with the collective Tongariro National Park negotiations in relation to the current and future arrangements over the Park; however, the Crown now intends to negotiate all cultural redress through the collective negotiations.
- 5.4. The Crown has made an offer to all iwi and hapū with interests in the Tongariro National Park, including Ngāti Rangi, to enter into collective negotiations for the Park.
- 5.5. The Crown and Ngāti Rangi agree that entering into collective negotiations for the Tongariro National Park is a priority.
- 5.6. The Crown and Ngāti Rangi acknowledge that other iwi and hapū have interests in the Tongariro National Park and agree that, should they wish to, those iwi and hapū with interests may actively engage in collective negotiations to provide for arrangements for the benefit of iwi and hapū with interests in the Park. It is envisaged that this will include all iwi and hapū with interests in the Tongariro National Park agreeing upon a process to negotiate collective arrangements for their interests in the Park.
- 5.7. The Crown has committed to enter meaningful collective negotiations for cultural redress over the Tongariro National Park by 8 July 2018.

5: TE KĀHUI MAUNGA: TONGARIRO NATIONAL PARK

- 5.8. The settlement legislation will settle all Ngāti Rangi claims in relation to the Tongariro National Park.
- 5.9. Ngāti Rangi relies on the good faith and honour of the Crown in relation to the future negotiation of arrangements over the Tongariro National Park, which reflect the matters referred to in clause 5.2. The Crown acknowledges that those negotiations can include an exploration of how cultural redress could raise public awareness and understanding about the establishment of the Tongariro National Park and the contribution and sacrifices of Ngāti Rangi and other tangata whenua.

RANGIPŌ NORTH NO. 8 BLOCK

- 5.10. The Crown recognises the importance to Ngāti Rangi of the land in the Tongariro National Park currently known as Rangipō North No. 8 block, as it includes part of the sacred Maunga Ruapehu and the Te Wai-ā-Moe crater lake where Ngāti Rangi interred the bones of their ancestors.
- 5.11. Ngāti Rangi assert that its customary interests in the Rangipō North No. 8 block have not been extinguished and intend to continue to seek recognition of those interests.

6 KO TE POUPOU TE MATAPIHI: CROWN-NGĀTI RANGI RELATIONSHIP

PROTOCOL OR ITS EQUIVALENT

- 6.1. By or on the settlement date, the taonga tūturu protocol or its equivalent must be signed and issued to the governance entity by the responsible Minister.
- 6.2. The taonga tūturu protocol or its equivalent sets out how the Crown will interact with the governance entity with regard to the matters specified in it.
- 6.3. The taonga tūturu protocol or its equivalent will be –
 - 6.3.1. in the form in part 4 of the documents schedule; and
 - 6.3.2. issued under, and subject to, the terms provided by sections 21 to 25 of the draft settlement bill.
- 6.4. A failure by the Crown to comply with the taonga tūturu protocol or its equivalent is not a breach of this deed.

LETTER OF COMMITMENT OR ITS EQUIVALENT

- 6.5. By the settlement date, the Department of Internal Affairs and the Museum of New Zealand Te Papa Tongarewa will enter into a letter of commitment or its equivalent with the governance entity, in the form set out in part 8 of the documents schedule, that focuses on –
 - 6.5.1. the development and implementation of a shared vision and commitments with respect to the restoration and protection of Ngāti Rangitanga and taonga; and
 - 6.5.2. developing a constructive relationship enabling the governance entity to facilitate access to and protect information and taonga associated with Ngāti Rangi; and
 - 6.5.3. any other topics as agreed between the Department of Internal Affairs, the Museum of New Zealand Te Papa Tongarewa and the governance entity.

RELATIONSHIP AND PARTNERSHIP AGREEMENTS

- 6.6. By the settlement date, the governance entity will enter into –
 - 6.6.1. a relationship agreement with the New Zealand Defence Force; and
 - 6.6.2. a partnership agreement with the Minister of Conservation and Director-General; and
 - 6.6.3. a relationship agreement with the Ministry for the Environment.
- 6.7. Each relationship and partnership agreement will be in the form set out in part 5 of the documents schedule.
- 6.8. A failure by the Crown to comply with a relationship or partnership agreement is not a breach of this deed.
- 6.9. To avoid doubt, the relationship agreements referred to in clause 6.6.1 and 6.6.3 are separate to the agreements referred to in clause 9.6.

6: KO TE POUPOU TE MATAPIHI: CROWN-NGĀTI RANGI RELATIONSHIP

LETTER OF RECOGNITION WITH THE MINISTRY FOR PRIMARY INDUSTRIES

- 6.10. Within 30 working days after the settlement date, the Director-General for Primary Industries must write a letter to the governance entity, in the form set out in part 7 of the documents schedule, –
- 6.10.1. acknowledging that the Ministry for Primary Industries recognises Ngāti Rangi as tangata whenua within their area of interest and that they have a special relationship with all species of fish and aquatic life within that area; and
 - 6.10.2. outlining that the Ministry for Primary Industries will consult with the governance entity where the area of interest is directly affected by the development of policies and operational processes led by the Ministry for Primary Industries in the areas of fisheries and aquaculture, agriculture and forestry, and biosecurity; and
 - 6.10.3. outlining how the governance entity –
 - (a) can have input and participation into the Ministry for Primary Industries' fisheries planning processes; and
 - (b) could have input into the development of the Ministry for Primary Industries national fisheries plan for freshwater species; and
 - 6.10.4. outlining any other matters as agreed between the governance entity and the Ministry for Primary Industries.

APPOINTMENT AS AN ADVISORY COMMITTEE TO THE MINISTER FOR PRIMARY INDUSTRIES

- 6.11. By the settlement date, the Minister for Primary Industries must appoint the governance entity as an advisory committee to the Minister for Primary Industries under section 21(1) of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995 in relation to the area of interest.

LETTERS TO LOCAL AUTHORITIES

- 6.12. By the settlement date, the Minister for Treaty of Waitangi Negotiations will write letters, in the form set out in part 9 of the documents schedule, to the chief executive of each of the following local authorities, acknowledging the relationships Ngāti Rangi have with these local authorities –
- 6.12.1. Manawatu-Wanganui Regional Council:
 - 6.12.2. Rangitikei District Council:
 - 6.12.3. Ruapehu District Council:
 - 6.12.4. Taupo District Council:
 - 6.12.5. Waikato Regional Council:
 - 6.12.6. Whanganui District Council.
- 6.13. The purpose of these letters is to raise the profile of Ngāti Rangi with the local authorities listed in clause 6.12. The text of the letters will be agreed between the Ngāti Rangi Trust and the Crown and issued as soon as practicable before the settlement date.

7 KO TE POUPOU TE AO TŪROA: ENVIRONMENT (NATURAL RESOURCES AND CULTURAL REDRESS)

[Note: the final agreed names for the statutory recognition, principles/values, River Entity, and Te Waiū-o-te-Ika catchment document will be included in the signing version of this deed.]

TE WAIŪ-O-TE-IKA

[Statutory recognition] for Te Waiū-o-te-Ika

- 7.1. Nō te kawa ora te ara o Te Waiū-o-te-Ika me ōna tāngata ki te mana o Tawhito-rangi i heke iho i te Punga-o-ngā-rangi, inā:
- 7.1.1. Te Kawa Ora:
- 7.1.2. Te Mouri Ora:
- 7.1.3. Te Manawa Ora:
- 7.1.4. Te Wai Ora:
- 7.1.5. Te Waiū-o-te-Ika.
- 7.2. Te Waiū-o-te-Ika is a living and indivisible whole, comprising physical (including mineral) and metaphysical elements, giving life and healing to its surroundings and communities, from Te Wai-ā-Moe to the sea.

[Principles/values] of Te Waiū-o-te-Ika

- 7.3. The following comprise the intrinsic values that represent the essence of Te Waiū-o-te-Ika, namely –
- 7.3.1. **Ko te Kāhui Maunga te mātāpuna o te ora:** The sacred mountain clan, the source of Te Waiū-o-te-Ika, the source of life.
- Hapū, iwi and all communities draw sustenance and inspiration from Te Waiū-o-te-Ika's source upon Ruapehu extending to all reaches of the catchment.*
- 7.3.2. **He wai-ariki-rangi, he wai-ariki-nuku, tuku iho, tuku iho:** An interconnected whole; a river revered and valued from generation down to generation.
- Hapū, iwi and all communities are united in the best interests of the indivisible Te Waiū-o-te-Ika as a gift to the future prosperity of our mokopuna.*
- 7.3.3. **Ko ngā wai tiehu ki ngā wai riki, tuku iho ki tai hei waiū, hei wai tōtā e:** Living, nurturing waters, providing potency to the land and its people from source to tributary to the ocean.
- Hapū, iwi and all communities benefit physically, spiritually, culturally and economically where water and its inherent life supporting capacity is valued and enhanced.*

7: KO TE POUPOU TE AO TŪROA: ENVIRONMENT (NATURAL RESOURCES AND CULTURAL REDRESS)

- 7.3.4. **Kia hua mai ngā kōrero o ngā wai, kia hua mai te wai ora e:** The latent potential of Te Waiū-o-te-Ika, the latent potential of its hapū and iwi.

Uplifting the mana of Te Waiū-o-te-Ika in turn uplifts the mana of its hapū and iwi leading to prosperity and growth for hapū and iwi.

Legal effect of Te Waiū-o-te-Ika framework

- 7.4. Any person exercising the functions, duties or powers referred to in clause 7.5 must recognise and provide for Te Waiū-o-te-Ika framework.

- 7.5. The functions, duties or powers are –

- 7.5.1. those under the following statutes:

- (a) Local Government Act 1974:
- (b) Local Government Act 2002:
- (c) National Parks Act 1980:
- (d) New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008:
- (e) Reserves Act 1977:
- (f) Resource Management Act 1991 (in relation to preparing, varying, changing or approving a regional policy statement, regional plan, or district plan); and

- 7.5.2. functions, duties or powers exercised by –

- (a) local authorities under the Biosecurity Act 1993; and
- (b) the Minister of Conservation and Director-General under the Conservation Act 1987; and
- (c) the New Zealand Fish and Game Council under the Conservation Act 1987 in relation to freshwater management and freshwater fisheries management; and
- (d) the New Zealand Walking Access Commission under the Walking Access Act 2008; and

- 7.5.3. functions, duties or powers under –

- (a) the Marine Mammals Protection Act 1978 in relation to the declaration of a marine mammal sanctuary and the approval of a population management plan; and
- (b) the Marine Reserves Act 1971 in relation to establishing a marine reserve.

7: KO TE POUPOU TE AO TŪROA: ENVIRONMENT (NATURAL RESOURCES AND CULTURAL REDRESS)

- 7.6. Any person exercising functions, duties or powers under the following statutes must have particular regard to Te Waiū-o-te-Ika framework –
- 7.6.1. Fisheries Act 1996:
 - 7.6.2. Heritage New Zealand Pouhere Taonga Act 2014:
 - 7.6.3. Resource Management Act 1991 (to the extent that it is not within clause 7.5.1(f)).
- 7.7. The joint committee of local authorities that make up the Civil Defence Emergency Management Group for the Manawatu-Wanganui Region must have regard to Te Waiū-o-te-Ika framework when developing, reviewing or approving a civil defence emergency management group plan under the Civil Defence Emergency Management Act 2002.
- 7.8. Where the exercise of any functions, duties or powers referred to in clauses 7.4 to 7.7 is the subject of a written report, decision or document, that report, decision or document must include a statement recording how clauses 7.4 to 7.7 have been complied with.
- 7.9. The obligations under clauses 7.4 to 7.7 apply –
- 7.9.1. where the exercise of those functions, duties or powers relate to Te Waiū-o-te-Ika or relate to activities within Te Waiū-o-te-Ika catchment that affect Te Waiū-o-te-Ika; and
 - 7.9.2. to the extent that the Te Waiū-o-te-Ika framework relates to the function, duty or power being exercised; and
 - 7.9.3. in a manner that is consistent with the purpose and any principles of the legislation under which the function, duty or power is being exercised.

Public Works Act 1981

- 7.10. In clause 7.11, **relevant entity** means the following post settlement governance entities, acting in relation to Te Waiū-o-te-Ika or Te Waiū-o-te-Ika catchment –
- 7.10.1. the governance entity:
 - 7.10.2. Te Kotahitanga o Ngāti Tūwharetoa Trust:
 - 7.10.3. Te Rūnanga o Ngā Wairiki Ngāti Apa; and
 - 7.10.4. any post settlement governance entities approved by the Crown for the purposes of receiving redress in the settlement of the historical Treaty of Waitangi claims represented by each of the following organisations –
 - (a) a Mōkai Pātea mandated entity:
 - (b) Uenuku Charitable Trust:
 - (c) Whanganui Lands Settlement Negotiations Trust.

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7.11. The Crown agrees to give appropriate recognition under the Public Works Act 1981 to Te Waiū-o-te-Ika framework, by providing that in relation to a –

7.11.1. proposed acquisition under that Act of land that includes or adjoins the beds of Te Waiū-o-te-Ika, a Crown acquiring agency must –

- (a) seek the views of the [River Entity] prior to the acquisition of any such land; and
- (b) convey those views to the Minister for Land Information prior to any action being taken under sections 17 or 23 of that Act; and

7.11.2. proposed disposal under that Act, –

- (a) any notice under the RFR must identify whether any of the land includes or adjoins the beds of Te Waiū-o-te-Ika; and
- (b) when land, being former Māori land including or adjoining the beds of Te Waiū-o-te-Ika, is to be offered back to former owners under that Act, and the Crown's records indicate that a former owner is a member of Ngā Iwi o Te Waiū-o-te-Ika, a Crown disposing agency must –
 - (i) give notice to the relevant entity of this intention; and
 - (ii) seek advice from the relevant entity as to whether all former owners or successors have been identified; and
 - (iii) seek and convey the views of the potential offerees to the chief executive of LINZ prior to the chief executive deciding whether to exercise his or her discretion under section 41 of that Act to effect an offer for sale of former Māori land; and
 - (iv) advise the relevant entity when the offer back has been made; and
 - (v) advise the relevant entity whether the offer has been accepted or declined.

7.12. LINZ will –

7.12.1. ensure its standards and guidelines require Crown agencies to meet the obligations set out in clauses 7.11.1 and 7.11.2(b); and

7.12.2. consult with the [River Entity] on any changes to its standards and guidelines relevant to the matters set out in clause 7.11.

Statement of general relevance

7.13. In addition to the legal effect set out in clauses 7.4 to 7.12, the settlement legislation will provide that persons exercising statutory functions, powers and duties that relate to Te Waiū-o-te-Ika or to activities in Te Waiū-o-te-Ika catchment affecting Te Waiū-o-te-Ika may, in their discretion, consider the Te Waiū-o-te-Ika framework as a relevant consideration.

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TE PUNGA O TE WAIŪ-O-TE-IKA

7.14. In clauses 7.15 to 7.19,–

7.14.1. **relevant Minister** means the Minister for the Environment, the Minister of Conservation, or the Minister for Primary Industries (as the case may be), to the extent that the issue raised under clause 7.17 relates to the responsibilities of that Minister; and

7.14.2. **Te Punga** means the individual appointed by the relevant representative iwi organisations of Ngā Iwi o Te Waiū-o-te-Ika under clause 7.15 to interact with relevant Ministers on behalf of Ngā Iwi o Te Waiū-o-te-Ika.

Te Punga

7.15. The Crown acknowledges that for the purposes of clauses 7.16 to 7.19, the relevant representative iwi organisations of Ngā Iwi o Te Waiū-o-te-Ika will appoint and meet all costs of Te Punga.

7.16. The purpose of Te Punga is to advocate for Te Waiū-o-te-Ika and to provide for a direct relationship between Ngā Iwi o Te Waiū-o-te-Ika and relevant Ministers of the Crown so that issues of a nature referred to in clause 7.17 can be elevated and discussed.

7.17. Te Punga may raise with a relevant Minister issues relating to clauses 7.1 to 7.120 where –

7.17.1. those issues relate to –

- (a) systemic failure in the implementation of Te Waiū-o-te-Ika framework; or
- (b) an imminent and irreversible threat to the health and wellbeing of Te Waiū-o-te-Ika; and

7.17.2. the relevant representative iwi organisations of Ngā Iwi o Te Waiū-o-te-Ika have first used best endeavours to resolve those issues through all other means, including the mechanisms put in place by the settlement legislation.

7.18. If an issue is raised in accordance with clause 7.17, the relevant Minister will use best endeavours to respond to that issue including, where appropriate, through one or more of the following –

7.18.1. written correspondence; or

7.18.2. meeting with Te Punga; or

7.18.3. facilitating engagement with or responses from Crown agencies or other parties.

7.19. The parties acknowledge that the relevant Minister is only able to –

7.19.1. act within the scope of his or her ministerial functions; and

7.19.2. respond under clause 7.18 to the extent doing so would be lawful and consistent with any legislation under which the Minister is required to act.

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Iwi standing

- 7.20. For the purposes of the Resource Management Act 1991, the relevant representative iwi organisations of Ngā Iwi o Te Waiū-o-te-Ika are –
- 7.20.1. to be treated as –
- (a) an iwi authority; and
 - (b) a public authority; and
- 7.20.2. entitled to –
- (a) lodge a submission on any matter relating to or affecting Te Waiū-o-te-Ika where there is a submission process in relation to that matter; and
 - (b) be heard on any matter relating to or affecting Te Waiū-o-te-Ika where a hearing, proceeding, or inquiry is to be held in relation to that matter; and
- 7.20.3. recognised as having an interest in Te Waiū-o-te-Ika greater than, and separate from, any interest in common with the public generally.
- 7.21. In relation to decisions of the Director-General or Minister of Conservation under the Conservation Act 1987, the relevant representative iwi organisations of Ngā Iwi o Te Waiū-o-te-Ika are entitled to be –
- 7.21.1. consulted and make submissions consistent with section 4 of that Act where the Act requires consultation or a public submission process in relation to any matter relating to or affecting Te Waiū-o-te-Ika; and
- 7.21.2. heard on any matter relating to or affecting Te Waiū-o-te-Ika where a hearing, proceeding, or inquiry is to be held in relation to that matter.
- 7.22. Clauses 7.20 and 7.21 do not provide the relevant representative iwi organisations of Ngā Iwi o Te Waiū-o-te-Ika with a right to be consulted or notified (including limited notification under the Resource Management Act 1991) if they would not otherwise have that right.
- 7.23. If a decision-maker under the Resource Management Act 1991 or the Director-General or Minister of Conservation under the Conservation Act 1987 has a discretion to consult or notify the relevant representative iwi organisations of Ngā Iwi o Te Waiū-o-te-Ika, –
- 7.23.1. that discretion continues despite clauses 7.20 and 7.21; but
- 7.23.2. the decision-maker under the Resource Management Act 1991 must have regard to the recognition acknowledged in clause 7.20.3; and
- 7.23.3. the decision-maker under the Conservation Act 1987 must have regard to the status of the relevant representative iwi organisations of Ngā Iwi o Te Waiū-o-te-Ika as acknowledged in clause 7.21.
- 7.24. In clause 7.25, **procedural requirement** means a requirement –
- 7.24.1. to lodge a submission or file a notice of intention to appear or be heard; or

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- 7.24.2. as to the timing, form, nature of service, or other procedure applying when a submission is lodged or a notice of intention to appear or be heard is filed; but
- 7.24.3. does not include a substantive requirement.

7.25. Clauses 7.20 and 7.21 do not—

- 7.25.1. limit or remove any procedural requirements applying to the relevant representative iwi organisations of Ngā Iwi o Te Waiū-o-te-Ika in relation to lodging submissions or giving notice of an intention to be heard; or
- 7.25.2. prevent any other person, including any hapū or iwi with interests in Te Waiū-o-te-Ika, from being recognised as an interested person on matters relating to, or affecting Te Waiū-o-te-Ika; or
- 7.25.3. recognise mana whenua in relation to the whole or any part of Te Waiū-o-te-Ika or Te Waiū-o-te-Ika catchment; or
- 7.25.4. bind, compromise, advantage, or disadvantage any other person; or
- 7.25.5. provide a precedent for any other matter.

[RIVER ENTITY]

Establishment of [River Entity]

7.26. A statutory body will be established called [River Entity].

Purpose of [River Entity]

7.27. The purpose of the [River Entity] will be to –

- 7.27.1. provide strategic leadership on how to –
 - (a) promote the [statutory recognition]; and
 - (b) advance the health and wellbeing of Te Waiū-o-te-Ika catchment; and
 - (c) advance the integrated and co-ordinated management of Te Waiū-o-te-Ika catchment; and
- 7.27.2. give expression to the relationship of Ngā Iwi o Te Waiū-o-te-Ika and their kawa, tikanga and ritenga with Te Waiū-o-te-Ika catchment.

Functions of [River Entity]

7.28. The functions of the [River Entity] will be to achieve its purpose, including to –

- 7.28.1. prepare and approve the [Te Waiū-o-te-Ika catchment document]; and
- 7.28.2. promote and support the integrated or co-ordinated management of Te Waiū-o-te-Ika catchment; and
- 7.28.3. engage with and provide advice to –

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- (a) local authorities on statutory and non-statutory processes and other matters that affect Te Waiū-o-te-Ika catchment, including under the Resource Management Act 1991; and
 - (b) Crown agencies that exercise functions in relation to Te Waiū-o-te-Ika catchment; and
 - (c) any other entities or persons with an interest in Te Waiū-o-te-Ika; and
- 7.28.4. monitor the extent to which the purpose of the [River Entity] and the [statutory recognition] are being achieved; and
- 7.28.5. monitor the implementation and effectiveness of the [Te Waiū-o-te-Ika catchment document]; and
- 7.28.6. report to each of the appointers, and any of the representative iwi organisations of Ngā Iwi o Te Waiū-o-te-Ika which are not appointers, on the implementation and effectiveness of the [Te Waiū-o-te-Ika catchment document]; and
- 7.28.7. gather and disseminate information, and hold meetings on matters related to the health and wellbeing of Te Waiū-o-te-Ika catchment; and
- 7.28.8. maintain a register in relation to the appointment of hearing commissioners; and
- 7.28.9. perform any functions that may be delegated to it, including by a local authority; and
- 7.28.10. take any other action reasonably necessary to achieve its purpose or perform its functions.
- 7.29. In exercising its functions, the [River Entity] must –
 - 7.29.1. give expression to Te Waiū-o-te-Ika framework; and
 - 7.29.2. operate in a collaborative manner both as the [River Entity] and with other parties.
- 7.30. Except as provided for in clause 7.28.1, the [River Entity] will have discretion to determine in any particular circumstances –
 - 7.30.1. whether to exercise any function; and
 - 7.30.2. how, and to what extent, any function will be exercised.

Capacity and powers

- 7.31. The [River Entity] has full capacity and the necessary powers to exercise its functions.

Membership of [River Entity]

- 7.32. The [River Entity] will be comprised of –

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7.32.1. 1 member appointed by each of the following –

- (a) the governance entity:
- (b) Te Rūnanga o Ngā Wairiki Ngāti Apa[:
- (c) Mōkai Pātea]; and

7.32.2. 1 member appointed by –

- (a) the Uenuku Charitable Trust; or
- (b) any governance entity approved by the Crown for the purposes of receiving redress in the settlement of the historical Treaty of Waitangi claims represented by the Uenuku Charitable Trust; and

7.32.3. 1 member appointed by –

- (a) the Whanganui Lands Settlement Negotiations Trust; or
- (b) any governance entity approved by the Crown for the purposes of receiving redress in the settlement of the historical Treaty of Waitangi claims represented by the Whanganui Lands Settlement Negotiations Trust; and

7.32.4. [2] members appointed by Manawatu-Wanganui Regional Council; and

7.32.5. 1 member appointed by each of the following local authorities –

- (a) Rangitikei District Council:
- (b) Ruapehu District Council:
- (c) Whanganui District Council.

[Note: Mōkai Pātea are yet to confirm whether to have a seat on the [River Entity] at clause 7.32.1(c), or be able to attend meetings of the [River Entity] and input into sections of the [Te Waiū-o-te-Ika catchment document] (clauses 7.37 to 7.39). Their agreement will be sought post-initialling and one of the above options will be removed.]

7.33. Members of the [River Entity] –

7.33.1. are appointed for a term of three years, unless the member resigns or is removed by the relevant appointer during that term; and

7.33.2. may be reappointed or removed by, and at the sole discretion of, the relevant appointer; and

7.33.3. must act in a manner that promotes the effective exercise of the functions of the [River Entity]; and

7.33.4. are not, by virtue of that membership, members of a local authority.

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- 7.34. Appointers must use their best endeavours to appoint members within 40 working days after –
- 7.34.1. the settlement date; or
 - 7.34.2. the commencement of any subsequent term.
- 7.35. In appointing members to the [River Entity], appointers must –
- 7.35.1. be satisfied that the person has the mana, skills, knowledge or experience to –
 - (a) participate effectively in the [River Entity]; and
 - (b) contribute to the achievement of the purpose of the [River Entity]; and
 - 7.35.2. have regard to any members already appointed to the [River Entity] to ensure that the membership reflects a balanced mix of skills, knowledge and experience so that the [River Entity] may best achieve its purpose.
- 7.36. Where there is a vacancy on the [River Entity] –
- 7.36.1. the relevant appointer will fill that vacancy for the remainder of the relevant term as soon as is reasonably practicable; and
 - 7.36.2. any such vacancy will not prevent or constrain the [River Entity] from continuing to discharge its functions.
- 7.37. The [River Entity] may, at its discretion and to assist in the exercise of its functions, seek advice or guidance from, or invite to their meetings –
- 7.37.1. a representative of Ngāti Tūwharetoa in respect of matters that are relevant to the interests of Ngāti Tūwharetoa in Te Waiū-o-te-Ika catchment[; and
 - 7.37.2. a representative of Mōkai Pātea in respect of matters that are relevant to the interests of Mōkai Pātea in Te Waiū-o-te-Ika catchment].
- 7.38. Notwithstanding clause 7.37, a representative of Ngāti Tūwharetoa [and a representative of Mōkai Pātea] may, at any time, attend the [River Entity]'s meetings, but will not vote at such meetings. The standing orders for the [River Entity] will set out how the [River Entity] will engage with Ngāti Tūwharetoa [and Mōkai Pātea] in a way that supports Ngāti Tūwharetoa [and Mōkai Pātea] involvement.
- 7.39. The parties acknowledge and agree that –
- 7.39.1. Te Kotahitanga o Ngāti Tūwharetoa Trust –
 - (a) will have the opportunity to input into sections of the [Te Waiū-o-te-Ika catchment document] which are relevant to the interests Ngāti Tūwharetoa has in Te Waiū-o-te-Ika catchment; and
 - (b) shall have the discretion to request and prepare dedicated sections in the [Te Waiū-o-te-Ika catchment document] (in consultation with the [River Entity]) reflecting the relationship and traditions Ngāti Tūwharetoa has in respect of Te Waiū-o-te-Ika catchment[; and

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7.39.2. the Mōkai Pātea mandated entity –

- (a) will have the opportunity to input into sections of the [Te Waiū-o-te-Ika catchment document] which are relevant to the interests Mōkai Pātea has in Te Waiū-o-te-Ika catchment; and
- (b) shall have the discretion to request and prepare dedicated sections in the [Te Waiū-o-te-Ika catchment document] (in consultation with the [River Entity]) reflecting the relationship and traditions Mōkai Pātea has in respect of Te Waiū-o-te-Ika catchment].

[Note: Mōkai Pātea are yet to confirm whether to have a seat on the [River Entity] at clause 7.32.1(c), or be able to attend meetings of the [River Entity] and input into sections of the [Te Waiū-o-te-Ika catchment document] (clauses 7.37 to 7.39). Their agreement will be sought post-initialling and one of the above options will be removed.]

Chair and deputy chair

7.40. At its first meeting of each term the [River Entity] will appoint –

7.40.1. one member as chair; and

7.40.2. one member as deputy chair.

7.41. The chair and deputy chair –

7.41.1. will be appointed for the same three year term as other members unless the chair or deputy chair resigns or is removed during that term; and

7.41.2. may be reappointed.

7.42. The role of the deputy chair will be to act on behalf of the chair if the chair is absent from any meeting of the [River Entity].

7.43. If the chair or the deputy chair are absent from three consecutive meetings of the [River Entity], then unless the [River Entity] decides otherwise, the chair or deputy chair (as the case may be) will be removed from that position.

Other participation and technical support from central government

7.44. The [River Entity] may invite other persons and organisations (including government departments and other agencies) to participate in meetings and contribute to the work of the [River Entity], including independent technical support.

7.45. The Department of Conservation, Ministry for Primary Industries and the Ministry for the Environment will –

7.45.1. provide advice or information to the [River Entity] on a basis to be agreed between each agency and the [River Entity]; and

7.45.2. make officials available to attend –

- (a) meetings of the [River Entity] on a basis to be agreed between each agency and the [River Entity]; and

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- (b) a biennial hui/meeting if convened by the [River Entity] to discuss matters relevant to Te Waiū-o-te-Ika.

Committees

- 7.46. The [River Entity] may appoint committees in order to address particular issues in relation to the exercise of its functions.

Relevant local government legislation

- 7.47. Subject to clauses 7.48 to 7.51, the [River Entity] will act in accordance with the Local Government Act 2002 (including Schedule 7 of that Act), the Local Government Official Information and Meetings Act 1987 and other relevant local government legislation.

- 7.48. To the extent that they are relevant to the purpose and functions of the [River Entity], the provisions of the following Acts apply to the [River Entity], with the necessary modifications, unless otherwise provided in this deed –

7.48.1. Local Government Act 2002 (including Schedule 7 of that Act):

7.48.2. Local Government Act 1974:

7.48.3. Local Government Official Information and Meetings Act 1987:

7.48.4. Local Authorities (Members' Interests) Act 1968.

- 7.49. To avoid doubt, the application of the Local Government Official Information and Meetings Act 1987 to the [River Entity] does not have the effect of requiring information held by an iwi appointer to be made available under that Act.

- 7.50. Clause 7.49 applies unless information has been provided by the iwi appointer to the [River Entity] for the purpose of the [River Entity] carrying out its functions, in which case the Local Government Official Information and Meetings Act 1987 will apply according to its terms.

- 7.51. The application of Schedule 7 of the Local Government Act 2002 will be modified as follows –

7.51.1. clause 31(1) of Schedule 7 of the Local Government Act 2002 applies only to members of the [River Entity] appointed by the local authorities:

7.51.2. clauses 23(3)(b), 24, 26(1), (3) and (4), 27, 30(2), (3), (5), and (7), and 31(2), (4) and (6) of Schedule 7 of the Local Government Act 2002 do not apply to the [River Entity]:

7.51.3. clauses 19, 20, and 22 of Schedule 7 of the Local Government Act 2002 apply to the [River Entity] subject to –

- (a) the references to a local authority being read as references to the [River Entity]; and
- (b) the reference in clause 19(5) to the chief executive being read as a reference to the chair of the [River Entity]; and

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7.51.4. to the extent that the rest of Schedule 7 of the Local Government Act 2002 is applicable, it applies to the [River Entity] subject to all references to –

- (a) a local authority being read as references to the [River Entity]; and
- (b) a member of a committee of a local authority being read as references to the persons appointed by the appointers to the [River Entity].

Procedures

7.52. The [River Entity] will adopt a set of procedures that appropriately reflect the following –

- 7.52.1. the purpose and functions of the [River Entity];
- 7.52.2. the principle of consensus decision-making;
- 7.52.3. the range of interests represented on the [River Entity];
- 7.52.4. kawa, tikanga and ritenga of Ngā Iwi o Te Waiū-o-te-Ika.

7.53. The procedures for the [River Entity] –

- 7.53.1. will apply from the commencement of the first meeting of the [River Entity]; and
- 7.53.2. may be amended from time to time by the [River Entity].

Meetings and decision-making

7.54. The [River Entity] must –

- 7.54.1. at its first meeting of each year of a term agree a schedule of meetings for that year that will allow the [River Entity] to achieve its purpose and exercise its functions; and
- 7.54.2. review that meeting schedule on a regular basis to ensure it is sufficient to allow the [River Entity] to achieve its purpose and exercise its functions.

7.55. Meetings may be in person or by other means as determined by the [River Entity].

7.56. The quorum for a meeting of the [River Entity] is not less than 50% of the members including either the chair or the deputy chair and not less than two members appointed by the local authorities and two members appointed by Ngā Iwi o Te Waiū-o-te-Ika.

7.57. Decisions must be made at a meeting of the [River Entity], or by other means agreed by the [River Entity].

7.58. When making a decision –

- 7.58.1. members of the [River Entity] must strive to achieve consensus; but
- 7.58.2. if, in the opinion of the chair, consensus is not practicable after reasonable discussion, a decision of the [River Entity] may be made by a minimum of 75% majority of those members present and voting at a meeting provided that half of the members present were appointed by Ngā Iwi o Te Waiū-o-te-Ika and half were appointed by the local authorities.

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- 7.59. The chair and deputy chair of the [River Entity] may vote on any matter but do not have a casting vote.
- 7.60. The members of the [River Entity] must approach decision-making –
- 7.60.1. in a manner that –
- (a) is consistent with the purpose and collaborative nature of the [River Entity]; and
- (b) promotes consensus decision-making; and
- 7.60.2. for no other purpose.

Conflict of Interest

- 7.61. Members of the [River Entity] who are also members of a local authority are not –
- 7.61.1. disqualified from participating in any decision-making by the local authority by virtue of being a member or participating in the making of a decision of the [River Entity]; or
- 7.61.2. bound to consult with or seek direction from the local authority.
- 7.62. A member of the [River Entity] is not precluded by the Local Authorities (Members' Interests) Act 1968 from discussing or voting on a matter merely because –
- 7.62.1. the member is also a member of a local authority; or
- 7.62.2. the member is a member of a relevant iwi or hapū; and
- 7.62.3. the economic, social, cultural, and spiritual values of any iwi or hapū and their relationships with the [River Entity] are advanced by or reflected in –
- (a) the subject matter under consideration; or
- (b) any decision by or recommendation of the [River Entity]; or
- (c) participation in the matter by the member.

No liability

- 7.63. The members of the [River Entity] will not be personally liable in their capacity as a member of the [River Entity], provided they have acted lawfully, in accordance with their statutory mandate and in good faith.

Administrative and technical support from local government

- 7.64. The administrative support for the [River Entity] will be provided by Manawatu-Wanganui Regional Council.
- 7.65. That administrative support will include the provision of those services required for the [River Entity] to carry out its functions, including under the settlement legislation, the Local Government Act 2002, or any other Act that applies to the conduct of the [River Entity].

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- 7.66. Manawatu-Wanganui Regional Council must provide technical support to the [River Entity] from existing work programmes, and must endeavour to accommodate unbudgeted resource requests from the [River Entity] where possible.
- 7.67. The members of the [River Entity] may be supported at any meeting by technical advisers.

Status of the [River Entity]

- 7.68. The [River Entity] is deemed to be a joint committee (within the meaning of clause 30(1)(b) of Schedule 7 of the Local Government Act 2002) of the following local authorities –
- 7.68.1. Manawatu-Wanganui Regional Council:
 - 7.68.2. Rangitikei District Council:
 - 7.68.3. Ruapehu District Council:
 - 7.68.4. Whanganui District Council.
- 7.69. Despite Schedule 7 of the Local Government Act 2002, the [River Entity] –
- 7.69.1. will be a permanent joint committee; and
 - 7.69.2. must not be discharged unless all of the appointing organisations agree to the discharge.

Crown contribution to costs

- 7.70. The parties have agreed that the amount of \$400,000 will be paid by the Crown to Manawatu-Wanganui Regional Council as a contribution towards the costs of establishing the [River Entity] and developing the [Te Waiū-o-te-Ika catchment document].
- 7.71. That contribution, together with any other cash funds that may be provided to the [River Entity] from time to time, will be held separately in an interest bearing account (or accounts).
- 7.72. The Crown contribution will be expended by Manawatu-Wanganui Regional Council –
- 7.72.1. only for the purposes specified in clause 7.70; and
 - 7.72.2. at the direction of the [River Entity].
- 7.73. Any other funds held that may be provided to the [River Entity] from time to time will be expended by Manawatu-Wanganui Regional Council at the direction of the [River Entity].
- 7.74. Unless otherwise agreed, members will not receive payment or reimbursement in relation to their participation in the [River Entity].

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[TE WAIŪ-O-TE-IKA CATCHMENT DOCUMENT]

7.75. The [River Entity] will prepare and approve the [Te Waiū-o-te-Ika catchment document].

Purpose of [Te Waiū-o-te-Ika catchment document]

7.76. The purpose of the [Te Waiū-o-te-Ika catchment document] will be to provide –

7.76.1. strategic leadership on how to –

- (a) promote the [statutory recognition]; and
- (b) advance the health and wellbeing of Te Waiū-o-te-Ika catchment; and
- (c) advance the integrated and co-ordinated management of Te Waiū-o-te-Ika catchment; and

7.76.2. guidance on how to give expression to the relationship of Ngā Iwi o Te Waiū-o-te-Ika and their kawa, tikanga and ritenga with Te Waiū-o-te-Ika catchment.

Contents of [Te Waiū-o-te-Ika catchment document]

7.77. The [Te Waiū-o-te-Ika catchment document] –

- 7.77.1. will identify a vision, values, issues, and desired outcomes relating to Te Waiū-o-te-Ika catchment; and
- 7.77.2. will provide guidance for decision-makers where decisions are being made in relation to Te Waiū-o-te-Ika catchment; and
- 7.77.3. will provide a strategy and recommended actions, which may be articulated using objectives, policies and non-regulatory methods, to address those matters; and
- 7.77.4. may include other content that the [River Entity] considers necessary to achieve the purpose of the document; but
- 7.77.5. must not contain rules or regulatory methods.

Legal effect of [Te Waiū-o-te-Ika catchment document]

- 7.78. In preparing, varying, changing or approving a regional policy statement, regional plan, or district plan that relates to Te Waiū-o-te-Ika catchment, a local authority will be required to recognise and provide for the [Te Waiū-o-te-Ika catchment document].
- 7.79. In complying with clause 7.78, the local authority may, in its discretion, incorporate the whole or any part of the [Te Waiū-o-te-Ika catchment document] in a regional policy statement, regional plan or district plan, provided it follows the appropriate process under Schedule 1 of the Resource Management Act 1991.
- 7.80. When making decisions on resource consents under the Resource Management Act 1991 that relate to Te Waiū-o-te-Ika, or an activity in Te Waiū-o-te-Ika catchment that affects Te Waiū-o-te-Ika, a consent authority must have particular regard to the [Te Waiū-o-te-Ika catchment document].

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- 7.81. When making decisions under the Local Government Act 2002, a local authority must have particular regard to the [Te Waiū-o-te-Ika catchment document].
- 7.82. When approving a conservation management strategy that covers Te Waiū-o-te-Ika catchment, the New Zealand Conservation Authority must have particular regard to the [Te Waiū-o-te-Ika catchment document].
- 7.83. When preparing and approving the reserve management plan for reserve sites to be administered by Te Pae Ao, the decision-makers must have particular regard to the [Te Waiū-o-te-Ika catchment document].
- 7.84. When preparing or approving a regional pest management plan for the region under the Biosecurity Act 1993, Manawatu-Wanganui Regional Council must have particular regard to the [Te Waiū-o-te-Ika catchment document].
- 7.85. When making decisions relating to sustainability under the Fisheries Act 1996, decision-makers must have particular regard to the [Te Waiū-o-te-Ika catchment document].
- 7.86. Where the exercise of any functions, duties or powers referred to in clauses 7.78 to 7.85 is the subject of a written report, decision or document, that report, decision or document must include a statement recording how clauses 7.78 to 7.85 have been complied with.
- 7.87. The obligations under clauses 7.78 to 7.85 apply –
- 7.87.1. where the exercise of those functions, duties or powers relate to Te Waiū-o-te-Ika, or relate to activities within Te Waiū-o-te-Ika catchment that affect Te Waiū-o-te-Ika; and
 - 7.87.2. to the extent that the [Te Waiū-o-te-Ika catchment document] relate to the function, duty or power being exercised; and
 - 7.87.3. in a manner that is consistent with the purpose and any principles of the legislation under which the function, duty or power is being exercised.

Preparation of draft [Te Waiū-o-te-Ika catchment document]

- 7.88. The [River Entity] must, not later than six months after the settlement date, commence preparation of a draft [Te Waiū-o-te-Ika catchment document].

Notification and submissions on draft [Te Waiū-o-te-Ika catchment document]

- 7.89. When the [River Entity] has prepared the draft [Te Waiū-o-te-Ika catchment document], but not later than 18 months after the settlement date, the [River Entity] –
- 7.89.1. must notify the draft [Te Waiū-o-te-Ika catchment document] by giving public notice; and
 - 7.89.2. may take such other steps considered appropriate to engage with interested persons and to promote awareness of and feedback on the draft [Te Waiū-o-te-Ika catchment document]; and
 - 7.89.3. must ensure that the draft [Te Waiū-o-te-Ika catchment document] and any other document that the [River Entity] considers relevant are available for public inspection.

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7.90. The public notice must state that –

- 7.90.1. the draft [Te Waiū-o-te-Ika catchment document] is available for inspection at the places and times specified in the notice; and
- 7.90.2. persons or organisations may lodge submissions or other feedback on the draft [Te Waiū-o-te-Ika catchment document] –
 - (a) with the [River Entity]; and
 - (b) at the place specified in the notice; and
 - (c) before the date specified in the notice.

7.91. The date for lodging submissions specified in the notice under clause 7.90.2 must be at least 20 business days after the date of the publication of the notice of the draft [Te Waiū-o-te-Ika catchment document].

7.92. Any person or organisation may make a written or electronic submission on the draft [Te Waiū-o-te-Ika catchment document] in the manner described in the public notice.

Submissions on and approval of the [Te Waiū-o-te-Ika catchment document]

7.93. The [River Entity] must consider any submissions or feedback on the draft [Te Waiū-o-te-Ika catchment document] to the extent that they are consistent with the purpose of the [Te Waiū-o-te-Ika catchment document].

7.94. The [River Entity] may, in its discretion, hold a hearing and invite the following people to be heard at a time and place specified by the [River Entity] –

- 7.94.1. any person or organisation that has provided a submission or feedback on the draft [Te Waiū-o-te-Ika catchment document]; or
- 7.94.2. any other person or organisation that the [River Entity] considers appropriate.

7.95. The [River Entity] may, in its discretion, adopt any other means that it considers appropriate to engage with and seek feedback from any person or organisation on the draft [Te Waiū-o-te-Ika catchment document].

7.96. The [River Entity] must –

- 7.96.1. keep a record of any submissions and feedback received on, and any meetings or discussions in relation to, the draft [Te Waiū-o-te-Ika catchment document]; and
- 7.96.2. make that record available to any person on request.

7.97. The [River Entity] may amend the draft [Te Waiū-o-te-Ika catchment document] to reflect –

- 7.97.1. any matters raised through submissions or feedback; and
- 7.97.2. any other matters that have arisen since the notification of the draft [Te Waiū-o-te-Ika catchment document].

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- 7.98. The [River Entity] must prepare a report that summarises the reasons for the changes to the document made in accordance with clause 7.97.
- 7.99. The [River Entity] must then approve [Te Waiū-o-te-Ika catchment document].
- 7.100. Approval of the [Te Waiū-o-te-Ika catchment document] shall occur no later than 12 months after the date of the publication of the notice of the draft [Te Waiū-o-te-Ika catchment document].
- 7.101. The [River Entity] –
- 7.101.1. must notify the approved [Te Waiū-o-te-Ika catchment document] by giving public notice; and
 - 7.101.2. may notify the approved [Te Waiū-o-te-Ika catchment document] by any other means that the [River Entity] considers appropriate.
- 7.102. The public notice must –
- 7.102.1. include details of where the approved [Te Waiū-o-te-Ika catchment document] may be viewed or obtained; and
 - 7.102.2. state when the [Te Waiū-o-te-Ika catchment document] comes into force, which shall be no later than 1 month after the date the [Te Waiū-o-te-Ika catchment document] is approved; and
 - 7.102.3. state where the summary report required by clause 7.98 may be viewed or obtained.
- 7.103. The [Te Waiū-o-te-Ika catchment document] –
- 7.103.1. must be available for public inspection at the local offices of the relevant local authorities and appropriate agencies; and
 - 7.103.2. comes into force on the date specified in the public notice.

Review and amendment of [Te Waiū-o-te-Ika catchment document]

- 7.104. The [River Entity] must commence a review of [Te Waiū-o-te-Ika catchment document] not later than 10 years after the –
- 7.104.1. approval of the first [Te Waiū-o-te-Ika catchment document]; and
 - 7.104.2. completion of any previous review.
- 7.105. The [River Entity] may commence a review of all or part of the [Te Waiū-o-te-Ika catchment document] at any other time.
- 7.106. If, as a result of a review, [the River Entity] considers that [Te Waiū-o-te-Ika catchment document] should be amended in a material manner, the amendment must be prepared and approved in accordance with clauses 7.89 to 7.103.
- 7.107. If the [River Entity] considers that the [Te Waiū-o-te-Ika catchment document] should be amended in a manner that is of minor effect, the amendment may be approved under clause 7.99, and the [River Entity] must comply with clause 7.101.

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7.108. In order to comply with the obligation under clause 7.81, following the first or any subsequent approval of the [Te Waiū-o-te-Ika catchment document], a local authority may in its discretion, but is not required to, commence a review of a regional policy statement, regional plan or district plan.

REGISTER OF HEARING COMMISSIONERS

7.109. In clauses 7.110 to 7.120, –

7.109.1. **Te Waiū-o-te-Ika catchment register** means the register of accredited hearing commissioners that will be developed under clause 7.110 and maintained under clause 7.111, for certain applications for resource consent relating to Te Waiū-o-te-Ika or activities in Te Waiū-o-te-Ika catchment; and

7.109.2. **relevant authority** means –

- (a) a Minister appointing a Board of Inquiry under Part 6AA of the Resource Management Act 1991; or
- (b) a local authority appointing a hearing panel for the purposes of Part 6 of the Resource Management Act 1991.

7.110. Te Waiū-o-te-Ika catchment register will be developed in consultation with the representative iwi organisations of Ngā Iwi o Te Waiū-o-te-Ika and agreed by –

7.110.1. the [River Entity];

7.110.2. relevant government departments and agencies; and

7.110.3. relevant local authorities.

7.111. The [River Entity] will maintain Te Waiū-o-te-Ika catchment register.

7.112. The representative iwi organisations of Ngā Iwi o Te Waiū-o-te-Ika may nominate persons for inclusion on Te Waiū-o-te-Ika catchment register.

7.113. Te Waiū-o-te-Ika catchment register must include appointees with –

7.113.1. skills, knowledge and experience across a range of disciplines, including kawa, tikanga and ritenga of Ngā Iwi o Te Waiū-o-te-Ika; and

7.113.2. knowledge of Te Waiū-o-te-Ika catchment; and

7.113.3. an understanding of Te Waiū-o-te-Ika framework.

7.114. Te Waiū-o-te-Ika catchment register –

7.114.1. must be kept under review to ensure that it remains fit for purpose; and

7.114.2. may be amended by the parties referred to in, and in accordance with, clause 7.110.

Appointment of hearing commissioners

7.115. Clauses 7.109 to 7.120 apply to any application for a resource consent (including any review of the conditions of a resource consent) received that –

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- 7.115.1. is notified, or is to be notified in accordance with the Resource Management Act 1991; and
- 7.115.2. is to –
- (a) take, use, dam, or divert water in Te Waiū-o-te-Ika; or
 - (b) undertake any activity listed in section 13 of the Resource Management Act 1991 (certain uses of beds of lakes and rivers) in relation to Te Waiū-o-te-Ika; or
 - (c) undertake any activity listed in section 15(1)(a) (prevents discharge of contaminants into water), 15(1)(b) (relates to point source discharge) or 15(1)(d) (prevents contamination into water from industrial or trade premises) of the Resource Management Act 1991 in relation to Te Waiū-o-te-Ika; or
 - (d) undertake any other activity where the relevant authority decides it is appropriate for those clauses to apply.
- 7.116. Where a relevant authority receives an application for resource consent referred to in clause 7.115, that authority must inform the [River Entity] of that application.
- 7.117. When appointing hearing commissioners in relation to an application for resource consent referred to in clause 7.115, a relevant authority –
- 7.117.1. must have particular regard to –
- (a) Te Waiū-o-te-Ika catchment register; and
 - (b) Te Waiū-o-te-Ika framework; and
- 7.117.2. may make appointments from Te Waiū-o-te-Ika catchment register; and
- 7.117.3. must be guided by the need for the hearing panel to reflect an appropriate range of skills, knowledge and experience across a range of disciplines, including –
- (a) kawa, tikanga and ritenga of Ngā Iwi o Te Waiū-o-te-Ika; and
 - (b) knowledge of Te Waiū-o-te-Ika catchment; and
 - (c) an understanding of Te Waiū-o-te-Ika framework.
- 7.118. The final decision on the appointment of hearing commissioners will be made by the relevant authority in accordance with the relevant appointment process set out in the Resource Management Act 1991.
- 7.119. If requested by the representative iwi organisations of Ngā Iwi o Te Waiū-o-te-Ika, the relevant authority will provide an explanation in writing as to how it made its decision on the appointment of commissioners, including how the matters in clause 7.117.3 were considered in that decision-making process.
- 7.120. To avoid doubt, persons on Te Waiū-o-te-Ika catchment register who are members of the representative iwi organisations of Ngā Iwi o Te Waiū-o-te-Ika are not automatically

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disqualified from appointment as a hearing commissioner by virtue only of that person being a member of Ngā Iwi o Te Waiū-o-te-Ika.

DEEDS OF RECOGNITION FOR TE WAIŪ-O-TE-IKA

7.121. The Crown must, by or on the settlement date, provide –

7.121.1. the governance entity with a copy of a deed of recognition, signed by the Commissioner of Crown Lands, in relation to the beds of Te Waiū-o-te-Ika to the extent that they fall within the area of interest (as shown on deed plan OTS-083-032); and

7.121.2. the [River Entity] with a copy of a deed of recognition, signed by the Commissioner of Crown Lands, in relation to the beds of Te Waiū-o-te-Ika (as shown on deed plan OTS-083-020); and

7.122. Each area that a deed of recognition relates to includes only those parts of the beds of Te Waiū-o-te-Ika owned and managed by the Crown under the Land Act 1948.

7.123. A deed of recognition will provide that the Commissioner of Crown Lands must, if undertaking activities specified in 7.124 within the area that the deed relates, –

7.123.1. consult the governance entity or the [River Entity] (as the case may be); and

7.123.2. have regard to their views concerning Te Waiū-o-te-Ika framework.

7.124. The obligation in clause 7.123 applies to each of the following activities –

7.124.1. considering an application for a right of use or occupation (including renewing such a right);

7.124.2. preparing a plan, strategy, or programme for protection and management:

7.124.3. conducting a survey to identify the number and type of users that may be appropriate:

7.124.4. preparing a programme to eradicate noxious flora and fauna.

Form and effect of deed of recognition

7.125. Each deed of recognition will be –

7.125.1. in the form set out in part 3 of the documents schedule; and

7.125.2. issued under, and subject to, the terms provided by sections 35 to 38 of the draft settlement bill.

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

FISHERIES REGULATIONS

7.127. In clause 7.128, **Ngāti Rangi fisheries area** means the area as shown on deed plan OTS-083-032.

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7.128. Within 80 business days after the settlement date, the governance entity and the Director-General for Primary Industries will meet to develop a work programme to jointly develop customary non-commercial fishing regulations for the Ngāti Rangi fisheries area subject to the Fisheries Act 1996, that include –

7.128.1. provision for –

- (a) the translocation of fish from –
 - (i) one part of the Ngāti Rangi fisheries area to another; and
 - (ii) outside the Ngāti Rangi fisheries area into that area, provided such translocation is undertaken in accordance with all relevant legal requirements; and
- (b) the governance entity to –
 - (i) manage customary fishing through the issuing of customary fishing authorisations; and
 - (ii) appoint kaitiaki who can authorise the taking of fish for customary purposes within the Ngāti Rangi fisheries area; and
 - (iii) report catch information to the Ministry for Primary Industries; and
 - (iv) recommend to the Minister for Primary Industries the making of bylaws restricting or prohibiting fishing in the Ngāti Rangi fisheries area; and
- (c) fish from the catchment to be stored in designated places for future use; and

7.128.2. provision that the Minister for Primary Industries will make the bylaws recommended in clause 7.128.1(b)(iv) unless the Minister for Primary Industries considers that an undue adverse effect on fishing in the relevant fisheries management area would result if the proposed bylaws were made; and

7.128.3. requirements for people fishing under customary authorisations to provide information to kaitiaki on location of fishing activities and on the species, quantity and size of fish taken.

TE PAE AO

Te Pae Ao as administering body of reserve sites

7.129. In clauses 7.129 to 7.175, **reserve sites** means the following sites –

7.129.1. Kiokio Conservation Area:

7.129.2. Mangaehuehu Scenic Reserve:

7.129.3. Mangateitei Road Conservation Area:

7.129.4. Ngā Roto-o-Rangataua Scenic Reserve (part not vested):

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7.129.5. Raketapauma Conservation Area:

7.129.6. Raketapauma Scenic Reserve:

7.129.7. Rangataua Conservation Area (including part of the Rotokura Ecological Area):

7.129.8. Rangataua No.2 Conservation Area:

7.129.9. Rangataua Scenic Reserve.

Te Pae Ao established

7.130. Te Pae Ao will be established in relation to the reserve sites.

7.131. Te Pae Ao will, subject to clauses 7.154 to 7.161, be an administering body under the Reserves Act 1977, as if appointed to control and manage the reserve sites under section 28 of that Act.

7.132. Te Pae Ao may, in relation to each reserve site, exercise a power or function delegated to local authorities under section 10 of the Reserves Act 1977, with all necessary modifications.

Purpose of Te Pae Ao

7.133. The purpose of Te Pae Ao is to administer the reserve sites in accordance with the Reserves Act 1977; –

7.133.1. as if those sites were scenic reserves under the Reserves Act 1977; and

7.133.2. consistent with the purpose statement in clause 7.135.

7.134. In clause 7.135, –

7.134.1. **mauri ora** means life sustaining potential; and

7.134.2. **kawa ora** means upholding and recognising responsibilities to life sustaining potential.

7.135. Kia matua te mana o te ao tūroa e tū nei/Giving precedence to the natural world and its relationship with its communities by working to:

7.135.1. maintain the mauri ora of the reserve sites;

7.135.2. maintain kawa ora in respect of the reserve sites; and

7.135.3. enhance and give expression to the relationship of Ngāti Rangi and their kawa, tikanga and ritenga with the reserve sites.

Composition and decision-making of Te Pae Ao

7.136. Te Pae Ao will be comprised of –

7.136.1. 2 members appointed by the governance entity; and

7.136.2. 2 members appointed by the Director-General.

7: KO TE POUPOU TE AO TŪROA: ENVIRONMENT (NATURAL RESOURCES AND CULTURAL REDRESS)

7.137. A chair of Te Pae Ao will be appointed for each term of Te Pae Ao as follows –

7.137.1. the chair will be appointed by Te Pae Ao at the first meeting of each term; and

7.137.2. the chair for the first term must be a member appointed by the governance entity; and

7.137.3. the chair for the second term must be a member appointed by the Director-General; and

7.137.4. for each subsequent term, the chair must alternate between a member appointed by the governance entity and a member appointed by the Director-General.

7.138. A member is appointed only if the appointer gives written notice to the other appointer with the following details –

7.138.1. the full name, address, and other contact details of the member; and

7.138.2. the date on which the appointment takes effect, which must be no earlier than the date of the notice.

7.139. A failure of an appointer to appoint a member, comply with clause 7.138, or fill a vacancy does not invalidate the establishment of Te Pae Ao or its actions or decisions.

7.140. The first term of Te Pae Ao commences on the settlement date.

7.141. Each subsequent term of Te Pae Ao commences on the third anniversary of the settlement date.

7.142. An appointment commences on the first day of each term and ends on the last day of each term, or earlier if the member resigns or the appointer discharges that member.

7.143. A member may be appointed, reappointed, or discharged at the discretion of the appointer.

7.144. Each appointer is responsible for meeting the expenses of its appointees.

7.145. Except as otherwise provided in clauses 7.146 to 7.150, sections 32 to 34 of the Reserves Act 1977 apply to Te Pae Ao as if it were a board appointed under section 30 of that Act.

7.146. The first meeting of Te Pae Ao must be held not later than 6 months after the settlement date.

7.147. The quorum for a meeting of Te Pae Ao is 2 members including –

7.147.1. at least 1 member appointed by the governance entity; and

7.147.2. at least 1 member appointed by the Director-General.

7.148. Decisions of Te Pae Ao must be made by a consensus of members present at a meeting.

7.149. The chair of Te Pae Ao may participate in a decision-making process but does not have a casting vote.

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7.150. When making decisions on pest control and species management which affect the ecological integrity of the reserve sites or the viability of indigenous species –

7.150.1. Te Pae Ao will strive for consensus; and

7.150.2. if, in the opinion of the chair, consensus cannot be reached within a reasonable timeframe, and not later than two months after the issue is first discussed at a meeting of Te Pae Ao, the chair must refer the matter to the chair of the governance entity and the appropriate Deputy Director-General for resolution; and

7.150.3. following referral under clause 7.150.2, the chair of the governance entity and the appropriate Deputy Director-General must engage in good faith in discussions to resolve the issue; and

7.150.4. if, following the discussions referred to in clause 7.150.3, agreement cannot be reached between those persons within one month of the matter being referred to them, the decision will be made by the Director-General.

Reserve management plan

7.151. Te Pae Ao will prepare a draft reserve management plan for the reserve sites which will, on completion of processes under section 41 of the Reserves Act 1977, be recommended for joint approval by the governance entity and the Minister of Conservation.

7.152. The approval in clause 7.151 is subject to clause 7.83.

7.153. The Department of Conservation will be responsible for organising and funding processes required under section 41 of the Reserves Act 1977.

Operational management of reserve sites

7.154. The operational management of the reserve sites will be undertaken by the Director-General and, subject to clause 7.158, the governance entity.

7.155. The Director-General must prepare and approve a draft operational plan that indicates the priorities for operational activities over a period of up to 3 years in order to identify activities to implement the reserve management plan, and to identify the Crown funding available for those activities.

7.156. The Director-General must, within a reasonable timeframe, provide the draft operational plan to Te Pae Ao for comment and must have regard to the views of Te Pae Ao when approving the plan.

7.157. The Director-General must, within a reasonable timeframe, provide the draft operational plan to the governance entity for comment, and must have regard to the views of the governance entity when approving the plan.

7.158. The operational plan must identify any opportunities for the governance entity to undertake operational management activities on the reserves sites, where such activities have been agreed between the Director-General and the governance entity.

7.159. The Director-General retains discretion over the activities funded and level of funding provided by the Crown under the operational plan.

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7.160. The Director-General, and the governance entity if it chooses to undertake operational management, must carry out operational management activities in accordance with –

7.160.1. any reserve management plan; and

7.160.2. any operational plan.

7.161. Te Pae Ao may seek additional funding from other sources for specific projects on the reserve sites.

Concessions and interests in land

7.162. Te Pae Ao may grant applications for activities on the reserve sites that require authorisation, other than interests in land, using a process consistent with section 59A of the Reserves Act 1977.

7.163. Income received from concessions granted by Te Pae Ao will be held by the Department of Conservation and must be used only for operational activities on the reserve sites in accordance with the operational plan.

7.164. In relation to interests in land, while Te Pae Ao is the administering body of the reserve sites –

7.164.1. the governance entity (rather than Te Pae Ao) may under section 59A of the Reserves Act 1977 grant, accept, or decline to grant any interest in land that affects the Beds of Rotokura Lakes, or may renew or vary such an interest, but must consult the Director-General before determining an application to obtain such an interest; and

7.164.2. the Minister of Conservation (rather than Te Pae Ao) may under section 59A of the Reserves Act 1977 grant, accept, or decline to grant any interest in land that affects the Crown owned reserve sites, or may renew or vary such an interest, but must consult the governance entity before determining an application to obtain such an interest.

7.165. To avoid doubt, section 59A of the Reserves Act 1977 imports part 3B of the Conservation Act 1987.

Administrative and technical support

7.166. The administrative and technical support for Te Pae Ao will be provided by the Department of Conservation. Administrative support includes the provision of services necessary to enable Te Pae Ao to perform its functions.

Change of status of reserve sites

7.167. If the Director-General or Minister of Conservation proposes to change the classification of any of the reserve sites, they must consult with the governance entity and Te Pae Ao as early as practicable prior to any public notification process.

7.168. The Director-General or Minister of Conservation must have particular regard to the views obtained under clause 7.167 when making a decision.

7.169. If the classification of the land is changed under the Reserves Act 1977 to a reserve classification other than a scenic reserve, Te Pae Ao must administer the land in accordance with that new classification.

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- 7.170. If the classification of the land is changed under other conservation legislation, Te Pae Ao must, if that classification is compatible with management under the Reserves Act 1977, continue to administer the land as if it were a scenic reserve but must also take into account that new classification.
- 7.171. In clauses 7.172 to 7.173, **land** means one or more of the following pieces of land, –
- 7.171.1. Rangataua Conservation Area (including part of the Rotokura Ecological Area); and
 - 7.171.2. parts of Rangataua No.2 Conservation Area; and
 - 7.171.3. the adjoining or adjacent reserve sites listed at clauses 7.129.1, 7.129.2 and 7.129.9.
- 7.172. The parties acknowledge that after the conclusion of the collective Tongariro National Park negotiations the potential may arise for land to be added to Tongariro National Park.
- 7.173. The parties agree that –
- 7.173.1. if the Department of Conservation is asked by the New Zealand Conservation Authority under section 8(1) of the National Parks Act 1980 to investigate and report on any proposal to add land to the Tongariro National Park –
 - (a) the Department of Conservation will immediately inform the governance entity of any work it is doing towards such a proposal; and
 - (b) Te Pae Ao will –
 - (i) engage with the Department of Conservation and the governance entity in good faith and constructive discussions; and
 - (ii) make recommendations to the Director-General regarding the proposal; and
 - (c) the Director-General will –
 - (i) have particular regard to any recommendation made by Te Pae Ao when reporting back to the New Zealand Conservation Authority; and
 - (ii) provide a copy of the recommendations of Te Pae Ao to the New Zealand Conservation Authority; and
 - 7.173.2. if the Department of Conservation is requested by the Minister of Conservation, the New Zealand Conservation Authority or a Conservation Board under section 7 of the National Parks Act 1980 to provide a recommendation regarding adding land to the Tongariro National Park –
 - (a) Te Pae Ao will, in consultation with the Department of Conservation and the governance entity, provide a report (including recommendations) to the Director-General; and

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- (b) the Director-General will –
 - (i) have particular regard to that report when providing any recommendations to the Minister of Conservation, New Zealand Conservation Authority or Conservation Board; and
 - (ii) provide a copy of the report of Te Pae Ao to the Minister of Conservation, the New Zealand Conservation Authority or a Conservation Board (as the case may be).

Beds of Rotokura Lakes

7.174. The governance entity, as the future owner of the Beds of Rotokura Lakes, –

7.174.1. agrees to the land being treated as a reserve site; but

7.174.2. may withdraw this agreement at any time by giving notice to Te Pae Ao and the Minister of Conservation.

7.175. Subject to clause 7.174, Te Pae Ao will, as soon as practicable after settlement date, make a request to the Minister of Conservation to consent to the Beds of Rotokura Lakes being administered by Te Pae Ao as if the land were a reserve site under clause 7.129.

MEMBERSHIP ON CONSERVATION BOARD

7.176. The Minister of Conservation must appoint one member of the Tongariro-Taupō Conservation Board on the nomination of the governance entity for a term of three years and for as many subsequent terms until clause 7.177 applies.

7.177. The term of the appointee will terminate at the earlier of –

7.177.1. the settlement of the historical Treaty of Waitangi claims of all Whanganui Iwi with an interest in the area within the jurisdiction of the Board; or

7.177.2. the settlement of the collective Tongariro National Park negotiations, if the membership of the Board is changed as a result of those negotiations.

7.178. The parties consider that the most appropriate time to reconsider Whanganui Iwi representation on the Tongariro-Taupō Conservation Board is at the settlement date of the last Whanganui Iwi with interests in the area within the jurisdiction of the Board. The collective Tongariro National Park negotiations may also consider the membership of the Board.

CONSERVATION MANAGEMENT STRATEGY

7.179. In clauses 7.180 to 7.182, –

7.179.1. **[area]** means –

- (a) the shaded area within the area of interest (as shown on OTS-083-033); and
- (b) any area that becomes part of [area] in accordance with clauses 7.182 and 7.181; and

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7.179.2. **additional area** means any land that –

- (a) includes conservation land (other than the Tongariro National Park); and
- (b) is within –
 - (i) the boundaries covered by the Tongariro-Taupō Conservation Management Strategy; and
 - (ii) the area of interest; and
 - (iii) the area of interest of any Whanganui Iwi, as defined in their deed of settlement.

7.180. The settlement legislation will, on the terms set out in sections 88A to 88D of the draft settlement bill, provide that –

7.180.1. from the next review under section 17H of the Conservation Act 1987, the Tongariro-Taupō Conservation Management Strategy will include a defined place for [area]; and

7.180.2. the governance entity and the Director-General are, despite sections 17D and 17F of the Conservation Act 1987, jointly responsible for preparing, amending or reviewing the defined place for [area]; and

7.180.3. the Director-General must notify the governance entity if he or she intends to prepare, amend or review the Tongariro-Taupō Conservation Management Strategy to the extent that it affects the defined place for [area]; and

7.180.4. the governance entity and the Minister are jointly responsible for carrying out the Minister's functions under section 17F of the Conservation Act 1987 in respect of the defined place for [area].

7.181. At the next two reviews of the Tongariro-Taupō Conservation Management Strategy after the settlement date, –

7.181.1. the governance entity may propose to the Director-General that an additional area be included in the defined place for [area]; and

7.181.2. the Director-General may, subject to clause 7.182, declare an additional area to be added to defined place for [area].

7.182. The Director-General may only make a declaration under clause 7.181.2 if Ngāti Rangi and the other relevant Whanganui Iwi affected have agreed in writing to the additional area being added to the defined place for [area].

PĀKOHE, ONEWA AND MATĀ

Public conservation land

7.183. In clauses 7.184 to 7.186, –

7.183.1. **pākohe** means metamorphosed indurated mudstone (otherwise known as argillite) and also include pākere; and

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- 7.183.2. **pākere** means the mineral on the basalt-andesite continuum that is a dark coloured andesite with lower silica/aluminium mineralogy and higher iron/magnesium mineralogy; and
- 7.183.3. **onewa** means the mineral known as basalt or greywacke; and
- 7.183.4. **matā** means the mineral known as black obsidian; and
- 7.183.5. **former riverbed** means a riverbed that is dry as a result of –
- (a) natural changes in the flow of Te Waiū-o-te-Ika; or
 - (b) artificial diversion of water from Te Waiū-o-te-Ika; and
- 7.183.6. **relevant area** means –
- (a) riverbeds on public conservation land within the area of interest that are not included in Schedule 4 of the Crown Minerals Act 1991; and
 - (b) any additional area inserted as a result of clauses 7.184.4 and 7.185; and
- 7.183.7. **riverbed** means land that the waters of a river or other natural watercourse cover at its fullest flow without flowing over its banks.
- 7.184. The settlement legislation will, on the terms provided by sections 76 to 84 of the draft settlement bill, provide –
- 7.184.1. for the Crown to acknowledge –
- (a) the longstanding spiritual, traditional, cultural and historical association of Ngāti Rangi with pākohe, onewa and matā; and
 - (b) the Ngāti Rangi statement of association with pākohe, onewa and matā, the text of which is set out in part 2 of the documents schedule; and
- 7.184.2. for any member of Ngāti Rangi who has written authorisation from the governance entity to access riverbeds within the relevant area –
- (a) for the purpose of searching for and removing Crown owned pākohe, onewa or matā by hand; and
 - (b) without authorisation under the conservation legislation; and
 - (c) without a permit under section 8(1)(a) of the Crown Minerals Act 1991; and
- 7.184.3. for the Director-General to consult with the governance entity when exercising certain powers and functions that are likely to affect the relationship of Ngāti Rangi with pākohe, onewa or matā in the relevant area; and

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7.184.4. for the Director-General, in consultation with the Minister of Energy and Resources, and the governance entity to agree in writing to add an additional area to the relevant area if that area is –

- (a) a former riverbed on public conservation land within the area of interest that is not included in Schedule 4 of the Crown Minerals Act 1991; and
- (b) believed by the governance entity to contain pākohe, onewa or matā; and

7.184.5. that any person exercising a right under clause 7.184.2 must comply with all other lawful requirements, including under the Resource Management Act 1991; and

7.184.6. that the rights under clause 7.184.2 do not apply to any part of a riverbed that is –

- (a) an ecological area declared under section 18 of the Conservation Act 1987; or
- (b) an archaeological site (as defined by section 6 of the Heritage New Zealand Pouhere Taonga Act 2014).

7.185. The actions under clause 7.184.4 will have legal effect once the Director-General gives notice (including deed plans) of the additional area.

New Zealand Defence Force land

7.186. The settlement legislation will, on the terms provided by sections 76 to 78 and 85 to 88 of the draft settlement bill, provide that –

7.186.1. subject to authorisation by the New Zealand Defence Force, and in accordance with the governance entity's relationship agreement with the New Zealand Defence Force at part 5.3 of the documents schedule, a member of Ngāti Rangi may access defence areas –

- (a) for the purpose of searching for and removing pākohe, onewa or matā by hand; and
- (b) without a permit under section 8(1)(a) of the Crown Minerals Act 1991; but

7.186.2. notwithstanding clause 7.186.1, authorisation to access some defence areas will not be granted due to safety concerns.

Crown statement on minerals

7.187. The Crown will not seek the return of or assert ownership interests in the minerals removed by an authorised person in accordance with clauses 7.183 to 7.186 and the settlement legislation.

8 KO TE POUPOU NGĀTI RANGITANGA: NGĀTI RANGI NATIONHOOD AND CULTURAL REVITALISATION (CULTURAL REDRESS)

NEW ZEALAND DEFENCE FORCE ACKNOWLEDGEMENT

- 8.1. The New Zealand Defence Force acknowledges that –
- 8.1.1. Ngāti Rangi are tangata whenua of the Raketapauma and Murimotu land blocks; and
 - 8.1.2. there are shared interests in the Rangipō Waiū No. 2 and unnumbered Rangipō Waiū land blocks.

VESTING AND GIFT BACK OF NEW ZEALAND DEFENCE FORCE LAND WITHIN THE RAKETAPAUMA LAND BLOCK

- 8.2. In clause 8.3, **vesting and gift back site** means the New Zealand Defence Force lands at Waiouru within the Raketapauma Land Block (shown on OTS-083-019), also known as Irirangi.
- 8.3. The settlement legislation will, on the terms provided by section 75 of the draft settlement bill, provide that –
- 8.3.1. the fee simple estate in the vesting and gift back site vests in the governance entity on the first 9 November that occurs after the settlement date; and
 - 8.3.2. on the 7th day after the vesting of the vesting and gift back site in the governance entity, the fee simple estate in the vesting and gift back site vests in the Crown as a gift back to the Crown by the governance entity for the people of New Zealand; and
 - 8.3.3. despite the vestings under clauses 8.3.1 and 8.3.2 –
 - (a) the vesting and gift back site remains a defence area under the Defence Act 1990 and that Act continues to apply to the vesting and gift back site as if the vesting had not occurred; and
 - (b) any enactment, instrument or interest that applied to a vesting and gift back site immediately before the vesting date continues to apply to it as if the vesting had not occurred; and
 - (c) the Crown retains all liability for the vesting and gift back site as if the vesting had not occurred; and
 - (d) the role of the New Zealand Defence Force in relation to the vesting and gift back site is not changed; and
 - 8.3.4. the vesting under clauses 8.3.1 and 8.3.2 are not affected by Part 4A of the Conservation Act 1987, section 11 or Part 10 of the Resource Management Act 1991, sections 10 or 11 of the Crown Minerals Act 1991, or any other enactment that relates to the land.

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TE TĀPORA

- 8.4. The settlement legislation will, on the terms provided by sections 40 to 54 of the draft settlement bill, –
- 8.4.1. declare Hīhītahi (as shown on deed plan OTS-083-018) to be an overlay area subject to Te Tāpora; and
 - 8.4.2. provide the Crown's acknowledgement of the statement of Ngāti Rangi values in relation to the overlay area; and
 - 8.4.3. require the New Zealand Conservation Authority, or a relevant conservation board, –
 - (a) when considering a conservation document, in relation to the overlay area, to have particular regard to the statement of Ngāti Rangi values, and the protection principles, for the overlay area; and
 - (b) before approving a conservation document, in relation to the overlay area, to –
 - (i) consult with the governance entity; and
 - (ii) have particular regard to its views as to the effect of the document on the statement of Ngāti Rangi values, and the protection principles, for the area; and
 - 8.4.4. require the Director-General to take action in relation to the protection principles; and
 - 8.4.5. enable the making of regulations and bylaws in relation to the overlay area.
- 8.5. The statement of Ngāti Rangi values, the protection principles and the Director-General's actions are set out in part 1 of the documents schedule.

STATUTORY ACKNOWLEDGEMENT

- 8.6. The settlement legislation will, on the terms provided by sections 26 to 34 of the draft settlement bill, –
- 8.6.1. provide the Crown's acknowledgement of the statements by Ngāti Rangi of their particular cultural, spiritual, historical and traditional association with the following areas –
 - (a) Auahitōtara Pā (as shown on deed plan OTS-083-008):
 - (b) Part of Hautapu River (as shown on deed plan OTS-083-009):
 - (c) Part of Moawhango River (as shown on deed plan OTS-083-010):
 - (d) Ngā Urukehu (as shown on deed plan OTS-083-012):
 - (e) Part of Ngāmatea Swamp (as shown on deed plan OTS-083-011):
 - (f) Part of Ngā Roto-o-Rangataua Scenic Reserve (as shown on deed plan OTS-083-014):

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- (g) Part of Te Onetapu (Rangipō Desert) (as shown on deed plan OTS-083-016):
 - (h) Part of Turakina River (as shown on deed plan OTS-083-017):
 - (i) Part of Upper Waikato Stream (as shown on deed plan OTS-083-015); and
- 8.6.2. require relevant consent authorities, the Environment Court, and Heritage New Zealand Pouhere Taonga to have regard to the statutory acknowledgement; and
- 8.6.3. require relevant consent authorities to forward to the governance entity –
 - (a) summaries of resource consent applications for an activity within, adjacent to or directly affecting a statutory area; and
 - (b) a copy of a notice of a resource consent application served on the consent authority under section 145(10) of the Resource Management Act 1991; and
- 8.6.4. enable the governance entity, and any member of Ngāti Rangi, to cite the statutory acknowledgement as evidence of Ngāti Rangi's association with an area.
- 8.7. The statements of association are set out in part 2 of the documents schedule.
- 8.8. The parties acknowledge that there may be shared interests with other iwi in the areas listed in clause 8.6.1.

DEEDS OF RECOGNITION

- 8.9. The Crown must, by or on the settlement date, provide the governance entity with a copy of each of the following:
 - 8.9.1. a deed of recognition, signed by the Minister of Conservation and the Director-General, in relation to the following areas –
 - (a) Ngā Urukehu (as shown on deed plan OTS-083-012):
 - (b) Part of Upper Waikato Stream (as shown on deed plan OTS-083-015); and
 - 8.9.2. a deed of recognition, signed by the Commissioner of Crown Lands, in relation to the following areas –
 - (a) Part of Hautapu River (as shown on deed plan OTS-083-009):
 - (b) Part of Turakina River (as shown on deed plan OTS-083-017); and
 - 8.9.3. a deed of recognition, signed by the Chief of Defence Force, in relation to the following areas –
 - (a) Auahitōtara Pā (as shown on deed plan OTS-083-008):
 - (b) Part of Moawhango River (as shown on deed plan OTS-083-010):

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- (c) Part of Ngāmatea Swamp (as shown on deed plan OTS-083-011):
- (d) Part of Te Onetapu (Rangipō Desert) (as shown on deed plan OTS-083-016):
- (e) Part of Upper Waikato Stream (as shown on deed plan OTS-083-015).

8.10. Additional deeds of recognition for Te Waiū-o-te-Ika are provided at clause 7.121.

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

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

8.12.1. consult the governance entity; and

8.12.2. have regard to its views concerning Ngāti Rangi's association with the area as described in a statement of association.

FORM AND EFFECT OF DEEDS OF RECOGNITION

8.13. Each deed of recognition will be –

8.13.1. in the form set out in part 3 of the documents schedule; and

8.13.2. issued under, and subject to, the terms provided by sections 35 to 38 of the draft settlement bill.

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

CULTURAL REDRESS PROPERTIES

8.15. The settlement legislation will vest in the governance entity on the settlement date –

In fee simple

8.15.1. the fee simple estate in each of the following sites –

(a) Rau Korokio:

(b) Te Tāuru:

(c) Te Urunga property:

(d) Waimaire; and

In fee simple together with an easement

8.15.2. the fee simple estate in Rangatauanui property, together with the Minister of Conservation providing the governance entity with a registerable right of way easement in gross in relation to that site in the form set out in part 10.2 of the documents schedule; and

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In fee simple subject to a conservation covenant

- 8.15.3. the fee simple estate in Beds of Rotokura Lakes (being parts of Rotokura Ecological Area), subject to the governance entity providing a registrable conservation covenant in relation to that site in the form set out in part 10.3 of the documents schedule.
- 8.16. The Crown retains ownership of the Crown stratum in clause 8.15.3.
- 8.17. Each cultural redress property is to be –
- 8.17.1. as described in schedule 3 of the draft settlement bill; and
- 8.17.2. vested on the terms provided by –
- (a) sections 60 to 74 of the draft settlement bill; and
- (b) part 2 of the property redress schedule; and
- 8.17.3. subject to any encumbrances, or other documentation, in relation to that property –
- (a) required by clause 8.15 to be provided by the governance entity; or
- (b) required by the settlement legislation; and
- (c) in particular, referred to by schedule 3 of the draft settlement bill.

OFFICIAL GEOGRAPHIC NAMES

- 8.18. The settlement legislation will, from the settlement date, provide for each of the names listed in the second column to be the official geographic name for the features set out in columns 3 and 4.

Existing Name	Official geographic name	Location (NZTopo50 and grid references)	Geographic feature type
Auahitotara	Auahitōtara	BJ35 387278	Hill
Karokio Stream	Korokio Stream	BK34 042197 BK34 068150	Stream
Kawaiotawaki	Te Kawa-o-Tāwhaki	BK34 045190	Hill
Lake Otamataraha	Ōtemataraha Lake	BJ34 213258	Lake
Main Gorge Stream	Te Whakahūhi Stream	BK34 260205 BK34 229204	Stream
Mangahowhi Stream	Mangahouhi Stream	BJ33 034315 BJ33 992305	Stream
Okotinga	Ōtamakotinga	BJ34 199251	Hill
Rangipo Desert	Te Onetapu	BJ35 306452	Desert

**8: KO TE POUPOU NGĀTI RANGITANGA: NGĀTI RANGI NATIONHOOD AND CULTURAL REVITALISATION
(CULTURAL REDRESS)**

Existing Name	Official geographic name	Location (NZTopo50 and grid references)	Geographic feature type
Rangiwhaia Stream	Rangiwaia Stream	BJ34 175225 BK34 104215	Stream
Unnamed	Ahu-ā-Tūranga Stream	BJ34 263237 BK34 229204	Stream
Unnamed	Auahitōtara Pā	BJ35 394275	Historic Site
Unnamed	Hautapurua Stream	BJ35 394263 BJ35 319226	Stream
Unnamed	Kārewarewa	BJ34 186318 BJ34 202373	Ridge
Unnamed	Kōhaonui	BJ34 207255	Historic Site
Unnamed	Kutaroa Stream	BK35 291212 BK35 307194	Stream
Unnamed	Kutaroa Swamp	BK35 284199	Wetland
Unnamed	Ngā Rimutāmaka	BJ34 240385	Historic Site
Unnamed	Ngā Roto-o-Te-Kaponga Wetlands	BJ34 242329	Wetland
Unnamed	Ōpeketā Stream	BJ34 267234 BJ34 276221	Stream
Unnamed	Ōpeketā Swamp	BK35 284216	Wetland
Unnamed	Ōtahatekapua	BJ34 204324	Ridge
Unnamed	Ōtahatekapua Kāinga	BJ34 209337	Historic Site
Te Unuunuakapuatariki Stream	Te Unuunu-ā-Kapua-Te-Ariki Stream	BJ34 214460 BJ34 202310	Stream
Unnamed / Otemataraha (local use)	Ōtemataraha Wetland	BJ34 230254	Wetland
Unnamed / Raketapauma Wetland or Irirangi Swamp (local use)	Raketapauma Wetland	BK35 284199	Wetland
Unnamed / Smaller of the two Ohakune Lakes (local use)	Rangatauaiti	BJ34 052319	Lake
Unnamed / Larger of the two Ohakune	Rangatauanui	BJ34 047323	Lake

**8: KO TE POUPOU NGĀTI RANGITANGA: NGĀTI RANGI NATIONHOOD AND CULTURAL REVITALISATION
(CULTURAL REDRESS)**

Existing Name	Official geographic name	Location (NZTopo50 and grid references)	Geographic feature type
Lakes (local use)			
Unnamed	Rangatauanui Hill	BJ34 047320	Hill
Unnamed / Tapui o te Wira (local use)	Tāpui-o-te-uira	BK33 034198	Hill
Unnamed	Te Ruapekapeka	BJ34 062340	Historic Site
Unnamed	Te Toka-a-Kōraria	BJ34 227318	Historic Site
Waiakaki Stream	Waiakake Stream	BJ34 143345 BJ34 120310	Stream

- 8.19. The settlement legislation will provide for the official geographic names on the terms provided by sections 55 to 59 of the draft settlement bill.

CROWN PROTECTED AREA NAME

- 8.20. The settlement legislation is to provide that the name of Ohakune Lakes Scenic Reserve is changed to Ngā Roto-o-Rangataua Scenic Reserve.

CULTURAL FUND

- 8.21. On the settlement date, the Crown will pay the governance entity \$168,000 for cultural revitalisation purposes, in addition to the financial and commercial redress amount.

CULTURAL REDRESS GENERALLY NON-EXCLUSIVE

- 8.22. 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.
- 8.23. However, the Crown must not enter into another settlement that provides for the same redress as set out in clauses 8.3 and 8.15.

9 KO TE POUPOU HAUORATANGA: WELL-BEING

..It is important that the people who speak for us - speak for the tribes - make sure that we ultimately have the rangatiratanga, and strive to be able to give these things back to us, and back to our people. For it is for their well-being that it is passed on.

Matiu Mareikura

- 9.1. Ngāti Rangi's revitalisation is reliant not just on the landscape but also its people.
- 9.2. The Hauoratanga Poupou aspires to support and advance all Ngāti Rangi whānau to achieve absolute wellbeing. Ngāti Rangi considers that a strong and resilient whānau results in strong and resilient hapū and marae, in turn creating strong and resilient iwi and communities. Ngāti Rangi's aspiration is to achieve absolute well-being for Ngāti Rangi whānau.
- 9.3. In respect of this settlement, a critical aspiration for Ngāti Rangi is to achieve an improved relationship with the Crown's social and economic sector in order to assist with Ngāti Rangi's aspiration of achieving absolute well-being for Ngāti Rangi whānau.
- 9.4. At the signing of the agreement in principle on 15 March 2017, the Crown undertook to –
 - 9.4.1. explore relationship redress between Ngāti Rangi and Crown agencies in the socio-economic sector; and
 - 9.4.2. consider opportunities for Crown agencies, Ngāti Rangi and others to work more closely together to enhance the social and economic well-being of Ngāti Rangi.
- 9.5. The parties record that the governance entity and the Crown agencies listed in clause 9.6 have agreed to –
 - 9.5.1. enter into relationship agreements; and
 - 9.5.2. engage in good faith to develop Te Kōpae.

RELATIONSHIPS WITH CROWN AGENCIES

- 9.6. By the settlement date, the governance entity will enter into relationship agreements with the following Crown agencies (or group of Crown agencies) –
 - 9.6.1. Department of Corrections, Ministry of Justice and New Zealand Police:
 - 9.6.2. Ministry for Vulnerable Children, Oranga Tamariki:
 - 9.6.3. Ministry of Business, Innovation and Employment:
 - 9.6.4. Ministry of Education:
 - 9.6.5. Ministry of Social Development:
 - 9.6.6. Te Puni Kōkiri.

9: KO TE POUPOU HAUORATANGA: WELL-BEING

- 9.7. The letter of recognition from the Minister for Primary Industries, at part 7 of the documents schedule, states that the Ministry for Primary Industries may agree to work with the governance entity on economic development opportunities within the Ministry's existing work programmes.
- 9.8. Each relationship agreement will be in the form set out in part 6 of the documents schedule and will include a common clause referring to Te Kōpae.
- 9.9. A failure by the Crown to comply with a relationship agreement is not a breach of this deed.
- 9.10. To avoid doubt, the relationship agreements referred to in clause 9.6 are separate to the agreements those referred to in clause 6.6.1 and 6.6.3.

TE KŌPAE

- 9.11. In clauses 9.12 to 9.12, **relevant Crown agencies** means the Crown agencies listed in clause 9.6.
- 9.12. Ngāti Rangi's social and economic aspirations and endeavours in recent years have been focused on transforming the social and economic well-being of Ngāti Rangi, the rohe of Ruapehu and the wider region.
- 9.13. Te Kōpae is a collective framework of relevant Crown agencies and the governance entity who will work collaboratively on matters of common interest within the rohe of Ngāti Rangi. It is intended to identify and harness opportunities to promote the economic and social well-being of Ngāti Rangi and the wider region and enable Ngāti Rangi to support and contribute to the same.
- 9.14. Te Kōpae is named for a traditional round whare (house), and is also another term for a nest. Like a nest, all involved in establishing the framework will contribute to the strength of Te Kōpae and work together to establish and to maintain it.
- 9.15. Te Kōpae will be developed collaboratively by the relevant Crown agencies and the governance entity separately to this deed and will be subject to the resourcing, work programmes and priorities of the relevant Crown agencies and any other matters. It is envisaged that the development phase of Te Kōpae will include:
- 9.15.1. the exchange of information and identification of opportunities for co-operation in respect of social and economic initiatives; and
- 9.15.2. agreeing an approach for the establishment and implementation of Te Kōpae.
- 9.16. Te Kōpae may include other local interest groups and organisations or these may be added later, in both cases subject to the agreement of the governance entity and the relevant Crown agencies.
- 9.17. Te Kōpae may be modified from time to time as agreed between the governance entity and the relevant Crown agencies.

10 KO TE POUPOU MURAMURA TE AHI: PROSPERITY (FINANCIAL AND COMMERCIAL REDRESS)

FINANCIAL REDRESS

- 10.1. The Crown must pay the governance entity on the settlement date \$8,472,183.50, being the financial and commercial redress amount of \$17,000,000 less –
- 10.1.1. \$50,000 being the on-account payment referred to in clause 10.2; and
- 10.1.2. \$50,000 to support cultural revitalisation initiatives by Ngāti Rangi; and
- 10.1.3. \$8,427,816.50 being the total transfer values of the commercial redress properties.

ON-ACCOUNT PAYMENT

- 10.2. Within 10 business days of the date of this deed, the Crown will pay \$50,000 to the governance entity as a contribution towards the Southern Gateway initiative on account of the financial and commercial redress amount.

COMMERCIAL REDRESS PROPERTIES

- 10.3. Each commercial redress property is to be –
- 10.3.1. transferred by the Crown to the governance entity on the settlement date –
- (a) as part of the redress to settle the historical claims, and without any other consideration to be paid or provided by the governance entity or any other person; and
- (b) on the terms of transfer in part 6 of the property redress schedule; and
- 10.3.2. as described, and is to have the transfer value provided, in part 3 of the property redress schedule.
- 10.4. The transfer of each commercial redress property will be subject to, and where applicable with the benefit of, the encumbrances provided in part 3 of the property redress schedule in relation to that property.
- 10.5. Each of the following commercial redress properties is to be leased back to the Crown, immediately after its transfer to the governance entity, on the terms and conditions provided by the lease for that property in part 11 of the documents schedule (being a registrable ground lease for the property, ownership of the improvements remaining unaffected by the purchase) –
- 10.5.1. Ohakune Police Station:
- 10.5.2. Waiouru Police Station.

10: KO TE POUPOU MURAMURA TE AHI: PROSPERITY (FINANCIAL AND COMMERCIAL REDRESS)

LICENSED LAND

- 10.6. The settlement legislation will, on the terms provided by sections 131 to 139 of the draft settlement bill, provide for the following in relation to the commercial redress property that is licensed land –
- 10.6.1. its transfer by the Crown to the governance entity:
 - 10.6.2. it to cease to be Crown forest land upon registration of the transfer:
 - 10.6.3. the governance entity to be, from the settlement date, in relation to the licensed land, –
 - (a) a confirmed beneficiary under clause 11.1 of the Crown forestry rental trust deed; and
 - (b) entitled to the rental proceeds since the commencement of the Crown forestry licence:
 - 10.6.4. the Crown to give notice under section 17(4)(b) of the Crown Forest Assets Act 1989 terminating the Crown forestry licence, in so far as it relates to the licensed land, at the expiry of the period determined under that section, as if –
 - (a) the Waitangi Tribunal had made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the licensed land to Māori ownership; and
 - (b) the Waitangi Tribunal's recommendation became final on settlement date:
 - 10.6.5. the governance entity to be the licensor under the Crown forestry licence, as if the licensed land had been returned to Māori ownership on the settlement date under section 36 of the Crown Forest Assets Act 1989, but without section 36(1)(b) applying; and
 - 10.6.6. for rights of access to areas that are wāhi tapu.
- 10.7. The parties agree that –
- 10.7.1. the area of the arsenic dump will be excised from the licensed land; and
 - 10.7.2. despite the transfer of the licensed land, the Crown will retain ownership of the improvements located on the servient tenement, as defined in the easement referred to in clause 10.8.
- 10.8. The transfer of the licensed land will be subject to the governance entity providing to the Crown, before registration of the transfer of the licensed land, a right of way easement over the Rotokura car park in gross on the terms and conditions set out in part 10.4 of the documents schedule (subject to any variations in form necessary only to ensure its registration) to give effect to those descriptions of easements in the third column of part 3 of the property redress schedule.

10: KO TE POUPOU MURAMURA TE AHI: PROSPERITY (FINANCIAL AND COMMERCIAL REDRESS)

DEFERRED SELECTION PROPERTIES

- 10.9. The governance entity may during the deferred selection period for each deferred selection property, give the Crown a written notice of interest in accordance with paragraph 5.1 of the property redress schedule.
- 10.10. Part 5 of the property redress schedule provides for the effect of the notice and sets out a process where the property is valued and may be acquired by the governance entity.
- 10.11. The governance entity may purchase only one of the following deferred selection properties –
- 10.11.1. Ohakune Primary School site (land only); or
 - 10.11.2. Ruapehu College site (land only).
- 10.12. The deferred selection property selected is to be leased back to the Crown, immediately after its purchase by the governance entity, on the terms and conditions provided by the lease for that property in part 11 of the documents schedule (being a registrable ground lease for the property, ownership of the improvements remaining unaffected by the purchase).
- 10.13. Clause 10.14 applies in respect of a DSP school house site if, before the settlement date, the board of trustees of the related school site relinquishes any beneficial interests it has in the DSP school house site.
- 10.14. If this clause applies to a DSP school house site –
- 10.14.1. the Crown must, within 10 business days of this clause applying, give notice to the governance entity that any beneficial interests in the DSP school house site have been relinquished by the board of trustees; and
 - 10.14.2. the deferred selection property that is the related school site will include the DSP school house site; and
 - 10.14.3. all references in this deed to a deferred selection property that is the related school site are to be read as if the deferred selection property were the related school site and the DSP school house site together.
- 10.15. In the event that any school site becomes surplus to the land holding agency's requirements, then the Crown may, at any time before the governance entity has given a notice of interest in respect of the school site, give written notice to the governance entity advising it that the school site is no longer available for selection by the governance entity in accordance with clause 10.9. The right under clause 10.9 ceases in respect of the school site on the date of receipt of the notice by the governance entity under this clause. To avoid doubt, the governance entity will continue to have a right of first refusal in relation to the school site in accordance with clauses 10.19 to 10.22.

SETTLEMENT LEGISLATION

- 10.16. The settlement legislation will, on the terms provided by sections 125 to 130 of the draft settlement bill, enable the transfer of the commercial redress properties and the deferred selection properties.

10: KO TE POUPOU MURAMURA TE AHI: PROSPERITY (FINANCIAL AND COMMERCIAL REDRESS)

RFR FROM THE CROWN

Exclusive RFR

10.17. The governance entity is to have an exclusive right of first refusal in relation to a disposal of exclusive RFR land that, on the settlement date, –

10.17.1. is vested in the Crown; or

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

10.18. The exclusive right of first refusal is –

10.18.1. to be on the terms provided by sections 140 to 173 of the draft settlement bill; and

10.18.2. in particular, to apply –

(a) for a term of 177 years from the settlement date; but

(b) only if the exclusive RFR land is not being disposed of in the circumstances provided by sections 150 to 160 of the draft settlement bill.

Shared RFR with Mōkai Pātea

10.19. In clauses 10.20 to 10.21, **commencement date** means the earlier of –

10.19.1. the date that is 10 years after the settlement date; or

10.19.2. the settlement date under any Mōkai Pātea settlement legislation.

10.20. The governance entity and any Mōkai Pātea governance entity are to have a shared right of first refusal in relation to shared RFR land, being land that on the commencement date –

10.20.1. is vested in the Crown; or

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

10.21. The shared right of first refusal is –

10.21.1. to be on the terms provided by sections 140 to 173 of the draft settlement bill; and

10.21.2. in particular, to apply –

(a) for a term of 177 years from the commencement date; but

(b) only if the shared RFR land is not being disposed of in the circumstances provided by sections 150 to 160 of the draft settlement bill.

10: KO TE POUPOU MURAMURA TE AHI: PROSPERITY (FINANCIAL AND COMMERCIAL REDRESS)

10.22. The settlement legislation will provide that –

- 10.22.1. any shared right of first refusal any Mōkai Pātea governance entity may have in accordance with clause 10.20 is subject to any Mōkai Pātea settlement legislation being passed approving those rights; and
- 10.22.2. the rights in clause 10.22.1 shall commence on and from the settlement date, as defined in any Mōkai Pātea settlement legislation.

RANGIWAEA AND NGĀMATEA SCHOOLS

10.23. If either Rangiwaia School or Ngāmatea School are made surplus prior to the settlement date, the Ministry of Education will explore how the property or properties can be offered to the governance entity for purchase in a way that ensures the intent of the RFR redress is retained.

NEW ZEALAND DEFENCE FORCE COMMERCIAL HOUSING VENTURE

10.24. In clauses 10.25 to 10.27, **defence area land** means non-surplus land within the area of interest that is held under the Defence Act 1990.

10.25. Ngāti Rangi and the New Zealand Defence Force have agreed to enter into negotiations regarding the possible sale and leaseback of defence area land that involves the construction and leasing-back to the New Zealand Defence Force of housing on that land.

10.26. Subject to the agreement of the governance entity and the New Zealand Defence Force –

- 10.26.1. the governance entity may purchase defence area land on a deferred selection basis for a period of up to four years from the settlement date; and
- 10.26.2. the New Zealand Defence Force may develop the housing before sale or the governance entity to develop the houses after sale on the purchased land; and
- 10.26.3. the governance entity may maintain housing after purchase unless it is agreed during negotiations that the New Zealand Defence Force will maintain the housing; and
- 10.26.4. the governance entity may lease the housing and purchased land back to the New Zealand Defence Force.

10.27. The settlement legislation will, subject to the agreement of the governance entity and the New Zealand Defence Force, and the terms provided by section 128 of the draft settlement bill, enable the New Zealand Defence Force to transfer defence area land that the governance entity has elected to purchase without complying with the requirements of the Public Works Act 1981.

10.28. The governance entity and the New Zealand Defence Force may agree to other land being used for the commercial housing development.

11 NGĀ TURE O RUKUTIA TE MANA: SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

SETTLEMENT LEGISLATION

- 11.1. The Crown must propose the draft settlement bill for introduction to the House of Representatives.
- 11.2. The settlement legislation will provide for all matters for which legislation is required to give effect to this deed of settlement.
- 11.3. The draft settlement bill proposed for introduction to the House of Representatives –
 - 11.3.1. must comply with the drafting standards and conventions of the Parliamentary Counsel Office for Government Bills, as well as the requirements of the Legislature under Standing Orders, Speakers' Rulings, and conventions; and
 - 11.3.2. must be in a form that is satisfactory to Ngāti Rangi and the Crown.
- 11.4. Ngāti Rangi and the governance entity must support the passage of the draft settlement bill through Parliament.

SETTLEMENT CONDITIONAL

- 11.5. This deed, and the settlement, are conditional on the settlement legislation coming into force.
- 11.6. However, the following provisions of this deed are binding on its signing:
 - 11.6.1. clauses 11.4 to 11.10:
 - 11.6.2. paragraph 1.3, and parts 4 to 7, of the general matters schedule.

EFFECT OF THIS DEED

- 11.7. This deed –
 - 11.7.1. is "without prejudice" until it becomes unconditional; and
 - 11.7.2. may not be used as evidence in proceedings before, or presented to, the Waitangi Tribunal, any court, or any other judicial body or tribunal.
- 11.8. Clause 11.7.2 does not exclude the jurisdiction of a court, tribunal or other judicial body in respect of the interpretation or enforcement of this deed.

TERMINATION

- 11.9. The Crown or the governance entity may terminate this deed, by notice to the other, if –
 - 11.9.1. the settlement legislation has not come into force within minimum of 30 months months after the date of this deed; and

11: NGĀ TURE O RUKUTIA TE MANA: SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

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

11.10. If this deed is terminated in accordance with its provisions –

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

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

11.10.3. this deed remains "without prejudice"; but

11.10.4. the parties intend that the on-account payment is taken into account in any future settlement of the historical claims.

12 NGĀ KĀTŪ WHAKAMĀRAMA: GENERAL, DEFINITIONS AND INTERPRETATION

GENERAL

- 12.1. The general matters schedule includes provisions in relation to –
- 12.1.1. the implementation of the settlement; and
 - 12.1.2. the Crown's –
 - (a) payment of interest in relation to the settlement; and
 - (b) tax indemnities in relation to redress; and
 - 12.1.3. giving notice under this deed or a settlement document; and
 - 12.1.4. amending this deed.

HISTORICAL CLAIMS

- 12.2. In this deed, historical claims –
- 12.2.1. means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that Ngāti Rangi, or a representative entity, had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that –
 - (a) is, or is founded on, a right arising –
 - (i) from te Tiriti o Waitangi/the Treaty of Waitangi or its principles; or
 - (ii) under legislation; or
 - (iii) at common law, including aboriginal title or customary law; or
 - (iv) from fiduciary duty; or
 - (v) otherwise; and
 - (b) arises from, or relates to, acts or omissions before 21 September 1992 –
 - (i) by, or on behalf of, the Crown; or
 - (ii) by or under legislation; and
 - 12.2.2. includes every claim to the Waitangi Tribunal to which clause 12.2.1 applies that relates exclusively to Ngāti Rangi or a representative entity, including the following claims –
 - (a) Wai 151 - Ngāti Rangi comprehensive claim:
 - (b) Wai 277 - Raetihi and Mangaturuturu blocks claim:

12: NGĀ KĀTŪ WHAKAMĀRAMA: GENERAL, DEFINITIONS AND INTERPRETATION

- (c) Wai 467 - Tongariro National Park claim:
 - (d) Wai 544 - Mākotuku and Ruapehu Survey Districts claim:
 - (e) Wai 569 - Murimotu 3B1a No 1 Block claim:
 - (f) Wai 1250 - Ngāti Rangi (Paerangi-i-te-Whare-toka) claim:
 - (g) Wai 1263 - Waiouru Army Base, Tongariro Power Development, Karioi State Forest and Railway Lands claim:
 - (h) Wai 2205 - Rangiwaia 4F Block claim:
 - (i) Wai 2275 - Ngāpākihi 1T Block claim; and
- 12.2.3. includes every other claim to the Waitangi Tribunal to which clause 12.2.1 applies, so far as it relates to Ngāti Rangi or a representative entity, including the following claims –
- (a) Wai 48 - Waimarino Block claim:
 - (b) Wai 81 - Waihaha and others lands claim:
 - (c) Wai 146 - Kings Country lands claim:
 - (d) Wai 221 - Waimarino No 1 block and railway lands claim:
 - (e) Wai 759 - Whanganui Vested Lands claim:
 - (f) Wai 1632 - Raketapauma Block claim.
- 12.3. However, historical claims does not include the following claims –
- 12.3.1. a claim that a member of Ngāti Rangi, or a whānau, hapū, or group referred to in clause 12.6.2, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in clause 12.6.1:
 - 12.3.2. a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 12.3.1:
 - 12.3.3. any claim a member of Ngāti Patutokotoko may have to the extent that a claim is, or is founded on, a right arising from being descended from an ancestor other than a Ngāti Rangi ancestor as defined in clause 12.7.2.
- 12.4. To avoid doubt, clause 12.2.1 is not limited by clauses 12.2.2 or 12.2.3.
- 12.5. To avoid doubt, nothing in this deed or the settlement legislation will –
- 12.5.1. extinguish or limit any aboriginal title or customary right that Ngāti Rangi may have; or
 - 12.5.2. constitute or imply an acknowledgement by the Crown that any aboriginal title or customary right exists; and

12: NGĀ KĀTŪ WHAKAMĀRAMA: GENERAL, DEFINITIONS AND INTERPRETATION

12.5.3. except as provided in this deed or the settlement legislation –

- (a) affect a right that Ngāti Rangi may have, including a right arising –
 - (i) from Te Tiriti o Waitangi or its principles; or
 - (ii) under legislation (including the Marine and Coastal Area (Takutai Moana) Act 2011); or
 - (iii) at common law (including in relation to aboriginal title or customary law); or
 - (iv) from a fiduciary duty; or
 - (v) otherwise; or
- (b) be intended to affect any action or decision under the deed of settlement between Māori and the Crown dated 23 September 1992 in relation to Māori fishing claims; or
- (c) affect any action or decision under any legislation and, in particular, under the following legislation giving effect to the deed of settlement referred to in clause 12.5.3(b) –
 - (i) Treaty of Waitangi (Fisheries Claims) Settlement Act 1992:
 - (ii) Fisheries Act 1996:
 - (iii) Māori Fisheries Act 2004:
 - (iv) Māori Commercial Aquaculture Claims Settlement Act 2004.

NGĀTI RANGI

12.6. In this deed, Ngāti Rangi means –

- 12.6.1. the collective group composed of individuals who descend from one or more of Ngāti Rangi's ancestors; and
- 12.6.2. every whānau, hapū, or group to the extent that it is composed of individuals referred to in clause 12.6.1, including the following groups –
 - (a) Ngāi Tuhi Ariki:
 - (b) Ngāti Hīoi:
 - (c) Ngāti Parenga:
 - (d) Ngāti Rangi-ki-tai:
 - (e) Ngāti Rangihaereroa:

12: NGĀ KĀTŪ WHAKAMĀRAMA: GENERAL, DEFINITIONS AND INTERPRETATION

- (f) Ngāti Rangipoutaka:
- (g) Ngāti Rangiteauria:
- (h) Ngāti Rangituhia:
- (i) Ngāti Tongaiti
- (j) Ngāti Tui-o-Nuku:
- (k) Uenukumanawawiri:
- (l) Ngāti Patutokotoko; and

12.6.3. every individual referred to in clause 12.6.1.

12.7. For the purposes of clause 12.6.1 –

12.7.1. a person is descended from another person if the first person is descended from the other by –

- (a) birth; or
- (b) legal adoption; or
- (c) Māori customary adoption in accordance with Ngāti Rangi's tikanga (Māori customary values and practices); and

12.7.2. Ngāti Rangi's ancestor means an individual who –

- (a) exercised customary rights by virtue of being descended from:
 - (i) Paerangi-i-te-Whare-Toka (also known as Paerangi or Paerangi-o-te-Moungaroa); and
 - (ii) Taiwiri (including her three principal children: Rangituhia, Rangiteauria and/or Uenukumanawawiri); or
 - (iii) Ururangi; or
 - (iv) Tāmuringa; or
 - (v) a recognised ancestor of any of the hapū listed in clause 12.6.2; and
- (b) exercised customary rights predominantly in relation to the Ngāti Rangi area of interest after 6 February 1840.

12.7.3. customary rights means rights according to Ngāti Rangi tikanga (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.

12: NGĀ KĀTŪ WHAKAMĀRAMA: GENERAL, DEFINITIONS AND INTERPRETATION

MANDATED BODY

12.8. In this deed, **signatories of the Ngāti Rangi Trust** means the following individuals –

- 12.8.1. Shar Harold Koroniria Amner:
- 12.8.2. Kemp Matthew Dryden:
- 12.8.3. Soraya Waiata Peke-Mason:
- 12.8.4. Keria Ngakura Ponga:
- 12.8.5. Raana Virginia Mareikura:
- 12.8.6. Brendon Corey Jah Fari Morgan:
- 12.8.7. Cassandra Kathleen Katarina Reid:
- 12.8.8. Deborah Mereana Te Riaki:
- 12.8.9. Toni James Davis Waho:
- 12.8.10. Janeita Hildalene Wheturautau Wilson:
- 12.8.11. Carl Adrian Wilson:
- 12.8.12. Che Philip Wilson.

ADDITIONAL DEFINITIONS

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

INTERPRETATION

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

SIGNED as a deed on [date]

SIGNED for and on behalf of)
NGĀTI RANGI TRUST by the signatories)
in the presence of:)

Shar Harold Koroniria Amner

Signature of Witness

Witness Name

Kemp Matthew Dryden

Occupation

Soraya Waiata Peke-Mason

Address

Keria Ngakura Ponga

Raana Virginia Mareikura

Brendon Corey Jah Fari Morgan

Cassandra Kathleen Katarina Reid

Deborah Mereana Te Riaki

Toni James Davis Waho

Janeita Hildalene Whetura tau Wilson

Carl Adrian Wilson

Che Philip Wilson

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

Hon Christopher Finlayson

Signature of Witness

Witness Name

Occupation

Address

by the **Minister of Finance** (only in relation to)
the tax indemnities), in the presence of:)

Hon Steven Joyce

Signature of Witness

Witness Name

Occupation

Address