

**TE ĀTIAWA O TE WAKA-A-MĀUI**

**and**

**TE ĀTIAWA O TE WAKA-A-MĀUI TRUST**

**and**

**THE CROWN**

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**DEED OF SETTLEMENT OF  
HISTORICAL CLAIMS**

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**21 December 2012**

## PURPOSE OF THIS DEED

This deed:

- sets out an account of the acts and omissions of the Crown before 21 September 1992 that affected Te Ātiawa o Te Waka-a-Māui and breached the Treaty of Waitangi and its principles;
- provides an acknowledgment by the Crown of the Treaty breaches and an apology;
- settles the historical claims of Te Ātiawa o Te Waka-a-Māui;
- specifies the cultural redress, and the financial and commercial redress, that is to be provided in settlement to the Te Ātiawa o Te Waka-a-Māui Trust, which has been approved by Te Ātiawa o Te Waka-a-Māui as the governance entity to receive the redress;
- includes definitions of:
  - the historical claims; and
  - Te Ātiawa o Te Waka-a-Māui;
- 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

**TE ĀTIAWA O TE WAKA-A-MĀUI**

and

**TE ĀTIAWA O TE WAKA-A-MĀUI TRUST**

and

**THE CROWN**

## 1 BACKGROUND

### NEGOTIATIONS

- 1.1 Te Ātiawa Manawhenua ki Te Tau Ihu Trust gave the mandated negotiators a mandate to negotiate a deed of settlement between Te Ātiawa o Te Waka-a-Māui and the Crown and submitted a deed of mandate to the Crown in December 2005.
- 1.2 The Crown recognised the mandate on 3 October 2006.
- 1.3 The mandated negotiators and the Crown:
  - 1.3.1 by terms of negotiation dated 27 November 2007, agreed the scope, objectives, and general procedures for the negotiations;
  - 1.3.2 by letter of agreement with Tainui Taranaki ki te Tonga Limited dated 11 February 2009, signed by Sharon Barcello-Gemmell and Harvey Ruru on behalf of the Te Ātiawa Manawhenua ki Te Tau Ihu Trust, agreed, in principle, that Te Ātiawa o Te Waka-a-Māui and the Crown were willing to enter into a deed of settlement on the basis set out in the letter of agreement; and
  - 1.3.3 since the letter of agreement, have:
    - (a) had extensive negotiations conducted in good faith; and
    - (b) negotiated and initialled a deed of settlement.
- 1.4 The negotiation of this deed of settlement has formed part of a wider process of settling the historical claims of Te Ātiawa o Te Waka-a-Māui, Ngāti Tama ki Te Tau Ihu, Ngāti Rārua, Ngāti Kōata, Ngāti Kuia, Rangitāne o Wairau, Ngāti Apa ki te Rā Tō and Ngāti Toa Rangāria. This regional context is reflected in various aspects of this deed of settlement (including the joint redress).

### RATIFICATION AND APPROVALS

- 1.5 Te Ātiawa o Te Waka-a-Māui have, since the initialling of the deed of settlement, by a majority of:
  - 1.5.1 92%, ratified this deed;
  - 1.5.2 84%, approved its signing on their behalf by the mandated signatories, the trustees of the Te Ātiawa o Te Waka-a-Māui Trust; and
  - 1.5.3 82%, approved the trustees of the Te Ātiawa o Te Waka-a-Māui Trust to receive the redress.
- 1.6 Each majority referred to in clause 1.5 is of valid votes cast in a ballot by eligible members of Te Ātiawa o Te Waka-a-Māui.
- 1.7 The trustees of the Te Ātiawa o Te Waka-a-Māui Trust approved entering into, and complying with, this deed by resolution of the trustees on 19 December 2012.

1: BACKGROUND

- 1.8 The Crown is satisfied:
- 1.8.1 with the ratification and approvals of Te Ātiawa o Te Waka-a-Māui referred to in clauses 1.5.1 to 1.5.3; and
  - 1.8.2 with the Te Ātiawa o Te Waka-a-Māui trustees' approval referred to in clause 1.7; and
  - 1.8.3 that the Te Ātiawa o Te Waka-a-Māui trustees are appropriate to receive the redress.
- 1.9 The ratification process referred to in clauses 1.5 to 1.7, as it relates to the draft settlement bill, covers only:
- 1.9.1 those parts of the draft settlement bill that relate specifically to Te Ātiawa o Te Waka-a-Māui; and
  - 1.9.2 those general parts of the draft settlement bill that apply to Te Ātiawa o Te Waka-a-Māui.

**AGREEMENT**

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

## 2 HISTORICAL ACCOUNT

- 2.1 The Crown's acknowledgements and apology to Te Ātiawa o Te Waka-a-Māui in part 3 are based on this historical account. Paragraphs 2.2 to 2.11 and 2.81 of the historical account are recorded in te reo Māori and in English.

Tamarau nō runga i te rangi	Tamarau from the heavens above
Heke iho ki raro ki te whakamarimari,	Came down to make love and waited
tē tatari ai	Until he could have Rongo-u-eroa to
Te hurahanga o te tāpora o	wife
Rongoueroa	She is our Kuia! She is our Kuia!
Taku kuia e, taku kuia e	This therefore is the consecrated
Te ara o taku tupuna i tohi ai au	Pathway of my ancestors
Ko Te Ātiawa nō runga i te rangi	Te Ātiawa from the heavens above
Te toki, tē tangatanga i te rā	The adze (of Tamarau) which can
Taringa mangō, ko te kete ngē	remove
Hue hā, hue hā.	The very sun from its axis

### Kupu whakataki

- 2.2 I ahu mai a Te Ātiawa o Te Waka-a-Māui i te rohe o Taranaki i Te Ika-a-Māui. Nō ngā tau tōmua o te tekau tau atu i 1820 i pakanga ngā iwi o Taranaki me Kāwhia. Nāwai, ka tautoko, ka whai ētehi o Te Ātiawa i ō rātou huānga nō ētehi atu iwi o Taranaki me Kāwhia kia heke ki te tonga, ki Te Ūpoko o Te Ika-a-Māui. Mai i reira, i te tōmuritanga o te tekau tau atu i 1820, whai iho i ngā pakanga ki ngā iwi nō runga i te waka i a Kurahaupō e noho ana ki taua rohe, ka whakaekengia, ka nōhia e Te Ātiawa me ētehi atu iwi a Te Tau Ihu o Te Waka a Māui (te pito whaka-te-raki o Te Waipounamu).
- 2.3 Nō muri i te whakaekenga o Te Tau Ihu he wāhanga nui tonu o Te Ātiawa i whakawhiti i Te Moana o Raukawakawa kia noho ki te taha o ō rātou whanaunga. Nō konei ka hora te mana me te rangatiratanga o Te Ātiawa, ka whai take tuku iho ki ngā whenua me te moana i Tōtaranui (Queen Charlotte Sound), i Waitohi, i Anamahanga (Port Gore), i Te Tai o Aorere (Tasman Bay), i Wakatū, i Motueka, i Mōhua (Golden Bay) me Te Tai Tapu.
- 2.4 Tatū rawa iho ki ngā tau tōmua o te tekau tau atu i 1830, nā te ringa kaha toa nui me te ahi kā, ka tūturu te noho a Te Ātiawa ki Tōtaranui me te motu o Arapaoa. Waihoki, ka hōrapa a Te Ātiawa ki ngā takiwā o Te Tai o Aorere, o Mōhua, o Te Tai Tapu, i te taha o ngā iwi i whakaeke tahi mai te raki. Torotoro ai ēnei here ki ngā tai o te rāwhiti me te uru. Kaha a Te Ātiawa ki te tukituki i āna ahi kā i Te Waka-a-Māui me Te Ika-a-Māui; nā tēnei, ka whīwhiwhi te āhua o ngā tika a Te Ātiawa. Nā te whakatū kāinga, te tanu i ngā mate ki ngā wāhi i whakatapua hei urupā, te tapa ingoa ki ngā wāhi nui, te haere ngātahi o te ahurea me ngā kaupapa tōrangapū me te taha wairua ki te taiao, ka titia kia whai pakiaka te whakapapa o Te Ātiawa ki te whenua, ki te taiao. Whāia, ka noho a Te Ātiawa hei kaitiaki o ōna whenua me ngā rawa, i raro tonu i ngā tikanga a Te Ātiawa.
- 2.5 Hei ngā wā e tika ana, hokihoki tonu ai ētehi o te iwi ki Te Ika-a-Māui ki te tautoko me te hāpai i ngā whānaunga i ngā hapū me te iwi i noho atu rā. Ko ētehi o te hunga nei ka noho atu ki Te Ika-a-Māui, ko ētehi ka hoki mai ki ō rātou whenua i Te Tau Ihu ki te taha o te hunga i noho ki te tukituki i ngā ahi kā.



2: HISTORICAL ACCOUNT

2.6 Ko Te Moana Tāpokopoko a Tāwhaki, Te Moananui-a-Kiwa me Te Moana o Raukawakawa, koirā ngā huarahi haerea ai e Te Ātiawa o Te Waka-a-Māui, inarā he iwi noho tai. Tatū rawa ki ēnei rā ka noho taonga whakahirahira tonu ki a Te Ātiawa te takutai, te takere me ngā ara o te moana.

**Te nohoanga a Te Ātiawa - a Tōtaranui, a Whakatū, a Motueka me Mōhua.**

2.7 Tatū rawa ki te tau 1840, ko ngā nōhanga o Te Ātiawa i te raki o Te Waipounamu ka tū tata ki ngā mahinga kai me ngā whenua pai hei ngaki māra, hei ārai hoki i ngā ākinga a te hoariri. Tērā ngā nōhanga tū tata ki ngā teihana patu tohorā kia aha ai, kia taea ai te tauhokohoko mō te pū, mō te paraikete, aha atu.

2.8 Ko ētehi o ngā wāhi tōmua i nōhia e Te Ātiawa i te takiwā o Tōtaranui, ko Whekenui me Okukari, i raro i te rangatira i a Whitikau. Ka tū ki Point Jackson, Port Gore me Anahou ngā pā o Ngāti Hinetuhi, i raro i te rangatira a Ngarewa. Ka noho a Puketapu me Ngāti Te Whiti ki East Bay, i Anakiwa me Ngākuta ko ngā pā o Ngāti Rāhiri. Ko te rangatira rā a Ropoama rātou ko tana wahine a Neta Toea me tana hapū ngā tāngata tuatahi ake o Te Ātiawa kia noho ki Waitohi.

2.9 Hīia ai e Te Ātiawa ngā wai o Whakatu, ko ō rātou māra kai ki Whakatū me Waimeha. Ka noho a Puketapu me Kaitangata hapū o Te Ātiawa ki Motueka i raro i a Horoatua. Whakaturia anōtia ai he kāinga mō Te Ātiawa ki Marahau i te raki, e Wi Parana rāua ko Rāwiri Putaputa me ō rāua whānau.

2.10 Ka noho a Henare Te Keha me ōna huānga o Te Ātiawa ki Turimawiri i te tonga o te kokoru o Whangau takiwā ki Mōhua (Golden Bay). He kāinga anō i whakaturiā ki Aorere, Pariwhakaoho, Pakawau me Whanganui. Ko Te Koihua, ko Tāmati Pirimona, ko Rāwiri Wātino, ko Te Hunahuna ngā rangatira o Te Ātiawa i ēnei takiwā.

2.11 Tae rawa ki te tau 1840, kua whanake a Te Ātiawa o Te Waka-a-Māui he iwi kaha, he iwi kakama, he iwi pakari e pūmaū ana ki ā rātou anō tikanga, ahurea, tōrangapu, ōhanga hei ārahi i a rātou mahinga i ngā rawa o te whenua me te moana o Te Tau Ihu.

**Introduction**

2.2 Te Ātiawa o Te Waka-a-Māui originated from the Taranaki region of the North Island. In the early 1820s the Taranaki and Kāwhia regions experienced inter-tribal warfare. Sections of Te Ātiawa agreed to support and accompany their whanaunga (relations) from other Taranaki and Kāwhia iwi in southward migrations to Te Upoko o Te Ika (the southern North Island). From the lower North Island, Te Ātiawa and the other iwi invaded and settled in Te Tau Ihu o Te Waka-a-Māui (the northern South Island) in the late 1820s after a series of victorious battles against the resident Kurahaupō peoples.

2.3 Following the invasion of Te Tau Ihu a large number of Te Ātiawa crossed Te Moana o Raukawakawa (Cook Strait) to settle with their kin. Through this process, Te Ātiawa established their mana and rangatiratanga and acquired customary rights over whenua and moana at and around Tōtaranui (Queen Charlotte Sound), Waitohi, Anamahanga (Port Gore), Te Tai o Aorere (Tasman Bay), Whakatu, Motueka, Mōhua (Golden Bay) and Te Tai Tapu.

2.4 By the early 1830s, Te Ātiawa were firmly based throughout Tōtaranui and Arapaoa Island, claiming this area as its primary conquerors and by right of occupation. Te Ātiawa had also established themselves in and about Te Tai o Aorere, Mōhua and Te Tai Tapu amid a fluid array of relationships with the other northern iwi who had taken part in the invasion. These relationships further extended into and along both

2: HISTORICAL ACCOUNT

the west and east coasts. The mobility of Te Ātiawa between their settlements in Te Waka-a-Māui and the North Island resulted in a very complex pattern of rights. Te Ātiawa whakapapa became embedded in the whenua through residence, the establishment of urupā, the placing of names on iconic geographical features, and the development of socio-cultural, socio-political and spiritual relationships with their natural environment. Te Ātiawa exercised kaitiakitanga according to Te Ātiawa custom over their land and resources.

- 2.5 Those who settled continued to maintain strong links with whānau in the North Island and travelled back there at various times to fulfil their tikanga obligations to support whānau / hapū / iwi whenever the need arose. While some remained in the North Island, others returned to their whenua in Te Tau Ihu and to support the whānau who had been left on the ground to keep the home fires burning.
- 2.6 The Tasman Sea, Pacific Ocean and the Cook Strait were the great highways for Te Ātiawa, who were by geographical choice and necessity, coastal dwellers. Te Ātiawa continue to place high cultural and historical values upon the foreshore, seabed and coastal and maritime waterways.

**Te Ātiawa Settlement - Tōtaranui, Whakatū, Motueka, Mōhua**

- 2.7 Te Ātiawa settlement of the northern South Island, prior to 1840, was strategically placed to maximise access to natural food resources and to provide sufficient land for cultivation and defend against possible attack. Settlements located near European whaling stations enabled Te Ātiawa to exchange produce for muskets, blankets and other goods.
- 2.8 Among the first places to be occupied by Te Ātiawa within Tōtaranui were Whekenui and Okukari with communities there led by the rangatira, Whitikau. Point Jackson, Port Gore and Anahou were the principal pā sites of Ngāti Hinetuhi, held under the rangatira, Ngarewa. Puketapu and Ngāti Te Whiti settled East Bay, and Ngāti Rāhiri occupied pā at Anakiwa and Ngākuta. Rangatira Ropoama and his wife, Neta Toea and their hapū, were the first Te Ātiawa to settle at Waitohi.
- 2.9 Te Ātiawa fished the waters in and around Whakatū, and established mahinga kai at both Whakatū and Waimeha. Te Ātiawa settled at Motueka under Horoatua and the Puketapu and Kaitangata hapū. A Te Ātiawa settlement was also established further north at Marahau, under Wi Parana, Rawiri Putaputa and their families.
- 2.10 In Mōhua (Golden Bay) Hēnare Te Keha and his Te Ātiawa relatives settled at Turimawiri, south of Whanganui Inlet. Other settlements were established at Aorere, Pariwhakaoho, Pakawau and Whanganui. The principal Te Ātiawa chiefs at these places were Te Koihua, Tāmati Pirimona, Rāwiri Wātino and Te Hunahuna.
- 2.11 By 1840, Te Ātiawa o Te Waka-a-Māui were a powerful, dynamic and robust society with social, cultural, political and economic institutions that regulated all facets of Te Ātiawa life including their use of and access to the land, the sea and associated resources within Te Tau Ihu.

**New Zealand Company Transactions, 1839**

- 2.12 In May 1839, the New Zealand Company was established in London. It sought to establish settlements in New Zealand. By this time, the British Government had told the Company that it intended to acquire sovereignty over New Zealand and establish its sole right to purchase land. The New Zealand Company hastily despatched

## TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT

### 2: HISTORICAL ACCOUNT

representatives to New Zealand to acquire large tracts of land before annexation occurred.

- 2.13 Two New Zealand Company transactions affected Te Ātiawa in Te Tau Ihu. The first was the Kāpiti deed which was transacted in October 1839 with other iwi. The second was the Queen Charlotte Sound deed, signed by thirty Te Ātiawa chiefs in Tōtaranui (Queen Charlotte Sound) in November 1839. Negotiations between Colonel William Wakefield, the leader of the New Zealand Company expedition, and Te Ātiawa at Tōtaranui went on for several days and payment was made in goods, including military equipment. Weaponry was a highly desired commodity as the battle of Kūititanga had been fought less than a month earlier and a state of war continued.
- 2.14 Both the Kāpiti and Queen Charlotte deeds were written in English and only orally translated into Māori. Each deed covered the same area, taking in the lower North Island and upper South Island. The deeds included a promise that a portion of the land “suitable and sufficient for the residence and proper maintenance of the said chiefs, their tribes and families” would be reserved for them.

#### Te Tiriti o Waitangi and British Law

- 2.15 In January 1840, Lieutenant Governor William Hobson, proclaimed that the Crown would only recognise land titles derived from it and would establish a commission to investigate the validity of any land transactions that had already occurred between settlers and Māori, including the New Zealand Company's deeds.
- 2.16 Reverend Henry Williams travelled to Tōtaranui in May 1840 with a copy of Te Tiriti o Waitangi for local Māori to sign. Twenty-seven rangatira, most if not all of them Te Ātiawa, signed at Tōtaranui on 4 and 5 May, including Huriwhenua, who Williams described as the ‘Principal Chief of Queen Charlotte’s Sounds’. According to Te Ātiawa, the Treaty may have been signed at Merokihengahenga, a pā that belonged to Te Tupe, a Te Ātiawa rangatira and signatory to the Treaty. Other Te Ātiawa rangatira who signed included:

Signatories Te Tiriti o Waitangi, Tōtaranui 1840					
4th May 1840			5th May 1840		
Toheroa	Rewa	Te Tupe	Huriwhenua	Taukina	Punga
Watino	Tuterapouri	Tapotuku	Iwikau	Ngakirikiri	Nga Taraheke
Taiaho	Ti Kaukau	Kaparangi	Te Rangowaka	Pikau	Maru
Te Orakaa	Inana	Hone	Potiki	Anara	Te Uapiki
Te Tairarau	Ngaoranga		Karaka		

#### The New Zealand Company Settlements

- 2.17 From early 1840, the New Zealand Company turned its attention to establishing its settlers in the Port Nicholson (Wellington) settlement, but faced a variety of disputes with local Māori in doing so. Meanwhile, the Company began discussing its land claims with the British Government.

2: HISTORICAL ACCOUNT

- 2.18 In November 1840, the New Zealand Company and the British Government negotiated an arrangement to provide land by Crown grant to the Company in New Zealand on the basis that the Company had spent large sums of money associated with colonisation, including the purchase of land. When entering into the arrangement, the Crown appeared to have assumed that the Company's transactions were valid. Under the arrangement, the Crown would grant the Company four acres of land for every pound spent on its colonisation operations. The lands to be granted to the Company were to be in the vicinity of Port Nicholson and New Plymouth. The arrangement indicated that the Crown would make reserves "for the benefit of" Māori out of any of the above land granted "according to the tenor" of any such stipulations already made by the Company. In respect of "all other lands", the Crown reserved to itself the ability to make arrangements it considered were "just and expedient for the benefit of" Māori.
- 2.19 Despite this agreement, the British Government still required the Land Claims Commission to investigate the validity of the Company's transactions before it would be awarded any land.
- 2.20 In January 1841, the Crown appointed William Spain as a Land Claims Commissioner. He was charged with the responsibility of investigating all pre-1840 land purchases, including the validity of the New Zealand Company's claims. Spain arrived in New Zealand in December 1841, and began his investigations with the Company's claims to Wellington five months later.
- 2.21 In February 1841, the Company issued a prospectus for its Nelson settlement. It proposed the settlement would contain 1,100 allotments of 201 acres, each comprising a one-acre town section, a 50-acre suburban section and a 150-acre rural section. One thousand lots were intended for the Company and its settlers, and 100 were to be reserved for Māori. In August 1841, Governor Hobson visited Wellington and became aware that many Māori were disputing the Company's transactions. In October, a New Zealand Company expedition, led by Arthur Wakefield, arrived at Kaiteriteri in Tasman Bay and began a search for the 221,100 acres the Company needed to fulfil its plan. After a few weeks of exploring the district it was determined that Whakatū would be the site for the Company's township at Nelson.
- 2.22 Throughout October and November 1841, Wakefield held a series of meetings with the various tāngata whenua groups of the Te Tai o Aorere district. Members of Te Ātiawa were among those who attended hui at Kaitereterere, Motueka and other places. Like other iwi in the area, Te Ātiawa expressed an interest in deriving benefits that would arise from the establishment of European settlement, but also contested the meaning and validity of the Company's 1839 transactions. Wakefield distributed gifts at the hui, describing them as 'a present upon settling on the land'.
- 2.23 The first New Zealand Company settlers arrived in Nelson in February 1842. Te Ātiawa were among the local Māori who helped establish the new township. They assisted with the construction of houses and established trading relationships with Pākehā who relied greatly on local Māori for food, firewood and other provisions and services. Te Ātiawa brought in supplies and traded with the new settlers from established seasonal kāinga and nohoanga at Nelson, such as at Matangi Awhea (Auckland Point) and continued to fish seasonally at Whakatū as they had done in the past.
- 2.24 Several problems were exposed as settlement extended from Nelson into Moutere and Motueka from April 1842. A concern voiced by a Māori rangatira about encroachment onto their lands was noted by a Company surveyor. The surveyor gave assurances that the extensive Māori cultivations at Te Mātu (The Big Wood) would be retained by

2: HISTORICAL ACCOUNT

Māori. The Company included the potato cultivations at Te Mātu in its survey and those cultivations were then included in the land available for selection. Te Ātiawa consider that the land at Te Mātu should never have been included in the land for general selection.

- 2.25 Soon after the establishment of the Nelson settlement, 100 Nelson town sections (100 acres) and 100 suburban sections at Motueka and Moutere (5,000 acres) were selected as 'native reserves' for Māori. Areas occupied and cultivated by Māori were selected as 'native reserves'. However, because the order of selection was determined by ballot some areas containing Māori cultivations were not able to be selected as native reserves. From late 1842 and through 1843, there were a number of instances at Motueka in which local Māori obstructed Company settlers' attempts to occupy certain sections.
- 2.26 In 1842, the Company sought to extend the Nelson settlement further into Mōhua (Golden Bay). It convened a number of discussions with Māori between August and December, which Te Ātiawa attended. The Company began surveying in the Mōhua area in October 1842. That same month, local Māori obstructed the attempts of a small group of Nelson settlers to appraise the coal and lime deposits in the district, and a lime kiln was destroyed at Motupipi.

**The Spain Commission**

- 2.27 The Company's dealings in Te Tau Ihu placed some pressure on the Crown to resolve the Company's land claims. While conducting hearings in Wellington in June 1842, Commissioner Spain examined Company officials who, in 1839, had been involved with the Kāpiti and Queen Charlotte Sound deeds. Spain took further evidence on the Queen Charlotte Sound deed at a hearing in Otāki in April 1843 from the Te Ātiawa chiefs Reretawangawanga and Ngapuka.
- 2.28 In July 1844, Spain sent his interpreter to Te Tau Ihu to ascertain the views of resident Māori about the deeds affecting their land and the Company's claims to it. He consulted with Māori at Motueka, Whakatū (Nelson) and possibly at Croisilles Harbour north east of Nelson.
- 2.29 By the time Spain reached Nelson he had already conducted inquiries in other districts, and was regarded as reasonably informed on Māori custom. Spain's hearings at Nelson began on 19 August 1844 and ran for three days. No hearing was held at Tōtaranui, where the Queen Charlotte deed had been signed.
- 2.30 The first day of hearings at Nelson was adjourned without any evidence being taken because 'all the Natives had not arrived from Motueka'. During the following two days Spain heard from Company witnesses including one Māori witness. The Māori witness was not of Te Ātiawa descent and the only Māori witness heard. The Māori witness testified that only certain areas had been transferred for European settlement. At the conclusion of his evidence Company and Crown representatives told the court the witness was not telling the truth.
- 2.31 When the hearings reconvened the next morning, Colonel Wakefield asked Spain to suspend the inquiry and adopt an arbitration process that had already been used in other areas. Under previous instructions from the Government, Spain was authorised to arbitrate negotiations between a referee for the New Zealand Company and a referee for Māori in order to complete the Company's purchases. Spain was still required to act in accordance with legislation that required him to investigate and report on the claims of the Company.

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- 2.32 Spain immediately agreed to the Company's request to suspend the inquiry so that an additional payment to Māori could be negotiated. The Commissioner and two officials then discussed with those Māori present the prospect of the Sub-Protector of Aborigines negotiating a further payment from the Company. No further inquiry was made into the validity of the Company's land acquisitions in Te Tau Ihu.
- 2.33 As a result of the arbitration the Company paid £510 to iwi of Te Tau Ihu on 24 August 1844. That amount was divided as follows:
- (a) £200 for the chiefs of Motueka;
  - (b) £200 for those of 'Wakatū or Whakapuaka';
  - (c) £100 for 'Ngatiawa'; and
  - (d) £10 for the chief Ngapiko who was instrumental in persuading the chiefs to accept the arrangement.
- 2.34 Deeds of release recorded receipt of the payments made, and relinquishment of Māori claims to land at Wakatū, Waimea, Moutere, Motueka, Riwaka and Golden Bay. Certain Māori properties were excepted from the deeds including pā, cultivations, wāhi tapu and wāhi rongoa. Four Te Ātiawa signed the 'Ngatiawa' deed and received £100 on behalf of the signatories and the 'remaining Ngatiawa Natives'. This was probably a reference to Te Ātiawa at Motueka but possibly from Tōtaranui as well. The payment of this money was characterised by Spain as another gift to Māori in order to assist European settlement rather than further payment for the land.
- 2.35 The amount negotiated included an additional sum of £290 for Golden Bay Māori, who were absent from Spain's hearings and the arbitration negotiations. After several delays surrounding the payment and distribution of the money, the compensation was paid out in May 1846. A deed of sale, rather than a deed of release, was executed. A statement, likely given to a Golden Bay chief at the time the deed was signed, noted that pā, burial places and cultivations would be left out of the land chosen by Pākehā and some reserves would also be set aside.
- 2.36 Spain issued his final report on the Nelson inquiry on 31 March 1845. He recommended a total award of 151,000 acres to the Company around Whakatū, Waimea, Moutere, Motueka and Mōhua (Golden Bay). The Queen Charlotte Sound and Wairau districts were excluded. This recommendation was confirmed in the Crown's provisional deed of grant of 151,000 acres to the Company in July 1845. The Company, however, objected to several aspects of the grant. As a result, the 1845 Crown grant was subsumed and replaced by a Crown grant in 1848. The 1848 grant included the area included in the 1845 grant, the area covered by the 1847 Wairau purchase and some additional lands.

**CROWN ACQUISITION OF TE ĀTIAWA LANDS**

- 2.37 Following the New Zealand Company transactions and Spain's recommended award, the Crown began acquiring other Māori land and claims to land in Te Tau Ihu. Under the leadership of Governor Grey, Crown agents acquired most of the remaining Māori land in Te Tau Ihu between 1847 and 1856 through the Wairau, Waitohi, Pakawau and Te Waipounamu purchases.

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**The Waitohi Purchase, 1848-1850**

- 2.38 In 1846, Waitohi was identified as the most suitable site for a port for European settlers on the Wairau plain. However, Waitohi was Te Ātiawa's principal settlement on the mainland, situated at the head of Tōtaranui (Queen Charlotte Sound). Te Ātiawa occupied Waitohi under their chiefs Ropoama Te One, Te Moana and others, and had approximately 90 acres under cultivation. Te Ātiawa understood the benefits of having a European settlement nearby, and suggested Waikawa Bay as the site for the port. But Waikawa Bay was less suitable for a port and town so, in November 1848, the Company pressed for the Waitohi site while suggesting that Te Ātiawa relocate to Waikawa where a town might be established for them. Te Ātiawa rejected this proposal.
- 2.39 In December 1848, Governor Grey assisted the Company to negotiate a preliminary agreement with Te Ātiawa for the purchase of Waitohi. The agreement provided for Te Ātiawa to be paid £100. They were to relocate to Waikawa where the Government and the Company promised to lay out a new town which was to be Te Ātiawa residence "for ever". The Government and the Company also promised to erect a church in the town, and to prepare cultivations for Te Ātiawa at Waikawa of similar dimensions to those they had at Waitohi. If Te Ātiawa preferred to prepare the cultivations themselves, the Government and the Company promised to pay them for their labour. The preliminary agreement did not precisely define the boundaries of the land it discussed. A second agreement in March 1849 defined the boundaries of a 2,500 acre reserve at Waikawa. A Company official noted that, when discussing the boundaries of the reserve, Te Ātiawa expressed concern about being "removed so far" from Waitohi.
- 2.40 By the end of autumn 1849, the Company had failed to plough cultivations at Waikawa. This meant no crops could be planted for the coming summer. Te Ātiawa were also prohibited from planting any new crops at Waitohi, as the Crown was concerned they might not be able to persuade Te Ātiawa to vacate the land again. In November 1849, Te Ātiawa told a Company agent that the soil at Waikawa was unsuitable for their cultivations and they had instead cultivated on the other side of the Sound. Te Ātiawa requested a cash payment in lieu of the Company ploughing new cultivations at Waikawa. The Company agreed to pay an additional £200 for the cultivations Te Ātiawa were giving up at Waitohi.
- 2.41 The final purchase agreement was signed in March 1850. An attached plan showed the boundaries of the area to be sold. This was the first time the Government and Company had shown the boundaries of the land to be sold on a map. The total area purchased was around 7,500 acres. The cash payment to Te Ātiawa was £300 comprising the £100 agreed in December 1848, and the £200 the Company had agreed to pay for the cultivations. There were considerable delays in constructing the chapel that was promised to Te Ātiawa as part of the sale agreement. In 1858, Ropoama te One of Te Ātiawa requested that the church be built at Waitohi (Picton) instead of Waikawa. The chapel was finally completed at Waikawa in 1860.
- 2.42 As a result of the Waitohi purchase, Te Ātiawa relocated to Waikawa. Of the 2,500 acres reserved for Te Ātiawa only 300 acres were level and 200 acres suitable for cultivation. In 1855, a Crown official reported that Te Ātiawa wanted future reserves to be mixed with the sections of European settlers, rather than in single blocks like had been created at Waikawa. The land reserved for Te Ātiawa at Waikawa was ultimately considered to be insufficient for the present and future needs of the iwi.

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- 2.43 The Native Land Court investigated the ownership of the Waikawa reserve in 1889. It divided the township into 39 sections and the remainder of the reserve was divided into five large blocks and two small ones. The Native Land Court awarded land rights to Te Ātiawa individuals rather than to hapū or iwi. By 1919, every block except the two small ones had been partitioned. By the end of the twentieth century almost two-thirds of the village block, and approximately 85 per cent of the other blocks, had been alienated from Te Ātiawa ownership.

**The Pakawau Purchase, 1851-1852**

- 2.44 The Crown wanted to acquire the 96,000-acre Pakawau block, in western Golden Bay, because it was rich in minerals, particularly coal. The Crown wanted to complete a purchase before Maori became aware of the potential value of the minerals. Te Ātiawa was one iwi with whom the Crown negotiated. A deed of sale for £550 was concluded on 15 May 1852. The price reflected the limited agricultural value of the land only and not the potential value of the minerals it contained. Signatories included the Te Ātiawa chief Wiremu Kingi Te Koihua, who had asked for £1,000 when negotiations for the block began. The Crown reserved two areas totalling 265 acres from the block for the whānau of the Te Ātiawa chiefs, Wiremu Kingi Te Koihua and Matiaha Te Arohatahi.

**The Waipounamu Purchase, 1853-1856**

- 2.45 In 1853, the Crown set out to acquire most of the remaining Māori land interests in Te Tau Ihu. It began by entering negotiations and transacting a deed in August 1853 with another iwi at Porirua. The deed provided for £5,000 to be paid to all Māori with interests in Waipounamu, of which £2,000 was paid out at the time the deed was signed. The remaining £3,000 would be distributed among resident Māori. No Te Ātiawa names appear on the deed, but they were among the iwi named as recipients of the payment.
- 2.46 It was agreed at the time the 1853 deed was signed that a hui would be held in Nelson in January 1854 to arrange the distribution of the remaining money and fix the boundaries of the reserves. This did not occur. During 1854, Donald McLean, the Chief Land Purchase Commissioner, signed four deeds with mostly North Island Te Ātiawa for their interests in Te Tau Ihu. In March 1854, some Taranaki based Te Ātiawa agreed to sell their interests in Waitohi, the Waikawa reserve and the Tuamarina Valley to the Crown for £200. Later that month, three hapū of Te Ātiawa, also living in Taranaki, signed a deed conveying all their interests in Te Tau Ihu for £500. Two more deeds were signed with Te Ātiawa in November 1854. The first deed was with Ngāti Hinetuhi in Nelson for £100 which ceded selected areas in Queen Charlotte Sound. The second was with Te Ātiawa at Waikanae for their interests at Te Awaiti in the Tory Channel.
- 2.47 Following the signing of the deed in Nelson with Ngāti Hinetuhi, two Government officials were sent to eastern Te Tau Ihu to mark off reserves for the Māori residents. During late December 1854 and early January 1855, these officials visited, among other places, locations at Queen Charlotte Sound: Te Awaiti, Waikawa, Ngakuta and Onamaru. The Crown officials stated to Te Ātiawa that their lands had already been sold and that all that remained to be done was to lay off reserves. While some Te Ātiawa rebuffed any suggestion that their land had been sold by virtue of the initial 1853 deed, others indicated that they were willing to sell land but on their own terms. The officials also faced criticism over the Crown's payment in mid-December 1854 of a further £2,000 of the Waipounamu purchase money to rangatira of other iwi at a hui in



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Wellington. In the end only one reserve was marked out, at Port Gore for Ngāti Hinetuhi.

- 2.48 In February 1856, over two years after the initial 1853 deed was signed, Donald McLean came to Waikawa to complete the purchase of Te Ātiawa interests in the Sounds. By this time the Crown had paid out the entire £5,000 payment under the 1853 deed. Prior to travelling to Te Tau Ihu, McLean was authorised to spend a further £2,000 to complete the sale. At the Waikawa hui, Te Ātiawa rangatira asked McLean for a total price of £10,400 for the land. McLean told Te Ātiawa that the prices they asked for “could not be entertained” and he could not exceed a sum of £500. The Te Ātiawa rangatira were disappointed with this offer, observing it would not amount to more than sixpence for each of them. McLean replied “they were at liberty to either accept or reject the offer; that my mind was made up not to give more”. On 9 February, when one further request to have McLean increase his price to £1,000 was refused, Te Ātiawa agreed to accept his offer. Te Ātiawa entered into a deed of sale with the Crown which, for the sum of £500, transferred their remaining lands at Arapaoa and on the mainland to the Crown. In total, £613 was received by Te Ātiawa resident in Te Tau Ihu for the Waipounamu purchase, compared with £900 paid to non-resident Te Ātiawa for their interests.

**The Taitapu block**

- 2.49 In November 1855, the Taitapu block was excluded from a deed of sale signed by the Crown with two other iwi as part of the Waipounamu purchase. Although Te Ātiawa had resided on the block at Turimawiwi, they were not party to negotiations in 1862 to allow gold mining on Taitapu. In 1863, the Crown facilitated an agreement between Te Ātiawa and two other iwi after disputes arose over the distribution of mining licence fees. After ‘many stormy arguments’, Te Ātiawa agreed to give up all claims to money from mining licences on Taitapu, and to all of the land in this block except for “their old cultivations extending along the coast from Turimawiwi to Taumaro, and the country for one mile inland from the back boundary of those cultivations”. In 1873, the Crown took control of the block under the Gold Fields Act 1868. The Native Land Court later awarded the block solely to another iwi omitting any recognition of Te Ātiawa interests.

**Te Ātiawa Reserves**

- 2.50 As a result of transactions in the 1850s some 18,000 acres of land, set aside in sixteen blocks, was reserved for the occupation of Te Ātiawa in the eastern Marlborough Sounds - at Waikawa, in other parts of Queen Charlotte Sound, on Arapaoa Island and on the shores of the Tory Channel and at Port Gore.
- 2.51 The reserves were of generally poor quality for pastoral development. In 1865 a Crown official described the reserves as “of a very indifferent character, chiefly steep hillsides, with small patches, suitable for Native cultivation, scattered here and there on the shores of the sound.”
- 2.52 Since 1856, eight of the nine Queen Charlotte Sound reserves have been alienated in their entirety. Most were purchased by private parties over the twentieth century. The Crown acquired the 1,623 acre Iwituaroa reserve in 1916 and over 1,400 acres for scenery preservation purposes in 1908-1909 and 1967. Today only 60 acres of former reserve land in Queen Charlotte Sound remains in Māori ownership.
- 2.53 The Tory Channel and Arapaoa Island reserves were also substantially alienated over the course of the twentieth century through sales to private parties. Today, about 1,700 acres remain in Māori ownership.

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- 2.54 Te Ātiawa individuals also had interests in occupation reserves in Golden Bay, at Aorere (Collingwood), Pariwhakaoho and Motupipi. These reserves, totalling approximately 1,500 acres, had been created between 1842 and 1847. Following the Waipounamu agreements in the mid-1850s, a number of adjustments and enlargements were made to the reserves. In 1856, the Crown agreed that Merenako and Pene Miti Kaukau of Te Ātiawa were “to have 50 acres at Awarua” but no reserve was ever created. Much of the land reserved for Te Ātiawa in Golden Bay was also of poor quality. In the long term, the reserves were insufficient for Te Ātiawa to maintain their traditional cultivation practices or customary access to natural resources, and they were too small to be developed for agricultural and pastoral farming.

**Tenths Reserves**

- 2.55 In 1845, Commissioner Spain recommended that the 151,000 acres awarded to the New Zealand Company should ‘save and except’ all pā, burial places, cultivations and ‘native reserves’. The award provided that ‘the entire quantity of land so reserved’ for Māori was to be a tenth of the 151,000-acres awarded to the Company. These provisions were subsequently included in the Crown’s provisional grant to the New Zealand Company in 1845. The plan attached to the Crown grant only showed 5,100 acres of the 15,100 acres in total as native reserves. The 5,100 acres were those sections that had been selected in 1842 at Nelson, Moutere and Motueka. The remaining 10,000 acres of reserves had not been identified, surveyed or selected.
- 2.56 In 1847, in response to settler demands to reorganise the Nelson settlement and reduce the size of the settlement from 1,000 allotments to 530, the Crown agreed to a proportionate reduction in the number of one-acre township sections reserved for Māori at Nelson from 100 to 53. There is no evidence that Māori were consulted about the reduction in the number of reserves. The number of suburban sections reserved for Māori was left unchanged.
- 2.57 The extent of the Nelson settlement reserves was finalised in 1848 when the Crown provided a new and final grant to the New Zealand Company. This grant replaced the earlier 1845 Crown grant. The 1848 grant excepted and reserved “all pāhs, burial places, and Native reserves” defined on plans attached to the grant. Unlike the 1845 grant, it did not except one-tenth of the land granted as ‘native reserves’. The 1848 grant reserved at Nelson, Moutere and Motueka the 5,053 acres of township and suburban land that had already been selected as reserves. These areas later became known as the Nelson and Motueka ‘tenths’. The Crown grant also excepted and reserved areas in Golden Bay and the Wairau district. Following the 1848 grant no additional areas of land in Nelson and Motueka were created as native reserves. No rural tenths, as planned under the initial Company scheme, were ever reserved.
- 2.58 Within the areas reserved at Motueka, no clear distinction was drawn between land that was later used for occupation and use and endowment land that was used to produce an income. This failure created later confusion and an enduring set of problems.

**Motueka Occupied Reserves**

- 2.59 At Motueka and Moutere, the New Zealand Company originally included a number of pā and cultivations in the sections it surveyed. Most, but not all, of these areas had been selected in 1842 as ‘native reserves’. In 1844, Commissioner Spain considered that at the time of the Company’s arrival in Tasman Bay, Māori had stipulated they would retain ‘a certain portion’ of Te Mātu (The Big Wood) at Motueka and their pā and cultivations.

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- 2.60 During his Nelson hearing Commissioner Spain arranged that 400 acres of Motueka suburban sections at Te Mātu that had not been selected, be exchanged for an equivalent area of tenths reserves not occupied by Māori.
- 2.61 In 1848-1849, a further 300 acres of the Motueka tenths were similarly exchanged for settler and Company sections. The result of these exchanges was that Māori were able to occupy and cultivate certain reserved sections. This had the effect of reducing the amount of tenths land available to lease.
- 2.62 In 1854, the Commissioner of Crown Lands informed the Colonial Secretary that the area occupied by Māori at Motueka was 'much too limited for their wants'. Between 1856 and 1863, Crown officials allocated all or parts of 28 Motueka reserves, including some of those acquired through the 1844 and 1849 exchanges, to Māori for their occupation. Among the reserves allocated to Te Ātiawa individuals, four were allocated to Wi Parana 'and his people' at Marahau (Sandy Bay).
- 2.63 Despite these measures, all the reserves occupied by Te Ātiawa and other Māori remained part of the tenths estate, legally vested in the Crown and administered by Crown officials. These tenths were not separately granted to Māori, and Māori had no legal rights over the land they occupied. No reserves for occupation separate from the tenths were created for Māori in Nelson and Motueka. In 1861, a Crown official suggested that Te Ātiawa and other Māori be granted title to tenths land they occupied. No action was ever taken on this suggestion.

**Whakarewa Grant**

- 2.64 In July and August 1853, Governor Grey granted 918 acres of tenths land at Whakarewa, including tenths land occupied by Te Ātiawa and other Māori, along with some Crown land, to the Bishop of New Zealand for a school. Te Ātiawa may have occupied up to 181 acres of the land taken. No compensation was paid. The grant further reduced the amount of tenths reserves available to generate income for the estate. The school closed in May 1881. From 1881, Te Ātiawa and other Motueka Māori requested that the Crown return their Whakarewa lands. The Whakarewa lands were not returned until 1993. The Ngāti Rārua Ātiawa Iwi Trust Empowering Act vested the assets of the Whakarewa School Trust Board in the Ngāti Rārua Ātiawa Iwi Trust (NRAIT).

**Administration of Tenths Reserves**

- 2.65 From the 1840s, the Nelson and Motueka tenths were managed as an endowment for Māori. Te Ātiawa had negligible involvement in the administration of the tenths estate. It was not until 1893 that the beneficiaries of the tenths fund were identified by the Native Land Court. Te Ātiawa individuals were identified as beneficiaries and received a payment from the tenths fund based on their iwi's proportionate interest in the tenths. Over time, primarily due to succession, shareholdings in the tenths became increasingly fragmented and consequently of less economic value.
- 2.66 The Public Trustee took over administration of the Nelson tenths in 1882. The Public Trustee decided that the best way to generate income from the land reserved was to offer perpetually renewable leases. Through The Westland and Nelson Native Reserves Act 1887, the Crown empowered the Public Trustee to introduce perpetually renewable leases which became the principal form of leasing of the tenths reserves. Under this system there was no restriction on the number of times 21-year leases could be renewed. Rentals were tied to the valuation of the land and were infrequently reviewed. Over time the effects of inflation reduced rental returns and disadvantaged

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those with an interest in the rent. In 1920, the Native Trustee took over administration of the tenths. By 1929, apart from 138 acres of occupied tenths, all of the tenths were subject to perpetual leases.

- 2.67 Reductions in the tenths estate occurred over the second half of the twentieth century. In 1955 the Māori Reserved Land Act empowered the Māori Trustee to compulsorily acquire tenths shares deemed to be “uneconomic”. The Māori Affairs Amendment Act 1967 allowed the Māori Trustee to on-sell such interests to lessees. In 1970, the interests of 348 beneficiaries were acquired and on-sold to lessees. The Māori Affairs Amendment Act 1967 also authorised the Māori Trustee to sell reserves to lessees provided a proportion of the beneficiaries holding sufficient shares agreed to sell their interests. By 1975 the Māori Trustee had sold 1,308 acres of tenths land.
- 2.68 In 1977, the Crown empowered those Māori with an interest in the land to establish the Wakatu Incorporation. A majority of those persons agreed to become shareholders in the incorporation. The Māori trustee handed over 2,893 acres of tenths land to the incorporation.

**Landlessness**

- 2.69 An inquiry in 1886 identified landlessness as a significant problem for Marlborough Māori. The Government accepted responsibility to provide additional land. By 1896, the list of landless Marlborough Māori had increased from 245 (in 1887) to 681. Of these, 198 individuals had been allocated land within the Marlborough Sounds. This left 483 people still without land, including a number of Te Ātiawa.
- 2.70 In 1896, the Landless Native Commissioners granted a group of 38 Māori living at Kawatiri (Buller) land in the Whakapoai district. Most of the individuals granted land were listed as “Ngatiawa”. The member of the Legislative Council who petitioned on their behalf claimed they had been “entirely destitute of land” for the past 20 years. However, the Whakapoai land was never formally reserved and the grantees were never put in possession of their allotments. In 1974 the Crown included the land in the North-West Nelson State Forest Park.
- 2.71 In 1897, another 175 individuals were identified to receive land in Tennyson Inlet, a number of whom were of Te Ātiawa descent. However, before the lands were allocated or reserved the Crown decided that it was unsuitable for settlement and proposed to make it a scenic reserve instead. In 1921, the Crown paid compensation to the intended owners in lieu of the land.
- 2.72 In 1905, the remaining landless Māori in Marlborough, including fifty-five people of Te Ātiawa descent, were allocated land on Stewart Island. However, the reserves were never surveyed by the Crown and Te Ātiawa were never given possession. A later Commission of Inquiry described the provision of land on Stewart Island for landless Māori as a ‘cruel hoax’.

**Continuing Encroachments on Remaining Te Ātiawa Lands**

- 2.73 Despite the small amount of reserve land left to Te Ātiawa by the end of the nineteenth century, further land was lost through public works takings. The Waikawa reserve, originally of 2,500 acres, has been particularly affected. Firstly the Crown took land in the late nineteenth century for the Port Underwood Road. Then in 1912, the Crown took 133 acres for a rifle range. In 1949, the Crown deemed the area was no longer suitable for a rifle range, and declared it Crown land, rather than returning it to the original owners. Between 1953 and 1976, the Crown alienated some of the land,

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including 3 acres to another iwi. The remaining land (113 acres) was returned to the descendents of the original owners in 1990 and 1992. A further 305 acres of the Waikawa reserve was taken for a water catchment reserve in 1957. By 1999, 84.3 percent of the Waikawa Reserve had been alienated from Te Ātiawa ownership.

**Cultural Loss**

- 2.74 The lands reserved for Te Ātiawa were generally isolated from the new economy and of poor agricultural quality. During the nineteenth century, subsistence living, irregular employment and rents became the main supports for those who continued to live on the marginal lands reserved to them. The hardship and impoverishment that Te Ātiawa experienced help to explain continuing sales of their reserved lands.
- 2.75 In the late nineteenth and early twentieth century, reliance on seasonal and casual employment often led to irregular school attendance as families required their children to travel and work with them. Those that did attend school participated in an education system that sought to assimilate Te Ātiawa children into European culture and strongly discouraged the use of Te Reo and other aspects of Māori culture.
- 2.76 Loss of land and access to traditional sites and resources have been largely responsible for the cultural dislocation of Te Ātiawa and associated socio-economic disadvantages. Several other factors, not all in the Crown's control, have also contributed to this cultural dislocation. These include geographic isolation, as well as demographic shifts that saw Te Ātiawa quickly and substantially outnumbered in their own rohe.
- 2.77 In the twentieth century, new developments, like the pressures of successive Crown assimilation and integration policies and urbanisation, further exacerbated Te Ātiawa's cultural dislocation. Economic, health, housing, education and other indicators have long been poorer for Te Ātiawa than those for the general population. For Te Ātiawa, the loss of language and culture (Te Reo me ona Tikanga) was especially acute. Te Ātiawa people have attested not only to the loss of reo, loss of tūrangawaewae and loss of cultural knowledge and practices, but also to difficulties seeking reconnection to those things.

**Resource Management**

- 2.78 Te Ātiawa once actively managed the resources that they used. The exercise of kaitiakitanga was to preserve what Te Ātiawa tupuna fought for and obtained. For Te Ātiawa, kaitiakitanga are both rights and responsibilities associated with the land, sea and other resources within Te Waka a Mauī. Landlessness and cultural loss, however, restricted the ability and authority of Te Ātiawa to care for their natural environs. For example, access to mutton-birds in Golden Bay and Queen Charlotte Sounds was restricted by the ownership of certain islands passing to the Crown. Waikawa Bay was the site of the largest and most productive tidal estuary in Queen Charlotte Sound. In the late 1970s, the Crown approved the reclamation of an area of the bay to develop marina facilities. This activity destroyed at least two-thirds of the active kaimoana beds and transformed the Waikawa Stream from a meandering stream delta to a fixed channel. As a result of this environmental modification, Te Ātiawa lost access to an important food source and cultural site.
- 2.79 Despite this cultural dislocation, Te Ātiawa has maintained a piece of their cultural and spiritual heritage through their connectedness with their natural environs such as at Te Waikoropupu; a source of waiora and the den of the protective taniwha Huriawa. In recent times, a specific management plan was developed for Te Waikoropupu by the

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Department of Conservation at the request of Iwi. This has allowed Iwi to reconnect to this sacred place. Also, like so many of their coastal places, the Motupipi estuary and its adjacent mudflats and beaches were an important traditional food gathering site to Māori, including Te Ātiawa. In 1992 Iwi, including Te Ātiawa, and the Department of Conservation, were successful in preventing a refuse station from operating near the estuary.

- 2.80 Te Ātiawa hoped that the Resource Management Act 1991 would improve the resource management regime. This Act promised higher Iwi involvement in resource management. In Te Ātiawa's view, it has delivered very little because effective participation requires time and resources. As a result, Te Ātiawa consider that they are usually unable to have any real influence over the management and care of the environment that is so sacred to them.

**Conclusion**

- 2.81 Within three decades of Te Ātiawa rangatira signing the Treaty of Waitangi at Tōtaranui (Queen Charlotte Sound), extensive Crown purchases in Te Tau Ihu had left Te Ātiawa o Te Waka-a-Māui virtually landless. The small areas of reserve land left to Te Ātiawa were insufficient for Te Ātiawa to participate in the new economy, and were subject to further alienation over the twentieth century. The loss of land has impacted on Te Ātiawa's connection and access to many of their significance sites and resources. This has had a detrimental effect on the spiritual, economic and cultural wellbeing of Te Ātiawa as an Iwi.

**Kupu whakamutunga**

- 2.81 I te toru tekau tau atu i te hainatanga a Te Ātiawa i te Tiriti o Waitangi i Tōtaranui (Queen Charlotte Sound), nā ngā hokohoko a te Karauna i te nui whenua ki Te Tau Ihu, tata whenua kore te noho a Te Ātiawa o Te Waka-a-Māui. Pitopito noa te whenua i toe mai, tē whai wāhi a Te Ātiawa ki te ōhanga hou; i tua atu, kaikainga ai ēnei pitopito whenua i ngā tangohanga i te rau tau atu i 1900. Nā te kore whenua i pā te kino ki a Te Ātiawa, ōna here, te āheinga ki ngā wāhi nui me ngā rawa. Waihoki, ka pā te mate ki te wairua, te ōhanga me te ahurea o te Iwi o Te Ātiawa.

### 3 ACKNOWLEDGEMENTS AND APOLOGY

#### ACKNOWLEDGEMENTS

- 3.1 The Crown acknowledges that it has failed to deal with the longstanding grievances of Te Ātiawa in an appropriate way and that recognition of these grievances is long overdue.
- 3.2 The Crown acknowledges that it failed to adequately inform itself of and protect the interests, including the ongoing needs of Te Ātiawa during the process by which land was granted to the New Zealand Company in 1848, and this failure was a breach of the Treaty of Waitangi and its principles.
- 3.3 The Crown acknowledges that Waitohi, at the head of Tōtaranui (Queen Charlotte Sound), was Te Ātiawa's principal settlement on the mainland, and that:
- 3.3.1 the Crown's promise to survey a town at Waikawa was the main incentive for Te Ātiawa to finally agree to sell Waitohi and move to Waikawa;
  - 3.3.2 the Crown did not precisely define the boundaries of the land to be purchased in the preliminary 1848 agreement and did not show the boundaries of the purchase on a map until a deed was signed in 1850;
  - 3.3.3 the land set aside for Te Ātiawa at Waikawa was less suitable for their cultivations than the land they gave up at Waitohi; and
  - 3.3.4 the Crown did not fulfil its promise in the 1850 deed to build a chapel for Te Ātiawa at Waikawa until 1860.

The Crown acknowledges the sense of grievance felt by Te Ātiawa at having to relocate from Waitohi to Waikawa and that this grievance exists to the present day.

- 3.4 The Crown acknowledges that it sought to purchase the Pakawau block before Te Ātiawa and other Māori became aware of the potential value of its minerals, and the price paid reflected the agricultural value of the land only.
- 3.5 The Crown acknowledges that when it purchased most of the remaining Māori land in Te Tau Ihu between 1847 and 1856:
- 3.5.1 It did not negotiate with Te Ātiawa in Te Tau Ihu prior to signing the 1853 Te Waipounamu deed and applied heavy pressure in its negotiations with resident Te Ātiawa in 1856 to agree to the Waipounamu purchase; and
  - 3.5.2 It did not set aside adequate reserves for the present and future needs of Te Ātiawa in Te Tau Ihu.

The Crown acknowledges that it failed to adequately protect the interests of Te Ātiawa when purchasing their land and that this was a breach of the Treaty of Waitangi and its principles.

- 3.6 The Crown acknowledges that it did not include Te Ātiawa in its negotiations in 1862 to regulate gold mining on the Taitapu block.

3: ACKNOWLEDGEMENTS AND APOLOGY

- 3.7 The Crown acknowledges that in the reserves that became known as the Nelson and Motueka 'tenths' it failed to adequately provide for Te Ātiawa to control those lands they occupied and used, and failed to ensure that the area ultimately reserved was sufficient for the ongoing use and benefit of Te Ātiawa. The Crown acknowledges that these failures were in breach of the Treaty of Waitangi and its principles.
- 3.8 The Crown acknowledges that the grant of tenths land at Whakarewa in 1853 meant that some Te Ātiawa whānau had to move from land they were occupying at the time. The Crown further acknowledges that despite protests from Māori beginning in 1881 the Whakarewa lands were not returned until 1993.
- 3.9 The Crown acknowledges that:
- 3.9.1 Te Ātiawa had negligible involvement in the administration of the tenths reserves between 1842 and 1977; and
- 3.9.2 it was not until 1892, several decades after the establishment of the tenths, that the beneficiaries of the tenths fund were identified.
- 3.10 The Crown acknowledges that certain actions and omissions with respect to the administration of the Nelson and Motueka tenths reserves, including the imposition of a regime of perpetually renewable leases, and permitting the Māori Trustee to sell 'uneconomic interests' and tenths land in the twentieth century, resulted in prejudice to those Te Ātiawa who held a beneficial interest in the tenths reserves fund and were in breach of the Treaty of Waitangi and its principles.
- 3.11 The Crown acknowledges that the operation and impact of the native land laws on the reserves granted to Te Ātiawa, in particular the awarding of land to individual Te Ātiawa rather than to iwi or hapū, made those lands more susceptible to partition, fragmentation and alienation. This further contributed to the erosion of the traditional tribal structures of Te Ātiawa. The Crown failed to take adequate steps to protect those structures and this was a breach of the Treaty of Waitangi and its principles.
- 3.12 The Crown acknowledges that most of the reserves set aside for Te Ātiawa from the Waitohi and Te Waipounamu purchases have over time been alienated from Te Ātiawa ownership, including through Crown takings from their Waikawa reserve for public works, and from their Queen Charlotte Sound reserves for scenery preservation purposes.
- 3.13 The Crown acknowledges that members of Te Ātiawa were never issued title to land allocated to them on Stewart Island and at Whakapoai under the "landless natives" scheme. The Crown's failure to implement the scheme effectively meant that it did nothing to alleviate the landless position of those Te Ātiawa in Te Tau Ihu and this was a breach of the Treaty of Waitangi and its principles.
- 3.14 The Crown acknowledges that the cumulative effect of Crown actions and omissions left Te Ātiawa virtually landless. The Crown's failure to ensure that Te Ātiawa retained sufficient land for their present and future needs was a breach of the Treaty of Waitangi and its principles.
- 3.15 The Crown acknowledges that environmental modification and degradation, particularly in the Marlborough Sounds, has had a detrimental impact on sites of cultural and spiritual significance to Te Ātiawa and limited the ability of Te Ātiawa to access some of their traditional land and sea resources.



3: ACKNOWLEDGEMENTS AND APOLOGY

**APOLOGY**

- 3.16 The Crown makes the following apology to Te Ātiawa, and to their ancestors and descendants.
- 3.17 The Crown is deeply sorry that it has failed to live up to the obligations it accepted when more than twenty Te Ātiawa rangatira signed the Treaty of Waitangi at Tōtaranui (Queen Charlotte Sound) in May 1840.
- 3.18 The Crown profoundly regrets and apologises for its actions, which left Te Ātiawa virtually landless in Te Tau Ihu. The Crown recognises that by 1860 Crown land purchases in Te Tau Ihu had largely restricted Te Ātiawa to isolated reserves and marginalised the iwi from the new emerging economy. In particular the Crown regrets that when it arranged the purchase of Waitohi as the site of a town for settlers, this meant Te Ātiawa had to forsake their principal settlement in Tōtaranui.
- 3.19 The Crown acknowledges that it has failed to appropriately respect Te Ātiawa rangatiratanga. It is greatly remorseful that, over the generations to the present day, Crown actions have undermined your social and traditional structures, and your autonomy and ability to exercise your customary rights and responsibilities.
- 3.20 The Crown unreservedly apologises to Te Ātiawa for failing to honour its obligations under the Treaty of Waitangi. Through this apology the Crown seeks to atone for these wrongs and hopes that this settlement will mark the beginning of a new relationship with Te Ātiawa based on the Treaty of Waitangi and its principles.

## 4 SETTLEMENT

### ACKNOWLEDGEMENTS

- 4.1 Each party acknowledges that:
- 4.1.1 the other parties have acted honourably and reasonably in relation to the settlement; but
  - 4.1.2 it is not possible:
    - (a) to assess the loss and prejudice suffered by Te Ātiawa o Te Waka-a-Māui as a result of the events on which the historical claims are or could be based; or
    - (b) to fully compensate Te Ātiawa o Te Waka-a-Māui for all loss and prejudice suffered;
  - 4.1.3 Te Ātiawa o Te Waka-a-Māui intend their foregoing of full compensation to contribute to New Zealand's development; and
  - 4.1.4 the settlement is intended to enhance the ongoing relationship between Te Ātiawa o Te Waka-a-Māui and the Crown (in terms of the Treaty of Waitangi, its principles, and otherwise).
- 4.2 Te Ātiawa o Te Waka-a-Māui 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, the settlement legislation will provide that, on and from the settlement date:
- 4.3.1 the historical claims are settled;
  - 4.3.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and
  - 4.3.3 the settlement is final.
- 4.4 Except as provided in this deed or the settlement legislation, the parties' rights and obligations remain unaffected.
- 4.5 Without limiting clause 4.4, nothing in this deed or the settlement legislation will:
- 4.5.1 extinguish or limit any aboriginal title or customary right that Te Ātiawa o Te Waka-a-Māui may have; or
  - 4.5.2 constitute or imply an acknowledgement by the Crown that any aboriginal title or customary right exists; or

4: SETTLEMENT

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

4.6 Clause 4.5 does not limit clause 4.3.

**REDRESS**

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

4.7.1 is intended to benefit Te Ātiawa o Te Waka-a-Māui collectively; but

4.7.2 may benefit particular members, or particular groups of members, of Te Ātiawa o Te Waka-a-Māui if the Te Ātiawa o Te Waka-a-Māui trustees so determine in accordance with the Te Ātiawa o Te Waka-a-Māui Trust's procedures.

**IMPLEMENTATION**

4.8 The settlement legislation will, on the terms provided by sections 24 to 30 of the draft settlement bill:

4.8.1 settle the historical claims;

4.8.2 subject to clause 4.9, exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement;

4: SETTLEMENT

- 4.8.3 despite clauses 4.8.1 and 4.8.2, preserve the plaintiffs' ability to appeal on the proceedings filed in the High Court as CIV-2010-442-181;
- 4.8.4 provide that the legislation referred to in section 26 of the draft settlement bill does not apply:
- (a) to land in the Nelson Land District or Marlborough Land District; or
  - (b) for the benefit of Te Ātiawa o Te Waka-a-Māui or a representative entity;
- 4.8.5 require any resumptive memorials to be removed from the certificates of title to, or the computer registers for land in the Nelson Land District or Marlborough Land District;
- 4.8.6 provide that the rule against perpetuities and the Perpetuities Act 1964 do not:
- (a) apply to a settlement document; or
  - (b) prescribe or restrict the period during which:
    - (i) the Te Ātiawa o Te Waka-a-Māui trustees may hold or deal with property; or
    - (ii) the Te Ātiawa o Te Waka-a-Māui Trust may exist; and
- 4.8.7 require the Secretary for Justice to make copies of this deed publicly available.
- 4.9 Notwithstanding clause 4.8.2 the settlement legislation will not exclude the jurisdiction of any court, tribunal, or other judicial body in respect of the interpretation or implementation of this deed or the settlement legislation.
- 4.10 Part 1 of the general matters schedule provides for other actions in relation to the settlement.

## 5 CULTURAL REDRESS

### QUEEN CHARLOTTE SOUND CONSERVATION KAITIAKI

- 5.1 The settlement legislation will, on the terms provided by sections 149 to 153 of the draft settlement bill, provide:
- 5.1.1 for the appointment of the Te Ātiawa o Te Waka-a-Māui trustees as statutory kaitiaki with the ability to provide advice to the Minister of Conservation and the Director-General of Conservation in relation to the restoration of native flora and management of native fauna species on Matapara / Pickersgill Island, Blumine Island, Allports Island, Mabel Island, and Amerikiwhati Island; and
  - 5.1.2 that the Minister of Conservation and Director-General of Conservation must have regard to the advice of the Te Ātiawa o Te Waka-a-Māui trustees as statutory kaitiaki when making decisions on the matters set out in clause 5.1.1.
- 5.2 In recognition of the traditional kaitiaki role of Te Ātiawa o Te Waka-a-Māui over the Queen Charlotte Sound, if an operational plan is prepared for Matapara / Pickersgill Island, Blumine Island, Allports Island, Mabel Island, and Amerikiwhati Island, the Director-General of Conservation will:
- 5.2.1 involve the Te Ātiawa o Te Waka-a-Māui trustees as key advisors in the preparation of that operational plan; and
  - 5.2.2 provide the Te Ātiawa o Te Waka-a-Māui trustees with the opportunity to monitor and advise the Director-General of Conservation on the extent to which the objectives of the operational plan are being achieved.
- 5.3 In recognition of the traditional kaitiaki role of Te Ātiawa o Te Waka-a-Māui over the Queen Charlotte Sound, the Director-General of Conservation will:
- 5.3.1 where appropriate, ensure that the history and relationship between Te Ātiawa o Te Waka-a-Māui and the Queen Charlotte Sound is included in any new publication or display that applies to that area; and
  - 5.3.2 consult with the Te Ātiawa o Te Waka-a-Māui trustees during the preparation of any new publication or display that includes a description of the history and relationship between Te Ātiawa o Te Waka-a-Māui and the Queen Charlotte Sound to ensure that any such description is accurate.
- 5.4 In recognition of the traditional kaitiaki role of the Te Ātiawa o Te Waka-a-Māui over indigenous species in the Queen Charlotte Sound, the Director-General of Conservation will:
- 5.4.1 on an annual basis inform the Te Ātiawa o Te Waka-a-Māui trustees of work proposed to be undertaken in Queen Charlotte Sound to implement a national recovery programme (including translocations);
  - 5.4.2 seek the views of the Te Ātiawa o Te Waka-a-Māui trustees as early as practicable on applications for permits under the Wildlife Act 1953, which

5: CULTURAL REDRESS

- involve the removal or translocation of indigenous species within Queen Charlotte Sound;
- 5.4.3 explore opportunities with the Te Ātiawa o Te Waka-a-Māui trustees to formalise tikanga arrangements to be used for translocations; and
- 5.4.4 where reasonably practicable, provide the Te Ātiawa o Te Waka-a-Māui trustees with opportunities to participate in the physical removal or translocation of indigenous species from or into the Queen Charlotte Sound.
- 5.5 The Director-General of Conservation will, in relation to the management of Queen Charlotte Sound:
- 5.5.1 engage with the Te Ātiawa o Te Waka-a-Māui trustees at an early stage, before any public consultation, and throughout the process, when developing any relevant conservation management strategy or conservation management plan affecting the Queen Charlotte Sound;
- 5.5.2 at an annual business planning meeting outline to the Te Ātiawa o Te Waka-a-Māui trustees the Department's proposed work programme within Queen Charlotte Sound and will invite the Te Ātiawa o Te Waka-a-Māui trustees to provide feedback;
- 5.5.3 on an annual basis invite the Te Ātiawa o Te Waka-a-Māui trustees to identify and describe any proposed special projects within Queen Charlotte Sound, for discussion as part of an annual business planning meeting; and
- 5.5.4 subject to the availability of appropriate resourcing and opportunities, consider whether any proposed special project identified and described by the Te Ātiawa o Te Waka-a-Māui trustees could be included in the Department of Conservation's annual work planning processes.
- 5.6 When the Director-General of Conservation requests cultural and/or spiritual practices to be undertaken by the Te Ātiawa o Te Waka-a-Māui trustees under clause 5.4 the Department will make a contribution, subject to prior mutual agreement, to the costs of undertaking such practices, but will not otherwise pay for consultation or advice required or anticipated under clauses 5.1 to 5.10.

**RESOURCE MANAGEMENT ACT 1991 KAITIAKI**

- 5.7 The settlement legislation will, on the terms provided by sections 149 to 153 of the draft settlement bill, provide:
- 5.7.1 for the Crown to acknowledge the role of Te Ātiawa o Te Waka-a-Māui as kaitiaki over the coastal marine area in the Queen Charlotte Sound;
- 5.7.2 for the Te Ātiawa o Te Waka-a-Māui trustees to prepare a kaitiaki plan setting out the values of Te Ātiawa o Te Waka-a-Māui in relation to the coastal marine area in the Queen Charlotte Sound;
- 5.7.3 for the Marlborough District Council, when preparing or changing a regional policy statement or regional coastal plan, to take into account the kaitiaki plan as if that plan is a relevant planning document recognised by an iwi authority under the Resource Management Act 1991;

## TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT

### 5: CULTURAL REDRESS

- 5.7.4 for the Marlborough District Council to state in its regional policy statement or regional coastal plan the resource management issues of significance to Te Ātiawa o Te Waka-a-Māui in relation to the coastal marine area in Queen Charlotte Sound; and
- 5.7.5 for the obligation under clause 5.7.3 to apply subject to normal policy statement or plan preparation or change procedures at the time that the Marlborough District Council is next preparing or changing the regional policy statement.
- 5.8 No later than six months after the settlement date the Minister for Treaty of Waitangi Negotiations will write to the Marlborough District Council encouraging the Council to engage with the Te Ātiawa o Te Waka-a-Māui trustees:
- 5.8.1 prior to preparation or change of any relevant regional or district plan; and
- 5.8.2 to provide the Te Ātiawa o Te Waka-a-Māui trustees with the opportunity for input into how the relevant regional or district plan should address any provisions in the regional policy statement that relate to the Queen Charlotte Sound.
- 5.9 The Crown will upon request provide advice to the Te Ātiawa o Te Waka-a-Māui trustees on the preparation of the kaitiaki plan referred to in clause 5.7.2, where it is reasonably practicable to provide such advice.
- 5.10 The Queen Charlotte Sound kaitiaki statement is in part 1.1 of the documents schedule.

### WAIKAWA BAY AND WAIKAWA MARINA

- 5.11 The Crown will, upon request and where it is reasonably practicable to do so, provide advice and/or expertise to the Te Ātiawa o Te Waka-a-Māui trustees to undertake a study:
- 5.11.1 evaluating the options to improve the quality of the marine environment in Waikawa Bay; and
- 5.11.2 in particular, focusing on an evaluation of the resources and time it would take to improve the water quality to specified standards such as those included in the Ministry for the Environment's Guidelines for Recreational Water Quality.

### STATEMENT OF ASSOCIATION WITH THE TUTURIWHATU (BANDED DOTTEREL)

- 5.12 The Crown acknowledges the statement by Te Ātiawa o Te Waka-a-Māui of their association with the Tuturiwhatu (banded dotterel).
- 5.13 The statement of association with the Tuturiwhatu (banded dotterel) is in part 1.2 of the documents schedule.

### KAHUKIWI (OVERLAY CLASSIFICATION)

- 5.14 In recognition of the importance of the following sites to Te Ātiawa o Te Waka-a-Māui, as reflected in the statement of Te Ātiawa o Te Waka-a-Māui values, the settlement legislation will, on the terms provided by sections 55 to 73 of the draft settlement bill:

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- 5.14.1 declare each of the following sites to be subject to kahukiwi:
- (a) East Head (as shown on deed plan OTS-202-37);
  - (b) the Brothers (as shown on deed plan OTS-202-38); and
  - (c) Te Waikoropupū Springs Scenic Reserve (as shown on deed plan OTS-202-31);
  - (d) Farewell Spit Nature Reserve (as shown on deed plan OTS-202-32); and
  - (e) Heaphy Track (northern portion) (as shown on deed plan OTS-202-87),
- together the "**sites**";
- 5.14.2 provide the Crown's acknowledgement of the statement of Te Ātiawa o Te Waka-a-Māui values in relation to each of the sites;
- 5.14.3 require the New Zealand Conservation Authority and any relevant conservation board when approving or otherwise considering any conservation management strategy, conservation management plan or national park management plan in respect of each of the sites to have particular regard to:
- (a) the statement of Te Ātiawa o Te Waka-a-Māui values; and
  - (b) the protection principles (which are directed at the Minister of Conservation avoiding harming or diminishing Te Ātiawa o Te Waka-a-Māui values in relation to each of the sites); and
- 5.14.4 require the New Zealand Conservation Authority and any relevant conservation board before approving any conservation management strategy, conservation management plan or national park management plan in respect of each of the sites, to:
- (a) consult with the Te Ātiawa o Te Waka-a-Māui trustees; and
  - (b) have particular regard to the views of the Te Ātiawa o Te Waka-a-Māui trustees as to the effect of the policy, strategy or plan on:
    - (i) the Te Ātiawa o Te Waka-a-Māui values for the site; and
    - (ii) the relevant protection principles (which are directed at the Minister of Conservation avoiding harming or diminishing the Te Ātiawa o Te Waka-a-Māui values in relation to each of the sites);
- 5.14.5 provide that where the Te Ātiawa o Te Waka-a-Māui trustees advise the New Zealand Conservation Authority in writing that it has significant concerns about a draft conservation management strategy in relation to the sites, the New Zealand Conservation Authority will, before approving the strategy, give the Te Ātiawa o Te Waka-a-Māui trustees an opportunity to make submissions in relation to those concerns;



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- 5.14.6 require the application of kahukiwi to be noted in any conservation management strategy, conservation management plan, or national park management plan affecting the sites;
- 5.14.7 require the Director-General of Conservation to take action in relation to the protection principles that relate to each of the sites; and
- 5.14.8 enable the making of regulations and bylaws in relation to the sites.
- 5.15 The statement of Te Ātiawa o Te Waka-a-Māui values, the protection principles and the Director-General of Conservation's actions are in part 3 of the documents schedule.

**STATUTORY ACKNOWLEDGEMENT**

- 5.16 The settlement legislation will, on the terms provided by sections 39 to 48 of the draft settlement bill:
- 5.16.1 provide the Crown's acknowledgement of the statements by Te Ātiawa o Te Waka-a-Māui of their particular cultural, spiritual, historical, and traditional association with the following areas:
- (a) Queen Charlotte Sound / Tōtaranui and Islands (as shown on deed plan OTS-202-59);
  - (b) Kaka Point (as shown on deed plan OTS-202-113);
  - (c) Kaiteriteri Scenic Reserve (as shown on deed plan OTS-202-122);
  - (d) Maungatapu (as shown on deed plan OTS-202-44);
  - (e) Lake Rotoiti, Nelson Lakes National Park (as shown on deed plan OTS-202-46);
  - (f) Lake Rotoroa, Nelson Lakes National Park (as shown on deed plan OTS-202-47);
  - (g) Westhaven (Te Tai Tapu) Marine Reserve and Westhaven (Whanganui Inlet) Wildlife Management Reserve (as shown on deed plan OTS-202-42);
  - (h) Parapara Peak (as shown on deed plan OTS-202-49);
  - (i) Pukeone / Mount Campbell (as shown on deed plan OTS-202-50);
  - (j) Wharepapa / Arthur Range (as shown on deed plan OTS-202-51);
  - (k) Hura (on Arapaoa Island) (as shown on deed plan OTS-202-60);
  - (l) Wharehunga Bay Recreation Reserve (on Arapaoa Island) (as shown on deed plan OTS-202-62);
  - (m) West of Separation Point / Te Matau (as shown on deed plan OTS-202-90);
  - (n) Te Anamāhanga / Port Gore (as shown on deed plan OTS-202-92);

5: CULTURAL REDRESS

- (o) Maitai River and its tributaries (as shown on deed plan OTS-202-64);
- (p) Waimea River, Wairoa River, and Wai-iti River and their tributaries (as shown on deed plan OTS-202-66);
- (q) Motueka River and its tributaries (as shown on deed plan OTS-202-67);
- (r) Tākaka River and its tributaries (as shown on deed plan OTS-202-68);
- (s) Aorere River and its tributaries (as shown on deed plan OTS-202-69);
- (t) Te Hoiere / Pelorus River and its tributaries (as shown on deed plan OTS-202-70);
- (u) Riuwaka River, and Resurgence, and its tributaries (as shown on deed plan OTS-202-71);
- (v) Waikawa Stream and its tributaries (as shown on deed plan OTS-202-72);
- (w) Waitohi River and its tributaries (as shown on deed plan OTS-202-73);
- (x) Paturau River and its tributaries (as shown on deed plan OTS-202-74);
- (y) Anatori River and its tributaries (as shown on deed plan OTS-202-75);
- (z) Tuamarina River and its tributaries (as shown on deed plan OTS-202-99);
- (aa) Moutere River and its tributaries (as shown on deed plan OTS-202-100);  
and
- (bb) Turimawiwi River and its tributaries (as shown on deed plan OTS-202-101);

5.16.2 require:

- (a) relevant consent authorities, the Environment Court, and the New Zealand Historic Places Trust to have regard to the statutory acknowledgement; and
- (b) relevant consent authorities to forward to the Te Ātiawa o Te Waka-a-Māui trustees:
  - (i) summaries of resource consent applications affecting an area; and
  - (ii) copies of any notices served on the consent authority under section 145(10) of the Resource Management Act 1991; and
- (c) relevant consent authorities to record the statutory acknowledgement on certain statutory planning documents under the Resource Management Act 1991;

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- 5.16.3 enable the Te Ātiawa o Te Waka-a-Māui trustees, and any member of Te Ātiawa o Te Waka-a-Māui to cite the statutory acknowledgement as evidence of the association of Te Ātiawa o Te Waka-a-Māui with any of the areas;
- 5.16.4 enable the Te Ātiawa o Te Waka-a-Māui trustees to waive the rights specified in clause 5.16.2 in relation to all or any part of the areas by written notice to the relevant consent authority, the Environment Court or the New Zealand Historic Places Trust (as the case may be); and
- 5.16.5 require that any notice given pursuant to clause 5.16.4 include a description of the extent and duration of any such waiver of rights.

5.17 The statements of association are in part 1.3 of the documents schedule.

**COASTAL AND MARITIME INSTRUMENT**

- 5.18 The parties acknowledge that the acknowledgement provided for under clause 5.20 applies to the coastal marine area of Te Tau Ihu as a whole, but that the individual iwi with interests in Te Tau Ihu have particular areas of interest within that coastal marine area.
- 5.19 Te Ātiawa o Te Waka-a-Māui acknowledge that they intend to exercise any rights under the acknowledgement provided for in clause 5.20 in a manner that is consistent with tikanga.
- 5.20 The settlement legislation will, on the terms provided by sections 39 to 48 of the draft settlement bill:
  - 5.20.1 provide the Crown's acknowledgement of the statement of values for the coastal and maritime instrument by Te Ātiawa o Te Waka-a-Māui in relation to the particular cultural, spiritual, historical and traditional association of Te Ātiawa o Te Waka-a-Māui with the Te Tau Ihu coastal marine area (as shown on deed plan OTS-202-63);
  - 5.20.2 require:
    - (a) relevant consent authorities, the Environment Court, and the New Zealand Historic Places Trust to have regard to the statutory acknowledgement; and
    - (b) relevant consent authorities to forward to the Te Ātiawa o Te Waka-a-Māui trustees:
      - (i) summaries of resource consent applications affecting the area; and
      - (ii) copies of any notices served on the consent authority under section 145(10) of the Resource Management Act 1991; and
    - (c) relevant consent authorities to record the statutory acknowledgement on certain statutory planning documents under the Resource Management Act 1991;
  - 5.20.3 enable the Te Ātiawa o Te Waka-a-Māui trustees, and any member of Te Ātiawa o Te Waka-a-Māui, to cite the statutory acknowledgement as

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evidence of the association of Te Ātiawa o Te Waka-a-Māui with any part of the Te Tau Ihu coastal marine area;

5.20.4 enable the Te Ātiawa o Te Waka-a-Māui trustees to waive the rights specified in clause 5.20.2 in relation to all or any part of the Te Tau Ihu coastal marine area by written notice to the relevant consent authority, the Environment Court or the New Zealand Historic Places Trust (as the case may be); and

5.20.5 require that any notice given pursuant to clause 5.20.4 include a description of the extent and duration of any such waiver of rights;

5.21 The statement of values for the coastal and maritime instrument is in part 1.4 of the documents schedule.

**DEEDS OF RECOGNITION**

5.22 The Crown will, by or on the settlement date, provide the Te Ātiawa o Te Waka-a-Māui trustees with a copy of each of the following:

5.22.1 a deed of recognition, signed by the Minister of Conservation and Director-General of Conservation, relating to the parts of the following areas owned by the Crown and managed by the Department of Conservation:

- (a) Queen Charlotte Sound / Tōtaranui and islands (as shown on deed plan OTS-202-59);
- (b) Kaiteriteri Scenic Reserve (as shown on deed plan OTS-202-122);
- (c) Maungatapu (as shown on deed plan OTS-202-44);
- (d) Lake Rotoiti, Nelson Lakes National Park (as shown on deed plan OTS-202-46);
- (e) Lake Rotoroa, Nelson Lakes National Park (as shown on deed plan OTS-202-47);
- (f) Parapara Peak (as shown on deed plan OTS-202-49);
- (g) Pukeone / Mount Campbell (as shown on deed plan OTS-202-50);
- (h) Wharepapa / Arthur Range (as shown on deed plan OTS-202-51);
- (i) Hura (Arapaoa Island) (as shown on deed plan OTS-202-60);
- (j) Wharehunga Bay Recreation Reserve (Arapaoa Island) (as shown on deed plan OTS-202-62);
- (k) West of Separation Point / Te Matau (as shown on deed plan OTS-202-90);
- (l) Te Anamāhanga / Port Gore (as shown on deed plan OTS-202-92);
- (m) Titi Island Nature Reserve (as shown on deed plan OTS-202-52);
- (n) Maitai River and its tributaries (as shown on deed plan OTS-202-64);

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- (o) Waimea River, Wairoa River, and Wai-iti River and their tributaries (as shown on deed plan OTS-202-66);
- (p) Motueka River and its tributaries (as shown on deed plan OTS-202-67);
- (q) Tākaka River and its tributaries (as shown on deed plan OTS-202-68);
- (r) Aorere River and its tributaries (as shown on deed plan OTS-202-69);
- (s) Te Hoiere / Pelorus River and its tributaries (as shown on deed plan OTS-202-70);
- (t) Riuwaka River, and Resurgence, and its tributaries (as shown on deed plan OTS-202-71);
- (u) Waikawa Stream and its tributaries (as shown on deed plan OTS-202-72);
- (v) Waitohi River and its tributaries (as shown on deed plan OTS-202-73);
- (w) Paturau River and its tributaries (as shown on deed plan OTS-202-74);
- (x) Anatori River and its tributaries (as shown on deed plan OTS-202-75);
- (y) Tuamarina River and its tributaries (as shown on deed plan OTS-202-99);
- (z) Moutere River and its tributaries (as shown on deed plan OTS-202-100); and
- (aa) Turimawiwi River and its tributaries (as shown on deed plan OTS-202-101);

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

- (a) Maitai River and its tributaries (as shown on deed plan OTS-202-64);
- (b) Waimea River, Wairoa River and Wai-iti River and their tributaries (as shown on deed plan OTS-202-66);
- (c) Motueka River and its tributaries (as shown on deed plan OTS-202-67);
- (d) Tākaka River and its tributaries (as shown on deed plan OTS-202-68);
- (e) Aorere River and its tributaries (as shown on deed plan OTS-202-69);
- (f) Te Hoiere / Pelorus River and its tributaries (as shown on deed plan OTS-202-70);
- (g) Riuwaka River, and Resurgence, and its tributaries (as shown on deed plan OTS-202-71);
- (h) Waikawa Stream and its tributaries (as shown on deed plan OTS-202-72);

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- (i) Waitohi River and its tributaries (as shown on deed plan OTS-202-73);
- (j) Paturau River and its tributaries (as shown on deed plan OTS-202-74);
- (k) Anatori River and its tributaries (as shown on deed plan OTS-202-75);
- (l) Tuamarina River and its tributaries (as shown on deed plan OTS-202-99);
- (m) Moutere River and its tributaries (as shown on deed plan OTS-202-100);  
and
- (n) Turimawiwi River and its tributaries (as shown on deed plan OTS-202-101).

3.21 A deed of recognition will require that, if the Crown is undertaking certain activities within an area that the deed relates to, the Te Ātiawa o Te Waka-a-Māui trustees will be consulted, and regard given to its views, concerning the association of Te Ātiawa o Te Waka-a-Māui with the area as described in a statement of association.

**VEST AND GIFT BACK OF KAKA POINT**

5.23 In clause 5.24 **Kaka Point** means 2.0209 hectares, more or less, being Part Section 16 Square 9 and Lot 1 Deposited Plan 3286 Nelson Land District, as shown on deed plan OTS-202-10.

5.24 The settlement legislation will, on the terms provided by section 135 of the draft settlement bill, provide that:

5.24.1 on the settlement date the fee simple estate of Kaka Point vests jointly in:

- (a) the Te Ātiawa o Te Waka-a-Māui trustees;
- (b) the Ngāti Rārua Settlement Trust; and
- (c) the Ngāti Tama ki Te Waipounamu Trust;

5.24.2 on the seventh day after the settlement date, the fee simple estate in Kaka Point vests in the Crown as a gift back to the people of New Zealand by the Te Ātiawa o Te Waka-a-Māui trustees, the Ngāti Tama ki Te Waipounamu Trust and the Ngāti Rārua Settlement Trust;

5.24.3 on being gifted back to the Crown, Kaka Point will be classified as a historic reserve and the historic reserve will be named Kaka Point Historic Reserve;

5.24.4 despite the vestings under clauses 5.24.1 and 5.24.2:

- (a) Kaka Point remains a reserve under the Reserves Act 1977 and that Act continues to apply to Kaka Point, as if the vestings had not occurred;
- (b) the Kaiteriteri Recreation Reserve Board remains the administering body appointed to control and manage Kaka Point under section 30 of the Reserves Act 1977;

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- (c) any other enactment or any instrument that applied to Kaka Point immediately before the settlement date has uninterrupted effect on and from the settlement date as if the vestings had not occurred;
  - (d) every encumbrance that affected Kaka Point immediately before the settlement date continues to affect it as if the vestings had not occurred;
  - (e) the Crown retains all liability for Kaka Point as if the vestings had not occurred; and
  - (f) the vestings are not affected by Part 4A of the Conservation Act 1987, section 11 and Part 10 of the Resource Management Act 1991, or any other enactment;
- 5.24.5 to the extent that the statutory acknowledgement or a deed of recognition applies to Kaka Point, it applies only after Kaka Point vests back in the Crown; and
- 5.24.6 the Registrar-General must, as soon as practicable on or after the seventh day after the settlement date, record on any computer freehold register that contains all or part of Kaka Point that under the settlement legislation the land in Kaka Point is classified as a historic reserve subject to section 18 of the Reserves Act 1977.

**VEST AND GIFT BACK OF TE TAI TAPU**

- 5.25 In clauses 5.26 to 5.28 **Te Tai Tapu** means 28,600 hectares approximately, being Lot 1 DP 11694, Section 5 SO 426795, and Sections 2, 4 and 6 and Parts Section 1 Square 17, Nelson Land District (as shown on SO 433299).
- 5.26 The settlement legislation will, on the terms provided by section 136 of the draft settlement bill, provide that:
- 5.26.1 on the settlement date the fee simple estate in Te Tai Tapu vests jointly in:
- (a) the Te Ātiawa o Te Waka-a-Māui trustees;
  - (b) the Ngāti Apa ki te Rā Tō Trust;
  - (c) the Ngāti Tama ki Te Waipounamu Trust; and
  - (d) the Ngāti Rārua Settlement Trust;
- 5.26.2 on the seventh day after the settlement date, the fee simple estate in Te Tai Tapu vests in the Crown as a gift back to the people of New Zealand by the Te Ātiawa o Te Waka-a-Māui trustees, the Ngāti Apa ki te Rā Tō Trust, the Ngāti Tama ki Te Waipounamu Trust and the Ngāti Rārua Settlement Trust;
- 5.26.3 despite the vestings under clauses 5.26.1 and 5.26.2:
- (a) **Te Tai Tapu** is, and remains part of, the North-west Nelson Forest Park under the Conservation Act 1987, and that Act continues to apply to Te Tai Tapu, as if the vestings had not occurred;

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- (b) any other enactment or any instrument that applied to Te Tai Tapu immediately before the settlement date has uninterrupted effect on and from the settlement date as if the vestings had not occurred;
- (c) every encumbrance that affected Te Tai Tapu immediately before the settlement date continues to affect it as if the vestings had not occurred;
- (d) the Crown retains all liability for Te Tai Tapu as if the vestings had not occurred; and
- (e) the vestings are not affected by Part 4A of the Conservation Act 1987, section 11 and Part 10 of the Resource Management Act 1991, or any other enactment; and

5.26.4 to the extent that a statutory acknowledgement or a deed of recognition applies to Te Tai Tapu, it applies only after Te Tai Tapu vests back in the Crown.

5.27 In offering the vest and gift back redress over Te Tai Tapu the Crown acknowledges that each of Te Ātiawa o Te Waka-a-Māui, Ngāti Apa ki te Rā Tō, Ngāti Rārua and Ngāti Tama ki Te Tau Ihu assert a separate and distinct association with Te Tai Tapu and the general area around Te Tai Tapu as reported on by the Waitangi Tribunal in its Te Tau Ihu report, and that each of Te Ātiawa o Te Waka-a-Māui, Ngāti Apa ki te Rā Tō, Ngāti Rārua and Ngāti Tama ki Te Tau Ihu wish for Te Tai Tapu to be managed in such a way that takes into account the statement of values of Te Ātiawa o Te Waka-a-Māui as stated in part 1.5 of the documents schedule.

5.28 After the vesting of the fee simple of Te Tai Tapu back in the Crown Te Ātiawa o Te Waka-a-Māui, Ngāti Apa ki te Rā Tō, Ngāti Rārua and Ngāti Tama ki Te Tau Ihu wish to be closely engaged as early as possible in any proposal of the Crown to change the conservation status of Te Tai Tapu (including classification of the land as a reserve, national park or other form of special protected area under the Conservation Act 1987) and to explore with the Department of Conservation meaningful engagement in the future management of wāhi tapu in Te Tai Tapu as listed in appendix C of the conservation protocol in part 4.1 of the documents schedule, or as otherwise identified from time to time by Te Ātiawa o Te Waka-a-Māui, Ngāti Apa ki te Rā Tō, Ngāti Rārua and Ngāti Tama ki Te Tau Ihu.

**PROTOCOLS**

5.29 Each of the following protocols will, by or on the settlement date, be signed and issued to the Te Ātiawa o Te Waka-a-Māui trustees by the responsible Minister:

5.29.1 the conservation protocol;

5.29.2 the fisheries protocol;

5.29.3 the taonga tūturu protocol; and

5.29.4 the minerals protocol.

5.30 A protocol sets out how the Crown will interact with the Te Ātiawa o Te Waka-a-Māui trustees with regard to the matters specified in it.



**FORM AND EFFECT OF DEEDS OF RECOGNITION AND PROTOCOLS**

5.31 A deed of recognition and a protocol will be:

5.31.1 in the form in the documents schedule; and

5.31.2 issued under, and subject to, the terms provided by sections 31 to 38 and 49 of the draft settlement bill.

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

5.33 To avoid doubt, despite clause 5.32:

5.33.1 a deed of recognition is enforceable in its own right; and

5.33.2 a protocol is enforceable in the manner set out in section 34 of the draft settlement bill.

**CULTURAL REDRESS PROPERTIES**

5.34 The settlement legislation will vest in the Te Ātiawa o Te Waka-a-Māui trustees on the settlement date:

**In fee simple**

5.34.1 the fee simple estate in each of the following sites:

(a) Tapu Bay (Kaiteriteri); and

(b) Umukuri Bay urupā (Arapaoa Island);

5.34.2 the fee simple estate in the following site to be vested jointly as tenants in common with the Ngāti Tama ki Te Waipounamu Trust and the Ngāti Rārua Settlement Trust:

(a) Pūponga Farm, Triangle Flat;

**In fee simple subject to a water easement**

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

(a) Pūponga Farm, Cape House;

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**In fee simple subject to right of way easements**

5.34.4 the fee simple estate in the following site subject to the Te Ātiawa o Te Waka-a-Māui trustees providing three registrable right of way easements (in relation to those parts of the site shown as "A", "B", "C" and "D" on deed plan OTS-202-142) in the forms included in the documents schedule:

(a) Tapu Bay (Motueka);

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

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

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

**In fee simple subject to a conservation covenant**

5.34.6 the fee simple estate in each of the following sites, subject to the Te Ātiawa o Te Waka-a-Māui trustees providing a registrable covenant in relation to that site in the form included in the documents schedule:

(a) Pakawau Inlet;

(b) Onauku Bay (Arapaoa Island); and

(c) Anatoia Islands;

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

(a) Te Tai Tapu, (Anatori South) (the covenant applies to only that part of the site shown "A" on the deed plan); and

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

**As a scenic reserve**

5.34.8 the fee simple estate in each of the following sites as a scenic reserve with the Te Ātiawa o Te Waka-a-Māui trustees as the administering body:

(a) Moioio Island;

(b) Katoa Point;

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- (c) Wedge Point; and
- (d) Ngākuta Point;

**As a scenic reserve (in part) subject to a conservation covenant (over the remainder)**

5.34.9 the fee simple estate in Ngaruru (Arapaoa Island):

- (a) as a scenic reserve (in respect of those parts of the site shown as "A" and "C" on deed plan OTS-202-78), with the Te Ātiawa o Te Waka-a-Māui trustees as the administering body; and
- (b) subject to the Te Ātiawa o Te Waka-a-Māui trustees providing a registrable covenant in relation to that part of the site shown as "B" on that deed plan in the form included in the documents schedule;

**As a historic reserve**

5.34.10 the fee simple estate in the following site as a historic reserve to be vested jointly as tenants in common with the Ngāti Tama ki Te Waipounamu Trust and the Ngāti Rārua Settlement Trust with all appointing members to the joint management body and with that joint management body being the administering body for the reserve:

- (a) Pūponga Point Pā site (excluding any interpretation panels);

**As a recreation reserve**

5.34.11 the fee simple estate in the following site as a recreation reserve unless otherwise stated with the Te Ātiawa o Te Waka-a-Māui trustees as the administering body:

- (a) Arapawa Māori Rowing Club site (excluding the Arapawa Māori Rowing Club building); and

5.34.12 the fee simple estate (excluding any improvements) in the following site as a recreation reserve to be vested jointly as tenants in common with the Ngāti Rārua Settlement Trust, the Ngāti Tama ki Te Waipounamu Trust, Te Pātaka a Ngāti Kōata and the Kurahaupō iwi with the Nelson City Council being the administering body for the reserve:

- (a) Mātangi Āwhio (Nelson);

**As a recreation reserve subject to water easements**

5.34.13 the fee simple estate in the following site as a recreation reserve with the Te Ātiawa o Te Waka-a-Māui trustees as the administering body, subject to the Te Ātiawa o Te Waka-a-Māui trustees providing four registrable easements for a right to convey water in relation to that site in the forms in the documents schedule:

- (a) Momorangi Point.

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- 5.35 Each cultural redress property will be:
- 5.35.1 as described in schedule 3 of the draft settlement bill;
  - 5.35.2 vested on the terms provided by sections 75 to 137 of the draft settlement bill; and
  - 5.35.3 subject to or together with any encumbrances in relation to that property:
    - (a) required by clause 5.34 to be provided by the Te Ātiawa o Te Waka-a-Māui trustees; or
    - (b) required by the settlement legislation; and
    - (c) in particular, referred to in schedule 3 of the settlement legislation.
- 5.36 Part 2 of the property redress schedule applies in relation to the vesting of the cultural redress properties.
- 5.37 The general location of each cultural redress property is shown on a deed plan in the attachments. These deed plans are indicative only and are subject to clause 5.35.1.

**MEMORANDUM OF UNDERSTANDING**

- 5.38 The Crown will, within six months of the settlement date, provide the Te Ātiawa o Te Waka-a-Māui trustees (or other persons nominated by the trustees) with two copies of a memorandum of understanding signed by the Director-General of Conservation relating to:
- 5.38.1 Matapara / Pickersgill Island, as shown on deed plan OTS-202-132; and
  - 5.38.2 Otuwhero (Motueka), being 1.9223 hectares, more or less, being section 206 Block VIII Kaiteriteri Survey District.
- 5.39 The memorandum of understanding will require that, if the Department of Conservation is undertaking certain activities within Matapara / Pickersgill Island or Otuwhero (Motueka), the Te Ātiawa o Te Waka-a-Māui trustees (or other persons nominated by the trustees) will be consulted, and regard given to its views, to respect the association of members of Te Ātiawa o Te Waka-a-Māui with Matapara / Pickersgill Island and Otuwhero (Motueka).
- 5.40 If the Te Ātiawa o Te Waka-a-Māui trustees (or other persons nominated by the trustees) wish to enter into the memorandum of understanding, they will within 20 business days of receiving it from the Crown under clause 5.38:
- 5.40.1 counter-sign both copies of the memorandum of understanding; and
  - 5.40.2 return one signed copy of the memorandum of understanding to the Crown.

**NEW AND ALTERED GEOGRAPHIC NAMES**

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

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT**

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

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

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

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

TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT

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Existing geographic name (gazetted, recorded or local)	Altered geographic name	Location (NZTopo50 map and grid references)	Geographic feature type
	Mount Freeth		
Greville Harbour	Greville Harbour / Wharariki	BN28 672797 BP28	Harbour
Goulter Hill	Hikurangi / Goulter Hill	BR28 669007	Hill
Waikoropupu River	Te Waikoropupū River	BN24 826791 - BP24 734772	Stream
Whakitenga Bay	Whakakitenga Bay	BP28 630553	Bay
Onamalutu River	Ōhinemahuta River	BQ27 556153 - BQ28 675082	Stream
Tasman Bay	Tasman Bay / Te Tai-o- Aorere	BP26ptBP27 240600 BP25,BP27,BQ25,BQ26	Bay
Port Gore	Te Anamāhanga / Port Gore	BP29 036578 BP30ptBQ30	Bay
Church Hill	Pikimai / Church Hill	BQ26 238305	Hill
Pickersgill Island	Matapara / Pickersgill Island	BP29 076426 BP30ptBQ30	Island
Mount Robertson	Tokomaru / Mount Robertson	BQ29 855221	Hill
Tory Channel	Tory Channel / Kura Te Au	BQ29 969351 - BP30ptBQ30 106369	Strait
Robin Hood Bay	Waikutakuta / Robin Hood Bay	BQ29 902207	Bay
Torrent Bay	Rākauroa / Torrent Bay	BP25 048669	Bay
Lake Constance	Rotopōhueroa / Lake Constance	BS24 720417	Lake
Attempt Hill	Takapōtaka / Attempt Hill	BP28 731771	Hill
Rabbit Island	Moturoa / Rabbit Island	BQ25 119313 BQ26	Island
Mount Robert	Pourangahau / Mount Robert	BS24 843688	Hill
Split Apple Rock	Tokangawhā / Split Apple Rock	BP25 017592	Rock
Gowan River	Te Kauparenuī / Gowan River	BR24 662729 - BR24 641821	Stream
Travers Saddle	Poukirikiri / Travers Saddle	BS24 778472	Saddle
Opawa River	Ōpaoa River	BR28 710055 - BR29 875045 BQ28	Stream
Whareata Bay	Whareātea Bay	BN28 788810	Bay
Golden Bay	Golden Bay / Mohua	BN25 901946 BM24,BM25,BN25	Bay

**TE ĀTIAWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT**

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<b>Existing geographic name (gazetted, recorded or local)</b>	<b>Altered geographic name</b>	<b>Location (NZTopo50 map and grid references)</b>	<b>Geographic feature type</b>
Cable Bay	Rotokura / Cable Bay	BP26ptBP27 346440	Bay
Pelorus River	Te Hoiere / Pelorus River	BQ28 638317 - BR26 250058	River
Boulder Bank	Te Pokohiwi / Boulder Bank	BR29 914025	Boulder bank
Blue Lake	Rotomairewhenua / Blue Lake	BS24 717436	Lake
Howard River	Hinemoatū / Howard River	BR24 736813 - BS24 747699	River
Ship Cove	Meretoto / Ship Cove	BP29 044498	Bay
Te Aumiti (French Pass)	Te Aumiti / French Pass	BP28 703695	Strait
Canaan Downs (local name not recorded)	Pikikirunga / Canaan Downs	BP25 910676	Area
Arthur Range	Wharepapa / Arthur Range	BP25 897580 - BQ23 590134	Range
Whites Bay	Pukatea / Whites Bay	BQ29 884176	Bay
Ruby Bay	Te Mamaku / Ruby Bay	BQ25 075358	Bay
Speargrass Creek	Te Horowai / Speargrass Creek	BR24 808769 - BS24 797635	Stream
Adele Island	Motuareronui / Adele Island	BP25 050633	Island
Red Hill	Maungakura / Red Hill	BR25 048917	Hill
Arapawa Island	Arapaoa Island	BQ30 100398	Island
Riwaka River	Riuwaka River	BP25 936559 - BP25 001540	Stream
Riwaka River North Branch	Riuwaka River North Branch	BP25 915577 - BP25 936559	Stream
Riwaka River South Branch	Riuwaka River South Branch	BP24 853474 - BP25 936559	Stream
Tutumopo	Tūtūmāpou Hill	BQ27 545287	Hill

**RELATIONSHIPS WITH LOCAL AUTHORITIES**

5.42 Following the signing of this deed of settlement, the Minister for Treaty of Waitangi Negotiations will write to the following local authorities encouraging each authority to enter into a Memorandum of Understanding with the Te Ātiawa o Te Waka-a-Māui trustees in relation to the interaction between Te Ātiawa o Te Waka-a-Māui and that authority:

5.42.1 Nelson City Council;

5.42.2 Tasman District Council;

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5.42.3 Marlborough District Council; and

5.42.4 Buller District Council.

**LETTERS OF INTRODUCTION**

5.43 No later than six months after the settlement date, the Minister for Arts, Culture and Heritage will write to the chief executive of Te Papa Tongarewa inviting Te Papa Tongarewa to enter into a relationship with the Te Ātiawa o Te Waka-a-Māui trustees for the purposes of Te Papa Tongarewa compiling an inventory of Te Ātiawa o Te Waka-a-Māui taonga tūturu which are held by Te Papa Tongarewa.

5.44 No later than six months after the settlement date, the Minister for Arts, Culture and Heritage will write to the chief executive of the following museums inviting each museum to enter into a relationship with the Te Ātiawa o Te Waka-a-Māui trustees:

5.44.1 Museum of New Zealand Te Papa Tongarewa;

5.44.2 Canterbury Museum;

5.44.3 Nelson Provincial Museum;

5.44.4 Auckland Museum;

5.44.5 The New Zealand Film Archive;

5.44.6 Archives New Zealand; and

5.44.7 any additional museum notified to the Minister for Culture and Heritage by the Te Ātiawa o Te Waka-a-Māui trustees by the date that is four months after the settlement date.

**RIVER AND FRESHWATER ADVISORY COMMITTEE**

5.45 The parties acknowledge that:

5.45.1 the iwi with interests in Te Tau Ihu have agreed to form an advisory committee in relation to the management of rivers and fresh water;

5.45.2 the advisory committee is intended to work in a collaborative manner with the common purpose of promoting the health and wellbeing of the rivers and fresh water within the jurisdiction of the relevant councils;

5.45.3 in undertaking its work the advisory committee will respect and operate in a manner that recognises that while some resource management issues will be of generic interest to all iwi with interests in Te Tau Ihu, other issues may be of interest primarily to particular iwi;

5.45.4 the formation of the advisory committee provides a foundation for the participation of the iwi with interests in Te Tau Ihu in the management by the relevant councils of rivers and fresh water, and the relevant councils and iwi may work together to enhance that participation through other means;



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- 5.45.5 the relevant councils may, without further inquiry, accept any advice from the advisory committee as being in accordance with the procedural requirements of the advisory committee; and
- 5.45.6 the iwi participating in the advisory committee will each contribute equally to meeting the costs of the advisory committee.
- 5.46 The settlement legislation will, on the terms provided by sections 155 to 161 of the draft settlement bill, provide:
- 5.46.1 for the establishment of an advisory committee in relation to the management of rivers and fresh water within the jurisdictions of:
- (a) Marlborough District Council;
  - (b) Nelson City Council; and
  - (c) Tasman District Council;
- together the “**relevant councils**”;
- 5.46.2 subject to clause 5.46.3, for the advisory committee to be comprised of a maximum of eight members, with one member to be appointed by each of the governance entities for the eight iwi with interests in Te Tau Ihu;
- 5.46.3 that following the settlement date, any of the governance entities for the eight iwi with interests in Te Tau Ihu may give notice to the other governance entities of its intention to appoint a member to the advisory committee;
- 5.46.4 for the opportunity for the advisory committee to provide timely advice to each of the relevant councils, in response to an invitation, in relation to the management of rivers and fresh water under the Resource Management Act 1991:
- (a) prior to a relevant council making decisions on the review of policy statements or plans under section 79 of the Resource Management Act 1991;
  - (b) prior to a relevant council preparing or changing policy statements or plans under clause 2 of Schedule 1 of the Resource Management Act 1991; and
  - (c) prior to a relevant council notifying a proposed policy statement or plan under clause 5 of Schedule 1 (with reference to section 32) of the Resource Management Act 1991;
- 5.46.5 that the relevant councils will, when exercising functions and powers in relation to the matters set out in clause 5.46.4, extend an invitation to the advisory committee to provide advice in relation to the management of rivers and fresh water under the Resource Management Act 1991;
- 5.46.6 that where a relevant council extends an invitation to the advisory committee to provide advice, the advisory committee must provide any advice no later than two months after the date upon which the invitation is received by the

5: CULTURAL REDRESS

advisory committee (or such other period as may be agreed between a relevant council and the committee);

- 5.46.7 that where the time period specified in clause 5.46.6 has been complied with, the relevant councils will, when exercising functions and powers in relation to the matters set out in clause 5.46.4, have regard to the advice of the advisory committee to the extent that advice relates to the management of rivers and fresh water under the Resource Management Act 1991;
- 5.46.8 for the advisory committee to:
- (a) regulate its own procedure;
  - (b) operate on the basis of consensus decision-making;
  - (c) have a quorum of a majority of the members of the committee; and
  - (d) nominate an address for service and advise the relevant councils of this address;
- 5.46.9 that the advisory committee may request information from the relevant councils on the carrying out by the relevant councils of the functions and powers referred to in clause 5.46.4;
- 5.46.10 that upon receipt of a request under clause 5.46.9, the relevant councils will, where reasonably practicable, provide information to the advisory committee on the matters contained in that request;
- 5.46.11 that the advisory committee may request that one or more representatives of the relevant councils attend a meeting of the advisory committee;
- 5.46.12 that where reasonably practicable the relevant councils will comply with a request under clause 5.46.11, and that council may determine the appropriate representatives to attend any such meeting;
- 5.46.13 that each relevant council will not be required to attend any more than four meetings in any one calendar year;
- 5.46.14 that the advisory committee will give a relevant council at least 10 business days notice of any such meeting;
- 5.46.15 that the advisory committee will provide a meeting agenda with any request made under clause 5.46.11;
- 5.46.16 that subject to the prior written agreement of the advisory committee and a relevant council, the advisory committee may provide advice to that council on any other matter under the Resource Management Act 1991;
- 5.46.17 that any agreement between a relevant council and the advisory committee under clause 5.46.16 may be terminated by either party by notice in writing; and
- 5.46.18 to avoid doubt, the obligations under this clause 5.46 are additional to and, do not derogate from, any other obligations of a relevant council under the Resource Management Act 1991.

### MINERALS FOSSICKING

- 5.47 The settlement legislation will, on the terms provided by sections 142 to 146 of the draft settlement bill, provide:
- 5.47.1 for any member of Te Ātiawa o Te Waka-a-Māui who has written authorisation from the Te Ātiawa o Te Waka-a-Māui trustees to access river beds within specified types of public conservation land in the relevant fossicking area (as shown on deed plan OTS-202-120):
- (a) for the purpose of searching for and removing any sand, shingle or other natural material in a river bed by hand; and
  - (b) without an authorisation under the conservation legislation; and
- 5.47.2 that, to avoid doubt, a person exercising the right under clause 5.47.1(a) must comply with all other lawful requirements, including under the Resource Management Act 1991, the Crown Minerals Act 1991, and any minerals programme under the Crown Minerals Act 1991.

### POUWHENUA

- 5.48 The Crown acknowledges that Te Ātiawa o Te Waka-a-Māui trustees wish to, at their own cost, create and erect:
- 5.48.1 a pouwhenua in Motueka, to acknowledge the children housed in the Whakarewa Home; and
- 5.48.2 interpretation material explaining the association of Te Ātiawa o Te Waka-a-Māui with Awaroa (Abel Tasman National Park), to acknowledge the significance of the site to whānau of Te Ātiawa o Te Waka-a-Māui.
- 5.49 The Department of Conservation will continue to discuss with the Te Ātiawa o Te Waka-a-Māui trustees mutually acceptable:
- 5.49.1 locations for the pouwhenua and interpretation material on Crown land administered by the Department of Conservation; and
- 5.49.2 arrangements for access to the pouwhenua and interpretation material.

### CROWN PAYMENT

- 5.50 The Crown acknowledges that peace was made during the 1840s between Te Rūnanga o Ngāi Tahu and Te Ātiawa o Te Waka-a-Māui (the **iwi partners**) and that they have continued to enjoy working co-operatively for the benefit of their respective iwi. The iwi partners are in the process of entering into a formal contemporary agreement which is intended to forge future relationships for the mokopuna of the respective iwi partners in a manner that upholds the mana, dignity and deeds of their tūpuna and will be the basis of their future inter-generational relationship.
- 5.51 The Crown will pay the Te Ātiawa o Te Waka-a-Māui trustees the sum of \$500,000, on or before settlement date, in recognition of the shared commitment of Ngāi Tahu and Te Ātiawa to a positive, co-operative and enduring relationship, recognising their mutual interest in the social, cultural, environmental and economic health and wellbeing of each of the iwi partners and of Te Waipounamu generally.

5: CULTURAL REDRESS

**CULTURAL REDRESS GENERALLY NON-EXCLUSIVE**

5.52 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.

**POST-SETTLEMENT ON-TRANSFER**

5.53 The parties acknowledge that:

5.53.1 while the cultural redress properties will transfer from the Crown to the Te Ātiawa o Te Waka-a-Māui trustees on settlement date, the intention of Te Ātiawa o Te Waka-a-Māui is to on-transfer certain cultural redress properties to whānau groups/entities when practicable; and

5.53.2 any such on-transfer would be subject:

- (a) in relation to any cultural redress property subject to the Reserves Act 1977, to the Minister first providing written consent to the on-transfer to a suitable entity as provided for in section 126 of the draft settlement bill;
- (b) to any encumbrance or other requirement or restriction provided for in this deed or the draft settlement bill; and
- (c) in relation to any cultural redress property over which the Te Ātiawa o Te Waka-a-Māui trustees must provide the Crown with a registrable covenant, to the Te Ātiawa o Te Waka-a-Māui trustees first obtaining, in accordance with the relevant covenant in part 5 of the documents schedule, the agreement of the relevant whānau group/entity to the terms of that covenant.

## 6 FINANCIAL AND COMMERCIAL REDRESS

### FINANCIAL REDRESS

6.1 The Crown will pay the Te Ātiawa o Te Waka-a-Māui trustees on the settlement date an amount equal to:

6.1.1 \$11,760,000;

less:

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

6.1.3 the total transfer values of:

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

(b) the licensed land properties, being \$6,181,679, being transferred on settlement date.

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

6.2.1 \$3,010,000, which the Te Ātiawa o Te Waka-a-Māui trustees may, at their discretion, receive either in cash or in the form of commercial redress properties with which Te Ātiawa o Te Waka-a-Māui has a cultural association; and

6.2.2 \$8,750,000;

provided that nothing in clause 6.2 shall:

6.2.3 create any obligation, duty or trust of any sort on Te Ātiawa o Te Waka-a-Māui trustees in respect of the cash settlement amount; or

6.2.4 imply or infer that any redress provided by the Crown to Te Ātiawa o Te Waka-a-Māui trustees is for any purpose other than the settlement of the historical claims.

### ON-ACCOUNT PAYMENT

6.3 The parties acknowledge that before the date of this deed the Crown paid \$507,643.84 to Te Ātiawa o Te Waka-a-Māui on account of the settlement.

### COMMERCIAL REDRESS PROPERTIES

6.4 The Crown will transfer on the settlement date:

6.4.1 the properties listed in tables 1 and 2 in part 3 of the property redress schedule to the Te Ātiawa o Te Waka-a-Māui trustees; and

6: FINANCIAL AND COMMERCIAL REDRESS

- 6.4.2 the property listed in table 3 in part 3 of the property redress schedule (being Golden Bay High School) to the Te Ātiawa o Te Waka-a-Māui trustees and the Ngāti Tama ki Te Waipounamu Trust as tenants in common in equal shares.
- 6.5 The parties acknowledge that Golden Bay High School was to be transferred solely to Te Ātiawa o Te Waka-a-Māui but that, in recognition of the shared tangata whenua status, Te Ātiawa o Te Waka-a-Māui agreed for the property to be transferred to the Te Ātiawa o Te Waka-a-Māui trustees and the Ngāti Tama ki Te Waipounamu Trust.
- 6.6 Tables 2 and 3 in part 3 of the property redress schedule specify the commercial redress properties to be leased back to the Crown immediately following the transfer of those properties to the Te Ātiawa o Te Waka-a-Māui trustees (and the Ngāti Tama ki Te Waipounamu Trust, in the case of Golden Bay High School). Where the lease is a registrable ground lease, the Te Ātiawa o Te Waka-a-Māui trustees (and the Ngāti Tama ki Te Waipounamu Trust, in the case of Golden Bay High School) will be purchasing only the bare land, the ownership of improvements remaining unaffected by the purchase. The forms of lease to be entered into between the Te Ātiawa o Te Waka-a-Māui trustees (and the Ngāti Tama ki Te Waipounamu Trust, in the case of Golden Bay High School) and the relevant land holding agency are set out in part 6 of the documents schedule.
- 6.7 The transfer of a commercial redress property under clause 6.4 is to be on the terms and conditions in part 6 of the property redress schedule and will be:
- 6.7.1 subject to, and where applicable with the benefit of, the encumbrances provided in the disclosure information in relation to that property; and
- 6.7.2 in the case of a licensed land property, in addition to any encumbrances referred to in clause 6.7.1, where set out in table 1 in part 3 of the property redress schedule also subject to:
- (a) the Te Ātiawa o Te Waka-a-Māui trustees (together with any other joint licensor governance entities who also have a specified share in the licensed land property) providing to the Crown before the registration of the transfer for the licensed land property, a right of way easement in gross on the terms and conditions set out as "type A" in part 7.1 of the documents schedule (subject to any variations in form necessary only to ensure its registration);
  - (b) the Crown providing to the Te Ātiawa o Te Waka-a-Māui trustees (together with any other joint licensor governance entities who also have a specified share in the licensed land property) before the registration of the transfer for the licensed land property, a right of way easement on the terms and conditions set out as "type B" in part 7.2 of the documents schedule (subject to any variations in form necessary only to ensure its registration);
  - (c) the Te Ātiawa o Te Waka-a-Māui trustees (together with any other joint licensor governance entities who also have a specified share in the licensed land property) providing to the Crown before the registration of the transfer for the licensed land property, a right of way easement on the terms and conditions set out as "type C" in part 7.3 of the documents schedule (subject to any variations in form necessary only to ensure its registration);

6: FINANCIAL AND COMMERCIAL REDRESS

- (d) the Te Ātiawa o Te Waka-a-Māui trustees and Toa Rangatira Trust, before the registration of the transfer for the licensed land property known as Queen Charlotte Forest, granting to each other right of way easements on the terms and conditions set out as "type D" and "type E" in parts 7.4 and 7.5 of the documents schedule (subject to any variations in form necessary only to ensure its registration); and
- (e) the parties to the easements referred to in clause 6.7.2 (a) - (d) being bound by the easement terms from settlement date.

6.8 The Crown acknowledges that right of way easements in gross previously entered into to provide access to Crown forest land are likely to be a continuing requirement for the ongoing management of the licensed land properties. The Crown therefore agrees to consult with the Te Ātiawa o Te Waka-a-Māui trustees (together with any other joint licensor governance entities who also have a specified share in the licensed land property) and the relevant licensees, with a view to assigning those easements where an ongoing requirement is agreed.

**LICENSED LAND PROPERTIES**

6.9 The settlement legislation will, on the terms provided by sections 168 to 171 and 173 to 176 of the draft settlement bill, provide for the following in relation to a licensed land property:

6.9.1 the transfer of the specified share by the Crown to the Te Ātiawa o Te Waka-a-Māui trustees;

6.9.2 it to cease to be Crown forest land upon registration of the transfer;

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

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

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

6.9.4 the Te Ātiawa o Te Waka-a-Māui trustees (together with any other joint licensor governance entities who also have a specified share in the licensed land property) to be the licensor under the Crown forestry licence, as if the licensed land property had been returned to Māori ownership on the settlement date under section 36 of the Crown Forest Assets Act 1989, but without section 36(1)(b) applying; and

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

6.10 As part of the agreement on allocation of the Te Tau Ihu licensed land, Te Ātiawa o Te Waka-a-Māui agreed to purchase some land in Fighting Bay rather than pursuing the purchase of all licensed land on the Tory Channel side of Queen Charlotte Forest.

6: FINANCIAL AND COMMERCIAL REDRESS

**ACCUMULATED RENTALS**

6.11 The Crown, Te Ātiawa o Te Waka-a-Māui, Ngāti Toa Rangatira, Ngāti Tama ki Te Tau Ihu, Ngāti Rārua and Ngāti Kōata have agreed to allocate the accumulated rentals associated with the Te Tau Ihu licensed land as follows:

6.11.1	Ngāti Toa Rangatira	50%
6.11.2	Ngāti Tama ki Te Tau Ihu	12.5%
6.11.3	Te Ātiawa o Te Waka-a-Māui	12.5%
6.11.4	Ngāti Rārua	12.5%
6.11.5	Ngāti Kōata	12.5%

6.12 Accordingly, the settlement legislation will, on the terms provided by section 170 of the draft settlement bill, provide that:

6.12.1 in relation to a licensed land property, the Te Ātiawa o Te Waka-a-Māui trustees will, from the settlement date, be a confirmed beneficiary under clause 11.1 of the Crown Forestry Rental Trust Deed; and

6.12.2 the Te Ātiawa o Te Waka-a-Māui trustees are entitled to 12.5% of the accumulated rentals associated with the Te Tau Ihu licensed land on the settlement date despite clause 11.1(b) of the Crown Forestry Rental Trust Deed.

6.13 In the event a licensed land property is to be transferred to the joint licensor governance entities the joint licensor governance entities must, no later than 10 business days prior to the settlement date:

6.13.1 put in place a management agreement to govern the management of such land;

6.13.2 ensure the management agreement includes a provision for the appointment of a person or entity to be the single point of contact for the licensee of the licensed land property, and to act on all matters on behalf of the joint licensor governance entities as licensor of the licensed land property; and

6.13.3 arrange for their lawyers to certify to the Crown that the management agreement in accordance with this clause 6.13 is in place.

**DEFERRED SELECTION PROPERTIES AND JOINT DEFERRED SELECTION PROPERTIES**

6.14 The Te Ātiawa o Te Waka-a-Māui trustees may, for three years after the settlement date, purchase the properties listed in table 1 of part 4 of the property redress schedule on the terms and conditions in parts 5 and 6 of the property redress schedule.

6.15 The Te Ātiawa o Te Waka-a-Māui trustees, in common with the Ngāti Rārua Settlement Trust may, for three years after the settlement date, purchase the properties listed in table 2 of part 4 of the property redress schedule on the terms and conditions in parts 5 and 6 of the property redress schedule.



**6: FINANCIAL AND COMMERCIAL REDRESS**

- 6.16 The tables in part 4 of the property redress schedule specify the deferred selection properties and the joint deferred selection properties to be leased back to the Crown immediately after their purchase by the Te Ātiawa o Te Waka-a-Māui trustees (and, if applicable, the Ngāti Rārua Settlement Trust). The form of this lease is set out in part 6 of the documents schedule.
- 6.17 The Te Ātiawa o Te Waka-a-Māui trustees acknowledge and agree that the Te Ātiawa o Te Waka-a-Māui trustees and the Ngāti Rārua Settlement Trust have been given the right set out in clause 6.15 and such right may be exercised by the Te Ātiawa o Te Waka-a-Māui trustees and/or the Ngāti Rārua Settlement Trust joint or severally in accordance with the terms and conditions of their respective deeds of settlement.

**SETTLEMENT LEGISLATION**

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

**RIGHT OF FIRST REFUSAL OVER GENERAL RFR LAND**

- 6.19 The Te Ātiawa o Te Waka-a-Māui trustees are to have a right of first refusal in relation to a disposal by the Crown or Housing New Zealand Corporation of the properties listed in part 4 of the attachments schedule.
- 6.20 The right of first refusal set out in clause 6.19 is to be on the terms provided by sections 177 to 207 of the draft settlement bill and, in particular, will apply:
- 6.20.1 for a term of 169 years from the settlement date; and
- 6.20.2 only if the general RFR land:
- (a) is vested in, or the fee simple estate in it is held by, the Crown or Housing New Zealand Corporation on the settlement date; and
  - (b) is not being disposed of in the circumstances provided by sections 185 to 196 of the draft settlement bill.

**RIGHT OF FIRST REFUSAL OVER DEFERRED SELECTION RFR LAND**

- 6.21 The Te Ātiawa o Te Waka-a-Māui trustees, in common with Te Pātaka a Ngāti Kōata, the Ngāti Tama ki Te Waipounamu Trust, the Ngāti Rārua Settlement Trust and each of the Kurahaupō iwi, are to have a right of first refusal in relation to a disposal by the Crown or NZTA of the deferred selection RFR land (such land excludes the property described as Nelson High/District Courthouse in the property redress schedule of the Ngāti Apa ki te Rā Tō deed of settlement).
- 6.22 The right of first refusal set out in clause 6.21 is to be on the terms provided by sections 177 to 207 of the draft settlement bill and, in particular, will apply:
- 6.22.1 for a term of 100 years from settlement date; and
- 6.22.2 only if the deferred selection RFR land is not being disposed of in the circumstances provided by sections 185 to 196 of the draft settlement bill.

6: FINANCIAL AND COMMERCIAL REDRESS

**RIGHT OF FIRST REFUSAL OVER SPECIFIED AREA RFR LAND**

6.23 The Te Ātiawa o Te Waka-a-Māui trustees, in common with all the iwi with interests in Te Tau Ihu, are to have a right of first refusal in relation to a disposal by the Crown of the specified area RFR land.

6.24 The right of first refusal set out in clause 6.23 is to be on the terms provided by sections 177 to 207 of the draft settlement bill and, in particular, will apply:

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

6.24.2 only if the specified area RFR land:

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

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

**RIGHT OF FIRST REFUSAL OVER SETTLEMENT IWI RFR LAND**

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

6.26 The right of first refusal set out in clause 6.25 is to be on the terms provided by sections 177 to 207 of the draft settlement bill and, in particular, will apply:

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

6.26.2 only if the settlement iwi RFR land:

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

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

**POST-SETTLEMENT ON-TRANSFER OF QUEEN CHARLOTTE FOREST LICENSED LAND**

6.27 In accordance with clause 6.4 and the draft settlement legislation, the licensed land property described as Queen Charlotte Forest (**Queen Charlotte Forest**) is to be subdivided into nine separate computer freehold registers and transferred to Te Ātiawa o Te Waka-a-Māui trustees, subject to a Crown forestry licence (among other interests).

6.28 The Crown acknowledges that the intention of Te Ātiawa o Te Waka-a-Māui is for parts of Queen Charlotte Forest to be on-transferred to certain whānau when the Crown forestry licence ceases to apply to those parts.

6: FINANCIAL AND COMMERCIAL REDRESS

6.29 Te Ātiawa o Te Waka-a-Māui trustees agree that:

- 6.29.1 the computer freehold registers relating to Queen Charlotte Forest must all be held in the ownership of the same registered proprietor and not as tenants in common for as long as the computer freehold registers are subject to the Crown forestry licence; and
- 6.29.2 despite clause 6.29.1, a computer freehold register relating to Queen Charlotte Forest may be transferred to a different registered proprietor when a surrender of the Crown forestry licence as it relates to that computer freehold register has been effected.

## 7 SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

### SETTLEMENT LEGISLATION

- 7.1 Within 12 months after the date of this deed, the Crown will propose a bill for introduction to the House of Representatives that includes Parts 4 to 6 of the draft settlement bill, provided that the Crown has signed deeds of settlement with all of the iwi with interests in Te Tau Ihu.
- 7.2 The bill proposed for introduction may include changes:
- 7.2.1 of a minor or technical nature; or
  - 7.2.2 where clause 7.2.1 does not apply, where those changes have been agreed in writing between the Te Ātiawa o Te Waka-a-Māui trustees and the Crown.
- 7.3 Te Ātiawa o Te Waka-a-Māui and the Te Ātiawa o Te Waka-a-Māui trustees will support the passage through Parliament of the settlement legislation that gives effect to the Te Ātiawa o Te Waka-a-Māui deed of settlement.
- 7.4 Te Ātiawa o Te Waka-a-Māui, the Te Ātiawa o Te Waka-a-Māui trustees, and the Crown will maintain open channels of communication and work together as is necessary during the passage of the bill through the House of Representatives.

### SETTLEMENT CONDITIONAL

- 7.5 This deed, and the settlement, are conditional on the settlement legislation coming into force.
- 7.6 Despite clause 7.5, upon signing:
- 7.6.1 this deed is “without prejudice” until it becomes unconditional and, in particular, it may not be used as evidence in proceedings before, or presented to, a court, tribunal, or other judicial body; and
  - 7.6.2 the following provisions of this deed are binding:
    - (a) clauses 7.5 to 7.9 of this deed;
    - (b) clauses 8.4 to 8.13 of this deed; and
    - (c) paragraph 1.3 and parts 3 to 6 of the general matters schedule.
- 7.7 Clause 7.6.1 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

### TERMINATION

- 7.8 The Crown or the Te Ātiawa o Te Waka-a-Māui trustees may terminate this deed, by notice to the other, if:
- 7.8.1 the settlement legislation giving effect to this deed has not come into force within 30 months after the date of this deed; and

**7: SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION**

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

**ON TERMINATION**

7.9 If this deed is terminated in accordance with its provisions, it:

7.9.1 (and the settlement) are at an end; and

7.9.2 does not give rise to any rights or obligations; but

7.9.3 remains "without prejudice".

## 8 INTEREST, GENERAL, DEFINITIONS AND INTERPRETATION

### INTEREST

- 8.1 The Crown will pay the Te Ātiawa o Te Waka-a-Māui trustees on the settlement date interest on \$8,242,356.16 (being the amount referred to in clause 6.1.1 less the amount referred to in clause 6.1.3).
- 8.2 The interest payable under clause 8.1 is payable:
- 8.2.1 for the period from 11 February 2009, being the date of the letter of agreement, to (but not including) 11 February 2011; and
  - 8.2.2 for the period from the date of the initialling of this deed, being 7 October 2011, to (but not including) the settlement date; and
  - 8.2.3 for both the periods in 8.2.1 and 8.2.2, at the rate from time to time set as the official cash rate, calculated on a daily basis but not compounding.
- 8.3 The interest is:
- 8.3.1 subject to any tax payable in relation to it; and
  - 8.3.2 payable after withholding any tax required by legislation to be withheld.

### GENERAL

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

### HISTORICAL CLAIMS

- 8.5 In this deed, **historical claims**:
- 8.5.1 means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that Te Ātiawa o Te Waka-a-Māui, or a representative entity, had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that:
    - (a) is, or is founded on, a right arising:
      - (i) from the Treaty of Waitangi or its principles;
      - (ii) under legislation;
      - (iii) at common law, including aboriginal title or customary law;

**8: INTEREST, GENERAL, DEFINITIONS AND INTERPRETATION**

- (iv) from fiduciary duty; or
- (v) otherwise; and

(b) arises from, or relates to, acts or omissions before 21 September 1992:

- (i) by, or on behalf of, the Crown; or
- (ii) by or under legislation; and

**8.5.2** includes every claim to the Waitangi Tribunal to which clause 8.5.1 applies that relates exclusively to Te Ātiawa o Te Waka-a-Māui or a representative entity, including the following claims:

- (a) Wai 124 - Waikawa Lands claim;
- (b) Wai 379 - Marlborough Sounds and Picton claim;
- (c) Wai 607 - Te Ātiawa, Ngātiawa ki Te Tau Ihu claim;
- (d) Wai 851 - Queen Charlotte Sound claim;
- (e) Wai 920 - Waikawa Block claim;
- (f) Wai 921 - the Waikawa No. 1 Block claim;
- (g) Wai 922 - Grennell adoption and ancestral lands claim;
- (h) Wai 923 - Park Motueka Reserves claim;
- (i) Wai 924 - Kinana Waikawa Village claim;
- (j) Wai 925 - Barcello Anatohia Bay claim;
- (k) Wai 927 - Bowdler Waikawa Village Block claim;
- (l) Wai 1002 - Te Ātiawa ki Motueka Northern South Island claim;
- (m) Wai 1005 - Te Ātiawa Marine Farming and Aquaculture claim;
- (n) Wai 1454 - Te Ātiawa ki Te Tau Ihu Water Rights claim; and
- (o) Wai 1895 - Lake Grassmere Lands and Resources claim.

**8.5.3** includes every other claim to the Waitangi Tribunal to which clause 8.5.1 applies, so far as it relates to Te Ātiawa o Te Waka-a-Māui or a representative entity, including the following claims:

- (a) Wai 56 - Nelson Lands and Fisheries claim;
- (b) Wai 102 - Te Runanganui o Te Tau Ihu o Te Waka a Māui claims;
- (c) Wai 104 - Whakarewa Trust claim;
- (d) Wai 830 - Sandy Bay Section 27 and Motueka Section 157 (Pounamu Block) claim; and
- (e) Wai 1987 - Te Awhaiti village claim.

8.6 To avoid doubt, the term "**historical claims**" does not include the contemporary aspects of the:

- (a) Wai 1005 - Te Ātiawa Marine Farming and Aquaculture claim; and
- (b) Wai 1454 - Te Ātiawa ki Te Tau Ihu Water Rights claim.

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

8.7.1 a claim that a member of Te Ātiawa o Te Waka-a-Māui, or a whānau, hapū, or group referred to in clause 8.9.1(b), may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in clause 8.9.1(a); and/or

8.7.2 a claim that a representative entity may have to the extent the claim is, or is founded on, a claim referred to in clause 8.7.1.

8.8 To avoid doubt, clause 8.5.1 is not limited by clauses 8.5.2 or 8.5.3.

### TE ĀTIAWA O TE WAKA-A-MĀUI

8.9 In this deed:

8.9.1 **Te Ātiawa o Te Waka-a-Māui** means:

- (a) the collective group composed of individuals who are descended from an ancestor of Te Ātiawa o Te Waka-a-Māui; and
- (b) includes those individuals referred to in 8.9.1(a); and
- (c) includes any whānau, hapū, or group to the extent that it is composed of individuals referred to in clause 8.9.1(a) and (b) of this definition;

8.9.2 **ancestor** of Te Ātiawa o Te Waka-a-Māui means:

- (a) one or more Ngātiawa / Te Ātiawa tūpuna identified in clause 8.10 being the original Ngātiawa / Te Ātiawa owners of the Native Reserves Lands in the area of interest including Tenths Reserves, Occupation Reserves, Original Native Title Blocks, Landless Native Reserves and Ngātiawa Crown Grants; or
- (b) one or more other tūpuna recognised as Ngātiawa / Te Ātiawa and who exercised customary rights predominantly in the Te Ātiawa o Te Waka-a-Māui area of interest at any time after 6 February 1840 as established by census records, Native Land Court / Maori Land Court records or other archives;

8.9.3 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 Te Ātiawa o Te Waka-a-Māui tikanga (customary values and practices);



8.9.4 **Te Ātiawa o Te Waka-a-Māui area of interest** means the area of interest of Te Ātiawa o Te Waka-a-Māui in part 1 of the attachments; and

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

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

8.10 For the purposes of clause 8.9 the tūpuna of Ngātiawa / Te Ātiawa are:

Wiri Tuhata	Torere Taituha
Wiremu Pata	Torere Pikiwhara
Wiremu Keiri (Jnr)	Tiripa Te Puku
Wiremu Keiri	Tiripa
Wiremu Keepa	Tipene Ngaruna
Wiremu Ihaka	Tipene Maiwhana
Wirape Takarangi	Tipene Kaihi
William Newton	Tini Korehe Rakaitekura
Wikitoria Te Puoho	Timoti Te Pākī
Wikitoria Raniera	Timoti Rupuha
Wikiriwha	Timoti Parenga
Wiki Ruka	Tiemi Torere
Wi Te Taihua	Tiemi Tiakai Puku
Wi Te Puke	Tiemi Te Puku
Wi Te Hono	Tiemi Kurateau
Wi Te Auparapara	Tiaka Te Puku
Wi Parana	Teretiu Matiaha
Wi Kiriwa (Wiki Riwha)	Teretiu
Wi Kariwha	Teone Puku
Whiurangi Hapua	Teoi Kinana
Wereti Ruka	Teo Poko
Werereka Maapu	Teiti Hoera
Watene Taungatara	Teira Ranginui
Watene Rangi	Teira Kauware
Walter Arthur O'Donnell	Teira
Wahine Puhī	Teieti Meropino
Utiku Te Whaiwhai	Teieti Hoera
Utiku Takana	Te Whiu
Utiku Pipi	Te Whao Pākī
Utiku Pairama	Te Uinga Hariata (Ngapaki)
Utiku Matene	Te Toi
Utiku Love	Te Ringakura
Utiku Kawe	Te Retimana Wiwi
Utiku Kaipuke	Te Retimana Te Wharekaho
Tutini Mulroy	Te Rei Nganiho
Tukiaka Ihaka	Te Rangimoko
Tuiti Kahutapa	Te Putaka Takurua
Tuira	Te Penaha Te Hūnga
Tuhanga Pākī	Te Pata Waiharakeke

Te Pata Te Pukahu	Tame Te Maepa
Te Oti Reupene Takurua	Tame te Maepa
Te One Takurua	Tame Ruka (Taare Ruka)
Te Nihana Pākira	Tame Parana (Wi Parana son)
Te Matina Te Moana	Tamati Tikao
Te Matina Manoa	Tamati Te Whakapakeke
Te Kore Takurua	Tamati Te Hawe
Te Koihua	Tamati Pirimona Marino (Freeman)
Te Koi	(Te Wetu Takina)
Te Keha	Tamati Parana
Te Keepa	Tamati Paipa
Te Kawa	Tamati Ngatonga
Te Katara	Tamati Ngarewa
Te Karoro	Tamati Marino
Te Karira Tahuaroa	Tamati Katipa
Te Karira Hakumanu	Tamarau
Te Kararo	Tama Ruka
Te Hira Wakapaki	Takanga Hare
Te Hiita Manoa	Takahanga Te Puke
Te Hata Tapata	Taituha Te Pata
Te Ata Tahupare Takurua	Taituha Tawhiro
Te Ariki	Taituha Rau (Love)
Tāura Pirika	Taimona Wi Keiri
Tauhei Rupuha	Taiere Putaputa
Tauaki Aldridge	Tahua
Tarete Tewhara Manoa	Taare Waitara
Tarete te Nohara	Susan Mulroy
Tarapine Nihana	Sarah Poharama (Minor)
Taraipine Tawhaki	Rupuha Paramahoe
Taraipine Nihana	Ruihi Parituutu
Tanieroa Love	Ruhira Piripi
Tanerau Wirihana	Ruhi Kinana
Tanerau Turama M	Ruhi Hapiuana
Tanerau Te Whare	Rora Te Puia
Tanerau Tau Piwa	Ropoama Te One
Tanerau Riwai	Ropoama Ruphua
Tanerau Pumipi Hone	Ropata Whitikau
Tanerau Pipi	Ropata Ngapaki Ruakaka
Tanerau Mohi	Ropata Ngapaki
Tanerau Kuru	Rona Pungarehu
Tanerau Komini	Roka Tuhata
Tanerau Kareko	Roka TePuke
Tanerau Ihaka	Roka Pehimana
Tanerau Hone	Roka Pawaau
Tanerau Hoeta	Roka Parana
Tanerau Hera Hone	Roka Nihana
Tanerau Hana Jr	Roka Kereopa
Tamihana Taimoana	Roera Heketangarangi (Arahura)
Tamihana Kereopa	Riwai Te Rau
Tami	Riwai Tanerau

8: INTEREST, GENERAL, DEFINITIONS AND INTERPRETATION

Rita Ranginua	Ramari Te Roto
Riria Wikiato	Ramari Pākī
Riria Rahuruhi	Rakera Te Ringakura
Riria Hineata	Rakera Tauhei
Ripora	Rakera Kaitaumata
Ripene Tupahau (Ripini Takarangi)	Rakena te Ringakura
Ripara (Ripora)	Rakapa Te Puke
Ringahuri	Rairini Watene
Rihi Maggie Rees	Rainia te Arotahi (Rawinia Te Arohatai)
Rihari Watson	Rahera Te Ahimanga
Rihari Te Kawau	Raharuhi
Rihari Tahuaroa	Putu Mere
Rihari Kaiapa	Pumipi Te Rau
Rihari	Puku Ringahuri
Ria	Puketapu Mihi May
Rewa Kuao	Puketapu May (Woodgate)
Reupene Moroki	Popata Haramona
Reu Tini	Poharama Tauhei
Reu Teoti	Poharama Hotu
Reu Takurua	Pitama Tipao
Reu Katarina	Piripi Rangiauru
Retimana Wiwi	Piripi Kare
Retimana Whiwhi	Pirika Tanganui
Retimana Wharekaho	Pirika
Retimana Nohiwhi	Pirihira Whitikau
Reta Watene	Pirihira Waipipi
Reta Te Rau	Pirihira Tumeke
Reta Pire	Pirihira Tahuaroa
Renata Te Raho	Pirihira Ngawaka
Renata Hoani (Hirini)	Pirihira Mōkai
Rena Hopa	Pirihira Manaihera
Reita Te Ruma Takurua	Pire Matene Kinana
Rawiri Watene (Watino)	Pire Kinana
Rawiri Te Pākī	Pipi Te Teira
Rawiri Putaputa	Pipi Te Rau
Rawiri Keepa	Pipi Tanerau
Rawiri	Pipī
Raumari Kuhakaruru	Piki (Puku) Ringahuri
Rau Karewa	Philip John Haines (Himes)
Ratimira Wi Keiri	Peti Hori Parana
Ratimira Tipene	Pero Ngapaki
Raruhi Renata (Kareona)	Perere Rukarina
Raruhi	Perere Nikorima
Raniera Karena	Pera Pehimana
Ranginohokau	Pepene Te Kaka
Rangiauru	Pene Miti Kakauwere
Rangiauahi Kotua	Pehitua
Rangiarua	Pehimana Roka
Rangaunu Karena	Pawaau Mere
Rameka Hape	

Patara Tawhanga	Mitikihanga
Pata Taituha Maukuku	Miritona Te Pākī
Pare Te Teira	Miriama Te Pākī
Paraone Tiniwhai	Miriama Tahuahua
Parama Wharemaru	Miriama Putaputa
Pape Ruka	Miriama Mātenga
Paora Te Rauparaha	Miriama
Paora Paniiraira	Miria Ruka
Paora Pani Waira	Miria Kuramaio
Paora	Minirapa
Panapa	Minarapa Pōhatu
Oriwia Te Rei	Mihirei Tauhei
Oriora te Rei	Mihimete Tamati
Norton Timoti	Mihi Takurua
Norton Tiki Jr	Metiria te Kahu
Norton Tiemi Jr	Metepaere Te Rangi
Norton Tiemi	Metapere Temuera
Norton Teone	Metapere Puti
Norton Tame Kuao	Meria Ruka
Norton Rawinia J	Meri Wiremu Pirika
Norton Maa	Meri Tamati Parana
Norton Kataraina	Meri Ruka (Minor)
Norton Irihapeti J	Meri Rongopare
Norton Hawe	Meri Pāina
Norton Hariata Jr. (now Mrs Patterson)	Meri Nihana
Norton Hare	Merenako
Norton Alice T	Mereana Pākī
Nopera Te Tuhanga	Mereaina Hakaraia
Nopera Te Kaka	Mere Whitikau
Noa Napurangi	Mere Torere Mulroy
Nikorima Rouaka	Mere Te Teira
Nihana Pakira	Mere Takanga
Ngawaikowai	Mere Pirika
Ngapungarehu	Mere Nui
Ngapaki Parana	Mere Nako
Ngaiwi Te Puke	Mere Kawerau
Neta Toea	Mere Karira
Neta Matina	Mere Hapua
Neta Huria	Mere Haimona
Nepe Tarima	Mera Riwa
Natana	Mera Rewa
Naru Huriata	Meihona Tetai
Mohi Waikawau	Matiu Te Rau (Love)
Mohi Te Moana	Matiu Tanerau
Mohi Te Hura	Matiu Tamaawai
Mohi Takanga	Matiu Huriwhare
Mohi Ngawhatu	Matiu Hoani (Hirini) (te Kaaho) (Mātini)
Moari Taituha	Matiria Pani Iruira
Mititona te Paki	Matiria Kaitopira

Matini Tanuawai	Kinana Teone
Matiaha Te Arohatai	Kinana Teera
Matepere Te Rangī	Kinana Takarangī
Mate Wakapaki	Kinana Rora
Matangi Tanaki	Kinana Ropata
Matangi Tamaahua	Kinana Roera
Matangi Rangī	Kinana Riwai
Matangi Pepi	Kinana Reta
Matangi Honi	Kinana Raniera
Matangi Hine Waewae	Kinana Poko
Mata Whitikau	Kinana Nopera
Mata te Pekī	Kinana Ngawaea
Mata Te Hawe	Kinana Neta
Mata Pirika	Kinana Moki Hahi
Mata Pire	Kinana Mere Make
Mata Ngaonepu	Kinana Maata te Naihi (Te Awaiti)
Mata Munu	Kinana Heni Ruihi
Mata Hakumana	Kinana Arapata
Mary Mulroy	Kinana Ani
Martha Heberley (aka Te Naihi)	Kereopa Taimoana
Martha Ann O'Donnell	Kereopa Mere
Maraini Huriwhenua	Kereopa Heni
Manihera Wakapaki	Kereopa Amiria
Mamu	Kereopa
Makoare Pohe	Keni Rungaterangi
Makareta Te Kawa	Keenan William Jr
Maikara Hū	Keenan William Henry
Maikara	Keenan Paora Piri
Maata Meihona	Keenan Marsha
Love Wi Tako	Keenan Lovey
Love Whetowheto	Keenan Julia
Love Utiku	Keenan Johnny
Love Nui	Kawhena Ngarua
Love Mere	Katarina Hikimapu
Love Makoare	Kataraina Utiku
Love Harete	Kataraina Te Piki
Love Hape	Karouiria
Love Akirou	Karomiko Temuera
Louisa O'Donnell	Karitopira
Lizzie Emma O'Donnell	Karira Wiremu Pirika
Kuramahiao	Karira Timoti
Kuramahiao	Karira Te Kore
Kurae Whitikau	Karira Taura
Korouiria	Karira Tamati
Komene Te Pata	Karira Tahuaroa (Watson)
Ko Pākia	Karira Taare
Kiriona Ringahuri	Karira Riria
Kirihipu Kūpapa	Karira Rihari
Kinana Wire	Karira Repora
Kinana Turi	Karira Rangikauna

Karira Pareiri	Hore Te Kihi
Karira Mihi	Hora Watine (Watino)
Karira Karira	Hopa Ruka (Minor)
Karira Iringa	Honu Te Aupoī
Karena Taitua	Honeri Parana
Karauria Kapiti	Hōne Tuhata
Karauama Kōpura	Hone Te Rau
Karauama Kōpura	Hōne Te Nākahi
Kararaina Paniiraira	Hone Tanerau (Jnr)
Karanama	Hone Tanerau
Kara Te Hawe	Hone Ruka (Minor)
Kapurangi	Hona Te Haupohe
Kakaraia Te Rimu	Hokiariki
Kaipuka	Hohepa Ruka (Minor)
Kaiapa Pokaikehu	Hohepa Ngapaki
Kaa Takurua Tamati	Hoheka Ruka (Hohepa Ruka)
Kaa Takurua	(Minor)
John O'Donnell	Hohaia Rangirunga
John Keenan	Hohaia Rangiauru
James Mulroy	Hohaia Pākī
James Keenan	Hoeta Te Rawhi
Iwihora Piripi	Hoeta Te Rau
Irihapeti Ngapaki	Hoeta Taituha
Irihapeti Kaiapa	Hoera Rangiauru
Inia Ngongohau	Hoera Nikorima
Ina Tuhata jnr	Hoera Nikarina
Ina Tuhata	Hoani Te Wanikau Te Whare
Ina Te Hunuhunu (Hunahuna)	Takurua
Ihaka Te Wharekaho	Hoani Te Keha
Ihaka Ihaka	Hoani Tatana Te Keha
Ihaia Apaapa	Hoani Tatana
Hutiku	Hoani Purei
Huriata Te Puke	Hoani Potahi Parana
Huntley William	Hoani Ngapaki
Huntley Helen	Hoani Koinaki
Huntley Edward	Hoani Hape
Huntley Donald	Hita Ropoama
Huntley Annie	Hiritaua Wakapaki
Huntley Allen	Hirini te Kahu
Humphrey Susan	Hirawanu
Hui Hariota	Hira Watino (Wateno)
Huhuna Te Puke	Hipara Mohi Waikawau
Huhana te Keha	Hewa Pākī
Huhana Tatana	Heta Te Rau
Hugh Augustus O'Donnell	Herewini Te Kaha
Horina Pākī	Herewini Reupene Takurua
Hori Tapa (minor)	Herewini NgaMutunga
Hori Te Kihi	Herewine Te Keha
Hori Patene	Herewine Tatana
Hori Parana	Herewine Ngapiko

Herereka	Haramona
Heremaia Ngauruwhenua	Hara Karauama
Heremaia Mātenga	Hapurona Te Pākī
Herata Te Puke	Hapurona
Herata Pāihi	Hapuiana Wikitoa
Heni Ngarewai	Hapua Hapua
Heni Mimikau	Hani Notini
Heni Kohikiko Tatana	Hana Te Unuhi
Heni Kereopa	Hana Te Rau
Heni Keepa	Hana Tanerau (Jnr)
Heni Hineahi	Hana Rau
Henare Te Puku	Hana Pire
Henare Te Moana	Hamuera Tutawhia
Henare Te Keha	Hamuera Te Ketu
Henare Tatana	Hamuera Taka
Henare Mahuika	Hamuera Poehitaka
Henare Kereopa	Hamiria Whakaruru
Hemi Watene	Hamiora Tamaranga
Hemi Waiti	Hamiora Noharuru
Hemi Te Parekura	Hami
Hemi Te Moana	Hamarama Watene
Hemi Te Moaa	Hamarama Te Rongonuiarangi
Hemi Matiaha	Hamarama te Ngako
Hemi Kuku	Hamarama Rongouinarangi
Hematiri Te Ruka (Hematini Ruka)	Hakuria
Hematini Te Puku	Hakiaha Kūpapa
Hematini Ruka	Hakaraia Te Roma
Hemaina Taraikino	Hakaraia Te Rangihikoia
Heberley Joseph	Hakaraia te Rangihikia
Heberley John	Haimona te Arama
Heberley Jacob	Haimona Rangiauru
Heberley Henry	Haata Toremi
Haura Rei Kareona (Karehana)	Haata (Arthur) Tiaki
Hāroto	Haata (Arthur) Teone
Hariota We Keiri	Haata (Arthur) Henare te Moana
Hariota Tipene	Haata (Arthur) Amiria
Hariota Kereopa	Grace Lloyd
Hariata Ngapaki	George Smith (Minor)
Hariata Kuraakona	Frederick Reid
Hare Tiaki Te Puku	Euera Ihaka
Hare O'Donnell	Eruini Te Keha
Harawira	Erueti Manukapanganui
Harata Te Kahu Takurua	Eruera Te Rangiwihina a.k.a Te Rangiwihira
Harata Tanerau	Eruera Tatana Te Keha
Harata Pene	
Harata Heremaia	

8: INTEREST, GENERAL, DEFINITIONS AND INTERPRETATION

Eruera Tatana	Arapera Te Motukatoa
Eruera Patara	Arapera Te Hurakia
Eruera Paipa	Arahura Kainu
Eruera Ihaka	Aperahama Matemate
Erina Takurua	Aperahama Manukonga
Eraita Paroua	Amo Hona
Eraita Paraone	Amiria Kino
Emma Ruka (Minor)	Amiria Arthur
Edward Annesly Bishop	Amina Rapa
Daniel Love	Aldridge William
Charlie Waitara	Aldridge Michael
Atereta Tewhara	Aldridge Henry
Arihia Taame	Aldridge Elizabeth (Mrs Robinson)
Arareti Tiaki	Aldridge Charles
Arareti Teoti	Aldridge Alice Mary (Mrs Redmond)
Arapere Te Hura	Adams Sarah
Arapere Kaiapa	

**MANDATED NEGOTIATORS AND SIGNATORIES**

8.11 In this deed:

8.11.1 **mandated negotiators** means the following individuals:

- (a) Sharon Gemmell (principal negotiator); and
- (b) Archdeacon Harvey Ruru; and

8.11.2 **mandated signatories** means the following individuals:

- (a) Cindy Lou Batt;
- (b) John Pire Katene;
- (c) Jon Tamarere McGregor;
- (d) Ngawaina Joy Shorrocks;
- (e) Neville Karira Watson Tahuaroa;
- (f) Ronald Keith Riwaka;
- (g) Susan Glenice Paine;
- (h) Te Hawe Harvey Ruru;
- (i) Vennessa Patricia Charmon Turama Ede; and
- (j) William Tahuaroa Reeves.

**ADDITIONAL DEFINITIONS**

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



INTERPRETATION

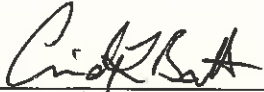
8.13 The provisions in part 6 of the general matters schedule apply in the interpretation of this deed.

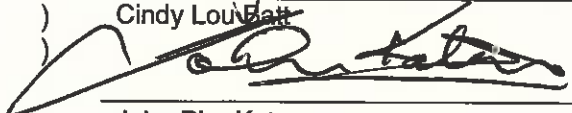
SIGNED as a deed on 21 December 2012

SIGNED for and on behalf of  
TE ĀTIAWA O TE WAKA-A-MĀUI  
by the mandated signatories:  
in the presence of;

  
\_\_\_\_\_  
Signature of Witness


Witness Name:  
ALEXANDER WATSON  
Occupation:  
RETIRED  
Address:  
62 HAPPY VALLEY ROAD  
OUTHIRO BAY  
WELLINGTON


  
\_\_\_\_\_  
Cindy Lou Batt

  
\_\_\_\_\_  
John Pire Katene

  
\_\_\_\_\_  
Jon Tamarere McGregor

  
\_\_\_\_\_  
Ngawaina Joy Shorrocks

  
\_\_\_\_\_  
Neville Karira Watson Tahuaroa

  
\_\_\_\_\_  
Ronald Keith Riwaka

  
\_\_\_\_\_  
Susan Glenice Paine

  
\_\_\_\_\_  
Te Hāwe Harvey Ruru

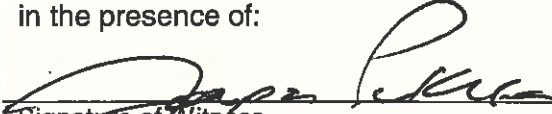
  
\_\_\_\_\_  
Venessa Patricia Charmon Turama Ede

  
\_\_\_\_\_  
William Tahuaroa Reeves

TE ĀTIWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT

8: INTEREST, GENERAL, DEFINITIONS AND INTERPRETATION

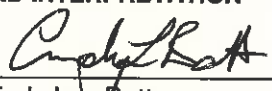
SIGNED by the Trustees of  
TE ĀTIWA O TE WAKA-A-MĀUI TRUST  
in the presence of:


  
Signature of Witness

Witness Name: J. W. Pukekohe


Occupation: Manager


Address: 8 Fell St  
Seddon


)   
) Cindy Lou Batt

)   
) John Pire Katene


)   
) Jon Tamarere McGregor

)   
) Ngawaina Joy Shorrocks

)   
) Neville Karira Watson Tahuaroa

)   
) Ronald Keith Riwaka

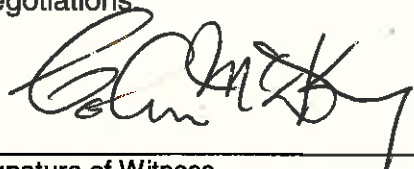
)   
) Susan Glenice Paine

)   
) Te Hape Harvey Ruru

)   
) Venessa Patricia Charmon Turama Ede

)   
) William Tahuaroa Reeves

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

  
Signature of Witness

Witness Name: Colin King

Occupation: M.P.

Address:

)   
) Hon Christopher Finlayson

TE ĀTIWA O TE WAKA-A-MĀUI DEED OF SETTLEMENT

8: INTEREST, GENERAL, DEFINITIONS AND INTERPRETATION

**SIGNED** for and on behalf of **THE CROWN** by the Minister of Finance only in relation to the indemnities given in Part 2 (Tax) of the General Matters Schedule of this Deed in the presence of:



Hon Simon William English



Signature of Witness

Witness Name: *Andrew Craig*

Occupation: *Economic advisor*

Address: *2/68 Obar St, Well*

Other witnesses / members of Te Ātiawa o Te Waka-a-Māui who support the settlement

Peggy Whetton  
[Signature]

Gene R. Clayton

~~Patte~~

Mabel Grennell-Takaroa.  
Graeme Gummel Rev Canon

~~Ruwi. Honni. Horvath~~

Brian Geoffrey Norton

Kahn K. Thompson (Tup)

~~Suzanne~~ Theresa Love

Elizabeth A Love (Betty)

Patricia Mary Wiltona Hanwood-

[Signature]

[Signature]

Rae Teresa Bolton

[Signature]

John Takaro Ward-Holmes Takaka.

Margaret Louise Ward-Holmes Little Takaka.  
Yoko Kano Buddy-one (Beth) (nee Rindley)

Mairangi Reihana - Marhava Whareau - Onatohia

Georgina Busby Abury.

Janice Leanie Harriet Wharepapa

Other witnesses / members of Te Ātiawa o Te Waka-a-Māui who support the settlement

Hg Higgins

Ray Arama Rinaka Thorpe

Te māori o  
Rangitīia.

Jack Bullen

Jeanne Morgan Ward-Holmes  
Takapa

Kania Maree Manson-Heke

Jeanne Webber (nee Elkington)

John W Bunt

Jeanne Mitchell

Miv Jeremi Rei

SPENCER RIMOA I (E)

Mataaria Rei (Priest)

Mairangi Te Rei

Bany Arama

Larissa Roka Macauld

Ke

Stevens Lottier nee Keenan  
Ngani Stewart.

Rebecca

Petara Jude Te Rei

Other witnesses / members of Te Ātiawa o Te Waka-a-Māui who support the settlement

Gmyth  
Jed J.



R. Munnell.

Iris Long

Rob Holmes.

~~John Macleod~~

John Macleod.  
of the house.

TRON TE AHO HANUERA (TE REI)

John Te Rei.

Cayle Archancei McGregor-Mand



Paul Marshall.

 Mayor

A. P. Ede

~~Eric Ede~~

Lyn Speyer (nee Riddick)

Rosaline Riddick

Ken Tamara Riddick the other Riddick

Walter Waaka.

Karena Joyce Dal Martin

Other witnesses / members of Te Ātiawa o Te Waka-a-Māui who support the settlement

J.P.H.

Mark Mitchell

Hattie Ruckar

Emily Holder

Michael Thomas

Chris Kennedy

Tegan Hadley

Robin Orr

Errol MacDonald

Wacey Love

Patrick David Teherany

Michael Smith

Ranui Farina

Daria Solomon

Karen Starkey

Jane Mason

Aramenia Opepe

Robyn Smith

Other witnesses / members of Te Ātiawa o Te Waka-a-Māui who support the settlement

Marta Ridd M.R.D.  
Luiza Ridd Ridd.

Richard Paine  
Emilia-Natani Tahurua  
Kathleen Love.

~~Kathleen~~

Sam Anthony Aldridge E.N.R.  
Ngoro Maana Aldridge.

Ben Maata-Nariti  
Tina Looms.

Fred SeMiche

Donald Booth

Rima Ruwira (Nee Reeves)

Dawn McLaren Reeves

Lillian Marama Burgess (Reeves)

Rita Keka Powick (Matangi)

Tom Powick.

Jonathan Dick

Kuehael Marama Hata (Burgess / Reeves)



Other witnesses / members of Te Ātiawa o Te Waka-a-Māui who support the settlement

Lachlan Ryan

Maida

Osga

Jaxson Tiakho Wiromy Reeves

Charlotte

max

EBOOKY

KINGSTON 

Arhan Hate.

Zoraida Watson  
Elie Reeves

Arria Hate

Riley James

Cruze Wairua Watson

Charlie Jane Awataa Reeves

Jordan Kame te Whaiora

Israel Batt waitere

Te Moemoeā o Amai Alexandra Thompson