

NGĀTI KURI

and

THE CROWN

**DEED OF SETTLEMENT OF
HISTORICAL CLAIMS**

[DATE]

NGĀTI KURI DEED OF SETTLEMENT

PURPOSE OF THIS DEED

This deed:

- sets out an account of those acts and omissions of the Crown before 21 September 1992 that affected Ngāti Kuri and breached Te Tiriti o Waitangi / the Treaty of Waitangi and its principles;
- provides an acknowledgment by the Crown of the Treaty breaches and an apology;
- settles the historical claims of Ngāti Kuri;
- specifies the cultural redress, and the financial and commercial redress, to be provided in settlement to the governance entity that has been approved by Ngāti Kuri to receive the redress;
- specifies the redress to be provided in settlement to the governance entity, together with other Te Hiku o Te Ika iwi post-settlement governance entities, with regard to Te Oneroa-a-Tōhē, the Department of Conservation, and relationships with government;
- includes definitions of:
 - the historical claims; and
 - Ngāti Kuri;
- provides for other relevant matters; and
- is conditional upon settlement legislation coming into force.

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2. Tax
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6. Interpretation

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2. Vesting of cultural redress properties
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DOCUMENTS

1. Te Hiku o Te Ika Iwi - Crown Social Development and Wellbeing Accord
2. Statements of Association
3. Protocols
4. Letter of Commitment Relating to the Care and Management, Use, Development and Revitalisation of, and Access to, Te Hiku o Te Ika Iwi Taonga
5. Encumbrances
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ATTACHMENTS

1. Area of interest
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3. Te Paki Station
4. RFR land
5. Te Oneroa-a-Tōhē Management Area
6. Central and South Conservation Areas and Ninety Mile Beach Marginal Strip plan
7. Draft Settlement Bill

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DEED OF SETTLEMENT

THIS DEED is made between

NGĀTI KURI

and

THE CROWN

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MIHI

He Kororia Honore Hareruia Kia
Ihoa O Nga Mano.
Matua Tama Wairua Tapu
Me Nga Anahera Pono
Me Te Mangai - Ae.

Ruia Ruia
Opea Opea
Whiria whiria
Tahia tahia
Kia hemo ake te ka koa-koa
Kia herea mai ki te kauwau koroki
Kia tataki mai ki tana pukoro whai koro
He kuaka marangaranga
Kotahi te manu i tau atu ki te tahuna
Tau atu tau atu tau Atu.

Ko Kurahaupo Te waka
Ko Po Hurihanga Te Tangata
Ko Kohuroa Te Maunga
Ko Parengarenga Te Wahapu
Ko Te Hapua Te Papakainga
Ko Te Hiku O Te Ika Te Marae
Ko Te Reo Mihi Te Whare Tupuna
Ko Ngati Kuri Te Iwi E Mihi Atu Nei
Tihei Wa Mauri Ora.

Ko Ngati Kuri tenei e tu atu nei,
e mihi atu nei kia ratou ma.
Oti ra e hoki mahara ana i te tuatahi
kia ratou nga kaumatua/kuia o Ngati Kuri i
tautoko i nga kupu i roto i te kawenata
"I riro whenua atu me hoki whenua mai".

Ki nga kai tono whenua o Ngati Kuri o
naiane, ko tata tutuki te koupapa tono
whenua o Ngati Kuri i a koutou.

Kia koutou te roopu o te Karauna ko
tau mai nei i tenei ra, haere mai. Ko matou
enei te Iwi o Ngati Kuri e tatari ana i nga
rarangi kupu me nga whakapaha ko pikaungia
mai nei e koutou. No reira haere mai.

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WAIATA

He Kuaka Marangaranga

He kuaka marangaranga
Kotahi te manu i tau
Tau atu ki te Tahuna
Tau atu Tau atu e

He tangata ke koutou
He tangata ke mātou
Kei roto i tenei whare
Tatou Tatou e

Keria he Waikeri
Ki a puta ki te Reinga
He Waikeri Rerenga
Rere roimata e

He kuaka marangaranga
Kotahi te manu i tau
Tau atu ki te tāhuna
Tau atu Tau atu e.

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1 BACKGROUND HE KŌRERO NĀ NGĀTI KURI

Turuturu taku manu ki te taha uta
Turuturu taku manu ki te taha wairua
Koia atu rutua
Koia atu rehua
Turuturu taku manu e

My ancestors settled on the land
My ancestors and the spirits were appeased and as one
They tackled
They calmed.

NGĀTI KURI TRADITIONAL HISTORY

1.1 The following is Ngāti Kuri's own account of their pre-Treaty history.

NGĀ TĀNGATA WHENUA

NGĀ TŪPUNA

1.2 According to Ngāti Kuri tradition, Ngāti Kuri trace their whakapapa to the first Ariki to settle Te Hiku o Te Ika, the northernmost peninsula of Aotearoa.

1.3 Ruatāmore of the waka Taikorua followed by Te Ngake of the waka Tahirirangi were the founding people. These Ngāti Kuri ancestors, known as the people of Te Ngake preceded the arrival of the most contemporary wave of migratory waka from Polynesia by some centuries. Ngāti Kuri kaumātua can recite 23 generations from these principal Ariki and to the arrival of Pōhūhanga and the waka Kurahaupo. These original Ariki enjoyed sole and undisturbed occupation on this land for almost four centuries prior to the arrival of Pōhūhanga.

Nā Te Ngake, te tupuna o te ao kōhatu o Ngāti Kuri, i whakatakoto te whāriki mana whenua mo ona uri.

Ngāti Kuri ancestor of ancient times Te Ngake, has already laid the foundation of mana whenua for his descendents.

1.4 On its journey to Aotearoa, the Kurahaupo approached an island, observing volcanic activity. Moungaroa, the Ariki on the Kurahaupo named the island Rangitahua (The Burning Sky). The European name for that group of islands is the Kermadecs. The Kurahaupo required repairs at this time. This was achieved by using hīoko of the kuri moana (skins of seals) caught in nets on the voyage, as well as tamata kōrari (flax mats) bound by taura kaha (woven fibre), to the hull of the waka. Kurahaupo people inhabited Rangitahua for a period as they waited for favourable conditions before journeying on.

1.5 This incident was of sufficient significance to characterise those on the Kurahaupo. The use of the taura kaha and the hīoko kuri moana (also a symbol of strength and endurance) led to the people identifying themselves as Ngāti Kaha.

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- 1.6 The use of the hīoko kuri moana later became a strong theme connected with the people, and a precursor to the naming of the iwi as Ngāti Kuri.
- 1.7 Pō replaced Moungaroa as the Ariki of the Kurahaupo after the arrival on Rangitahua. Moungaroa continued on to Aotearoa on the Tākitimu waka. There were other Rangatira on the Kurahaupo who transferred to other waka to complete their journeys.
- 1.8 As Pō navigated Kurahaupo close to where he believed land to be (Aotearoa) his companion Pī looked back and noticed land in the distance. Pī called out:

E Pō! Kei muri kē te motu, kei muri te whenua. Hurihia te waka.

Pō, the island and land are behind us. The waka has to be turned.

Pō, the island and land are behind us. The waka has to be turned.

- 1.9 Kurahaupo landed on the south end of Te Huka beach, near Tom Bowling Bay at the top of the North Island, and it was here where they were met by the people of Te Ngake.
- 1.10 The union of Pōhurihanga and Maieke of Te Ngake merged those whakapapa lines. The union of Kurahaupo people with the people of Te Ngake, (the early tangata whenua) makes them closely interrelated with te kupenga tūpuna (the ancestral network).
- 1.11 Kupe first landed in Aotearoa on Ngākengo beach near the entrance to the Pārengarenga Harbour. In the Whareana area, a cluster of offshore rocks visible at low tide are furrowed, resembling cultivated land. This area was named Te Paraunga o Kupe by the tūpuna of Ngāti Kuri, in acknowledgement of him. According to Ngāti Kuri history and others, Kupe did not stay in this area long before he moved on. Ngāti Kuri do not take their whakapapa from Kupe.
- 1.12 Ruatāmore, Te Ngake and Pōhurihanga are considered to be the most prominent Ariki of Ngāti Kuri. Tōhē, Toroa, Tiawhenua, Te Tahora, Niho, Mangakauiti, Ihutara, Taihaupapa, Mokohōrea, Te Raukarora, Murupaenga, Hongi Keepa, and Rewiri Hongi are among the many notable Ngāti Kuri Rangatira. Maieke, Muriwhenua, Amongariki, Tihe, Kohine, Raninikura, Uru Te Kawa, Tangirere and Whakarua are among the many notable chiefly women of Ngāti Kuri.
- 1.13 Ihutara, a rangatira and tūpuna of Ngāti Kuri, lived four generations after Pōhurihanga. He was killed in a battle between Ngāti Kaha and Ngāti Awa at Wharekapua.

Na Taihaupapa, te tama o Ihutara te tūpāpaku o tōna matua i hiki ki te moutere i roto i te wahapū o Pārengarenga.

It was Taihaupapa, the son of Ihutara who lifted the body of his father to an island in the Pārengarenga harbour.

Because of the mana of Ihutara, three highly prized Polynesian dogs (kuri) were sacrificed as part of the funerary rites to appease the atua (gods). That island became known as Motu Whāngai Kuri.

- 1.14 From this event Ngāti Kuri derived its name. Again because of the event's significance to Ngāti Kuri, the area was named Hikitama. This refers to the actions of Taihaupapa

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while carrying his father Ihutara from the battlefield northwest of Wharekapua, to Motu Whāngai Kuri. Wharekapua is now called Cape View.

- 1.15 Another rangatira and tupuna of Ngāti Kuri, Mokohōrea, lived at times in the Ngātaki area. His pā there provided a sentinel position for him to challenge all parties travelling north. In Ngāti Kuri history the name Ngātaki was introduced to this area as a result of the protective actions of Mokohōrea, in the saying “ngā takinga o Mokohōrea” (the many challenges of Mokohōrea). Mokohōrea built the ancestral pā sites called Ngā Tama a Tautanui. Individually these twin pā were known as Tama atawhana and Tomo atawhana. He successfully defended the pā and its Ngāti Kuri people from outside attack many times.
- 1.16 The primary hapū of Ngāti Kuri are Te Kari, Te Whakakōhatu, Ngāti Waioara, Te Māhoe, Ngāti Murikahara, Patukirikiri, Ringamaui, Pohotiare, Ngāti Taiheke, Ngāti Moewhare, Ngāti Korokoe and Ngāti Rua.
- 1.17 The mana whenua of Ngāti Kuri lies in their whakapapa and territorial claim, traditionally defined by their ancestors’ landing locations in Te Hiku o Te Ika - Ruatāmore in the waka Taikōria at a place called Waitaha; Te Ngake in the waka Tahirirangi at a place called Ngākengo; and Pōhurihanga in the waka Kurahaupo at the southern end of Te Huka beach at a place called Waitangi.

Ka hono te tangata whenua ki ngā uri o te waka Kurahaupo.

The people of the land had union with the descendents of the waka Kurahaupo.

Ko Kurahaupo te waka
Ko Pōhurihanga te tangata
Ko Kohuroa te maunga
Ko Pārengarenga te wahapū
Ko Ngāti Kuri te iwi.

Kurahaupo is the waka
Pōhurihanga is the person
Kohuroa is the mountain
Pārengarenga is the harbour
Ngāti Kuri is the people.

WHENUA

- 1.18 The mana and the rangatiratanga of Ngāti Kuri extend throughout their rohe over all the whenua and adjacent moana.
- 1.19 Ngāti Kuri have had continual occupation of Te Hiku o Te Ika. Ngāti Kuri continues to exercise their tribal mana, a role passed down from the gods (mana atua) through their ancestors (mana tūpuna) to them (mana whenua).
- 1.20 Ngāti Kuri are the tāngata whenua and kaitiaki (guardians) of Te Rerenga Wairua, the departing point of the spirits, at the end of Te Ara Wairua, the spiritual pathway that leads along Te Oneroa a Tōhē on the western flank of the Ngāti Kuri rohe. Te Ara Wairua and Te Rerenga Wairua are of great significance to all Māori as the spiritual link to the ancestral homeland of Hawaiki.

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- 1.21 At Te Rerenga Wairua, Rehua, the turbulent male sea from the west (Te Tai o Rehua/ Tasman Sea) meets Whitirea, the female sea from the east (Te Moana Nui a Kiwa/ Pacific Ocean). This place of convergence is Te Nuku o Mourea (the tidal rip of the whirlpool of Mourea). Having departed from Te Rerenga Wairua, the wairua (spirit) of each person must seek the summit of Ōhau at Manawatāwhi (Three Kings Islands) to turn and see Aotearoa one last time before making the final leg of their journey to Hawaiki.
- 1.22 On the Northern Cape, between Te Rerenga Wairua and Murimotu, is Kapo Wairua, part of the ancient pathway of the departing spirits travelling from the east coast. Te Horo is the name of the ancient foreshore fronting the land at Kapo Wairua stretching westward to Whangākea, on to Te Rerenga Wairua and then to the east to the island of Murimotu. At Kapo Wairua itself at the foot of Maunga Piko, stands the ancient sentinel rock, the tūāhu (shrine) of Ihangāroa.
- 1.23 To the south of Murimotu lies Mōkaikai, a large pā from ancient times renowned for its micro-climate and abundant kai moana, straddling the shores of both the Pārengarenga Harbour and the Pacific Ocean.
- 1.24 A principal kāinga noho of Ngāti Kuri today is Te Hāpua. However, other areas traditionally occupied as kāinga noho by Ngāti Kuri include Te Tahuna, Karerewaka, Te Wharau, Ngākengo, Mōkaikai, Whareana, Waikuku, Takapaukura, Mahurangi, Waiwhero, Waitangi, Wakura, Te Huka, Te Pākohu, Waihuahua, Te Poroporo, Ngatairahi, Te Mingi, Te Aporo, Paranoa, Kohuroanaki, Kapo Wairua, Whangakea, Taputaputa, Te Werahi, Te Paki, Kohangati, Tingiri, Karatia, Te Pua, Pāua, Waikanae, Mitimiti, Tangoake, Te Kao, Te Ahu, Oromanga, Wairahi, Wharekapua, Hikitama, Onepū, Te Taoha, Potiki, Waimarama, Rarawa, Ngātaki, Te Raina, Otaipango, Waihopo, Te Raite, Te Kowhai, Houhora, Maunga Tohoraha, Pukenui, Te Araiawa, Hukatere and Motutangi.
- 1.25 Ngāti Kuri have many urupā and ancient wāhi tapu. Some of these are Mareitu, Urutekawa, Tirirangi, Moetangi, Koraka Nui, Ohora, Waipuna, Waitangi (on Ōhau), Motu o Pao, Wharuanui, Takahua, Matirirau and Kaporipone. There are many more ancient wāhi tapu.
- 1.26 Ngāti Kuri have around 450 named sites of significance in Te Hiku o Te Ika, which attest to Ngāti Kuri's economic, social and over an extended period of time. Ancestral links to Maieke of Te Ngake, Pōhurihanga of Ngāti Kaha, Ihutara, Taihaupapa, Mokohōrea, Tōhē and Hongi Keepa all connected Ngāti Kuri to the land through their customary tenure.
- 1.27 Even before the arrival of Pākehā traders, explorers and missionaries in Te Hiku o Te Ika, Ngāti Kuri were experiencing the impact of European contact. The inter-tribal conflicts of the early 19th century, fuelled by tribal competition for mana and trade and the sale of muskets, led to the killing of Ngāti Kuri rangatira Hongi Keepa. Due to this tribal unrest Ngāti Kuri left Te Hiku and moved to Manawatāwhi (the Three Kings Islands). They returned to the North Cape some years later. These people were from the hapū of Te Māhoe of Ngāti Kuri.
- 1.28 Ngāti Kuri rangatira did not sign Te Tiriti o Waitangi when it was brought to Kaitia on 28 April 1840. Ngāti Kuri whenua was collectively owned, and the use of the land and its resources were controlled by customary practices; they believed there was no need for them to embrace any other land tenure systems, nor justify to foreigners their right to their land.

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BACKGROUND TO NGĀTI KURI'S TREATY CLAIMS

- 1.29 The Crown asserted authority over New Zealand partly on the basis of the Treaty, and the Crown's Treaty obligations, including its protective guarantees, applied to Ngāti Kuri.
- 1.30 Crown breaches of the Treaty of Waitangi since 1840 have given rise to Ngāti Kuri grievances.

THE MĀORI LAND MARCH AND ESTABLISHMENT OF THE WAITANGI TRIBUNAL

- 1.31 In September 1975, the Māori Land March to Wellington departed from Te Hāpua in the heart of Ngāti Kuri's rohe. The March, which had snowballed to 5,000 when it reached Wellington, was received there by the then Minister of Māori Affairs, the Honourable Matiu Rata of Ngāti Kuri.
- 1.32 In response to the various concerns raised by the Māori Land March, the Treaty of Waitangi Bill was introduced into Parliament by the Hon. Matiu Rata, the Bill's author and chief proponent, in November 1974. Parliament enacted the Treaty of Waitangi Act 1975, which established the Waitangi Tribunal. The Hon. Matiu Rata said its purpose was to provide for the observation and confirmation of the principles of the Treaty of Waitangi and to determine claims about certain matters that were inconsistent with those principles:

While the Treaty can be regarded as the possession by the whole of our nation of an instrument of mutuality that has endured for the past 134 years, to the Māori people it is a charter that should protect their rights. The Bill is primarily aimed at satisfying honour. It will also give physical and lawful sustenance to the long-held view that the spirit of the Treaty more than warrants our country's continued support.

- 1.33 The Waitangi Tribunal was initially set up for contemporary claims, inquiring into grievances that had happened from 1975. However, in 1985 the law was changed to allow the Tribunal to hear claims dating back to 1840, when the Treaty was signed.

FILING OF CLAIMS

- 1.34 The Muriwhenua Fishing Claim (Wai 22) began with a letter on 7 June 1985 from the Hon. Matiu Rata on behalf of the people of Ngāti Kuri and Te Aupōuri. The Waitangi Tribunal inquiry into the claim commenced at one of the principal marae of Ngāti Kuri: Te Reo Mihi Marae at Te Hāpua. The Report of the Waitangi Tribunal on the Muriwhenua Fishing Claim was released in June 1988. It dealt with various alleged failings of the Crown to meet its obligations under the Treaty of Waitangi in regards to the fishing rights of the Muriwhenua tribes of the Far North.
- 1.35 In 1986, Ngāti Kuri and other iwi of Muriwhenua sought and obtained an interim report from the Waitangi Tribunal (Wai 22) issued at Te Reo Mihi Marae, in which the Tribunal questioned whether the State-Owned Enterprises Bill would breach the principles of the Treaty of Waitangi and prejudice claims by Ngāti Kuri and other iwi to Crown land and resources in Te Hiku o Te Ika. The Report led to the seminal Court of Appeal decision *New Zealand Māori Council v Attorney General* [1987] 1 NZLR 641. The President of the Court of Appeal, Robin Cooke, noted the case was one of the most important to have come before the Court for the future of New Zealand. That decision in turn led to

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the enactment of the Treaty of Waitangi (State Owned Enterprises) Act 1988 which conferred binding powers on the Waitangi Tribunal to return Crown owned lands subject to tribunal claims.

- 1.36 Claim Wai 41 was lodged in July 1987, by Rātahi Murupaenga, concerning lands at Kapo Wairua. It was subsequently included in the Wai 45 claim.
- 1.37 Claim Wai 45 was lodged with the Waitangi Tribunal by Hon Matiu Rata, in December 1987, on behalf of Ngāti Kuri and the other iwi of Muriwhenua, concerning the acquisition of land in the Far North. Fifteen hearings were held between August 1990 and June 1994 and, in March 1997, the Tribunal released the Muriwhenua Land Report, which covered pre-1865 land transactions.
- 1.38 The Waitangi Tribunal also inquired into the Wai 633 claim, concerning Ngāti Kuri lands in general, lodged by Graeme Neho on behalf of the Ngāti Kuri Trust Board in September 1996.
- 1.39 Claim Wai 739 was lodged in 1998, concerning similar grievances to those set out in Wai 41 and 45, but was more specifically concerned with the lands of their tūpuna, centred on Kapo Wairua.
- 1.40 Claim Wai 747 was lodged in 1998 and included the Kermadec Islands, Rangitahua.
- 1.41 Others of Ngāti Kuri have since lodged claims, relating to the Crown's historical breaches of te Tiriti o Waitangi / the Treaty of Waitangi, with the Waitangi Tribunal.
- 1.42 Claim Wai 262 (the Flora and Fauna claim) was lodged by Saana Murray of Ngāti Kuri and five others on 9 October 1991. The Flora and Fauna claim concerned control over Māori traditional knowledge, artistic and cultural works and the natural environment. The claim had historical elements, such as the loss of tribal land and Crown suppression of Māori language and culture through the education system.

THE MURIWHENUA LAND REPORT OF THE WAITANGI TRIBUNAL

- 1.43 In its 1997 Muriwhenua Land Report, the Waitangi Tribunal found the claims of Ngāti Kuri to be well-founded. It recommended that substantial property and substantial benefits be transferred to Ngāti Kuri and other iwi to compensate for and to remove the prejudice, which occurred. The Tribunal was of the view that specific recommendations and relief should be directed at securing an appropriate economic base for Ngāti Kuri and other iwi.
- 1.44 The Tribunal made the following relevant statements and findings:
 - 1.44.1 at the end of the 18th century, Ngāti Kuri were the principal iwi on the northern cape;
 - 1.44.2 Māori are concerned when their place names, which hold cultural significance to them, are threatened with obliteration through the ascription of other names of no significance to them and possibly also of no significance to Pākehā. The Tribunal gave Cape Maria van Dieman and the Three Kings Islands, both within Ngāti Kuri's rohe, as examples. It stated that, for the purpose of the Muriwhenua claims, such names serve as evidence of the cultural bias of Europeans at that time

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- 1.44.3 pre-Treaty transactions did not effect, and could not have effected, binding sales, and the parties were not of sufficiently common mind for valid contracts to have formed. Māori contracted with Europeans on the basis of Māori law, which was the only law known to them and the only cognisable law in New Zealand before 1840;
- 1.44.4 rangatiratanga was provided for in the Māori text of the Treaty. Rangatiratanga includes the right to have acknowledged and respected the hapū system of land tenure and contracting, and also the hapū customary preferences in the administration of their affairs and management of natural resources;
- 1.44.5 the underlying assumption of government policy, that a free society, and good government and economic growth required the extinguishment of native title and the general substitution of individual tenure was not sustainable. It is clear today that the individualisation programme imposed on Māori, led to the disinheritance of large numbers of tribal members, title fragmentation, ownership splintering, the elevation of absentee interests, and the loss of group authority, social cohesion and economic strength;
- 1.44.6 during its pre-1865 land transactions, the Crown failed to produce and maintain an appropriate settlement plan that would secure Māori a proper place in the future social and economic development of the western and northern Muriwhenua districts, when in all the circumstances such a plan was required;
- 1.44.7 none of the government transactions in Muriwhenua in the period 1850-1865, including Muriwhenua South, were absolute sales of land. There was no contractual mutuality or common design but a fundamental ideological divide. There was no independent monitoring of issues of title, representation, boundaries, land descriptions, fair prices, and reserves. Overall, there were no protective arrangements;
- 1.44.8 tribal reserves were promised in some deeds of sale; however, no genuine consideration was given to this principle at all. There was no concerted plan of action to determine what Māori might need to keep for themselves as reserves, where those reserves should be located, or how they should be constituted, managed or retained in Māori control;
- 1.44.9 the government enabled and facilitated one European to acquire the vast area of Muriwhenua North, creating gross distortions between Māori and European holdings in this significant Māori area, and compromising Māori subsistence in the present and future economy. Having regard to the numbers of Māori and the fact that this was marginal land, a small inquiry would have revealed that the whole of this block should have been reserved for Māori in accordance with the original intentions settled between Nōpera Panakareao and the missionaries;
- 1.44.10 Muriwhenua iwi had a special claim to Kapo Wairua. Māori continued to occupy Kapo Wairua, and those of generations after the Treaty maintained the view that the land was still legally theirs. The loss of the papakāinga at Kapo Wairua is still most keenly felt. The Ahikā were required to vacate in the 1960s, over 120 years after it was said that Kapo Wairua and a much larger area surrounding was protected to them forever. The last of the homes

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were removed and Kapo Wairua was turned into a summer camp site for the people of New Zealand generally. There was never a full inquiry;

- 1.44.11 in regard to Motu o Pao the government could only have pursued a claim to the land on the basis of its surplus land policy. It is likely Māori had no real knowledge of the government's claim to Motu o Pao until a lighthouse was built there in 1876. The government's right to Motu o Pao was simply that of an unfounded assertion in a Gazette notice. At no point had the government considered the significance of the urupa on the island, although it was certainly informed of it. Successive petitions by Māori between 1877 and 1886 were not adequately investigated; and
- 1.44.12 many Māori petitions to the government were brushed aside for errors of fact. This stemmed from a lack of transparency in past government action and the fact that business was done on entirely European terms. Māori complaints regularly followed a development on the ground which established the land was no longer Māori. This should have indicated to government that Māori were previously unaware of the situation. Māori are considerably disadvantaged by a lack of access to records and the capture of the official record by officials. The Tribunal noted it was established to be bicultural in its investigations.
- 1.45 The focus of the Waitangi Tribunal's *Muriwhenua Report* was on grievances up until 1865. There has never been a full judicial inquiry into the claims of Ngāti Kuri after that date and the full Ngāti Kuri history has yet to be properly researched and officially acknowledged.

CREATION OF TE HIKU FORUM

- 1.46 In June 2008, all five Te Hiku iwi were involved in the establishment of Te Hui Tōpū o Te Hiku o Te Ika Forum to progress shared and overlapping interests over Crown Forest and Te Oneroa-a-Tōhē. Each iwi appointed three negotiators to represent them on the Forum. Ngāti Kuri appointed Harry Burkhardt, Catherine Davis and Graeme Noho. Pat Snedden was appointed Crown Chief Negotiator for the Te Hiku region in August 2008 and negotiations commenced between the Crown and the five iwi collectively. Over time the scope of the collective negotiations between the Forum and the Crown widened to include settlement quantum and the return of the lands and properties held by the Crown in the Te Hiku area of interest. However, each iwi also continued to have their own separate negotiations in relation to their cultural redress.

NGĀTI KURI MANDATE AND NEGOTIATIONS

- 1.47 Treaty settlement negotiations between the Crown and Ngāti Kuri began in 2001 but stopped in 2002. Between 2002 and 2009 Ngāti Kuri reviewed their approach to negotiations.
- 1.48 The people of Ngāti Kuri gave the mandated negotiators a mandate to negotiate a deed of settlement with the Crown by hui-ā-iwi in July and September 2009.
- 1.49 The Crown recognised that mandate on 23 September 2009.

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1: BACKGROUND

1.50 The mandated negotiators and the Crown:

- 1.50.1 by terms of negotiation dated 1 December 2009, agreed the scope of objectives and general procedures for the negotiations consistent with the policy framework developed by the Crown for negotiating and settling historical Treaty claims and settlement redress;
- 1.50.2 by agreement with the Te Hiku iwi dated 16 January 2010, agreed, in principle, that Ngāti Kuri and the Crown were willing to enter into a deed of settlement on the basis set out in that agreement; and
- 1.50.3 since the Te Hiku agreement in principle, have:
 - (a) had extensive negotiations conducted in good faith; and
 - (b) negotiated and initialed a deed of settlement.

RATIFICATION AND APPROVALS

1.51 Ngāti Kuri have, since the initialing of the deed of settlement, by a majority of:

- 1.51.1 [percentage]%, ratified this deed and approved its signing on their behalf by [the governance entity][a minimum of [number] of] the mandated signatories]; and
- 1.51.2 [percentage]%, approved the governance entity receiving the redress.

1.52 Each majority referred to in clause 1.49 is of valid votes cast in a ballot by eligible members of Ngāti Kuri.

1.53 The governance entity approved entering into, and complying with, this deed by [process (resolution of trustees etc)] on [date].

1.54 The Crown is satisfied:

- 1.54.1 with the ratification and approvals of Ngāti Kuri referred to in clause 1.49;
- 1.54.2 with the governance entity's approval referred to in clause 1.51; and
- 1.54.3 that the governance entity is appropriate to receive the redress.

AGREEMENT

1.55 Therefore, the parties:

- 1.55.1 in a spirit of co-operation and compromise, wish to enter, in good faith, into this deed settling the historical claims; and
- 1.55.2 agree and acknowledge as provided in this deed.

NGĀTI KURI DEED OF SETTLEMENT

2 HISTORICAL ACCOUNT

- 2.1 This historical account describes the relationship between the Crown and Ngāti Kuri since 1840 to provide context for the Crown's acknowledgements and apology to Ngāti Kuri.

INTRODUCTION

- 2.2 Ngāti Kuri are an ancient iwi who descend from the first Ariki to settle Te Hiku o Te Ika (the tail of the fish). Ngāti Kuri ancestors have occupied the northern-most lands of Aotearoa through the generations to the present. They maintain tribal mana and kaitiakitanga over their rohe through mana tūpuna (ancestral right) and ahikāroa (continuous occupation). Their contemporary rohe extends from Maunga Tohoraha (Mt Camel) in the east to Hukatere in the west north-west to Motu o Pao, across to Te Rerenga Wairua/Cape Reinga and then east to Murimotu, including Manawatāwhi (the Three Kings Islands) and Rangitahua (the Kermadec Islands).
- 2.3 Ngāti Kuri are people of the land and the sea. The land was sandy and Ngāti Kuri relied on resources throughout their rohe to survive. Traditionally, Ngāti Kuri lived in a number of small settlements and moved around the northern peninsula following seasonal cycles for gardening, fishing and other food gathering. Ngāti Kuri used their rohe intensively and extensively, with sites of permanent settlement based around food and water supplies.
- 2.4 Ngāti Kuri held their land and resources in customary tenure under collective tribal and hapū custodianship. Use of land, sea and waterways were managed, in accordance with tikanga, to sustain the community. Permanent alienation of land by means of commercial transactions was not part of Ngāti Kuri custom.
- 2.5 Ngāti Kuri have whakapapa links and whanaungatanga relationships with other iwi of Te Hiku o te Ika and iwi from outside the region. Ngāti Kuri acknowledges these whakawhanaunga ties and applied them selectively, forming strategic alliances with other iwi by acting as mercenary forces or for mutual cooperation.
- 2.6 As well as moving freely within their rohe, Ngāti Kuri also had hapū in other parts of Te Hiku and settled further afield. This mobility intensified with the arrival of explorers, traders and missionaries, bringing with them goods, guns, alcohol and disease. Although few ventured as far north as Ngāti Kuri's rohe the changes in areas further south affected their social and political patterns of living.
- 2.7 The 1820s and 1830s were a period of instability and mobility in Northland as a consequence of introduced diseases and inter-tribal warfare, and Ngāti Kuri were caught up in the turmoil of the times. The killing of their chief Hongi Keepa by Panakareao altered iwi politics and impacted on Ngāti Kuri's capacity to effectively respond to future developments. As a result of Panakareao's killing of their chief, Ngāti Kuri migrated from the northern area of Te Hiku to other locations. These included as far south as Whaingaroa on the east coast, Rangikohu on the west, and the outlying islands of Manawatāwhi.

NGĀTI KURI DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

TE TIRITI O WAITANGI/TREATY OF WAITANGI

- 2.8 In 1839 the British Crown decided to bring New Zealand under its protection and authorised Captain William Hobson to treat with Māori. In the resulting Te Tiriti o Waitangi / Treaty of Waitangi the Crown promised to protect the rights and interests of Māori in their lands, resources and chieftainship, and to provide an equal standard of citizenship for Māori and Pākehā.
- 2.9 The British Government intended to protect Māori in relation to the purchasing of land. The Secretary of State for War and the Colonies instructed Hobson that all land dealings with Māori should be conducted on the principles of "sincerity, justice and good faith" adding that Māori "must not be permitted to enter into any contracts in which they might be the ignorant and unintentional authors of injuries to themselves". Further, the acquisition of land for European settlers "must be confined to such districts as the natives can alienate, without distress or inconvenience to themselves".
- 2.10 Ngāti Kuri did not sign Te Tiriti o Waitangi / the Treaty of Waitangi when Hobson brought it to Kaitiāia in April 1840. Crown authorities had little presence in the Ngāti Kuri rohe over the following decades and tikanga Māori (customary law) largely prevailed. The Crown's authority to govern derived in part from Te Tiriti / the Treaty, and its obligations applied to Ngāti Kuri.

EARLY LAND TRANSACTION - TAYLOR'S GRANT

- 2.11 On 14 and 30 January 1840 the British Crown proclaimed it would not recognise future land transactions between Māori and British subjects. The Crown subsequently set up a land claims commission to investigate all pre-Treaty land transactions. This principle was upheld at the Waitangi Treaty signing, where Governor Hobson promised to Māori that any lands purchased from them unfairly would be returned.
- 2.12 Ngāti Kuri were not signatories to the only pre-Treaty land transaction in their rohe. On 20 January 1840, Reverend Richard Taylor, a missionary, signed a deed with a politically powerful chief from another iwi to acquire most of the land stretching north from Matapia Island and the Pārengarenga Harbour (approximately 65,000 acres known as the Muriwhenua transaction). Taylor intended to hold the area as a permanent endowment for Ngāti Kuri and others so they could return to their ancestral lands, while retaining a small parcel for his own investment. There is no evidence that Ngāti Kuri consented to any such protective measure to be implemented on their behalf. The deed was negotiated and signed in Kaitiāia (around two days travel away) a year before Taylor visited the land.
- 2.13 The Land Claims Commission held a hearing into the Muriwhenua transaction at Mangonui in January and February of 1843. The Commissioner recommended the Crown issue a land grant to Taylor and his associates.
- 2.14 The Crown wanted to ensure settlers did not become owners of large areas of land so, if the Commission deemed part or all of a pre-Treaty transaction legitimate, the Crown restricted the amount it granted to settlers. The Crown issued an undefined land grant for 1704 acres for the Muriwhenua transaction. Taylor took his 864 acre share at Kapo Wairua (Spirits Bay), a key cultivation and occupation site for Ngāti Kuri. His partners took their share in Crown land elsewhere. Taylor seems to have visited the land only twice in his lifetime, and Ngāti Kuri continued to live at Kapo Wairua.

NGĀTI KURI DEED OF SETTLEMENT

2: HISTORICAL ACCOUNT

- 2.15 If the land involved in a transaction was greater than the area the Crown granted to settlers the Crown's policy was to retain the balance of the land itself, as "surplus land", on the basis the original transaction had extinguished Māori customary title. There was no Crown presence on the Muriwhenua block and Ngāti Kuri and other iwi continued to occupy and use it.
- 2.16 The issue of the legal status of the "surplus land" part of the block lay dormant until 1870 when Māori asked the Native Land Court to conduct a title investigation into the Muriwhenua block. The Crown decided, at that time, to abandon its claim to the "surplus land".

CROWN PURCHASING - MURIWHENUA SOUTH BLOCK

- 2.17 In the late 1850s the Crown began a large scale land purchasing programme in Te Hiku. It wanted to extinguish Māori customary title and open up Māori land for European settlement. This resulted in the first Crown land purchase to affect Ngāti Kuri.
- 2.18 In 1858, the Crown signed a deed with members of other iwi, for the 86,885 acre Muriwhenua South block which encompassed much of the southern part of Ngāti Kuri's rohe. The deed covered an extensive area used by Māori to access resources and areas of significance along both the east and west coasts. Crown officials had limited understanding of the complex whakapapa and settlement patterns in Te Hiku and at times did not distinguish Ngāti Kuri from other iwi in the northern peninsula. There is evidence that Crown officials discussed the deed with those they believed had interests or political authority in the land. However there is no evidence of Ngāti Kuri involvement in any of the discussions or in the transaction.
- 2.19 Ngāti Kuri lost any authority over the land. The Crown only reserved 100 acres of the block for Māori and did not protect this from future alienation.
- 2.20 The Crown generally considered that Māori living in an area would gain from its acquisition of land, by virtue of proximity to European settlement, increased trading opportunities, a cash economy and the development of infrastructure. Ngāti Kuri saw few of these benefits, however. The Crown had purchased the Muriwhenua South block well in advance of any settler demand for the land. Parts of the block subsequently attracted gum diggers and traders, many of whom were itinerant and lived in temporary camps. There was little permanent settlement, and as a result there was little development of infrastructure. The block remained in Crown ownership well into the twentieth century.

INTRODUCTION OF NATIVE LAND LAWS

- 2.21 The Crown presence in their rohe was limited for much of the nineteenth and twentieth centuries but Ngāti Kuri were, over time, required to engage with the Crown's new laws and systems. Legislation which set up a new tenure system for Māori land had the most significant impact on Ngāti Kuri.
- 2.22 The Native Land Court was established by the Native Land Acts 1862 and 1865 to investigate and determine who owned Māori land "according to native custom" and to convert customary title into title derived from the Crown. The impetus for the acts was the desire to speed up the alienation of Māori land for settlers, and the growing opposition to the Crown monopoly on land purchases. That process involved significant changes to the ways Māori held land. Land rights under customary tenure

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were generally communal and did not recognise individual rights to alienate land. The new laws, however, gave rights to individuals rather than hapū and iwi (including allowing any individual to initiate a title investigation). Māori customary tenure also accommodated fluid and multiple customary land uses while the new system assigned permanent ownership, and did not necessarily include all those with rights in the land.

- 2.23 The Crown expected these reforms would eventually lead Māori to abandon the tribal and communal structures of their traditional land holding system. The Crown did not consult with Ngāti Kuri on the native land legislation and Māori were not represented in Parliament at the time it was introduced. Ngāti Kuri never consented to the introduction of an alternative land tenure system or the diminution of the laws of their ancestors.
- 2.24 The transition from traditional iwi and hapu representation and land ownership to a more British system of legal ownership created uncertainty and tension around the right of individuals to make land transactions without the consent of their wider whanau, hapu or iwi.
- 2.25 The new land laws also enabled private purchasers to acquire land directly from Māori. Neither the Court nor the Crown was required, before 1873, to consider whether land alienation would leave the Māori owners with sufficient land and resources for their needs. Later mechanisms aimed at ensuring Māori retained enough land proved inadequate.

OPERATION OF NATIVE LAND LAWS

- 2.26 Over half the Māori-owned land in Ngāti Kuri's rohe at 1865 had passed through the Land Court and been alienated to private parties by 1880.
- 2.27 Two blocks at the southern end of Ngāti Kuri's rohe were passed through the Court in 1865: the 100 acre reserve from the Muriwhenua South block and the 7,710 acre Houhora block. Ngāti Kuri were not involved in the Court hearings. The Court awarded these blocks, which encompassed all the land on the Houhora peninsula, to four individuals from another iwi. Both blocks were soon alienated to private purchasers.
- 2.28 Between 1871 and 1875, the Native Land Court investigated and awarded title to 70,306 acres of land in the northern part of the Ngāti Kuri rohe: the Muriwhenua, Whangakea, Mokaikai and Murimotu blocks. There are few surviving records of the Court's proceedings. Hearings for each block were held over 100 kilometres away in Ahipara and only lasted one day apiece.
- 2.29 The Court determined title to these blocks under the Native Lands Act 1865 and the Native Lands Act 1867. Under these Acts the Court had to issue the certificate of title to 10 or fewer individuals. It awarded ownership of the blocks as follows:

Muriwhenua block	18 Sep 1871	56,268 acres	7 owners
Whangakea block	18 Sep 1871	246 acres	5 owners
Murimotu block	2 Jan 1873	2,491 acres	10 owners
Mokaikai block	1 May 1875	10,923 acres	10 owners

NGĀTI KURI DEED OF SETTLEMENT

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- 2.30 The law also required the Court to register the names of all people or tribes who owned or had interests in each block but the Court in Te Hiku largely ignored this requirement.
- 2.31 The Crown intended those named on the certificate of title to hold the land as trustees for all Māori with customary interests in the land, but the legal title gave the named owners the right to manage or sell the land without reference to the wider community. Succession laws meant the land could only pass to descendants of those named on the certificate of title. This form of title deprived the majority of customary owners, and their descendants, of any legally recognised interest in the land.
- 2.32 By 1878, the Muriwhenua and Mokaikai blocks had been sold to private purchasers. The Crown-appointed Resident Magistrate assisted the parties to complete the Muriwhenua transaction, including resolving a dispute over the distribution of the purchase money.
- 2.33 In 1873, the Crown decided to acquire Murimotu Island, within the Murimotu block, for the purpose of a lighthouse, but was unable to convince all owners to sell. Under the land laws of the day, however, the Crown did not need to have the consent of all the owners in order to buy the part of the block it wanted. By 1878 the Crown had purchased the interests of seven of the ten owners. It applied to the Court to have its interest defined and was awarded 1706 acres including Murimotu Island. The other 785 acres remained Māori land.
- 2.34 A similar process facilitated the alienation of the small Whangakea block. A private purchaser convinced two of the owners to sell their interests in 1889. The other owners sold their interests the following year.

LAND ALIENATION AND SOCIO-ECONOMIC CONDITIONS

- 2.35 By 1880, Ngāti Kuri was left with less than thirty percent of the lands they had interest in, with the remaining lands concentrated around the Pārengarenga Harbour. More than 88,000 acres, mainly in the south of their rohe, was under Crown ownership, and the rest was in the hands of a small number of Pākehā individuals. One European, through land purchase and lease arrangements, controlled nearly thirty percent or over 68,000 acres of Ngāti Kuri's rohe. This had the effect of locking up the economy in the region.
- 2.36 Gum digging was the main economic activity on the peninsula with little alternative employment available. This provided Ngāti Kuri with a cash economy but they were the labourers within that economy, and in their relatively isolated community they had little option on where to sell their gum. The cash economy also disrupted their traditional cultivation patterns, making them dependent on purchased goods for their sustenance.
- 2.37 The two predominant local gum traders were the local storekeepers, who bought Ngāti Kuri's gum and also sold them the goods they needed to survive. One report in the 1880s alleged prices for goods in the Pārengarenga area were 30% greater than elsewhere. Both store keepers extended credit against gum yet to be dug and many Māori gumdiggers became indebted. Ngāti Kuri had lost control of both the land and the economy in their rohe.
- 2.38 Living conditions on the gumfields were difficult. Makeshift accommodation in damp conditions and a limited diet contributed to high rates of disease and death. In the 1880s and 1890s, Ngāti Kuri suffered from many outbreaks of disease, including

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typhoid and influenza. Children were particularly affected. Ngāti Kuri had little access to medical supplies or advice, and most medical services to them were provided through the teachers at Native schools in the district.

- 2.39 The alienation of large districts also meant Ngāti Kuri had lost legal control over sites of high cultural significance to them, including Te Rerenga Wairua (Cape Reinga), the departing place of the spirits. They continued, however, to access and use much of their traditional rohe, which was mostly farmland and gumfields at the time. They also continued to occupy key areas including Kapo Wairua.

LOSS OF MOTU O PAO AND DESECRATION OF URUPĀ

- 2.40 In 1873, the Crown decided it wanted Motu o Pao, an island off Cape Maria van Diemen, for another lighthouse. The island was within the 1840 Muriwhenua transaction. When Māori sought title to the Muriwhenua block in 1870 the Crown had advised the Court it would not claim the surplus land from that transaction. Motu o Pao was not, however, included in the Court's title order for Muriwhenua block in 1871.
- 2.41 Contrary to its previous position, in 1874, the Crown asserted ownership of Motu o Pao under its surplus land policy. It published a notice in the New Zealand Gazette in 1875 declaring that native title to Motu o Pao had been extinguished and the island was reserved for lighthouse purposes. There is no record of the Crown discussing its intentions with Ngāti Kuri. It is likely they were not aware of the government's assertion of ownership until it began building the lighthouse in 1877. From Ngāti Kuri's perspective the island had been taken at the stroke of a pen.
- 2.42 Motu o Pao is an ancient urupā and wāhi tapu, and for Ngāti Kuri the construction of the lighthouse was a desecration of a sacred place.
- 2.43 In 1877, 1878, 1879, 1881, 1882, 1883, 1886, 1894, 1897, 1908, 1913 and 1915, Ngāti Kuri and others protested about the construction of the Motu o Pao lighthouse, in petitions to Parliament and letters of complaint to the Crown and judiciary. The petitioners said they had not sold the land and they sought its return, as well as compensation for the lighthouse.
- 2.44 The Crown's response, that this land was 'surplus' land from Taylor's transaction and therefore Crown property, was rejected by Ngāti Kuri. In 1917, the MP for Northern Māori examined the Crown's files and put a submission to the Native Minister, which concluded that the petitioners' grievances had never been properly investigated. He considered the island remained in customary title. He sought compensation on their behalf, and asked for the opportunity for them to either fence off the urupā or exhume the remains of their ancestors. The Crown made an ex gratia payment of £150 to settle interests in the island in 1919 of which £100 was paid to the Ngapuhi Patriotic Fund and £50 to some of the petitioners.

MOVE TO TE HĀPUA

- 2.45 In 1882, the Ngāti Kuri rangatira Hongi Keepa requested a school at Kapo Wairua for the forty school age children in the area. The Crown denied this request, and towards the end of the 19th century Murupaenga Rewiri petitioned the Crown to establish a school at Kapo Wairua to provide education for children living there and at Takapaukura (Tom Bowling Bay).

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2: HISTORICAL ACCOUNT

- 2.46 Kapo Wairua was the principal kāinga in the district in the early 1890s. The Crown considered it too difficult to get a teacher and supplies there and Murupaenga was convinced to have the school established in Te Hāpua in 1896. In 1899, after Native Land Court proceedings over the area had been completed, Murupaenga gifted Pakohu 2A to the Auckland Education Board for the purposes of a school. At the time Te Hāpua was Lake Hōpua. Murupaenga drained the lake and established a larger papakāinga, moving many of his people there. Some families stayed at Kapo Wairua, and others regularly travelled the 30 kilometres to tend their gardens there.
- 2.47 Many years later the retired Member of Parliament for the Bay of Islands commented on the Crown's decision to put the school at Te Hāpua, saying had they "wished to render a disservice [to local Māori] ... they could not have taken a finer step". While it was more convenient for the Crown to have the school at Te Hāpua, the concentration of the Ngāti Kuri population at Te Hāpua caused many problems for the community. Te Hāpua lacked roading and easy transport access, and was prone to flooding in winter. It suffered from poor soil quality and lacked a fresh water supply.
- 2.48 In the early twentieth century teachers regularly advised the Crown of the ill-health of the Te Hāpua schoolchildren. In 1903 the Te Hāpua teacher provided an extensive report on the health of almost every child in the papakāinga. A hundred were ill, and nine had recently died, suffering from coughs, fevers and convulsions.

LOSS OF CONTROL OF PĀKOHU AND PĀRENGARENGA BLOCKS

- 2.49 In 1896, following the application of an individual, the Native Land Court began hearings into almost 60,000 acres remaining in Māori ownership in the northern peninsula. The process was time consuming. Appeals, difficulties agreeing ownership lists and survey requirements meant title was not issued until 1899. The Court awarded each of the Pārengarenga and Pākohu blocks to more than 500 owners. Members of Ngāti Kuri were awarded interests in both blocks. Both were partitioned into smaller blocks before 1900.
- 2.50 Gaining title was expensive and led directly to Ngāti Kuri and others losing control of the land for much of the first half of the twentieth century. Surveys of the blocks, required for title determination, cost just under £1,000, which was charged against the land in the form of survey liens. By 1901 the surveyors had sold their liens, which had increased to £1143, to the widow of the local gum trader, who intended to force a sale of the land to recoup the debt.
- 2.51 In 1902, Rewiri Murupaenga and others wrote to the Crown expressing concern that their land was to be put up for public auction. The Crown received other appeals for intervention to prevent the owners of the Pākohu and Pārengarenga blocks from losing their land because of survey costs. A lawyer for the owners argued that Crown action was required to prevent 'a gross injustice'.
- 2.52 With the consent of the owners, the Crown subsequently paid the survey costs and took over the debt. Parliament passed legislation which enabled the vesting in 1904 of those blocks in the Tokerau Maori Council (later the Tokerau Maori Land Board), which had been established by the Crown to oversee the administration of Māori land. The Council exercised total authority over the land. Those Ngāti Kuri who held shares in the land became 'beneficial owners' and lost all decision making power over the land.
- 2.53 The Board leased most of the land to gum traders and graziers for ten years with a right of renewal. It used the income derived to repay the Crown for the survey debt.

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2: HISTORICAL ACCOUNT

- 2.54 Of the 60,000 acres vested in the Council, Ngāti Kuri and others were restricted to occupying less than two thousand acres in three small areas at Pārenga, Te Kao and Te Hāpua. The Board retained control over these areas and collected royalties or licence fees on any gum Ngāti Kuri collected within them. Ngāti Kuri were largely concentrated at the Te Hāpua papakāinga. The papakāinga was only big enough for a small number of house sites, a marae, church and urupā. This land was barely enough for them to subsist on and they became more dependent on income from gum digging which remained the only substantive economic activity in the area.

THE STOUT-NGATA COMMISSION

- 2.55 In April 1908, Ngāti Kuri presented their concerns about the harsh conditions in which they lived to the Royal Commission on Native Lands and Native-Land Tenure (the Stout-Ngata Commission). Their rangatira, Murupaenga Rewiri, described the distress of his people: their papakāinga was 'wet land - in winter little of it is above water'. He described the sizable payments the Board and the storekeepers raised from gum diggers. Murupaenga urged the Commission to make several of the Pākohu blocks available for papakāinga lands.
- 2.56 The Commission recommended one of the unleased blocks, an area of 872 acres, be set aside as a reserve for Te Hāpua residents. [This recommendation was adopted, but did little to address the wider socio-economic challenges Ngāti Kuri faced.]
- 2.57 The Stout-Ngata Commission criticised the Crown more generally for not providing Māori with the same level of support for land development as it provided to Pākehā land owners. The Crown had, since the 1880s, provided European settlers with financial assistance to develop their land but such assistance was generally not available to Māori.

REQUESTS FOR DEVELOPMENT

- 2.58 By 1910 the rental from the leased land had paid off the survey debt but the Crown did not return the Pākohu and Pārengarenga blocks to Māori control. In 1915 Murupaenga Rewiri and 111 others petitioned the Native Minister for the early release of the lands. For the next fifteen years, however, the Land Board continued to lease the land to private parties, and retained rentals to pay for improvements made to the lands once the leases ended. Only one leased block ever had any improvements.
- 2.59 Ngāti Kuri social and economic conditions worsened in 1924 when gum prices collapsed. The Crown sent the Chair of the Tokerau Maori Land Board to Te Kao and Te Hāpua in 1925 to investigate conditions. A meeting of 100 Te Hāpua residents repeated the pleas made to the Stout-Ngata Commission and in the 1915 petition: they wanted the early return of lands leased out by the Board. They also stated that the papakāinga areas set aside for them in 1908 were insufficient to support them, and if leased lands were returned they would drain the swamps and start dairying.
- 2.60 The Chair of the Land Board considered there was a strong need for Pārengarenga and Pākohu lands to be developed to enable better economic use. The Board expected to have around £1500 raised from the Pārengarenga and Pākohu blocks after paying lease improvements. In 1926 it decided to initiate a development scheme at Te Kao using funds accumulated from leases of the Pākohu, Pārengarenga and other blocks for the dairy scheme and drainage.

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- 2.61 The Board's limited financial resources and the land quality and roading problems at Te Hāpua saw it prioritise a dairy scheme at Te Kao before any development at Te Hāpua.

CONSOLIDATION OF LAND INTERESTS

- 2.62 The vesting of land in multiple individual owners meant that as succession rules took effect over generations the number of owners increased and their land interests fragmented into ever-smaller shareholdings. In addition most Māori owned scattered shareholdings in multiple blocks of land. Māori were concerned this model of ownership hindered their ability to affiliate and connect to their lands. The Crown was also increasingly concerned it restricted Māori ability to develop their land economically.
- 2.63 In 1926, at the request of Māori owners, the Land Board initiated a 'consolidation' of owner interests in the Te Kao and Te Hāpua areas as part of its scheme for the development lands around Te Kao. The intent was to assist Te Kao and Te Hāpua residents who had shares in both areas to trade shares and consolidate their land interests in one of those areas.
- 2.64 In August 1932, a committee of local people at Te Hāpua was set up to promote farming development there and as a first step requested consolidation. Work was done on the scheme in 1935 with a home and garden sites being laid out and 12 family farms. By September 1945 consolidation orders were made in both the Te Kao and Te Hāpua schemes. However, some of the exchanges were not completed until sometime after June 1946. In the meantime, land titles kept fragmenting, requiring further consolidation, and the Crown was often unable to keep ownership records up to date. This caused uncertainty for some owners about their land interests.

DEVELOPMENT REQUESTS

- 2.65 The land tenure reform the Crown imposed in the nineteenth century made gaining capital investment for the economic development of Māori land in the twentieth century difficult. Lending institutions were reluctant to lend money on multiply owned land. From 1929 the Crown attempted to address this by providing Crown funding, which had to be repaid at a later time, to develop commercial farms on Māori land. The Crown intended for this to put 'idle' land to good use and assist Māori communities to economic prosperity. From 1930 the Crown provided assistance to develop Māori land elsewhere in Te Hiku, but not at Te Hāpua. Crown officials considered costs would be too high, with limited prospects of success.
- 2.66 Before 1931, there is very little evidence of the Crown providing economic assistance to Te Hāpua Māori. In 1931 and 1932, during the Great Depression, the Crown provided unemployment assistance to some Ngāti Kuri in the form of work building public roads. However, this only provided short term relief to parts of the community. The following year a request was sent to the Crown for development assistance and an emergency payment in the meantime. The Crown ordered 'no action'.
- 2.67 Numerous Crown officials and politicians visited Te Hāpua to investigate conditions in the 1930s. They reported that the people suffered from poor housing, inadequate clothing, insanitary living conditions and a lack of fresh water. There were also shortages of livestock and fresh produce.
- 2.68 In 1935, the retired Member of Parliament for the Bay of Islands urged the Prime Minister to visit Te Hāpua to see the "vicious, degrading and insanitary" conditions the

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population of 400 was living under. He urged the Crown to acquire land at Kapo Wairua, Takapaukura and elsewhere which the people at Te Hāpua might use to develop a sustainable economy.

- 2.69 One Crown investigation found that, between 1914 and 1934, 16% of babies born in Te Hāpua died in their first year, compared to a national average of 9.5% for Māori and 3.4% for Pākehā children. Over the same period, 23% of Te Hāpua children died before the age of five. The Crown was urged to take action to address high infant mortality rates, malnutrition and the spread of tuberculosis. The investigators concluded that local Māori were "...living under conditions that are no credit to the country..." They emphasised that both economic development and housing was required to improve the health of both Te Kao and Te Hāpua communities.
- 2.70 In 1935, a Crown taskforce carried out a consolidation scheme in Te Hāpua township to allow some cultivation and subsistence farming in the town. However, Ngāti Kuri continued to consider their papakāinga area insufficient to support them. In 1936, they petitioned the Crown for the return of the Mokaikai block and other land in private ownership, arguing that Pākehā were not settled on the lands, which were suitable for the development of forestry and the grazing of cattle, sheep and horses.
- 2.71 Debate over the merits of starting a land development scheme in Te Hāpua lasted a decade. Supporters argued the swamp lands could be drained to create arable lands for stock, a water supply could be developed and forest could be established on poor quality lands.
- 2.72 While the issues were being debated little was done to improve the situation. In 1937, the Acting Minister of Māori Affairs admitted this inaction and noted "the problem is not merely one of health, but of land titles, poor lands, want of housing, lack of good water and work..."

NGĀTAKI DEVELOPMENT SCHEME

- 2.73 The Crown finally decided in 1937 that the costs of development at Te Hāpua would be too high, given the lack of roads and other infrastructure as well as the poor quality of the land. Instead, the Crown encouraged Ngāti Kuri to relocate south to a development scheme at Ngātaki, within the Crown-owned Muriwhenua South block. Ngāti Kuri initially resisted leaving Te Hāpua, but 12 families moved to Ngātaki in 1938 to break in land for dairy farming.
- 2.74 The cost of development at Ngātaki was high and, due to difficult conditions and changes in farming economics, the scheme had limited success. When a review of the farms was undertaken in 1971, it was found that the farmers had done as well as they could in the conditions, but had accepted a standard of living well below average in order to stay on their farms.

FURTHER REQUESTS FOR DEVELOPMENT

- 2.75 Crown assistance for those who remained at Te Hāpua was intermittent and difficult to access. In 1938, Heemi Romana and Rata Murupaenga wrote to the Native Minister saying there were people in their community "who had no clothing, bed-coverings and lived under indescribable conditions" and yet were denied assistance.
- 2.76 Many Ngāti Kuri people moved away to larger centres. In 1948, around 100 Te Hāpua residents who had moved to Kaitaia in search of work were living in nikau huts without

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a proper water supply. This prompted another official report on Te Hāpua. It found the population had decreased to 214 people, with the community still physically isolated because the road was often impassible. Provision of health services had improved somewhat with a weekly visit from a health nurse when the road allowed.

- 2.77 A tribal committee had been established and was trying to communally develop surrounding grazing lands. The committee sought improved roading, further land consolidation, development assistance and access to a reliable water supply. They also suggested that the Crown acquire Te Paki station and other lands so the community could work and manage them. Officials responded to suggest that Ngāti Kuri workers move away to pick up jobs in various parts of the North Island.
- 2.78 Migration caused social dislocation as families were separated. It also made the transfer and sustenance of mātauranga more difficult, and left fewer people to maintain the marae and cultural activities in the rohe.

INCORPORATIONS AND LAND DEVELOPMENT: PĀRENGARENGA AND MURIWHENUA

- 2.79 Roading access improved in 1950 with the opening of an all weather road to Te Hāpua. In 1955, the Crown changed its position and decided to assist Māori to develop the Pārengarenga and Pākohu lands into small farms. The owners welcomed the scheme but, for the scheme to proceed, they had to consent to the Crown administering their land while it was being developed. The Crown made the costs of the development a debt charged against their land.
- 2.80 The Crown approved the scheme on the basis that the Māori Trustee would compulsorily acquire all interests it considered to be 'uneconomic' (those less than £25 in value). It is rare for the state to authorise the compulsory acquisition of private property rights but the Crown gave the Māori Trustee authority to do this in 1953 as a way of addressing the continuing fragmentation of Māori land titles.
- 2.81 The Board of Māori Affairs pursued the purchase of as many shares as possible through compulsory acquisition and 'live buying' of additional shares from owners. It wanted to acquire 70% of the shares to allow it a high degree of control over which of the owners would eventually be given the right to occupy the proposed farms.
- 2.82 To assist development all the participating land blocks were amalgamated by the Maori Land Court in 1956 creating the Pārengarenga Tōpū block of approximately 40,000 acres. Owners were not given the opportunity to amalgamate their uneconomic shares in the various blocks to avoid their compulsory acquisition. By 1963 the Māori Trustee owned a 60.4% share of the Pārengarenga Tōpū block.
- 2.83 In 1965, the owners of various Pākohu lands formed the Te Hāpua 42 Incorporation (later the Muriwhenua Incorporation) to hold the legal ownership of their lands, and facilitate collective control over them. In 1971, they rejected Crown proposals to set up a development scheme preferring to control the development of their lands themselves. They were also, however, still subject to the compulsory acquisition of uneconomic shares.
- 2.84 The Crown ended the Māori Trustee's power to compulsorily acquire shares in 1974. Māori campaigned for the return of those shares to their former owners and the Crown legislated to provide for that in 1987. The Trustee returned the shares it still held (some had already been on-transferred to other parties) to former owners.

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2: HISTORICAL ACCOUNT

- 2.85 The Crown provided for those who still held shares in the incorporations to buy the shares the Māori Trustee had acquired through 'live buying'. Those owners who had sold all their shares did not get the opportunity to buy them back which meant they were permanently alienated from ownership of their ancestral lands.
- 2.86 By the mid 1980s, over thirty years of Crown development efforts had produced modest returns on the Pārengarenga lands. The Crown had abandoned proposals to create small farms for selected owners to run. Instead it concentrated on creating two larger farms and leasing the land for forestry.
- 2.87 The cost of development was high. By 1972, the MP for Northern Māori, Matiu Rata, reported that development debt on the Pārengarenga scheme exceeded the total value of the land. This made it impossible for the land to be returned or managed by the owners at an early date. The land was eventually returned to the control of its shareholders with the debt written off. Around a quarter of the shares are still held by the Māori Trustee.

CROWN PURCHASING 1960S-1980S

- 2.88 Having rejected earlier pleas from Ngāti Kuri to buy land from private owners to assist their economic development, the Crown bought most of the land in the Kapo Wairua, Whangakea, Mokaikai, Muriwhenua (Te Paki) and Murimotu blocks between 1964 and 1984. It subsequently used these areas for a mix of farming, tourism and conservation purposes.
- 2.89 Crown ownership increased Ngāti Kuri's alienation from much of their ancestral land as it restricted some of the access and uses Ngāti Kuri had previously made of the land. For instance, the former private owners allowed Ngāti Kuri to freely graze some stock at Te Paki and Kapo Wairua, through to the North Cape. From the 1960s onwards, as the Crown enforced its reserve regulations through local rangers, there was less tolerance for Ngāti Kuri using the land for grazing.
- 2.90 Ngāti Kuri had continued to live at Kapo Wairua. Ngāti Kuri elders believed this was the land Taylor intended in 1840 to reserve for them forever and that the land belonged to them. Former Pākehā landowners had allowed them undisturbed possession. From the late 1960s, however, Ngāti Kuri were required to leave Kapo Wairua in order for the Crown to establish a public campground. Crown officials erected fences that prevented Ngāti Kuri from using the area for their traditional and economic purposes, and would not allow Ngāti Kuri to take water from the Waitanoni spring, a water source precious to the iwi.
- 2.91 Despite the Crown's pressure to limit Ngāti Kuri's use of Kapo Wairua, Ngāti Kuri families came back in the following years to live on and visit the land.
- 2.92 In 1974, Ngāti Kuri and others petitioned the Crown to protest against its acquisition of Kapo Wairua. The Crown rejected this petition, and Kapo Wairua remained a public camping site.

PROTEST

- 2.93 Ngāti Kuri continued to protest, however. When Crown officials erected a fence that blocked Ngāti Kuri people's right of way from the Spirits Bay road into their adjacent land on the east of the Kapo Wairua block, Ngāti Kuri people installed a gate. This was torn out and thrown in a nearby waterway. When Ngāti Kuri people reinstalled the

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gate, Crown officials tore it down again. In 1983 several members of the community came to cut the fence together, willing to go to prison to protect their right of way.

- 2.94 In 1975, Ngāti Kuri participated in the land march, which set off from Te Hāpua. Those marching called for "not one more acre of Māori land" to be lost. The march was received in Wellington by the Hon. Matiu Rata, of Ngāti Kuri.

SOCIOECONOMIC IMPACTS

- 2.95 Ngāti Kuri were not just concerned at the loss of their land. They also fought to recover the use of Te Reo Māori and mātauranga Māori for their iwi. The Crown's schooling system had been designed to assimilate Māori into Pākehā culture. The Native Schools Act 1858 and other legislation provided for education in English, but failed to provide for the retention of Te Reo. Senior Crown officials pressed teachers to discourage any use of Te Reo during school hours. In the early 1950s, teachers at Ngātaki primary school complained of "Too much Maori ... spoken in the homes". The teachers also spoke to parents about the "rule of no Maori spoken in school grounds". Still today, many Ngāti Kuri kaumātua and kuia have clear memories of suffering corporal punishment for speaking Māori while being educated at Te Hāpua, Ngātaki and Waihopo schools.
- 2.96 The Crown failed to provide support for the retention of Te Reo Māori. The ability of Ngāti Kuri to maintain their language was further hampered by the lack of economic opportunity in the area over the years, and the Crown's policy from the 1930s to try to move Ngāti Kuri away from their northern rohe to live and work. This resulted in the migration of many working age Ngāti Kuri to other areas and made it difficult for Ngāti Kuri elders to pass the language down to new generations.
- 2.97 Crown education policies also inhibited the ability of Ngāti Kuri to prosper economically. The Crown had much lower expectations for the academic potential of Māori children than for Pākehā children and, from the early 1900s, constructed a school curriculum that predominantly taught Māori manual labouring skills. There was no secondary school within daily travelling distance from Te Hāpua until 1944. These factors created a barrier to Ngāti Kuri men and women entering a wider range of careers.

ENVIRONMENTAL IMPACTS

- 2.98 Land loss and the Crown's progressive assumption through legislation of regulatory control over resources, indigenous species and the environment over time limited Ngāti Kuri's ability to exercise kaitiakitanga over their rohe. This undermined Ngāti Kuri traditional practices over land and the intergenerational transfer of mātauranga Māori associated with those resources. Nonetheless Ngāti Kuri people continued to seek to maintain their mana tiaki (inherited rights and responsibilities) over their ancestral lands.
- 2.99 The Crown also assumed ownership of gold, silver, petroleum and uranium and through legislation exercised control over the extraction of other minerals. In nationalising petroleum resources the Crown made no provision for land owners to receive royalties from commercial oil fields. Ngāti Kuri were not consulted about the Crown's increasing exercise of control over those resources and it was a source of grievance to them.

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2: HISTORICAL ACCOUNT

WAR SERVICE

- 2.100 Throughout this country's history, Ngāti Kuri have contributed to New Zealand's economy and made the ultimate sacrifice for New Zealand's security. Ngāti Kuri have sent men to overseas wars, including the first and second world war and the war in Korea. Men who served in World War One were Rata Murupaenga, Waitai Rata, John Norman and Herbert Subritzky. In World War Two the men who served were Fred Rameka, Tupari Waitai, Brown Brown (killed in action), Oneroa Horne, Mati Petricevich (killed in action), Wiki Sylva (killed in action), Rapī Sylva, Dick Lazarus, Toka Abraham, Charlie Petera, Witamihana Rata, Ben Waenga, Mac Herewini, Miti Murray (Mitikakau) and Bazil Sylva. Men who served in Korea ("K Force") were John Brown, Brown Norman, Norehu Pene and Billy Karena.

CONCLUSION

- 2.101 Colonisation, with resulting land loss, and the giving of authority to non-traditional social structures and institutions have had devastating and enduring impacts on Ngāti Kuri. Today, Ngāti Kuri as an iwi own very little land. Most Ngāti Kuri people live outside the rohe. Those who stayed in the rohe had, and continue to have, limited economic opportunities. Access to control over natural resources is restricted. Ngāti Kuri, however, remain.

NGĀTI KURI DEED OF SETTLEMENT

3 ACKNOWLEDGEMENTS AND APOLOGY

CROWN ACKNOWLEDGEMENTS

- 3.1 The Crown acknowledges that, under te Tiriti o Waitangi / the Treaty of Waitangi, it undertook to actively protect Māori interests and to confirm and guarantee tino rangatiratanga. The Crown acknowledges that in its relationship with Ngāti Kuri it has failed to uphold those promises.
- 3.2 In particular, the Crown acknowledges it has not always recognised Ngāti Kuri as an iwi and its failure to respect the rangatiratanga of Ngāti Kuri has been an ongoing grievance.

Pre-1865 Crown Land Purchase

- 3.3 The Crown acknowledges that:
- 3.3.1 it failed to conduct an adequate investigation of customary interests and did not include Ngāti Kuri when it purchased the 86,885 acre Muriwhenua South block in 1858;
 - 3.3.2 the Muriwhenua South land was over a third of the Ngāti Kuri rohe, and encompassed an entire east-to-west section of the peninsula, but the Crown only reserved 100 acres of the block for future Māori use and took no measures to protect that reserve from alienation; and
 - 3.3.3 in these circumstances the Crown's egregious failure, through these acts and omissions, to protect Ngāti Kuri interests was a breach of te Tiriti o Waitangi / the Treaty of Waitangi and its principles.
- 3.4 The Crown further acknowledges that Ngāti Kuri received few direct or indirect benefits from the Crown acquiring this land. The Crown acknowledges it had purchased in advance of settler demand and there was little permanent settlement or development of infrastructure such as roading to link the remainder of the Ngāti Kuri rohe to developing markets and settlements, in the following decades.

Operation and Impact of Native Land Laws

- 3.5 The Crown acknowledges:
- 3.5.1 Ngāti Kuri traditionally held their land and resources under customary tenure where tribal and hapu collective ownership was paramount;
 - 3.5.2 from 1865 the Crown imposed a new land tenure system, without consulting Ngāti Kuri, by giving rights to individuals and allowing for the conversion of aboriginal title to freehold title; and
 - 3.5.3 Ngāti Kuri did not consent to the diminution of the laws of their ancestors but had little option but to operate within the Crown's new land laws.

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3: ACKNOWLEDGEMENTS AND APOLOGY

3.6 The Crown further acknowledges that by 1875 the Native Land Court had vested four land blocks, totalling 78,000 acres, in ten or fewer owners and within a few years most of this land was in private ownership. The Crown acknowledges:

3.6.1 the Crown's failure to actively protect Ngāti Kuri's interests in land they may otherwise have wished to have retained in tribal ownership, by failing to provide an effective form of communal title before 1894, was a breach of te Tiriti o Waitangi / the Treaty of Waitangi and its principles; and

3.6.2 its individualisation of land title was inconsistent with Ngāti Kuri tikanga, made land more susceptible to partition and alienation, and led to the fragmentation of land ownership. This contributed to the erosion of the traditional tribal structures, mana and rangatiratanga of Ngāti Kuri. The Crown's failure to protect those collective tribal structures had a prejudicial effect on Ngāti Kuri and was a breach of te Tiriti o Waitangi / the Treaty of Waitangi and its principles.

Motu o Pao

3.7 The Crown acknowledges:

3.7.1 its assertion of ownership of Motu o Pao in 1875, as being surplus Crown lands, was premised on the island being part of the 1840 Muriwhenua transaction;

3.7.2 in 1871 the Crown abandoned any claim to ownership of the majority of lands within that transaction area; and

3.7.3 in these circumstances, the Crown's assertion of ownership of Motu o Pao was particularly unjust and unreasonable, effectively a compulsory acquisition by the Crown without compensation, and a breach of te Tiriti o Waitangi / the Treaty of Waitangi and its principles.

3.8 The Crown recognises Motu o Pao is an ancient burial place and wāhi tapu for Ngāti Kuri. The Crown's desecration of Motu o Pao through the building of a lighthouse in 1877 was a source of significant grievance which drew repeated protest from Ngāti Kuri leaders.

Impact of nineteenth century land loss

3.9 The Crown acknowledges that Crown and private purchasing alienated Ngāti Kuri from over seventy percent of their ancestral land by 1880, disturbed Ngāti Kuri's traditional resource use and settlement patterns and severely limited their economic opportunities. This left Ngāti Kuri whānau dependent on a precarious cash economy based around gum digging.

Loss of control of Pārengarenga and Pākohu lands

3.10 The Crown acknowledges that:

3.10.1 in 1896, on the application of a single individual, ownership of almost all the remaining customary land in their rohe (the approximately 60,000 acre Pārengarenga and Pākohu blocks) was awarded by the Native Land Court to over 500 individuals;

NGĀTI KURĪ DEED OF SETTLEMENT

3: ACKNOWLEDGEMENTS AND APOLOGY

- 3.10.2 the crippling cost of surveying the land for the Court's process left those owners with substantial survey debts and at risk of losing the land;
 - 3.10.3 the Crown's intervention in 1904 to stop the owners permanently losing the land resulted in the Crown appointed Māori Land Board having complete authority over almost all Ngāti Kuri's remaining lands while the land was leased to private parties to pay the survey debt; and
 - 3.10.4 the Crown further acknowledges the survey debt was repaid by 1910 and its subsequent failure to return control of the land to the owners for more than three decades, despite repeated appeals from the owners for increased control over their land, was a breach of te Tiriti o Waitangi / the Treaty of Waitangi and its principles.
- 3.11 The Crown acknowledges that:
- 3.11.1 under the administration of the Land Board Ngāti Kuri were largely reduced to living on three small reserves, totalling less than 2,000 acres;
 - 3.11.2 neither absentee nor resident owners received any on-payment of the rent the Land Board accumulated from leasing their other lands;
 - 3.11.3 when the Crown approved the Board using the accumulated funds to assist development of Te Kao lands, with the intention of assisting Te Hāpua later, this disparity of approach was a source of grievance for Ngāti Kuri and gave rise to tension with their whanaunga;
 - 3.11.4 the Crown was slow to provide basic infrastructure for Ngāti Kuri's remaining lands. Ngāti Kuri's main papakāinga at Te Hāpua did not have a consistent water supply or all weather road access for too long;
 - 3.11.5 the lack of infrastructure, combined with poor housing, insufficient arable land, and restricted economic opportunities left Ngāti Kuri extremely impoverished and suffering significant economic hardship;
 - 3.11.6 Ngāti Kuri had little access to adequate healthcare over a prolonged period when nearly a quarter of children at Te Hāpua died before they reached the age of five and the community suffered malnutrition and diseases such as typhoid and tuberculosis;
 - 3.11.7 living conditions at Te Hāpua were the subject of national concern and repeated Crown inquiries in the 1920s and 1930s with Ngāti Kuri leaders appealing to the Crown to either purchase adjoining private land sufficient to sustain them or provide the development assistance to enable the development of the adjoining lands which remained under Land Board control;
 - 3.11.8 at this time development assistance was available to other New Zealanders, including other Māori on Te Hiku peninsula, and the Crown's selectivity in providing assistance to others but not to Ngāti Kuri is a continuing grievance for the iwi; and

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3: ACKNOWLEDGEMENTS AND APOLOGY

3.11.9 the Crown acknowledges it concluded the lands were unsuitable for development and pursued a policy of encouraging Ngāti Kuri to leave Te Hāpua.

3.12 The Crown acknowledges these policies and lack of economic opportunity led many whānau and working age Ngāti Kuri to leave. The displacement of Ngāti Kuri people impeded inter-generational transfer of mātauranga (traditional knowledge) and contributed to a decline in the use of Te Reo Māori. Alienation from the land also impeded the ability of Ngāti Kuri to exercise their cultural responsibility to provide manaakitanga and exercise kaitiakitanga.

3.13 The Crown acknowledges that the people of Ngāti Kuri remained resilient in the face of these prejudicial circumstances, and continued to work together to develop their land and economy to retain the iwi at Te Hāpua.

Development Schemes

3.14 The Crown also acknowledges that when it finally provided development assistance for the Pārengarenga lands in the 1950s:

3.14.1 Ngāti Kuri were once again deprived of control of their land for decades while the land was under development; and

3.14.2 the Māori Trustee actively pursued the purchase of individual shares from owners and as a result today it retains a significant shareholding in the Pārengarenga incorporation.

3.15 The Crown acknowledges it promoted legislation to empower the Māori Trustee to compulsorily acquire shareholdings it considered to be uneconomic from Māori owners. The Crown acknowledges this was a breach of te Tiriti o Waitangi / the Treaty of Waitangi and its principles which affected owners of the Pākohu and Pārengarenga blocks and deprived some Ngāti Kuri of their last connection to their tūrangawaewae.

3.16 The Crown acknowledges that Ngāti Kuri still feel the legacy of nineteenth and twentieth century land laws, which resulted in many Ngāti Kuri being excluded from connection to their tribal lands.

3.17 The Crown acknowledges that much of those lands the people of Ngāti Kuri retain today are as individual shareholdings in incorporations, holding land in a form of corporate, rather than tribal title. This is inconsistent with, and does not adequately provide for or reflect, Ngāti Kuri tikanga.

Impact on resource use

3.18 The Crown acknowledges that in the 1960s and 1970s it purchased several large blocks in the Ngāti Kuri rohe from private ownership and subsequently converted them to public reserves. This further restricted Ngāti Kuri use of and access to their mahinga kai and wāhi tapu.

3.19 The Crown acknowledges that in the 1960s it wished to establish the Spirits Bay public campground and pressured Ngāti Kuri to leave the Kapo Wairua papakāinga they had occupied for generations by fencing off their living areas. The Crown particularly

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3: ACKNOWLEDGEMENTS AND APOLOGY

acknowledges the resulting eviction of Ngāti Kuri from Kapo Wairua caused great spiritual and emotional pain to Ngāti Kuri.

3.20 The Crown acknowledges:

3.20.1 the importance to Ngāti Kuri of whenua, waterways, moana and maunga as part of their identity and as resources critical to their physical and cultural sustainability; and

3.20.2 land clearance and alienation has led to the destruction of important habitats for indigenous species of significance to Ngāti Kuri, such as pūpūharakeke; and

3.20.3 alienation from the land has restricted the ability of Ngāti Kuri to sustain and develop their own cultural knowledge or to exercise the protective authority of kaitiakitanga over many of those resources and taonga; and

3.20.4 Ngāti Kuri were not consulted when the Crown extended its control of natural resources to include minerals and that Ngāti Kuri remain aggrieved by the Crown's assumption of control.

3.21 The Crown acknowledges the harmful effects on Ngāti Kuri of a state education system that for too long did not value Māori cultural understandings, discouraged the use of Te Reo Māori and generally held low expectations for Māori academic achievement.

3.22 The Crown acknowledges that despite the Crown's failures to honour its obligations under te Tiriti o Waitangi / the Treaty of Waitangi Ngāti Kuri have shown exemplary loyalty as citizens of our nation including making the ultimate sacrifice in defence of New Zealand in overseas wars.

3.23 Today most Ngāti Kuri live outside their traditional rohe. The Crown acknowledges the cumulative effects of its actions and omissions left Ngāti Kuri without suitable and sufficient land for their present and future needs and this was a breach of te Tiriti o Waitangi / the Treaty of Waitangi and its principles.

3.24 The Crown acknowledges that over the generations to the present day its actions have undermined the basis of Ngāti Kuri society and autonomy and have not been consistent with the honour of the Crown. The Crown acknowledges that redress for Ngāti Kuri for these wrongs is long overdue.

CROWN APOLOGY

3.25 To nga uri o Ngāti Kuri, to the ancestors, those here today, and those who are yet to come, the Crown makes the following apology:

3.25.1 The Crown unreservedly apologises for its failure to appropriately recognise and respect the mana and rangatiratanga of Ngāti Kuri. This was unprincipled and has left Ngāti Kuri almost invisible as an iwi in the history of Te Hiku o Te Ika.

3.25.2 The Crown profoundly regrets its breaches of te Tiriti o Waitangi / the Treaty of Waitangi and its principles which have had an enduring impact on Ngāti Kuri. The Crown is deeply sorry it has not acted with the utmost good faith towards Ngāti Kuri in a manner consistent with the honour of the Crown.

NGĀTI KURĪ DEED OF SETTLEMENT

3: ACKNOWLEDGEMENTS AND APOLOGY

- 3.25.3 These omissions restricted Ngāti Kuri's ability to act as kaitiaki over their taonga, wahi tapu and whenua and the compounding effects of successive flawed land laws progressively undermined your traditional tikanga and rangatiratanga. The Crown regrets the prejudice Ngāti Kuri have suffered as a result including being marginalised on your ancestral lands and a loss of tribal authority, social cohesion, traditional knowledge and ability to develop economically.
- 3.25.4 The Crown unreservedly apologises for the cumulative effects of its ongoing actions and omissions which contributed to Ngāti Kuri suffering significant population losses and left the people in poverty, poor housing and deep distress over successive generations.
- 3.25.5 With this settlement the Crown seeks to atone for these acknowledged injustices and begin the process of reconciliation. The Crown intends, in the utmost good faith, from this point forward to begin a renewed and enduring relationship with Ngāti Kuri based on mutual trust, commitment, co-operation and respect for Te Tiriti o Waitangi / The Treaty of Waitangi and its principles. This is done in the spirit of establishing a new and invigorated relationship based on mutual dignity and respect.

NGĀTI KURI DEED OF SETTLEMENT

4 SETTLEMENT

SETTLEMENT ACKNOWLEDGEMENTS

- 4.1 Each party acknowledges that:
- 4.1.1 the settlement represents the result of intensive negotiations conducted in good faith and in the spirit of co-operation and compromise; but
 - 4.1.2 the Crown has to set limits on what and how much redress is available to settle historical claims and full compensation of Ngāti Kuri is not possible;
 - 4.1.3 Ngāti Kuri has not received full compensation and that this is a contribution to New Zealand's development for the prejudice it has suffered as a result of the Crown's historical breaches of Te Tiriti o Waitangi / The Treaty of Waitangi;
 - 4.1.4 the significant compensation which Ngāti Kuri has forgone equates to a generous contribution to New Zealand's development that is over and above the contribution already made by Ngāti Kuri through the use of land and resources in the area of interest; and
 - 4.1.5 the settlement is intended to improve and enhance the ongoing relationship between Ngāti Kuri and the Crown (in terms of Te Tiriti o Waitangi / The Treaty of Waitangi, its principles, and otherwise).
- 4.2 Ngāti Kuri acknowledges that, taking all matters into consideration (some of which are specified in clause 4.1), the settlement is fair in the circumstances.

SETTLEMENT

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

REDRESS

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

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4: SETTLEMENT

- 4.5.3 does not necessarily reflect the full nature and extent of customary interests held by Ngāti Kuri.

IMPLEMENTATION

- 4.6 The settlement legislation will, on the terms provided by sections [15] to [21] of the draft settlement bills:

- 4.6.1 settle the historical claims;

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

- 4.6.3 provide that the legislation referred to in section [17] of the draft settlement bill does not apply:

- (a) to a settlement property being:

- (i) any cultural redress property;
- (ii) any commercial redress property; and
- (iii) all RFR land; or

- (b) for the benefit of Ngāti Kuri or a representative entity;

- 4.6.4 require any resumptive memorials to be removed from the computer registers for the settlement properties;

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

- (a) apply to a settlement document; or

- (b) prescribe or restrict the period during which:

- (i) the trustees of the Te Manawa O Ngāti Kuri Trust, being the governance entity, may hold or deal with property; and
- (ii) the Te Manawa O Ngāti Kuri Trust may exist; and

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

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

THE TRUSTEES

- 4.8 The trustees of the governance entity sign this deed:

- 4.8.1 on behalf of Ngāti Kuri pursuant to their mandate to sign this deed described in clause 1.49; and

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4: SETTLEMENT

- 4.8.2 in their capacity as trustees of the Te Manawa O Ngāti Kuri Trust, reflecting that the trustees have the mandate to receive the Crown redress and have ongoing obligations under this deed.
- 4.9 The trustees of the Te Manawa O Ngāti Kuri Trust agree to comply with their obligations in this deed as trustees of the Te Manawa O Ngāti Kuri Trust.
- 4.10 For the avoidance of doubt, to the extent that the trustees of the Te Manawa O Ngāti Kuri Trust sign this deed on behalf of Ngāti Kuri as trustees, they do so not in any personal capacity and their liability is limited to the assets for the time being of the Te Manawa O Ngāti Kuri Trust.

5 CULTURAL REDRESS: TE ONEROA-A-TŌHĒ

BACKGROUND

- 5.1 For generations Te Oneroa-a-Tōhē has been a vital resource of food, transport, cultural and spiritual sustenance, and recreation for Te Hiku o Te Ika iwi. Specific hapū and iwi of Te Hiku hold mana over Te Oneroa-a-Tōhē. Six generations of Te Hiku o Te Ika iwi have expressed their grievances to the Crown about Crown actions or policies that affect Te Oneroa-a-Tōhē.
- 5.2 Te Oneroa-a-Tōhē is part of the Ara Wairua (or spirit pathway) that leads to a spiritual portal spanning the world between the living and the dead and is a taonga. For many Māori the Ara Wairua is the only spiritual means to connect with those that have passed on. All Te Hiku o Te Ika iwi have specific kaitiaki responsibilities associated with Te Oneroa-a-Tōhē.
- 5.3 In the 1950s Te Aupōuri and Te Rarawa (on behalf of all Te Hiku o Te Ika iwi) initiated Court action claiming that customary title to the beach had not been extinguished. An application for a title investigation of the beach between the high water and low water marks was lodged with the Māori Land Court on 16 May 1955. The Crown opposed the claim on a number of grounds when the Māori Land Court considered it in 1957. The Court found as a fact that immediately prior to Te Tiriti o Waitangi / the Treaty of Waitangi, the applicant iwi owned and occupied Te Oneroa-a-Tōhē according to their customs and usages.
- 5.4 In 1960, the case came before the Supreme Court (now the High Court) on a 'case stated' basis. The Court decided that section 150 of the Harbours Act 1950 suspended the jurisdiction of the Māori Land Court to investigate title to land lying between the mean high and low water marks. Iwi appealed the decision to the Court of Appeal.
- 5.5 The Court of Appeal issued its judgment in 1963. On the erroneous assumption that title to all the lands adjoining Te Oneroa-a-Tōhē had been investigated by the Native Land Court, it concluded that any property held under Māori custom in adjoining lands between the high water and low water marks was extinguished. In addition, the Court of Appeal agreed that, by virtue of the Harbours Act 1950, the Māori Land Court did not have jurisdiction to investigate title to the adjoining land between the mean high and low water marks.
- 5.6 Notwithstanding the 1963 decision, iwi continued to assert rights in the foreshore and seabed which ultimately led to the Court of Appeal reconsidering the issue in 2003 in *Ngāti Apa v Attorney General*. The Court of Appeal concluded the 1963 decision was wrong even at the time it was decided and held that the Māori Land Court had jurisdiction to conduct investigations of title to the foreshore and seabed. However, the passage of the Foreshore and Seabed Act 2004 prevented iwi from pursuing claims of ownership of the foreshore and seabed through the courts. The 2004 Act has now been repealed and replaced by the Marine and Coastal Area (Takutai Moana) Act 2011. The right to pursue ownership through the Māori Land Court was not reinstated but that Act provided various mechanisms by which customary interests can be recognised in the foreshore and seabed.

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- 5.7 Te Hiku o Te Ika iwi have a vision for a healthy beach that is capable of sustaining their communities and expressing their cultural and historical signature. This redress is an opportunity for the iwi to participate in the holistic management of Te Oneroa-a-Tōhē and surrounding areas, including the adjacent Crown Forest land which Te Hiku o Te Ika iwi will own.
- 5.8 This redress is specifically about management, not ownership. Te Hiku o Te Ika iwi continue to assert they are customary owners of Te Oneroa-a-Tōhē. This redress will not affect the ability of Te Hiku o Te Ika iwi to make applications for recognition of protected customary rights or of customary marine title under the Marine and Coastal Area (Takutai Moana) Act 2011.

SHARED PRINCIPLES

- 5.9 Ngāti Kuri, Ngāi Takoto, Te Rarawa, Te Aupōuri and the Crown have negotiated the framework for Te Oneroa-a-Tōhē in good faith based on their respective commitments to each other. Ngāti Kuri, Ngāi Takoto, Te Rarawa, Te Aupōuri, the Northland Regional Council and the Far North District Council are committed to establishing and maintaining a positive, co-operative and enduring relationship, as envisaged by Te Tiriti o Waitangi / the Treaty of Waitangi, based on:
- 5.9.1 respecting the autonomy of the parties and their individual mandates, roles and responsibilities;
 - 5.9.2 actively working together using shared knowledge and expertise;
 - 5.9.3 co-operating in partnership with a spirit of good faith, integrity, honesty, transparency and accountability;
 - 5.9.4 engaging early on issues of known interest to either of the parties;
 - 5.9.5 enabling and supporting the use of te reo and tikanga Māori; and
 - 5.9.6 acknowledging that the parties' relationship is evolving.
- 5.10 The parties will endeavour to work together to resolve any issues that may arise in the application of these principles.
- 5.11 To avoid doubt, nothing in the provision of this redress over Te Oneroa-a-Tōhē shall be taken to recognise or confer, on any party, manawhenua over Te Oneroa-a-Tōhē.

SETTLEMENT LEGISLATION

- 5.12 The settlement legislation will, as noted in sections [61] to [79] of the draft settlement bill, provide as necessary for the matters set out in clauses 5.13 to 5.126.

SUMMARY OF FRAMEWORK

- 5.13 Te Oneroa-a-Tōhē framework consists of the following elements:
- 5.13.1 Te Oneroa-a-Tōhē Board;
 - 5.13.2 appointment of hearing commissioners by the Board; and

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5.13.3 the beach management plan.

TE ONEROA-A-TŌHĒ BOARD

Establishment and purpose of Te Oneroa-a-Tōhē Board

- 5.14 The settlement legislation will establish a statutory body called Te Oneroa-a-Tōhē Board ("**Board**").
- 5.15 The purpose of the Board is to provide governance and direction in order to protect and enhance the environmental, economic, social, spiritual and cultural wellbeing of Te Oneroa-a-Tōhē management area for present and future generations.
- 5.16 Despite the composition of the Board as described in clauses 5.28 to 5.32, the Board is deemed to be a joint committee of the Northland Regional Council and the Far North District Council within the meaning of clause 30(1)(b) of Schedule 7 of the Local Government Act 2002.
- 5.17 Despite Schedule 7 of the Local Government Act 2002, the Board:
- 5.17.1 is a permanent committee; and
 - 5.17.2 must not be dissolved unless all appointers agree to the Board being dissolved.
- 5.18 The members of the Board must:
- 5.18.1 act in a manner so as to achieve the purpose of the Board; and
 - 5.18.2 subject to clause 5.18.1 comply with any terms of appointment issued by the relevant appointer.

Functions of the Board

- 5.19 The principal function of the Board is to achieve its purpose.
- 5.20 In achieving its purpose, the Board will operate in a manner that:
- 5.20.1 is consistent with tikanga Māori;
 - 5.20.2 acknowledges the respective authority and responsibilities of Te Hiku o Te Ika iwi, the Northland Regional Council and the Far North District Council; and
 - 5.20.3 acknowledges the shared aspirations of Te Hiku o Te Ika iwi, the Northland Regional Council and the Far North District Council, as reflected in the shared principles set out in clause 5.9.
- 5.21 The specific functions of the Board are to:
- 5.21.1 prepare and approve a beach management plan to identify the vision, objectives and desired outcomes for Te Oneroa-a-Tōhē management area;

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- 5.21.2 engage with, seek advice from and provide advice to the Northland Regional Council, the Far North District Council and other beach management agencies regarding the health and wellbeing of Te Oneroa-a-Tōhē management area;
 - 5.21.3 engage with, seek advice from and provide advice to Te Hiku o Te Ika iwi regarding the health and wellbeing of Te Oneroa-a-Tōhē management area;
 - 5.21.4 monitor activities in and the state of Te Oneroa-a-Tōhē management area and the extent to which the purpose of the Board is being achieved including the implementation and effectiveness of the beach management plan;
 - 5.21.5 display leadership and undertake advocacy, including liaising with the community, in order to further build the iconic status of Te Oneroa-a-Tōhē;
 - 5.21.6 appoint members of hearing panels in relation to applications for resource consents that cover (in whole or in part) Te Oneroa-a-Tōhē management area;
 - 5.21.7 engage and work in a collaborative manner with the joint management body for the cultural redress properties referred to as Beach sites A to D; and
 - 5.21.8 take any other action that is considered by the Board to be appropriate to achieve the purpose of the Board.
- 5.22 The Board may make a reasonable request of any relevant beach management agency to:
- 5.22.1 provide information or advice to the Board on matters relevant to the Board's purpose and functions; and
 - 5.22.2 provide for a representative to attend a meeting of the Board.
- 5.23 Where a request is made under clause 5.22:
- 5.23.1 where reasonably practicable, the relevant beach management agency will provide the information or advice requested under clause 5.22.1;
 - 5.23.2 where reasonably practicable, the relevant beach management agency will comply with a request under clause 5.22.2 and that agency may determine the appropriate representative to attend any such meeting;
 - 5.23.3 each relevant beach management agency will not be required to attend any more than four meetings in any one calendar year;
 - 5.23.4 the Board will give a relevant beach management agency at least 10 business days notice of any such meeting; and
 - 5.23.5 the Board will provide a meeting agenda with any request made under clause 5.22.2.
- 5.24 To avoid doubt, the Board may request that any other person or entity provide information or attend a meeting of the Board.

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

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

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

Capacity

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

5.26.1 in a manner consistent with this part 5; and

5.26.2 subject to clause 5.26.1, the local government legislation.

Procedures of the Board

5.27 Except as otherwise provided for in this part 5 and sections [61] to [79] of the draft settlement bill, the procedures of the Board are governed by the applicable provisions of the Local Government Act 2002, Local Government Official Information and Meetings Act 1987 and Local Authorities (Members' Interests) Act 1968.

Appointment of Board members

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

5.28.1 one member appointed by the governance entity;

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

5.28.3 one member appointed by Te Rūnanga o Ngāi Takoto trustees;

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

5.28.5 one member appointed by the Ngāti Kahu governance entity;

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

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

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

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

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

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

5.29.2 two members appointed by the Northland Regional Council; and

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- 5.29.3 two members appointed by the Far North District Council.
- 5.30 If the Board consists of six members, those members will be as follows:
- 5.30.1 three members appointed by iwi appointers (being iwi that have either settled or are participating on an interim basis); and
- 5.30.2 three members appointed by the Northland Regional Council and the Far North District Council.
- 5.31 Members of the Board:
- 5.31.1 are appointed for a term of three years, unless the member resigns or is discharged by an appointer during that term; and
- 5.31.2 may be reappointed or discharged by and at the sole discretion of the relevant appointer.
- 5.32 In appointing members to the Board, appointers:
- 5.32.1 in the case of the iwi appointers, must be satisfied that the person has the mana, skills, knowledge or experience to:
- (a) participate effectively in the Board; and
- (b) contribute to the achievement of the purpose of the Board;
- 5.32.2 in the case of the other appointers, must be satisfied that the person has the skills, knowledge or experience and, where not an elected member, the community standing, to:
- (a) participate effectively in the Board; and
- (b) contribute to the achievement of the purpose of the Board; and
- 5.32.3 should have regard to any members already appointed to the Board to ensure that the membership reflects a balanced mix of skills, knowledge and experience so that the Board may best achieve its purpose.

Discharge or resignation of Board members

- 5.33 A member appointed by an iwi or the Te Hiku Community Board may resign by giving written notice to that person's appointer and the Board.
- 5.34 Where there is a vacancy on the Board:
- 5.34.1 the relevant appointer will fill that vacancy as soon as is reasonably practicable; and
- 5.34.2 any such vacancy does not prevent the Board from continuing to discharge its functions.
- 5.35 To avoid doubt, members of the Board who are appointed by iwi or the Community Board are not, by virtue of that membership, members of a local authority.

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

- 5.36 Where the Board considers that a member of the Board has acted or is acting in a manner that is not in the best interests of the Board:
- 5.36.1 the Board may decide to give notice ("**Board's notice**") to the appointer of the Board member in question ("**relevant appointer**");
 - 5.36.2 a decision under clause 5.36.1 must be made by a majority of 70% of the members present and voting at a meeting of the Board;
 - 5.36.3 a notice under clause 5.36.1 must set out the matters that form the basis of the Board's concerns;
 - 5.36.4 a copy of the Board's notice must be given to the Board member in question on the same business day as that notice is given to the relevant appointer;
 - 5.36.5 upon receiving the Board's notice, the relevant appointer may give notice to the Board seeking clarification of any matters relating to the Board's notice; and
 - 5.36.6 the Board will provide clarification of any matters that are the subject of a request under clause 5.36.5.
- 5.37 Upon receiving the Board's notice, or any clarification under clause 5.36.6, whichever is the later ("**investigation date**"):
- 5.37.1 the relevant appointer will undertake an investigation of the matters set out in the Board's notice and will prepare a preliminary report;
 - 5.37.2 the investigation and the preliminary report referred to in clause 5.37.1 must be completed within 15 business days after the investigation date;
 - 5.37.3 within 20 business days after the investigation date, the Board, or a subcommittee of the Board, will meet with the relevant appointer to discuss the preliminary report; and
 - 5.37.4 within five business days after the meeting referred to in clause 5.37.3, the relevant appointer will give notice to the Board and the member in question of the relevant appointer's decision.
- 5.38 If the relevant appointer's decision is that the member in question should be discharged, the relevant appointer will immediately discharge that member, and will appoint another member as soon as is reasonably practicable.
- 5.39 If the relevant appointer's decision is that the circumstances do not justify the discharge of the member in question, the relevant appointer is not required to take any further action.

Chair and Deputy Chair

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

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- 5.41 The decision under clause 5.40 will be by simple majority of those iwi members present and voting at that meeting.
- 5.42 The Chair:
- 5.42.1 is appointed for a term of three years unless the Chair resigns during that term; and
 - 5.42.2 may be reappointed as the Chair by the iwi members.
- 5.43 At its first meeting the Board will appoint a member of the Board as Deputy Chair.
- 5.44 The Deputy Chair:
- 5.44.1 is appointed for a term of three years, unless the Deputy Chair resigns during that term; and
 - 5.44.2 may be reappointed by the Board.

Standing orders

- 5.45 The Board will at its first meeting adopt a set of standing orders for the operation of the Board, and may amend those standing orders from time to time.
- 5.46 The standing orders of the Board must not contravene:
- 5.46.1 this part 5;
 - 5.46.2 tikanga Māori; or
 - 5.46.3 subject to compliance with this part 5 or sections [61] to [79] of the draft settlement bill, the Local Government Act 2002, Local Government Official Information and Meetings Act 1987 or any other Act.
- 5.47 A member of the Board must comply with the standing orders of the Board, as amended from time to time by the Board.

Meetings of the Board

- 5.48 The Board will:
- 5.48.1 at its first meeting agree a schedule of meetings that will allow the Board to achieve its purpose and properly discharge its functions; and
 - 5.48.2 review that meeting schedule on a regular basis to ensure that it is sufficient to allow the Board to achieve its purpose and properly discharge its functions.
- 5.49 The quorum for a meeting of the Board is not less than five members, made up as follows:
- 5.49.1 at least two of the members appointed by the iwi appointers;

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- 5.49.2 at least two of the members appointed by the local authority and the Community Board appointers; and
- 5.49.3 in addition to the members identified in clauses 5.49.1 and 5.49.2, the Chair or Deputy Chair.

Decision-making

- 5.50 The decisions of the Board must be made by vote at a meeting.
- 5.51 When making a decision the Board:
 - 5.51.1 will strive to achieve consensus among its members; but
 - 5.51.2 if, in the opinion of the Chair, consensus is not practicable after reasonable discussion, a decision of the Board may be made by a minimum of 70 percent majority of those members present and voting at a meeting of the Board.
- 5.52 The Chair and the Deputy Chair of the Board may vote on any matter but do not have casting votes.
- 5.53 The members of the Board must approach decision-making in a manner that:
 - 5.53.1 is consistent with, and reflects, the purpose of the Board; and
 - 5.53.2 acknowledges as appropriate the interests of iwi in particular parts of Te Oneroa-a-Tōhē.

Declaration of interest

- 5.54 A member of the Board is required to disclose any actual or potential interest in a matter to the Board.
- 5.55 The Board will maintain an interests register and will record any actual or potential interests that are disclosed to the Board.
- 5.56 A member of the Board is not precluded by the Local Authorities (Members' Interests) Act 1968 from discussing or voting on a matter:
 - 5.56.1 merely because the member is affiliated to an iwi or hapū that has customary interests over Te Oneroa-a-Tōhē management area; or
 - 5.56.2 merely because the economic, social, cultural, and spiritual values of any iwi or hapū and their relationships with the Board are advanced by or reflected in:
 - (a) the subject matter under consideration;
 - (b) any decision by or recommendation of the Board; or
 - (c) participation in the matter by the member.

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- 5.57 To avoid doubt, the affiliation of a member of the Board to an iwi or hapū that has customary interests over Te Oneroa-a-Tōhē management area is not an interest that must be disclosed or recorded under clauses 5.54 or 5.55.
- 5.58 In clauses 5.54 to 5.60, "**matter**" means:
- 5.58.1 the Board's performance of its functions or exercise of its powers; or
 - 5.58.2 an arrangement, agreement, or contract made or entered into, or proposed to be entered into, by the Board.
- 5.59 A member of the Board has an actual or potential interest in a matter, in terms of clauses 5.54 to 5.60, if he or she:
- 5.59.1 may derive a financial benefit from the matter; or
 - 5.59.2 is the spouse, civil union partner, de facto partner, child, or parent of a person who may derive a financial benefit from the matter; or
 - 5.59.3 may have a financial interest in a person to whom the matter relates; or
 - 5.59.4 is a partner, director, officer, board member, or trustee of a person who may have a financial interest in a person to whom the matter relates; or
 - 5.59.5 is otherwise directly or indirectly interested in the matter.
- 5.60 However, a person is not interested in a matter if his or her interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence him or her in carrying out his or her responsibilities as a member of the Board.

Reporting and review

- 5.61 The Board will report on an annual basis to the appointers.
- 5.62 The report referred to in clause 5.61 will:
- 5.62.1 describe the activities of the Board over the preceding 12 months; and
 - 5.62.2 explain how these activities are relevant to the Board's purpose and functions.
- 5.63 The appointers will commence a review of the performance of the Board, including of the extent that the purpose of the Board is being achieved and the functions of the Board are being effectively discharged, on the date that is three years after the Board's first meeting.
- 5.64 The appointers may undertake any subsequent review of the performance of the Board at any time agreed between all of the appointers.
- 5.65 Following any review of the Board under clauses 5.63 or 5.64, the appointers may make recommendations to the Board on any relevant matter arising out of that review.

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Administrative and technical support of Board

- 5.66 On the commencement date referred to in clause 5.119, the Crown will provide to the Board:
- 5.66.1 \$150,000 to support the initial operation of the Board; and
 - 5.66.2 \$250,000 to support the development of the first beach management plan.
- 5.67 The administrative and technical support for the Board will be provided by the Northland Regional Council and the Far North District Council.
- 5.68 The Northland Regional Council will:
- 5.68.1 hold any funds on behalf of the Board as a separate and identifiable ledger item; and
 - 5.68.2 expend those funds as directed by the Board.

Appointment of commissioners

- 5.69 Te Hiku o Te Ika iwi, Northland Regional Council and Far North District Council will no later than three months after the introduction of the third settlement bill:
- 5.69.1 develop a set of criteria for the appointment of hearing commissioners (such criteria to include a requirement that a commissioner be accredited) in relation to applications for resource consent (in whole or in part) in Te Oneroa-a-Tōhē management area; and
 - 5.69.2 in light of those criteria, develop a list of approved hearing commissioners in relation to applications for resource consent (in whole or in part) in Te Oneroa-a-Tōhē management area ("**commissioner list**").
- 5.70 The Board will on an ongoing basis review and keep updated the commissioner list.
- 5.71 In clause 5.69 "**accredited**" has the same meaning as set out in section 2 of the Resource Management Act 1991.
- 5.72 Where the Northland Regional Council intends to appoint a hearing panel in relation to an application for resource consent (in whole or in part) in Te Oneroa-a-Tōhē management area:
- 5.72.1 the Northland Regional Council must give notice to the Board of such intention;
 - 5.72.2 the members of the Board appointed by the iwi appointers will, no later than 15 business days after receiving notice under clause 5.72.1, appoint up to half of the members of the hearing panel from the commissioner list;
 - 5.72.3 the members of the Board appointed by the Northland Regional Council will appoint up to half of the members of the hearing panel from the commissioner list;

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- 5.72.4 the members of the Board appointed by the Northland Regional Council will appoint a Chair of the hearing panel from one of the members appointed under clauses 5.72.2 or 5.72.3; and
- 5.72.5 the Board may waive the rights under clauses 5.72.2 to 5.72.4 by giving notice to the Northland Regional Council.
- 5.73 If the members of the Board appointed by the iwi appointers have not appointed commissioners by the expiry of the 15 business day period referred to in clause 5.72.2:
- 5.73.1 the Northland Regional Council will appoint those commissioners that would have been appointed by the iwi members; and
- 5.73.2 the appointments under clause 5.73.1 must be made from the commissioner list.
- 5.74 Where the Far North District Council intends to appoint a hearing panel in relation to an application for resource consent (in whole or in part) in Te Oneroa-a-Tōhē management area:
- 5.74.1 the Far North District Council must give notice to the Board of such intention;
- 5.74.2 the members of the Board appointed by the iwi appointers will, no later than 15 business days after receiving notice under clause 5.74.1, appoint up to half of the members of the hearing panel from the commissioner list;
- 5.74.3 the members of the Board appointed by the Far North District Council will appoint up to half of the members of the hearing panel from the commissioner list;
- 5.74.4 the members of the Board appointed by the Far North District Council will appoint a Chair of the hearing panel from one of the members appointed under clauses 5.74.2 or 5.74.3; and
- 5.74.5 the Board may waive the rights under clauses 5.74.2 to 5.74.4 by giving notice to the Far North District Council.
- 5.75 If the members of the Board appointed by the iwi appointers have not appointed commissioners by the expiry of the 15 business day period referred to in clause 5.74.2:
- 5.75.1 the Far North District Council will appoint those commissioners that would have been appointed by the iwi members; and
- 5.75.2 the appointments under clause 5.75.1 must be made from the commissioner list.

Provision of applications for resource consent

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

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- 5.77 The Board will provide to the Northland Regional Council and the Far North District Council guidelines on the nature of information to be provided under clause 5.76, including:
- 5.77.1 whether copies or summaries of applications for resource consents are to be provided to the Board;
 - 5.77.2 whether there are certain types of applications for which copies or summaries do not have to be provided; and
 - 5.77.3 the timing of the provision of copies or summaries of applications to the Board.

Sub-committee for Beach sites A to D

- 5.78 There will be a sub-committee of the Board specifically to deal with the preparation and approval of that part of the beach management plan referred to in clause 5.84.
- 5.79 The members of that sub-committee will be those members of the Board appointed by the governance entity, Te Rūnanga o Te Rarawa trustees, Te Rūnanga Nui o Te Aupōuri trustees, and Te Rūnanga o Ngāi Takoto trustees.

THE BEACH MANAGEMENT PLAN

Purpose and scope of the beach management plan

- 5.80 The Board will prepare and approve the beach management plan in accordance with the process set out in clauses 5.98 to 5.113.
- 5.81 The purpose of the beach management plan is to:
- 5.81.1 identify the vision, objectives and desired outcomes for Te Oneroa-a-Tōhē;
 - 5.81.2 provide direction to decision makers where decisions are being made in relation to Te Oneroa-a-Tōhē; and
 - 5.81.3 convey the Board's aspirations for the care and management of Te Oneroa-a-Tōhē, in particular in relation the priority areas identified in clause 5.82.
- 5.82 The beach management plan will address the following three priority areas:
- 5.82.1 protecting and preserving Te Oneroa-a-Tōhē from inappropriate use and development, and ensuring that the resources of Te Oneroa-a-Tōhē are preserved and enhanced for present and future generations;
 - 5.82.2 recognising the importance of Te Oneroa-a-Tōhē as a food basket for Te Hiku o Te Ika iwi including ensuring ongoing access to the food basket; and
 - 5.82.3 recognising and providing for the spiritual, cultural and historical relationship of Te Hiku o Te Ika iwi with Te Oneroa-a-Tōhē.
- 5.83 The beach management plan may also address other areas that the Board considers relevant to the purpose of that plan.

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- 5.84 The beach management plan must include a specific section in relation to Beach sites A to D which addresses the matters set out in section 41(3) of the Reserves Act 1977.
- 5.85 The section of the beach management plan referred to in clause 5.84 will be deemed to be the management plan under section 41 of the Reserves Act 1977 for Beach sites A to D.

Effect on Resource Management Act 1991 planning documents

- 5.86 In preparing, reviewing, varying or changing a relevant RMA planning document, a local authority will recognise and provide for the vision, objectives and desired outcomes in the beach management plan.
- 5.87 The obligation under clause 5.86 applies each time that a local authority prepares, reviews, varies or changes a relevant RMA planning document.
- 5.88 Until such time as the obligation under clause 5.86 is complied with, where a consent authority is processing or making a decision on an application for resource consent in Te Oneroa-a-Tōhē management area, that consent authority will have regard to the beach management plan.
- 5.89 The obligations under clauses 5.86 to 5.88 apply only to the extent that:
- 5.89.1 the contents of the beach management plan relate to the resource management issues of the region or district; and
 - 5.89.2 recognising and providing for or having regard to (as the case may be) the beach management plan is consistent with the purpose of the Resource Management Act 1991.
- 5.90 To avoid doubt, the obligations under clauses 5.86 to 5.88 must be carried out in accordance with the requirements and procedures in Part 5 and Schedule 1 of the Resource Management Act 1991.

Effect on conservation planning documents

- 5.91 In preparing a conservation management strategy that is relevant to Te Oneroa-a-Tōhē management area, the Director-General and Te Hiku o Te Ika iwi must have particular regard to any vision, objectives and desired outcomes contained in the beach management plan.
- 5.92 The Director-General and Te Hiku o Te Ika iwi must comply with clause 5.91 each time that they prepare a conservation management strategy that is relevant to Te Oneroa-a-Tōhē management area.
- 5.93 Until such time as the obligation under clause 5.91 is complied with, where a person is reviewing, preparing, or changing a relevant conservation management plan, that person will have particular regard to any vision, objectives or desired outcomes contained in the beach management plan.
- 5.94 The obligations under clauses 5.91 to 5.93 apply only to the extent that:
- 5.94.1 the vision, objectives and desired outcomes contained in the beach management plan relate to the conservation issues of the area; and

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- 5.94.2 having particular regard to the vision, objectives and desired outcomes contained in the beach management plan is consistent with the purpose of the Conservation Act 1987.
- 5.95 To avoid doubt, the obligations under clauses 5.91 to 5.93 must be carried out in accordance with the requirements and procedures in Part 3A of the Conservation Act 1987.

Effect on fisheries processes

- 5.96 The parties acknowledge that:
- 5.96.1 the beach management plan will influence relevant RMA planning documents and conservation planning documents; and
- 5.96.2 under section 11 of the Fisheries Act 1996, the Minister for Primary Industries is required to have regard to regional policy statements and regional plans under the Resource Management Act 1991, and conservation management strategies and conservation management plans under the Conservation Act 1987 before setting or varying any sustainability measures.

Effect on Local Government Act 2002

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

Preparation of draft beach management plan

- 5.98 The following process applies to the preparation of the draft beach management plan:
- 5.98.1 the Board will commence the preparation of the draft beach management plan no later than three months after the first meeting of the Board;
- 5.98.2 the Board will meet to discuss and commence the preparation of the draft beach management plan; and
- 5.98.3 the Board may consult and seek comment from appropriate persons and organisations on the preparation of the draft beach management plan.
- 5.99 In preparing a draft beach management plan:
- 5.99.1 the Board must ensure that the contents of the draft beach management plan are consistent with the purpose of and priority areas for that plan as set out in clauses 5.81 and 5.82;
- 5.99.2 the Board must consider and document the potential alternatives to, and the potential benefits and costs of, the matters provided for in the draft beach management plan; and
- 5.99.3 the obligations under clauses 5.99.1 and 5.99.2 apply only to the extent that is relative to the nature and contents of the beach management plan.

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Notification and submissions on draft beach management plan

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

5.100.1 must notify it by giving public notice;

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

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

5.101 The public notice must:

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

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

(a) with the Board;

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

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

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

5.102 The date for the lodging submissions specified in the notice under clause 5.101.2(c) must be at least 20 business days after the date of the publication of the notice.

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

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

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

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

5.105.2 hold a hearing for that purpose.

Approval of beach management plan

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

5.107 The Board must then approve the beach management plan.

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5.108 The Board:

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

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

5.109 At the time of giving public notice of the approved beach management plan under clause 5.108, the Board will also make available a decision report that identifies how submissions were considered and dealt with by the Board.

5.110 The public notice must:

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

5.110.2 state when the beach management plan comes into force.

5.111 The beach management plan:

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

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

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

5.113 The relevant local authority will comply with a request under clause 5.112 where it is reasonably practicable to do so.

Review of, and amendments to, the beach management plan

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

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

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

5.115 If the Board considers as a result of a review that the beach management plan should be amended in a material manner, the amendment must be prepared and approved in accordance with clauses 5.98 to 5.113.

5.116 If the Board considers the beach management plan should be amended in a manner that is of minor effect, the amendment may be approved under clause 5.107, and the Board must comply with clauses 5.108 to 5.111.

Recognition of historical and cultural association

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

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5.118 The governance entity will apply the payment under clause 5.117 for the purposes of:

- 5.118.1 the installation of interpretative signs;
- 5.118.2 the raising of pouwhenua at Waipapakauri; and
- 5.118.3 regeneration activities along Te Oneroa-a-Tōhē and Te Ara Wairua.

COMMENCEMENT OF TE ONEROA-A-TŌHĒ REDRESS

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

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

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

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

5.122 The notice referred to in clause 5.121 must:

- 5.122.1 be given to the trustees of the post governance settlement entity for each of the remaining iwi if such trustees have been appointed, or otherwise, to the mandated negotiators for that iwi; and
- 5.122.2 specify:
 - (a) any conditions that must be satisfied before each of the remaining iwi may participate in the Te Oneroa-a-Tōhē redress on an interim basis including a condition that mandated representatives have been appointed to represent that iwi; and
 - (b) any conditions of such participation.

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

5.124 To avoid doubt:

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

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

CENTRAL AND SOUTH CONSERVATION AREAS

5.125 The settlement legislation will provide that:

- 5.125.1 any part of the Central and South Conservation Areas and Ninety Mile Beach Marginal Strip (shown marked blue on the plan in part 6 of the attachments) below mean high water springs ceases to be a conservation area under the Conservation Act 1987; and
- 5.125.2 to avoid doubt, any part of the Central and South Conservation Areas and Ninety Mile Beach Marginal Strip below mean high water springs forms part of the common marine and coastal area.

Definitions

5.126 In this part:

- 5.126.1 **beach management agencies** means the Environmental Protection Authority and the Ministry of Business, Innovation and Employment;
- 5.126.2 **iwi members** means the members of the Board that are appointed under clauses 5.28 to 5.30;
- 5.126.3 **relevant RMA planning document** means a regional policy statement, regional plan, district plan or proposed plan (as those terms are defined in sections 43AA and 43AAC of the Resource Management Act 1991) that applies to Te Oneroa-a-Tōhē management area;
- 5.126.4 **local government legislation** means the Local Government Act 2002, Local Government Act 1974, Local Government Official Information and Meetings Act 1987 and the Local Authorities (Members' Interests) Act 1968;
- 5.126.5 **Te Oneroa-a-Tōhē management area** means:
- (a) the area set out on the plan in part 5 of the attachments, including:
 - (i) the marine and coastal area; and
 - (ii) Beach sites A to D being vested in Te Hiku o Te Ika iwi subject to scenic reserve status; and
 - (b) any other area adjacent to or in the vicinity of the area identified in clause 5.126.5(a) with the agreement of:
 - (i) the Board; and
 - (ii) the relevant owner or administrator of that land; and

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

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5: CULTURAL REDRESS: TE ONEROA-A-TŌHĒ

TE PAKI STREAM AREA CONCESSION REVENUE

Background

- 5.127 To enable Te Hiku o Te Ika Iwi to undertake projects consistent with the functions of a co-governance board made up of equal iwi and Crown members with management responsibility over Te Oneroa-a-Tōhē, the Crown agreed in principle, on 16 January 2010, to transfer to such an entity a portion of concession revenue the Department of Conservation receives from tour bus operators using the Te Paki Stream area (being conservation land) to access Te Oneroa-a-Tōhē on their way to and from Te Rerenga Wairua/Cape Reinga ("**Te Paki Stream area concession revenue**").
- 5.128 The Crown subsequently determined the Te Paki Stream area concession revenue be paid to a joint Te Hiku iwi trust or a Ngāti Kuri trust.
- 5.129 Te Hiku o Te Ika Iwi agreed that the Te Paki Stream area concession revenue shall to be paid to the governance entity, reflecting Ngāti Kuri's customary interests in the Te Paki Stream area.

Payment of Te Paki Stream area concession revenue

- 5.130 The Department of Conservation must annually pay the Te Paki Stream area concession revenue to the governance entity in accordance with the methodology in clause 5.134.
- 5.131 The governance entity must ensure that the Te Paki Stream area concession revenue is:
- 5.131.1 held and accounted for separately; and
 - 5.131.2 only expended for purposes consistent with the purpose and functions of the Board.
- 5.132 The governance entity must confirm, through its annual accounts, that it has complied with clause 5.131.

Methodology for apportionment

- 5.133 The Te Paki Stream area concession revenue forms just part of the total concession revenue paid by each concessionaire to access Te Oneroa-a-Tōhē.
- 5.134 The methodology for apportioning the Te Paki Stream area concession revenue to the governance entity is as follows:

Methodology

of clients x concession fee x proportion of time spent at the Te Paki Stream area (out of total trip)

= \$ amount to be paid to the governance entity

6 CULTURAL REDRESS: KOROWAI ATAWHAI MŌ TE TAI AO - KOROWAI FOR ENHANCED CONSERVATION

KO TE MANAWHENUA / MANAWHENUA STATEMENT

Ko Ranginui e tū iho nei hei tuanui mō te ao,
Ko Papatūānuku e takoto nei hei whāriki mō te rangi
Ka puta, ka ora ki ngā mumu tai, ki ngā whenua wawā, ā rāua tini uri whakaheke e
kōwhaiwhai haere nei i te ao.

The nature of Manawhenua

Ranginui extends above us as a canopy over the world

Papatūānuku stretches out below, a platform for the heavens

*They are adorned with an interwoven tapestry of the myriad descendants, born and reborn,
and dispersed amongst the murmuring waters and recesses throughout the scattered lands
and oceans of Rangi and Papa.*

Ko Tāne-te-waiora ko Tāne-te-pēpeke, ko Tāne-nui-a-rangi, ko Tāne-te-orooro, ko Tāne-
mahuta i whakarite i te wehenga ake o ōna mātua kia puta ai ki te ao mārama.

He tapu anō te ira atua i whakatōngia e Tāne ki roto i tāna i hanga ai ki tāna i moe ai.
Ka tiakina te mana atua i roto i te whare tangata, kia mau tonu ai te tapu o te tangata.

Nā Tāne anō ngā rākau me ngā manu - a Raupō, a Kīwī, a Rupe mā, me te tini o Te Wao Nui
ā, marere noa ki ngā takutai moana, ki ngā tini a Tangaroa. Ko te tangi a te mātui, “tūtī, tutuiā” -
te rangi ki te whenua, te whenua ki te rangi. Ka puta ki te whei ao, ki te ao mārama, tihei wā
mauriora!

*It was Tāne-te-waiora, Tāne-te-pēpeke, Tāne-te-orooro, Tāne-whakapiripiri, Tāne-mahuta,
Tāne-nui-a-Rangi who instigated the separation of his parents, bringing about the emergence
into the World of Light and understanding.*

*Through the act of conception, Tāne introduced his godliness to those that he created and an
aspect of his divinity to those with whom he procreated. The womb transmits and protects this
sacred authority maintaining the sanctity of the holistic person.*

*From Tāne also descended Rākau, Raupō, Kiwi, Rupe and the multitudes of progeny from the
mountains to the great forests and unto the oceans. The sky is woven into the land and the
land to the sky from whence emerged the world of light, bringing forth the spirit essence of all
living things.*

Ko Tūmatauenga anō tētahi o ngā tama a Ranginui rāua ko Papatūānuku. He atua koi, he
atua māia, he kaitaki, he toa. Ko ōna hoa ko te taua, ko tana mahi he karawhiu i runga i te
marae ātea me te pakanga. Nā tēnei atua, nā Tūmatauenga ka puta ko āna uri - te tini me te
mano o ngā tāngata e tūtū haere nei ki runga i te mata o te whenua.

*Tūmatauenga - another son of Ranginui and Papatūānuku, was astute and brave, an
industrious leader and the ultimate warrior. His constant companions are strife and war; he
convenes the arena of conflict and the field of battle. The progeny of Tūmatauenga include all
the people who live and occupy the face of the earth.*

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He uri whakatupu tātou nō ngā kāwai atua o te ao. He mea paihere ngā uri a Tāne rāua ko Tūmatauenga, ki ngā whakapapa atua tātai noa ki te ao.

As descendants of the gods and the progeny of Tāne and Tūmatauenga, we are enmeshed within the genealogies of the pantheon of elemental deities that form the environment.

Koia e meatia nei, kia kōrerotia ana te mana o ngā ngahere, ngā whenua me ngā papamoana o Te Hiku o Te Ika, kia maumahara te tangata e honohono ana te mauri o ngā mea katoa.

We speak here of our authority over the lands, forests and oceans of Te Hiku o Te Ika, as the spirit of all things is connected, empowering our ability to speak as guardians of the land, forests and seas, in the pursuit of all that we desire.

Ka mutu, i konei anō mātou e noho ana hei kaitiaki i te taiao, hei kaitaurima i te mauri o ngā tapuwae ā-nuku o ō mātou tūpuna. Nā rātou ngā kōrero i waiho, i tapa hoki ngā ingoa i honohono ai ngā tātai katoa o te ao tūroa. Kua riro iho i a mātou Ngā Kete o Te Wānanga i tīkina ake rā e Tāne kia whai māramatanga ai te ira tangata. Nāna anō te wairua mārama me ngā āhuatanga whakamīharo o te ira atua i whakatō ki roto i ana uri e tū nei hei tangata whenua tūturu mō Te Hiku o Te Ika a Māui Tikitiki a Taranga ā, puta noa i Aotearoa. Nō muri mai ka tae mai a Kupe, a Pōhurihanga, a Tamatea, a Nukutawhiti, a Ruanui, a Puhi, a Tūmoana, i ruirui haere ai i te kākano mai i Rangīātea, kia kore ai mātou e ngaro.

We have lived here since time immemorial, as guardians of the environment, fostering the spirits, treading in the footprints of our ancestors who bestowed names between the land and the sky, and laid down a celestial template that encompasses all of nature. Tāne bequeathed to us the Baskets of Knowledge to provide his descendants with an understanding enabling us to exercise power, authority and responsibility. Tāne created his progeny with the attributes of the gods and imbued them with a divine element. These descendants exist now as the indigenous people of Te Hiku o Te Ika a Māui Tikitiki a Taranga and Aotearoa. From the time of the arrival of Kupe, Pōhurihanga, Tamatea, Nukutawhiti, Ruanui, Puhi and Tūmoana, they sowed the sacred seed brought from Rangīātea ensuring our ongoing existence.

Ko tōku mana, ko tōku reo Māori ngā kaiwhakamārama i tōku mātauranga ki te taiao, rere ki uta, rere ki tai ā, taiāwhiowhio noa Ko mātou tonu te hunga tiaki i ngā mahi tapu a ō mātou tūpuna. Kei te ture Kāwana te kawenga ki te whakatairanga i ngā tikanga a te Māori kia hīkina ake te mana o te iwi me ōna hapū hei kaitiaki kia whakatutuki i te mana tapu kia taurima tonu ai te Wao Nui a Tāne i Te Hiku o te Ika.

My innate authority and my language illuminate my inherited knowledge and responsibility for the environment, from the centre of the land to the oceans and the atmosphere. We are the original occupants and contemporary guardians of those tasks sacred to our ancestors. It is appropriate for Government to acknowledge, respect and support our inherited role, knowledge and practices as the core of conservation management in New Zealand. Better equipped and more empowered iwi and hapū as kaitiaki, introduces an immense additional resource in the management of the great domains of Tāne, and his siblings in Te Hiku o Te Ika.

He kawenata hou tēnei tauākī manawhenua hei whakapai ake i ngā mahi whakahaere o aua whenua mā te mahi ngātahi i ngā whenua kei roto i ngā ringaringa o Te Papa Atawhai me ngā hapū, iwi hoki o Te Hiku o Te Ika. Mā tēnei whakaritenga hou ka uru ngā whakaaro Māori, ngā tikanga Māori me ngā tāngata Māori ki roto i ngā mahi a Te Papa Atawhai - mai i te rangatira teitei, te Minita ā, tae noa ki te Tari ā-Rohe. Kua whakaae mai te Kāwanatanga me

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mātou ki te whai ngākau hou mō te oranga tonutanga i ngā whenua me ngā papamoana o Te Hiku o Te Ika.

Tūturu whakamaua kia tina, hui e, tāiki e!

This is a new covenant setting out a collaborative working arrangement with the iwi and hapū of Te Hiku o Te Ika on their ancestral lands, even though these lands are yet held by the Department of Conservation. This is a new concept that allows for Māori perspectives, practices and people to pervade the workings of the Department of Conservation - from the Minister to the Regional Conservancy. We have together acknowledged iwi manawhenua and a need to begin with new heart to ensure the ongoing sustainability of our lands and our oceans within Te Hiku o Te Ika.

Hold fast and make permanent! Let us come together!

Kaupapa Tuku Iho/Inherited Values Underpinning Manawhenua

1. Every action or activity of Te Hiku o Te Ika iwi is sourced in values inherited from tūpuna Māori (and other ancestors in various ways) - called Kaupapa Tuku Iho.
2. The Kaupapa Tuku Iho will give life to the Manawhenua Statement.
3. The Kaupapa Tuku Iho, are:
 - (a) Manaakitanga: Behaviour and activities that are mana enhancing toward others including generosity, care, respect and reciprocity.
 - (b) Wairuatanga/Mauri: Acknowledging and understanding the existence of Mauri and a spiritual dimension to life and to the world that requires regular attention and nourishment.
 - (c) Ūkaipōtanga: Caring and nurturing a context where Māori and others are able to contribute in ways that strengthen a sense of fulfilment and stimulation.
 - (d) Whānaungatanga: Expressing relationships built on common ancestry and featuring interdependence, reciprocal obligations, support and guidance within rūpū tuku iho (iwi, hapū and whānau) and within other groups comprising people by whom genealogy is highly regarded.
 - (e) Rangatiratanga: Reflecting chiefly roles and attributes, seen as "walking the talk", integrity, humility and honesty.
 - (f) Kaitiakitanga: Activity of Guardianship, deriving from manawhenua, over and including natural resources, inherited taonga, other forms of wealth and communities, including Māori as a people and other peoples as distinctive cultural groups.
 - (g) Kotahitanga: Pursuing a unity of purpose and direction where all are able and encouraged to contribute.
 - (h) Pūkengatanga: Processing knowledge creation, dissemination and maintenance that leads to scholarship and contributes to the mātauranga continuum of Te Kākano i ruia mai i Rangiātea.

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- (i) Tātai Hono: Analysing and synthesising fundamental connectivity (as in genealogy) that highlights the balancing of inter-relationships between people, between people and their heritage and between people and the world around them. Acknowledging the element of whakautu and the reciprocal responsibilities that evolve from that.
- (j) Te Reo Māori: Essential to the identity and survival of Māori as a people, this inherited taonga is used to articulate Māori understanding of the world just as other cultural groups use their language to do this.
- (k) Mana: Each iwi has its own mana and autonomy to operate within their respective rohe in accordance with mana whenua, mana tupuna, mana moana and manaakitanga. Iwi authority shows commitment to developing strategies in regards to shared interests.

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BACKGROUND

- 6.1 For Te Hiku o Te Ika iwi, the issue of redress is underpinned by the statement of principle "riro whenua atu, hoki whenua mai" ("land which was lost must be returned").
- 6.2 In their Treaty settlement negotiations with the Crown, Te Hiku o Te Ika iwi were concerned to achieve a level of redress which satisfies the mana and integrity of Te Hiku o Te Ika iwi and their affiliated hapū, whānau and marae. Te Hiku o Te Ika iwi were concerned that adequate provision was made to recognise the interests of Te Hiku o Te Ika iwi in conservation land. These lands form the mountains, rivers and significant places of Te Hiku o Te Ika iwi ancestors.
- 6.3 The approach of Te Hiku o Te Ika iwi stems from the grievance that the iwi feel with respect to Crown processes that over time resulted in the separation of tangata whenua from their whenua. The Waitangi Tribunal underlined this fact in its 1997 Muriwhenua Land Report.
- 6.4 Te Hiku o Te Ika iwi initially sought all conservation land to be vested in them. The Crown agreed to vest some areas of conservation land in the iwi and also to enter into a co-governance arrangement over all remaining conservation land - the korowai for enhanced conservation.
- 6.5 The korowai has been co-created by Te Hiku o Te Ika iwi and the Crown to reflect both the significance of conservation land and conservation taonga to Te Hiku o Te Ika iwi and also to the wider public.
- 6.6 The korowai reconnects Te Hiku o Te Ika iwi to the governance of all areas of conservation land in Te Hiku o Te Ika.
- 6.7 Te Hiku o Te Ika iwi and the Crown conceptualise conservation from different perspectives and origins. The korowai provides one way for Te Hiku o Te Ika iwi to exercise kaitiakitanga to inform the management of conservation land. The korowai recognises these different perspectives and seeks a path where the ongoing and evolving future relationship is founded on a shared respect for conservation.

SETTLEMENT LEGISLATION

- 6.8 The settlement legislation will give effect as necessary to the matters set out in this part and Appendices One, Three and Four to this part.

SUMMARY OF THE KOROWAI

- 6.9 The korowai for enhanced conservation is a mechanism that:
- 6.9.1 supports the current conservation regime as a cloak or "korowai" of conservation practices in Te Hiku o Te Ika, including local hapū participation in conservation;
 - 6.9.2 provides for the Department of Conservation and Te Hiku o Te Ika iwi to work together to enhance conservation in Te Hiku o Te Ika; and

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6.9.3 consists of the following elements:

- (a) manawhenua statement;
 - (b) background, summary and shared relationship principles;
 - (c) Te Hiku o Te Ika Conservation Board;
 - (d) Te Hiku o Te Ika Conservation Management Strategy;
 - (e) engagement with the New Zealand Conservation Authority;
 - (f) engagement with the Minister of Conservation;
 - (g) decision-making framework;
 - (h) transfer to iwi of specific decision-making functions;
 - (i) access to customary materials;
 - (j) wāhi tapu framework;
 - (k) Te Rerenga Wairua; and
 - (l) relationship and operational matters
- (the "**korowai**").

SHARED RELATIONSHIP PRINCIPLES

6.10 The parties are committed to establishing, maintaining and strengthening their positive, co-operative and enduring relationships. The following mutually agreed general relationship principles guide relationships between Te Hiku o Te Ika iwi and the Crown under the korowai following the settlement of historic Treaty grievances:

- 6.10.1 give effect to the principles of Te Tiriti o Waitangi / the Treaty of Waitangi;
- 6.10.2 respect the autonomy of the parties and their individual mandates, roles and responsibilities;
- 6.10.3 actively work together using shared knowledge and expertise;
- 6.10.4 co-operate in partnership with a spirit of good faith, integrity, honesty, transparency and accountability;
- 6.10.5 engage early on issues of known interest to either of the parties;
- 6.10.6 enable and support the use of te reo and tikanga Māori; and
- 6.10.7 acknowledge that the parties' relationship is evolving.

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- 6.11 The korowai will also be guided by the following principles that relate specifically to conservation:
- 6.11.1 promote and support conservation values;
 - 6.11.2 ensure public access to conservation land;
 - 6.11.3 acknowledge the Kaupapa Tuku Iho/inherited values underpinning manawhenua as set out in the manawhenua statement;
 - 6.11.4 support a conservation ethos by:
 - (a) integrating an indigenous perspective; and
 - (b) enhancing a national identity;
 - 6.11.5 recognise and acknowledge the role and value of the cultural practices of local hapū in conservation management; and
 - 6.11.6 recognise the full range of public interests in conservation land and taonga.

TE HIKU O TE IKA CONSERVATION BOARD

- 6.12 The settlement legislation will establish a new conservation board for Te Hiku o Te Ika ("Te Hiku o Te Ika Conservation Board").
- 6.13 The area covered by the Te Hiku o Te Ika Conservation Board will be the korowai area.
- 6.14 The Te Hiku o Te Ika Conservation Board will:
- 6.14.1 be established as if that board was established under section 6L of the Conservation Act 1987; and
 - 6.14.2 will have the status of a conservation board under that Act.
- 6.15 The role of the Te Hiku o Te Ika Conservation Board will be to carry out those functions specified in section 6M of the Conservation Act 1987.
- 6.16 The Northland Conservation Board will have no jurisdiction over the korowai area from the commencement date referred to in clause 6.135.

Appointment of Board Members

- 6.17 Subject to clauses 6.136 to 6.140 the Te Hiku o Te Ika Conservation Board will consist of 10 members as follows:
- 6.17.1 one member appointed by the Minister on the nomination of the Ngāti Kuri governance entity;
 - 6.17.2 one member appointed by the Minister on the nomination of Te Rūnanga Nui o Te Aupōuri trustees;

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- 6.17.3 one member appointed by the Minister on the nomination of Te Rūnanga o NgāiTakoto;
- 6.17.4 one member appointed by the Minister on the nomination of Te Rūnanga o Te Rarawa;
- 6.17.5 one member appointed by the Minister on the nomination of the Ngāti Kahu governance entity; and
- 6.17.6 five members appointed by the Minister.
- 6.18 When appointing a member under clauses 6.17.1 to 6.17.6:
- 6.18.1 the Minister may only appoint a person who has been nominated by the relevant governance entity; and
- 6.18.2 if the Minister is concerned as to the ability of a person who is nominated by a governance entity to properly discharge the obligations of a Conservation Board member, the Minister will:
- (a) inform the governance entity of those concerns;
 - (b) seek to resolve those concerns through discussion with the governance entity;
 - (c) if those concerns are not resolved seek an alternate nomination from the governance entity;
 - (d) if necessary, continue the process set out in clauses 6.18.2(a) to (c) until the Minister has received an acceptable nomination from the governance entity; and
 - (e) appoint a member once the Minister has received an acceptable nomination from the governance entity.
- 6.19 The Minister will remove a member of the Te Hiku o Te Ika Conservation Board who was appointed on the nomination of a governance entity if that governance entity requests the Minister to remove that member.
- 6.20 If the Minister is concerned that a member of the Te Hiku o Te Ika Conservation Board who was appointed on the nomination of a governance entity is unable to properly discharge his or her obligations as a conservation board member, the Minister will:
- 6.20.1 inform the governance entity of those concerns;
- 6.20.2 seek to resolve those concerns through discussion with the governance entity;
- 6.20.3 if those concerns are not resolved, and the Minister determines that the member is unable to properly discharge his or her obligations as a conservation board member, remove the member;

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- 6.20.4 if clause 6.20.3 applies, seek an alternate nomination from the governance entity; and
- 6.20.5 if clauses 6.20.3 and 6.20.4 apply, appoint a new member in accordance with the process set out in clause 6.18.
- 6.21 If Te Hiku o Te Ika iwi are concerned that a member of the Te Hiku o Te Ika Conservation Board who was appointed under clause 6.17.6 is unable to properly discharge his or her obligations as a conservation board member:
 - 6.21.1 Te Hiku o Te Ika iwi may give notice to the Minister setting out the nature of the concern;
 - 6.21.2 if the Minister receives notice under clause 6.21.1, the Minister will consider the matters set out in the notice;
 - 6.21.3 if the Minister considers that the member in question is unable to properly discharge his or her obligations as a conservation board member for a reason set out in section 6R(2) of the Conservation Act 1987, the Minister may remove that member and appoint another member; and
 - 6.21.4 the Minister will give notice to Te Hiku o Te Ika iwi of the outcome of the process set out in this clause.
- 6.22 If the Board consists of eight members, those members will be as follows:
 - 6.22.1 four members appointed by the Minister on the nomination of the Te Hiku o Te Ika iwi (being iwi that have either settled or are participating on an interim basis); and
 - 6.22.2 four members appointed by the Minister of Conservation.
- 6.23 If the Board consists of six members, those members will be as follows:
 - 6.23.1 three members appointed by the Minister on the nomination of the Te Hiku o Te Ika iwi (being iwi that have either settled or are participating on an interim basis); and
 - 6.23.2 three members appointed by the Minister of Conservation.
- 6.24 The quorum for a meeting of the Te Hiku o Te Ika Conservation Board is:
 - 6.24.1 if there are six or eight members of the Board:
 - (a) two of the members appointed on the nomination of the Te Hiku o Te Ika iwi; and
 - (b) two of the members appointed by the Minister; or
 - 6.24.2 if there are 10 members of the Board:
 - (a) three of the members appointed on the nomination of the Te Hiku o Te Ika iwi; and

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(b) three of the members appointed by the Minister.

6.25 Decisions of the Te Hiku o Te Ika Conservation Board will be made:

6.25.1 by vote at a meeting; and

6.25.2 by a minimum of 70 percent majority of those members present and voting at a meeting of the Board.

6.26 The provisions of the Conservation Act 1987 relating to conservation boards apply to the Te Hiku o Te Ika Conservation Board in the manner set out in Appendix One.

TE HIKU O TE IKA CONSERVATION MANAGEMENT STRATEGY

6.27 The Northland Conservation Management Strategy will consist of two parts:

6.27.1 one part that applies to the korowai area ("**Te Hiku o Te Ika CMS**"); and

6.27.2 a second part that applies to the remaining area not covered by the Te Hiku o Te Ika CMS.

Effect of Te Hiku o Te Ika CMS

6.28 The Te Hiku o Te Ika CMS is a conservation management strategy for the purposes of section 17D of the Conservation Act 1987 and has the same effect as if it were a conservation management strategy prepared and approved under that Act.

6.29 Sections 17F, 17H, and 17I of that Act do not apply to the preparation, approval, review, or amendment of the Te Hiku o Te Ika CMS, but in all other respects the provisions of the Conservation Act 1987 apply to the Te Hiku o Te Ika CMS.

Preliminary agreement

6.30 Before Te Hiku o Te Ika iwi and the Director-General commence preparation of a draft Te Hiku o Te Ika CMS, they must meet to develop a plan covering:

6.30.1 the principal matters to be addressed in the draft Te Hiku o Te Ika CMS;

6.30.2 the manner in which those matters are to be addressed; and

6.30.3 the practical steps that Te Hiku o Te Ika iwi and the Director-General will take in preparing and seeking approval of the draft Te Hiku o Te Ika CMS.

Draft Te Hiku o Te Ika CMS

6.31 Not later than 12 months after the commencement date referred to in clause 6.135, Te Hiku o Te Ika iwi and the Director-General must commence preparation of a draft Te Hiku o Te Ika CMS in consultation with:

6.31.1 the Te Hiku o Te Ika Conservation Board; and

6.31.2 any other persons or organisations that the parties agree are appropriate.

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- 6.32 Te Hiku o Te Ika iwi and the Director-General may agree a later date to commence the preparation of the draft Te Hiku o Te Ika CMS.

Notification of draft Te Hiku o Te Ika CMS

- 6.33 As soon as is practicable, but not later than 12 months after the date when preparation of the draft Te Hiku o Te Ika CMS commences, the Director-General must:
- 6.33.1 notify the draft Te Hiku o Te Ika CMS in accordance with section 49(1) of the Conservation Act 1987 as if the Director-General were the Minister for the purposes of that section; and
 - 6.33.2 give notice of the draft Te Hiku o Te Ika CMS to the relevant local authorities.
- 6.34 The notices under clause 6.33 must:
- 6.34.1 state that the draft Te Hiku o Te Ika CMS is available for inspection at the places and times specified in the notice; and
 - 6.34.2 invite submissions from the public, to be lodged with the Director-General before the date specified in the notice, which must be at least 40 business days after the date of the notice.
- 6.35 The draft Te Hiku o Te Ika CMS must continue to be available for public inspection after the date it is notified, at the places and times specified in the notice, with publicity to encourage public participation in the development of the draft Te Hiku o Te Ika CMS.
- 6.36 Te Hiku o Te Ika iwi and the Director-General may, after consulting with the Te Hiku o Te Ika Conservation Board, seek views on the draft Te Hiku o Te Ika CMS from any person or organisation that they consider appropriate.

Submissions

- 6.37 Any person may lodge a submission on the draft Te Hiku o Te Ika CMS with the Director-General before the date specified in the notice referred to in clause 6.34.2.
- 6.38 A submission may state that the submitter wishes to be heard in support of their submission.
- 6.39 The Director-General must provide copies of any submissions to Te Hiku o Te Ika iwi within five business days of receiving the submission.
- 6.40 Persons wishing to be heard must be given a reasonable opportunity to appear before a meeting of representatives of:
- 6.40.1 Te Hiku o Te Ika iwi;
 - 6.40.2 the Director-General; and
 - 6.40.3 the Te Hiku o Te Ika Conservation Board.

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- 6.41 The representatives of Te Hiku o Te Ika iwi, the Director-General and the Te Hiku o Te Ika Conservation Board may hear any other person or organisation whose views on the draft Te Hiku o Te Ika CMS were sought under clause 6.36.
- 6.42 The hearing of submissions must be concluded not later than two months after the date specified in the notice referred to in clause 6.34.2.
- 6.43 Te Hiku o Te Ika iwi and the Director-General must jointly prepare a summary of:
- 6.43.1 the submissions on the draft Te Hiku o Te Ika CMS; and
 - 6.43.2 any other views on it made known to Te Hiku o Te Ika iwi and the Director-General pursuant to clause 6.36.

Revision of draft Te Hiku o Te Ika CMS

- 6.44 Te Hiku o Te Ika iwi and the Director-General must, after considering the submissions heard and other views received:
- 6.44.1 revise the draft Te Hiku o Te Ika CMS, as they consider appropriate; and
 - 6.44.2 not later than six months after the hearing of submissions is concluded, provide to the Te Hiku o Te Ika Conservation Board:
 - (a) the draft Te Hiku o Te Ika CMS as revised; and
 - (b) the summary prepared under clause 6.43.

Submission of draft Te Hiku o Te Ika CMS to Conservation Authority

- 6.45 After considering the draft Te Hiku o Te Ika CMS and the summary received under clause 6.44.2, the Te Hiku o Te Ika Conservation Board:
- 6.45.1 may request Te Hiku o Te Ika iwi and the Director-General to further revise the draft Te Hiku o Te Ika CMS; and
 - 6.45.2 must submit to the Conservation Authority, for its approval, the draft Te Hiku o Te Ika CMS, together with:
 - (a) a written statement on any matters that Te Hiku o Te Ika iwi, the Director-General or the Te Hiku o Te Ika Conservation Board are not able to agree; and
 - (b) a copy of the summary provided to the board under clause 6.44.
 - 6.45.3 The Te Hiku o Te Ika Conservation Board must provide the draft Te Hiku o Te Ika CMS received under clause 6.44.2 to the Conservation Authority not later than six months after that draft document was provided to the Board, unless a later date is directed by the Minister.

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Approval of Te Hiku o Te Ika CMS

6.46 The Conservation Authority:

6.46.1 must consider the draft Te Hiku o Te Ika CMS and any relevant information provided to it under clause 6.45.2; and

6.46.2 may consult with any person or organisation that it considers appropriate, including:

- (a) Te Hiku o Te Ika iwi;
- (b) the Director-General; and
- (c) the Te Hiku o Te Ika Conservation Board.

6.47 After considering the draft Te Hiku o Te Ika CMS and any relevant information provided under clause 6.45.2, the Conservation Authority must:

6.47.1 make any amendments to the draft Te Hiku o Te Ika CMS that it considers appropriate; and

6.47.2 provide the draft Te Hiku o Te Ika CMS and other relevant information to the Minister and Te Hiku o Te Ika iwi.

6.48 The Minister and Te Hiku o Te Ika iwi must jointly:

6.48.1 consider the draft Te Hiku o Te Ika CMS; and

6.48.2 return the draft Te Hiku o Te Ika CMS to the Conservation Authority with any written recommendations the Minister and Te Hiku o Te Ika iwi consider appropriate.

6.49 The Conservation Authority, after having regard to any recommendations received under clause 6.48.2, must either:

6.49.1 make any amendments that it considers appropriate and then approve the draft Te Hiku o Te Ika CMS; or

6.49.2 return it to the Minister and Te Hiku o Te Ika iwi for further consideration in accordance with clause 6.48, with any new information that the Conservation Authority wishes them to consider, before the draft Te Hiku o Te Ika CMS is amended, if appropriate, and then approved.

6.50 Once Te Hiku o Te Ika CMS is approved, those parts of the Northland Conservation Strategy that apply to the korowai area, and that have been superseded by Te Hiku o Te Ika CMS, will no longer apply to that area.

Review procedure

6.51 At any time, Te Hiku o Te Ika iwi and the Director-General may, after consulting with the Te Hiku o Te Ika Conservation Board, initiate a review of the Te Hiku o Te Ika CMS as a whole or in part.

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- 6.52 In particular, a review may be commenced under clause 6.51, with the agreement of the Ngāti Kahu governance entity, to provide for the Te Hiku o Te Ika CMS to cover the Ngāti Kahu area of interest if that area is not already covered.
- 6.53 If as a result of a review under clause 6.52 the Te Hiku o Te Ika CMS is extended to cover the Ngāti Kahu area of interest, from the date of the approval of the reviewed Te Hiku o Te Ika CMS that provides for that extension, those parts of the Northland Conservation Strategy that apply to the Ngāti Kahu area of interest, and that have been superseded by Te Hiku o Te Ika CMS, will no longer apply to that area of interest.
- 6.54 A review must be carried out in accordance with the process set out in clauses 6.30 to 6.50 as if those provisions related to the review procedure with any necessary modifications.
- 6.55 Te Hiku o Te Ika iwi and the Director-General must commence a review of the whole of the Te Hiku o Te Ika CMS not later than 10 years after the date of its initial or last approval (as the case may be) unless the Minister, after consulting with the Conservation Authority and Te Hiku o Te Ika iwi, extends the period within which the review must be commenced.

Amendment procedure

- 6.56 At any time Te Hiku o Te Ika iwi and the Director-General may, after consulting with the Te Hiku o Te Ika Conservation Board, initiate amendments to the whole or a part of the Te Hiku o Te Ika CMS.
- 6.57 Unless clauses 6.58 or 6.59 apply, amendments must be made in accordance with the process set out in clauses 6.30 to 6.50 as if those provisions related to the amendment procedure with any necessary modifications.
- 6.58 If Te Hiku o Te Ika iwi and the Director-General consider that the proposed amendments would not materially affect the policies, objectives, or outcomes of the Te Hiku o Te Ika CMS or the public interest in the relevant conservation matters:
- 6.58.1 Te Hiku o Te Ika iwi and the Director-General must send the proposed amendments to the Te Hiku o Te Ika Conservation Board; and
- 6.58.2 the proposed amendments must be dealt with in accordance with clauses 6.46 to 6.49, as if those provisions related to the amendment procedure.
- 6.59 If the purpose of the proposed amendments is to ensure the accuracy of the information in the Te Hiku o Te Ika CMS required by section 17D(7) of the Conservation Act 1987 (which requires the identification and description of all protected areas within the boundaries of the conservation management strategy managed by the Department of Conservation), the parties may amend the Te Hiku o Te Ika CMS without following the processes prescribed under clauses 6.57 or 6.58.
- 6.60 The Director-General must notify any amendments made under clause 6.59 to the Te Hiku o Te Ika Conservation Board without delay.

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Dispute resolution

Application of dispute resolution procedure

- 6.61 Clauses 6.62 to 6.72 apply to any dispute arising between Te Hiku o Te Ika iwi and the Director-General at any stage in the process for preparing and approving the Te Hiku o Te Ika CMS.
- 6.62 If, at any stage in that process, a party refers a dispute for resolution, the calculation of any prescribed period of time is stopped until the dispute is resolved and the parties resume the process at the point where it was interrupted.

Process for resolution of disputes

- 6.63 If, at any stage in the process referred to in clause 6.61, Te Hiku o Te Ika iwi and the Director-General are not able to resolve a dispute within a reasonable time, either party may:
- 6.63.1 give written notice to the other of the issues in dispute ("**notice**"); and
 - 6.63.2 require the process under clauses 6.64 to 6.66 to be followed.
- 6.64 Within 15 business days of the date of the notice given under clause 6.63.1, a representative appointed by Te Hiku o Te Ika iwi and a representative of the Director-General based in the Northland conservancy must meet in good faith to seek to resolve the dispute.
- 6.65 If that meeting does not result in a resolution within 20 business days after the date of the notice, the Director-General and the representative(s) appointed by Te Hiku o Te Ika iwi must meet in good faith to seek a means to resolve the dispute.
- 6.66 The Minister and the representative(s) appointed by Te Hiku o Te Ika iwi must, if those parties agree, meet in good faith to seek to resolve the dispute if:
- 6.66.1 the dispute has not been resolved within 30 business days after the date of the notice; and
 - 6.66.2 the dispute is a matter of significance to both parties.
- 6.67 A resolution reached under this section is valid only to the extent that it is not inconsistent with the statutory obligations of the parties.

Mediation

- 6.68 If resolution is not reached within a reasonable time under clauses 6.64 to 6.66, either of Te Hiku o Te Ika iwi or the Director-General may require the dispute to be referred to mediation by giving written notice to the other party ("**mediation notice**").
- 6.69 The parties must seek to agree on one or more persons to conduct a mediation or, if agreement is not reached within 15 business days of the mediation notice, the person who gave notice must notify the President of the New Zealand Law Society in writing, requesting the appointment of a mediator to assist the parties to reach a settlement of the dispute.

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- 6.70 A mediator appointed under clause 6.69:
- 6.70.1 must be familiar with tikanga;
 - 6.70.2 must be independent of the dispute; and
 - 6.70.3 does not have the power to determine the dispute, but may give non-binding advice.
- 6.71 Te Hiku o Te Ika iwi and the Director-General must participate in good faith in the mediation.
- 6.72 Te Hiku o Te Ika iwi and the Director-General must:
- 6.72.1 share the costs of a mediator and related expenses equally; but
 - 6.72.2 in all other respects, meet their own costs and expenses in relation to the mediation.

ENGAGEMENT WITH THE NEW ZEALAND CONSERVATION AUTHORITY

- 6.73 Where Te Hiku o Te Ika iwi wish to discuss a matter of national importance in relation to conservation land or resources in the korowai area, Te Hiku o Te Ika iwi may make a request to address a regular scheduled meeting of the New Zealand Conservation Authority.
- 6.74 The Director-General will provide to Te Hiku o Te Ika iwi an annual meeting schedule for the New Zealand Conservation Authority.
- 6.75 Where Te Hiku o Te Ika iwi make a request to attend a scheduled meeting of the New Zealand Conservation Authority that request:
- 6.75.1 must be in writing;
 - 6.75.2 must set out the matter of national importance that Te Hiku o Te Ika iwi wish to discuss; and
 - 6.75.3 must be given to the New Zealand Conservation Authority not less than 20 business days prior to the date of a scheduled meeting.
- 6.76 The New Zealand Conservation Authority must respond to Te Hiku o Te Ika iwi not less than 10 business days prior to that scheduled meeting stating that Te Hiku o Te Ika iwi will be able to:
- 6.76.1 attend that scheduled meeting; or
 - 6.76.2 attend a subsequent scheduled meeting.

ENGAGEMENT WITH THE MINISTER OF CONSERVATION

- 6.77 There will be an annual meeting between the Minister of Conservation or Associate Minister of Conservation and Te Hiku o Te Ika iwi leaders.

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- 6.78 The purpose of the annual meeting will be to address the progress of the korowai as the means of articulating the relationship between the Crown and Te Hiku o Te Ika iwi on conservation matters in the korowai area.
- 6.79 The annual meeting will be held in a venue to be agreed.
- 6.80 The attendees at the annual meeting will be:
- 6.80.1 Te Hiku o Te Ika iwi leaders; and
 - 6.80.2 the Minister or Associate Minister of Conservation, or if neither are able to attend and with the agreement of Te Hiku o Te Ika iwi, a senior delegate appointed by the Minister.
- 6.81 The date of the annual meeting will be agreed between the Minister's office and the contact person for Te Hiku o Te Ika iwi.
- 6.82 Prior to the annual meeting, Te Hiku o Te Ika iwi will propose an agenda and will provide any other relevant information in time for that information to be properly considered.

DECISION-MAKING FRAMEWORK

- 6.83 The decision-making framework consists of:
- 6.83.1 **Part A:** an acknowledgement in relation to section 4 of the Conservation Act 1987; and
 - 6.83.2 **Part B:** a decision-making framework to apply to conservation decisions in the korowai area.

Part A: Acknowledgement in relation to section 4

- 6.84 Section 4 of the Conservation Act 1987 states:

"This Act shall be so interpreted and administered as to give effect to the principles of the Treaty of Waitangi".

- 6.85 This obligation applies to the Conservation Act 1987 and the Acts listed in the First Schedule to that Act.
- 6.86 As an overriding approach, when making decisions under conservation legislation in the korowai area, the relevant decision maker will:
- 6.86.1 apply section 4 of the Conservation Act 1987:
 - (a) in a manner commensurate with the nature and degree of Te Hiku o Te Ika iwi interest in the area and subject matter of the relevant decision; and
 - (b) in a meaningful and transparent manner; and

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- 6.86.2 give effect to the principles of Te Tiriti o Waitangi / the Treaty of Waitangi to the extent required under the conservation legislation.

Part B: Conservation decision-making framework

- 6.87 The parties acknowledge and agree that while section 4 of the Conservation Act 1987 applies to all decisions made under the conservation legislation, the nature and extent of that obligation will vary depending on the circumstances.
- 6.88 Te Hiku o Te Ika iwi and the Director-General will, by the commencement date referred to in clause 6.135, discuss and agree a schedule identifying:
- 6.88.1 any decisions that do not require the application of the decision-making framework;
 - 6.88.2 any decisions for the which the decision-making framework may be modified, and the nature of that modification; and
 - 6.88.3 in particular, how the decision-making framework will be modified to reflect the need for decisions to be made at a national level that may affect Te Hiku o Te Ika.
- 6.89 The Director-General and Te Hiku o Te Ika iwi will approach the discussions referred to in clause 6.88 in a co-operative manner recognising the need to achieve a pragmatic balance between:
- 6.89.1 providing for the interests of Te Hiku o Te Ika iwi in conservation decision-making; and
 - 6.89.2 allowing statutory functions to be discharged and decisions to be made in an efficient and timely manner (including, for example, in relation to day-to-day management, and decision-making at a national level that may affect Te Hiku o Te Ika).
- 6.90 The Director-General and Te Hiku o Te Ika iwi may agree to review the schedule referred to in clause 6.88 from time to time.
- 6.91 Te Hiku o Te Ika iwi may from time to time, by notice to the Director-General, waive any rights under the decision-making framework, and in doing so Te Hiku o Te Ika iwi will state the extent and duration of that waiver.
- 6.92 The decision-making framework involves the following stages:
- 6.92.1 **Stage One:** the Director-General will notify Te Hiku o Te Ika iwi of the relevant decision to be made and the timeframe for a response;
 - 6.92.2 **Stage Two:** Te Hiku o Te Ika iwi will, within the timeframe for response, notify the Director-General of:
 - (a) the nature and degree of Te Hiku o Te Ika iwi interest in the relevant decision; and
 - (b) the views of Te Hiku o Te Ika iwi in relation to the relevant decision;

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- 6.92.3 **Stage Three:** the Director-General will respond to Te Hiku o Te Ika iwi confirming:
- (a) the Director-General's understanding of the matters conveyed under clause 6.92.2;
 - (b) how the matters conveyed under clause 6.92.2 will be included in the decision-making process; and
 - (c) whether any immediately apparent issues arise out of the matters conveyed under clause 6.92.2;
- 6.92.4 **Stage Four:** the relevant decision maker will make the decision in accordance with the relevant conservation legislation, and in doing so will:
- (a) consider the confirmation of the Director-General's understanding provided under clause 6.92.3, and any clarification or correction provided by Te Hiku o Te Ika iwi in relation to that confirmation;
 - (b) explore whether, in making the decision, it is possible to reconcile any conflict between the interests and views of Te Hiku o Te Ika iwi and any other considerations in the decision-making process;
 - (c) in making the decision, where a relevant Te Hiku o Te Ika iwi interest is identified, give effect to the principles of Te Tiriti o Waitangi / the Treaty of Waitangi:
 - (i) in a meaningful and transparent manner; and
 - (ii) in a manner commensurate with the nature and degree of the iwi interest; and
 - (d) in complying with clause 6.92.4(c)(ii), where the circumstances justify it, give a reasonable degree of preference to the iwi interest;
- 6.92.5 **Stage Five:** the relevant decision maker will record in writing as part of a decision document:
- (a) the nature and degree of Te Hiku o Te Ika iwi interest in the relevant decision as conveyed to the Director-General under clause 6.92.2(a);
 - (b) the views of Te Hiku o Te Ika iwi in relation to the relevant decision as conveyed to the Director-General under clause 6.92.2(b); and
 - (c) how, in making that decision, the relevant decision maker complied with section 4 of the Conservation Act 1987; and
- 6.92.6 **Stage Six:** the relevant decision maker will communicate the decision to Te Hiku o Te Ika iwi including the matters set out in clause 6.92.5.

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6.93 The Director-General and Te Hiku o Te Ika iwi will:

- 6.93.1 maintain open communication as to the effectiveness of the process set out in Stage One to Stage Six above; and
- 6.93.2 no later than two years after settlement date, jointly commence a review of the effectiveness of the process set out in Stage One to Stage Six above.

TRANSFER TO IWI OF SPECIFIC DECISION-MAKING FUNCTIONS

6.94 The transfer of decision-making functions applies to decisions regarding:

- 6.94.1 the possession of dead parts of protected fauna for cultural use by members of Te Hiku o Te Ika iwi in accordance with the customary materials plan;
- 6.94.2 the taking of parts of flora from conservation protected areas for cultural use by members of Te Hiku o Te Ika iwi in accordance with the customary materials plan; and
- 6.94.3 the identification and management of wāhi tapu and sites of significance in accordance with the wāhi tapu framework.

CUSTOMARY MATERIALS

6.95 Te Hiku o Te Ika iwi and the Director-General will jointly prepare and agree a plan covering:

- 6.95.1 the customary take of flora material within conservation protected areas within the korowai area; and
- 6.95.2 the possession of dead protected fauna that is found within the korowai area ("**customary materials plan**").

6.96 The customary materials plan will:

- 6.96.1 provide a tikanga perspective on customary materials;
- 6.96.2 identify species of flora from which material may be taken and species of dead protected fauna that may be possessed;
- 6.96.3 identify sites for customary take of flora material within conservation protected areas;
- 6.96.4 identify permitted methods for and quantities of customary take of flora material within those areas;
- 6.96.5 identify parameters for the possession of dead protected fauna;
- 6.96.6 identify monitoring requirements;

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- 6.96.7 include the following matters relating to relevant species:
- (a) taxonomic status;
 - (b) threatened status or rarity;
 - (c) the current state of knowledge;
 - (d) whether the species is the subject of a species recovery plan; and
 - (e) other similar and relevant information; and
- 6.96.8 include any other matters relevant to the customary take of flora material or possession of dead protected fauna as agreed between Te Hiku o Te Ika iwi and the Director-General.
- 6.97 Te Hiku o Te Ika iwi and the Director-General will jointly prepare and agree the first customary materials plan by the commencement date referred to in clause 6.135.
- 6.98 From the date of this deed until the commencement date referred to in clause 6.133:
- 6.98.1 a separate pataka committee comprising a representative appointed by the governance entity of each Te Hiku o Te Ika iwi will be established for Te Hiku o Te Ika;
 - 6.98.2 if at the signing of this deed a governance entity has not been approved for one or more Te Hiku o Te Ika iwi, a representative may be appointed to represent the relevant iwi by the mandated negotiators for that iwi; and
 - 6.98.3 if one or more of Te Hiku o Te Ika iwi do not appoint a representative to the pataka committee, that will not prevent or otherwise affect the operation of that committee.
- 6.99 Te Hiku o Te Ika iwi and the Director-General will commence a review of the first agreed version of the customary materials plan not later than 24 months after the commencement date referred to in clause 6.135.
- 6.100 Te Hiku o Te Ika iwi and the Director-General may commence subsequent reviews of the customary materials plan from time to time as agreed between the parties, but at intervals of no more than five years from the completion of the last review.
- 6.101 Te Hiku o Te Ika iwi may issue an authorisation to a member of Te Hiku o Te Ika iwi to take flora materials or possess dead protected fauna:
- 6.101.1 in accordance with the customary materials plan; and
 - 6.101.2 without the requirement for a permit or other authorisation under the Conservation Act 1987, Reserves Act 1977 or Wildlife Act 1953.

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- 6.102 Where Te Hiku o Te Ika iwi or the Director-General identify any conservation issue arising from or affecting the take of flora or possession of dead protected fauna pursuant to the customary materials plan:
- 6.102.1 Te Hiku o Te Ika iwi and the Director-General will engage for the purposes of seeking to address that conservation issue; and
 - 6.102.2 Te Hiku o Te Ika iwi and the Director-General will endeavour to develop solutions to address that conservation issue, which may include:
 - (a) the Director-General considering restricting the granting of authorisations for the taking of flora materials or possession of dead protected fauna; and
 - (b) Te Hiku o Te Ika iwi and the Director-General agreeing to amend the customary materials plan.
- 6.103 Where the Director-General is not satisfied that any conservation issue has been appropriately addressed following the process set out in clause 6.102.2:
- 6.103.1 the Director-General may give notice to Te Hiku o Te Ika iwi that any identified component of the customary materials plan is suspended; and
 - 6.103.2 from the date set out in the notice under clause 6.103.1, clause 6.101 will not apply in respect of any component of the customary materials plan that has been suspended.
- 6.104 Where the Director-General takes action under clause 6.103, Te Hiku o Te Ika iwi and the Director-General will continue to engage and will seek to resolve any conservation issue so that any suspension can be revoked by the Director-General as soon as is practicable.
- 6.105 For the purposes of clauses 6.95 to 6.104:
- 6.105.1 **conservation protected area** in relation to the customary take of flora material means an area above the line of mean high water springs that is:
 - (a) a conservation area under the Conservation Act 1987;
 - (b) a reserve administered by the Department of Conservation under the Reserves Act 1977; or
 - (c) a wildlife refuge, wildlife sanctuary or wildlife management reserve under the Wildlife Act 1953;
 - 6.105.2 **customary take** means the take and use of flora materials for customary purposes;
 - 6.105.3 **dead protected fauna** means the dead body or any part of the dead body of any animal protected under the conservation legislation, but excludes marine mammals;

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6.105.4 **flora material** means parts of plants taken in accordance with the customary materials plan; and

6.105.5 **flora** means any member of the plant kingdom, and includes any alga, bacterium or fungus, and any plant or seed or spore from any plant.

WĀHI TAPU FRAMEWORK

Background

6.106 Wāhi tapu have special significance to Te Hiku o Te Ika iwi and are repositories of the most sacred physical, religious, traditional, ritual, mythological and spiritual aspects of Māori culture. These sacred places are comprised of areas such as:

6.106.1 burial sites, (usually caves or groves of certain trees);

6.106.2 battle sites where blood has been spilt;

6.106.3 sites where sacred objects are stored; and

6.106.4 sites (or altars) where prayer and other sacred activities occur and areas that have been established as places of healing.

6.107 The parties have agreed to work together to develop a plan for the management of wāhi tapu including, where appropriate, management by the manawhenua hapū and iwi associated with them.

6.108 The process set out below is intended to provide the basis for that plan, and to ensure the plan is taken into account in strategic and annual conservation planning documents.

Wāhi tapu framework

6.109 The governance entity may provide to the Director-General a description of the wāhi tapu on conservation land in the relevant area of interest, which can include, but is not limited to:

6.109.1 the general location;

6.109.2 the nature of the wāhi tapu;

6.109.3 a description of the site; and

6.109.4 the associated hapū and iwi kaitiaki.

6.110 The governance entity may give notice to the Director-General that a wāhi tapu management plan is to be entered into between those parties in relation to wāhi tapu identified under clause 6.109.

6.111 If the governance entity gives notice under clause 6.110, the governance entity and the Director-General will discuss and agree a wāhi tapu management plan in relation to that wāhi tapu.

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- 6.112 The wāhi tapu management plan agreed between the governance entity and the Director-General may:
- 6.112.1 include such details relating to wāhi tapu on conservation land as the parties consider appropriate; and
 - 6.112.2 provide for the persons identified by the governance entity to undertake management activities on conservation land in relation to specified wāhi tapu.
- 6.113 Where in accordance with clause 6.112.2 a wāhi tapu management plan includes an agreement for persons authorised by the governance entity to undertake management activities:
- 6.113.1 the plan must specify the scope and duration of the work that may be undertaken; and
 - 6.113.2 the plan will constitute lawful authority for the work specified in clause 6.112.2 to be undertaken, as if an agreement had been entered into with the Director-General under section 53 of the Conservation Act 1987.
- 6.114 A wāhi tapu management plan will be:
- 6.114.1 prepared in a manner agreed between the governance entity and the Director-General and without undue formality;
 - 6.114.2 reviewed at intervals to be agreed between those parties; and
 - 6.114.3 made publicly available if the parties consider that appropriate.
- 6.115 The Te Hiku o Te Ika Conservation Management Strategy will:
- 6.115.1 refer to the wāhi tapu framework;
 - 6.115.2 reflect the relationship between Te Hiku o Te Ika iwi and wāhi tapu;
 - 6.115.3 reflect the importance of the protection of wāhi tapu; and
 - 6.115.4 acknowledge the role of the wāhi tapu management plan.
- 6.116 The discussion between Te Hiku o Te Ika iwi and the Director-General in relation to annual planning referred to in the relationship agreement will include a discussion of:
- 6.116.1 management activities in relation to wāhi tapu; and
 - 6.116.2 any relevant wāhi tapu management plan.
- 6.117 Where the governance entity provides any information relating to wāhi tapu to the Director-General in confidence, the Director-General will respect that obligation of confidence to the extent that he or she is able to do under the relevant statutory frameworks.

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TE RERENGA WAIRUA

Background

- 6.118 Te Rerenga Wairua is a sacred place for Te Hiku o Te Ika iwi and all of Māoridom - it is an iconic site of significance - historically, culturally and most importantly spiritually. The famous Polynesian explorer Kupe identified Te Rerenga Wairua as the "Departing Place of the Spirits" - the place from which Māori could return to the ancestral homeland of Hawaiki. Relevant manawhenua Te Hiku o Te Ika iwi are the kaitiaki of both the spirit trail (Te Ara Wairua) which runs up both sides of the coast of Te Hiku o Te Ika and Te Rerenga Wairua itself.
- 6.119 Te Rerenga Wairua as the northernmost promontory of Aotearoa/New Zealand is also an iconic place for all of New Zealand with historic, geographic and environmental significance. Multitudes of visitors come to Te Rerenga Wairua attracted by the wild beauty of its lands, seas and sky.
- 6.120 The purpose of Te Rerenga Wairua redress is to protect the spiritual and cultural integrity of Te Rerenga Wairua by providing for certain key decisions in relation to Te Rerenga Wairua to be made jointly by Ngāti Kuri, Te Aupōuri and Ngāi Takoto ("**the three iwi**") and the Crown, taking into account the views of the other kaitiaki iwi of Te Hiku o Te Ika.
- 6.121 The three iwi and the Minister/Department of Conservation will, under the terms of the "korowai for enhanced conservation", work together to protect the spiritual, cultural and conservation values in an area of Crown land surrounding this sacred place called Te Rerenga Wairua Reserve.

Decision-making

- 6.122 Where a relevant process is commenced or a relevant application is received in relation to Te Rerenga Wairua Reserve:
- 6.122.1 the Director-General will give notice of the commencement of that process or receipt of that application to the three iwi ("**initial notice**");
 - 6.122.2 the initial notice will include sufficient information to allow the three iwi to understand the nature of the relevant process or relevant application;
 - 6.122.3 the Director-General will give a subsequent notice ("**decision notice**") specifying a date by which a decision is required from the three iwi and the Minister or the Director-General (as the case may be) ("**decision date**"); and
 - 6.122.4 the decision notice will include:
 - (a) all relevant information required to make an informed decision; and
 - (b) where relevant, a briefing or report from the Department to the three iwi and the Minister or the Director-General (as the case may be) on the relevant process or the relevant application.
- 6.123 The initial notice will be given as soon as is practicable after the relevant process is commenced or the relevant application is received.

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6.124 The decision notice will be given:

- 6.124.1 at the time that the Department has completed a briefing or report to the three iwi and the Minister or the Director-General (as the case may be) on the relevant process or the relevant application; or
- 6.124.2 where no briefing or report is to be prepared, at the time that the relevant process or relevant application has reached a stage that a decision may be made.

6.125 The three iwi and the Director-General:

- 6.125.1 will maintain open communication in relation to the relevant process or the relevant application;
- 6.125.2 may meet to discuss the relevant process or relevant application; and
- 6.125.3 will give notice to each other by the decision date of their respective decisions in relation to the relevant process or relevant application.

6.126 A relevant process may only proceed with the agreement of:

- 6.126.1 all of the three iwi; and
- 6.126.2 the Minister or the Director-General (as the case may be).

6.127 A relevant application may only be granted with the agreement of:

- 6.127.1 all of the three iwi; and
- 6.127.2 the Minister or the Director-General (as the case may be).

6.128 Either party may instigate a dispute resolution process if that party considers it necessary or appropriate to resolve any matters relating to a relevant process or relevant application.

RELATIONSHIP AND OPERATIONAL MATTERS

6.129 The parties acknowledge and agree that:

- 6.129.1 effective relationships between Te Hiku o Te Ika iwi and the Department of Conservation are essential to support the other mechanisms in the korowai; and
- 6.129.2 those relationships will evolve over time.

6.130 By the commencement date referred to in clause 6.133, Te Hiku o Te Ika iwi and the Director-General will enter into the relationship agreement covering the korowai area in the form set out in Appendix Two, covering the following matters:

- 6.130.1 engagement in Departmental business and management planning processes;

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- 6.130.2 input into specific conservation activities/projects including species research projects;
 - 6.130.3 communication processes including timeframes, meetings, and information sharing on operational and planning matters;
 - 6.130.4 pest control;
 - 6.130.5 concession opportunities;
 - 6.130.6 marine mammal strandings;
 - 6.130.7 species/research projects;
 - 6.130.8 opportunities for Te Hiku o Te Ika iwi to provide professional services;
 - 6.130.9 freshwater quality and freshwater fisheries issues;
 - 6.130.10 new protected areas;
 - 6.130.11 training and employment opportunities;
 - 6.130.12 visitor and public information;
 - 6.130.13 Resource Management Act 1991;
 - 6.130.14 review of legislation;
 - 6.130.15 contracting for services; and
 - 6.130.16 change of place names.
- 6.131 Te Hiku o Te Ika iwi and the Director-General acknowledge:
- 6.131.1 that they will work together, on an ongoing basis, to:
 - (a) continue to improve their relationship; and
 - (b) find practical ways to give effect to the korowai and the relationship agreement; and
 - 6.131.2 that the relationship agreement:
 - (a) is the first version of that agreement; and
 - (b) may need to be amended from time to time to reflect improvements agreed between the parties as the relationship develops.
- 6.132 The Te Hiku o Te Ika iwi and the Director-General must commence a joint review of the relationship agreement no later than two years after settlement date.

COMMENCEMENT OF KOROWAI REDRESS

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**6: CULTURAL REDRESS: KOROWAI ATAWHAI MŌ TE TAIAO - KOROWAI
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6.133 The commencement date for the following redress will be the settlement date:

- 6.133.1 manawhenua statement, background and shared relationship principles;
- 6.133.2 engagement with the New Zealand Conservation Authority;
- 6.133.3 engagement with the Minister of Conservation;
- 6.133.4 wāhi tapu framework; and
- 6.133.5 relationship and operational matters.

6.134 The commencement date for the Te Rerenga Wairua redress will be the settlement date specified in the second settlement Act in time enacted to settle the historical claims of Ngāti Kuri, Te Aupōuri or NgāiTakoto.

6.135 The commencement date for the remainder of the korowai redress as set out below will be the settlement date specified in the third settlement Act in time enacted to settle the historical claims of one of Te Hiku o Te Ika iwi ("**third settlement Act**"):

- 6.135.1 Te Hiku o Te Ika Conservation Board;
- 6.135.2 Te Hiku o Te Ika Conservation Management Strategy;
- 6.135.3 decision-making framework; and
- 6.135.4 customary materials.

INTERIM PARTICIPATION OF REMAINING IWI

6.136 In clauses 6.137 to 6.140 "**remaining iwi**" means where settlement legislation has been enacted for at least three of Te Aupōuri, Te Rarawa, Ngāti Kuri, NgāiTakoto or Ngāti Kahu, any iwi for which settlement legislation has not yet been enacted.

6.137 On the settlement date under the third settlement Act, the Minister for Treaty of Waitangi Negotiations and the Minister of Conservation ("**Ministers**") must give notice inviting each of the remaining iwi to participate in the Te Hiku o Te Ika Conservation Board on an interim basis.

6.138 The notice referred to in clause 6.137 must:

- 6.138.1 be given to the trustees of the post governance settlement entity for each of the remaining iwi if such trustees have been appointed, or otherwise, to the mandated negotiators for that iwi; and
- 6.138.2 specify:
 - (a) any conditions that must be satisfied before each of the remaining iwi may participate in the Te Hiku o Te Ika Conservation Board on an interim basis, including a condition that mandated representatives have been appointed to represent that iwi; and
 - (b) any conditions of such participation.

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6.139 Once the Ministers are satisfied that a remaining iwi has satisfied the conditions specified in the notice under clause 6.138.2, the Ministers must give notice in writing to that remaining iwi and other relevant iwi stating the date upon which that remaining iwi will participate in the Te Hiku o Te Ika Conservation Board on an interim basis.

6.140 To avoid doubt:

6.140.1 If any conditions referred to in clause 6.138.2 are breached, the Ministers may by notice in writing revoke the interim participation of a remaining iwi, after giving that iwi reasonable notice and a reasonable period to remedy such breach; and

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

INTERIM PARTICIPATION IN TE RERENGA WAIRUA REDRESS

6.141 In clauses 6.142 to 6.145 "**third iwi**" means where settlement legislation has been enacted for two of Ngāti Kuri, Te Aupōuri and Ngāi Takoto, that iwi for which settlement legislation has not yet been enacted.

6.142 On the settlement date under the second settlement Act, the Minister for Treaty of Waitangi Negotiations and the Minister of Conservation ("**Ministers**") must give notice inviting the third iwi to participate in the Te Rerenga Wairua redress on an interim basis.

6.143 The notice referred to in clause 6.142 must:

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

6.143.2 specify:

(a) any conditions that must be satisfied before the third iwi may participate in the Te Rerenga Wairua redress on an interim basis, including a condition that a deed of settlement of historical Treaty claims has been signed by the Crown and that iwi; and

(b) any conditions of such participation.

6.144 Once the Ministers are satisfied that the third iwi has satisfied the conditions specified in the notice under clause 6.143.2, the Ministers must give notice in writing to that iwi and other relevant iwi stating the date upon which that remaining iwi will participate in the Te Rerenga Wairua on an interim basis.

6.145 To avoid doubt:

6.145.1 if any conditions referred to in clause 6.143.2 are breached, the Ministers may by notice in writing revoke the interim participation of the third iwi, after giving that iwi reasonable notice and a reasonable period to remedy such breach; and

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

TE HIKU O TE IKA IWI

6.146 In the korowai "**Te Hiku o Te Ika iwi**" means, subject to necessary modification as the context requires, each of the following iwi (or the post-settlement governance entity for each iwi where appropriate):

6.146.1 Ngāti Kuri;

6.146.2 Te Aupōuri;

6.146.3 Te Rarawa;

6.146.4 Ngāi Takoto; and

6.146.5 Ngāti Kahu.

6.147 The parties acknowledge that:

6.147.1 the korowai must operate in a manner that reflects the mana and kaitiakitanga roles and responsibilities of the individual iwi; but

6.147.2 for a number of the korowai mechanisms to operate effectively there is a need for:

(a) Te Hiku o Te Ika iwi to collectively engage with the Department and other relevant persons or entities (while still recognising the mana and kaitiakitanga roles and responsibilities of the individual iwi); and

(b) Te Hiku o Te Ika iwi to provide the Department with a primary contact point.

6.148 By settlement date (and thereafter as required) Te Hiku o Te Ika iwi will each appoint appropriate representative(s) to collectively engage on the following korowai mechanisms:

6.148.1 Te Hiku o Te Ika CMS;

6.148.2 customary materials plan; and

6.148.3 relationship agreement.

6.149 By settlement date (and thereafter as required) Te Hiku o Te Ika iwi will also identify a primary contact point for the Department in relation to the korowai mechanisms referred to in clause 6.148.

6.150 Te Hiku o Te Ika iwi will, as required, use their best endeavours to resolve matters collectively.

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6.151 If concerned in relation to the operation of the korowai, Te Hiku o Te Ika iwi or the Director-General may convene a meeting to discuss:

- 6.151.1 the effectiveness of communication under the korowai;
- 6.151.2 the interaction between the Department, the individual governance entities;
and
- 6.151.3 any steps required to improve communication so as to support the effective operation of the korowai.

DEFINITIONS

6.152 In this part, unless the context requires otherwise:

- 6.152.1 **conservation land** means land administered by the Department of Conservation under the conservation legislation;
- 6.152.2 **"conservation legislation"** means the Conservation Act 1987 and the Acts listed in Schedule One to that Act;
- 6.152.3 **korowai area** means, unless otherwise provided for or otherwise required by the context:
 - (a) the land administered by the Department of Conservation under the conservation legislation as shown on the plan set out in Appendix Three;
 - (b) an increased area of land to that area set out in Appendix Three if agreed by the Crown, Te Hiku o Te Ika iwi and relevant neighbouring iwi;
 - (c) where the conservation legislation applies to land or resources not covered by clauses 6.152.3(a) or 6.152.3(b) (as the case may be), that land or those resources but only for the purposes of the korowai redress; and
 - (d) to avoid doubt, clause 6.152.3(c) applies to the marine and coastal area adjacent to the area referred to in clauses 6.152.3(a) or 6.152.3(b) (as the case may be) but only for the purposes of the korowai redress;

6.152.4 **korowai redress** means the redress set out in this part 6.

6.153 In clauses 6.118 to 6.128:

- 6.153.1 **Te Rerenga Wairua reserve** means the area shown on the plan in Appendix Four;
- 6.153.2 **relevant application** means an application under the Reserves Act 1977 in relation to all or any part of Te Rerenga Wairua reserve for:
 - (a) a concession (section 59A of the Reserves Act 1977);
 - (b) any other authorisation under the Reserves Act 1977;

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- (c) a permit or authorisation under the Wildlife Act 1953; or
- (d) an access arrangement under the Crown Minerals Act 1991; and

6.153.3 **relevant process** means a proposal in relation to all or any part of Te Rerenga Wairua reserve:

- (a) to exchange Te Rerenga Wairua reserve (section 15 of the Reserves Act 1977);
- (b) to revoke the reservation or change the classification of Te Rerenga Wairua reserve (section 24 of the Reserves Act 1977);
- (c) in relation to the management or control of Te Rerenga Wairua reserve (sections 26 to 39 of the Reserves Act 1977); or
- (d) in relation to the preparation of a management plan for Te Rerenga Wairua reserve (section 40B of the Reserves Act 1977);]

6.153.4 the **three iwi** means Ngāti Kuri, Te Aupōuri, and Ngāi Takoto.

NGĀTI KURI DEED OF SETTLEMENT

APPENDIX ONE

**APPLICATION OF CONSERVATION ACT 1987 TO
TE HIKU O TE IKA CONSERVATION BOARD**

- 1.1 The settlement legislation will provide for the matters set out in this Appendix.
- 1.2 All statutory references are to the Conservation Act 1987.

Establishment, name and area

- 1.3 Te Hiku o Te Ika Conservation Board will be established under the settlement legislation as if that Board was established under section 6L(1).
- 1.4 Section 6L(2) (name of the conservation board) and section 6L(3) (area covered by the conservation board) do not apply to the Te Hiku o Te Ika Conservation Board.

Functions and powers

- 1.5 Section 6M (functions of boards) and section 6N (powers of boards) apply to the Te Hiku o Te Ika Conservation Board.

Annual report

- 1.6 Section 6O (annual report) applies to the Te Hiku o Te Ika Conservation Board, but the Te Hiku o Te Ika Conservation Board will provide the report to the Te Hiku o Te Ika iwi appointers at the same time that the report is provided to the New Zealand Conservation Authority.

Membership

- 1.7 Section 6P(1) (board to have 12 members) does not apply to the Te Hiku o Te Ika Conservation Board.
- 1.8 Section 6P(2) (process for appointment of board members) does not apply to the members of the Te Hiku o Te Ika Conservation Board that are appointed on the nomination of the Te Hiku o Te Ika iwi.
- 1.9 Section 6P(3) (consultation with the Minister of Māori Affairs) does not apply to the members of the Te Hiku o Te Ika Conservation Board that are appointed on the nomination of the Te Hiku o Te Ika iwi.
- 1.10 Section 6P(4) (call for nominations) does not apply to the members of the Te Hiku o Te Ika Conservation Board that are appointed on the nomination of the Te Hiku o Te Ika iwi.
- 1.11 Sections 6P(5) to 6P(7D) (provisions relating to other iwi and settlements) do not apply to the Te Hiku o Te Ika Conservation Board.
- 1.12 Sections 6P(8) (notice of membership in the *Gazette*) and 6P(9) (no Department employees to be members) apply to the Te Hiku o Te Ika Conservation Board.

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Co-opted members

1.13 Section 6Q (co-opted members) applies to the Te Hiku o Te Ika Conservation Board.

Term of office

1.14 Section 6R(1) (term of office) applies to the Te Hiku o Te Ika Conservation Board.

1.15 Section 6R(2) (removal from office) does not apply to the members of the Te Hiku o Te Ika Conservation Board that are appointed on the nomination of the Te Hiku o Te Ika iwi.

1.16 Section 6R(3) (notice of resignation) applies to the Te Hiku o Te Ika Conservation Board, except that notice must also be given to the Board at the same time notice is given to the Minister.

1.17 Section 6R(4) (replacement members) applies to the Te Hiku o Te Ika Conservation Board.

1.18 Section 6R(4A) (replacement members) does not apply to the members of the Te Hiku o Te Ika Conservation Board that are appointed on the nomination of the Te Hiku o Te Ika iwi.

1.19 Sections 6R(4B) (residue of term) and 6R(5) (continuation of member on Board until replacement appointed) apply to the Te Hiku o Te Ika Conservation Board.

Chairperson

1.20 Section 6S(1) (appointment of Chairperson) applies to the Te Hiku o Te Ika Conservation Board, except that the members of the Board will appoint the first Chairperson of the Board rather than the Minister making that appointment.

1.21 Sections 6S(2) (chairperson to preside) and 6S(3) (absence of chairperson) apply to the Te Hiku o Te Ika Conservation Board.

Meetings

1.22 Sections 6T(1) (initial and subsequent meetings) and 6T(2) (special meeting) apply to the Te Hiku o Te Ika Conservation Board.

1.23 Sections 6T(3) (quorum) 6T(4) (decision by majority) do not apply to the Te Hiku o Te Ika Conservation Board.

1.24 Section 6T(5) (voting rights of chairperson) applies to the Te Hiku o Te Ika Conservation Board, but the chairperson does not have a casting vote.

1.25 Sections 6T(6) (no invalidity) and 6T(7) (Board to regulate its own procedure) apply to the Te Hiku o Te Ika Conservation Board.

Director-General may attend meetings

1.26 Section 6U (Director-General may attend meetings) applies to the Te Hiku o Te Ika Conservation Board.

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Servicing of the Board

1.27 Section 6V (Department to service the Board) applies to the Te Hiku o Te Ika Conservation Board.

Fees and expenses

1.28 Section 6W (fees and travelling expenses) applies to the Te Hiku o Te Ika Conservation Board.

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APPENDIX TWO

**KOROWAI FOR ENHANCED CONSERVATION
RELATIONSHIP AGREEMENT**

This RELATIONSHIP AGREEMENT is made between

THE MINISTER OF CONSERVATION

and

THE DIRECTOR-GENERAL OF CONSERVATION

and

TE HIKU O TE IKA IWI

Background

- 1.1 Te Hiku o Te Ika iwi and the Crown agreed the korowai for enhanced conservation and this redress is reflected in the Ngāti Kuri deed of settlement dated [to insert].
- 1.2 The purpose of this relationship agreement is to:
 - 1.2.1 provide a basis for the parties to develop and maintain a positive, co-operative and enduring relationship that supports the implementation of the korowai for enhanced conservation; and
 - 1.2.2 provide for a range of matters not otherwise addressed in the korowai for enhanced conservation.
- 1.3 The parties agree that:
 - 1.3.1 the success of the korowai for enhanced conservation is dependent on effective relationships; and
 - 1.3.2 the parties will work together to ensure that their relationships support the korowai for enhanced conservation.

Business and Management Planning

- 1.4 The Department's annual business planning process (informed by such things as the Government's policy directives, the Department's Statement of Intent and Strategic Direction and available funding) determines the Department's conservation work priorities.
- 1.5 The Department and Te Hiku o Te Ika iwi will meet annually at an early stage in the Department's business planning cycle to discuss the following activities, within the korowai area:
 - 1.5.1 planning and budget priorities;
 - 1.5.2 work plans and projects; and

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- 1.5.3 proposed areas of cooperation in conservation projects, and the nature of that cooperation.
- 1.6 In the course of the annual business planning process, Te Hiku o Te Ika iwi will be able to request specific projects to be undertaken by the Department. Such requests will be taken forward into the business planning process and considered by the Department when it determines its overall priorities.
- 1.7 If a specific project is agreed, the Department and Te Hiku o Te Ika iwi will agree the nature of their collaboration on that project which may include finalising a work plan for the project. If a specific project is not undertaken, the Department will advise Te Hiku o Te Ika iwi of the reasons for this.

Input into specific conservation activities and projects

- 1.8 The Department will endeavour to support Te Hiku o Te Ika iwi to undertake its own conservation-related projects, for instance by identifying other funding sources or by providing technical advice for those projects.

Communication

- 1.9 The Department and Te Hiku o Te Ika iwi will seek to maintain effective and open communication with each other on an ongoing basis including by:
 - 1.9.1 discussing operational issues, as required, at the initiative of either party;
 - 1.9.2 the Department and Te Hiku o Te Ika iwi hosting meetings on an alternating basis; and
 - 1.9.3 sharing of information in an open manner as requested by either party, subject to constraints such as the Official Information Act 1982 or Privacy Act 1993.
- 1.10 As part of ongoing communication, the Department and Te Hiku o Te Ika iwi may agree to review the implementation of the korowai.
- 1.11 The Department and Te Hiku o Te Ika iwi will brief relevant staff and Conservation Board members on the content of the korowai for enhanced conservation.

Concession opportunities

- 1.12 The Department will, if requested by Te Hiku o Te Ika iwi, assist the development of concession proposals involving members of Te Hiku o Te Ika iwi by providing technical advice on the concession process.

Pest Control

- 1.13 Within the first year of the operation of this relationship agreement, the Department and Te Hiku o Te Ika iwi will discuss:
 - 1.13.1 species of pest plant and pest animals of particular concern within the korowai area;

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- 1.13.2 the extent to which those pest species may impact on sites of significance to Te Hiku o Te Ika iwi;
- 1.13.3 ways in which those pest species may be controlled or eradicated.
- 1.14 In relation to the species and sites identified, the Department will, as part of its annual business planning processes:
 - 1.14.1 facilitate consultation with Te Hiku o Te Ika iwi on proposed pest control activities that it intends to undertake within the korowai area, particularly in relation to the use of poisons;
 - 1.14.2 provide Te Hiku o Te Ika iwi with opportunities to provide feedback on programmes and outcomes; and
 - 1.14.3 seek to coordinate its pest control programmes with those of Te Hiku o Te Ika iwi, particularly where Te Hiku o Te Ika iwi is the adjoining landowner.

Marine mammal strandings

- 1.15 All species of marine mammal occurring within New Zealand and New Zealand's fisheries waters are absolutely protected under the Marine Mammals Protection Act 1978. The Department is responsible for the protection, conservation and management of all marine mammals, including their disposal and the health and safety of its staff and any volunteers under its control, and the public.
- 1.16 Te Hiku o Te Ika iwi will be advised of marine mammal strandings within the korowai area. A co-operative approach will be adopted with Te Hiku o Te Ika iwi to management of stranding events, including recovery of bone (including teeth and baleen) for cultural purposes and burial of marine mammals. The Department will make reasonable efforts to inform Te Hiku o Te Ika iwi before any decision is made to euthanise a marine mammal or gather scientific information.
- 1.17 The Department acknowledges that individual Te Hiku o Te Ika iwi may wish to enter into a memorandum of understanding (or similar document) with the Department in relation to whale strandings, and if that is the case, the Department will engage in that discussion in a proactive and co-operative manner.

Species/research projects

- 1.18 Te Hiku o Te Ika iwi will identify species of particular significance to Te Hiku o Te Ika iwi and the Department will engage with Te Hiku o Te Ika iwi to discuss opportunities for it to provide input and participate in:
 - 1.18.1 developing, implementing and/or amending the application of national species recovery programmes for those species within the korowai area; and
 - 1.18.2 any research and monitoring projects that are, or may be, carried out (or authorised) by the Department for those species within Te Hiku o Te Ika.
- 1.19 For species that have not been identified as being of particular significance to Te Hiku o Te Ika iwi, the Department will keep Te Hiku o Te Ika iwi informed of the national sites

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and species recovery programmes on which the Department will be actively working within the korowai area.

Freshwater Quality and Fisheries

Freshwater quality

- 1.20 The Department and Te Hiku o Te Ika iwi have a mutual concern to ensure effective riparian management and water quality management in the korowai area and that freshwater bodies are free from contamination. For Te Hiku o Te Ika iwi, the health and wellbeing of rivers within the Hokianga Rangaunu, Herekino, Whangapae, Parengarenga, Houhora and other waterways is of primary importance.
- 1.21 The Department will take all reasonable steps to prevent the pollution of waterways and the wider environment as a result of the Department's management activities (e.g. ensuring provision of toileting facilities).

Freshwater fisheries and habitat

- 1.22 Te Hiku o Te Ika iwi have identified that freshwater habitat and all indigenous freshwater species that were historically or are presently within the korowai area (including fish and other aquatic life), are of high cultural value and to which they have a close association and interest.
- 1.23 The parties to this relationship agreement will identify common issues in the conservation of freshwater fisheries and freshwater habitats. Objectives for freshwater fisheries and habitats will be integrated into the annual business planning process. Actions may include: areas for cooperation in the protection, restoration and enhancement of riparian vegetation and habitats (including marginal strips); and the development or implementation of research and monitoring programmes within Te Hiku o Te Ika.

New Protected Areas

- 1.24 If the Department proposes to establish:
- 1.24.1 new, or to reclassify existing, conservation land; or
 - 1.24.2 a marine protected area under the Department's jurisdiction (e.g. a marine reserve or a marine mammal sanctuary);
- the Department will notify Te Hiku o Te Ika iwi at an early stage and engage with Te Hiku o Te Ika iwi to ascertain its views on the proposal.

Training and Employment opportunities

- 1.25 The Department and Te Hiku o Te Ika iwi will work together to identify opportunities for conservation capacity building for Te Hiku o Te Ika iwi and Departmental staff.
- 1.26 The Department and Te Hiku o Te Ika iwi will inform each other of any conservation-related educational or training opportunities (such as ranger training courses, short term employment opportunities or secondments). These could include opportunities for the Department's staff to learn about Te Hiku o Te Ika iwi tikanga and matauranga and

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for members of Te Hiku o Te Ika iwi to augment their conservation knowledge and skills through being involved in the Department's work programmes and/or training initiatives.

- 1.27 When opportunities for conservation capacity building are available, the Department and Te Hiku o Te Ika iwi will seek to ensure that the other's staff or members are able to participate.
- 1.28 The Department will inform Te Hiku o Te Ika iwi when opportunities for full time positions, holiday employment or student research projects arise within the korowai area. Te Hiku o Te Ika iwi may propose candidates for these roles or opportunities.

Visitor and Public Information

- 1.29 The promotion of Te Hiku o Te Ika iwi values will include the following measures:
- 1.29.1 seeking to raise public awareness of positive conservation partnerships developed by Te Hiku o Te Ika iwi, the Department and other stakeholders, for example, by way of publications, presentations and seminars;
 - 1.29.2 consulting with Te Hiku o Te Ika iwi on how Te Hiku o Te Ika iwi tikanga, spiritual and historic values are respected in the provision of visitor facilities, public information and Departmental publications;
 - 1.29.3 taking reasonable steps to respect Te Hiku o Te Ika iwi tikanga spiritual and historic values in the provision of visitor facilities, public information and Departmental publications;
 - 1.29.4 ensuring the appropriate use of information about Te Hiku o Te Ika iwi in the provision of visitor facilities and services, public information and Department publications by:
 - (a) obtaining the consent of Te Hiku o Te Ika iwi prior to disclosure of information obtained in confidence from Te Hiku o Te Ika iwi;
 - (b) consulting with Te Hiku o Te Ika iwi, before the Department uses information relating to Te Hiku o Te Ika iwi values;
 - (c) encouraging Te Hiku o Te Ika iwi participation in the Department's volunteer and conservation events programmes by informing Te Hiku o Te Ika iwi of these programmes; and
 - (d) encouraging any concessionaire proposing to use information provided by or relating to Te Hiku o Te Ika iwi to obtain the agreement (including on any terms and conditions) of Te Hiku o Te Ika iwi.

Resource Management Act 1991

- 1.30 Te Hiku o Te Ika iwi and the Department both have interests in the effects of activities controlled and managed under the Resource Management Act 1991. Areas of common interest include riparian management, effects on freshwater fish habitat, water quality management, and protection of indigenous vegetation and habitats.

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- 1.31 Te Hiku o Te Ika iwi and the Department will seek to identify issues of mutual interest and/or concern ahead of each party making submissions in relevant processes.

Review of legislation

- 1.32 The Department undertakes to keep Te Hiku o Te Ika iwi informed of any public reviews of the conservation legislation administered by the Department.
- 1.33 Te Hiku o Te Ika iwi may suggest and submit to the Minister of Conservation proposals for amendments to, or for, the review of conservation legislation.

Contracting for services

- 1.34 Where appropriate, the Department will consider using Te Hiku o Te Ika iwi as a provider of professional services.
- 1.35 Where contracts are to be tendered for conservation management within the korowai area the Department will inform Te Hiku o Te Ika iwi.
- 1.36 The Department will, subject to available resourcing, and if requested by Te Hiku o Te Ika iwi, provide advice on how to achieve the technical requirements to become a provider of professional services.
- 1.37 In accordance with standard administrative practice, wherever Te Hiku o Te Ika iwi individuals or entities are applying to provide services, appropriate steps will be taken to avoid any perceived or actual conflict of interest in the decision-making process.

Change of Departmental Place Names

- 1.38 Subject to legislation, the Department will consult with Te Hiku o Te Ika iwi prior to any name changes for reserves or conservation areas within the korowai area being submitted to the New Zealand Geographic Board by the Department.
- 1.39 The Department will consult Te Hiku o Te Ika iwi on any new or amended office (e.g. Area Office) names.

Limits of Relationship Agreement

- 1.40 This relationship agreement does not:
- 1.40.1 restrict the Crown from exercising its powers or performing its functions and duties in good faith, and in accordance with the law and government policy, including:
 - (a) introducing legislation;
 - (b) changing government policy; or
 - (c) issuing a similar relationship document to, or interacting or consulting with, anyone the Crown considers appropriate including any iwi, hapū, marae, whānau or representatives of tangata whenua;

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- 1.40.2 restrict the responsibilities of the Minister or Department or the legal rights of Te Hiku o Te Ika iwi; or
- 1.40.3 grant, create or provide evidence of an estate or interest in or rights relating to:
- (a) land held, managed or administered under conservation legislation; or
 - (b) flora or fauna managed or administered under conservation legislation.

Breach

- 1.41 A breach of this relationship agreement is not a breach of the deed of settlement.

Definitions

- 1.42 In this part, unless the context requires otherwise:

- 1.42.1 **area of interest** means the area shown on the plan attached to this agreement as **[to insert - note: the plan will be attached to the relationship agreement when it is a stand-alone document]**;
- 1.42.2 **conservation legislation** means the Conservation Act 1987 and the statutes in the First Schedule of that Act;
- 1.42.3 **Ngāti Kuri deed of settlement** means the deed of settlement entered into between the Crown, Ngāti Kuri and the Ngāti Kuri governance entity dated [insert];
- 1.42.4 **Department** means the Minister of Conservation, the Director-General and the **Departmental** managers to whom the Minister of Conservation's and the Director-General's decision-making powers can be delegated;
- 1.42.5 **korowai** has the meaning given to it in clause 6.9 of the Ngāti Kuri deed of settlement, and korowai for enhanced conservation has the same meaning;
- 1.42.6 **korowai area** means, unless otherwise provided for or otherwise required by the context:
- (a) the land administered by the Department of Conservation under the conservation legislation as shown on the plan set out in Appendix Three;
 - (b) an increased area of land to that area set out in Appendix Three if agreed by the Crown, Te Hiku o Te Ika iwi and relevant neighbouring iwi;
 - (c) where the conservation legislation applies to land or resources not covered by clauses 1.42.6(a) or (b) (as the case may be), that land or those resources but only for the purposes of the korowai redress; and
 - (d) to avoid doubt, clause 1.42.6(c) applies to the marine and coastal area adjacent to the area referred to in clauses 1.42.6(a) or (b) (as the case may be) but only for the purposes of the korowai redress; and

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1.42.7 **Te Hiku o Te Ika iwi** means, subject to necessary modification as the context requires, each of the following iwi (or the post-settlement governance entity for each iwi where appropriate):

- (i) Ngāti Kuri
- (ii) Te Aupōuri;
- (iii) Te Rarawa;
- (iv) Ngāi Takoto; and
- (v) Ngāti Kahu.

SIGNED by the Minister of Conservation)
in the presence of:)

[name]

Signature of Witness

Witness Name

Occupation

Address

SIGNED by the Director-General of)
Conservation in the presence of:)

[name]

Signature of Witness

Witness Name

Occupation

Address

NGĀTI KURI DEED OF SETTLEMENT

**6: CULTURAL REDRESS: KOROWAI ATAWHAI MŌ TE TAIAO - KOROWAI
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SIGNED by the Te Hiku o Te Ika iwi in)
the presence of:)

[name] [iwi]

Signature of Witness

[name] [iwi]

Witness Name

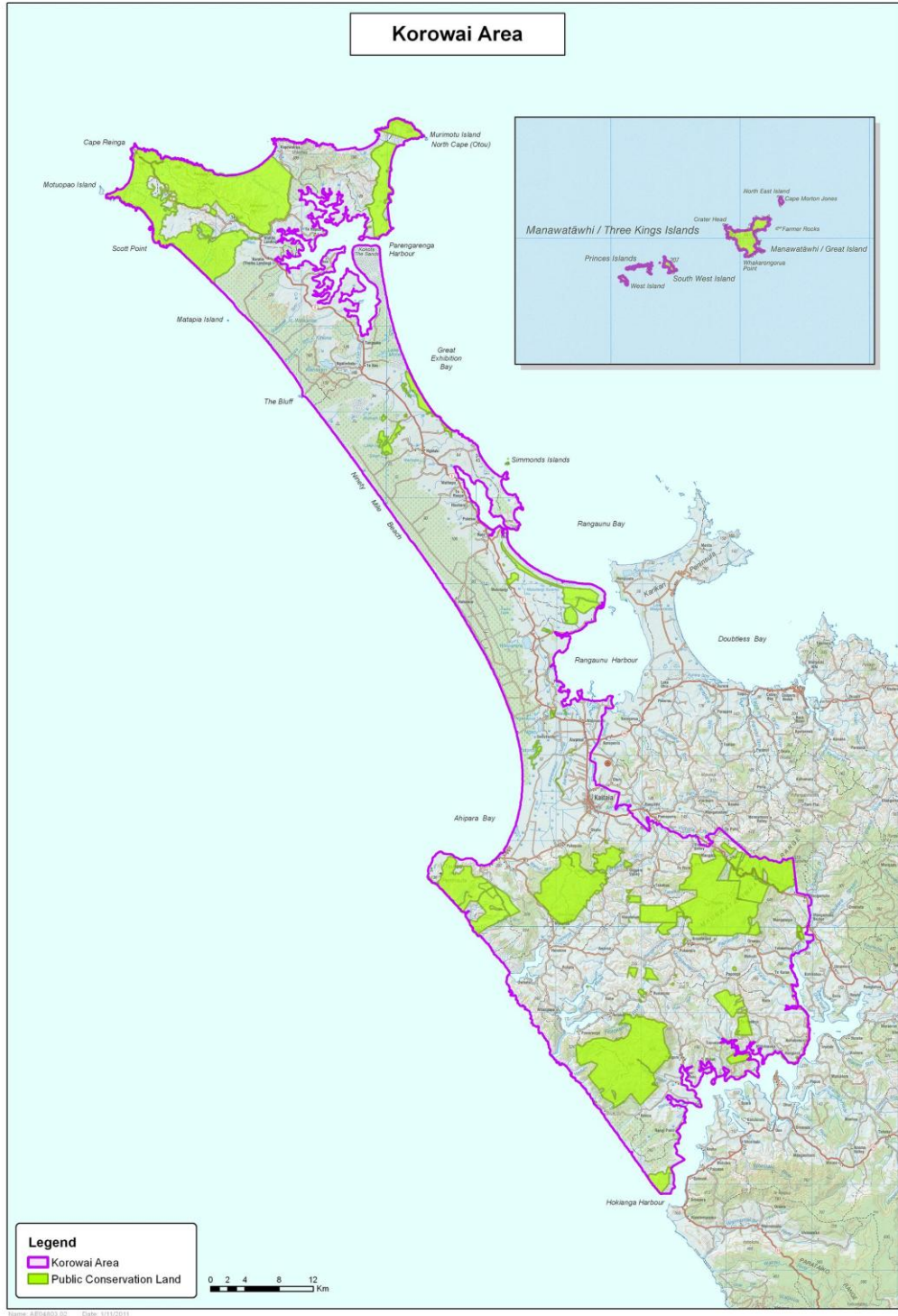
Occupation

Address

NGĀTI KURI DEED OF SETTLEMENT

APPENDIX THREE

TE HIKU O TE IKA CONSERVATION BOARD PLANS



NGĀTI KURI DEED OF SETTLEMENT

APPENDIX FOUR

TE RERENGA WAIRUA RESERVE



NGĀTI KURI DEED OF SETTLEMENT

7 CULTURAL REDRESS: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

- 7.1 Te Hiku o Te Ika iwi and the Crown have agreed to enter into the Te Hiku o Te Ika Iwi - Crown Social Development and Wellbeing Accord ("**Social Accord**"), as set out in part 1 of the documents schedule.
- 7.2 Ngāti Kuri, Te Aupōuri, Te Rarawa and NgāiTakoto are committed to working collaboratively for the benefit of Te Hiku o Te Ika iwi members whilst recognising that each iwi retains its own mana motuhake.
- 7.3 Te Hiku o Te Ika iwi are those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:
- 7.3.1 Ngāti Kuri;
 - 7.3.2 Te Aupōuri;
 - 7.3.3 NgāiTakoto;
 - 7.3.4 Ngāti Kahu; and
 - 7.3.5 Te Rarawa.
- 7.4 Although Ngāti Kahu may not be an initial party to the Social Accord, for the purposes of this part of the deed the term Te Hiku o Te Ika iwi shall mean the other four iwi of Te Hiku o Te Ika or, where appropriate, the post-settlement governance entities of the four iwi. Ngāti Kahu may become a party to the Social Accord at any time by giving written notice to the parties.
- 7.5 The Social Accord:
- 7.5.1 describes how Te Hiku o Te Ika iwi and the Crown will work together to design processes to improve the social development and wellbeing of Te Hiku o Te Ika iwi;
 - 7.5.2 specifies a set of shared relationship principles, a vision and shared outcomes which the parties are committed to achieving; and
 - 7.5.3 provides for:
 - (a) an annual Te Hiku o Te Ika iwi-Crown Taumata Rangatira hui between Social Accord Ministers and Te Hiku o Te Ika iwi representatives;
 - (b) regular Crown - Te Hiku o Te Ika iwi operational level engagement through Te Kahui Tiaki Whānau Hui (a regular forum);
 - (c) an evaluation and planning process to assess progress and design and implement strategies to achieve the outcomes; and

NGĀTI KURI DEED OF SETTLEMENT

7: CULTURAL REDRESS: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

- (d) specific portfolio agreements with government departments which detail more particular commitments between Te Hiku o Te Ika iwi and each department.
- 7.6 The Ministry of Social Development will lead the implementation and co-ordination of the Social Accord for the Crown, supported by Te Puni Kōkiri.
- 7.7 A Te Hiku o Te Ika iwi - Crown Secretariat will be formed, comprising members from the Ministry of Social Development, Te Puni Kōkiri, Te Hiku o Te Ika iwi and all Crown agencies that have signed portfolio agreements.
- 7.8 The purpose of the Secretariat is to establish a collaborative and enduring relationship between Crown agencies and Te Hiku o Te Ika iwi and to improve social development and wellbeing outcomes in Te Hiku o Te Ika.
- 7.9 The Secretariat will be co-managed by a Ministry of Social Development manager and a Te Hiku o Te Ika iwi-appointed member.
- 7.10 The Secretariat will:
 - 7.10.1 support the annual Taumata Rangatira Hui in its deliberations;
 - 7.10.2 support the Kāhui Tiaki Whānau and Kaupapa Cluster Group hui in their work;
 - 7.10.3 oversee the collation and analysis of information that informs progress towards the shared outcomes, including the initial and five-yearly State of Te Hiku o Te Ika Iwi Social Development and Wellbeing Reports;
 - 7.10.4 ensure Te Hiku o Te Ika iwi input into overarching policies and programmes, especially synergies that might exist between agencies and iwi and amongst different issues and interventions; and
 - 7.10.5 ensure that Te Hiku o Te Ika iwi are appropriately involved in informing the focus of agencies and interventions.
- 7.11 The Secretariat will support the Co-chairs of the annual Taumata Rangatira Hui and Co-chairs of the annual Te Kāhui Tiaki Whānau Hui in their reporting to the Te Hiku o Te Ika iwi and the Social Sector Forum.
- 7.12 The Crown and the governance entity will sign the Social Accord and related portfolio agreements no later than 90 business days after the date of this deed.
- 7.13 The Social Accord will be signed on behalf of the Crown by the Prime Minister, the Minister of Social Development, and the Minister of Māori Affairs. The related portfolio agreements will be signed by the respective chief executives of the government departments to which they relate.
- 7.14 The Social Accord will come into effect in relation to Ngāti Kuri after the Social Accord is signed by the governance entity.

NGĀTI KURI DEED OF SETTLEMENT

**7: CULTURAL REDRESS: TE HIKU O TE IKA IWI - CROWN SOCIAL
DEVELOPMENT AND WELLBEING ACCORD**

- 7.15 No later than five business days after the date of this deed the Crown will pay the governance entity \$812,500 to support the engagement by Ngāti Kuri in the implementation of the Social Accord.

LETTERS OF INTRODUCTION

- 7.16 By the settlement date, the Minister for Treaty of Waitangi Negotiations will write to the Ministers of the Crown listed in clause 7.17 to:

7.16.1 introduce the governance entity as representing one of the Te Hiku o Te Ika iwi that is a party to the Social Accord and associated portfolio agreement with their department; and

7.16.2 ask the Minister to engage with the governance entity through the mechanisms set out in the Social Accord and associated portfolio agreement.

- 7.17 The Ministers referred to in clause 7.16 are:

7.17.1 Minister of Corrections;

7.17.2 Minister of Justice;

7.17.3 Minister of Police;

7.17.4 Minister of Māori Affairs;

7.17.5 Minister for Social Development;

7.17.6 Minister for Economic Development;

7.17.7 Minister of Tourism;

7.17.8 Minister of Energy and Resources;

7.17.9 Minister of Internal Affairs;

7.17.10 Minister of Labour;

7.17.11 Minister for Building and Construction; and

7.17.12 Minister of Education.

8 GENERAL CULTURAL REDRESS

CULTURAL REDRESS PROPERTIES

- 8.1 The settlement legislation will, on the terms set out in sections [21] to [60] of the draft settlement bill, vest in the governance entity on the settlement date:

In fee simple

- 8.1.1 the fee simple estate in each of the following sites:

- (a) The Pines Block; and
- (b) Tirirangi Urupā;

In fee simple subject to a lease

- 8.1.2 the fee simple estate in Te Hapua School site B, (which will include Te Hapua School House site if clause 8.3 applies) subject to the governance entity providing a registrable lease in relation to that site in the form included in part 6.1 of the documents schedule;

In fee simple subject to a conservation covenant

- 8.1.3 the fee simple estate in each of the following sites:

- (a) Wairoa Pā, subject to the governance entity providing a registrable conservation covenant in relation to that site in the form set out in part 5.8 of the documents schedule;
- (b) Wharekawa Pā, subject to the governance entity providing a registrable conservation covenant in relation to that site in the form set out in part 5.9 of the documents schedule;
- (c) Mokaikai Pā, subject to the governance entity providing a registrable conservation covenant in relation to that site in the form set out in part 5.10 of the documents schedule;

In fee simple as a joint vesting

- 8.1.4 the fee simple estate in Waihopo Lake property, as tenants in common in equal undivided shares with whanaunga of Ngāti Kuri, Te Rūnanga Nui o Te Aupōuri trustees;

In fee simple as a joint vesting subject to a lease

- 8.1.5 the fee simple estate in Murimotu Island, as tenants in common in equal undivided shares with whanaunga of Ngāti Kuri, Te Rūnanga Nui o Te Aupōuri trustees, subject to Te Rūnanga Nui o Te Aupōuri trustees and the governance entity providing Maritime New Zealand with a registrable lease

NGĀTI KURI DEED OF SETTLEMENT

8: GENERAL CULTURAL REDRESS

over that part of Murimotu Island shown as Section 2 on SO Plan 457794, in the form set out in part 6.2 of the documents schedule;

In fee simple as a joint vesting subject to a conservation covenant

8.1.6 the fee simple estate in the bed of Lake Ngākeketo:

- (a) as tenants in common in equal undivided shares with whanaunga of Ngāti Kuri, Te Rūnanga Nui o Te Aupōuri trustees; and
- (b) subject to Te Rūnanga Nui o Te Aupōuri trustees and the governance entity providing the Crown with a registrable conservation covenant in relation to that site in the form set out in part 5.11 of the documents schedule;

(note that the current recorded name for Lake Ngākeketo is Lake Ngakeketa);

In fee simple as a recreation reserve

8.1.7 the fee simple estate in that area of Kapowairua shaded blue on deed plan OTS-088-23 as a recreation reserve, with the governance entity as the administering body for the reserve, subject to the governance entity providing a registrable right of way easement in gross in favour of the Minister of Conservation in relation to those areas shown in red dashed lines and marked 'A', 'B' and 'C' on deed plan OTS-088-23, in the form set out in part 5.12 of the documents schedule.

In fee simple as a historic reserve subject to a lease

8.1.8 the fee simple estate in Te Rerenga Wairua (being distinct from Te Rerenga Wairua Reserve as described in part 6 of this deed) as a historic reserve, with the governance entity as the administering body for the reserve, subject to the governance entity providing:

- (a) a registrable right of way easement in gross in favour of Maritime NZ in relation to those areas shown 'A' and 'C' on deed plan OTS-088-25, in the form set out in part 5.13 of the documents schedule;
- (b) a registrable right of way easement in gross in favour of the Minister of Conservation in relation to those areas shown 'A' and 'C' on deed plan OTS-088-25, in the form set out in part 5.14 of the documents schedule; and
- (c) Maritime New Zealand with a registrable lease over that part of Te Rerenga Wairua shown 'B' on deed plan OTS-088-25 in the form set out in part 6.3 of the documents schedule;

In fee simple as a historic reserve

8.1.9 the fee simple estate in Te Raumanuka as a historic reserve, with the governance entity as the administering body for the reserve, subject to the governance entity providing a registrable right of way easement in gross in favour of the Minister of Conservation in relation to that part of Te Raumanuka

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marked with a red dash line, on deed plan OTS-088-38, in the form set out in part 5.15 of the documents schedule;

In fee simple as a scenic reserve

- 8.1.10 the fee simple estate in Mokaikai as a scenic reserve, with the governance entity as the administering body for the reserve, subject to:
- (a) the governance entity providing a registrable right of way easement- in gross in favour of the Minister of Conservation in relation to the part of Mokaikai shown 'A' on deed plan OTS-088-32, in the form set out in part 5.16 of the documents schedule; and
 - (b) the Crown providing the governance entity with a right of way easement in relation to that part of Mokaikai shown 'B' on deed plan OTS-088-32, in the form set out in part 5.17 of the documents schedule;
- 8.1.11 the fee simple estate in Beach site A, Beach site B, Beach site C and Beach site D as scenic reserves (subject to section [39] of the draft settlement bill in respect of Beach sites A, B and C):
- (a) as tenants in common in equal undivided shares with Te Rūnanga o Te Rarawa trustees, Te Rūnanga Nui o Te Aupōuri trustees and Te Rūnanga o NgāiTakoto trustees;
 - (b) with the governance entity and the entities referred to in clause 8.1.11(a) all appointing members to the joint management body, and with that joint management body being the administering body for the reserves;
- 8.1.12 the fee simple estate in that area of Kapowairua shaded green on deed plan OTS-088-23 as a scenic reserve with the governance entity as the administering body for the reserve.

Te Hapua School site B

- 8.2 Clause 8.3 applies in respect of Te Hapua School site B if, no later than four months after the date of this deed, the board of trustees of Te Hapua School site B relinquish the beneficial interest it has in Te Hapua School House site.
- 8.3 If this clause applies:
- 8.3.1 Te Hapua School site B will include Te Hapua School House site; and
 - 8.3.2 all references in this deed to Te Hapua School site B are to be read as if the property includes Te Hapua School House site.
- 8.4 Clause 8.5 applies if, after 4 months after the date of this deed, the board of trustees of Te Hapua School site B do not relinquish the beneficial interest it has in Te Hapua School House site.
- 8.5 The Crown shall be entitled to enter into any encumbrances affecting or benefiting Te Hapua School site B which the Crown deems reasonably necessary in order to create separate computer freehold registers for Te Hapua School House site and the Te Hapua School site B and legalise existing accessways and access to services.

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Such encumbrances shall be in standard form incorporating the rights and powers in Schedule 4 of the Land Transfer Regulations 2002 (and, where not inconsistent, Schedule 5 of the Property Law Act 2007) provided however that clauses relating to obligations for repair, maintenance and costs between grantor and grantee(s) shall provide for apportionment based on reasonable use of any shared easement facilities.

- 8.6 For the purposes of clauses 8.4 and 8.5, Te Hapua School site B and Te Hapua School House site are defined in the general matters schedule.

General

- 8.7 Each cultural redress property is to be:

- 8.7.1 as described in Schedule 1 of the draft settlement bill;
- 8.7.2 vested on the terms provided by sections 21 to 60 of the draft settlement bill and part 2 of the property redress schedule; and
- 8.7.3 subject to any encumbrances in relation to that property:
 - (a) required by clause 8.1 to be provided by the governance entity; or
 - (b) required by the settlement legislation; and
 - (c) referred to in Schedule 1 of the draft settlement bill.

CROWN PAYMENT

- 8.8 The Crown will pay the governance entity on the settlement date the sum of \$2,230,000. This payment is provided as redress in settlement of the historical claims and has been calculated having regard to the fact that the governance entity may, at its discretion, apply that amount for the enhancement of the historical and cultural identity of Ngāti Kuri, such as the purchase of properties of cultural significance, research and publication of an iwi history.

STATUTORY ACKNOWLEDGEMENTS

- 8.9 The settlement legislation will, on the terms provided by sections [110] to [121] of the draft settlement bill:
- 8.9.1 provide the Crown's acknowledgements of the statements by Ngāti Kuri of their particular cultural, spiritual, historical, and traditional association with the following areas:
 - (a) Motuopao Island (as shown on deed plan OTS-088-04);
 - (b) Kermadec Islands (Rangitāhua) (as shown on deed plan OTS-088-05) (known by Ngāti Kuri as Rangitāhua);
 - (c) Manawatāwhi / Three Kings Islands (as shown on deed plan OTS-088-06); and
 - (d) Paxton Point Conservation Area (including Rarawa Beach camp ground) as shown on deed plan OTS-088-07);

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- 8.9.2 require:
- (a) relevant consent authorities, the Environment Court, and the New Zealand Historic Places Trust to have regard to the statutory acknowledgement;
 - (b) relevant consent authorities to forward to the governance entity:
 - (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;
- 8.9.3 enable the governance entity and any member of Ngāti Kuri to cite the statutory acknowledgement as evidence of the association of Ngāti Kuri's association with an area;
- 8.9.4 enable the governance entity to waive the rights specified in clause 8.9.2 in relation to all or any part of the areas by written notice to the relevant consent authority, the Environment Court or the New Zealand Historic Places Trust (as the case may be); and
- 8.9.5 require that any notice given pursuant to clause 8.9.4 include a description of the extent and duration of any such waiver of rights.
- 8.10 The statements of association for the areas listed in clause 8.9.1 are in part 2.1 of the documents schedule.

PROTOCOLS

- 8.11 Each of the following protocols must, by or on the settlement date, be signed and issued to the governance entity by the responsible Minister:
- 8.11.1 the fisheries protocol;
 - 8.11.2 the culture and heritage protocol; and
 - 8.11.3 the protocol with the Minister of Energy and Resources.
- 8.12 A protocol sets out how the Crown will interact with the governance entity with regard to the matters specified in it.
- 8.13 Each protocol will be:
- 8.13.1 in the form in the documents schedule; and
 - 8.13.2 issued under, and subject to, the terms provided by sections [123] to [129] of the draft settlement bill.

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8: GENERAL CULTURAL REDRESS

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

INDIVIDUAL ADVISORY COMMITTEE

8.15 The Minister for Primary Industries must:

8.15.1 on the settlement date, appoint the governance entity as an advisory committee under section 21 of the Ministry of Agriculture and Fisheries Restructuring Act 1995 ("**fisheries advisory committee**");

8.15.2 consider any advice of the fisheries advisory committee that relates to:

(a) all matters concerning the utilisation, while ensuring the sustainability, of fish, aquatic life and seaweed administered by the Ministry for Primary Industries under the Fisheries Act 1996; and

(b) the fisheries protocol area;

("advice on the relevant matters") and

8.15.3 in considering any advice on the relevant matters, recognise and provide for the customary non-commercial interest of Ngāti Kuri.

JOINT FISHERIES ADVISORY COMMITTEE

8.16 The Minister for Primary Industries must:

8.16.1 on settlement date appoint a joint advisory committee under section 21 of the Ministry of Agriculture and Fisheries Restructuring Act 1995 ("**joint fisheries advisory committee**");

8.16.2 consider any advice of the joint fisheries advisory committee that relates to:

(a) all matters concerning the utilisation, while ensuring the sustainability, of fish, aquatic life and seaweed administered by the Ministry for Primary Industries under the Fisheries Act 1996; and

(b) the fisheries protocol areas; and

("advice on the relevant matters")

8.16.3 in considering any advice on the relevant matters, recognise and provide for the customary non-commercial interests of Te Rarawa, Ngāti Kuri, Te Aupōuri and NgāiTakoto.

8.17 The joint advisory committee will consist of one member appointed from time to time by each of the trustees of Te Manawa o Ngāti Kuri Trust, Te Rūnanga o Te Rarawa trustees, Te Rūnanga Nui o Te Aupōuri trustees, and Te Rūnanga o NgāiTakoto trustees.

8.18 Where one of Ngāti Kuri, Te Rarawa, Te Aupōuri or NgāiTakoto is not entering into a fisheries protocol (and therefore there is no defined 'fisheries protocol area', this area will be taken to mean the waters adjacent or otherwise relevant to that iwi's area of

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interest (including any relevant quota management area or relevant fisheries management area within the New Zealand Exclusive Economic Zone).

LETTER OF COMMITMENT RELATING TO THE CARE AND MANAGEMENT, USE, DEVELOPMENT AND REVITALISATION OF, AND ACCESS TO, TE HIKU O TE IKA IWI TAONGA

- 8.19 The parties acknowledge that the governance entity, the Department of Internal Affairs and the Museum of New Zealand Te Papa Tongarewa Board have agreed to enter into a letter of commitment, in the form set out in part 4 of the documents schedule, to facilitate the care, management, access to and use of, and development and revitalisation of Ngāti Kuri taonga.

PROMOTION OF RELATIONSHIP WITH THE NEW ZEALAND HISTORIC PLACES TRUST

- 8.20 By the settlement date, the Crown will commence the facilitation of a process between the governance entity and the New Zealand Historic Places Trust for the purpose of the governance entity and the New Zealand Historic Places Trust entering into a relationship relating to projects to be carried out by the governance entity and the New Zealand Historic Places Trust.

LETTERS OF INTRODUCTION: MUSEUMS

- 8.21 By the settlement date, the Minister for Treaty of Waitangi Negotiations will write to the following museums, introducing the governance entity and inviting each museum to enter into a relationship with Ngāti Kuri:

- 8.21.1 Far North Regional Museum;
- 8.21.2 Butler Point Whaling Museum and 1840s House;
- 8.21.3 Te Ahu Charitable Trust;
- 8.21.4 Whangarei Museum and Kiwi House at Heritage Park;
- 8.21.5 Auckland War Memorial Museum;
- 8.21.6 Auckland City Libraries;
- 8.21.7 The University of Auckland;
- 8.21.8 Voyager New Zealand Maritime Museum;
- 8.21.9 Museum of Transport and Technology (MOTAT);
- 8.21.10 New Zealand Film Archive;
- 8.21.11 Canterbury Museum;
- 8.21.12 MacMillan Brown Library (University of Canterbury);
- 8.21.13 Hocken Collections (University of Otago); and

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8.21.14 Waitangi National Trust.

8.22 By the settlement date, the Deputy Secretary Treaty and Director of the Office of Treaty Settlements will write to the following museums, introducing the governance entity and inviting each museum to enter into a relationship with Ngāti Kuri:

8.22.1 Akaroa Museum Te Whare Taonga;

8.22.2 Dargaville Maritime Museum;

8.22.3 The Kauri Museum Matakoho;

8.22.4 Albertland and Districts Museum;

8.22.5 Warkworth Museum;

8.22.6 Waikato Museum;

8.22.7 Whakatane District Museum & Gallery;

8.22.8 Whanganui Regional Museum;

8.22.9 Tauranga Heritage Collection;

8.22.10 Rotorua Museum of Art and History;

8.22.11 Te Awamutu Museum;

8.22.12 Tairāwhiti Museum (Gisborne);

8.22.13 Te Manawa (Palmerston North);

8.22.14 Puke Ariki (New Plymouth Museum);

8.22.15 Hawke's Bay Museum & Art Gallery;

8.22.16 Taupo Museum;

8.22.17 Aratoi - Puke Ariki (New Plymouth Museum);

8.22.18 Wairarapa Museum of Art and History;

8.22.19 Museum of Wellington City & Sea;

8.22.20 Audio Visual Museum of New Zealand Inc;

8.22.21 Nelson Provincial Museum;

8.22.22 Marlborough Museum;

8.22.23 West Coast Historical Museum (Hokitika);

8.22.24 Sound Archives/Nga Taonga Korero (Radio New Zealand);

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- 8.22.25 Lakes District Museum;
 - 8.22.26 Mercury Bay Regional Museum;
 - 8.22.27 South Canterbury Museum;
 - 8.22.28 Otago Museum;
 - 8.22.29 Otago Settlers Museum;
 - 8.22.30 North Otago Museum; and
 - 8.22.31 Southland Museum and Art Gallery.
- 8.23 Ngāti Kuri may request that the Minister for Treaty of Waitangi Negotiations write to museums not listed in clauses 8.21 and 8.22, introducing the governance entity and inviting those museums to enter into a relationship with Ngāti Kuri.

PROMOTION OF RELATIONSHIP WITH LOCAL AUTHORITIES

- 8.24 The parties acknowledge that Ngāti Kuri and the Councils listed in clause 8.25 will have a new relationship in relation to Te Oneroa-a-Tōhē, as reflected in part 5. The redress in clause 8.26 is intended to complement that relationship.
- 8.25 By the settlement date, the Minister for Treaty of Waitangi Negotiations will write to the:
- 8.25.1 Northland Regional Council; and
 - 8.25.2 Far North District Council.
- 8.26 Each letter referred to in clause 8.25 will encourage each Council to enter into a relationship, for example through a memorandum of understanding (or a similar document) with the governance entity. Each letter will note Ngāti Kuri's aspirations, including those in relation to the interaction between the governance entity and the Council concerning the performance of the Council's functions and obligations, and the exercise of its powers, within the area of interest, such as in relation to the development of regional and district plans.
- 8.27 In addition, the parties acknowledge that:
- 8.27.1 Ngāti Kuri, along with other interested iwi, have longer term aspirations for involvement in the preparation and approval of Resource Management Act 1991 regional planning documents in the Northland region; and
 - 8.27.2 nothing in this deed precludes the development of an appropriate mechanism for the Northland region which directly involves iwi, including Te Hiku o Te Ika iwi, in regional planning processes.

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8: GENERAL CULTURAL REDRESS

PROMOTION OF RELATIONSHIPS WITH GOVERNMENT AGENCIES

- 8.28 By the settlement date, the Minister for Treaty of Waitangi Negotiations will write to each of the Ministers of the Crown listed in clause 8.29 to:
- 8.28.1 advise that the Crown has entered into a deed of settlement with Ngāti Kuri and to introduce the governance entity; and
 - 8.28.2 encourage the Minister to enter into an effective and durable working relationship with Ngāti Kuri.
- 8.29 The Ministers of the Crown referred to in clause 8.28 are:
- 8.29.1 Minister of Defence;
 - 8.29.2 Minister for Primary Industries;
 - 8.29.3 Minister of Transport;
 - 8.29.4 Minister for the Environment;
 - 8.29.5 Minister of Health;
 - 8.29.6 Minister of Science and Innovation;
 - 8.29.7 Minister of Foreign Affairs;
 - 8.29.8 Minister of Pacific Island Affairs;
 - 8.29.9 Minister of Women's Affairs; and
 - 8.29.10 Minister of State Services.
- 8.30 By the settlement date, the Director of the Office of Treaty Settlements will write to each of the chief executives of the government agencies listed in clause 8.31 to:
- 8.30.1 advise that the Crown has entered into a deed of settlement with Ngāti Kuri and to introduce the governance entity; and
 - 8.30.2 encourage the government agency to enter into an effective and durable working relationship with Ngāti Kuri.
- 8.31 The government agencies referred to in clause 8.30 are:
- 8.31.1 Department of Prime Minister and Cabinet;
 - 8.31.2 Tertiary Education Commission;
 - 8.31.3 Statistics New Zealand;
 - 8.31.4 Northland District Health Board;
 - 8.31.5 Electricity Commission;

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- 8.31.6 Housing New Zealand Corporation;
- 8.31.7 New Zealand Transport Agency;
- 8.31.8 New Zealand Fire Service Commission;
- 8.31.9 New Zealand Trade and Enterprise;
- 8.31.10 Sport and Recreation New Zealand (SPARC);
- 8.31.11 Creative NZ (Arts Council of New Zealand);
- 8.31.12 Environmental Protection Agency;
- 8.31.13 Office of the Children's Commissioner;
- 8.31.14 Families Commission;
- 8.31.15 Māori Broadcasting Funding Agency (Te Māngai Pāho);
- 8.31.16 AgResearch Limited;
- 8.31.17 Intellectual Property Office of New Zealand;
- 8.31.18 Institute of Environmental Science and Research Limited;
- 8.31.19 Landcare Research New Zealand Limited;
- 8.31.20 National Institute of Water & Atmospheric Research Limited;
- 8.31.21 SCION (New Zealand Forest Research Institute Limited);
- 8.31.22 Education Review Office;
- 8.31.23 New Zealand Customs Service;
- 8.31.24 New Zealand Food Safety Authority;
- 8.31.25 Accident Compensation Corporation;
- 8.31.26 Charities Commission;
- 8.31.27 Te Taura Whiri i Te Reo Māori (Māori Language Commission);
- 8.31.28 Electoral Commission;
- 8.31.29 Radio New Zealand;
- 8.31.30 Television New Zealand;
- 8.31.31 Health and Disability Commissioner;
- 8.31.32 Human Rights Commission; and

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8.31.33 Industrial Research Limited.

OFFICIAL GEOGRAPHIC NAMES

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

Existing Name	Official geographic name	Location (NZTopo50 map and grid references)	Geographic feature type
Ninety Mile Beach	Te Oneroa-a-Tōhē / Ninety Mile Beach	AT24 751793 AV26 142094	Beach
Cape Reinga (Te Rerengawairua)	Cape Reinga / Te Rerenga Wairua	AT24 706912	Cape
Spirits Bay (Piwhane Bay)	Piwhane / Spirits Bay	AT24 837894	Bay
Scott Point (Tiriparepa Point)	Tiriparepa / Scott Point	AT24 728796	Point
Twilight Beach (Te Paengarehia)	Paengarēhia / Twilight Beach	AT24 708837 AT24 725815	Beach
Columbia Bank	Columbia Bank / Te Nuku-o-Mourea	AT24 686909	Bank
Hooper Point	Ngataea / Hooper Point	AT24 865918	Point
Pandora	Whangākea / Pandora	AT24 795875	Area
Tom Bowling Bay	Takapaukura / Tom Bowling Bay	AT25 955916	Bay
Kerr Point (Ngatuatata)	Ngā Atua Tātā / Kerr Point	AT25 986928	Coastal Point
Survile Cliffs	Hikurua / de Serville Cliffs	AT25 016942	Coastal Cliffs
Paxton Point	Wharekāpu / Paxton Point	AU25 064592	Point
Henderson Bay	Ōtaipango / Henderson Bay	AU25 117542	Bay
Perpendicular Point (Ruakoura)	Ruakōura / Perpendicular Point	AU26 154463	Point
Mount Camel	Tohoraha / Mount Camel	AU26 146469	Hill
West Island	Ōhau / West Island	AS21 110168	Island
South West Island	Moekawa / South West Island	AS21 144180	Island
North East Island	Oromaki / North East Island	AS22 231229	Island

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NON-STATUTORY STATEMENTS OF ASSOCIATION

- 8.33 Part 2.2 of the documents schedule contains statements by Ngāti Kuri that record their particular cultural, spiritual, historical and traditional association with the properties being transferred to them through this settlement.
- 8.34 The parties acknowledge that the statements referred to in clause 8.33 do not form part of the cultural redress provided under this deed.

NGĀTI KURI DEED OF SETTLEMENT

9 FINANCIAL AND COMMERCIAL REDRESS

FINANCIAL REDRESS

- 9.1 The Crown will pay the governance entity on the settlement date the financial and commercial redress amount of \$21,040,000 less:
- 9.1.1 the on-account payment of \$10,000,000 referred to in clause 9.2; and
 - 9.1.2 \$7,061,100 being the total transfer values of the commercial redress properties being transferred to the governance entity on the settlement date.

ON-ACCOUNT PAYMENT

- 9.2 The parties acknowledge that as soon as reasonably possible, and in any event on or before the settlement date (being for the purposes of this clause the date that is five business days after the date of this deed) the Crown will pay \$10,000,000 to the governance entity on account of the settlement.

COMMERCIAL REDRESS PROPERTIES

- 9.3 The Crown will transfer the following commercial redress properties (as described in part 3 of the property redress schedule) to the governance entity on the settlement date, and on the terms and conditions in part 4 of the property redress schedule:

Property	Transfer value
An undivided 30% share of the fee simple estate in the Peninsula Block as tenants in common	\$2,298,000
Te Paki Station	\$4,690,000
Te Hapua School site A	\$13,900
Ngataki School	\$59,200
McManus Road / Kimberley Road property	nil

- 9.4 The transfer of each commercial redress property under clause 9.3 is to be on the terms and conditions in part 4 of the property redress schedule and will be subject to, and where applicable with the benefit of, the encumbrances provided in the property redress schedule in relation to that property.
- 9.5 Each of the following commercial redress properties is to be leased back to the Crown, immediately after its transfer to the governance entity, on the terms and conditions provided by the lease for that property in part 6.1 of the documents schedule (as the lease is a registrable ground lease of the property the governance entity will be purchasing only the bare land, ownership of the improvements remaining unaffected by the purchase):
- 9.5.1 Te Hapua School site A; and

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9: FINANCIAL AND COMMERCIAL REDRESS

9.5.2 Ngataki School.

TE PAKI STATION

9.6 The transfer of Te Paki Station will also be subject to:

- 9.6.1 the governance entity providing the Crown by or on the settlement date with a registrable covenant for the preservation of the reserve values of that land in relation to that part of Te Paki Station shown 'H', 'I' and 'J' on the plan at part 4 of the attachments in the form set out in part 5.1 of the documents schedule;
- 9.6.2 the governance entity providing the Crown by or on the settlement date with a registrable right to convey water and electricity easement in relation to that part of Te Paki Station shown 'A' on the plan at part 4 of the attachments in the form set out in part 5.2 of the documents schedule;
- 9.6.3 the governance entity providing the Crown by or on the settlement date with a registrable right to convey water easement in relation to that part of Te Paki Station shown 'B' and 'C' on the plan at part 4 of the attachments in the form set out in part 5.3 of the documents schedule;
- 9.6.4 the governance entity providing the Crown by or on the settlement date with a registrable right of way easement in gross in favour of the Minister of Conservation shown 'D' and 'E' on the plan at part 4 of the attachments in the form set out in part 5.4 of the documents schedule;
- 9.6.5 the governance entity providing the Crown by or on the settlement date with a registrable right of way easement in gross in favour of the Minister of Conservation as shown 'D' and 'E' on the plan at part 4 of the attachments in the form set out in part 5.5 of the documents schedule;
- 9.6.6 the Minister of Conservation providing the governance entity by or on the settlement date with a registrable right of way easement as shown marked 'F' on the plan at part 4 of the attachments in the form set out in part 5.6 of the documents schedule; and
- 9.6.7 the Minister of Conservation providing the governance entity by or on the settlement date with a registrable right to convey water easement as shown 'G' on the plan at part 4 of the attachments in the form set out in part 5.7 of the documents schedule.

PENINSULA BLOCK LICENSED LAND

Interpretation

9.7 In this deed:

Crown Forest means that land described in computer interest register NA100A/1; and

Crown forestry rental trust deed means the trust deed made on 30 April 1990 establishing the Crown forestry rental trust under section 34 of the Crown Forest Assets Act 1989; and

NGĀTI KURI DEED OF SETTLEMENT

9: FINANCIAL AND COMMERCIAL REDRESS

cultural forest land properties:

- (a) means Beach site A, Beach site B and Beach site C, all described in sections [35] to [38] of the draft settlement bill;
- (b) means Hukatere site B described in part 20 of the legislative matters schedule to the deed of settlement for Te Rūanga o Te Rarawa;
- (c) means Hukatere site A described in part 19 of the legislative matters schedule to the deed of settlement for Te Rūnanga o NgāiTakoto; and
- (d) means Hukatere Pā described in part 20 of the legislative matters schedule to the deed of settlement for Te Rūnanga Nui o Te Aupōuri Trust; but
- (e) excludes, to the extent provided by the Crown forestry licence in relation to the land:
 - (i) all trees growing, standing, or lying on the land; and
 - (ii) all improvements that have been:
 - (1) acquired by any purchaser of the trees on the land; or
 - (2) made, after the acquisition of the trees by the purchaser, by the purchaser or the licensee; and

joint licensor governance entities means in relation to the Peninsula Block, the governance entity and those entities specified in the relevant column in the table in part 3 of the property redress schedule, being:

- (a) Te Rūnanga Nui o Te Aupōuri trustees;
- (b) Te Rūnanga o Te Rarawa trustees; and
- (c) Te Rūnanga o NgāiTakoto trustees; and

Peninsula Block:

- (a) means that land comprising part of the Crown Forest as set out in part 3 of the property redress schedule; but
- (b) excludes, to the extent provided by the Crown forestry licence in relation to the land:
 - (i) all trees growing, standing, or lying on the land; and
 - (ii) all improvements that have been:
 - (1) acquired by any purchaser of the trees on the land; or
 - (2) made, after the acquisition of the trees by the purchaser, by the purchaser or the licensee.

NGĀTI KURI DEED OF SETTLEMENT

9: FINANCIAL AND COMMERCIAL REDRESS

- 9.8 The settlement legislation will, on the terms provided by sections [146] to [150] of the draft settlement bill, provide for the following in relation to:
- 9.8.1 the Peninsula Block, the transfer of the specified share by the Crown to the governance entity;
 - 9.8.2 the Peninsula Block, to cease to be Crown forest land upon registration of the transfer;
 - 9.8.3 the Peninsula Block and the cultural forest land properties, the Crown to give notice under section 17(4)(b) of the Crown Forest Assets Act 1989 terminating the Crown forestry licence, in so far as it relates to such land, at the expiry of the period determined under that section, as if:
 - (a) the Waitangi Tribunal had made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the Peninsula Block and the cultural forest land properties to Māori ownership; and
 - (b) the Waitangi Tribunal's recommendation became final on settlement date;
 - 9.8.4 the Peninsula Block and the cultural forest land properties, the governance entity (together with the other joint licensor governance entities as applicable) to be the licensor under the Crown forestry licence, as if the Peninsula Block and the cultural forest land properties 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
 - 9.8.5 the Peninsula Block, for rights of access to areas that are wāhi tapu.

ACCUMULATED RENTALS

- 9.9 The Crown and the governance entity have agreed to allocate 20 percent of the value of accumulated rentals associated with the Crown Forest to the governance entity.
- 9.10 Accordingly, the settlement legislation will, on the terms set out in sections [148] to [150] of the draft settlement bill, provide that:
- 9.10.1 in relation to the Peninsula Block, the governance entity will, from the settlement date, be a confirmed beneficiary under clause 11.1 of the Crown Forestry Rental Trust Deed; and
 - 9.10.2 the governance entity is entitled to 20 percent of the accumulated rentals associated with the Forest on the settlement date despite clause 11.1(b) of the Crown Forestry Rental Trust Deed.
- 9.11 To avoid doubt, upon the transfer of the Peninsula Block to the governance entity under clause 9.3 and the vesting of the cultural forest land properties in the governance entity under clause 8.1.11:
- 9.11.1 any entitlement to licence fees relating to the Peninsula Block and the cultural forest land properties will be in the same proportion as the governance entity's specified share of the Peninsula Block; and

NGĀTI KURI DEED OF SETTLEMENT

9: FINANCIAL AND COMMERCIAL REDRESS

- 9.11.2 the governance entity will not be entitled to any rentals associated with any other part of the Crown Forest.

MANAGEMENT AGREEMENT FOR JOINT LICENSORS

- 9.12 Prior to the settlement date the joint licensor governance entities must:
- 9.12.1 put in place a management agreement to govern the management of the Peninsula Block;
 - 9.12.2 ensure the management agreement includes a provision for the appointment of a person or entity to be the single point of contact for the licensee of the Peninsula Block; and
 - 9.12.3 provide notice to the Crown that the management agreement in accordance with this clause 9.12 is in place.

SETTLEMENT LEGISLATION

- 9.13 The settlement legislation will, on the terms provided by sections [137] to [145] of the draft settlement bill enable the transfer of the commercial redress properties.

RFR OVER SHARED RFR LAND

- 9.14 The governance entity and each of the other relevant iwi, being those iwi listed in the "other relevant iwi" column against a property in part 3 of the attachments, are to have a shared right of first refusal in relation to a disposal by the Crown of that property.
- 9.15 The right of first refusal set out in clause 9.14 is to be on the terms set out in sections [155] to [184] of the draft settlement bill and, in particular, will apply:
- 9.15.1 for the RFR period as set out in clause 9.16.2; and
 - 9.15.2 only if, from the commencement of the RFR period, that land:
 - (a) is vested in the Crown, or held in fee simple by the Crown or a Crown body; and
 - (b) is not being disposed of in any of the circumstances specified by sections [166] to [174] of the draft settlement bill.
- 9.16 The draft settlement bill is to provide:
- 9.16.1 any rights that the other relevant iwi may have under clause 9.14 are subject to settlement legislation being passed approving those rights; and
 - 9.16.2 the RFR period for each property that is shared RFR land is the period of 172 years starting on:
 - (a) the settlement date, if settlement legislation approving the other relevant iwi's rights has been passed by or on the settlement date; or

NGĀTI KURI DEED OF SETTLEMENT

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- (b) if settlement legislation approving the other relevant iwi's rights has not been passed by or on the settlement date, the earlier of the following dates:
 - (i) 24 months after the settlement date; or
 - (ii) the settlement date under the settlement legislation approving the other relevant iwi's rights.

RIGHT OF FIRST REFUSAL OVER BALANCE RFR LAND

- 9.17 The remaining iwi are to have a right of first refusal in relation to a disposal by the Crown of balance RFR land.
- 9.18 The right of first refusal set out in clause 9.17 is to be on the terms set out in sections [155] to [184] of the draft settlement bill and, in particular, will apply:
 - 9.18.1 for a term of 172 years from the settlement date; and
 - 9.18.2 only if, on the settlement date, that land:
 - (a) is vested in the Crown, or held in fee simple by the Crown or a Crown body; and
 - (b) is not being disposed of in any of the circumstances specified in sections [166] to [174] of the draft settlement bill.
- 9.19 The draft settlement bill is to provide that any rights that the remaining iwi may have under clause 9.17 are subject to settlement legislation being passed approving those rights.

10 SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

SETTLEMENT LEGISLATION

- 10.1 Within six months after the date of this deed, the Crown will propose the draft settlement bill for introduction to the House of Representatives.
- 10.2 The draft settlement bill proposed for introduction may include changes:
- 10.2.1 of a minor or technical nature; or
 - 10.2.2 where clause 10.2.1 does not apply, where those changes have been agreed in writing by the governance entity and the Crown.
- 10.3 Ngāti Kuri and the governance entity will support the passage through Parliament of the settlement legislation.

SETTLEMENT CONDITIONAL

- 10.4 This deed, and the settlement, are conditional on the settlement legislation coming into force.
- 10.5 However, the following provisions of this deed are binding on its signing:
- 10.5.1 clause 6.98; and
 - 10.5.2 part 7;
 - 10.5.3 clause 8.8;
 - 10.5.4 clause 9.2;
 - 10.5.5 clauses 10.4 to 10.12; and
 - 10.5.6 paragraph 1.3, and parts 2 to 6, of the general matters schedule.

EFFECT OF THIS DEED

- 10.6 This deed:
- 10.6.1 is "without prejudice" until it becomes unconditional; and
 - 10.6.2 in particular, may not be used as evidence in proceedings before, or presented to, the Waitangi Tribunal, any court, or any other judicial body or tribunal.
- 10.7 Clause 10.6 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.
- 10.8 Despite clause 10.6, the parties agree that either of them may file a copy of this deed with the Waitangi Tribunal in relation to any application under sections 8A to 8HI of the Treaty of Waitangi Act 1975 in respect of any land that is within the area of interest. In

NGĀTI KURI DEED OF SETTLEMENT

10: SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

doing so, the parties record their understanding that until this deed is signed it only represents the Crown's best offer to be presented to Ngāti Kuri.

- 10.9 In the event that the Waitangi Tribunal makes any recommendation in relation to any application under sections 8A-8HI of the Treaty of Waitangi Act 1975 that affects any redress in this deed of settlement the Crown and the governance entity must, in good faith, enter into negotiations to conclude a settlement.

TERMINATION

- 10.10 The Crown or the governance entity may terminate this deed, by notice to the other, if:

10.10.1 the settlement legislation has not come into force within 24 months after the date of this deed; and

10.10.2 the terminating party has given the other party at least 20 business days notice of an intention to terminate.

- 10.11 If this deed is terminated in accordance with its provisions:

10.11.1 it (and the settlement) are at an end;

10.11.2 it does not give rise to any rights or obligations;

10.11.3 it remains "without prejudice" and

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

NGĀTI KURI DEED OF SETTLEMENT

11 GENERAL, INTEREST, DEFINITIONS AND INTERPRETATION

GENERAL

11.1 The general matters schedule includes provisions in relation to:

- 11.1.1 the implementation of the settlement;
- 11.1.2 the Crown's tax indemnities in relation to redress;
- 11.1.3 giving notice under this deed or a settlement document; and
- 11.1.4 amending this deed.

INTEREST

11.2 The Crown must pay to the governance entity on the settlement date, interest on the following amounts:

- 11.2.1 \$21,040,000, being the financial and commercial redress amount; and
- 11.2.2 \$11,040,000, being the financial and commercial redress amount less the on-account payment; and
- 11.2.3 \$7,061,100, being the total transfer values of the commercial redress properties being transferred to the governance entity on the settlement date.

11.3 The interest under clause 11.2.1 is payable for the period:

- 11.3.1 beginning on 16 January 2010 being the date of the Te Hiku agreement in principle; and
- 11.3.2 ending on the day before the on-account payment is made in accordance with clause 9.2.

11.4 The interest under clause 11.2.2 is payable for the period:

- 11.4.1 beginning on the date the on-account payment is made in accordance with clause 9.2; and
- 11.4.2 ending on the day that is 19 business days after the settlement legislation comes into force.

11.5 The interest under clause 11.2.3 is payable for the period:

- 11.5.1 beginning on the day that is 20 business days after the settlement legislation comes into force; and
- 11.5.2 ending on the day before settlement date.

NGĀTI KURI DEED OF SETTLEMENT

11: GENERAL, INTEREST, DEFINITIONS AND INTERPRETATION

11.6 The interest amounts payable under clause 11.2 is:

- 11.6.1 payable at the rate from time to time set as the official cash rate by the Reserve Bank, calculated on a daily basis but not compounding;
- 11.6.2 subject to any tax payable in relation to them; and
- 11.6.3 payable after withholding any tax required by legislation to be withheld.

HISTORICAL CLAIMS

11.7 In this deed, **historical claims**:

11.7.1 means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that Ngāti Kuri, or a representative entity, had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that:

- (a) is, or is founded on, a right arising:
 - (i) from Te Tiriti o Waitangi / The Treaty of Waitangi or its principles;
 - (ii) under legislation;
 - (iii) at common law, including aboriginal title or customary law;
 - (iv) from fiduciary duty; or
 - (v) otherwise; and
- (b) arises from, or relates to, acts or omissions before 21 September 1992:
 - (i) by, or on behalf of, the Crown; or
 - (ii) by or under legislation; and

11.7.2 includes every claim to the Waitangi Tribunal to which clause 11.7.1 applies that relates exclusively to Ngāti Kuri or a representative entity, including the following claims:

- (a) Wai 41 (Ngati Kuri lands claim);
- (b) Wai 633 (Ngati Kuri claim);
- (c) Wai 739 (Rewi Hongi Whanau Trust);
- (d) Wai 747 (Ngati Kuri Tribal Lands);
- (e) Wai 916 (Parengarenga 6 and 7 blocks);
- (f) Wai 1692 (Whanau Hapu o Te Hapua Ahikaa Claim); and
- (g) Wai 1867 (Ngati Kuri (Hoana Karekare) Claim); and

NGĀTI KURI DEED OF SETTLEMENT

11: GENERAL, INTEREST, DEFINITIONS AND INTERPRETATION

11.7.3 includes every other claim to the Waitangi Tribunal to which clause 11.7.1 applies, so far as it relates to Ngāti Kuri or a representative entity, including the following claims:

- (a) Wai 22 (Muriwhenua Fisheries and SOE claim);
- (b) Wai 45 (Muriwhenua land);
- (c) Wai 150 (Allocation of Radio Frequencies claim);
- (d) Wai 160 (Guardianship Act claim);
- (e) Wai 249 (Ngapuhi Nui Tonu claim);
- (f) Wai 262 (Indigenous Flora and Fauna and Cultural Intellectual Property claim);
- (g) Wai 292 (Te Kao Lands and Waterways claim);
- (h) Wai 861 (Tai Tokerau District Māori Council Lands);
- (i) Wai 1359 (Muriwhenua Land Blocks claim);
- (j) Wai 1847 (Ngāti Kuri and Te Aupōuri (Frances Brunton) claim);
- (k) Wai 1980 (Parengarenga 3G Block Claim); and
- (l) Wai 2000 (Harihona Whanau Claim).

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

11.8.1 a claim that a member of Ngāti Kuri, or a whānau, hapū, or group referred to in clause 11.11.2, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in clause 11.11.1;

11.8.2 a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 11.8.1.

11.9 For the avoidance of doubt, the term “historical claims” does not include the contemporary aspects of the Wai 262 (Indigenous Flora and Fauna and Cultural Intellectual Property claim). Any historical claims relating to grievances that occurred or arose between 10 October 1975 and 21 September 1992 are captured by the definition of “historical claims”.

11.10 For the avoidance of doubt, clause 11.7.1 is not limited by clauses 11.7.2 or 11.7.3.

NGĀTI KURI

11.11 In this deed, **Ngāti Kuri** means:

11.11.1 the collective group composed of individuals who descend from one or more of Ngāti Kuri tupuna;

NGĀTI KURI DEED OF SETTLEMENT

11: GENERAL, INTEREST, DEFINITIONS AND INTERPRETATION

11.11.2 every whānau, hapū or group to the extent that it is composed of individuals referred to in clause 11.11.1, including the following groups:

- (a) Ngāti Kaha;
- (b) Te Kari;
- (c) Whakakohatu;
- (d) Ngāti Waiora;
- (e) Te Mahoe;
- (f) Ngāti Murikahara;
- (g) Patukirikiri;
- (h) Ringamaui;
- (i) Pohotiare;
- (j) Te Rori; and
- (k) Patukohatu.

11.11.3 every individual referred to in clause 11.11.1.

11.12 For the purposes of clause 11.11.1:

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

- (a) birth;
- (b) legal adoption; or
- (c) Māori customary adoption in accordance with Ngāti Kuri's tikanga for whangai;

11.12.2 **Ngāti Kuri tupuna** means an individual who exercised customary rights by virtue of being descended from a primary tupuna of Ngāti Kuri and who exercised the customary rights predominantly in relation to the Ngāti Kuri area of interest at any time after 6 February 1840; and

11.12.3 **customary rights** means rights according to tikanga Māori including:

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

11.13 The primary tūpuna of Ngāti Kuri are:

11.13.1 Pohurihanga of the waka Kurahaupo ; and

NGĀTI KURI DEED OF SETTLEMENT

11: GENERAL, INTEREST, DEFINITIONS AND INTERPRETATION

11.13.2 Maieke.

MANDATED NEGOTIATORS

11.14 In this deed, **mandated negotiators** means the following individuals:

11.14.1 Harry Burkhardt;

11.14.2 Graeme Neho;

11.14.3 Tom Petricevich;

11.14.4 Catherine Davis; and

11.14.5 Alice Palmer.

ADDITIONAL DEFINITIONS

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

INTERPRETATION

11.16 Part 6 of the general matters schedule applies to the interpretation of this deed.

NGĀTI KURI DEED OF SETTLEMENT

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

SIGNED for and on behalf of)
NGĀTI KURI by the trustees of the)
Te Manawa O Ngāti Kuri Trust and by)
those trustees as trustees of that)
Trust, in the presence of:)

[name]

Signature of Witness

[name]

Witness Name:

[name]

Occupation:

[name]

Address:

[name]

[name]

NGĀTI KURI DEED OF SETTLEMENT

SIGNED for and behalf of **THE CROWN**)
by the Minister for Treaty of Waitangi)
Negotiations [and the Minister of Māori)
Affairs] in the presence of:)

Hon Christopher Finlayson

Signature of Witness

Witness Name

Occupation

[Hon Dr Pita R. Sharples]

Address

The Minister of Finance only in relation)
to the indemnities given in part 2 (Tax))
of the General Matters Schedule of this)
Deed in the presence of:)

Hon Simon William English

Signature of Witness

Witness Name

Occupation

Address

NGĀTI KURI DEED OF SETTLEMENT

Other witnesses / members of Ngāti Kuri who support the settlement