

RAUKAWA

and

RAUKAWA SETTLEMENT TRUST

and

THE CROWN

**DEED OF SETTLEMENT OF
HISTORICAL CLAIMS**

2 June 2012

PURPOSE OF THIS DEED

This deed:

- sets out an account of those acts and omissions of the Crown before 21 September 1992 that affected Raukawa and breached Te Tiriti o Waitangi / the Treaty of Waitangi and its principles;
- provides acknowledgments by the Crown of the Treaty breaches and an apology;
- settles the historical claims of Raukawa;
- specifies the cultural redress, and the financial and commercial redress, to be provided in settlement to the governance entity that has been approved by Raukawa to receive the redress;
- includes definitions of:
 - the historical claims; and
 - Raukawa;
- provides for other relevant matters; and
- is conditional upon settlement legislation coming into force.

TABLE OF CONTENTS

1	BACKGROUND	6
2	HISTORICAL ACCOUNT	9
3	ACKNOWLEDGEMENTS AND APOLOGY	22
4	SETTLEMENT	26
5	CULTURAL REDRESS	29
6	FINANCIAL AND COMMERCIAL REDRESS	38
7	SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION	44
8	GENERAL, DEFINITIONS AND INTERPRETATION	46

SCHEDULES

GENERAL MATTERS

1. Implementation of settlement
2. Interest
3. Tax
4. Notice
5. Miscellaneous
6. Defined terms
7. Interpretation

PROPERTY REDRESS

1. Disclosure information and warranty
2. Vesting of cultural redress properties
3. Commercial properties
4. Purchase of commercial properties
5. Deferred selection properties
6. Right of purchase
7. Terms of transfer for purchased commercial and purchased deferred selection properties
8. Notice in relation to commercial, cultural redress and deferred selection properties
9. Definitions
10. Cultural early release properties

DOCUMENTS

1. Overlay Classifications
2. Statements of association
3. Deeds of recognition
4. Encumbrances
5. Leases for leaseback properties
6. Deed of Covenant

LEGISLATIVE MATTERS

1. Introduction
2. Title, commencement and purpose provisions
3. Settlement provisions
4. Settlement implementation provisions
5. Overlay classification provisions

6. Provisions for statutory acknowledgement, geothermal statutory acknowledgement and deeds of recognition
7. Geographic names
8. Provisions vesting cultural redress properties
9. Provisions specifying terms of vesting
10. Provisions relating to reserve sites
11. Provisions relating to purchased commercial properties and purchased deferred selection properties
12. Provisions relating to licensed land and unlicensed land
13. RFR provisions
14. Miscellaneous provisions
15. Overlay classification areas
16. Statutory areas
17. Geothermal resource
18. Cultural redress properties

ATTACHMENTS

1. Area of association
2. Deed plans
3. Waikeria Prison Plan
4. RFR land

DEED OF SETTLEMENT

THIS DEED is made between

RAUKAWA

and

RAUKAWA SETTLEMENT TRUST

and

THE CROWN

1 BACKGROUND

- 1.1 Raukawa derive their identity from the eponymous ancestor, Raukawa, who descends from the Tainui waka through his father Tūrongo, a descendant of Hoturoa. Through his mother, Māhina-a-rangi, Raukawa also descends from the Takitimu waka and Tamatea-ariki-nui.

<u>Tainui</u>		<u>Takitimu</u>
Hoturoa		Tamatea-ariki-nui
Hotuope		Rongokāko
Hotuāwhio		Tamatea-pōkai-whenua
Hotumatapū		Kahungunu
Mōtai		Kahukuranui
Ue		Rakei-hiku-roa
Rakamaomao		Tūpurupuru
Kākāti		Te Rangituehu
Tāwhao		Tuaka
Tūrongo	=	Māhina-a-rangi
	Raukawa	

- 1.2 A tauparapara used by Raukawa kaumatua today describes the area in which Raukawa has interests:

*Ki te Wairere
 Horohoro
 Pohaturoa
 Ko Ongaroto
 Ko Whāita e
 Nukuhau
 Ki Taupō-nui-a-tia
 Ki runga o Hurakia
 Hauhungaroa
 Titiraupenga
 Arowhena
 Wharepūhunga
 Titiraupenga
 Whakamarumarū
 Te Pae o Raukawa
 Titiro atu ki Te Kaokaoroa-o-Pātetere
 Maungatautari
 Ka titiro ki Wharepūhunga
 Ko Hoturoa, ko Pārāwera
 Ko te Manawa rā o Ngāti Raukawa e.*

*The district of Raukawa is from Te Wairere, Horohoro and Pohaturoa
 At Ongaroto is the house of the ancestor Whāita
 From Nukuhau to Taupō-nui-a-Tia, to Hurakia on the Hauhungaroa Range,
 From Titiraupenga mountain, the horizon is the boundary of the district of
 Raukawa
 To the mountain Wharepūhunga and the marae at Arowhena
 To the ranges of Whakamaru
 The view extends to the region of Te Kaokaoroa-o-Pātetere*

1: BACKGROUND

*To Maungatautari
The view extends beyond Wharepūhunga to the ancestor Hoturoa
To the marae at Pārāwera*

- 1.3 Raukawa claim that their interests in this area are derived through discovery, conquest, gifting and ancestry. Raukawa and the Crown acknowledge that other iwi also have interests in parts of these lands.
- 1.4 Raukawa also claim associations with Tauranga, Tarukenga, Ngongotaha, Reporoa, Kaingaroa, Tahorakuri and, in the Manawatu region, Kapiti and Ōtaki.

NEGOTIATIONS

- 1.5 In May 2008, Raukawa mandated the Raukawa Trust Board to negotiate on their behalf with the Crown for the comprehensive settlement of the historical Treaty of Waitangi claims of Raukawa.
- 1.6 The Crown recognised the mandate on 23 September 2008.
- 1.7 The Raukawa Trust Board and the Crown agreed the scope, objectives, and general procedures for the negotiations by terms of negotiations dated 24 July 2009. In April 2010, Raukawa passed a resolution authorising the transfer of this mandate to the Raukawa Settlement Trust. The Crown recognised the transfer of mandate to the governance entity in a letter dated 17 June 2010.
- 1.8 The relevant mandated negotiators referred to in clauses 1.5 to 1.7 and the Crown have:
- 1.8.1 had extensive negotiations in good faith; and
 - 1.8.2 negotiated and initialled a deed of settlement.
- 1.9 Raukawa and the Crown acknowledge that:
- 1.9.1 Raukawa is a member of the CNI (Central North Island) Forests Iwi Collective (the "Collective");
 - 1.9.2 on 25 June 2008, the Collective and the Crown entered into a deed of settlement (the "CNI deed") that records the terms on which all historical CNI forest land claims are settled;
 - 1.9.3 the CNI Settlement Act was enacted on 30 September 2008 to enable the settlement referred to in clause 1.9.2 to be implemented;
 - 1.9.4 the CNI deed sets out acknowledgements that affect the future comprehensive settlements of the Collective member iwi;
 - 1.9.5 to avoid doubt, reference to Collective member iwi under this clause includes Raukawa; and
 - 1.9.6 nothing in this deed is intended to impact on:
 - (a) the redress provided under the CNI deed; or

1: BACKGROUND

- (b) the rights of Raukawa in relation to the CNI deed, CNI Settlement Act or the shareholders' agreement and trust deed for CNI Holdings Limited; or
- (c) the tikanga based resolution process agreed under the CNI deed and CNI Settlement Act.

RATIFICATION AND APPROVALS

- 1.10 Raukawa have, since the initialling of the deed of settlement, by a majority of:
 - 1.10.1 94.42%, ratified this deed and approved its signing on their behalf by the governance entity; and
 - 1.10.2 93.19%, approved the governance entity receiving the redress.
- 1.11 Each majority referred to in clause 1.10 is of valid votes cast in a ballot by eligible members of Raukawa.
- 1.12 The governance entity approved entering into, and complying with, this deed by resolution of trustees on 21 May 2012.
- 1.13 The Crown is satisfied:
 - 1.13.1 with the ratification and approvals of Raukawa referred to in clause 1.10;
 - 1.13.2 with the governance entity's approval referred to in clause 1.12; and
 - 1.13.3 the governance entity is appropriate to receive the redress.

AGREEMENT

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

2 HISTORICAL ACCOUNT

- 2.1 The Crown's acknowledgements and apology to Raukawa in part 3 are based on this historical account.

INTRODUCTION

- 2.2 The traditional rohe of Raukawa centres on the Waikato basin and Waikato River. It runs from Taupō Moana in the south, to Maungatautari in the north, extends westward into the Rangitoto ranges and Waipa Valley, and eastwards into the Kaimai and Mamaku Ranges. Raukawa is an iwi that practices mana whakahaere, kaitiakitanga and ahikāroa within this rohe, which includes the Waikato River and its tributaries, which was known in historical times as the Horotiu. The Waikato River is special to the people of Raukawa as historically it was the centre of Raukawa commercial, social, cultural and spiritual life. Raukawa divide their rohe into four Pou Whenua. These Pou are known as Te Kaokaoroa-o-Pātetere in the east, Te Pae o Raukawa to the south, Wharepūhunga to the west, and Maungatautari to the north.
- 2.3 During the 1820s some sections of Raukawa and other iwi closely aligned to Raukawa migrated to the Kapiti region, but other Raukawa remained in the northern rohe of the iwi preserving a strong presence for Raukawa. Raukawa living in the south and their kin living in the north actively maintained relationships with each other in the nineteenth century. Over time the southern and northern Raukawa developed distinct identities, though many iwi members continue to affiliate to both entities.

THE ARRIVAL OF EUROPEANS

- 2.4 The Treaty of Waitangi was not taken to the Raukawa rohe and Raukawa did not sign it. Colonial authorities had little presence in the area occupied by Raukawa around the Waikato River and its basin until the late 1850s. Raukawa today acknowledge, nevertheless, the Treaty of Waitangi and value the possession of their lands, estates, forests and fisheries as guaranteed in the second article of the Treaty.
- 2.5 The early contact of Raukawa with Europeans came through missionaries, particularly through the Church Missionary Society, which established missions in the 1830s at Matamata and at Tauranga. Christianity spread through the Waikato. By the 1840s it had become influential within Raukawa and some Raukawa became Christian teachers and ministers.
- 2.6 Like many tribes around the Waikato River, Raukawa adopted introduced crops and livestock and engaged in farming ventures that provided food to the Auckland and Australasian markets. Some Raukawa lived at Ōrākau and Rangiaowhia, which were at the centre of Māori agriculture in the Waikato before the 1860s wars.

THE KĪNGITANGA

- 2.7 In the early 1850s, two individuals with connections to Raukawa were at the forefront of discussions about establishing a Māori King. As the Raukawa chief, Hitiri Te Paerata, explained in 1888, the Kīngitanga movement was considered by some to be the best way to deal with problems relating to the way ancestral lands were being alienated. These problems included, among other things, the low prices the Crown paid for Māori land, insufficient acknowledgement of chiefly mana, and chief's ability to sell "lands

2: HISTORICAL ACCOUNT

belonging to the people". Hitiri said that in supporting the Kīngitanga, Māori wanted "to set up a head whose mana was to overshadow the land and protect it".

- 2.8 Raukawa was drawn into the movement through their whakapapa connections to other tribal groups and because of the benefits the Kīngitanga promised for Māori.
- 2.9 In 1856, at the Hinana hui presided over by neighbours of Raukawa, Maori present agreed that a king was needed to rule over a confederation of tribes. Te Paerata, a chief of Raukawa, provided the preserved huahua birds for consumption at the hui. While Maihi Te Ngaru of Raukawa was a candidate for election as the first Māori King, in 1858 Te Wherowhero Potatau was selected for the role.
- 2.10 The Crown came to view the Kīngitanga movement as a challenge to the Queen's sovereignty.

CONFLICT IN TARANAKI

- 2.11 A dispute over the Government's attempt to purchase the Pekapeka block at Waitara in 1859 and 1860 led to war in Taranaki and tensions between the Crown and the Kīngitanga movement increased.
- 2.12 Some Taranaki chiefs placed their lands under the authority of the Māori King in April 1860 and while the King forbade Waikato Māori from taking arms to Taranaki some Raukawa joined members of other tribes from the Waikato who opposed the Crown's acquisition of the Pekapeka block at Waitara and fought against Crown forces in Taranaki. A number of Raukawa were killed in those battles. At least one Raukawa chief died in the engagement with the 65th Regiment at Mahoetahi, between Waitara and New Plymouth, on 6 November 1860, and others were killed in the attack on the No. 3 redoubt at Huirangi, inland from Waitara, in the early morning of 23 January 1861. Soon after these battles, a truce was negotiated with the involvement of a Kīngitanga leader.
- 2.13 Governor Sir George Grey later conceded that the purchase of the Pekapeka block was contentious, and the Government had made errors in its negotiations.

THE LEAD UP TO THE WAR IN THE WAIKATO

- 2.14 Following the end of conflict in Taranaki in 1861 those Raukawa who had fought there returned home and the iwi focused on events in the Waikato.
- 2.15 In May 1861, Governor Thomas Gore Browne demanded iwi of the Waikato accept the Queen's authority and obey her laws. In return the Governor reaffirmed the Crown's commitment to the protection of Māori possession of their lands and property as set out in the Treaty. He demanded that Māori be able to sell land to the Crown without interference from others, and permit roads and bridges to be built when required. He accused the Waikato supporters of the Māori King of levying war against the Queen and creating an authority "inconsistent with allegiance to the Queen, and in violation of the Treaty of Waitangi".
- 2.16 Following his return to New Zealand in September 1861, Governor Grey soon put forward his proposals for "new institutions" that would give Māori a greater role in local administration and which were in part designed to restrict the appeal and influence of the Kīngitanga. Grey sought to ensure the Kīngitanga were not provided with an opportunity to bolster support for the movement.

2: HISTORICAL ACCOUNT

- 2.17 The Colonial Secretary met with a significant number of Māori, from Raukawa and a neighbouring iwi, at Otawhao in December 1861 to explain the Government's new policies. He described plans for the future government of Māori including the introduction of laws and magistrates and noted that an investigation would be held into the sale of the disputed block at Waitara. He also spoke about land sales in general and the construction of roads. Māori appeared to accept the Colonial Secretary's explanations, but said that they did not want the Crown to proceed with its proposal to station troops at Mangatawhiri and Waiuku.
- 2.18 In October 1862, Raukawa attended Wiremu Tamihana's "great King meeting" held at Peria, which debated the question of maintaining Māori independence through the Kīngitanga. Much concern was expressed about certain actions of the Crown, including the construction of a military road from Auckland to Mangatawhiri, and plans to put Government steamships on the Waikato River. The Raukawa leader, Wiremu Haumu, spoke against a proposal to construct a strategic road from Mangatawhiri to Raglan.
- 2.19 The following year, on 11 July 1863, the Governor issued a proclamation announcing the Crown's intention to establish military posts on the Waikato River to maintain the security of the district. The Crown considered these military posts to be a necessary response to recent events. The proclamation said that Europeans had been driven away from the Waikato and their lands and properties plundered, and that some of those in the Waikato had been responsible for troops being murdered in Taranaki and for those murders. The proclamation accused the Waikato tribes of planning a direct invasion of Auckland and of the murder of "peaceable settlers". While some of these claims were true, others, such as an invasion of Auckland, were overstated.
- 2.20 The proclamation also announced that anyone who waged war against the Queen, "or remained in arms, threatening the lives of Her peaceable subjects", would
- "forfeit the rights to the possession of their lands guaranteed to them by the Treaty of Waitangi, which lands would be occupied by a population capable of protecting for the future the quiet and unoffending from the violence from which they are now so constantly threatened".

THE INVASION OF THE WAIKATO

- 2.21 On 12 July 1863, the day after Governor Grey issued his proclamation, Crown forces crossed the Mangatawhiri stream, which the Kīngitanga had designated as the northern boundary of the area under King Tawhiao's authority in the Waikato. A little over a week later Crown troops saw their first military action against Māori forces at Koheroa. In the second half of 1863, Crown forces moved slowly up the Waikato River fighting a series of engagements including one at Rangiriri in late November. On 9 December, Crown troops occupied King Tawhiao's principal settlement at Ngaruawahia.
- 2.22 While some Raukawa appear to have participated in the conflict in 1863, it was not until 1864 when Crown forces reached the Raukawa rohe near Cambridge, Rangiaowhia, and Paterangi, that significant numbers of Raukawa fought as a tribe. It is likely that Raukawa helped build defences at Paterangi, but Crown forces bypassed those defenses. Instead, on 20 February 1864, the Crown attacked Rangiaowhia, an unfortified agricultural settlement that was supplying the Kīngitanga forces with food. About 100 men alongside women and children were at Rangiaowhia when the attack began. Some Raukawa were present, among them Hitiri Te Paerata who later recorded that young men of Raukawa were killed at Rangiaowhia and Hairini.

2: HISTORICAL ACCOUNT

2.23 A vigorous exchange of gunfire between the Crown and Māori took place at Rangiaowhia. Māori retreated to their whare, refused the Crown's offer of a surrender, and fighting resumed. During the exchange a number of whare caught fire and the occupants perished. Some whare were deliberately set alight, while others caught fire when ammunition fired through the walls ignited the thatch. One unarmed individual escaping a burning whare was killed by Crown troops and contemporary accounts reported that women and children were among those who died in the burning whare. For Raukawa, the nature of the conflict at Rangiaowhia, rather than the number of Raukawa killed, had a significant impact on how they viewed the British conduct of the war.

FIGHTING AT ŌRĀKAU

2.24 The final battle of the Waikato campaign took place between 31 March and 2 April 1864, at Ōrākau, near Rangiaowhia. Approximately 250 to 300 Māori, a significant proportion of whom were Raukawa, defended a pā that was poorly sited, unfinished and with little food, water, or ammunition. Up to 1,800 Crown troops laid siege to the pā for three days.

2.25 During a ceasefire on the last day of fighting, Crown officers attempted to negotiate the surrender of the pā. Hitiri Te Paerata's sister Ahumai declined an offer to evacuate the women and children saying "if our husbands and brothers are to die what profit is it to us that we should live? Let us die with the men". According to Raukawa, Te Paerata and leaders from other iwi are said to have then jointly declared "Ake, ake, ake" (Forever and ever).

2.26 With no water, and ammunition all but gone, the defenders broke out of the pā on 2 April. Some, such as the Raukawa chief Te Paerata, were killed and others including Hitiri Te Paerata and his sister Ahumai escaped the pursuing Crown forces and made it to safety. Reports of the number of Māori who died at Ōrākau vary, but it is likely that somewhere between 80 to 160 Māori died. Some of those who died were buried in the pā, a site which is now divided by the Kihikihi to Arapuni road. Raukawa consider the site of the battle to be sacred to the memory of their ancestors' resistance to the Crown's invasion of the Waikato.

CONFLICT IN TAURANGA

2.27 Ōrākau was the last battle in the Waikato, but it was not the end of the armed conflict with Raukawa and the Crown forces. After the battle at Ōrākau, Raukawa were subsequently involved in armed conflict in Tauranga where from January 1864 the Crown had begun stationing troops. By late April, the Crown had become engaged in armed conflict with Tauranga Māori and their allies.

2.28 Māori from other parts of the country, including Raukawa, travelled to Tauranga to support Tauranga Moana iwi during its 1864 conflict with the Crown. Raukawa hapū including Ngāti Āhuru, Ngāti Mōtai, Ngāti Te Apunga, Ngāti Tukorohe, and Ngāti Mahana resided at Tauranga. Some lived in the Kaimai ranges and others at Wairoa.

2.29 Gate Pā and Te Ranga were the sites of two battles in Tauranga in 1864. The battle of Gate Pā took place on 29 April with severe losses to the Crown forces. A number of Raukawa were present, at least one was killed and Raukawa traditions record the deaths of two Ngāti Mōtai women in the pā. The battle at Te Ranga on 21 June ended with a victory for Crown forces who were supported by Māori from other tribes.

2: HISTORICAL ACCOUNT

- 2.30 During the conflict at Tauranga, Māori appear to have followed what they considered to be rules of Christian combat, guaranteeing safety to those who surrendered or were wounded. Before fighting took place at Gate Pā, Henare Taratoa of Ngāti Raukawa is thought to have authored a code of conduct recording these rules. He was among those killed at Te Ranga.
- 2.31 While many Tauranga hapū and iwi made peace with the Crown following the end of open conflict in 1864, three years later some Raukawa joined hapū from Tauranga in what are known as the "Bush Campaigns". They did not, however, have broad tribal support.
- 2.32 A number of skirmishes between Crown forces and Māori took place in January 1867 in the forest behind Tauranga with a more significant engagement involving around 46 Māori opposed to the Crown at Te Akeake, near Pye's Pā, on 4 February 1867. There was a further battle on 15 February at the village of Irihanga with much larger forces on both sides. Crown troops attacked many other villages in the area, burning and destroying kainga and cultivations, and forcing inhabitants to flee. This had an impact on Raukawa hapū residing in the vicinity.

CONFISCATION IN WAIKATO AND TAURANGA

- 2.33 The confiscation of significant amounts of Māori land throughout the North Island was an important aspect of the Crown's response to the wars. The New Zealand Settlements Act 1863 provided the legal framework for the Crown confiscation of Māori land. The act aimed to punish Māori by confiscating their land if they were judged to be "levying or making war or carrying arms against" the Queen or her military forces, providing support to those involved in armed resistance, or who had "counselled advised induced enticed persuaded or conspired with any other person to make or levy war against her Majesty" or who were involved in any "outrage against persons or property". The act gave the Governor in Council the power to proclaim a district where confiscation would be applied. It also enabled the Crown to use confiscated lands for military and other settlements and replace Māori customary tenure with Crown titles for land returned to Māori through a compensation process.
- 2.34 The Government effected confiscation in the Waikato through a number of proclamations issued between January and September 1865. These proclamations included land in which Raukawa claimed interests. The proclamation of 16 May 1865 confiscated 577,590 acres, the largest block to be taken in the Waikato.
- 2.35 The Crown also sought the disarmament and surrender of all Māori involved in armed conflict against it. On 1 April 1865, Governor Grey called upon a number of tribes, including "Ngāti Raukawa (on the Horotiu)", to come in and give themselves up to trial by 1 June 1865. Individuals who had been "engaged in levying or making war or carrying arms" and who failed to surrender would be prohibited from any claims to compensation.
- 2.36 The Crown returned to Māori 314,364 of the 1,202,172 acres of the confiscated Waikato land through a Compensation Court and land grants. The Compensation Court, established to consider Māori claims to confiscated lands, started its Waikato hearings in 1867, two years after the original proclamations. None of the land that the Crown confiscated within the Raukawa rohe in the Waikato was returned to Māori through the compensation court. The extent of Raukawa interests within the confiscation boundaries is unknown as it has never been investigated. The Crown was aware that Raukawa had claims to the area as during the fighting in 1864 and 1865 Raukawa living at Ōtaki wrote to Governor Grey seeking recognition of their interests in

2: HISTORICAL ACCOUNT

lands that would later be included in the southern part of the Waikato raupatu area near Rangiaowhia. These requests, however, were not acted upon in the Compensation Court.

- 2.37 In Tauranga the Government confiscated approximately 290,000 acres of land through an Order in Council issued in May 1865 under the New Zealand Settlements Act 1863 and another issued in 1868 under the Tauranga District Lands Acts 1867 and 1868. The confiscation included land in the Kaimai area where Raukawa hapū claimed interests.
- 2.38 As in the Waikato, the Crown returned some of the confiscated Tauranga lands to Māori. Approximately 135,000 acres were returned in individualised titles by commissioners. The New Zealand Settlements Act 1863, the Tauranga District Lands Acts 1867 and 1868 included provisions for returning selected parts of the confiscated lands to Māori and commissioners were appointed to achieve this. The commissioners began hearing applications for Tauranga lands in 1868 and Raukawa made claims to several land blocks in the Kaimai area and all land in which Raukawa claimed interests was returned to Māori in individualised titles. Members of Raukawa hapū and other iwi received interests in these Kaimai blocks.

POST-WAR RESISTANCE

- 2.39 After the end of open conflict in the Waikato and Tauranga in 1864, one section of Raukawa became strongly influenced by the religious Pai Marire movement. They were more aggressive than other Raukawa in asserting Māori autonomy and self determination. At times this group and others of Raukawa also allied themselves with Te Kooti Arikirangi Te Turuki, who had founded a separate religious movement, and was involved in violent conflict with the Crown and its Māori allies from 1868 to 1872.
- 2.40 Other Raukawa were less supportive of Te Kooti and his visits to the rohe in 1869 and 1872 while a fugitive from Crown forces. They were concerned that he would lead the tribe into renewed conflict with the Crown, or attack Raukawa communities who refused to support and supply his followers. Moreover, some Raukawa feared Crown sanctions if they were seen to be supporting Te Kooti.

RAUKAWA AND THE KĪNGITANGA

- 2.41 The conflicts of the 1860s had a long term impact on Raukawa. Raukawa were among the Kīngitanga iwi who sought to maintain control over their lands following the end of the Waikato war by isolating them from the Crown's control. The western part of the Raukawa rohe was included in Te Rohe Pōtae, also known as the King Country. The Kīngitanga was able to exclude Crown authority from Te Rohe Pōtae for more than a decade after the war. Surveying, road making and the courts, including the Native Land Court, did not extend to Te Rohe Pōtae until the 1880s.
- 2.42 From the late 1860s colonial governments negotiated with those among the Kīngitanga tribes who had not made a formal peace with the Crown and who sought to maintain their autonomy. These negotiations included Raukawa, as the Crown sought to establish its authority in Te Rohe Pōtae through peaceful means. It was not until the early 1880s, however, that the first of several agreements were reached between the Crown and some leaders of Te Rohe Pōtae iwi, including Raukawa.
- 2.43 At Whatiwhatihoe on 30 November and 1 December 1883, Native Minister John Bryce, Raukawa and other iwi agreed to a formal survey of the external boundaries of the Rohe Pōtae for the purposes of making an application to the Native Land Court to have

2: HISTORICAL ACCOUNT

title determined. Whereas King Tawhiao prohibited his supporters from participating in the Native Land Court, the Crown intended to open up the area for European settlement and allow the introduction of the court. The leaders present at Whatiwhatihoe felt they had little choice but to agree to have the whole block surveyed by the government and put through the Native Land Court as the Native Minister had said he was unable to “hold back the Court any longer” when Māori applied to have land investigated. This eventually led to Native Land Court title investigations for the whole of Te Rohe Pōtae.

- 2.44 Soon after the December 1883 meeting with Bryce some tribes began to request Native Land Court investigations of title for their own lands within the Rohe Pōtae. In early 1884, Hitiri Te Paerata asked that a boundary be surveyed between Raukawa and one of their neighbours. Tensions between the different tribal communities were exacerbated by the survey and subsequent court proceedings. Even the most loyal Kīngitanga supporters had appeared before the court by the 1880s to prevent their interests in land blocks being awarded to others
- 2.45 Native Minister, John Balance, continued negotiations with Raukawa and other tribes of Te Rohe Pōtae at Kihikihi on 4 and 5 February 1885 where iwi discussed the building of the railway and reform of the Native Land Court. Surveys to locate possible routes for the main trunk railway had been agreed in March 1883.

ATTEMPTS TO DETACH RAUKAWA FROM THE KĪNGITANGA

- 2.46 Only the western lands of Raukawa were included in Te Rohe Pōtae. Prior to negotiations between the Crown and the Kīngitanga in the 1880s, the Crown sought to detach some Raukawa and other iwi on the edges of Te Rohe Pōtae from their allegiance to the Kīngitanga movement. While the Kīngitanga opposed the construction of roads and the work of surveyors within Te Rohe Pōtae, from the early 1870s the Crown sponsored these activities within the parts of the Raukawa rohe that lay outside of Te Rohe Pōtae. After intense negotiations in the early 1870s, some Raukawa accepted the Crown’s request to construct roads, but others remained loyal to King Tawhiao’s prohibition and considered that roads challenged the autonomy and authority of iwi.

THE NATIVE LAND COURT AND RAUKAWA

- 2.47 The Native land Court was established under the Native Lands Acts of 1862 and 1865. The court was to determine ownership of Māori land and provide Crown titles to defined areas of land. The establishment of the court followed an intense decade long debate among New Zealand’s European policy makers on the nature of Māori custom and how the Crown could recognise land rights fairly and effectively. It was anticipated that transforming customary Māori land ownership to individual rights under Crown title would allow land to be transferred more easily from Māori to settlers, and give individual Māori greater opportunity to participate in the developing economy. The Crown had faced increasing difficulties in purchasing Māori land due to conflict over customary rights and a rising level of resistance to sales.
- 2.48 The Acts establishing the Native Land Court set aside the Crown’s Article 2 Treaty right of pre-emption enabling individual Māori to dispose of their property by lease or sale to private parties or the Crown once title had been awarded. This open market in Māori land provided few protections for individuals and tribes until the early 1870s when legislation introduced greater oversight in the alienation of Māori land. Any Māori person could initiate a title investigation through the Native Land Court by submitting an application in writing to the court. Once an application was submitted, all of those with

2: HISTORICAL ACCOUNT

customary interests needed to participate in the hearing if they wished to be included in the Crown title regardless of whether they wanted a Crown title or not. Customary tenure was complex and facilitated multiple land use through shared relationships with the land. The new land laws required those rights to be fixed within a surveyed boundary and did not necessarily include all those with a customary interest in the land.

- 2.49 The Native Land Court was introduced to areas within the Raukawa rohe in 1866 at a time of uncertainty and economic and social disruption. Armed conflict between Crown troops and Māori continued elsewhere, and confiscation was being implemented in neighbouring regions. Many Raukawa were still seeking refuge from Crown forces and others were involved in the continuing armed conflict.
- 2.50 Between 1866 and 1868 the Native Land Court started title investigations for approximately a dozen blocks within the wider Raukawa rohe. Most of these blocks were not awarded to Raukawa. However, the court recognised Raukawa interests in Okoroire in 1867, awarding ownership to ten Raukawa, most of which was sold by 1875. Raukawa were also awarded interests in a block called Tatua West in the south of the Raukawa rohe in 1869. Title for Tatua West was not issued until 1883 when the court awarded it to ten Raukawa owners. The block was sold that same year.
- 2.51 During the 1880s, Raukawa were involved in petitions to the Crown that were highly critical of the workings of the Native Land Court and asked that it be replaced by a process under Māori control. Te Rohe Pōtae iwi sought a parliamentary guarantee that their land be secured to them in perpetuity and recognition of their own system of determining title and administering their land. Native Minister, John Bryce, did not accept that the court needed to be replaced. However, he was prepared to promote legislation in 1883 that banned legal counsel from the court, prohibited private dealings in land before title had been ascertained by the court, provided sanctions against those who engaged in such dealings, and established a Māori committee structure to provide advice to the Native Land Court. Despite continued objections from Te Rohe Pōtae iwi, the Native Land Court retained its position as the institution with the legal power to award land titles for Māori land.
- 2.52 By the end of the nineteenth century the Native Land Court had awarded title to most of the land within the Raukawa rohe. The Native Land Court awarded Raukawa individuals interests in a significant number of blocks (totalling approximately 440,000 hectares) in the Waikato area.

MAUNGATAUTARI TITLE INVESTIGATION

- 2.53 Of particular significance to Raukawa today is the Native Land Court's investigation of title that began in 1868 to blocks in the Maungatautari area, where the Raukawa ancestral maunga lies. Raukawa from Ōtaki were among the iwi who applied to the court for ownership of these lands, but title was awarded to other iwi. The Court concluded that another Waikato tribe had acquired rights to the land in the 1820s and early 1830s and that Raukawa had abandoned Maungatautari when they had moved to Ōtaki.
- 2.54 Raukawa living in the Waikato considered the court's Maungatautari decision to be wrong, but they had not contested title to the Maungatautari blocks in the court in 1868. Raukawa consider that this was because the title investigation took place in the period of uncertainty that followed the end of the Waikato fighting. Important sections of Raukawa were absent from several key hearings during the 1860s. Key leaders such as Te Paerata who could have led iwi claims in any proceedings had been killed fighting against Crown forces in the early 1860s. Their absence suggests that

2: HISTORICAL ACCOUNT

Raukawa who followed the King Tawhiao prohibition against attending Native Land Court hearings in the late 1860s, did not attend. Raukawa also believe that some Raukawa travelling to court hearings were prevented from attending. For these various reasons, Raukawa living in the area did not present evidence about their interests in Maungatautari to the court in 1868.

- 2.55 Nonetheless, Raukawa were among those who contested the Maungatautari decision over several decades, with petitions presented to Parliament, a rehearing in 1884, and further petitions following the rehearing and subsequent court hearings. Raukawa as an iwi were never awarded interests in the block and the court's conclusion that Raukawa had abandoned Maungatautari and the exclusion of Raukawa from the title continues to be a source of grievance to the iwi.
- 2.56 The court's decision had a considerable impact on the land holdings of Raukawa as some subsequent Native Land Court judges relied upon the Maungatautari findings when determining ownership for nearby land blocks and in later proceedings relating to Maungatautari. Raukawa were consequently excluded from ownership in some nearby blocks.

LAND SPECULATION AND LAND ALIENATION

- 2.57 From the 1870s, private parties, many representing large speculative land companies, negotiated with individual Raukawa over interests in customary land (land for which the Native Land Court had not awarded a Crown title). Some of these companies raised capital on the London market to speculate on the sale of Māori land to settlers. Only a small number of purchasers intended to farm the lands themselves. At times the Crown gave some assistance to those making large scale land purchases from Raukawa and their neighbours. Raukawa consider that some of the private parties active in the Raukawa rohe who were also politicians holding seats in the Auckland Provincial Council or the House of Representatives had a conflict of interest.
- 2.58 Until 1883 the Native Land Acts did not prevent private parties from negotiating leases or the purchase of interests in land with Māori prior to title being awarded by the Native Land Court. Leases and sales could be completed once title was determined by the court (providing prospective purchasers had purchased from Māori who were awarded title).
- 2.59 However, between 1873 and 1877, the private acquisition of interests in Māori land within much of the Raukawa rohe was restricted when the Crown suspended the operation of the Native Land Court in part because it became concerned over potential disturbances to the peace. One such disturbance related to a Pakeha working on lands in the Maungatautari area who was killed by an individual from another iwi. The Government considered that private lease negotiations were a factor in the murder and issued proclamations in 1873 and 1874 suspending the operation of the Native Land Court. These proclamations effectively prevented the completion of both private and Crown acquisitions of Māori land in the Bay of Plenty and Taupō regions. These proclamations covering Raukawa lands reintroduced a Crown monopoly right to acquire customary Māori lands in these areas.
- 2.60 As a result of the suspension of the Native Land Court, negotiations some Raukawa had entered into with private parties over land held in customary tenure could not be completed. The Crown then began purchasing the private parties' interests without the consent of Māori. In 1875, the Government acquired leases in the Pātetere blocks of three land speculators, thought at the time to involve 249,000 acres of land, for £3,600. In 1877 some Raukawa protested against the Government's acquisition of these

2: HISTORICAL ACCOUNT

leases. Raukawa claimed not to have been paid rent for the leases, and European's with access to large amounts of capital had indicated they would provide Raukawa with money to repay the advances they had received for this land. The owners told the Government that they wished to "regain the authority over that land" to "dispose of it to any European by way of lease."

- 2.61 The 1873 and 1874 proclamations expired in 1877, but the Crown issued a further proclamation under the Government Native Land Purchases Act 1877 declaring any private dealings in Pātetere land unlawful. In the late 1870s the Government began taking steps to achieve large scale purchasing in the centre of the North Island and open land to settlers. The 1877 Act was expected to advance this program by excluding private purchasers from attempting to acquire land for which the Government had entered into negotiations thereby protecting the payments that it had already made to Māori. The Crown also anticipated that such exclusions would improve its relationship with the Kīngitanga and make it easier to open up Te Rohe Pōtae for settlers and the main trunk railway. The Crown was also concerned that private parties might complicate its relationship with the Kīngitanga and make it difficult to open up the Rohe Pōtae for settler farms and the main trunk railway.
- 2.62 Despite the 1873, 1874 and 1877 proclamations, speculators and other private parties continued to negotiate with Raukawa. In 1878 some Raukawa again asked that the restrictions preventing them from alienating their Pātetere and Tokoroa lands to private parties be removed so they could enter negotiations with purchasers other than the Crown. Their request was unsuccessful. At the time, Europeans who had access to substantial sums of money used it to acquire and onsell tens of thousands of acres of Māori land. It was reported that Māori living on Pātetere lands were put to great expense in bringing land into the Native Land Court and in attending and participating in hearings. They incurred debts in consequence which were repaid through the sale of land.
- 2.63 During the late 1870s, the Crown endeavoured to acquire the remaining Māori interests in Pātetere lands (Mangakaretu, Huihuitaha, Pokaiwhenua, Tokoroa and other blocks), paying more money to Māori for leasehold and freehold interests. However, rising debt and a shortage of funds during an economic downturn made completion of the purchase difficult. Nor had the Native Land Court determined ownership of these blocks. As a result, the Crown only purchased a small portion of the Pātetere lands.
- 2.64 In 1879, the new Premier, John Hall, and the Native Minister, John Bryce, rejected the previous government's reliance on Crown pre-emption and said they would remove proclamations that prevented the private acquisition of interests in Māori land. The Hall government also argued that it was impossible to complete Crown purchases of Māori land when the colony was moving into a depression.
- 2.65 The new government decided not to pursue the purchase of Pātetere lands and in January 1880 the Minister of Native Affairs indicated to one group of Auckland financiers and their agents that the Crown would withdraw from purchasing Pātetere once the money it had advanced to Māori had been recouped. The Government wanted the advances paid to Māori and its earlier purchase of the private interests in this land repaid in cash or in land. In calculating what Māori owed, the Government included other costs in addition to advances made to Raukawa, including portions of the salaries of its agents and it repeatedly refused to show its accounts to Raukawa. The Minister of Native Affairs commented that "not one half of the payment vouchers would bear anything like a strict legal examination. Still the payments were bona fide in a sense and I do not mean to lose the money".

2: HISTORICAL ACCOUNT

- 2.66 Restrictions on private dealings in Māori land in the Raukawa rohe were lifted in 1881, but well funded individuals and syndicates had remained active in negotiations for large areas of Pātetere in the preceding years. In 1881 the Native Land Court determined that the Crown should receive 28,260 acres of Pātetere land. Officials had calculated that this land had cost the Crown £13,805 5s 2d. Once the prohibition was removed and land could be taken to the court for title determinations, private purchasers rapidly acquired most of the remaining individual interests of the Pātetere district by 1883. By 1883, some 387,739 acres of land within the Raukawa rohe was acquired on behalf of private purchasers at a total cost of £107,216. By the late 1880s, 441,703 acres of land in the wider Raukawa rohe had been alienated by sale.
- 2.67 Raukawa consider that the protective mechanisms in the native land laws available in the 1870s and 1880s were inadequate in the face of systematic large scale land speculation, which resulted in rapid and substantial land loss for the iwi in these decades. Most of those who engaged in these activities failed to find buyers during the depression of the 1880s and realize the profits they expected from quickly on-selling the land. Many subsequently became bankrupt.

THE NATIVE LAND COURT TITLE INVESTIGATION FOR TE ROHE PŌTAE

- 2.68 The Native Land Court investigated Te Rohe Pōtae in two large blocks. One block incorporated land in the west of Te Rohe Pōtae, the Aotea block, and was claimed by the leading signatories to the original 1883 agreement with Bryce. The second block, Taupō-nui-a-Tia, came before the court on the application of another iwi.
- 2.69 The Taupō-nui-a-Tia hearing began at Tapuaeharuru (Taupō) on 14 January 1886. Hitiri Te Paerata, who was to lead the Raukawa claim, was unable to attend the first days of the hearing or participate in the initial out of court discussions between iwi. He had been subpoenaed to give evidence in a court case being heard in Cambridge at the same time. Hitiri sent a telegram to the judge in Taupo asking for the court to wait until he was able to attend and when the court opened others requested an adjournment until Hitiri arrived. The case, nevertheless, began without Hitiri who arrived several days later.
- 2.70 The list of 141 hapū put to the court by the applicants descended from Tia but included a number of hapū who also had Raukawa ancestry, such as Ngāti Moekino, Ngāti Wairangi and Ngāti Moe. When Hitiri tried to have the Raukawa name identified as a key ancestor, the court told him that he was too late as judgment had been given (in his absence) and Raukawa had made no counter-claim. Hitiri later told a Royal Commission that he withdrew his Raukawa claims and claimed instead through Tia because Tia and Tuwharetoa were the only “ancestors who had been admitted” by the court. Hitiri was unsuccessful in having further Raukawa hapū considered for admission to the list of 141 hapū accepted for the block, even though they also had whakapapa from Tia.
- 2.71 Raukawa considered the court decision to be unjust and campaigned to have the decision changed, as they had over Maungatautari. Led by Hitiri Te Paerata and later Werohia Te Hiko, kinship groups of Raukawa went to the Supreme Court and Parliament to have their grievances investigated. This was a costly exercise.
- 2.72 Doubts raised regarding the actions of the Crown’s land purchase officer during the title investigation of the Pouakani block, which was part of the Taupō-nui-a-Tia block, led to the appointment of a Royal Commission of Inquiry. This commission was also authorised to investigate other aspects of the Native Land Court hearings into Taupō-nui-a-Tia blocks, including Raukawa claims. The Royal Commission did not investigate

2: HISTORICAL ACCOUNT

all of the Raukawa concerns about the Native Land Court decision for the Taupō-nui-a-Tia blocks, but Hitiri was provided with the opportunity to describe his understanding of what took place during the original Taupō-nui-a-Tia court hearings.

- 2.73 While, the Royal Commission did not find in favour of Hitiri's claims, it did uphold other complaints. Following the inquiry, a rehearing into the Pouakani and Maraeroa blocks, both within the Taupō-nui-a-Tia block, began in December 1890. At the rehearing claimants to the Maraeroa and Pouakani blocks claimed descent from both Tia and Raukawa. The court altered the original awards and Raukawa individuals were awarded interests in Maraeroa and Pouakani. The Crown had secured ownership of 20,000 acres of Pouakani land to cover survey costs. In the end, Raukawa also obtained interests in other parts of the former Taupō-nui-a-Tia block, including Te Tihoi, and in the former Aotea block, including Wharepūhunga and Rangitoto A.
- 2.74 Raukawa consider that the award of title to the Taupō-nui-a-Tia block to descendants of particular ancestors altered the way whakapapa of the region was understood by hapū of Raukawa. Raukawa continue to view the award of the title in Taupō-nui-a-Tia as wrong and believe that the process by which title was awarded was unjust as it excluded Raukawa. This is a longstanding grievance for Raukawa.

RAUKAWA IN THE TWENTIETH CENTURY

- 2.75 By the beginning of the twentieth century nearly 80 percent of the approximately one million acres of land within the Raukawa rohe in the Waikato basin had been purchased by the Crown and private parties. By 1910 around 800,621 acres had been alienated and a further 235,128 acres was alienated in the following decades. Just over 40 percent of this land was acquired by the Crown and the rest by private purchasers. During the twentieth century, public works takings further eroded the Raukawa landholdings.
- 2.76 Today people who identify as Raukawa own shares in just 76,642 acres of Māori freehold land. Much of this they share with Māori who identify with other iwi who were also awarded interests in the original Native Land Court blocks. Two thirds of this land is located in ten blocks. The blocks include the former Taupōnui-a-Tia blocks (Maraeroa, Pouakani and Te Tihoi) and the former Rohe Pōtae blocks (Rangitoto A and Wharepūhunga).
- 2.77 During the 1890s the Crown took over many of the bankrupt estates of land purchasers and their companies and subdivided them for small farmers. The Crown also provided financial support for non-Māori settlers to establish dairy farms in the Raukawa rohe. These farms have for over a century proved highly productive, internationally competitive and profitable. Raukawa consider that they were excluded from many Crown programmes that benefited non-Raukawa living in the area.
- 2.78 As the central North Island developed in the twentieth century, Māori from other iwi migrated into the Raukawa rohe to farm and work in agriculture, forestry and in the timber mills and paper. In 1915 the Crown provided 20,000 acres of land in the Pouakani block to an iwi with no ancestral ties to the area in compensation for land in another part of the country. As a result this group of Māori also established a presence on land in the rohe.
- 2.79 With the transformation of Tokoroa into a large industrial town after World War II, more Māori from other parts of the country and people from Pacific nations settled in the town. Raukawa consider that they were unable to fulfil their role as hosts to these manuhiri during this period of rapid growth as Crown agencies did not recognize

2: HISTORICAL ACCOUNT

Raukawa as tangata whenua and consult them about community issues. After the Hunn investigation into Māori affairs released its report in 1961, the Crown adopted a revised policy for creating a racially integrated society. Through this policy the Government emphasised the individual citizenship rights of all Māori and advocated removing legal distinctions between Māori and non-Māori. The Government sought to achieve integration through legislation such as the Māori Affairs Acts of 1962 and 1967. Raukawa believe that this was detrimental to them as tangata whenua within their rohe.

RECOGNITION OF RAUKAWA TRUST BOARD

- 2.80 Between 1945 and 1984, the Crown's policies of full employment and social security generally improved the living and health standards of Raukawa. In the 1980s, the Crown sought assistance from tribal authorities to deal with the social consequences of the rapid rise in Māori unemployment locally that initially flowed from its restructuring of the economy. The Crown recognised tribes and tribal authorities as a means of providing training and economic development to Māori.
- 2.81 At this time Raukawa were anxious to deliver services to their community and sought recognition by the Crown. Despite the support of local officials, the Crown was reluctant to recognise the tribe, denying that they had an identity separate from other neighbouring Trust boards. Finally in April 1988, after many months of representations, the Raukawa Trust Board was formally recognised as an iwi authority and began to provide government funded services.

3 ACKNOWLEDGEMENTS AND APOLOGY

ACKNOWLEDGEMENTS

- 3.1 The Crown has previously acknowledged that its representatives and advisers acted unjustly and in breach of the Treaty of Waitangi in its dealings with the Kīngitanga, which included Raukawa, in sending its forces across the Mangatawhiri in July 1863, and occupying and subsequently confiscating land in the Waikato region, and these actions resulted in Raukawa being unfairly labelled as rebels.
- 3.2 The Crown hereby recognises those grievances and acknowledges that it has failed for many years to deal with the remaining longstanding grievances of Raukawa in an appropriate way and that recognition of those grievances is long overdue. Accordingly it now makes the following further acknowledgements:
- 3.3 The Crown acknowledges:
- 3.3.1 that after it sent armed forces into the Waikato in 1863, Raukawa was drawn into the fighting through their whakapapa connections and links to the Kīngitanga and, especially, after Crown troops attacked the unfortified village of Rangiaowhia on 20 February 1864;
 - 3.3.2 that Raukawa suffered a prolonged period of disruption during the armed conflicts of the 1860s, suffering loss of life and destruction of property during the first Taranaki war of 1860 and 1861, the Waikato war of 1863-1864, and the conflict in Tauranga in 1864 and 1867;
 - 3.3.3 that the final battle in the Waikato war took place in the Raukawa rohe when Crown troops attacked the pā fortified by Raukawa and other iwi at Ōrākau between 31 March and 2 April 1864 killing over 80 Māori during the battle and when fleeing the pā;
 - 3.3.4 that during the wars of the 1860s Raukawa lost prominent leaders, which had a severe impact on the social structure, and rangatiratanga of Raukawa, and on the strength of Raukawa as a people; and
 - 3.3.5 the sense of grievance suffered by Raukawa and the distress to generations of Raukawa who felt they were unfairly considered to be rebels during the 1860s.
- 3.4 The Crown also acknowledges that:
- 3.4.1 Raukawa hapū suffered loss of life when the Crown attacked Pukehinahina and Te Ranga in 1864;
 - 3.4.2 it was ultimately responsible for extending the conflict in the Waikato to Tauranga, for the battles at Pukehinahina and Te Ranga in 1864, and the resulting loss of life, and its actions were in breach of the Treaty of Waitangi and its principles; and
 - 3.4.3 when Crown forces attacked Māori during the “Bush Campaigns” inland of Tauranga in 1867 they destroyed kainga and cultivations thereby forcing

2: HISTORICAL ACCOUNT

Raukawa living in the area to flee their homes and this conduct was unreasonable and breached the Treaty of Waitangi and its principles.

- 3.5 In addition to the compulsory extinguishment of Raukawa interests in Waikato land confiscated in 1865, the Crown also acknowledges that:
- 3.5.1 the compensation court did not sit in the southern most part of the Waikato Raupatu block and later reserves granted in this area were not awarded to Raukawa hapū. As a result Raukawa was not awarded any land in this area and became alienated from those lands and resources;
 - 3.5.2 its confiscation of land in the Tauranga confiscation district compulsorily extinguished customary interests in that land including those of Raukawa and this was unjust and breached the Treaty of Waitangi and its principles; and
 - 3.5.3 the prejudicial effect of the confiscation was compounded by the delay in returning land in the Tauranga area to Raukawa hapū with claims to the land.
- 3.6 The Crown acknowledges that its armed conflict with a leader from another iwi, which spread into the Raukawa rohe during 1869 and 1872, created tensions between and caused disruption for Raukawa hapū.
- 3.7 The Crown acknowledges that:
- 3.7.1 it did not consult Raukawa prior to the introduction of the native land laws; and
 - 3.7.2 the operation and impact of the native land laws, in particular the award of land to individual Raukawa and the enabling of individuals to deal with that land without reference to iwi or hapū, made those lands more susceptible to partition, fragmentation and alienation. This undermined the traditional tribal structures, mana and rangatiratanga of Raukawa, which were based on collective tribal and hapū custodianship of the land. The Crown failed to protect those collective tribal structures which had a prejudicial effect on Raukawa and was a breach of the Treaty of Waitangi and its principles.
- 3.8 The Crown also acknowledges that:
- 3.8.1 Raukawa did not fully participate in the 1868 Native Land Court hearings for Maungatautari as they were held at a time when the Crown had not negotiated peace with Raukawa and other Kīngitanga iwi following the armed conflict of 1863-1864 in the Waikato and 1864 and 1867 in Tauranga;
 - 3.8.2 Raukawa used legal processes to challenge the exclusion of their tupuna, Raukawa, from the tūpuna of the Taupō-nui-a-Tia block, but their appeals were unsuccessful; their sense of grievance remains to this day;
 - 3.8.3 until 1883 native land laws did not penalise those who made payments for Māori land before the Native Land Court had determined title to that land. Such payments could commit Raukawa landowners to Native Land Court title investigations that they did not want and to sell land to pay for surveys and associated court and legal costs including living expenses to attend hearings; and

2: HISTORICAL ACCOUNT

- 3.8.4 Raukawa has a longstanding grievance about the extent of land acquired by private interests who paid money in the late 1870s and early 1880s for Māori land before title had been awarded for that land.
- 3.9 The Crown acknowledges:
- 3.9.1 Raukawa, as part of the Kīngitanga, sought to retain control and ownership of Māori land within Te Rohe Pōtae by opposing the construction of roads, surveys, and the introduction of the Native Land Court up until the early 1880s; and
- 3.9.2 the sense of grievance held by Raukawa regarding the Crown's attempts in the 1870s to encourage Raukawa to detach itself from the authority of the Māori King by funding the construction of roads and surveys and introducing the Native Land Court into the Raukawa rohe.
- 3.10 The Crown acknowledges that:
- 3.10.1 Crown and private purchases led to the alienation of more than three quarters of the landholdings of Raukawa by 1910; and
- 3.10.2 the cumulative effect of the Crown's actions and omissions, particularly its failure to actively protect the interests of Raukawa in the land it wished to retain, left Raukawa virtually landless by the mid-twentieth century. The Crown's failure to ensure Raukawa had sufficient land for their present and future needs was a breach of the Treaty of Waitangi and its principles.
- 3.11 The Crown acknowledges that in 1915 it gifted 20,000 acres of land in the Pouakani block to an iwi with no ancestral ties to the area and this gift exacerbated the grievance that Raukawa continue to feel today about the earlier loss of their interests in the Pouakani lands.
- 3.12 The Crown acknowledges that the loss of land had a negative impact on the ability of Raukawa to participate in new economic opportunities and challenges emerging within their rohe in the twentieth century.
- 3.13 The Crown acknowledges that it did not recognise the iwi status of Raukawa until the late twentieth century and this failure to respect the rangatiratanga of Raukawa created an ongoing grievance.

3: ACKNOWLEDGEMENTS AND APOLOGY

APOLOGY

- 3.14 The Crown makes this apology to Raukawa, to their ancestors and to their descendants.
- 3.15 The Crown profoundly regrets and unreservedly apologises to Raukawa for its actions and omissions that led to the virtual landlessness of Raukawa in the Waikato, and which caused suffering and hardship to generations of Raukawa.
- 3.16 The Crown deeply regrets its actions during the New Zealand wars of the 1860s, which resulted in the loss of life and was destructive and demoralising to Raukawa.
- 3.17 The Crown apologises for its past failures to acknowledge the mana and rangatiratanga of Raukawa and looks forward to building an enduring relationship of mutual trust and cooperation with Raukawa that is based on respect for the Treaty of Waitangi and its principles.

4 SETTLEMENT

ACKNOWLEDGEMENTS

- 4.1 Each party acknowledges that:
- 4.1.1 the other parties have acted honourably and reasonably in relation to the settlement; but
 - 4.1.2 full compensation of Raukawa is not possible;
 - 4.1.3 Raukawa intend their foregoing of full compensation to contribute to New Zealand's development; and
 - 4.1.4 the settlement is intended to enhance the ongoing relationship between Raukawa and the Crown (in terms of the Treaty of Waitangi, its principles, and otherwise).
- 4.2 Raukawa acknowledge that, taking all matters into consideration (some of which are specified in clause 4.1), the settlement is fair in the circumstances.

CROWN ACKNOWLEDGEMENT RELATING TO FURTHER REDRESS

- 4.3 The Crown acknowledges that, even though the historical claims are settled by this deed and the settlement legislation:
- 4.3.1 Raukawa will not have received full redress until Raukawa are provided with a right of first refusal in relation to a disposal by the Crown of the Bed of Lake Atiamuri; and
 - 4.3.2 the Crown will negotiate in good faith with Raukawa to provide such a right, to be shared with other iwi.

SETTLEMENT

- 4.4 Therefore, on and from the settlement date:
- 4.4.1 the historical claims are settled;
 - 4.4.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and
 - 4.4.3 the settlement is final.
- 4.5 Except as provided in this deed or the settlement legislation, the parties' rights and obligations remain unaffected.
- 4.6 Without limiting clause 4.5, nothing in this deed or the settlement legislation will:
- 4.6.1 extinguish or limit any aboriginal title or customary right that Raukawa may have; or
 - 4.6.2 constitute or imply, an acknowledgement by the Crown that any aboriginal title, or customary right, exists; or

4: SETTLEMENT

- 4.6.3 except as provided in this deed or the settlement legislation:
- (a) affect a right that Raukawa may have, including a right arising:
 - (i) from the Treaty of Waitangi or its principles; or
 - (ii) under legislation; or
 - (iii) at common law (including in relation to aboriginal title or customary law); or
 - (iv) from a fiduciary duty; or
 - (v) otherwise; or
 - (b) be intended to affect any action or decision under the deed of settlement between Māori and the Crown dated 23 September 1992 in relation to Māori fishing claims; or
 - (c) affect any action or decision under any legislation and, in particular, under legislation giving effect to the deed of settlement referred to in clause 4.6.3(b), including:
 - (i) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; or
 - (ii) the Fisheries Act 1996; or
 - (iii) the Maori Fisheries Act 2004; or
 - (iv) the Maori Commercial Aquaculture Claims Settlement Act 2004.

4.7 Clause 4.6 does not limit clause 4.4.

REDRESS

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

4.8.1 is intended to benefit Raukawa collectively; but

4.8.2 may benefit particular members, or particular groups of members, of Raukawa if the governance entity so determines in accordance with the governance entity's procedures.

IMPLEMENTATION

4.9 The settlement legislation will:

4.9.1 on the terms provided by part 3 of the legislative matters schedule settle the historical claims;

4.9.2 on the terms provided by part 4 of the legislative matters schedule:

- (a) exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement;

4: SETTLEMENT

- (b) provide that the legislation referred to in paragraph 4.4 of the legislative matters schedule does not apply:
 - (i) to a cultural redress property, a cultural early release property, a purchased commercial property if settlement of that property has been effected, a purchased deferred selection property if settlement of that property has been effected, or any RFR land; or
 - (ii) for the benefit of Raukawa or a representative entity;
- (c) require any resumptive memorial to be removed from a certificate of title to, or a computer register for, a cultural redress property, a cultural early release property, a purchased commercial property if settlement of that property has been effected, a purchased deferred selection property if settlement of that property has been effected, or any RFR land;

4.9.3 on the terms provided by part 14 of the legislative matters schedule:

- (a) provide that the rule against perpetuities and the Perpetuities Act 1964 does not:
 - (i) apply to a settlement document; or
 - (ii) prescribe or restrict the period during which:
 - (I) the trustees of the Raukawa Settlement Trust, being the governance entity, may hold or deal with property; and
 - (II) the Raukawa Settlement Trust may exist; and
- (b) require the Secretary for Justice to make copies of this deed publicly available.

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

5 CULTURAL REDRESS

OVERLAY CLASSIFICATION

- 5.1 The settlement legislation will, on the terms provided by part 5 of the legislative matters schedule:
- 5.1.1 declare the following sites are subject to an overlay classification:
 - (a) Wharepūhunga (as shown on deed plan OTS-113-16);
 - (b) Pureora o Kahu (as shown on deed plan OTS-113-15);
 - 5.1.2 provide the Crown's acknowledgement of the statement of Raukawa values in relation to each site;
 - 5.1.3 require the New Zealand Conservation Authority, or a relevant conservation board:
 - (a) when considering any conservation management strategy, conservation management plan, or national park management plan, in relation to a site, to have particular regard to the statement of Raukawa values, and the protection principles, for that site; and
 - (b) before approving any conservation management strategy, conservation management plan, or national park management plan in relation to a site, to:
 - (i) consult with the governance entity; and
 - (ii) have particular regard to its views as to the effect of the strategy or plan on Raukawa values, and the protection principles, for that site;
 - 5.1.4 require the New Zealand Conservation Authority to give the governance entity an opportunity to make submissions to it, if the governance entity has significant concerns about a draft conservation management strategy in relation to either site;
 - 5.1.5 require the Director-General of Conservation to take action in relation to the protection principles; and
 - 5.1.6 enable the making of regulations and bylaws in relation to the site.
- 5.2 The statement of Raukawa values, the protection principles and the Director-General's actions are set out in part 1 of the documents schedule.

5: CULTURAL REDRESS

**STATUTORY ACKNOWLEDGEMENT AND GEOTHERMAL STATUTORY
ACKNOWLEDGEMENT**

5.3 The settlement legislation will, on the terms provided by part 6 of the legislative matters schedule:

5.3.1 provide the Crown's acknowledgement of the statements by Raukawa of their particular cultural, spiritual, historical and traditional association with the following areas or geothermal resource (as the case may be):

- (a) Titirapunga (as shown on deed plan OTS-113-31);
- (b) Arahiwi Scenic Reserve (as shown on deed plan OTS-113-22);
- (c) Waihou River Marginal Strip (as shown on deed plan OTS-113-23);
- (d) Arapuni Scenic Reserve (as shown on deed plan OTS-113-04);
- (e) Part Kaimai Mamaku Conservation Park (as shown coloured yellow on deed plan OTS-113-17);
- (f) Part Pureora Conservation Park (as shown coloured yellow on deed plan OTS-113-21);
- (g) Kaahu Scenic Reserve (as shown on deed plan OTS-113-06);
- (h) the Crown-owned parts of the following rivers:
 - (i) Waikato River and its tributaries (as shown on deed plan OTS-113-20);
 - (ii) Waihou River and its tributaries (as shown on deed plan OTS-113-18); and
 - (iii) Pūniu River and its tributaries (as shown on deed plan OTS-113-19);
- (i) the lakes:
 - (i) Lake Arapuni (as shown on deed plan OTS-113-24);
 - (ii) Lake Atiamuri (as shown on deed plan OTS-113-28);
 - (iii) Lake Karapiro (as shown on deed plan OTS-113-30);
 - (iv) Lake Maraetai (as shown on deed plan OTS-113-26);
 - (v) Lake Ohakuri (as shown coloured yellow on deed plan OTS-113-29);
 - (vi) Lake Waipapa (as shown on deed plan OTS-113-25); and
 - (vii) Lake Whakamaru (as shown on deed plan OTS-113-27);
- (j) the geothermal resource:
 - (i) Okauia geothermal field (as shown on deed plan OTS-113-32);

5: CULTURAL REDRESS

- (ii) Taihoa geothermal field (as shown on deed plan OTS-113-32);
 - (iii) Okoroire geothermal field (as shown on deed plan OTS-113-32);
 - (iv) Mangakino geothermal field (as shown on deed plan OTS-113-32);
 - (v) Atiamuri geothermal field (as shown on deed plan OTS-113-32);
 - (vi) Whakamaru Hot Beach geothermal field (as shown on deed plan OTS-113-32); and
 - (vii) Ongaroto geothermal field (as shown on deed plan OTS-113-32);
- 5.3.2 provide the Crown's acknowledgement of the statements by Raukawa of the particular cultural, spiritual, historical and traditional associations which arise through their tupuna, Te Kohera, regarding Te Kohera - Kawakawa Bay (OTS-113-35);
- 5.3.3 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 and the Environment Court to have regard to the geothermal statutory acknowledgement;
 - (c) 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
 - (d) relevant consent authorities to record the statutory acknowledgement and the geothermal statutory acknowledgement on certain statutory planning documents under the Resource Management Act 1991;
- 5.3.4 enable the governance entity, and any member of Raukawa, to cite the statutory acknowledgement and the geothermal statutory acknowledgement as evidence of the Raukawa association with an area;
- 5.3.5 enable the governance entity to waive the rights specified in clause 5.3.3 in relation to all or any part of the areas by written notice to the relevant consent authority, the Environment Court or the New Zealand Historic Places Trust (as the case may be); and
- 5.3.6 require that any notice given pursuant to clause 5.3.5 include a description of the extent and duration of any such waiver of rights.

5: CULTURAL REDRESS

DEEDS OF RECOGNITION

- 5.4 The Crown must, by or on the settlement date, provide the governance entity with a copy of each of the following:
- 5.4.1 a deed of recognition, signed by the Minister of Conservation and the Director-General of Conservation, in relation to the following areas:
- (a) Arahiwi Scenic Reserve (as shown on deed plan OTS-113-22);
 - (b) Arapuni Scenic Reserve (as shown on deed plan OTS-113-04);
 - (c) Kaahu Scenic Reserve (as shown on deed plan OTS-113-06);
 - (d) Waihou River Marginal Strip (as shown on deed plan OTS-113-23);
 - (e) Waikato River and its tributaries (as shown on deed plan OTS-113-20);
 - (f) Waihou River and its tributaries (as shown on deed plan OTS-113-18);
and
 - (g) Pūniu River and its tributaries (as shown on deed plan OTS-113-19);
- 5.4.2 a deed of recognition, signed by the Commissioner of Crown Lands, in relation to:
- (a) Waikato River and its tributaries (as shown on deed plan OTS-113-20);
 - (b) Waihou River and its tributaries (as shown on deed plan OTS-113-18);
and
 - (c) Pūniu River and its tributaries (as shown on deed plan OTS-113-19);
and
 - (d) the following lakes:
 - (i) Lake Arapuni (as shown on deed plan OTS-113-24);
 - (ii) Lake Atiamuri (as shown on deed plan OTS-113-28);
 - (iii) Lake Karapiro (as shown on deed plan OTS-113-30);
 - (iv) Lake Maraetai (as shown on deed plan OTS-113-26);
 - (v) Lake Ohakuri (as shown coloured yellow on deed plan OTS-113-29);
 - (vi) Lake Waipapa (as shown on deed plan OTS-113-25); and
 - (vii) Lake Whakamaru (as shown on deed plan OTS-113-27).
- 5.5 Each area that a deed of recognition relates to includes only those parts of the area owned and managed by the Crown.
- 5.6 A deed of recognition will provide that the Minister of Conservation and the Director-General of Conservation, or the Commissioner of Crown Lands, as the case may be, must, if undertaking certain activities within an area that the deed relates to:
- 5.6.1 consult the governance entity; and

5: CULTURAL REDRESS

- 5.6.2 have regard to its views concerning the Raukawa association with the area as described in a statement of association.

FORM AND EFFECT OF DEEDS OF RECOGNITION

- 5.7 Each deed of recognition will be:
- 5.7.1 in the form in the documents schedule; and
- 5.7.2 issued under, and subject to, the terms provided by part 6 of the legislative matters schedule.
- 5.8 A failure by the Crown to comply with a deed of recognition is not a breach of this deed of settlement.

CULTURAL REDRESS PROPERTIES

- 5.9 The settlement legislation will vest in the governance entity on the settlement date:

In fee simple

- 5.9.1 the fee simple estate in each of the following sites:
- (a) Whakakahonui (as shown on deed plan OTS-113-09); and
- (b) Whakamaru Hydro Village site (as shown on deed plan OTS-113-08);

In fee simple subject to a right of way easement

- 5.9.2 the fee simple estate in the following site, 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 site in the form in the documents schedule:
- (a) Te Tuki (as shown on deed plan OTS-113-03);

As a historic reserve

- 5.9.3 the fee simple estate in each of the following sites as a historic reserve, with the governance entity as the administering body:
- (a) Whenua ā-kura (as shown on deed plan OTS-113-02);
- (b) Pureora (as shown on deed plan OTS-113-05); and
- (c) Whakamaru (Site B) (as shown B on deed plan OTS-113-07);

As a recreation reserve

- 5.9.4 the fee simple estate in the following site as a recreation reserve, with the governance entity as the administering body:
- (a) Whakamaru (Site A) (as shown A on deed plan OTS-113-07);

5: CULTURAL REDRESS

As a local purpose reserve

- 5.9.5 the fee simple estate in the following site as a local purpose (community use) reserve, with the governance entity as the administering body:
- (a) Korakonui (as shown on deed plan OTS-113-33), subject to the governance entity entering into a management agreement with the Korakonui Community Hall Committee Incorporated which will enable the reasonable and continued use of the Korakonui Public Hall by the Korakonui community and protect the governance entity from any undue burden arising from the upkeep and maintenance of the Korakonui Public Hall.
- 5.10 The settlement legislation will provide that clause 5.9.3(b) is subject to the governance entity complying with paragraph 9.3 of the legislative matters schedule.
- 5.11 Each cultural redress property is to be:
- 5.11.1 as described in part 18 of the legislative matters schedule; and
 - 5.11.2 vested on the terms provided by:
 - (a) parts 8, 9 and 10 of the legislative matters schedule; and
 - (b) part 2 of the property redress schedule; and
 - 5.11.3 subject to any encumbrances, or other documentation, in relation to that property:
 - (a) required by clause 5.9 to be provided by the governance entity; or
 - (b) required by the settlement legislation; and
 - (c) referred to in part 8 and 18 of the legislative matters schedule.

CULTURAL EARLY RELEASE PROPERTIES

- 5.12 The Crown will transfer to the governance entity the fee simple estate in the cultural early release properties listed below and as described in part 10 of the property redress schedule, as soon as reasonably practicable following the date of this deed, on the cultural transfer terms:
- 5.12.1 Domain Road property (as shown on deed plan OTS-113-36), subject to the governance entity providing a registrable right to convey water as an easement in gross to the South Waikato District Council in relation to that property in the form set out in part 4.4 of the documents schedule;
 - 5.12.2 Tirau Street site (as shown on deed plan OTS-113-13); and
 - 5.12.3 Bridge Street site (as shown on deed plan OTS-113-14).

5: CULTURAL REDRESS

NEW AND ALTERED GEOGRAPHIC NAMES

5.13 The settlement legislation will, on the terms provided by part 7 of the legislative matters schedule, from the settlement date:

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

New geographic name	Location (NZTopo50 map and grid references)	Geographic feature type
Whenua ā-kura	BD36 577054	Historic site
Whatawhata	BD35 519064	Historic site

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

Existing geographic name (gazetted, recorded or local)	Altered geographic name	Location (NZTopo50 map and grid references)	Geographic feature type
Omahine Stream	Māhina-a-rangi Stream	BD36 577054 to BD35 519064	Stream

CULTURAL FUND

5.14 The Crown will pay to the governance entity on the payment date, a cash payment of \$3,000,000.00 (plus GST, if any).

5.15 The payment under clause 5.14 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 some or all of such amount to assist the governance entity to negotiate the sale of or access arrangements to sites of significance situated on private land within the Raukawa rohe.

POU WHENUA FUND

5.16 The Crown will pay to the governance entity on the payment date a cash payment of \$50,000.00. 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 some or all of such amount to the creation and erection of pou whenua at sites of significance to Raukawa.

MAUNGATAUTARI

5.17 The Crown acknowledges that Maungatautari is of significant cultural, historical and spiritual importance to Raukawa.

5.18 Raukawa and the Crown acknowledge that Maungatautari is also of significant cultural, historical, and spiritual importance to other iwi.

5: CULTURAL REDRESS

- 5.19 Raukawa and the Crown agree that as part of the cultural redress to be provided under this deed:
- 5.19.1 the Crown will work with the governance entity and mandated representatives of other iwi who have interests in Maungatautari to agree arrangements to recognise those interests, including those of Raukawa; and
- 5.19.2 any agreement reached regarding the Crown-owned land at Maungatautari for the benefit of iwi who have interests in Maungatautari may be given effect through a deed of settlement.

WAIHOU RIVER NEGOTIATIONS

- 5.20 The Crown is in Treaty settlement negotiations with the Hauraki Collective and is in the very early stages of exploring co-governance arrangements in respect of the Waihou River.
- 5.21 The Crown acknowledges that Raukawa have interests in the Waihou River within the area shown on deed plan OTS-113-18 which is of significant cultural, historical and spiritual importance to the iwi.
- 5.22 The Crown's policy is to develop single mechanisms for redress over natural resources that are designed to accommodate all iwi with interests in the redress.
- 5.23 The Crown agrees that in developing any co-governance arrangement for the Waihou River in the Hauraki Collective settlement it will work with Raukawa to ensure that any proposal for such redress includes appropriate arrangements for the interests of Raukawa within the area shown on deep plan OTS-113-18.

UPPER WAIKATO RIVER CO-MANAGEMENT ARRANGEMENTS

- 5.24 The Crown and the governance entity entered into a Deed in Relation to a Co-management Framework for the Waikato River on 17 December 2009 (the **co-management deed**).
- 5.25 Pursuant to clause 13.11 of the co-management deed, the Crown and the governance entity acknowledged and agreed that:
- 5.25.1 Raukawa have interests in the Waipa River catchment (predominantly in the Wharepūhunga block);
- 5.25.2 the Crown has been negotiating with Maniapoto as to how the co-management framework in the co-management deed may apply to the Waipa River and its catchment; and
- 5.25.3 if the co-management framework in the co-management deed is extended to cover the entire Waipa River and catchment as a result of the negotiations with Maniapoto, the Crown and Raukawa will meet and discuss whether any amendments are required to the co-management deed as a result.
- 5.26 The Crown signed a deed with Maniapoto on 27 September 2010, by which the Crown agreed to extend the co-management arrangements for the Waikato River to the entire Waipa River and catchment.
- 5.27 The Crown and the governance entity have therefore been considering what

5: CULTURAL REDRESS

amendments are required to the co-management deed as a consequence of the deed between the Crown and Maniapoto.

- 5.28 The Crown and the governance entity agree that it is likely that the modifications to the co-governance deed will need to be provided for through legislation or amendments to current legislation. If, at the time that those modifications to the co-governance deed are agreed by the Crown and Raukawa, it is reasonably practicable for the modifications to be included in the draft settlement legislation, then the Crown will provide for those modifications in the draft settlement legislation.
- 5.29 Any modifications that are included in the draft settlement legislation will be limited in their effect to the interests of Raukawa within the Wharepūhanga Block and the Korakonui Block unless otherwise agreed with Maniapoto.

STATEMENTS OF ASSOCIATION

- 5.30 The documents schedule includes statements by Raukawa that record their particular cultural, spiritual, historical and traditional association with:
- 5.30.1 the geothermal field known as Horohoro geothermal field (as shown coloured yellow on deed plan OTS-113-37); and
- 5.30.2 Lake Ohakuri (as shown coloured yellow and red on deed plan OTS-113-29).
- 5.31 The parties acknowledge that the statements referred to in clause 5.30 do not form part of the cultural redress provided under this deed.

CULTURAL REDRESS GENERALLY NON-EXCLUSIVE

- 5.32 The Crown may do anything that is consistent with the cultural redress, including entering into, and giving effect to, another settlement that provides for the same or similar cultural redress. Without limitation, the governance entity acknowledges that this may include the Crown providing to Maniapoto and others as redress an overlay classification over that site known as Pureora o Kahu (as shown on deed plan OTS-113-15) and the governance entity will not object to or otherwise oppose the provision of such an overlay classification to Maniapoto.
- 5.33 Clause 5.32 is not an acknowledgement by Raukawa or the Crown that any other iwi or group has interests in relation to land or an area to which any cultural redress relates.

6 FINANCIAL AND COMMERCIAL REDRESS

FINANCIAL REDRESS

- 6.1 The Crown must pay the governance entity on the payment date the balance financial redress amount of \$21,143,000.00, being the financial redress amount of \$50,000,000.00 from which the Crown has deducted the CNI on-account value of \$28,857,000.00.
- 6.2 The Crown will pay the governance entity on the settlement date a further cash payment of \$533,000.00 (plus GST, if any).

COMMERCIAL PROPERTIES

- 6.3 The governance entity may at any time within 120 business days of the date of this deed give written notice to the Crown of its interest to purchase the commercial properties, and subject to, the terms and conditions in parts 4 and 7 of the property redress schedule.
- 6.4 The transfer by the Crown to the governance entity of a purchased commercial property is to be on the terms and conditions in part 7 of the property redress schedule.
- 6.5 The transfer of each purchased commercial property will be:
- 6.5.1 subject to, and where applicable with the benefit of, the encumbrances provided in the disclosure information in relation to that property; and
 - 6.5.2 in the case of the licensed land if required by the Crown, in addition to any encumbrances referred to in clause 6.5.1, also subject to:
 - (a) the governance entity providing to the Crown before the registration of the transfer for the licensed land, a right of way easement in gross on the terms and conditions set out as "type A" in part 4 of the documents schedule (subject to any variations in form necessary only to ensure its registration); and
 - (b) the Crown providing to the governance entity before the registration of the transfer for the licensed land, a right of way easement on the terms and conditions set out as "type B" in part 4 of the documents schedule (subject to any variations in form necessary only to ensure its registration); and
 - (c) the parties to the easements referred to in clause 6.5.2(a) and (b) being bound by the easement terms from the actual TP settlement date.

6: FINANCIAL AND COMMERCIAL REDRESS

LICENSED LAND

- 6.6 The settlement legislation will, on the terms provided by part 12 of the legislative matters schedule, provide for the following in relation to the commercial property that is licensed land, if it is selected for transfer on settlement date in accordance with paragraph 4.3 of part 4 of the property redress schedule:
- 6.6.1 its transfer by the Crown to the governance entity;
 - 6.6.2 it to cease to be Crown forest land upon registration of the transfer;
 - 6.6.3 the governance entity to be, from the actual TP settlement date, in relation to the licensed land:
 - (a) a confirmed beneficiary under clause 11.1 of the Crown forestry rental trust deed; and
 - (b) entitled to the rental proceeds since the commencement of the Crown forestry licence;
 - 6.6.4 the Crown to give notice under section 17(4)(b) of the Crown Forest Assets Act 1989 terminating the Crown forestry licence, in so far as it relates to the licensed land, at the expiry of the period determined under that section, as if:
 - (a) the Waitangi Tribunal had made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the licensed land to Māori ownership; and
 - (b) the Waitangi Tribunal's recommendation became final on settlement date;
 - 6.6.5 the governance entity to be the licensor under the Crown forestry licence, as if the licensed land had been returned to Māori ownership on the settlement date under section 36 of the Crown Forest Assets Act 1989, but without section 36(1)(b) applying; and
 - 6.6.6 for rights of access to areas that are wāhi tapu.

DEFERRED SELECTION PROPERTIES

- 6.7 The governance entity may at any time from the settlement date until the end of the deferred selection period, purchase the deferred selection properties described in table one of part 5 of the property redress schedule on, and subject to, the terms and conditions in parts 6 and 7 of the property redress schedule.
- 6.8A If the Land Holding Agency for the school sites and the governance entity have not reached agreement on the final template form of the Crown leaseback for the school sites to replace the form currently attached under Part 5 of the Documents Schedule, within 60 business days of the date of this deed, then the Crown may at any time after that date give written notice to the governance entity advising it that none of the school sites are available for selection by the governance entity under clause 6.7. To avoid doubt, the governance entity will continue to have a right of first refusal in relation to these school sites in accordance with clause 6.15.

6: FINANCIAL AND COMMERCIAL REDRESS

- 6.8 In the event that any of the school sites become surplus to the land holding agency's requirements, then the Crown may, at any time during the deferred selection period and before the governance entity has given notice of interest to the Crown in accordance with paragraph 6.1 of the property redress schedule, give written notice to the governance entity advising it that a school site or sites are no longer available for selection by the governance entity in accordance with clause 6.7. To avoid doubt, the governance entity will continue to have a right of first refusal in relation to the school sites in accordance with clause 6.15.
- 6.9 In relation to that deferred selection property described as Waikeria Prison in table one of part 5 of the property redress schedule:
- 6.9.1 the Crown acknowledges that Maniapoto has a significant interest in Waikeria Prison and the governance entity acknowledges that its right of deferred selection set out in clause 6.7 in relation to Waikeria Prison is subject to the governance entity first obtaining the written consent of the Maniapoto entity; and
- 6.9.2 for the avoidance of doubt, the legal description for Waikeria Prison (in part 5 of the property redress schedule) excludes the area shown in blue in the plan in part 3 of the attachments, as that area is subject to road taking action by the Otorohanga District Council; and
- 6.9.3 if, at any time during the deferred selection period and before the governance entity has given notice of interest to the Crown in accordance with paragraph 6.1 of the property redress schedule, the chief executive of the Department of Corrections decides that all or part of Waikeria Prison is surplus to the Department's requirements, the chief executive will, as soon as reasonably practicable, give written notice to the governance entity and the Maniapoto entity advising them that:
- (a) the part or all of Waikeria Prison declared surplus is no longer available for selection by the governance entity in accordance with clause 6.7; and
- (b) the part or all of Waikeria Prison declared surplus will be subject to section 40 of the Public Works Act 1981;
- 6.9.4 to avoid doubt, the governance entity will continue to have a right of first refusal in relation to the Waikeria Prison, in accordance with clause 6.17.
- 6.10 Each of the deferred selection properties with a "Yes" in the 'Leaseback' column in the tables in part 5 of the property redress schedule are to be leased back to the Crown, immediately after its purchase by the governance entity. As the leases to be agreed will each be a registrable ground lease of the property, the governance entity will be purchasing only the bare land, the ownership of the improvements remaining unaffected by the purchase.

OTHER RAUKAWA HAPŪ

- 6.11 Raukawa have indicated to the Crown that groups with hapū in common with Raukawa may also seek redress in relation to one or more of the following deferred selection properties or RFR land:
- 6.11.1 Tauri Block (deferred selection property);

6: FINANCIAL AND COMMERCIAL REDRESS

- 6.11.2 SH 32, Tīhoi (deferred selection property);
 - 6.11.3 Kākāhō Road (deferred selection property);
 - 6.11.4 Arataki Road (deferred selection property).
 - 6.11.5 Tirohanga School (RFR land); and
 - 6.11.6 Marotiri School (RFR land).
- 6.12 The governance entity may relinquish its right to receive the identified redress in relation to any one or more of the deferred selection properties or RFR land listed in clause 6.11, on the terms set out in paragraph 13.22 of the legislative matters schedule or paragraph 6.1B of the property redress schedule (as the case may be).

UNLICENSED LAND

- 6.13 The settlement legislation will, on the terms provided by part 12 of the legislative matters schedule, provide for the following in relation to the deferred selection property that is unlicensed land, if the governance entity elects to purchase the unlicensed land in accordance with paragraph 6.3 of part 6 of the property redress schedule:
- 6.13.1 on the actual TP settlement date the unlicensed land ceases to be Crown forest land and any Crown forestry assets associated with that land cease to be Crown forestry assets; and
 - 6.13.2 for rights of access to areas that are wāhi tapu.

SETTLEMENT LEGISLATION

- 6.14 The settlement legislation will, on the terms provided by parts 11 and 12 of the legislative matters schedule, enable the transfer of the commercial properties and the deferred selection properties.

RFR FROM THE CROWN

- 6.15 The governance entity is to have a right of first refusal in relation to a disposal by the Crown of RFR land that, on the settlement date:
- 6.15.1 is vested in the Crown; or
 - 6.15.2 the fee simple for which is held by the Crown.
- 6.16 The right of first refusal is:
- 6.16.1 to be on the terms provided by part 13 of the legislative matters schedule; and
 - 6.16.2 in particular, to apply:
 - (a) for a term of 172 years from the settlement date; but
 - (b) only if the RFR land is not being disposed of in the circumstances provided by paragraphs 13.10 and 13.11 of the legislative matters schedule.

6: FINANCIAL AND COMMERCIAL REDRESS

- 6.17 In relation to that RFR land known as Waikeria Prison:
- 6.17.1 when the governance entity receives an offer by the RFR landowner to dispose of the RFR land the governance entity must, within 10 business days, notify the Maniapoto entity of the offer; and
 - 6.17.2 the governance entity may only accept an offer to dispose of the RFR land if the governance entity has provided to the RFR landowner a copy of the Maniapoto entity's consent to the governance entity's acceptance of the offer.
- 6.18 Raukawa and the Crown acknowledge that other iwi may seek to enter into arrangements in relation to that RFR land known as Waikeria Prison.

CROWN'S SUPPORT FOR ENHANCED RELATIONSHIP WITH MIGHTY RIVER POWER LIMITED

- 6.19 The Crown acknowledges that all land within the Raukawa rohe is of immense cultural significance being ancestral lands over which Raukawa exercises mana in accordance with Raukawa tikanga.
- 6.20 Mighty River owns and operates for the purposes of hydro electricity generation, hydro power stations along the Waikato River, within the Raukawa rohe.
- 6.21 The Crown acknowledges:
- 6.21.1 the importance to Raukawa of that part of the Waikato River within their rohe;
 - 6.21.2 that the people of New Zealand have benefited from the hydro electricity generation assets established on land alienated from Raukawa;
 - 6.21.3 the willingness, pragmatism and generosity of spirit, shown by Raukawa in agreeing to the redress in this deed to ensure the New Zealand public continue to benefit from Mighty River's hydro electricity generation assets; and
 - 6.21.4 Raukawa and Mighty River's desire to further develop their commercial relationship.
- 6.22 In recognition of the aspirations of Raukawa and Mighty River, the Crown agrees, through this settlement, to support the strengthening of commercial relations between Raukawa and Mighty River.
- 6.23 The Crown agrees to pay to the governance entity on the payment date \$8,000,000.00 (plus GST, if any). 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 some or all of such amount to enable it to further commercial arrangements in relation to Mighty River.
- 6.24 The parties to this deed acknowledge that recognition of the relationship between the governance entity and Mighty River by the Crown is not intended to:
- 6.24.1 affect any obligations Mighty River has under any legislation and/or its constitution; or

6: FINANCIAL AND COMMERCIAL REDRESS

- 6.24.2 create any interests or fetter any existing or future interests Mighty River has in relation to its operations over the Waikato River.

7 SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

SETTLEMENT LEGISLATION

- 7.1 Within 12 months after the date of this deed, the Crown will propose the draft settlement bill for introduction to the House of Representatives.
- 7.2 The draft settlement bill proposed for introduction must:
- 7.2.1 include all matters required by:
 - (a) this deed; and
 - (b) in particular, the legislative matters schedule; and
 - 7.2.2 be in a form that is satisfactory to the governance entity.
- 7.3 Raukawa and the governance entity will support the passage through Parliament of the settlement legislation.

SETTLEMENT CONDITIONAL

- 7.4 This deed, and the settlement, are conditional on the settlement legislation coming into force.
- 7.5 However, the following provisions of this deed are binding on its signing:
- 7.5.1 clauses 7.4 to 7.10;
 - 7.5.2 clauses 5.12, 5.14, 5.19, 6.1 and 6.23;
 - 7.5.3 part 8 of this deed; and
 - 7.5.4 paragraph 1.3, and parts 2 and 4 to 7, of the general matters schedule.

EFFECT OF THIS DEED

- 7.6 This deed:
- 7.6.1 is “without prejudice” until it becomes unconditional; and
 - 7.6.2 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.
- 7.7 Clause 7.6 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

7: SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

TERMINATION

- 7.8 The Crown or the governance entity may terminate this deed, by notice to the other, if:
- 7.8.1 the settlement legislation has not come into force within 30 months after the date of this deed; and
 - 7.8.2 the terminating party has given the other party at least 40 business days notice of an intention to terminate.
- 7.9 If this deed is terminated in accordance with its provisions, it:
- 7.9.1 (and the settlement) are at an end;
 - 7.9.2 does not give rise to any rights or obligations; and
 - 7.9.3 remains “without prejudice”.
- 7.10 The parties intend that if this deed does not become unconditional under clause 7.4:
- 7.10.1 any payments made by the Crown to the governance entity on the payment date will be taken into account in relation to any future settlement of the historical claims;
 - 7.10.2 any properties transferred by the Crown to the governance entity under clause 5.12 will be taken into account in relation to any future settlement of the historical claims; and
 - 7.10.3 the Crown may produce this deed to any Court or tribunal considering the quantum of any redress to be provided by the Crown in relation to any future settlement of the historical claim.

8 GENERAL, DEFINITIONS AND INTERPRETATION

GENERAL

- 8.1 The general matters schedule includes provisions in relation to:
- 8.1.1 the implementation of the settlement;
 - 8.1.2 the Crown's:
 - (a) payment of interest in relation to the settlement;
 - (b) tax indemnities in relation to redress;
 - 8.1.3 giving notice under this deed or a settlement document; and
 - 8.1.4 amending this deed.

HISTORICAL CLAIMS

- 8.2 In this deed, **historical claims**:
- 8.2.1 means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that Raukawa, 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 from the Treaty of Waitangi or its principles; under legislation; at common law, including aboriginal title or customary law; from fiduciary duty; or
 - (b) otherwise; and
 - (c) arises from, or relates to, acts or omissions before 21 September 1992:
 - (i) by, or on behalf of, the Crown; or
 - (ii) by or under legislation; and
 - 8.2.2 includes every claim to the Waitangi Tribunal to which clause 8.2.1 applies that relates exclusively to Raukawa or a representative entity, including the following claims:
 - (a) Wai 254 Ngāti Mōtai Lands claim; and
 - (b) Wai 255 Ngāti Mahana claim; and
 - (c) Wai 290 Whakaaratamaiti Block Inquiry claim; and
 - (d) Wai 389 Ngāti Raukawa Land and Resource claim; and
 - (e) Wai 443 Ngāti Raukawa claim; and

8: GENERAL, DEFINITIONS AND INTERPRETATION

- (f) Wai 538 Ngāti Whāita Land claim; and
 - (g) Wai 547 Pātetere, Huihuitahe and Pokaiwhenua claim; and
 - (h) Wai 557 Te Kaokaoroa o Pātetere claim; and
 - (i) Wai 667 Manutahi Block claim; and
 - (j) Wai 1340 Ngāti Mōtai claim; and
 - (k) Wai 1473 Ngāti Āhuru claim; and
 - (l) Wai 1474 Ngāti Mōtai and Ngāti Te Apunga claim; and
- 8.2.3 includes every other claim to the Waitangi Tribunal to which clause 8.2.1 applies, so far as it relates to Raukawa or a representative entity, including the following claims:
- (a) Wai 557 Te Kaokaoroa o Pātetere claim; and
 - (b) Wai 1472 Ngāti Wairangi claim.
- 8.3 However, **historical claims** does not include the following claims:
- 8.3.1 a claim that a member of Raukawa, or a whānau, hapū, or group referred to in clause 8.5.3, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in clause 8.5.1;
 - 8.3.2 a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 8.3.1; and
 - 8.3.3 any claims of a descendent of Raukawa in respect of the Waitangi Tribunal's Porirua ki Manawatu inquiry district.
- 8.4 To avoid doubt, clause 8.2.1 is not limited by clauses 8.2.2 or 8.2.3.

RAUKAWA

- 8.5 In this deed, **Raukawa** means:
- 8.5.1 the iwi of Raukawa, being the collective group composed of all those people who descend from Raukawa and affiliate to a Raukawa marae in the Waikato area;
 - 8.5.2 every individual referred to in clause 8.5.1;
 - 8.5.3 includes any iwi, hapū, whānau or group of individuals to the extent that iwi, hapū, whānau or group of individuals is composed of individuals referred to in clause 8.5.1; and
 - 8.5.4 does not include Ngāti Raukawa ki te Tonga.

8: GENERAL, DEFINITIONS AND INTERPRETATION

8.6 For the purposes of clause 8.5.1:

8.6.1 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 Raukawa tikanga (customary values and practices); and

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

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

RAUKAWA AREA OF ASSOCIATION MAP

8.7 The inclusion of the area of association map in the attachments to this deed does not constitute agreement or acknowledgement by the Crown that the map depicts a Raukawa tribal boundary or defines an area of mana whenua for Raukawa.

8.8 The Crown accepts that:

8.8.1 the area of association map has been compiled by Raukawa to encompass areas and sites that are important to Raukawa for a range of reasons including ancient historical connections through to events connected to their Treaty of Waitangi claims and Crown actions affecting the historical relationship between Raukawa and the Crown;

8.8.2 in some areas identified by Raukawa as being of importance to them:

- (a) Raukawa do not assert exclusive or predominant interests and acknowledge that in those areas other groups hold mana whenua; and
- (b) other groups assert exclusive or predominant mana whenua.

MANDATED NEGOTIATORS AND SIGNATORIES

8.9 In this deed:

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

- (a) Gaylene Te Ute Roberts, Hamilton, Iwi Environmental Manager;
- (b) John Taka Edmonds, Hamilton, Club Manager;
- (c) Vanessa Jonella Eparaima, Rotorua, Self Employed;
- (d) George Whakatoi Rangitutia, Tokoroa, Retired;

8: GENERAL, DEFINITIONS AND INTERPRETATION

- (e) Christopher Owen McKenzie, Tokoroa, Senior Ministerial Adviser; and
- (f) Cheryl Marie Pakuru, Tokoroa, Self Employed.

ADDITIONAL DEFINITIONS

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

INTERPRETATION

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

SIGNED as a deed on 2 June 2012

SIGNED for and on behalf of **RAUKAWA**
and the **RAUKAWA SETTLEMENT TRUST**
by the mandated signatories
in the presence of:

Gaylene Te Ute Roberts

John Taka Edmonds

Vanessa Jonella Eparaima

WITNESS

Name:

Christopher Owen McKenzie

Occupation:

Address:

Cheryl Marie Pakuru

WITNESS

Name:

George Whakatoi Rangitutia

Occupation:

Address:

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

The Minister for Treaty of Waitangi)
Negotiations, in the presence of:)

Hon Christopher Finlayson

The Minister of Finance)
only in relation to the tax indemnities given in)
Part 3 of the General Matters Schedule of)
this Deed, in the presence of:)

Hon Simon William English

WITNESS

Name:

Occupation:

Address:

Member of Parliament)
Te Tai Hauauru)

Hon Tariana Turia

Other witnesses / members of Raukawa who support the settlement

Other witnesses / members of Raukawa who support the settlement

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