

**TARANAKI WHĀNUI KI TE UPOKO O TE IKA**

**and**

**THE PORT NICHOLSON BLOCK SETTLEMENT TRUST**

**and**

**THE SOVEREIGN**

**In right of New Zealand**

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**DEED OF SETTLEMENT OF  
HISTORICAL CLAIMS**

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**DEED OF SETTLEMENT**

**THIS DEED** is made between

**TARANAKI WHĀNUI KI TE UPOKO O TE IKA**

**and**

**THE TRUSTEES** of the **PORT NICHOLSON BLOCK SETTLEMENT TRUST**

**and**

**THE SOVEREIGN** in right of New Zealand.

## KARAKIA

Purutia mai te tauru o te rangi

Kia tina! kia whena!

Kia toka te manawa ora!

Te manawa ihi, te manawa wehi

Te manawa tu tarewa i te rangi

Whakawatea te ara ki te uru

Whakawatea te ara ki te tonga

Whakawatea te ara mo nga aitanga

I pikau i te taumaha o te muru

Kua whakatau

Kua ea

Tuturu whakamoua kia tina

Hui e

Taiki e

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**MIHI**

He mihi poroporoaki ki a koutou ra, o nga heke, koutou i hunuku mai ki te Upoko o Te Ika. Ko Tataramoa tera, ko Nihoputa tera, ko Tama Te Uaua, ko Paukena tera i heke ai mai. Na koutou, nga kakano o nga iwi o Taranaki whanui i whakato i waenganui i nga pae maunga e karapoti nei i te Whanganui-a-Tara.

This is a farewell speech to our tupuna who travelled from Taranaki to Te Upoko o Te Ika in the three migrations – Tataramoa, Nihoputa and Tama Te Uaua-Paukena. It was they who begat the generations of Taranaki Whanui who live surrounded by the mountain ranges of this area known as Te Whanganui a Tara.

Titiro iho mai nei ki o koutou aitanga te kawē ra i nga auetanga o te muru me te raupatu.

Look down from above on your mokopuna who are carrying still the pain and injustice of the muru me te raupatu.

He maioha tenei ki a koutou, nga tokotoko, nga kuia, i u nga tahi ki te hiki te mana o Taranaki Whanui ki roto i te Upoko o Te Ika. Na o koutou kaha ka rewa ai te pouritanga i pehi mai i a tatou mai ra ano.

We acknowledge affectionately our many uncles and aunties who stood united to lodge the claim for the Port Nicholson Block on behalf of the descendants. It was through their strength and commitment to the long struggle that we have been lifted out from under the heavy cloak of gloom that oppressed us for so long.

Ma muri nei koutou e korero ai.

We talk about you still

Ma muri nei koutou e whakaaro ai.

We think about you still

No reira moe mai ra koutou i te moenga roa.

Rest in peace

Ka huri te mihi ki te tini me te mano o nga iwi e noho taura-here mai i Taranaki Titohea, ki te Upoko o te Ika, puta noa ki te ao. No naiane kua kitea te huarahi whakamua mo te mana whenua nei, ma Taranaki Whanui ki Te Upoko o te Ika.

Our thoughts now turn to the lineage lines, linked through sorrow and ties to our ancestral mountain, Taranaki and beyond. We now see the pathway forward. We can raise our heads and like our forebears, uphold the mana of Taranaki Whānui ki Te Upoko o Te Ika, proudly moving forward as one.

## **BACKGROUND**

### **TARANAKI WHĀNUI KI TE UPOKO O TE IKA STATEMENTS OF OCCUPATION**

The following text has been provided by Taranaki Whānui ki Te Upoko o Te Ika and describes their view of their association with the Port Nicholson Block prior to 1839.

#### **TARANAKI WHĀNUI KI TE UPOKO O TE IKA IN THE PORT NICHOLSON BLOCK BEFORE 1839**

##### **TAKIWĀ**

The takiwa for Taranaki Whānui ki te Upoko o te Ika was recounted to the New Zealand Company by the Rangatira Te Wharepouri in 1839 and followed the Māori tradition of marking a takiwa by tracing from headland to headland. The eastern boundary was established by the kainga at Mukamuka on the stream of the same name. The takiwa included the catchments of the Orongorongo, Wainuiomata, Te Awakairangi (Hutt) Rivers and Makara Stream along with Te Whanganui a Tara and the three islands in the harbour. The western boundary was established at Pipinui Point and included the pa of Ngutu Kaka on the North Western side.

##### **TAKE RAUPATU AND AHI KAA ROA**

The rights of Taranaki Whānui in Te Upoko o te Ika are based in tikanga Maori on take raupatu and ahi kaa roa as a result of the conquest of taua of the early 19<sup>th</sup> century followed by subsequent heke or migrations. The first of the main heke took place in 1822 from Taranaki to Te Upoko o Te Ika and was known as 'Tataramoa'.

The next heke of Taranaki people was called 'Nihoputa' and included a large group of Ngāti Tama, Ngāti Mutunga, and Te Atiawa.

The final heke from the Nga Motu (New Plymouth) were called Tama te Uaua and Paukena.

After the arrival of the Tama te Uaua and Paukena heke the influence of Rangatira grew. They assumed mana whenua in the Port Nicholson Block and built their papakainga, urupā and established cultivations and fishing areas.

After the arrival of the Tama te Uaua heke the mana whenua of the Taranaki tribes in Te Whanganui a Tara was firmly established.

The next major event in these turbulent times was the permanent departure of Ngāti Mutunga and Ngāti Tama to the Chatham Islands on the *Rodney* and the panui of land to their Te Atiawa kin.

The final event on tangata whenua relations was the agreement between Ngāti Kahungunu and Te Atiawa/Taranaki whānui to respect each other's rohe with a common boundary at the top of the Rimutaka Range.

#### **OCCUPATION, RIGHTS AND USE OF THE HARBOUR AND RESOURCES**

Te Whanganui a Tara (Wellington Harbour) and its foreshore were very important to Taranaki whānui with the key pā and kainga being situated close to the shores. Waka

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were the means of communication around the Harbour and up Te Awakairangi (Hutt River).

The islands of Matiu, Mokopuna and Makaro were strategic in the harbour for defence and communication. Their placement in the harbour provided vantage points of all pa sites and pathways in and out of Wellington. The residents on Matiu used the emerging fresh water outflow from the Hutt aquifer well before colonisation and that remains the case today. The people on the island were highly dependent on the resource of the Harbour.

The Harbour also provided important fisheries resources for tangata whenua. The name Pipitea celebrated that resource close to the pa. Shellfish abounded and a variety of fin fish fed on the abundant food stock of the Harbour.

The opening to the ocean provided for a variety of migratory fish in the Harbour including the great whales. The hundreds of waka seen around the Harbour when the New Zealand Company ships arrived were testament to the use of the Harbour.

The importance of the Harbour to Taranaki Whānui ki Te Upoko o Te Ika increased as trade was entered into early in the 19<sup>th</sup> century.

**OCCUPATION, RIGHTS AND USE OF THE LAND AND RESOURCES**

The traditional Māori occupation and use of this region was extensive. Archaeological evidence of this is still being discovered. Occupation patterns changed over time with the earliest people choosing strategic locations for fortified pā not too distant from the key food resources of both the ocean and the forests with fish and birds a key source of protein supplemented by marine mammals such as seals and whales.

Those who were in occupation of the Port Nicholson Block when the Treaty of Waitangi was signed and whose rights had been confirmed in tikanga Māori through raupatu or conquest and ahi kaa roa were Te Atiawa, Taranaki, Ngāti Ruanui and Ngāti Tama.

Based on the foregoing and by virtue of our association with the Port Nicholson Block since well before 1840, Taranaki Whānui ki Te Upoko o Te Ika assert mana whenua over the Port Nicholson Block.



## **1 INTRODUCTION**

### **TARANAKI WHĀNUI KI TE UPOKO O TE IKA**

- 1.1 The composition of Taranaki Whānui ki Te Upoko o Te Ika is set out in clauses 8.1 and 8.2.

### **HISTORICAL CLAIMS**

- 1.2 The historical claims of Taranaki Whānui ki Te Upoko o Te Ika that are settled in accordance with this deed are set out in clauses 8.3 to 8.6.

### **SETTLEMENT NEGOTIATIONS**

- 1.3 Taranaki Whānui ki Te Upoko o Te Ika gave PNBCT a deed of mandate to negotiate a deed of settlement with the Crown. This deed of mandate was submitted to the Crown on 17 September 2003.
- 1.4 The Crown recognised PNBCT's mandate on 27 January 2004.
- 1.5 PNBCT undertook a process of re-confirming its mandate with Taranaki Whānui ki Te Upoko o Te Ika between 24 June 2006 and 24 July 2006.
- 1.6 The Crown recognised the re-confirmation of PNBCT's mandate on 15 September 2006.
- 1.7 PNBCT and the Crown have:
- 1.7.1 entered into terms of negotiation dated 27 July 2004 (the “**terms of negotiation**”), specifying the scope, objectives, and general procedures for the negotiations; and
  - 1.7.2 signed an agreement in principle dated 13 December 2007 (the “**agreement in principle**”), recording that Taranaki Whānui ki Te Upoko o Te Ika and the Crown were, in principle, willing to enter into a deed of settlement on the basis set out in the agreement; and
  - 1.7.3 negotiated this deed of settlement comprising:
    - (a) this deed; and
    - (b) its schedules (being a provisions schedule, a documents schedule (including a draft bill), an RFR land schedule, and a leaseback schedule).

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**1: INTRODUCTION**

**RATIFICATION OF, AND MANDATE TO SIGN, THIS DEED**

- 1.8 Taranaki Whānui ki Te Upoko o Te Ika have conducted, since the initialling of this deed and before its signing, a ratification process for this deed consisting of:
- 1.8.1 providing a communication programme explaining this deed; and
  - 1.8.2 conducting hui in New Zealand and Australia; and
  - 1.8.3 explaining the governance entity's structure.
- 1.9 Taranaki Whānui ki Te Upoko o Te Ika have:
- 1.9.1 ratified this deed of settlement, and granted the mandated signatories identified in paragraph 1.1 of the provisions schedule a mandate to sign this deed on their behalf, by virtue of a majority of 98.6% of the valid votes cast by eligible members of Taranaki Whānui ki Te Upoko o Te Ika in the ballot conducted for this purpose; and
  - 1.9.2 approved the governance entity to receive the cultural, and the financial and commercial, redress by virtue of a majority of 96.2% of the valid votes cast by eligible members of Taranaki Whānui ki Te Upoko o Te Ika in the ballot conducted for this purpose.
- 1.10 The Crown is satisfied:
- 1.10.1 with the ratification and mandate; and
  - 1.10.2 that the governance entity is appropriate to receive the redress.

**ENTRY INTO THIS DEED**

- 1.11 Taranaki Whānui ki Te Upoko o Te Ika and the Crown wish, therefore, in a spirit of co-operation and compromise, to enter, in good faith, into this deed settling the historical claims (as defined in clauses 8.3 to 8.6).
- 1.12 The governance entity:
- 1.12.1 confirms the agreements and acknowledgements made by Taranaki Whānui ki Te Upoko o Te Ika under this deed; and
  - 1.12.2 agrees to comply with its obligations under this deed.
- 1.13 The parties, therefore, agree as provided in this deed.

## **2 HISTORICAL ACCOUNT**

- 2.1. The acknowledgements and apology from the Crown to Taranaki Whānui ki Te Upoko o Te Ika are based on the following historical account.

### **INTRODUCTION**

- 2.2. Taranaki Whānui ki Te Upoko o Te Ika consists of Te Atiawa, Taranaki, Ngāti Ruanui and Ngāti Tama. By 1839 these groups resided in Wellington harbour and its environs and had established take raupatu and ahi kaa roa. They had contact with whalers and traders before the arrival of representatives of the New Zealand Company in September 1839. The Company sought to purchase land around Wellington harbour and its environs from Taranaki Whānui ki Te Upoko o Te Ika.

### **THE PORT NICHOLSON DEED 1839**

- 2.3. The New Zealand Company was a private land-settlement company formed in London in May 1839. It planned to establish a settlement at what it called Port Nicholson. In May 1839 the British Government announced its intention to acquire sovereignty over New Zealand. The Company dispatched representatives to New Zealand fewer than 10 days after it was formed, in order to purchase the land it required before the British Government established its sole right to purchase land (pre-emption).
- 2.4. The Company sold 990 lots of 101 acres in the Port Nicholson area to prospective settlers before its representatives had even arrived in New Zealand to purchase land. In July 1839, the Company held a lottery in London to allocate the Port Nicholson lands (nearly 100,000 acres) to settlers.
- 2.5. The New Zealand Company negotiated several deeds with Māori in 1839 that purported to convey enormous areas of land in both the North and South Islands. The Company's representatives arrived in Wellington in September 1839. They negotiated the "Port Nicholson Deed", signed on 27 September 1839, with Taranaki Whānui ki Te Upoko o Te Ika in an attempt to purchase a large district at Port Nicholson and its environs (the Port Nicholson Block). The boundaries of the land to be included in the deed were pointed out by the Rangatira Te Wharepouri from the deck of the New Zealand Company ship the *Tory*.
- 2.6. The Port Nicholson Deed was drafted only in English. It did not include a map or sketch plan of the boundaries and its description of the boundaries was very general. An interpreter explained the deed orally in Maori. His interpretation did not convey the meaning or consequences of the deed to Taranaki Whānui ki Te Upoko o Te Ika.
- 2.7. The Port Nicholson Deed provided that "a portion of the land ceded by them equal to one tenth part of the whole, will be reserved by the said Governors, Directors, and Shareholders of the New Zealand Land Company of London their Heirs, Administrators and Assigns and held in trust by them for the future benefit of the said Chiefs, their families and heirs for ever".

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**2: HISTORICAL ACCOUNT**

- 2.8 The Company intended for Taranaki Whānui ki Te Upoko o Te Ika to leave their pā and cultivations and live on that part of the Wellington tenths set aside as occupation reserves. The remaining tenths reserves would provide an endowment fund for Taranaki Whānui ki Te Upoko o Te Ika.
- 2.9 The Company believed that these reserves would rise in value and be the real consideration Taranaki Whānui ki Te Upoko o Te Ika would receive for selling their land. The Company had set aside 110 urban one-acre lots and 110 lots of 100 acres (total 11,110 acres) for the Wellington tenths reserves in its lottery in London in July 1839.

**TE TIRITI O WAITANGI / THE TREATY OF WAITANGI**

- 2.10 On 29 April 1840 the Treaty of Waitangi was signed at Port Nicholson on board the *Ariel* in the harbour.
- 2.11 By this time the British Government had proclaimed that it would only recognise land titles derived from the Crown and would establish a Land Claims Commission to investigate the validity of purchases already entered into between settlers and Māori.

**TANGATA WHENUA MANAAKI PAKEHA**

- 2.12 In January 1840 the first British settlers arrived in Port Nicholson. By June 1840 some 1,500 settlers had arrived on Company ships. The settlers were dependant upon Taranaki Whānui ki Te Upoko o Te Ika trade and goodwill during the early years of the Wellington settlement.

**TOWN BELT AND RESERVES**

- 2.13 The New Zealand Company's initial settlement plan provided for a public reserve of 1,562 acres around the town that would separate it from the Company's rural district. In October 1841, the Governor proclaimed that the town belt and the other reserves provided for in the Company's plans were to become Crown lands. Taranaki Whānui ki Te Upoko o Te Ika regarded this as one of their food gathering and mahinga kai areas. The reserves included a number of promontories around the harbour (Jerningham, Halswell and Waddell Points as well as Pencarrow and Baring Heads). This was done without consultation with or compensation to Taranaki Whānui ki Te Upoko o Te Ika.
- 2.14 Parts of these public reserves were re-allocated by way of grants in the town belt for Wellington Hospital and other public purposes, including the land that became the site of the Governor-General's residence and grounds after 1911. In March 1873, 1,061 acres in the town belt were granted to the Wellington City in trust forever as a public recreation ground.

**MATIU, MAKARO AND MOKOPUNA ISLANDS**

- 2.15 Matiu (Somes) Island and Makaro (Ward) Island were included in the Port Nicholson Deed. In 1841, however, the Governor proclaimed these islands to be Crown reserves. The Māori owners were not consulted. The Crown assumed ownership before making any inquiry into the validity of the New Zealand Company's Port Nicholson Deed. The islands have remained in Crown ownership.

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**2: HISTORICAL ACCOUNT**

**TENSION BETWEEN SETTLERS AND TARANAKI WHĀNUI KI TE UPOKO O TE IKA**

- 2.16 Settlers believed the land had been purchased and that this entitled them to possession. The sections allocated to the settlers by the London lottery in 1839 included Taranaki Whānui ki Te Upoko o Te Ika pā, cultivation and urupā sites. When settlers began to arrive in Wellington, the allocation of land was the source of considerable tension. Taranaki Whānui ki Te Upoko o Te Ika did not believe that they had alienated their pā, cultivations and urupā sites.

**THE SPAIN INQUIRY**

- 2.17 The Crown appointed William Spain as Land Claims Commissioner to investigate the validity of the New Zealand Company's claim to Wellington. Spain arrived in New Zealand in December 1841 and commenced hearings in May 1842.
- 2.18 Spain was instructed by the Crown to ensure that a Protector of Aborigines was present at his hearings to represent and protect Taranaki Whānui ki Te Upoko o Te Ika interests.
- 2.19 The evidence presented to Spain's inquiry very quickly revealed serious flaws in the Company's transaction. The Crown, however, established a process by which the Company could legitimise its purchases. In January 1843, the Crown therefore instructed Spain to arbitrate negotiations between the Company and a Crown-appointed representative for Taranaki Whānui ki Te Upoko o Te Ika.
- 2.20 Taranaki Whānui ki Te Upoko o Te Ika were not consulted about the arrangements for this arbitration. The Crown appointed George Clarke junior, the 19-year old local sub-Protector of Aborigines, as the Maori representative. Clarke and Spain were both instructed to help the New Zealand Company complete its transaction. Spain's instructions were to "afford the New Zealand Company every facility in carrying out the arrangements already made by the Company". However, negotiations broke down by April 1843 and did not resume until the following year.
- 2.21 On 12 September 1843 Spain issued a preliminary report concluding that the greater portion of the land claimed by the Company had not been alienated, that other portions had only been partly alienated and that Taranaki Whānui ki Te Upoko o Te Ika had not consented to the alienation of their pā, cultivations and urupā. Spain also concluded that the explanation by the interpreters of the system of reserves was "perfectly unintelligible" to those Rangatira who had signed the Deed.

**THE DEEDS OF RELEASE**

- 2.22 Negotiations between the Crown and the Company over the Company's purchase resumed in January 1844. The Company and the Crown-appointed Protector agreed the amount of compensation Taranaki Whānui ki Te Upoko o Te Ika should be paid in February 1844, without consulting Taranaki Whānui ki Te Upoko o Te Ika. The agreement provided for the Company to pay £1,500 to Taranaki Whānui ki Te Upoko o Te Ika with interests in the Port Nicholson district.
- 2.23 Spain and Governor Fitzroy influenced Taranaki Whānui ki Te Upoko o Te Ika to sign several Deeds of Release between late February and end March 1844, so that the

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**2: HISTORICAL ACCOUNT**

Company could complete its purchase. The Deeds set out the payment to be made by the Company to Taranaki Whānui ki Te Upoko o Te Ika and stated that this was full payment for their lands. The boundaries of the land transacted by the Deeds of Release had not, however, been surveyed. The schedules attached to the Deeds set out which lands would be covered by them, totalling 71,900 acres. They did not list all of the land that was covered by the 1839 Port Nicholson Deed. Moreover, the Deeds of Release were not fully explained to Taranaki Whānui ki Te Upoko o Te Ika.

- 2.24 The Crown subsequently treated all of the land in the district covered by the 1839 Port Nicholson Deed as if Taranaki Whānui ki Te Upoko o Te Ika title to it had been extinguished by the Deeds of Release.
- 2.25 In 1844 Spain directed the survey of what he understood as the boundaries of the block described in the 1839 deed. This survey extended the boundary to the south-west coast and encompassed an area of 209,247 acres.
- 2.26 Spain issued a final report in 1845 recommending that the Crown grant the Company 71,900 acres. It also recommended that reserves, totalling 4,010 acres, including pā, cultivations and urupā, and 39 rural and 110 urban tenths sections, be set aside for Taranaki Whānui ki Te Upoko o Te Ika from this area.
- 2.27 In February 1846 the New Zealand Company refused Governor Fitzroy's offer of a Crown grant on the terms recommended by Spain because it provided for Taranaki Whānui ki Te Upoko o Te Ika to retain their pā, cultivations and urupā on sections that the Company had already sold to settlers.

**THE MCCLEVERTY EXCHANGES**

- 2.28 In September 1846 the Crown instructed Colonel McCleverty to secure for settlers the cultivations that Spain had recommended be reserved for Māori, but which the Company had allocated to settlers. McCleverty began a concerted campaign to secure these cultivations. This led to the removal of Taranaki Whānui ki Te Upoko o Te Ika from many of their traditional lands.
- 2.29 This campaign culminated in 1847 when the Crown influenced Taranaki Whānui ki Te Upoko o Te Ika to sign deeds of exchange for their land. Much of the land allocated to them was isolated and unsuitable for papakainga and cultivations.
- 2.30 Most of the land the Crown provided to Taranaki Whānui ki Te Upoko o Te Ika in exchange came from the additional 137,347 acres that the Crown considered it owned. These lands were in the wider block described in the 1839 deed, but outside the 71,900 awarded to the Company.

**THE 1848 CROWN GRANT**

- 2.31 In January 1848, a Crown grant was provided to the New Zealand Company relating to the 209,247 acres in the Port Nicholson Block. This grant excluded areas reserved for Taranaki Whānui ki Te Upoko o Te Ika and the public reserve lands. Some 187,626 acres were therefore awarded to the Company from this grant. All the land still retained by the Company passed to the Crown when the Company collapsed in 1850.

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**2: HISTORICAL ACCOUNT**

**CHANGES FOR TARANAKI WHĀNUI KI TE UPOKO O TE IKA IN THIS PERIOD**

- 2.32 The process of colonisation impacted quickly and severely on Taranaki Whānui ki Te Upoko o Te Ika as the new town of Wellington developed. Some settlers were antagonistic to Taranaki Whānui ki Te Upoko o Te Ika residing in the town, which led to altercations at Te Aro, Pipitea, Kumutoto and Kaiwharawhara. Taranaki Whānui ki Te Upoko o Te Ika, nonetheless tried to maintain their culture, traditions, resources and way of life according to tikanga within the growing settlement.
- 2.33 As a result of the McCleverty exchanges, many Taranaki Whānui ki Te Upoko o Te Ika were pressured to move from their traditional lands. Much of their new land proved inadequate to sustain their way of life.

**WELLINGTON TENTHS RESERVE LAND**

- 2.34 The Port Nicholson Deed had provided that one tenth of the total area of the Port Nicholson block would be held in trust for the future benefit of “the Chiefs, their families and heirs for ever”. Land allocations, referred to as ‘tenths reserves’ were supposedly an endowment based on the original Port Nicholson Deed to provide for Taranaki Whānui ki Te Upoko o Te Ika.
- 2.35 The Crown did not pass legislation providing for the formal administration of Māori reserves until 1856. It took a further two years for the Wellington tenths reserves to be brought under this legislation. After 1858, the tenths reserves were administered by various Crown-appointed trustees until 1985. Taranaki Whānui ki Te Upoko o Te Ika had no administrative role before 1985.
- 2.36 Prior to 1869 only a small amount of money was received from leasing the tenths reserves. Most of that income was taken up with administrative costs of the Crown-appointed trustees.

**LOSS OF LOWRY BAY DISTRICT RESERVES, SECTIONS 1 AND 4, WAINUIOMATA**

- 2.37 The rural tenths reserves included approximately 220 acres of land in the Lowry Bay District of Wainuiomata which were wholly unfit for use, being swampy or covered in water. The New Zealand Company allocated Lowry Bay District sections 1 and 4 to Taranaki Whānui ki Te Upoko o Te Ika as New Zealand Company rural tenths in 1839.
- 2.38 In 1864 Governor Grey directed that Lowry Bay District Sections 1 and 4 be sold to European settlers. In 1866-67, Governor Grey used the proceeds from the sale of the Lowry Bay District sections in the Port Nicholson Block to purchase land in Palmerston North for Taranaki Whānui ki Te Upoko o Te Ika. This dislocation from their traditional rohe was contrary to Taranaki Whānui ki Te Upoko o Te Ika tikanga and detrimental to their mana and way of life.

**ENDOWMENT TAKINGS**

- 2.39 By 1853 the Crown had appropriated 23 acres of valuable urban tenths reserves in Wellington town for health, education, religious and military/defence purposes. Compensation to Taranaki Whānui ki Te Upoko o Te Ika was not paid until 1877, 24

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years later. The compensation was viewed as inadequate by Taranaki Whānui ki Te Upoko o Te Ika because land values had increased dramatically since 1853.

- 2.40 Over time the Public Trustee alienated much of the Tenths estate. By 1882, only 36 of the 110 urban tenths reserves and less than 1,000 acres of rural reserves, from an original allocation of 11,000 acres, remained.

**DETERMINATION OF BENEFICIAL OWNERS**

- 2.41 Taranaki Whānui ki Te Upoko o Te Ika were severely disadvantaged by a substantial delay in determining the beneficiaries of the urban tenths. It was not until 1888 that a determination of the beneficial owners based upon hapū in occupation in 1839 was made.

**PERPETUAL LEASES**

- 2.42 The Public Trustee was responsible for the tenths' administration from 1882 until 1921. The Public Trustee decided that the best way to generate income from the land reserved for Taranaki Whānui ki Te Upoko o Te Ika was to offer perpetually renewable leases. The Crown subsequently empowered the Public Trustee to enter into perpetually renewable leases in respect of the Wellington tenths reserves and the Taranaki Whānui ki Te Upoko o Te Ika reserved lands in Palmerston North. Taranaki Whānui ki Te Upoko o Te Ika were not consulted nor their agreement sought before these legislative measures were introduced.
- 2.43 The leases provided for the rent to be reviewed at 21-year intervals fixed at 4% of the unimproved value of the land. Over time the effects of inflation reduced rental returns and disadvantaged Taranaki Whānui ki Te Upoko o Te Ika owners.
- 2.44 In order to simplify the Māori Trustee's administration of reserved lands, the Trustee was empowered in 1955 to acquire compulsorily what were described as uneconomic interests. This meant that owners with very small interests in the land were deprived of them without their consent thereby being deprived of their traditional and cultural link to the land. By the time this power was repealed in 1967, the Māori Trustee was the largest shareholder in the Wellington Tenths. In 1987 the Crown returned all of the uneconomic shares acquired by the Māori Trustee to the beneficial owners, following protests by their representatives.
- 2.45 In 1975 the Sheehan Commission Report into Māori reserves criticised the "restrictions and essential inequities" of perpetual leasing. The Commission thought a shift away from perpetual leasing was desirable, but it did not recommend new legislation to accomplish this immediately. The perpetual leases remained in place when the Wellington Tenths Trust took over the administration of the tenths reserves in 1985. The continuation of this system severely limited the amount of income that the owners received from the remaining Tenths reserves. An incomplete register of beneficial owners also meant that any income received could not be distributed to all those who were entitled to it.



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**2: HISTORICAL ACCOUNT**

**DEVELOPMENT AROUND PORT NICHOLSON HARBOUR AND WATERWAYS**

- 2.46 Port Nicholson Harbour, its foreshore and its waterways, has great cultural and spiritual significance for Taranaki Whānui ki Te Upoko o Te Ika. It was also an important food and trade resource for Taranaki Whānui ki Te Upoko o Te Ika.

**RECLAMATIONS**

- 2.47 From the early 1850s, the Crown has authorised a considerable number of reclamations around Wellington Harbour to provide land for purposes such as Government buildings and railway and harbour facilities. In the twentieth century, reclamation projects spread around the coast to Petone and Evans Bay. By the 1980s approximately 356 hectares had been reclaimed within Wellington Harbour.
- 2.48 Reclamation work adversely affected Taranaki Whānui ki Te Upoko o Te Ika with the loss of kai moana sites and tauranga waka sites. Their ability to trade on the harbour was also affected.

**POLLUTION AND SEWAGE**

- 2.49 The harbour was adversely impacted by the increasing number of settlers and urban development in the area. Sewage began affecting Lambton Harbour in the early 1860s. Industrial development at Kaiwharawhara, Ngauranga, Korokoro and Petone began polluting the harbour after 1880. The Hutt River and its estuary became heavily polluted with the development in the Hutt Valley after 1930.

**PUBLIC WORKS TAKINGS**

- 2.50 The Crown took a significant amount of land owned by Taranaki Whānui ki Te Upoko o Te Ika under public works legislation in the nineteenth and twentieth centuries.
- 2.51 In 1922 the Crown gave the Hutt River Board statutory authority to implement a river protection and reclamation scheme to improve the channel of the Hutt River including the estuary near the Waiwhetu pā reserve.
- 2.52 In May 1928 the Hutt River Board published its intention to take land situated at Waiwhetu pā. In August 1928 the taking of seven acres of pā land was proclaimed. The Taranaki Whānui ki Te Upoko o Te Ika owners rejected the Hutt River Board's initial offer of compensation. They were later paid compensation assessed by the Native Land Court.
- 2.53 Reclamation work did not commence until 1936. The land was not, however, used for the river protection purposes for which it was taken. The Hutt River Board sold the Waiwhetu pā land, apart from the urupā site, to the Crown in 1952. The land was not offered back to Taranaki Whānui ki Te Upoko o Te Ika.
- 2.54 In 1942, the Crown compulsorily acquired land for housing purposes throughout the Hutt Valley, particularly at Waiwhetu and Taita, under the Public Works Act 1928.

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**2: HISTORICAL ACCOUNT**

**CONCLUSION**

- 2.55 From the 1840s, as the result of the actions of the Crown and its agents, Taranaki Whānui ki Te Upoko o Te Ika have been deprived of almost all of their lands in the Port Nicholson Block. They have also suffered the loss of their connection to Wellington Harbour and their forests, waters and natural resources in the Port Nicholson block. The deprivation caused by these losses cannot be measured. These losses have inflicted profound pain and suffering.

### **3 ACKNOWLEDGEMENTS, APOLOGY, AND STATEMENT OF FORGIVENESS**

#### **ACKNOWLEDGEMENTS**

**3.1 The Crown acknowledges that:**

- 3.1.1 it failed to protect consistently the interests of Taranaki Whānui ki Te Upoko o Te Ika during the process by which the Crown and its agents acquired the interests of Taranaki Whānui ki Te Upoko o Te Ika in the Port Nicholson Block, and that this was a breach of the Treaty of Waitangi and its principles; and
- 3.1.2 Taranaki Whānui ki Te Upoko o Te Ika have suffered prejudice in relation to the compulsory acquisition and endowment of their lands for public purposes, thus depriving Taranaki Whānui ki Te Upoko o Te Ika of their resources and rights to develop economic, social and cultural opportunities in respect of those lands, and that this was a breach of the Treaty of Waitangi and its principles; and
- 3.1.3 Taranaki Whānui ki Te Upoko o Te Ika suffered prejudice as a result of certain actions and omissions in relation to the delay in implementing legislation and administration of reserves in which they held a beneficial interest, and that this was a breach of the Treaty of Waitangi and its principles; and
- 3.1.4 Taranaki Whānui ki Te Upoko o Te Ika historically have suffered a loss of connection with Wellington Harbour and their lands, forests, waters and natural resources within the Port Nicholson Block area, including the ability to access waahi tapu and harbour resources, and this has adversely affected the ability of Taranaki Whānui ki Te Upoko o Te Ika to assert and exercise kaitiakitanga, manaakitanga, whanaungatanga and other customary rights and responsibilities; and
- 3.1.5 the cumulative effect of the Crown's breaches of the Treaty of Waitangi and its principles significantly undermined the tino rangatiratanga of Taranaki Whānui ki Te Upoko o Te Ika, their economic and social development capacity and their physical, cultural and spiritual well being and the suffering and hardship caused to Taranaki Whānui ki Te Upoko o Te Ika over the generations has continued to the present day.

#### **APOLOGY**

- 3.2 The Crown makes the following apology to Taranaki Whānui ki Te Upoko o Te Ika and to their ancestors and descendants.**

The Crown is deeply sorry that it has not always lived up to its Treaty of Waitangi obligations and that it has breached the Treaty of Waitangi, and its principles, in its dealings with Taranaki Whānui ki Te Upoko o Te Ika.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)  
DEED OF SETTLEMENT**

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**3: ACKNOWLEDGEMENTS, APOLOGY, AND STATEMENT OF FORGIVENESS**

The Crown recognises the tireless efforts and struggles of the ancestors of Taranaki Whānui ki Te Upoko o Te Ika in pursuit of their longstanding claims for justice and redress from the Crown.

On 29 April 1840, Rangatira of Taranaki Whānui ki Te Upoko o Te Ika signed the Treaty of Waitangi in good faith and the spirit of establishing a peaceful and mutually beneficial relationship. Wellington has been the capital city of New Zealand since 1865. The location of government has added a special dimension to our relationship. The Crown has not always appropriately acknowledged your mana and rangatiratanga, but it has benefited from your exercise of kaitiakitanga, manaakitanga and whanaungatanga in the Wellington area.

The Crown has failed to protect your interests in a number of ways over the generations. These include the Crown's dealings over, and eventual acquisition of, the Port Nicholson Block, the long delays in ensuring there was appropriate administration of the lands reserved for you in the Port Nicholson Block, and the Crown's compulsory acquisition and endowment of your lands for public purposes.

The Crown profoundly regrets that over the generations to the present day its breaches of the Treaty of Waitangi have significantly impacted on your social and traditional structures, your autonomy, your ability to exercise your customary rights and responsibilities, your capacity for economic and social development and your physical, cultural and spiritual well being.

The Crown unreservedly apologises to your ancestors, to their descendants, and to the people of Taranaki Whānui ki Te Upoko o Te Ika today for its actions which have hurt and caused prejudice to you.

Through this settlement the Crown is seeking to atone for its past wrongs towards you, restore its honour which has been tarnished by its actions, and to begin the process of healing. It is the Crown's hope that this apology will mark a pivotal point in the rebuilding and enhancement of our relationship with you. We look forward to building a relationship of mutual trust and co-operation that can flourish in the future.

Waiho i te toipoto, kaua i te toiroa. Let us keep close together, not wide apart.

**STATEMENT OF FORGIVENESS**

3.3

Korōria ki te Atua i runga rawa  
He maungārongo ki runga i te whenua  
He whakaaro pai ki ngā tāngata katoa.

Glory to God on high  
Good tidings upon the land  
Good thoughts to all mankind

I tēnei rā nui, e tū ngātahi ana a Taranaki Whānui ki Te Upoko o Te Ika, me ō mātou tūpuna, i runga i tō rātou ū kia tohea te tika, kia tohea te pono e tatū ai ngā nawe i tōkia ai ki tēnei iwi.

Taranaki Whānui ki Te Upoko o Te Ika stand together on this historic occasion united with our tupuna in their tireless efforts and struggles in pursuit of recognition and settlement of the injustices perpetrated upon our people.

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**3: ACKNOWLEDGEMENTS, APOLOGY, AND STATEMENT OF FORGIVENESS**

Ka mahara atu ki te wāhanga taimaha i wahaina e te kāhui kāhika kua whiti ki tua, otirā, ka oha noa ki tō rātou toa pūmou i roto i ia reanga o mua, ki te wero, ki te āki i ngā rāwekeweke a te Karauna.

Recognising the immeasurable contribution of all those who have gone before us, we pay tribute to their enduring spirit through the decades when challenging and contesting the actions of the Crown.

Ko te riro, ko te mate ki te whenua, ki te taonga, ki te oranga, koia tō mātou utanga, āpiti atu ko te kaha pēhi i te mana, i te tino rangatiratanga o tēnei iwi.

We have suffered loss and deprivation of our lands, possessions and opportunities, together with transgressions upon our mana and tino rangatiratanga.

E hoki nei ngā mahara ki te whakapapa e tohu ana i ngā hua mai i te ao o mua, arā, ko mātou tērā ko ōna uri. He waihotanga ake ēnei i ngā huki o nehe, i tuku i tō rātou katoa kia tika tērā i hē ai i ōna wā.

Whakapapa reminds us that what happened in the past is an integral part of who we are today. We honour previous generations who worked hard to right the wrongs that were done.

Na, nō te kitenga a te Karauna i ōna hē, nō te whāki mai i tōna pōuri ki ngā tikanga i poka i a ia i ōna wā, ka ihi, ka manawanui a Taranaki Whānui ki Te Upoko o te Ika ki te tika, ki te maungārongo, ki te ora ka tatū mai rā ki ngā uri e whai muri ake nei

The Crown's unreserved apology and its sorrow that it has not always lived up to its obligations, give Taranaki Whānui ki Te Upoko o Te Ika confidence that justice and balance can be restored in order to build a better future for this and generations to come.

E kite nei mātou i te kaha hiahia o te Karauna kia ea ai tērā i hē i a ia, kia tika ai tōna tū, otirā kia ara ake i tēnei mate nui. Ka pono mātou ki te kupu a te Karauna, kia tutuki marire tēnei hiahia nui ōna, ā, ko tō mātou, kia rite tētehi huarahi kia mahi tahi, kia aronui ki te tika i ngā tau kei te heke mai.

We acknowledge that the Crown seeks to atone for its past wrongs and to restore its honour and begin the process of healing. We accept the Crown's commitment to act in good faith and we look to building a relationship of mutual trust and cooperation in the future.

Kua roa rawa tēnei nawe, tēnei utanga nui e pēhi ana i a tātou, ā, koiane ko te wā he whakatika i tērā i kitea e noho hē ana.

For too long our history has been a troublesome burden. It is now time to set the record straight.

Ka tohungia, ka tuku i te Karauna i ērā o ana tūkinohanga i ngā kawē, i ngā mātātika o Te Tiriti o Waitangi.

We acknowledge and forgive the Crown for its breaches of the Treaty of Waitangi and its principles.

Ka tohungia, ka tuku i te Karauna i ngā tikanga o te hoko, o te whakahaere i ō mātou whenua i hōkaria e ia, i mahue rānei ki tahaki.

We acknowledge and forgive the Crown for its failure to protect our interests in the acquisition and administration of our lands.

Ka tohungia, ka tuku i te Karauna i āna

We acknowledge and forgive the

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**3: ACKNOWLEDGEMENTS, APOLOGY, AND STATEMENT OF FORGIVENESS**

mahi i tupu ai tēnei nawe, i āraia ai ngā  
ara tika ki a Taranaki Whānui ki Te  
Upoko o te Ika.

Crown for its actions which caused  
hurt and prejudice for Taranaki Whānui  
ki Te Upoko o Te Ika.

Ka tohungia, ka whakaae atu ki te pōuri  
nui o te Karauna ki te pānga kino o āna  
whakahaere ki tō mātou oranga ā-iwi, ā-  
umanga, ā-tikanga, ā-wairua anō hoki.

We acknowledge and accept the  
Crown's profound regret for the  
significant impact on our social,  
economic, cultural and spiritual well  
being.

Nō nehe rā anō ngā kawea a te kaitiaki, o  
te manaakitanga me te whanaungatanga  
e kawea ana e Taranaki Whānui ki Te  
Upoko o te Ika ki te taone matua o  
Aotearoa, ā, kua tohungia atu e mātou  
tahi ko te Karauna te hanga motuhake o  
tēnei nohonga tahi. Ka mutu, ko te  
anganui mātou ko te Karauna ki tētehi  
nohonga e pono ai tētehi ki tētehi hei  
oranga pūmou mō te tangata, ahakoa ko  
wai.

Taranaki Whānui ki Te Upoko o Te Ika  
have exercised kaitiakitanga,  
manaakitanga and whanaungatanga  
over many decades in the Capital City  
of our nation, and recognise with the  
Crown, this added special dimension in  
our relationship. We share the Crown's  
desire to forge a relationship based on  
mutual trust for the well-being of all  
people.

Kua ea

(That is ended)  
It has been accomplished

**PUBLIC DELIVERY OF APOLOGY**

- 3.4 The Prime Minister will publicly deliver the Crown apology in clause 3.2 by reading it at a time and place agreed with the governance entity.

## **4 SETTLEMENT**

### **HISTORICAL CLAIMS SETTLED**

- 4.1 Taranaki Whānui ki Te Upoko o Te Ika agree, and the settlement legislation will provide (on the terms provided in clause 1.8 of the draft bill), that on and from the settlement date:
- 4.1.1 the historical claims (as defined in clauses 8.3 to 8.6) are settled; and
  - 4.1.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and
  - 4.1.3 the settlement is final.

### **REDRESS**

- 4.2 The following redress is to be provided in settlement of the historical claims:
- 4.2.1 the acknowledgements and apology in clauses 3.1 and 3.2; and
  - 4.2.2 the cultural redress under part 5 and the settlement legislation giving effect to that part; and
  - 4.2.3 the financial and commercial redress under part 6 and the settlement legislation giving effect to that part.

### **FURTHER SETTLEMENT PROVISIONS**

- 4.3 Part 2 of the provisions schedule sets out further provisions concerning the settlement.
- 4.4 The settlement legislation will, on the terms provided in clauses 1.8 – 1.15 of the draft bill:
- 4.4.1 exclude the jurisdiction of the courts, tribunals including the Waitangi Tribunal, and other judicial bodies in relation to the historical claims and the settlement; and
  - 4.4.2 provide that legislation enabling the creation of resumptive memorials does not apply:
    - (a) to the settlement properties; or
    - (b) for the benefit of Taranaki Whānui ki Te Upoko o Te Ika or a representative entity; and

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**4: SETTLEMENT**

- 4.4.3 require resumptive memorials to be removed from titles to the settlement properties; and
- 4.4.4 that clauses 4.4.2 and 4.4.3 do not apply to deferred selection properties except in the circumstances provided in clause 1.11(3) of the draft bill; and
- 4.4.5 exclude the application of the rule against perpetuities and the Perpetuities Act 1964 to:
  - (a) a settlement document; and
  - (b) the governance entity; and
- 4.4.6 require the Secretary of Justice to make copies of this deed publicly available.

**ACKNOWLEDGEMENTS IN RELATION TO THE SETTLEMENT**

- 4.5 Taranaki Whānui ki Te Upoko o Te Ika and the Crown acknowledge that:
  - 4.5.1 it is not possible to compensate Taranaki Whānui ki Te Upoko o Te Ika fully for all loss and prejudice suffered; and
  - 4.5.2 the foregoing of full compensation is intended by Taranaki Whānui ki Te Upoko o Te Ika to contribute to the development of New Zealand; and
  - 4.5.3 the settlement represents the results of intensive negotiations conducted in good faith and in a spirit of co-operation and compromise; and
  - 4.5.4 the settlement is intended to enhance the ongoing relationship between Taranaki Whānui ki Te Upoko o Te Ika and the Crown (in terms of the Treaty of Waitangi, its principles, and otherwise).
- 4.6 The Crown acknowledges that Taranaki Whānui ki Te Upoko o Te Ika has acted honourably and reasonably in relation to the settlement.
- 4.7 Taranaki Whānui ki Te Upoko o Te Ika acknowledge that:
  - 4.7.1 the Crown has acted honourably and reasonably in respect of the settlement; and
  - 4.7.2 taking all matters into consideration (some of which are specified in clause 4.5), the settlement is fair in the circumstances.



## **5 CULTURAL REDRESS**

### **WHOLE OF GOVERNMENT RELATIONSHIP**

- 5.1 The Crown acknowledges and supports the desire of the governance entity to provide for the enhanced well-being, revitalisation and protection of its members. The Crown intends to support these aspirations by:
- 5.1.1 facilitating access by Taranaki Whānui ki Te Upoko o Te Ika to government programmes and services that relate to social, economic and cultural development. The Crown will assist the governance entity in working through the necessary administrative procedures so that Taranaki Whānui ki Te Upoko o Te Ika shall have ready access to such programmes and services; and
  - 5.1.2 an appropriate Minister of the Crown will chair an annual hui between relevant Ministers of the Crown and the governance entity. The hui will take place in November, or at another date convenient for all parties, and will be based on a mutually agreed agenda. The purpose of the annual hui will be to review progress with the implementation of the social, economic, and cultural aspirations of Taranaki Whānui ki Te Upoko o Te Ika to identify and progress meaningful opportunities for Taranaki Whānui ki Te Upoko o Te Ika to play a more direct role in the provision of social, economic and cultural outcomes for its members; and
  - 5.1.3 relevant Government agencies working with the governance entity to identify and explore areas of mutual interest. Those agencies will report progress to the annual hui between the Minister of Māori Affairs, relevant Ministers, and Taranaki Whānui Ki Te Upoko o Te Ika representatives.
- 5.2 The process under clause 5.1 will not prevent any other individual or organisation from seeking and entering into direct relationships with government for services or resourcing.

### **PROTOCOLS**

- 5.3 The Crown must, by or on the settlement date, issue to the governance entity the following protocols:
- 5.3.1 the DOC protocol; and
  - 5.3.2 the fisheries protocol; and
  - 5.3.3 the Ministry for Culture and Heritage protocol.
- 5.4 A protocol will be:
- 5.4.1 signed by the responsible Minister; and

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**5: CULTURAL REDRESS**

- 5.4.2 issued under, and subject to, the settlement legislation, as provided for in clauses 2.1 to 2.6 of the draft bill.

**STATUTORY ACKNOWLEDGEMENT**

- 5.5 The settlement legislation will, on the terms provided for in clauses 2.7 to 2.15 and 2.17 to 2.20 of the draft bill, include an acknowledgement by the Crown of the statements of association made by Taranaki Whānui ki Te Upoko o Te Ika of their particular cultural, spiritual, historical, and traditional association with the following areas (as described in schedule 1 of the draft bill), namely the:

- 5.5.1 Kaiwharawhara Stream;
- 5.5.2 coastal marine area;
- 5.5.3 Hutt River;
- 5.5.4 Waiwhetu Stream;
- 5.5.5 Wellington Harbour;
- 5.5.6 Riverside Drive marginal strip;
- 5.5.7 Seaview marginal strip;
- 5.5.8 Government Buildings Historic Reserve;
- 5.5.9 Turnbull House Historic Reserve;
- 5.5.10 Rimutaka Forest Park;
- 5.5.11 Wainuiomata Scenic Reserve;
- 5.5.12 Turakirae Head Scientific Reserve;
- 5.5.13 Kelburn Local Purposes (Community & Administrative buildings) Reserve.

**DEED OF RECOGNITION**

- 5.6 The Crown must, by or on the settlement date, provide the governance entity with two copies of the deed of recognition in relation to the:
- 5.6.1 Rimutaka Forest Park;
  - 5.6.2 Wainuiomata Scenic Reserve; and
  - 5.6.3 Turakirae Head Scientific Reserve.

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**5: CULTURAL REDRESS**

- 5.7 The copies of the deed of recognition provided to the governance entity by the Crown will be:
- 5.7.1 signed by the Minister of Conservation; and
  - 5.7.2 issued under, and subject to, the settlement legislation, as provided for in clauses 2.16 to 2.19 of the draft bill.
- 5.8 The governance entity must return one signed copy of the deed of recognition to the Crown within 10 business days after the settlement date.

**PROPERTIES**

- 5.9 The settlement legislation will provide that the following sites (as described in schedule 2 of the draft bill) are vested in the governance entity on the terms provided for in clauses 2.23 to 2.63A of the draft bill:

***Sites that vest in fee simple***

- 5.9.1 1 Thorndon Quay;
- 5.9.2 81-87 Thorndon Quay;
- 5.9.3 the Waiwhetu Road site;
- 5.9.4 the former Wainuiomata College site;
- 5.9.5 the former Wainuiomata Intermediate School site;
- 5.9.6 the former Waiwhetu School site;
- 5.9.7 the Pipitea Marae site;

***Sites that vest in fee simple to be administered as Māori reservations***

- 5.9.8 the dendroglyph site;
- 5.9.9 the urupā site;

***Sites that vest in fee simple subject to a conservation covenant***

- 5.9.10 the Bed of Lake Kohangatera and the Lake Kohangatera esplanade land (together comprising one site);
- 5.9.11 the Bed of Lake Kohangapiripiri and the Lake Kohangapiripiri esplanade land (together comprising one site);

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**5: CULTURAL REDRESS**

***Site that vests in fee simple to be administered as a scenic reserve***

- 5.9.12 Wi Tako Scenic Reserve;

***Site that vests in fee simple to be administered as a recreation reserve***

- 5.9.13 Point Dorset Recreation Reserve;

***Site that vests in fee simple to be administered as a local purpose reserve for cultural and community facilities***

- 5.9.14 the Korokoro Gateway site;

***Harbour Islands Reserves to vest in fee simple to be administered as scientific or historic reserves***

- 5.9.15 Makaro Scientific Reserve;

- 5.9.16 Mokopuna Scientific Reserve;

- 5.9.17 Matiu Scientific Reserve; and

- 5.9.18 Matiu Historic Reserve.

**MEMORANDUM OF UNDERSTANDING**

- 5.10 The governance entity may enter into memoranda of understanding with the relevant local authorities in respect of:

- 5.10.1 Wi Tako Scenic Reserve;

- 5.10.2 Point Dorset Recreation Reserve;

- 5.10.3 Korokoro Gateway site; and

- 5.10.4 the Bed of Lake Kohangatera and Lake Kohangatera esplanade land, and the Bed of Lake Kohangapiripiri, and Lake Kohangapiripiri esplanade land, and the surrounding area.

**MANAGEMENT OF HARBOUR ISLANDS RESERVES**

- 5.11 The settlement legislation will provide, on the terms set out in subpart 4 of part 2 of the draft bill, for:

- 5.11.1 the Harbour Islands Kaitiaki Board to be the administering body (under the Reserves Act 1977) of Makaro Scientific Reserve, Mokopuna Scientific

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**5: CULTURAL REDRESS**

Reserve, Matiu Scientific Reserve, and Matiu Historic Reserve (together the **Harbour Islands Reserve**); and

5.11.2 the Department of Conservation to continue to:

- (a) carry out the day to day management of the Harbour Islands reserves; and
- (b) enforce any bylaws made in relation to those reserves.

5.12 The Department of Conservation will meet the costs of core conservation work in respect of the Harbour Islands reserves.

**CHANGE OF PLACE NAMES**

5.13 The settlement legislation will, on the terms provided for in clauses 2.64 to 2.68 of the draft bill, alter the existing places names set out below, to the altered place names set out opposite them below:

<b>Existing place name (gazetted, recorded or local)</b>	<b>Altered place name</b>	<b>Location (topographic map and grid references)</b>	<b>Geographic Feature Type</b>
Ngauranga Stream (gazetted)	Waitohi Stream	260-R27, R28 & Pt. Q27 Source: GR 615 964 Confluence: GR 620 938	Stream
Mount Misery (recorded)	Mount Wai-ariki	260-R27, R28 & Pt. Q27 GR 490 888	Mount
Sinclair Head (recorded)	Sinclair Head/Te Rimurapa	260-R27, R28 & Pt. Q27 GR 536 813	Coastal Point
Red Rocks (recorded)	Pariwhero/Red Rocks	260-R27, R28 & Pt. Q27 GR 543 817	Coastal Rocks
Tinakori Hill (recorded)	Te Ahumairangi Hill	260-R27, R28 & Pt. Q27 GR 583918	Hill
Lowry Bay (recorded)	Whiorau/Lowry Bay	260-R27, R28 & Pt. Q27 GR 698 925	Bay (not suburb)
Baring Head (recorded)	Baring Head/Ōrua-pouanui	260-R27, R28 & Pt. Q27 GR 663 759	Coastal Point

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**5: CULTURAL REDRESS**

Steeple Rock (recorded)	Steeple Rock/Te Aroaro-o-Kupe	260-R27, R28 & Pt. Q27 GR 641 853	Maritime Rock or Islet or Island
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**LETTERS OF ENGAGEMENT**

5.14 The Minister in Charge of Treaty of Waitangi Negotiations will write the letters in the form set out in part 5 of the documents schedule:

5.14.1 to Centreport Limited and Wellington International Airport Limited;

5.14.2 amongst other matters, introducing the governance entity and requesting that the recipient agree to enter into a formal relationship with Taranaki Whānui ki Te Upoko o Te Ika.

**FURTHER PROVISIONS**

5.15 Part 3 of the provisions schedule includes further provisions in relation to the cultural redress.

## **6 FINANCIAL AND COMMERCIAL REDRESS**

### **FINANCIAL REDRESS**

- 6.1 The Crown must pay the governance entity on the settlement date \$23,138,000 (being the financial and commercial redress amount of \$25,025,000 less the two on account amounts totalling \$1,887,000 referred to in clause 6.2).

### **ON ACCOUNT PAYMENTS**

- 6.2 The parties acknowledge that before the date of this deed there have been two amounts paid or credited on account of the settlement being:
- 6.2.1 a payment of \$1,475,000, agreed to by Cabinet on 10 May 1993 and paid to Te Atiawa (Wellington Tenth Trust), an ahu whenua trust under section 215 of Te Ture Whenua Maori Act 1993 (Maori Land Act 1993); and
- 6.2.2 an amount of \$412,000, being the agreed value of the Crown's surrender of its leasehold interest in 9, 13, and 15 Pipitea Street, Wellington under a deed of agreement dated 28 May 1997 between the Crown and Te Atiawa (Wellington Tenth Trust).

### **DEFERRED PURCHASE**

- 6.3 The governance entity has the right, on the terms and conditions set out in part 4 of the provisions schedule, to purchase the deferred selection properties described in subpart H of part 4 of the provisions schedule.

### **RFR FROM THE CROWN AND CROWN BODIES**

- 6.4 The settlement legislation will, on the terms provided for in clauses 3.4 to 3.33 of the draft bill, give the governance entity, for 100 years from the settlement date, a right of first refusal in relation to a disposal by the Crown or a Crown body of a property described in the RFR land schedule if the property is:
- 6.4.1 on the settlement date, vested in, or the fee simple estate in it is held by, the Crown or a Crown body; and
- 6.4.2 not being disposed of in the circumstances provided in clauses 3.12 to 3.23 of the draft bill.

## **7 SETTLEMENT CONDITIONS AND TERMINATION**

### **SETTLEMENT CONDITIONS**

- 7.1 This deed, and the settlement, are conditional on the settlement legislation coming into force.
- 7.2 Despite clause 7.1, certain provisions specified in paragraph 7.3 of the provisions schedule are binding from the date of this deed.
- 7.3 In particular, the parties acknowledge that:
- 7.3.1 part 4 of the provisions schedule, so far as it applies to the Shelly Bay properties, is binding from the date of this deed; and therefore
  - 7.3.2 if this deed does not become unconditional, the rights of the governance entity under part 4 of the provisions schedule in relation to the Shelly Bay properties must be taken into account in any future settlement of the historical claims between the Crown and Taranaki Whānui ki Te Upoko o Te Ika.

### **INTRODUCTION OF DRAFT BILL**

- 7.4 The Crown must propose the draft bill for introduction to the House of Representatives within 12 months of the date of this deed.
- 7.5 The bill proposed by the Crown for introduction may include any changes agreed in writing by the Crown and the governance entity.
- 7.6 The Crown and the governance entity will use reasonable endeavours to facilitate the orderly enactment of the draft bill.

### **TERMINATION OF THIS DEED**

- 7.7 The Crown or the governance entity may terminate this deed, by notice to the other, if the settlement legislation has not come into force within 24 months after the date of this deed.
- 7.8 Before the Crown or the governance entity may terminate this deed under clause 7.7, it must have given the other at least 20 business days notice of an intention to terminate this deed.
- 7.9 If this deed is terminated:
- 7.9.1 it, and the settlement, will be at an end; and
  - 7.9.2 no person will have any right or obligation under it, except that the rights and obligations under paragraph 7.3 of the provisions schedule continue.



## 8 DEFINITIONS, INTERPRETATION, AND GENERAL PROVISIONS

### DEFINITION OF TARANAKI WHĀNUI KI TE UPOKO O TE IKA

8.1 **Taranaki Whānui ki Te Upoko o Te Ika** means:

8.1.1 the collective group composed of individuals who descend from:

- (a) one or more of the recognised ancestors of the following iwi:
  - (i) Te Atiawa;
  - (ii) Ngāti Tama;
  - (iii) Taranaki;
  - (iv) Ngāti Ruanui;
  - (v) other iwi from the Taranaki area, for example, Ngāti Mutunga; and
- (b) one or more of:
  - (i) the original signatories of the 27 September 1839 Port Nicholson Block purchase deed; or
  - (ii) the persons listed in the Schedule to the Declaration of the Native Land Court in Wellington dated 11 April 1888; or
  - (iii) other persons, not referred to in clauses 8.1.1(b)(i) or (ii), but who exercised customary rights in the Port Nicholson Block, Wellington District on or after 6 February 1840 by virtue of being descended from one or more of the recognised ancestors of the iwi referred to in clause 8.1.1(a); and

8.1.2 every whānau, hapū, or group composed of individuals, including a group composed of the beneficiaries of the Wellington Tenths Trust and a group composed of the beneficiaries of the Palmerston North Māori Reserves Trust, to the extent that those whānau, hapū, or groups of individuals are referred to in clause 8.1.1; and

8.1.3 every individual referred to in clause 8.1.1.

8.2 For the purposes of clause 8.1.1:

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

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)  
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**8 DEFINITIONS, INTERPRETATION AND GENERAL PROVISIONS**

- (a) birth; or
- (b) legal adoption; or
- (c) Māori customary adoption in accordance with Taranaki Whānui ki Te Upoko o Te Ika tikanga; and

8.2.2 **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; and;

8.2.3 all persons who descend from a Ngāti Tama tupuna fall within the definition of Taranaki Whānui ki Te Upoko o Te Ika unless they choose to have their historical claims settled by another group with a Crown recognised mandate. Should a settlement negotiated by that other group with a Crown recognised mandate become unconditional, those persons will, to the extent that they rely on descent from a Ngāti Tama tupuna, be excluded from the definition of Taranaki Whānui ki Te Upoko o Te Ika, in this Deed of Settlement, settlement legislation and governance entity.

**DEFINITION OF HISTORICAL CLAIMS**

8.3 **Historical claims:**

8.3.1 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 Taranaki Whānui ki Te Upoko o Te Ika (or a representative entity) had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that:

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

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**8 DEFINITIONS, INTERPRETATION AND GENERAL PROVISIONS**

(i) by, or on behalf of, the Crown; or

(ii) by or under legislation; and

8.3.2 includes every claim to the Waitangi Tribunal to which clause 8.3.1 applies and that relates exclusively to Taranaki Whānui ki Te Upoko o Te Ika, including:

(a) Wai 105 – Hutt Section 19 Claim; and

(b) Wai 145 – Port Nicholson Block Claim; and

(c) Wai 183 – Korokoro Urupā Claim; and

(d) Wai 377 – Kaiwharawhara and Hutt Claim; and

(e) Wai 442 – Waiwhetu Pā Land Claim; and

(f) Wai 562 – Pipitea Pā and Street Properties Claim; and

(g) Wai 571 – Section 1, Pipitea Street (resumption) Claim; and

(h) Wai 660 – Hutt Section 19 (part of) Claim; and

(i) Wai 734 – Whanganui-a-Tara (Ngāti Mutunga) Claim; and

(j) Wai 735 – Whanganui a Tara (Ngāti Tama) Claim; and

8.3.3 includes every other claim to the Waitangi Tribunal to which clause 8.3.1 applies so far as it relates to Taranaki Whānui ki Te Upoko o Te Ika or a representative entity.

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

8.4.1 a claim that a member of Taranaki Whānui ki Te Upoko o Te Ika, or a whānau, hapu, or group referred to in clause 8.1.2, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in clause 8.1.1;

8.4.2 a claim that a member of Taranaki Whānui ki Te Upoko o Te Ika, or a whānau, hapū, or group referred to in clause 8.1.2 may have in relation to an excluded area;

8.4.3 a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clauses 8.4.1 or 8.4.2.

8.5 In clause 8.4.2, **excluded area** means each of the following areas to the extent it is land in New Zealand:

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)  
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**8 DEFINITIONS, INTERPRETATION AND GENERAL PROVISIONS**

- (a) the South Island:
- (b) the Chatham Islands:
- (c) the Taranaki area:
- (d) the Kapiti Coast.

8.6 In clause 8.5 **land in New Zealand** means land within the baseline described in sections 5, 6, and 6A of the Territorial Sea, Contiguous Zone, and Exclusive Economic Zone Act 1977 (being the low-water mark along the coast of New Zealand), including all islands, except as otherwise provided in sections 6 or 6A of that Act.

**ADDITIONAL DEFINED TERMS AND INTERPRETATION**

- 8.7 The definitions in paragraph 8.1 of the provisions schedule apply to this deed.
- 8.8 The provisions in paragraph 8.2 of the provisions schedule apply in the interpretation of this deed.

**INTEREST**

8.9 The Crown will pay interest on \$23,138,000 (being the financial and commercial redress amount of \$25,025,000 less the two on account amounts totalling \$1,887,000 referred to in clause 6.2):

- 8.9.1 at the interest rate that is set from time to time by the Reserve Bank as the official cash rate, expressed as a percentage per annum; and
- 8.9.2 calculated on a daily basis but not compounding.

8.10 Interest under clause 8.9 will be:

- 8.10.1 payable in respect of the period commencing on 13 December 2007 (being the date of the agreement in principle) to the settlement date but excluding the settlement date itself; and
- 8.10.2 subject to any tax payable; and
- 8.10.3 paid to the governance entity:
  - (a) on the settlement date; and
  - (b) after withholding any tax that is required by legislation to be withheld.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)  
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**8 DEFINITIONS, INTERPRETATION AND GENERAL PROVISIONS**

**TAX**

8.11 Part 5 of the provisions schedule sets out:

8.11.1 provisions concerning taxation of the provision of redress under this deed;  
and

8.11.2 in particular, the Crown's indemnities in relation to taxation of the provision of redress under this deed.

**NOTICE PROVISIONS**

8.12 Part 6 of the provisions schedule applies to notices under this deed or a settlement document.

**GENERAL PROVISIONS**

8.13 Part 7 of the provisions schedule sets out general provisions applying to this deed and the settlement.

**AMENDMENTS TO THIS DEED**

8.14 This deed may be amended only by written agreement signed by the Crown and the governance entity.

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)  
DEED OF SETTLEMENT**

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**SIGNED** as a deed on

2008

**SIGNED** for and on behalf  
of **TARANAKI WHĀNUI KI TE UPOKO O TE IKA** by  
the mandated signatories in the  
presence of:

\_\_\_\_\_  
*Professor Ralph Heberley Ngatata  
Love*

\_\_\_\_\_  
*Kevin Hikaia Amohia*

\_\_\_\_\_  
*Neville McClutchie Baker*

\_\_\_\_\_  
*Spencer Waemura Carr*

\_\_\_\_\_  
*June Te Raumange Jackson*

\_\_\_\_\_  
*Dr Catherine Maarie Amohia Love*

\_\_\_\_\_  
*Hinekehu Ngaki Dawn McConnell*

\_\_\_\_\_  
*Rebecca Elizabeth Mellish*

\_\_\_\_\_  
*Dr Ihakara Porutu Puketapu*

\_\_\_\_\_  
*Sir Paul Alfred Reeves*

\_\_\_\_\_  
*Mark Te One*

**WITNESS**

\_\_\_\_\_  
Name:

Occupation:

Address:

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)  
DEED OF SETTLEMENT**

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**SIGNED** by the trustees of the Port Nicholson Block Settlement Trust, being the governance entity, in the presence of:

\_\_\_\_\_  
*Professor Ralph Heberley Ngatata Love*

\_\_\_\_\_  
*Kevin Hikaia Amohia*

\_\_\_\_\_  
*Neville McClutchie Baker*

\_\_\_\_\_  
*Spencer Waemura Carr*

\_\_\_\_\_  
*June Te Raumange Jackson*

\_\_\_\_\_  
*Dr Catherine Maarie Amohia Love*

\_\_\_\_\_  
*Hinekehu Ngaki Dawn McConnell*

\_\_\_\_\_  
*Rebecca Elizabeth Mellish*

\_\_\_\_\_  
*Dr Ihakara Porutu Puketapu*

\_\_\_\_\_  
*Sir Paul Alfred Reeves*

\_\_\_\_\_  
*Mark Te One*

**WITNESS**

\_\_\_\_\_  
Name:

Occupation:

Address:

**PORT NICHOLSON BLOCK (TARANAKI WHĀNUI KI TE UPOKO O TE IKA)  
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**SIGNED** for and on behalf of **THE SOVEREIGN**  
in right of New Zealand by:

the Minister in Charge of Treaty of Waitangi  
Negotiations in the presence of:

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*Hon Dr Michael Cullen*

the Minister of Māori Affairs  
in the presence of:

---

*Hon Parekura Horomia*

the Associate Minister in Charge of Treaty of  
Waitangi Negotiations in the presence of:

---

*Hon Shane Jones*

the Associate Minister in Charge of Treaty of  
Waitangi Negotiations in the presence of:

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*Hon Mita Ririnui*

**WITNESS**

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Name:

Occupation:

Address: