

**K**urahaupo te Waka...

**T**uwhakaterere te Tangata...

**N**gāi Takoto te Iwi...

# *Toi te Kupu, Toi te Mana, Toi te Whenua.*

*When the Word is established, the Mana is established and the Land is secured.*

This proverb encapsulates the principles by which the Treaty of Waitangi should be guided, and how the relationships and transactions between NgaiTakoto Iwi and Crown must be conducted, if authentic Bi-cultural Development and Partnership is to be established.

This ideal is now embodied in the amended section (6) (1) of the Treaty of Waitangi Act 1975. It states that the 'Principles of the Treaty are to be taken into account, not what anyone holds to be the meaning ascribed to any of the words.

Toi te Kupu: It is a known history, that the word of Te Tiriti on the part of the Crown and its representatives was never fully established and grounded. 'He mea pou takiwa' - It was "left in the air". From its inception, Te Tiriti was more honoured in the breach, than in the observance, and therefore this document sets out the process and relationship by which this imbalance may be addressed.

In a monoculture environment, there is a disconnection between the secular and spiritual.

This disconnection is linked with the capitalistic mode of production, which expropriates and commodifies the land, its resources and people. Such disconnections produce double standards and situational ethics based on self and in-group interests however/whenever and wherever it suits the holder. It has no firm foundation to which it can be secured since it is based upon materialistic considerations, and not on the spiritual. In other words it is based upon the **lower** transitory rather than on the **higher**, which is external.

NgaiTakoto Iwi could contemplate no such disconnection between secular and sacred. We are descended from the Gods through the descent lines of cultural heroes. All things originated in Iotakake, the foundation of all things and upon which all things are established. All is one. NgaiTakoto iwi are therefore one, with all things. We are an integral part of the natural order. We therefore hold a special relationship to Mother Earth (papatuanuku) the mother who nurtures all mankind. Since Ranginui is our Sky Father, the father of the lesser Gods and especially Tane the progenitor of mankind, what therefore is established on earth by the '**Kupu Mana**' is established in the heavens. The link between the secular and spiritual when recognised and adhered to, links the oath or work of power of eternal foundations, Hence, '**Toi te Kupu.**'

Rev Maori Marsden

## Ezekiel 37

The hand of the LORD was upon me, and carried me out in the spirit of the LORD, and set me down in the midst of the valley which was full of bones,

And caused me to pass by them round about: and, behold, there were very many in the open valley; and, lo, they were very dry.

And he said unto me, Son of man, can these bones live? And I answered, O LORD GOD, only thou knowest.

Again he said unto me, Prophecy upon these bones, and say unto them, O ye dry bones, hear the words of the LORD.

Thus saith the LORD GOD unto these bones; Behold, I will cause breath to enter into you, and ye shall live:

And I will lay sinews upon you, and I will bring up flesh upon you, and cover you in skin, and put breath into you, and ye shall live; and ye shall know that I am the LORD.

So I prophesied as I was commanded: and as I prophesied, there was a noise, and behold a shaking, and the bones came together, bone to his bone.

And when I beheld, lo, the sinews and the flesh came up upon them and the skin covered them above: but there was no breath in them.

then said he unto me, Prophecy unto the wind, prophesy, son of man, and say to the wind, Thus saith the LORD GOD; Come from the four winds, O breath, and breathe upon these slain, that they may live.

So I prophesied as he commanded me, and the breath came into them, and they lived, and stood up upon their feet, an exceeding great army.

Then he said unto me, Son of man, these bones are whole house of Israel: behold, they say, our bones are dried, and our hope is lost: we are cut off from our parts.

Therefore prophesy and say unto them, Thus saith the LORD GOD; Behold, O my people, I will open your graves, and cause you to come up out of your graves, and bring you into the land of Israel.

And ye shall know that I am the LORD, when I have opened your graves, O people, and brought you up out of your graves,

And I shall put my spirit in you, and ye shall live, and I shall place you in your own land: then shall ye know that I the LORD have spoken it, and performed it, saith the LORD.

The word of the LORD came again unto me, saying,

Moreover, thou son of man, take thee one stick, and write upon it, for Judea, and for the children of Israel his companions: then take another stick, and write upon it, For Joseph, the stick of Éphraïm, and for all the house of Israel, his companions:

And join them one to another into one stick; and they shall become one in thine hand.

And when the children of thy people shall speak unto thee, saying, Wilt thou not show us what thou meanest by these?

Say unto them, Thus saith the LORD GOD: Behold I will take the stick Joseph, with is in the hand of Êphrâim, and the tribes of Israel his fellows, and will put them with him, even with the stick of Judah, and make them one stick, and they shall be one in mine hand.

And the sticks whereon thou writest shall be in thine hand before their eyes.

And say unto them, Thus saith the Lord GO; Behold, I will take the children the children of Israel from among the heathen, whither they be gone, and I will gather them on every side, and bring them into their own land:

And I will make them one nation in the land upon the mountains of Israel; and one king shall be king to them all: and they shall be no more two nation, neither shall they be divided into two kingdoms any more at all:

Neither shall they defile themselves any more with their idols, nor with their transgressions: but I will save them out of all their dwelling places, wherein they have sinned, and I will cleanse them: so shall they be my people, and I will be their GOD.

And David my servant shall be king over them; and they all shall have one shepherd: they shall also walk in my judgements, and observe my statutes, and do them.

And they shall dwell in the land that I have given unto my servants, wherein your fathers have dwelt; and they shall dwell therein, even they, and their children, and their children's children for ever: and my servant David shall be their prince forever.

Moreover I will make a covenant of peace with them; it shall be an everlasting covenant with them: and I will place them, and multiply them, and will set my sanctuary in the midst of them for evermore.

My tabernacle also shall be with them: yea, I will be their God and they shall be my people.

And the heathen shall know that I the LORD do sanctify Israel, when my sanctuary shall be in the midst of them for evermore. (Ezekiel 37)

Reading by: Whaea Maraea Natanahira Awarau (Hetaraka) June 1993 Tangi - Rev Maori Marsden.







This booklet reflects the end result of many years of negotiations with the Crown undertaken on behalf of NgaiTakoto by present and past generations of NgaiTakoto whanau. We greatly recognise and acknowledge the contributions of those whanau members who began and represented the journey from the outset, and those who "picked up the baton" along the way and did not live to see the end results of their labours. This settlement is dedicated to their memory; let not their efforts have been in vain....

Rev Maori Marsden, Rev Harold Petera, Lance (Jeb) Brown, Laddie & Harriet Cook, Hiraina Marsden, Walter Erstich, and those who supported in other ways: Ivan Erstich, Matilda Dick, Muriwai Popata, & Rev Bert Clarke.

*E nga Rangatira, e nga Whaea, moe mai i roto i te Ariki e moe, e moe, e moe te moengaroa.*

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# Mihi

Ka tauha whakatau ha  
Ko te papa i raro nei  
Ka tauha whakatauha  
Ko te rangi e tu nei  
Koia rukuha manawa pou roto  
Koia rukuha manawa pou waho  
Koia rukuha manawa pou rarotonga  
Whakatina kia tina

Te moana i a Hawaiki  
e pupu ano hoki  
e wa wau ano hoki  
Tarewa tu ki te rangi  
aua ki eke  
eke tangaroa,  
eke panuku,  
haramai te toki,  
haumi e, hui e,  
taiki e,

Ko Tuwhakaterere te tangata  
Ko NgaiTakoto te iwi  
Tona whakatauki  
“He iti marangai e tu ana te pa hukahuka, he iti pioke no Rangaunu, he au tona”  
No reira, e nga mana  
e nga karanga tangata  
e nga reo  
Tena koutou, Tena koutou  
Tena koutou katoa.

Ki nga mate huhua o te wa  
Haere koutou  
Haere, haere, haere  
Ko te pouri uri  
Ki te po tango tango  
Ki te po i auai te moe, e moe, e moe  
Moe mai i roto i te Ariki.

Apiti hono, tatai hono  
Te hunga mate, ki te hunga mate  
Te hunga ora, ki te hunga ora  
Tena ano tatou katoa.

Me penei ke te korero  
Patu ngaro, ngaro he tangata  
Toi te te whenua  
Tu te ao, tu te po.





## Chief Negotiators Message

Over the past 172 years successive Tupuna of NgāiTakoto and NgaiTakoto descendants have maintained and endured the struggle of seeking redress to our long standing grievances with the Crown. Driven by a strong belief, dedication and strength of heart the present descendants of NgāiTakoto have carried on the efforts of those who have gone before. The end is in sight with the exchange of letters acknowledging of a Deed of Settlement between the Crown and NgaiTakoto in November 2011, represented by The Honourable Chris Finlayson, Minister for Treaty Settlements and Crown Negotiators/OTS, Maureen Hickey, Pat Snedden and NgāiTakoto Negotiators, represented by Mangu Awarau, Robert Tamati and myself, with oversight from the NgaiTakoto Iwi.

Our ability to reach this long awaited milestone has hinged on the commitment of those members of NgāiTakoto who have worked extremely hard to reach this point, and it is our firm belief that after 15 years of intense negotiations that as the NgaiTakoto negotiations team we have achieved the best possible outcomes for NgaiTakoto. It is now time to seek the support of our people to the settlement proposal that we are recommending.

Key elements of the settlement offer from the Crown to NgāiTakoto are contained in this booklet as is the proposed structure that will manage the settlement assets of NgāiTakoto. The settlement offer outlined gives us the opportunity to reaffirm our responsibilities over our ancestral lands & taonga, as well as monetary compensation for the social, economic and cultural deprivation suffered by past generations of our NgāiTakoto people. The settlement also provides evidence of recognition by the Crown of our longstanding claims and the NgaiTakoto right to be. We are now requiring preparation to embark on a new journey of self awareness for our people, facing the likelihood that the immediate and future NgaiTakoto generations will discover the opportunities that our Tupuna were denied. Instead of the weight of injustice on our backs, we will carry the excitement, hopes and aspirations of our NgāiTakoto people forward, into the future.

Therefore: If we live as we ought, we shall know things as they are..and if we know things as they are.. then we shall live as we ought....

This booklet contains crucial information affecting the future of NgāiTakoto and I urge you strongly to read it carefully and discuss it with whānau members. Over the next few weeks the negotiations team will be travelling around the motu to discuss the NgaiTakoto Deed of Settlement and the proposed settlement structure (PSGE) and address any questions that may be asked. After attending the Information Hui and reading this booklet you will be able to make a fully informed decision when voting for the Deed of Settlement and the proposed settlement structure. Supporting the Deed of Settlement and the proposed settlement structure will allow us to start a new journey, one that leaves our grievances behind and signals the start of a progressive new future for our children and mokopuna of NgāiTakoto.

Na reira ma te Atua koutou e manaaki, e tiaki e nga wa katoa.

Rangitane Marsden

NgaiTakoto Claims Team





# 1. Overview

The purpose of this booklet is to provide you with information about the Crown's settlement offer and the proposed NgāiTakoto Post-Settlement Governance Entity, so that you are well-equipped to participate and make an informed ratification decision.

On 23 November 2011 NgāiTakoto and the Crown exchanged letters confirming that a **Deed of Settlement** that contains the Crown's formal offer to settle all NgāiTakoto historical claims resulting from acts or omissions by the Crown prior to 21 September 1992 could be taken to the people of NgāiTakoto for their views.

All eligible members of NgāiTakoto now have the opportunity to vote on whether or not to accept the Crown's settlement offer. This process is called **Ratification**.

Before settlement assets can be transferred, a legal structure referred to as the post-settlement governance entity (**PSGE**) must be in place to receive them. The trustees of NgāiTakoto Research Unit Trust (**Trust**) have undertaken extensive work and sought expert advice to develop a proposal for the establishment of a suitable PSGE and operational structure to receive, manage and grow the NgāiTakoto settlement assets. As part of the ratification process, members of NgāiTakoto are also being asked to vote to approve this proposal.

In the second part of this booklet we provide an overview of the proposed PSGE – **Te Rūnanga O NgāiTakoto** and associated operating structures. A detailed explanation of this proposed structure will be provided as part of the Information Hui and a copy of the proposed PSGE Trust Deed can be found on the NgāiTakoto website or can be obtained from the NgāiTakoto office – refer to Part 9 of this Information Booklet for the details on how to obtain the Trust Deed.

To ensure a common understanding of some of the key terms used, we have added a glossary to the back of this Information Booklet.

## 2. Crown Settlement Offer

The benefits of the settlement will be available to all members of NgāiTakoto, wherever they live.

The Crown's settlement offer, as presented in the Deed of Settlement, includes:

- **The Crown Apology:** including an agreed Historical Account and Crown Acknowledgements. This is fundamental to our settlement as it finally acknowledges the validity of the claims that our tupuna have made over generations and in doing so, reaffirms and recognises our mana.
- **The Historical Account:** is an agreed statement of the history of interaction between the Crown and NgāiTakoto. Reaching agreement on the Historical Account involved a considerable level of negotiation that focused on the weight given to evidence used in establishing breaches of the Treaty. Events covered in the Historical Account relate to key areas of historical Crown activity, including:
  - > Pre-Treaty of Waitangi transactions;
  - > The establishment and findings of the Land Claims Commission 1843;
  - > The Land Claims Settlement Act 1856;
  - > Crown purchasing activity from 1858;
  - > Native Land Court operations; and
  - > The Crown's Nineteenth and Twentieth Century land administration practices and policies.

Based on the agreed Historical Account, the Crown acknowledges that certain historical acts and omissions were in breach of the Treaty.

- **Cultural Redress:** The cultural redress package provides for a payment of **\$2.4 million**, ten sites to be vested exclusively in the PSGE, six sites to be jointly vested in the PSGE and one or more other Te Hiku iwi (totalling approximately **1,600 hectares**). The cultural redress package recognises our ability to express our cultural, spiritual, historical and traditional associations and exercise our kaitiaki responsibilities with the rivers, lakes, land and natural resources in our rohe, all of which have been drastically eroded over the last 170 years. The settlement offer provides us with a range of mechanisms to see our mana over taonga restored.
- **Financial and Commercial Redress:** The financial and commercial redress component is made up of cash, properties and mechanisms for acquiring properties, with a total value of **\$21.04 million** (plus interest from Agreement in Principle to the day before Settlement Date) less the value of the commercial properties that are to be acquired by NgāiTakoto. Approximately **1,328 hectares** in total would be transferred to NgāiTakoto. This redress aims to provide resources to assist us to develop our economic, social and cultural well-being. Mechanisms such as the Right of First Refusal (**RFR**) give NgāiTakoto the right and opportunity to buy certain Crown assets over a 172 year period, which will in turn provide the platform to generate funding for our social and cultural development.



- **Accumulated rentals:** As part of the settlement package NgāiTakoto will purchase its share of the Aupouri Crown Forest (**\$1.532 million**) from its share of CFRT rentals that have accumulated on that land since 1989, worth approximately **\$2.2 million**. NgāiTakoto will also receive a 25% share in the future annual forest rentals. The accumulated rentals are in addition to the commercial redress that NgāiTakoto will receive. NgāiTakoto will also receive New Zealand Units or carbon credits with a potential value of **\$566,000**.



## 3. Information Hui, voting and resolutions

### Information Hui

The purpose of the Information Hui is to make sure that NgāiTakoto members have all the information required to make a fully informed decision on whether to vote for the Deed of Settlement and the proposed PSGE structure. For this reason the Trustees strongly urge all NgāiTakoto members to take the opportunity to attend at least one of the 3 Information Hui in Aotearoa, or in Australia if applicable.

Date	Time	Venue
3 March 2012	2pm	Te Kura Kaupapa Maori o Te Rangi Aniwaniwa, <b>Kaitia</b>
10 March 2012	2pm	The Library, Dent St, <b>Whangarei</b>
17 March 2012	2pm	Nga Whare Waatea, Mangere, <b>Auckland</b>
<b>Voting closes 5pm, Thursday 5 April 2012</b>		
28 April 2012	TBC	Church of Te Wairua Tapu, <b>Sydney</b>
TBC	TBC	<b>Melbourne</b>

### Voting

Postal Ballot closing Date – **5pm, Thursday 5 April 2012**

The NgāiTakoto Deed of Settlement and PSGE are subject to ratification by NgāiTakoto members – there are 3 possible ways to vote:

1. Online;
2. By post; or
3. By placing your voting paper in the ballot box at any one of the Information Hui mentioned above.

To ensure the integrity of the ratification process, NgāiTakoto has engaged **electionz.com** to act as an independent Returning Officer who will receive and collate the votes. The Trust will not be involved in the voting process once the voting period commences.

It is very important that all NgāiTakoto members participate in this process. If a sufficient majority of those aged 16 years and over who participate support the NgāiTakoto Deed of Settlement and the PSGE proposal – NgāiTakoto can formally establish the PSGE and then receive the settlement redress which will occur over future periods of time.

More information on the voting process is outlined in the documents that come with this Information Booklet.







## Resolutions

We urge you to take the opportunity to read the information provided in this booklet and attend one of the three Information Hui that have been scheduled throughout the country. You will then be able to fully participate in the decisions that affect your future as a NgāiTakoto member. As mentioned above, there are three ways you can vote.

When the time comes to vote, the trustees of the Trust unanimously recommend that members of NgāiTakoto approve the resolutions by voting as follows:

**Resolution 1**  
**I accept the NgāiTakoto Deed of Settlement (relating to historical Treaty claims); and**

**Resolution 2**  
**I accept Te Rūnanga o NgāiTakoto as the PSGE to receive and manage the Treaty Settlement assets for NgāiTakoto.**

## 4. Historical Background to our Claims

### Historical Background to the Claim

The historical basis for the NgāiTakoto claim is set out in the draft Deed of Settlement as the “Historical Account” negotiated between NgāiTakoto and the Crown. The “Historical Account” is introduced by a brief section on the origins and identity of NgāiTakoto. It then describes the relationship between the Crown and NgāiTakoto pre 1840, and identifies Crown actions and omissions which have impacted negatively on NgāiTakoto over the generations. It provides the context for the Crown’s acknowledgments of its historical Treaty breaches against NgāiTakoto and for the Crown’s offer of an apology to NgāiTakoto. The basis of the NgāiTakoto claim is as follows:

### Pre-Treaty Transactions

By the end of the 1830’s many Europeans, particularly those associated with the missionary society, had settled on NgāiTakoto lands. NgāiTakoto and the European settlers had very different concepts of land ownership and exchange: Māori customary land tenure was generally communal and flexible, while European societies exchanged land permanently for goods or money.

The 1834 Kaitaia (Kerekere) transaction with the Church Missionary Society was the first written land agreement in the NgāiTakoto rohe. Other transactions included Ohotu (1835), Otararau and Waiokai (1835), Warau, Matakō (1839), Te Make (Ōkiore, 1839), Kaimaumau (1839), and Awanui (Otaki, 1837 and 1839). In January 1840, a missionary also entered into an agreement for over 65,000 acres at the top of the peninsula, which included kainga at Kapowairua and Cape Reinga. While these transactions covered much of the NgāiTakoto rohe, NgāiTakoto had limited involvement in them. NgāiTakoto rangātira were not parties to these agreements.

These transactions affected NgāiTakoto significantly, and marked the first stage in a process that eventually led to the alienation of most NgāiTakoto land and many places of significance.

### The Lands Claims Commission, 1843

In 1840 the Crown established a land claims commission to investigate pre-Treaty land transactions. The Crown took the view that it held radical title to all land in New Zealand. Crown title was burdened by any customary title, except where that customary title had been extinguished through pre-Treaty transactions.

When the land claims commissioners investigated those transactions and found them to be valid, the Crown considered that it held a full title to the land. In such cases, the Crown gave a title to land to settler claimants based on how much they paid Māori and when they had paid it.

The land claims commission generally confined its attention to the transactions recorded in deeds, and to the evidence placed before it. It did not usually inquire into the wider customary rights of Māori with interests in the land, or seek to determine what Māori understood when they entered into the transactions. However, Māori could themselves put such matters before the commissioners.



The Crown did not provide a formal mechanism for Māori to appeal decisions if they believed their interests had not been recognised.

Commissioner Godfrey recommended the Crown grant settlers land at Te Make (Ōkiore), Awanui (Otaki), Ohotu, Otararau and Waiokai, Kaitaia (Kerekere), Warau Matakō and Kaimaumu. Of the 65,000 acres claimed at Kapowairua and Cape Reinga, the missionary was awarded 1,704 acres at Kapowairua. No investigation was undertaken on the impact of the alienation of these blocks on NgāiTakoto and there is no record of NgāiTakoto's immediate response to the investigations.

### **The Land Claims Settlement Act 1856**

During the 1840s the Crown issued some land grants to claimants based upon the Commissioner's recommendations. These lands were often not properly surveyed and the original transactions and boundaries were also often unclear. This uncertainty prompted the Crown, in 1856, to initiate a new investigation process.

Under the Land Claims Settlement Act 1856 a new commissioner re-examined all the claims involving NgāiTakoto lands in 1857. Commissioner Bell concluded that the pre-Treaty claims for these blocks totalled 32,000 acres; 17,000 of which was to go to settlers and 15,000 to the Crown as surplus land. Māori were to receive approximately 450 acres. The Crown's 15,000 acres of surplus lands came from the Warau, Matakō, Kaitaia (Kerekere), Otararau and Waiokai, Awanui, and Te Make (Ōkiore) claims.

The new Crown grants did not reflect the terms of the original transactions by not providing for continued Māori use of cultivation areas and kainga in the Te Make (Ōkiore), Ohotu, Pukepoto and Awanui areas. Instead the Crown awarded 450 acres of reserves. NgāiTakoto lost legal ownership of kainga and cultivations they wished to retain, but which were on lands outside their reserves. Moreover, some reserves that Bell recommended were never established. The loss of rights to lands along the Awanui River was especially felt as this was a key settlement area Māori sought to protect with its access to river resources. The Crown did not require Bell to consider the impact on NgāiTakoto of the alienation of these lands or assess whether they had sufficient land for their present and future wellbeing.

Crown grants were finally issued from 1862. Twenty-two years after the Treaty was signed, NgāiTakoto could see the impact of Crown policy on these pre-Treaty transactions in our rohe. What had begun as arrangements between Māori and early settlers to develop new economic opportunities ended with Māori marginalised and excluded.

### **Ceded Lands**

In 1857, Commissioner Bell also investigated George Stephenson's claim to land at Ruatorara (East Beach), to the south of the Houhora Harbour entrance. The Crown pressured rangātira of neighbouring iwi to provide compensation to George Stephenson to make amends for the removal of goods from his ship which had run aground at Ahipara. Māori eventually complied with the Crown demand to provide compensation and agreed to transfer 2,482 acres of land at Ruatorara. In 1861, the Crown awarded Stephenson 1,000 acres and retained 1,482 acres as surplus land.



### **Crown Purchases 1858-1859**

In 1858 the Crown began a systematic programme of land purchasing in the Far North. The Crown acquired four land blocks (Muriwhenua South, Wharemaru, Oinu, and Ahipara) totalling 112,613 acres in which NgāiTakoto had interests. As with the pre-Treaty transactions, NgāiTakoto had no involvement in these arrangements, nor received any reserves from these Crown purchases.

### **Continued Use of Land**

NgāiTakoto had lost legal ownership of most of their rohe but continued to live upon some of these lands. Crown efforts to settle the area did not gain momentum until the 1890s and it was not until well into the twentieth century that Pakeha settlement was widely established. Māori continued to live on Muriwhenua South block lands until the 1890s when the Crown finally took steps to take over the area under pressure from settlers seeking land. This created confusion and grief when Māori were finally moved off the land.

This distress was evident among Māori who continued to use the Tangonge block, the 685 acres of surplus land the Crown obtained from the Otararau pre-Treaty transaction. It was not until the 1890s that Māori became aware the Crown claimed ownership of the area and began protesting the loss of ownership of the land. Māori believed the land had been excluded from the transaction in agreement with the settler who purchased the area.





In the latter part of the nineteenth century Ngāi Takoto were sustained by gum digging, but when this declined in the early twentieth century, they had little land to maintain them. They had no lands to use for the Government supported development of dairying in the mid-twentieth century, other than a block they purchased at Paparore. The loss of their land and their economic base left Ngāi Takoto in considerable poverty.

Ngāi Takoto whanau and others retain interests in very small areas of Ngāi Takoto ancestral lands today. Only 181 acres of the 849 acres reserved from the pre-Treaty transaction in Maimaru (109 acres) remain, Waimanoni (67 acres) and Matarau (5 acres) remain in Māori ownership. In addition, whanau members have for several generations held 311 acres at Kaimaumu which was purchased from the Crown in 1921. They also hold 437 acres of the pre-Treaty grant at Paparore which they purchased in 1891. The Native Land Court awarded Ngāi Takoto interests in the 1,174 acre Oturu block in 1882, but little of this land remains in Ngāi Takoto whanau ownership today. A small area, containing 8 acres 3 roods, called Te Neke was excluded from the private purchase of land in the northern peninsula in 1873. It was located on the coast at the northern end of Te Rerenga Wairua south west of Te Pahi. In 1993 it was set aside for the use and benefit of Ngāi Takoto and other iwi.

### **Natural Resources**

The loss of access to and management of natural resources is an ongoing grievance for Ngāi Takoto. The iwi traditionally used areas seasonally or to collect natural resources for sustenance or rongoa. Many sites had historical or spiritual significance too – particularly Te Oneroa a Tōhē and the east coast of Rangaunu, the pathways used by spirits on their journey to Te Rerenga Wairua, (Cape Reinga) intersecting the worlds of the living, and the dead.

The loss of legal title to land severely affected the ability of Ngāi Takoto to access traditional resources and rahui to protect the environment could not be enforced. Deforestation and other development degraded land and waterways. Loss of access has also undermined cultural knowledge and practices relating to those areas and resources.

### **Ongoing Grievances**

The majority of lands in the Ngāi Takoto rohe were alienated in the nineteenth century, but the Crown has not addressed landlessness among Ngai Takoto. In 1991, the State Owned Enterprise Landcorp sold the 1,183 hectare Kaimaumu station (on the former Wharemaru block), despite substantial protest from Ngāi Takoto and the Waitangi Tribunal urging the Crown to retain the land. At the time there was no process established for land banking Crown and state owned assets.

## 5. Crown Apology and Crown Acknowledgement

One of the most important aspects of the settlement offer is a **formal apology by the Crown** that seeks to atone for the past wrongs, indicates the Crown's desire to build a relationship of trust and mutual co-operation with NgāiTakoto and expresses the intention to assist the process of healing grievances.

The Crown Apology is included as part of the Deed of Settlement and the settlement legislation to publicly acknowledge the full effects of acts and omissions of the Crown and the failure to actively protect the interests of NgāiTakoto.

It should be read in conjunction with the Historical Account and Crown Acknowledgements, which together vindicate the claims our tupuna have made over the generations, and recognise and reaffirm NgāiTakoto's mana.

The Historical Account (which is provided in full in the Deed of Settlement) is an agreed statement of the history of interaction between the Crown and NgāiTakoto. Reaching agreement on the Historical Account involves a considerable level of negotiation that focuses on the weight given to evidence used in establishing breaches of the Treaty.

Events covered in the Historical Account relate to the following areas of historical Crown activity:

- Early Contact with Europeans;
- Pre-Treaty Transactions;
- Te Tiriti o Waitangi, 1840;
- The Land Claims Commission, 1843;
- The Land Claims Settlement Act 1856;
- Ceded Lands;
- Crown purchases 1858-1859;
- Native Land Court and land sales 1865 – 1921;
- Crown land administration in the twentieth century; and
- The physical, spiritual and socio-economic consequences in relation to the above.

The Crown Apology, Crown Acknowledgement and the agreed Historical Account assists in addressing the hurt inflicted on NgāiTakoto by the Crown, enabling us all to move on from the past, and work towards a more positive future for our mokopuna. For further explanation, please refer to the Deed of Settlement (see Part 9 of this Information Booklet for details on how to obtain the Deed of Settlement).



## 6. Settlement Redress

NgāiTakoto's potential settlement redress involves a unique array of Cultural, Collective/ Te Hiku o Te Ika, and Commercial redress items.

Within the Cultural and Commercial redress items (for example, properties, Deeds of Recognition and Statutory Acknowledgements) some would be transferred to NgāiTakoto exclusively, while others would be shared between two or more Iwi.

Te Hiku o Te Ika redress involves the establishment of relationships between all Te Hiku Iwi with local authorities and the Crown. More detailed information on each redress mechanism is provided in the following sub-sections.

### 6.1 Cultural Redress

The identity of NgāiTakoto is strongly associated with our natural environment. The whenua, moana, and awa in the region define us as an Iwi, they are the source of our stories and whakatauki, and in some cases embody our Tupuna. Over the past 172 years NgāiTakoto's ability to express these relationships and exercise our kaitiaki responsibilities has been drastically eroded.

The proposed transfer of approximately 1,600 hectares of Cultural Redress land will help restore NgāiTakoto's mana over our whenua and taonga and give practical effect to our kaitiaki responsibilities in areas of significance to NgāiTakoto.

These cultural redress mechanisms:

- Recognise and safeguard our interests, enhancing the Iwi's ability to have NgāiTakoto's values acknowledged and provided for;
- Provide opportunities for active management, control or ownership of sites, areas or customary resources on Crown-owned land with which we have traditional and cultural associations; and
- Create partnerships and relationships with government departments and other agencies such as local bodies, which play significant roles in the areas in which NgāiTakoto have traditional and cultural associations.

In the following pages we review the most significant areas of cultural redress within the Crown's settlement offer.

## NgāiTakoto Area of interest and Associated Marae

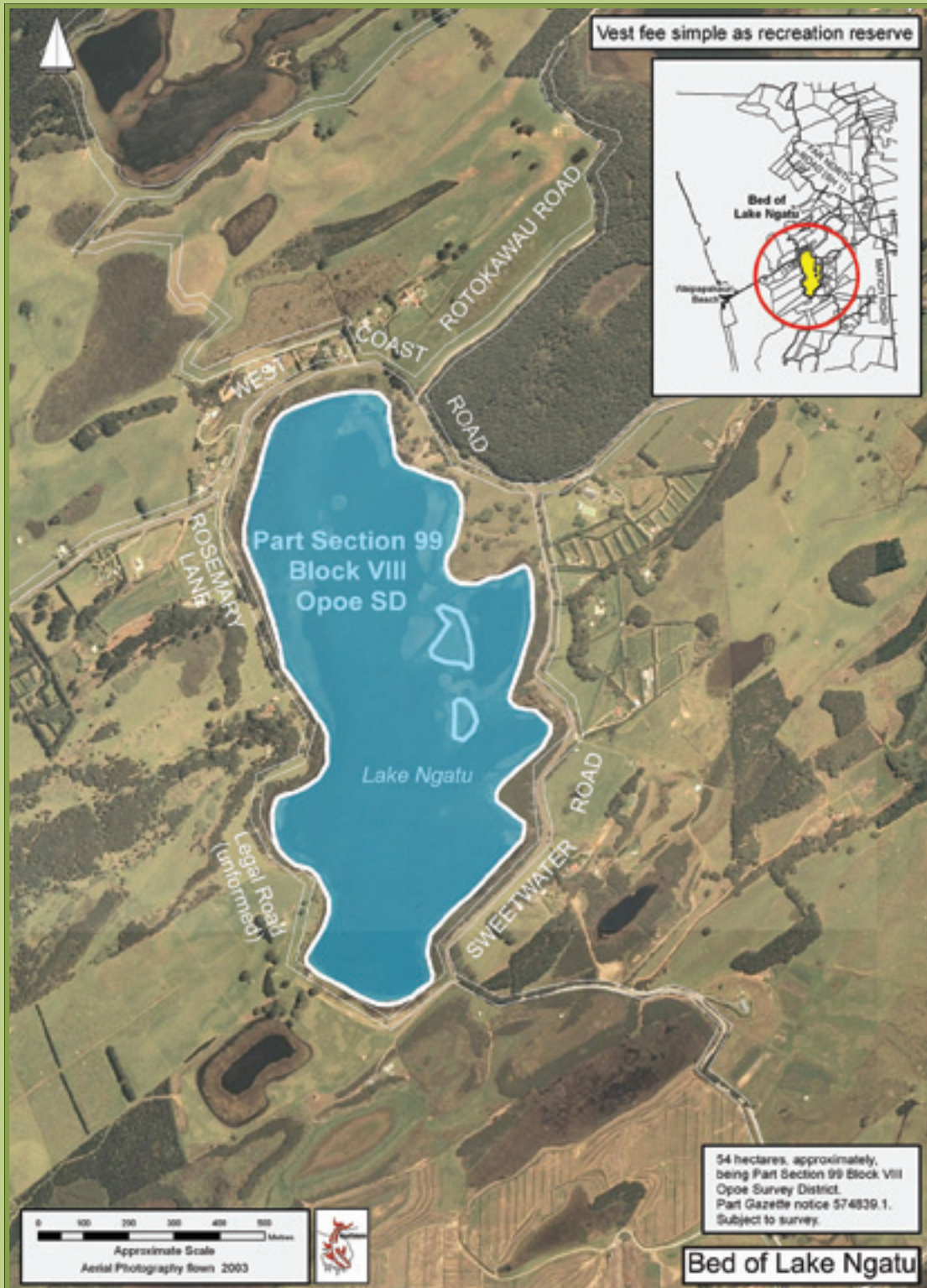




REDRESS INSTRUMENT	SITES
Cultural Quantum	<p>This payment is provided so that redress to purchase Far North District Council sites or other tribal cultural aspirations can be realised:</p> <ul style="list-style-type: none"> <li>• \$2.1 million</li> </ul>
Cultural Redress Properties	<p>Exclusive fee simple sites to Ngāi Takoto:</p> <ul style="list-style-type: none"> <li>• Waipapakauri Papakainga, 6 ha</li> <li>• Lake Rotokawau bed, 16 ha</li> <li>• Lake Ngakapua bed, 14 ha</li> <li>• Lake Katavich bed, 7 ha</li> <li>• Lake Waiparera bed, 112 ha</li> <li>• Kaimaumu Marae site, 14.6 ha</li> <li>• Hukatere site A, 2 ha</li> <li>• Lake Ngatu bed (subject to recreation reserve status), 54 ha</li> <li>• Wharemaru/ East Beach (subject to scenic reserve status), 1000 ha</li> <li>• Waipapakauri Beach site (subject to scenic reserve status), 5.3 ha</li> </ul> <p>Joint fee simple with Te Rarawa, Ngāti Kuri and Te Aupouri, subject to scenic reserve status:</p> <ul style="list-style-type: none"> <li>• Beach sites A, B, C and D (a collection of beach sites totalling 214 ha)</li> </ul> <p>Joint fee simple with Te Rarawa, subject to conservation covenant</p> <ul style="list-style-type: none"> <li>• Lake Tangonge site A, 31 ha</li> <li>• Tangonge site, 125 ha</li> </ul>



Lake Ngatu Bed





## Waipapakauri Ramp



Wharemaru / East Beach Site



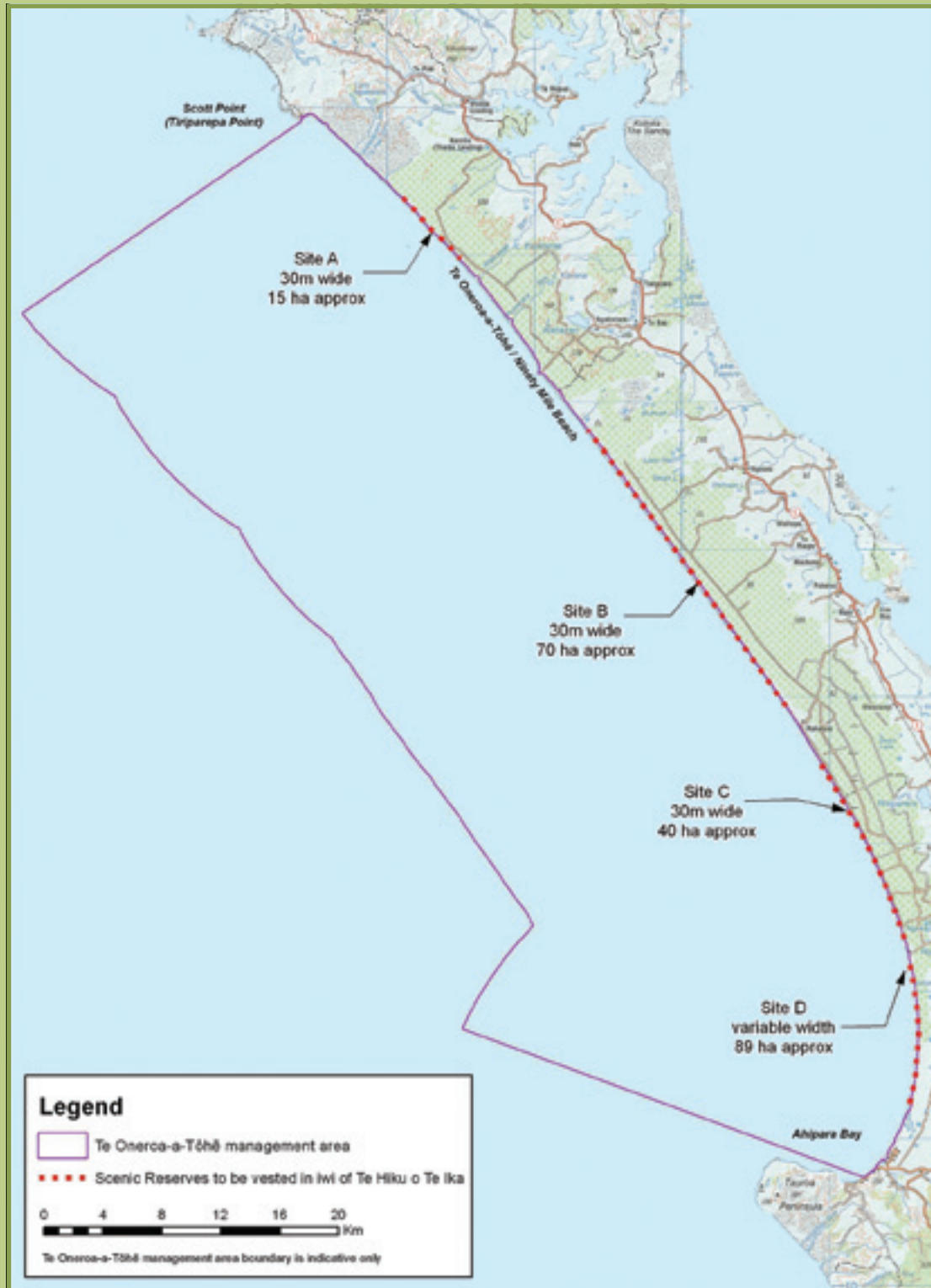


Ngāi Takoto Fee Simple Lake Beds





## Te Oneroa-a-Tōhē Management Area



Statutory  
acknowledgements  
(non-exclusive)

A Statutory Acknowledgement provides a permanent record of the association between Ngāi Takoto and the areas identified below. Local authorities, the Environment Court and the Historic Places Trust must have regard to these associations when making decisions that affect them:

- Lake Heather (Wai Te Huahua)
- Lake Rotoroa
- Lake Waikaramu
- Remainder of Lake Ngatu Recreation Reserve
- Rarawa Beach Campground
- Kowhai Beach
- Waipapakauri South Conservation Area
- Whangatane Spillway
- Awanui River



Statutory Acknowledgements





Deed of Recognition	<p>A Deed of Recognition relates to any area covered by a statutory acknowledgement that is managed by the Crown. This requires the Crown to consult with Te Rūnanga O Ngāi Takoto on specific issues and that the Crown must have regard to Ngāi Takoto's views.</p> <ul style="list-style-type: none"> <li>• Lake Heather (Wai Te Huahua)</li> <li>• Lake Rotoroa</li> <li>• Lake Waikaramu</li> <li>• Kowhai Beach</li> <li>• Awanui River</li> <li>• Rarawa Beach Campground</li> <li>• Lake Ngatu Recreation Reserve</li> <li>• Waipapakauri South Conservation Area</li> <li>• Whangatane Spillway</li> </ul>
Geographic name changes	<p>A total of 6 Ngāi Takoto place name changes have been approved in conjunction with the New Zealand Geographic Board as part of the settlement, as follows:</p> <ul style="list-style-type: none"> <li>• Ninety Mile Beach &gt; Te Oneroa a Tōhē/ Ninety Mile Beach</li> <li>• Cape Reinga &gt; Cape Reinga/ Te Rerenga Wairua</li> <li>• East Beach &gt; Ngāruī-o-te- Marangai Beach</li> <li>• Tatarakihi &gt; Tūtātarakihi</li> <li>• Walker Island &gt; Tāhuahua-Paopao-Karoro Island</li> <li>• Spirits Bay &gt; Piwhane/ Spirits Bay</li> </ul>
Protocols	<p>A Protocol sets out how the Crown will interact with Te Rūnanga O Ngāi Takoto in regard to the following areas:</p> <ul style="list-style-type: none"> <li>• The protocol with the Minister of Energy and Resources;</li> <li>• The culture and heritage protocol; and</li> <li>• The fisheries protocol</li> </ul>
Letters of Introduction	<p>The Minister for Treaty of Waitangi Negotiations will write to Northland Regional Council and Far North District Council encouraging each Council to enter into a formal relationship with Te Runanga O Ngāi Takoto</p> <p>Each letter will note the aspirations of Ngāi Takoto, particularly concerning the performance of the Council's functions and obligations, and the exercise of its powers in relation to the development of regional and district plans.</p> <p>Further letters will also be sent to Government agencies, relevant museums, universities and libraries. A complete list can be found in sections 8.22, 8.24, 8.27 and 8.28 of the proposed Ngāi Takoto Deed of Settlement.</p>

## 6.2. Te Hiku Collective Cultural Redress

### Co-Governance of Te Oneroa-a-Tōhē/ Ninety Mile Beach

Te Oneroa-a-Tōhē or Ninety Mile Beach is a taonga to Te Hiku o Te Ika Iwi. It is of utmost historical, cultural, spiritual and physical importance to the Iwi. Not only is it a vital resource for food gathering, and an important transport route, it contains Te Ara Wairua, a spiritual pathway between the living and the dead. All Te Hiku Iwi have specific kaitiaki responsibilities associated with Te Oneroa-a-Tōhē.

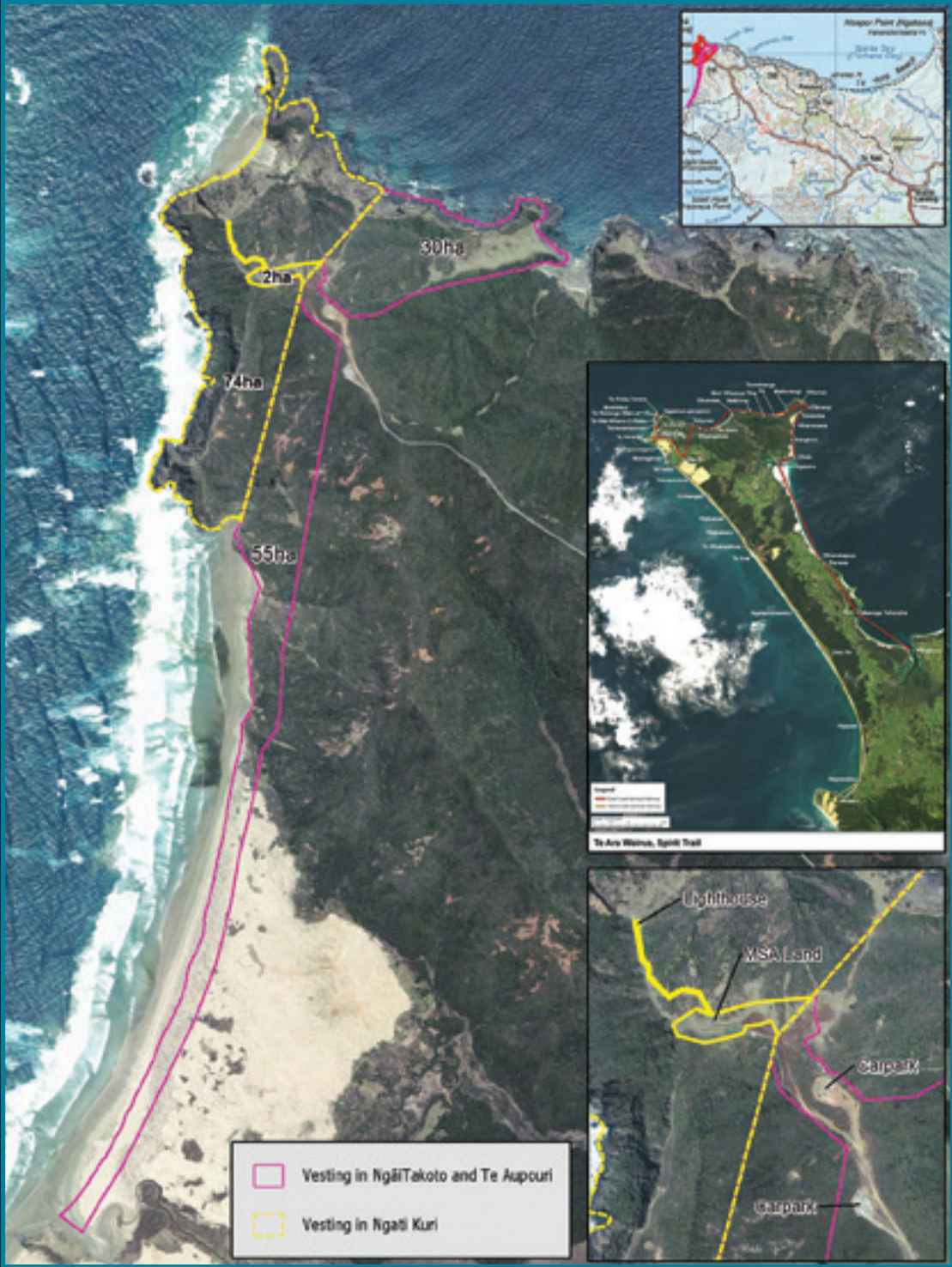
The settlement legislation will create a Te Oneroa-a-Tōhē Board to manage Ninety Mile Beach. This Board will provide governance and direction in order to promote the use, development and protection of Te Oneroa-a-Tōhē/ Ninety Mile Beach management area and its resources in a manner which ensures the environmental, economic, social, spiritual and cultural wellbeing for present and future generations. The Board will be responsible for developing a Beach Management Plan. It will publicly notify the plan and seek submissions on it. The Plan will be recognised and provided for in the next revisions of the relevant Regional Policy Statement, Regional Plan, District Plan, and other relevant planning documents. The Board will be made up of 50% Te Hiku Iwi members, including NgāiTakoto, and 50% local authority members. It will be chaired by Iwi and make decisions by a 70% majority. It will act as a permanent joint committee between Iwi, Northland Regional Council and Far North District Council.

There will be no restrictions on public access for people using the beach except as they currently apply. The Board will consult with communities through the Beach Management Plan regarding any changes to beach access (e.g. by changing access points and reducing environmental damage on and to the beach). The feedback from this consultation will influence the plan which the Board will then implement. The Iwi members of the Board will appoint up to half of the hearing panel for consent applications within the beach management area. The Crown is providing a one-off contribution of \$550,000 to Te Hiku Iwi to install interpretive signs, raise pouwhenua and fund regeneration activities along the Beach. The Crown is also providing a one-off contribution of \$400,000 to the Board.


While the Board is responsible for the management of the beach, Te Hiku Iwi continues to assert they are customary owners of the Te Oneroa-a-Tōhē. This redress will not affect the ability of Te Hiku o te Ika Iwi to make applications for recognition of protected customary rights or of customary marine title under the Marine and Coastal Area (Takutai Moana) Act 2011.



Cape Reinga / Te Rerenga Wairua







### **Te Korowai for Enhanced Conservation**

The land currently under Department of Conservation (DoC) management makes up a significant proportion of the whenua within NgāiTakoto's rohe. Many of our communities are in and around the conservation land. NgāiTakoto will have a significant involvement in determining the management of this whenua through the cultural redress of our settlement that includes a co-governance arrangement for Conservation land which is referred to as 'Korowai for Enhanced Conservation'.

The name 'Korowai' refers to the concept of a cloak of protection, and is representative of the involvement and roles that the hapū and marae of NgāiTakoto undertake as kaitiaki of the whenua and taonga within the entire environment, including the Conservation land. Korowai for enhanced Conservation provides a framework to recognise the historical, spiritual and cultural association NgāiTakoto have with Conservation lands within our rohe.

The Korowai gives NgāiTakoto comprehensive input into decision-making including the protection of cultural taonga and ecological areas, and the protection and use of cultural materials. The implementation of the Korowai will be collaborative process with NgāiTakoto working alongside Te Rarawa, Ngāti Kuri and Te Aupouri and the Department of Conservation. It also ensures that Department of Conservation decision-making, under the Conservation Act 1987 and Schedule 1 legislation, will occur within a framework in which NgāiTakoto interests will be properly taken into account.







## Te Hiku o Te Ika – Crown Social Development and Wellbeing Accord

A Te Hiku o Te Ika - Crown Social Development and Wellbeing Accord will set out how Te Hiku Iwi and the Crown will collaborate and work together to advance the social circumstances of Te Hiku whānau, hapū and Iwi and the wider community. In particular, the Accord will be implemented through multi-level engagement between Te Hiku Iwi and the Crown including:

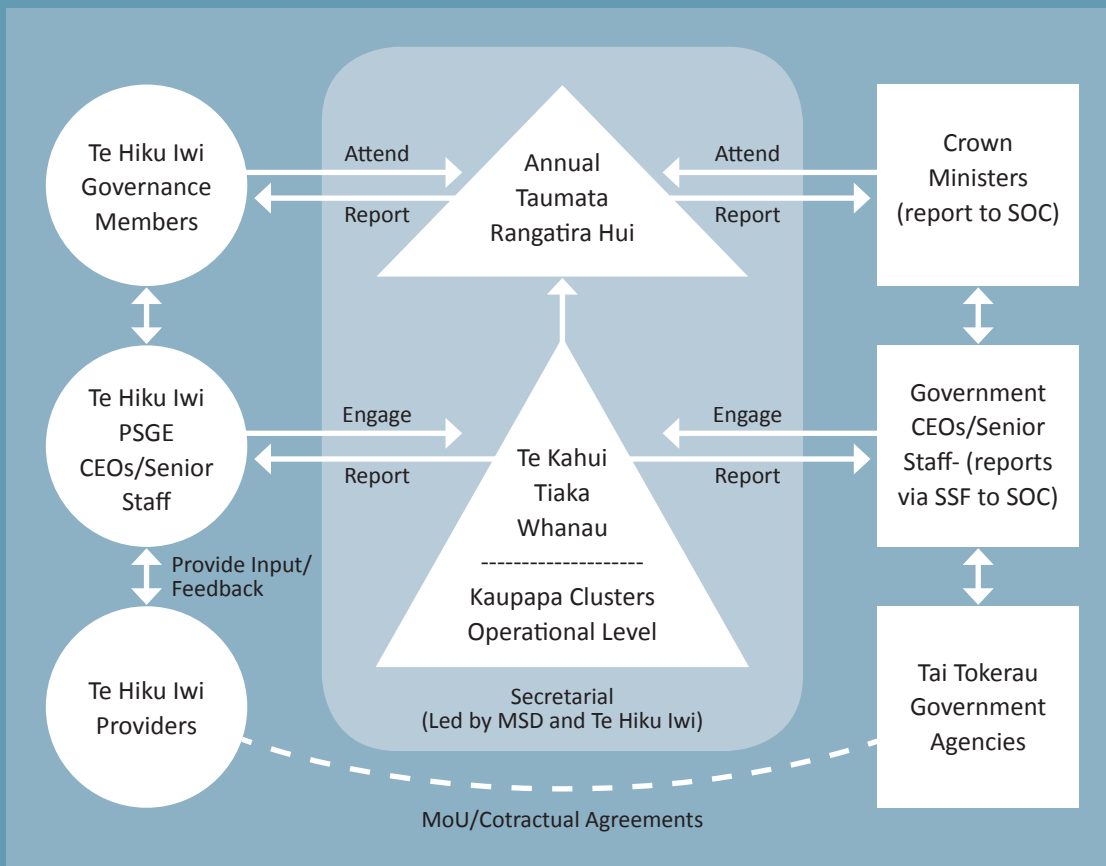
- An annual Te Hiku Iwi- Crown taumata rangatira hui between the Ministers who have signed the Accord or whose departments have portfolio agreements and Te Hiku Iwi representatives;
- Regular Te Hiku Iwi- Crown operational level engagement through Te Kāhui Tiaki Whānau (a twice- yearly forum) and related Kaupapa Cluster meetings (ongoing engagement in relation to particular kaupapa/ specific area of work); and
- An evaluation and planning process to assess progress, design and implement strategies to achieve the shared outcomes for the Accord.

The Accord involves eleven agencies including:

- The Ministry of Social Development;
- Te Puni Kōkiri;
- The Ministry of Education;
- The Department of Labour;
- The Department of Building and Housing;
- New Zealand Police;
- The Ministry of Economic Development;
- The Ministry of Justice;
- The Department of Internal Affairs;
- The Department of Corrections; and
- Statistics New Zealand.

The Crown is providing a one-off contribution of \$812,500 to each participating Iwi towards the implementation of the Accord. The Accord will enable the government and the Iwi to address pressing socio-economic issues in what is one of the most impoverished areas of the country.





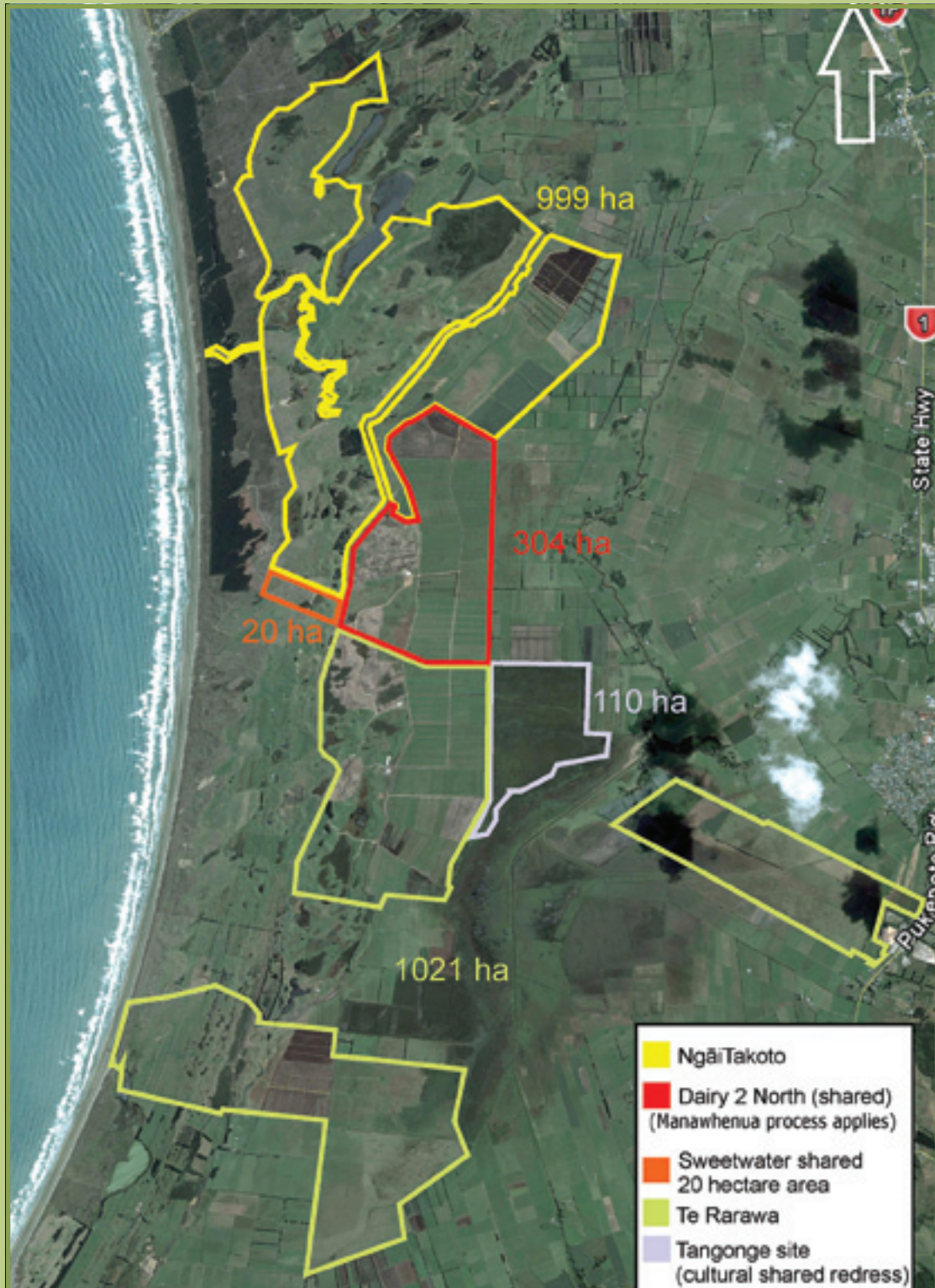


## 6.3. Commercial and Financial Redress

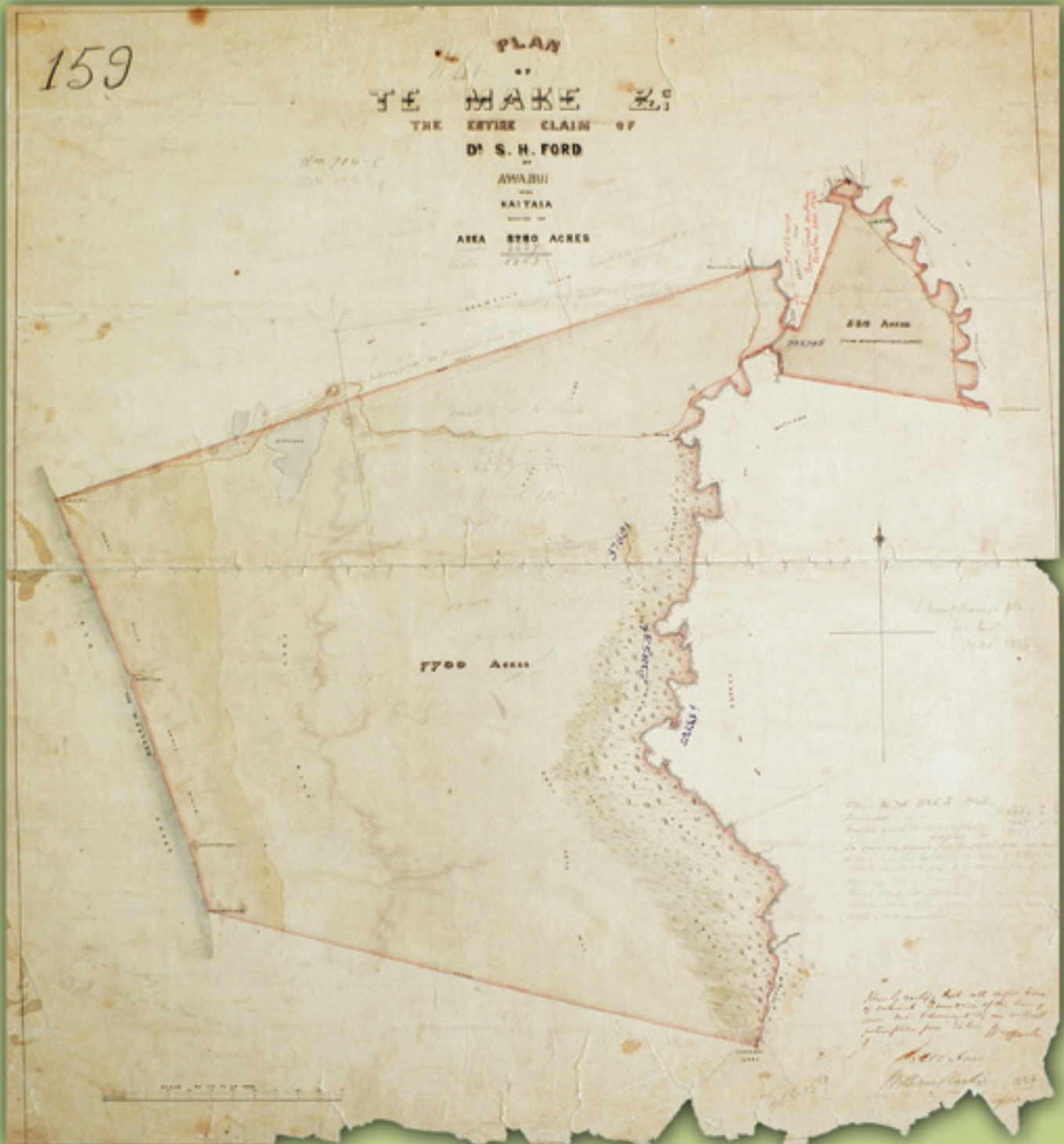
The Commercial and Financial Redress component of the settlement offer consists of mechanisms that will assist NgāiTakoto to secure and grow our asset base. The overall value of the NgāiTakoto commercial settlement is \$21.04 million (plus interest from Agreement in Principle to the day before Settlement Date) less the value of the properties that are to be acquired by NgāiTakoto. The amount of accumulated rentals received from the Crown Forest Rental Trust is additional to the commercial settlement amount.

Redress Instrument	Redress Item
Properties	<p>Exclusive fee simple sites to NgāiTakoto:</p> <ul style="list-style-type: none"> <li>• 76 Allen Bell Dr, Kaitaia, .07 ha</li> <li>• 80 Allen Bell Dr, Kaitaia, .07 ha</li> <li>• 6 Summerville Ave, Kaitaia, .08 ha</li> <li>• Far North Rd, Houhora, 3.7 ha</li> <li>• Camp Rd, Waiharara, .4 ha</li> <li>• Off Sandhills Rd, Takahue, .7 ha</li> </ul> <p>Joint fee simple with Te Rarawa:</p> <ul style="list-style-type: none"> <li>• Sweetwater Station, 1,215 ha</li> </ul> <p>The Sweetwater dairy farms, which are made up of parts of the original Ahipara, Ōkiore, Tangonge and Awanui blocks, have been developed and managed by Landcorp in recent years. The total property is 2,454 ha and is made up of three dairy units and a series of run off areas. NgāiTakoto has worked with Te Rarawa to come up with an allocation model which has led to some shared areas and some areas allocated specifically to each Iwi. There is approximately 430 ha's of land that will be shared commercial and cultural redress with Te Rarawa.</p> <p>NgāiTakoto will be allocated Dairy Unit 3 and the Northern Runoff areas. NgāiTakoto and Te Rarawa will share the Dairy Unit 2 North Block, a shared access strip to the forest, and the Tangonge wetland area.</p> <p>The transfer cost of the properties \$12 million is at a substantial discount which was negotiated through the Te Hiku Forum Agreement in Principle process. NgāiTakoto and Te Rarawa have given each other a commitment that we will work together to further our Sweetwater farming interests. To that end a relationship has been established with Landcorp with the view to joint venture opportunities in the future. NgāiTakoto's share purchase cost will be approximately half the purchase price.</p>

Te Make / Sweetwater Station



Te Make Old Map





- Corner Matthews Ave/ Melba St, .2 ha
- Kaitaia Nurses Home, .6 ha

#### Deferred Selection Properties (Joint with Te Rarawa and Ngāti Kahu)

This mechanism of redress gives Ngāi Takoto the right to, after a specified period has passed following enactment of the Deed of Settlement, to purchase the Crown-owned properties identified below at the valuation, terms and conditions that applied at the time the Deed of Settlement is signed. For Education properties and the Courthouse, this mechanism applies to land only and not the buildings. They include:

- Kaitaia Intermediate, 1.9 ha  
Kaitaia School, 2.3 ha
- Kaitaia College, 8 ha  
Kaitaia College School House, .4 ha
- Kaitaia Courthouse, .4 ha
- 42 Church Rd, Kaitaia, .2 ha

#### Deferred Selection Properties (Joint with Ngāti Kahu)

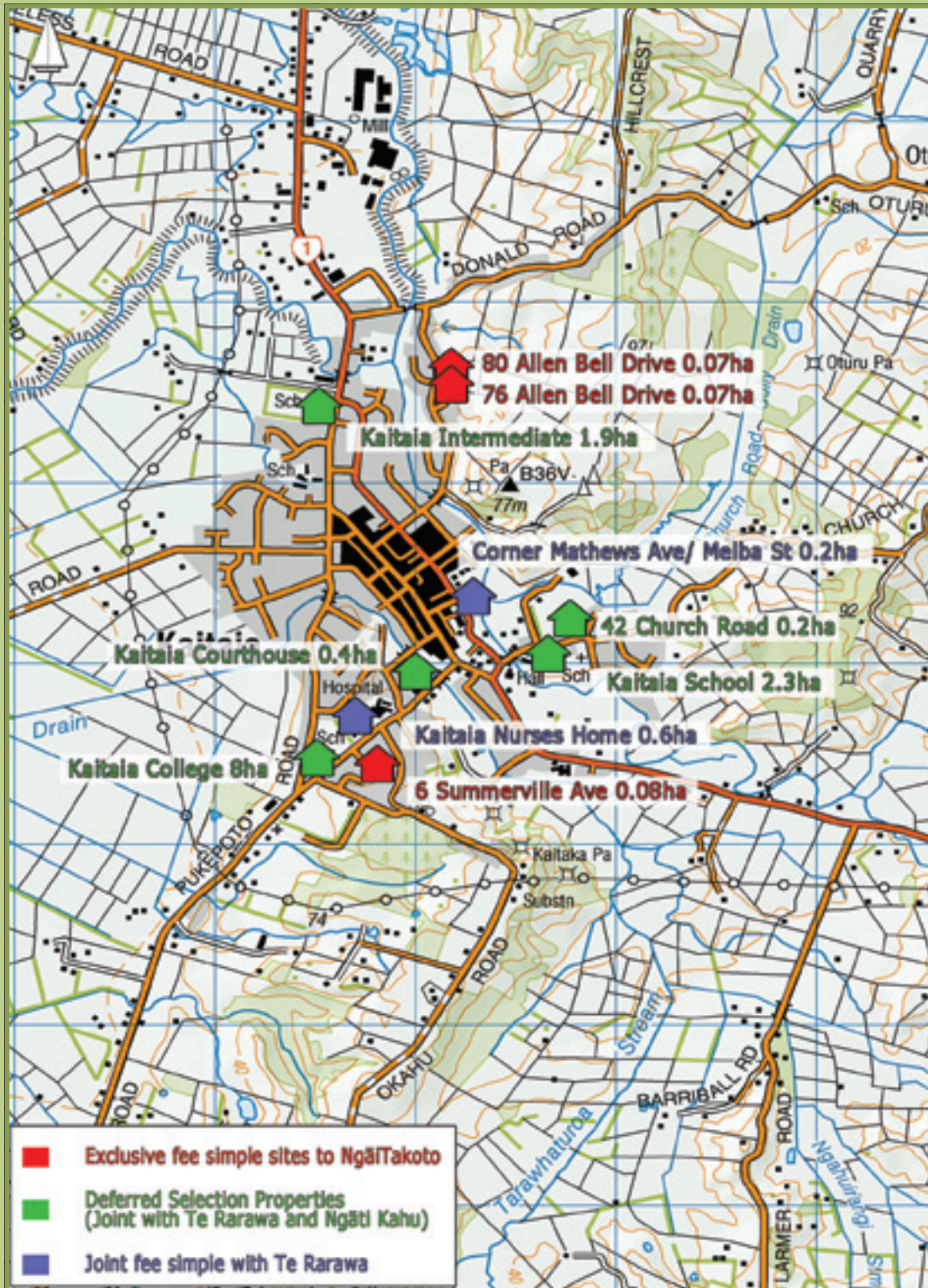
- Kaitaia Aerodrome, 83 ha
- Te Kura Kaupapa Maori o Te Rangi Aniwaniwa, 2.6 ha

#### Transfer / Lease back

This involves the transfer and lease back of the land only; the buildings remain owned by the Crown. All school houses remain subject to clearance by the Ministry of Education.

- Awanui School, 2.6ha  
Awanui School House, .1 ha
- Paparore School, 1.6ha  
Paparore School House, .1 ha
- Waiharara School, 1.8ha  
Waiharara School House, .1 ha

Commercial Redress - Kaitia Properties





Commercial Redress - Awanui Properties





Commercial Redress - Northern Properties



Right of First Refusal	<p>172 years (DoC, NZ Police, and Housing NZ Corporation properties).</p> <p>If the Crown decides to sell its properties, NgāiTakoto will (along with other Te Hiku o te Ika Iwi), have the right to purchase those properties before they are offered to the public. This right will exist for 172 years after the signing of the Deed of Settlement. The “172 years” is a symbolic gesture of the period since the signing of the Treaty of Waitangi.</p>
Crown Forest License land: Peninsula Block	<p>Under the settlement, Te Aupouri Forest is being split into three areas: the Peninsula block, the Mangonui block and the Takahue block. NgāiTakoto will not receive any land in the Mangonui or Takahue Blocks, but will receive a 20% interest as tenants in common of the Peninsula Block (21,158 ha).</p> <p>The underlying land ownership issues will be subject to a “man whenua” process as agreed by the Te Hiku Forum and endorsed by the Crown. NgāiTakoto maintain that approximately 8,245 hectares of land within the Peninsula Block is within our rohe.</p> <p>Accumulated Rentals:</p> <p>NgāiTakoto will receive an equal 20% share of the accumulated license rentals which have accrued since 1989 across the entire Aupouri forest. Since then, approximately \$11 million has been collected by the Crown Forestry Rental Trust, of which NgāiTakoto will be entitled to receive roughly <b>\$2.2 million</b> (the exact amount will depend on the amount of accumulated rentals at settlement date). NgāiTakoto will also receive a 25% share in the future annual forest rentals.</p> <p>New Zealand Units - Carbon Credits (NZUs):</p> <p>NgāiTakoto will be entitled to NZUs on receipt of its share in the Peninsula Block. 7 NZUs per hectare will be transferred at settlement date, and another 11 NZUs per hectare may be transferred in 2013, subject to proposed legislation being passed. Current market value of an NZU is approximately \$7. These units will be worth approximately \$220,000 at settlement date and an approximate further \$346,000 if further legislation is passed. The value of NZUs are however subject to price fluctuations and world carbon credit markets.</p>

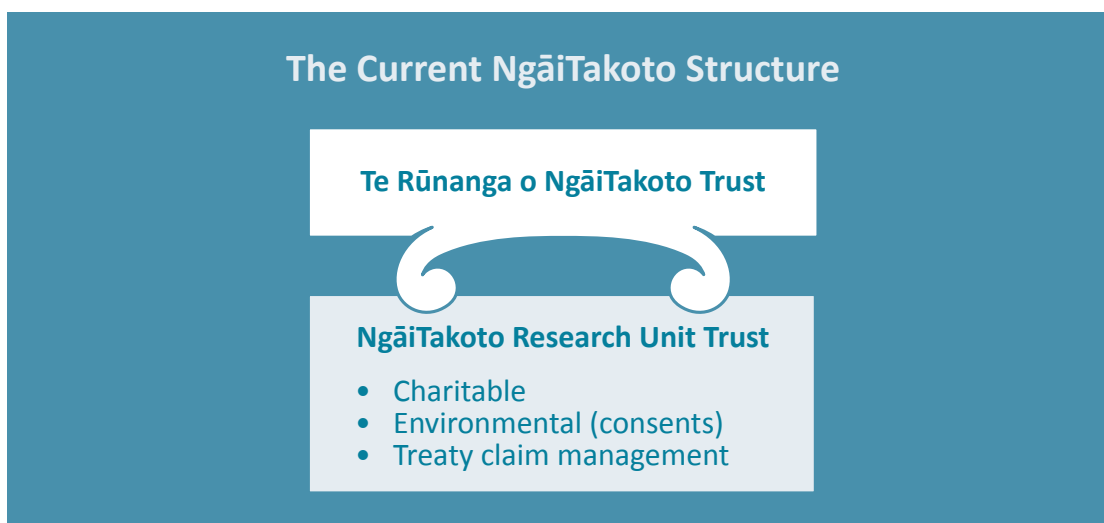


Aupouri Forest Peninsula Blocks



## 7. Post-Settlement Governance Entity

NgāiTakoto have the NgaiTakoto A Iwi Research Unit Trust that manages Land Claims affairs:



We are unable to utilise our existing structures to receive the settlement assets, because they are charitable organisations and these do not meet the Crown's representation and accountability requirements.

As part of our ratification process members of NgāiTakoto are being asked to vote to approve the proposed NgāiTakoto PSGE. The Crown has reviewed the proposed PSGE - Te Rūnanga O NgāiTakoto, and agrees that it is an appropriate body to receive and manage NgāiTakoto's settlement assets and meets accepted standards of good governance and fair representation of registered and non-registered members. We will consult our Iwi members over the next year about what we will do for the NgāiTakoto a Iwi Research Unit Trust once the PSGE is established.

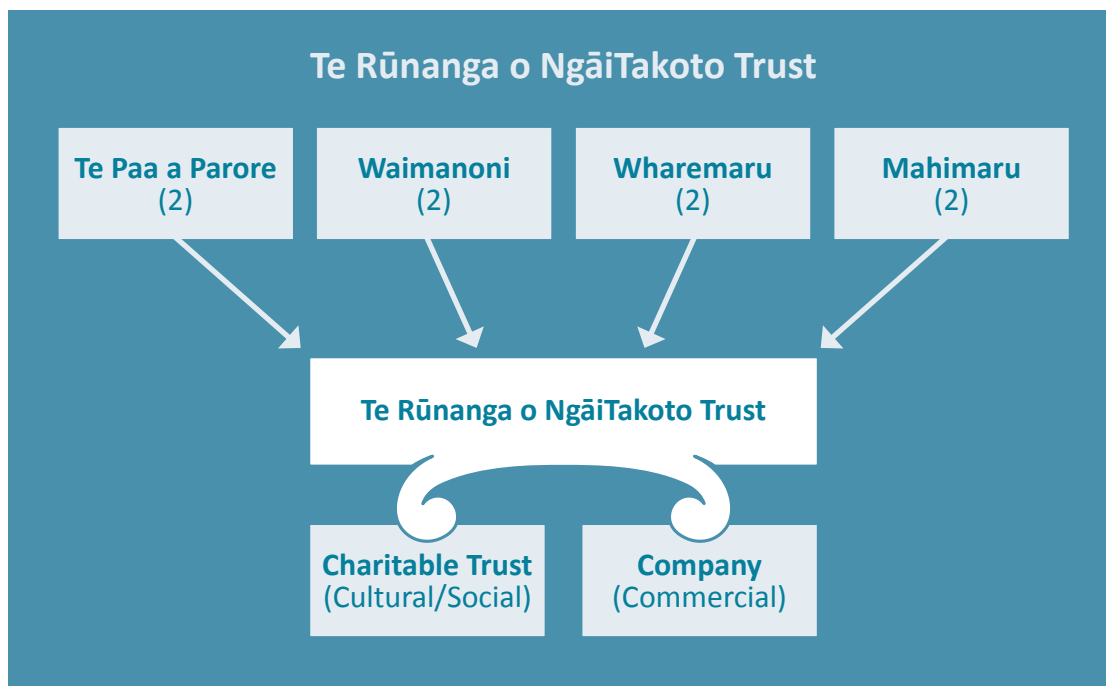
In this section, we provide an overview of the proposed PSGE and how it fits within the broader post-settlement operating structure. We have taken expert advice to identify the best option for NgāiTakoto's PSGE, with the aim of achieving a simple, flexible and tax effective structure that complies with legislative requirements. We have also consulted with NgāiTakoto members last year about how a PSGE structure could be developed.

It is recommended that the proposal outlined below offers the most effective means to manage the redress acquired in the settlement process to establish enduring benefits for our Iwi. Further information about the proposal will be provided at the Information Hui and is available on our website.

The proposed PSGE will be a **private trust** - **Te Rūnanga O NgāiTakoto** will receive the commercial and financial settlement assets and cultural redress on behalf of NgāiTakoto. Te Rūnanga O NgāiTakoto may also include the following structures:

- **A company** which will function as the asset holding company carrying out some or all of the commercial activities for NgāiTakoto and allowing the tax-effective and management consolidation of commercial operations in one entity. The aim of the company is to generate financial returns and secure the growth of NgāiTakoto’s assets for its shareholder, Te Rūnanga O NgāiTakoto. We may also establish other companies over time as we grow;
- **A charitable trust**, which will be responsible for distributing benefits for charitable purposes to NgāiTakoto members.

The proposed structure looks like this:



Key Features include:

- Private Trust model
- **8 Trustees (interim arrangement)**
- Non-charitable status
- Compliant with Crown principles
- Flexibility to create **companies and charitable trusts** as part of the wider Te Rūnanga O NgāiTakoto Trust group.



The Trust and our advisers have worked hard to ensure that the proposed PSGE structure reflects the principles of Accountability, Transparency and Representation which are key Crown requirements.

Some key features of Te Rūnanga O NgāiTakoto Trust Deed that reflect the principles of Accountability, Transparency and Representation are:

- **Purpose of Te Rūnanga O NgāiTakoto:** To receive, hold, manage and administer the Trust's assets on behalf of and for the benefit of present and future members of NgāiTakoto.
- **Eligibility and election of trustees:** All Adult Registered Members of NgāiTakoto (being persons registered as NgāiTakoto who are 16 years and over) are entitled to vote up to two marae representatives from their respective marae (**Te Paa a Parore, Waimanoni, Wharemaru, and Mahimaru**). The validated nominees from each marae will become trustees.
- **Initial Trustees:** The current NgāiTakoto Research Unit Trust trustees would be the Initial Trustees of Te Rūnanga O NgāiTakoto. This ensures continuity, and a stable foundation for NgāiTakoto's settlement assets. The proposal is that after Te Rūnanga O NgāiTakoto's first year, two of the Initial Trustees shall retire, and four new Trustees, one representative from each Marae, will be appointed as a Trustee. The remaining four Initial Trustees shall retire at the end of the second year and four new Trustees, one additional representative from each Marae, will be appointed as Trustees.
- **Meetings, quorum and resolutions:** The Trust must hold an Annual General Meeting (**AGM**). The quorum for the AGM (or special meetings) shall be 30 Adult Registered Members of NgāiTakoto. All resolutions tabled at an AGM require approval of not less than a majority of the Adult Registered Members of NgāiTakoto who validly cast a vote.
- **Special Resolutions:** Major transactions and amendments to the Trust Deed require a special resolution to be passed (approved by not less than 75% of all Adult Registered Members of NgāiTakoto who are entitled to vote and cast a valid vote).
- **Notice:** Adult Registered Members of NgāiTakoto will be given sufficient notice of the nomination process, AGM, special meetings etc in accordance with the Trust Deed.

## 8. Interim Arrangements

The “settlement” process will continue for another 2-3 years. If the Deed of Settlement and the PSGE is ratified, we will still have to wait for up to 2 years until legislation is passed. Once that occurs, then we have the final settlement assets. During and after this time, there will be ongoing negotiations with the Crown, regional and local councils, and other Iwi but these will not substantially impact on the settlement. All of the Te Hiku Iwi will also need to prepare themselves for the management and governance of the Te Hiku Iwi collective redress items. The Trust has received support during road shows last year that NgāiTakoto members support a conservative and prudent approach to managing the assets and funds that will come to the PSGE. Accordingly, it is proposed that the interim arrangements will consist of:

- Planning for the post-settlement environment;
- Assisting marae and their representatives organise themselves to elect Te Rūnanga O NgāiTakoto representatives and for future distributions;
- Completing all negotiations and other actions relating the settlement process;
- Investing the funds in a prudent manner.

The Trust expects that it will also conduct numerous road shows and other communications closer to the final settlement date to ensure that all NgāiTakoto members are fully informed about the activities of the Trust.



## 9. Information Details

A full copy of the Trust Deed and Deed of Settlement can be obtained from the NgāiTakoto office, or website:

NgāiTakoto Research Unit Trust,  
16 Matthews Ave, Melba Street,  
Kaitaia, Northland

Email: [missaccounts@hotmail.co.nz](mailto:missaccounts@hotmail.co.nz); [rangitane.ngaitakoto@hotmail.com](mailto:rangitane.ngaitakoto@hotmail.com)

Website: <http://www.ngaitakotoiwi.co.nz/>

Ph: (09) 408 0271

Fax: (09) 408 0215

Free Phone: 0508 825 686

**A Claims Information CD-ROM is available at no costs to NgaiTakoto members. For your free copy, please contact [rangitane.ngaitakoto@hotmail.com](mailto:rangitane.ngaitakoto@hotmail.com) or the NgaiTakoto office Administration on; 0508 825 686.**

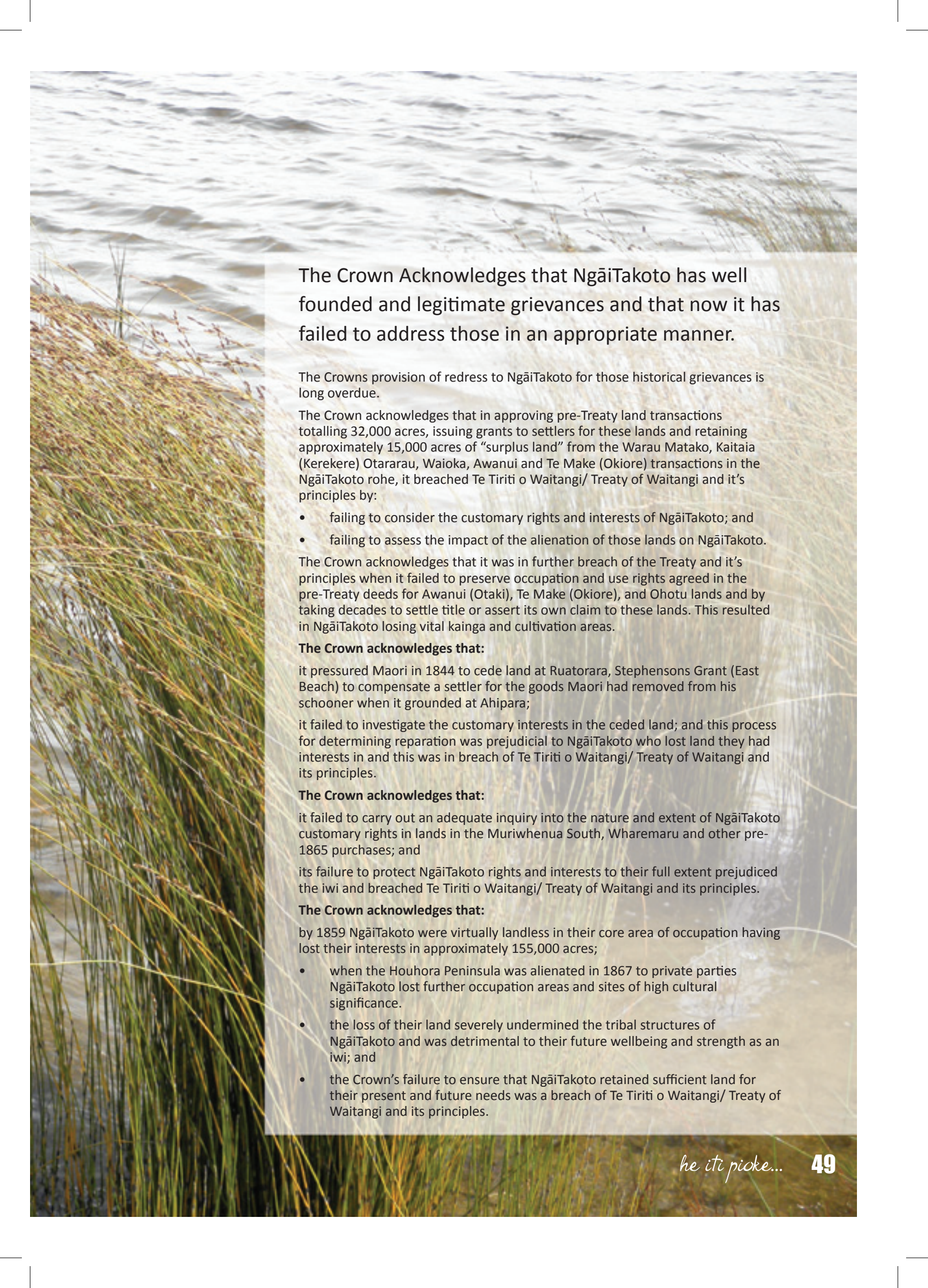




# Crown Apology







## The Crown Acknowledges that NgāiTakoto has well founded and legitimate grievances and that now it has failed to address those in an appropriate manner.

The Crown's provision of redress to NgāiTakoto for those historical grievances is long overdue.

The Crown acknowledges that in approving pre-Treaty land transactions totalling 32,000 acres, issuing grants to settlers for these lands and retaining approximately 15,000 acres of "surplus land" from the Warau Matakō, Kaitaia (Kerekere) Otararau, Waioka, Awanui and Te Make (Okioire) transactions in the NgāiTakoto rohe, it breached Te Tiriti o Waitangi/ Treaty of Waitangi and its principles by:

- failing to consider the customary rights and interests of NgāiTakoto; and
- failing to assess the impact of the alienation of those lands on NgāiTakoto.

The Crown acknowledges that it was in further breach of the Treaty and its principles when it failed to preserve occupation and use rights agreed in the pre-Treaty deeds for Awanui (Otaki), Te Make (Okioire), and Ohotu lands and by taking decades to settle title or assert its own claim to these lands. This resulted in NgāiTakoto losing vital kainga and cultivation areas.

### **The Crown acknowledges that:**

it pressured Maori in 1844 to cede land at Ruatorara, Stephenson's Grant (East Beach) to compensate a settler for the goods Maori had removed from his schooner when it grounded at Ahipara;

it failed to investigate the customary interests in the ceded land; and this process for determining reparation was prejudicial to NgāiTakoto who lost land they had interests in and this was in breach of Te Tiriti o Waitangi/ Treaty of Waitangi and its principles.

### **The Crown acknowledges that:**

it failed to carry out an adequate inquiry into the nature and extent of NgāiTakoto customary rights in lands in the Muriwhenua South, Wharemaru and other pre-1865 purchases; and

its failure to protect NgāiTakoto rights and interests to their full extent prejudiced the iwi and breached Te Tiriti o Waitangi/ Treaty of Waitangi and its principles.

### **The Crown acknowledges that:**

by 1859 NgāiTakoto were virtually landless in their core area of occupation having lost their interests in approximately 155,000 acres;

- when the Houhora Peninsula was alienated in 1867 to private parties NgāiTakoto lost further occupation areas and sites of high cultural significance.
- the loss of their land severely undermined the tribal structures of NgāiTakoto and was detrimental to their future wellbeing and strength as an iwi; and
- the Crown's failure to ensure that NgāiTakoto retained sufficient land for their present and future needs was a breach of Te Tiriti o Waitangi/ Treaty of Waitangi and its principles.



#### **The Crown acknowledges:**

- the significant of Te Oneroa-a-Tohe to NgāiTakoto as a Taonga which is vital to their spiritual and material well-being; and
- that it has failed to respect, provide for, and protect the special relationship of NgāiTakoto to Te Oneroa-a-tohe.

The Crown acknowledges its failure to actively protect NgāiTakoto hindered their ability to participate in economic development and marginalised the iwi. The Crown further acknowledges that the cumulative effect of its actions and omissions left generations of NgāiTakoto a legacy of impoverishment, spiritually, psychologically, and economically. This has an enduring and ongoing impact on the iwi.

#### **Apology**

The Crown apologises to NgāiTakoto, to their ancestors and to their descendants for failing to achieve the relationship sought by NgāiTakoto, as Treaty partner, and for the consequences to NgāiTakoto of that failure. The Crown acknowledges the impact of land loss and with that the suffering and hardships that befell generations of NgāiTakoto members. The crown in this regard, unreservedly apologises to NgāiTakoto.

The Crown's failure of the past left NgāiTakoto virtually landless by 1859. Its actions caused significant damage to social and economic development of NgāiTakoto and severely undermined the wellbeing of the iwi with consequences that continue to be felt today. Crown again apologises to NgāiTakoto for those events.

The Crown recognises that it has not always fulfilled its obligations to NgāiTakoto under Te Tiriti o Waitangi/ Treaty of Waitangi that was signed in Kaitaia by NgāiTakoto and Crown representatives 1840.

The Crown recognises that the process of hearing begins with this agreement between the Crown and NgāiTakoto. The Crown looks forward to building and enduring relationship of mutual trust and cooperation with NgāiTakoto that is based on a mutual respect and on Te Tiriti o Waitangi/ Treaty of Waitangi, and to achieving that relationship and partnership sought by NgāiTakoto in 1840.

The Minister for Treaty of Waitangi Negotiations will deliver the following Crown apology at the signing of the NgāiTakoto Deed of Settlement.....

Tena koutou nga whanau, nga marae, o te iwi o NgāiTakoto, tena koutou katoa, I am reminded as I stand here on behalf of the Crown as to the significance of this place known to you all as Te Rangianiwaniwa. The historical significant of events that occurred here on this land in the past can also perhaps be modern sign of relevance to our gathering here today.

The symbol of Te Rangianiwaniwa ( the double rainbow) appeared after a significant event within NgāiTakoto history and whilst the double rainbows may not be present at this event, the "light of illumination, 'or light of understanding that is associated with illumination, is without doubt, present among us, and like the events of old, it allows us to pause, to take stock, and reflect on the past and present events that ultimately cause us both, NgāiTakoto and the Crown representatives, to be here, on this land, this day.

A substantial period of time has elapsed since Muriwhenua claim was first submitted to the Waitangi Tribunal, and over the last few years we have achieved together, with the NgāiTakoto negotiations team, an outcome that seeks to address the historical grievances of NgāiTakoto, somewhat less of a physical battle, but a symbolic event and process for both sides, none the less.





In the process of negotiations came illumination, in the light of illumination came understanding, and from this understanding came movement and movement brought with it ability to heal old scars on both sides, and look towards new horizons.

Horizons that bring the ability of both parties to move forward together with a better understanding of where it is we have come from, and to where we are able to go. That is the present, and future, that is a path we are both destined to continue to tread.

Moving forward also requires us to accept that the crossing of our historical paths could have been better, the goods intentions of that time perhaps weren't good enough; the absence of cultural understandings created, in many instances, misunderstandings, and the actions of one group, led to reactions by another, and ultimately the partnerships and relationship elements that are essential to achieving prosperity together, were, in many instances, left languishing.

It's my role as the Minister for Treaty of Waitangi Negotiations to acknowledge that languishing, and to find ways forward for both sides. Ways forward together that rebuild those languishing relationships and partnerships thus allowing us to tread the path towards a more prosperous future, together.

In the settlement with NgāiTakoto we have attempted to achieve this both economically and culturally, and it is envisaged that this will be strengthened, as I have mentioned, through us working closely together.

As the representative for the Crown I acknowledge that historically things could, and should, have been done better, hence my being here today.

In my role as the Minister for Treaty of Waitangi Negotiations, and on behalf of the Crown, I convey the Crown's apology to NgāiTakoto, to their ancestors and to their descendants for our failings to achieve that relationship sought by our Treaty partners and for the consequences to NgāiTakoto of that failure. We acknowledge the impact of land loss, and with that the suffering and hardships that befell generations of NgāiTakoto members. The Crown unreservedly apologises to NgāiTakoto for that.

I am aware that the Crown's failure of the past left NgāiTakoto virtually landless by 1859; its actions caused significant damage to the social and economic development of NgāiTakoto and severely undermined the wellbeing of the iwi with consequences that continue to be felt today. The Crown in this regard, again apologises to NgāiTakoto for these events.

The Crown recognises it has not always fulfilled it's obligations to NgāiTakoto under the Treaty of Waitangi that was signed here in Kaitaia by NgāiTakoto rangatira and Crown representatives in 1840.

However, I believe that the process of healing beings today (as back then with the appearance of the double rainbow) with this Deed of Settlement signed between us; the Crown and NgāiTakoto. And the Crown looks forward to building an enduring relationship of mutual trust and cooperation with NgāiTakoto that is based on a mutual respect for each other, the Treaty of Waitangi, and to achieving that relationship and partnership sought by our representatives in 1840.

Once again I acknowledge our purpose of being here at this historical event, and what the future may bring to us all.

Thank you



No reira, tena koutou, tena koutou, tena koutou katoa.

Hon Christopher Finlayson

Minister for Treaty of Waitangi Negotiations



# Glossary

TERM	DEFINITION
Conservation covenant	The Reserves Act provides for the Minister of Conservation to agree with the claimant group for a covenant to provide for the management of private land in a manner which will preserve the conservation values.
Crown Forest Licensed land	Crown owned land with forest licenses to third parties. The land is defined in the Crown Forest Assets Act 1989.
Customary rights	Common law recognition of traditional rights of indigenous people – for instance, rights to fish or to gather plants – sometimes used interchangeably with aboriginal title, but “title” more correctly refers to interests in land.
Deed of Recognition	Provides for Te Rūnanga O Ngāi Takoto to be consulted on specified matters and regard had to its views; maybe added to an area where a statutory acknowledgement has been made; only used over land managed by the Crown.
Deferred Selection Property	The right for Te Rūnanga O Ngāi Takoto, over a specified period following enactment of its Deed of Settlement, to purchase specific Crown-owned properties at the valuation, terms and conditions that applied at the time the DoS was signed.
Fee simple	Legal title and ownership of land, sometimes also called “freehold” title. Usually, ownership carries with it the fullest range of rights over land, although all landowners are, of course, governed by general legislation such as the Resource Management Act 1991.  Ownership rights include: <ul style="list-style-type: none"> <li>• the right to exclude others;</li> <li>• ownership of things growing on the land or improvements (such as buildings);</li> <li>• control and management of the site - how it is used and developed; and</li> <li>• naming rights.</li> </ul>
New Zealand Geographic Board	The New Zealand Geographic Board assigns, approves, alters or discontinues the use of names for geographic features (e.g. place names), undersea features and Crown protected areas in New Zealand, its offshore islands and its continental shelf and the Ross Sea region of Antarctica.
Post-settlement governance entity	Body that receives and manages the assets on behalf of the settlement group, in this case - Te Rūnanga O Ngāi Takoto.
Protocol	A protocol is a statement issued by a Minister of the Crown, or other statutory authority, setting out how a particular government agency intends to: <ul style="list-style-type: none"> <li>• interact with a claimant group on a continuing basis and enable that group to have input into its decision-making process; and</li> <li>• exercise its functions, powers and duties in relation to specified matters within its control in the claimant group’s area of interest.</li> </ul>
Purchase and leaseback	Refers to non-surplus Crown land sold to claimant group on condition that they provide lease to the Crown for a defined period, usually long-term.
Ratification	The process in which Iwi members vote to approve the Deed of Settlement and post-settlement governance entity.
Right of First Refusal	Right of a claimant group to have, for a specified period, the opportunity to purchase specified surplus Crown properties ahead of other potential buyers.
Settlement date	Date that the settlement legislation comes into effect.
Settlement legislation	Legislation which confirms in law the details of settlement, including the Crown apology and the full and final nature of the settlement.
Scenic Reserve	Site is vested in the claimant group as a reserve under the Reserves Act 1977, and the claimant group holds and administers the site subject to the Reserves Act.
Statutory Acknowledgement	Statutory instrument in which the Crown recognises a claimant groups special relationship with sites of high and significant importance to them, e.g. lakes, rivers, mountains, forests, islands, wetlands, coastal areas etc.



***Te Tiriti O Waitangi***  
*Me ako a tatou tamariki,*  
*He kawenata, Te Tiriti O Waitangi,*  
*Ona putaketake,*  
***He Rangatiratanga,***  
***He Manaakitanga,***  
***He Tohungatanga,***  
***He Whanaungatanga,***  
***He Ukaipo,***  
*Otira, kei tua ko te aka matua,*  
*tona ingoa,*  
**KOTAHITANGA**

***The Treaty of Waitangi***  
*We must teach our Children,*  
*The covenant of, Te Tiriti O Waitangi,*  
*The root connections being,*  
***The Coming together and Uplifting, (People)***  
***The Responsibilities of Caring,***  
***The Teachings of Wisdoms,***  
***The Maintenance of Kin Relationships,***  
***The Nurturing,***  
*However beyond these, is the parent root,*  
*That name is:*  
**UNITY**





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Warwick Lampp  
RETURNING OFFICER  
NgāiTakoto Research Unit Trust  
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