

**TARANAKI IWI**

**and**

**TE KĀHUI O TARANAKI TRUST**

**and**

**THE CROWN**

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**DEED OF SETTLEMENT OF  
HISTORICAL CLAIMS**

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**[DATE]**

**TARANAKI IWI DEED OF SETTLEMENT**

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**PURPOSE OF THIS DEED**

This deed:

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

TARANAKI IWİ DEED OF SETTLEMENT

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**TARANAKI IWİ DEED OF SETTLEMENT**

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**DEED OF SETTLEMENT**

**THIS DEED** is made between

**TARANAKI IWİ**

and

**TE KĀHUI O TARANAKI TRUST**

and

**THE CROWN**

TARANAKI IWI DEED OF SETTLEMENT

1 BACKGROUND

**He Karakia Maungārongo**

*Ka mate Whiro, e tū takeke  
Tāne i te timu, teina i tō tua  
Tāne i te tahuri kē, teina i tō tua  
Koe tai a mingimingi, koe ngārara tuatara  
Koe waka ka tukitukia, koe waka ka wāwāhia  
Koe waka whakarere  
Kei runga nei tētehi pou, kei raro nei tētehi pou  
Pō ki tipua tētehi pō,  
Pō ki tawhito tētehi pō  
Ura maneanea ka taka te pō  
Hia! ka taka te pō  
Hōmai manawa nei e Tū  
E! hōmai tō wairua ora  
He ora ko tō manawa, ko taku manawa  
Tēnei hoki tōu manawa ka tina  
Tēnei hoki tōu manawa ka toka  
Tēnei hoki tōu manawa ka poutāiki  
Tina noho tōu manawa he ora  
Ko tōu manawa ko tōku manawa  
He manawa ki mihia, he manawa ki rawea  
Tuturu o whiti, whakamaua kia tina  
hui e, tāki e!*

*Pūpūwhā manawa o tama,  
Whakaeaea manawa o tama ki te rangi  
Rangi-nui, Rangi-roa, Rangi-tahua,  
Tahua-a-nuku, Tahua-a-rangi e tū e  
Hōmai tō wairua ora, he ora  
Awhiawhi iho ki te papa tuatahi  
Awhiawhi iho ki te papa tuarua  
Pupuru rā, raru rā  
Ki Tāmoremore-nui nō papa  
He rongo, he āio  
Tēnā tawhito pou ka tū, he tawhito  
Ko tawhito i whea?  
Ko tawhito i tua, ko tawhito i a Rangi-nui e tū nei  
E riri ana koe i waho rā,  
E patu ana koe i waho rā  
Turakina i konā, ka hinga i konā, ka mate i konā  
Ka mana hoki te kōrero, ka mātua hoki te wānanga,  
Ka mātua hoki a Rangi-nui e tū nei,  
Kei piri, kei tata mai hoki ki au e tū nei*

*Whiro perished, and prevailing is  
Tāne in times of despair, a younger sibling ill considered  
Tāne in times of transformation, a younger sibling beyond orthodox practice  
Such are unsettled tides, such is an ominous lizard  
Such as a waka being pounded, such as a waka rent asunder  
Such as a waka cast aside, abandoned*

**TARANAKI IWİ DEED OF SETTLEMENT**

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**1: BACKGROUND**

*There is a pillar above and a pillar below  
A darkness associated with the extraordinary  
Another darkness associated with skilled expertise  
The glow of sacred influence causes darkness to subside  
Such wonder! The darkness yields  
Imbue me with stamina, Tū  
Imbue your life sustaining traits  
Your resilience is my resilience, it is the essence of life  
Here indeed is your strength, made secure  
Here indeed is your spirit, made solid  
Here indeed is your character, recognised  
Your qualities remain assured, sustaining life  
Your energy is my energy  
Your strength to be acknowledged, your strength to be enhanced  
Continuity of agreement maintain it so  
Involving all, it is confirmed  
The life gasping breath of humankind  
Life drawing breath of people upwards  
The vastness of intellectual capacity, Resources both tangible and intangible, Tū  
Imbue your capacity for life, it is continued existence  
Embrace the first level of physical existence  
Embrace the second level of physical existence  
Take firm hold of  
the immense tap root within papa  
It is peaceful, it is tranquil  
Hence the essence of wisdom is revived, it is age-old knowledge  
Wisdom from whence?  
Wisdom from beyond, the very knowledge from Rangi-nui itself  
Without you are hostile  
Out there you are violent  
Be slain, be defeated, be destroyed out there,  
This assertion has legitimacy, the knowledge also is authentic  
Rangi-nui before us has thus been validated  
Closely aligned, closely associated with myself standing before you*

**Pepeha**

*He pukeao tā Tahuāngi.  
He rua tā Rua Taranaki.  
He pou tā Maruwhakatare.  
He pou hoki tā tenei whakatupuranga.*

*Ko Taranaki te Mounga  
Ko Taranaki te iwi  
Ko Taranaki te tangata  
Ko te puna i heke mai ai te tangata  
E kore e pau te ika unahi nui*

*Tahuāngi had a cloud  
Rua Taranaki had a cave  
Maruwhakatare had a pillar  
As this generation too has a pillar*

*Taranaki is the mountain*

**TARANAKI IWİ DEED OF SETTLEMENT**

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**1: BACKGROUND**

*Taranaki is the eponymous ancestor*

*Taranaki is the tribe*

*The spring from which we all flow*

*We will never be overcome, we are like the scales of a great fish*

- 1.1 In this background section, Taranaki Iwi describes its:
  - 1.1.1 origins and traditional history; and
  - 1.1.2 pursuit of redress and Waitangi Tribunal inquiries into their claims.
- 1.2 Taranaki Iwi claim descent from ancestors that predated the arrival of the waka migration to the western seaboard. They were known as the Kāhui Ao, Kāhui Rangi, Kāhui Pō and Kāhui Atua, collectively called Te Kāhui Maunga. They occupied Mimi Maunganui (the mountain preceding Taranaki), Ruatupua (Pouakai), and Ruatawhito (Kaitake) ranges. Their principal village was Karakatonga, situated high up in the heart of the Waiwhakaiho river valley. When the new mountain Pukeonaki surfaced the people temporarily evacuated the site with many also perishing.
- 1.3 Taranaki Iwi takes its name from the eponymous ancestor Rua Taranaki who also placed his name on Pukeonaki, who we now know as maunga Taranaki. The origins of Taranaki Iwi and early Taranaki Iwi ancestors such as Ruataranaki, Maruwhakatare and Tahurangi are inextricably linked to maunga Taranaki and the Pouakai and Kaitake ranges. Hence the following tribal expression:

*Ko Taranaki, ko Pouākai, ko Kaitake, koia te puna i heke mai ai te tangata.  
Koia ko hō mātou nei okiokinga, ko mātou nei tō rātou okiokitanga*

*Taranaki, Pouākai and Kaitake are a reflection of and the source of our existence,  
in life and in death.*
- 1.4 The arrival of the Kurahaupo kin from Hawaiki signalled a new period of occupation and interaction between the Kāhui Maunga and Hawaiki people. This era was known as 'ngā uruwaka'. During its voyage to Aotearoa Kurahaupo suffered damage and some of its passengers, led by Te Moungāroa, transferred to the Mataatua canoe for the last part of the journey to Aotearoa. When the Kurahaupō people arrived they brought with them the sacred kura (knowledge), marriages soon produced a mix of Kāhui and Kurahaupō descendants. The influx of the new migrants also created tension and the Kāhui people were forced to relocate into various places along the western seaboard.
- 1.5 Taranaki Iwi are the descendants of these two kin groups and since time immemorial have occupied the lands which extend along the coastal and mountain area between Ōuri and the Rāwa o Turi stream in the south and Ōnukutaipari in the north. The extent of Taranaki Iwi interests also stretched inland to Te Whakangerengere on the north eastern flank of the mountain, up the Waipuku stream to Te Tahuna o Tūtawa (Warwicks Castle), over to Panitahi (Fanthoms Peak) and down to Mangoraukawa (Lake Dive) and the source of the Ōuri stream. It then follows the Ōuri stream water course towards the coast, a deviation is then made to the headwaters of the Rāwa o Turi stream to the boundary stone of Matirawhati at its mouth, an agreement forged between Ngāti Haua, Ngāti Atua, Ngāti Tamaahuroa and Tītahi.

**TARANAKI IWİ DEED OF SETTLEMENT**

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**1: BACKGROUND**

- 1.6 These pou (boundary markers) are captured in the following Taranaki iwi expression:

*Ko Ōnukutaipari te pikitanga ki te pou o Ōkurukuru  
Ōkurukuru ki Te Whakangerengere  
Te Whakangerengere ki Te Tahuna o Tūtawa  
Te Tahuna o Tūtawa ki Panitahi  
Panitahi ki Ōuri  
Ōuri ki Rāwa o Turi  
ki te pou o Matirawhati*

*Ōnukutaipari is the ascent to the pole of Ōkurukuru  
from Ōkurukuru to Te Whakangerengere  
from Te Whakangerengere to Te Tahuna o Tūtawa  
from Te Tahuna o Tūtawa to Panitahi  
from Panitahi to the waters of Ōuri  
from Ōuri to Rāwa o Turi  
to the pillar of Matirawhati*

- 1.7 Taranaki Iwi is closely related to other tribes in the region through ancestry and proximity. Alliances and disputes between them were a feature of their history both pre and post European settlement. Threats from other tribes and the need to protect territory, authority and honour meant that relationships between the Taranaki tribes continually evolved.
- 1.8 Taranaki Iwi thus form the segment of a circle dominated by the mountain from which the tribe takes its name. It is more mountainous than any other part of the Taranaki coast, for within it is Mount Taranaki, 8,260 feet, the Pouakai Ranges, 4,590 feet, and the Patuha Ranges, 2,240 feet. The country on the slopes of these mountains is fertile, and as the coast is approached there is a wide stretch of nearly level land, in former times covered with dense forest. Thus, the Taranaki territory was celebrated for its immense quantities of native flora and fauna in particular the various varieties of Harakeke. With large amounts of harakeke in the region Taranaki became renowned as an iwi with superior knowledge in processing its fine varieties. So much so that obtaining it became the subject of more than a few warlike expeditions by Northern tribes for trade.
- 1.9 The nature and impact of Northern incursions during the 1820's and 1830's caused major upheaval in Taranaki and had a profound effect on nga uri o Taranaki iwi with women, men and children being killed and displaced. Despite the effects of the loss during these times, some of the most inspiring acts of leadership also emerged, none more than the famed Wiremu Kingi Matakatea, Ngātairakaunui, Ōāoiti and other Taranaki Iwi rangatira (chiefs), who distinguished themselves by repulsing relentless attacks at Te Namu and Orangituapeka, and by effecting a lasting tatau pounamu (peace agreement). The effect of these conflicts saw many Taranaki Iwi migrate in the nineteenth century to join other Taranaki iwi groups on the Kapiti Coast, Wellington district and the top of the South Island, with some travelling with their kin to Wharekauri (Chatham Islands). This was not, of course, a single exodus, but several heke (migrations) over decades with many travelling back and forth from these areas to Taranaki. While the heke took place, settlements throughout our Taranaki rohe maintained ahi kā and were present on the return of a number of the iwi in the 1840's and onwards.

*E kore hoki e taea he mate nō te iwi kotahi nō tēnei iwi nō Taranaki*

**TARANAKI IWİ DEED OF SETTLEMENT**

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**1: BACKGROUND**

*Tukua atu te harakeke a Rākeitakiha  
Te harakeke tōngai nui o roto o Waiwiri  
Tukua atu te pōrohe whakatetokatio  
Tukua atu Tama kia puta i tua o te tāwhangawhanga  
He putanga ariki nō rongo ki te ata tauira  
Tukua e au ki te mate  
Kia rapua te mate o tō tātou kuia a Papatūānuku  
Ko te mate kia ea, ka hoki ki te ora  
Whiti, Whano, Haramai te toki  
Haumi ee, Hui ee Taiki ee*

*Nothing can be overcome if we are united  
Release forthwith, the abundance of Rākeitakihā's flax that binds us together  
From within Waiwiri  
Release forthwith the great white encrusted rocks that we may stand steadfast  
Release forth the people  
to traverse the great abyss  
A divine deliverance from Rongo  
To the gleaming dawn  
I release thus to the challenges ahead  
To search out the affliction of matriarch mother earth  
Let our challenges be overcome*

**THE PURSUIT OF REDRESS**

- 1.10 For Taranaki Iwi, the pursuit of redress for its longstanding claims against the Crown has been expressed through petitions and protests and claims to the Waitangi Tribunal.
- 1.11 The first Taranaki claim in the Waitangi Tribunal was brought by the Taranaki Māori Trust Board in 1987.
- 1.12 As a result of the inquiry, the Waitangi Tribunal released an interim report called The Taranaki Report - Kaupapa Tuatahi on 11 June 1996.
- 1.13 The report dealt with 21 claims concerning the Taranaki rohe including the Crown's purchase of land, the Taranaki land wars and the confiscation of land under the New Zealand Settlements Act 1863.

*Views of the Waitangi Tribunal in the Interim Taranaki Report*

- 1.14 The Waitangi Tribunal, in the Interim Taranaki Report, expressed some preliminary views concerning the Taranaki Claims including:
  - 1.14.1 "They could be the largest in the country. There may be no others where as many Treaty breaches had equivalent force and effect over a comparable time" (section 1.1);
  - 1.14.2 "We see the claims as standing on two major foundations, land deprivation and disempowerment, with the latter being the main. By 'disempowerment', we mean the denigration and destruction of Māori autonomy or self-government" (section 1.4);
  - 1.14.3 "This report has introduced the historical claims of the Taranaki hapū. It has shown the need for a settlement ..." (section 12.3.1); and

**TARANAKI IWI DEED OF SETTLEMENT**

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**1: BACKGROUND**

- 1.14.4 "Generous reparation policies are needed to remove the prejudice to Māori, to restore the honour of the Government, to ensure cultural survival, and to re-establish effective interaction between the Treaty partners" (section 12.2).

*The Petroleum Report*

- 1.15 In 2000, hapū of Taranaki Iwi participated in the Waitangi Tribunal's urgent inquiry into the Petroleum Claim (Wai 796). The claim asserted that in the nineteenth century, and up to 1937, Taranaki Māori lost ownership of much of their traditional lands, often as a result of Crown acts and policies that have since been found to have been inconsistent with the principles of the Treaty of Waitangi. The claim also asserted that the same Crown breaches resulted in the loss of petroleum resources located within that land (section 4.1).
- 1.16 The Waitangi Tribunal issued the Petroleum Report in 2003. The Tribunal found that prior to 1937, Māori had legal title to the petroleum in their land and a Treaty interest was created in favour of Māori for the loss of legal title to petroleum by:
- 1.16.1 the alienation of land prior to 1937 by means that breached Treaty principles; and
  - 1.16.2 the expropriation of petroleum under the Petroleum Act 1937 without payment of compensation to landowners and without provision being made for the ongoing payment of royalties to them (section 7.1).

**NEGOTIATIONS**

- 1.17 Taranaki Iwi gave the mandated negotiators a mandate to negotiate a deed of settlement with the Crown by way of mandating hui.
- 1.18 The Crown recognised the mandate on 26 February 2010.
- 1.19 The mandated negotiators and the Crown:
- 1.19.1 by terms of negotiation dated 17 March 2010, agreed the scope, objectives, and general procedures for the negotiations; and
  - 1.19.2 by letter of agreement dated 22 December 2012, agreed, in principle, that Taranaki Iwi and the Crown were willing to enter into a deed of settlement on the basis set out in the letter of agreement; and
  - 1.19.3 since the letter of agreement, have:
    - (a) had extensive negotiations conducted in good faith and with open and honest intent; and
    - (b) [negotiated and initialled a deed of settlement.]

**TARANAKI IWI DEED OF SETTLEMENT**

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**1: BACKGROUND**

**RATIFICATION AND APPROVALS**

1.20 [Taranaki Iwi have:

- 1.20.1 since the initialling of the deed of settlement, by a majority of [**percentage**]%, ratified this deed and approved its signing on their behalf by Te Kāhui [a minimum of [**number**] of] the mandated signatories]; and
- 1.20.2 in June 2013, by a majority of 93.26%, approved Te Kāhui receiving the redress.

1.21 Each majority referred to in clause 1.20 is of valid votes cast in a ballot by eligible members of Taranaki Iwi.

1.22 Te Kāhui approved entering into, and complying with, this deed by [**process (resolution of trustees etc)**] on [**date**].

1.23 The Crown is satisfied:

- 1.23.1 with the ratification and approvals of Taranaki Iwi referred to in clause 1.20; and
- 1.23.2 with the approval of Te Kāhui referred to in clause 1.22; and
- 1.23.3 Te Kāhui o Taranaki Trust is appropriate to receive the redress.

**AGREEMENT**

1.24 Therefore, the parties:

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

**TARANAKI IWI DEED OF SETTLEMENT**

**2. HISTORICAL ACCOUNT**

**2 HISTORICAL ACCOUNT**

- 2.1 The Crown's acknowledgement and apology to Taranaki Iwi in part 3 are based on this historical account.

**Taranaki Iwi to 1840**

- 2.2 Taranaki Iwi tradition records that they are the descendants of two kin groups; Te Kāhui Maunga who occupied Taranaki Iwi lands since time immemorial, and the Kurahaupō kin who came from Hawaiki bearing the sacred kura. During the era known as "ngā uruwaka", marriages produced a mix of Kāhui and Kurahaupō cousins. Ever since, the descendants of these marriages have occupied lands which extend along the coastal and mountain area between Ōuri and the Rāwa o Turi stream in the south and Ōnukutaipari in the north. According to Taranaki Iwi, the extent of their interests stretched inland to Te Whakangerengere on the north eastern flank of Taranaki maunga, up the Waipuku stream to Te Tahuna o Tūtawa (Warwick Castle), over to Panitahi (Fanthams Peak) and down to Mangoraukawa (Lake Dive) and the source of the Ōuri stream. Following the Ōuri stream watercourse down, a deviation is then made to the headwaters of the Rāwa o Turi stream to the boundary stone of Matirawhati at its mouth, an agreement forged with neighbouring iwi.
- 2.3 The location of these pou (boundary markers) is captured in the following Taranaki Iwi expression:

*Ko Ōnukutaipari te pikitanga ki te pou o Ōkurukuru  
Ōkurukuru ki Te Whakangerengere  
Te Whakangerengere ki Te Tahuna o Tūtawa  
Te Tahuna o Tūtawa ki Panitahi  
Panitahi ki Ōuri  
Ōuri ki Rāwa o Turi  
ki te pou o Matirawhati*

*Ōnukutaipari is the ascent to the pole of Ōkurukuru  
from Ōkurukuru to Te Whakangerengere  
from Te Whakangerengere to Te Tahuna o Tūtawa  
from Te Tahuna o Tūtawa to Panitahi  
from Panitahi to the waters of Ōuri  
from Ōuri to Rāwa o Turi  
to the pillar of Matirawhati*

- 2.4 The Taranaki Iwi rohe formed the segment of a circle centred on the Taranaki maunga from which the tribe takes its name. The presence of Mount Taranaki, the Pouakai Ranges, and the Patuha or Kaitake Ranges within the rohe makes it more mountainous than any other part of the Taranaki coast. The slopes of these mountains are fertile, and the wide stretch of nearly level land near the coast was formerly covered with dense forest. The Taranaki Iwi territory was rich in native flora and fauna, including a variety of harakeke or native flax. Taranaki Iwi were renowned for the skill they developed processing its finer varieties and for the quality of their garments. The desire to obtain these commodities was one of the factors that drove some northern tribes to mount incursions into the Taranaki Iwi rohe. During the

## **TARANAKI IWI DEED OF SETTLEMENT**

### 2. HISTORICAL ACCOUNT

1820s and 1830s, Taranaki Iwi leaders such as Wiremu Kīngi Matakatea, Ngatairakaunui, Oaoiti and others distinguished themselves in the defence of their lands and the subsequent formation of tatau pounamu (peace agreements) with northern tribes.

- 2.5 However, these incursions caused major upheaval for many iwi of Taranaki during the early nineteenth century, as women, men and children were killed or taken away to other communities. During this period, groups of Taranaki Iwi migrated to the Kapiti Coast, the Wellington district and the top of the South Island, while others travelled with whanaunga of other iwi to Wharekauri (Chatham Islands). Prior to the large-scale return of Taranaki Iwi members to their rohe in the 1840s and late 1860s, ahi kaa - or traditional title based on occupation - was maintained by those members of Taranaki Iwi who had remained in their rohe, and by the intermittent return of Taranaki Iwi migrants and their descendants. The fact that most Taranaki rangatira who held the necessary authority to make decisions around the alienation of land were absent from the region, meant that no land was permanently alienated within the Taranaki Iwi rohe prior to 1840.

#### **Early Purchases**

- 2.6 In 1839 and 1840, at the time when a number of iwi of Taranaki were absent from the region, the New Zealand Company, a private consortium formed in Britain to promote the organised colonisation of New Zealand, purported to make several land purchases that covered a large part of Taranaki. The "Ngamotu" and "Central Taranaki" deeds, signed on 15 February 1840, were written in complex English and communicated to Taranaki Māori through interpreters. At this time, Taranaki Māori were unfamiliar with the process of land purchases according to English land law, and with the likely effects, including the large scale immigration of European settlers. After the proclamation of British Sovereignty in May 1840, the Crown made provision for the investigation of prior purchases of land.
- 2.7 In 1844, the New Zealand Company's land claims in Taranaki were investigated by a Crown-appointed Commissioner, William Spain. Despite strong objections from Taranaki Māori, the Commissioner recommended an award of 60,000 acres to the Company. After Māori expressed opposition to the decision and, after European settlers in Taranaki expressed concern about their safety, Governor FitzRoy travelled to Taranaki in August 1844. With advice from other Crown officials, FitzRoy rejected Spain's recommendations and declared the New Zealand Company's titles to Taranaki lands "defective". He then moved to purchase 3,500 acres encompassing the town of New Plymouth, upon which he intended to relocate settlers situated on the disputed outlying lands.
- 2.8 In 1845, the British Government recalled FitzRoy and appointed George Grey Governor of New Zealand. From 1846, Grey sought to secure the balance of Spain's 60,000 acre recommended award.
- 2.9 According to Taranaki Iwi tradition, in the mid 1840s an oath known as Te Kurupū was sworn that asserted the right of Taranaki Iwi to restrict and regulate sales of land within their rohe. In 1847, Crown agents entered into negotiations with members of Taranaki Iwi to purchase two blocks of land near Tataramaka and Ōmata. The deed for the approximately 4,000 acre Tataramaka block was signed by twenty members of Taranaki Iwi in May 1847.

**TARANAKI IWİ DEED OF SETTLEMENT**

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**2. HISTORICAL ACCOUNT**

- 2.10 During the negotiations for the sale of land near Ōmata, some members of a hapū of a neighbouring iwi claimed ownership of part of Ōmata, including Mount Taranaki and the Pouākai and Kaitake ranges, and sent out armed parties to interrupt surveying of the block. Crown agents called a meeting at Pukeariki (Mount Elliot) in New Plymouth to settle the dispute. Taranaki Iwi rangatira Tāmati Wiremu Te Ngāhuru and Kerapa Te Whakahawe led a delegation of Taranaki Iwi men who were expert in the history of the Iwi. Their arguments convinced Crown officials that Taranaki Iwi had the rights to the Ōmata block, and to the lands that now comprise the Taranaki Iwi rohe.
- 2.11 The Pukeariki meeting became known as Patutūtahi, and the Te Kurupū oath was reaffirmed by the performance of a ngeri (chant) still performed by members of Taranaki Iwi today:

*Ko hea, Ko hea tērā maunga e tū mai rā,  
Ko Taranaki pea,  
Nukunuku mai, nekenekē mai  
Ki taku tauaro kikini ai e ha!  
Aha kekeke noa, kekeke noa*

*What is the name of that place, what is the name of that peak, standing forth,  
Is it not Taranaki?  
Come forward, Come close to us,  
In our presence, feel and acknowledge our avowals,  
As our hearts beat with conviction*

- 2.12 Taranaki Iwi state that both Te Kurupū and Patutūtahi were used thereafter to signify and assert their right to exercise authority over their land, and to restrict and regulate further land sales.
- 2.13 On 30 August 1847, a deed of sale to the 12,000 acre Ōmata block was signed by sixty-six Māori, including Tāmati Wiremu Te Ngāhuru and other Taranaki Iwi rangatira. The Crown reserved 381 acres of the 12,000 acre block for Māori. No reserves were made within the Tataraimaka block.
- 2.14 During the 1840s and 1850s, tensions arose among iwi and hapū of Taranaki as Crown agents sought to conduct further purchases with individual Māori or small sub-groups, sometimes without the consent of key leaders or the wider collective and, despite strong opposition to sales in some areas. Crown agents sometimes used secret payments in an attempt to facilitate sales in the Taranaki region.
- 2.15 In November 1849, a member of Taranaki Iwi offered to sell land between the Ōmata and Tataraimaka blocks to the Crown, after he was excluded from payments for the earlier Tataraimaka purchase. Despite the Ngā Māhanga hapū of Taranaki Iwi stating their objection to the sale, a Crown agent then paid an advance to the individual in the hope that he would help to obtain a broader agreement. Taranaki Iwi sources indicate that Tamati Wiremu Te Ngāhuru called further hui at Poutoko and Whitiota kāinga to reassert Taranaki Iwi manawhenua, and that in 1850-1851 a large hīkoi of 300 people ascended Taranaki Maunga to erect carved tawa poles to mark significant Taranaki Iwi sites.
- 2.16 From the early 1850s, further meetings were held at which iwi of Taranaki sought to reach agreements to oppose further land sales. In April 1854, rangatira from across

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the Taranaki region, including Taranaki Iwi, met with other North Island leaders at Manawapou in Southern Taranaki. Although it appears that no unanimous agreements were reached, several iwi in Taranaki confirmed their opposition to land-sales within an area extending from Ōkurukuru (the southern boundary of the Ōmata block near New Plymouth) in the north to Taipake (near Kaiwi) in the south. This area included much of the Taranaki Iwi rohe. Some leaders in attendance swore an oath to resist the loss of further land: *te tangata tōmua, te whenua tōmuri* ("man first, land after", or "by the death of men, will the land be taken"). Taranaki Iwi referred to this and other similar meetings as *Kumea mai te waka* (drawing the canoes [people] together) and *Taiporohēnui* (cease the tide of wrong doing), to symbolise the importance of unity and halting the tide of settlement.

- 2.17 Among those attending the 1854 Manawapou meeting were advocates for a Māori "unity" movement that later manifested in the election of a Māori King. Many Taranaki Iwi leaders viewed this proposal as being consistent with the Te Kurupū and Patutūtahi statements of manawhenua, and later offered their support to the Kīngitanga movement, which allowed Māori to place themselves and their lands under the protection of a Māori King.
- 2.18 By the mid 1850s, Crown purchasing activities contributed to several internal disputes within iwi of Taranaki. Conflict over land sales was such that European settlers in Taranaki petitioned the Government to send troops for their protection. By September 1855, approximately 500 Imperial troops were stationed in New Plymouth.

**Conflict and Armed Resistance 1860-1861**

*Ka mate te whenua, ka mate te tangata,  
Ka kātoro te ahi ki runga ki te whenua tāoro atu ai ki te takutai moana*

*Land and people will die,  
And fire will spread across the extremities of the land.*

Taranaki Iwi proclamation

- 2.19 In March 1859, Governor Gore Browne addressed a meeting in Taranaki and announced that "he would never consent to buy land without an undisputed title" and "would buy no man's land without his consent". He also stated that he would not permit anyone to interfere in the sale of land "unless he owned part of it". However, Crown officials then proceeded to negotiate the purchase of the Pekapeka block near Waitara despite the stated objections of Wiremu Kīngi Te Rangitaake, widely acknowledged as the principle rangatira of Waitara.
- 2.20 In February 1860, Crown officials attempted to survey the Pekapeka block, but were prevented from doing so by a party of Te Rangitaake's people, unarmed and mainly women. The Crown deployed an armed military force to assist the survey and, on 22 February 1860, proclaimed martial law throughout Taranaki. In March 1860, the Crown took military possession of the Pekapeka block and resumed the survey. Te Rangitaake's supporters erected a pā at Te Kohia at the south-west extremity of the block and, when Te Rangitaake refused to surrender it on 17 March 1860, some 500 government troops began a bombardment of the pā. This marked the beginning of war in Taranaki.

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- 2.21 Northern Taranaki iwi were soon joined by people from other iwi of Taranaki and from Waikato, who together offered unexpected resistance to Government forces. The Crown dispatched additional troops into the Taranaki region, and forts were constructed to protect the New Plymouth town belt. The Ōmata stockade was erected on top of the abandoned Ngāti Tairi pā site, Ngaturi, on the southern outskirts of New Plymouth.
- 2.22 Within ten days of the Crown's attack on the Te Kohia pā, a force of approximately 500 Māori of Taranaki Iwi and iwi from southern Taranaki had moved to within ten kilometres of New Plymouth. On 27 March 1860, Taranaki Iwi constructed Kaipopo pā near Ōkurukuru at Waireka, the demarcation line between Māori and Pākehā land agreed to by Taranaki Iwi rangatira at Manawapou in 1854. On the same day, five settlers, including three boys, were killed in the area south of New Plymouth. Most settlers then fled to New Plymouth, and Māori carried out raids against abandoned farms in the area. On 28 March, Crown troops were despatched from New Plymouth to bring in the families of the local missionary and clergyman, along with some non-British settlers who had chosen to remain in their homes after being declared *tapu* and placed under Māori protection. A significant engagement then took place between Crown troops and Māori at Waireka. Prominent Taranaki Iwi leaders Paora Kukutai and Paratene Te Kōpara were among the Māori killed in the engagement.
- 2.23 The day after the Waireka engagement, the Government directed the gunship *Niger* to steam down the coast from New Plymouth, where it anchored off the coast of Warea kāinga, one of the most important coastal settlements in the Taranaki Iwi rohe. Warea had a large resident population, extensive cultivations, and due to its proximity to several surrounding villages, had since 1844 served as the mission station for the German Reformed missionary, Johann Riemenschneider. On 30 March, the *Niger* fired a number of explosive shells and rockets into the settlement, doing considerable damage. After the attack started, the residents of Warea retreated to pā on the other side of the river, and the *Niger* redirected its guns to fire more shot and shells into these areas.
- 2.24 In April, the Crown further increased its military presence in Taranaki, and mounted attacks on Taranaki Iwi settlements at Tuiraho, Whareatea, Mokotunu and Warea, destroying surrounding cultivations and food-stores, and taking livestock and horses. Flour-mills operated by Taranaki Iwi situated on the Kaikoura and Werekino streams were also targeted, and some destroyed. In retaliation, Taranaki Iwi and other Māori of Taranaki mounted further raids against settler properties around New Plymouth. By September 1860, Governor Gore Browne had boosted military forces in Taranaki to about 2,300. Crown troops then conducted attacks with the intention of disrupting Māori crop planting, which it was hoped would "greatly distress and dishearten" Taranaki Māori. In October, Crown forces attacked and destroyed fortified pā at Orongomaihāngai, Mātaiao and Pukekākāriki on the Kaihihi River.
- 2.25 In 1861, after a year of fighting, the Crown and Taranaki Māori negotiated a peace agreement with the help of Kingitanga emissaries. In the weeks following the peace agreement, the Governor sent peace terms to "the Chiefs of the Taranaki Tribe" which required Taranaki Iwi to submit to the Queen's sovereignty and the authority of the law, restore any plunder they had taken, and pay compensation for property destroyed and injured. The Governor also insisted that those who had killed unarmed settlers would be tried when apprehended. The terms stated that Taranaki Iwi had "set the authority of the Queen and the Law at defiance ... attacked troops, burned property, treacherously killed settlers and driven them off their land ... without

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even pretence of quarrel with the Queen's Government or her European subjects". At this time, the Governor also promised to conduct an investigation into the purchase of the Pekapeka block, which continued to be a source of significant grievance for Taranaki Māori. In late April, a representative of Taranaki Iwi accepted the terms of peace.

**The Resumption of Conflict, 1863**

*Te toronga o te ahi ki runga ki te whenua taoro atu ai ki te takutai moana.*

*The spread of fire (conflict) across the extremities of the land and sea.*

Taranaki Iwi Proclamation

- 2.26 After the 1861 peace agreement, Crown troops continued to occupy the Pekapeka block, and a section of Taranaki Iwi continued to occupy Ōkurukuru on the southern edges of Ōmata block and the disputed Tataraimaka Block. On 12 March 1863, Governor Grey ordered Crown troops to reoccupy the Ōmata block south of New Plymouth. Troops then built St Patricks, a large redoubt on the southern boundary of the Ōmata block at Poutoko. The Tataraimaka block in the Taranaki Iwi rohe was re-occupied on 4 April, and a second redoubt was constructed east of the Katikara River mouth. Taranaki Iwi viewed the Crown's re-occupation of Tataraimaka as a breach of the peace agreement, and an act of war.
- 2.27 Two days after the re-occupation of the Tataraimaka block, Governor Grey investigated the Pekapeka purchase and, in the light of what he called "new facts" regarding Wiremu Kingi Te Rangitaake's rights to the land, decided to renounce the purchase. However, his Government did not publically announce this until 11 May, over a month later.
- 2.28 In the meantime, Government troops occupying Ōmata and Tataraimaka had been carrying provisions and equipment across Māori land between the blocks and New Plymouth. On 4 May 1863, some Taranaki Māori, still unaware of Grey's decision on the Pekapeka purchase, attacked a party of soldiers at Wairau, killing nine.
- 2.29 On the night of the attack, Government Ministers met with the Governor and advised him to publicly announce the abandonment of the Pekapeka purchase. Ministers and the Governor also agreed to confiscate the land between the Ōmata and Tataraimaka blocks belonging to those Māori who they believed had carried out the attack, for the purposes of establishing a military settlement. Ministers also recommended that the Governor issue a proclamation that if those responsible for the attack were not given up within a month, Taranaki Iwi and other southern Taranaki Māori would be held "responsible as accessories to and participants in the crime".
- 2.30 On 22 May 1863, the warship HMS *Eclipse*, with Governor Grey aboard, approached the coast at Tataraimaka to shell a number of pā in preparation for an attack against a large group of Māori who had gathered in the area, and who the Crown believed posed a threat to New Plymouth. Newspapers later reported that shells fired by the *Eclipse* killed a number of Māori at the Taranaki Iwi village of Tukitukipapa, including twelve boys playing on the beach. Around the same time, the Government announced its intention to place military settlers on the land between the Tataraimaka and Ōmata blocks that it planned to confiscate after the Wairau attack.

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- 2.31 At daybreak on 4 June, the *Eclipse* returned to the area to fire shells into the Porou Pā above the Katikara River at Tataraimaka. Lieutenant-General Duncan Cameron then led 873 troops in an attack against the pā, overwhelming a small defending force which included Taranaki Iwi fighters, killing at least twenty-eight. Soon after, the Crown once again withdrew troops from Tataraimaka to defend New Plymouth.
- 2.32 In mid-1863, Imperial troops and local Taranaki militia were joined by military settlers recruited from the Australian and Otago goldfields. During the latter months of 1863, these forces engaged in a number of skirmishes with members of Taranaki Iwi and attacked several Taranaki Iwi settlements. On 25 March 1864, Crown troops attacked and destroyed Kaitake pā on the Pātua [or Patuhā] Range, near the site of the Wairau attack, and later established a redoubt on the site. Over a four day period in April, troops conducted a "scorched earth" campaign in the Taranaki Iwi rohe, clearing "every acre of cultivation within 20 miles to the south" of New Plymouth. The Crown also established or strengthened several redoubts on the land between the Omata and Tataraimaka blocks to control the area. The Pahitere, St Andrews and Fort Robert redoubts were located on the former Taranaki Iwi pā sites of Pahitere, Te Kahakaha and Rangiuru respectively.
- 2.33 Around this time, the Government's military objectives were increasingly influenced by the activities of the Taranaki Iwi prophet Te Ua Haumēne (previously Horopāpera Tūwhakararo) and his followers. In September 1862, a vessel called the *Lord Worsley* grounded in Namu Bay at Opunake. At the time of the grounding, Māori in the area were fiercely opposed to Pākehā encroachment and threatened death for those who entered the area without authority. When sixty-six Pākehā came ashore after the grounding, Te Ua experienced a personal crisis arising from the incompatibility of this approach and his own Christian beliefs. Four days later, Te Ua reported a visitation from Kapariera (Archangel Gabriel), who instructed him to cast off the yoke of Pākehā domination. Te Ua developed a system of belief and action centred on the rejection of Pākehā religious authority and a promise of deliverance from European control. The Paimārire faith developed by Te Ua quickly gained the support of many Taranaki Māori.
- 2.34 Paimārire emissaries gathered further support in the Whanganui River area, in the Bay of Plenty, and in the Waikato, where Te Ua's Paimārire faith later became the official faith of the Kingitanga (King Movement). While Te Ua promoted peaceable behaviour at the community level, he also preached a message of deliverance from Pākehā domination at the spiritual and political levels. Some of Te Ua's emissaries, focussing on Te Ua's message of deliverance, carried out acts that shocked European settlers and contributed in part to the conduct of the Crown's military operations in the Taranaki Iwi rohe and elsewhere after 1864.
- 2.35 In December 1864, Governor Grey instructed General Cameron to occupy areas between the Patea and Whanganui rivers in the south, and between the Tataraimaka block and the Stoney River further north. The "ultimate object" of these occupations was to facilitate the construction of a thoroughfare between Taranaki and Whanganui, and the establishment of military settlements along the coast. Cameron was authorised to "take such measures as may appear to you most likely to conduce to the end which the Government desire to attain so far as the force at your disposal will admit."
- 2.36 In April 1865, Crown troops under the command of Colonel Warre travelled south on another campaign from New Plymouth through Taranaki Iwi lands, resulting in further

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conflict with Taranaki Iwi people. At the end of the month, a Crown agent travelled to Opunake, where he directed the rangatira of local Taranaki Iwi hapū, Arama Karaka Te Raeuaua and Wiremu Kingi Te Matakatea, to swear allegiance to the Crown. Taranaki Iwi tradition states that the decision of these leaders to swear allegiance followed a declaration made by Te Ua that fighting should cease.

Taranaki Iwi also recall that Te Raeuaua delivered a speech at the time which used rape as a metaphor to describe the Crown's assumption of control over the land and its resources against his will. His speech began:

*Tūwhera kau atu ngā kūhā o ngā wahine...*

*The thighs of our women are now open...*

- 2.37 The use of this metaphor illustrates the strength of feeling around the loss of land for Taranaki rangatira at the time. Te Raeuaua's speech continues to be used in Taranaki Iwi oratory today.
- 2.38 After establishing a garrison at Opunake, the remainder of Warre's forces travelled back towards New Plymouth. On 13 June 1865, Crown troops destroyed several Taranaki Iwi villages in and around the Warea district, including Ngā Kumikumi, Okeanui, Kekeua and Te Puru. Māori in the area responded by mounting raids against Crown troops. On 28 July, Crown troops attacked settlements around Warea again, resulting in at least fifteen Māori deaths.
- 2.39 Continued resistance from southern Taranaki Māori meant that an access route along the coast, remained impassable except to armed groups. In December 1865, the new commander of Crown forces in Taranaki, Major-General Trevor Chute, led troops north from Whanganui on a campaign designed to secure the road, to suppress the Paimārire movement, and end Māori resistance in Taranaki. In February 1866, Chute's forces entered Taranaki Iwi lands from the south, destroying villages and cultivations at Waikoukou and Warea. Chute's forces burnt several houses belonging to the hapū of Taranaki Iwi at Opunake who had earlier sworn allegiance to the Crown, and then forced them to repeat the oath after bringing them into camp under arms.
- 2.40 Among those who signed the oath was Te Ua Haumene, who submitted himself to Chute in an attempt to halt further fighting. Governor Grey then kept Te Ua prisoner, taking him around various settlements and then placing him under house arrest at his Kawau Island residence, in an attempt to undermine Te Ua's mana and bring about the end of the Paimārire movement. In June, Te Ua was allowed to return to Taranaki, where he continued to persuade the people to give up their arms. By this time Te Ua was unwell, probably with tuberculosis, and he died in October 1866.

### **Confiscation and Settlement**

- 2.41 In December 1863, Parliament passed the New Zealand Settlements Act to provide "permanent protection and security of the well-disposed inhabitants of both races for the prevention of future insurrection and rebellion and for the establishment and maintenance of Her Majesty's authority and of Law and Order throughout the colony". The Act stated that the best means to achieve this was through "the introduction of a sufficient number of settlers able to protect themselves and to preserve the peace of the Country". It provided for the Governor to declare the land of any tribe that he deemed to have been in rebellion since 1 January 1863 as a "district" for the

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- purposes of the Act, and then to set apart "eligible sites for settlements for colonisation" within such districts for the use of those settlers.
- 2.42 The British Colonial Office had misgivings about the scope and application of the New Zealand Settlements Act, considering it "capable of great abuse". The Colonial Secretary cautioned the Governor to respect the lands of innocent people and tribes and to apportion punishment in relation to the degree of guilt. The Secretary instructed the Governor to withhold his consent to any confiscation which was not "just and moderate".
- 2.43 On 30 January 1865, the Governor invoked the New Zealand Settlements Act to declare the "Middle Taranaki" confiscation district, covering the western part of the Taranaki region that lay between the Waitara River mouth in the north and the Waimate Stream in the south. This district encompassed approximately 560,000 acres, and included the entire Taranaki Iwi rohe. At the same time, Grey proclaimed two large "eligible sites for settlement for colonisation" within this district, which were named "Oakura" and "Waitara South". The Oakura eligible site took in the areas surrounding the Tataramaka block.
- 2.44 On 2 September 1865, the Crown expanded the confiscation area hugely with the declaration of the "Ngatiawa" and "Ngatiruanui" confiscation districts. The Ngatiawa district extended north-east from the existing Middle Taranaki confiscation district to a line traced twenty miles due east from Parininihi on the northern Taranaki coast, and covered approximately 400,000 acres. The Ngatiruanui district extended south-east from the Middle Taranaki district to the Whanganui River in the south, and covered approximately 453,000 acres. The Crown then proclaimed the "Ngatiawa Coast" and "Ngatiruanui Coast" eligible sites, which incorporated all of the "Ngatiawa" and "Ngatiruanui" confiscation districts, and all of those parts of the "Middle Taranaki" district not already included in the earlier "Waitara South" and "Oakura" eligible sites. These eligible sites also excluded lands previously purchased by the Crown.
- 2.45 As a result of these proclamations, all Taranaki Iwi land not already purchased was confiscated. The confiscations were indiscriminate in that they enormously exceeded the amount of land necessary for achieving the original Act's purpose of introducing enough settlers to "protect themselves and preserve the peace of the Country". They also deprived both "loyal" and "rebel" Māori of the ownership and use of their lands, despite the statement, included in the 2 September declaration, that no land would be taken from "loyal inhabitants" except where "absolutely necessary for the security of the country".
- 2.46 A peace proclamation published at the same time as the confiscation notices announced that all those who had engaged in rebellion, with the exception of some Māori who had committed certain murders or acts of treachery, were to be forgiven. The peace proclamation also promised that the Crown would return land "at once" to all Māori who "wished to settle down on their lands ... under Crown grants ... and the protection of the law", but this promise was unfulfilled.
- 2.47 Between 1863 and 1865, the Crown passed a number of amending or supporting acts designed to strengthen or clarify the processes by which land could be confiscated or settled, or by which "compensation" could be provided. Some of these sought to address omissions in earlier legislation, or to validate the previous actions of Crown agents. The New Zealand Settlements Amendment Act 1866 retrospectively declared all of the instruments and proceedings made under the

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authority of the 1863 Settlements Act and subsequent amendments "absolutely valid" and beyond question "by reason of any omission or defect".

**Compensation**

- 2.48 The New Zealand Settlements Act 1863 and subsequent amendments provided for the establishment of a Court to compensate "loyal" Māori who had lost land through confiscation through the return of land, by making cash payments, or by issuing land scrip.
- 2.49 The Compensation Court excluded claimants who failed to meet registration requirements, or who did not appear before the Court. In many cases, this non-attendance was due to the hearings being held during wartime, or because claimants did not receive notification of the hearings. The Court relied on the evidence of very few witnesses, rather than fully investigating the circumstances of each person affected. Māori claimants were not provided with legal counsel for Court proceedings as a matter of course. In Taranaki, claimants were represented by a "native agent" who simultaneously served as a Crown-appointed Civil Commissioner, tasked with reaching a settlement in the confiscated lands that was acceptable to Europeans and Māori "so far as may be possible".
- 2.50 Further difficulties arose from the fact that by the time the Compensation Court began its hearings in June 1866, large tracts of Taranaki Iwi lands had already been allocated to military settlers or set aside for sale. This left little land available to be returned. In the 27,500 acre Oakura eligible site, situated in the northern part of the Taranaki Iwi rohe, Crown assessors informed the Court that 2,500 acres of land deemed fit for cultivation remained unoccupied by Europeans. However, the Court calculated that loyal Taranaki Iwi applicants were entitled to 7,400 acres of good land. Because the Crown was unwilling at that time to pay cash or scrip in lieu of unavailable land, Crown agents negotiated out-of-court settlements with claimants. These settlements resulted in Māori being awarded "the whole of that land not allotted" within the block, but most of this was located in mountainous areas that the Court had previously discounted from its calculations as being "worthless". In 1880, the West Coast Commission calculated that 8,700 acres had been "allocated" to claimants, but their records indicate that only 1,982 acres were formally Crown granted to sixteen Māori claimants in this area, in individualised rather than customary title.
- 2.51 Compensation Court hearings into the claims of Taranaki Iwi regarding the northern section of the "Ngatiruanui Coast" eligible site, which covered much of the southern part of the Taranaki Iwi rohe, also ended in out-of-court settlements. These agreements made provision for the return of 12,000 acres, but were not honoured. By 1880, when the West Coast Commission investigated the Compensation Court's awards, no Crown grants had been issued within this area, and no land returned.
- 2.52 A second compensation mechanism, introduced through the 1864 New Zealand Settlements Amendment Act, empowered the Governor to adjust the awards of successful Compensation Court claimants or to grant entitlements to unsuccessful claimants at his discretion. As was the case with out-of-court arrangements made during the Compensation Court hearings, the Government's "awards system" rarely led to the return of land.

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**2. HISTORICAL ACCOUNT**

- 2.53 In 1867, Governor Grey agreed to award land to "absentees" from the Taranaki district who had failed to obtain compensation through the Court, with the result that 3,100 acres were allocated to Taranaki Iwi. The awards were to be made within the large area between the Hangatahua (Stoney River) and Waingongoro Rivers, but were not defined on the ground. In 1884, the West Coast Commission reported that it was unable to identify those absentees originally promised the land. The Commission recommended that 3,100 acres be surveyed and "allocated" to Taranaki Iwi, but that no further action be taken until such time that the proper grantees were identified. The Waiweranui block was subsequently surveyed, but evidence suggests that it remained in Crown ownership until at least 1890, at which time some parts were sold to private interests.
- 2.54 The Crown also attempted to make "informal restitution" with hapū of Taranaki Iwi who the Crown considered to have "remained loyal to the Queen all through the war", and who had received a personal promise from the Governor that their land would never be confiscated. In 1866, the Crown reserved the 18,000 acre Stoney River block, lying between the Hangatahua and Waiweranui river mouths and their mountain sources, and the 44,000 acre Opunake block, lying between the Moutotī and Taungatara rivers, for the Ngā Mahanga and Opunake hapū of Taranaki Iwi respectively. However, existing legislation made no provision for the abandonment of confiscation in this way, and the Crown never issued the proclamations necessary to return these areas. At the time of the West Coast Commission's investigations in 1880, these blocks remained in Crown ownership.
- 2.55 In November 1867, Governor Grey proclaimed that five per cent of the value of every rural and suburban block sold within the confiscation areas was to be "reserved" for the benefit of persons of certain Taranaki tribes, including Taranaki Iwi. Thirteen years later, the West Coast Commission identified only one sale in which this proclamation had been honoured.
- 2.56 Together, these unfulfilled promises became one of the key sources of grievance for Taranaki Iwi and other Taranaki Māori. In 1880, the West Coast Commission found that Crown grants had not been issued for ninety-six per cent of the land promised under the compensation scheme. Those returns that did occur were made under individualised title, extinguishing customary forms of land tenure and "pou paenga whenua" (long-established hapū occupation agreements).

**Parihaka**

- 2.57 In 1865, two new leaders were consecrated to continue the work of Te Ua Haumene's faith. For the next forty years, Tohu Kākahi and Te Whiti o Rongomai led Māori from Taranaki and elsewhere in a campaign characterised by acts of non-violent resistance to bring an end to conflict and confiscation in Taranaki.
- 2.58 The two leaders had long supported Taranaki Iwi attempts to restrict and regulate the alienation of their land. Taranaki Iwi recall that they had participated in the 1850-51 mass ascent of Taranaki maunga, and had supported subsequent resolutions to halt land sales, both locally, and nationally through their association with the Kīngitanga.
- 2.59 Tohu and Te Whiti were well-versed in both Māori and European belief systems. Each had received instruction in Te Ao Māori from Taranaki Iwi elders and in Christian theology from Lutheran and Methodist ministers. Thus, ancient Māori knowledge systems and biblical narratives combined to provide the spiritual and

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political views, principles, and ideologies of the community they established at Parihaka. This theological background also underpinned the many biblical references and metaphors that the leaders of Parihaka used, both in speeches at Parihaka and in exchanges with Crown officials. Such references often made it difficult for English-speaking reporters or Crown officials to understand the intent of the leaders' words.

- 2.60 In 1866, following another series of attacks by Crown troops on various settlements in the Warea district, Te Whiti and Tohu relocated with Ngati Moeahu and Patukai hapū members to Parihaka, a remote village situated in dense bush to the west of Taranaki maunga, at the heart of the Taranaki Iwi rohe.
- 2.61 Taranaki Iwi commemorate the new community's adoption of a non-violent kaupapa or philosophy through traditional whakawai (adages) known as "Te Haeata" (new dawn) and "Te Tau Ariki" (a time of prominence). Te Tau Ariki records that:

*1866 Ko te tau ariki tenei, ka kuhuna te patu. E kore rawa e kitea. Ka haere mai ngaa tahua a te koorero atua kia Te Whiti raaua ko Tohu. He tukituki i te kino kia mate i te pai. Kia tau ko te whakaoranga me te rangimaarie me te rongomau ki runga i te whenua, ki runga i te tangata. He puru i te toto, puta noa i ngaa iwi e wha o te ao, kei te pakanga raaua ki te rangatiratanga kei te muru mai i runga a tauiwi, i a te kuini.*

*1866 was the year, the year of prominence. Weapons were discarded and not seen again. Te Whiti and Tohu had a series of premonitions: that evil should be overcome by good things, that peace and goodwill should prevail across the country and the people, that there shall be no more bloodshed throughout the four corners of the world, and that their struggle was against the suppression of their autonomy by the Queen.*

- 2.62 In March 1869, Te Whiti and Tohu declared "te tau o te takahanga" (the year of the trampling underfoot) to signify Parihaka's right to exercise autonomy. Te Whiti and Tohu believed that developments in Taranaki should be negotiated between Taranaki Māori and the Government on equal terms, and aspired to a future in which Pākehā and Māori would live side by side, but under the chieftainship of Māori, the owners of the land. This vision was captured in the 1869 proclamation:

*Ka noho tahi te kiore rau[a] ko te ngeru te ruru raua ko te karewarewa ka noho tahi te kingi te kawana te poropiti kotahi ta ratou rihu e toutou ai ratou...*

*The lion and the lamb, the falcon and the wren, the cat and mouse would live in harmony and eat from the same dish.*

- 2.63 In the early 1870s, the settlement that Te Whiti and Tohu established under principles of peaceful self-determination grew rapidly as Māori, displaced by confiscation and war, arrived from throughout Taranaki. Members of the settlement adopted modern agricultural techniques and equipment, and developed a strong economic base. Crown officials commended Te Whiti for refusing to join the conflict which had taken place in South Taranaki in 1868-69, while the Governor later recognised his peaceful approach and his ongoing efforts to improve the welfare of Māori people at Parihaka and elsewhere in Taranaki.

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**2. HISTORICAL ACCOUNT**

- 2.64 During the early 1870s, a large-scale Government public spending programme began to increase immigration rates and public works developments across New Zealand, including Taranaki. The programme generated significant increases in both Crown debt and the demand for land. In Taranaki, the Crown's ability to address these issues was compromised by the fact that the large expanse of land between the Hangatahua and Waingongoro rivers, proclaimed confiscated a decade earlier, had never been surveyed for settlement as provided for in the New Zealand Settlements Act 1863, nor occupied under Crown grants. As a result, Māori displaced by the earlier wars moved back and resettled their old kainga.
- 2.65 The Crown did not prevent Māori from returning to their kainga on the lands that had been proclaimed confiscated, and Crown Ministers made changing or contradictory statements about the status of the land. Some Māori came to believe that the confiscation had been abandoned. Between 1872 and 1875, the Crown purchased land within the Taranaki confiscation district by way of deeds of cession, reinforcing the perception among Māori that the confiscation had been abandoned. During this period, an attempt to survey land between the Hangatahua and Waingongoro rivers was stopped after Crown officials became convinced that local Māori "would not let it go on in peace".
- 2.66 In 1876, Crown officials implemented a programme of gratuities or informal cash payments. The Crown made these payments, known as "takoha", to those Māori who, in the agents' opinion, had an interest in the land prior to confiscation, or could most influence the delivery of "quiet possession" of land for European settlement. Takoha payments were effected without accompanying deeds, surveys or sketch plans for the blocks concerned. The West Coast Commission later described the takoha system as "simply make-believe" and the payments made as "nothing but secret bribery". Crown agents dispensed payments in an erratic and arbitrary manner, recordkeeping was poor, and it was not clear to whom takoha was paid. Some Māori interpreted these payments as further evidence that the confiscations had not resulted in the transfer of their lands into Crown ownership. Crown officials observed that the willingness of Māori to accept such payments decreased in relation to their proximity to Parihaka, and the West Coast Commission later noted that Te Whiti had rejected various offers of takoha with contempt.
- 2.67 In June 1878, the Premier of New Zealand, Sir George Grey, met with Māori leaders from Taranaki and across the North Island at Waitara. Crown officials distributed gifts and made informal payments to the assembled leaders in an attempt to facilitate their consent to making further Taranaki lands available for European settlement.
- 2.68 Taranaki Iwi later came to refer to the Waitara meeting as *Te Akerama*. This was a transliteration of the biblical "Akeldama", a location in Jerusalem said to have been purchased by Judas Iscariot. Prior to the 1878 meeting, Te Whiti had used the term to refer to the outbreak of war at Waitara, reflecting the biblical description of Aceldama as the "field of blood".
- 2.69 After the Waitara meeting concluded, the Native Minister travelled south to reconcile Te Whiti, Tohu and the southern Taranaki leader Titokowaru, none of whom had attended the meeting, to the impending survey of their lands, beginning with the fertile Waimate Plains. The Native Minister assured Titokowaru that large reserves would be made for Māori occupation on the Waimate Plains, that burial places, cultivations and fishing grounds would be protected, and that grants would be provided which could be used for covering the cost of fencing their reserves "and

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otherwise promoting their social improvement". On these conditions, Tītokowaru allowed the surveyors to carry out their work.

- 2.70 By this time, Te Whiti and Tohu wielded significant influence among many Taranaki Māori, and the monthly meetings held at Parihaka attracted thousands of visitors from across the region. Te Whiti and Tohu also told south Taranaki Māori that they should not oppose the survey of their lands at that time. Te Whiti stated that it was "not advisable that blood should be spilt a second time on the land", but that "the time will arrive when it will all be set right." Surveying of the Waimate Plains began in July 1878.
- 2.71 In September 1878, a Māori man called Hiroki shot and killed the cook of a surveying party in south Taranaki, apparently after a dispute about the theft of pigs by surveyors. Hiroki was then reported to be heading towards Parihaka. Approximately a month after the murder, a group of southern Taranaki Māori went to Parihaka, with the Native Minister's approval, and searched houses for Hiroki. Te Whiti expressed anger at this on the grounds that he had already assured the Minister that he would not shelter Hiroki, and would notify the Governor if Hiroki came to Parihaka. Shortly after this, Te Whiti sent word to a local Crown official that Hiroki had appeared at Parihaka severely wounded, and asked to discuss the matter with the Native Minister. The Native Minister instead sent a local official to Parihaka. Subsequent efforts to negotiate the delivery of Hiroki to the Crown failed, and he remained at Parihaka.
- 2.72 Meanwhile, surveying continued, often with Māori cooperation. However, by December 1878 southern Taranaki Māori were becoming concerned that the surveyors were not marking out the promised reserves. Between December 1878 and March 1879, Māori removed surveying pegs and then evicted the surveyors after they cut lines through cultivations, cash crops, and a burial ground. In mid-March, Tītokowaru left the Waimate Plains to seek counsel at Parihaka.
- 2.73 In late March 1879, the Native Minister travelled to Parihaka where he asked Te Whiti to give Hiroki up so that he could be tried before the Supreme Court. Te Whiti refused, stating that the Supreme Court could instead come to Parihaka and try him there. The Native Minister then told Te Whiti and Tohu that the surveys had been carried out in accordance with their earlier agreements. Te Whiti abruptly ended the meeting, after stating that the Government had stolen the land and that it, and not Hiroki, was responsible for the murder of the cook. The following day, Te Whiti advised Tītokowaru to peacefully evict all of the surveyors from the Waimate Plains, an event later commemorated at Parihaka as *Te Kopainga* (the eviction).
- 2.74 In early April 1879, Crown agents visited Parihaka again to discuss the survey of the Waimate plains. In a discussion with those officials, Te Whiti rejected the Crown's claim to the confiscated land on the basis that they had failed to occupy it after proclaiming the confiscation, and rejected their right to survey it.
- 2.75 Te Whiti went on to state that he did not desire war, but wanted only "to be allowed to remain at peace on my own land." When one official assured Te Whiti that the Governor wished only to share the land with Māori as they might share a blanket, Te Whiti responded by saying that "the Governor will not do that; he is dragging it all away for himself." He pointed out that surveyors had cut lines through cultivations close to Tītokowaru's house, and asked them "where, then, is the piece to be retained by the Natives?" One of the agents responded by saying that "the

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Government do not say they will take all the land. I know they wish to give back pieces to the Natives".

- 2.76 Soon after his meeting with Te Whiti, the agent recommended to the Native Minister that a Commission be established to inquire into the position of the awards made by the Compensation Court, and suggested that Te Whiti and other Māori with interests in the Waimate Plains and Parihaka should be informed that "certain portions of those blocks will be at once set apart for them and granted to the proper owners". The Native Minister also considered that it might be possible to come to a settlement with Te Whiti over reserves. However, it appears that no such proposal was made to the leaders of Parihaka. In the following weeks, communication between Parihaka and the Government broke down. A Crown official travelled throughout Taranaki in late April to discuss Māori grievances, but did not meet with Te Whiti or Tohu directly.

**Ko te Parau - The Ploughing**

*Ka koorero a Te Whiti ka whakataka e ahau te hunga kaha i runga i ngaa torona. Ka meinga te hunga nonohi ki runga, ka whakamaakonatia te hunga mate kai ki ngaa mea pai, te hunga whai taonga ia ka whakahokia rawakoretia, ka torona te whenua, ka torona te tangata, haereerea noatia te whenua, noku hoki te whenua. Ko Parau teenei.*

*Te Whiti announced that the strong will be displaced from their thrones and the meek shall be raised upon them. The famished will be nourished with all things good and the wealthy rendered poor. The people shall reoccupy and traverse the land, as the lands belong to me. This is the plough.*

- 2.77 This traditional Taranaki Iwi proclamation records the terms that Te Whiti used to encourage his people to begin their campaign of peaceful resistance.
- 2.78 On 25 May 1879, Te Whiti and Tohu directed men to plough land near Oakura on the coast of the Taranaki Iwi rohe. The Premier understood this action as a means of drawing the attention of the Government, and an assertion of a legal right over land that had been confiscated or alienated from Māori in other ways. Taranaki Iwi believe that Te Whiti also sought clarity from the Crown about the allocation of long-promised reserves. Over the following weeks, Taranaki Māori ploughed more land within the Taranaki Iwi rohe and beyond, at Tapuae near Oakura, Pukearuhe, Opunake, Te Hāwera and at various locations around the wider Waitara area.
- 2.79 Te Whiti instructed the ploughmen to carry out their task with discipline and restraint:

*Go, put your hands to the plough. Look not back. If any come with guns and swords, be not afraid. If they smite you, smite not in return. If they rend you, be not discouraged. Another will take up the good work. If evil thoughts fill the minds of the settlers and they flee from their farms to the town, as in the war of old, enter not you into their houses, touch not their goods nor their cattle. My eye is over all. I will detect the thief, and the punishment will be like that which fell upon the Ananians.*

- 2.80 Many settlers felt threatened by the protests and demanded an increased armed presence, while others volunteered to serve in the event of a war. On 1 June, the Governor and the Premier of New Zealand arrived in New Plymouth and began to arm large numbers of settlers. They also placed Armed Constabulary officers around

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the Taranaki district. However, the Crown also advised settlers, on several occasions, not to take the law into their own hands. On 22 June 1879, two hundred armed settlers gathered to restrain a group of ploughmen and move them off the land. As ploughing continued, some settlers wrote to Crown officials and to newspapers threatening violence to the protestors.

- 2.81 Throughout this time, the ploughmen continued to carry out their protests in conformity with Te Whiti's instructions. A Crown official described one group of ploughmen as "orderly and good tempered" and "very earnest and determined to do their work". However, with tensions building, Premier Grey instructed the head of the Armed Constabulary to arrest any ploughmen whose actions were likely to lead to a disturbance of the peace.
- 2.82 Between 30 June and 31 July 1879, 182 ploughmen were arrested in Taranaki and charged under the Malicious Injuries to Property Act 1867 with causing damage to land exceeding £5 in value. Some were also charged with "conduct calculated to cause a breach of the peace". The first 136 men arrested appeared before the New Plymouth Magistrate Court, and were transferred to Wellington to await trial in the Supreme Court.
- 2.83 At the end of July, the last forty-six ploughmen arrested were tried in the New Plymouth Magistrate's Court for causing damage to land "to the extent of over £5", found guilty, and sentenced to two months' imprisonment in Dunedin, some with hard labour. All were required to pay £600 sureties each for good behaviour for a period of twelve months. Of the 182 ploughmen arrested, these forty-six were the only ones to receive a trial.
- 2.84 Among the people arrested at this time were the Taranaki Iwi rangatira Wiremu Kingi Matakatea and Ropata Ngārongomate. Ngārongomate had actively assisted the Crown during the wars, and Matakatea had not taken up arms against the Crown since 1861. Matakatea, who was by this time a very old man, had won favour with Europeans by assisting the crew and passengers of the *Lord Worsley* in 1862, and had declared allegiance to the Crown twice, in 1865 and 1866. The Crown offered to release Matakatea on bail in July 1879, but he opted to remain imprisoned with his men, stating that "it is good of the Pakeha to think of me, but I will not leave the prison. If my children are to suffer, we will suffer together. If I may go, let them go also. Our hands are not soiled with crime and therefore we are not pouri (sad or disheartened) about being imprisoned".
- 2.85 Two weeks after the last ploughmen were arrested, Parliament passed the Maori Prisoners' Trial Act 1879. On the grounds that it was "indispensable for the peace and safety of the colony" to "suspend the ordinary course of law", this Act empowered the Governor in Council to order the trial of the prisoners at any place where the Supreme Court sat, to try them in groups rather than as individuals, and to set or change the date or place of their trials "if ... for any reason, it is expedient". When this Act expired in October 1879, the ploughmen remained in prison with no trial date set. In December, the Confiscated Lands Inquiry and Maori Prisoners' Trials Act 1879 extended the earlier Act.
- 2.86 On 23 December 1879, the Governor proclaimed that all those prisoners still held at Wellington would be tried by the Supreme Court in the same city in April 1880. However, in early January 1880, the Wellington prisoners still awaiting trial were transferred to Dunedin and Hokitika jails.

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- 2.87 Taranaki Iwi sang this waiata for the men who had been imprisoned for ploughing:

*Muri ahiahi takoto ki te moenga  
Ka haramai te waiora o te iwi kua riro i te mura o te ahi i te kare o te wai  
E whai ana e mana kia haere koutou mō ngā tohutohu a Te Whiti ki te iwi e  
Ringiringi atu  
Pinepine atu  
Turaturakina atu ngā tatau a rino  
Kia hoki mai ai te painga ki te iwi e*

*As evening falls I lay on my bed  
The strength of those lost in the heat of battle, in the water's swell, comes forth  
You resolve to act upon the instructions of Te Whiti to the people  
Surge up upon it  
Go in unison  
Rend open the steel doors  
So that the people may once more be successful*

**The First West Coast Commission**

- 2.88 In addition to legislating for the continuing imprisonment of the ploughmen, the Confiscated Lands Inquiry and Maori Prisoners' Trials Act 1879 made provision for a Commission to investigate alleged broken promises made by the Crown to Taranaki Māori in relation to confiscated land. The resulting West Coast Commission's scope of inquiry was limited to the Compensation Court awards and specific Crown promises, and did not empower the Commissioners to consider the justice of the confiscations or the compensation process.
- 2.89 The Commission began its hearings in February 1880, and the Crown decided that they would not resume surveying while the Commission was in progress. However, the Native Minister was permitted to carry out repairs on the coastal road near the Waimate Plains. The Commissioners wrote to Te Whiti to inform him that hearings would be held in southern Taranaki, but Te Whiti answered that they should instead come to Parihaka as that was where most Māori resided. The Commissioners declined this invitation, and very few Parihaka residents attended the hearings.
- 2.90 The Commission delivered three reports between March and August 1880. The Commissioners found that the Crown had failed, over a number of years, to fulfil promises about Māori reserves. In their final report, the Commissioners recommended the reserves that they thought necessary to satisfy Māori grievances. However, those recommendations sought to balance Māori grievances against the Crown's wish to secure land for European settlement. Prefacing their recommendations for Parihaka, the Commissioners stated that:

*the true solution of the trouble on the coast is, after all, occupation and settlement; and that, as on the Plains so even more certainly at the very doors of Parihaka, the establishment of English homesteads, and the fencing and cultivation of the land, will be the surest guarantee of peace.*

- 2.91 The Commissioners recommended that the Parihaka block, estimated at 56,000 acres, should be dealt with in four sections. More than 7,000 acres centred on the peak of Taranaki maunga was to be withheld as a forest reserve. The 9,000 acres immediately below the forest reserve was retained for European settlement. Below

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this, 24,000 acres of mostly rough bush-clad land was reserved for "Te Whiti and his people". Most of the 15,000 acres of fertile coastal plains were set aside for European settlement.

**Ko te Taiepa - The Fencing**

- 2.92 In the wake of the Commission's first report in March 1880, surveyors began to mark out some of the reserves that the Commissioners had recommended for the Waimate Plains. A Crown official was sent to Parihaka to inform the settlement's leaders of the Commission's recommendations. Crown forces also continued to develop the infrastructure that it needed to extend European settlement into central Taranaki, including a coastal road. As the road progressed, the Armed Constabulary built temporary redoubts and earthworks around their camps, and extended the telegraph line to connect them. In July 1881, construction of the Cape Egmont lighthouse, ten kilometres from Parihaka, was completed.
- 2.93 In early June 1880, Crown forces cut the coastal road through cultivations near Parihaka. They broke down sections of fence around cultivations, and some road-builders looted Māori property. Residents of Parihaka, including many Taranaki Iwi people, repaired the fences to protect their crops from wandering livestock and the Armed Constabulary's horses, hence blocking the road. Each time, Crown forces pulled them down again. Te Whiti and Tohu suggested that gates could be placed across the roads to protect the cultivations. The Commander of the Crown's Armed Constabulary insisted that both sides of the road should be fenced and sought permission to use troops for this purpose. When informed that the Native Minister had refused to authorise the erection of gates, Taranaki Iwi rangatira Te Whetu Moeahu, who was in charge of the fencers in the field, stated that the people of Parihaka would continue to re-erect the fences as often as the Constabulary broke them down.
- 2.94 On 19 July 1880, members of the Armed Constabulary arrested Te Whetu for erecting fences and threatening to cut down the Government's telegraph poles. Arrested with him were Tokorau, Te Pere, Hone Te Ohoki, Matangi Ruhau, Te Hone, Te Rauka and Te Wihana.
- 2.95 Four days later, Parliament passed the Maori Prisoners' Act 1880, despite strong opposition from some Members. Section 3 of this Act stated that it was "not deemed necessary to try" those ploughmen who had not yet received a trial. Accordingly, all of the first 136 ploughmen arrested, including members of Taranaki Iwi, were deemed to be "lawfully detained", and continued to be held in South Island prisons without the benefits of a trial. Section 3 also applied to those prisoners who had been tried and convicted, and whose twelve-month sentences for being unable to pay sureties for good behaviour were due to expire. The application of section 3 to these forty-six prisoners meant that all of them were detained for periods longer than the sentences imposed by the Court. Crown proclamations in October 1880, and again in January and April 1881 extended the provisions of the Act for additional three-month periods.
- 2.96 The Māori Prisoners Act 1880 also made the detention without trial of the first fencers who had been arrested and placed in custody "lawful". However, the terms of the Act did not apply to anyone who might be arrested and detained after it was passed. Protests did continue and, in early August Parliament passed the Maori Prisoners' Detention Act 1880 to allow those fencers who had been arrested since the passing

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of the previous Māori Prisoners Act to be detained under its provisions. Te Whiti and Tohu continued to send out small parties of men and women each day to repair the fences, and by the end of August 1880, another 157 people had been arrested. None of these prisoners received a trial, and all were sent to South Island prisons.

- 2.97 In September 1880, Parliament passed the West Coast Settlements (North Island) Act, which created a range of new offences including removing survey pegs, erecting fences and ploughing, and enabled those convicted of committing such offences to be imprisoned for up to two years. The Act also empowered the Crown to arrest anyone who was present when such offences were being committed, or who were suspected of being about to commit such offences. On 4 September 1880, fifty-nine more fencers were arrested, and three weeks later they were tried under the Act and sentenced to two years' hard labour. They were then sent to Lyttelton jail and nearby Ripapa Island in the South Island. The last seven fencers arrested on 5 September were sent directly to Lyttelton without trial.
- 2.98 In total, the Crown arrested 405 Māori men and boys for ploughing or fencing in Taranaki during 1879 and 1880, including 182 ploughmen and 223 fencers.
- 2.99 The following two Parihaka waiata were composed during this time to commemorate the fencing protests, the subsequent arrests, and the exile of the prisoners to South Island jails by steamship:

***Te Piukara***

*E piki mai Pungarehu  
Ka tangi mai te Piukara  
He tohu riro ngā ngonga  
E rere te maunawa  
He taiepa tiketike, te taiepa i ngā tupuhi  
He taiepa pikonga nō kawana te maunawa  
Tui atu, tui mai o tāua nei ringaringa,  
He tohu riro ngā ngonga,  
E rere te maunawa  
Piko mai e kawana  
Ko ahau to ariki  
Ko koe taku pononga  
E te kuini kei maunawa*

*Ascending [the hill at] Pungarehu, the call of the bugle is sounded  
The symbol of confiscation  
Trouble is all around  
The fences erected by the downtrodden are major obstacles  
Against the winding fences of the Governor, the cause of oppression  
Our hands are now bound  
As we tread the long path to Queen Street [in New Plymouth], the source of our  
Oppression  
Come forth, bow before us Governor  
I am your lord, you are my servant  
Queen, the source of our oppression*

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***E Rere Rā Ngā Mahi***

*E rere rā ngā mahi a te whanau  
Kia rere tau tika ai ki te tonga  
Tō pikitanga, kei te tereina  
Tō heketanga, kei te teihana  
Kia tomokia, ngā whare Kīngi  
Kia tomokia, ngā whare Kāwana  
Kia whakakinongia mō tōna ingoa  
Ehara tātou he manukura haere  
Waiho te whakamā ki tōna kaupapa  
Ka rere te wairua ki tawhiti oti atu  
Aha! ki tawhiti oti atu!  
Kī mai nei Kawana koia ko taku ariki  
e kore i au e tua ngā here atu e Rūaimoko  
Puritia  
Kia ū  
Kia ita  
Aha ita, ita mou tonu  
Hui e taiki e*

*The actions of our community gather full momentum  
And are taken directly to the South Island  
You are loaded onto the train  
And taken off at the station  
You are to cross the threshold, into the King's realm  
And into the machinations of the state  
To be ill treated in his name [to lay blame on Parihaka]  
We are not free to move about with the dignity of our birthright  
Let [the Government's] legacy be one of shame  
As our hearts and minds will not be constrained for as long as they will it to be  
For as long as they will it to be and beyond  
The Governor says he is my lord  
But not in my mind, nor by detainment within Rūaimoko [houses of stone]  
Hold firm!  
Stay fast  
Be resolute  
We are unwavering and remain determined  
Together as one*

- 2.100 The removal of 405 men and boys from Parihaka and other Taranaki communities created considerable hardship for those who remained. Taranaki Iwi remember that these imprisonments and the consequent loss of labour reduced the once-prosperous Parihaka community to a state of subsistence living, and had extreme impacts on whanau and kinship structures within the papakāinga (village). Furthermore, Taranaki Iwi recall that the survival of Parihaka papakāinga at this time relied on the resilience, courage and leadership of the community's women. This is symbolised in an aphorism encouraging Parihaka women to take on the roles of men

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in their absence: 'E tū tamawahine i te wā o te kore' (women will arise out of a time of extreme adversity).

#### **Imprisonment**

- 2.101 Many of those imprisoned performed hard labour, and evidence suggests that some fell ill through a combination of harsh conditions and an unfamiliar climate. Contemporary reports suggested that some of those Parihaka prisoners transferred to South Island jails experienced gross overcrowding, and that several were subject to solitary confinement with bread and water rations for "trifling offences", some for up to two months. Some of those imprisoned later reported that they had been forced to swim out to sea and back at gunpoint. Taranaki Iwi oral traditions record the grief that prisoners suffered as a result of their separation from their homes, community, wives, children and families. Those held in Dunedin expressed their feelings in the following waiata tangi:

*Ao mauru ere-ere pokai e  
E tangi rā nāku ki aku nei tamariki e  
Ka wehe i ngā tau, ka wehe i ngā nohanga e  
Ka huri mai ki muri, kei te mihiā atu koe  
Tara i te rangi rokia i te moana kia Māori e  
Kia hoki tātou i ngā Tai a Kupe  
Kei te Tai Hauauru e*

*The westerly winds  
That carry my sorrow as I mourn for my children/ loved ones  
From whom we have been separated  
I turn around and reflect back to Taranaki  
Standing loftily in the sky above the sea  
Let us return to the tides of Kupe  
of the Western [Taranaki] Seaboard*

- 2.102 Dunedin jail recorded three deaths among the Parihaka prisoners. Watene Tupuhi died on 22 July 1880 at the age of 24, Pererangi died on 23 September 1880 at the age of 60 and Panirau Pitiroi died on 28 January 1881 at the age of 45. All were buried in Dunedin's Northern Cemetery. A fourth prisoner, Tame Raiha, died while imprisoned at Mount Cook jail in Wellington.

#### **Continuing Detention and Return**

- 2.103 On several occasions, senior Crown figures recognised that the duration of the prisoners' detention was determined more by the political situation in Taranaki than by the particular offences with which they had been charged, and in some cases, convicted. In January 1880, the Governor issued a proclamation in which he stated that "acts of lawlessness have taken place which endanger the peace of the country, and prisoners are held in prison till the confusion is brought to an end." In July, the Native Minister spoke in support of the Māori Prisoners Act 1880 by stating that "it mattered very little whether [the prisoners] had been brought to trial or not. If convicted, they would not perhaps get more than 24 hours imprisonment for their technical offences. The trial meant nothing so far as the detention of the prisoners was concerned."

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- 2.104 Numerous contemporary newspaper reports described the arrested ploughmen and fencers as political prisoners. The Crown-appointed West Coast Commission concluded its final report by stating that Taranaki Māori were being imprisoned "not for crimes, but for a political offence in which there is no sign of criminal intent".
- 2.105 In October 1880, the Native Minister wrote to imprisoned Taranaki Iwi rangatira Wiremu Kingi Matakatēa, informing him that he was about to be released. The Minister also wrote that the release of the remaining prisoners would be contingent upon his willingness to accept the reserves proposed by the West Coast Commission. Soon after, the Crown released Matakatēa after fourteen months in captivity. Twenty-four other prisoners were released at the same time.
- 2.106 The Crown described this release as an "experiment" to gauge how Taranaki Māori, and the prisoners themselves, would react. Three of the first twenty-five released prisoners were members of Taranaki Iwi: Matakatēa, Himiona Te Toko, and Tauroa. The next release of prisoners did not occur until December 1880, approximately eighteen months after the first ploughmen were arrested.
- 2.107 On 25 December, a Crown official visited Parihaka to deliver a letter from the Governor, which requested a meeting with Te Whiti either at Wellington or on the road between Hawera and New Plymouth. Te Whiti refused to hear all of the letter, and suggested that the Governor should come to Parihaka.
- 2.108 By the end of 1880, the Native Minister, John Bryce, had come to view Parihaka and the powerful influence of its leaders as a direct challenge to the authority of the Queen's law. He cited the continuing presence of Hiroki at Parihaka as evidence that the settlement and its leaders were defying the authority of the Crown. In January 1881, Bryce resigned as Native Minister after failing to convince his colleagues of the need to "advance on Parihaka and arrest Te Whiti and Tohu and their removal from the settlement." He was replaced by William Rolleston, who favoured a more moderate approach. Under Rolleston, the rest of the prisoners were released, and all were returned to Taranaki by June 1881. The fencers released at this time had been in prison for between ten and twelve months, while those ploughmen released had been in prison for almost two years. Some of those released were reported to be very unwell.
- 2.109 On 19 June 1881, all of the released prisoners were welcomed back into Parihaka. Te Whiti, Tohu and other prominent Parihaka leaders addressed them as heroes:

*Only by peaceable means can God be reached. ... You were not imprisoned for heinous crimes, or theft, but for upholding the word of Te Whiti. In such a case prison houses lose their disgrace and become houses of joy. The quarrel of these days is for the chieftainship, which at first was the property of Israel, from whom the Gentiles took it, but now it is to be returned to Israel. All war is abolished by this small people collected before me - the men of June. June was the month of the Aceldama at Waitara; in June were the ploughmen arrested; June saw the imprisonment of the fencers; and in the present June all are returned to me with victory achieved and the emblem of victory on their heads. You suffered imprisonment for the land, and for chieftainship, and for godliness.*

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2.110 Parihaka also honoured them with song and verse:

*I te rā o Maehe ka iri kei te torona  
Ka mau taku ringa ki te parau e hau nei te whenua  
Ka toro taku ringa ki te atua e tū nei ko whakatohe  
Ka puta te hae a te Kāwana e tango nei te whenua  
E kore au e taea he uri nō Höhepa, nō ngā tūpuna  
I whiua mai au ki runga ki te tikanga hei muramura ahi  
Ka tere moana nui au ngā waka ihu kei Pāpurona  
Utaina mai au ki runga i a Hinemoa hau e tere nei  
Ka tahuri whakamuri he wai kei aku kamo e riringi nei  
Whanganui, Raukawa ngā ngaru whakapuke kei Ōtākou  
E noho e te iwi tū ake ki runga rā me te hari anō  
Āhua reka ana te rere mai a te ao nā runga i kai ruru  
I ahu mai i Hiona i te pou tūturu e maharatia nei  
Kūpapa e te iwi ki raro ki te maru o te ariki  
Hei kawe mō tātou ki runga ki te oranga tonutanga  
Kāti rā ngā kupu i maka i te wā mua rā  
Tēnā ko tēnei whakarongo ki te wā i tipi rā i te whenua  
Hei whakahari ake mō te mahi a Te Whiti, māna nei te mutunga .... Hei*

*On a day in March, I was placed upon the throne  
With my hand to the plough, sweeping across the land  
My hand is extended to God, to stand resolute  
The ill-feeling of the Government emerges, in the taking away of the land  
I will not be overcome, I am a descendant of Joseph, by way of my ancestors  
I am cast upon a path of righteousness, as fuel upon the fire.  
I am borne upon the great bows of vessels unto Babylon  
And loaded upon the Hinemoa, which sails by  
As I turn to look back, my eyes, a constant stream of tears,  
At Whanganui and Raukawa the waves become enormous, on to Otago  
Where the people are upstanding and with gladness also  
For these events have flowed with a certain sweetness in a time of starvation  
We turn toward Zion, the pillar of truth in times of contemplation  
The people took subservience and protection in God  
As a conveyance for us to eternal life  
Enough words were cast in former times  
And so, it is time to observe now [the messages], that skip across the land,  
That uphold the work of Te Whiti, who will have the final word.*

2.111 The prisoners were released despite rising tensions in Taranaki. Surveying and road-building activities continued around Parihaka. In July 1881, one month after the final prisoners were released, Parihaka residents interrupted the construction of a bridge across the Kapoaiaia River that ran a short distance from the settlement. In August, Māori from Parihaka and surrounding Taranaki Iwi settlements began to clear, fence, and cultivate sites, some of which lay on coastal sections that the Crown had already surveyed or sold to European settlers. During this process, some Māori pulled down fences that had been erected by European farmers. For the next two months, members of Crown forces also pulled down fences around Māori cultivations situated on lands "not set aside for them", and Māori in the area repaired them. When asked to desist, one man replied "that land has been set apart by Te Whiti for us: go and talk to him". The numbers carrying out fencing work increased to the point that the Commander of the Crown's forces suspended opposing it.

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- 2.112 On 17 September, the monthly meeting held at Parihaka was attended by a number of Pākehā reporters, who subsequently published interpretations of the speeches delivered by Te Whiti and Tohu. Several claimed that the speeches suggested violent intent, while others stated that such interpretations were part of a campaign to create a "Māori scare". The following day, Te Whiti held an evening meeting at Parihaka at which he clarified that he "did not mean to fight". He also stated that people should not attempt to interpret his speeches literally, but should wait until they were explained.
- 2.113 On 21 September 1881, Parliament voted for £100,000 to be set aside for contingent defence, "in order that they should be in a position to deal with any difficulty that might arise." The following day, the Native Minister, William Rolleston, travelled to Taranaki to assess the situation there himself. The Minister reported that the leaders and residents of Parihaka showed no intention to fight, but that Te Whiti had "refused to be party to any settlement" based on the recommendations of the West Coast Commissioners, who he claimed were not fit to judge the matters in question as they had been "parties to the wrong-doing". Around this time, the Crown approved the recruitment of an additional two-hundred men for the Armed Constabulary.
- 2.114 On 10 October, the Native Minister wrote to Te Whiti to say that the fencing was illegal and must be stopped. On 19 October, the Crown issued a proclamation which stated that Te Whiti had repeatedly refused to discuss the situation with the Government, and had spoken words which had "promoted angry feelings" among his followers and "caused apprehensions among the settlers". The Crown's proclamation also stated that Te Whiti had resisted the rule of law, and that "the Queen and the law must be supreme at Parihaka as well as elsewhere." The proclamation then gave Te Whiti fourteen days to accept the reserves that had been recommended by the West Coast Commission and to "submit to the law of the Queen". If he did not, the offer of reserves would be withdrawn, the promised land would be retained by the Crown, and any claim to prior Crown promises "will have passed away". On the same day, John Bryce was sworn in once again as Native Minister.

**Te Tau o te Pahua - The Invasion of Parihaka**

- 2.115 On 22 October, Crown officials delivered copies of the proclamation to Parihaka. Te Whiti allowed the officials to read most of the proclamation, but then stopped them, saying "these are not new words."
- 2.116 In the following week, Crown forces reinforced several military posts around Parihaka. By the beginning of November, more than 1,500 Armed Constabulary and volunteers were stationed in the area.
- 2.117 During this time, Te Whiti and Tohu informed the people of Parihaka of the impending action and encouraged them to be steadfast in their commitment to non-violence:

*Takoto e te iwi i raro i nga korero a nga whakatupuranga... mehemea e pono ana tenei rangi koia tenei ka tu a ihoa i mua i tenei huihuinga, tenei ra he ra pouri he ra tukupu pouri kerekere, kia tu a ihoa i mua i tenei huihuinga, kia tau te rangimarie kia manawanui i te wa i a Noa he aka te oranga, ka pahure tera whakatupuranga ite [wa] ia Rota te waka pahuretanga he tahuti, ka pahure tera whakatupuranga i tenei rangi me here nga ringa me nga wae ka uta ki runga ki to waka ki te rangimarie me te manawanui hei waka pahuretanga mo tenei*

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**2. HISTORICAL ACCOUNT**

*whakatupuranga, kia tau te rangimarie me te manawanui. Tenei rangi nei ka opehia noatia te kopae heki iraro i te katua kaore he kai pipi, kaore he kai koko.*

*Let us place our trust in the deeds of past generations... If we have faith today, God will stand before us. These are the days of darkness, whereby peace and forbearance will be upheld under our Lord. During the time of Noah the ark was the vessel of salvation, during the time of Lot they sought survival by fleeing, but today we must bind together and embark on our vessel of peace and forbearance. This is how we will survive. On this day, the people will be bundled together like eggs in a nest and sat on by the adult, there will be no food nor provisions.*

- 2.118 Shortly after 5:00am on 5 November 1881, John Bryce led 945 volunteers and 644 Armed Constabulary to Parihaka. They were met by two hundred children who sang and performed haka. Older girls stood behind them, skipping rope. Residents later offered potatoes to the troops, who were forbidden to accept them.
- 2.119 Bryce rode onto the marae, and Parihaka's leaders were asked for a response to the Crown's proclamation. When no reply came, the Riot Act was read, instructing the assembled residents to disperse within one hour or receive a jail sentence of hard labour. No-one moved and, at the end of the hour, troops advanced further onto the marae and arrested Te Whiti and Tohu. As he was arrested, Te Whiti o Rongomai told his people to "be of good heart and patient". Tohu Kākahi said that "we looked for peace and find war. Be steadfast. Keep to peaceful works. Be not dismayed. Have no fear." Hiroki was also arrested at this time.
- 2.120 In the following days, Armed Constabulary officers placed pānui (notices) around the village ordering non-Taranaki Iwi residents to leave, but no-one complied. An Armstrong gun was placed on top of a hill overlooking the village, intimidating some residents into leaving. Some men from other tribes were identified and arrested, and their houses were pulled down to discourage their return. In an attempt to identify the wives of these men, the contents of their houses were piled in front and women were asked to claim them, but none did. Crown troops searched for arms and ammunition, and approximately 200 guns were found, along with some powder, swords, and tomahawks. As the search was conducted, some houses were ransacked and greenstone taonga, mats, cloaks, and other treasures were looted. Te Whiti's son later reported that Te Whiti had lost a cloak so rare that "money could not buy it". Troops also stole or killed livestock, and systematically destroyed forty-five acres of potato, taro, corn, wheat and tobacco cultivations. As troops pulled out the crops, Parihaka residents presented them with a gift of potatoes.
- 2.121 During hearings for the 1927 Royal (Sim) Commission of Inquiry into the Confiscations of Native Lands and other Grievances, a resident of Parihaka and witness to the invasion reported seeing Crown troops "assaulting" women at Parihaka, while another resident recalled that soldiers "took the women and made use of them". A doctor who had worked in Taranaki later stated that troops introduced syphilis into the community in the aftermath of the invasion. The women of Parihaka later composed and performed the following poi which described their experiences being raped or otherwise molested by Crown troops:

*Muri ahiahi takoto ki te moenga  
Mā te huki anō ka tae mai ka whāki  
Kātahi au ka mahara ko au pea e*

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*Te pakia e te ngutu, te hāwenga i kaipeke  
Tū mai e Riki whakaponohia mai  
E tika kei a taka kihei te huruhuru i whakapiki ki runga  
Ki tō kai ngā kanohi kei raro o te hope kei te herepū e  
E pae kawau ana ka rato mai ki te tini  
Nā mua ra e te tau te karawhiunga mai  
Ka kino te tara nei ka kitea tinitia  
Nā Tiki whakapuare, nā Tiki whakakōtata  
Nga mahi a te tipua e mau nei e  
Ka kai mai ō mata ka tomo mai ki roto  
E rongo matua ake nā te hika i tū e  
Te uinga i raro nei, te komenga mai ō ngutu i*

*As evening falls I lay on my bed, unable to act  
Another generation arrives and is informed of the ordeal,  
My thoughts are overwhelmed knowing that it is I  
who is the subject of gossip and derision carried afar.  
Rise up Riki (Te Ariki, Archangel Michael), believe my statements to be the truth  
It is true that this happened just prior to puberty  
I was the object of their desire, gazed upon, below my hips, virginity intact  
They were like cormorants on their perch, ready to lunge, at any chance. I was  
exploited.  
Please my dear one, this impact from the past still tortures me  
My women-hood bears this abhorrent affliction, it was witnessed by all  
It was Tiki (personification of the phallus) who forced open, it was Tiki who tore  
apart  
It was that monster who left its mark  
Look upon me now, put yourself in my place,  
Comprehend this, lust's vile act and perverted sexual desires has defiled,  
My motherhood is now questioned, bringing resentment to your lips*

- 2.122 In the two weeks following the invasion of Parihaka, more than 1,500 residents were removed, leaving only Taranaki Iwi people in the settlement. The Crown initiated a pass system that regulated entry into the settlement, and banned public meetings. On 20 November, the Native Minister reported that he was planning to have a number of houses pulled down the following day, and their ruins placed upon the marae "so as to deprive it of its sacred character". In the event, he ordered that the "sacred medicine-house" be demolished.
- 2.123 Concerned that evicted residents or people from surrounding Taranaki Iwi settlements might seek reprisals against European settlers, Crown forces were deployed to search for arms across the Taranaki Iwi rohe and into the Waimate Plains. These raids turned up 339 guns and rusty swords, and were accompanied by destruction and looting.
- 2.124 The mass eviction and the destruction of crops placed many of Parihaka's former residents at risk of starvation. Two weeks after the invasion, Bryce allowed some residents to return to gather potatoes, and stated that if the situation became worse he would consider offering them work on road-building "at low wages". In May 1882, a Government officer reported that Parihaka residents had been earning money to buy food by gathering and selling edible fungus, and that Māori from southern Taranaki had sent supplies of food to people displaced from Parihaka. He also reported that while displaced Māori had access to "indigenous food" during autumn,

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"their prospects during the winter, and until next season crops are ready for use, would be very serious if they were not allowed to fall back on their crops at Parihaka."

- 2.125 In December 1881, the Crown announced that it would retain 5,000 acres of the Parihaka reserve and a further 5,000 acres of the Waimate Plains reserves as "an indemnity for the loss sustained by the government in suppressing the ... Parihaka sedition".

**The Trial of Te Whiti and Tohu**

- 2.126 Following their arrest at Parihaka, the Crown transferred Te Whiti and Tohu to New Plymouth jail and charged them with sedition. They appeared before a magistrate and eight justices of the peace in New Plymouth on 12 November 1881. They were charged with:

*wickedly, maliciously and seditiously contriving and intending to disturb the peace of Her Majesty's subjects, and to incite and move to hatred and dislike of the persons of Her Majesty and the Government, and by inciting numbers of Her Majesty's subjects to insurrection, riots, tumults and breaches of the peace, and to prevent by force and arms the execution of the laws of this realm, and the preservation of the public peace.*

- 2.127 On the third day of the hearing, Te Whiti declared that "it is not my wish that evil should come to the two races. I have never wished to do evil or kill anyone up until the present time, my wish is for the whole of us to live peaceably and happy on the land." At the end of the hearing, the magistrate committed Te Whiti and Tohu to New Plymouth jail until "delivered by due course of law" for trial. Hiroki faced a charge of murder, was found guilty, and hanged on 8 June 1882 at New Plymouth gaol.

- 2.128 In April 1882, Te Whiti and Tohu were transferred to Addington jail in Christchurch to await a Supreme Court trial. In July, Parliament passed the West Coast Peace Preservation Act, which stated that the Crown did not deem it "necessary to try the said Te Whiti and Tohu with a view to the infliction of punishment", and that neither of them would be "tried for the offence for which they now stand charged and are in custody". The Act also enabled the Crown to imprison Te Whiti and Tohu at any place the Governor saw fit, to release them at any time, and to re-arrest them at any time without charge. These powers were deemed necessary to preserve the peace of the colony. The following month, the Indemnity Act 1882 indemnified those who, during the invasion of Parihaka, had carried out certain acts which "may have been in excess of legal powers".

- 2.129 Te Whiti and Tohu were taken into captivity and exiled without trial for sixteen months. During this time, they were conveyed around the South Island, to "inform them of the power and accomplishment of the Pākehā." On several occasions, they were offered their freedom, reserves and a Government income, on the condition that they would agree to cease assembling the people. These offers were refused.

- 2.130 In early February 1883, the Crown proclaimed an amnesty for "all offences and to all Maoris" without exception. Three days later, Te Whiti and Tohu were escorted under guard back to Taranaki, where they landed on 9 March 1883. They were then escorted back to Parihaka. Both remained subject to the West Coast Peace Preservation Act 1882, which made provision for their arrest and reimprisonment without charge. This Act was extended in September 1883.

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**Second West Coast Commission and the Public Trustee**

- 2.131 In its final report, the first West Coast Commission recommended that a second commission be established to implement its recommendations. To this end, Parliament enacted the West Coast Settlements (North Island) Act 1880. During 1882 and 1883, the Crown issued grants for 118,520 acres of reserves to 1,855 people in the Taranaki Iwi rohe. More than ninety-nine per cent of the reserves were returned to Māori under individualised title, rather than under customary forms of land tenure. Less than two per cent of the reserved land was made absolutely inalienable, and by the end of the nineteenth century, legislation had removed all restrictions on the alienation of Māori reserves.
- 2.132 The 18,000 acre Stoney river block that the Crown promised to the "loyal" Ngā Mahanga hapū of Taranaki Iwi in 1866 was granted in 1883. However, that part of the block lying within a seven-mile radius of the peak of Taranaki maunga was withheld and designated a Provincial Government Forest Reserve. Similarly, the Crown reduced the Opunake block promised to the Opunake hapū by approximately 7,000 acres around the mountain's peak, and by a further 1,400 acres that were retained for the Opunake township.
- 2.133 Within the 56,000 acre Parihaka block, the Crown issued grants for 21,482 acres of reserves to 590 people. These reserves were supposed to be large enough to support their residents, but provided for much less than the 50 acres per man, woman and child minimum specified in Section 24 of the Native Land Act of 1873. Most of the fertile 15,000 acre coastal section of the block was retained by the Crown, with only some urupa, small traditional cultivation sites and small fishing stations located at stream-mouths being reserved for Māori. Except for these reserves and other areas allocated for public reserves, the Crown sold the remainder of the block.
- 2.134 The Crown returned all reserves to Māori with conditions regarding their occupation and use. Under the West Coast Settlement Reserves Act 1881, they were placed under the administration of the Public Trustee, who was to act both for "the benefit of the natives" and "the promotion of settlement". This deprived Taranaki Iwi of control over lands that they had exercised for hundreds of years. The 1881 Act was strongly opposed by the Māori Members of Parliament and in a number of petitions.
- 2.135 Most of the land under the Public Trustee's administration was leased without the consent of the owners. The Act empowered the Public Trustee to allocate as much land to Māori owners as it thought necessary for their occupation, and to lease the balance to Europeans. The first leases granted imposed rents based on the improved value of the land, but these were later reduced to reflect the unimproved value of the land. In addition, rents were only reviewed at the end of each lease period. The Public Trustee retained ten per cent of all rents paid to cover the cost of administration, and also drew upon rents paid to cover the cost of constructing roads through the reserves and making other improvements. The result of these conditions was that the Māori beneficial owners received little or no rent. In protest, several followers of Te Whiti and Tohu refused to accept the rents at all.
- 2.136 After the Crown issued new regulations in 1883, reserves could be leased with a right of renewal in perpetuity. The West Coast Settlement Reserves Act 1881 was amended at least five times over the next ten years. The terms of leases were changed regularly during this time, invariably to the lessees' benefit. As a

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consequence of these changes, leasing regulations became increasingly inconsistent, and their legality uncertain.

- 2.137 In 1892, the laws governing the leasing of the Taranaki reserves were re-written as the West Coast Settlement Reserves Act. The Act transferred ownership of the reserves to the Public Trustee, to hold in trust for the Māori owners. The Act also empowered the Public Trustee to grant perpetually renewable leases, almost all of which went to European farmers on favourable terms. In contrast, Māori were generally only granted less-secure "licenses at will", which were terminable at short notice. The outcome of these measures was that most of the reserve lands that the Crown promised to Māori for their use and occupation during the nineteenth century were used and occupied by European farmers.

**The Parihaka Campaign Renewed**

- 2.138 In August 1884, the West Coast Peace Preservation 1882 Continuance Act, 1883 lapsed, and Te Whiti and Tohu were able to once again legally assemble people at Parihaka. After that date, large numbers of Māori gathered at Parihaka, where they formed processions that travelled throughout the Taranaki Iwi rohe and the wider Taranaki region. For the next two years, groups of up to 2,000 people traversed Taranaki to raise awareness about Māori land grievances.
- 2.139 In July 1886, Te Whiti re-instigated the ploughing campaign, and groups began to erect dwellings and occupy settler farms in central and southern Taranaki. On 18 July 1886, Tītokowaru and eight other Māori were arrested after an attempt to end their occupation of a farm at Manaia in southern Taranaki resulted in fighting between Māori and the police. Two days later, twenty-eight heavily armed members of the Crown's Armed Constabulary travelled to Parihaka and arrested Te Whiti in a pre-dawn raid. Te Whiti was initially charged with inciting unlawful acts, but on 22 July, this charge was changed to one of forcible entry, despite the fact that Te Whiti had not participated in the occupation. At their hearing before the New Plymouth Magistrate, Te Whiti, Tītokowaru and the other prisoners made it clear that their actions were "meant to be a protest against the confiscations of 1865." On 23 November, they were sent to Wellington to await Supreme Court trial. Ten weeks later, Te Whiti was convicted of forcible entry, riot and malicious injury to property, and sentenced to three months imprisonment and a £100 fine. The other prisoners were jailed in Wellington for a month and fined £20.
- 2.140 In late 1889, Te Whiti was again arrested following a disputed debt, and sentenced to three months in New Plymouth. While in prison, Te Whiti's wife Hikurangi fell ill, and died on 26 February 1890. Parihaka residents asked Crown officials to release Te Whiti, who had less than four weeks of his sentence remaining, so that he could attend her tangi, but the request was denied.
- 2.141 The people of Parihaka continued to protest the alienation of Māori lands. In 1897, many adherents resumed ploughing to protest the Public Trustee's control over the administration of Māori reserves. About 130 ploughmen were arrested and, after refusing to pay the ten shilling fine, were imprisoned for one year. The names of all of those arrested during the peaceful protests of 1879, 1880, 1886 and 1887-8, and during the invasion of Parihaka in November 1881, are listed in Annex 1 below.

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**Restoration, Alienation and Poverty**

- 2.142 From 1884, Māori from across Taranaki provided Parihaka with material assistance to enable its residents to carry out their mass processions around the region. Support continued after the marches ended, and Parihaka used the donated funds to build several large guest houses and meeting houses at Parihaka. The settlement's streets were paved, electric lighting, water and drainage systems were installed, and several shops and a Bank were established. The residents of Parihaka helped to sustain the community by labouring and running agricultural contracts throughout Taranaki that involved seed sowing, cropping and other skills developed during imprisonment. At the turn of the twentieth century, an observer described Parihaka as being "in line with the most advanced ideas of municipal improvement".
- 2.143 Both Te Whiti and Tohu died in 1907.
- 2.144 Over the first half of the twentieth century the Crown continued to promote legislation for the administration of the Māori reserves that, in most cases, operated for the benefit of those leasing the land. European farmers on twenty-one or thirty-year leases were given at least three opportunities by the Crown to convert their leases to perpetual ones, and most did. By 1912, Europeans held 138,510 of the remaining 193,966 acres of Taranaki reserve land under either thirty-year or perpetually-renewable leases, while Māori held only 24,800 acres under the less secure licences at will. A further 25,798 acres were held as "papakainga or commonages", which referred to communal land upon which Māori homes and settlements rested.
- 2.145 The West Coast Settlement Reserves Amendment Act 1913 enabled the Crown to buy land freehold from Māori owners wishing to sell, and to on-sell the land to lessees. In 1934, Māori won a Supreme Court case against further reductions in rent. Parliament then passed special legislation which effectively overturned the decision. The Māori Reserved Land Act 1955 continued the system of perpetual leases, and empowered the Māori Trustee to convert any outstanding fixed term leases to leases in perpetuity.
- 2.146 It is likely that the administration of the West Coast reserves by the Public Trustee and its succeeding bodies, the Native Trustee and the Māori Trustee, contributed to the gradual impoverishment of Taranaki Iwi during the late-nineteenth and early twentieth centuries.
- 2.147 Between 1890 and 1975, at least twelve major inquiries considered the administration of the leasing of Māori land. Several were highly critical. One of the earliest, the 1891 Rees-Carroll Commission, stated that "[t]he Maoris' rights were confiscated by one dash of the pen" and that "[i]t would be difficult to imagine a more flagrant case of legislative robbery." When considering the various Acts and Amendments passed up to 1912, the McArthur-Kerr Commission identified two main themes: that "every legislative measure has been in favour of the lessees" and that "on no occasion has the Native owner been consulted in reference to any fresh legislation".

**Land Development and Amalgamation**

- 2.148 Over time, the partitioning of reserves and their fragmentation through inheritance meant that many of the Taranaki Māori reserves were divided among large numbers of owners. This made it difficult for Māori to obtain the capital needed to make their

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- land economically productive. Charges for rates, surveying and weed control on Māori land therefore often went unpaid.
- 2.149 In the 1930s, Native Minister Apirana Ngata established Māori Land Development Schemes to amalgamate fragmented Māori land-holdings into economically viable farms and to provide Māori with some relief from outstanding charges. While the schemes aimed to have Māori landowners farming the consolidated lands, the Crown retained significant administrative control. The Crown charged the costs of development schemes against the land for which they were incurred, and many land blocks accumulated large amounts of debt.
- 2.150 Compared to many other areas of New Zealand, Taranaki had relatively few development schemes, due to the scarcity of Māori-held land not already utilised by Pākehā farmers under perpetual leases. Most schemes involved only one or two farms. The first Taranaki scheme was established in Opunake in 1937. In the Ngāti Tuhekerangi Scheme in the Taranaki Iwi rohe, the only debts associated with the land prior to its entry into the scheme were unpaid rates. When the land was returned to Māori, the debt was greater than the Government valuation. The debts associated with the Rahotū Development Scheme in the Parihaka block also exceeded the value of the land. By 1970, the level of debt for this scheme was such that the Board of Māori Affairs stopped charging interest on the debts as the highest available rental was insufficient to cover interest costs. The block's owners criticised the Māori Affairs Department's administration, which appeared to involve significant over-expenditure on items such as fencing and sowing grass. Heavily encumbered with debt, the owners then sold the land.
- 2.151 The Parihaka Development Scheme was created during the early 1950s, after the local Council applied to bring several sections around Parihaka under the administration of the Māori Trustee. The Council argued that this assumption of control was necessitated by accumulating unpaid rates and the presence of noxious weeds that posed a threat to surrounding farms. By 1954, the Parihaka Development Scheme comprised 1,600 acres, and included the site of the Parihaka pā. Stock was grazed on the pā, causing significant distress to residents. By 1972, the Parihaka Development Scheme carried debt of \$223,000 on land valued at \$274,000. In 1986, the land was released back to the Māori owners with an associated debt of \$250,000.
- 2.152 In 1963, the Maori Trustee applied to the Māori Land Court to amalgamate all Taranaki reserves remaining under lease into a single title, in order to simplify their administration. This led to the creation of the Parininihi ki Waitotara Reserve, which brought together 71,640 acres of land beneficially owned by 4,491 people under 496 separate leases. Together, these leases generated annual revenues of £41,000.
- 2.153 This action effectively conferred upon all beneficial owners shares in every Taranaki reserve. It also ended any direct relationship between owners and a particular piece of land, thereby severing the relationship between Taranaki Māori and their traditional lands that underpinned their whakapapa. As part of the amalgamation process, 5,830 shares worth less than \$20 each, belonging to 1,662 people, were vested in the ownership of the Taranaki Māori Trust Board, which held the income generated from these shares in a Taranaki education trust.
- 2.154 In 1967, the Māori Affairs Amendment Act enabled the Māori Trustee to sell the interests of willing Māori sellers to the lease-holders, providing that the interests of Māori sellers exceeded \$50 in value. Over the following six years, 16,325 acres were

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sold out of the amalgamated title. This represented almost a quarter of the reserves that had remained under Māori ownership in Taranaki in 1948. By 1974, approximately eighty-nine per cent of the reserves originally vested in the Public Trustee in Taranaki had passed from Māori ownership. Some of the remaining land was taken up by marae, urupa or scenic reserves.

- 2.155 After the passing of the Māori Affairs Amendment Act 1967, some Māori owners began a campaign to secure for owners the right to administer the Taranaki reserves themselves. In 1974, pressure from Māori led to the establishment of a Commission of Inquiry into Māori Reserved land (the Sheehan Commission). The Sheehan Commission was highly critical of the leasing regime. It concluded that the Māori beneficial owners "are treated like children or persons under disability." In its 1975 report, the Commission recommended a move to 5-yearly rent reviews, the indexation of rentals, and for rents to be negotiated between lessee and lessor. The Crown did not take steps to implement the Commission's proposals, except the one recommending that administration of the reserves should pass to an incorporated body of owners.
- 2.156 To this end, the Parininihi-ki-Waitotara Incorporation was established in 1976 to take over the management of the 55,137 acres of leased Māori reserves remaining in Taranaki. Today, less than five per cent of the reserved land in Taranaki is owned by Māori people as Māori freehold land.

**The Pursuit of Justice**

- 2.157 The following ngeri records the sense of grievance carried by iwi of Taranaki. It was performed at the time of the Sim Commission hearings into those grievances.

*Ko Waitara, Ko Waitara  
Ko te rā tēnei i mate ai te whenua,  
I mate ai te tangata  
Ka pēwheia tātou e te iwi?  
Kua hiwia reretia nei te whenua i raro i o tātou kumu  
Ka torōna kētia ki runga ki te mounga teitei - auē pākia*

*I te mea kua huakina nei  
kāhore he tangata māna e tūtaki,  
I te mea kua tūtakina nei  
Kāhore he tangata māna e huaki,  
Ka huakina, ka huakina  
Ka tohungia e au he tangata mō te ao  
He ruru rānei, e koia tēnā  
He ngeru rānei, e koia tēnā  
He ngārara rānei, e koia tēnā, e koia tēnā, e koia tēnā*

*Waitara, Waitara  
This was the day the land was lost  
And people were killed  
What should become of us?  
Our lands have been wrenching from beneath our very seat  
Cast upon the lofty mountain, I exclaim*

**TARANAKI IWI DEED OF SETTLEMENT**

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**2. HISTORICAL ACCOUNT**

*Because it has been opened  
There is no one who is able to close it  
Because it has been closed  
There is no one who will be able to reopen it  
It will be opened, it will be opened  
I will appoint someone to put forward our case  
If it is an owl, so be it  
If it is a cat, so be it  
If it is a lizard, that will do, so be it, so be it.*

- 2.158 In 1926, after more than sixty years of sustained criticism, petitions, and deputations by Māori, including Taranaki Iwi, the Crown established the Sim Commission to investigate the confiscations carried out under the New Zealand Settlements Act 1863 and subsequent legislation. However, the Commission's terms of reference were limited. It could not consider the lawfulness of the confiscations, but only whether the confiscations exceeded what was "fair and just". Nor could it assess the confiscations in terms of the Treaty of Waitangi, on the grounds that Māori "who denied the Sovereignty of Her Majesty and repudiated her authority" could not also "claim the benefit of the provisions of the Treaty of Waitangi". The Commission was empowered to consider whether reserves created for Māori were adequate for their support and maintenance, and could recommend compensation, based on the value of the land at the time of confiscation, if those confiscations were found to be "excessive".
- 2.159 With regard to the outbreak of war that led to the confiscations, the Sim Commission concluded that the Crown was not entitled to purchase the Pekapeka block without the consent of Wiremu Kingi and his people, and that the Crown's announcement that military operations were about to be undertaken against Wiremu Kingi's people in 1860 was made "before they had engaged in rebellion of any kind", and that in those circumstances they "had no alternative but to fight in their own self-defence". It found that "the occupation of Tataraimaka in the Taranaki Iwi rohe [in 1863] was, in the circumstances, a declaration of war against the Natives", and that war could have been avoided if the Waitara purchase had been abandoned before the occupation of Tataraimaka. The Commission stated that both the First and Second Taranaki wars arose from the Waitara purchase.
- 2.160 For these reasons, the Commission argued that while those Māori who fought in the Second Taranaki war "were engaged in rebellion within the meaning of the New Zealand Settlements Act 1863 ... they ought not to have been punished by the confiscation of any of their lands."
- 2.161 The Sim Commission noted that assessing the value of the land at the time of the confiscations was "difficult, if not impossible", but recommended that the Crown should make annual reparations of £5,000 to be administered by a Board for the benefit of those Taranaki Māori whose lands had been confiscated. The Commission also recommended a single payment of £300 in acknowledgement of "the wrong that was done to the Natives at Parihaka", including the destruction of crops and the looting of residents' property.
- 2.162 These compensation provisions were not discussed with the iwi concerned, and iwi never accepted that they were adequate. In 1930 and 1931, financial pressures and administrative confusion resulted in only £2,000 of the £5,000 annual payment being made. The balance was never paid. Between 1932 and 1935, the Taranaki Trust

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**2. HISTORICAL ACCOUNT**

Board that administered the compensation payments voluntarily accepted payments which, taken together, were £1,000 less than the amount owed. Payments were delivered in irregular sums and at irregular intervals each year until the Taranaki Māori Claims Settlement Act of 1944 provided for a regular annual £5,000 payment to the Taranaki Māori Trust Board. The 1944 Act also provided for the £300 Parihaka reparation to be paid, seventeen years after the Sim Commission first recommended it.

- 2.163 The preamble to the Taranaki Maori Claims Settlement Act 1944 stated that Māori "have agreed to accept the provisions hereinafter appearing ... in full settlement and discharge of the aforesaid claims" relating to the confiscations and to Parihaka. However, there is no evidence that Taranaki Māori agreed that these payments represented full settlement of their grievances. Payments were not inflation indexed, and remained at the level set by the Sim Commission until 1978. They continue to be a source of grievance for Taranaki Iwi.

**Environmental Resources**

- 2.164 Taranaki Iwi hold that they have always been a part of the environment. This relationship, evolved over many generations of occupation, was expressed through a range of social, cultural and economic practices.
- 2.165 The massive loss of Taranaki Iwi lands arising from various Crown actions and omissions during the nineteenth and twentieth centuries impacted all aspects of Taranaki Iwi life. Taranaki Iwi have been unable to exercise mana and kaitiakitanga (inherited rights and responsibilities) over an environment they no longer own or controlled. Their greatly reduced access to traditional waterways, to food gathering areas, and to sites of significance for ceremonial purposes or for the collection of rongoa (medicine) damaged the social, cultural, economic and political fabric of Taranaki Iwi society.
- 2.166 Together, the degradation of the environment through deforestation, the siltation of rivers, the drainage of significant swamps and wetland areas, intensive agriculture, mineral extraction, and the introduction of exotic plant, animal and fish species has contributed to the loss or displacement of indigenous flora and fauna, along with the knowledge systems of institutions such as rongoa (traditional Māori medicine), raranga and whatu (traditional weaving), mahi kai (traditional food gathering, preparation and preservation) and the rituals and art forms associated with their growth, maintenance and application.

**The Decline of Te Reo Māori and Te Reo Taranaki**

- 2.167 For Taranaki Iwi, te reo Māori represents the path to understanding Māori culture and Māori values. Further, the distinctive nature of Te reo o Taranaki forms an intrinsic and living part of Taranaki Iwi identity.
- 2.168 Traditionally, Te reo o Taranaki was the primary language used within Taranaki Iwi communities and between other iwi and hapū of Taranaki. Over time, colonisation eroded the traditional cultural value systems and the unique language that underpinned the Taranaki Iwi world view. Later, the Crown's policies further prioritised European values, cultural practices, and language.

**TARANAKI IWI DEED OF SETTLEMENT**

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**2. HISTORICAL ACCOUNT**

- 2.169 In the Taranaki Iwi rohe, many geographical features including streets, towns and Taranaki maunga itself were renamed after prominent European politicians and military figures, some of whom had been directly involved in the Taranaki wars, the confiscation of Taranaki Iwi lands, or the invasion of Parihaka.
- 2.170 Taranaki Iwi have attempted to protect te reo Māori by participating in protest groups such as Ngā Tamatoa, supporting the Māori Language petition to Parliament in 1972, and by contributing to the 1985 te reo Māori claim to the Waitangi Tribunal. They have also sought to restore the language in their rohe through initiatives including Kōhangā reo, Te Ataarangi, Kura Kaupapa Māori, Wānanga, Te Korimako o Taranaki (a radio station) and Te Reo o Taranaki Trust. In 2006, approximately 27 per cent of Taranaki Iwi members could hold a basic conversation in te reo Māori. Today, very few Taranaki Iwi members can hold a basic conversation in Te reo o Taranaki.

**Taranaki Iwi Today**

- 2.171 Prior to 1860, Taranaki Iwi was an autonomous and self-governing confederation of hapū with strong relationships with neighbouring iwi and hapū groups. However, many hapū are no longer the thriving communities that they were in the past, and many now maintain their identity through affiliation to whānau, pā, and Marae. Current Taranaki Iwi Marae are Ōkorotua / Ōākura, Tarawainuku / Pūniho, Te Pōtaka, Ōrimupiko and Parihaka Kainga.
- 2.172 The massive loss of Taranaki Iwi lands arising from various Crown actions and omissions during the nineteenth and twentieth centuries has negatively impacted many areas of Taranaki Iwi life, and has limited the ability of Taranaki Iwi people to participate and engage in society on equal terms with many other New Zealanders. Taranaki Iwi have struggled to develop a strong economic base, and have suffered from the effects of poverty, poor housing and degraded physical and spiritual health. The unemployment rate among Taranaki Iwi people is more than double the national average, and only a quarter of all people who identified themselves as Taranaki Iwi lived in the Taranaki region. The proportion of Taranaki Iwi people without any formal qualifications is significantly higher than the national average.
- 2.173 Despite these poor socio-economic outcomes, Taranaki Iwi have proved resilient. A high proportion of Taranaki Iwi people are young, the proportion of Taranaki Iwi people with formal qualifications is increasing, and the rate of unemployment among Taranaki Iwi people is decreasing. Taranaki Iwi have contributed to a number of programmes to revitalise te reo o Taranaki.
- 2.174 For Taranaki Iwi, the legacy of Parihaka is complex. It is a source of historical grievance and a reminder of contemporary deprivation, a symbol of hope, and an inspiration for their pursuit of empowerment, self-sustainability and autonomy. Parihaka has become a prominent international symbol of non-violent action against injustice and its leaders are now recognised as founding figures in the development of non-violent protest. The story and symbolism of Parihaka has also inspired a rich artistic legacy of writing, music, paintings and performances.
- 2.175 Parihaka today is a small settlement of modest buildings and homes with a permanent population of about forty people and three active Marae: Takitūtū (Te Paepae), Toroanui and Parāhuka (Te Niho o Te Ātiawa). Parihaka continues to be a meeting place of the peoples of Te Whiti o Rongomai and Tohu Kākahi. This includes the observance of Ngā Rā Karanga, the 18<sup>th</sup> and 19<sup>th</sup> of every month of the

**TARANAKI IWİ DEED OF SETTLEMENT**

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**2. HISTORICAL ACCOUNT**

year and the annual commemoration of Te Pāhua (plunder) held on the 7<sup>th</sup> of November. These days preserve the Parihaka legacy by providing an opportunity for people to celebrate and acknowledge the work of Te Whiti and Tohu, and a forum where important matters can be discussed. These days also provide an opportunity for regional, national and international visitors to attend and experience Parihaka, its history and its community.

- 2.176 For Taranaki Iwi, there is hope that the legacy of Parihaka and its principles will be maintained into the future. The following whakawai, recorded by the Parihaka leaders in the twentieth century, foresees the restoration of autonomy, empowerment, and hope for a better future:

*Nāu te pāhua tuatahi, māku te pāhua whakamutunga*

*Yours was the first plunder, but final response will be mine*

**Annex 1: Māori men and boys arrested for ploughing or fencing in Taranaki during 1879 and 1880**

The following lists are based on nineteenth century sources that may not have captured all names accurately. Some alternative spellings and aliases in square brackets reflect Taranaki Iwi understanding of the correct spelling. Not all of the prisoners listed affiliated to Taranaki Iwi.

**Ploughmen, arrested between 30 June and 31 July 1879**

The names of three of the 182 ploughmen arrested were not recorded.

Etoko [Toko]	Waitikini [Wi	Harawira
Te Ara	Watikini]	[Harawira Tutaki]
Te Ngongo [Te	Pirika [Pirika Te	Peina Tame [Te
Ngoungou]	Rangipuahoaho,	Peina]
Te Rahu [Te	Pirika Pani]	Te Whao
Raho, Te Raku]	Hare Te Paea	Arahata [Arapata
Ruaroa	[Hare Te Paia]	Haku]
Makora [Makaora]	Tamaarere	Te Whare [Te
Tukino	[Tamarere]	Wharemate]
E taraka [Hetaraka	Tiemi [Hemi	Pitiroi [Pitiroi
Riha]	Hohepa]	Paekaha]
Nga Hape	Winara Wi Parata	Matiu [Matiu
[Ngahape]	Wekipiri [Wekipiri	Ngahina]
Te Here	Raniera]	Niu Tirenī
Pere [Pene Muhu]	Rakaherea	Tapuke (Niu
Toroa	Te Koti [Te Kooti]	Tirenī)
Himiona [Himiona	Wi Parirau	Keremineta
Te Toko]	[Wiremu Nera]	[[Keremeneta Te
Te Kaioroto	Tahana [Tahana	Rehu, Te
Hatarei	Kawhe]	Rehumarangai]
Te Ratapu [Te	Kima [Kima Peta]	Wi Tapihana
Ratupu]	Tamati Awhikaihi	[Tapihana
Te Kaka	[Tamati Waiti]	Rawhiwhi]
Roiri [Roiri Te	Rangi Tupoki	Rangiira [Rangiura
Rangpuahoaho]	Heta [Heta Namu]	Puneho]
		Titore

**TARANAKI IWI DEED OF SETTLEMENT**

**2. HISTORICAL ACCOUNT**

Wi Pukere	Ngamari	Toroa
Kawe [Kawe Wi	[Ngamare]	Ratari
Tamihana]	Matakatea	Tira
Koromiko	Renau	Tupoki
Tiaki [Taikino	Takuta	Pene
Whanganui]	Taiapa	Karira
Tamiti/ Kawae Wi	Rangihaeata [Te	Watene
Taimiha	Rangihaeata]	Hare
Mare	Ngāwera	Turanga [Tarunga]
Ngaone	Tamanohomai	Tuainini
Rangimuia	Huiroa	[Tuainane]
Taketake	Hunanga	John Hough
Tamati Kuku	Taurua	Moroki
Te Ihitua	Warihi	Tuhangihangi
Te Ika Ruka	Uira	[Tamahuki]
Te Iki	Te Wiwina [Te	Wi Paraone
Te Matoe	Wiwini]	Aramana [Arama]
Te Ranui	Eruera	Tamati Whanganui
Te Wiki	[Patara]Patara	Hone Kipa
Huarakerake	Hori Rora	Perere Titou
Heumatua	Tahana Murihahi	Tihirua
Hihi	[Tamati Muraahi]	Wi Putu
Kaihe	Tohia Warena	Te Wera [Te
Kingi Horomona	Pitama	Ware]
Kurawhero	Ngataru [Ngarua]	Tamati Haware
Maha	Ngaia	[Tamati Hawea]
Mitiwai	Ngamu	Rangi
Pakeke	Te Wiwini	[Rangiwahitu]
Pomaha	[Mokena Te	Hone Puru
Porere	Wiwini]	Te Morere
Rameka	Tohiariki	Tare Wakarere
Rangiao	E Ruka [Ruka, Wi	[Tare Warahi, Tare
Taihuru	Ruka]	Wakawe]
Takutua	Ko Kere [Ko Kire]	Tuhora [Tuhoro]
Tamoho	Teieti Hoera	Rangapano
Te Kahupukoro	Te Iwi	[Rangipoara,
Te Manu	Rome [Roma]	Rangipoura]
Te Raikaho	Porana	E Tiu [Tiu]
Tohe	Tonganui	Te Rangihikoia
Tukahu	[Tongarawa]	Ko Kere
Tutahi	Tamihana	Tukirikau
Tutaione	[Tamihana Te	Ko Hira
Watakaraka	Karu]	[Hira Tomo,
Whakawiria	Whare punga	Rangihiramai]
[Whakawhiria]	[Whareponga]	Hikorangi
Wharekakaho	Hami [Hami Teira]	[Ihorangi,
Wiremu Hone	Paora [Paora	Hokorangi]
Wiremu Rapihana	Rererangi]	Hone Kiritahanga
Toto	Huhi Paura [Ahi	Te Heka
Te Hama [Te	Paora]	Matawhero [Te
Hana]	Hone Hakaraia	Ikamatawhero]
Rangi	Tamahoki	Te Matau Howiti
Ikaroa	[Tamahuki]	[Te Matau-o-whiti]

**TARANAKI IWI DEED OF SETTLEMENT**

**2. HISTORICAL ACCOUNT**

Te Keha	Kiringaua	Teratui [Teretui],
Pererangi	Ngatiri [Te Ngohi]	Terotui]
[Rererangi]	Tuitui [Tuitiu]	Ngarau
Totara [Ko Tataru]	Rerekopua	Tokotaua

**Ko te Taiepa: Arrested between 19 July and 5 September 1880**

The names of eight of the 223 fencers arrested were not recorded.

Te Whetu	Renau	Riuroa
Tokorau	Takarangi	Manu
Te Pere	Hata Rio	Te Kepa
Hone Te Ohoki	Wainui	Hokopawia
Matangi Ruhau	Rangipurena	Rangawhenua
Te Hano [Te Hone]	Te Oti	Te Oro
Te Rawha	Koti [Roti]	Ngahina
Te Mihana [Te Mahana]	Wharawharanui	Pene
Te Tawa	Te Kau	Te Ororie
Hawe	Hoko	Whakahī
Wharematua	Tarawau	Te Kura
Ruhu [Kuhu]	Hohipa	Te Ngai
Toko Teua	Rangiurua	Te Potaka
[Totohua,Tokotaua]	Te Whenuanui	Te Matau
Te Rangi	Kapoona Te Karangi	Nelson Rangi
Te Koti	Tini	Ko Miru
Auturoa	Wi Hohaia	Ti Ngaruru
Wiremu Pakau	Raka	[Te Ngaruru]
Ko Repi	Rewiri Kingi	Ka Aae
Taipa	Rangitupoki	Ti arakoe [Te Arakore]
Te Aka	Tuarua	Timaeti
Taione [Taiore]	Karoro	Taturi
Te Rimana	Mohi Te Ru	Tuiripo
Te One	Te Waoriki	Wahai
Ru [Rea]	Te Moanaroa	Katene
Honga	Rahiri	Pokai
Tauhunga	Taiteariki	Ngaware
Te Potai	Ko Te Maata	Henare Tahana
Te Moretua [Te Moretoa]	Hau te Ki	Hautiki
Paora	Kurungia	Hoia
Whakaaha	Tainui	Rakautahi
Rangiurakia [Te Rangiurahia]	Rangiwhahia	Rangoroa
Hame [Hami]	Para	Kama
Teoti Paetaha	Te Nono	Hata
Pikikore	Taniora auaru	Hore
Wi Korowhititi	Wiroa	Whareorauru
Kawe	Heme	Awhetu [Awhitu]
Whareangi	Taotao	Rangipika [Rangipaka]
Koropangaiti	Taratuterangi	Tomai
Te Haha	Wairau	Apihai
Pohukura	Pokaiatua	Takutai
	Tupatea	Tamati
	Hera Pirika [Hira	Whakaupa
	Pirika]	Matutahi

**TARANAKI IWI DEED OF SETTLEMENT**

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**2. HISTORICAL ACCOUNT**

Hoka	Hauauru
Ngapa	Rongomai
Te Wea [Te Moa, Te Waa]	Pakaru
Miha [Niha]	Ongaio [Ngaoi]
Rangihina	Taraho
Komou?	Kahui [Te Kahui]
Mokopurangi	Kararehe]
Te Kina	Whareaitu
Tarawa	Tatu (1)
Pukutei	Remana
Kauakura	Kakua [Kukua]
Tuwhakararo	Tatu (2)
Ngatai	Takaia
Tana	Tu te ratapu
Meha	Rangipungi
Hauau	Tu te Rangiwaina [Tete Raniwaina]
Toherangi	Whatitiri
Waru	Heremia
Mitara	Rangiounuku [Te Rangihoronuku]
Poke	Hauhenua
Te Awhi	Te Pua
Te Rama	Te Oneone
Marehua	Piki Maunga
Pikomai	Hape
Tupuki	Hori
Paraone	Piko
Parapara	Hone Te Ako
Ariki (1)	Poue [Piawe]
Rameka	Kaipawa
Hakaraia	Nekeatu
Te One	Kupe
Ariki (2)	Takahi
Te Iwinui	Maimaia
Whaia	Karena
Akatohe	Ropata
Ni wia [Niwa]	Te Wehi
Hokotuna	Rangi
Piripi	Puhiaiti
Te Kahu	
Te Pakaru	
Te Whai	
Pita [Peta]	
Puputiki	
Rangawhetu	
Te Aoawe	
Te Waka	
Te Rahu	
Motunui	
Kahakura	
Hone	
Korau	
Wi Ari Ngapaiaka	

**TARANAKI IWİ DEED OF SETTLEMENT**

**2. HISTORICAL ACCOUNT**

**Arrested during the Invasion of Parihaka, 5 November 1881**

Te Whiti o Rongomai  
Hiroki

Tohu Kākahi  
Te Rangipūahoaho [Roiri Rangipūahoaho]

**Tupuna arrested in 1886**

Te Whiti o Rongomai  
Ngahina [Ngahine]  
Kahu [Kahupukoro]  
Rangihaeta [Rangihaeata]  
Aka [Te Aka]

Akeake [Akiaki Omahuru]  
Iti [Koropangaiti]  
Koku [Te Kuku]  
Iki [Te Iki]  
Titokowaru

Te Whiti  
Ngahina [Ngahine]  
Kahu [Kahupukoro]  
Rangihaeta  
[Rangihaeata]  
Aka Te Aka  
Akeake, [Akiaki  
Omahuru]  
Iti [Koropangaiti]  
Koku [Te Kuku]  
Iki [Te Iki]  
Titokowaru  
Tamakaha  
Piripi Tuteuruoho  
Hinga Taupoki  
Mere Makawa  
[Ngakawe]  
Wiremu Kingi  
Namu  
Teieti Hoera  
Rangi Arararu  
Takutai Takutahe  
Paratene Nikorima  
Wharemaru  
Charles Brown  
Tawhaki [Tawake]  
Manutongatea  
Tohepakanga  
Te Ati Awa  
Raho Hawe  
Tene Teieti  
Tunga Paekawa  
Rawiri Waiaua  
Tapapa

Ruamahutonga  
Kiri  
Ngakawa  
Kupe  
Matewhitu  
Wiremu Tomana  
Te Hihi  
Matengaro  
Rangi  
Tihi  
Whatupaki  
Paki  
Kara  
Kima  
Tamihana  
Heta  
Wharemate  
Rapi  
Piripi Te Aho  
Tutewiniwini  
Rona Minarapa  
Paki  
Tainui  
Rangi Watson  
Pue  
Patukawenga  
Apihai  
Rangitawa  
[Rangitaura]  
Tame Rangi  
Kaho Te Tihi  
Te Awahi  
Keri [Kiri]  
Te Ikatere [Tieke]

Te Kapinga  
Takarangi  
Parata Kimanu  
[Kimano]  
Jack Tohe  
Hakopa Ngaupaka  
Te Hari  
Tautara  
Kahu Kare  
Te Tupe  
Rawhi Tapihana  
Tawahu  
Manuka  
Paopaokirangi  
Tawhi  
Tuanini  
Tumounga  
Houtoro  
Kope  
Raniera  
Te Ahi  
Mano  
Kaitapapa  
Putaka  
Jack Kipa [John  
Skipper]  
Te Wao nui o Tane  
Motunui  
Tupapa  
Nanora Nauore  
Mekameka  
Matina Matina  
Tahana

**TARANAKI IWİ DEED OF SETTLEMENT**

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**2: HISTORICAL ACCOUNT**

Te Teira [Enia Taylor]	Pokai Iwi	Mura [Muru] Henri Tata [Henare Tarata]
Mahau	Kiko	Hohaia
Whatitiri	Tohia	Hone Pihama
Manu	Kete [Keteionui]	Ihaia Ngakirikiri
Maha	Matai	Mohi Parai
Taiamai	Kete	Ru
Etu	Harapa	Pohe Tito
Taeke [Te Ike]	Puhi	Ngarangi Niwa
Riki	Mare	

### **3 ACKNOWLEDGEMENT AND APOLOGY**

#### **ACKNOWLEDGEMENT**

- 3.1 The Crown acknowledges that recognition of the historical grievances of Taranaki Iwi is long overdue. The Crown hereby recognises the legitimacy of the historical grievances of Taranaki Iwi and makes the following acknowledgements.
- 3.2 The Crown acknowledges that prior to 1860, Taranaki Iwi were participating successfully in the trading economy and retained control over the majority of their customary lands and resources while engaging with te ao hou (the new world).
- 3.3 The Crown acknowledges that:
  - 3.3.1 the cumulative effect of the Crown's actions in purchasing land in Taranaki created tensions that led to the outbreak of war between the Crown and Māori in 1860;
  - 3.3.2 Taranaki Iwi suffered the destruction of their homes, property and cultivations as a result of Crown actions during the wars, which included the shelling of a number of coastal Taranaki Iwi kainga and the use of "scorched earth" tactics in the Taranaki Iwi rohe during the second Taranaki War;
  - 3.3.3 the Crown built military fortifications on Taranaki Iwi land;
  - 3.3.4 Taranaki Iwi suffered loss of life and severe hardship during the Taranaki wars; and
  - 3.3.5 the Taranaki wars constituted an injustice and were in breach of the Treaty of Waitangi and its principles.
- 3.4 The Crown acknowledges that in 1866 it forced Taranaki Iwi rangatira including Wiremu Kingi Matakataea and Te Ua Haumene to swear oaths of allegiance to the Crown, and then detained Te Ua for four months in an attempt to undermine his mana and reduce the influence of the Paimarie movement.
- 3.5 The Crown acknowledges that:
  - 3.5.1 Taranaki Iwi as a whole were not in rebellion, and the Crown unfairly treated them as being in rebellion when it proclaimed all of their land confiscated in 1865;
  - 3.5.2 the confiscations had a devastating effect on the mana, welfare, economy, culture and social development of Taranaki Iwi;
  - 3.5.3 as a result of the confiscations, many Taranaki Iwi were displaced and deprived of access to their wāhi tapu and sites of ancestral significance, traditional sources of food and other resources on that land; and
  - 3.5.4 the confiscations were indiscriminate in extent and application, wrongful and unjust, and were in breach of the Treaty of Waitangi and its principles.

**TARANAKI IWİ DEED OF SETTLEMENT**

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**3. ACKNOWLEDGEMENT AND APOLOGY**

3.6 The Crown acknowledges that the prejudicial effects of the war and confiscations were compounded by the inadequacies in the compensation process, including:

- 3.6.1 the allocation of confiscated land to military settlers in the Taranaki Iwi rohe before the Compensation Court began its hearings;
- 3.6.2 the Compensation Court making its awards to Taranaki Iwi individuals rather than to iwi or hapū, which was not consistent with customary land tenure. This system was imposed on Taranaki Iwi and their views were not sought; and
- 3.6.3 the failure to fulfil promises to return land to Taranaki Iwi for over fifteen years.

3.7 The Crown acknowledges that:

- 3.7.1 its failure to return lands in a timely manner caused uncertainty and distress for Taranaki Iwi about where they were to live; and
- 3.7.2 it compounded this confusion by making *takoha* payments to Taranaki Māori which involved no proper investigation of Māori customary rights, and no clear definition of the land supposedly being secured.

3.8 The Crown acknowledges that:

- 3.8.1 the residents and leaders of Parihaka sought to establish and maintain an autonomous community on their own land, while promoting peaceful engagement between Taranaki Māori and Pākehā; and
- 3.8.2 it came to view the influence of Parihaka and its leaders as a challenge to the authority of the Crown, and its ability to extend European settlement in Taranaki.

3.9 The Crown acknowledges that:

- 3.9.1 it imprisoned members of Taranaki Iwi and other Māori of Taranaki for their participation in the peaceful resistance campaign initiated at Parihaka in 1879 and 1880;
- 3.9.2 legislation was enacted which “suspended the ordinary course of law”, and as a result most prisoners, including many Taranaki Iwi people, were detained without trial;
- 3.9.3 the detention of those prisoners without trial for an unreasonably lengthy period assumed the character of indefinite detention;
- 3.9.4 the imprisonment of 405 men of Taranaki Iwi and other iwi in South Island gaols for political reasons inflicted unwarranted hardships on them and on members of their whānau and hapū, including the women who sustained Parihaka in their absence; and
- 3.9.5 the treatment of these political prisoners:
  - (a) was wrongful, a breach of natural justice, and deprived them of basic human rights; and

**TARANAKI IWI DEED OF SETTLEMENT**

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**3. ACKNOWLEDGEMENT AND APOLOGY**

- (b) was a breach of the Treaty of Waitangi and its principles.

3.10 The Crown acknowledges that:

- 3.10.1 it inflicted serious damage on Parihaka and assaulted the human rights of the people residing there during its invasion and subsequent occupation of the settlement;
- 3.10.2 it forcibly removed many inhabitants, destroyed and desecrated their homes and sacred buildings, stole heirlooms, systematically destroyed large cultivations and livestock;
- 3.10.3 it arrested and detained Te Whiti o Rongomai and Tohu Kākahi without trial for sixteen months in the South Island;
- 3.10.4 it imposed a system of passes to regulate entry into Parihaka;
- 3.10.5 its actions were a complete denial of the Māori right to develop and sustain autonomous communities in a peaceful manner, and had a devastating and enduring effect on the mana, social structure and well-being of Taranaki Iwi; and
- 3.10.6 its treatment of Taranaki Iwi people at Parihaka was unconscionable and unjust, and that these actions constituted a breach of the Treaty of Waitangi and its principles.

3.11 The Crown acknowledges that:

- 3.11.1 the West Coast Commissions were inadequate in their scope and therefore did not fully address the injustices perpetrated by the confiscations;
- 3.11.2 the reserves created for Taranaki Iwi by the second West Coast Commission in the 1880s were:
- (a) virtually all returned under non-customary individualised title;
  - (b) in some cases smaller than those areas promised by the Crown to Taranaki Iwi in the 1860s; and
- 3.11.3 the Crown's actions with respect to the West Coast Settlement Reserves, considered cumulatively, (including the imposition of a regime of perpetually renewable leases and the sale of large quantities of Taranaki Iwi land by the Public and Māori Trustee):
- (a) ultimately deprived Taranaki Iwi of the control and ownership of the lands reserved for them in Taranaki;
  - (b) contributed to the impoverishment of Taranaki Iwi; and
  - (c) were in breach of the Treaty of Waitangi and its principles.

**TARANAKI IWI DEED OF SETTLEMENT**

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**3. ACKNOWLEDGEMENT AND APOLOGY**

- 3.12 The Crown recognises the efforts and struggles of Taranaki Iwi in pursuit of their claims for redress and compensation against the Crown for 140 years. The Crown further acknowledges that:
- 3.12.1 despite numerous petitions and protests about the confiscation it was not until 1926 that a commission (the Sim Commission) was established to investigate the confiscations;
- 3.12.2 the Sim Commission could not consider the lawfulness of the confiscations or assess them in terms of the Treaty of Waitangi; and
- 3.12.3 the payments made under the Taranaki Māori Claims Settlements Act 1944 did not sufficiently address the grievances of Taranaki Iwi.
- 3.13 The Crown acknowledges that its efforts to deal with the grievances of Taranaki Iwi in the twentieth century failed to do so in an appropriate way.
- 3.14 The Crown acknowledges that the lands and other resources confiscated from Taranaki Iwi have made a significant contribution to the wealth and development of New Zealand.
- 3.15 The Crown acknowledges that its breaches of the Treaty of Waitangi and its principles during the nineteenth and twentieth centuries have together significantly undermined the traditional systems of authority and economic capacity of Taranaki Iwi, and the physical, cultural and spiritual wellbeing of its people. The Crown acknowledges that it has failed to protect the rangatiratanga of Taranaki Iwi, in breach of its obligations under Article Two of the Treaty of Waitangi.

**APOLOGY**

- 3.16 The Crown offers the following long overdue apology to the tūpuna, to ngā uri o Taranaki Iwi, to the hapū and the whānau of Taranaki Iwi.
- 3.17 The Crown unreservedly apologises for its failure to honour its obligations to Taranaki Iwi under Te Tiriti o Waitangi / the Treaty of Waitangi, and for failing to give appropriate respect to the mana and rangatiratanga of Taranaki Iwi.
- 3.18 The Crown deeply regrets its actions that led to the outbreak of war in Taranaki, and the lasting impact those wars have had on its relationship with Taranaki Iwi. The Crown unreservedly apologises for the many injustices carried out against Taranaki Iwi during those wars, including the shelling of settlements and the use of scorched earth tactics, and for the severe distress, hardship and death that those actions caused.
- 3.19 The Crown is deeply sorry for the immense prejudice it caused by confiscating the land that had supported Taranaki Iwi for centuries. The raupatu was indiscriminate, unjust, and unconscionable. The Crown deeply regrets the serious damage that the raupatu and its subsequent actions with respect to your remaining lands has caused to the social structure, economy, welfare and development of Taranaki Iwi. The Crown deeply regrets the actions it took to suspend the ordinary course of law and imprison Taranaki Iwi people without trial for participating in campaigns of non-violent resistance. The Crown sincerely apologises to those tupuna who it imprisoned far from their homes for political reasons, to the whanau who grieved and struggled to survive in the absence of their loved ones, to their uri, and to Taranaki Iwi.

**TARANAKI IWİ DEED OF SETTLEMENT**

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**3. ACKNOWLEDGEMENT AND APOLOGY**

- 3.20 The Crown unreservedly apologises to Taranaki Iwi, and to the people of Parihaka past and present, for its unconscionable actions at Parihaka; for invading their settlement, for systematically dismantling their community, for destroying their ability to sustain themselves, and for assaulting their human rights. The Crown deeply regrets the immense and enduring harm that these actions caused to Parihaka and its people. Over several generations, the Crown's breaches of Te Tiriti o Waitangi / the Treaty of Waitangi have undermined your leadership and your communities, your ability to exercise long-held rights and responsibilities, and your ability to maintain your cultural and spiritual heritage, your language, and your Taranakitanga.
- 3.21 Through this settlement and this apology, the Crown hopes to ease the heavy burden of grievance and sorrow that Taranaki Iwi has carried for so many years, and to assist Taranaki Iwi in its pursuit of a better future. To this end, the Crown looks forward to building a relationship with Taranaki Iwi based on mutual trust, co-operation, and respect for the Te Tiriti o Waitangi / the Treaty of Waitangi and its principles.

## 4 SETTLEMENT

### ACKNOWLEDGEMENTS

- 4.1 Each party acknowledges that:
  - 4.1.1 the other parties have acted honourably and reasonably in relation to the settlement; but
  - 4.1.2 the Crown has set limits on what and how much redress is available to settle historical claims generally; and
  - 4.1.3 it is not possible:
    - (a) to assess the loss and prejudice suffered by Taranaki Iwi as a result of the events on which the historical claims are or could be based; and
    - (b) to fully compensate Taranaki Iwi for all loss and prejudice suffered;
  - 4.1.4 Taranaki Iwi intend their foregoing of full compensation to contribute to New Zealand's development; and
  - 4.1.5 the settlement is intended to enhance the ongoing relationship between Taranaki Iwi and the Crown (in terms of the Treaty of Waitangi, its principles, and otherwise).
- 4.2 Taranaki Iwi acknowledge that, taking all matters into consideration (some of which are specified in clause 4.1), the settlement is fair and the best that can be achieved in the circumstances.

### SETTLEMENT

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

**TARANAKI IWI DEED OF SETTLEMENT**

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**4: SETTLEMENT**

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

4.6 Clauses 4.4 and 4.5 do not limit clause 4.3.

**REDRESS**

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

- 4.7.1 is intended to benefit Taranaki Iwi collectively; but
- 4.7.2 may benefit particular members, or particular groups of members, of Taranaki Iwi if Te Kāhui so determine in accordance with the procedures of Te Kāhui o Taranaki Trust.

**IMPLEMENTATION**

- 4.8 The settlement legislation will, on the terms provided by sections 15 to 21 of the draft settlement bill:
- 4.8.1 settle the historical claims; and
  - 4.8.2 exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement; and

**TARANAKI IWI DEED OF SETTLEMENT**

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**4: SETTLEMENT**

- 4.8.3 provide that the legislation referred to in section 17 of the draft settlement bill does not apply:
- (a) to any land in the exclusive RFR area, the shared RFR area, or the non-exclusive RFR area; or
  - (b) for the benefit of Taranaki Iwi or a representative entity; and
- 4.8.4 require any resumptive memorial to be removed from a computer register for each allotment that is:
- (a) wholly within the exclusive RFR area, the shared RFR area or the non-exclusive RFR area; or
  - (b) wholly within both the exclusive RFR area and the shared RFR area (but no part of the allotment is outside those areas); or
  - (c) wholly within both the exclusive RFR area and the non-exclusive RFR area (but no part of the allotment is outside those areas); or
  - (d) for the benefit of Taranaki Iwi or a representative Iwi; and
- 4.8.5 provide that the rule against perpetuities and the Perpetuities Act 1964 does not:
- (a) apply to a settlement document; or
  - (b) prescribe or restrict the period during which:
    - (i) Te Kāhui may hold or deal with property; and
    - (ii) Te Kāhui o Taranaki Trust may exist; and
- 4.8.6 require the Secretary for Justice to make copies of this deed publicly available.
- 4.9 Part 1 of the general matters schedule provides for other action in relation to the settlement.

## **5 CULTURAL REDRESS**

### **TARANAKI MAUNGA**

- 5.1 Taranaki Iwi and the Crown acknowledge that Taranaki Maunga is of great traditional, cultural, historical and spiritual importance to iwi of Taranaki.
- 5.2 This deed does not provide for an apology, or any cultural redress, by the Crown in relation to any of the historical claims that relate to Taranaki Maunga as that is yet to be developed in conjunction with Taranaki Iwi and other iwi of Taranaki.
- 5.3 Taranaki Iwi and the Crown agree that:
  - 5.3.1 Te Kāhui and the Crown will, as soon as practicable, work together with the mandated representatives of other iwi of Taranaki to develop an apology, and cultural redress, for Taranaki Iwi and other iwi of Taranaki in relation to the historical claims, and the historical claims of other iwi of Taranaki, that relate to Taranaki Maunga; and
  - 5.3.2 the apology and cultural redress for Taranaki Iwi in relation to the historical claims that relate to Taranaki Maunga will not include any financial or commercial redress.
- 5.4 For the purposes of clauses 5.1 to 5.3, "Taranaki Maunga" includes other maunga of significance to Taranaki Iwi located within Egmont National Park.

### **PARIHAKA**

- 5.5 Taranaki Iwi and the Crown recognise that, from the mid-1860s, the Parihaka community attained national significance as a centre of non-violent resistance to the loss of Māori lands and Māori autonomy, and that the 1881 invasion of Parihaka by Crown forces has since become an enduring symbol of the Crown's suppression of those aspirations.
- 5.6 For Taranaki Iwi, the legacy of Parihaka is complex. It is a source of historical grievance and a reminder of contemporary deprivation, a symbol of hope, and an inspiration for their pursuit of empowerment, self-sustainability and autonomy. Parihaka has become a prominent international symbol of non-violent action against injustice and its leaders are now recognised as founding figures in the development of non-violent protest. The story and symbolism of Parihaka has also inspired a rich artistic legacy of writing, music, paintings and performances.
- 5.7 Parihaka today is a small settlement of modest buildings and homes with a permanent population of about forty people and three active Marae: Takitūtū (Te Paepae), Toroanui, and Parāhuka (Te Niho o Te Atiawa). Parihaka continues to be a meeting place of the peoples of Te Whiti o Rongomai and Tohu Kākahi. This includes the observance of Ngā Rā Karanga, the 18th and 19th of every month of the year, and the annual commemoration of Te Pāhua (plunder) held on the 7th of November. These days preserve the Parihaka legacy by providing an opportunity for people to celebrate and acknowledge the work of Te Whiti and Tohu, and a forum where important matters can be discussed. These days also provide an opportunity for regional, national and international visitors to attend and experience Parihaka, its history and its community.

**TARANAKI IWI DEED OF SETTLEMENT**

**5: CULTURAL REDRESS**

- 5.8 For Taranaki Iwi, there is a strong determination and optimism that the legacy of Parihaka and its principles will be maintained into the future. The following whakawai recorded by the Parihaka leaders in the twentieth century foresees the restoration of autonomy, empowerment, and hope for a better future.

*Nāu te pāhua tuatahi, māku te pāhua whakamutunga  
Yours was the first plunder, but final response will be mine*

- 5.9 Taranaki Iwi, the Crown and the Parihaka community have established a working group, **Kawe Tutaki** (meaning a 'vehicle towards closure').

- 5.10 The purpose of Kawe Tutaki is to advise the Crown on how the Crown can support Parihaka to build the capacity of its community to achieve its aspirations.

- 5.11 The members of Kawe Tutaki are:

- 5.11.1 Dame Hon Tariana Turia (Chairperson);
- 5.11.2 Rt Hon Jim Bolger;
- 5.11.3 Hon Mahara Okeroa (Taranaki Iwi appointee);
- 5.11.4 Amokura Panoho (Parihaka Papakainga Trust appointee); and
- 5.11.5 Dr Ruakere Hond (Parihaka Topu Tikanga appointee).

- 5.12 Kawe Tutaki will:

- 5.12.1 engage closely with the Parihaka community and invite participation from government agencies and local government as and when required; and
- 5.12.2 report to the Attorney-General and the Minister for Māori Development by July 2015.

- 5.13 The Crown will:

- 5.13.1 consider the report provided by Kawe Tutaki;
- 5.13.2 consider the potential for support from the Crown to the Parihaka community; and
- 5.13.3 report the outcome of its consideration under clause 5.13.2 to the Parihaka community.

- 5.14 The parties acknowledge that:

- 5.14.1 Kawe Tutaki has been established in the context of these settlement negotiations with Taranaki Iwi; but
- 5.14.2 Kawe Tutaki will operate parallel to, but outside of, this settlement;
- 5.14.3 Kawe Tutaki, and any Crown response to the report from Kawe Tutaki, are not redress under this settlement; and

**TARANAKI IWI DEED OF SETTLEMENT**

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**5: CULTURAL REDRESS**

5.14.4 nothing in clauses 5.5 to 5.13 affect clause 4.3.

**STATUTORY ACKNOWLEDGEMENT**

5.15 The settlement legislation will, on the terms provided by sections 30 to 42 of the draft settlement bill:

5.15.1 provide the Crown's acknowledgement of the statements by Taranaki Iwi of their particular cultural, spiritual, historical and traditional association with the following areas:

- (a) Heimama Stream Gravel Local Purpose Reserve (as shown on deed plan OTS-053-46);
- (b) Kapoaiaia Stream and its tributaries (as shown on deed plan OTS-053-32);
- (c) Mangahume Stream and its tributaries (as shown on deed plan OTS-053-33);
- (d) Mangahume Stream Conservation Area (as shown on deed plan OTS-053-47);
- (e) Mangawarawara Stream Marginal Strip (as shown on deed plan OTS-053-48);
- (f) Ngatoronui Stream and its tributaries (as shown on deed plan OTS-053-34);
- (g) Oakura River and its tributaries (as shown on deed plan OTS-053-35);
- (h) Oeo Stream and its tributaries (as shown on deed plan OTS-053-36);
- (i) Otahi Stream and its tributaries (as shown on deed plan OTS-053-37);
- (j) Otahi Stream No 1 Marginal Strip (as shown on deed plan OTS-053-49);
- (k) Otahi Stream No 2 Marginal Strip (as shown on deed plan OTS-053-50);
- (l) Ouri Stream and its tributaries (as shown on deed plan OTS-053-38);
- (m) Ouri Stream Marginal Strip (as shown on deed plan OTS-053-51);
- (n) Punehu Stream and its tributaries (as shown on deed plan OTS-053-39);
- (o) Pungaereere Stream and its tributaries (as shown on deed plan OTS-053-40);
- (p) Pungarehu Marginal Strip (as shown on deed plan OTS-053-52);
- (q) Ratapihipihi Scenic Reserve (as shown on deed plan OTS-053-53);
- (r) Tapuae Stream Marginal Strip (as shown on deed plan OTS-053-54);

**TARANAKI IWI DEED OF SETTLEMENT**

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**5: CULTURAL REDRESS**

- (s) Taranaki Iwi Coastal Marine Area (as shown on deed plan OTS-053-55);
  - (t) Taungatara Stream and its tributaries (as shown on deed plan OTS-053-41);
  - (u) Waiaua River and its tributaries (as shown on deed plan OTS-053-42);
  - (v) Waiongana Stream and its tributaries (as shown on deed plan OTS-053-43);
  - (w) Waiteika Stream and its tributaries (as shown on deed plan OTS-053-44);
  - (x) Waiweranui Stream Marginal Strip (as shown on deed plan OTS-053-56); and
  - (y) Warewa River (Teikaparua) and its tributaries (as shown on deed plan OTS-053-45);
- 5.15.2 require relevant consent authorities, the Environment Court and Heritage New Zealand Pouhere Taonga to have regard to the statutory acknowledgement; and
- 5.15.3 require relevant consent authorities to forward to Te Kāhui:
- (a) summaries of resource consent applications within, adjacent to or directly affecting a statutory area; and
  - (b) a copy of a notice of a resource consent application served on the consent authority under section 145(10) of the Resource Management Act 1991;
- 5.15.4 require relevant consent authorities to record the statutory acknowledgements on statutory planning documents under the Resource Management Act 1991 that relate to the statutory area;
- 5.15.5 enable Te Kāhui, and any member of Taranaki Iwi, to cite the statutory acknowledgement as evidence of the association of Taranaki Iwi with an area;
- 5.15.6 enable Te Kāhui to waive the rights specified in clauses 5.15.2 to 5.15.4 in relation to all or any part of the areas by written notice to the relevant consent authority, the Environment Court or Heritage New Zealand Pouhere Taonga (as the case may be); and
- 5.15.7 require that any notice given under clause 5.15.6 include a description of the extent and duration of any such waiver of rights.
- 5.16 The statements of association are in the documents schedule.

**TARANAKI IWI DEED OF SETTLEMENT**

**5: CULTURAL REDRESS**

**DEEDS OF RECOGNITION**

5.17 The Crown must, by or on the settlement date, provide Te Kāhui with a copy of each of the following:

5.17.1 a deed of recognition, signed by the Commissioner of Crown Lands, in relation to the following areas:

- (a) Kapoaiaia Stream and its tributaries (as shown on deed plan OTS-053-32);
- (b) Mangahume Stream and its tributaries (as shown on deed plan OTS-053-33);
- (c) Ngatoronui Stream and its tributaries (as shown on deed plan OTS-053-34);
- (d) Oakura River and its tributaries (as shown on deed plan OTS-053-35);
- (e) Oeo Stream and its tributaries (as shown on deed plan OTS-053-36);
- (f) Otahi Stream and its tributaries (as shown on deed plan OTS-053-37);
- (g) Ouri Stream and its tributaries (as shown on deed plan OTS-053-38);
- (h) Punehu Stream and its tributaries (as shown on deed plan OTS-053-39);
- (i) Pungaereere Stream and its tributaries (as shown on deed plan OTS-053-40);
- (j) Taungatara Stream and its tributaries (as shown on deed plan OTS-053-41);
- (k) Waiaua River and its tributaries (as shown on deed plan OTS-053-42);
- (l) Waiongana Stream and its tributaries (as shown on deed plan OTS-053-43);
- (m) Waiteika Stream and its tributaries (as shown on deed plan OTS-053-44); and
- (n) Warewa River (Teikaparua) and its tributaries (as shown on deed plan OTS-053-45); and

5.17.2 a deed of recognition, signed by the Minister of Conservation and the Director-General of Conservation, in relation to the following areas:

- (a) Kapoaiaia Stream and its tributaries (as shown on deed plan OTS-053-32);
- (b) Mangahume Stream and its tributaries (as shown on deed plan OTS-053-33);

**TARANAKI IWI DEED OF SETTLEMENT**

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**5: CULTURAL REDRESS**

- (c) Ngatoronui Stream and its tributaries (as shown on deed plan OTS-053-34);
  - (d) Oakura River and its tributaries (as shown on deed plan OTS-053-35);
  - (e) Oeo Stream and its tributaries (as shown on deed plan OTS-053-36);
  - (f) Otahi Stream and its tributaries (as shown on deed plan OTS-053-37);
  - (g) Ouri Stream and its tributaries (as shown on deed plan OTS-053-38);
  - (h) Punehu Stream and its tributaries (as shown on deed plan OTS-053-39);
  - (i) Pungaereere Stream and its tributaries (as shown on deed plan OTS-053-40);
  - (j) Taungatara Stream and its tributaries (as shown on deed plan OTS-053-41);
  - (k) Waiaua River and its tributaries (as shown on deed plan OTS-053-42);
  - (l) Waiongana Stream and its tributaries (as shown on deed plan OTS-053-43);
  - (m) Waiteika Stream and its tributaries (as shown on deed plan OTS-053-44); and
  - (n) Warewa River (Teikaparua) and its tributaries (as shown on deed plan OTS-053-45).
- 5.18 Each area that a deed of recognition relates to includes only those parts of the area owned and managed by the Crown.
- 5.19 A deed of recognition will provide that the Minister of Conservation and the Director-General of Conservation, or the Commissioner of Crown Lands, as the case may be, must, if undertaking certain activities within an area that the deed relates to:
- 5.19.1 consult Te Kāhui; and
  - 5.19.2 have regard to its views concerning the association of Taranaki Iwi with the area as described in a statement of association.

**PROTOCOLS**

- 5.20 Each of the following protocols must, by or on the settlement date, be signed and issued to Te Kāhui by the responsible Minister:
- 5.20.1 the conservation protocol;
  - 5.20.2 the fisheries protocol; and
  - 5.20.3 the taonga tūturu protocol.

**TARANAKI IWI DEED OF SETTLEMENT**

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**5: CULTURAL REDRESS**

- 5.21 A protocol sets out how the Crown will interact with Te Kāhui with regard to the matters specified in it.

**RELATIONSHIP AGREEMENTS**

- 5.22 Te Kāhui will enter into relationship agreements in the form set out in part 7 of the documents schedule with:
- 5.22.1 the Ministry of Business, Innovation and Employment in relation to petroleum and minerals; and
  - 5.22.2 the Ministry for the Environment.

**FORM AND EFFECT OF DEEDS OF RECOGNITION, PROTOCOLS AND RELATIONSHIP AGREEMENTS**

- 5.23 Each deed of recognition and protocol will be:
- 5.23.1 in the form in the documents schedule; and
  - 5.23.2 issued under, and subject to, the terms provided by sections 22 to 29 and 39 to 42 of the draft settlement bill.
- 5.24 A failure by the Crown to comply with a deed of recognition, a protocol or a relationship agreement is not a breach of this deed.

**LETTER OF COMMITMENT RELATING TO THE CARE AND MANAGEMENT, USE, DEVELOPMENT AND REVITALISATION OF, AND ACCESS TO, TARANAKI IWI TAONGA**

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

**CULTURAL REDRESS PROPERTIES**

- 5.26 The settlement legislation will vest in Te Kāhui on the settlement date:

***In fee simple***

- 5.26.1 the fee simple estate in each of the following sites:
  - (a) Arawhata property;
  - (b) Cape Egmont site A;
  - (c) Kahui site A;
  - (d) Kahui site B;
  - (e) Ōrimupiko / Headlands site A;
  - (f) Pungarehu Property;

**TARANAKI IWİ DEED OF SETTLEMENT**

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**5: CULTURAL REDRESS**

- (g) Puniho Property;
- (h) Rahotu site A;
- (i) Rahotu site B;
- (j) Rahotu site C;
- (k) Warea site A; and
- (l) Warea site B;

***In fee simple subject to an easement***

- 5.26.2 the fee simple estate in Opunake site A, subject to Te Kāhui providing the South Taranaki District Council with a registrable easement in gross for a right to drain stormwater on the terms and conditions set out in part 5.1 of the documents schedule;

***In fee simple subject to a lease***

- 5.26.3 the fee simple estate in Cape Egmont Lighthouse property, subject to Te Kāhui providing a registrable lease in relation to that site in the form in part 6.1 of the documents schedule (to avoid doubt, the vesting of Cape Egmont Lighthouse property does not include the improvements on or in the Cape Egmont Lighthouse property);

***In fee simple as a historic reserve***

- 5.26.4 the fee simple estate in each of the following sites as a historic reserve, with Te Kāhui as the administering body:
- (a) Cape Egmont site B;
  - (b) Manihi Road Property;
  - (c) Ōākura Coast Property;
  - (d) Ōāonui Property;
  - (e) Okahu Stream Property;
  - (f) Ōkato Coast Property;
  - (g) Ōmata Stockade;
  - (h) Opunake site B, subject to Te Kāhui providing the South Taranaki District Council with:
    - (i) a registrable right of way easement in gross for a right to drain stormwater on the terms and conditions set out in part 5.2 of the documents schedule;

**TARANAKI IWI DEED OF SETTLEMENT**

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**5: CULTURAL REDRESS**

- (ii) a registrable easement in gross for a right to drain sewage on the terms and conditions set out in part 5.3 of the documents schedule; and
- (iii) a registrable right of way easement in gross on the terms and conditions set out in part 5.4 of the documents schedule;
- (i) Ōrimupiko / Headlands site B, subject to Te Kāhui providing the South Taranaki District Council with a registrable easement in gross on the terms and conditions set out in part 5.5 of the documents schedule;
- (j) Sutton Road site A;
- (k) Tapuinikau Pā;
- (l) Tataaimaka Pā; and
- (m) Te Koru Pā;

***In fee simple as a scientific reserve***

- 5.26.5 the fee simple estate in Maitahi Property as a scientific reserve, with Te Kāhui as the administering body; and

***In fee simple as a local purpose (foreshore) reserve***

- 5.26.6 the fee simple estate in Sutton Road site B as a local purpose (foreshore) reserve, with Te Kāhui as the administering body.

**Ōāonui Property Memorandum of Understanding**

- 5.27 In relation to the Ōāonui Property, Te Kāhui and the Sandy Bay Beach Society will enter into a Memorandum of Understanding after the settlement date. The purpose of the memorandum of understanding will be, but will not be limited to, furthering the goals and objectives set out in the Sandy Bay Management Plan.

**Ngā Motu Properties**

- 5.28 Subject to clause 5.29, the settlement legislation will provide that, despite section 74 of the Te Ātiawa settlement legislation, the undivided half share of the fee simple estate in each of the properties described in clause 5.30, held in trust by the trustees of Te Kotahitanga o Te Ātiawa Trust under the Te Ātiawa settlement legislation, is deemed to be transferred to Te Kāhui.

- 5.29 In the event that the Te Ātiawa settlement date occurs on the same date as the settlement date under this deed, the draft settlement bill will be amended so that the settlement legislation will, on the settlement date and on the terms set out in the amended draft settlement bill, provide that the fee simple estate in each of the properties described in clause 5.30 vests in undivided half shares, in each of the following as tenants in common:

- 5.29.1 Te Kāhui; and

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- 5.29.2 the trustees of Te Kotahitanga o Te Ātiawa Trust.
- 5.30 The properties to be transferred or vested in accordance with clause 5.28 or 5.29, as the case may be, are:

***As a wildlife refuge subject to sections 7(1) and (3) of the Sugar Loaf Islands Marine Protected Area Act 1991***

- 5.30.1 Mataora (Round Rock), Motuotamatea (Snapper Rock), and Pararaki (Seagull Rock) (as shown on deed plan OTS-053-31) as a wildlife refuge subject to sections 7(1) and (3) of the Sugar Loaf Islands Marine Protected Area Act 1991;

***Subject to sections 7(1) and (2) of the Sugar Loaf Islands Marine Protected Area Act 1991***

- 5.30.2 Motumahanga (Saddleback), Moturoa, Waikaranga (Seal Rocks), and Whareumu (Lion Rock) (as shown on deed plan OTS-053-31) subject to sections 7(1) and (2) of the Sugar Loaf Islands Marine Protected Area Act 1991; and

***Subject to sections 7(1) and (3) of the Sugar Loaf Islands Marine Protected Area Act 1991***

- 5.30.3 Koruanga / Motukuku and Tokatapu (as shown on deed plan OTS-053-31) subject to sections 7(1) and (3) of the Sugar Loaf Islands Marine Protected Area Act 1991.
- 5.31 Despite the transfer or vesting, as the case may be, of the properties described in clause 5.30 or any subsequent transfer of them:
- 5.31.1 each property described in clause 5.30 is to be managed by the Department of Conservation:
- (a) as if it were held by the Crown as a conservation area under the Conservation Act 1987; and
- (b) in accordance with the Sugar Loaf Islands Marine Protected Area Act 1991; and
- 5.31.2 any interests in land that affect a property described in clause 5.30 must be dealt with for the purposes of registration as if the Crown were the registered proprietor of that property.
- 5.32 The Crown, acting through the Department of Conservation, agrees that it will meet with Te Kāhui and the trustees of Te Kotahitanga o Te Ātiawa Trust to discuss how the parties will work together collaboratively and constructively on matters relating to Ngā Motu. Discussions may include, but are not limited to:
- 5.32.1 input into and engagement with operational plans relating to Ngā Motu;
- 5.32.2 the nature and scope of the parties' interests and responsibilities;
- 5.32.3 priorities for management of Ngā Motu; and

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- 5.32.4 ways to improve the relationship between Taranaki Iwi and Te Ātiawa, with Ngā Motu.
- 5.33 Te Kāhui and the trustees of Te Kotahitanga o Te Ātiawa Trust may give the Director-General an invitation to meet with them after the settlement date or the Te Ātiawa settlement date, whichever is the later. The meeting shall occur within 6 months of such invitation being given.
- 5.34 The conservation protocol referred to in clause 5.20.1 sets out how the Crown, acting through the Department of Conservation, will interact with Te Kāhui. If the parties agree, that protocol can be amended in regard to the particular circumstances of Ngā Motu.
- 5.35 To avoid doubt, the management and administration of Ngā Motu must be consistent with the Conservation Act 1987 and the Sugar Loaf Islands Marine Protected Area Act 1991.

**General**

- 5.36 Each cultural redress property is to be:
- 5.36.1 as described in schedule 2 of the draft settlement bill; and
- 5.36.2 vested on the terms provided by:
- (a) sections 46 to 103B of the draft settlement bill; and
- (b) part 2 of the property redress schedule; and
- 5.36.3 subject to any encumbrances, or other documentation, in relation to that property:
- (a) required by clause 5.26 to be provided by Te Kāhui; or
- (b) required by the settlement legislation; and
- (c) in particular, referred to by schedule 2 of the draft settlement bill.

**POTENTIAL PURCHASE OF POST SETTLEMENT REDRESS PROPERTIES**

- 5.37 The parties acknowledge that Te Kāhui and the South Taranaki District Council may enter into negotiations for the purchase by Te Kāhui of post settlement redress properties, being properties of cultural significance to Taranaki Iwi. In the event that Te Kāhui and the South Taranaki District Council become parties to an unconditional agreement for sale and purchase in relation to a post settlement redress property within five years from and after the settlement date, then clauses 5.38 to 5.40 shall apply.
- 5.38 If this clause applies, then:
- 5.38.1 each post settlement redress property (as the case may be) will be transferred on the terms provided by the unconditional agreement for sale and purchase agreed between the parties; and

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- 5.38.2 in relation to a post settlement redress property subject to reserve status at the time of transfer, section 102 of the draft settlement bill will provide that:
- (a) immediately before the transfer of that property to Te Kāhui, the reservation of that property as a reserve subject to the Reserves Act 1977 is revoked; and
  - (b) sections 24 and 25 of the Reserves Act 1977 will not apply to the revocation of the reserve status; and
- 5.38.3 if the unconditional agreement for sale and purchase specifies that the post settlement redress property is to transfer to Te Kāhui subject to reserve status, then section 103 of the draft settlement bill will provide that:
- (a) the transfer instrument for the post settlement redress property will specify:
    - (i) the classification and, if relevant, the purpose for which the property is classified under the Reserves Act 1977, as specified in the unconditional agreement for sale and purchase; and
    - (ii) that the property is subject to section 87 of the draft settlement bill;
  - (b) immediately upon the transfer of the reserve to Te Kāhui:
    - (i) the reserve will have such classification and, if relevant, the purpose for which the property is classified under the Reserves Act 1977 as is specified in the transfer instrument;
    - (ii) the reserve will be administered in accordance with that classification; and
    - (iii) the reserve will have the name (if any) specified in the *Gazette* notice given under clause 5.83.3(c).
  - (c) as soon as is reasonably practicable after the transfer of a reserve, a person authorised by the chief executive of the South Taranaki District Council will publish a notice in the *Gazette*, stating:
    - (i) the legal description of the property;
    - (ii) the date on which the property was transferred and became a reserve;
    - (iii) the classification and, if relevant, the purpose for which the property is classified under the Reserves Act 1977; and
    - (iv) the name of the reserve, if Te Kāhui elect to nominate a name.

5.39 If clause 5.38.3 applies, the draft settlement bill will provide that:

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- (a) Te Kāhui will be the administering body of the reserve, and the Reserves Act 1977 will apply to the reserve as if the reserve were vested in Te Kāhui under section 26 of that Act; and
- (b) sections 84(2) and (4), 86(2), (4), and (5), and 87 to 91 of the draft settlement bill will apply to the reserve.

5.40 The draft settlement bill will:

- 5.40.1 on the terms set out in section 103A, provide for the creation, as necessary, of computer freehold registers for post settlement redress properties and the recording on such computer freehold registers of any registered, notified, or notifiable interests; and
- 5.40.2 on the terms set out in section 103B, provide that:
  - (a) the permission of a council under section 348 of the Local Government Act 1974 is not required for the laying out, forming, granting, or reserving a private road, private way, or right of way as may be required to fulfil the terms of the unconditional agreement for sale and purchase in relation to a post settlement redress property; and
  - (b) section 11 and Part 10 of the Resource Management Act 1991 do not apply to the transfer of a post settlement redress property, or any matter incidental to, or required for the purpose of, the transfer.

**RUA TARANAKI TITLE**

5.41 The settlement legislation will provide that:

- 5.41.1 this clause applies to any property that is registered or registrable under the Land Transfer Act 1952 in the names of Te Kāhui (**eligible property**);
- 5.41.2 despite the Land Transfer Act 1952 or any other enactment or rule of law, Te Kāhui may give written notice to the Registrar-General requesting that the fee simple estate in an eligible property:
  - (a) be registered in the name of Rua Taranaki instead of in the names of Te Kāhui; or
  - (b) be no longer registered in the name of Rua Taranaki, and instead be registered in the name of Te Kāhui;
- 5.41.3 the Registrar-General must, as soon as is reasonably practicable after receiving a notice under clause 5.41.2(a):
  - (a) register the fee simple estate in the eligible property in the name of Rua Taranaki instead of in the name of Te Kāhui; and
  - (b) enter on the freehold computer register for the land a notation that the land is subject to this clause;

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### 5: CULTURAL REDRESS

- 5.41.4 if the Registrar-General receives a notice under clause 5.41.2(b), the Registrar-General must:
- (a) register the fee simple estate in the eligible property in the name of the trustees of Te Kāhui Trust; and
  - (b) cancel the notation on the computer freehold register for the land entered under clause 5.41.3(b); and
- 5.41.5 if the fee simple estate in an eligible property is registered under the Land Transfer Act 1952 in the name of Rua Taranaki:
- (a) Te Kāhui will continue to have all the rights, duties and powers of the registered proprietor of that land; and
  - (b) Te Kāhui must exercise and perform those rights, duties and powers in their own names and not in the name of Rua Taranaki; and
  - (c) the Registrar-General must have regard to clauses 5.41.5(a) and (b).

### CHANGE OF NAMES OF SITES WITHIN CONSERVATION LAND

- 5.42 The settlement legislation will, on the terms provided by section 44 of the draft settlement bill change the names of:
- 5.42.1 St George's Redoubt Historic Reserve to Tataaimaka / St George's Redoubt Historic Reserve;
  - 5.42.2 Tataaimaka Pa Historic Reserve (part) to Tataaimaka Urupā Historic Reserve;
  - 5.42.3 Patua Scenic Reserve to Patuhā Scenic Reserve; and
  - 5.42.4 Sugar Loaf Islands Sanctuary to:
    - (a) Ngā Motu / Sugar Loaf Islands Sanctuary; and
    - (b) Ngā Motu / Sugar Loaf Islands Conservation Park.

### CULTURAL FUND

- 5.43 On the settlement date the Crown will pay Te Kāhui \$55,633 (plus GST, if any).

### REGIONAL COUNCIL REPRESENTATION

#### Background to Regional Council Representation

- 5.44 As part of these negotiations, Ngāruahine, Te Ātiawa, Taranaki Iwi, the Crown and the Taranaki Regional Council (the **Council**) have worked together to develop a framework for iwi involvement in the decision-making processes of the Council (the **regional council representation arrangements**).
- 5.45 Ngāruahine, Te Ātiawa and Taranaki Iwi sought a model that would enable the iwi of Taranaki to have a place at the Council decision-making table and a voice on major

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**5: CULTURAL REDRESS**

Council policy and regulatory decisions affecting them and the region.

- 5.46 The Council considers that having direct input from iwi across a wide range of Council functions will be of benefit to the Council and iwi with the potential to improve the quality of Council decisions.
- 5.47 In the negotiations the parties have sought to agree arrangements that will be:
- 5.47.1 transparent and clear as to purpose, intent and operation;
  - 5.47.2 efficient, simple and affordable; and
  - 5.47.3 durable and of enduring benefit for all parties.
- 5.48 The regional council representation arrangements that have been agreed between the three iwi, the Crown and the Council provide for direct iwi representation on the Council's two principal standing committees.
- 5.49 The regional council representation arrangements enable and encourage the involvement of all iwi of Taranaki including those not currently in settlement negotiations.

**Purpose and objectives of arrangements**

- 5.50 The purpose of the regional council representation arrangements is to provide an effective mechanism for the iwi of Taranaki to contribute to the decision-making processes of the Council.
- 5.51 The objectives of the regional council representation arrangements are to achieve:
- 5.51.1 direct iwi participation in the decision-making processes of the Council;
  - 5.51.2 direct iwi input into a wide range of Council policy, regulatory and advocacy work, not restricted to resource management planning functions;
  - 5.51.3 effective, workable and meaningful representation for the iwi of Taranaki that is also cost-effective for the Council and will deliver benefits for both parties; and
  - 5.51.4 an inclusive approach that encourages the participation of all iwi of Taranaki.

**Shared principles for arrangements**

- 5.52 The regional council representation arrangements are based on a commitment to establishing and maintaining a positive, co-operative and enduring relationship between the iwi of Taranaki and the Council which acknowledges the following shared principles:
- 5.52.1 respect for the mana and cultural and spiritual values of the iwi of Taranaki;
  - 5.52.2 respect for the roles and responsibilities of the Council;
  - 5.52.3 a desire for a relationship between the iwi of Taranaki and the Council that is:
    - (a) mutually beneficial; and

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- (b) based on good faith, a spirit of co-operation, goodwill, openness, flexibility and understanding and respect for the positions of both parties;
- 5.52.4 recognition that effective iwi participation in local government decision-making is positive for the iwi of Taranaki, the Council and the communities of Taranaki;
- 5.52.5 recognition that the arrangements are for the benefit of all iwi of Taranaki to the extent that those iwi wish to participate in the regional council representation arrangements;
- 5.52.6 a commitment to the success of the regional council representation arrangements; and
- 5.52.7 recognition that the regional council representation arrangements do not replace or usurp the relationships between individual iwi and hapū and the Council.

**Iwi representation on Council committees**

- 5.53 Clauses 5.54 and 5.55 apply to the following standing committees of the Council:
- 5.53.1 the Policy and Planning Committee; and
- 5.53.2 the Consents and Regulatory Committee
- (together the **relevant committees**).
- 5.54 The iwi of Taranaki will have the right to nominate three members for appointment to each of the relevant committees.
- 5.55 The Council must appoint three iwi members to each of the relevant committees, being those persons nominated under clause 5.54 (the **iwi appointees**).
- 5.56 Unless otherwise provided for, the iwi appointees will have the same status as if those appointees were appointed by the Council under clause 31 of Schedule 7 of the Local Government Act 2002.

**Function of committees**

- 5.57 The functions of the Policy and Planning Committee are to:
- 5.57.1 deal with all matters of policy developed either in-house or by third parties;
- 5.57.2 prepare and review regional policy statements, plans and strategies and convene as a hearing committee as and when required for the hearing of submissions;
- 5.57.3 monitor plan and policy implementation;
- 5.57.4 develop biosecurity policy;
- 5.57.5 undertake and develop other policy initiatives;

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**5: CULTURAL REDRESS**

- 5.57.6 advocate, as appropriate, for the Taranaki region; and
  - 5.57.7 develop and endorse submissions prepared in response to the policy initiatives of other organisations, including central government and local government.
- 5.58 The functions of the Consents and Regulatory Committee are to:
- 5.58.1 deal with all matters in relation to resource consents, compliance monitoring and pollution incidents;
  - 5.58.2 consider and make decisions on resource use consent applications under the Resource Management Act 1991;
  - 5.58.3 ensure adequate compliance, monitor resource consents and receive information on enforcement actions undertaken in the event of non-compliance under the Resource Management Act 1991;
  - 5.58.4 consider and make decisions on monitoring associated with plant and animal pest management and receive information on enforcement action undertaken in the event of non-compliance under the Biosecurity Act 1993; and
  - 5.58.5 undertake other functions related to the above matters.

**Criteria and process for iwi appointments**

- 5.59 Following the date of this deed of settlement Taranaki Iwi will work with the other iwi of Taranaki to develop criteria and a process for the selection of the iwi nominees.
- 5.60 The process in clause 5.59 will be undertaken in consultation with the Council.
- 5.61 The criteria for iwi appointments to the relevant committees must reflect merit-based appointments including appropriate knowledge, skills and capability to participate effectively in the work of each committee.
- 5.62 Taranaki Iwi must, prior to the introduction of the draft settlement bill, provide the criteria and process for iwi nominations referred to in clause 5.59 to the Crown.
- 5.63 The criteria and process for iwi appointments must be in a form that is satisfactory to the Crown to ensure that the purpose of the regional council representation arrangements will be achieved.

**Members to act in interests of committee**

- 5.64 Members appointed under clause 5.55 must:
  - 5.64.1 act in the interests of the committee to which they are appointed; and
  - 5.64.2 bring an iwi perspective to that committee.

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**Change in committee structure**

- 5.65 The parties acknowledge that:
- 5.65.1 the Council may from time to time adopt a different committee structure; and
- 5.65.2 that change in committee structure may lead to:
- (a) a relevant committee being discontinued; or
- (b) the functions of one or both of the relevant committees:
- (i) being removed;
- (ii) being modified;
- (iii) being dealt with (in whole or in part) by another existing committee; or
- (iv) being dealt with (in whole or in part) by a new committee.
- 5.66 Prior to making any of the changes referred to in clause 5.65 the Council will engage with the iwi of Taranaki to discuss the proposal.
- 5.67 The Council must use its best endeavours to ensure that where any changes in committee structure referred to in clause 5.65 are made, such changes do not diminish the nature of the representation of iwi of Taranaki that is provided through this deed.
- 5.68 In the event of any dispute in relation to whether any proposed changes under clause 5.65 will diminish the nature of the representation of the iwi of Taranaki that is provided through this deed, that dispute will be referred to:
- 5.68.1 the chief executive or general manager of the Te Kāhui o Taranaki Trust;
- 5.68.2 the chief executive or general manager of the governance entity for any of the other iwi of Taranaki that are participating in the arrangements; and
- 5.68.3 the chief executive of the Council.
- 5.69 The chief executives and general managers referred to in clause 5.68 will work through the dispute in an open and constructive manner and in a manner that reflects the purpose, objectives and shared principles underpinning the regional council representation arrangements.

**Remuneration and expenses**

- 5.70 The members of the committees appointed under clause 5.55 will be entitled to the same remuneration and expenses as are payable to the other members of those committees.

**CULTURAL REDRESS GENERALLY NON-EXCLUSIVE**

- 5.71 Where cultural redress is non-exclusive, the Crown may do anything that is consistent with the cultural redress, including entering into, and giving effect to, another settlement

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**5: CULTURAL REDRESS**

that provides for the same or similar cultural redress.

- 5.72 However, the Crown must not enter into another settlement with another iwi or hapū that provides for the same redress where that redress has been made available exclusively for Taranaki Iwi.
- 5.73 Clause 5.71 is not an acknowledgement by the Crown or Taranaki Iwi that any other iwi or group has interests in relation to land or an area to which any of the non-exclusive cultural redress relates.

## **6 FINANCIAL AND COMMERCIAL REDRESS**

### **FINANCIAL REDRESS**

- 6.1 The Crown must pay Te Kāhui on the settlement date \$10,000,000, being the financial and commercial redress amount of \$70,000,000, less the on-account payments referred to in clauses 6.2 and 6.3.

### **ON-ACCOUNT PAYMENTS**

- 6.2 The parties acknowledge that on 11 July 2013 the Crown paid \$14,000,000 to Te Kāhui.
- 6.3 In the event that Te Kāhui approve the draft settlement bill for introduction to the House of Representatives, the Crown will pay Te Kāhui \$46,000,000 on the payment date.

### **DEFERRED SELECTION PROPERTIES**

- 6.4 Te Kāhui may, for two years after the settlement date, elect to purchase the deferred selection properties described in part 3 of the property redress schedule (excluding 60 King Street, Opunake) on, and subject to, the terms and conditions in parts 4 and 5 of the property redress schedule.
- 6.5 If the property at 60 King Street, Opunake is acquired by the Office of Treaty Settlements prior to 1 July 2016, then Te Kāhui may, for two years after the settlement date, elect to purchase the property at 60 King Street, Opunake as described in part 3 of the property redress schedule on, and subject to, the terms and conditions in parts 4 and 5 of the property redress schedule. For the avoidance of doubt, 60 King Street will not be a deferred selection property should it not be acquired by the Office of Treaty Settlements prior to 1 July 2016.
- 6.6 Each of the following deferred selection properties is to be leased back to the Crown, immediately after its purchase by Te Kāhui, on the terms and conditions provided by the lease for that property in part 6.2 of the documents schedule (being a registrable ground lease for the property, ownership of the improvements remaining unaffected by the purchase):
- 6.6.1 Oakura School site (land only); and
  - 6.6.2 Opunake High School site (land only).
- 6.7 In the event that any of the school sites become surplus to the land holding agency's requirements, then the Crown may, at any time before Te Kāhui have given a notice of interest in accordance with paragraph 4.1 of the property redress schedule in respect of that school site, give written notice to Te Kāhui advising it that a school site or sites are no longer available for selection by Te Kāhui in accordance with clause 6.4.
- 6.8 The right to elect to purchase under clause 6.4 ceases in respect of the property on the date of receipt of the notice by Te Kāhui under clause 6.7. To avoid doubt, Te Kāhui

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**6: FINANCIAL AND COMMERCIAL REDRESS**

will continue to have a right of first refusal in relation to that school site in accordance with clause 6.10.

**SETTLEMENT LEGISLATION**

6.9 The settlement legislation will:

- 6.9.1 on the terms provided by sections 104 to 113 of the draft settlement bill, enable the transfer of the deferred selection properties;
- 6.9.2 in relation to the deferred selection property known as Cape Egmont Conservation Area, provide that immediately before any transfer to Te Kāhui, it ceases to be a conservation area under the Conservation Act 1987; and
- 6.9.3 in relation to the deferred selection property known as Cape Recreation Reserve, provide that immediately before any transfer to Te Kāhui, the reservation of Cape Recreation Reserve as a recreation reserve subject to the Reserves Act 1977 is revoked.

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

6.10 Te Kāhui are to have a right of first refusal in relation to a disposal of exclusive RFR land, being land in the exclusive RFR area that, on the settlement date:

- 6.10.1 is vested in the Crown; or
- 6.10.2 the fee simple for which is held by the Crown; or
- 6.10.3 is a reserve vested in an administering body that derived title to the reserve from the Crown and that would, on the application of sections 25 or 27 of the Reserves Act 1977, revest in the Crown.

6.11 The right of first refusal set out in clause 6.10 is:

- 6.11.1 to be on the terms provided by sections 114 to 143 of the draft settlement bill; and
- 6.11.2 in particular, to apply:
  - (a) for a term of 172 years from the settlement date; but
  - (b) only if the RFR land is not being disposed of in the circumstances provided by sections 125 to 132 of the draft settlement bill.

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

6.12 Te Kāhui, in common with the trustees of Te Korowai o Ngāruahine Trust are to have a shared right of first refusal in relation to a disposal of shared RFR land:

- 6.12.1 being land in the shared RFR area that, on the Ngāruahine settlement date:
  - (a) is vested in the Crown; or
  - (b) the fee simple for which is held by the Crown; or

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**6: FINANCIAL AND COMMERCIAL REDRESS**

- (c) is a reserve vested in an administering body that derived title to the reserve from the Crown and that would, on the application of sections 25 or 27 of the Reserves Act 1977, revest in the Crown; and
  - 6.12.2 including any land that, prior to the settlement date, was obtained in exchange for a disposal of shared RFR land under sections [111(1)(c) or 112] of the Ngāruahine settlement legislation; but
  - 6.12.3 excluding any land within the meaning of clause 6.12.1 if, on the settlement date:
    - (a) the land has ceased to be RFR land in any of the circumstances described in [section 97(2)(a) to (c)] of the Ngāruahine settlement legislation; or
    - (b) is subject to a contract formed under [section 104] of that legislation.
  - 6.13 The right of first refusal set out in clause 6.12:
    - 6.13.1 is to be on the terms provided by sections 114 to 143 of the draft settlement bill; and
    - 6.13.2 in particular, will apply:
      - (a) in respect of Te Kāhui, from the settlement date for a term of 172 years from the Ngāruahine settlement date; but
      - (b) only if the shared RFR land is not being disposed of in the circumstances provided by sections 125 to 132 of the draft settlement bill.
  - 6.14 Te Kāhui acknowledge that for the period from the Ngāruahine settlement date to the settlement date under this deed, the trustees of Te Korowai o Ngāruahine Trust may solely participate in the right of first refusal as set out in clause 6.12.
- RIGHT OF FIRST REFUSAL OVER NON-EXCLUSIVE RFR LAND**
- 6.15 Te Kāhui, in common with the trustees of Te Kotahitanga o Te Ātiawa Trust, are to have a shared right of first refusal in relation to a disposal of non-exclusive RFR land,
    - 6.15.1 being land in the non-exclusive RFR area that, on the Te Ātiawa settlement date:
      - (a) is vested in the Crown; or
      - (b) the fee simple for which is held by the Crown; or
      - (c) is a reserve vested in an administering body that derived title to the reserve from the Crown and that would, on the application of section 25 or 27 of the Reserves Act 1977, revest in the Crown; and
    - 6.15.2 including any land that, prior to the settlement date, was obtained in exchange for a disposal of non-exclusive RFR land under [section 101(1)(c) or 102] of the Te Ātiawa settlement legislation; but

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**6: FINANCIAL AND COMMERCIAL REDRESS**

6.15.3 excluding any land within the meaning of clause 6.14.1 if, on the settlement date:

- (a) the land has ceased to be RFR land in any of the circumstances described in [section 87(2)(a) to (c)] of the Te Ātiawa settlement legislation; or
- (b) is subject to a contract formed under [section 94] of that legislation.

6.16 The right of first refusal set out in clause 6.15:

6.16.1 is to be on the terms provided by sections 114 to 143 of the draft settlement bill; and

6.16.2 in particular, will apply:

- (a) in respect of Te Kāhui, from the settlement date for a term of 172 years from the Te Ātiawa settlement date; but
- (b) only if the non-exclusive RFR land is not being disposed of in the circumstances provided by sections 125 to 132 of the draft settlement bill.

6.17 Te Kāhui acknowledge that for the period from the Te Ātiawa settlement date to the settlement date under this deed, the trustees of Te Kotahitanga o Te Ātiawa Trust may solely participate in the right of first refusal as set out in clause 6.15.

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

### **SETTLEMENT LEGISLATION**

- 7.1 The Crown must propose the draft settlement bill for introduction to the House of Representatives.
- 7.2 The settlement legislation will provide for all matters for which legislation is required to give effect to this deed of settlement.
- 7.3 The draft settlement bill proposed for introduction to the House of Representatives:
  - 7.3.1 must comply with the drafting standards and conventions of the Parliamentary Counsel Office for Government Bills, as well as the requirements of the Legislature under Standing Orders, Speakers' Rulings and conventions; and
  - 7.3.2 must be in a form that is satisfactory to Taranaki Iwi and the Crown.
- 7.4 Taranaki Iwi and Te Kāhui must support the passage of the settlement legislation through Parliament.

### **SETTLEMENT CONDITIONAL**

- 7.5 This deed, and the settlement, are conditional on the settlement legislation coming into force.
- 7.6 However, the following provisions of this deed are binding on its signing:
  - 7.6.1 clauses 6.3 and 7.4 to 7.11; and
  - 7.6.2 paragraph 1.3, 2.1.1, and parts 6 and 7, of the general matters schedule.

### **EFFECT OF THIS DEED**

- 7.7 This deed:
  - 7.7.1 is "without prejudice" until it becomes unconditional; and
  - 7.7.2 in particular, may not be used as evidence in proceedings before, or presented to, the Waitangi Tribunal, any court, or any other judicial body or tribunal.
- 7.8 Clause 7.7 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

### **TERMINATION**

- 7.9 The Crown or Te Kāhui may terminate this deed, by notice to the other, if:
  - 7.9.1 the settlement legislation has not come into force within 30 months after the date of this deed; and

**TARANAKI IWI DEED OF SETTLEMENT**

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

- 7.9.2 the terminating party has given the other party at least 40 business days' notice of an intention to terminate.
- 7.10 If this deed is terminated in accordance with its provisions:
- 7.10.1 this deed (and the settlement) are at an end; and
  - 7.10.2 subject to this clause, this deed does not give rise to any rights or obligations; and
  - 7.10.3 this deed remains "without prejudice".
- 7.11 The parties intend that if this deed does not become unconditional under clause 7.5:
- 7.11.1 the on-account payments and any payments made by the Crown to Te Kāhui on the payment date will be taken into account in any future settlement of the historical claims; and
  - 7.11.2 the Crown may produce this deed to any Court or tribunal considering the quantum of redress to be provided by the Crown in relation to any future settlement of the historical claims.
- TARANAKI IWI TRUST**
- 7.12 The settlement legislation will, on the terms provided by part 4 of the draft settlement bill:
- 7.12.1 provide that the Taranaki Iwi Trust is dissolved;
  - 7.12.2 provide that the assets and liabilities of the trustees of the Taranaki Iwi Trust vest in Te Kāhui (excluding the assets and liabilities of Taranaki Iwi Fisheries Limited);
  - 7.12.3 provide that to the extent that any asset or liability of the trustees of Taranaki Iwi Trust is owned or held subject to any charitable trusts, the asset or liability vests in Te Kāhui:
    - (a) freed of those charitable trusts; but
    - (b) subject to those trusts expressed in the deed of trust for Te Kāhui o Taranaki Trust;
  - 7.12.4 provide that upon the vesting of the shares in Taranaki Iwi Fisheries Limited of the Taranaki Iwi Trust to Te Kāhui, to the extent that any asset or liability of Taranaki Iwi Fisheries Limited is owned or held subject to any charitable purposes:
    - (a) the asset or liability is freed of those charitable purposes;
    - (b) the company's constitution is deemed to have been amended to the extent necessary to give effect to clause 7.12.4(a); and
    - (c) if that company is a tax charity for the purposes of the Inland Revenue Acts, the company ceases to be a tax charity; and

**TARANAKI IWİ DEED OF SETTLEMENT**

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

- 7.12.5 provide for various transitional arrangements in respect of the Taranaki Iwi Trust and Taranaki Iwi Fisheries Limited, including transitional taxation arrangements.

## 8 GENERAL, DEFINITIONS AND INTERPRETATION

### GENERAL

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

### HISTORICAL CLAIMS

- 8.2 In this deed, **historical claims**:

- 8.2.1 means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that Taranaki Iwi, 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:
    - (i) by, or on behalf of, the Crown; or
    - (ii) by or under legislation; and
- 8.2.2 includes every claim to the Waitangi Tribunal to which clause 8.2.1 applies that relates exclusively to Taranaki Iwi or a representative entity, including the following claims:
  - (a) Wai 152 - Taranaki Tribal claim;
  - (b) Wai 456 - Ngāti Haumia claim;
  - (c) Wai 891 - Ngā Mahanga and Ngāti Tairi claim;

## **TARANAKI IWI DEED OF SETTLEMENT**

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

- (d) Wai 1740 - Taranaki Nui Tonu claim;
  - (e) Wai 1745 - Descendants of Wiremu Kingi Te Matakatea claim; and
  - (f) Wai 1919 - Descendants of Moke claim;
- 8.2.3 includes every other claim to the Waitangi Tribunal to which clause 8.2.1 applies, so far as it relates to Taranaki Iwi or a representative entity, including the following claims:
- (a) Wai 54 - Ngā Iwi o Taranaki claim;
  - (b) Wai 126 - Ngamahanga, Ngāti Haumiti and Taranaki Iwi claim;
  - (c) Wai 131 - Taranaki Māori Trust Board claim;
  - (d) Wai 143 - Taranaki Claims (Taranaki consolidated claim);
  - (e) Wai 889 - Kaitaiaki Tangata o Te Whenua Tapu claim;
  - (f) Wai 1766 - Descendants of Te Wera and Edna Coffey claim; and
  - (g) Wai 2044 - Ngāti Haupoto claim.
- 8.3 However, **historical claims** does not include the following claims:
- 8.3.1 a claim that a member of Taranaki Iwi, or a whānau, hapū, or group referred to in clause 8.5.2, 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 8.5.1;
  - 8.3.2 a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 8.3.1.
- 8.4 To avoid doubt, this settlement does not affect the right of any group to apply for recognition of customary interests under the Marine and Coastal Area (Takutai Moana) Act 2011.
- 8.5 To avoid doubt, clause 8.2.1 is not limited by clauses 8.2.2 or 8.2.3.
- TARANAKI IWI**
- 8.6 In this deed:
- Taranaki Iwi** means the collective group or iwi comprising every person who is descended from a Taranaki Iwi ancestor and includes any individual who:
- (a) affiliates to one (1) or more of the hapū/descent groups - Ngāti Haumia, Ngāti Haupoto, Ngāti Kahumate, Ngā Mahanga a Tairi (including Ngā Mahanga and Ngāti Tairi), Ngāti Moeahu, Ngāti Tamarongo, Ngāti Tara and Ngāti Tūhekerangi; or
  - (b) affiliates to those hapū that no longer form distinct communities within Taranaki Iwi today, including, but not limited to: Ngai Wetenga, Ngāti Atua, Ngāti Mana, Ngāti Rangikōtuku, Ngāti Rangitūmāao, Ngāti Rongo, Ngāti Tamakumu, Ngāti Wharetapui, Patukai, Pōtikitaua, Pukekohatu, Puketoretore, Upokomutu and Waiotama; or

## **TARANAKI IWI DEED OF SETTLEMENT**

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

- (c) affiliates to any other such recognised hapū of Taranaki Iwi;

8.6.2 **Taranaki Iwi ancestor** means an individual who is descended from:

- (a) one (1) or more of the Taranaki Iwi Ancestors - Haumia, Haupoto, Kahumate, Manaahurangi, Moeahu, Pōtikiroa, Rangikōtuku, Rongotuhiahiata, Tairi, Tamaahuroa, Tamakumu, Tamarongo, Taratūterangi, Wetengapito and Wharetapui; or
- (b) any other such recognised primary ancestor of the hapū of Taranaki Iwi; and

who exercised customary rights at any time after 6 February 1840, predominantly in relation to the land within the Taranaki Iwi Area of Interest.

8.6.3 **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.

### **MANDATED NEGOTIATORS AND SIGNATORIES**

8.7 In this deed:

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

- (a) Jamie Grant Daniel Tuuta of Wellington, Māori Trustee;
- (b) Tokatūmoana Kevin Ross Walden of Oakura, Land Manager;
- (c) Te Whakamaharatanga Okeroa of Wellington, Consultant; and
- (d) Wayne Thomas Mulligan of Wellington, Business Consultant;

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

- (a) Tokatūmoana Kevin Ross Walden of Oakura, Land Manager;
- (b) David Allan Tamatea of Opunake, Retired;
- (c) Leanne Kuraroa Horo of Rahotū, Community Investment Advisor;
- (d) John Niwa of Waitara, Retired;
- (e) Rawinia Donna Maree Leatherby of New Plymouth, Data Analyst;
- (f) Daniel Peter Harrison of Auckland, Senior Partnership Advisor; and
- (g) Te Aroaro o Paritutu Fiona Patricia Tamati of New Plymouth, Co-Director Te Kōpae Piripono.

**TARANAKI IWİ DEED OF SETTLEMENT**

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**8: GENERAL, DEFINITIONS AND INTERPRETATION**

**ADDITIONAL DEFINITIONS**

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

**INTERPRETATION**

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

**TARANAKI IWI DEED OF SETTLEMENT**

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**SIGNED** as a deed on

**SIGNED** for and on behalf of  
**TARANAKI IWI** by the mandated signatories  
in the presence of:

---

Tokatūmoana Kevin Ross Walden

---

David Allan Tamatea

---

Leanne Kuraroa Horo

---

John Niwa

---

Rawinia Donna Maree Leatherby

---

Daniel Peter Harrison

---

Te Aroaro o Paritutu Fiona Patricia  
Tamati

**WITNESS**

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Name:

Occupation:

Address:

**TARANAKI IWI DEED OF SETTLEMENT**

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**SIGNED by TE KĀHUI O TARANAKI TRUST**  
in the presence of:

---

Tokatūmoana Kevin Ross Walden

---

David Allan Tamatea

---

Leanne Kuraroa Horo

---

John Niwa

---

Rawinia Donna Maree Leatherby

---

Daniel Peter Harrison

---

Te Aroaro o Paritutu Fiona Patricia  
Tamatı

**WITNESS**

---

Name:

Occupation:

Address:

**TARANAKI IWI DEED OF SETTLEMENT**

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

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

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Hon Christopher Finlayson

The Minister of Finance  
(only in relation to the tax indemnities)  
in the presence of:

---

Hon Simon William English

**WITNESS**

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Name:

Occupation:

Address:

**TARANAKI IWİ DEED OF SETTLEMENT**

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**Other witnesses / members of Taranaki Iwi who support the settlement**