

Te Karaka Special Edition
CROWN SETTLEMENT OFFER

**Consultation Document from the
Ngāi Tahu Negotiating Group**



**Five generations of Ngāi Tahu men and women have
grown old in the shadow of our tall trees**

Second Edition - November 1998

KARAKIA

Kia whai koutou ki te
whakawairangi i tū hangaia i te
haroharo o te rangi.
E kimi ana au i ngā kanohi o
Tāwhaki kei runga
o Māui kei raro.
Kāore ko au ko Tāwhaki,
ko Māui rānei,
kua ngaro i Te Whare o Pikitūroa
kei Whiti Reia.
Nō reira, ngā pūtake maunga, ngā
maunga whakahirahira, ngā ariki
tapu i whakamau ai i te mana a
Te Wai Pounamu,
ngā ariki kei roto i te kōpū o Te Urutī,
ara ake rā, ara ake rā, maranga mai!

Ka tirohia ngā whatu kura o te
rangi, ka hotu tonu ake te ngākau
ki te Hotu-o-te-ihi-rangi.
Ka kitea ngā take i mua i te aroaro
o te iwi.

Nō reira ngā whatu kura tukua mai
te ihi, te wehi, te mana, te tapu nō
te urunga tapu o te mātauranga o
ngā mea katoa.

Tuhia te kei o tēnei waka
whakahirahira kei runga, kei raro
kia tere ai te ihu o te waka i Te
Whare Hukahuka o Tangaroa hei
whakatau ai i te parekura,
Ko Whakamārama!

E Tāne, Haea te awa,
Putā i tua,
Putā i waho i te pakiaka o te rākau
O maere nuku,
O maere raki,
O maere o te mara whenua.
I ruka Tāne
I raro Tāne
Te Raki ihi o Tāne
Pakupaku o Tāne
Nohoanga o te ariki
Hoatu tēnei waka ki uta e!
Uira ki te Mahaanui a Māui
Ko te Ao Tākata!

E ngā uri a Raki rāua ko Pohārūa
o Te Pō,
arā ko Te Hau o Te Ope Ruaraki
me Te Hau o Te Ope o Patunuiōaio,
kawea he kōrero,
tū mai te ihi, tū mai te wehiwehi e
A hei aha rā?

Kia whakamārama ai te tirohanga a ngā
hua i whakairotia ai te waka pounamu
ki uta ki tai.
Tū ake rā tōku poupou whakairo
i te poho o tōku maunga e!

My incantations go to you my ancestors
who stand poised with excitement,
balanced upon the vault of heaven.
I am searching for the images of Tāwhaki
above and Māui below.
I am not Tāwhaki who sought
celestial knowledge,
neither am I Māui who established the
rituals for all peoples.
These were lost in the House of the
Long Standing Plumes of Ngāi Tahu.
Therefore my ancestral mountains that
glisten, my sacred lords who grasped the
authority of the Greenstone Isle and who
now lie in the womb of Te Wai Pounamu,
arise and stand before me.

You the myriad of shining stars who gaze
upon your descendants, my heart beats
ever onwards with the breaking rays of
the dawn. You see the questions that are
before the faces of the people.

Therefore my guiding lights draw closer
and instil within the ihi, wehi, mana and
tapu and all those elements that stem
from the vessel of knowledge.

Protect the prow of this canoe,
above and below so that it speeds with
safety across the foaming girdle of the
seas and let this canoe beach on the
battleground of Whakamārama!

Tāne! Tāne who created all living things.
Slash a pathway across the seas so that
my canoe may travel afar and beyond.
This canoe stems from the root of a tree
created from your loins.
It was felled according to the rituals
followed with the separation of the
heavens.
Tāne above,
Tāne below,
Tāne who brought the rays of life upon
the world and made the land free of all
restrictions - send this canoe ashore just
as lightning flashes to the Greenstone
Isle.

My chant goes to the descendants of
Raki and his wife, Pohārūa o Te Pō - the
winds from horizon and the lands of
Waitaha, carry the histories of the past to
the living so that the ihi and wehi are
aroused within.
For what purpose?

To enlighten the views of the people
who carved the greenstone canoe ashore
and upon the tides.
My carved pillar stands with pride
upon my mountain!

Te Karaka Special Edition

THE CROWN'S SETTLEMENT OFFER

A Consultation Document from the Ngāi Tahu Negotiating Group

Contents:

	PAGE
Karakia	1
Overview	3
The Hinge of History - Charles Crofts	4
A Stepping Stone into the Future - Sir Tipene O'Regan	5
The Road to Settlement	8
Settlement Stages	13
The Crown's Settlement Offer	14
A: The Apology	15
B: Aoraki	16
C: Economic Redress	17
1 Introduction	
2 Cash Compensation	
3 Deferred Selection Process (DSP)	
4 Right of First Refusal (RFR)	
5 Relativity Clause	
6 Mechanism Timelines	
D: Cultural Redress	25
1 Ownership and Management	
a) Pounamu	
b) High Country Stations	
c) Four Specific Sites	
d) Wāhi Taonga	
2 Mana Recognition	
a) Statutory Acknowledgements	
b) Deeds of Recognition	
c) Tōpuni	
d) Place Names	
3 Mahinga Kai	
a) Nohoanga	
b) Customary Fisheries Management	
c) Taonga Species Management	
d) Coastal Space	
4 Management Input	
a) Statutory Adviser Roles	
b) Dedicated Memberships	
c) Department of Conservation Protocols	
d) Resource Management Act Implementation	
e) Heritage Protection Review	
E: Non-Tribal Redress	45
1 Ancillary Claims	
2 South Island Landless Natives Act 1906 (SILNA)	
Background	
• Te Rūnanga o Ngāi Tahu	49
• The Negotiators	55
• The History of Te Kerēme	
• A Long Time Coming	59
• The 'Nine Tall Trees'	63
• Draft Deed of Settlement	67

OVERVIEW

The Crown has made a formal offer to settle Ngāi Tahu's long-standing Treaty Claim dating back to last century.

Since the Heads of Agreement was signed last October, another eleven months of intense negotiations have resulted in the Crown's Settlement Offer that is now to be considered by Ngāi Tahu Whānui, and decided upon by Te Rūnanga o Ngāi Tahu.

In brief, the settlement proposal includes the following:

- **Apology** – The Crown's apology is fundamental to the settlement. It acknowledges the validity of the claims that our people have made over seven generations. It begins the positive process of rebuilding, whilst not forgetting the past. The Apology marks the end of the grievance period. The healing process can begin.
- **Aoraki** – Aoraki is the jewel in Ngāi Tahu's landscape. It is the taonga that will represent the restoration of Ngāi Tahu's mana, and reassert the commitment of Ngāi Tahu and the Crown to the Treaty partnership. The Crown is to return title to the maunga to the tribe. We are, in turn, to gift Aoraki to the people of New Zealand as an enduring symbol of Ngāi Tahu's commitment to co-manage with the Crown areas of high historical, cultural and conservation value.
- **Economic Redress** – comprises the Ngāi Tahu Settlement amount of \$170 million cash, \$10 million of which was paid 'On-Account' in June 1996, and another \$10 million of which will be paid when the settlement legislation is introduced. Interest will be paid on this amount from October 1996 to payment date. The Economic Redress also includes mechanisms that give Ngāi Tahu the right and opportunity to buy

certain Crown assets (the Deferred Selection Process and the Right of First Refusal). These allow the tribe to buy the assets that best enable it to fund its social and cultural development. Finally, if future settlements are large relative to Ngāi Tahu's settlement amount, then a 'Relativity Clause' provides for 'top-up' payments to ensure the tribe's relative position is maintained.

- **Cultural Redress** – Ngāi Tahu's ability to express its traditional relationship with the natural environment and to exercise its kaitiaki responsibilities has been drastically eroded over the last 150 years. The Cultural Redress elements of the Crown's Settlement Offer provide us with unique opportunities to see the iwi's mana over taonga resources and areas of land recognised and given practical effect in day-to-day management. Nohoanga will provide enhanced access to mahinga kai, while dual place names and new mechanisms, such as Tōpuni, will again stamp Ngāi Tahu's presence on the landscape.
- **Non-Tribal Redress** – comprising claim-specific redress in respect of every non-tribal Ancillary and SILNA Claim which was upheld by the Waitangi Tribunal. This redress will be delivered to the descendants of the original beneficiaries of each of those Ancillary and SILNA Claims. The Ngāi Tahu Negotiators have worked hard to ensure that no individual property rights will be adversely affected by the tribal settlement.

Ngāi Tahu now has the opportunity to relegate its grievances to the past, and to create a new future. This Special Edition of Te Karaka explains how, by providing details of the major elements of the Crown's Settlement Offer.

THE HINGE OF HISTORY

by Charles Crofts

E ngā maramara o Ngāi Tahu, e noho ana i runga i ngā motu nei o Aotearoa, Te Wāhi Pounamu whiti atu ki Wharekauri, tēnā koutou, tēnā koutou, tēnā koutou katoa.

Kia ora rā i runga i ngā manaakitanga a te runga rawa – e taua mā, e poua mā, e hine mā, e tama mā, tēnā rā koutou. E ngā uri o ngā tīpuna kua whetūrangitia, tēnā rā koutou katoa. E hoa mā te whai kupu atu



remember our tīpuna who named every mountain, lake and stream in Te Wai Pounamu. Generations of Ngāi Tahu have devoted their lives to the pursuit of justice, to Te Kerēme.

The Crown's Settlement Offer gives us the opportunity to achieve the aspirations of our tīpuna who met at Te Umukaha (Temuka) in 1907 to discuss Te Kerēme. Their hui manifesto stated: "Me whai huri te iwi he whakamana i ngā mahi o Te Kerēme - The people must have determination, in order to give effect to the Claim."

Ninety years later you, as a member of Ngāi Tahu Whānui have, for the first time in our history, the chance to have your say regarding the settlement of our Claim.

As Kaiwhakahaere, I urge you to inform yourselves about the Crown's Settlement Offer. To assist you, the Ngāi Tahu Negotiating Group will be holding consultation hui throughout New Zealand. This consultation is an important part of the decision-making process of Te Rūnanga o Ngāi Tahu. As we look to the future, influenced by the events of our past, let us ensure that the decision which is made is the best one for ourselves and our mokopuna.

Should Te Rūnanga o Ngāi Tahu decide to accept the Crown's Settlement Offer we will liberate future generations from carrying the heavy burden that has for so

The Crown's Settlement Offer gives us the opportunity to reaffirm our mana and to rebuild our asset base.

nei i ngā mōrehu uriuri a ō tātou tīpuna o Ngāi Tahu e noho nei i runga i ngā motu nei. Tēnā rā koutou, tēnā rā koutou katoa.

Welcome to this Special Edition of Te Karaka, designed to explain the formal Crown offer to settle Te Kerēme (the Ngāi Tahu Claim). It contains information which will help you express your views in an informed way to Te Rūnanga o Ngāi Tahu.

The decision that the tribe is about to make will have a profound influence on the shape of our future as a people.

Each successive generation has become kaitiaki of Te Kerēme. As we stand on the threshold of this decision it is important to

long been borne by ourselves and our tīpuna. The Crown's Settlement Offer gives us the opportunity to reaffirm our mana and to rebuild our asset base so as to further develop ourselves as a people. All of the Principals of the Ngāi Tahu Negotiating Group unanimously recommend that the tribe accepts the Crown's Settlement Offer.

"Mō tātou, ā, mō kā uri ā muri ake nei"

A handwritten signature in black ink, appearing to read 'C Crofts'.

Charles Crofts

Kaiwhakahaere, Te Rūnanga o Ngāi Tahu

A STEPPING STONE INTO THE FUTURE

by Sir Tipene O'Regan

Ngāi Tahu, Tēnā Koutou.

These past two years have been momentous enough in themselves. Now we confront the biggest decision in our history.

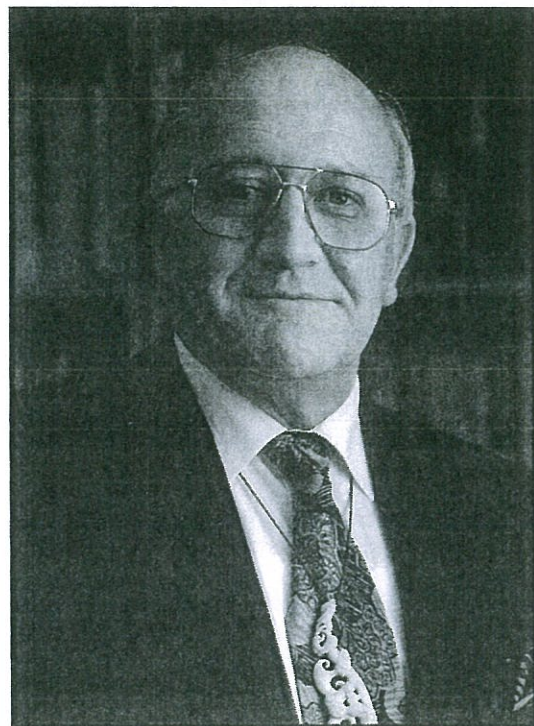
In 1996 we finally achieved our autonomy as a people: complete control over our own affairs. With the passing of *Te Rūnanga o Ngāi Tahu Act*, we again became free as a people – free to conduct our own tribal affairs, free of the State bureaucracy, free of governmental paternalism – answerable only to ourselves.

Later, in the same year, we entered into a *Heads of Agreement* with the Crown for the settlement of the Ngāi Tahu Claim. Before this we had concluded an interim 'On-Account' Settlement which, among other things, promised to return our treasured Pounamu. This year the Crown has fulfilled that promise and the Pounamu is ours, a treasure that will help to sustain our ancient culture as few things can. Its return marks the beginning of a new chapter in our story.

Our generation now confronts an enormous and historic challenge. We have a choice that our earlier generations never had. As they laboured down the

"The opportunity to lay our past to rest is both a thing of joy and a thing of fear - joy in our belief that what our tūpuna could only dream, we might achieve; and fear that we might fail to achieve it."

Now, two years later, that opportunity at last confronts us. The choice must now be made.



The question is whether the cash compensation is sufficient for us to build on. It is the unanimous view of the Ngāi Tahu Negotiators that, together with the 'bolt-ons', it is indeed sufficient.

years in their never-ending struggle with the Crown they could only have dreamed of that which is now before us.

The question of accepting the Crown's Settlement Offer is one on which all adult Ngāi Tahu on the tribal register can have their say. Once the views of the people are known, the responsibility for the final decision will rest upon Te Rūnanga o Ngāi Tahu.

In the 1995 Annual Report of the old Ngāi Tahu Māori Trust Board, I looked forward to the prospect of a Claim settlement and said:

As I look into the eyes of my mokopuna, I reflect that the Ngāi Tahu Claim is now seven generations old. In many ways it has become our culture, a culture of grievance. In that sense the Claim, *Te Kerēme*, is a taniwha, a monster that has consumed our tribal lives down through the years as generation after generation has struggled for 'justice'.

At the same time, though, that struggle has bonded us together in a special way. It has shaped our tribal organisation over the years and given us a focus that other tribes have not had. Despite language loss and

cultural deprivation, we have been able to hold together a cultural core of whakapapa and identity. We have, on the whole, stayed close to our ancestral lands and coasts. Those that have moved away stay in touch with that core and every year more and more of them re-connect with us.

It is important, as we stand at this historic juncture, that we should remember those who have helped to bring us here. The generations of our old people who travelled from hui to hui, year in year out, debating and petitioning, raising their meagre funds and going without: it was they who kept the Ngāi Tahu Claim breathing. It was they who handed it on to our generation.

But they did not hand it on to us so we could, in our time, just keep it breathing. They kept the Claim alive so that it could one day be resolved, so that it would end. In many ways it is more comforting to keep a grudge going. That way we can always blame others for our troubles. It saves us from facing uncomfortable new challenges. However, we did not inherit the tradition of

the opportunity, if we use them wisely, to re-establish an economic base for the tribe. Your negotiators believe that a substantial growth in value can be achieved. Ngāi Tahu now has considerable experience in this area.

By 1990, when we had finished funding the long Tribunal process, we had less than \$100,000. Only seven years later, the Ngāi Tahu balance sheet shows a net worth of some tens of millions of dollars. This has, in part, been achieved by careful use of the Ngāi Tahu Land Bank, which in some ways is a precursor to the Right of First Refusal contained in the Crown's Settlement Offer.

By contrast, the risks and costs of continuing the struggle in the hope of winning 'justice' are just too high, given that there is an opportunity to achieve the result another way. What we have to give up, however, if we are to take the settlement route, is the old notion of *utu* - '*an eye for an eye, a tooth for a tooth*'. As I have said before, 'justice' in that sense is simply not available to us. The settlement proposal

Importantly, the offer includes redress items that clearly intend to acknowledge and affirm our mana as a people, and our mana over the landscape and resources of Te Wai Pounamu.

the Ngāi Tahu Claim as a 'comfort rug' to be passed on to our young. It was handed on to us for a purpose: that we might find an answer.

The findings of the Waitangi Tribunal and the subsequent studies clearly show that Ngāi Tahu's losses, arising from the Crown's failure to honour its contractual duties, have been enormous. Our own estimate puts those losses at more than \$20 billion in economic terms alone. It is clear that 'justice' at that level is simply not available to us. What then should we accept?

When we entered into negotiations in 1996 we maintained that the Crown's proposal of \$170 million was, *in itself*, simply not acceptable. We looked to what we called 'bolt-ons' - the associated rights over Crown assets - as the way in which we could enhance our ability to grow a realistic future economic base.

The point is that, for this settlement proposal to realise its full potential, we will have to grow the value ourselves. The cash compensation, plus the 'bolt-ons', give us

we put before you can only work through our own efforts and our own skills.

Whether the assets and the other redress included in the Crown's Settlement Offer will comprise the '*sufficient redress*' that the Tribunal spoke of in its report will be up to us. The question is whether the cash compensation is sufficient for us to build on. It is the unanimous view of the Ngāi Tahu Negotiators that, together with the 'bolt-ons', it is indeed sufficient.

However, like the Claim itself, the Crown's Settlement Offer addresses much more than the economic aspects of Ngāi Tahu's loss. Importantly, the offer includes redress items that clearly intend to acknowledge and affirm our mana as a people, and our mana over the landscape and resources of Te Wai Pounamu.

Significantly, the Crown acknowledges, by way of formal Apology, the validity of the Claims that our people have made over seven generations.

The Cultural Redress elements of the



The Hon. Douglas Graham presenting the Crown's Settlement Offer to Sir Tipene O'Regan

Crown's Settlement Offer recognise and provide for our close spiritual relationship with the natural environment, creating many opportunities to re-establish and strengthen those special associations. They include enhanced access to mahinga kai resources and greater recognition of our values in management and planning processes.

The Non-Tribal Redress provides for the many claims by individuals that were also heard by the Waitangi Tribunal. These private claims are completely separate from the collective Ngāi Tahu Claim, Te Kerēme. As many of you know, however, the lack of Crown motivation to resolve these issues and the drawn-out processes of the under-resourced Māori Land Court have generally resulted in these claims remaining unresolved. It is with some satisfaction that we were able to secure through the negotiations a firm Crown commitment to provide the resources necessary to resolve of all of these claims within a specified time.

The return to us of title to Aoraki, our tupuna maunga, is also a very significant component of the Crown's Settlement Offer. Ngāi Tahu will in turn gift our mountain to the people of New Zealand as an enduring symbol of our commitment to the co-management with the Crown of areas of high historical, cultural and

conservation value. Like the Crown Apology, it is a potent symbol of the new era that we are now entering.

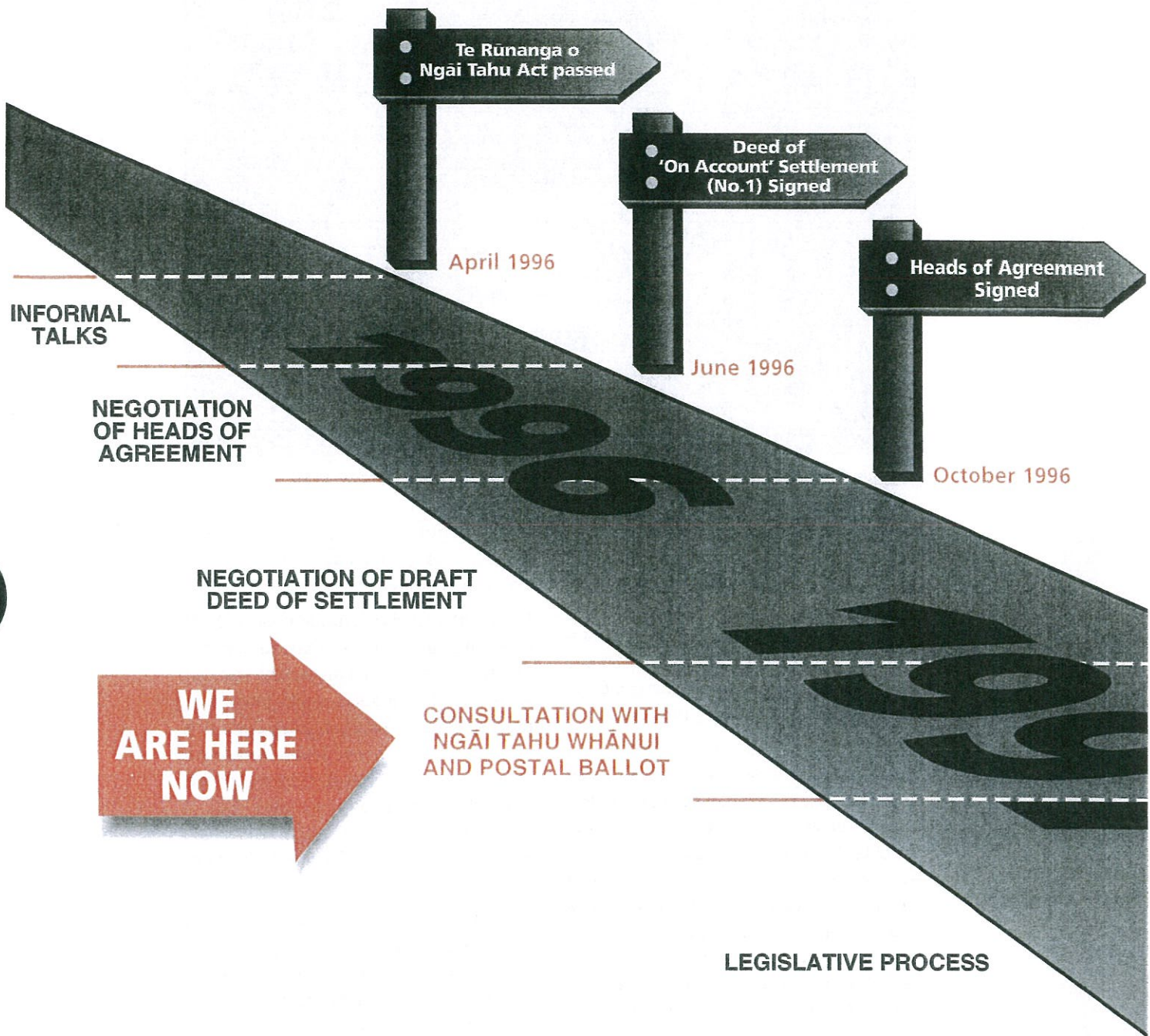
It is important that you, as members of Ngāi Tahu Whānui, recognise that the Crown's Settlement Offer is not an end in itself, but rather that it represents a stepping stone into the future. We might simply gaze at it from the safety of the shore, wondering where it leads but never knowing, or we can find the courage to take that step. It will certainly take us beyond what we see, at a first glance, in the Crown's Settlement Offer.

The Ngāi Tahu Negotiating Group unanimously recommends that you vote 'in favour' of the Crown's Settlement Offer. It is now the time for Ngāi Tahu to take full control of its own destiny. As a people we can only do this if we are prepared to lay to rest the great taniwha - Te Kerēme - the Claim of our ancestors, and if we are prepared to take this bold step into the future.

Nāu te mana

Sir Tipene O'Regan
Chairman, Ngāi Tahu Negotiating Group

THE ROAD TO SETTLEMENT



The ten years leading up to the passing of Te Rūnanga o Ngāi Tahu Act in April 1996 saw the following events:

1986	Wai 27 claim filed with the Waitangi Tribunal
1987 to 1989	Waitangi Tribunal hearings
1991 (February)	Waitangi Tribunal Report on Wai 27 land claims
1991 (September)	Negotiations between Ngāi Tahu and Crown begin
1992 (August)	Waitangi Tribunal Sea Fisheries Report
1994 (August)	Crown suspends negotiations with Ngāi Tahu Crown's 'Fiscal Envelope' announced
1994 (December)	Ngāi Tahu litigation begins
1995 (May)	Waitangi Tribunal Ancillary Claims Report
1996 (February)	First steps to re-establish negotiations
1996 (April)	Passing of Te Rūnanga o Ngāi Tahu Act

CROWN'S SETTLEMENT OFFER MADE

- Ngāi Tahu (Pounamu Vesting Act) Passed

September 1997

BALLOT
CLOSES
7 NOVEMBER

- Te Rūnanga o Ngāi Tahu decides on Crown offer

- Deed of Settlement signed

- Ngāi Tahu Settlement Bill introduced

- 'On Account' Settlement (No.2)

November 1997

- Settlement Act Passed

- Te Rūnanga Approval

- Order in Council

- Settlement takes Place

March - May 1998

1998

• Crown's Settlement Offer

The Crown's Settlement Offer, received on 23 September 1997, covers the full range of claims comprised in 'The Nine Tall Trees'. The offer document is some 1800 pages long. Copies may be viewed at all Papatipu Rūnanga and main public libraries, and can be obtained, on application, from Ngāi Tahu Group Management (0800 30-40-70).

This publication is designed to give those members of Ngāi Tahu Whānui who are 18 years of age and older, and enrolled on the Register of members as at 3 October 1997, information about the Crown's Settlement Offer. This will enable them to express their views to Te Rūnanga o Ngāi Tahu by postal ballot.

• Decision Time

It is not easy to let go of such a long-standing grievance as Te Kerēme. There will be many questions to think about. This Special Edition attempts to identify some of those questions and to provide clear answers. It contains a summary of the Crown's Settlement Offer contained in the draft Deed of Settlement of 23 September 1997.

The tribe has reached a watershed. The decision which will soon be made will – if it is *"in favour"* – bring about fundamental changes to Ngāi Tahu.

The time-line on the previous pages shows the significant progress that was made following the passing of Te Rūnanga o Ngāi Tahu Act on 24 April 1996. It also shows the sequence of steps yet to be taken if Te Rūnanga o Ngāi Tahu accepts the Crown's Settlement Offer in November of this year.

• What Happens Next?

Consultation Hui

This publication will be supplemented by a series of regional consultation hui. At these gatherings, members of the Ngāi Tahu Negotiating Group will make a presentation and will answer your questions.

Consultation hui will take place at the following places from 10.00am to 3.00pm

(see box). Confirmation of dates and venues and any changes will be advertised in local newspapers:

Invercargill – Stairs Reception Centre
Saturday, 11 October 1997

Dunedin – Otago Polytechnic
Student Centre
Sunday, 12 October 1997

Hokitika – Kiwi Rugby Clubrooms
Saturday, 18 October 1997

Christchurch – Ngā Hau e Whā
National Marae
Sunday, 19 October 1997

Kaikōura – Kaikōura High School
Saturday, 25 October 1997

Wellington – Quality Hotel Willis St
Sunday, 26 October 1997

Hastings – Kahuranaki Marae,
Te Hauke
Monday, 27 October 1997

Rotorua – THC Rotorua
Saturday, 1 November 1997

Auckland – Waipuna International
Conference Centre
Sunday, 2 November 1997

Whangarei – Forum North,
Main Council Buildings
Monday, 3 November 1997

Your Views – The Ballot

A ballot form will be sent to every person who is 18 years of age and over and enrolled on the Register of members of Ngāi Tahu Whānui as at 3 October 1997. The ballot paper will ask you to indicate whether you are in favour of the Crown's Settlement Offer or not.

Ballot forms must be posted by 7 November 1997. The Helpline (0800 30-40-70) will remain open for queries on the Crown's Settlement Offer and the ballot until that date.

Returned ballot papers will be counted by independent auditors, Deloitte Touche Tohmatsu. Your views will be confidential, and all ballot forms will be destroyed subsequently.

Decision of Te Rūnanga o Ngāi Tahu

The auditors will report the result of the ballot to the Ngāi Tahu Negotiating Group, who will then report the result to Te Rūnanga o Ngāi Tahu. The Negotiating Group will fully brief the 18 Rūnanga Representatives on the Crown's Settlement Offer.

Te Rūnanga o Ngāi Tahu will then have the responsibility of making the final decision.

If Te Rūnanga o Ngāi Tahu decides not to accept the offer, then the prospects for advancing the Claim will be uncertain. The present government would be unlikely to re-enter negotiations, and whether a future government would be prepared to negotiate a better package is simply unknown. Even if successful, litigation could only deliver some measure of Cash Compensation, but no Cultural Redress. The Courts could not provide redress for mahinga kai, the Ancillary Claims or any of the multitude of other details which have emerged from the negotiations, and which are contained in the Crown's Settlement Offer.

Should Te Rūnanga o Ngāi Tahu decide to accept the Crown's Settlement Offer, the next steps will be those set out in the timeline on the previous pages. These stages would include the formal signing of the Deed of Settlement between Ngāi Tahu and the Crown and the introduction to Parliament of the Settlement Legislation. This would happen in late November of this year.

Settlement Legislation

Complex legislation will be needed to implement the Crown's Settlement Offer. The Crown will, of course, not take any part in the deliberations of Ngāi Tahu Whānui and Te Rūnanga o Ngāi Tahu. However, it has decided that, in order to save time in the event of Te Rūnanga o Ngāi Tahu accepting the offer, preparation of the legislation should begin now.

The Settlement Legislation will be drafted by Parliamentary Counsel's Office. Ngāi Tahu's lawyers and other members of the Ngāi Tahu Negotiating Group will be closely involved with the development of the draft legislation. The Ngāi Tahu Negotiating Group will have the opportunity to check the draft Bill and ensure that it matches the requirements of the Deed of Settlement. To protect the tribe against any last minute changes to the terms of the settlement, the Bill will not be introduced into Parliament until it has the approval of Te Rūnanga o Ngāi Tahu.

Once introduced, the Bill would pass through all of the normal stages: First Reading, Second Reading, consideration by Select Committee, Report Back to the House, deliberation by Committee of the whole House and Third Reading. Following the Third Reading the Bill would be enacted. However, the Act would not come into force until such time as Te Rūnanga o Ngāi Tahu confirms that there has been no alteration to the Bill, as introduced into Parliament, which would be detrimental to Ngāi Tahu's interests. Once that confirmation is given, an Order-in-Council would be made, bringing the Settlement Act into force and at that point, the Ngāi Tahu Claim would be settled.

The decision that is to be made is of vital importance to our tribe and to future generations of Ngāi Tahu.

The Principals of the Ngāi Tahu Negotiating Team unanimously recommend that members of Ngāi Tahu Whānui signify their approval of the Crown's Settlement Offer by voting "in favour" of accepting the offer in the postal ballot.



Te Hauraraka Manakore Pitama

SETTLEMENT STAGES

The Crown's Settlement Offer has three delivery phases:

- *The Deed of 'On Account' Settlement dated 14 June 1996, which included \$10 million, the vesting of Pounamu and the vesting of Tūtaepatu Lagoon (none of which depends on acceptance of the Crown's Settlement Offer)*
- *A further non-refundable \$10 million, payable on signing of the Deed of Settlement*
- *The comprehensive package contained in the Crown's Settlement Offer of 23 September 1997*

Deed of 'On-Account' Settlement, 14 June 1996

The Deed of 'On-Account' Settlement brought an immediate payment of \$10 million to Te Rūnanga o Ngāi Tahu. It also provided for the vesting of all Pounamu within the Ngāi Tahu rohe in Te Rūnanga o Ngāi Tahu, and the vesting of the Tūtaepatu Lagoon in Te Rūnanga o Ngāi Tahu. This vesting included a gift of \$250,000 to be used in restoring the ecology of Tūtaepatu Lagoon wetlands,

and a further \$50,000 as a contribution to the cost of preparing a management plan for the area. All of this redress remains with Ngāi Tahu whether or not the tribe accepts the Crown's Settlement Offer.

The return of Pounamu and Tūtaepatu Lagoon both required legislation.

The Ngāi Tahu (Tūtaepatu Lagoon Vesting) Bill will shortly be introduced to Parliament.

The Ngāi Tahu (Pounamu Vesting) Act 1997 became law on 25 September 1997. Ngāi Tahu once again owns its Pounamu. The Ngāi Tahu Negotiating Group believes that the delivery by the Crown on its promise to return Pounamu is a very significant pointer to the future. It demonstrates the Crown's determination to act honourably in resolving the Ngāi Tahu Claim. It bodes well for the overall settlement, should Te Rūnanga o Ngāi Tahu decide to accept the offer.

Further 'On-Account' Payment of \$10 million

The Crown's Settlement Offer provides that, if it is accepted, a further on-account payment of \$10 million will be made immediately. Just as for the first on-account payment, this sum would not be refundable to the Crown if the Deed of Settlement is

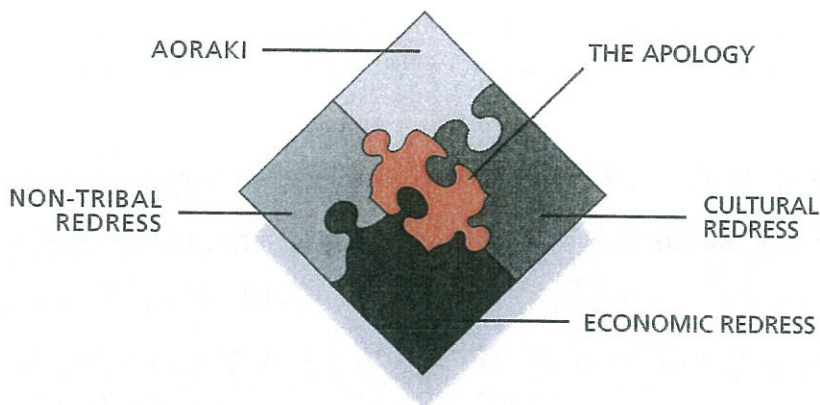
signed but does not come into force. This would happen if the Settlement Legislation failed to complete its journey through Parliament or was changed in such a way as to be detrimental to Ngāi Tahu Whānui.

THE CROWN'S SETTLEMENT OFFER

All of the elements of the package detailed in the Crown's Settlement Offer and summarised in the following pages, would come into effect after the passing of the Settlement Legislation and Te Rūnanga o Ngāi Tahu approving the form of that legislation.

- **The Apology** – A critical component of redress
- **Aoraki** – Recognition of Ngāi Tahu's mana
- **Economic Redress** – Dealing with the major economic compensation elements and the right that Ngāi Tahu has to use that money to acquire Crown assets
- **Cultural Redress** – Comprising enhanced status, new roles and affirmations of existing rights, as a way of recognising Ngāi Tahu mana and reflecting it in future management, particularly in the restoration of mahinga kai
- **Non-Tribal Redress** – Ancillary Claims that are the private claims of individuals and family groups, and SILNA claims arising out of the South Island Landless Natives Act 1906

THE SETTLEMENT JIGSAW

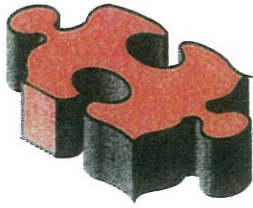


The Ngāi Tahu 'A-Team' Negotiators



Back: left to right: Edward Ellison, Trevor Howse and Kuao Langsbury
Front: Charles Crofts and Sir Tipene O'Regan
Insert: Rakihia Tau (Jnr)

• The Apology



One of the most important aspects of the Crown's Settlement Offer is a formal apology by the Crown. The wording was given much thought by both parties.

The Crown will include a formal apology as part of the Deed of Settlement and the Settlement Legislation to acknowledge that Ngāi Tahu has suffered grave injustices which significantly impaired its economic, social and cultural development.

In the Apology "the Crown expresses its profound regret and apologises unreservedly" for the suffering and hardship caused to Ngāi Tahu. Importantly, the Apology confirms the validity of the Ngāi Tahu Claims, which have been borne by seven generations. The Crown seeks to atone for these acknowledged injustices on behalf of all New Zealanders and will also apologise publicly.

The Apology is in both Māori and English, and acknowledges that the Crown acted "unconscionably and in repeated breach of the principles of the Treaty of Waitangi in its dealings with Ngāi Tahu in the purchase of Ngāi Tahu land".

The Crown recognises that it "failed to act towards Ngāi Tahu reasonably and with the utmost good faith, consistent with the honour of the Crown" and failed to "preserve and protect Ngāi Tahu's use and ownership of such of their land and valued possessions as they wished to retain".

With the historical grievances settled, the Crown wants to "begin the process of healing and to enter a new age of co-operation with Ngāi Tahu".

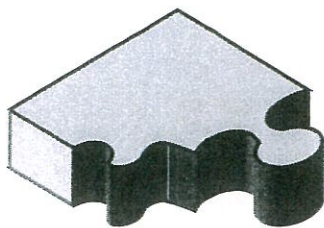
The Crown also acknowledges that the Settlement does not "diminish or in any way affect the Treaty of Waitangi or any of its Articles or the ongoing relationship between the Crown and Ngāi Tahu ... or undermine any rights under the Treaty..." It also acknowledges that by agreeing to the settlement Ngāi Tahu will be "forgoing a substantial part of the redress sought" and this is recognised as a contribution to the development of New Zealand.

THE APOLOGY: Question & Answer

Q: Why is the Crown making an apology?

A: Receiving an apology for misdeeds, however long ago, is always the first step in the healing process. It is a very important part of the Deed of Settlement, and will go a long way with our elders to atone for the past. It does not mean we forget the past, but it gives the Crown an opportunity to make amends, and for Ngāi Tahu and the Crown to move on with the healing process. It is also something that could only have been obtained through a negotiated settlement. No legal process could bring about such an opportunity for reconciliation. To some Ngāi Tahu this is the most important part of the settlement.

• Aoraki



In a significant gesture, the Crown has agreed to include in its Settlement Offer the return of Aoraki to Ngāi Tahu. The tribe will gift Aoraki to the Nation as an enduring symbol of Ngāi Tahu's commitment to the co-management of areas of high historical, cultural and conservation value.

The first step in the process would be for the Crown to vest the title to Aoraki in Te Rūnanga o Ngāi Tahu. This title will confirm Ngāi Tahu's special relationship with the mountain and all that it represents, and in particular Aoraki's pivotal role in our southern creation stories.

We know that it is Aoraki, along with his brothers, who brought his great waka down from the heavens in order to visit their step-mother, Papatūānuku. When attempting to return to the heavens some time later, Aoraki misquoted his karakia and the canoe fell back into the water and turned over onto its side.

As the brothers moved on to the back of the overturned canoe they turned to stone, and they remain there today as the principal mountains in the Southern Alps, with Aoraki being the highest. It is for this reason that Ngāi Tahu knows the South Island as 'Te Waka o Aoraki'.

The second step in this process would be for Te Rūnanga o Ngāi Tahu then to gift the title to the mountain to the Nation, both

to ensure that the mountain remains within the National Park, and also as an enduring symbol of the tribe's commitment to the co-management of areas of high historical, cultural and conservation value with the Crown.

As additional redress, Ngāi Tahu would also receive a number of mechanisms that provide for greater tribal input into the management of the mountain and its immediate surrounding area. These mechanisms, which are described in greater detail later (see *Cultural Redress – Mana Recognition*) include a Statutory Acknowledgement, a Deed of Recognition, a Tōpuni, and a role as Statutory Adviser.

The mountain would also be renamed Aoraki / Mount Cook, and will be the only name in the Crown's Settlement Offer that has the Māori name before the European one. This name change would flow on to the village which would be known as Aoraki / Mount Cook Village, and to the national park itself which would become known as the Aoraki National Park.

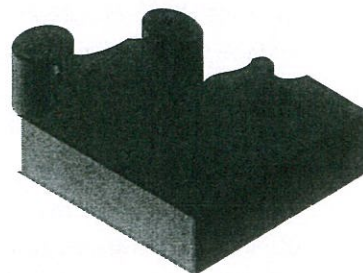
AORAKI: Question & Answer

Q: Doesn't the gifting by Ngāi Tahu of the mountain to the Nation make this redress worthless?

A: Firstly, the proposed redress would restore Ngāi Tahu's ownership of Aoraki, recognising the tribe's mana over, and relationship with, the area. The very act of gifting the mountain to the people of New Zealand confirms that the person making the gift has the mana, or power, to do so. The other elements of the redress relating to Aoraki would ensure that Ngāi Tahu's relationship with the mountain is forever recognised and would also ensure an active and ongoing role for Ngāi Tahu in the management of the area.

• Economic Redress

The Economic Redress component of the Crown's Settlement Offer – cash and mechanisms – gives Ngāi Tahu the capacity, right and opportunity to re-establish its tribal asset base. This asset base provides the platform to generate the funds required for the tribe's social and cultural development.



1. Introduction

Ngāi Tahu's economic losses from the Crown's land purchases of last century have been valued at more than \$20 billion in economic terms.

The Crown's Settlement Offer is clearly much less than this amount. However, in deciding whether the Crown's Settlement Offer is acceptable, it is important to ask:

- is the offer 'sufficient' to re-establish the tribe's economic base, in order for it to fund Ngāi Tahu's social development?
- can the tribe do better by other means, and would these be more or less risky than the present Settlement Offer? If the tribe could do better, when could these alternatives be achieved, and would they deliver cultural redress – such as mahinga kai – as well as economic redress?

The Ngāi Tahu Negotiators believe that the \$170 million, with the 'bolt-ons', is sufficient redress to re-establish an economic base for the tribe.

2. Cash Compensation

The amount of cash in the Crown's Settlement Offer is the Ngāi Tahu Settlement Amount of \$170 million made up as follows:

- a \$10 million non-refundable payment which was made 'on-account' in June 1996, to show the Crown's commitment to achieving a final settlement
- a second \$10 million non-refundable 'on-account' payment, when and if Te Rūnanga o Ngāi Tahu accepts the Crown's Settlement Offer
- the balance of \$150 million, payable once the Settlement Legislation is passed


Deed Sections
2 and 7



'On Account' 1
(June 1996)



'On Account' 2
(November 1997)



Balance of
Ngāi Tahu Settlement
Amount when Settlement
Legislation passed



Interest
(\$15m Approx.)



Accumulated Rentals
(Up to \$20m)



UP TO \$205m CASH COMPENSATION

Interest is to be paid on the Ngāi Tahu Settlement Amount between October 1996, when the Heads of Agreement was signed, and the date that the cash is paid. Should the Settlement Legislation be passed in March 1998, interest totalling around \$15 million would be payable.

Since 1989, when the Crown sold its commercial forestry assets (but not the land beneath them), the rentals paid on the Crown Forestry Licence (CFL) lands have been accumulating. If Ngāi Tahu chooses to buy any CFL land assets in its rohe under the DSP (see below), then the tribe will also receive **accumulated rentals** that are presently held by the Crown Forestry Rental Trust, and the Crown, in respect of those lands. Around \$20 million would be available to the tribe in this way.

3. Deferred Selection Process (DSP)

The Deferred Selection Process (DSP) mechanism allows the tribe to buy, if it wants to, Crown assets from a defined 'pool', within 12 months of Settlement Legislation being passed up to a total value of \$250 million. By doing so, the tribe has an opportunity to buy a range of assets, in a number of economic sectors and locations, that best produces the income required for social development.

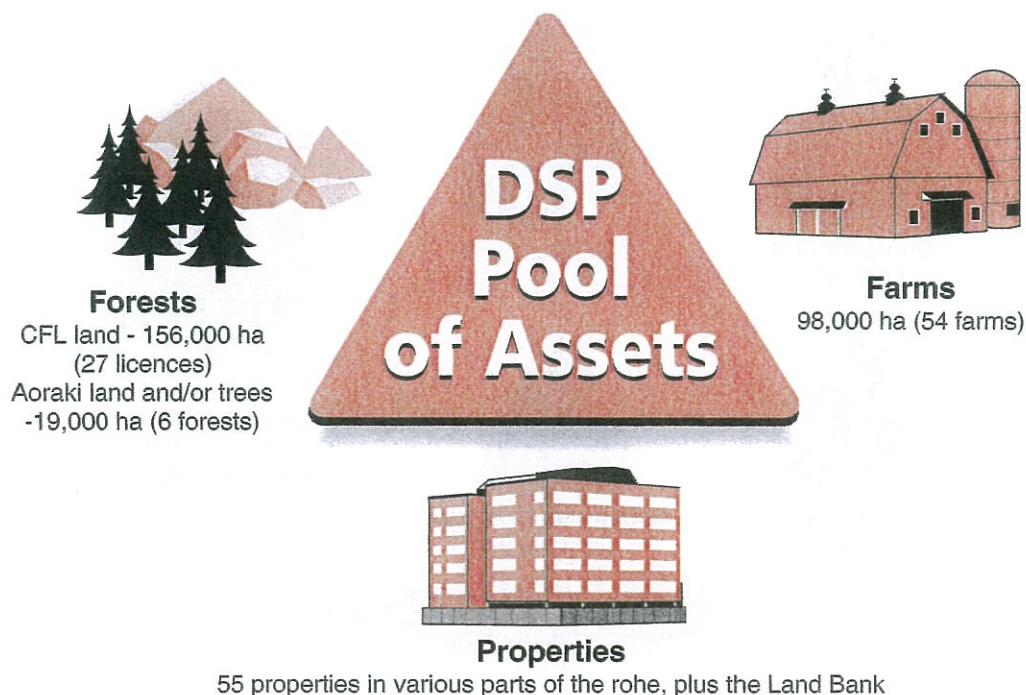
There are a number of **Pre-Selected Assets** that have already been selected for purchase from the Crown should the Settlement Offer be accepted. Once the tribe has bought these pre-selected assets, including the High Country Stations, the tribe can use the remaining Cash Compensation to buy other available Crown assets of its choosing. The pre-selected assets are:

- the High Country Stations (see *Cultural Redress - Ownership and Control*)
- assets in the Ngāi Tahu 'Land Bank'
- eight other properties, such as properties currently owned by Telecom in Christchurch and Queenstown

The 'Land Bank' was set up in 1991 as a protection for Ngāi Tahu while the Claim was still outstanding. As Crown agencies wanted to sell surplus lands the tribe had an opportunity to place those lands in the Land Bank, to ensure they were available for use in a settlement. The tribe has also been able to buy certain assets out of the Land Bank with its own money since 1994.

The **range of assets** in the DSP pool includes:

- 55 commercial properties, including for example, the Christchurch and Dunedin Police stations



- 54 farms in the Ngāi Tahu rohe currently owned by Landcorp
- certain Crown forestry assets in the rohe, including six Aoraki commercial forests, and 27 areas of Crown Forestry Licence (CFL) land

The DSP pool provides the tribe with access to land and property assets, and the forestry and farming sectors. *Ngāi Tahu can choose to buy these assets, whether the Crown wishes to sell them or not.* However, some of the properties are still required for use by the Crown, such as Police and Courts sites in Christchurch and Queenstown, for example. These properties will then be leased back to the Crown at market rentals. As these leases are with high quality tenants, they should produce a sound cash flow.

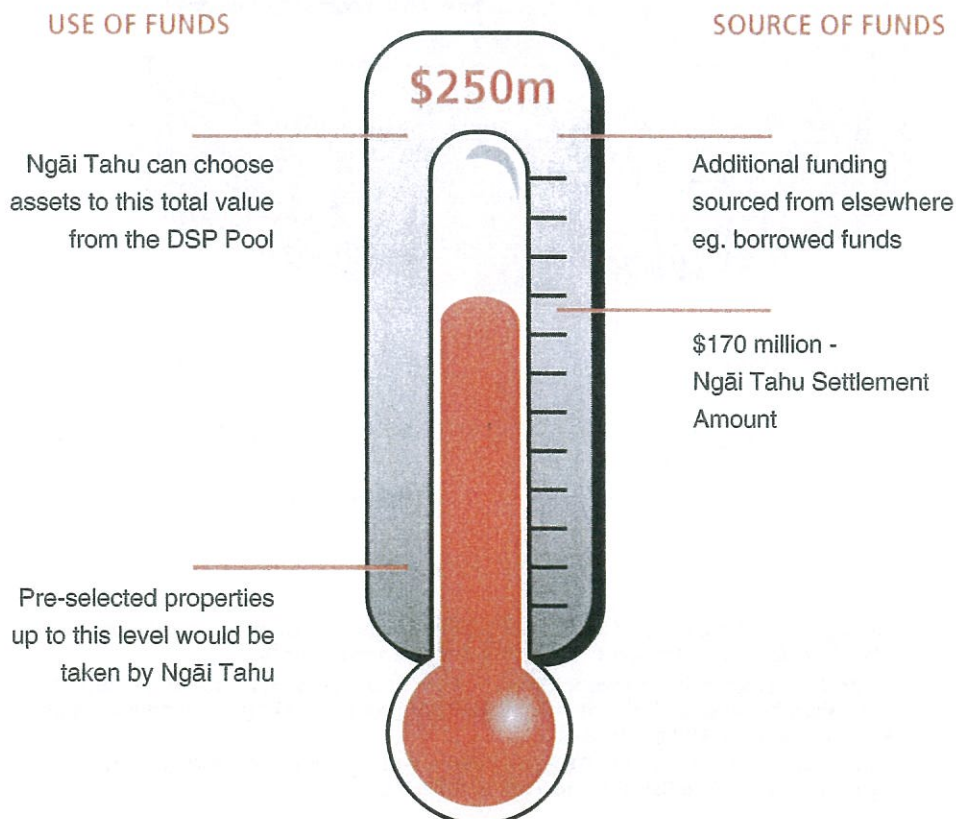
In respect of the Aoraki forests, Ngāi Tahu can choose to buy the land, the trees, or both. For the CFL lands, Ngāi Tahu can choose to buy the land, but not the trees on the land (since the trees are owned by private parties). By choosing to buy the

CFL lands, the tribe can also obtain the associated accumulated rentals of around \$20 million, as described above.

The DSP pool is estimated to contain in excess of \$400 million of assets. The tribe can use its Cash Compensation to buy DSP assets up to a total value of \$250 million. Because the Cash Compensation is less than \$250 million, the tribe would need to raise funds from other sources – for example from banks – if it wants to spend up to this amount. It should be noted that any assets not taken under the DSP are still covered by the Right of First Refusal (see below).

An important feature of the DSP mechanism is that it gives the tribe time to choose. All DSP assets would be bought at their current market value as at the date the Deed of Settlement is signed. However, Ngāi Tahu will have up to 12 months from the date of Settlement Legislation to inspect, value and choose which Crown assets, if any, it wishes to buy from the DSP pool.

USING THE DSP





4. Right of First Refusal (RFR)

The Crown's Settlement Offer includes a Right of First Refusal (RFR). This mechanism, which **will last forever** in respect of a defined range of assets, ensures that Ngāi Tahu will have **first opportunity** to acquire a large range of Crown assets, at current market value. These assets would become available to Ngāi Tahu as and when the Crown chooses to sell them. Among other things, the RFR gives Ngāi Tahu an opportunity to secure assets that it might not be able to get through other means, and accumulate groupings of assets over time that can be used to the tribe's advantage.

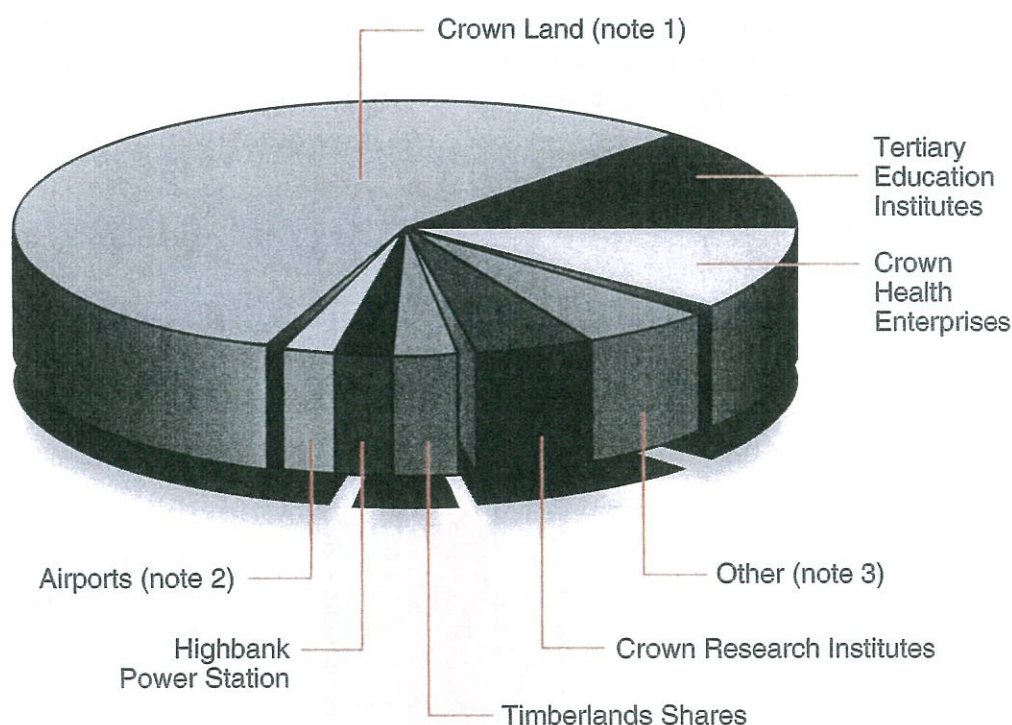
This RFR is triggered whenever Crown agencies decide to 'dispose' of the RFR assets. Disposal is defined to include the

sale of assets, and the issuing of **long term leases** over those assets (for terms of 50 years, including rights of renewal). In certain circumstances the RFR is also triggered if the relevant assets are transferred into a company and that company is later sold.

The RFR will apply to an extensive range of assets in the rohe owned by the Crown as at the date the Deed of Settlement is signed, but not to assets subsequently purchased by the Crown.

As a **safety mechanism**, memorials will be added to the titles of RFR properties, telling Crown agencies and potential purchasers that these properties must be offered to Ngāi Tahu before they can be sold to anyone else.

RFR - RANGE OF ASSETS



NOTES:

1. Crown Land - departmental land (eg. Education, Defence, Corrections), Crown Land and Unallocated Crown Land (including Crown forestry land).
2. Airports - Crown's 50% shareholdings in each of Dunedin and Invercargill airports, 25% shareholding in Christchurch airport (subject to existing pre-emptive rights) and the assets of Milford airport.
3. Other - includes assets from DSP pool that are not taken under DSP, and land held by New Zealand Fire Service and Transit New Zealand.



Under the RFR, the Crown sets the offer price, terms and conditions for the assets being sold. However, *as a sign of the new relationship* between Ngāi Tahu and the Crown, the RFR process provides that both parties *negotiate in good faith* to agree the price, terms and conditions for a sale of the asset to Ngāi Tahu. Hence, Ngāi Tahu cannot be forced to accept any unreasonable price, terms or conditions. Nor can the asset be sold to others on more favourable price, terms, or conditions, without Ngāi Tahu first being offered the

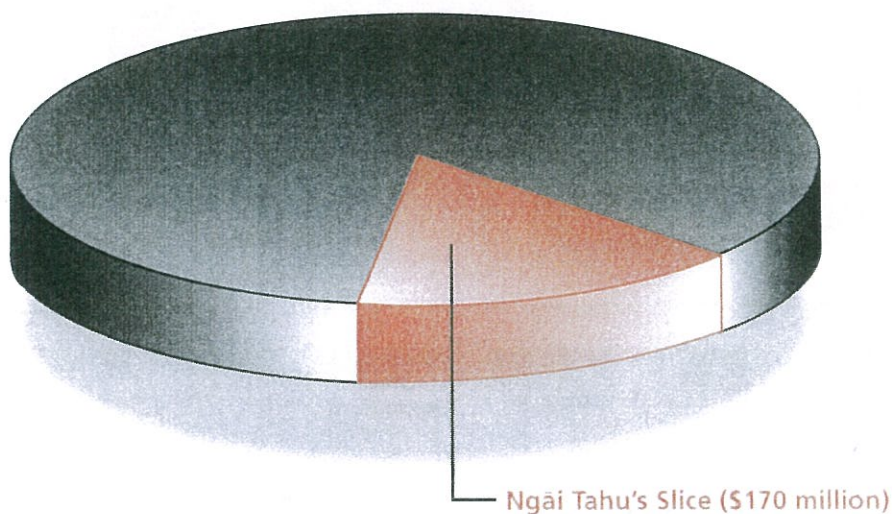
asset on the same basis.

5. Relativity Clause

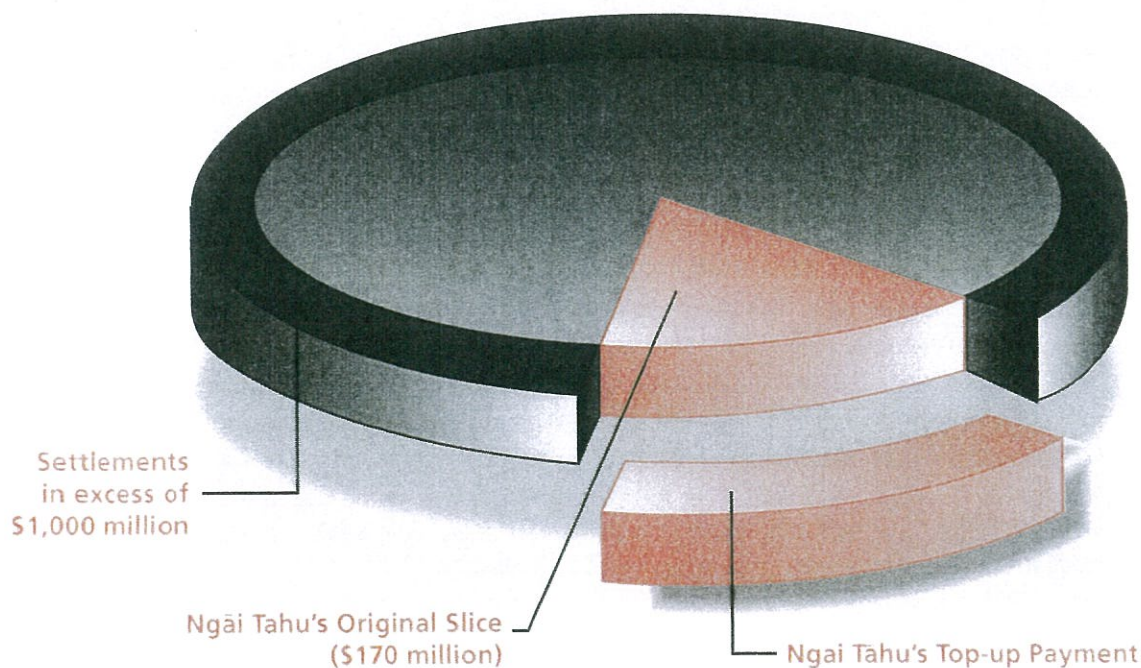
A special 'top-up' mechanism – a form of 'insurance' called the Relativity Clause – has also been negotiated. Under this mechanism, if the present value of all Treaty settlements between 1994 and 2044 ends up being more than \$1,000 million, then Ngāi Tahu will be entitled to a top-up payment to ensure its position is maintained relative to other tribes that settle.

HOW THE RELATIVITY CLAUSE WORKS

Scenario 1 - Present value of all Settlements is within \$1 billion



Scenario 2 - Present value of all Settlements exceeds \$1 billion



6. Mechanism Timelines

Since the DSP and RFR mechanisms take over the role of the Land Bank, the Land Bank would cease to operate on the date that Settlement Legislation is passed.

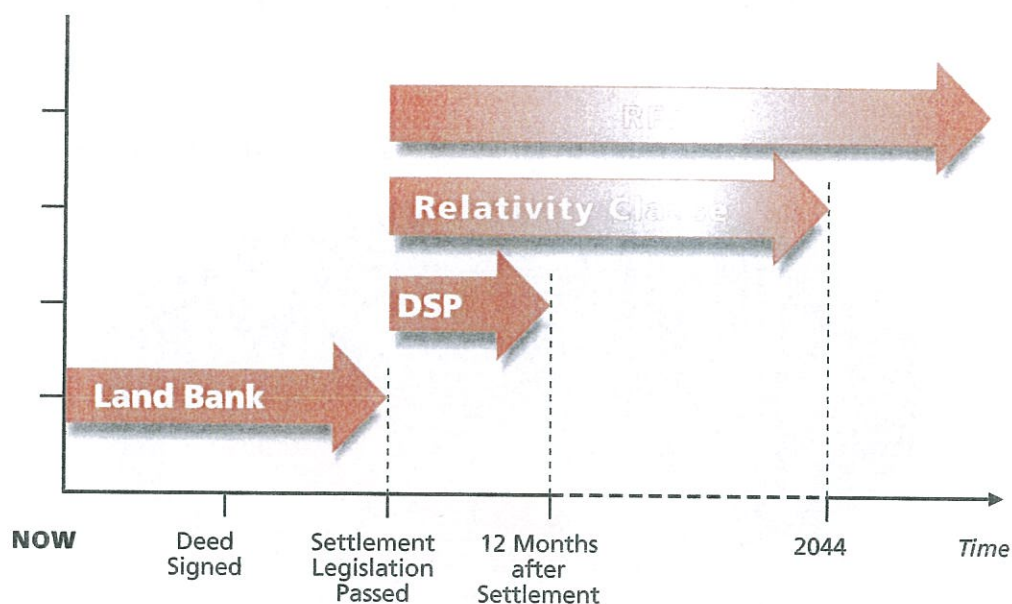
Under the DSP, Ngāi Tahu would have 12 months from the date of settlement to inspect, value, and decide upon which, if

any, of the assets in the DSP pool it wants to buy.

The RFR would begin operating once the Settlement Legislation was passed, and continues forever in respect of a defined range of assets.

The Relativity Clause operates for all Treaty settlements between 1994 and 2044.

ECONOMIC REDRESS - MECHANISM TIMELINES



ECONOMIC REDRESS: Questions & Answers

Q: Why is the Economic Redress based on cash and mechanisms, not just land?

A: To give the tribe maximum flexibility and the opportunity to choose the best assets to generate the funds needed for its social development, the Negotiating Group sought a cash settlement plus mechanisms providing access to Crown assets (such as land and forests). This way the tribe can buy whatever assets it really wants from the Crown, or other parties.

Q: Why does Ngāi Tahu have to pay for assets under the DSP and RFR?

A: The Crown offered Ngāi Tahu \$170 million in cash. Te Rūnanga o Ngāi Tahu considered a cash-only settlement to be inadequate, given the tribe's losses. The Negotiating Group was charged with securing 'bolt-ons' that enhanced the overall value of a settlement. The DSP and RFR mechanisms (and Interest and Relativity Clause) are such bolt-ons. These mechanisms ensure the tribe has the right and opportunity to acquire land and other assets from the Crown, even though this involves Ngāi Tahu using its Cash Compensation to do so. Without these mechanisms the tribe would not have access to these assets.

ECONOMIC REDRESS Questions & Answers continued:

Q: Is the \$170 million Ngāi Tahu Settlement amount sufficient?

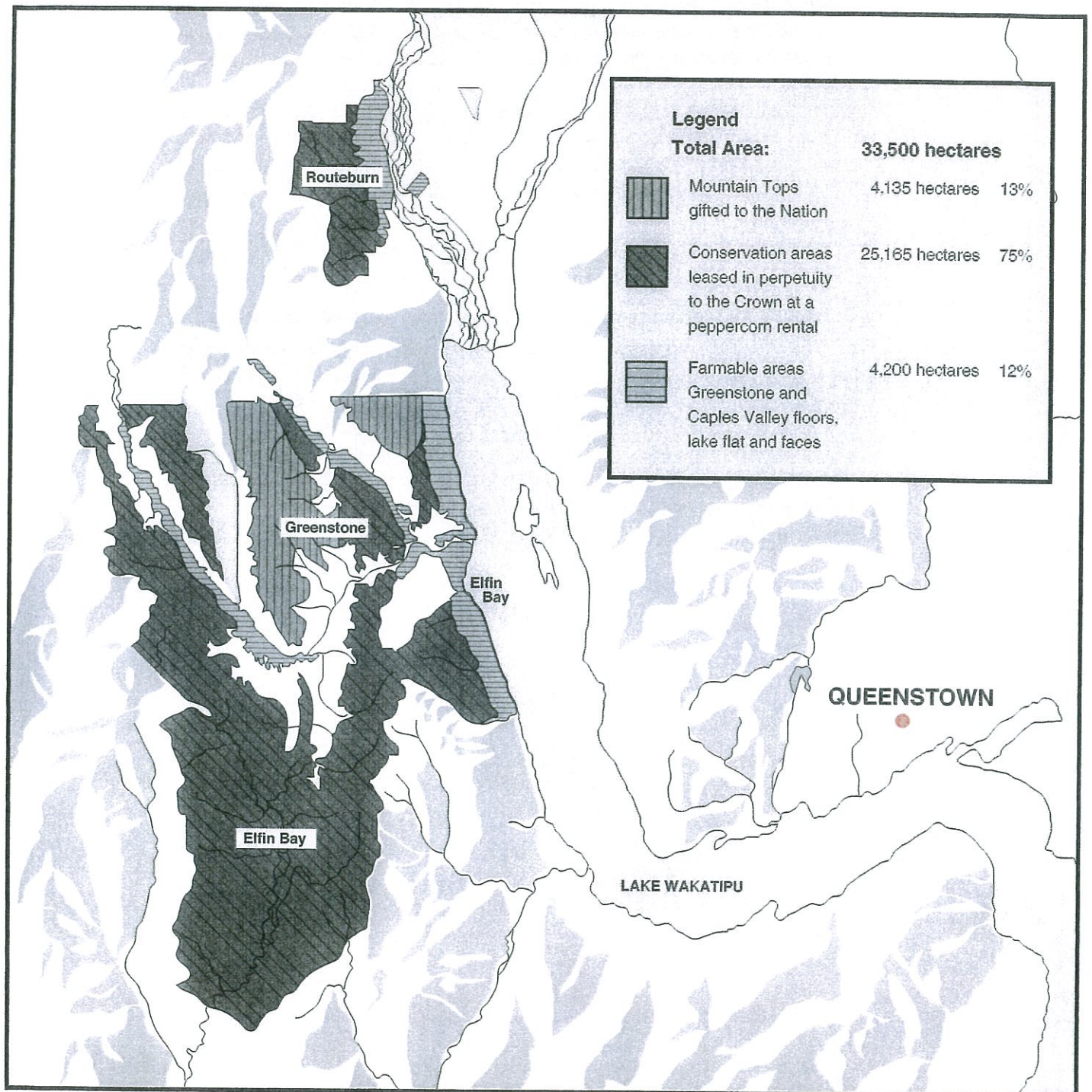
A: No package that is economically affordable by New Zealand could adequately compensate Ngāi Tahu for our full loss and thus give us 'justice'. However, the Crown's Settlement Offer is judged by the whole Ngāi Tahu Negotiating Group to be the best that can be achieved in the present circumstances. It is extremely important to note the total package of economic and cultural redress contained within the Crown's Settlement Offer is much more than the \$170 million component. It is also necessary to consider the offer in the light of other significant factors, including:

- *the desirability of settlement now, rather than in another 5, 10, or even 100 years. Every year without an economic base further hinders our tribal development*
- *the economic and cultural components in the Crown's Settlement Offer, beyond \$170 million, none of which would be attainable other than through direct negotiation*
- *the 'benchmark' for Treaty settlements which was set when Tainui accepted \$170 million to settle their claim*

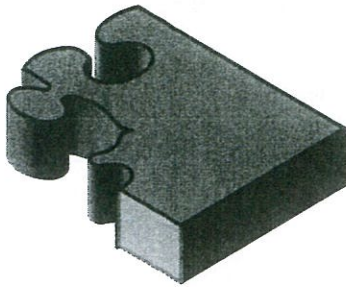
Q: Wouldn't we get more by sticking to legal action through the Courts?

A: The Ngāi Tahu Negotiating Group and Te Rūnanga o Ngāi Tahu believe that the only way to a comprehensive settlement is through negotiation. Litigation is extremely costly, has no guaranteed outcomes, and could not provide any of the important Economic Redress elements such as the Deferred Selection Process and the Right of First Refusal. Furthermore, none of the Cultural Redress elements, such as, place names, statutory recognition and the Protocols with the Department of Conservation would be available through the Courts.

High Country Stations



• Cultural Redress



Ngāi Tahu has a strong cultural and spiritual relationship with the natural environment. Tikanga (customs) relating to the use and management of natural resources are an essential part of the unique culture and identity which define us as an iwi. Ngāi Tahu's ability to exercise effectively its role as kaitiaki of the environment has been dramatically eroded over the last 150 years.

The Cultural Redress elements of the Crown's Settlement Offer are aimed at restoring Ngāi Tahu's ability to give practical effect to its kaitiaki responsibilities. These elements represent outcomes which could only be achieved through a negotiated settlement. The redress in this section sets this offer apart from any previous Treaty of Waitangi settlement and in many cases involves completely new mechanisms and ideas that have been developed out of the negotiation process.

The Cultural Redress elements of the Crown's Settlement Offer are aimed at restoring Ngāi Tahu's ability to give practical effect to its kaitiaki responsibilities.

1. Ownership and Control

As a part of the Crown's Settlement Offer, Ngāi Tahu is offered ownership and/or control of various resources and areas of land significant to the tribe. These elements are dealt with under the following headings:

- Pounamu
- High Country Stations
- Four Specific Sites
- Wāhi Taonga

a) Pounamu

The 1996 Deed of 'On-Account' Settlement included, as a sign of the Crown's good faith, an undertaking to return ownership of Pounamu (greenstone) to Ngāi Tahu. This was given effect through the passing of the Ngāi Tahu (Pounamu Vesting) Act 1997 on 25 September 1997. This recognises that in selling land to the Crown last century, Ngāi Tahu never intended to give up ownership of the highly-prized Pounamu resource.

As the legislation has now been passed, ownership of Pounamu remains with Ngāi Tahu even if the Crown's Settlement Offer is not accepted.

b) High Country Stations

The High Country stations (Elfin Bay, Greenstone and Routeburn) at the head of Lake Wakatipu (*see map opposite*) have been among the more contentious elements in the settlement, mainly because of questions over continued access and the protection of conservation values. Ngāi Tahu believes the spiritual and cultural significance of the areas involved, together with their long term farming and tourism potential, make the properties an important part of our future, as they were in the past.

No private rights have been diminished or affected. In turn, the tribe has regained a small but significant part of the vast high country it once owned. The three high country stations were bought on the open market by the Crown in 1991 at Ngāi Tahu's request, and placed in the Land Bank for use in a settlement.

Ngāi Tahu will gain title to all three stations, and will gift the mountain tops to the nation in recognition of their conservation values. The bulk of the remaining area of bush, mountain lands and the huge Marorua Valley – comprising about 90% of the total area – will be leased back in perpetuity to



Deed Section 9

the Department of Conservation at a peppercorn rental, for conservation purposes. Ngāi Tahu retains a right to veto any commercial activities on these lands.

The gifted mountain tops will be known as Kā Whenua Roimata (The Lands of Tears), in recognition of the suffering of the Ngāi Tahu people.

Ngāi Tahu will have the right to farm the Greenstone and Caples Valley floors and the lake flats and faces – in total about 10% of the land involved – and the price Ngāi Tahu pays will reflect this.

Ngāi Tahu has also covenanted to provide continued public access to these lands and the valley floors for tramping, fishing and hunting.

HIGH COUNTRY STATIONS: Question & Answer

Q: What public access will be available to these stations?

A: The titles will be covenanted for all time to provide that free foot access for tramping, hunting and fishing will be maintained in the Greenstone, Caples and Mararoa. This is greater legal protection for public access than currently exists.

c) Four Specific Sites

Arahura Valley

The Arahura Valley has traditionally been one of Ngāi Tahu's principal sources of Pounamu and the area is of particular significance to Poutini Ngāi Tahu.

In 1976 the Crown vested the title to the bed of the Arahura River in the Māwhera Incorporation. The boundaries of the title remain unsurveyed, being defined only by natural features. Due to the frequent changes within the river bed there is often uncertainty as to where the physical boundaries are at any given time. The purpose of this redress is to ensure that the Māwhera Incorporation will be able to exercise effective control and management over its lands within the Arahura catchment.

The key elements of the Crown's offer are:

- the creation of an historic reserve to be known as the Waitaiki Historic Reserve in the upper catchment of the Arahura Valley
- for the Waitaiki Historic Reserve to be vested, at no cost to the tribe, in the Māwhera Incorporation which will administer this land under the

Reserves Act. Public access to the Reserve is protected, and the Department of Conservation will continue to own and maintain all of the huts and bridges, and to maintain the tracks within the reserve

- the Māwhera Incorporation will be required to produce a management plan for the Waitaiki Historic Reserve within five years of the Settlement
- a number of legal but unformed roads within the Middle Section of the Arahura Valley will be closed. The title to those roads will be vested, at no cost to the tribe, in the Māwhera Incorporation as Māori freehold land, subject to a number of easements which provide legal access to all of the sections of private land in this area

Rarotoka

Rarotoka has traditional significance to Ngāi Tahu both as a resting place on the arduous journey to the tītī islands, and as a navigational marker for guiding Ngāi Tahu as they navigated the difficult southern seas. The use of the island as a navigational site has continued into modern times.



The key elements of the Crown's offer are:

- the transfer of the freehold title, exempt from marginal strip requirements, to Te Rūnanga o Ngāi Tahu at no cost to the tribe
- this transfer is subject to a lease back of a small portion of the island to the Marine Safety Authority who will continue to occupy the lighthouse site on the island
- in addition, a 500 metre Fisheries Area has been created around the island. At any time in the future, Te Rūnanga may make a formal request to the Crown to give effect to Te Rūnanga o Ngāi Tahu's rights to manage the fisheries within that area

Whenua Hou

The Māori connection to Whenua Hou goes back many centuries. It is said to be the ancestral home of Rakiura Māori. Like Rarotoka, it was one of the original stopping off places for southern Ngāi Tahu on their way to the tītī islands. In the 1820s it became the site of one of the first integrated Māori/European settlements, where people of mixed marriages were granted residency rights by Rakiura Māori.

The key elements of the Crown's offer are:

- the name of the Codfish Island Nature Reserve will be changed to the Whenua Hou Nature Reserve
- the Crown will provide Te Rūnanga o Ngāi Tahu with a Deed of Recognition (DoR) over Whenua Hou as well as a Statutory Acknowledgment (SA). Both of these statutory instruments recognise the Ngāi Tahu association with Whenua Hou and provide for the ongoing recognition of that association (see *Mana Recognition* for more details on DoRs and SAs)
- the establishment of a committee of the Southland Conservation Board made up of one representative from each of the four Murihiku Papatipu Rūnanga, and four from the Southland Conservation Board
- this committee may advise the

Southland Conservation Board, the New Zealand Conservation Authority and the Minister of Conservation on all matters to do with the control and management of Whenua Hou

- in particular, the committee will prepare a policy which will set out the conditions under which the Minister may grant permits for access to Whenua Hou
- whenever it is practicable, the Southland Conservation Board, the New Zealand Conservation Authority and the Minister, must consult with and have particular regard to the views of the committee on matters to do with the control and management of Whenua Hou
- the Crown will pay the reasonable costs and expenses incurred by the committee when carrying out its statutory functions

Crown Tītī Islands

All of the tītī islands have been an integral part of the Ngāi Tahu economy for centuries. The tītī harvested from these islands were not only an essential food source, but were also a tradeable commodity. The traditional rights to bird the islands are founded on genealogy.

Since the purchase of Rakiura, and the adjacent tītī islands, the customary rights of Rakiura Māori to bird these islands have continued to be recognised and protected by the Crown as a burden on the Crown's title. The return of the title to the Crown Tītī Islands will ensure that the rights of Rakiura Māori to harvest tītī on a sustainable basis will be protected in perpetuity.

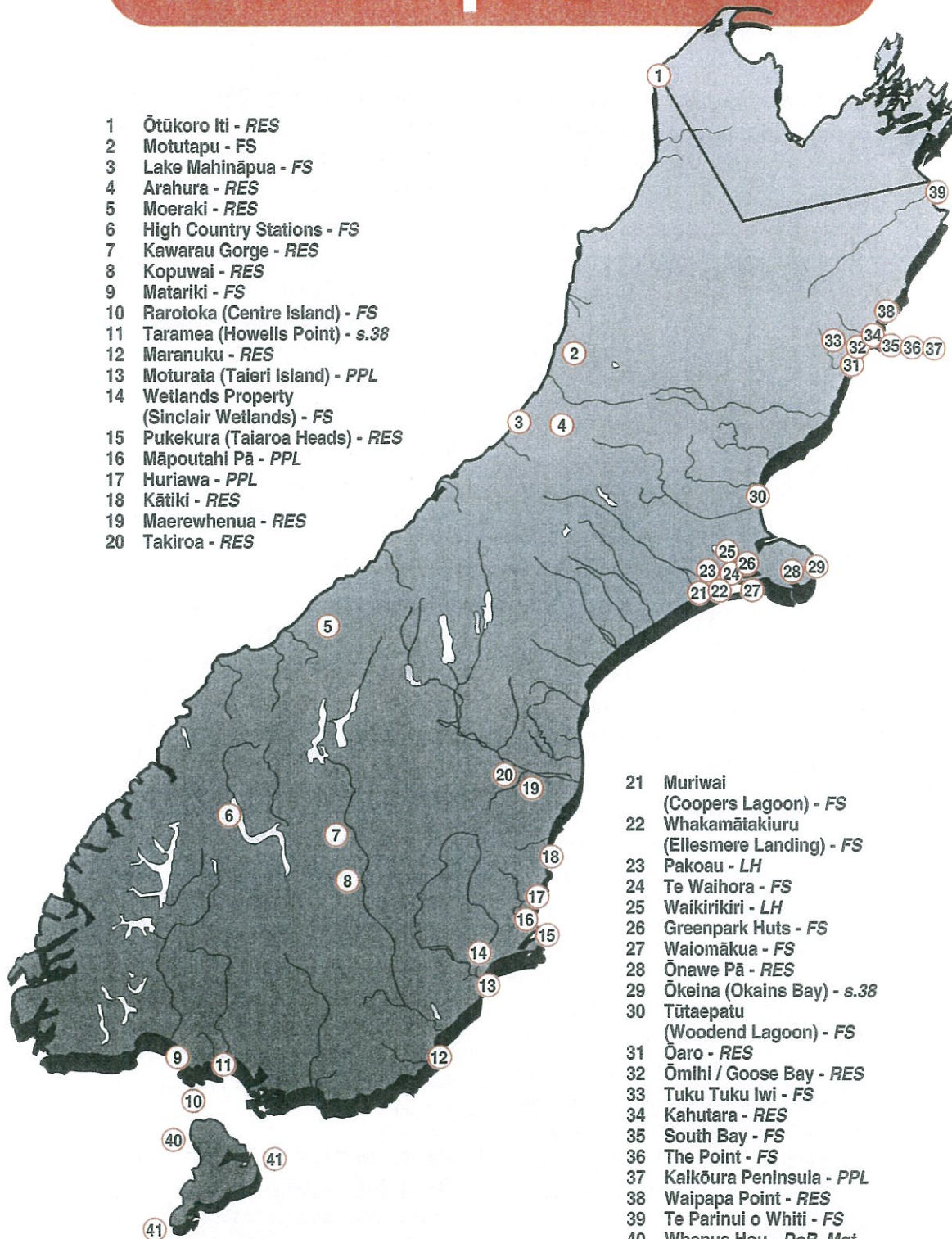
Under the terms of the Crown's offer, Rakiura Māori will be given the statutory responsibility for control and management of these islands.

The key elements of the Crown's offer are:

- the transfer of the freehold title, exempt from marginal strip requirements, to Te Rūnanga o Ngāi Tahu at no cost to the tribe
- the islands will be managed by

Ownership & Control

- 1 Ōtūkoro Iti - RES
- 2 Motutapu - FS
- 3 Lake Mahināpua - FS
- 4 Arahura - RES
- 5 Moeraki - RES
- 6 High Country Stations - FS
- 7 Kawarau Gorge - RES
- 8 Kopuwai - RES
- 9 Matariki - FS
- 10 Rarotoka (Centre Island) - FS
- 11 Taramea (Howells Point) - s.38
- 12 Maranuku - RES
- 13 Moturata (Taiari Island) - PPL
- 14 Wetlands Property (Sinclair Wetlands) - FS
- 15 Pukekura (Taiaroa Heads) - RES
- 16 Māpoutahi Pā - PPL
- 17 Huriawa - PPL
- 18 Kātiki - RES
- 19 Maerewhenua - RES
- 20 Takiroa - RES



- 21 Muriwai (Coopers Lagoon) - FS
- 22 Whakamātakiuru (Ellesmere Landing) - FS
- 23 Pakoau - LH
- 24 Te Waihora - FS
- 25 Waikirikiri - LH
- 26 Greenpark Huts - FS
- 27 Waiomākua - FS
- 28 Ōnawe Pā - RES
- 29 Ōkeina (Okains Bay) - s.38
- 30 Tūtaepatu (Woodend Lagoon) - FS
- 31 Ōaro - RES
- 32 Ōmihi / Goose Bay - RES
- 33 Tuku Tuku Iwi - FS
- 34 Kahutara - RES
- 35 South Bay - FS
- 36 The Point - FS
- 37 Kaikōura Peninsula - PPL
- 38 Waipapa Point - RES
- 39 Te Parinui o Whiti - FS
- 40 Whenua Hou - DoR, Mgt
- 41 Crown Titi Islands - s.38

KEY:

PPL	Protected Private Land - title transferred to Ngāi Tahu with management shared with DoC
FS	Fee Simple Title - full ownership (may have covenants, leases, etc)
RES	Reserve - managed by Te Rūnanga o Ngāi Tahu under the Reserves Act 1977
s.38	Section 38 of the Reserves Act - title transferred to Ngāi Tahu with management of private land as if it were a reserve (in some cases shared with local bodies)
LH	Leasehold - long term lease to Ngāi Tahu
DoR, Mgt	Deed of Recognition and management input

Rakiura Māori 'as if' they were a nature reserve subject to the proviso that this management objective does not adversely affect the customary rights of Rakiura Māori to take tītī on a sustainable basis

- an administering body, made up of ten Rakiura Māori, will be appointed to control and manage the islands
- in recognition of the dual management objectives the Crown will pay for the initial costs of setting up the administering body and for a proportion of the ongoing costs of managing the islands
- the administering body will have two years to agree a constitution and to prepare the initial by-laws before they take over the management of the islands from DoC
- the administering body and DoC may both put forward annual work programs to be carried out on the islands. These work programmes must be consistent with the management objectives of the islands as a whole

- the administering body will prepare a management plan within five years of taking over the management of the islands
- the Crown will pay the costs of developing this management plan

d) Wāhi Taonga

The 1996 Deed of 'On-Account' Settlement provided for the return to Ngāi Tahu of Tūtaepatu (Woodend Lagoon), near Kaiapoi in North Canterbury. A joint management regime will be established, with \$250,000 gifted by the Crown to be used in restoring the environment of the lagoon, and a further \$50,000 to be provided for the preparation of a management plan. A Bill to give effect to this arrangement should be introduced to Parliament in the very near future.

Ownership and/or control of a further 41 areas of land will also be returned to Ngāi Tahu as part of the Crown's Settlement Offer (*see map opposite*). These include a range of wāhi tapu (sacred sites), wāhi



Deed Section 11

CROWN TĪTĪ ISLANDS: Questions & Answers

Q: Who has the ultimate say in how the islands are managed?

A: *Rakiura Māori will have full responsibility for the control and management of the islands, including the power to make by-laws. However, they must act in accordance with the terms and conditions of the transfer of the islands, and the normal 'laws of the land'.*

Q: How will DoC be involved?

A: *The Department of Conservation already works closely with Rakiura Māori on issues which affect all of the tītī islands. It is important for Rakiura Māori, and for other groups, to ensure that this relationship continues, as the environment and the habitat which supports tītī also supports other important indigenous species. The provision for developing agreed annual work programmes will enable both parties to work together for the integrated management of the islands.*

Q: Who pays for the work programmes?

A: *The decision about who pays for each programme will depend on several factors. If the programme is solely for the benefit of the people who harvest tītī, then it is likely that Rakiura Māori will be asked to pay. If it is a programme which is solely for the benefit of the islands, consistent with their nature reserve status, then the Crown will pay. If there are mutual benefits, then this is a matter to be agreed at the time.*

taonga (special sites) and mahinga kai (places where food resources are gathered), as well as title to three lakebeds: Te Waihora (Lake Ellesmere), Muriwai (Coopers Lagoon) and Lake Mahināpua.

Various legal mechanisms will be used in relation to these sites, providing for the different types of sites and the diverse interests which Ngāi Tahu has in them, while also recognising the interests of the wider public. For many areas, freehold title will be transferred to Ngāi Tahu, free from the usual requirement to set aside a marginal strip, but with public access and conservation values protected by covenants and other legal mechanisms where relevant.

explicit and to be protected for all time.

In a small number of cases, title will transfer to Ngāi Tahu, but a significant management role will be retained by either DoC, a local council or a community board. In relation to DoC, this will be achieved through Protected Private Land agreements, setting out the respective responsibilities of Ngāi Tahu and the Department. For the other sites, section 38 of the Reserves Act will be used to enable these sites to be managed 'as if' they were reserves. Such arrangements reflect the partnership which Ngāi Tahu seeks to establish with government agencies and the wider community in the management of the environment.

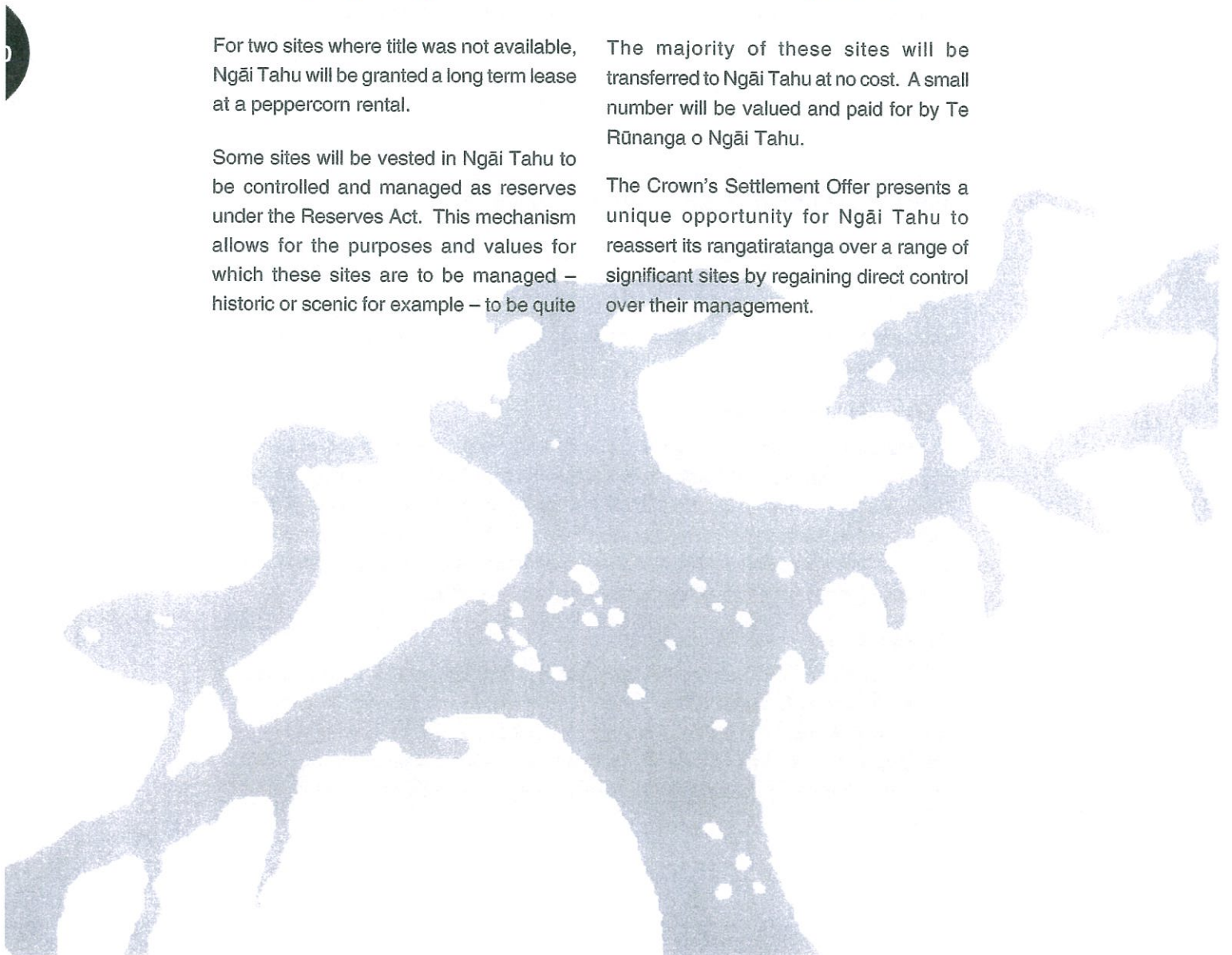
The Crown's Settlement Offer presents a unique opportunity for Ngāi Tahu to reassert its rangatiratanga over a range of very significant sites by regaining direct control over their management.

For two sites where title was not available, Ngāi Tahu will be granted a long term lease at a peppercorn rental.

Some sites will be vested in Ngāi Tahu to be controlled and managed as reserves under the Reserves Act. This mechanism allows for the purposes and values for which these sites are to be managed – historic or scenic for example – to be quite

The majority of these sites will be transferred to Ngāi Tahu at no cost. A small number will be valued and paid for by Te Rūnanga o Ngāi Tahu.

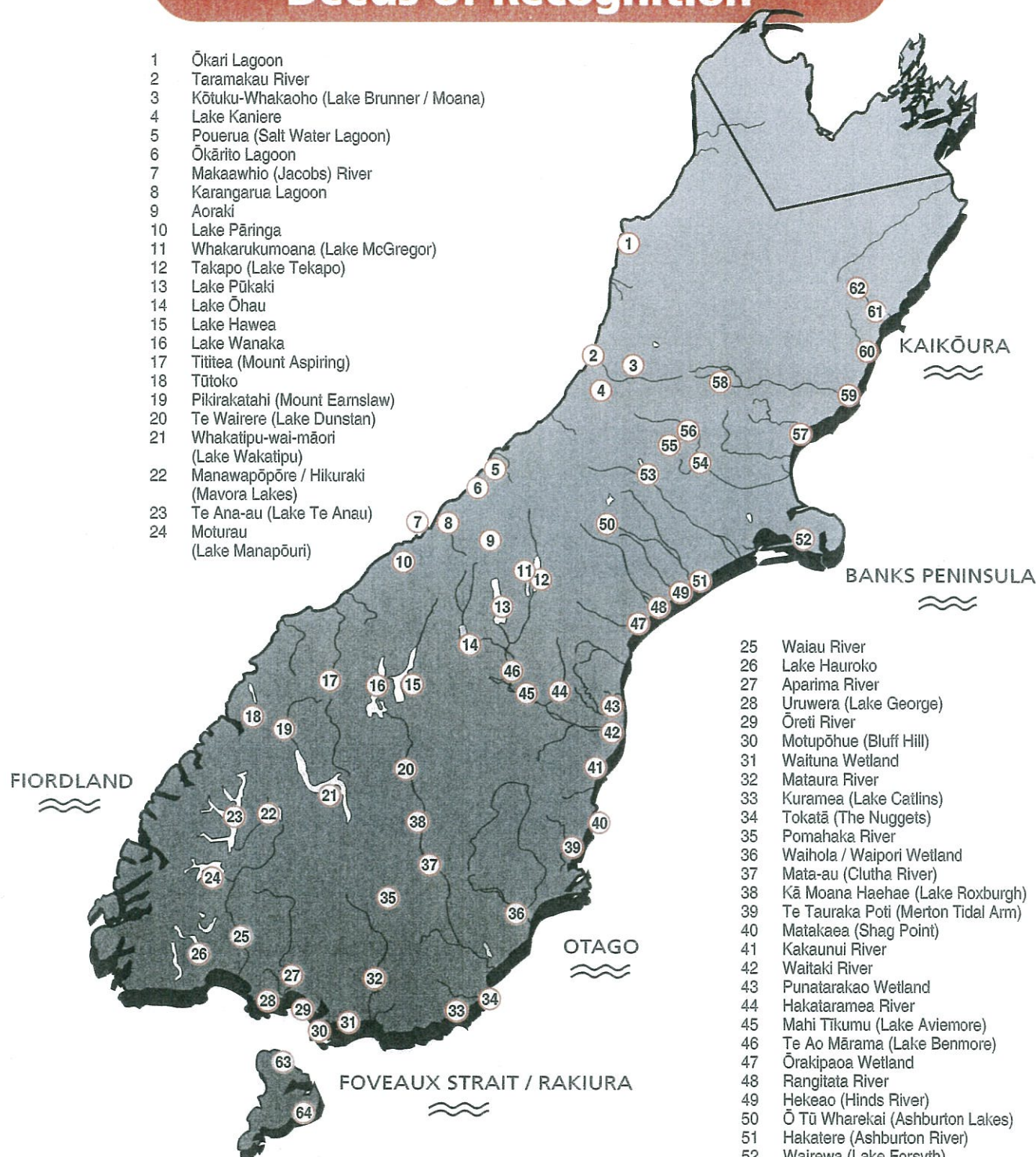
The Crown's Settlement Offer presents a unique opportunity for Ngāi Tahu to reassert its rangatiratanga over a range of significant sites by regaining direct control over their management.





Rena Ruiha Bradshaw

Statutory Acknowledgements / Deeds of Recognition



- 1 Ōkari Lagoon
- 2 Taramakau River
- 3 Kōtuku-Whakaoho (Lake Brunner / Moana)
- 4 Lake Kaniere
- 5 Pōuerua (Salt Water Lagoon)
- 6 Ōkārito Lagoon
- 7 Makaawhio (Jacobs) River
- 8 Karangarua Lagoon
- 9 Aoraki
- 10 Lake Pāringa
- 11 Whakarukumoana (Lake McGregor)
- 12 Takapo (Lake Tekapo)
- 13 Lake Pūkaki
- 14 Lake Ōhau
- 15 Lake Hawea
- 16 Lake Wanaka
- 17 Tititea (Mount Aspiring)
- 18 Tūtoko
- 19 Pikirakatahi (Mount Eamslaw)
- 20 Te Wairere (Lake Dunstan)
- 21 Whakatipu-wai-māori (Lake Wakatipu)
- 22 Manawapōpōre / Hikuraki (Mavora Lakes)
- 23 Te Ana-au (Lake Te Anau)
- 24 Moturau (Lake Manapōuri)

- 25 Waiau River
- 26 Lake Hauroko
- 27 Aparima River
- 28 Uruwera (Lake George)
- 29 Ōreti River
- 30 Motupōhue (Bluff Hill)
- 31 Waituna Wetland
- 32 Mataura River
- 33 Kuramea (Lake Catlins)
- 34 Tokatā (The Nuggets)
- 35 Pomahaka River
- 36 Waiholā / Waipori Wetland
- 37 Mata-au (Clutha River)
- 38 Kā Moana Haehae (Lake Roxburgh)
- 39 Te Tauraka Poti (Merton Tidal Arm)
- 40 Matakāea (Shag Point)
- 41 Kakaunui River
- 42 Waitaki River
- 43 Punatarakao Wetland
- 44 Hakataramea River
- 45 Mahi Tikumu (Lake Aviemore)
- 46 Te Ao Mārama (Lake Benmore)
- 47 Ōrakipaoa Wetland
- 48 Rangitāta River
- 49 Hekeao (Hinds River)
- 50 Ō Tū Wharekai (Ashburton Lakes)
- 51 Hakatere (Ashburton River)
- 52 Wairewa (Lake Forsyth)
- 53 Whakamataua (Lake Coleridge)
- 54 Kōwai River
- 55 Kura Tāwhiti (Castle Hill)
- 56 Moana Rua (Lake Pearson)
- 57 Waipara River
- 58 Hoka Kura (Lake Sumner)
- 59 Hurunui River
- 60 Tūtae Putaputa (Conway River)
- 61 Lake Rotorua
- 62 Uerau (Mt Uerau)
- 63 Hananui (Mount Anglem)
- 64 Toi Toi Wetland

Coastal Statutory Acknowledgements



2. Mana Recognition

A number of 'instruments' have been created to recognise Ngāi Tahu's mana in relation to a range of sites and areas, and to provide for this to be reflected in the future management of those sites. They are:

- Statutory Acknowledgements
- Deeds of Recognition
- Tōpuni
- Dual Place Names

impacting on, one of the SA areas, it will be required, for a period of 20 years following the settlement, to send notice of that application to Te Rūnanga o Ngāi Tahu, so that the tribe will be aware of potential developments while there is still time to take part in the process

- **standing** – when councils, the Environment Court (formerly the Planning Tribunal) and the Historic Places Trust make decisions in relation

Statutory Acknowledgements significantly enhance Ngāi Tahu's ability to realise the full potential which the RMA offers as a tool for incorporating Māori values into the management of the environment.

a) Statutory Acknowledgements

The Statutory Acknowledgement (SA) is a new instrument which has been created as part of the Crown's Settlement Offer. The aim of the instrument is to improve the effectiveness of Ngāi Tahu's participation under the Resource Management Act (RMA), and the protection that areas significant to Ngāi Tahu receive under that Act. Local councils are already required to recognise and provide for the relationship of Māori with their lands, waters and other taonga.

SAs will be given effect by recording a statement of Ngāi Tahu's association to each of 64 areas (*see map opposite*) and in the Settlement Legislation.

SAs will have four practical outcomes:

- **noting on plans** – the existence and location of the SAs will be shown on relevant district and regional plans and policy statements prepared by councils, meaning that people applying for resource consents will be on notice that these areas are special to Ngāi Tahu
- **notice of applications** – whenever a council receives an application for a resource consent relating to, or

to the SA areas about who has the right to comment on and be listened to, or to appear in Court, they must have regard to the SA

- **evidence** – the SA may be produced by Ngāi Tahu in any proceedings under the RMA or Historic Places Act as evidence of its relationship with the particular area

Statutory Acknowledgements significantly enhance Ngāi Tahu's ability to realise the full potential which the RMA offers as a tool for incorporating Māori values into the management of the environment. They do not:

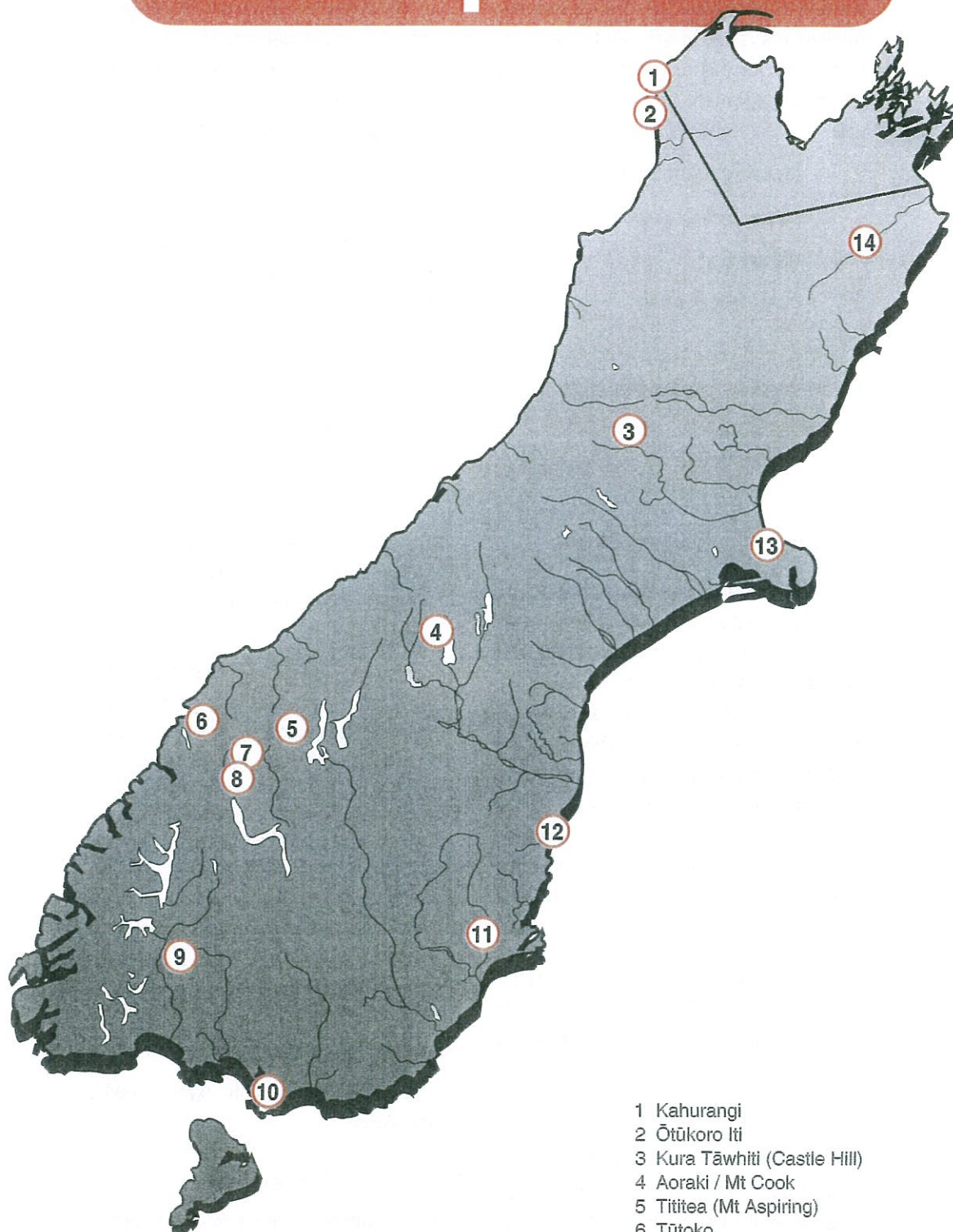
- create any property rights for Ngāi Tahu
- affect the property rights of anybody else
- give Ngāi Tahu a veto right in RMA decisions

b) Deeds of Recognition

DoRs will apply to the same areas as the SAs (*see map opposite*) and complement them by providing for Ngāi Tahu input into the decision-making processes of the Crown body responsible for the administration of each of those areas.

DoRs take the form of specific agreements between Ngāi Tahu and the landholding

Tōpuni



- 1 Kahurangi
- 2 Ōtūkoro Iti
- 3 Kura Tāwhiti (Castle Hill)
- 4 Aoraki / Mt Cook
- 5 Tititea (Mt Aspiring)
- 6 Tūtoko
- 7 Pikirakatahi (Mt Earnslaw)
- 8 Te Koroka (Dart/Slipstream)
- 9 Takitimu Range
- 10 Motupōhue (Bluff Hill)
- 11 Maukaatua Scenic Reserve
- 12 Matakāea (Shag Point)
- 13 Ripapa Island
- 14 Tapuae o Uenuku

agency (either DoC or Land Information New Zealand - LINZ). They recognise Ngāi Tahu's historical, spiritual, cultural and/or traditional relationship with each of the areas, and the mana and tāngata whenua status which results from that relationship. DoRs will also create an obligation on DoC or LINZ to consult with Ngāi Tahu and to have particular regard to its views in relation to the management of each of the areas.

The combination of DoRs and SAs would provide Ngāi Tahu with input into decisions made by the Crown as a landowner in these areas, and, through the RMA, into decisions about the activities of the Crown or any other persons which affect the areas.

Through these instruments, the mana of Ngāi Tahu will be recognised and given operational effect in day-to-day management.

c) Tōpuni

The concept of Tōpuni derives from the traditional Ngāi Tahu tikanga (custom) of persons of rangatira (chiefly) status extending their mana and protection over a person or area by placing their cloak over them or it. In its new application, a Tōpuni confirms and places an 'overlay' of Ngāi Tahu values on specific pieces of land managed by DoC. A Tōpuni does not override or alter the existing status of the land (for example, National Park status), but ensures that Ngāi Tahu values are also recognised, acknowledged and provided for.

Each Tōpuni will involve three levels of information:

- a statement of the *Ngāi Tahu values* in relation to the area (just as for the SA and DoR)
- a set of *principles* aimed at ensuring that DoC avoids harming or diminishing those values, for example "encouragement of respect for Ngāi Tahu's association with Aoraki"
- *specific actions* which DoC has agreed to undertake to give effect to those

principles (such as "educational material will be made available to climbers and all climbing guides explaining that, to Ngāi Tahu, standing on the very top of Aoraki denigrates its tapu status")

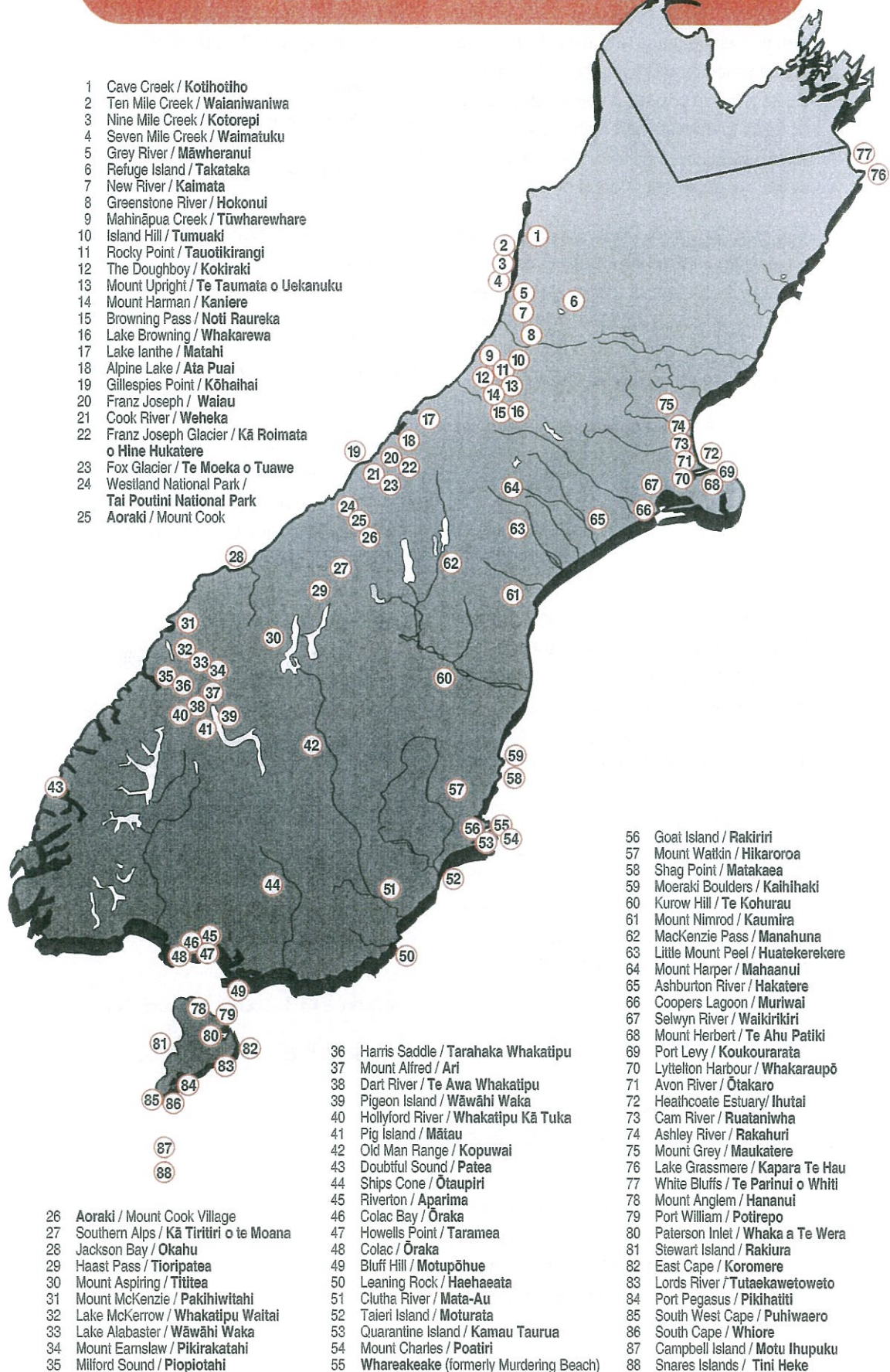
The specific actions may change over time as circumstances change, but Conservation Boards will always be required to have particular regard to the Ngāi Tahu values in relation to each area, and to consult and listen to Ngāi Tahu when they prepare plans and strategies in relation to these areas.

Tōpuni will be created over 14 areas of land of significance to Ngāi Tahu (*see map opposite*).

Tōpuni will provide very public symbols of Ngāi Tahu mana and rangatiratanga over some of the most prominent landscape features and conservation areas in Te Wai Pounamu.

**Tōpuni will provide
very public symbols
of Ngāi Tahu mana
and rangatiratanga
over some of the most
prominent landscape
features and
conservation areas in
Te Wai Pounamu.**

Place Names



- 1 Cave Creek / Kotihoiho
- 2 Ten Mile Creek / Waianiwaniwa
- 3 Nine Mile Creek / Kotorepi
- 4 Seven Mile Creek / Waimatuku
- 5 Grey River / Māwheranui
- 6 Refuge Island / Takataka
- 7 New River / Kaimata
- 8 Greenstone River / Hokonui
- 9 Mahināpua Creek / Tūwharewhare
- 10 Island Hill / Tumuaki
- 11 Rocky Point / Tauotikirangi
- 12 The Doughboy / Kokiraki
- 13 Mount Upright / Te Taumata o Uekanuku
- 14 Mount Harman / Kaniere
- 15 Browning Pass / Noti Raureka
- 16 Lake Browning / Whakarewa
- 17 Lake Ianthe / Matahi
- 18 Alpine Lake / Ata Puai
- 19 Gillespies Point / Kōhaihai
- 20 Franz Joseph / Waiau
- 21 Cook River / Weheka
- 22 Franz Joseph Glacier / Kā Roimata o Hine Hukatere
- 23 Fox Glacier / Te Moeka o Tuawe
- 24 Westland National Park / Tai Poutini National Park
- 25 Aoraki / Mount Cook

- 26 Aoraki / Mount Cook Village
- 27 Southern Alps / Kā Tiritiri o te Moana
- 28 Jackson Bay / Okahu
- 29 Haast Pass / Tioripatea
- 30 Mount Aspiring / Tititea
- 31 Mount McKenzie / Pakiwhitahi
- 32 Lake McKerrow / Whakatipu Waitai
- 33 Lake Alabaster / Wāwāhi Waka
- 34 Mount Eamslaw / Pīkirakatahi
- 35 Milford Sound / Piopiotahi

- 36 Harris Saddle / Tarahaka Whakatipu
- 37 Mount Alfred / Ari
- 38 Dart River / Te Awa Whakatipu
- 39 Pigeon Island / Wāwāhi Waka
- 40 Hollyford River / Whakatipu Kā Tuka
- 41 Pig Island / Mātau
- 42 Old Man Range / Kopuwai
- 43 Doubtful Sound / Patea
- 44 Ships Cone / Ōtaupiri
- 45 Riverton / Aparima
- 46 Colac Bay / Ōraka
- 47 Howells Point / Taramea
- 48 Colac / Ōraka
- 49 Bluff Hill / Motupōhue
- 50 Leaning Rock / Haehaeata
- 51 Clutha River / Mata-Au
- 52 Taieri Island / Moturata
- 53 Quarantine Island / Kamau Taurua
- 54 Mount Charles / Poatiri
- 55 Whareakeake (formerly Murdering Beach)

- 56 Goat Island / Rakiriri
- 57 Mount Watkin / Hikaroroa
- 58 Shag Point / Matakaea
- 59 Moeraki Boulders / Kaihihaki
- 60 Kurow Hill / Te Kohurau
- 61 Mount Nimrod / Kaumira
- 62 MacKenzie Pass / Manahuna
- 63 Little Mount Peel / Huatekerekere
- 64 Mount Harper / Mahaanui
- 65 Ashburton River / Hakatere
- 66 Coopers Lagoon / Muriwai
- 67 Selwyn River / Waikirikiri
- 68 Mount Herbert / Te Ahu Patiki
- 69 Port Levy / Koukourarata
- 70 Lyttelton Harbour / Whakaraupō
- 71 Avon River / Ōtakaro
- 72 Heathcote Estuary / Ihutai
- 73 Cam River / Ruataniwha
- 74 Ashley River / Rakahuri
- 75 Mount Grey / Maukatere
- 76 Lake Grassmere / Kapara Te Hau
- 77 White Bluffs / Te Parihui o Whiti
- 78 Mount Anglem / Hananui
- 79 Port William / Potirepo
- 80 Paterson Inlet / Whaka a Te Wera
- 81 Stewart Island / Rakiura
- 82 East Cape / Koromere
- 83 Lords River / Tutaekawetoweto
- 84 Port Pegasus / Pīkiahiti
- 85 South West Cape / Pūhiwaero
- 86 South Cape / Whiore
- 87 Campbell Island / Motu Ihupuku
- 88 Snares Islands / Tini Heke

d) **Dual Place Names**

Place names are a significant symbol of Ngāi Tahu's relationship with the landscape.

The Crown's Settlement Offer provides for 88 place names to be changed (*see map opposite*). The name Whareakeake will replace the name Murdering Beach on Otago Peninsula, but in all other cases, names will be joint English/Māori names. The one exception is Aoraki / Mount Cook, where the Māori name will come first. These new names will be included on official maps, road signs

and explanatory materials as those things are replaced over time.

The New Zealand Geographic Board – the body which is responsible for the official naming of places and landscape features – will be given the additional function of encouraging the use of original Māori place names. Ngāi Tahu will also have a dedicated seat on the Geographic Board (see Dedicated Memberships).

The re-establishment of traditional place names in a variety of areas will serve as tangible reminders of our history in Te Wai Pounamu.

Place names are a significant symbol of Ngāi Tahu's relationship with the landscape. The re-establishment of traditional place names in a variety of areas will serve as tangible reminders of our history in Te Wai Pounamu.

3. Mahinga Kai

The term 'mahinga kai' is used in the Crown's Settlement Offer to refer generally to many of the cultural aspects of the redress package. Mahinga kai properly refers to Ngāi Tahu's interests in traditional food and other natural resources and the places where those resources are obtained. Elements of the offer which particularly relate to Ngāi Tahu's mahinga kai interests are:

- Nohoanga
- Customary Fisheries Management
- Taonga Species Management
- Coastal Space

a) **Nohoanga**

The term 'nohoanga' (literally 'a place to sit'), traditionally referred to the seasonal occupation sites which were an integral part of the mobile lifestyle of our tīpuna, as they moved around Te Wai Pounamu in pursuit of various food and other natural resources. This traditional concept has been given contemporary effect in the Crown's Settlement Offer through the provision to Ngāi Tahu of 72 temporary campsites

adjacent to lakes and rivers, to facilitate customary fishing and the gathering of other natural resources (*see map on following page*).

The Crown's Settlement Offer provides that Nohoanga:

- are entitlements to occupy temporarily and exclusively an area of lakeshore or riverbank for the purposes of lawful fishing and the gathering of other natural resources
- may be used for up to 210 days a year between mid-August and the end of April
- will be approximately one hectare in size
- will be set back from marginal strips and will be sited so as not to interfere with existing public access or use
- will be subject to all legislation, bylaws and regulations, and land and water management practices such as weed, pest and river control
- will be issued on a ten year basis and will be automatically renewed, provided that users leave the sites in a good and tidy condition after use

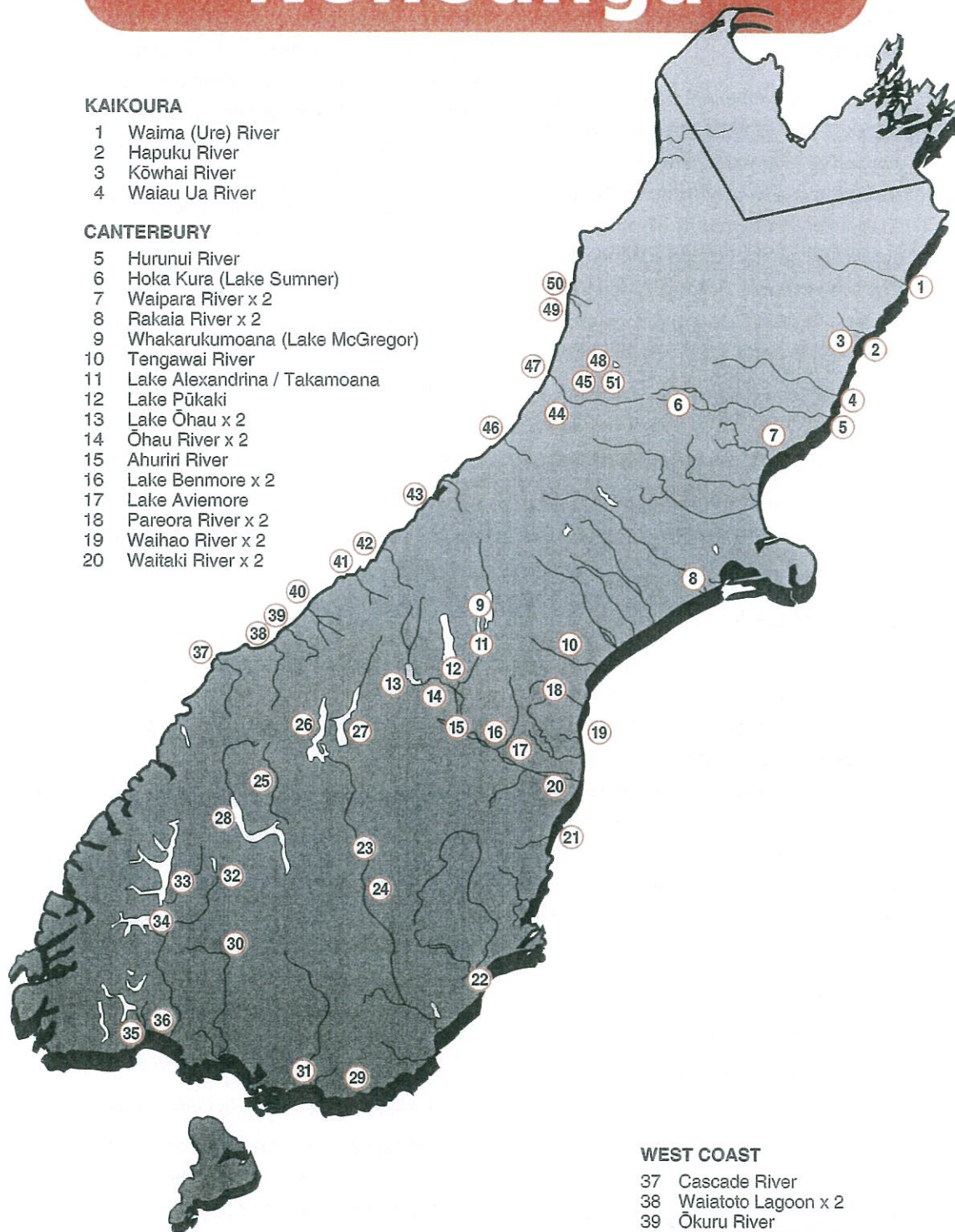
Nohoanga

KAIKOURA

- 1 Waima (Ure) River
- 2 Hapuku River
- 3 Kōwhai River
- 4 Waiau Ua River

CANTERBURY

- 5 Hurunui River
- 6 Hoka Kura (Lake Sumner)
- 7 Waipara River x 2
- 8 Rakaia River x 2
- 9 Whakarukumoana (Lake McGregor)
- 10 Tengawai River
- 11 Lake Alexandrina / Takamoana
- 12 Lake Pūkaki
- 13 Lake Ōhau x 2
- 14 Ōhau River x 2
- 15 Ahuriri River
- 16 Lake Benmore x 2
- 17 Lake Aviemore
- 18 Pareora River x 2
- 19 Waihao River x 2
- 20 Waitaki River x 2



WEST COAST

- 37 Cascade River
- 38 Waiaatoto Lagoon x 2
- 39 Ōkuru River
- 40 Waita River / Māori Lakes
- 41 Mahitahi River
- 42 Karangarua River
- 43 Ōkārito Lagoon and River
- 44 Lake Kaniere
- 45 Kōtuku Whakaoho (Lake Brunner / Moana)
- 46 Mikonui River x 2
- 47 Taramakau River
- 48 Lake Haupiri
- 49 Punakaiki River
- 50 Pororari River
- 51 Lady Lake

OTAGO

- 21 Waianakarua River
- 22 Taieri River x 3
- 23 Te Wairere (Lake Dunstan)
- 24 Mata-au (Clutha River) x 3
- 25 Shotover River x 2
- 26 Lake Wanaka x 2
- 27 Lake Hawea x 4
- 28 Whakatipu-wai-māori (Lake Wakatipu)

SOUTHLAND

- 29 Waikawa River
- 30 Ōreti River
- 31 Mataura River
- 32 Mavora Lakes
- 33 Te Ana-au x 2
- 34 Moturau (Lake Manapōuri)
- 35 Waikaia River
- 36 Waiau River x 3

If the Crown alienates land on which there is a Nohoanga, or the area becomes unusable – for example due to a river changing course – the Crown will take reasonable steps to provide a replacement site.

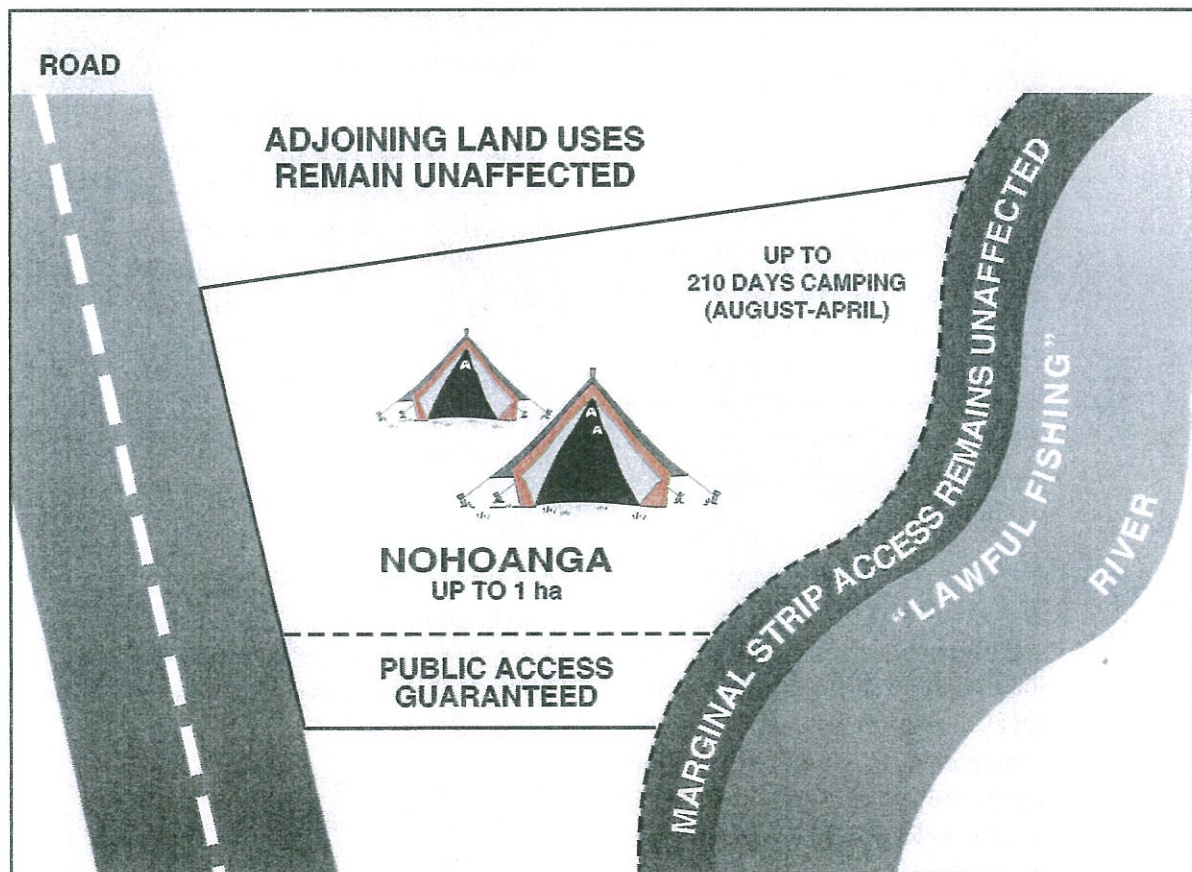
Nohoanga should not be confused with the Fenton Entitlements which will be provided as redress for a small number of Ancillary

Claims (see Non-Tribal Redress - Ancillary Claims), and which include the right to exclusively use a stretch of waterway.

Nohoanga will provide all Ngāi Tahu with an opportunity to experience the landscape as their tīpuna did, and to rekindle the traditional practices of gathering food and other natural resources, so long as an essential part of Ngāi Tahu culture.

Nohoanga will provide all Ngāi Tahu with an opportunity to experience the landscape as their tīpuna did, and to rekindle the traditional practices of gathering food and other natural resources, so long as an essential part of Ngāi Tahu culture.

NOHOANGA DIAGRAM



b) Customary Fisheries

There are eight separate but inter-connected elements within the Customary Fisheries section of the Crown's Settlement Offer. Many of these give effect to work which has gone on in this area over many years.

managed under the Conservation Act. These will come into effect no later than two years after the Settlement Legislation is passed

- **Non-commercially Harvested Species** – seven species not currently taken under commercial permits will be

These provisions will enable Ngāi Tahu to have greater access to customary fisheries of importance to the tribe and greater input to the management of those fisheries.

These elements are:

- **Acknowledgement** – Ngāi Tahu's special relationship to a number of 'taonga' fish species, being species currently only managed for conservation values, will be acknowledged by the Crown (Kōwaro/Canterbury mudfish, Kāeo/Sea tulip, Koeke/Common shrimp, Taiwharu/Giant kōkopu, Piripiripōhatu/Torrentfish, Paraki/Common smelt and Kōkopu/Giant bully)
- **Advisory Committees** – Te Rūnanga o Ngāi Tahu will be recognised as an Advisory Committee to the Minister of Fisheries and the Minister of Conservation, and must be consulted. The Ministers must have particular regard to Te Rūnanga o Ngāi Tahu's advice in relation to the management of the taonga fish species referred to above
- **Customary Kaimoana Regulations** – the Crown's Settlement Offer includes an undertaking to put in place regulations providing for the management of customary marine fisheries within three months after the Settlement is finalised through legislation. Ngāi Tahu customary fisheries experts and representatives of the Ministry of Fisheries will develop and agree the content of these regulations
- **Customary Freshwater Fisheries Regulations** – regulations similar to the Kaimoana Regulations will be developed for customary freshwater fisheries

formally excluded from commercial fishing (Toheroa, Karengo/Sea lettuce, Rimurapa/Bull kelp, Kanakana/Southern lamprey, Kākahi/Freshwater mussel and Waikōura/Freshwater crayfish). In addition to complying with existing legislative requirements, the Minister of Fisheries would have to recognise and provide for the views of Ngāi Tahu before changing that status

- **Shellfish Quota** – should certain shellfish species ever be introduced into the Quota Management System, Ngāi Tahu will have a right of first refusal to purchase up to 40% of quota in each species at market value. This is in addition to the 20% of quota which must be provided to the Treaty of Waitangi Fisheries Commission for allocation to iwi (Pipi/Kākahi, Tuatua, Tuaki/Cockle, Pūpū/Mudsnail and Kuhakuha/Surfc clam)
- **Temporary Closure** – provisions which used to exist in the Fisheries Act to allow the Minister to temporarily close specific fisheries (thereby giving effect to rāhui) will be reintroduced
- **Eel Management Plan** – the Crown has confirmed its general support for the South Island Eel Management Plan (formulated by Ngāi Tahu, northern South Island iwi and non-Māori commercial and non-commercial eel fishers) and has undertaken to implement certain specific aspects of the plan

These provisions will enable Ngāi Tahu to have greater access to customary fisheries of importance to the tribe and greater input to the management of those fisheries.

c) Taonga Species Management

Through the Crown's Settlement Offer, Ngāi Tahu's special relationship with 49 bird species, 54 plant species and 6 marine mammal species will be recognised and acknowledged. Ngāi Tahu will be offered membership of groups involved in threatened species management and will be provided with information about species

available to the Minister of Conservation where there is competition for the use of coastal space. It prevents any resource consent being granted unless the applicant has first tendered for, and obtained, an 'authorisation' from the Minister.

Because the coastal tendering mechanism has never been used, and might never be used, a 'fall-back' provision will ensure that essentially the same 10% guarantee to Ngāi Tahu is carried over into any other mechanism that the Crown might use to allocate coastal space in the future.

"Through close contact with Ngāi Tahu over species management issues, DoC hopes to improve its relationship with Ngāi Tahu and to improve its understanding of species management."

(Department of Conservation, September 1997)

management programmes. Those responsible for the management of species will be required to consult with and have particular regard to Ngāi Tahu's views about any management proposal. The protected status of endangered species, such as kakapō and yellow-eyed penguin will not be affected.

Te Rūnanga o Ngāi Tahu will have a role as an adviser to Fish and Game Councils in relation to the management of native game birds. Fish and Game Councils will also be encouraged by the Minister of Conservation to co-opt a person nominated by Ngāi Tahu onto their regional boards, and to enter into Memoranda of Understanding with Ngāi Tahu to assist in the development of a stronger future working relationship.

d) Coastal Space

The Crown's Settlement Offer provides that if 'coastal tendering' is ever instituted within the Ngāi Tahu Takiwā, authorisations for 10% of the space tendered, of no less than fair average quality, will be made available to Te Rūnanga o Ngāi Tahu at market value.

Coastal tendering is a process under the Resource Management Act which is

Five areas of the coast (Kaikōura, Banks Peninsula, Otago, Foveaux Strait / Rakiura and Fiordland) will also be Statutory Acknowledgement areas (*as shown on map on page 32*). The Ministry for the Environment will be required to have particular regard to issues of concern to Ngāi Tahu when carrying out its monitoring functions under the Resource Management Act in relation to coastal space within the Ngāi Tahu Takiwā.

The Coastal Marine area is traditionally a very important mahinga kai area for Ngāi Tahu and these provisions will ensure that Ngāi Tahu will be guaranteed access to future Crown allocations of coastal space. The tribe will also play an active part in future allocation and management decisions relating to the coastal zone.

... these provisions will ensure that Ngāi Tahu will be guaranteed access to future Crown allocations of coastal space.

4. Management Input

In addition to the site- and species-specific management roles outlined above, the Crown's Settlement Offer also provides for a number of more general input mechanisms:

- Statutory Adviser
- Dedicated Memberships
- Department of Conservation Protocols
- Resource Management Act Implementation
- Heritage Protection Review

Monowai and Te Anau

- Guardians of Lake Wanaka

As mentioned above, the Minister of Conservation has also recommended that each Fish and Game Council in the rohe co-opt one Ngāi Tahu nominated member.

As well as recognising the mana of Ngāi Tahu, the Dedicated Memberships will require these bodies to acknowledge and address Ngāi Tahu values and concerns.

c) *Department of Conservation Protocols*

The Crown's Settlement Offer, includes a

"The Protocols are intended to help build a relationship between DoC and Ngāi Tahu that achieves conservation policies, actions and outcomes sought by both Ngāi Tahu and DoC. Ngāi Tahu and DoC have similar objectives in environmental and conservation management – protecting and enhancing what's special about New Zealand for future generations."

(Department of Conservation, September 1997)

a) *Statutory Adviser*

As well as the adviser roles in relation to Fisheries and Taonga Species discussed above, the Crown's Settlement Offer provides for Te Rūnanga o Ngāi Tahu to be recognised as an adviser to the Minister of Conservation in relation to all of the DoC administered sites on the Tōpuni and SA/DoR lists (see maps on pages 32 and 34).

This role will complement the ability Te Rūnanga o Ngāi Tahu already has to make input into DoC's operational activities, at Departmental level and through Conservation Boards and the New Zealand Conservation Authority.

b) *Dedicated Memberships*

The Crown's Settlement Offer would give Te Rūnanga o Ngāi Tahu the right to nominate persons to dedicated seats on the following statutory bodies:

- New Zealand Conservation Authority
- two seats on each Conservation Board wholly within the Ngāi Tahu Takiwā
- one seat on each northern South Island Conservation Boards (partly within the Ngāi Tahu Takiwā)
- New Zealand Geographic Board
- Guardians of Lakes Manapōuri,

set of 'Protocols' that has been developed, setting out ways in which the Department of Conservation will exercise its powers, duties and functions in relation to:

- cultural materials
- freshwater fisheries
- the culling of species of interest to Ngāi Tahu
- historic resources
- Resource Management Act involvement
- visitor and public information

These Protocols, which will be enforceable against DoC, make general statements about how the Department should conduct its business in these areas. The Protocols also establish a unique process whereby Ngāi Tahu can have input into the Department's budget- and priority-setting processes, and identify specific projects to be pursued, subject to available funding.

d) *Resource Management Act Implementation*

The Crown's Settlement Offer provides for the Ministry for the Environment (MfE) to work with Ngāi Tahu to review and improve the implementation of the Resource Management Act (RMA), with particular reference to the Treaty and Māori

provisions of the Act. MfE's future work programmes will include items that seek to influence the performance of local and regional government in the long term.

A joint MfE/Ngāi Tahu project will investigate how Treaty of Waitangi obligations and responsibilities under the RMA are working in practice. The terms of reference will be agreed after consultation with local government. As part of this project, MfE will also develop a case study which, for example, might focus on the implementation of the water management provisions of the RMA.

MfE will carry out a survey – developed in consultation with Ngāi Tahu – to determine how councils are dealing with Iwi Management Plans and will undertake to visit councils at least annually to discuss their performance on the Treaty provisions of the RMA. The Ministry will also work, in consultation with Ngāi Tahu, towards developing a set of Māori values indicators as part of the National Environmental Indicators Project.

The RMA is the primary statutory tool in environmental management and these provisions will assist Ngāi Tahu in ensuring that it delivers on its potential in relation to Māori values.

e) Heritage Protection Review

The Crown's Settlement Offer would

guarantee Ngāi Tahu full involvement in the upcoming review of heritage protection legislation and agencies. The review will cover the Historic Places Act (HPA), the RMA and other relevant laws and institutions involved in protecting historical and cultural heritage, including archaeological, historic and wāhi tapu sites.

Ngāi Tahu will join a group of stakeholders to provide recommendations direct to the relevant Ministers on a range of matters. Matters to be dealt with in the review include:

- statutory roles, powers and functions
- criteria for setting priorities for protection and conservation
- funding options for preservation and conservation
- provision for public consultation and involvement
- the relationship between HPA and RMA processes
- the role and function of iwi

A guaranteed role for Ngāi Tahu at this early stage of policy development on future heritage management provides a unique opportunity to advocate a regime which recognises Ngāi Tahu's mana over its wāhi tapu and wāhi taonga.

CULTURAL REDRESS: Questions & Answers

Q. Does the Crown's Settlement Offer extinguish Aboriginal title or Customary rights?

A. The redress contained in the Crown's Settlement Offer would be in satisfaction of Ngāi Tahu's tribal and private historical claims for breaches of the Treaty, where those losses arose before 21 September 1992. This includes the Wai 27 claim and other claims to the Waitangi Tribunal, and these claims cannot again be taken to the Courts or the Waitangi Tribunal. All other Aboriginal and Customary rights held by Ngāi Tahu today would continue unaffected by the settlement.

Q. How are things like wāhi tapu and mahinga kai relevant to Ngāi Tahu's development in the 1990s and beyond?

A. Ngāi Tahu's enduring relationship with its taonga and the environment is an integral part of our identity as an iwi. The passage of time makes this relationship no less relevant today than it was 150 years ago. The opportunities which this Cultural Redress package provides will allow tribal members to re-establish a relationship with the areas, resources and management philosophies that were important to our tipuna.

Non-Tribal Redress

Ancillary Claims

KAIKŌURA

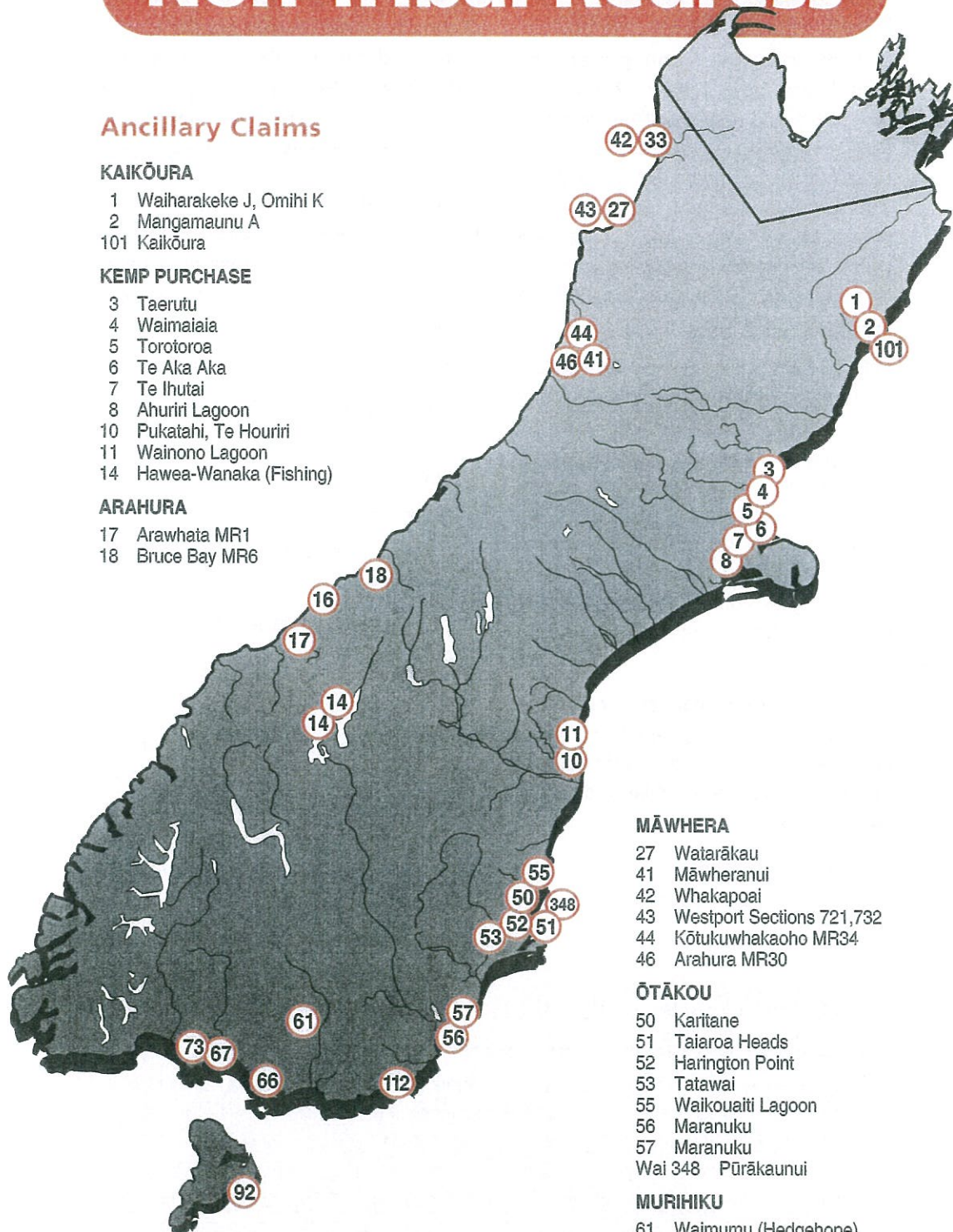
- 1 Waiharakeke J, Omihi K
- 2 Mangamaunu A
- 101 Kaikōura

KEMP PURCHASE

- 3 Taerutu
- 4 Waimaiaia
- 5 Torotoroa
- 6 Te Aka Aka
- 7 Te Ihutai
- 8 Ahuriri Lagoon
- 10 Pukatahi, Te Houriri
- 11 Wainono Lagoon
- 14 Hawea-Wanaka (Fishing)

ARAHURA

- 17 Arawhata MR1
- 18 Bruce Bay MR6



MĀWHERA

- 27 Watarākau
- 41 Māwheranui
- 42 Whakapoai
- 43 Westport Sections 721,732
- 44 Kōtukuwhakaoho MR34
- 46 Arahura MR30

ŌTĀKOU

- 50 Karitane
- 51 Taiaroa Heads
- 52 Harington Point
- 53 Tatawai
- 55 Waikouaiti Lagoon
- 56 Maranuku
- 57 Maranuku
- Wai 348 Pūrākaunui

MURIHIKU

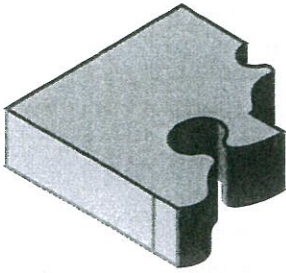
- 61 Waimumu (Hedgehope)
- 66 Invercargill
- 67 Aparima
- 73 Aparima
- 112 Tautuku

SILNA

- 14 Hawea-Wanaka
- 16 South Westland Reserves*
- 33 Whakapoai
- 92 Port Adventure / Toi Toi

*This claim has 3 elements

• Non-Tribal Redress



The Non-Tribal Redress provides for the many claims by individuals that were also heard by the Waitangi Tribunal. These private claims are completely separate from the collective Ngāi Tahu Claim, Te Kerēme. In the past, the Crown has lacked the motivation to resolve these issues and the drawn out processes of the under-resourced Māori Land Court have generally resulted in these claims remaining unresolved. The Crown's offer contains a firm commitment to provide the resources to resolve all of these claims within a specified period of time.

1. Ancillary Claims

Ancillary Claims are the private claims of individual Ngāi Tahu beneficial owners or groups of beneficial owners which were taken to the Waitangi Tribunal at the same time as the Wai 27 hearings were held. The Waitangi Tribunal published a separate report on these claims (The Ngāi Tahu Ancillary Claims Report 1995).

These claims arose out of Crown actions when dealing with the individual property rights of members of Ngāi Tahu Whānui in the years following the execution of the original purchase agreements between Ngāi Tahu and the Crown. For this reason, the redress which is being offered in respect of these claims goes to the descendants of the claimants and does not come to Te Rūnanga o Ngāi Tahu.

The Crown is to offer redress in respect of every beneficial (non-tribal) Ancillary Claim which was upheld by the Waitangi Tribunal, at no cost to Te Rūnanga o Ngāi Tahu.

The Ancillary Claims for which redress has been offered are:

- **Fenton Entitlements** – the Crown's offer would provide redress in six cases relating to Fenton Reserves awarded in 1868. The redress would allow those descendants to occupy temporarily and exclusively certain sites owned by the Crown for up to 210 days per year, together with an associated right to fish exclusively in a part of a waterway. This redress has been offered for Ancillary Claims 3 (Taerutu), 4 (Waimaiaia), 5

(Torotoroa), 6 (Te Aka Aka), and 10 (Pukatahi and Te Houriri)

- **fishing reserves** – title to land close to, or adjacent to, water bodies will be granted in order to provide redress for claims 7 (Te Ihutai), 8 (Ahuriri), 11 (Wainono), and 14 (Hawea). For claim 53 (Tatawai) an area from within the Sinclair Wetlands will be set aside to replace Lake Tatawai. With respect to claim 55 (Waikouaiti Lagoon), the rights of the beneficial owners to take fish from this lagoon are to be restored
- **land based claims** – which comprise:
 - (i) **Kaikōura** – unencumbered freehold title to two replacement properties will be given to the descendants of the beneficial owners of claims 1 and 2, whose Tribunal claims were upheld. The status of the Takahanga Marae site will be confirmed and a small urupā will be added to the reserve
 - (ii) **Arahura** – land (and in some cases replacement land) will be transferred to the descendants of the original beneficial owners of claims 17 (Arawhata MR 1) and 18 (Bruce Bay MR 6). The Māwhera Incorporation will be given title to four properties to settle the seven Māwhera claims which were upheld by the Waitangi Tribunal
 - (iii) **Ōtākou** – a small area of land taken for recreation reserve claim 57 (Maranuku) will be returned to the owners. An area of land taken for a scenic reserve will be replaced for claim

56 (Maranuku). The land involved in claim 52 (Harington Point) has already been vested in the descendants of Wiremu Potiki by the Māori Land Court provided that they pay for the site. However, the Crown has undertaken to pay the full costs of this vesting on settlement. With respect to claim 50 (Karitane) the Crown will write to the Dunedin City Council encouraging the Council to resolve the long-standing issue over the ownership of the foreshore reserve. In the case of claim 51 (Taiaroa Heads), the Crown is to implement, as far as it is possible to do so, the Waitangi Tribunal's recommendations with respect to this complex claim

(iv) **Murihiku** – title to areas of replacement land for claim 66 (Invercargill) and claims 67 and 73

(Aparima) will be transferred to the descendants of the original beneficial owners. The long-running claim in respect of the Hedgehope Transmitter site will be resolved by returning title to the whole area to descendants of the original owners, with a lease-back of a portion of the land to Broadcasting Corporation Ltd. Owners in the Tautuku Block will be permitted to seek legal access across Crown owned land to certain land-locked titles within this block

A special Trust is to be set up by the Crown, working with Ngāi Tahu, to receive the properties which are being transferred to Ancillary claimants, with a process put in place to identify the current beneficial owners of the land as quickly and efficiently as possible.

ANCILLARY CLAIMS: Questions & Answers

Q: Why is there no cash compensation for these claims?

A: The basis on which redress was sought for these private claims was to restore to the current beneficial owners of those claims either the land which had been taken by the Crown, or if this was not possible, land of approximately the same area and/or value as the land that had been lost. This is consistent with the approach which has been adopted by claimants in the North Island when settling similar non-tribal claims.

Q: Why are these Ancillary Claims being settled under the main claim?

A: Te Rūnanga o Ngāi Tahu, and previously the Ngāi Tahu Māori Trust Board, have historically supported the take of individual Ngāi Tahu beneficiaries. The experience of most beneficiaries who try to negotiate directly with the Crown is that it is very difficult to have the claim resolved at all. In some cases, despite the fact that the Crown has been prepared to return land to beneficiaries many years ago, the process has simply become bogged down by bureaucracy.

2. South Island Landless Natives Act 1906 (SILNA)

There were several claims taken to the Waitangi Tribunal arising out of the Crown's failure to give effect to various undertakings it made in respect of this Act. The Tribunal upheld five specific claims where the Crown had set aside land for particular beneficial

owners, and had then failed to transfer the title to those people. This relates to lands in claims 14 (Hawea/Wanaka), 33 (Whakapoai), 16 (South Westland), and 92 (Port Adventure and Toi Toi).

The Crown's Settlement Offer sets out a process for the identification of the descendants of those original beneficiaries. In three cases (Whakapoai, Port Adventure and Toi Toi) the Crown will offer the descendants of those beneficial owners either title to the original allocations or the

opportunity to enter further negotiations with the Crown. In respect of the Hawea/Wanaka and South Westland claims, the Crown has offered alternative land to replace the original reserves. All of this redress will be at no cost to Te Rūnanga o Ngāi Tahu.

SILNA: Question & Answer

Q: Does the Crown offer affect the Wai 158 claim?

A: The substance of the Wai 158 claim will not be affected if Te Rūnanga o Ngāi Tahu accepts the Crown's Settlement Offer. The owners of the various SILNA lands involved in the Wai 158 claim will continue to be free to pursue their own negotiations with the Crown.

OVERALL CLAIM SETTLEMENT: Questions & Answers

Q: What is the basis of the Crown's Settlement Offer?

A: The Waitangi Tribunal Reports formed the basis for the negotiation of the redress package. That report (Wai 27) and its findings covered the eight major Ngāi Tahu land claims and the mahinga kai claims ('The Nine Tall Trees'). The Ancillary Claims were reported on subsequently.

Q: How are specific regional claims such as those on Banks Peninsula or at Kaikōura, recognised in the Settlement Offer?

A: All regional and other claims were brought to the Waitangi Tribunal as a collective tribal claim, and the Tribunal reported on the claims on that basis. In turn, the negotiations for the redress that is contained in the Crown's Settlement Offer were conducted on the basis of the Tribunal's Reports. The Settlement Offer is for the benefit of Ngāi Tahu Whānui as a whole, rather than being divided and apportioned according to losses arising from particular Crown purchases. The Reports of the Waitangi Tribunal recognised the justice of the various claims and the draft Deed of Settlement clearly identifies them. The Tribunal did not weight those claims according to the relative value of the loss. Although it would have been possible to pursue claims on a regional basis, the tribe resolved, both before starting the Waitangi Tribunal claim and during that process, that this would have been far too costly, with no guarantee that any redress would be achieved in the end.

Q: Does the Crown's Settlement Offer remove Ngāi Tahu's Treaty rights?

A: This Offer is stated to be fair in the circumstances and to be a final settlement of the grievances that we took to the Waitangi Tribunal (Wai 27) and covered by its reports in 1991 and 1995. It does not prevent claims arising from a failure to honour the principles of the Treaty since September 1992, nor does it take away any existing Article 2 or 3 rights under the Treaty.



Ngāi Tahu Representatives for Te Kerēme

TE RŪNANGA O NGĀI TAHU

Our Tribal Identity

Mō tātou, ā, mō kā uri ā muri ake nei - *For us and our children after us*

Ngāi Tahu – The People

Ngāi Tahu's register of tribal members is based upon tracing ancestry to those Ngāi Tahu living in 1848. The names of those people were collated in 1925, in the context of Claim negotiations with the Crown at that time, and are recorded in what is known today as the 'Blue Book'.

All descendants of those people named in the Blue Book are Ngāi Tahu tribal members and can be entered onto the tribal register by simply filling in an enrolment form that is available from Te Rūnanga o Ngāi Tahu's Head Office. Whakapapa research and the provision of assistance in this area to members of Ngāi Tahu Whānui are at the heart of the new tribal structure.

Interest in the tribal register began to increase in the 1970s and this trend has continued since then. The heightened interest is attributable to a number of reasons, including the release of the Waitangi Tribunal's Reports on the Ngāi Tahu Claim in 1991, 1992 and 1995.

Enrolment forms are now being received at an unprecedented rate, with some 3,000 applications being processed this year alone. There are currently some 17,000 members on the tribal register. The last Census recorded approximately 29,000 people as nominating Ngāi Tahu as their tribal affiliation.

Any enquiries or requests for enrolment information should be made to:

Whakapapa Unit,
Te Rūnanga o Ngāi Tahu
PO Box 13-046, Christchurch
New Zealand.

Te Rūnanga o Ngāi Tahu – A 'Legal Personality' For The Tribe

The term 'legal personality' simply refers to the legal status of a person or a collective body. It is this status that gives all the normal rights and powers under New Zealand law. Any member of Ngāi Tahu Whānui, as an individual, can enter into a contract or sue or be sued. However, a tribe cannot do these things unless it has a legal personality of its own.

When English law was introduced into New Zealand after the signing of the Treaty of Waitangi, those collectives known as tribes did not have legal status. Indeed, no Māori tribe has had a legal personality until Ngāi Tahu obtained its legal status with the passing of Te Rūnanga o Ngāi Tahu Act in 1996. Bodies such as Māori Trust Boards represent tribes, but are not a true legal identity for them. In any event, Trust Boards are accountable only to the Crown and not to the members of the tribes that they represent.

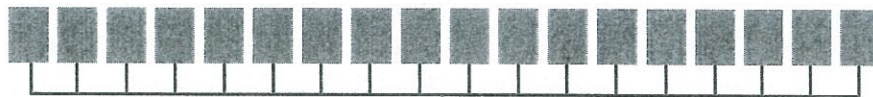
The Ngāi Tahu leadership began to grapple with the issues of legal identity and appropriate tribal structures in the mid-1980s. It was by way of those debates over a ten year period that the present Ngāi Tahu tribal structure and Te Rūnanga o Ngāi Tahu evolved. Throughout that period the Ngāi Tahu Māori Trust Board continued to conduct the business of the tribe and represented its interests.

THE STRUCTURE OF TE RŪNANGA O NGĀI TAHU

Ngāi Tahu Whānui



18 Papatipu Rūnanga



Te Rūnanga o Ngāi Tahu

TRIBAL GOVERNING BODY REPRESENTING THE 18 PAPATIPU RŪNANGA

Charitable Trust

**Ngāi Tahu
Group Management Limited**

ADMINISTRATIVE ARM OF TE RŪNANGA O NGĀI TAHU

**Ngāi Tahu
Holdings Corporation Ltd**

Manages assets to produce funds for
Te Rūnanga to distribute via Ngāi Tahu
Development Corporation

**Ngāi Tahu
Development Corporation Ltd**

Distributes funds sourced from Ngāi Tahu
Holdings Corporation for education, health
and other social and cultural development

How the Ngāi Tahu Māori Trust Board became Te Rūnanga o Ngāi Tahu

One of the recommendations made by the Waitangi Tribunal was that the Crown should move swiftly to provide a legal personality for the tribe. That could only be done by legislation. Such a step was as important for the Crown, contemplating delivery of a substantial Treaty settlement, as it was for Ngāi Tahu as the tribe approached the 21st century. The final form of that structure was confirmed in 1992 at Ngāi Tahu's Hui-ā-Tau at Kaikōura, with all but one person at that hui voting in favour of it.

Shortly after the settlement negotiations between Ngāi Tahu and the Crown began in 1991, the Crown – at the express request of Ngāi Tahu – agreed to introduce special legislation to establish a legal representative body for the tribal collective of Ngāi Tahu Whānui. The legislation was introduced in 1992, and was expected to be enacted towards the end of 1993. The Charter, or guiding constitution, of the proposed new body was developed by the tribe, after extensive internal consultation over many years, and was adopted on 21 August 1993 by all of Ngāi Tahu's 18 Papatipu Rūnanga. However, as a result of delays brought about in the Select Committee process, the legislation was not enacted until 24 April 1996, and then only because of the active intervention of the Prime Minister, the Right Honorable Jim Bolger.

Te Rūnanga o Ngāi Tahu Act 1996 provided a mechanism to transfer all the assets and activities of the Ngāi Tahu Māori Trust Board to the new body which it established.

The Act recognised the Charter that had already been adopted in 1993. That Charter is a contract between all 18 Papatipu Rūnanga – the members of Te Rūnanga o Ngāi Tahu – and it contains the guiding principles and the operational rules

under which the organisation conducts its business as the representative of the tribal collective of Ngāi Tahu Whānui. Accountability is one of the major limbs of the Charter.

The Structure of Te Rūnanga o Ngāi Tahu

Te Rūnanga o Ngāi Tahu is sometimes referred to as the tribal 'parliament' of Ngāi Tahu. It represents the tribal collective, but does not trespass on the rangatiratanga of its individual members, the Papatipu Rūnanga. These Papatipu Rūnanga are regional collective bodies that were established by Ngāi Tahu in the 19th century around traditional marae-based communities. The members of Ngāi Tahu Whānui who whakapapa to particular Papatipu Rūnanga elect committees which are responsible for appointing a Rūnanga Representative and an alternate Representative to the tribal parliament. Te Rūnanga o Ngāi Tahu is, in turn, trustee of the Ngāi Tahu Charitable Trust, through which it owns and operates its many activities.

The Separation of Economic and Cultural Activities

Te Rūnanga o Ngāi Tahu has two operational arms for carrying out the tribe's activities. They are managed by Ngāi Tahu Group Management Limited, which is responsible for overall management, monitoring and co-ordination.

These two arms are:

- Ngāi Tahu Holdings Corporation Limited – responsible for managing all commercial activities, such as the tribe's property and fishery investments, to provide the income required to fund both Te Rūnanga o Ngāi Tahu and Ngāi Tahu Development Corporation
- Ngāi Tahu Development Corporation Limited – responsible for the delivery of the social and cultural aspects of the tribe's development

Social and Cultural Development

Under the Charter of Te Rūnanga o Ngāi Tahu, which is binding on Te Rūnanga, Ngāi Tahu Development Corporation's role is to pursue social and cultural development objectives. These objectives are defined in the Charter as follows:

“social and cultural development includes education, health care, age care, insurance, superannuation, the enhancement of community facilities, the fostering of the study of Ngāi Tahu whakapapa, tikanga, history and tradition, the promotion of the composition and performance of waiata, purākau and whaikōrero, the promotion and active protection of taoka Ngāi Tahu, wāhi taoka and koiwi tāngata, the fostering of where wānanga and where kura, the fostering of all aspects of Ngāi Tahu and Māori culture (including traditional and contemporary arts and crafts) and the teaching of Te Reo Māori with particular emphasis on Kai Tahu dialects.”

Examples of existing programmes include:

- developing relationships with educational institutions in our rohe to provide programmes which are suitable for Ngāi Tahu members
- developing and undertaking research projects on Ngāi Tahu health and initiating supplementary follow-up programmes
- running Māori language immersion programmes to increase fluency in Te Reo
- providing smoke-change education to antenatal women, mothers and whānau
- holding wānanga (learning workshops) at Rūnanga to strengthen the cultural base of the whānau, iwi and hapū
- re-establishing self esteem and pride in rangatahi (young people) by increasing their knowledge of Tikanga Ngāi Tahu

Tribal Accountability

Strict accountability is maintained throughout Te Rūnanga o Ngāi Tahu and the group of companies that conducts its business and tribal development. This is achieved by a number of mechanisms that include:

- the ability of each Papatipu Rūnanga to elect and dismiss their representatives at will
- the highest standards of financial reporting
- independent auditing
- close monitoring of all activities in the group by Ngāi Tahu Group Management Limited
- two-monthly reporting on all tribal activities by Ngāi Tahu Group Management Limited to Te Rūnanga o Ngāi Tahu and the Papatipu Rūnanga
- half-yearly reports to Te Rūnanga o Ngāi Tahu and Papatipu Rūnanga
- the provision, at no charge, of annual audited reports to all registered members of Ngāi Tahu Whānui who are 18 years of age and over

The whole structure operates under the strict requirements of the Te Rūnanga o Ngāi Tahu Act 1996 and Te Rūnanga's Charter. Both of these documents are publicly available.

Individual members of Ngāi Tahu Whānui are kept in the picture and can have their say by:

- attending the meetings of any of the Papatipu Rūnanga with which they have an association
- attending the regular meetings of Te Rūnanga o Ngāi Tahu
- attending the Annual General Meeting of Te Rūnanga o Ngāi Tahu and/or the tribal Hui-ā-Tau

- writing to or telephoning any of the Papatipu Rūnanga with which they have an association, and/or directly to Te Rūnanga o Ngāi Tahu itself
- the provision of three tribal magazines per year at no charge, to all registered members of Ngāi Tahu Whānui who are 18 years of age and over

Should the Crown's Settlement Offer be accepted, and once all the Cash Compensation has been paid to Ngāi Tahu, the tribe will have an asset base placing it within the top ten companies in Te Wai Pounamu. This will be reflected in the funds available for social and cultural development of the tribe.

A Vision for the Future

Should the Crown's Settlement Offer be accepted, the tribe's asset base will increase dramatically. Sir Tipene O'Regan and Charles Crofts stated in the tribe's 1996 Annual Report, "If we have managed to build a net asset worth \$32 million from \$100,000 in 1990, what kind of multiple can we reasonably expect to build on a nominal settlement base of \$170 million?"

Sir Tipene O'Regan and Charles Crofts also noted that, "We will, however, need to maintain our own internal political unity around the kaupapa embodied in the Charter".

There is an opportunity to use the settlement redress as a foundation for building the tribe's future growth. Ngāi Tahu will then be in control of its own destiny for the first time since last century.

• TRIBAL IDENTITY: Questions & Answers

Q: If I'm not active in my Papatipu Rūnanga, how do I benefit from the Settlement?

A: Ngāi Tahu Development Corporation Limited distributes benefits and grants directly to all members of Ngāi Tahu Whānui regardless of where they live. Individuals who are not active or even associated with a particular Papatipu Rūnanga can still benefit from the settlement. The settlement would result in a rapidly increasing number of educational grants, health initiatives and wānanga being available in the future.

Q: Why is Te Rūnanga o Ngāi Tahu making the final decision about the Crown's Settlement Offer?

A: Te Rūnanga o Ngāi Tahu was established by an Act of Parliament at Ngāi Tahu's request after ten years of extensive internal deliberation and consultation. As the tribe's governing body, accountable to the people under the Act and the Charter, Te Rūnanga o Ngāi Tahu has both the legal and moral responsibility to make the final decision on whether or not to accept the Crown's Settlement Offer. However, Te Rūnanga o Ngāi Tahu wants to know your views before it makes this important decision; hence the postal ballot that is being undertaken.



Ngāi Tuahuriri women

THE NEGOTIATORS

The Crown's Settlement Offer was negotiated on behalf of Ngāi Tahu by the Ngāi Tahu Negotiating Group. These people follow in the footsteps of many Ngāi Tahu who have, over the years, worked tirelessly to have Te Kerēme resolved.

The team that has developed since the first Waitangi Tribunal Report was released in 1991, when this last round of negotiations began, was further refined into three task groups for the negotiation of the draft Deed of Settlement that forms the Crown's Settlement Offer.

The Crown structured its own negotiating teams to match the Ngāi Tahu model and contracted a partner from Coopers & Lybrand to fill the role of its negotiating team leader.

- **A-Team:**

The Principals

This team is mandated by Te Rūnanga o Ngāi Tahu to manage the negotiations process and to carry out the tasks necessary to advance the resolution of Te Kerēme. It is responsible for negotiating directly with government Ministers and resolving the major negotiating differences. It is chaired by Sir Tipene O'Regan.

Other Ngāi Tahu leaders in the A-Team at the time of the Crown's formal Settlement Offer are Trevor Howse, Kuao Langsbury, Edward Ellison and Charles Crofts in his role as Kaiwhakahaere of Te Rūnanga o Ngāi Tahu. Rakihia Tau (Snr) resigned from the A-Team shortly before the Crown's Settlement Offer was received. Te Rūnanga o Ngāi Tahu subsequently filled this position with Rakihia Tau (Jnr). The Principals have been supported by Paul Baines, formerly Chief Executive of CS First Boston.

- **B-Team:**

The Overall Negotiating Group

This executive team works directly with, and advises, the Ngāi Tahu A-Team on all matters relating to the Claim.

During the negotiations the B-Team dealt with high-level officials from many government departments, including the Office of Treaty Settlements, The Treasury, Crown Law Office, the Department of Conservation, commercial advisers Coopers & Lybrand and the Crown's legal advisers, Chapman Tripp. Along with the C-Teams, the Ngāi Tahu B-Team bore the brunt of the day-to-day negotiations with the Crown on every aspect of the Crown's formal Settlement Offer.

The B-Team is led by the Chief Executive of Ngāi Tahu Group Management, Sid Ashton. The team also includes legal adviser Nick Davidson from Bell Gully, commercial adviser Richard Meade from First NZ Capital, Charles Crofts, and Claims Manager Anake Goodall.

- **C-Teams:**

The Specialist Groups

These diverse teams carried out the detailed research and clause-by-clause negotiation of the various sections of the draft Deed of Settlement that makes up the Crown's Settlement Offer. These teams also interacted with the officials and staff of various government departments, often at an operational level.

Actively supporting the B-Team, and advised by kaumātua and many other tribal experts, these teams were divided into separate task groups. Each group focused on a separate aspect of the Claim, such as

mahinga kai. C-Team members participated in the regular negotiating sessions between Ngāi Tahu and Crown B-Teams.

The team leaders for the various Cultural Redress teams included Diane Crengle, Justine Inns, Jan West and Sandra Cook. They were assisted by legal adviser Linda Constable of Lane Neave. Te Maire Tau led the Apology team and Tony Sewell was team leader for the Economic Redress group which also included David Chisnall of Bell Gully. A number of other professional advisers were also used on a case-by-case basis to support the teams in their work.

At least one B-Team member and/or A-Team member participated in the work of the individual C-Teams. Regular meetings were held between each of the various teams and their members to ensure that the negotiating effort was at all times focused and coordinated. This strategy contributed significantly to the successful resolution of the negotiations.

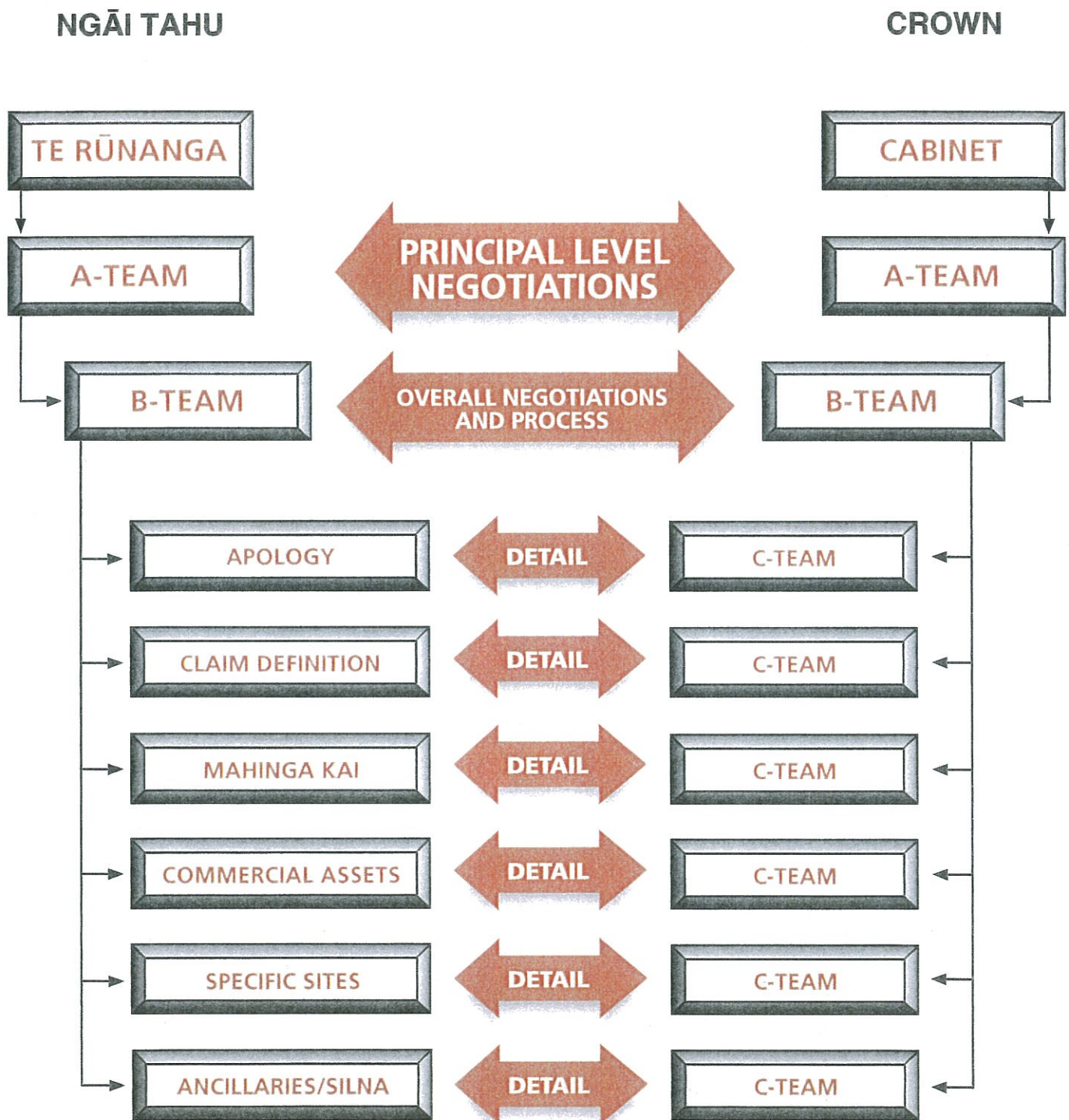
Many advisers from individual Rūnanga were also consulted, along with the part-time involvement of others for specific advice. This combination of tribal and professional expertise, contributed to the resolution of the Claim to the point of receiving the Crown's Settlement Offer.

The Ngāi Tahu 'B-Team' Negotiators



Back left to right: Nick Davidson and Richard Meade
Front left to right: Anake Goodall, Sid Ashton and Charles Crofts

NEGOTIATING STRUCTURE





Clockwise from left: Teone Taare Tikao, Hoani Matiu, Hana Maaka and Hera Te Wahia

"These are the things which divide the Māoris from the Europeans. They feel that the promises made by the Europeans have not been fulfilled, while all that the Māoris have promised has been fulfilled."

HORI KEREI TAIAROA, MHR SPEAKING IN NZ PARLIAMENT OCTOBER 21 1878.

A LONG TIME COMING: *The History of Te Kerēme*

Ngāi Tahu, our tribe – originating with ancestors Paikea and his descendant Tahu Potiki from the North Island East Coast, and linking with the long-time South Island resident Waitaha people – had its first contact with Pākehā sealers and whalers from around 1795. By the 1830s, Ngāi Tahu had built up a thriving industry supplying whaling ships with provisions such as pigs, potatoes and wheat. Later, shore stations were established from 1835 under the authority of local Ngāi Tahu chiefs.

Many Ngāi Tahu women married whalers, and the tribe was no stranger to European ways. When the Treaty of Waitangi was signed in 1840 by seven, high-ranking southern chiefs, it was seen as a convenient arrangement between equals. By 1849 when the Crown began defaulting on the terms of a series of ten major land purchases dating from 1844, earlier suspicions of the Crown's good faith by some of the Ngāi Tahu chiefs seemed confirmed, and the Ngāi Tahu Claim – 'Te Kerēme' – was born.

Commission of Inquiry – the Smith-Nairn Commission – had its funding halted by a new Government and went into recess without delivering any findings despite positive progress reports.

The pressure from Ngāi Tahu was maintained and another Royal Commission in 1886 under Alexander Mackay was more sympathetic, stating plainly that the tribe needed land, and recommended 200,000 acres in compensation. Another change of Government meant the Commission's report was never actioned. A second Mackay inquiry that graphically described the tribe's poverty, again had no outcome.

Smith and Mackay persisted, and in 1906 the South Island Landless Natives Act allocated some 116,000 acres, or an average of 31 acres of remote bush and forest land to each of the listed Ngāi Tahu, at a time when landless Europeans were being awarded approximately five times that area in productive farmland.

Other sporadic attempts at redress

The Crown undertook to set aside adequate reserves – to have been approximately 10 per cent of the 34.5 million acres sold – but this was never done.

The Crown undertook to set aside adequate reserves – to have been approximately 10% of the 34.5 million acres sold – but this was never done. There were also disputes over boundaries, and the Crown's failure to establish schools and hospitals, as promised. In addition, the tribe lost its access to its mahinga kai, or food gathering resources, and other sacred places such as urupā.

Ngāi Tahu first took its case to the Māori Land Court before Chief Judge Fenton in 1868, receiving only paltry additional rights. It then attempted to challenge the judgement in the Supreme Court, but the Government acted to remove it from the Court's jurisdiction. A decade later, a Royal

occurred including a 1921 Royal Commission and the belated 1946 Ngāitahu Claim Settlement Act. The Act that set up the Ngāi Tahu Māori Trust Board was passed without consultation. This was grudgingly accepted by the tribe on the grounds that "half a loaf is better than none".

The Treaty of Waitangi Act in 1975 and its amendment in 1985 were introduced by two successive Labour Governments. For the first time a door which had long been closed was finally opened. In 1986 Ngāi Tahu, in the names of the Ngāi Tahu Māori Trust Board and Henare Rakihia Tau, on behalf of himself and others of Ngāi Tahu descent, lodged a claim with the Waitangi Tribunal alleging Treaty breaches.

After two years of hearings from 1987 to 1989 up and down Te Wai Pounamu, the Tribunal's three-volume report was released in 1991. The Tribunal concluded that the Crown had exercised its "right of pre-emption" with respect to land under the Treaty, without shouldering the "reciprocal Treaty obligation to ensure that Ngāi Tahu was left with an ample endowment for its present and future needs". This was followed in 1992 by its Ngāi Tahu Sea

Fisheries report, saying the Crown had "usurped" Ngāi Tahu's fishing rights in breach of the Treaty, and the 1995 Ancillaries Claims report detailing specific breaches and losses relating to the private claims of individual Ngāi Tahu owners, or groups of beneficial owners. The present settlement proposal is the culmination of years of struggle to get the justice of our claim recognised and dealt with.

NGĀ TĀTAI - The Threads of Time

Forty-four generations ago, Rakaihautu arrived in Whakatū, Nelson and his descendants occupied the South Island. This is the origin of the Waitaha iwi.

Twenty-one generations ago, Paikea landed in the Bay of Plenty and begat Tahu Pōtiki, the tīpuna of Ngāi Tahu. Paikea fathered Tahu Pōtiki at Turanga, Poverty Bay. All Ngāi Tahu claim descent from this ancestor.

Te Wai Pounamu. Maru Kaitatea established Ngāti Kurī at Kaikōura. Tū Ahuriri's son, Tūrākautahi, placed Ngāi Tuhaitara at Kaiapoi Pā.

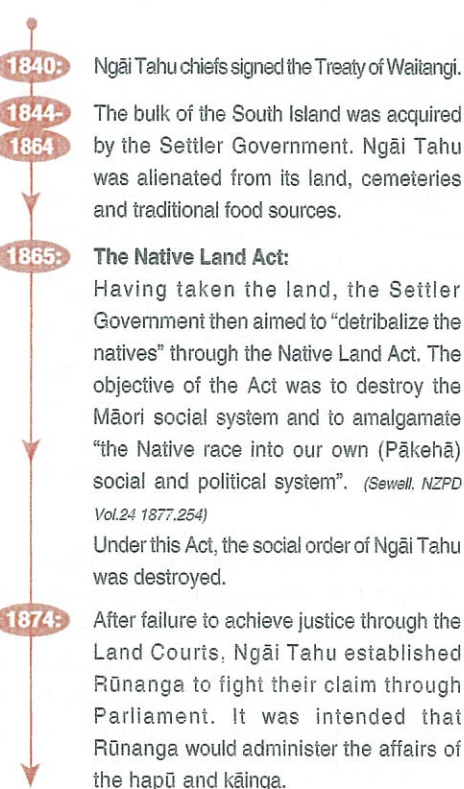
With Kaikōura and Kaiapoi Pā established, Ngāi Tahu iwi established manawhenua in the South Island.

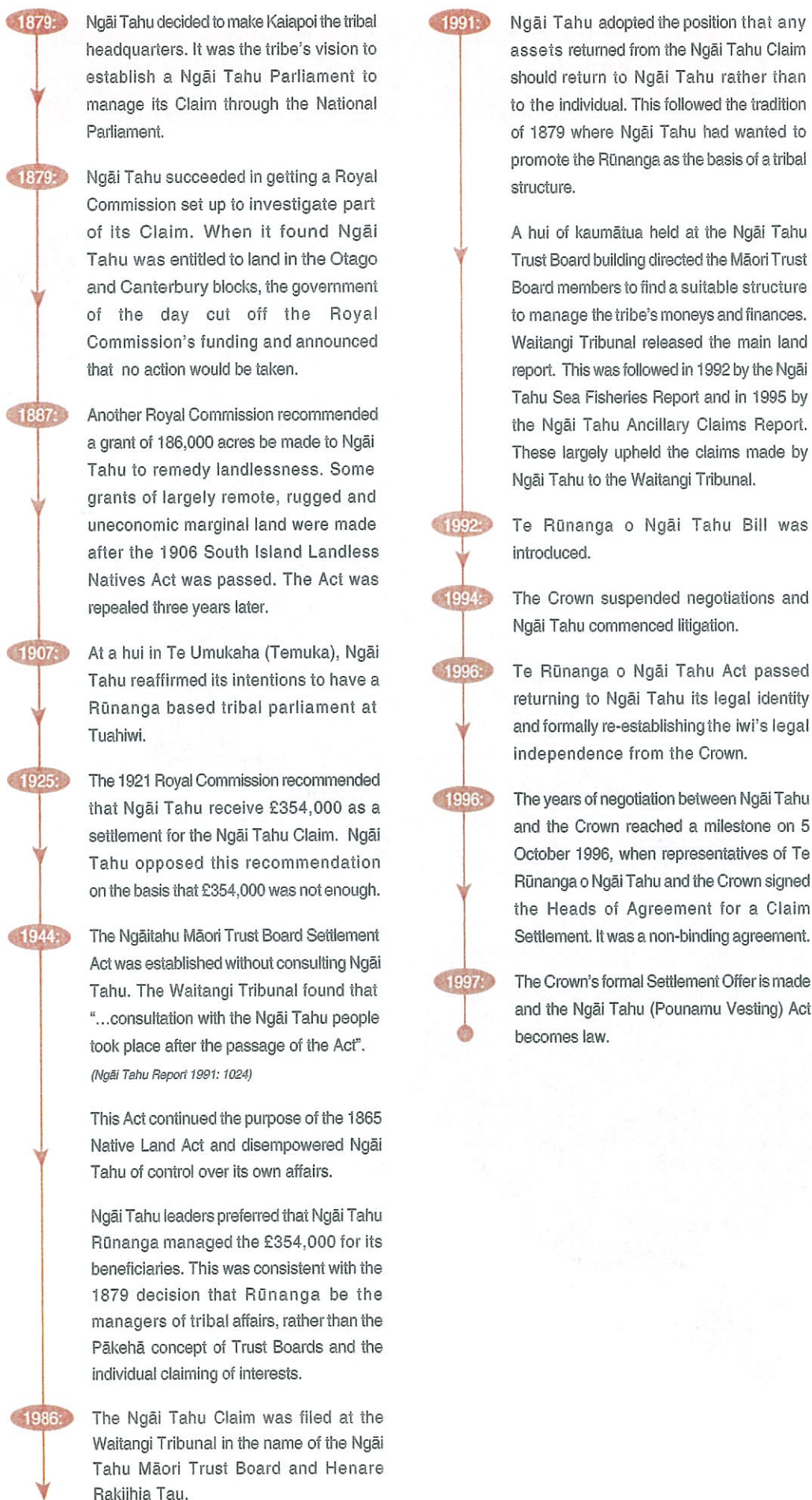
Through intermarriage, warfare and political alliances, Ngāi Tahu interests amalgamated with Ngāti Mamoe and Waitaha iwi.



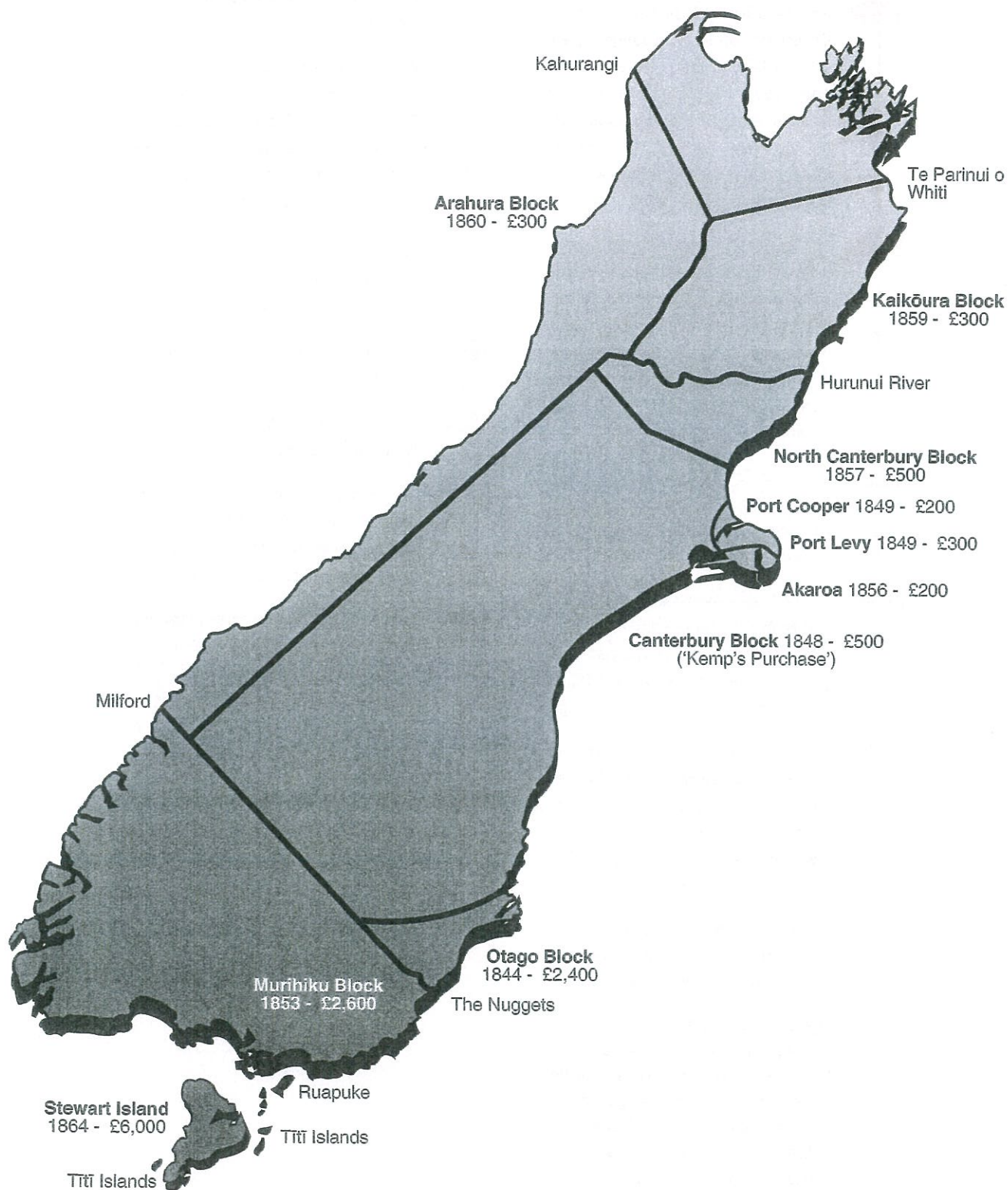
Within nine generations, Ngāi Tuhaitara and Ngāti Kurī settled in Te Whanganui-a-Tara (Wellington) under the respective leadership of Tū Ahuriri and Maru Kaitatea.

Ngāti Kurī and Ngāi Tuhaitara migrated to





Ngāi Tahu Land sold to the Crown between 1844 and 1864



THE NINE TALL TREES

The 'Nine Tall Trees' referred to in the Ngāi Tahu Claim, are the eight major land purchases (with the three Banks Peninsula purchases considered as one), and mahinga kai.

History of the Land Purchases

• The Ōtākou Purchase – 1844

In 1844 Ngāi Tahu sold over 400,000 acres of land in the Otago region to the New Zealand Company for £2,400.

In contrast to many of the later purchase agreements, great care was taken to establish the boundaries of the area to be sold and to identify the land which was specifically reserved from the sale. The land retained by Ngāi Tahu was around 9,615 acres and represented some (but not all) of those areas which Ngāi Tahu did not wish to relinquish. However, the Ngāi Tahu understanding of the agreement was that further reserves would be set aside, amounting to one 'tenth' of the total area sold. This was never done.

The Waitangi Tribunal found that the Crown was under an obligation to ensure that any agreement to purchase land from Māori, "...should have provided for an endowment equivalent to the tenths and that this should have been in respect of the whole block".

• The Canterbury Purchase (Kemp's Deed) – 1848

In 1848, Henry Tacy Kemp, acting on behalf of the Crown, purchased 13,551,400 acres of land for £2,000. The boundaries were not well defined at the time and the exact area purchased by the Crown has always been a contentious issue for Ngāi Tahu. In any event, it is important to note that out of that massive acreage, the area set aside by the Crown for Ngāi Tahu was a meagre

6,359 acres. This was despite a Crown directive to Kemp to "reserve to the natives ample portions of land for their present and prospective wants".

At the time Ngāi Tahu signed the deed of sale they were under considerable pressure to do so. The previous year the Crown had 'purchased' a large area of Ngāi Tahu land from Ngāti Toa under the Wairau Deed. As a consequence of that action, Ngāi Tahu felt compelled to sign the Kemp Deed in order to confirm their mana over the remaining land.

Under the terms of the deed of sale, as well as receiving an undertaking that adequate reserves would be set aside "for their present and future wants" and the provision of schools and hospitals, Ngāi Tahu were also promised that all of their mahinga kai areas (the places where they gathered all of their traditional food and other natural resources) would be set aside for them.

Not only did the Crown fail to set aside adequate reserves for Ngāi Tahu (the average area being 10 acres per person), but the Crown also determined that mahinga kai sites were restricted to those areas currently under cultivation as gardens, or the places where there were fixed structures such as eel weirs. As a result, Ngāi Tahu lost ownership and control of, and access to, all of their traditional food gathering places such as Te Waihora (Lake Ellesmere) and Tūtaepatu (Woodend Lagoon).

• The Banks Peninsula Purchases - 1849, 1856

The Banks Peninsula claims consisted of three 'purchases' by the Crown (Port Cooper 1849, Port Levy 1849, and Akaroa 1856). The background against which these three Deeds were signed is complicated. The French claimed to have purchased the land from Ngāi Tahu by way of two deeds of sale in 1838 and 1840. At the same time the Crown was asserting that, not only were the French Deeds invalid, but that the land Ngāi Tahu claimed to own had already been sold to the Crown under the Kemp Deed.

When it became apparent that Ngāi Tahu did not accept that either the French or the Crown had secured the title to Banks Peninsula, Governor Grey sent Walter Mantell to settle the matter. In short, Mantell was to secure the Crown title to the land and to dispose of any Ngāi Tahu interest in the land as expediently as possible. Thus from the Crown perspective, the Banks Peninsula transactions were not to be treated as purchases, but were more in the nature of granting awards of reserves and cash in return for any residual claims Ngāi Tahu may have had on the Crown title.

Mantell was given a clear directive to disregard any claims Ngāi Tahu might make with regard to their ownership of the land. The discussions between Mantell and Ngāi Tahu were difficult and protracted but eventually Ngāi Tahu were persuaded to sign the Port Levy and Port Cooper Deeds. The Waitangi Tribunal upheld the Ngāi Tahu claim that both of those Deeds represented forced sales.

In 1849, Mantell's meagre offer to extinguish Ngāi Tahu title to Akaroa was firmly rejected. When Mantell refused to set aside about 30,000 acres on the southern end of Banks Peninsula, the assembled Ngāi Tahu chiefs could not be persuaded to sign the Deed. For the next few years Mantell claimed that the Ngāi Tahu title to the land had been extinguished

because the offer was made on a 'take it or leave it basis'. However, by 1856 the Crown was forced to acknowledge that this was not the case. In 1856, after a further round of negotiations Ngāi Tahu signed the Akaroa Deed.

Under these three deeds, Ngāi Tahu was forced to concede title to 251,500 acres in return for £700 and were left with 3,426 acres of reserves. As a result of these acts, most Ngāi Tahu of Banks Peninsula were eventually driven off their land.

• The Murihiku Purchase - 1853

In 1853, Mantell was given the task of acquiring over 7 million acres for £2,600 in the Southland region. As in other purchases he had negotiated, Mantell was given the power to set aside such reserves for Ngāi Tahu as he thought to be proper, taking into account that these reserves should provide for their present and future needs. Mantell ignored many of the Ngāi Tahu requests for reserves and would only agree to set aside 4,875 acres, about seventeen acres per person.

Part of the agreement – and one of the main reasons Murihiku chiefs agreed to Mantell's offer – was that Ngāi Tahu would be provided with schools and hospitals alongside of each Ngāi Tahu village. This was never done.

As was the case in other purchase areas, the boundaries of the area to be included in the sale were not made sufficiently clear at the time. Ngāi Tahu have always maintained that the region known as Fiordland was not to be included in the Murihiku Purchase.

• The North Canterbury Purchase – 1857

For some years the Crown refused to consider Ngāi Tahu's claim north of Kaiapoi because the Crown had accepted Ngāti Toa's claim to this area in the Wairau Purchase of 1847. The Crown believed that

Europeans could settle in this region without Ngāi Tahu consent.

This settlement process was given further momentum when the Canterbury Association Land Settlement Act 1850 was passed. This Act empowered the Canterbury Association to sell all the land between the Waipara River and the Ashburton River, without any reference to Māori. This included the land in the North Canterbury region which had not yet been purchased from Ngāi Tahu.

Ngāi Tahu never relinquished its claim to the area north of Kaiapoi up to Te Parinui o Whiti. For many years Ngāi Tahu petitioned the Crown to have its mana over this land recognised and in 1856 when Governor Gore Browne visited Canterbury he was persuaded to have the matter investigated. On the advice of Donald McLean (the chief land purchaser for the Crown) the Crown accepted that the area did in fact belong to Ngāi Tahu and not to Ngāti Toa. As a consequence, William John Hamilton was given instructions to negotiate the purchase of the North Canterbury block from Ngāi Tahu.

In 1857, Hamilton met with Ngāi Tahu and agreed to pay £500 to complete the purchase. Hamilton refused to set any reserves aside, saying his instructions did not permit him to do so. In any event almost all of the land was already in European hands. As with the earlier Banks Peninsula purchase, the 'negotiations' were very much a case of 'take it or leave it'. In this instance the Crown was able to acquire title to over 2,137,500 acres without making any provision for Ngāi Tahu to retain any of its land whatsoever.

• **The Kaikōura Purchase - 1859**

The background to the Kaikōura Purchase was similar to that of the North Canterbury Purchase. For some time the Crown had believed that it had purchased the land from Ngāti Toa under the Wairau Deed. During

that period, the Crown leased almost all of the Kaikōura region to pastoral farmers, and so by the time Ngāi Tahu's rights to the area were recognised, there was very little land left which was not already in European hands.

In 1859 the Crown appointed James Mackay Jr to negotiate with Ngāi Tahu to complete the Kaikōura purchase. Mackay refused to consider Ngāi Tahu's original asking price of £10,000 or to set aside a reserve of about 100,000 acres between the Kahutara and Tūtaeputaputa (Conway) Rivers.

Eventually Ngāi Tahu was persuaded to part with ownership over a large area of land (2,817,000 acres) for the nominal price of £300 and with little say over the size and location of the reserves that were left to it. In this case the area of the reserves was a mere 5,558 acres, most of which was described by MacKay himself as being of the "most useless and worthless description".

• **The Arahura Purchase - 1860**

James Mackay Jr was sent to negotiate the purchase of 6,946,000 acres on the West Coast from Ngāi Tahu in 1859. Mackay was under strict instructions to pay no more than £150 to secure this vast area of land. He was also to ensure that the total area of reserves to be set aside did not exceed 500 acres. The Crown was aware that gold had been discovered on the West Coast and was keen to secure the title to the land before Ngāi Tahu realised the value of gold to Europeans. Although some Ngāi Tahu were in favour of selling land to Mackay at that time, they were also anxious to protect their rights to their traditional sources of Pounamu and so the Crown offer was rejected.

Mackay returned in 1860 with authority to offer up to £400 and to set aside up to 10,000 acres of land for Ngāi Tahu. After some discussion, Ngāi Tahu agreed to sell

the land for £300 on the condition that they were able to retain ownership of the Arahura River from its source to the sea as well as a number of other reserves including the Māwhera Reserve (now the site of the town of Greymouth).

The total area of reserves set aside for Ngāi Tahu under this purchase was a mere 6,724 acres. In the Arahura Valley, Mackay awarded only 2,000 acres, around 14,000 acres less than the area required to meet the Ngāi Tahu request.

Perhaps the greatest injustice associated with the Arahura purchase occurred in the years immediately after the purchase. Mackay had been reluctant to allow Ngāi Tahu to keep the land contained in the Māwhera Reserve, as he was well aware that this land had a great deal of development potential. Mackay was to be proved correct and in the years following the purchase, the gold rushes of the 1860s brought many settlers to the West Coast. At first the Māori owners were able to lease the land to settlers and enjoy the benefits of the steady income from these leases. However, by 1887, the government of the day had removed the entire reserve from the control and effective ownership of Ngāi Tahu by granting perpetual leases over the reserve at a peppercorn rental.

• The Rakiura Purchase - 1864

Rakiura (Stewart Island) was the last of the major land purchases in the South Island. The price paid was £6,000 for 420,000 acres, which was certainly the most generous of the Crown transactions. Nine reserves totalling 935 acres were set aside on the island. In addition, the Crown agreed to protect and preserve the rights of Rakiura Māori to access the nearby islands used for the harvesting of tītī (muttonbirds).

• Mahinga Kai

The Ngāi Tahu claim to mahinga kai applies to all of the purchase deeds although it is only specifically referred to in the Kemp

Deed. The Waitangi Tribunal found that the Crown's duty to set aside sufficient land for Ngāi Tahu's present and future needs included a duty to protect Ngāi Tahu's access to mahinga kai.

The definition of mahinga kai includes food and other natural resources and the places from where these things are gathered. Not only did Ngāi Tahu lose ownership and control over these important places, but the activities associated with settlement of the land and the development of pastoral farming, resulted in the wholesale destruction of the natural habitat which sustained these resources.

Mahinga kai was, and still is, a fundamental part of tribal life, and consequently is a very significant part of the Ngāi Tahu Claim.

Conclusion

The Waitangi Tribunal report on these claims was published in 1991 and its findings on the nine tall trees are summarised in the following quote taken from that report:

"The Tribunal has found on the evidence before it that many of the Claimants' grievances arising out of the eight Crown purchases including those relating to mahinga kai, have been established. Indeed the Crown has properly conceded that it failed to ensure Ngāi Tahu were left ample lands for their present and future needs. The tribunal cannot avoid the conclusion that in acquiring from Ngāi Tahu 34.5 million acres, more than half the land mass of New Zealand for £14,750 and leaving them with only 35,757 acres, the Crown acted unconscionably and in repeated breach of the Treaty of Waitangi."

DRAFT DEED OF SETTLEMENT

Copies of the draft Deed of Settlement which constitutes the formal Crown Settlement Offer to Ngāi Tahu, will be available at Te Puni Kōkiri offices in Invercargill, Dunedin, Christchurch and Hokitika, Papatipu Rūnanga, main public libraries and the General Assembly Library. The 1800-page document contains the following sections:

Table of Contents:

	Deed of Settlement
SECTION 1:	Definition and Interpretation
SECTION 2:	Crown Acknowledgments and Apology
SECTION 3:	Aoraki / Mount Cook
SECTION 4:	Transfer of Assets – Early Transfer of Commercial Properties
SECTION 5:	Transfer of Assets – Late Transfer of Commercial Properties
SECTION 6:	Transfer of Assets – Farms
SECTION 7:	Transfer of Assets – Forests
SECTION 8:	Transfer of Assets – General
SECTION 9:	High Country Stations
SECTION 10:	Right of First Refusal
SECTION 11:	Mahinga Kai – Properties
SECTION 12:	Mahinga Kai – General
SECTION 13:	Ancillary Claims
SECTION 14:	SILNA (South Island Landless Natives Act)
SECTION 15:	Specific Sites
SECTION 16:	Ngāi Tahu's Acknowledgments
SECTION 17:	Conditions and Legislation
SECTION 18:	Relativity Mechanism
SECTION 19:	Taxation Matters
SECTION 20:	Miscellaneous Matters

Ngāi Tahu Publications Ltd.

PO Box 13 046, Christchurch. <http://www.ngaitahu.iwi.nz>

©1997 The entire contents of this *Special Edition* are copyright and may not be reproduced in any form either in part or in whole without the written permission of Ngāi Tahu Publications Ltd.

ISSN no. 1173/6011



Ruth Huruhuru

