



Rangitane

Te Runanga a Rangitane O Wairau

SETTLEMENT

Kei puta Te Wairau

Mihi	1
Overview	3
Historical Background to Our Claims	5
The Road to Settlement	9
The Crown's Settlement Offer	11

Recognition of Mana

Recognition of Relationships

- Tapuae o Uenuku
- Kapara Te Hau
- Matariki

Restoration of Associations and Kaitiaki Role
with areas of Historical, Cultural and
Traditional Significance

- Wairau Lagoons / Te Pokohiwi (Boulder Bank)
- Pukatea (Whites Bay)
- Lake Rotoiti / Lake Rotoroa
- Anamahanga (Port Gore)
- The Brothers
- The Wairau, Waimea, Maitai, Kaituna and
Motupiko rivers
- Te Tau Ihu Coastal Marine Area

Wealth Creation - Commercial and
Financial Redress

Post Settlement Governance	27
-----------------------------------	-----------

The proposed post-settlement governance
entity and operational structure of Rangitāne

Appendix	29
-----------------	-----------

**Summary of the Rangitāne O Wairau
Deed Of Settlement**

Claimant definition
Claims in the Deed
Exclusions
The Crown Apology
Crown Acknowledgements
Cultural Redress
Financial and Commercial Redress

Kei puta Te Wairau

Rangitane

Te Runanga a Rangitane O Wairau



Mihi

Chairperson's Message



E ngā iwi, e ngā karangatanga te iti me te rahi, tēnā koutou, tēnā tātou. Me mihi ano ki ā tātau mate e hinga tonu ana, e hinga tonu ana. Hāere rā koutou i runga i ā tātau aitua maha kua mene atu ki te pō. Hāere atu rā, hāere atu rā. Koutou te hunga mate kia koutou, tātau ngā kanohi ora ō rātau mā kia tātau. No reira tēnā koutou, tēnā koutou katoa.

Over the past 23 years much of our energy has been focused on settling our long-standing grievances with the Crown. Progressing the Rangitāne Claim through the various Court fixtures culminated in the Te Tau Ihu Enquiry by the Waitangi Tribunal in 2003 into the claims of Rangitāne against the Crown. This struggle has been driven by our strong belief in Rangitāne and over time has required a great deal of dedication and commitment from many of our people. The end is now in sight with the initialling of a Deed of Settlement that offers a broad settlement package for our Iwi.

Key elements of the settlement offer from the Crown to Rangitāne are contained in this booklet as is the proposed structure that will manage the post-settlement assets of Rangitāne O Wairau. As well as identifying what the settlement package comprises, the booklet also outlines how the post-settlement structure will operate for the benefit of the Iwi. The settlement package gives us the opportunity to reaffirm our Mana over taonga and areas of significance to Rangitāne and monetary compensation for the social and economic deprivation suffered by past generations of Rangitāne.

Our ability to reach this long-awaited milestone has hinged on our strong belief in the Rangitāne cause, and this Deed of Settlement provides evidence of recognition by the Crown of the validity of our long-standing claims. We now stand on the threshold of a new journey – facing the likelihood of this generation building a future that equips

our Mokopuna to grasp the opportunities that their Tupuna were denied. In that respect this booklet contains crucial information affecting the future of Rangitāne O Wairau and I urge you to read it carefully and discuss the content with members of your whanau.

Over the next few weeks I will be travelling around the country with Rangitāne O Wairau Trustees to discuss the Rangitāne Deed of Settlement and answer any questions you may have. These consultation Hui are to assist Rangitāne Iwi members to either accept or reject the settlement package. Accepting the Crown's settlement offer to Rangitāne as outlined in the booklet and the proposal of the post-settlement governance entity (PSGE), will enable us to chart a new journey – one that leaves our grievances in the past and creates a new future for Rangitāne.

Na reira ma te atua koe e manaakitia e tiakitia,

Judith MacDonald
Chairperson

Chief Negotiator's Message



*Ko te pae tawhiti whaia kia tata,
Ko te pae tata whakamaua kia tina
E ngā mana, e ngā reo, e ngā maunga, e ngā
awaawa e ngā pātaka o ngā taonga tuku iho,
tēnā koutou, tena koutou katoa*

The longstanding Rangitāne claims against the Crown have their genesis in a petition from the Rangitāne Runanga to the Governor in 1861. The fact that the Crown has finally negotiated a settlement with Rangitāne is vindication of the social and cultural alienation and economic deprivation that those original Tupuna were forced to endure.

Our settlement negotiations with the Crown commenced in 2006 and the current economic environment has affected our ability to secure the full extent of the redress that we may have been entitled to receive in better times. It is recorded in our Deed of Settlement that our willingness to forgo the full amount of compensation is recognised by a grateful nation as our contribution to the recovery of the economy. So, as you consider the Crown's settlement offer it is important that you reflect on its significance as a catalyst for developing the social and economic future of Rangitāne O Wairau.

Our claim to the Waitangi Tribunal in 2003 encompassed more than loss of economic potential; describing alienation from the Maunga, Awa, Mahinga Kai and Wahi Tapu that defined our identity as Rangitāne. Our resultant loss of status, rights and interests in areas of immense historical, spiritual and cultural value to the Iwi were identified by the Waitangi Tribunal in their Te Tau Ihu Report as serious breaches of the Treaty of Waitangi.

The settlement offer acknowledges by way of a formal apology the validity of the claims that our Tupuna have made since 1856. The settlement deed is thus the instrument whereby the Crown recognises and reaffirms our status as an Iwi of Mana. The cultural redress package recognises and provides for recognition of Rangitāne's

continuing ancestral relationship with our landscape and resources, creating many opportunities to re-establish and strengthen those associations. The commercial redress package should not be seen as an end in itself but the provision of an opportunity for Rangitāne O Wairau. Many of the Crown assets contained within our settlement package have been deliberately selected with a long term economic and political goal in mind - to re-establish an economic base for Rangitāne within our tribal Rohe.

Constructing an efficient and effective post-settlement structure that can maintain and develop our cultural aspirations and create wealth for future generations has also been of critical importance. Feedback from other Iwi and Crown officials suggest we have developed entities that are appropriate for our current needs and will be able to sustain the wealth creation strategies required for the future.

The detail of the settlement package is clearly laid out in this booklet for your information and to assist your deliberations in the upcoming ballot of members to accept or reject the Crown's offer. It is the unanimous view of your negotiating team that we have negotiated with the Crown the best settlement offer possible in the circumstances – one that is viable, sustainable and provides the best opportunities to secure the future economic independence of Rangitāne. We also endorse the proposed governance model as the best organisational structure on which to build that wealth and in so doing, meet the social, cultural, political and economic needs and aspirations of future generations of Rangitāne Iwi members.

No reira e hoa ma, hei konā mai i roto i ngā mihi,

A handwritten signature in blue ink, reading 'R Bradley'.

Richard Bradley
Chief Negotiator

Overview

*In August 2010 Rangitāne O Wairau and the Crown initialled a **Deed of Settlement** that contains the Crown's formal offer to settle all Rangitāne's historical claims resulting from acts or omissions by the Crown prior to 21 September 1992.*

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

*Before settlement assets can be transferred, a legal structure referred to as the **post-settlement governance entity (PSGE)** must be in place to receive them. The Runanga has undertaken extensive work to develop a proposal for the establishment of a suitable PSGE and operational structure to receive, manage and grow the settlement assets. As part of our ratification process members of Rangitāne O Wairau are also being asked to vote to approve this proposal.*

The purpose of this booklet is to provide you with information about the Crown's settlement offer and the proposed post-settlement governance entity so that you are well-equipped to participate and make an informed ratification decision.

Crown Settlement Offer

In the first section of this booklet we present the most significant aspects of the Crown's settlement offer to Rangitāne.

We start by reviewing the historical background of Rangitāne grievances and our journey to achieve recognition for the Rangitāne claim.

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

- **The Crown Apology**, including an agreed Historical Account and Crown Acknowledgements. This is fundamental to our settlement as it finally acknowledges the validity of the claims that our Tupuna have made over seven generations and in doing so, reaffirms and recognises our mana.
- **Cultural Redress**, which recognises that the ability to express our cultural, spiritual, historical and traditional associations and exercise our kaitiaki responsibilities with the rivers, lakes, land and natural resources in our Rohe has been drastically eroded over the last 170 years. The settlement offer provides us with a range of mechanisms to see the Iwi's mana over taonga resources and areas of land restored and given practical effect in day to day management.
- **Financial and Commercial Redress** made up of cash, properties and mechanisms for acquiring properties, with a total value of approximately \$24.8 million. This redress aims to provide resources to assist us to develop our economic, social and cultural well-being. Mechanisms such as the Deferred Selection process and the Right of First refusal give Rangitāne the right and opportunity to buy certain Crown assets, which will in turn provide the platform to generate funding for our social and cultural development.

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

A comprehensive summary of the Crown's settlement offer is provided in the Appendix to this booklet and a full copy of the Deed of Settlement can be obtained from:

- The Rangitāne office: 4th Floor – Post Office Building, 2 Main Street, PO Box 883, BLENHEIM.
Phone: 03 5786180, Fax: 03 5789321 Email: admin@rangitane.org.nz
- The Rangitāne website: www.rangitane.org.nz
- The Office of Treaty Settlements website: www.ots.govt.nz

Proposed Governance Entity

Before settlement assets can be transferred, a legal structure referred to as the **post-settlement governance entity (PSGE)** must be in place to receive them. We have taken expert advice to identify the best option for Rangitāne's post settlement governance entity, with the aim of achieving a simple, flexible, tax effective structure that complies with legislative requirements.

In the second part of this booklet we provide an overview of the proposed PSGE and associated operating structures. A detailed explanation of this proposed structure will be provided as part of the information Hui and a copy of the proposed PSGE Trust Deed can be found on the Rangitāne website www.rangitane.org.nz or can be obtained from the Rangitāne office:

4th Floor – Post Office Building,
2 Main Street,
PO Box 883,
BLENHEIM.

Phone: 03 5786180
Fax: 03 5789321
Email: admin@rangitane.org.nz

Resolutions and Recommendations

The Rangitāne O Wairau Deed of Settlement and post-settlement governance entity are subject to ratification (approval) by Rangitāne O Wairau members through a postal ballot.

We urge you to take the opportunity to read the information provided in this document and attend one of the seven information Hui that Rangitāne has scheduled throughout the country, as explained in the Ratification Process panui. You will then be able to fully participate in the decisions that affect your future as a beneficiary of this settlement.

The Runanga Executive Komiti unanimously recommends that Members approve the resolutions by voting as follows:

I accept the Rangitāne O Wairau Deed of Settlement

I accept the Rangitāne O Wairau Settlement Trust as the Post-Settlement Governance Entity

The Steps in the Rangitāne Treaty Settlement Process

1 Preparing Claims for Negotiation

Formation of Kurahaupo as Large Natural Grouping to negotiate Treaty of Waitangi settlement on behalf of Rangitāne, Ngati Apa and Ngati Kuia.

Ministerial Approval of Kurahaupo as Large Natural Grouping for Treaty settlement negotiations.

Development of Kurahaupo Membership Roll.

Mandating Hui held throughout New Zealand to gain mandate to negotiate on behalf of members.

2 Pre-negotiations Stage

Crown indicates the contribution it is prepared to make towards claimant's costs.

Terms of Negotiation specifying the scope, objectives and general process for negotiations are agreed and signed.

3 Negotiations Stage

Negotiations between Crown and mandated representatives.

Agreement in Principle (outline of proposed settlement) reached and published.

Draft Deed of Settlement initialled by Crown and mandated representatives.

4 Ratification and Implementation

This is where we are now

Mandated representatives seek approval of the Deed of Settlement from members through postal ballot.

If ratified Crown and Rangitāne sign final Deed of Settlement.

Ratification and establishment of a governance entity for receiving the settlement assets.

Settlement legislation and implementation.

Historical Background to Our Claims

Rangitāne have resided in the northern South Island since the migration from the Wairarapa in the sixteenth century under the Chiefs Te Huataki, Te Whakamana and Tukanae. The Iwi occupied and used resources within a territory stretching from the Waiau-toa (Clarence) River in the south to the Wairau (Marlborough), including the Nelson Lakes, and north to Kaituna and the Marlborough Sounds and west into the Whakatu (Nelson) area. Rangitāne customary rights often overlapped and intersected with other Iwi, especially in the Waiau-toa, Nelson Lakes, Marlborough Sounds and Whakatu districts. Non-exclusive and shared occupation and use rights in these areas were governed by whakapapa connections and customary protocols between the Iwi.

Between 1827 and the mid-1830s an alliance of musket-armed North Island Iwi invaded Te Tau Ihu. Rangitāne were defeated in a series of battles and many of their pa were taken, but the Iwi continued to live on the land, retained their tribal structures and chiefly lines, and maintained their ancestral connections with the whenua. Rangitāne retained a broad range of customary rights, and remained people of mana. This was confirmed and exemplified in 1840, when the Rangitāne Rangatira Ihaia Kaikoura was among those who signed the Treaty of Waitangi on Horahora Kakahu Island in Port Underwood.

The underlying and unifying thread which ran through Rangitāne's Treaty claims, presented to the Waitangi Tribunal at Tuamataene Marae and Grovetown in 2003, was that after 1840 the Crown and the Native Land Court not only consistently failed to investigate the nature and extent of Rangitāne customary interests, but also wrongly characterised the Iwi as a defeated 'remnant' without rights. This, it was asserted by the Iwi, made the subsequent impoverishment and marginalisation of their people all but inevitable.

The Crown's consistent failure to recognise Rangitāne interests was fundamental. In failing to recognise and protect the broad range of Rangitāne rights and interests the Crown effectively removed itself as a Treaty partner. As a result Rangitāne suffered great prejudice, despite the efforts of the Tupuna who always strove hard to achieve recognition of the legitimate rights of the Iwi.

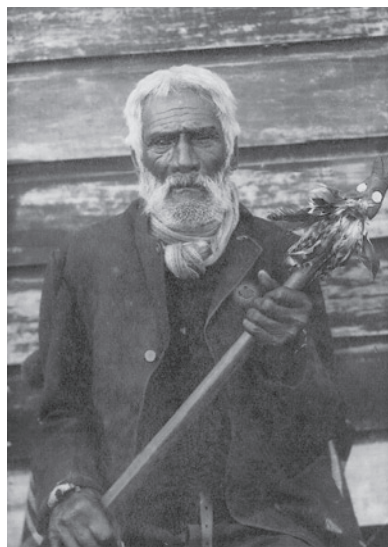
The Crown's mischaracterisation of Rangitāne commenced in 1844, when William Spain, a Commissioner charged with investigating the New Zealand Company's purported purchase of much of western Te Tau Ihu, deemed the land to belong to other Iwi. One of the negative consequences for Rangitāne was that they received no benefit from the valuable 'Nelson tenths' reserves, set aside when the New Zealand Company received its Nelson Crown grant. This denial of Rangitāne rights subsequently made it much more difficult for them to promote and defend their interests.

Ihaia Kaikoura

The Rangatira Ihaia Kaikoura signed the Treaty of Waitangi on Horahora-Kakahu Island (Port Underwood), on June 17, 1840.

Ihaia Kaikoura is frequently referred to as the leader of the Wairau community comprising Rangitane, Ngati Toa, and Ngati Raua, and he was invariably consulted by Crown officials on land and other important matters. In 1847, when asked by Crown officials he drew a map in the sand at Cloudy Bay. Ligar, a Government surveyor, mapped the boundary for the Wairau to be south of the Parinvi-o-whiti (White Bluffs).

Ihaia Kaikoura's original signature on the Treaty of Waitangi.



Meihana Kereopa

Kereopa led Rangitane in a series of Native Land Court adjudications in the northern South Island in the 1880's and 1890's. He experienced first hand the invasion of Te Tau Ihu by North Island Iwi and was present during the Crown's 1844 investigation of the New Zealand Company "purchase", however his objections that the invaders' claims to exclusive possession based on conquest were contrary to custom went unheeded by the Court. At one Land Court sitting he famously stated: "My father was never captured and made a slave and nor was I." In this sense Kereopa exemplifies the position of Rangitane both then, and today.

In 1847 Governor Grey 'purchased' the Wairau from representatives of other Iwi. Rangitāne rights were once again ignored. Further transactions in the early 1850s followed a similar pattern. When Rangitāne strongly protested at their exclusion the Crown responded, in 1856, by making a minimal payment (£100) for all Rangitāne rights in Te Waipounamu from the northern bank of the Wairau River across to Arahura on the West Coast. The Crown used earlier sales by other Iwi to put pressure on Rangitāne to accept its parsimonious terms. Because the land was already deemed to have been sold by other Iwi, Rangitāne was invited to accept a minimal payment, or receive nothing. Promises of a large 20 square mile reserve in the Wairau, which would have enabled the Iwi to engage meaningfully with a developing Pakeha economy, were not kept. Instead Rangitāne were confined to small, isolated and poor quality reserves - in the Wairau and at Pukatea - which they were forced to share with other Iwi. The Crown then ignored Rangitāne interests south of the Wairau River, and purchased these lands from other Iwi.

In a series of Native Land Court adjudications in 1889 and 1892 Rangitāne failed to obtain recognition of their interests in the Te Taitapu and Whakatu blocks, and their claim for a share of the Nelson Tenth. The Court failed to recognise Rangitāne rights and decided that the land and the reserves from which the tenths funds accrued belonged exclusively to other Iwi.

Rangitāne, forced to occupy their small and largely unproductive reserves, suffered increasing economic marginalisation and distress. The form of tenure under which Rangitāne held their reserves - individual title - served to overturn Iwi or Hapu control and existing tribal structures, and made the land far more susceptible to partition into uneconomic fragments and alienation.

Crown efforts towards the end of the nineteenth century to ameliorate the position of Rangitāne (principally in the form of 'Landless Natives Reserves') were wholly inadequate. The Iwi, mainly confined to their flood-prone Wairau reserves, remained in a difficult position. In the 1950s Rangitāne were pressured into giving up much of their Pukatea reserve.

In its 2008 *Te Tau Ihu O Te Waka A Maui* Report the Waitangi Tribunal upheld Rangitāne claims. The Tribunal found, among other things, that:

- Rangitāne retained a broad range of customary rights after the northern invasions, and remained people of mana in Te Tau Ihu;
- Rangitāne should have been recognised by Spain, and should have been beneficiaries of the tenths reserves;



Te Oti MacDonald and his wife Rina Puhipuhi Meihana.

Te Oti MacDonald

As a boy aged 3, Te Oti MacDonald signed the Te Waipounamu Deed at Wairau Bar in 1856, and later married the eldest daughter of Meihana Kereopa. He was the first of the advocates for the restoration of Rangitāne lands and entitlements promised by the Crown. It was a struggle that his sons and their descendants would continue.

Hura Kopapa

Principal Signatory for the petition of the Rangitāne Runanga to the Governor in 1861 expressing concern at their failure to deliver the 20 square mile reserve promised by Donald MacLean in 1856. Kopapa was also the principal Rangitira who allowed the Kaituna Purchase to proceed in 1856.

- Rangitāne were wrongly excluded from Crown land purchases in 1847 and the early 1850s;
- Rangitāne were coerced into ceding their interests in 1856, and the Crown's recognition of Rangitāne interests at this time was far from adequate;
- reserves made for the Iwi in 1856 were grossly inadequate and resulted in virtual landlessness;
- Rangitāne interests south of the Wairau River have never been ceded by the Iwi, and they were not consulted when the land was purchased from other Iwi;
- the Native Land Court failed to recognise Rangitāne rights and interests in Te Taitapu and Whakatu, and in the Nelson tenths;
- the Crown's attempt to ameliorate the landlessness of Rangitāne through the 'landless Natives' mechanism was inadequate.

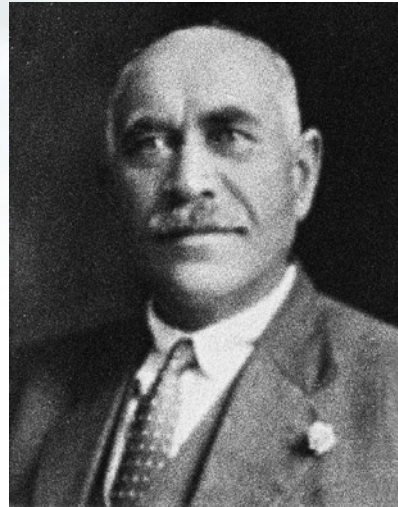
Rangitāne's Deed of Settlement with the Crown contains a number of key Crown acknowledgements dealing with broad and specific issues. The Crown acknowledgements are based on Rangitāne historical research, the Tribunal's findings, and agreements reached during a lengthy and often difficult negotiation process with the Office of Treaty Settlements.

Perhaps the most fundamental and important acknowledgement comes in the form of a broad admission by the Crown that at relevant times it failed to carry out adequate inquiries into the nature and extent of Rangitāne rights and interests, and as a consequence failed to protect the Iwi. This, the Crown admits, resulted in great prejudice, and was a breach of the Treaty and its principles. This acknowledgement vindicates the tireless struggle of the Tupuna since 1840, and signals that the Crown may now finally engage with Rangitāne as a Treaty partner, after abrogating its responsibilities for 170 years.

The Crown also acknowledges that it breached the Treaty and its principles at the time of the Spain Commission, and that from this point the ability of Rangitāne to maintain and defend their interests - including at the pivotal Native Land Court cases in 1889 and 1892 - and retain their connections with the whenua were significantly limited.

The Crown further acknowledges that it breached the Treaty and its principles in a succession of specific instances, including:

- its failure to recognise the full nature and extent of Rangitāne rights during its purchases in 1847 and the early 1850s;



Tūiti Makitanara (Sweet MacDonald)

The Rangitira Tūiti Makitanara was born at Havelock in 1874. He was the son of Te Oti (George) MacDonald, who had been among those representing the Iwi at the 1892 Nelson Tenth's hearing. His mother, Rina, was the daughter of Meihana Kereopa.

Like his father, Tūiti was chosen by his people to represent them in the Native Land Court, and he became an advocate in a range of land matters, consistently resisting assertions that his people were 'slaves' without rights. In the first two decades of the twentieth century he became an active critic of government policies, which he believed breached the Treaty of Waitangi. In 1928 Makitanara was elected as the Member of Parliament for Southern Maori, and went on to increase his majority in 1931. He died while still in office.

Hohva MacDonald

Son of Te Oti MacDonald, Hohva was a Native Land Court Assessor and member of the South Island Claims Komiti, which laid the foundation for the Ngāi Tahu and Ngāti Mamoe Claims settlement in 1948. Hohva was recognised as an expert in the Rangitane traditions in the Marlborough region and active in protests over the removal of Tupuna from the Wairau Bar in the 1940s.

- the heavy pressure it exerted on Rangitāne to accept its miserly terms in 1856;
- the reserves set aside in 1856 were 'wholly inadequate' for the present and future needs of the Iwi, which resulted in Rangitāne landlessness;
- its failure to consult with Rangitāne when it acquired lands south of the Wairau River, with the result that it has never acquired Rangitāne rights in this area;
- its introduction of a form of individual land tenure which made reserves more likely to be subdivided, fragmented and alienated, and that this had a negative impact on tribal structures;
- the 'landless natives' scheme was inadequate to ameliorate Rangitāne landlessness;
- that 'considerable' pressure was placed on Rangitāne to alienate most of the Pukatea lands.



Frank MacDonald

Grandson of Te Oti MacDonald, Frank was acknowledged as an expert in recording the Whakapapa of Rangitane and other Te Tāu ihu Iwi. As one of the Rangitane Kaumatua for WAI 102 he was a principal witness for the 1990 Maori Appellate Court Enquiry into the Arahura and Kaikoura Purchases. He was also one of the leading Rangitane Kaumatua involved with the design and construction of the first carved meeting house in modern times, Omaka Marae in 1986.

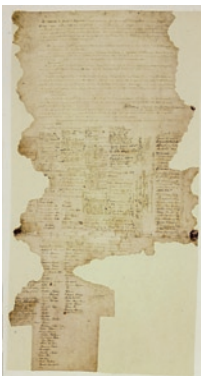


Mervyn Sadd

A great great grandson of Te Oti MacDonald, Mervyn was the first President of the current Rangitane Runanga and was instrumental in filing the WAI 44 Rangitane claim in 1987. Finally heard in 2003, the Tribunal Report was released in 2008, vindicating the claims of the Iwi and provided a crucial foundation for the Rangitane settlement.

The Road To Settlement

Milestones and Achievements in our Treaty Settlement Process



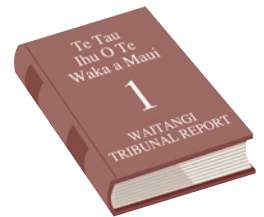
Aug 1987 Rangitāne files a claim with the Waitangi Tribunal. It was one of the earliest claims registered with the Tribunal and was given the appellation Wai 44.



Dec 2004 The Kurahaupo Ki Te Waipounamu Trust formally established.



Aug 2006 Minister in Charge of Treaty Negotiations visits Omaka Marae to officially mark commencement of settlement negotiations.



Mar 2007 The Waitangi Tribunal releases Te Tau Ihu O Te Waka a Maui – the first preliminary report on Customary Rights in the Northern South Island.

1987

May 2003

The Waitangi Tribunal hears Rangitāne's claim.

Nov 2005

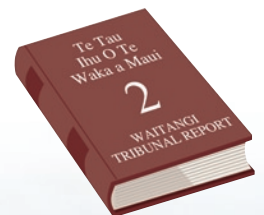
Formal recognition by the Crown of the Kurahaupo mandate to represent Rangitāne, Ngati Apa, and Ngati Kuia in their settlement negotiations.

Nov 2006

Formal negotiations with the Crown commence.

Aug 2007

The Waitangi Tribunal releases second preliminary Te Tau Ihu O Te Waka a Maui report.





Apr 2008

Kurahaupo Trustees and Iwi representatives meet with Minister Hon. Dr Michael Cullen to finalise commercial settlement offer.



Oct 2008

Letter of Intent from Minister in Charge of Treaty Negotiations (Hon Dr Michael Cullen) regarding commercial, financial and cultural redress offer to Kurahaupo.

Feb 2009

Co-signing of Letter of Agreement to give effect to the Agreement in Principle. Negotiations proceed for individual Deed of Settlement for Rangitāne.

Sept 2010

Ratification process commences.

2010

Jun 2008

The Waitangi Tribunal releases third preliminary Te Tau Ihu O Te Waka a Maui report.



Nov 2008

The Waitangi Tribunal presents its full and final report Te Tau Ihu O Te Waka-a-Maui.

Dec 2008

New Minister in Charge of Treaty Negotiations, Hon Chris Finlayson, recommences Kurahaupo settlement negotiations.

Aug 2010

Crown initials a draft Deed of Settlement to settle all Rangitāne O Wairau historical Treaty of Waitangi claims.



The Crown's Settlement Offer

The Crown Apology

The Crown makes the following apology to Rangitāne, and to their ancestors and descendents.

On 17 June 1840 the Rangitāne rangatira Ihaia Kaikoura signed the Treaty of Waitangi at Horahora-kakahu, Port Underwood. The Crown is deeply sorry that it has not fulfilled its obligations to Rangitāne under the Treaty of Waitangi and unreservedly apologises to Rangitāne for the breaches of the Treaty of Waitangi and its principles as acknowledged.

The Crown profoundly regrets its longstanding failure to appropriately acknowledge the mana and rangatiratanga of Rangitāne. The Crown did not recognise Rangitāne when it purchased the Wairau district in 1847 and recognition of Rangitāne mana in the Te Waipounamu purchase was belated. The Crown is deeply sorry that its acts and omissions quickly left Rangitāne landless and this has had a devastating impact on the economic, social and cultural well-being and development of Rangitāne.

The Crown regrets and apologises for the cumulative effect of its actions and omissions which have had a damaging impact on the social and traditional structures of Rangitāne, their autonomy and ability to exercise customary rights and responsibilities and their access to customary resources and significant sites.

With this apology the Crown seeks to atone for its past wrongs and begin the process of healing. It looks forward to re-establishing its relationship with Rangitāne based on mutual trust, cooperation and respect for the Treaty of Waitangi and its principles.



Recognition and Reaffirmation of Mana

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

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

It should be read in conjunction with the **Historical Account** and **Crown Acknowledgements**, which together vindicate the claims our Tupuna have made over seven generations – recognising and reaffirming Rangitāne's mana.

The Historical Account (which is provided in full in the Deed of Settlement) is an agreed statement of the history of interaction between the Crown and Rangitāne. Reaching agreement on the Historical Account involves a considerable level of negotiation that focuses on the weight given to evidence used in establishing breaches of the Treaty. Both parties drew on evidence and engaged independent historians to pursue their own specific lines of enquiry.

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

- Crown purchasing activity
- Native Land Court operations
- Twentieth Century land administration

Based on the agreed Historical Account, the Crown acknowledges that certain historical acts and omissions were in breach of the Treaty. Crown Acknowledgements included in the Deed of Settlement specifically relate to:

- the Crown's failure to investigate and understand the nature and extent of the longstanding customary rights of Rangitāne in Te Tau Ihu;
- the Crown's failure to protect the interests of Rangitāne in the completion of the New Zealand Company's Nelson purchase and the failure to provide adequate consideration, including a share in the tenths, for this purchase;

- the Crown's failure to recognise the full nature and extent of Rangitāne customary rights when it embarked on a series of purchases from 1847, including the Wairau deed and the 1853 Te Waipounamu deed;
- the inadequacy of the reserves granted to Rangitāne and the Crown's failure to protect Rangitāne's traditional tribal structures which were eroded by the operation and impact of the native land laws;
- the Crown's failure to effectively implement the "landless natives" scheme designed to alleviate the landless position of Rangitāne in Te Tau Ihu, and ensure that Rangitāne were left with sufficient land for their present and future needs.

The Crown also acknowledges that it has failed to deal with the longstanding grievances of Rangitāne in an appropriate way and that recognition of these grievances is long overdue.

The Crown Apology is a practical and constructive means of addressing the hurt previously inflicted on Rangitane by the Crown, enabling us all to move on from the past, and work towards a more positive future for our Mokopuna. It begins the positive process of rebuilding.

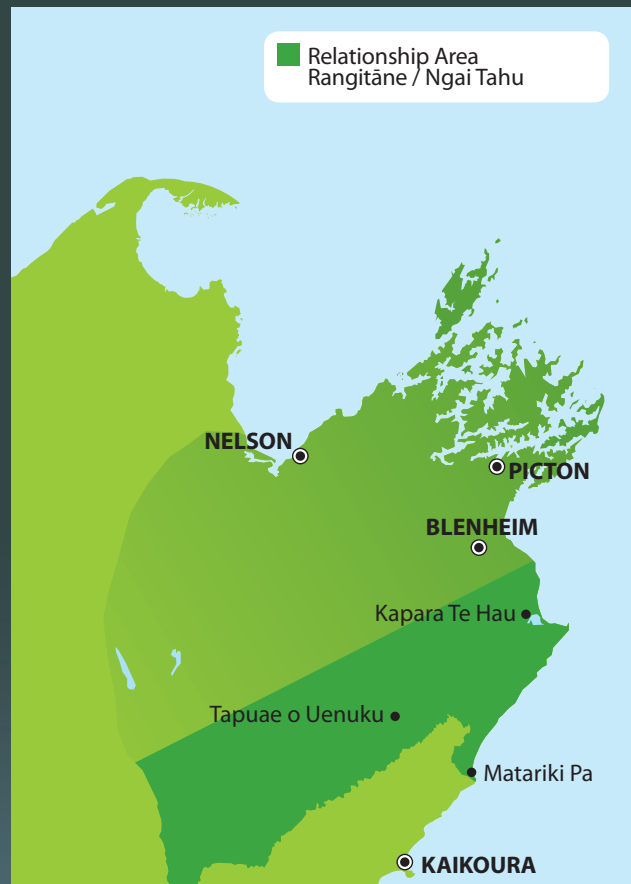
Recognition of Relationships

Tapuae o Uenuku, Kapara Te Hau and Matariki

As part of the settlement process agreements have been reached between Rangitāne and Kati Kuri by way of a Memorandum of Understanding. These agreements recognise that an intergenerational relationship has been forged between the Iwi as a result of the shared historical associations and whakapapa of Kati Kuri and Ngati Huataki. The intention of the agreements is to perpetuate the reciprocal recognition of the other Iwi's traditions in the areas identified in the agreements. These areas include Tapuae o Uenuku, Kapara Te Hau and Matariki Pa.

In respect of all of these areas, the Iwi will (amongst other things) communicate and work with each other on matters of joint concern including the joint care and management of koiwi tangata, wahi tapu, archaeological sites and artefacts. There are other provisions relating to customary fisheries management as well as providing support to each other in engagements with the Crown, local and regional authorities and other relevant bodies.

The Deed of Settlement recognises these agreements and provides a mechanism for the Iwi to reach even more significant agreements in respect of Tapuae o Uenuku and Kapara Te Hau. The Memorandum of Understanding between Te Runanga o Kaikoura (Kati Kuri) and Rangitāne (Ngati Huataki) is to be formally signed soon and will then be made available to members.



Tapuae o Uenuku

Tapuae o Uenuku is the sacred Maunga of both Rangitāne and Kati Kuri. The Memorandum of Understanding recognises the significance of Tapuae o Uenuku to both Iwi and provides for the reciprocal acknowledgement of the traditions of each Iwi. The mechanisms put in place by this agreement will provide an opportunity for Rangitāne to have an active and ongoing role in the management of koiwi tangata, wahi tapu, archaeological sites and artefacts associated with Tapuae o Uenuku.

The agreement also provides that Rangitāne and Kati Kuri will work together to negotiate further options for joint recognition of our respective traditions in regard to the Maunga. At the time of preparing this booklet Rangitāne and Kati Kuri are developing these options to determine the best manner in which to recognise the interests of both Iwi.

Rangitane and Kati Kuri have also agreed make a joint application to the New Zealand Geographic Board to name the ridge line behind Tapuae o Uenuku after Hine-Pu-Kohurangi (the mist maiden). This application will be formally considered by the Board in due course.

Kapara Te Hau

Kapara Te Hau ('The Gardens of Te Hau') is the area now known as Lake Grassmere and its environs. Both Rangitāne and Kati Kuri have significant traditions associated with this area. The Memorandum of Understanding recognises the significance of Kapara Te Hau to both Rangitāne and Kati Kuri and provides for the reciprocal acknowledgement of the traditions of each Iwi.

The agreement also provides that Rangitāne and Kati Kuri will work together to negotiate further options for joint recognition of our respective traditions in regard to Kapara Te Hau. At the time of preparing this booklet Rangitāne and Kati Kuri are developing options to determine the best manner in which to recognise the interests of both Iwi. This is likely to include the identification of a site which will act as an urupa to re-inter any koiwi tangata which may be uncovered in that area.

Matariki Pa and Gardens

Matariki Pa is located on the north side of the Waiau-toa (Clarence) River. Kati Kuri and Rangitāne have traditional associations with the Pa and Gardens where they both fought with each other (in times of battle) and harvested and feasted together (in times of peace). The Memorandum of Understanding recognises the significance of Matariki Pa to both Rangitane and Kati Kuri and provides for the reciprocal acknowledgement of the traditions of each Iwi.

The Memorandum of Understanding also includes an agreement that Rangitāne and Kati Kuri will jointly progress a proposal to ensure the future protection of the Pa and Gardens at Matariki.

Tapuae o Uenuku was named for the Tūpuna Uenuku, who disembarked from his waka Uruao near the mouth of the Waiau-toa (Clarence) River and travelled inland in search of his lover Hine-Pu-Kohurangi, who is associated with a particular ridge on the Maunga. This was an ill-fated quest, and Uenuku died in the snow in the Kaikoura Ranges; his body forming the mountain that carries his name. The trip was not in vain – he was reunited with Hine-Pu-Kohurangi in the spirit realm, and the couple are represented by a rainbow often seen on the Maunga.

Kapara Te Hau is named after Te Hau, Kupe's grandfather, who had arrived in the area with Uenuku. While Te Hau was waiting he established extensive gardens. According to Rangitane tradition Kupe came to take Hau home with him, but Hau refused to leave. In a rage Kupe climbed to the summit of a nearby hill and recited karakia which resulted in the flooding of Hau's gardens and the submerging of Titipua Island. The flooded gardens formed present day Lake Grassmere and Kupe then departed for the North Island. The peak at the top of Taylor's Pass, overlooking the Wairau and Awatere Valley's (today known as 'The Ned') is said to be the personification of Te Hau gazing across the extent of the lands enjoyed by his descendants.

In more modern times, Kapara Te Hau represents the sacrifices made by Rangitane to ensure their survival. According to one Rangitane tradition, during the raids of Te Rauparaha in the 1830's the Rangitane Wahine were cut off for several hours from their men and knowing the fate that awaited them if captured, smothered their babies so that their crying would not give away their hiding place to the northern marauders.

Matariki Pa (on the north bank of the Waiau-toa River at its mouth) was the scene of a major battle which took place between Rangitane and Ngai Tahu. This bloody affray – named Kai-Karoro (a reference to sea birds feasting on the remains of the dead) – raged for several days. After the battle peace was made, followed by intermarriage which resulted in a shared Rangitane/Ngai Tahu whakapapa.

Restoration of Associations and Kaitiaki Responsibilities with Areas of Historical, Cultural and Traditional Significance

Cultural Redress

The identity of Rangitāne is strongly associated with our natural environment. The Maunga and Awa in the region form an integral part of our Iwi's Mana in that they are the source of our stories and whakatauki, and in some cases embody our Tupuna. Over the past 170 years Rangitāne's ability to express these relationships and exercise our kaitiaki responsibilities has been drastically eroded.

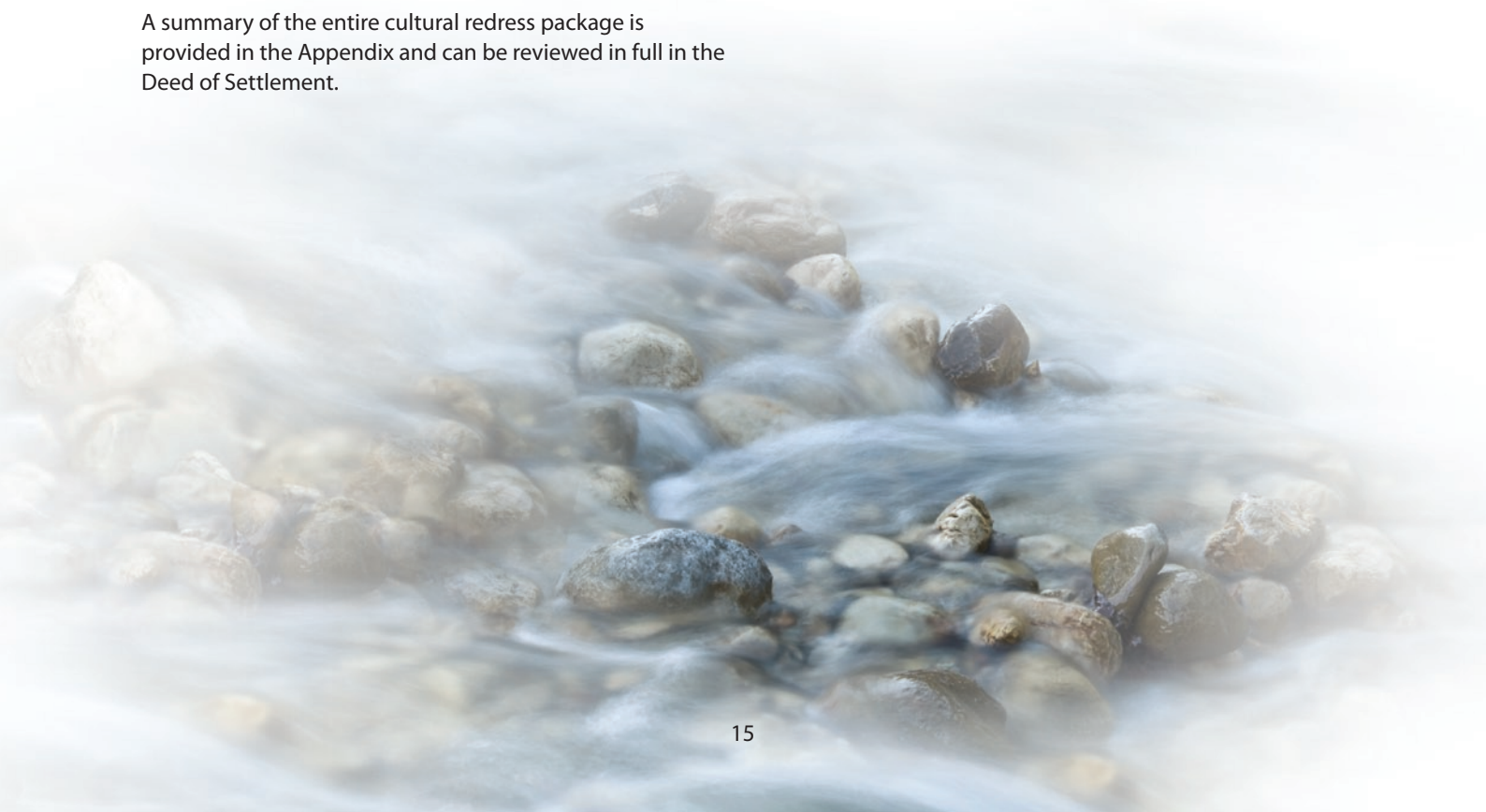
The Crown's settlement offer provides a range of instruments that aim to restore Rangitāne's mana over taonga resources and give practical effect to our kaitiaki responsibilities in areas of significance to the Iwi.

These cultural redress mechanisms:

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

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

A summary of the entire cultural redress package is provided in the Appendix and can be reviewed in full in the Deed of Settlement.



Fee Simple Transfer / Vesting:

A Fee Simple Transfer is a legal instrument vesting ownership in Rangitāne.

Overlay Classification

The declaration of an area as an Overlay Classification provides for the Crown to acknowledge Rangitāne values in relation to that area, and requires that the Minister of Conservation and Rangitāne develop and publicise a set of principles that will assist the Minister to avoid harming or diminishing Rangitāne values with regard to that land. The New Zealand Conservation Authority and relevant Conservation Boards will also be required to have regard to the principles and consult with Rangitāne.

Statutory Acknowledgement

A Statutory Acknowledgement registers the special association Rangitāne has with an area, and enhances Rangitāne's ability to participate in relevant Resource Management Act proceedings. Consenting authorities are required to provide Rangitāne with summaries of all resource consent applications that may affect the areas named in the acknowledgements.

Deed of Recognition

This redress complements a Statutory Acknowledgement, obliging the Minister of Conservation and Department of Conservation to consult with Rangitāne and 'have regard' to their views regarding the special association Rangitāne has with a site. This also specifies the nature of Rangitāne's input into management of those areas by the Department of Conservation.

Place Name Change

A Place Name Change provides the ability to change existing place names, or assign new names to a dual English / Maori name with respect to specific sites areas. Changed or newly assigned names have the same status as those assigned by the New Zealand Geographic Board and provide recognition of Rangitāne's historical / traditional association to these sites.

The Crown will undertake to use the changed / newly assigned names in regard to departmental signage and official publications and will also advise local authorities and Transit New Zealand of these changes and encourage the use of new official names on road signs as and when appropriate.

Promotion of relationship with Local Authorities:

Ministerial letters will be sent to the Marlborough District Council, Nelson District Council, Tasman District Council and Buller District Council encouraging each of them to enter into a memorandum of understanding (or a similar document) with Rangitāne O Wairau in relation to the interaction between the two parties.

Relationship Protocols

The Deed of Settlement provides for certain Ministers to issue protocols that set out how their respective agencies will interact and consult Rangitāne when carrying out their statutory duties and functions.

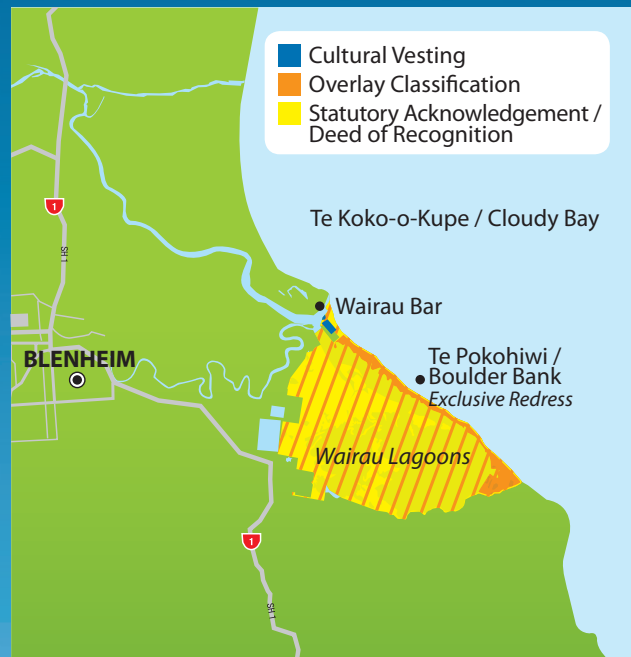
The protocols have been tailored to reflect the aspirations of Rangitāne. The Ministers are:

Minister of Conservation, Minister of Fisheries, Minister of Energy and Resources; Minister for Arts, Culture and Heritage.

Wairau Lagoons and Te Pokohiwi (The Boulder Bank) / Wairau Lagoons Wetland Management Reserve

As part of the Crown's settlement offer:

- Rangitāne will be vested 2 hectares surrounding the sites on Te Pokohiwi (the Boulder Bank) where Tupuna were reinterred in April 2009.
- A further 10.5 hectares at the same site will be vested to Rangitāne to be controlled and managed as Historic Reserve, with the Iwi appointed as administering body.
- The Crown will provide Rangitāne an Overlay Classification, Statutory Acknowledgement and Deed of Recognition over the Wairau Lagoons and remainder of Te Pokohiwi (the legal status of which will be altered to Historic Reserve, under continued management by the Department of Conservation).
- The Crown will prepare a Conservation Management Plan which will require the joint approval of Rangitāne and the Nelson Marlborough Conservation Board.



These redress instruments offer the opportunity for restoration of Rangitāne's mana and ability to exercise kaitiaki responsibilities in an area of immense significance to our Iwi.

The Wairau Lagoons and associated extensive complex of pa/kainga/cultivations and urupa formed the cultural, spiritual and economic heart of the Rangitāne Iwi in the Wairau. The area remains central to the identity and mauri of the Iwi and has remained an important source of mahinga kai for Rangitāne up to recent times.

Te Pokohiwi was not only a Rangitāne occupation area and important source of mahinga kai, but was also an urupa and wahi tapu site.

Burials on the northern end (known as Wairau Bar) date from around the thirteenth century, when the area was the home of Aotearoa's founding population. Rangitāne, who continued to bury their own dead in this urupa, are connected through whakapapa with these very early inhabitants, and are kaitiaki of this special place.

Rangitāne attempted to exercise their kaitiaki responsibilities, and strongly opposed archaeological excavations of their urupa at Moua, on the northern extremity of Te Pokohiwi, between 1939 and 1954. After a protracted struggle Rangitāne kaitiaki responsibilities were finally recognised, and Tupuna taken from Moua have been re-interred.



Protection Principles that apply under the Overlay Classification include:

- **Protection of Wahi Tapu, indigenous flora and fauna and the wider environment,**
- **Recognition of Rangitāne's Mana, Kaitiakitanga and Tikanga,**
- **Respect for Rangitāne Tikanga,**
- **Recognition of the role of Rangitāne as Kaitiaki over mahinga kai and other traditional resources,**
- **Encouragement of respect for Rangitāne associations,**
- **Accurate portrayal of Rangitāne associations with Wairau Lagoon and Te Pokohiwi (the Boulder Bank) / Wairau Lagoons Wetland Management Reserve,**
- **Recognition of Rangitāne's significant spiritual and physical relationship with the region,**
- **Recognition of the relationship of Rangitāne with their Wahi Tapu, Wahi Taonga and Wahi Whakahirahira.**

Specific actions which the Department of Conservation will take in respect of these Protection Principles are detailed in the Appendix.

According to Rangitāne tradition, Te Hūataki, leader of the Rangitāne people who settled the Wairau in the seventeenth century at Mokini, was drawn to the area because of the rich resources of the lagoons.

Extensive modification of the natural waterways was subsequently carried out by Rangitāne from the mid-1700s. They created massive artificial channels and ponds for trapping birds, fish and eels; one of the great engineering feats of the pre-contact period.

Two major Rangitāne occupation areas were located within the lagoons complex. Morepo, an island in the lagoon, contains an urupa which is the burial place of the Rangitāne Tūpuna from whom the island takes its name. A number of other pa (with associated urupa) and Kainga were built in and around the lagoons to protect the valuable resources of the area.

A series of pa were located on Te Pokohiwi (the Boulder Bank) which enclose the lagoons on their seaward side. Te Pokohiwi was an important noho huihui (gathering place) where significant events affecting the Iwi were debated and agreed.



Lake Rotoiti / Lake Rotoroa (Nelson Lakes)

As part of the settlement offer the Crown will provide Rangitāne an Overlay Classification, Statutory Acknowledgement and Deed of Recognition over Lake Rotoiti and Lake Rotoroa.

The resources of the Lakes and their environs were used by Rangitāne (and the other Kurahaupo Iwi) when they established themselves in Te Tau Ihu. The lakes have added significance for the Iwi as they are the source of six important waterways: the Kawatiri, Wairau, Motueka, Motupiko, Waiau-toa and Awatere Rivers.

The lakes also formed the central hub of a series of well-known and well-used tracks ('the footprints of the Tupuna') linking Rangitāne communities elsewhere in Te Tau Ihu.

The lakes and their environs were a rich source of mahinga kai, including birds (kiwi, kokako, piopio and bush wren and blue ducks), kiore, eels, inanga, fern root and the root of the ti tree, and berries of the miro, tawa, kahikatea and totara. A shrub called neinei is only found in the lakes area. This shrub was used to make korowai and is highly valued by the Iwi.

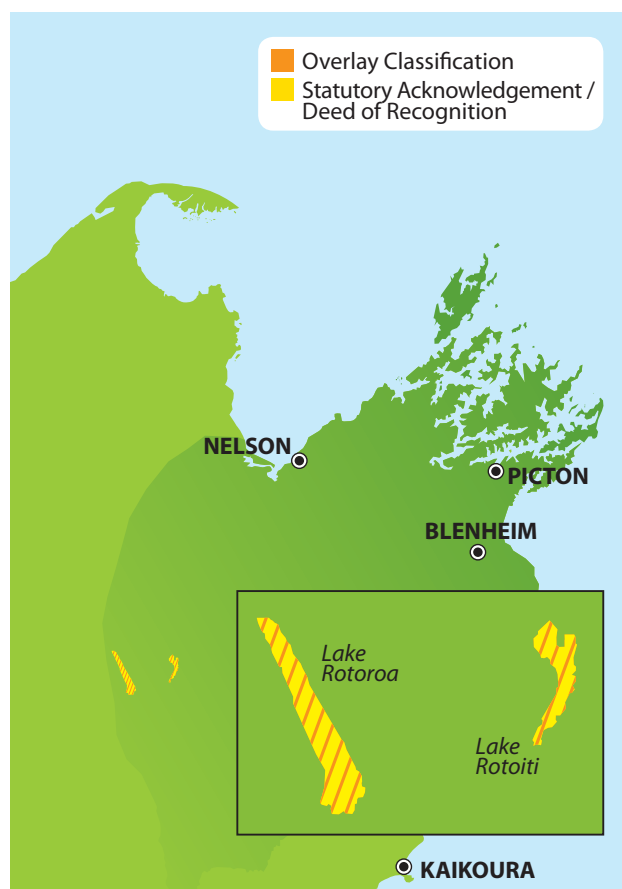
The region was a refuge for Rangitāne (and other Kurahaupo people) after the northern invasions, and formed a secure base for warriors who continued to harass and threaten the invaders. Extensive and well-established fern gardens on the north facing slopes above Lake Rotoroa described by European visitors to the region in the 1840s were cleared by burning and planted by Rangitāne after the invasions.

The Overlay Classification, Statutory Acknowledgement and Deed of Recognition over Lake Rotoiti and Lake Rotoroa offer the opportunity to restore Rangitāne's mana and exercise our kaitiaki responsibilities in an area of immense significance to the Iwi.

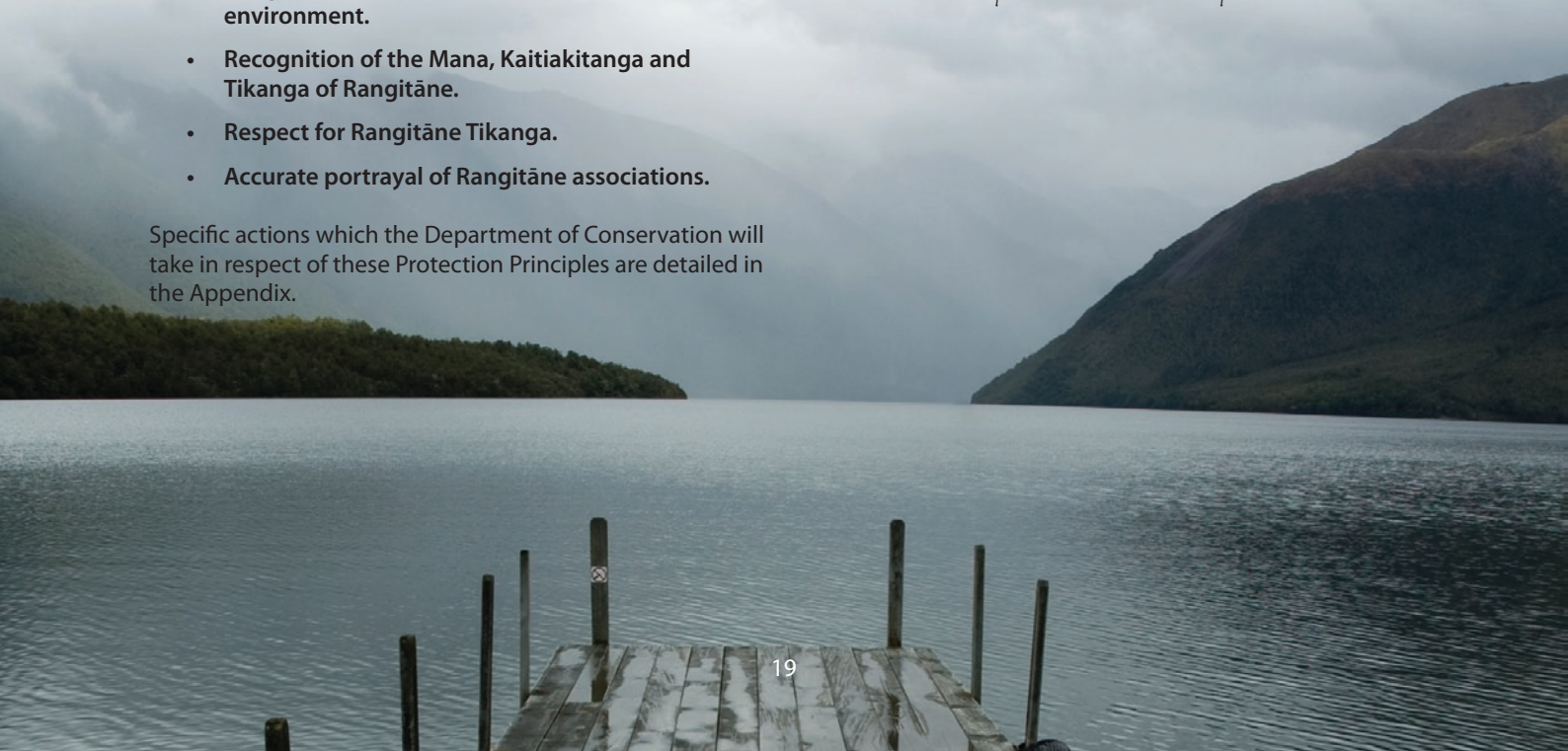
Protection Principles that apply under the Overlay Classification include:

- **Protection of and respect for Wahi Tapu, indigenous flora and fauna and the wider environment.**
- **Recognition of the Mana, Kaitiakitanga and Tikanga of Rangitāne.**
- **Respect for Rangitāne Tikanga.**
- **Accurate portrayal of Rangitāne associations.**

Specific actions which the Department of Conservation will take in respect of these Protection Principles are detailed in the Appendix.



Rangitāne are among the Iwi who trace their connections to the lakes through their ancestor Kupe. According to tradition Lake Rotoiti ('Small Waters') and Lake Rotoroa ('Large Waters') are the eye-sockets of the great Wheke (Octopus) Mūturangi. Having set out in his Waka Mātahourua to destroy the Wheke, Kupe eventually killed it in Cook Strait and dragging the body onto the land, gouged out its eyes and cast them into Raukawa Moana where they are still visible today.



Pukatea (Whites Bay)

As part of the settlement offer Pukatea / Whites Bay will be vested in Rangitāne as Recreation Reserve.

Pukatea was part of the 20 square mile reserve sought by Rangitāne when they transferred the bulk of their lands to the Crown in 1856. Rangitāne did not receive the full extent of their promised reserve, but some land (a little over 2,000 acres) was set aside at Pukatea. Rangitāne were, however, forced to share the Pukatea reserve with two other Iwi - Ngati Rarua and Ngati Toa. In 1899 the Native Land Court awarded 685 acres of the reserve to Rangitāne.

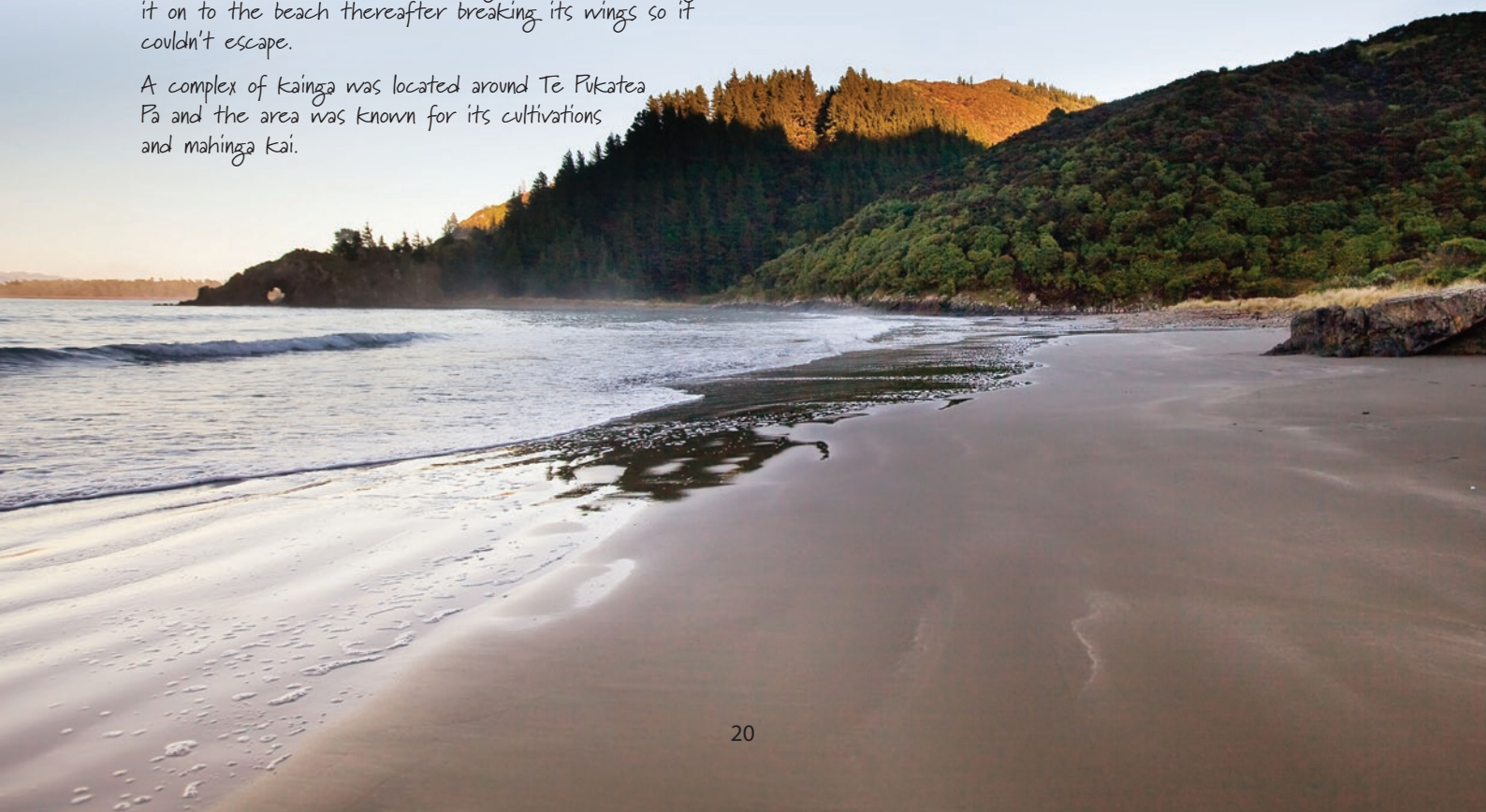
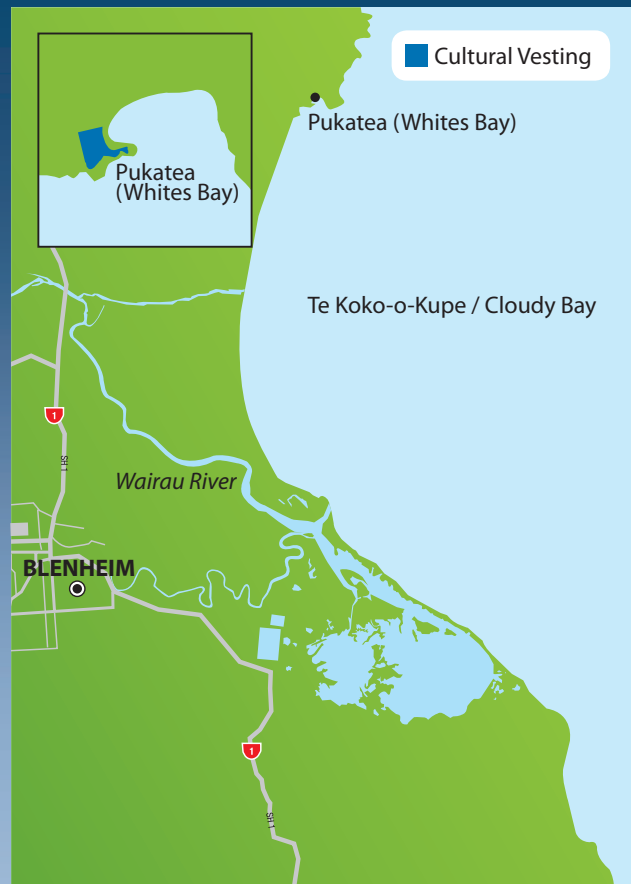
During the 1950s the Marlborough County Council urged the Crown to acquire the Pukatea land for a scenic and recreation reserve. Intense pressure was then placed on Rangitāne to give up their land - including the implicit threat of a compulsory acquisition under the Public Works Act. Eventually Rangitāne felt compelled to give up most of their Pukatea reserve in exchange for sections at Grovetown and Picton. Remaining Rangitāne interests were later compulsorily acquired by the Maori Trustee.

This redress is to be vested jointly as tenants in common with Ngati Toa and Ngati Rarua, with all three Iwi forming the joint management body.

Pukatea was a favoured Rangitane occupation site from very early times.

Te Pukatea Pa, situated on a high ridge straddling Whites Bay at Rarangi, was built by the Tupuna Rongomaipapa of Ngati Mamoe on the nest of the taniwha Ngarara Hvara which had terrorized the local people for many years. Rongo is renowned for killing the taniwha by hiding in a cave at the north end of Rarangi beach and enticing it on to the beach thereafter breaking its wings so it couldn't escape.

A complex of Kainga was located around Te Pukatea Pa and the area was known for its cultivations and mahinga kai.



Anamahanga / Port Gore and The Brothers Islands

As part of the settlement offer the Crown will provide Rangitāne Statutory Acknowledgements and Deeds of Recognition over Anamahanga / Port Gore and The Brothers.

The Crown will also officially recognise the dual place name Anamahanga / Port Gore.

Also in recognition of Rangitāne's association with this area Statutory Acknowledgements and Deeds of Recognition will be provided for Mt Furneaux / Puhikereru and Mt Stokes / Parororangi.

Te Anamahanga was one of the first places in Te Tau Ihu occupied by Rangitāne. It contains pa sites, cultivations, kainga and urupa. Because of the associations with Kupe this iconic area remains important to Rangitāne and the other Kurahaupo Iwi. (Kupe's great granddaughter Waipuna was the wife of Tautoki and mother of Rangitāne, from whom the Iwi take their name.) When Te Huataki of Rangitane first arrived in Te Tau Ihu he settled at Anamahanga, the settlement taking the name of his Waka – Te Makawhio.

The Brothers are also associated with Kupe and have always been a deeply tapu place for Rangitāne. These tiny islands at the eastern side of the entrance to Totaranui watch over the dangerous and turbulent waters at the entrance to Moana Raukawa (Cook Strait). The islands are a sanctuary for the tuatara and other endangered species.

The Statutory Acknowledgements register the special association Rangitāne has with Anamahanga, the Brothers Islands, Puhikereru and Parororangi; enhancing our ability to participate in relevant Resource Management Act proceedings by requiring consenting authorities to provide Rangitāne with summaries of all resource consent applications that may affect these areas.



The Deeds of Recognition require the Minister of Conservation and Department of Conservation to consult with Rangitāne and 'have regard' to our views regarding the special association Rangitāne has with Anamahanga, the Brothers Islands, and the Maunga Puhikereru (Mt Furneaux) and Parororangi (Mt Stokes); and also provide for Rangitāne's input into the management of these areas by the Department of Conservation.

Te Anamahanga ('The Twin Bays') was one of the two tentacles of the Wheke Muturangi, the great octopus killed by Kupe and the landing place of Kupe's waka, Te Matahouva. Indentations on rocks were formed by Kupe's footprints at Te Ope-o-Kupe. Karaka trees at Te Anamahanga are known to the Iwi as Te Karaka o Kupe, because the famous navigator is believed to have introduced them.

Te Ope-o-Kupe is a Turanga Waka (canoe landing site) still used by the people today. This site was the landing place for important waka and Tupuna including Te Ara-a-Tawhaki, the waka of Te Whakamana, Tahatu, the waka of Tukanae, and Makahio, the waka of Te Hwataki.

The Brothers are known to Rangitane as Nga Whatu-kai-pono ('The Eyes That Stand as Witness to the Deeds of Kupe'). They are the eyeballs of Muturangi, the Wheke (octopus) slain by Kupe, which he cast into the ocean after killing it. The tapu associated with the islands required travellers to recite karakia when crossing Raukanakawa Moana (Cook Strait), and only the descendants of Kupe, persons of high mana or Tohunga could look at the islands. If they were gazed upon by anyone else a misfortune would occur. In order to avoid mishap the eyes of travellers of lesser mana were bound with kawakawa leaves. This is the source of the name Raukanakawa Moana.



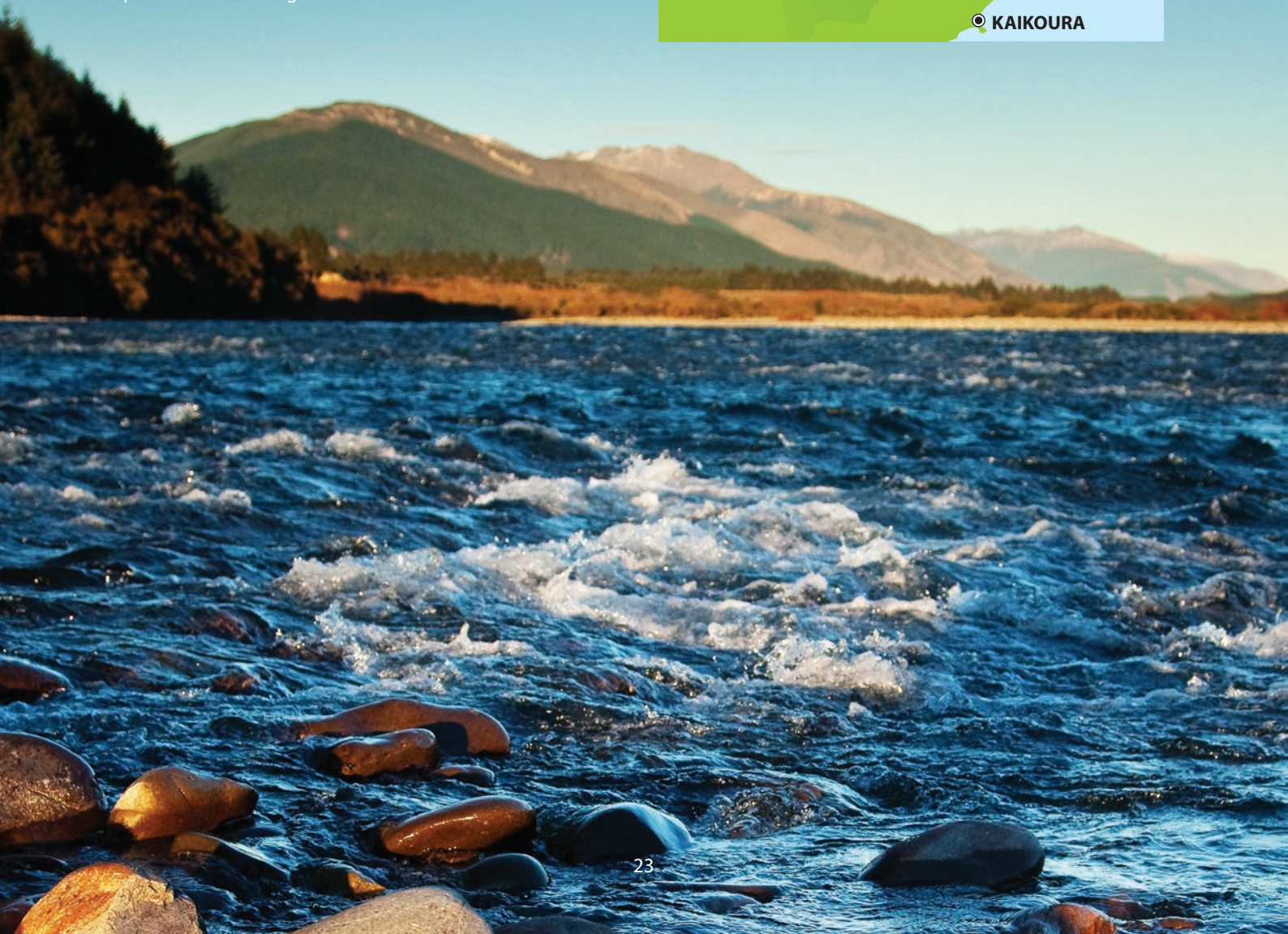
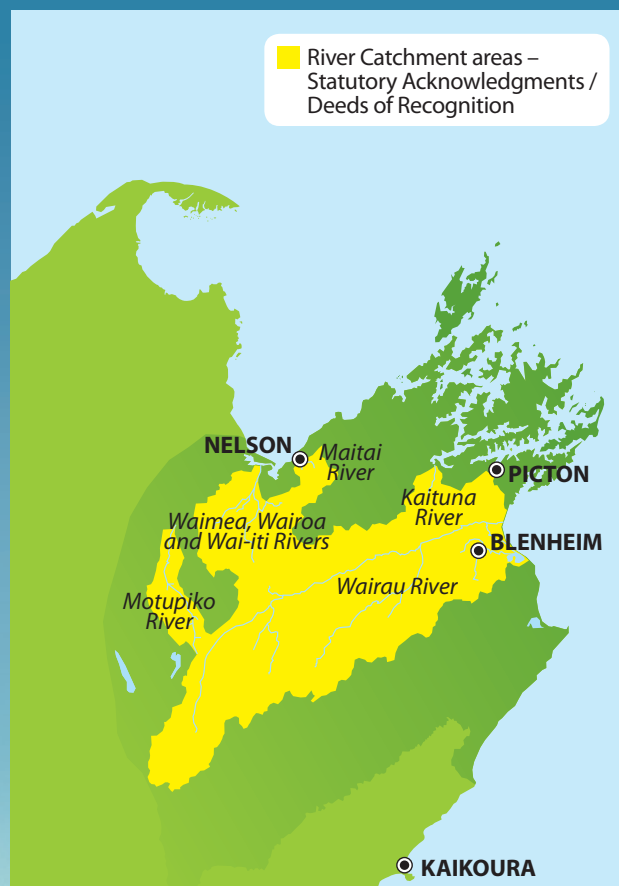
Rivers Acknowledgment and Recognition

As part of the settlement offer the Crown will provide Rangitāne with Statutory Acknowledgements and Deeds of Recognition over the river / waterway catchment areas as shown, including the following rivers (and their tributaries) of significance to our Iwi:

- Wairau River
- Kaituna River
- Maitai / Mahitahi River
- Waimea River
- Motupiko River

In addition it is proposed that a stand-alone, permanent Te Tau Ihu rivers and freshwater advisory committee be established via settlement legislation to provide high level input at Resource Management Act strategic and planning stages.

The committee would consist of one member from each of the eight Te Tau Ihu Iwi, and function in an advisory role to local authorities regarding the sustainable management of rivers and freshwater in the Te Tau Ihu region; advising Councils on preparation and review of policy statements and plans at pre-review, pre-preparation and pre-notification stages.



Coastal Statutory Acknowledgement

The waterways throughout Rangitāne's Rohe not only provided the Iwi with a rich array of mahinga kai but also have immense spiritual significance. Wai (water) is the essence of life, maintaining balance and interconnections between all living things and processes. Each waterway has its own mauri (life-essence) which Rangitāne respect and protect through the principle of Kaitiakitanga.

Wairau River

The Wairau has always been central to the identity and mauri of Rangitāne. The Iwi have lived along the banks of the river since the arrival in the district of their tupuna Te Hūtaki. The area around the mouth of the river (the Wairau Lagoons) formed a particularly important occupation and mahinga kai area, and the river in its entirety was a crucial source of mahinga kai and high quality flax, and a major communications route. Many important pa, kainga, cultivation areas and urupa were associated with this trail and the inland course of the river.

Kaituna River (Havelock)

Rangitāne have strong associations with the Kaituna River and Valley. The headwaters of the river commence in the Wairau district, and a well-used and important trail linked Rangitāne settlements in the Wairau with Te Hoiere and Pelorus. The name Kaituna means 'Eel Food', which reveals the importance of this waterway and its associated wetlands as a source of mahinga kai.

Maitai (Mahitahi) River (Nelson)

The Mahitahi River, at the mouth of which Whakatū, (Nelson) is located, is a site of great significance for Rangitāne. The river formed a major route to the Nelson Lakes and Te Hoiere, and there were a number of pa and sites associated with Rangitāne (and the other Kurahaupo Iwi) connected to the river and its environs.

Motupiko River

An ancient trail follows the course of the Motupiko and Motueka Rivers from Mangatāwhai, or 'The Place of Many Trails' (Tophouse, near the Nelson Lakes). This formed the main track linking Golden Bay and Tasman Bay with the Wairau and Kaitiaki districts. Waimea River (including Wairoa River and Wai-iti River as its tributaries).

Waimea River

The Waimea River and its tributaries formed a water source for the renowned Waimea gardens, located at the mouth of the Waimea River adjacent to a pa and kainga complex. This is a deeply significant site for Rangitāne and the other Kurahaupo Iwi. Around 1,000 acres of cultivation located near the river mouth represent generations of sustained effort by the tupuna. Rangitāne were among those who continued to cultivate and occupy the land until at least the mid 1840s.

As part of the settlement offer the Crown will acknowledge the Rangitāne statement of values in respect of the Iwi's cultural, spiritual, historical values and traditional associations with the Te Tau Ihu coastal marine area.

The settlement legislation requires that relevant consent authorities, the Environment Court and the Historic Places Trust have regard to the coastal statutory acknowledgement, and enhances the Iwi's ability to participate in Resource Management Act proceedings that may affect Rangitāne's particular areas of interest within the Te Tau Ihu coastal marine area.

The Deed of Settlement provides for a Statutory Acknowledgement over the coastal marine area from the White Bluffs to Kahurangi Point, incorporating all the coastal areas throughout the Marlborough Sounds. Rangitāne's particular area of interest within the Te Tau Ihu coastal marine area extends from the Waiau-toa (Clarence) River north to Kapara Te Hau (Lake Grassmere), Cape Campbell (Te Karaka), the Wairau Lagoons, Cloudy Bay (Koko-a-Kupe) and Port Underwood, then on to Tory Channel, Arapawa Island, Queen Charlotte Sound, Endeavour Inlet (Punaruawhiti) and Meretoto (Ships Cove). Rangitāne interests also extend into Te Hoiere (Mahau Sound, Hikapu Reach and Pelorus Sound), Anamahanga (Port Gore) and the Brothers Islands (Nga Whatu-kai-ponu) in the outer Marlborough Sounds, where they meet and often join and overlap with those of other Kurahaupo Iwi with whom Rangitāne share close whakapapa connections.

Wealth Creation – Commercial and Financial Redress

The Commercial and Financial Redress component of the Settlement Offer consists of mechanisms that will assist Rangitāne to secure and grow our collective asset base. The overall value of the Rangitāne Commercial Settlement is \$24.8 million.

The overall value of the settlement excludes interest. The final value of the settlement will depend on the date of settlement enactment due to requirements on the Crown (within the settlement package) to pay interest and compensation which are affected by the actual settlement date. The final settlement value is expected to increase by approximately \$600,000 once interest has been determined and paid to the Iwi as part of the settlement.

Commercial Property Purchased

The settlement provides for the ability to purchase Crown properties.

The following properties have been proposed to be purchased on settlement date, at which time ownership will transfer:

Land Only subject to lease back to the Crown

Blenheim District Court House
Henley / Waimea School
Salisbury School
Marlborough Boys' College
Richmond School
Hampden School
Redwoodtown School
Mayfield School
Ranzau School
Upper and Lower Moutere School
Lake Rotoiti School
Auckland Point School

Freehold Title

Horton Street, Blenheim
– industrial land behind Railway Station 1.0428 hectares

Grove Road, Blenheim
– adjacent to Information Centre car park 0.1188 hectares

Horton Street, Blenheim
– ex Chillies site

Kaituna School, Kaituna

4A Nicholson Street, Havelock
– bare residential section

3 Fell Street, Grovetown

NZ Post Building, Main Street, Blenheim



Marlborough Boys' College, Blenheim.

Woodbourne Airbase

In addition, the Settlement includes the right for the three Kurahaupo Iwi either jointly or severally to purchase the Woodbourne Airbase land and improvements subject to the leaseback of the operational requirements of the Ministry of Defence and section 40 Public Offer Back provisions.

An agreed process and timeline has been established. The Ministry of Defence is required to advise the Kurahaupo Iwi of the land and improvements to be leased back by the Crown by the end of 2010. The sale and purchase price and the lease terms and conditions need to be agreed by the end of 2011. If agreement cannot be reached then the sale and purchase arrangements are subject to binding arbitration.

The actual decision whether to purchase the Woodbourne Airbase will be determined by the Iwi following conclusion of the agreed sale and purchase price and terms and conditions for lease arrangements.

Rights of Deferred Selection

Rangitāne has a deferred right to purchase up to three years after the enactment of the Deed of Settlement. The sale and purchase price of these properties will be assessed at the time the Iwi elect to exercise their right to purchase.

The Deed identifies the following properties as part of the deferred selection option. The option will be exercised following the Deed of Settlement at such time as development opportunities have been developed.

Main Street / Park Terrace, Blenheim
– car park / light industrial land .0658 hectares

Lord Rutherford Road South, Brightwater
– bare rural land 0.3235 hectares

Aerodrome Road, Blenheim
– adjacent to Omaka Marae 0.2054 hectares

Endeavour Inlet (2 adjacent sections)
– 1.2 hectares each

Right of First Refusal

Rangitāne has a right of first refusal over 112 Housing New Zealand properties. This right of first refusal is able to be exercised in the event that the agencies elect to sell these properties within the next 169 years.

Rangitāne also has a right of first refusal, together with all Te Tau Ihu Iwi, in relation to a disposal of certain other Crown-owned land. This right of first refusal is able to be exercised for a term of 100 years from settlement date.



NZ Post Building, Blenheim.

Post-Settlement Governance

Before settlement assets can be transferred, a legal structure referred to as the post-settlement governance entity (PSGE) must be in place to receive them.

As part of our ratification process members of Rangitāne are being asked to vote to approve the proposed Rangitāne PSGE. It has already been approved by the Crown, which provides assurance that the entity meets accepted standards of good governance and fair representation of registered members.

In this section we provide an overview of the proposed PSGE and how it fits within the broader post-settlement operating structure. We have taken expert advice to identify the best option for Rangitāne's post settlement governance entity, with the aim of achieving a simple, flexible and tax effective structure that complies with legislative requirements.

It is recommended that the proposal outlined below offers the most effective means to manage the redress acquired in the settlement process to establish enduring benefits for our Iwi. Further information about the proposal will be provided at the information Hui and is available on our website www.rangitane.org.nz – this information includes the various Deeds and Constitutions as well as answers to frequently asked questions.

Rangitāne currently has several legal entities that were established to comply with the requirements of the Maori Fisheries Act 2004.

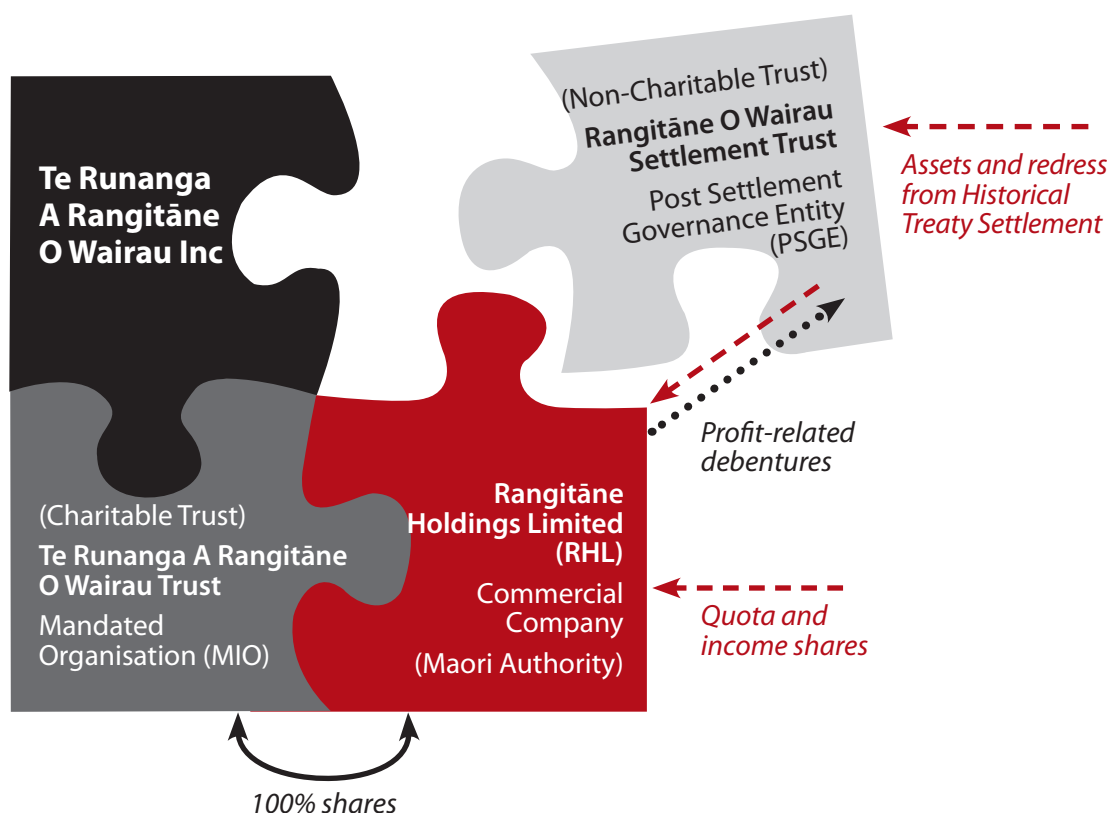
These entities are:

- **Te Runanga a Rangitāne O Wairau Charitable Trust**, which is Rangitāne's mandated Iwi organisation (MIO) under the Maori Fisheries Act, and
- **Rangitāne Holdings Limited (RHL)**, which is a subsidiary of the Charitable Trust and the asset holding company of the MIO as required under the Maori Fisheries Act.

To avoid unnecessary complexity and cost, ensure flexibility and make best use of our resources it is proposed that these existing structures are retained alongside a new **Non-Charitable** Trust that will be established specifically as the receiving entity for the Treaty settlement assets and redress. It is a Crown requirement that the receiving entity is non-charitable.

Rangitāne also has an **Incorporated Society** that functions as an advocate organisation for its members, providing a forum for members to express their views and advocating for members both nationally and internally.

The relationship between these entities is shown below:



As shown, the proposed post settlement structure is made up of:

- A new non-charitable trust, **the Rangitāne O Wairau Settlement Trust**, which will receive the commercial and financial settlement assets and redress on behalf of Rangitāne. All the commercial assets and redress received by the Rangitāne O Wairau Settlement Trust would be transferred post settlement to RHL in consideration for the issue of “profit-related debentures” equal to the fair market value of the settlement assets. In adopting the proposed Trust Deed you are approving this transfer. This enables all Rangitāne commercial interests to be managed by one commercial company.

- **Rangitāne Holdings Limited (RHL)** which will function as the asset holding company carrying out all the commercial activities for Rangitāne and allowing the tax-effective consolidation of commercial operations in one entity. The aim of this entity is to generate financial returns and secure the growth of Rangitāne’s assets for its shareholder, the Charitable Trust. RHL is a Maori Authority in accordance with the Fisheries Act.

- The existing Charitable Trust, **Te Runanga A Rangitāne O Wairau Trust**, which will be responsible for distributing benefits for charitable purposes for the community of Rangitāne members. This organisation is a mandated Iwi organisation (MIO) in accordance with the Fisheries Act.

The proposed structure achieves the following benefits:

Separation of duties amongst entities

The commercial and non-commercial aspects have been separated to clarify the objectives of each entity, and ensure that there are appropriate accountability mechanisms in place. Rangitāne Holdings Ltd has commercial objectives to maximise financial returns from the settlement, whereas the objective of the Charitable Trust is to deliver cultural, social and educational benefits to the members of Rangitāne. The Trust also has the responsibility of overseeing the performance of Rangitāne Holdings Limited.

Maximum flexibility

Because both a charitable and a non-charitable trust are incorporated within the operating structure Rangitāne will not be restricted to applying funds to purely charitable activities.

Efficient use of resources

The Trustees for both the charitable and non-charitable Trusts will be the same.

Under the proposal Rangitāne avoids the duplication of administrative and operational costs.

Tax effectiveness

The proposed structure maximises tax advantages, which should ensure that higher financial returns can be achieved.

Accountability

The overall structure ensures accountability to beneficiaries through separation of commercial and non-commercial functions, and reports to beneficiaries through established governance requirements.

Protection of Beneficiaries’ Interests

Beneficiaries’ (members) interests are protected through the accountability requirements, and the role of the Incorporated Society which acts as an advocate organisation for the interests of the Iwi collectively.

Appendix

Summary of the Rangitāne O Wairau Deed of Settlement

Claimant Definition

Claims Settled by the Deed

Exclusions

The Crown Apology and Acknowledgements

Cultural Redress

Financial and Commercial Redress

Claimant Definition

The Deed of Settlement contains a definition of the claimant community represented by the Runanga (refer page 6 of the Schedules to the Deed of Settlement). The definition of Rangitāne will include any individual, family, whānau, or group who is a descendent from one or more of the following ancestors who were recognised as having occupational rights in Te Waipounamu as at 1894:

1	Teoti Makitanara/Macdonald	M	32	Kereopa Pura	M	63	Tiripa Kere/Kelly	F
2	Tuiti Makitanara/Macdonald	M	33	Kere Pura	M	64	Rangikamapuna Kere/Kelly	F
3	Rea Makitanara/Macdonald	F	34	Pita Te Mete/Smith	M	65	Tutua Te Mete/Smith	M
4	Hohua Makitanara/Macdonald	M	35	Tini Te Mete/Smith	F	66	Hoani Te Mete/Smith	M
5	Mere Makitanara/Macdonald	F	36	Pipi Kere/Kelly	F	67	Tahua Te Karira	M
6	Hoani Makitanara/Macdonald	M	37	Tiripa Kere/Kelly	F	68	Kaumoana Hetaraka	M
7	Hori Makitanara/Macdonald	M	38	Hariata Kere/Kelly	F	69	Karaitiana Mekerika	F
8	Hane Makitanara/Macdonald	F	39	Mere Kere/Kelly	F	70	Waepiti Te Hiko	F
9	Kainu Makitanara/Macdonald	M	40	Teone Kere/Kelly	M	71	Matangi Te Hiko	M
10	Wiki Makitanara/Macdonald	F	41	Teera Te Mete/Smith	F	72	Hera Te Hiko	F
11	Hana Hiparaiti/Hippolite	F	42	Heeni Te Mete/Smith	F	73	Pirihira Te Hiko	F
12	Wirihana Maui	M	43	Teoti Te Mete/Smith	M	74	Raapu Te Hiko	F
13	Hopa Rangihira	M	44	Teone Te Mete/Smith	M	75	Tiaki Haata (Arthur)	M
14	Hekera Paora	M	45	Wiremu Te Mete/Smith	M	76	Tipi Haata (Arthur)	M
15	Manihera Hekiera	M	46	Tiaki Harare/Halliday	M	77	Teone Haata (Arthur)	M
16	Heni Hekiera	F	47	Tini Moa/Moore	F	78	Tiki Haata (Arthur)	M
17	Ihaia Nohota	M	48	Parangi Moa/Moore	M	79	Teone Kihau	M
18	Koroniho Titi	M	49	Hapareta Moa/Moore	M	80	Peti Kihau	F
19	Hapimana Taumarū	M	50	Hoani Moa/Moore	M	81	Keita Kihau	F
20	Manihera Irihama	M	51	Hariki Moa/Moore	M	82	Taiawhio Maaka/Marks	M
21	Mehaka Watere	M	52	Wiremu Moa/Moore	M	83	Kahuhunn Maaka/Marks	M
22	Rawiri Mehaka	M	53	Hori Moa/Moore	M	84	Tawhi Maaka/Marks	M
23	Heteraka Watere	M	54	Tiemi Moa/Moore	M	85	Wirihita Maaka/Marks	M
24	Te Koro Tupou	M	55	Ani Moa/Moore	F	86	Hohapata Kahupuku	M
25	Meri Kanae	F	56	Hopa Moa/Moore	M	87	Primona Kahupuku	M
26	Kerehi Reweti	F	57	Arihia Moa/Moore		88	Meretana Rawiri	F
27	Mere Hapareta	F	58	Wi Mekerei	M	89	Tame Waaka	M
28	Tiripa Hakaraia	F	59	Hiakai Ranginui	M	90	Pita Hohapata	M
29	Teoti Ihaka	M	60	Were Ranginui		91	Hare Hohapata	M
30	Riria Makitanara/Macdonald	F	61	Paranihia Ranginui		92	Te Ata Karepe/Cribb	F
31	Naomi Makitanara/Macdonald	F	62	Tini Kere/Kelly	F	93	Ani Karepe/Cribb	F

Claims Settled by the Deed

The Deed of Settlement reflects a comprehensive settlement that addresses all historical claims of Rangitāne O Wairau. These claims relate to the failure of the Crown to adequately recognise the customary rights of Rangitāne O Wairau in its resolution of New Zealand Company transactions and its pre-1865 purchases of land. This impacted on the operation of the native land laws, including the exclusion of Rangitāne from the Nelson and Motueka tenths. Their claims also relate to the Crown's failure to set aside adequate reserves and to ensure that the Rangitāne Iwi retained sufficient lands for their future needs.

The Deed of Settlement settles every historical claim to the Waitangi Tribunal that relates specifically to Rangitāne, including Wai 44.

Exclusions

The Deed of Settlement does not include any of the following types of claims:

Contemporary Claims

Claims relating to Crown acts or omission occurring after 21 September 1992. The Deed does not cover contemporary claims.

Future Claims

Rights under the Treaty and aboriginal and customary rights continue. The ability for Rangitāne to pursue redress for claims arising from any Treaty breaches that occur in the future is retained.

Claims already settled

The Deed does not in any way impact on the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992 ("Te Ohu Kaimoana Fisheries Settlement") and the Maori Fisheries Act 2004.

The Rangitāne O Wairau Deed of Settlement is not intended to include any claim to the North Island that a member of Rangitāne may have that is founded on a right arising as a result of being descended from an ancestor as described in the claimant definition.

The Crown Apology

The Crown makes the following apology to Rangitāne, and to their ancestors and descendants.

On 17 June 1840 the Rangitāne rangatira Ihaia Kaikoura signed the Treaty of Waitangi at Horahora-kakahu, Port Underwood. The Crown is deeply sorry that it has not fulfilled its obligations to Rangitāne under the Treaty of Waitangi and unreservedly apologises to Rangitāne for the breaches of the Treaty of Waitangi and its principles as acknowledged.

The Crown profoundly regrets its longstanding failure to appropriately acknowledge the mana and rangatiratanga of Rangitāne. The Crown did not recognise Rangitāne when it purchased the Wairau district in 1847 and recognition of Rangitāne mana in the Te Waipounamu purchase was belated. The Crown is deeply sorry that its acts and omissions quickly left Rangitāne landless and this has had a devastating impact on the economic, social and cultural well-being and development of Rangitāne.

The Crown regrets and apologises for the cumulative effect of its actions and omissions which have had a damaging impact on the social and traditional structures of Rangitāne, their autonomy and ability to exercise customary rights and responsibilities and their access to customary resources and significant sites.

With this apology the Crown seeks to atone for its past wrongs and begin the process of healing. It looks forward to re-establishing its relationship with Rangitāne based on mutual trust, cooperation and respect for the Treaty of Waitangi and its principles.

Crown Acknowledgements

1. The Crown acknowledges that it has failed to deal with the longstanding grievances of Rangitāne in an appropriate way and that recognition of these grievances is long overdue. The Crown further acknowledges that at relevant times it has failed to carry out an adequate inquiry into the nature and extent of Rangitāne customary rights and interests. This meant that the Crown failed to recognise or protect Rangitāne rights and interests to their full extent, and resulted in prejudice to the Iwi. This was a breach of the Treaty of Waitangi and its principles.

2. The Crown acknowledges that:

- a. The rapid shift of Commissioner Spain's hearing from investigation to arbitration denied Rangitāne an opportunity to present evidence on the New Zealand Company's claims; and
- b. Rangitāne were not involved in the arbitration between Te Tau Ihu Maori and the New Zealand Company, did not directly receive any of the Company's compensation payment, and did not sign any of the deeds of release before the Crown granted the Company 151,000 acres.

The Crown's failure to investigate the customary rights of Rangitāne before granting land to the New Zealand Company meant that it failed to actively protect the interests of Rangitāne in those lands and was a breach of the Treaty of Waitangi and its principles.

3. The Crown failed to protect the interests of Rangitāne when it arranged the completion of the New Zealand Company's Nelson purchase and did not establish a process in a timely manner that ensured Rangitāne received the full consideration, including a share in the tenths, for this purchase. This was a breach of the Treaty of Waitangi and its principles.
4. The Crown acknowledges that its failure to investigate the rights of Rangitāne at the time of the Spain Commission and protect the interests of Rangitāne when completing the Company's Nelson purchase had an ongoing effect on Rangitāne. From this point, the ability of Rangitāne to represent and protect their interests, including at pivotal Native Land Court cases in 1883 and 1892, and to maintain their connections to the whenua, was significantly impacted. The Crown acknowledges that this negative impact has continued down to the present day.
5. The Crown acknowledges that it failed to recognise the full nature and extent of Rangitāne customary rights when it embarked on a series of purchases from 1847:
 - a. It failed to deal with Rangitāne in its negotiation of the 1847 Wairau deed;
 - b. It did not negotiate with Rangitāne prior to signing the 1853 Te Waipounamu deed;
 - c. Rangitāne were heavily pressured into accepting the Te Waipounamu purchase and alienating their interests in Te Tau Ihu for a small price;

- d. Rangitāne rights and interests in lands south of Parinui-o-Whiti were not acquired by the Crown in the Te Waipounamu purchase, and Rangitāne were not consulted when these lands were later purchased from other Iwi; and
- e. The reserves set aside for Rangitāne from the Waipounamu purchase were wholly inadequate for the present and future needs of Rangitāne.

The Crown acknowledges that these failures were in breach of the Treaty of Waitangi and its principles.

6. The Crown acknowledges that the collateral benefits Rangitāne expected in entering into the Te Waipounamu sale agreement with the Crown were not always realised.
7. The Crown acknowledges that the operation and impact of the native land laws on the reserves granted to Rangitāne, in particular the awarding of land to individual Rangitāne rather than to Iwi or Hapū, made those lands more susceptible to partition, fragmentation and alienation. This further contributed to the erosion of the traditional tribal structures of Rangitāne. The Crown failed to take adequate steps to protect those structures and this was a breach of the Treaty of Waitangi and its principles.
8. The Crown acknowledges that the flood prone nature of the Wairau reserve limited its usefulness. The Crown further acknowledges that the development scheme which operated on the reserve during the mid twentieth century was largely ineffective in alleviating the flooding problem and meant Rangitāne lost effective control of their land for a period.
9. The Crown acknowledges that owing to its isolation and poor quality the Pukatea reserve provided little economic return to the Rangitāne owners. The Crown further acknowledges that considerable public pressure contributed to the decision of Rangitāne to sell their share in Pukatea 3 to the Crown in 1955 and that Rangitāne received little benefit from this transaction.
10. The Crown acknowledges that:
 - a. The land allocated to members of Rangitāne under the 'landless natives' scheme was mostly of poor quality, in remote locations, of little economic utility, and therefore inadequate;
 - b. Members of Rangitāne were never issued title to land allocated to them on Stewart Island; and
 - c. The provision of land to Rangitāne did little to relieve their landless position in Te Tau Ihu.

The Crown acknowledges that it failed to effectively implement the scheme designed to alleviate the landless position of Rangitāne in Te Tau Ihu. This failure was a breach of the Treaty of Waitangi and its principles.

11. The Crown acknowledges that by 1900 Rangitāne were landless. The Crown failed to ensure that Rangitāne were left with sufficient land for their present and future needs and this failure was a breach of the Treaty of Waitangi and its principles.

Cultural Redress

(*Denotes shared redress with other Iwi)

Overlay Classification

The declaration of an area as an Overlay Classification (known as a Topuni in some other settlements) provides for the Crown to acknowledge Rangitāne values in relation to that area. An Overlay Classification status requires the Minister of Conservation and Rangitāne develop and publicise a set of principles that will assist the Minister to avoid harming or diminishing Rangitāne values with regard to that land. The New Zealand Conservation Authority and relevant Conservation Boards will also be required to have regard to the principles and consult with Rangitāne.

The Deed of Settlement provides for Overlay Classifications over the following sites. Statements of Rangitāne's association with each site are included in the Deed of Settlement.

Lake Rotoiti and Lake Rotoroa*

Protection Principles include:

- Protection of and respect for Wahi Tapu, indigenous flora and fauna and the wider environment.
- Recognition of the Mana, Kaitiakitanga and tikanga of Rangitāne.
- Respect for Rangitāne tikanga.
- Accurate portrayal of Rangitāne associations.

Specific actions which the Department of Conservation will take in respect of these principles include:

- Department of Conservation staff and volunteers will be provided with information in regards to the cultural importance of Lake Rotoiti and Lake Rotoroa to Rangitāne;
- Rangitāne will be consulted regarding the provision of all new Department of Conservation public information regarding Lake Rotoiti and Lake Rotoroa and where appropriate the content will reflect their significant relationships with these lakes;
- The Department of Conservation will ensure that their management of the lakes and the rivers and streams which flow into Lake Rotoiti and Lake Rotoroa maintains, or where possible enhances, the ecological health of the lakes;
- The Department of Conservation's work programme will include measures to monitor the health of, and where necessary take steps to protect, the indigenous flora and fauna of the lakes.

Wairau Lagoons* and Te Pokihiwi / Boulder Bank Historic Reserve

Protection Principles include:

- Protection of Wahi Tapu, indigenous flora and fauna and the wider environment,

- Recognition of Rangitāne's Mana, Kaitiakitanga and tikanga,
- Respect for Rangitāne tikanga,
- Recognition of the role of Rangitāne as kaitiaki over mahinga kai and other traditional resources,
- Encouragement of respect for Rangitāne associations,
- Accurate portrayal of Rangitāne associations with Wairau Lagoon and Te Pokihiwi (the Boulder Bank) / Wairau Lagoons Wetland Management Reserve,
- Recognition of Rangitāne's significant spiritual and physical relationship,
- Recognition of the relationship of Rangitāne with their wahi tapu, wahi taonga and wahi whakahirahira.

Specific actions which the Department of Conservation will take in respect of these principles include:

- Department of Conservation staff, contractors, conservation board members, concessionaires and the public will be provided with information about Rangitāne values and the existence of the overlay classification and will be encouraged to respect Rangitāne's association with Wairau Lagoon and Te Pokihiwi,
- The Department of Conservation will work with Rangitāne on the design and location of any new signs to discourage inappropriate behaviour, including fossicking, the modification of wahi tapu sites and disturbance of other taonga;
- Rangitāne's association with Wairau Lagoon and Te Pokihiwi / Wairau Lagoons Wetland Management Reserve will be accurately portrayed in all new Department of Conservation information and educational material;
- Rangitāne will be consulted regarding the provision of all new Department of Conservation public information or educational material, and the Department of Conservation will only use Rangitāne cultural information with the consent of Rangitāne. Significant earthworks and disturbances of soil and / or vegetation will be avoided wherever possible;
- Where significant earthworks and disturbances of soil and / or vegetation cannot be avoided, Rangitāne will be consulted and particular regard will be had to their views, including those relating to koiwi (human remains) and archaeological sites; and
- Any koiwi (human remains) or other taonga found or uncovered by the Department of Conservation will be left untouched and Rangitāne informed as soon as possible to enable them to deal with the koiwi or taonga in accordance with their tikanga, subject to any procedures required by law.

Statutory Acknowledgement

A Statutory Acknowledgement registers the special association Rangitāne has with an area, and enhances Rangitāne's ability to participate in relevant Resource Management Act proceedings. The acknowledgements require consenting authorities to provide Rangitāne with summaries of all resource consent applications that may affect the areas named in the acknowledgements.

There are 13 Statutory Acknowledgements in the Deed of Settlement relating to the following sites. Statements of Rangitāne's association with each site are included in the documents schedule of the Deed of Settlement.

- Lake Rotoiti
- Lake Rotoroa
- Te Ope a Kupe (Te Anamahanga / Port Gore)
- Mt Furneaux (Puhikereru)
- Mt Stokes (Parororangi)
- Kohi te Wai (Boulder Bank Scenic Reserve)
- Wairau Lagoon and Te Pokohiwi / Boulder Bank Historic Reserve
- The Brothers
- Maitai River and its tributaries
- Wairau, Omaka and Opaoa Rivers and their tributaries
- Waimea, Wai-iti and Wairoa Rivers and their tributaries
- Kaituna River and its tributaries
- Motupiko River and its tributaries

Coastal Statutory Acknowledgement

This redress registers the Crown's acknowledgement of Rangitāne's statement of coastal values in relation to the Iwi's particular cultural, spiritual, historical and traditional association with the Te Tau Ihu coastal marine area; requires relevant consent authorities, the Environment Court, and the Historic Places Trust to have regard to the statutory acknowledgement; and requires relevant consent to forward summaries of resource consent applications to Rangitāne.

The Rangitāne statement of coastal values is included in the documents schedule of the Deed of Settlement.

Deed of Recognition

A Deed of Recognition obliges the Minister of Conservation and Department of Conservation to consult with Rangitāne and 'have regard' to their views regarding the special association the Rangitāne has with a site. This redress also specifies the nature of the input of Rangitāne into management of those areas by the Department of Conservation.

There are 13 Deeds of Recognition in the Deed of Settlement relating to the following sites.

- Lake Rotoiti
- Lake Rotoroa
- Te Ope a Kupe (Te Anamahanga / Port Gore)
- Mt Furneaux (Puhikereru)
- Mt Stokes (Parororangi)
- Kohi te Wai (Boulder Bank Scenic Reserve)
- Wairau Lagoon and Te Pokohiwi / Boulder Bank Historic Reserve
- The Brothers
- Maitai River and its tributaries
- Wairau, Omaka and Opaoa Rivers and their tributaries
- Waimea, Wai-iti and Wairoa Rivers and their tributaries
- Kaituna River and its tributaries
- Motupiko River and its tributaries

Relationship Protocols

Relationship Protocols are issued by the Minister of Conservation, the Minister of Fisheries, the Minister of Energy and the Minister for Arts, Culture and Heritage, setting out how the Crown will interact with Rangitāne with regard to the matters of conservation, fisheries, minerals and Taonga Pupuru.

Cultural Redress Properties

(*Denotes shared redress with other Iwi)

The settlement legislation will vest in Rangitāne:

In fee simple:

Picton Recreation Reserve	(0.19ha)
Tuamatene Marae, Grovetown	(0.39ha)
Rarangi	(0.25ha)
Wairau Lagoon - reinterment sites	(2ha)

As a recreation reserve:

Waikutakuta / Robin Hood Bay	(1.03ha)
Ngakuta Bay	(0.07ha)
Momorangi	(0.17ha)
Pukatea / Whites Bay*	(1.2ha)
Matangi Awhio*	(0.20ha)

As a scenic reserve:

Endeavour Inlet	(1.10ha)
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As an historic reserve:

Wairau Lagoon - Te Pokihiwi	(10.5ha)
Horahora-kakahu*	(1.21ha)

New and Altered Geographic Names

This redress provides the ability to change existing place names, or assign new names to a dual English / Maori name with respect to specific sites/areas. Changed or newly assigned names have the same status as those assigned by the New Zealand Geographic Board and provide recognition of Iwi historical/traditional association to these sites. The Crown will undertake to use the changed/newly assigned names in regard to departmental signage and official publications and will also advise local authorities and Transit New Zealand of these changes and encourage the use of new official names on road signs as and when appropriate.

In the Deed of Settlement the official place name changes include:

Existing Geographic Names	New Geographic Names
Queen Charlotte Sound	Queen Charlotte Sound / Totaranui
Port Underwood	Te Whanganui / Port Underwood
Pelorous Sound	Pelorus Sound / Te Hoiere
Cloudy Bay	Te Koko-o-Kupe / Cloudy Bay
Separation Point	Separation Point / Te Matau
Fighting Bay	Oraumoa / Fighting Bay
Mount Freeth	Te Tara-o-Te Marama / Mount Freeth
Goulter Hill	Hikurangi / Goulter Hill
Onamalutu River	Ohinemahuta River
Tasman Bay	Tasman Bay / Te Tai-o-Aorere
Port Gore	Te Anamahanga / Port Gore
Mt Robertson	Tokomaru / Mt Robertson
Tory Channel	Tory Channel / Kura Te Au
Robin Hood Bay	Waikutakuta Bay / Robin Hood Bay
Mount Robert	Pourangahau / Mount Robert
The Gowan River	Te Kauparenu / Gowan River
Travers Saddle	Poukirikiri / Travers Saddle
Opawa River	Opaoa River
Pelorus River	Te Hoiere / Pelorus River
Boulder bank	Te Pokohiwi / Boulder Bank
Ship Cove	Meretoto / Ship Cove
French Pass/ D'Urville Island	Te Aumiti / French Pass
Whites Bay	Pukatea / Whites Bay
Speargrass Creek	Te Horowai / Speargrass Creek
Arapawa Island	Arapaoa Island
Vernon Lagoon	Waikarapi Lagoon
Gibsons Creek	Ruakanakana Creek
	Te Ope-a-Kupe Rock
	Te Ana-o-Rongomaipapa Bay
	Otauirā Pa

Promotion of Relationship with Local Authorities:

Ministerial letters will be sent to the Marlborough District Council, Nelson District Council, Tasman District Council and the Buller District Council encouraging each of them to enter into a memorandum of understanding (or a similar document) with Rangitāne O Wairau in relation to the interaction between the two parties.

River and Freshwater Advisory Committee

The Deed of Settlement provides for a stand-alone, permanent Te Tau Ihu rivers and freshwater advisory committee to be established via settlement legislation, to provide high level input at Resource Management Act strategic and planning stages.

The committee would consist of one member from each of the eight Te Tau Ihu Iwi, and function in an advisory role to local authorities regarding the sustainable management of rivers and freshwater in the Te Tau Ihu region; advising Councils on preparation and review of policy statements and plans at pre-review, pre-preparation and pre-notification stages.

Pakohe, Minerals and Titi

The Deed of Settlement provides Rangitāne with rights to gather (by hand) minerals, including Pakohe, from rivers in Te Tau Ihu and whanau rights to harvest Titi.

The Deed of Settlement specifies rules and conditions governing these activities and interested Members are directed to review the relevant sections of the Deed.

Financial and Commercial Redress

Commercial Property

The Deed of Settlement provides for the ability to purchase Crown properties from the total value of the settlement. The following properties have been proposed to be purchased on Settlement Date and ownership will transfer at Settlement Date:

Land Only, subject to lease back to the Crown

- Blenheim District Court House
- Henley / Waimea School
- Salisbury School
- Marlborough Boys' College
- Richmond School
- Hampden School
- Redwoodtown School
- Mayfield School
- Ranzau School
- Upper and Lower Moutere School
- Lake Rotoiti School
- Auckland Point School

Freehold Title

- Horton Street, Blenheim
 - industrial land behind Railway Station
1.0428 hectares
- Grove Road, Blenheim
 - adjacent to Information Centre car park
0.1188 hectares
- Horton Street, Blenheim
 - ex Chillies site
- Kaituna School, Kaituna
- 4A Nicholson Street, Havelock
 - bare residential section
- 3 Fell Street, Grovetown
- NZ Post Building, Main Street, Blenheim

Woodbourne Airbase

Rangitāne, Ngati Kuia and Ngati Apa either jointly or severally are offered the Right to Purchase the Woodbourne Airbase land and improvements subject to the leaseback of the operational requirements of the Ministry of Defence and section 40 Public Offer Back provisions.

An agreed process and timeline has been established. The Ministry of Defence is required to advise the Kurahaupo Iwi of the land and improvements to be leased back by the Crown by the end of 2010. The sale and purchase price and the lease terms and conditions need to be agreed by the end of 2011. If agreement cannot be reached then the sale and purchase arrangements are subject to binding arbitration.

The actual decision whether to purchase the Woodbourne Airbase will be determined by the Iwi following conclusion of the agreed sale and purchase price and terms and conditions for lease arrangements.

Rights of Deferred Selection

The Deed of Settlement identifies the following properties as part of the deferred selection option. The option will be exercised following the Deed of Settlement at such time as development opportunities have been developed.

- Main Street / Park Terrace, Blenheim
 - car park / light industrial land .0658 hectares
- Lord Rutherford Road South, Brightwater
 - bare rural land 0.3235 hectares
- Aerodrome Road, Blenheim
 - adjacent to Omaka Marae 0.2054 hectares
- Endeavour Inlet
 - two adjacent sections 1.2 hectares each

Right of First Refusal

The Deed of Settlement provides a right of first refusal over 112 Housing New Zealand properties. This right of first refusal is able to be exercised in the event that the agencies elect to sell these properties within the next 169 years.

Rangitane also has a right of first refusal, together with all Te Tau Ihu Iwi, in relation to a disposal of certain other Crown-owned land. This right of first refusal is able to be exercised for a term of 100 years from settlement date.



Kei Puta Te Wairau

Rangitane

Te Runanga a Rangitane O Wairau

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