Before the Independent Hearings Panel

In the Matter of	the Resource Management Act 1991
And	
In the Matter of	the Canterbury Earthquake (Christchurch Replacement District Plan) Order 2014
And	
In the Matter of	the Proposed Christchurch Replacement Plan (**Chapter 4: Papakainga Zone**)

Brief of evidence of Rawiri Te Maire Tau for Te Rūnanga o Ngāi Tahu and Ngā Rūnanga [2458/2821]

Dated: 5 November 2015

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INTRODUCTION

Qualifications and experience

1. My full name is Rawiri Te Maire Tau.

2. My hapu is Ngati Rakiamoa and I live at Tuahiwi. I am a member of the Ngāi Tuahuriri Runanga. On my mother's and fathers side I whakapapa to all the kainga of Canterbury and Bank's Peninsula. Likewise I have landed interests in these areas with my mother and brothers.

3. I am Chair of the Tuahiwi Marae Trustees and Mana-Waitaha Charitable Trust which led the policy change for Tuahiwi with the Waimakariri District Council by way of Action 21, a statutory action from the Land Use Recovery Plan.

4. I have a long experience in issues concerning Ngāi Tahu history relating to oral traditions, the Treaty of Waitangi, the 1848 Canterbury Purchase (Kemp's Deed), mahinga kai and environmental matters. In 1991 I co-authorred the first Maori environmental planning book, Te Whakatau Kaupapa, with Anake Goodall and the late David Palmer, Maarie Goodall and my father.

5. I had various roles in supporting my father in the Ngāi Tahu Claim when he filed his claim before the Waitangi Tribunal in 1986, through to its settlement in 1998 under the Ngāi Tahu Claims Settlement Act.

6. I have a PhD in History from the University of Canterbury.

7. I am currently the Director of the Ngāi Tahu Research Centre at the University of Canterbury.

8. I have read the Code of Conduct for Expert Witnesses contained in the Environment Court Practice Note (updated 1 December 2014) and I agree to comply with it. My qualifications as an expert are set out above. I confirm that the issues addressed in this statement of evidence are within my area of expertise. I have not omitted to consider material facts known to me that might alter or detract from the opinions expressed.

EXECUTIVE SUMMARY

9. A number of reserves for Māori are located within the Christchurch District. The history behind them is complex, and the intention of reserves and expectations of whānau from the time of those agreements, is somewhat different to the reality that we have now.

10. One of the first reserves agreed in the Christchurch area (under the Canterbury Purchase 1848) was the Kaiapoi Māori Reserve MR873. This set a template to be followed by the other reserves in Christchurch, and provides us with a clear understanding of the intention of the reserves at the time.

11. The provisions which will be considered by the Panel are a step toward realising the original intent of the reserves, i.e. providing Ngāi Tahu whānui with the right to:

    (a) Dwell on ancestral land

    (b) Access, use and develop mahinga kai

    (c) For those rights to be in place for ever, and for whanu to be able to manage their lands.

INTRODUCTION

12. As a result of colonisation there are a number of reserves that were set aside in the Christchurch District for Ngāi Tahu whānui. These reserves were and continue to be of great importance to us. The reasons for this will be discussed in my evidence, and also in the evidence of Mr Cunningham and Ms Kipa.

13. In my evidence I endeavour to provide the Panel with an understanding of the historical context which sits behind the Māori Reserves as shown in the notified District Plan maps, and also the other reserves which do not appear on those maps. I think that it is important to understand the full picture of what was intended by the reserves, the expectations of whānui, and how time has eroded what appears in reality.

14. To achieve this my evidence focus' on the Canterbury Deed of Purchase in particular with reference to the Banks Peninsula Deeds. Chronologially the

Canterbury Deed was the first off the block and sets the scene for other Deeds and agreements which followed.

15. In doing so I must also discuss the Māori Reserve at Tuahiwi, north Canterbury. I acknowledge and understand that geographically the reserve at Tuahiwi sits outside the jurisdiction of the Christchurch City Council and does not form part of this hearing. However, as this was the first reserve agreed within the wider Canterbury Purchase it sets out a model that was intended to be implemented elsewhere.

16. My evidence also discusses in brief the relationship with the Treaty of Waitangi.

KEY ISSUES

Treaty of Waitangi

17. The Council has a duty to actively protect the interests of Maori to their lands estates forests and fisheries as stated in the second article of the Treaty of Waitangi. In the [1] 1987 New Zealand Maori Council v the Attorney General, the court held that,

> *The relationship between the Treaty partners creates responsibilities analogous to fiduciary duties. The duty of the Crown is not merely passive but extends to active protection of Maori people in the use of their lands and waters to the fullest extent practicable. That duty is no light one and is infinitely more than a formality. If a breach of the duty is demonstrated at any time, the duty of the Court will be to insist that it be honoured*

18. We take this to mean that the Treaty of Waitangi creates responsibilities and obligations in the present, not just the past. Specific to this hearing, the Council is required to actively protect the lands and our interests that were allocated to Ngāi Tahu in the mid 19th century.

19. The fiduciary duties referred to also extend to the promises and assurances outlined in the Deeds of Purchase for the lands within the region of the Christchurch City Council. The Deeds of Purchase that fall

[1] . *New Zealand Maori Council v Attorney-General* [1987] 1 NZLR 641 at 643

within the boundaries of the Christchurch City Council which I will cover in my evidence are:

- 1848 Canterbury Deed of Purchase
- 1849 Port Cooper Deed of Purchase
- 1849 Port Levy Deed of Purchase
- 1848 Akaroa Deed of Purchase

20. As already described I focus on the 1848 Canterbury Purchase to portray the intent of these reserves. Maps showing the above and other purchase deeds are attached to my evidence as Appendix 1. Brief descriptions of each area shown on the maps are attached to my evidence as Appendix 2. I note that both Appendices have been compiled by the Reseach Unit at Te Rūnanga o Ngāi Tahu.

Intent of Purchase Deeds

Enduring Nature of the Deeds

21. The 1848 Canterbury Purchase is best known among our people as Kemp's Deed. This is named after Henry Tracey Kemp, who negotiated on behalf of our people for the purchase of 20,000,000 acres within the South Island for £2000. This land constitutes the greater part of modern Canterbury, although it also extends further towards central Otago. The Crown's failure to honour the Treaty has been recognised and apologised for by the Crown as part of the Ngāi Tahu Settlement. But ongoing responsibilities to the present continue.

22. What is often missed when dealing with the Canterbury Purchase, in my view, is that it needs to be seen as a living contract between the Crown and Maori. While the 1998 Ngāi Tahu Claims Settlement Act recognised the historical grievances, it does not remove the fact that the Purchase Deeds were actual documents of purchase and are therefore contracts between both parties. These contracts are not merely historical, rather they are clearly worded in a manner which binds future generations. The two 1849 purchases of Bank's Peninsula (Port Cooper (Lyttelton) and Port Levy[2]) make clear that the transactions binds both the Crown and Ngāi Tahu forever. The 1849 Port Cooper Deed declares that the deed was to

[2] See Appenidx 1 for maps of these areas

bind not only the present generation but also, 'our relatives our children and our descendants – '*he wakaaetanga mo matou, o matou wanaunga, mo o matou tamariki, mo o matou uri katoa'*. The Crown took great care to ensure that all future generations would understand the finality of these transactions.

23. Likewise the Deeds also ensure that the promises made by the Crown to Māori would also last for all generations. The 1848 Canterbury Purchase plainly speaks of ensuring land would be set aside as reserves for our people to reside upon, not only for that time but for subsequent generations. The key passage in the Deed of Purchase for Canterbury states:

> *Ko o matou kainga nohoanga ko a matou mahinga kai, me waiho marie mo matou, mo a matou tamariki, mo muri iho i a matou;*
>
> *Our places of residence and our food gathering places are to be left to us without impediment for our children, and for those after us.* [3]

24. Similar language to that used in the Canterbury Purchase is used in the 1849 Port Cooper Purchase Deed which states that the Commissioner Walter Mantell would set aside reserves that would belong to the people and their descendants – 'for ever and ever'.

> *Heioi, ko te wakamutunga rawatanga tenei o nga wahi e wakatapua mo matou i roto I te rohe mo Her Majesty the Queen of Great Britain a ko aua wahi e wakaae ana hoki a Mr Mantell, Commissioner, kia waiho hei wenua tumau iho mo matou, mo o matou uri i muri iho i a matou, ake tonu atu.*
>
> *These are the whole of the places reserved for us within the boundary for Her Majesty the Queen of Great Britain, and Mr Mantell Commissioner agrees that these places shall be permanent possessions for us and for our descendants after us for ever and ever.*

25. These purchase deeds were simply making the enduring nature of this transaction clear to both sides of the negotiations. To that end it is important to understand that the reason Christchurch and Canterbury

stands as it does today is because the Purchase Deeds made it explicit that the Crown's purchase was final for all time. Likewise, for our Runanga, the promises made by the Crown were seen in the same light.

26. For me, this means that, all policy and regulations should follow after the assurances made in the actual Deeds of Purchase. I discuss the aspired extent that this might one day go to in further detail in due course.

Anticipated activities and functions of reserves

27. As stated the Canterbury Purchase of 1848 is clear that reserves would be set aside for our people as both 'kainga nohoanga and mahinga kai'. Again the Deed tells us:

> *Ko o matou kainga nohoanga ko a matou mahinga kai, me waiho marie mo matou, mo a matou e tamariki, mo muri iho i a matou; a ma ta Kawana whakarite mai hoki tetahi wahi mo matou a mua ake nei a te wahi e ata ruritia ai te whenua nga Kai Ruri*
>
> *Our places of residence and our food gathering places are to be left to us without impediment for our children, and for those after us. we leave to the Government the power & discretion of making us additional Reserves of land*

28. There are three key points in this statement.
    1. Kainga nohoanga were to be set aside. Kaianga nohoanga were translated as 'places of residence'.
    2. 'Mahinga-kai' would also be set aside as reserves for tribal use. 'Mahinga kai' referred to both the practice of taking food in a traditional manner and the production of food.
    3. The phrase 'mo a matou e tamariki mo muri iho a matou – for us without impediment, our children and for those after us' makes it clear that the agreement was on-going and was not restricted to an allotted time period.

29. The terms used in the Deeds, particularly 'kainga nohoanga' and 'mahinga kai' provide a clear indication that the intention of the Deeds was to enable our people to live on their ancestral lands. Unfortunately since then, in my experience The Town and Country Planning Act has been used by Council's to rezone Maori villages and therefore prohibit our people from

living upon their ancestral lands as anticipated in the Deeds. Similarly the 1967 Maori Affairs Amendment Act and the 1967 Ratings Act have also prevented our people from living on their land in accordance with the agreements reached in 1848.

30. I explore the terms Kāinga nohoanga and mahinga kai further below.

Kāinga nohoanga

31. **'**Kainga-nohoanga' means settlements and places of residences. In relation to the Deeds of Canterbury and Banks Peninsula, the concept and model of kāinga-nohoanga was first used within the Kaiapoi Māori Reserve, then rolled out to other reserves using the same template and expectations.

32. At the time, the language used to describe the Kaiapoi Maori Reserve was 'township'.[4] It was imagined by the Crown that Kaiapoi would be similar to a rural English village, populated by small, albeit Maori, farmers contributing to the wider national and imperial economy. To this end, it was expected that the Kaiapoi Ngāi Tahu would structure their township along the lines similar to an English village with land for a church and school. In fact during the sub-division, our people were required to set aside lands for a school, church, cemetery and hospitals.

33. Reserves were required to set aside areas for schools, hospitals, churches and cemetaries – because the Crown expected them to develop and become townships with an economic base.

34. In the 1860's the Crown actually constructed a plan towards developing our villages as self governing reservations that would function with the same powers as the provincial councils. This provides a very clear indication of the intention of reserves, and the understanding of negotiators at the time that self-regulation would be a vital component of the reserves.

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[4] . 'Mr. Buller's Final Report on the Partition and Individualization of the Kaiapoi Reserve', *AJHR*,1862 E-05, p 4.

Mahinga kai

35. Mahinga Kai – Just as our people were promised the right to live in villages - townships upon their own lands - they were also expressly promised mahinga kai in the Canterbury Deed. Mahinga kai referred to the right of our people to hunt and gather food and to cultivate and produce food as they saw fit.

36. In its findings on mahinga kai, the Waitangi Tribunal found that within the Ngāi Tahu Claim, 'mahinga kai' was a collary of article ii of the Treaty of Waitangi. The Waitangi Tribunal wrote:

    (a) *17.5.2 In earlier parts of this report we examined very fully the duty of the Crown under article 2 to ensure that Maori were left sufficient land for their present and future needs. The retention of sufficient land for mahinga kai purposes is therefore an important corollary of that principle.*

37. On this basis, the Waitangi Tribunal used the term 'mahinga kai' as a island wide reference point for any discussion on our resources. The Tribinal wrote:

> *As we see the position, it was not only necessary for the Crown to protect the principal food resource areas, it was also the duty of the Crown to provide the tribe with extensive land so that it could adapt itself to the new pastoral and agricultural economy. This new economy brought with it the new resources that were in time to replace some of the traditional mahinga kai. To take part in this process Ngāi Tahu had to have reserved to them substantial areas of land which could be developed and farmed.*[5]

38. Here, the Tribunal is really referring of the 'right to develop' and the protection of our resources.

39. In its most basic form 'mahinga kai' refers to the right of our people to hunt and gather food and to cultivate and produce food as their ancestors did, but also in a manner that new technology allowed.

[5] Waitangi Tribunal, Ngāi Tahu Land Report, 1991, para, 17.5.2.

40. By the 1840s our people were already growing vegetables in the South Island climate and they were also farming and grazing animals. In fact the 1858 *Native District Regulations Ac*t that the Tuahiwi Runanga functioned under was primarily concerned with devolving to our people the right to regulate agricultural activities within their villages and upon their reserves. The 1858 Act allowed our Runanga to regulate:

- Cattle Trespass.
- Public Ponds.
- Boundary Fences.
- Cattle branding.
- Prevention of Scab,.
- Against spread of thistles
- Enforcement of Native Rights
- Prevention of Fires.

41. The capacity that the Tuahiwi Runanga had to regulate its own affairs was substantial. However, I wish to make the point that at this stage, many of these activities, while seen as modern, were already being practiced by our people in 1858 and earlier. I have provided a very basic explanation of mahinga kai above, but the above activities also fall within the definition of mahinga kai as it was understood at the time throughout Canterbury.

42. Reserves had been set aside so that our people would adopt agricultural activities. As stated, the Waitangi Tribunal often speaks of the right of development as an inherent right among our people and as a Treaty principal. These are common practices that took place in Banks Peninusla, as noted in the evidence of Mr Cunningham and Ms Kipa.

43. Nonetheless, while mahinga kai needs be seen in its contemporary sense, we should not forget the most basic meaning. Too often mahinga kai is limited to the area of sustainability. Sustainability assumes there are enough resources to sustain an environment.

44. To summarise what was intended by the Reserves, and what whānau understood would be provided, is in essence as follows:

(a) The right to dwell on land, and for that right to remain in place in perpetuity to descendents.

(b) The right to mahinga kai, including the right to hunt, harvest and to develop mahinga kai resources.

(c) The right to develop land to achieve the above, including subdivision, and setting aside land for communal facilities or other activities to support the community.

(d) The right to develop develop a sustainable and growing economic base within the community that would sustain future generations.

Self- determination

45. I understand that the provisions which will be considered by the Panel are focused on 'kainga-nohoanga' and 'mahinga kai'.

46. However, to understand the context of the Reserves, both historically and in terms of aspirations in the future, I highlight three points.

1. The Deeds of Purchase assure our people of their right to live on the Reserves within kainga with their mahinga kai rights intact.
2. Our lands, such as at Kaiapoi, were reserved under the 1862 Crown Grants Act (No 2), which gave assurances that the promises made by the Crown would be fulfilled.
3. Crown Agents made clear promises that our Runanga were to hold authority over our reserved lands with specific provisions set aside.

47. The 1862 *Crown Grants Act (no 2)* is the fundamental confirmation of the promises made by the Crown to our people when the 1848 Canterbury Purchase was signed. However to understand this Act we need to understand how Crown officials negotiated the reserves with our people – and in particular the Kaiapoi Maori Reserve 873 – and how the Rūnanga was originally estabished.

Kaiapoi Maori Reserve and Rūnanga

48. As highlighted in the introduction to this evidence I refer to the Kaiapoi Maori Reserve and the Rūnanga established at Tuahiwi, because they created the blue-print for all Canterbury region by the mere fact of being the first. Once Kaiapoi Maori Reserve 873, the Certifcates of Title and the

Rūnanga had been confirmed in legislation and policy, the Rūnanga on Bank's Peninsula followed along the same lines.

49. Once the Rūnanga system and land allocations were agreed to at Kaiapoi, the same template was used throughout the Bank's Penusula villages. Gazzette notices and ordinances show the same system being rolled out on the Bank's Peninsula kainga, - specifically under the 1858 Native Districts Regulations Act and the 1858 Native Circuit Courts Act, both of which allowed a great deal of autonomy and self government to our people.

50. As soon as the 1848 Purchase (Kemp's Deed) was confirmed, Walter Mantel was sent from Wellington to survey our lands and to set aside reserves for our people to live upon. While the land was set aside from Crown ownership in 1848, the Kaiapoi Native Reserve did not actually exist in any legal sense until it was gazzetted as such until 1865 under the 1862 Crown Grants Act (no 2). In a sense the land was still customary or 'extra-legal' – beyond any legal framework. Consequently between 1848-1858 our people lived upon the land in a semi customary manner. The regulations of the Provincial Government did not apply because the authority of the Provincial Council applied only upon Crown land.

51. Because a vacum existed upon Maori land, both Maori and the Crown sought different mechanisms to regulate their activities. Both groups needed to enforce basic governance rules not only upon their people, but also the other whether it be Maori or settler. Maori understood that they needed new structures and mechanisms to regulate their own tribal members and local Pakeha living on their lands or nearby. In the North Island, the Kingitanga evolved and in the South Island the Rūnanga was formulated.

52. In 1859 Walter Buller, who was appointed Native Commissioner for the Southern Provinces had been instructed to report upon the condition of the Canterbury Ngāi Tahu, but he soon became aware of the tensions upon the Reserve as to the property rights of tribal members. As a result, Buller took proactive steps to resolve the problem of land ownership and helped our people organise themselves into a 'Rūnanga' – which simply means Council.

53. Rūnanga was a 'council' of land-owners or as they said at the time – shareholders. Today we would simpy say, 'rate-payers'. Which-ever term is used, the function of the Rūnanga was to take responsibility for the management, governance and enforcement of order upon their land they had decided to sub-divide.

54. The question of sub-division and individual title to land is a fundamental in understanding how our people function as a Rūnanga. In fact when Ngāi Tahu and Buller met, both parties immediately moved to individualise title to their land, with the proviso that the land could never be sold outside the community.

55. Individual title is often seen as a western mode of property and that communal title is a Maori tradition It is now assumed that individual rights or property rights were a western construct imposed on Maori, who it is believed held land 'in-common'. This is wrong. There are enough traditions within Ngāi Tahu and other iwi that shows land was owned by individuals. In fact our elders demanded the right to sub-divide their lands in 1860 when they met with Governor Gore-Browne at Lyttleton and petitioned him with these words,

> *The voice of all the people is that our land Reserves be subdivided, so that each may have their own portion. We ask you to give to each man a title in writing to his own allotment. But we leave the matter in your hands o Governor. Our reason for urging the subdivision of our land is that our difficulties may cease, that we may live peaceably, and that Christianity and good things may thrive amongst us."*[6]

56. This petition was made on behalf of all the Canterbury-Bank's Peninsula NgāiTahu.

57. However, the distinction with western notions of property is that the land could not be 'alienated' outside the tribe without tribal permission. There was no contradiction in the idea of a tribe holding its territory as a collective while also having individual ownership of land and resources. Both concepts were entirely compatible. For land to be owned on a communal or individual basis, a community simply had to exist whether it is a tribe, a feudal state or a nation state. At the same time we need to be careful of over-extending western notions of property to Maori or any other non-

[6] *Maori Messenger* 1860, January, pages 3-4 cited in *History of the Kaiapoi Maori Reserved* at page 4.

Western peoples. There are as many varieties of property as there are of capitalism, community institutions, nation states and banking systems.

58. When Buller visited Kaiapoi in 1859 he soon became aware that the Kaiapoi – Bank's Peninsula Ngāi Tahu had a strong sense of individual property rights and he immediately set about helping them define their lands and establishing a system of ownership within a Rūnanga - Council. Buller explained the establishment of the Rūnanga as follows:

> *At a public meeting of the Kaiapoi Natives, when this subject was under discussion, I elicited their sentiments by putting forward the following suggestions; all of which met their approval.*
>
> *1. That the primary subdivision and apportionment of the land should be arranged by them in Runanga.*
>
> *2. That as a fundamental condition of the proposed grants, the estate and interests created thereby should be entailed, so as to make them inalienable to persons of other than the Maori race.*
>
> *3. That the power of leasing, if allowed should be modified by certain conditions or limitations.*
>
> *4. That the whole of the attendant expenses should be borne by the Natives themselves, —a sufficient portion of the land being set apart for that purpose.*
>
> *5. That suitable endowments should be made for the several objects of Churches, Schools, and Hospitals.*
>
> *6. That the arrangements contemplated in the two foregoing clauses should be carried out prior to the apportionment of the land (i. e. whilst it is common property).*

59. The people gave their consent to the proposal and the Rūnanga became the formal body in which they enacted their policies. The six policies mentioned by Buller were the first among a series of agreements that they reached. Other more detailed agreements were reached which would extend to the waterways and other areas of the Reserve – but what we have here is a clear movement towards self-government.

60. The Rūnanga set aside land for their own cemetary, schools, churches and hospitals. These are the basic duties of any civil institution.

61. It is important to highlight that the people had the right to sub-divide their land, but, the land could not be sold outside of the community.

Introduction of control on Māori Land and implications

62. These above two elements are critical. For over half a century, council regulations have prohibited the sub-division of Maori land. From my observations I am of the view that the reason for this is that the councils wished to see Maori land transferred to rural New Zealand farmers. It is not by mistake that the largest land owners on Maori Reserves today, are rural farmers.

63. From my research I have formed the view that New Zealand legislation from the 1950s onwards was designed to see Maori land placed on the market so that Pakeha farmers could have better and easier access to cheaper land. The Councils did this by rezoning our reserves as rural – which meant only one house could be built upon every 10 acres or so. From the 1950s and 60s onwards our people were prohibited from sub-dividing their land for their children to build upon. This was undertaken by the 1958 *Town and Country Planning Act.* The 1967 *Maori Affairs Amendment Act* brought all Maori land under the regulations of the *Town and Country Planning Act* and also rezoned Maori land with less than 3 owners under General Crown Title. The combination of these two Acts were the reasons for the migration of Maori into the cities. Urbanisation is often seen as an explanation – when it is really a description of an event .

64. The 1967 Ratings Act allowed the councils to sell Maori land where the rates had not been paid. The key to these Acts were that they worked in together. Once the land was rezoned – it's capital value fell because the lands had never been large enough to farm.

65. The explanation for Maori moving into the cities was that they were not allowed to live on their ancestral lands as the Purchase Deeds had always promised. Our people were simply not allowed to build because sub-division was not allowed..

66. When the children had moved to the cities in the 1970s, most Ngāi Tahu villages had become places for the elderly. By the 1980s, Ngāi Tahu elders had moved to live with their children in the cities and their lands were left vacant. Many elders moved out of their villages because local

services such as buses and the post office had ceased due to a declining population. The outcome was that the rates were left unpaid and the Council immediately placed their lands up for sale. The sole persons able to purchase rural Maori land were the farmers – who constituted most rural councils in New Zealand.

67. The removal of the right of subdivision was a fundamental reason for the loss of our lands and villages. But just as importantly, the legislation and the regulations ignored the original Deeds of Purchase that said our lands were to be set aside for our descendants as 'kaianga nohoanga' – 'for ever and ever'.

SUMMARY

68. As set out above the scale of the intentions of the Crown in relation to the Māori Reserves were breathtaking. The 1862 Crown Grants Act (No 2) confirmed the Crown's intentions of our Reserves being self governing areas.

69. The understanding of what was promised to Ngāi Tahu has been handed down through generations, including the rights of Ngāi Tahu to these lands.

70. Over time, some whānau have had to leave their villages, as described through whānau accounts in the evidence of Ms Kipa. Legislation has also enabled some whānau to sell their lands which has occurred as whānau have become alienated from their reserves, be it through regulation, economic constraints or other impediments. However, the goal is still the same as that which was agreed to by our tipuna. I understand that the full extent of what we wish to see on our lands might sit outside of the scope of this Panel. However, it is essential that the Panel understand the historical context behind Māori reserves, and the role of this process in enabling Ngāi Tahu to progress a few more paces toward the ultimate goal.

Rawiri Te Maire Tau

5 November 2015

APPENDIX 1: Māori Reserves Map Book

[Compiled by Te Rūnanga o Ngāi Tahu, attached as a separate document]

APPENDIX 2: Ngāi Tahu Occupational Reserve Allocations within Christchurch City Council Boundaries

[Compiled by Te Rūnanga o Ngāi Tahu]

Occupational reserves wholly or partially held in Māori title:

Rāpaki (850 acres)

Māori Reserve 875, Block IV, Halswell SD

The Rāpaki Native Reserve was granted in 1849 as part of the Port Cooper Purchase Deed. At the beginning of the 18th century, Te Rakiwhakaputa, a Ngāi Tahu chief of Kāti Kurī descent, claimed the area by casting his rāpaki (waist mat) on the beach and the kaika has ever since been known as Te Rāpaki o Te Rakiwhakaputa. Rāpaki became one of the central mahinga kai areas for Ngāi Tahu due to the abundance of natural resources within Whakaraupō (Lyttelton Harbour). Since the establishment of the Rāpaki Māori Reserve, a number of sections have passed into general title.

Koukourārata /Port Levy (1361 acres)

Māori Reserve 874, Block V, Pigeon Bay SD

The Koukourārata Native Reserve was granted in 1849 as part of the Port Levy Purchase Deed. Koukourārata is an ancient place. It has a long history of Ngāi Tahu, Kāti Māmoe and Waitaha land use and occupancy and holds a significant place in tribal history and traditions. The settlement and marae are located on the ancient pā site Puari. Since the establishment of the Koukourārata Māori Reserve, a number of sections have passed into general title.

Ōnuku (426 acres)

Māori Reserve 886, Block VIII, Akaroa SD

The Ōnuku Native Reserve was granted in 1856 as part of the Akaroa Purchased Deed. Ōnuku is home to generations of whānau. It is also of immense significance to Ngāi Tahu as an iwi. It was at Ōnuku on May 30, 1840 where the Treaty of Waitangi was first signed within the Ngāi Tahu takiwā (the first of three signings on Te Waipounamu). It is also where, in 1998, the Crown gave its apology for historical breaches of the Treaty in its dealings with Ngāi Tahu. Since the establishment of the Ōnuku Māori Reserve, a number of sections have passed into general title.

Ōpukutahi (432 acres)

Māori Reserve 885, Block III & IV, Akaroa SD

The Ōpukutahi Native Reserve was granted in 1856 as part of the Akaroa Purchased Deed. Ōpukutahi is located across from Akaroa near Wainui, and has been a Ngāi Tahu kainga since the initial Ngāi Tahu settlement of Te Waipounamu. During the 1820-1830s, Ōpukutahi and the connected kainga of Akaroa Harbour participated in extensive trading with Pakehā whalers and sealers. In the late 19th century the Ngāi Tahu owners utilised the land to grow crops such as potatoes and wheat, and to rear horses, cattle and pigs. Since the establishment of the Ōpukutahi Māori Reserve, a number of sections have passed into general title.

Wairewa (440 acres)

Māori Reserve 887, Block III, Pigeon Bay SD

The Wairewa Native Reserve was granted in 1856 as part of the Akaroa Purchase Deed. Makō claimed the takiwā of Wairewa for himself, his family and their descendants. The profusion of kai in Te Roto o Wairewa was renowned across Ngāi Tahu and in a modern context has been referred as one of the central food baskets of Ngāi Tahu in the Canterbury region with tuna, pātiki and inanga the main kai taken. The produce of the lake was a source of mana and pride. It allowed the people to sustain themselves and their visitors and to engage in kaihau-kai, traditional food exchanges. Since the establishment of the Wairewa Māori Reserve, a number of sections have passed into general title.

Te Pourua (16 acres)
Māori Reserves 2533 & 2574, Block VIII, Ellesmere SD
Te Pourua was one of three additional reserve allocations made to the Wairewa Native Reserve as compensation by the Crown for the loss of 10 acres at the old Pa Wairewa. Makō claimed the takiwā of Wairewa for himself, his family and their descendants. The profusion of kai in Te Roto o Wairewa was renowned across Ngāi Tahu and in a modern context has been referred as one of the central food baskets of Ngāi Tahu in the Canterbury region with tuna, pātiki and inanga the main kai taken. The produce of the lake was a source of mana and pride. It allowed the people to sustain themselves and their visitors and to engage in kaihau-kai, traditional food exchanges. Te Pourua, in its entirety, remains Māori freehold land.

Te Kata (253 acres 35 perches)
Māori Reserve 2534
Te Kata was one of three additional reserve allocations made to the Wairewa Native Reserve as compensation by the Crown for the loss of 10 acres at the old Pa Wairewa. Makō claimed the takiwā of Wairewa for himself, his family and their descendants. The profusion of kai in Te Roto o Wairewa was renowned across Ngāi Tahu and in a modern context has been referred as one of the central food baskets of Ngāi Tahu in the Canterbury region with tuna, pātiki and inanga the main kai taken. The produce of the lake was a source of mana and pride. It allowed the people to sustain themselves and their visitors and to engage in kaihau-kai, traditional food exchanges. Te Kata, in its entirety, remains Māori freehold land.

Takiritawai (73 acres)
Māori Reserve 385, Block I, Akaroa SD
Takiritawai is near the Takiritawai River which runs into the head of Lake Wairewa. Since the establishment of Takiritawai, a small part of the reserve has passed into general title.

Occupational Reserves and Half-Caste allocations now in general title:

Pa Makahi (45 acres 18 perches)
Māori Reserve 2535
Pa Makahi was one of three additional reserve allocations made to the Wairewa Native Reserve as compensation by the Crown for the loss of 10 acres at the old Pa Wairewa. Makō claimed the takiwā of Wairewa for himself, his family and their descendants. The profusion of kai in Te Roto o Wairewa was renowned across Ngāi Tahu and in a modern context has been referred as one of the central food baskets of Ngāi Tahu in the Canterbury region with tuna, pātiki and inanga the main kai taken. The produce of the lake was a source of mana and pride. It allowed the people to sustain themselves and their visitors and to engage in kaihau-kai, traditional food exchanges. Since the establishment of Pa Makahi, all of the sections have passed into general title.

Wairewa 902 (Taumutu Award No.1) (100 acres)
Māori Reserve 902, Block XIII, Pigeon Bay SD
Wairewa Maori Reserve 902 also known as the Taumutu Award was allocated in 1886. Since the establishment of Wairewa Māori Reserve 902, all of the sections have passed into general title.

Wairewa 2059 (300 acres)
Māori Reserve 2059, Block XIII, Pigeon Bay SD
Wairewa Māori Reserve 2059 was granted in 1877 in fulfilment of obligations under Kemp's purchase. Since the establishment of Wairewa Māori Reserve 2059, all of the sections have passed into general title.

Wairewa Half-Caste Reserve
Allocations include but are not limited to sections 36527, 36528, 36529, 36530, 36531, 36532, 36533, 36534, 36535, 36536, 36537, 36538, 36539, 36540, 36541, 36542, 36543, 36544, 36545, 36546, 36547, 36548, 36549, 36550, 36551, 36552, 36553, 36554,36555 and 39545, Blocks VIII, IX, XII and XIII, Pigeon Bay SD.
For some time prior to 1840, European sealers and whalers intermixed with Ngāi Tahu, particularly in the Foveaux Strait area. There was a considerable amount of intermarriage between Ngāi Tahu women and European men. This history is well-known and many Ngāi Tahu today claim descent from ancestors who were the result of these unions. People of this mixed ancestry were regarded as Ngāi Tahu, but were not provided for in the reserves made at the time of the major land purchases. A series of laws were enacted between 1877 and 1888 to enable the granting of land to people of mixed parentage without land. Such grants were not to exceed ten acres for each male and eight acres for each female.
Land at Waipuna Saddle was allocated to half-castes under the Middle Island Half Caste Crown Grants Act 1883. It is important to note that the list of sections above is not exhaustive. Additional half-caste allocations may have been made at Wairewa under this Act or subsequent Acts pertaining to half-caste people. Since the original allocation of the sections, all have passed into general title.

Okains Bay Half-Caste Reserve Allocations
Allocations include but are not limited to sections 32994, 31905, 31909, 32228, 32990, 32231, 32989, 32991, 32992, 32993, 32230, 32229 and 32232.
For some time prior to 1840, European sealers and whalers intermixed with Ngāi Tahu, particularly in the Foveaux Strait area. There was a considerable amount of intermarriage between Ngāi Tahu women and European men. This history is well-known and many Ngāi Tahu today claim descent from ancestors who were the result of these unions. People of this mixed ancestry were regarded as Ngāi Tahu, but were not provided for in the reserves made at the time of the major land purchases. A series of laws were enacted between 1877 and 1888 to enable the granting of land to people of mixed parentage without land. Such grants were not to exceed ten acres for each male and eight acres for each female.
A number of allocations totalling 118 acres were made at Okains Bay to half-castes under the Middle Island Half Caste Crown Grants Act 1877 as listed below. It is important to note that this list is not exhaustive. Additional half-caste allocations may have been made at Okains Bay under this Act or subsequent Acts pertaining to half-caste people.

Section 32994 (8 acres)	Cameron, Sarah (Mrs Gilbert)
Section 31905 (10 acres)	Fenerty, William
Section 31909 (10 acres)	Fenerty, George
Section 32228 (8 acres)	Fenerty, Mary Ann (Mrs Wright)
Section 32990 (10 acres)	Gilbert, George

Section 32231 (10 acres)	Gilbert, William
Section 32989 (10 acres)	Gilbert, Robert
Section 32991 (8 acres)	Gilbert, Mary (Mrs Tynan)
Section 32992 (8 acres)	Gilbert, Jane
Section 32993 (10 acres)	Gilbert, Daniel
Section 32230 (8 acres)	Howlands, Phoebe
Section 32229 (8 acres)	Howlands, Huldah
Section 32232 (10 acres)	Mason, Richard

Since the original allocations, all sections have passed into general title.

Wairewa (Pigeon Bay) Half-Caste Reserve Allocations
Allocations include but are not limited to sections 32373, 32370, 32234, 32233, 32372, 32371 and 32369.
For some time prior to 1840, European sealers and whalers intermixed with Ngāi Tahu, particularly in the Foveaux Strait area. There was a considerable amount of intermarriage between Ngāi Tahu women and European men. This history is well-known and many Ngāi Tahu today claim descent from ancestors who were the result of these unions. People of this mixed ancestry were regarded as Ngāi Tahu, but were not provided for in the reserves made at the time of the major land purchases. A series of laws were enacted between 1877 and 1888 to enable the granting of land to people of mixed parentage without land. Such grants were not to exceed ten acres for each male and eight acres for each female.
A number of allocations totalling 64 acres were made at Wairewa (Pigeon Bay) to half-castes under the Middle Island Half Caste Crown Grants Act 1877 as listed below. It is important to note that this list is not exhaustive . Additional half-caste allocations may have been made at Wairewa (Pigeon Bay) under this Act or subsequent Acts pertaining to half-caste people.

Section 32373 (8 acres)	Brown, Katherine (Mrs Eru)
Section 32370 (8 acres)	Brown, Rebecca (Mrs Score)
Section 32234 (10 acres)	Clough, Abner
Section 32233 (10 acres)	Clough, George Robinson
Section 32372 (10 acres)	Kalgher, John
Section 32371 (8 acres)	Kew, Susan (Mrs Hone)
Section 32369 (10 acres)	Score, John

Since the original allocations, all sections have passed into general title.

Waipuna (Crown Grants in lieu of sale of the Native Hostelry Lyttelton)
Sections 25633, 25634 and 25635, Block IX, Pigeon Bay SD.
In 1865 the Government erected a Native Hostelry in Dampier Bay (Section 232), Lyttelton for the use of Ngai Tahu when they were visiting Lyttelton. However, the hostelry was little used by Ngai Tahu (possibly because of its inconvenient location), who subsequently requested that it be sold or leased. In 1870, the hostelry was sold with land allocations and monetary payments made to Ngai Tahu in lieu thereof. The land allocations included sections at Waipuna (the Port Levy/Little River Saddle), Ashburton, Waimate, Arowhenua and South Rakaia.
The Waipuna Sections (adjoining the Makahi Maori Reserve to the east and the Wairewa Half Caste Reserve to the west) lie within the Christchurch City Council boundaries and were granted as follows:

Waipuna Section 25633 (23 acres granted to Rapaki)

Waipuna Section 25634 (37 acres granted to Rapaki)

Waipuna Section 25635 (63 acres granted to Port Levy)

The Waipuna sections adjoin the Makahi Maori Reserve 2535 to the east and the Wairewa Half-Caste reserve to the west. Since the original allocations, all sections have passed into general title.

Purau (9 acres)
Māori Reserve 876, Block IV, Pigeon Bay SD
The Purau Native Reserve was granted in 1849 as part of the Port Cooper Purchase Deed. In the second half of the 19th century there were up to 10 families living at Purau and cultivating the land there. Since the establishment of the Purau Māori Reserve, all sections have passed into general title. One section is a public reserve which contains an urupā.