

HAURAKI COLLECTIVE
and
HER MAJESTY THE QUEEN
In right of New Zealand

Framework Agreement

1 October 2010

Introduction

- 1 This document is a Framework Agreement between the Hauraki Collective and Her Majesty the Queen (**Crown**). It shall be referred to as the Framework Agreement.

Background

- 2 The Crown is undertaking parallel negotiations with the iwi of the Hauraki Collective in Hauraki (as well as in Tāmaki Makaurau and Kaipara (Mahurangi) in some cases). It intends to offer iwi specific redress to address their particular claims and interests.
- 3 The Crown’s preference is that iwi specific redress, and Hauraki Collective redress, be recorded in any Agreement in Principle or similar documents. A Deed of Settlement will then be negotiated and initialled. This will include provisions and/or schedules that record iwi-specific redress.
- 4 The Crown and the Hauraki Collective acknowledge that the ultimate structure of a Hauraki Treaty of Waitangi settlement is yet to be agreed, and will be developed in the course of negotiations.

Definitions

- 5 The “Hauraki Collective” means, together, the following iwi:
 - a Ngāi Tai ki Tāmaki;
 - b Ngāti Hako;
 - c Ngāti Hei;
 - d Ngāti Maru;
 - e Ngāti Pāoa;
 - f Ngāti Porou ki Hauraki;
 - g Ngāti Pūkenga;
 - h Ngāti Rahiri Tumutumu;
 - i Ngāti Tamaterā;
 - j Ngāti Tara Tokanui;
 - k Ngāti Whanaunga; and
 - l Te Patukirikiri.
- 6 The detail of the definition of the iwi of the Hauraki Collective will be developed further over the course of the negotiations for inclusion in any Agreement in Principle or similar documents and Deed of Settlement that may be agreed between the parties. The final claimant definition will be in a format similar to that used for recent settlements.

- 7 The “Crown” means:
- a the Sovereign in right of New Zealand; and
 - b includes all Ministers of the Crown and all Departments; but
 - c does not include:
 - i an Office of Parliament;
 - ii a Crown Entity; or
 - iii a State Enterprise named in the First Schedule to the State-Owned Enterprises Act 1986.

Overview

- 8 This Framework Agreement sets out:
- a offers to the Hauraki Collective of specific items of financial and commercial redress as set out in clauses 45 – 63;
 - b a process by which the Crown and Hauraki Collective will negotiate further redress following the signing of this Framework Agreement; and
 - c the general scope, objectives and procedures for formal negotiations between the Crown and the Hauraki Collective.
- 9 In particular, this Framework Agreement records the intentions of the Crown and the Hauraki Collective regarding the negotiations process, including the intention to negotiate in good faith, confidentially and without prejudice.
- 10 This Framework Agreement is entered into on a without prejudice basis. It:
- a is non-binding and does not create legal relations; and
 - b cannot be used as evidence in any proceedings before, or presented to, the courts, the Waitangi Tribunal or any other judicial body or tribunal (except as agreed between the parties).
- 11 The Crown and the iwi of the Hauraki Collective agree that during these negotiations they will not pursue or initiate, before any court or tribunal, any proceedings for redress covering all or part of the same subject matter as these negotiations, except in respect of the current Waitangi Tribunal Te Paparahi o Te Raki (Northland) District Inquiry (Stage 1).
- 12 The Crown and the iwi of the Hauraki Collective acknowledge that, subject to clause 10, each expects the other to comply with the terms set out in this document.
- 13 The Crown and the iwi of the Hauraki Collective each reserve the right to withdraw from this Framework Agreement by giving written notice.

- 14 All items of redress are subject to the following being resolved before any Deed of Settlement is signed:
- a the Crown confirming that any overlapping claim issues in relation to any item of redress have been addressed to the satisfaction of the Crown; and
 - b any other conditions set out below relating to specific items of redress.
- 15 The Hauraki Collective and the Crown intend that the negotiations the subject of this Framework Agreement, together with the parallel negotiations taking place with those iwi of the Hauraki Collective in Tamaki Makaurau and Tauranga Moana, will result in the settlement of all the Historical Claims of the iwi and of the Hauraki Collective.
- 16 The Hauraki Collective would like to record the following observations of the Waitangi Tribunal in its *Hauraki Report* in referring to the claims of iwi;
- “[a]ll relate to the process of colonisation under the British Crown, the extraction of the resources of the region (notably gold and kauri) and the purchase of all but 2.6% of the land in the inquiry district.” [xxiii]
- “[u]ltimately, however, we are sceptical about the validity of separating out the issue of purchase of land subject to mining agreements from other Treaty breaches relating to gold mining, or from excessive Crown purchasing which has been such a marked feature of Hauraki history, and we are sympathetic to the Crown’s view that the nature and extent of redress for Treaty breaches relating to gold mining are for negotiation along with other aspects of the Hauraki claims.” [pg 604]
- 17 The definition of “**Historical Claims**” will be developed in the course of negotiations, and will include every claim against the Crown made by persons who are members of iwi that constitute the Hauraki Collective (as listed in clause 5):
- wherever the claim occurs, including any claims relating to matters outside the Hauraki region;
 - whether or not the claim has arisen or been considered, researched, registered, or notified; and
 - whenever the claim is made (either before, on, or after Settlement Date):
- that:
- a is founded on a right arising from Te Tiriti o Waitangi/the Treaty of Waitangi or the principles of the Treaty of Waitangi, under legislation, at common law (including aboriginal title or customary law), from a fiduciary duty, or otherwise; and
 - b arises from or relates to acts or omissions before 21 September 1992:
 - i by or on behalf of the Crown; or
 - ii by or under any legislation.
- 18 The Crown and the Hauraki Collective acknowledge that, in addition to the Hauraki Collective redress set out in this Framework Agreement, negotiations will take place

between the Crown and the iwi of the Hauraki Collective following the signing of this Framework Agreement. Iwi-specific redress recognising individual iwi interests will be negotiated for inclusion in any Agreement in Principle or similar documents, Deed of Settlement and the Settlement Legislation.

Historical Account, Crown Acknowledgements and Crown Apology

- 19 The Historical Account, Crown Acknowledgements and Apology are fundamental to the settlement between the Crown and the Hauraki Collective. The Deed of Settlement will contain an agreed Historical Account that will outline the historical relationship between the Crown and the iwi of the Hauraki Collective including individual agreed historical accounts.
- 20 On the basis of this Historical Account, the Crown will acknowledge in the Deed of Settlement that certain actions or omissions of the Crown were a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The Crown will then offer an Apology to the Hauraki Collective iwi in the Deed of Settlement for the acknowledged Crown breaches of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 21 As well as the Crown Acknowledgements discussed in clause 20, it is envisaged that the Deed of Settlement will include the Treaty breach acknowledgements made during the Hauraki Inquiry, including that the Crown acknowledges:
 - a in general terms that the application of the confiscation policy in respect of land in East Wairoa and central Waikato (Maramarua) was unjust and was in breach of the principles of the Treaty;
 - b it had a Treaty duty of active protection to ensure that there was sufficient land holding retained by Hauraki Māori for their future sustenance and growth and that its failure to ensure they retained possession of adequate land constituted a breach of the principles of the Treaty of Waitangi; and
 - c there was large scale and rapid Crown purchasing of Hauraki Māori land in the latter part of the 19th century. The Crown acknowledges that Crown purchasing contributed to the overall landlessness of Hauraki Māori and this failure to ensure retention of sufficient land holding by Hauraki Māori constituted a breach of the principles of the Treaty of Waitangi.
- 22 Furthermore, it is envisaged that the Deed of Settlement will include the Treaty breach acknowledgements made during Stage I of the Tauranga Moana Inquiry, insofar as they relate to the Hauraki region, including acknowledgments with respect to:
 - a perceptions of rebellion and the subsequent confiscation of lands;
 - b the failure to provide reserves; and
 - c certain public works takings.

Cultural Redress

Recognition of sites of significance

Maunga

- 23 The Waitangi Tribunal noted in its *Hauraki Report* that the iwi of the Hauraki Collective see the Coromandel as the jagged barb of the great fish of Maui, te Tara o te Ika, also called te Paeroa o Toi. The peninsula is also considered by the iwi as the ama (outrigger) of the waka, with the peaks of Te Aroha and Moehau marking the prow and the stern respectively.
- 24 The Crown and the Hauraki Collective acknowledge:
- a the iwi of the Collective believe Te Aroha and Moehau maunga are fundamental to their identity on account of their high ancestral, spiritual and cultural significance and desire for the maunga to be transferred to the Hauraki Collective; and
 - b the Crown considers the maunga to have significant public importance and high conservation value.
- 25 Following the signing of this Framework Agreement, the Crown and the Hauraki Collective will explore, for inclusion in any Agreement in Principle or similar documents, Deed of Settlement and the Settlement Legislation, the most appropriate way in which to recognise the interests of the Hauraki Collective in these maunga as well as any other Crown-owned maunga of high ancestral, spiritual and cultural significance within the Hauraki region.

Motu

- 26 Following the signing of this Framework Agreement, the Crown and the Hauraki Collective will explore, for inclusion in any Agreement in Principle or similar documents, Deed of Settlement and the Settlement Legislation, the most appropriate way in which to recognise the interests of the Hauraki Collective over the Crown-owned motu of high ancestral, spiritual and cultural significance within the Hauraki region.

Sites of significance

- 27 Following the signing of this Framework Agreement, the Crown and the Hauraki Collective will explore redress options, for inclusion in any Agreement in Principle or similar documents, Deed of Settlement and the Settlement Legislation, in respect of an agreed list of sites of high ancestral, spiritual and cultural significance to the Hauraki Collective and individual iwi, including wāhi tapu, where those resources are Crown-owned, within the Hauraki region.

Co-governance arrangements

Co-governance of public conservation land

- 28 Following the signing of this Framework Agreement, the Crown and the Hauraki Collective will explore, for inclusion in any Agreement in Principle or similar documents, Deed of Settlement and the Settlement Legislation, iwi aspirations for co-governance arrangements over public conservation land in the Hauraki region.

Co-governance of Waihou and Piako Rivers

- 29 The Crown and the Hauraki Collective acknowledge that the Hauraki Collective is seeking co-governance of the Waihou and Piako Rivers with the Waikato Regional Council.
- 30 Following the signing of this Framework Agreement, the Crown and the Hauraki Collective will explore, in consultation with local authorities, the Hauraki Collective's aspirations and possible arrangements for increased involvement in the governance or management of the Waihou and Piako rivers and their catchments.

Rivers

- 31 The Crown and the Hauraki Collective acknowledge that other rivers in the Hauraki region have high ancestral, spiritual and cultural significance to both the Hauraki Collective and individual iwi of the Hauraki Collective and that the Hauraki Collective seeks appropriate recognition of their interests.

Marine and Coastal Areas

- 32 The Hauraki Collective and the Crown acknowledge the spiritual, cultural and ancestral significance of Tikapa Moana and Te Tai Tamahine to the iwi of the Hauraki Collective. According to the Hauraki Collective the seas and the tidal foreshores are as important as the land to the tangata whenua of the region.
- 33 Some issues relating to recognition of Tikapa Moana and Te Tai Tamahine will be discussed between the Hauraki Collective and the Crown.
- 34 Issues subject to the Marine and Coastal Area (Takutai Moana) legislation will be addressed between the Crown and the relevant Hauraki iwi, hapū or whānau under that legislation.

Relationship redress

Post-settlement Crown-iwi relationship

- 35 The Crown and the Hauraki Collective acknowledge that Te Tiriti o Waitangi/the Treaty of Waitangi is the framework for any future relationship and the future of the Crown/iwi relationship must be based on the principles of the Treaty. The Crown and the Hauraki Collective acknowledge that the Hauraki Collective is seeking to enhance its formal relationship with the Crown as part of their Treaty settlement.

- 36 The government is currently considering how best to ensure constructive Crown-iwi relationships following the conclusion of the historical Treaty settlements process and has directed that discussions with any iwi on this issue not be undertaken in the context of Treaty negotiations.
- 37 The Crown undertakes to provide regular updates to the Hauraki Collective on this issue during negotiations and following settlement to ensure they are part of the Crown's wider consultation in relation to those matters.

Departmental protocols

- 38 A protocol is a statement issued by a Minister of the Crown setting out how a particular government agency intends to:
- a exercise its functions, powers and duties in relation to specified matters within its control in the claimant group's protocol area; and
 - b consult and interact with the claimant group on a continuing basis and enable that group to have input into its decision-making processes.
- 39 Following the signing of this Framework Agreement, the Hauraki Collective and the Crown will explore, for inclusion in any Agreement in Principle or similar documents, Deed of Settlement and the Settlement Legislation, individual departmental protocols with the following Ministers:
- a the Minister of Energy and Resources;
 - b the Minister for Arts, Culture and Heritage; and
 - c the Minister of Fisheries.
- 40 Following the signing of this Framework Agreement, the content of the protocols will be drafted and agreed between the parties for inclusion in any Agreement in Principle or similar documents. The protocols will be, in substance, on the same terms as protocols provided in previous Treaty settlements. All protocols will be developed to comply with the applicable legislation. In each case, the protocol areas will be a defined area (to be agreed between the parties) within the Hauraki region.

Promotion of relationship between the Hauraki Collective and relevant local authorities, museums, libraries, art galleries and tertiary institutions

- 41 The Hauraki Collective are seeking to enhance their rangatiratanga over their taonga.
- 42 The Minister for Treaty of Waitangi Negotiations will write letters to an agreed list of local authorities, museums, libraries, art galleries and tertiary institutions encouraging them to enter into a formal relationship with the Hauraki Collective, for example through a memorandum of understanding or similar document.

Place name changes

- 43 Following the signing of this Framework Agreement the Crown and the Hauraki Collective will explore the possibility of amending or assigning an agreed list of place names of significance to the iwi of the Hauraki Collective.

- 44 For official geographic names, any changes will be in consultation with the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa, in accordance with the requirements of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008, and consistent with the orthographic conventions of Te Taura Whiri i Te Reo Māori (the Māori Language Commission).

Financial and Commercial Redress

Financial Redress

- 45 Following the signing of this Framework Agreement the Crown and the Hauraki Collective will negotiate the financial redress to be offered to the Hauraki Collective.

Crown Forest Licensed land

Kauaeranga, Tairua, Whangapoua, Waihou and Whangamata Forests

- 46 The Deed of Settlement will provide for the Hauraki Collective to have the right to select for transfer to a suitable post settlement governance entity on Settlement Date the Crown's interests in the following Forests:
- a Kauaeranga;
 - b Tairua;
 - c Whangapoua;
 - d Waihou; and
 - e Whangamata.

The land selected for transfer to a suitable post settlement governance entity shall be the Crown Forest Licensed land.

- 47 The transfer value of the Crown Forest Licensed land will be offset against the principal financial redress amount.
- 48 The transfer to the Hauraki Collective of the Crown Forest Licensed land will be subject to:
- a survey;
 - b determination or agreement of a transfer value based upon agreed valuation instructions and a fair valuation process in a similar form to previous Treaty settlements;
 - c discussion and agreement on the definition of/and appropriate legal access and other rights required;
 - d the preservation of any existing third party rights of access to the Crown Forest Licensed land;

- e discussion and agreement on any provision for access to, and preservation of, wāhi tapu of other iwi/hapū; and
- f the resolution of any overlapping claims.

Athenree Forest

- 49 Following the signing of this Framework Agreement, the Crown and the Hauraki Collective will explore the provision of redress in relation to Athenree Crown Forest Licensed land to the Hauraki Collective. Any redress will be subject to the conditions set out in clause 50.
- 50 Any proposal for redress in respect of Athenree Crown Forest Licensed land is subject to the interests of Tauranga Moana iwi being addressed to the satisfaction of the Crown.

Accumulated Rentals Associated with Crown Forest Licensed Land

- 51 The Deed of Settlement will provide for the accumulated rentals (held by the Crown Forestry Rental Trust) associated with the Crown Forest Licensed land selected for transfer to be paid to a suitable post settlement governance entity in accordance with the Trust Deed of the Crown Forestry Rental Trust dated 30 April 1990 (as if the Waitangi Tribunal had made a final recommendation for the return of that land to the Governance Entity). The accumulated rentals are in addition and separate to the financial redress amount.

Process for agreement over Crown Forest Licensed land

- 52 Following the signing of this Framework Agreement, the Crown and the Hauraki Collective will explore, for inclusion in any Agreement in Principle or similar documents, Deed of Settlement and the Settlement Legislation, a process to provide for any apportionment of any Crown Forest Licensed land purchased by the Hauraki Collective, including the associated accumulated rentals, between the iwi of the Hauraki Collective.

Commercial redress properties

Landcorp properties

- 53 The Deed of Settlement will provide for the Hauraki Collective to purchase Whenuakite farm which is held by Landcorp Holdings Limited under the Protected Lands Agreement at an agreed transfer value.
- 54 The Crown will explore with Landcorp the possibility of transferring Whenuakite farm on-account of the settlement, to be held on separate trust until an appropriate post-settlement governance entity is established.
- 55 Following the signing of this Framework Agreement, the Crown and the Hauraki Collective will explore a process to provide for any apportionment of Whenuakite farm between the iwi of the Hauraki Collective.

Office of Treaty Settlements Landbank properties

- 56 Following the signing of this Framework Agreement, the Hauraki Collective and the Crown will explore, for inclusion in any Agreement in Principle or similar documents and the Deed of Settlement, the ability for the Hauraki Collective to purchase properties held in the Office of Treaty Settlements Landbank within the Hauraki region.

Sale and Leaseback Properties

- 57 Following the signing of this Framework Agreement, the Crown will explore the possibility of offering the Hauraki Collective an option to purchase and leaseback an agreed list of core Crown properties for transfer to a suitable post settlement governance entity on terms (to be agreed) similar to those used for recent Treaty settlements.
- 58 This offer makes no commitment in regard to redress over Ministry of Education properties. Any offer in regard to Ministry of Education sites will be made following further analysis by the Ministry of its approach to requests for sale and leaseback and subject to Cabinet approval.

Transfer of Commercial Redress Properties

- 59 The transfer of any Commercial Redress Property to a suitable post settlement governance entity will be on similar terms as in recent Treaty settlements.

Rights of First Refusal

- 60 The Deed of Settlement will provide the Hauraki Collective redress in the form of a Right of First Refusal (on similar terms as in recent Treaty settlements) for the period of 170 years in relation to current core Crown properties within the Hauraki region.
- 61 Following the signing of this Framework Agreement, the Hauraki Collective and the Crown will explore, for inclusion in any Agreement in Principle or similar documents, Deed of Settlement and the Settlement Legislation, a Right of First Refusal for the period of 170 years in relation to land currently held by non-core Crown entities.

Other issues for discussion

- 62 The Crown and the Hauraki Collective acknowledge that certain other matters which are the subject of historical claims have not yet been discussed in the negotiations and agree to discuss these following the signing of this Framework Agreement for possible inclusion in any Agreement in Principle or similar documents, Deed of Settlement and the Settlement Legislation.

Overlapping Interests

- 63 The Hauraki Collective and the Crown agree that overlapping claim issues over proposed redress will need to be addressed to the satisfaction of the Crown before a Deed of Settlement can be concluded. The parties also agree that certain items of redress provided to the Hauraki Collective as part of the Deed of Settlement may need to reflect the importance of an area or feature to other claimant groups.

Mandate

- 64 The Crown and the Hauraki Collective agree that following the signing of this Framework Agreement, each iwi of the Hauraki Collective will engage in a mandating process to:
- a confirm their iwi negotiators and, if they are not confirmed, to undertake a process to appoint new representatives (other than Ngāi Tai ki Tāmaki and Ngāti Pūkenga);
 - b confirm their membership on the Hauraki Collective;
 - c mandate their iwi representatives to negotiate iwi-specific redress (other than Ngāi Tai ki Tāmaki and Ngāti Pūkenga); and
 - d mandate the Hauraki Collective to negotiate Hauraki Collective redress.

SIGNED this 1st day of October 2010

For and on behalf of the Crown:

Hon Christopher Finlayson
Minister for Treaty of Waitangi Negotiations

For and on behalf of the Hauraki Collective:

For and on behalf of Ngāi Tai ki Tāmaki:

James Brown

Carmen Kirkwood

Lucy Steel

Laurie Beamish

For and on behalf of Ngāti Hako:

John Linstead

Josie Anderson

For and on behalf of Ngāti Hei:

Joe Davis

Peter Tiki Johnston

Peter Matai Johnston

For and on behalf of Ngāti Maru:

Ngakoma Ngamane

Paul F Majurey

For and on behalf of Ngāti Pāoa:

Glen A Tupuhi

Hauauru Eugene Raymond Rawiri

For and on behalf of Ngāti Porou ki Hauraki:

Fred Thwaites

John Tamihere

For and on behalf of Ngāti Pūkenga:

Rahera Ohia

Awanuiarangi Black

Shane Ashby

For and on behalf of Ngāti Rahiri Tumutumu:

Mapuna Turner

Jill Taylor

For and on behalf of Ngāti Tamaterā:

Terrence John McEnteer

Liane Ngamane

For and on behalf of Ngāti Tara Tokanui:

Amelia Williams

Russell Karu

For and on behalf of Ngāti Whanaunga:

Rodney Rangimoana Renata

Tipa S Compain

For and on behalf of Te Patukirikiri:

William Peters

David Williams

Te Tiriti o Waitangi (The Text in Maori)

Preamble

Ko Wikitoria, te Kuini o Ingarani, i tana mahara atawai ki nga Rangatira me nga Hapu o Nu Tirani i tana hiahia hoki kia tohungia ki a ratou o ratou rangatiratanga, me to ratou wenua, a kia mau tonu hoki te Rongo ki a ratou me te Atanoho hoki kua wakaaro ia he mea tika kia tukua mai tetahi Rangatira hei kai wakarite ki nga Tangata maori o Nu Tirani-kia wakaaetia e nga Rangatira maori te Kawanatanga o te Kuini ki nga wahikatoa o te Wenua nei me nga Motu-na te mea hoki he tokomaha ke nga tangata o tona Iwi Kua noho ki tenei wenua, a e haere mai nei.

Na ko te Kuini e hiahia ana kia wakaritea te Kawanatanga kia kaua ai nga kino e puta mai ki te tangata Maori ki te Pakeha e noho ture kore ana.

Na, kua pai te Kuini kia tukua a hau a Wiremu Hopihona he Kapitana i te Roiara Nawi hei Kawana mo nga wahi katoa o Nu Tirani e tukua aiane, amua atu ki te Kuini e mea atu ana ia ki nga Rangatira o te wakaminenga o nga hapu o Nu Tirani me era Rangatira atu enei ture ka korerotia nei.

Ko te Tuatahi

- Ko nga Rangatira o te Wakaminenga me nga Rangatira katoa hoki ki hai i uru ki taua wakaminenga ka tuku rawa atu ki te Kuini o Ingarani ake tonu atu-te Kawanatanga katoa o o ratou wenua.

Ko te Tuarua

- Ko te Kuini o Ingarani ka wakarite ka wakaae ki nga Rangatira ki nga hapu-ki nga tangata katoa o Nu Tirani te tino rangatiratanga o o ratou wenua o ratou kainga me o ratou taonga katoa. Otiia ko nga Rangatira o te Wakaminenga me nga Rangatira katoa atu ka tuku ki te Kuini te hokonga o era wahi wenua e pai ai te tangata nona te Wenua-ki te ritenga o te utu e wakaritea ai e ratou ko te kai hoko e meatia nei e te Kuini hei kai hoko mona.

Ko te Tuatoru

- Hei wakaritenga mai hoki tenei mo te wakaaetanga ki te Kawanatanga o te Kuini-Ka tiakina e te Kuini o Ingarani nga tangata maori katoa o Nu Tirani ka tukua ki a ratou nga tikanga katoa rite tahi ki ana mea ki nga tangata o Ingarani.

(Signed) WILLIAM HOBSON,

Consul and Lieutenant-Governor.

Na ko matou ko nga Rangatira o te Wakaminenga o nga hapu o Nu Tirani ka huihui nei ki Waitangi ko matou hoki ko nga Rangatira o Nu Tirani ka kite nei i te ritenga o enei kupu, ka tangohia ka wakaaetia katoatia e matou, koia ka tohungia ai o matou ingoa o matou tohu.

Ka meatia tenei ki Waitangi i te ono o nga ra o Pepueri i te tau kotahi mano, e waru rau e wa te kau o to tatou Ariki.

Ko nga Rangatira o te wakaminenga.

The Treaty of Waitangi (The Text in English)

Preamble

HER MAJESTY VICTORIA Queen of the United Kingdom of Great Britain and Ireland regarding with Her Royal Favour the Native Chiefs and Tribes of New Zealand and anxious to protect their just Rights and Property and to secure to them the enjoyment of Peace and Good Order has deemed it necessary in consequence of the great number of Her Majesty's Subjects who have already settled in New Zealand and the rapid extension of Emigration both from Europe and Australia which is still in progress to constitute and appoint a functionary properly authorised to treat with the Aborigines of New Zealand for the recognition of Her Majesty's Sovereign authority over the whole or any part of those islands—Her Majesty therefore being desirous to establish a settled form of Civil Government with a view to avert the evil consequences which must result from the absence of the necessary Laws and Institutions alike to the native population and to Her subjects has been graciously pleased to empower and to authorise me William Hobson a Captain in Her Majesty's Royal Navy Consul and Lieutenant Governor of such parts of New Zealand as may be or hereafter shall be ceded to her Majesty to invite the confederated and independent Chiefs of New Zealand to concur in the following Articles and Conditions.

Article The First

- The Chiefs of the Confederation of the United Tribes of New Zealand and the separate and independent Chiefs who have not become members of the Confederation cede to Her Majesty the Queen of England absolutely and without reservation all the rights and powers of Sovereignty which the said Confederation or Individual Chiefs respectively exercise or possess, or may be supposed to exercise or to possess over their respective Territories as the sole Sovereigns thereof.

Article The Second

- Her Majesty the Queen of England confirms and guarantees to the Chiefs and Tribes of New Zealand and to the respective families and individuals thereof the full exclusive and undisturbed possession of their Lands and Estates Forests Fisheries and other properties which they may collectively or individually possess so long as it is their wish and desire to retain the same in their possession; but the Chiefs of the United Tribes and the individual Chiefs yield to Her Majesty the exclusive right of Preemption over such lands as the proprietors thereof may be disposed to alienate at such prices as may be agreed upon between the respective Proprietors and persons appointed by Her Majesty to treat with them in that behalf.

Article The Third

- In consideration thereof Her Majesty the Queen of England extends to the Natives of New Zealand Her royal protection and imparts to them all the Rights and Privileges of British Subjects.

W. HOBSON Lieutenant Governor.

Now therefore We the Chiefs of the Confederation of the United Tribes of New Zealand being assembled in Congress at Victoria in Waitangi and We the Separate and Independent Chiefs of New Zealand claiming authority over the Tribes and Territories which are specified after our respective names, having been made fully to understand the Provisions of the foregoing Treaty, accept and enter into the same in the full spirit and meaning thereof: in witness of which we have attached our signatures or marks at the places and the dates respectively specified.

Done at Waitangi this Sixth day of February in the year of Our Lord One thousand eight hundred and forty.

[Here follow signatures, dates, etc]

