



Ngaati Whanaunga Mandate Strategy

**Prepared by
Ngaati Whanaunga Incorporated Society**

March 2010

Ngaati Whanaunga Mandate Strategy

1.0 Preamble

- 1.1 What follows is a mandate strategy produced by Ngaati Whanaunga Incorporated Society (NWIS) which seeks to be the mandated body to negotiate and settle all historical (raupatu, cultural, commercial) Treaty claims of Ngaati Whanaunga. This strategy seeks to achieve a durable mandate for NWIS to enter into formal settlement negotiations with the Crown.
- 1.2 The Crown endorses the mandate strategy set out below.
- 1.3 On 3 June 2009, cabinet agreed that Sir Douglas Graham present his settlement proposal (including quanta and cultural redress) to claimant groups in Taamaki, Kaipara and Hauraki. Sir Douglas subsequently met with claimant groups, including members of the NWIS on Wednesday 24 June 2009 at the Ellerslie Racecourse in Auckland. A copy of the report presented to the groups is attached to this document and marked "A".
- 1.4 On the 28th November 2009, NWIS officially informed Sir Douglas that we were willing to proceed with negotiations under the auspices of the proposal. For the avoidance of doubt, it should not be taken that NWIS accept the quanta and cultural redress as outlined in the proposal.

2.0 Background / Whakapapa of Ngaati Whanaunga

- 2.1 Ngaati Whanaunga descends from the original tangata whenua of pre-fleet people, of Kupe-Toi, Ngaa Oho and also from descendants of the Tainui waka. Ngaati Whanaunga descends from Marutuahu, Marutuahu married a Te Uri o Pou woman named Paremoehau, and from this union came Whanaunga among others, Whanaunga became a leader of the Marutuahu iwi and hapu following his father's death and is the eponymous ancestor of Ngaati Whanaunga.
- 2.2 Te Mateawa, Ngaati Karaua, Ngaati Kotinga, Ngaati Pakira, Ngaati Te Aute, Ngaati Ngaropapa, Ngaati Rangiaohia, Ngaati Ramuri, Ngaati Tauaiwi, Te Rapupo, Ngaati Piri, Ngaati Hinerangi, Ngaati Ngaupokopoko, Ngaati Puku, Ngaati Matau, Ngaati Rangiuiira, Ngaati Koheru, Ngaati Wharo, Ngaati Hauauru, Ngaati Umuhau, among others are the hapu that NWIS represent.

Traditional Relationships

- 2.3 Ngaati Whanaunga have historical relationships with hapuu of neighbouring iwi such as:
- (a) Te Patukirikiri, Te Matekiwaho, Ngaati Hura, Te Urikaraka, Ngaati Kapu, Ngaati Taurua, Ngaati Rakura, Ngaati Putoa, Ngaati Hingawaka, Ngaati Te Umu, Ngaati Manawa, Ngaati Tuahuru, Ngaati Te Haupa, Ngaati Rauhea, Ngaati Paeahi, Ngaati Huruhuru, Ngaati Kahungeri, Ngaati Kaimarire, Ngaati Whataroa, Ngaati Ruarangi, Ngaati Te Wai, Ngaati Tahuna, Ngaati Omakau, Ngaati Naho, Ngaati Kauahi, Te Iwihapuo, Te Matekiwaho, Ngaati Horowhenua, Ngaati Tipa of Ngaati Paoa;
 - (b) Ngaati Tawhaki, Ngaati Pinenga, Ngaati Mango, Ngaati Taireina, Ngaati Taiuru, Te Matewaru, Ngaati Taharua, Te Kiriwera, Ngaati Rangi, Ngaati Rangitaua, Ngaati Te Kiko, Te Uriwha, Ngaati Rongo, Te Patu, Ngaati Tangata, Ngaati Hura, Ngaati Tu, Ngaati Rangipuata, Ngaati Te Hihi, Ngaati Koroki, Te Mahurehure, Ngaati Pohutu, Ngaati Waipunarangi, Ngaati Manuiti, Ngaati Rakei, Te Iwitutu, Ngaati Te Roro, Te Mateatua, Ngaati Pukeko, Ngaati Pare of Ngaati Tamatera;
 - (c) Ngaati Naunau, Ngaati Patu, Ngaati Ua, Ngaati Ahu, Te Matewaitai, Te Matewhakapapa, Ngaati Parematau, Ngaati Parakore, Ngaati Matewhiti, Ngaati Rangirangi, Ngaati Hikairo, Ngaati Tarakihi, Ngaati Whanga, Ngaati Pu, Ngaati Hinerangi, Ngaati Hineahi, Te Uringahu, Ngaati Hape, Ngaati Rongou, Ngaati Tumoana, Ngaati Wawenga, Ngaati Te Ahumua, Ngaati Te Kahu, Ngaati Whare, Ngaati Waihinu, Ngaati Parakore, Ngaati Tahae, Ngaati Ruahuri, Ngaati Mauopo, Ngaati Waikaukau, Ngaati Hinehau, Ngaati Pupu, Ngaati Wharo, Ngaati Hei, Ngaati Hauauru, Ngaati Te Aute, Ngaati Te Ngako, Ngaati Rautao of Ngaati Maru;
 - (d) Ngaati Takaai, Ngaati Topetopea, Ngaati Turepe, Ngaati Hineao, Ngaati Koheru, Ngaati Raukatauri, Ngaati Topetopea, Ngaati Inu, Ngaati Koheru and Ngaati Hei;
 - (e) Ngaati Hinemotu and Te Tawera, of Ngaati Pukenga
 - (f) Te Waitaha, Ngaati Kea, Ngaati Hikoata, Ngaati Tihore, Te Whakatohea, Ngaati Paretake, Ngaati Tutea, Ngaati Hinewai, Ngaati Tamahana, Ngaati Korowhai, Ngaati Mahutoro, Ngaati Kaingahi, Ngaati Mahu, Ngaati Manuhiri, Ngaati Horowatea, Ngaati Kura, Ngamarama and Ngaati Te Hora, of Ngaati Hako
 - (g) Ngaati Tumutumu, Ngaati Rahiri, Ngaati Kopirimau, Ngaati Kohamu, Ngaati Koi, Ngaati Tokanui, Ngaati Tara Ngaati Te Ruinga; Ngaati Mahanga

- (h) Te Whanau-a-Iritekura, Te Whanau-a-Ruataupare, Te Aitanga-a-Mate, Ngaati Hokopaura Te Aowera and Te Rakeiroa of Ngaati Porou,
- (i) Ngariki, Ngaati Reko, Ngaati Rewha, Te Aua, Te Uriika, Ngaati Kaiaua, Ngai Tai, Ngaati Tai, Ngaati Taimanawaiti, Ngaati Taihaua, Ngaati Te Raukohekohe, Ngaati Kohua, Te Urioteao, Ngaati Hinewai, Ngaati Tamaoho, Ngaati Te Atairehia, Ngaati Pou, Ngaati Koheriki, Ngaati Tarao, Ngariki, Ngaiwi, Ngaoho, Te Akitai, Ngaati Pare of Te Waiohuria and Poutukeka;
- (j) Ngaati Kahu, Ngaati Poataniwha, Ngaati Manuhiri, Te Kawerau a Maki, Ngaati Rehua, Te Kapotai of Kawerau and Ngai Tahu;
- (k) Te Uri Ngutu, Te Uri-o-Hau, Ngaati Rango, Ngaati Rongo, Ngaati Whatua Tuturu, Te Mangamata, Ngaati Mauku, Te Roroa, Te Taou and Ngaaohe of Ngaati Whatua;

2.4 All these hapuu like Ngaati Whanaunga can trace their genealogy back to Toi, Te Arawa and the Tainui waka people.

2.5 Ngaati Whanaunga has exclusive and shared interests in the Mahurangi-Kaipara, Tamaki Makaurau and Hauraki.

3.0 Claimant Definition

Claimant Community

3.1 Ngaati Whanaunga are defined as the collective group composed of persons:

- (a) who descend from the eponymous ancestor, Whanaunga and its constituent hapu, as referred to in 2.2;
- (b) to the extent that that whaanau, hapuu or group includes persons referred to above in clause 3.1(a);

3.2 For the purposes of clause 3.1(a) a person is descended from another person if the first person is descended from the other by:

- (a) Birth; (Whakapapa a toto)
- (b) Maaori customary adoption, atawhai, in accordance with Ngaati Whanaunga tikanga.

Area of Interest

- 3.3 The detail of the definition of Ngaati Whanaunga may be developed further over the course of the negotiations for inclusion in any Deed of Settlement that may be agreed between the parties.

A map of the rohe is **attached** and marked "**B**". –

Ngaati Whanaunga acknowledges other overlapping iwi interests in this area.

Claims to be settled

- 3.4 Also included will be any historical Treaty claims of Ngaati Whanaunga which have not yet been registered with the Waitangi Tribunal, as well as any claims of individuals or whaanau (whether such claims are unregistered or registered with the Waitangi Tribunal).

Wai No	Claim Title	Claimant
346	Fairburn Purchase	Tamahou Rawiri – East Wairoa raupatu
720	Marutuahu Whanui o Hauraki Tribal Board	Tamatehura Nicholls
809	Comprehensive rohe claim	Toko Renata on behalf of Ngaati Whanaunga me on hapu
811	Marutuahu iwi	William Peters
812		Clive Majurey
1696	James Ponui Nicholls	Ngāti Whanaunga, Ngāti Maru, Ngāti Tamatera, Ngāti Paoa
1807	Tipa Compain	Ngāti Whanaunga, Ngāti Maru, Ngāti Tamatera, Ngāti Paoa - South Auckland-Franklin-Papakura-Manukau confiscations, Native Land Court, no reserves. Central Auckland, Native Land Court, no reserves. Mahurangi-North Shore-Rodney, no reserves. Tikapa moana and ngā motu, Native Land Court, no reserves.
Wai 1891	James Ponui Nicholls	Ngāti Whanaunga, Ngāti

		Maru, Ngāti Tamatera, Ngāti Paoa - Ngaromaki Block Trust
2007	Manaia	Martin Mikaere, Toko Renata

3.5 These claims may be refined through the course of negotiations.

4.0 Purpose of the mandate strategy

4.1 The goal of the Ngaati Whanaunga Incorporated Society mandating strategy is to achieve a mandate that authorises the Ngaati Whanaunga Incorporated Society to enter into negotiations with the Crown, on behalf of Ngaati Whanaunga, regarding the settlement of Treaty claims in Mahurangi-Kaipara, Tamaki Makaurau and Hauraki.

The Ngaati Whanaunga Incorporated Society will be undertaking mandate hui at the following venues and times as scheduled

DATE	TIME	VENUE
Sun, 27 th March	10am – 1pm	Te Kura Kaupapa Maaori o Nga Maungarongo. 140 Haverstock Rd, Sandringham, AUCKLAND.
Sun, 27 th March	5pm – 8pm	Waikato University, S Block Ground Floor - Room 3, Gate 1, Knighton Rd, HAMILTON
Mon, 28 th March	5pm – 8pm	Thames War Memorial Civic Centre 200 Mary Street THAMES.
Tue, 29 th March	5pm – 8pm	Coromandel Council Building, 355 Kapanga Rd, COROMANDEL.

- where the following 2 resolution will be put to the hui

Resolution 1:

“That Ngaati Whanaunga Incorporated Society is the mandated body representing Ngaati Whanaunga in comprehensive negotiations to settle Ngaati Whanaunga historic treaty claim”

Resolution 2:

“That Rodney Renata and Tipa Compain are reconfirmed as negotiators for Ngaati Whanaunga in negotiations with the Crown regarding the comprehensive settlement of Ngaati Whanaunga historic treaty claims”

5.0 Background of the Proposed Mandate Structure

5.1 The Ngaati Whanaunga Incorporated Society was formed on the 20th March 1992. A copy of the Society’s Rules is attached and marked “C”.

5.2 The Ngaati Whanaunga Incorporated Society is Ngaati Whanaunga.

The current Executive Officers and active members of the Society are;

- (a) Rodney Renata (Chairperson);
- (b) Honey Renata (Secretary);
- (c) Dulcie Cooper (Treasurer);
- (d) Tipa Compain
- (e) Nathan Kennedy
- (f) Toko Renata
- (g) Haumarangai Conner
- (h) Ripeka Baker
- (i) Tukumana Renata
- (j) Mike Baker

5.3 At the hui-a-iwi held on 28th November 2009 at Manaia (school), the iwi resolved that Rodney Renata and Tipa Compain as descendants of Ngaati Whanaunga and active members of the Ngaati Whanaunga Incorporated Society be the authorised Ngaati Whanaunga **interim** negotiators to begin treating with the Crown for Ngaati Whanaunga settlement to Mahurangi-Kaipara, Tamaki Makaurau and Hauraki. That interim mandate has been acknowledged by both Te Puni Kokiri and the Office Treaty Settlements.

6.0 Responsibilities and Accountabilities of the Ngaati Whanaunga Incorporated Society

6.1 The Ngaati Whanaunga Incorporated Society considers itself ultimately responsible and accountable to the Ngaati Whanaunga people as defined in the Societies rules. All negotiators appointed by Ngaati Whanaunga, will be responsible to the Ngaati Whanaunga Incorporated Society. Responsibilities and accountabilities of the Ngaati Whanaunga Incorporated Society will include *inter alia*:

- (a) The establishment of a process (**a plan inclusive of funding and milestones**) to enable;

- (b) The establishment of an administrative function to support the appointed Negotiators
- (c) The establishment of a negotiating team to support the Negotiators;
- (d) To engage and remove "expert advisors" contracted for the purposes of supporting the negotiators;
- (e) To constantly review the negotiating team and other advisors;
- (f) To report to the Ngaati Whanaunga people about the negotiation process at monthly hui a iwi;
- (g) The production of regular reports that show progress against agreed milestones
- (h) The production of regular financial accounts;
- (i) The inclusion within the plan of – the mandate strategy and Deed of Mandate (DOM), terms of negotiation (TON), the agreement in principle (AIP) and the Deed of Settlement (DOS);
- (j) The ability to approve and sign off on key negotiation milestones, including but not limited to – terms of negotiation (TON), the mandate strategy and Deed of Mandate (DOM);
- (k) The authority to present the initialled AIP and DOS for ratification from the Ngaati Whanaunga people at hui a iwi.
- (l) The implementation of a kawa / tikanga cultural framework

Meeting of the Ngaati Whanaunga Incorporated Society

- 6.2 The Eexecutive committee (active members) will meet regularly on a fortnightly basis. The Ngaati Whanaunga Incorporated Society also has the authority to call special general meetings in accordance with its Rules, where required.

Reporting Process

- 6.3 The Ngaati Whanaunga Incorporated Society will report to the Ngaati Whanaunga community about the Treaty settlement negotiation and its progress, in a number of ways:

- (a) By annual general meetings; and,

(b) Monthly hui-a-iwi to be held at venues across the tribal rohe.

6.4 The Ngaati Whanaunga Incorporated Society will also inform its members by way of:

(a) Regular panui/newsletter;

(b) Website;

Decision making processes

6.5 The Ngaati Whanaunga Incorporated Society will seek to make decisions by way of consensus, failing that then by majority. In addition, the wider Ngaati Whanaunga community can participate in the decision making process by attending and providing input at the AGM held by Ngaati Whanaunga Incorporated Society and at monthly hui-a-iwi. All decisions made by the Executive committee (active members) in relation to settlement negotiations will be made in accordance with the provisions of the Society's Rules and Ngaati Whanaunga tikanga.

Appointment and Replacement of Negotiators

6.6 Ngaati Whanaunga Incorporated Society will appoint or remove Negotiators in accordance with process agreed by the Incorporated Society, and agreed to by Ngaati Whanaunga members at a hui-a-iwi.

7.0 Accountabilities of the Negotiators

7.1 The appointed negotiators will have the mandate and scope of authority to manage all aspects of settlement negotiations with the Crown.

7.2 The appointed negotiators are responsible and accountable ultimately to the Ngaati Whanaunga Incorporated Society and will be required to report at least monthly to the Ngaati Whanaunga Incorporated Society at Ngaati Whanaunga Incorporated Society meetings. The Ngaati Whanaunga Incorporated Society will provide directions and advice to the negotiators and the Ngaati Whanaunga Incorporated Society will report to Ngaati Whanaunga on progress as set out in the Society's Rules.

7.3 For the avoidance of doubt, the negotiators are fully accountable to the Ngaati Whanaunga Incorporated Society. The Ngaati Whanaunga Incorporated Society will provide direction, advice and terms of reference for the negotiators.

Reporting process for the negotiators

- 7.4 The Negotiators and the negotiating team will report to the Ngaati Whanaunga Incorporated Society on a monthly basis or as otherwise required. The negotiators will also present a progress report on Treaty settlement negotiations at each monthly Ngaati Whanaunga hui-a-iwi.
- 7.5 Ngaati Whanaunga Incorporated Society may choose to conduct the holding of a hui a iwi to replace, remove and appoint negotiator(s) by way of resolution. Executive Officers, Executive (active members) of the Ngaati Whanaunga Incorporated Society will be replaced, removed and appointed in accordance with the Society rules.
- 7.6 If a dispute arises in relation to the replacements, removal or appointment of negotiator(s) the following process will be adopted by Ngaati Whanaunga:
- (a) The Ngaati Whanaunga Incorporated Society shall firstly attempt to resolve the matter “kanohi ki te kanohi” and in accordance with the tikanga of Ngaati Whanaunga;
 - (b) If the approach in (a) above does not resolve the dispute the Ngaati Whanaunga Incorporated Society shall suggest the appointment of a mediator to try and resolve the dispute;
 - (c) If the approach in (b) is not successful, the trustees shall refer the matter to the Ngaati Whanaunga monthly hui-a-iwi which will determine the dispute. The ruling, by resolution, at the Ngaati Whanaunga hui-a-iwi will be final and binding on the trustees.

Decision making process of the negotiators

- 7.7 Negotiators will make all decisions by consensus. The Ngaati Whanaunga Incorporated Society will also be required to approve all decisions made by the negotiators.

8.0 Dispute Resolution

- 8.1 All representatives will be required in good faith to take all reasonable steps to resolve any dispute internally that may arise in connection with the claims negotiations and settlement process.
- 8.2 Should a dispute of any kind arise and be in progress, the business of the negotiations settlement shall continue as usual - decisions shall remain in force until such time that the Ngaati Whanaunga Incorporated Society through a meeting, instruct otherwise.

Individual Dispute

- 8.3 Where there is an individual dispute, the individual must first seek to resolve the dispute with the other party concerned.
- 8.4 Should the individual be unable to resolve the dispute, the matter shall be forwarded to the Ngaati Whanaunga Incorporated Society who shall determine whether the dispute is valid. If so, the Ngaati Whanaunga Incorporated Society shall facilitate the dispute and seek resolution at an Ngaati Whanaunga Incorporated Society hui.
- 8.5 Should the matter still not be resolved, either party may choose to put the matter in writing and elect to have it resolved by the Mandated representative body, or may seek external advice.

Collective Dispute

- 8.6 Where a dispute relates to a decision, rule or policy of the Ngaati Whanaunga Incorporated Society, the dispute must be put in writing clearly identifying the nature of the dispute and the outcome sought. This must be referred to and discussed with the Executive (active members), who shall investigate. The Ngaati Whanaunga Incorporated Society must determine if it is a valid dispute; if it is an individual or collective dispute.
- 8.7 Once confirmed as a collective dispute, the Ngaati Whanaunga Incorporated Society must raise the dispute at a Hui a Iwi where the dispute shall be discussed and actions to be taken are clearly identified. The discussion shall be minuted, and if necessary voted on.
- 8.8 The outcome of the dispute must be facilitated by the Ngaati Whanaunga Incorporated Society and upheld by all parties in relation to the dispute.

Dispute about the Ngaati Whanaunga Incorporated Society Mandate

- 8.9 If there is a dispute about the Ngaati Whanaunga Incorporated Society's mandate, the individual or group with the dispute will need to follow the process below.
- (a) The group must inform the Ngaati Whanaunga Incorporated Society in writing of the dispute or concern. The Ngaati Whanaunga Incorporated Society would then consider the matter and seek further information as required from the individual/group to ensure it has a clear understanding of the nature of the concern.
- (b) Once the Ngaati Whanaunga Incorporated Society has received any further information requested, the Ngaati Whanaunga Incorporated Society will consider the matter again and determine whether or not further action is required. If it is the latter the Ngaati Whanaunga Incorporated Society will then meet with the individual/group and, if necessary, enter into a dispute resolution process.

8.10 If the matter cannot be resolved, both parties will agree on the appropriate process for resolution of the dispute

9.0 Information or Pre-Mandate Strategy/Hui/Communications

9.1 On the 13th - 14th November 2010 Ngaati Whanaunga met and resolved to undertake the following in preparation for the four mandate hui:

- (a) It was agreed to hold the four mandate hui at (as per the table in 4.2) .at a hui-a-iwi of Ngaati Whanaunga held at Manaia, on Feb 27th 2011
- (b) It was decided that the iwi will be advised of the mandating strategy/process at the Ngaati Whanaunga Incorporated Society meeting held on the 15th March 2011.
- (c) It was resolved that the Ngaati Whanaunga Incorporated Society will undertake to inform as many members of Ngaati Whanaunga as possible of the Treaty settlement negotiations.
- (d) It was also agreed that media advertisements and other means of informing people would be undertaken as set out in paragraph 9.1.

9.2 It is intended that the mandate will give the Ngaati Whanaunga Incorporated Society the authority to negotiate and initial a draft Deed of Settlement before presentation to the Ngaati Whanaunga people for ratification.

9.3 The Ngaati Whanaunga Incorporated Society understands that mandating processes involve a tripartite relationship to achieve a successful Deed of Mandate. In that regard, the Ngaati Whanaunga Incorporated Society will undertake to work effectively with the Office of Treaty Settlements and Te Puni Kokiri in the delivery of a Ngaati Whanaunga Deed of Mandate and that these efforts will be reciprocated by the parties.

10.0 Mandating Process

10.1 The mandating hui will be notified to members through:

- (a) Paanui to known members of Ngaati Whanaunga;
- (b) Newspapers including, but not limited to, the New Zealand Herald, Waikato Times, and Hauraki Herald;
- (c) Paanui posted on Ngai Iwi FM

(d) Paanui posted on the Hauraki Collective and the Ngaati Whanaunga website;

10.2 Notification will be placed with each of these media in advance of each mandate hui as per the schedule described in paragraph 4.2. A copy of the paanui/advertisement is **attached** and marked **"D"**.

10.3 The public notice will clearly state the purpose of the hui. Specific mention will include reference to the need to obtain mandate for the Ngaati Whanaunga Incorporated Society to enter into negotiations with the Crown for the comprehensive settlement of their historical Treaty of Waitangi claims. The public notice will include the resolution to be voted on at the mandate hui as set out in paragraph 4.2 above. It will also include the contact details of the Ngaati Whanaunga Incorporated Society to allow Ngaati Whanaunga people to seek further information about the mandating hui and the settlement negotiation process generally.

11.0 Mandating Hui

11.1 The Ngaati Whanaunga Incorporated Society will be holding four publicly notified mandating hui. The Ngaati Whanaunga Incorporated Society will be seeking the mandate from Ngaati Whanaunga to enter into negotiations with the Crown regarding the comprehensive settlement of all Ngaati Whanaunga historical Treaty claims.

11.2 The following resolution will be put to the hui:

Resolution 1:

"That Ngaati Whanaunga Incorporated Society is the mandated body representing Ngaati Whanaunga in comprehensive negotiations to settle Ngaati Whanaunga historic treaty claim"

Resolution 2:

"That Rodney Renata and Tipa Compain are reconfirmed as negotiators for Ngaati Whanaunga in negotiations with the Crown regarding the comprehensive settlement of Ngaati Whanaunga historic treaty claims"

11.3 The mandating hui will occur as set out in paragraph 4.2 above. The mandating hui will be advertised and minuted, including the keeping of a hui register. This supporting information will be attached to the Deed of Mandate.

(a) A Te Puni Kokiri representative will be invited to attend the hui in observation.

(b) A presentation will be developed for the hui outlining the context and details of the mandate process. Members will have the opportunity to discuss the proposal with the Ngaati Whanaunga Incorporated Society, and put any questions to members before a

resolution affirming the mandate of the Ngaati Whanaunga Incorporated Society is sought. The presentation will be copied to the Crown for comment prior to the hui.

- (c) Voting on the resolution will be by a show of hands of eligible adult members of Ngaati Whanaunga present at the hui. For consistency and clarity, there will not be a postal voting process, nor will proxy votes be included. These voting processes will be explained by the facilitator of the hui, including clarity on those who are eligible to vote.
- (d) Eligible adult members of Ngaati Whanaunga means:
 - (i) A person 18 years or older at the time of the mandate hui; and
 - (ii) A person who is Ngaati Whanaunga as defined in paragraph 3.1 above.
- (e) If the eligibility of voters is challenged:
 - (i) the matter may be referred to the Hui facilitator;
 - (ii) where the dispute cannot be immediately resolved to the satisfaction of the parties, the ineligible party may submit a written request for a review of the decision to be put to the Executive (active members) of the Ngaati Whanaunga Incorporated Society;
- (f) Although it is not necessary for voters to be registered prior to their attendance at the hui-a-iwi, the Ngaati Whanaunga Incorporated Society will make registration forms available at the mandate hui for members of the Ngaati Whanaunga Incorporated Society to complete. These forms will also be posted on the Ngaati Whanaunga website.

12.0 Timeframe

- 12.1 It is expected that the mandating hui will be carried out within the month of March 2011 as described in paragraph 4.2 and that a Deed of Mandate is expected to be submitted to the Crown no later than the 30th April 2011.

REPORT BY THE FACILITATOR
THE RT HON SIR DOUGLAS GRAHAM AS FACILITATOR
TO THE MINISTER FOR TREATY OF WAITANGI
NEGOTIATIONS
and
TO THE IWI/HAPŪ OF THE KAIPARA, TĀMAKI MAKĀURAU
AND THE COROMANDEL

24 June 2009

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Background

After some years of good faith negotiations, Ngāti Whātua o Ōrākei and the Crown entered into an Agreement in Principle (AIP) in June 2006. The AIP contained redress which was contested by other tangata whenua groups. They believed that the AIP impacted on their own interests in an unfair and unacceptable way. In particular they strongly objected to Ngāti Whātua o Ōrākei receiving exclusive rights to the maunga, to the lack of clarity, perceived hidden value and the resulting reduction of available Crown properties arising from the naval housing transaction, and to the exclusive Right of First Refusal [RFR] over Crown land in the central city. The groups included Te Kawerau ā Maki, Ngāti Te Ata, Ngāti Tamaoho, Ngāi Tai, Te Akitai, Hauraki and Waikato. Some of them sought a remedy from the Waitangi Tribunal which, in due course, upheld their assertion of prejudice. When describing the history of Tāmaki Makaurau the Tribunal wrote:

“Thus it [Tāmaki Makaurau] was, and remains, an intensively occupied part of the country, where constant habitation by changing populations of Māori as a result of invasion, conquest, and inter-marriage has created dense layers of interests” [page 13 Process Report].

It was highly critical of the way the AIP had been negotiated with little consideration of these ‘dense layers of interests’.

The Tribunal strongly recommended that the AIP

“...not proceed at this stage” and that the Crown “should now work with other tangata whenua groups to negotiate settlements for them. Once that is done – and not before – it will be possible to arrive at a situation where appropriate redress (both cultural and commercial) is offered not only to Ngāti Whātua o Ōrākei, but to all the tangata whenua groups in Tāmaki Makaurau. Then, the mana of all would be upheld, relationships would be restored, and reconciliation would be possible” [letter to Minister]

In summary the Tribunal accepted there were other tangata whenua groups with interests in Tāmaki Makaurau and that it was totally inappropriate in those circumstances for the AIP to provide exclusive rights to Ngāti Whātua o Ōrākei.

The Tribunal’s recommendation that the Crown should negotiate with all tangata whenua groups with interests in Tāmaki Makaurau before the AIP with Ngāti Whātua o

Ōrākei could be further considered creates an even bigger challenge than might have appeared at first glance. This is because some of those groups who had complained about Ngāti Whātua o Ōrākei have competing claims over their own areas from many iwi/hapū in the Kaipara and/or the Coromandel. If the strong criticism on process from the Tribunal is not to be repeated, all iwi/hapū with interests in all 3 regions will have to negotiate with the Crown and with each other at the same time. It is probably fair to say that such a proposition is daunting. In the normal course of events, such a set of negotiations would take a very long time indeed. Perhaps unsurprisingly then, little or no progress has been made since the Tribunal Report was released.

Facilitation

In March 2009 the Minister for Treaty of Waitangi Negotiations asked if I would offer my services as a facilitator to help find a way forward for iwi/hapū with interests in Tāmaki Makaurau. I was happy to do so and I wrote to the various tangata whenua groups asking if they wished me to be involved. All did so. I therefore obtained a helpful briefing from the Office of Treaty Settlements. I then embarked on a series of meetings with iwi/hapū over a period of weeks, and I wish to thank the rangātira, kaumatua, and kuaia for their courtesy and help. They must have been astonished at how little I knew of the historical events which had given rise to the complex and sensitive issues facing them. I have learned a great deal from them. I also undertook considerable research. I indicated that if I could come up with some sort of proposal worthy of consideration I would put it to them. Having received authority from Ministers I am pleased to now present a proposal.

My tasks were:

- to see if the objections to the Ngāti Whātua o Ōrākei AIP could be resolved so that Ngāti Whātua o Ōrākei could proceed to a Deed of Settlement; and
- to reach an agreement with all the other tangata whenua groups in Tāmaki Makaurau on a pathway which would lead to negotiations and a hopefully a settlement of their claims over time.

I have concluded that the objections to the Ngāti Whātua o Ōrākei AIP in its current form are never going to be withdrawn particularly as they relate to parts of the cultural redress. It is equally clear that it will not be possible to reach settlements with the other groups without resolving with all groups the very issues that had been objected to so vehemently in the Ngāti Whātua o Ōrākei AIP.

Options

It seemed to me therefore that there are two options.

The first option is to advise Ngāti Whātua o Ōrākei that because the Crown would never be able to treat the overlapping interests as having been addressed to its satisfaction (Clause 65(a)), the Crown would never be able to enter into a Deed of Settlement. The only proper action then would be for the Crown to give written notice to Ngāti Whātua o Ōrākei that it withdrew from the AIP (Clause 7). Negotiations with Ngāti Whātua o Ōrākei would have to start again from the beginning and proceed in tandem with all the other negotiations. Such an outcome would have been extremely disappointing to Ngāti Whātua o Ōrākei and reflect badly on the Crown when both had acted in good faith throughout.

The second option would require considerable courage, a generosity of spirit and a desire to work together in the common interest. This option entailed grabbing the bull by the horns and striving to see if the Ngāti Whātua o Ōrākei AIP could be renegotiated to take account of the 'layers of interest'. At the same time, the Crown would negotiate now with all tangata whenua groups in Tāmaki Makaurau and also in the Kaipara and the Coromandel because many groups have interests in one or more and sometimes all three regions.

This second option raises some interesting issues.

- Following the usual negotiating procedure, where there is much confidential 'one-to-one' exchange of views before agreement is reached and announced, will simply not work here. A new approach, in which there are transparent negotiations running in tandem, is required in these quite unusual circumstances.
- It follows that the Crown will have to put on the table for all to see just how it proposes to resolve issues around the sensitive cultural redress items such as the maunga, and the right of first refusal part of the commercial redress package. There will be many groups that will be affected. The only realistic way forward, if decades of negotiations are to be avoided, is to suggest that the issue of manawhenua is put to one side for the purposes of these negotiations, and instead regard is had to interests in the whole. After all the Crown is in a difficult position when two iwi contest who has manawhenua. It is not for the Crown to determine. Only Māori can give such recognition. If there is no such recognition it is pointless expecting the Crown to rule on the matter. The Crown has to act with integrity to all iwi/hapū at all times and must not prefer one over another. Any discretionary redress has to reflect any 'layers of interests'.

- On the question of what is an appropriate quantum ('utunga') for each iwi/hapū, a similar issue arises. Each iwi/hapū is naturally interested to know what its utunga might be, and little will be gained by reaching agreement on cultural redress but leaving the utunga to be decided at some time later. The utunga has to be fair and seen to be fair between iwi/hapū including those who have settled in the past. In these circumstances where iwi/hapū are working together it seems sensible for the Crown to take a novel approach and to indicate up front what it considers fair. This enables each iwi/hapū to consider how its utunga compared with others, and to see where they are in the big picture. Some might argue that this could be seen as a 'take it or leave it' offer repeating the ad hoc unprincipled offers made by the Crown in the 1800s and early part of the 1900s. But in reality it is neither ad hoc nor unprincipled. Each settlement becomes another in the continuum of earlier settlements and follows an entirely consistent format with a totally rational basis for the assessment of a fair commercial redress package. Of course any iwi/hapū is free to discuss the utunga and argue that it is not fair relative to the others.
- If the progress that everybody wants is to be achieved with so many parties involved at the same time, the fewer the contested or complex issues that have to be resolved, the better. Endless arguments between iwi/hapū over which iwi/hapū should have which item of Crown owned land would bring the whole process to a standstill. Those not involved would have to wait while the matter was resolved. So I concluded early on that wherever possible the utunga would have to consist of cash and not land. There are some justified exceptions to this. One is the Crown land in the outstanding raupatu blocks (Waiuku North and South, and East Wairoa) where, as in the 1994 settlement with Waikato Tainui, Crown land in the blocks will in principle be returned. Another is the Crown Forest estates where there are valuable accrued rentals. Then there are the 4 urupā at Maioro which should have been returned to Ngāti Te Ata years ago, and which will be now. Due to its particular significance to Hauraki the Whenuakite farm on the Coromandel is yet another exception and one which will be offered to Hauraki. Finally there is the naval housing land in Tāmaki Makaurau which, to be fair to Ngāti Whātua o Ōrākei, will be offered to them again but on commercial terms.
- The negotiation by the Crown with a recognisable group should not be taken as an acknowledgement by the Crown of an iwi or hapū status. That too is a matter for Māori and not the Crown. If hapū agree to act together in some larger grouping, then that is for them to decide. So while there were many good reasons for the Crown's policy of dealing with large natural groupings in the past, it should not be forgotten that it was hapū who suffered from the breaches of Treaty obligations and it was the hapū's land that was lost. Forcing hapū under an umbrella, when they do not want to be there, is unlikely to promote harmony.

The negotiation of so many claims simultaneously, where many iwi/hapū have to agree on matters of common interest, is a massive undertaking. To achieve the desired result everyone involved will have to work cooperatively. It will take inspired leadership by all involved.

Having taken all these matters into account I began to design a proposal which would be as fair as I could make it. It suggested amendments to the Ngāti Whātua o Ōrākei AIP which, if accepted by Ngāti Whātua o Ōrākei, would mean it could proceed to a Deed of Settlement. It also suggested a broad outline of settlement terms for all other iwi/hapū with interests in the Kaipara, Tāmaki Makaurau and the Coromandel.

Having done that I then approached the Minister and respectfully sought his support. He gave it enthusiastically. At his invitation I attended the Cabinet Strategy Committee meeting and advocated the proposal. I am pleased to be able to advise that the Cabinet has now authorised me to put the proposal to the iwi/hapū. The proposal includes indicative utunga which has been approved by Cabinet. Other matters included in the proposal are approved in principle and can be advanced by the Crown and those iwi/hapū who wish to proceed further.

There is thus a window of opportunity which, if seized, will benefit Māori and the nation. After more than a century the grievances felt so strongly for so long can at last be honestly addressed. Tangata whenua will be able to move from grievance to development and the future generations will have a positive and brighter outlook. The honour of the Crown can be restored. A new cooperative era between tangata whenua and the authorities of central and local government should emerge from the distrust and antipathy of the past. Tangata whenua will have an economic base on which to build to ensure the survival of generations yet to come. The country as a whole can confidently face the future together. Such outcomes are worth the effort that is now demanded.

The rest of this paper therefore describes the proposal first for Ngāti Whātua o Ōrākei and then for all the iwi/hapū in the Kaipara, Tāmaki Makaurau and the Coromandel to consider. It is not binding on anyone. Much will need to be done before there is a non-binding AIP with those iwi/hapū who elect to proceed further.

The proposal seeks to address the grievances of the iwi/hapū of the Kaipara, Tāmaki Makaurau and of the Coromandel. These grievances arose mainly from the loss of land between 1840 and 1900. In summary land was purchased by the Crown in unfair circumstances or for paltry sums. Some land was taken for public works in rather dubious circumstances and often without compensation. On occasions the Crown inadvertently, or possibly even deliberately, overlooked tangata whenua with interests in that land. Then there was the effect of the Native Land Court which facilitated the disposition of other whenua. For the Coromandel groups another concern was the way

the Crown dealt with gold mining. In Tāmaki Makaurau land of Kingite supporters was invaded, war ensued with many deaths, people were evicted from their turangawaewae, their land was confiscated and some then returned to those who had fought with the Crown. Between 1840 and 1900 many groups lost much and sometimes all their lands. Many became homeless. By 1900 their very existence came to be at risk.

This outcome was not the result tangata whenua had expected when the Treaty was signed. Nor was it the result the British Government had expected. Today there has been an encouraging renaissance. This proposal presents an opportunity now for iwi/hapū to look to the future with confidence.

The first part of this paper deals with the Ngāti Whātua o Ōrākei AIP and suggests some amendments which, if acceptable to Ngāti Whātua o Ōrākei, would mean that Ngāti Whātua o Ōrākei and the Crown could proceed to a Deed of Settlement.

The second part of this paper contains a proposal to iwi/hapū with interests in the Kaipara, in Tāmaki Makaurau and in the Coromandel. It suggests a broad redress package which if accepted by the recipient iwi/hapū will enable that iwi/hapū to negotiate the detail and proceed to an AIP and later to a Deed of Settlement. It cuts to the quick.

The AIP between the Crown and Ngāti Whātua o Ōrākei

The main objections to the AIP relate to the exclusive redress over certain maunga, the nature of and the impact on others of the naval housing transaction, and the exclusive area included in the Right of First Refusal.

The maunga

The objection here is that Ngāti Whātua o Ōrākei is offered exclusive rights to some of the maunga. It cannot be disputed that over the centuries various groups exercised ahi kaa over many of the maunga. Kiwi Tāmaki of Te Akitai and Waiohua for example, lived in a pa on Maungakiekie at the time of the Te Taoū/Ngāti Whātua invasion in the mid 1700s. Waiohua descendents today include Ngāti Te Ata, Ngāti Tamaoho, Ngāi Tai and Te Akitai who, although staunch members of the Kingitanga, advise me that they regard the maunga on Tāmaki Makaurau as spiritually very important. So the deeply felt association of the other groups to the maunga is understandable and continues to this day. It is true of course that the antecedents of Ngāti Whātua o Ōrākei undoubtedly had a strong association with many of the maunga for most of the century prior to their sale in the early 1840s. Today all groups therefore claim past associations which to each are extremely important and can never be extinguished. The maunga remain visible to all groups and always will be. A structure which recognises shared interests is clearly desirable. One possible way this could be done is presented in this paper.

The naval housing transaction

The objection here is that the AIP provides for the sale and purchase of valuable Crown land which therefore restricts the land available to other groups with interests in Tāmaki Makaurau. In addition it is said that the terms of transaction are unclear and the real benefits to Ngāti Whātua o Ōrākei and the costs to the Crown lack transparency. It is necessary to briefly describe the transaction.

Ngāti Whātua o Ōrākei can buy Crown land at Devonport presently used by the Navy for housing up to a value of \$80m. Ngāti Whātua o Ōrākei take title on settlement and lease the land back to the Crown for 21 years with perpetual rights of renewal. If we assume a constant ground rent at 6.5% of the unimproved value, then the annual rent from the Navy would be \$5.2m. However for the first 35 years the rent is waived by Ngāti Whātua o Ōrākei and the Net Present Value of that rent waiver is \$85m. So the rent waiver pays the purchase price and it is claimed the transaction therefore is value neutral to the Crown.

By any measure this is a most unusual transaction. The real cost to the Crown is not easy to calculate. First, the Crown is restricted to using the land for single residential dwellings which in itself results in an opportunity cost to the Crown. But it is the lack of commerciality which is the real problem. No one in their right mind would ever sell his own property on such terms. The seller receives no money at all but happily hands over title. He becomes a tenant in his former home, withholding rent for a period which he

had never paid before, and eventually either begins paying rent or ends up with an old house on someone else's land. Here the Crown is asked to do the same.

As a matter of principle where Crown land is purchased by a claimant in a Treaty settlement the deal should be commercial and transparent. This is neither. It is difficult to argue that this transaction is in fact value neutral. Ngāti Whātua o Ōrākei as good as acknowledges that when it concedes its cash settlement of \$10m is much lower than it should be because of the benefit it receives from this transaction. If that benefit is cancelled out because the transaction becomes commercially based, the utunga needs to be adjusted upwards to ensure transparency and avoid any prejudice from the variation to the AIP. That has been done.

The proposal to all iwi/hapū which follows in Part B must be fair to all and based as far as possible on principle. As will be seen the only Crown land being offered is the Crown Forest land, the land in the outstanding raupatu blocks, the Whenuakite farm, and the 4 urupā. It is hard to see why a one off sale of naval housing land in these circumstances should be added. However I am conscious that Ngāti Whātua o Ōrākei has built up a close working relationship with the Navy and that is to be encouraged. It may also have a business plan which has been developed with the naval housing land included. As Ngāti Whātua o Ōrākei has acted in good faith I suggest an exception is made and that Ngāti Whātua o Ōrākei should be entitled to buy agreed naval housing land up to \$80m. However it should do so on fully commercial terms which will have to be the subject of further negotiation with the Crown.

The right of first refusal

The objection here is that, despite Ngāti Whātua o Ōrākei properly acknowledging the interests of other tangata whenua groups in Tāmaki Makaurau and restricting their exclusive RFR area to the CBD, other groups maintain that they have interests in the CBD too and that, looking at the isthmus as a whole and the various iwi interests in it, it is still quite unfair that Ngāti Whātua o Ōrākei should be able to pick the plums of the CBD leaving less valuable areas to the others. It is highly likely the Right of First Refusal (RFR) area has better prospects for capital gains than properties further afield. This objection is unlikely to be satisfied unless the provision is varied and I suggest a shared RFR over the whole Tāmaki Makaurau RFR area as defined.

If Ngāti Whātua o Ōrākei agrees to these amendments and enhancements I consider the Crown could regard the iwi objections to the AIP as satisfied and that the Ngāti Whātua o Ōrākei amended AIP should proceed to a Deed of Settlement.

Suggested Outline of a Redress Package

The proposal that follows is only an outline. Clearly there is much that will have to be worked through co-operatively between the Crown and iwi/hapū and between iwi/hapū. It is possible some suggestions cannot be done. Central and local authorities will have to come on board in relation to the maunga and harbours (wahapū). It will be necessary to define the role of the suggested advisory body on the harbours and their catchment waters and ensure that it is adequately consulted and its views properly considered. Some tangata whenua groups may wish to question whether the indicative utunga is in fact fair relative to others. Some will need time to prepare a list of those areas of great importance such as urupā which they would like returned and the Crown will need time to see if it can help. It is not intended that either the Crown or the tangata whenua groups are bound at this stage or even in the near future. It is only a start. But those groups who elect to take the proposal forward can now make some progress.

I acknowledge that the proposal discloses some issues which are really the business only of the groups concerned. This is regretted but unavoidable if the total picture is to be understood by all the groups involved.

Iwi/hapū

The iwi/hapū to which this proposal applies are listed below.

NGĀTI WAI

- Ngāti Manuhiri
- Ngāti Rehua

NGĀTI WHĀTUA

- Te Runanga o Ngāti Whātua
- Ngāti Whātua o Kaipara ki Te Tonga
- Ngāti Whātua o Ōrākei

TE KAWERAU Ā MAKI

TAINUI

- Waikato
- Ngāti Te Ata
- Ngāti Tamaoho
- Ngāi Tai
- Te Akitai

HAURAKI

- Ngāti Hei
- Ngāti Hako
- Patukirikiri
- Ngā Rahiri Tumutumu
- Ngāti Tara Tokanui
- Ngāti Pukenga ki Waiau
- Ngāti Porou ki Harataunga ki Mataroa
- Ngāti Paoa
- Ngāti Maru
- Ngāti Whānaunga
- Ngāti Tamatera
- Ngāi Tai

Settlement area and claims to be settled

The proposal contains a suggested redress package for each of the iwi/hapū with interests in the Kaipara, Tāmaki Makaurau and the Coromandel. The claims by those iwi/hapū who ultimately accept a Crown offer will be settled in the Settlement Area. Because many iwi/hapū have interests in extensive areas, the *Settlement Area will be all land, including islands, north and east of the Waikato-Tainui confiscation line from Port Waikato to Morrinsville and then in a straight line from Morrinsville to Mt. Mounghau.*

A final settlement by an iwi/hapū will result in all claims against the Crown, including those arising from confiscations, land sales or the effect of the Native Land Court, in the Settlement Area by Ngāti Wai (Ngāti Manuhiri and Ngāti Rehua only), Ngāti Whātua, Tainui and Hauraki whether iwi, hapū, whānau or individuals, being finally settled.

Suggested redress package

The suggested redress package will contain for each iwi/hapū:

Historical Account, Crown Acknowledgments and Crown Apology

Each iwi/hapū and the Crown shall in good faith seek to agree on an historical account of the events leading to the grievances of that iwi/hapū. It is acknowledged that each account must not conflict with other historical accounts. The Crown would acknowledge and issue a formal apology for breaches of the Treaty and other acts or omissions which have caused prejudice.

Cultural Redress

Wāhi tapu

Each iwi/hapū may request the return of small discrete places of great importance such as urupā or pa sites or waka landing sites which are held by the Crown in the Settlement

Area and the Crown shall endeavour to meet such requests. If the return is not possible the iwi/hapū may request that such sites are made subject to alternative redress such as a Statutory Acknowledgement or a Deed of Recognition. Each iwi/hapū may request the Crown to consider its interests in fauna and flora and/or natural resources.

The maunga and the wahapū and catchment waters

A new entity will be established for each region so that those iwi/hapū with primary common interests in the natural resources in that region can act together.

The Kaipara

Te Māori o Kaipara - for Ngāti Manuhiri, Ngāti Rehua, Te Runanga o Ngāti Whātua, Ngāti Whātua o Kaipara Ki Te Tonga, Te Roroa and Te Uri o Hau

Tāmaki Makaurau

Te Māori o Tāmaki Makaurau - for Te Kawerau ā Maki, Ngāti Whātua o Ōrākei, Waikato, Ngāti Te Ata, Ngāti Tamaoho, Ngāi Tai, Te Akitai, Ngāti Paoa, Ngāti Maru, Ngāti Whānaunga and Ngāti Tamatera

Coromandel

Te Māori o Hauraki - for Ngāi Tai, Ngāti Paoa, Ngāti Maru, Ngāti Whānaunga, Ngāti Tamatera, Ngāti Hei, Ngāti Hako, Patukirikiri, Ngāti Rahiri Tumutumu, Ngāti Tara Tokanui, Ngāti Pukenga Ki Waiau, Ngāti Porou ki Harataunga ki Mataroa

Each named iwi/hapū is entitled to be a member of their entity. Each entity shall have a **Governing Council** consisting of 2 nominees of each iwi hapū with equal voting rights from each member. The Council shall elect a Chairman and Vice Chairman from its midst.

Each entity shall have the following functions and shall have the powers set out but no other.

The functions for **Te Māori o Kaipara** are:

- to nominate sufficient individuals to **Kaitiaki o Ngā Maunga o Kaipara** which, together jointly and equally with the relevant local authority, shall be the administering body under the Reserves Act 1977 or, where applicable an advisory body for maunga to be agreed between **Te Māori o Kaipara** and the Crown. Once identified and agreed:
 - any reserves status will be retained, subject to existing rights, and local authority to control spending;

- statutory acknowledgements and deeds of recognition would be available for iwi/hapū;
- to nominate one of the nominees of each iwi/hapū (other than Ngāti Manuhiri and Ngāti Rehua) to be the **Kaitiaki o Wahapū Kaipara** which shall act as an advisory body to the controlling authority for the Kaipara Harbour and its catchment waters. Each iwi/hapū shall retain any customary rights and may negotiate for recognition of those rights under the Foreshore and Seabed Act or any replacement Act.

The functions for **Te Māori o Tāmaki Makaurau** are:

- to nominate sufficient individuals to **Kaitiaki o Ngā Maunga o Tāmaki Makaurau** which, together jointly and equally with the relevant local authority, shall be the administering body of the maunga under the Reserves Act 1977 or, where applicable, an advisory body for:

Maungakiekie/One Tree Hill	Maungarei/Mt Wellington
Maungawhau/Mt Eden	Ohinerau/Mt Hobson
Owairaka/Mt Albert	Puketapapa/Mt Roskill
Rangitoto	Takapuna/North Head
Te-Ara-Puera/Mangere mountain	Te Kopuke/Mt St John
Takarunga/Mt Victoria	

- any reserves status will be retained, subject to existing rights, and local authority to control spending;
- statutory acknowledgements and deeds of recognition would be available for iwi/hapū;
- to nominate one of the nominees of each iwi/hapū to be the **Kaitiaki o Ngā Wahapū o Waitematā me Manukau** which shall act as an advisory body to the controlling authority for the Waitematā and Manukau Harbours and their catchment waters. Each iwi shall retain any customary rights and may negotiate for recognition of those rights under the Foreshore and Seabed Act or any replacement Act. It shall also act with other iwi/hapū as agreed as an advisory body over the Hauraki Gulf and in doing so shall respect existing Maritime Parks.

The functions of **Te Māori o Hauraki** are:

- to nominate sufficient individuals to **Kaitiaki o Ngā Maunga o Hauraki** which, together jointly and equally with the relevant local authority, shall be the administering body under the Reserves Act 1977 or where applicable an advisory body for maunga to be agreed between **Te Māori o Hauraki** and the Crown. Once identified and agreed:

- any reserves status will be retained, subject to existing rights, local authority to control spending;
- statutory acknowledgements and deeds of recognition would be available for iwi/hapū;
- to nominate one of the nominees of each iwi/hapū to be the **Kaitiaki o Wahapū o Hauraki** which shall act as an advisory body to the controlling authority for ngā wahapū and their catchment waters to be agreed between Te Māori o Hauraki and the Crown.

Te Māori o Kaipara, Te Māori o Tāmaki Makaurau and **Te Māori o Hauraki** shall also have the power:

- to negotiate, if requested by an iwi/hapū, with the Crown for Statutory Acknowledgments and/or Deeds of Recognition over other land and/or resources in the Settlement Area which are of importance to that iwi/hapū and may be better dealt with by the collective;
- to delegate to any one or more iwi/hapū member(s) specific responsibility for one or more of the maunga or the wahapū or areas covered by the statutory acknowledgements or deeds of recognition;
- to act, if requested, as kaitiaki of the utunga of any iwi/hapū on its behalf and therefore to receive administer invest and generally protect and further the interests of such iwi/hapū for such period as may be negotiated with such iwi/hapū;
- to negotiate, if requested by an iwi/hapū, protocols with various Government Departments to enable proper and full consultation on matters of concern to iwi/hapū;
- to submit suggestions for name changes to places within the Settlement Area. The Crown shall facilitate the following name changes:
 - One Tree Hill to One Tree Hill/Maungakiekie
 - Mt Eden to Mt Eden/ Maungawhau
 - Purewa Creek to Pourewa Creek.
- by unanimous vote to admit another iwi/hapū as a member

Other cultural development aspirations

Iwi/hapū may discuss other cultural development aspirations with the Crown.

Commercial Redress

This package includes the utunga and a Right of First Refusal.

Assessing indicative utunga

To preserve fairness between all claimants when assessing a fair utunga, I took into account as a starting point the earlier settlements or agreements for similar claims. I then increased the utunga in those earlier settlements or agreements by the rate of inflation to today's dollars. In that way iwi/hapū will have similar purchasing power. The result for a number of the settlements or agreements is set out below:

Iwi/hapū	\$m (2009 dollars)
Raupatu	
Waikato-Tainui	232
Land sales and Native Land Court	
Ngāi Tahu	223
Ngāti Apa	17
Te Uri o Hau	18
Te Roroa	11
Ngāti Pahauwera	21
Te Aupouri	14
Turanganui a Kiwa	61
Te Rarawa	21
Ngāti Kahu	22
Taranaki Whānui	27
Rangitāne o Manawatu	11

In each of those settlements or agreements the Crown took into account amongst other things:

- the approximate land area the claimants had at the time the breaches of the Treaty occurred;
- whether any land was retained;
- the seriousness of the Crown's breach e.g. giving a weighting to confiscation claims which often involved captivity or loss of life;
- the number of members the group has today;
- other special features which justified consideration;
- the commercial redress of any earlier settlements or agreements.

As an example, Waikato-Tainui negotiated a settlement in 1994 for the confiscation of approximately 462,000 hectares from hapū affiliated to the Kingitanga. Three blocks, Waiuku North and South and the East Wairoa, totalling about 41,700 hectares were excluded from those negotiations. Using the earlier settlement adjusted for inflation as a guide, the utunga for the three blocks now would be about \$21m. Of greater relevance for iwi/hapū here are the earlier settlements for claims arising from land sales

and the effect of the Native Land Court. The geographically closest example is Te Uri o Hau who lost about 214,000 hectares between 1840 and 1900. Today it has about 6000 members and 14 marae. It received \$18m in 2009 dollars (\$15.6m at the time).

I carried out a similar exercise here with some additional consideration given to the balance between the over arching groupings of Ngāti Whātua, Tainui and Hauraki.

In an ideal world all Treaty settlements would have been completed on the same day in 1994 when the first major settlement was reached. Of course that was not possible. While adjusting for inflation helps preserve purchasing power, the fact is that the increase in land values has exceeded the CPI. The result is that iwi/hapū today are at a disadvantage when it comes to buying land which is so important to them. I have tried to go some way to address this problem by increasing the utunga above the CPI adjusted earlier settlement or agreement guidelines. The increase also makes an allowance for the cost any cultural development programmes.

The end result I have called the indicative utunga. My recommendation to the Government, which it has accepted and authorised be to put to iwi/hapū, was that the indicative utunga should be:

Indicative Utunga

IWI/HAPŪ	\$m (2009)
NGĀTI WAI	
Ngāti Manuhiri	6.5
Ngāti Manuhiri may also purchase the land under the Southern Mangawhai Forest at market price. The accumulated rentals (approx \$1m) will follow title.	
Ngāti Rehua	3.0
NGĀTI WHĀTUA	
Te Runanga o Ngāti Whatua	5.0
Te Runanga seeks over time to bring the various hapū of Ngāti Whātua under the umbrella of Te Runanga. That will be a matter for them to determine. In the event that legislation might be required to effect such an arrangement the Crown will endeavour to legislate in accordance with the wishes of Te Runanga and the hapū.	

IWI/HAPŪ	\$m (2009)
Ngāti Whātua o Kaipara ki Te Tonga	21.5
Ngāti Whātua o Kaipara ki Te Tonga may also purchase the land under the Woodhill Forest at market price. The accumulated rentals (approx \$20m) will follow title.	
Ngāti Whātua o Ōrākei (including earlier \$2m)	18.0
Ngāti Whātua o Ōrākei may also purchase naval housing land at market value up to a value of \$80m.	
TE KAWERAU Ā MAKI	6.5
Te Kawerau ā Maki may also purchase the land under Riverhead Forest at market price. The accumulated rentals (approx \$9m) will follow title.	
TAINUI	
Waikato (raupatu)	25.0
It is appropriate that Waikato complete the raupatu settlement to honour the Kingitanga. Therefore the Crown, in recognition of the saying "I riro whenua atu me hoki whenua mai", shall endeavour to return to Waikato Crown owned land in the confiscated Waiuku North and South blocks and the East Wairoa block (excluding ngā urupā Te Papawhero, Waiaraponia, Te Kuo and Tangitanginga) or cash up to a value of \$25m. For the purposes of the relativity clause this settlement shall be excluded from the calculation. Any land returned or cash shall be the utunga referred to above for Waikato.	
Ngāti Te Ata	5.0
Ngā urupā Te Papawhero, Waiaraponia, Te Kuo and Tangitanginga shall also be vested in Ngāti Te Ata.	
Ngāti Tamaoho	5.0
Ngāi Tai	5.0
Te Akitai	5.0
HAURAKI	
Coromandel-Hauraki (outside Tāmaki Makaurau and Kaipara)	53.0
Hauraki may also purchase the land under the Whangapoua Forest, and/or the Kauaeranga Forest and/or the Tairua Forest at market price. The accumulated rentals (approx \$18m) will follow title. Hauraki may purchase the Whenuakite Farm at market value.	
Hauraki-Marutūāhu (inside Tāmaki Makaurau and Kaipara and includes Waiheke Farm)	22.0
Hauraki may also purchase the land under Maramarua Forest at market price. The accumulated rentals (approx \$10m) will follow title.	
TOTAL OR INDICATIVE UTUNGA	150.5

Each iwi/hapū may of course decide to manage its own utunga. It may however request the entity of which it is a member to act as kaitiaki of its utunga in a pooled account and the entity would hold such utunga and accumulated income for that iwi/hapū as a percentage its utunga bears to the total fund. Each iwi/hapū would own a share of the total on terms to be agreed. Alternatively each iwi/hapū may retain control of its own utunga but may request the entity to act as kaitiaki of its utunga but in a separate account. As a further alternative the iwi/hapū may delegate to any other entity the task of managing the whole or any part of its assets including the utunga.

Once settled and the assets transferred, I propose that the Crown shall pay \$100,000 per annum for 5 years to each entity provided it is kaitiaki for utunga, and each iwi/hapū which has control of utunga, so that economic and business advice on the management and investment of assets can be commissioned.

Right of First Refusal

I recommend to the Government that the Crown grants the following Rights of First Refusal over land held by the Crown at Settlement Date for a period of 50 years:

- to **Waikato** in the area within the Waiuku North and South Blocks and the East Wairoa Block;
- to **Te Māori o Kaipara** in the area below the southern Te Uri o Hau settlement takiwā and above a straight line from Muriwai to Okura and includes Kawau, Goat, Little Barrier and Great Barrier islands but excludes any Crown forests purchased;
- to **Te Māori o Tāmaki Makaurau** in the area below a straight line drawn from Muriwai to Okura and above the Waikato confiscation line from Port Waikato to Miranda including the islands in the Gulf but excludes any naval housing land acquired by Ngāti Whātua o Ōrākei, the Waiuku North and South Blocks and the East Wairoa Block, ngā urupā vested in Ngāti Te Ata, and any Crown forests purchased;
- to **Te Māori o Hauraki** in the area east of Miranda and the Waikato confiscation line and north of a line from Morrinsville to the coast to be finalised after discussion with Tauranga Moana iwi/hapū and includes the Mercury Islands but excludes Whenuakite farm if purchased and any Crown forests purchased.

If the right is not exercised then any iwi/hapū may negotiate with the Crown to buy the property along with all other third parties.

Te Taoū tuturu

The historical accounts of the invasion and conquest of Tāmaki Makaurau in the mid 1700s are varied. It seems common ground that the invaders were Te Taoū. However some believe Te Taoū was a sub tribe of Ngāti Whātua and the version which came to be generally accepted was that the invasion was led by Tuperiri of Ngāti Whātua who descended from Makawe and her second husband Tauroto. Tuperiri's descendents came to be known as Ngāti Whātua o Ōrākei. [Refer Section 10 of the Ōrākei Act 1991]. Over time other Ngāti Whātua people came to occupy much of the Kaipara. After 1840 the Crown purchased land from the Ngāti Whātua people in Tāmaki Makaurau and in the Kaipara.

However there is an alternative account of events which is advanced by members of Te Taoū tuturu. They assert that the invasion and conquest was undertaken by Te Taoū, led by Waha akiaki, who were not part of Ngāti Whātua at all. They say the tupuna of this group includes Makawe and her first husband Marua Nuku and that they have a quite different whakapapa to the Te Taoū group in Ōrākei. They are today deeply aggrieved first because land they claim was theirs was sold by others, and secondly because they say they have never received recognition as a distinct iwi by the Crown, the Courts or the Waitangi Tribunal. Because they have challenged the right of those who sold land Te Taoū tuturu regarded as theirs, Te Taoū tuturu has been become rather ostracised.

It is not easy today to establish the relationship of those who took part in the invasion over 250 years ago and it is impractical if not impossible to determine who the true owners were of every block that was sold 150 years ago. The Crown is bound by the decisions of the Courts in any event. As the Crown can only be expected to provide redress once, the answer must be to ensure that both parties claiming rights share the utunga. I understand both Ngāti Whātua o Kaipara ki Te Tonga and Te Runanga o Ngāti Whātua regard Te Taoū tuturu as beneficiaries. Provided they are beneficiaries I cannot see the Crown has any further responsibility for the land sales. On the question whether the Crown prejudiced Te Taoū tuturu by failing to recognise its identity distinct from Ngāti Whātua, the Waitangi Tribunal said:

'...the claim, that the Crown caused or contributed to the erosion of Te Taoū identity is not well founded because Te Taoū continues to exist a recognised kin group, even though some of its members may be unaware of all their kin connections.' (Page 331, Kaipara Report). I consider the Crown is obliged to respect the view of the Tribunal.

Finally, I have been informed it is Te Taoū tuturu's hope that eventually the different Te Taoū branches can come together again under the Te Taoū banner. That is for them all to decide and is for the future. For the present I suggest that the Crown:

- acknowledges that Te Taoū tuturu has a different whakapapa to the Te Taoū of Ngāti Whātua o Ōrākei;
- ensures that Te Taoū tuturu are beneficiaries of Ngāti Whātua o Kaipara ki Te Tonga and Te Runanga o Ngāti Whātua;

- encourages Ngāti Whātua o Kaipara ki te Tonga and Te Runanga o Ngāti Whātua to acknowledge and respect the different whakapapa of Te Taoū tuturu and its distinct identity;
- makes a contribution of **\$100,000** to Te Taoū tuturu so that it can continue to explore its origins and enhance its relationship with the Te Taoū of Tuperiri descent.

Next steps

1. It would be helpful to me, to the Government, and to other iwi/hapū if some indication could be given to me within say two weeks whether it is likely your iwi/hapū is likely to want to take the proposal further.
2. Those iwi/hapū with a Crown-recognised and undisputed mandate (**Waikato, Te Runanga o Ngāti Whātua, Te Kawerau ā Maki, Ngāti Whātua o Kaipara ki te Tonga and Ngāti Whātua o Ōrākei**) may, if they wish, now enter into direct negotiations to move to an AIP.
3. Those with a disputed mandate (**Hauraki**) or no mandate to engage with the Crown (**Ngāti Manuhiri, Ngāti Rehua, Ngāti Te Ata, Ngāti Tamaoho, Ngāi Tai, and Te Akitai**) are invited to request Te Puni Kōkiri (TPK) to organise a Hui a Iwi so that the members can decide whether to take the proposal further and if so to elect 'interim negotiators' who shall:
 - engage on an interim basis with the Crown;
 - maintain the iwi/hapū membership roll;
 - campaign for members who whakapapa to the iwi/hapū;
 - assemble and deliver to the Crown the list of wāhi tapu sites;
 - work cooperatively with other iwi/hapū and the Crown on the structure of **Te Māori o Kaipara, Te Māori o Tāmaki Makaurau and Te Māori o Hauraki** as applicable;
 - finalise the structure to administer the affairs of the iwi/hapū (which structures must be approved by the Crown). The Office of Treaty Settlements and TPK will provide advice on possible models;
 - report back progress regularly to iwi/hapū member and hold a further series of hui with the assistance of TPK to confirm a formal mandate to engage with Crown. (**Hauraki and Hauraki (Marutūāhu)** as an alternative, if both agree and agree to be bound by the outcome, could proceed with the current review of the mandates).

Formal confirmed mandates recognised by the Crown must be in place before any AIP is put to members for approval. The Crown will ensure there is reasonable funding for this purpose. I hope that those holding mandates will cooperate with TPK.

4. The Office of Treaty Settlements will investigate setting up a small dedicated team for the negotiation with iwi/hapū.

Indicative timeline

If my Proposal is considered acceptable then I suggest the following indicative timeline.

Milestone	Target date for completion
TPK-facilitated Hui a Iwi (for some)	end July 2009
Formal mandating process (for some)	end October 2009
Negotiations with Crown to AIPs	end October 2009
AIPs approved by iwi/hapū members	mid December 2009

Any AIP should include details of the agreed cultural redress including wāhi tapu and other sites of great importance, and the agreed commercial redress. However it will not be necessary to have agreed on post settlement governance structures at that stage.

Impact of decision by an iwi/hapū not to proceed

If a group elects not to take the proposal to the next stage the offer will remain open until the Crown gives notice of withdrawal. Pending such notice the utunga shall increase by the CPI increase each year. Places will be reserved on Te Māori o Kaipara, Te Māori o Tāmaki Makaurau and Te Māori o Hauraki as the case may be.

Annex One: Redress Summary

IWI/HAPŪ	PROPOSED REDRESS
NGĀTI WAI Ngāti Manuhiri	RFR through Te Māori o Kaipara Indicative utunga: \$6.5m Possible access to forest rentals (\$1m)
Ngāti Rehua	RFR through Te Māori o Kaipara Indicative utunga: \$3m
NGĀTI WHĀTUA Te Runanga o Ngāti Whātua	Shared harbour and catchment waters and RFR through Te Māori o Kaipara Indicative utunga: \$5m
Ngāti Whātua o Kaipara ki te Tonga	Shared harbour and catchment waters and RFR through Te Māori o Kaipara Indicative utunga: \$21.5m Access to forest rentals (\$20m)
Ngāti Whātua o Ōrākei	Shared maunga, harbours etc and RFR through Te Māori o Tāmaki Makaurau (no longer exclusive) Naval housing purchase as revised Indicative utunga: \$18m
TE KAWERAU Ā MAKI	Shared maunga, harbours etc and RFR through Te Māori o Tāmaki Makaurau Indicative utunga: \$6.5m Access to forest rentals (\$9m)
TAINUI Waikato	Shared maunga, harbours etc and RFR over Waiuku North and South Blocks and East Wairoa Block and through Te Māori o Tāmaki Makaurau Indicative utunga: \$25m in raupatu land or cash
Ngāti Te Ata	Shared maunga, harbours etc and RFR through Te Māori o Tāmaki Makaurau Indicative utunga: \$5m Gift of ngā urupā Interests in Raupatu utunga held by Waikato Tainui

IWI/HAPU	PROPOSED ADDRESS
TAINUI (cont) Ngāti Tamaoho	Shared maunga, harbours etc and RFR through Te Māori o Tāmaki Makaurau Indicative utunga: \$5m Interests in Raupatu utunga held by Waikato Tainui
Ngāi Tai	Shared maunga, harbours etc and RFR through Te Māori o Tāmaki Makaurau Indicative utunga: \$5m Interests in Raupatu utunga held by Waikato Tainui
Te Akitai	Shared maunga, harbours etc and RFR through Te Māori o Tāmaki Makaurau Indicative utunga: \$5m Interests in Raupatu held by Waikato Tainui
HAURAKI Hauraki (for interests outside Tāmaki Makaurau and Kaipara)	RFR through Te Māori o Hauraki Indicative utunga: \$53m Access to forest rentals (\$18m) Access to farmland Whenuakite
Hauraki (Marutūāhu) (for interests in Tāmaki Makaurau and Kaipara)	RFR through Te Māori o Hauraki Indicative utunga: \$22m Access to forest rentals (\$10m)

Annex Two: Indicative utunga by iwi/hapū with strong affiliations today

Ngāti Wai	\$m	Ngāti Whatua	\$m	Tainui	\$m	Hauraki	\$m
Ngāti Manuhiri	6.5	Kaipara ki te Tonga	21.5	Waikato	25.0	Coromandel-Hauraki	53.0
Ngāti Rehua	3.0	Te Runanga o Ngāti Whatua	5.0	Te Kawerau ā Maki	6.5	Hauraki Marutuahu	22.0
		Ngāti Whatua o Ōrakei	18.0	Ngāti Te Ata	5.0		
				Ngāti Tamaoho	5.0		
				Ngāi Tai	5.0		
				Te Akitai	5.0		
	9.5		44.5		51.5		75.0
		<i>Te Roroa</i>	<i>11.0</i>				
		<i>Te Uri o Hau</i>	<i>18.0</i>				
	9.5		73.5		51.5		75.0
CFL Rentals							
Mangawhai Sth	1.0	Woodhill	20.0	Riverhead	9.0	Maramarua, Kauaeranga, Tairua, Whangapoua	28.0
		<i>Pouto and Mangawhai Nth</i>	<i>1.6</i>				
	10.5		95.1		60.5		103.0

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QUESTIONS AND ANSWERS

Is this a Crown Offer or a Proposal from Sir Douglas?

This is a proposal from Sir Douglas that has been endorsed by Ministers as a sensible way to unblock the impasse preventing Treaty settlements in the Tāmaki Makaurau Region, including Kaipara and Hauraki.

Are the quantum figures fixed or open to negotiation?

The quantum figures reflect Sir Douglas' view (endorsed by Ministers) of what is a fair offer relative to the value of settlement offers made to other claimant groups. If claimant groups want to question these offers then they would need to demonstrate that their offers are not in fact fair, relative to those other settlement offers.

Will there be the opportunity to secure additional payments such as social and cultural revitalisation payments?

The Government has decided that it will not make such payments as part of Treaty settlements.

Does an agreement to proceed bind a group to the terms of this Proposal?

No, an agreement to proceed would mean that negotiations will continue on the detailed redress packages for each group – including the collectively held redress - based on the parameters set out in the Proposal. No claimant group would be bound until its negotiations are completed and a deed of settlement has been ratified by its members and brought into force by Parliament.

Why are there not more commercial Crown properties available for transfer at settlement – not even landbanked properties?

The transfer of commercial properties to individual Iwi raises issues of manawhenua and exclusivity which are likely to impede the movement of all claimant groups to settlement. Any claimant groups who want to make a case for specific properties would need to demonstrate how these transfers can occur in a way that is consistent with the collective settlement Proposal.

How much room is there to move on cultural redress?

The Proposal sets out the key elements of cultural redress that would be the subject of negotiation. The collective redress, in particular over wahapu/harbours, will require significant detail to be worked out in negotiation. All collective and individual cultural redress will need to be consistent with existing Crown policy.

What if a claimant group decides not to proceed on the basis of the Proposal?

An assessment will be made in light of responses received and clear support will be needed. If a claimant group decides not to proceed at this stage, then:

- the quantum offer will remain on the table until the group decides it does want to proceed;
- the development of collective redress instruments will take account of the interests of any group that elects not to participate at this stage, for instance by ensuring that there is a place for them at the collective table when they do wish to proceed.

When and how do we need to get back to you?

The Crown is ready to begin negotiating immediately. We suggest that all claimant groups should aim to provide an initial response to Sir Douglas within two weeks and a formal response by the end of July. Formal responses should be communicated to Sir Douglas Graham in the first instance, and should be copied to the Minister for Treaty of Waitangi Negotiations.

Can we see the Cabinet decision authorising this Proposal?

In the interests of transparency, the Office of Treaty Settlements will make the relevant Cabinet Paper available to all participating claimant groups.

What if we have more questions or want more information?

Any requests for further information on the Proposal should be directed in first instance to Sir Douglas or to Michael Dreaver. They are also available to meet with claimant groups before they make their decision.

What is the status and role of interim negotiators?

Interim negotiators would be appointed for those groups that do not currently have formally mandated negotiators. They would hold their position until confirmed or replaced through an orthodox mandate process, which would need to take place as soon as possible; and in any case would need to be completed before any Agreement in Principle could be signed.

For Hauraki the interim negotiators would hold their position until either the current mandate review has been completed or until a new mandate process has been completed.

The key role of the interim negotiators would be to represent their claimant group in negotiations for collective and specific redress. For collective redress this would mean that their group was able to participate from the start in discussions on how the collective mechanisms (cultural and commercial) could best operate.

The interim negotiators (like all negotiators) would be accountable to their members and would be expected to report regularly to them. The precise scope of their responsibilities would be defined by their members when they were appointed.

How soon could we be in negotiations?

Negotiations could begin by the end of July.

When do you expect to have an AIP?

With goodwill from all parties, an Agreement in Principle for each group could be completed by the end of the year.

Do all groups need to proceed at the same speed?

Ideally, all groups will proceed simultaneously. It may be that the sub-regions of Kaipara, Tāmaki Makaurau and Hauraki can proceed at different speeds but there will need to be care to ensure that redress for any groups with interests across more than one sub-region is co-ordinated.

How can OTS suddenly manage to do all these new negotiations after we have heard they are overstretched already?

The latest budget provided additional funding to help OTS to meet the costs of negotiations such as these.

What funding is available for claimant groups to participate in these negotiations?

The Crown will fund negotiations consistent with its claimant funding guidelines. Some claimant groups have already been allocated funding by OTS. The Crown Forestry Rental Trust is also funding some of the claimants and will work with those claimants (and any other forestry claimants who are not being funded) to ensure that they have appropriate funding for these negotiations.

What role will Sir Douglas play in the negotiations?

To this stage, Sir Douglas has acted as Crown Facilitator rather than Crown Negotiator. He has agreed to play an ongoing role in the negotiations.

Why can't we have ownership of the maunga?

The issue of exclusive ownership was a point of contention in the Agreement in Principle with Ngāti Whātua o Ōrakei. Redress involving management helps reduce disputes over manawhenua that have prevented progress on Treaty settlements in this region. If all claimants with an interest in the maunga wish to approach the Crown with a consensus view on how to enhance the proposed redress over the maunga, the Crown would consider this in good faith but any alternative would need to be consistent with Treaty settlement policy.

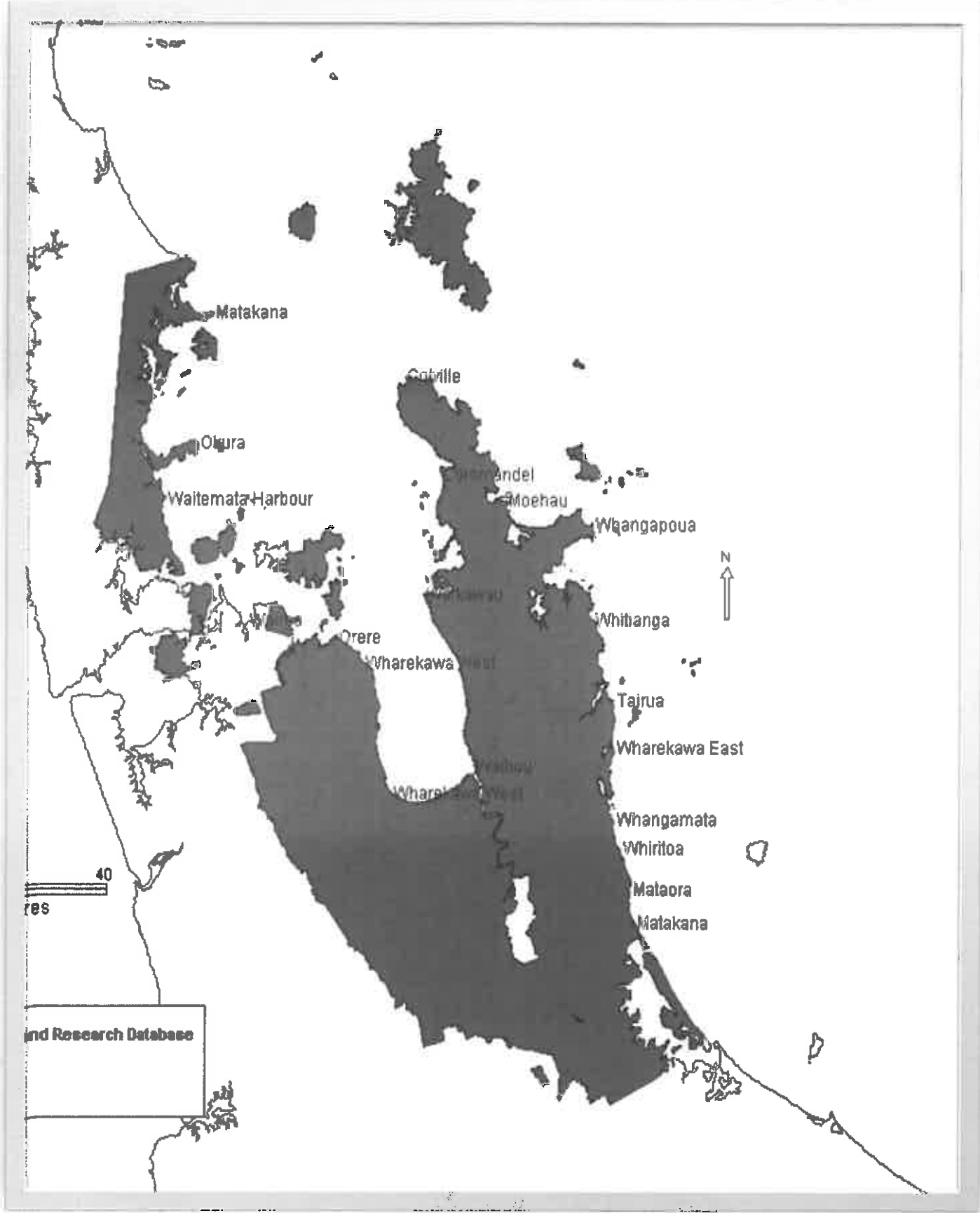
Can specific redress be transferred to a hapū?

Yes.

Can hapū redress be managed by an Iwi?

Yes, subject to the support of that hapū.

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INCORPORATED SOCIETIES A



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Declaration by a Member of a Society, or a Solicitor that the Alteration of the Rules of the Society

I, (1) *BONI RENATA* of (2) *MANAIA, COMMANDER*,
(3) *KAIARUHINA* do solemnly and sincerely declare

- as follows -
- 1 That I am a (4) *MEMBER OF THE SOCIETY*
- 2 That the alteration of the rules of (5) *NGATI WHANAUANGA*

Incorporated as set out in the document marked A hereto annexed (6) has been made in accordance with the rules of the Society

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths and Declarations Act 1957

Signed (7) *Boni Renata*

Declared at *Coromandel* this *21st* day of *MAY* 19 *93*
before me

COROMANDEL
21 MAY 1993

COROMANDEL
MAY 1993

(8) A Justice of the Peace Post Master Solicitor, Notary Public or other person authorised to take a Statutory Declaration

- NOTES
- (1) Full name of the person making the declaration
 - (2) Place of abode e.g. Wellington or Dunedin
 - (3) Occupation e.g. Driver or Cleaner or Clerk
 - (4) State whether you are a member of the society or its solicitor
 - (5) The full name of the society
 - (6) The document attached must have written upon it a capital A plus the following

This is the document marked A referred to in the annexed declaration of (1)
made at _____ this _____ day of _____ 19 _____ before me '

- This will be completed and signed by the person taking the statutory declaration (refer to note 8 below)
- (7) To be signed by the person making the declaration
- (8) Statutory Declarations can only be taken by persons specially authorised for the purpose The JP etc. must sign here and complete the exhibit note referred to in note (6) above

1. NAME

The name of the Society is Ngati Whanaunga Incorporated.

It has been unanimously decided at the Annual General Meeting of the above Society held on the 9th April 1993, at Manaia Marae, that the following rules and objectives be altered.

1. That rule 3. OBJECTS:

- (v) To employ any person body or society and pay reasonable remuneration for such services.

be amended by adding as sub-section (1) the following:

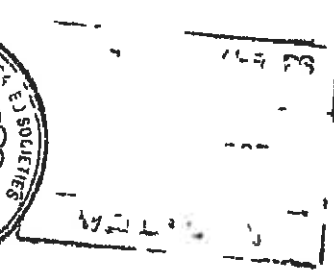
"Provided - no member or person associated with a member of the organisation shall derive any income, benefit or advantage from the organisation where they can materially influence payment of the income, benefit or advantage.

Except where that income, benefit or advantage is derived from:

- a Professional services to the organisation rendered in the course of business, charged at no greater rate than current market rates; or
- b Interest on money lent at no greater rate than current market rate"
2. That rule 8. OFFICERS

- (b) In the event of any Officer of the Society retiring or being unwilling or unable to act as an Officer he or she shall be replaced by a member of the society selected by a majority of Executive, and such person shall continue in office until the next Annual General Meeting.

be amended by deleting Annual General Meeting and substituting Tri-Annual General Meeting



3. That rule 9. EXECUTIVE

The affairs of the Society shall be administered by an Executive Committee of six members who shall include the Chairperson, Secretary, or Secretary/Treasurer all of whom shall be elected at the Annual General Meeting. Three (3) people present at any meeting shall form a quorum of the Executive. The Chairperson shall have the casting vote.

be amended be deleting the word six and substituting with active.

be amended be deleting the word Three (3) and substituting with Six (6).

be amended by deleting Annual General Meeting and substituting with Tri-Annual General Meeting.

3. That rule 10. ALTERATIONS TO RULES

The Rules of the Society shall not be altered or added to rescinded unless approved at a special General Meeting of Annual General Meeting of the Society. A vote with a simple majority is required. Notice of Motion to alter, add to or rescind the Rules of the Society shall be given in writing to the Secretary not less than one (1) month before the Special General Meeting or Annual General Meeting to which such Motion is to be submitted.

be amended by adding as sub-section (1) the following:

"No addition to or alteration of the winding up clause or pecuniary profit clause shall be approved without the Inland Revenue Departments approval".

Alteration of rules registered, this	27
day of	May 19 93
<i>[Signature]</i>	
Assistant Registrar of Incorporated Societies Wellington	



Signed: This 21 day, of May 1993.

By: 1. Name: Rodney Renata
Renata
Title: Chairperson

By: 2. Name: Sandra Renata
S Renata
Title: Treasurer

By: 3. Name: Sou Renata
Ken Renata
Title: Secretary



Maureen's family would like to thank and acknowledge the many family and friends from near and far who supported us at this time. To her dear friends, sorry we did not have a sign interpreter for you at the service. To Lance and Brent from Davis for taking care of Mum. To Rae Hildreth for conducting a beautiful service. To Julie and team from Aranui Respite Care. To Maureen's neighbours who let us park in their driveways. Thanks for the cards, flowers and phone messages received. God bless one and all for your love and support at this time.

TANGAERE, Tom Tom.
23 November 1983 - 11 November 2010. The family of Tom would like to express our sincere thanks and appreciation, to all our many family and friends that travelled from near and afar. And for giving their time, support and sympathy during our loss. To the fireman and three young boys that were first on the scene, thank you very much for helping the boys. To the police, fire brigade, ambulance drivers all those that assisted at the accident thank you all. A special thank you to Waitakere Funeral Services for their love, support, sympathy and for preparing Tom to travel home to the East Coast. To the Auckland Hospital Emergency Department thank you for looking after the two boys while we were away. A very big thank you to one and all.

PUBLIC NOTICES

ADVERTISEMENT CONCERNING APPLICATION BY INDIVIDUAL FOR SALESPERSON'S LICENCE

Section 39, Real Estate Agents Act 2008 Real Estate Agents Authority 1, Richard Antony Jacobs of 21 Millisle Place, Donnemora, Auckland am applying to the Registrar of the Real Estate Agents Authority for an agent's licence under section 38 of the Real Estate Agents Act 2008. Any person who wishes to object to the granting of a licence to the applicant must give notice of the objection to the Registrar not later than 14 days after the date of the second publication of this advertisement, which is Friday 11th March. The notice of objection must include a statement of the grounds on which the objection relies. Further details on grounds and other requirements for making an objection can be found at www.reaa.govt.nz or contact the Real Estate Agents Authority on 0800forREAA (0800 367 7322).

Richard Antony Jacobs

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Ngaati Whanaunga - Mandate Hui - Treaty Settlement Negotiations

The people of Ngaati Whanaunga gave mandate to interim negotiators on 25 November 2009 to represent their overall tribal interests in the Hauraki, Taamaki Makaurau and Kaipara regions in comprehensive Treaty of Waitangi settlement negotiations with the Crown. A further mandating process is required to mandate negotiators and the Iwi Authority 'Ngaati Whanaunga Incorporated Society' for Ngaati Whanaunga. The hui will seek to inform and answer questions on the Treaty negotiations process.

Mandate hui have been scheduled as follows:

DATE	TIME	VENUE
Sun, 27th March	10am - 1pm	Te Kura Kaupapa Maori o Nga Maungarongo, 140 Haverstock Rd, Sandringham, AUCKLAND
Sun, 27th March	5pm - 8pm	Waikato University, S Block Ground Floor - Room 3, Gate 1, Knighton Rd, HAMILTON
Mon, 28th March	5pm - 8pm	Thames War Memorial Civic Centre 200 Mary Street THAMES
Tue, 29th March	5pm - 8pm	Coromandel Council Building, 355 Kepanga Rd, COROMANDEL

Kaupapa: Mandate hui has been called by Ngaati Whanaunga Incorporated Society to seek mandate for a comprehensive Treaty of Waitangi settlement negotiations with the Crown.

- Agenda:**
- Mihiwhiri - Karakia
 - Presentation of Treaty negotiations progress and mandate proposal
 - Questions and answers
 - Voting on resolutions
 - Karakia - Whakamutunga

Voting: All people of Ngaati Whanaunga descent are encouraged to attend. Eligible voters will be all persons 18 years or older who whakapapa to Ngaati Whanaunga. Voting will be by show of hands at the hui, and no proxy votes will be permitted.

Resolutions: 'That Ngaati Whanaunga Incorporated Society is the mandated body representing Ngaati Whanaunga in comprehensive negotiations to settle Ngaati Whanaunga historic treaty claim'

'That Rodney Penate and Tira Campain are reconfirmed as negotiators for Ngaati Whanaunga in negotiations with the Crown regarding the comprehensive settlement of Ngaati Whanaunga historic treaty claims'

For further information contact:
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07-869-0102 or 07-866-7229
Email: admin@ngaatiwhanaunga.maori.nz

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1st Notices Sect 19 (4) Heaan Food Ltd District Licensing Agency of North Licence in respect to the premises Albany and trading as Hancock. G business to be conducted under the in which and the hours during whi under the licence are Mo to Su 10a Sect 19 (4) Ellce Road Cafe Ltd he District Licensing Agency of North Licence in respect to the premises: Glenfield, North Shore and trad Restaurant. The general nature of under the licence is cafe & restaurc hours during which liquor is intende are Mo to Su 7am to 12am. Sect 19 made an application to the Distrc shing for the grant of an On Licen situated at 171 The Promenade, T Promenade Bar & Cafe. The generc conducted under the licence is a ca hours during which liquor is intende are interior. At any time on any Theatre & Conference Centre is in us 9pm. Courtyard Mo to Su 8am to 9p Sect 19 (4) Let's Ltd has made an applic Agency of North Shore for the grant the premises situated at 171a Willie trading as Wolf & Fox, Green Cat business to be conducted under the which and the hours during which under the licence are Mo to Su 7am to Cafe Ltd has made an application to of North Shore for the renewal of an premises situated at Shop 3, 33-45 trading as Jani Organic Cafe. The g conducted under the licence is a restc the hours during which liquor is sold: 7am to 9pm. Sect 18 (3) Q & A Cafes L the District Licensing Agency of Nor On Licence in respect to the premis Albany and trading as Cafe D'Ornc business conducted under the licen which and the hours during which ar are Mo to Su 7am to 10m. The ap during ordinary office hours of the Agency North, Auckland Council, 1 person who is entitled to object and w the application may, no later than the publication of the first notice, file a no with the Secretary of the District Lic Private Bag 92300 Auckland 1142

