



# WHAKATŌHEA

PRE-SETTLEMENT CLAIMS TRUST

**DEED OF MANDATE**

September 2016

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# 1 WHAKATŪWHERA

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## 1.1 INTRODUCTION

- 1.1.1. Te Tiriti o Waitangi – On 27 May 1840 seven (7) Whakatōhea chiefs signed Te Tiriti o Waitangi in Ōpōtiki. Those chiefs were Tauatoro, Takahi, Apоротanga, Rangimatanuku, Rangihaerepo, Ake, and Whakia. This strategy upholds the mana and significance of Te Tiriti o Waitangi, and provides a pathway for Whakatōhea to address historical claims of Crown breaches against Whakatōhea and Te Tiriti o Waitangi.
- 1.1.2. It is widely acknowledged and accepted that Whakatōhea has suffered significantly as a result of various Crown acts or omissions since 1840. “The Whakatōhea Iwi, centred on Ōpōtiki, have claimed that they were prejudicially affected by the actions of the Crown in confiscating their lands in 1860”<sup>1</sup> (Gillings, 1994, p.1).
- 1.1.3. Whakatōhea first attempted to settle the historical Whakatōhea raupatu claims against the Crown in 1996. Since then, for twenty (20) years hapū have lead a hapū driven process aimed at settling with the Crown, once and for all, the historical Treaty of Waitangi claims (the Historical Claims) of Whakatōhea.
- 1.1.4. In August 2003 an interim working party developed a process report known as the Te Ara Tono mō te Raupatu. This report set out a process by which Whakatōhea could re-engage with the Crown to negotiate a settlement of the Historical Claims. This report was adopted by Whakatōhea at a Hui-ā-Iwi on 26 August 2007.
- 1.1.5. Following the adoption of Te Ara Tono mō te Raupatu, a second group known as the Whakatōhea Raupatu Working Party (WRWP) began the work of preparing Whakatōhea to grant a mandate to a representative entity to negotiate the settlement of the Historical Claims. However, the WRWP was not able to finalise a mandating process before Ngāti Ngāhere, Ngāti Rua, Ngāti Patumoana, Ngāti Ira and Ngai Tamahaua hapū withdrew their representatives from the WRWP.
- 1.1.6. In 2010, Ngāti Ira, Ngāti Ngāhere, Ngāti Rua and Ngāti Patumoana regrouped to consider the next steps. This grouping of hapū became known as the Tu Ake Whakatōhea Collective (the Collective). The Collective sought assistance from the Whakatōhea Māori Trust Board (Trust Board) to engage with Iwi members of Whakatōhea (Whakatōhea uri) to identify the most appropriate process by which Whakatōhea could provide a mandate to a representative entity to negotiate the settlement of the Historical Claims. The Trust Board

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<sup>1</sup> Gillings, - Te Raupatu o te Whakatōhea: The Confiscation of Whakatōhea Land 1865-1866.

agreed to provide reasonable assistance in accordance with the terms of its governing legislation.

- 1.1.7. The Collective, with the support of the Trust Board, supported a collective approach, where whānau and hapū were encouraged to work together as Iwi in the context of the settlement of the Historical Claims. Through a robust consultation process, which is detailed further in this document, the Collective sought to educate Whakatōhea uri, marae and hapū on the settlement process and options available to Whakatōhea to settle the Historical Claims.
- 1.1.8. The Collective, with support from the Trust Board, held twenty-three (23) education and consultation hui within the Whakatōhea rohe and around the country in order to ascertain the views of Whakatōhea uri and hapū on these important issues. The overall feedback from participants at those hui was that the information presented gave them a better understanding of the Treaty settlement process, Whakatōhea history, and the options available to Whakatōhea to settle the Historical Claims.
- 1.1.9. As a result of these extensive consultations with Whakatōhea uri, marae and hapū, the Collective has a detailed understanding of how our people wish to proceed to settle the Historical Claims. Consultation meetings and correspondence is detailed further in **Appendix 1**.

## 1.2 **A FRESH APPROACH**

- 1.2.1. A number of groups and associated organisations have, since 1996, sought to engage with Whakatōhea uri and hapū with the ultimate purpose of seeking a mandate from Whakatōhea uri to negotiate the settlement of the Historical Claims.
- 1.2.2. Through extensive consultation, it is clear that Whakatōhea uri are seeking the timely settlement of its Historical Claims. It is also clear that the establishment of a new organisation, for the sole purpose of negotiating a settlement of these Historical Claims, is supported by Whakatōhea uri.
- 1.2.3. Accordingly, it was proposed that a new entity, to be called the Whakatōhea Pre-settlement Claims Trust (the Pre-settlement Trust), should be established to seek a mandate from Whakatōhea uri. It is believed that a new entity, which is appropriately representative of and accountable to Whakatōhea uri, hapū and marae, will be supported by Whakatōhea as the most appropriate entity to pursue negotiations with the Crown.

## 1.3 **TE ARA TONO MO TE RAUPATU**

- 1.3.1. As mentioned in 1.1.4 the Te Ara Tono Mo Te Raupatu Document (Te Ara Tono) was adopted by Whakatōhea at a Hui-a-Iwi on 26 August 2007. The Pre-settlement Trust has

aligned the work program and the recommendations from Te Ara Tono to the best of their ability.

## **2 TE KAUPAPA**

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### **2.1 THE PURPOSE**

2.1.1. This Deed of Mandate formally demonstrates that the Pre-settlement Trust has obtained a durable mandate through a process that was fair, open and transparent to represent Whakatōhea uri in negotiations with the Crown for the comprehensive settlement of all the historical Treaty claims of Whakatōhea. The process is outlined in part D of this document.

2.1.2. The Pre-settlement Trust, on behalf of Whakatōhea, seeks to enter into direct settlement negotiations with the Crown for the comprehensive settlement of all registered and unregistered Whakatōhea Treaty claims. The Pre-Settlement Trust submits this Deed of Mandate to be recognised by the Crown in order for negotiations to formally commence.

### **2.2 THE DEED OF MANDATE**

2.2.1. This Deed of Mandate is set out in four parts.

2.2.2. **Part A** of this Deed of Mandate entitled “*He Kōrero mo Whakatōhea*”:

- a. describes Whakatōhea history as an Iwi;
- b. names the hapū and marae of Whakatōhea;
- c. describes present-day characteristics of Whakatōhea, including population size and associated demographics; and
- d. describes Whakatōhea’s traditional boundary and settlement area.

2.2.3. **Part B** of this Deed of Mandate entitled “*Te Tirohanga Whakamuri*”:

- a. the development of the Deed of Mandate;
- b. details the consultation undertaken with Whakatōhea Uri, hapū, marae and other Whakatōhea groups; and
- c. details the consultation and engagement with neighbouring Iwi

2.2.4. **Part C** of this Deed of Mandate entitled “*The Pre-settlement Trust*”:

- a. describes the Pre-settlement Trust, including how hapū and marae members will be represented on the Pre-settlement Trust;
- b. describes how additional Whakatōhea hapū within the Pre-settlement Trust structure can be identified;
- c. outlines the nomination and election process for trustees of the Pre-settlement Trust (the Trustees);
- d. describes the Pre-settlement Trust's roles, accountabilities, decision making processes, monitoring and reporting requirements to claimants, hapū and Iwi;
- e. outlines the purpose of the Whakatōhea Claims Committee, together with its functions and accountabilities;
- f. outlines the Treaty settlement negotiations framework and how the Pre-settlement Trust will appoint negotiators to negotiate with the Crown for the settlement of the Historical Claims; and
- g. outlines the relationship of the Collective and the Trust Board

2.2.5. **Part D** of this Deed of Mandate entitled "*The Mandate Process*":

- a. Describes the mandate process followed to enable Whakatōhea to vote on whether to accept the Pre-settlement Trust as the mandate body to negotiate the settlement of the Historical Claims

## **PART A: HE KŌRERO MO WHAKATŌHEA**

### **3 WHAKATŌHEA TE IWI**

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#### **3.1 ŌKU TIPUNA - OUR ANCESTORS**

- 3.1.1. Ko Tūtāmure rāua ko Muriwai ngā tīpuna. Whakatōhea members derive their whakapapa through Tūtāmure of the Nukutere waka and Muriwai of the Mataatua waka. "*The union between Tūtāmure and Hineīkauīa laid the foundation for the Iwi of Whakatōhea on the mana whenua (territorial authority) of Te Panenehu and the mana ariki (chiefly authority) of the Mātaatua waka. Over succeeding generations the names Te Wakanui and Te Panenehu were submerged by the new Iwi of Whakatōhea*"<sup>2</sup>(Walker, 2006,p.25).

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<sup>2</sup> Ōpōtiki Mai Tawhiti – Capital of Whakatōhea, Walker, 2006, p. 25.

- 3.1.2. On the eastern boundary at Te Rangi where the Nukutere Waka landed around 1250AD our ancestor Tauturangi disembarked to form one of the original inhabitants of the area, the Te Wakanui people. These were the ancestors of Tūtāmure and his people, the Panenehu. It is said that Tūtāmure’s influence extended to the Motu, however it is evidenced that the eastern and south eastern boundaries of the Whakatōhea rohe were established during the time of Tūtāmure and the Panenehu people. Tūtāmure was responsible for defining the mana whenua (territorial authority) of the eastern and southern boundaries of Te Panenehu.
- 3.1.3. The **Ngāi Tū people** are descendants of **Taarawa** and settled much of the southern, central and northern regions of the Whakatōhea rohe, including the current Ōpōtiki Township. A number of hapū descend from Ngāi Tū, namely, Ngāti Ngāhere, Ngāti Patumoana, and Ngāi Tamahaua. Amongst some of the well-known descendants of Taarawa were Tamakōmutumutu, Hauoterangi, Tahu and Ruamoko.
- 3.1.4. On the western Whakatōhea boundary the Mataatua Waka arrived approximately eight generations after Nukutere. It is here our ancestor **Muriwai** disembarked and stayed in her cave below Kohi Point in Whakatane. This area is made famous because of her strength in saving the Mataatua Waka from floating out to sea with her quote “Kia whakatāne au i ahau”, and is part of the Mataatua legend. We also see through her travels and the influence of her children the emergence of important bloodlines connecting Mataatua.
- 3.1.5. Her eldest son **Repanga** married **Ngāpoupereta** daughter of Ranginui-a-tekohu of the Rangimātoru Waka from Ohiwa. Their first son **Tuamutu** had a union with **Ani-i-waho** daughter of Tairongo, a descendant of Hape (Upokorehe Hapū) while their other son **Ruamatarangi** was an ancestor of **Ruatakena** (Ngāti Rua Hapū). From Muriwai’s other son, **Rangikurukuru** descends the hapū of Ngāti Ira with links to other hapū, Ngāti Ngāhere and Ngāi Tamahaua.
- 3.1.6. Following the battle of Maungakahia involving his uncle Kahungunu, Tūtāmure returned from there and married Hineīkauīa, the daughter of Muriwai which laid the foundation on the western and northern side of Whakatōhea and the mana ariki (chiefly authority) of the **Mataatua** waka. It is from this union that the hapū of Whakatōhea derives its lineage.
- 3.1.7. However, Muriwai is known because of her tenacity and stubbornness, from which Whakatōhea derives its name. Her influence is further reinforced through an incident involving the drowning of her two sons Tanewhirinaki and Koau where the saying “Mai Ngā Kuri a Whareī ki Tihirau” originates. This kōrero references the tapu placed on the area because of the drowning of her sons and respect to Muriwai herself.

## 4 NGĀ HAPŪ ME NGĀ MARAE O WHAKATŌHEA

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### 4.1 NGĀ HAPŪ O WHAKATŌHEA

4.1.1. There are six recognised hapū of Whakatōhea and these are listed below:

1	Ngāti Rua
2	Ngāi Tamahaua
3	Ngāti Patumoana
4	Ngāti Ngāhere
5	Ngāti Ira
6	Upokorehe

4.1.2. These hapū have been recognised for some time and, by way of example, are the hapū of Whakatōhea that were identified when the Trust Board was established in 1952.

4.1.3. During the consultation process, a view has been expressed that the traditional list of Whakatōhea hapū may be too restrictive, and that there may be some merit in establishing a process for additional Whakatōhea hapū who wish to be acknowledged and recognised over time. Accordingly, the Deed of Mandate and the Trust Deed for the Pre-settlement Trust (the **Trust Deed**) provides for a process for additional hapū o Whakatōhea to be recognised and represented on the Pre-settlement Trust.

### 4.2 NGĀ MARAE O WHAKATŌHEA

4.2.1. Whakatōhea has a number of marae within its tribal boundary. The following eight marae are active and functional:

1	Omarumutu
2	Opape
3	Waiaua
4	Terere
5	Opeke
6	Roimata
7	Kutarere
8	Maromahue

4.2.2. As noted above, the eight marae of Whakatōhea are active and functional and have trustees in place that have been approved and registered by the Māori Land Court. The role and responsibilities of marae Trustees are governed by the Te Ture Whenua Māori

Act 1993, however, their principle function is to look after the interests of the marae for the benefit of uri and hapū o Whakatōhea.

- 4.2.3. Whakatōhea hapū and marae have been widely consulted in the development of this deed of mandate and both are provided for in the representative structure proposed for the Pre-settlement Trust. Importantly and as noted above, the Pre-settlement Trust structure sets out a clear process for the recognition and representation of additional Whakatōhea hapū.

## **5 TE MANA TANGATA**

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### **5.1 CLAIMANT DEFINITION**

- 5.1.1. For the purposes of settlement, the Whakatōhea claimant group encompasses the whakapapa of:

- a. The descendants of Muriwai and Tūtāmure; or
- b. Affiliate to one or more of the hapū listed at 4.1..

- 5.1.2. The definition will ensure that only the Historical Claims of Whakatōhea are settled through the settlement and that all Whakatōhea uri, marae and hapū will be entitled to benefit from that settlement.

- 5.1.3. Importantly for us, the Iwi of Whakatōhea is not named after one of our ancestors. Instead, our Iwi takes its name from an event. This is important because, unlike other Iwi, Whakatōhea does not trace descent from one eponymous ancestor. We trace our descent as an Iwi from two key ancestors (being those ancestors referred to in paragraph 3.1 above).

- 5.1.4. The Collective has developed a definition that it considers captures all of the Whakatōhea uri. That definition of Whakatōhea is set out in the Trust Deed. The Pre-settlement Trust Trustees are required to act in the best interests of all uri of Whakatōhea. This mandate strategy is hapū driven and Iwi focussed.

### **5.2 POPULATION**

- 5.2.1. Statistics NZ have completed the new 2013 census data and the Whakatōhea population for 2013 stands at 12,174.

- 5.2.2. The majority of Whakatōhea uri live in the Bay of Plenty (40.2%), followed by Auckland (19.6%), Waikato (10.5%), Wellington (7.81%), Gisborne (4.77%), Manawatu (3.47%), Hawkes Bay (3.2%), Northland (2.48%), Taranaki (1.2%) and in total for the South Island (6.87%) respectively.

5.2.3. Census figures only show those people resident in NZ. The number of Whakatōhea uri is likely to be considerably more than 12,174, with a large number of Whakatōhea uri living elsewhere in the world.

5.2.4. It is also noted, that 90% of Whakatōhea uri do not live within the boundaries of Whakatōhea and there are currently no statistics regarding the number of Whakatōhea uri who live overseas.

### 5.3 **WHAKATŌHEA IWI REGISTER**

5.3.1. A considerable amount of time has been undertaken to update the Whakatōhea Iwi register information on a regular basis. Our current tribal membership (as of 9<sup>th</sup> September 2016), as recorded in the register, totals 12,549 registered members inclusive of tamariki and voting members. These registered members affiliate to hapū o Whakatōhea as follows:

<b>1</b>	Ngāti Rua	3,515
<b>2</b>	Ngāi Tamahaua	2,233
<b>3</b>	Ngāti Patumoana	1,806
<b>4</b>	Ngāti Ngāhere	1,498
<b>5</b>	Upokorehe	1,263
<b>6</b>	Ngāti Ira	<u>2,234</u>
	<b>TOTAL</b>	<b>12,549</b>

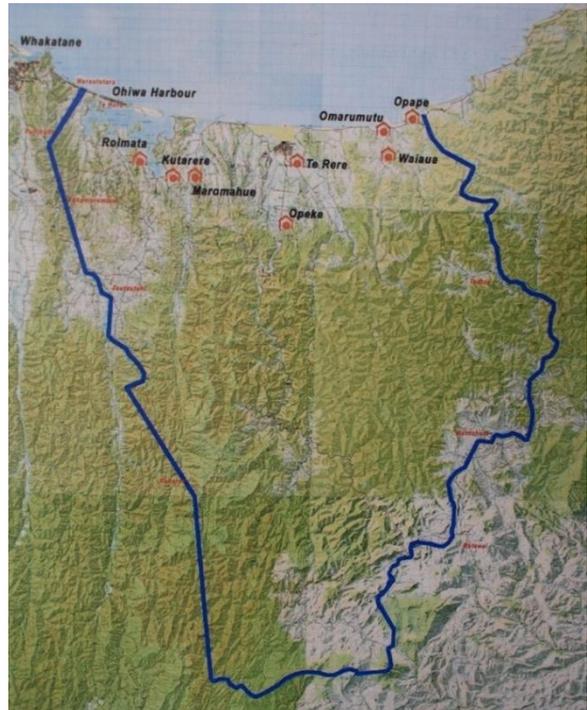
5.3.2. It is important to note that the number of uri registered on the Whakatōhea register aligns closely with the number of Whakatōhea uri identified in the 2013 census.

5.3.3. The Trust Board proposes to provide access to its register of Whakatōhea uri by way of its tribal coordinator to allow the Pre-settlement Trust to communicate directly with a significant proportion of Whakatōhea uri, wherever they reside.

## 6 TRADITIONAL TRIBAL BOUNDARY AND AREA OF INTEREST

### 6.1 Whakatōhea Rohe Whenua:

6.1.1. Commencing at Pakihi, at the mouth of the river along the sea coast to the mouth of the Waiotahe Stream to the mouth of the Ohiwa Harbour to Tehoro (a hill), then turning inland southwards to Puhikoko (a hill) to Pukemoremore (a hill) then to Mapouriki (a hill), at one time a fighting pā. Then descending to Waimana Stream, to Mapouriki; following the Waimana Stream toward its source at Tautautahi along the banks to the mouth of the Pārau Stream; then following Pārau Stream to Tangata-e-roha (a hill) on to Kaharoa (an old settlement); from Kaharoa to Pa Harakeke, a ridge leading towards Maungapohatu to



Maungatāpere descending into the Motu river to Kaitaura falls to Peketutu (a rock); leaving the river and up a ridge to Whakararonga; following the hill tops until it reaches Tipi O Houmea (a peak) descending towards Makomako (a hill) till it crosses Takaputahi Stream to Ngaupokotangata (a mountain) following the ridge to Kamakama; along the ridge to Oroi then turning seawards to Te Rangi on the sea coast; then along the sea coast to the mouth of the Ōpape Stream to Awahou Stream to Tirohanga and back to Pakihi. (Te Hoeroa Horokai and Heremia Hoera)<sup>3</sup>(Jones, 1920, p.22)

6.1.2. The map depicted above sets out the general area of interest and marae of Whakatōhea for the purposes of the settlement of the Historical Claims.

6.1.3. Whakatōhea acknowledges the settlement area of interest overlaps and in some instances is shared with neighbouring Iwi. Shared boundaries exist between Ngai Tuhoe and Ngāti Awa on the Western boundary, Te Aitanga-a-Mahaki on the Southern boundary, and Ngai Tai on the Eastern boundary.

6.1.4. The Pre-settlement Trust will work with neighbouring Iwi to find a solution to these shared interests.

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<sup>3</sup> Jones, Sim Report, 1920, pg 22

## **7 WHAKATŌHEA HISTORICAL CLAIMS**

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- 7.1.1. The Pre-settlement Trust seeks to negotiate and settle all historic Treaty claims of Whakatōhea, whether registered with the Waitangi Tribunal or not, for Crown breaches of Te Tiriti o Waitangi that occurred prior to 21 September 1992.
- 7.1.2. The claims to be settled in full and the claims to be settled so far as they relate to Whakatōhea are set out in **Appendix 2** (Whakatōhea WAI claims).
- 7.1.3. Future and contemporary claims for breaches of Te Tiriti o Waitangi after 21 September 1992 are not included in this Deed of Mandate.

## **PART B: HE TIROHANGA WHAKAMURI**

### **8 TE TIROHANGA WHAKAMURI**

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#### **8.1 The development of the Deed of Mandate**

- 8.1.1. A robust consultation and communications process was undertaken to ensure all those who whakapapa to Whakatōhea had the opportunity to provide their view on the best possible entity to represent them in negotiations for the settlement of their historical Treaty claims.
- 8.1.2. In this regard, consultation was undertaken with:
- a. Uri o Whakatōhea;
  - b. Whakatōhea hapū and marae;
  - c. Other Whakatōhea groups; and
  - d. Iwi with overlapping interests.

#### **8.2 Hui with ngā uri o Whakatōhea**

- 8.2.1. Over the course of five years (2011-2016), meetings with hapū, and marae such as Ngāti Rua, Ngāti Patumoana, Ngāti Ngāhere, Ngāi Tama, Te Upokorēhē, Ngāti Ira, Te Upokorehe Treaty Claims Trust (**TUTCT**), the WRWP and marae listed in 4.2.1, were held, and information relating to the proposed settlement, mandate process and Pre-settlement Trust was presented to meeting attendees. Summary of the engagement with other entities is set out in the Whakatōhea Consultation Report attached at **Appendix 3**.
- 8.2.2. Between 2011 and 2016, a number of hui were held with marae and hapū, throughout the motu. These information hui were held in various cities and presentations, comprising information relating to the proposed mandate process and the Pre-settlement Trust was explained. Presentations were undertaken with groups in the following centres:

- a. Taumata Kaumātua, Ōpōtiki 8 March 2013
- b. Whakatāne on 14 March 2013
- c. Gisborne on 18 March 2013
- d. Tauranga on 19 March 2013
- e. Rotorua on 20 March 2013
- f. Auckland on 21 March 2013
- g. Whangarei on 26 March 2013
- h. Wellington on 27 March 2013
- i. Christchurch on 3 April 2013
- j. Haahi Ringatū Church, Ōpōtiki 12 April 2013
- k. Ngāti Rua Hapū, 6 May 2013
- l. Hamilton on 7 May 2013
- m. Ngāti Patumoana Hapū, 17 May 2013
- n. Pirihi Whānau Reunion, Ōpōtiki 2 June 2013
- o. Ngāti Ira Hapū, 6 June 2013
- p. Turangi on 9 June 2013
- q. Hastings on 10 June 2013
- r. Te Kaha, on 9 October 2013
- s. Ōpōtiki, on 10 October 2013

8.2.3. These hui were well attended and members agreed with the work completed to support obtaining a mandate to negotiate the settlement of the Historical Claims. Ngā uri o Whakatōhea recognised the history associated with the Trust Board's involvement in settlement negotiations and were supportive of the creation of a new entity, which would be responsible for Treaty settlement negotiations with the Crown. The Pre-settlement Trust was proposed to be the new entity.

8.2.4. To further strengthen this approach, a draft of the mandate strategy was presented to the Iwi on the 11 November 2014 for feedback and submission. 146 submissions were received with 83.56% (122) in full support, 3.43% (5) partial support with amendments and 13.01% (19) not in support. In light of this process, several changes were made to the draft mandate strategy.

8.2.5. It is important to note that this process went above and beyond Crown policy requirements.

### 8.3 Hui with Iwi with overlapping interests

8.3.1. Hapū have met with Iwi with overlapping interests throughout the mandate strategy consultation and communications process. The Pre-settlement Trust will ensure these meetings continue. Hui have been held with:

- a. Ngāi Tuhoe; and
- b. Ngāi Tai.

## PART C: THE MANDATED BODY

### 9 THE WHAKATŌHEA PRE-SETTLEMENT CLAIMS TRUST

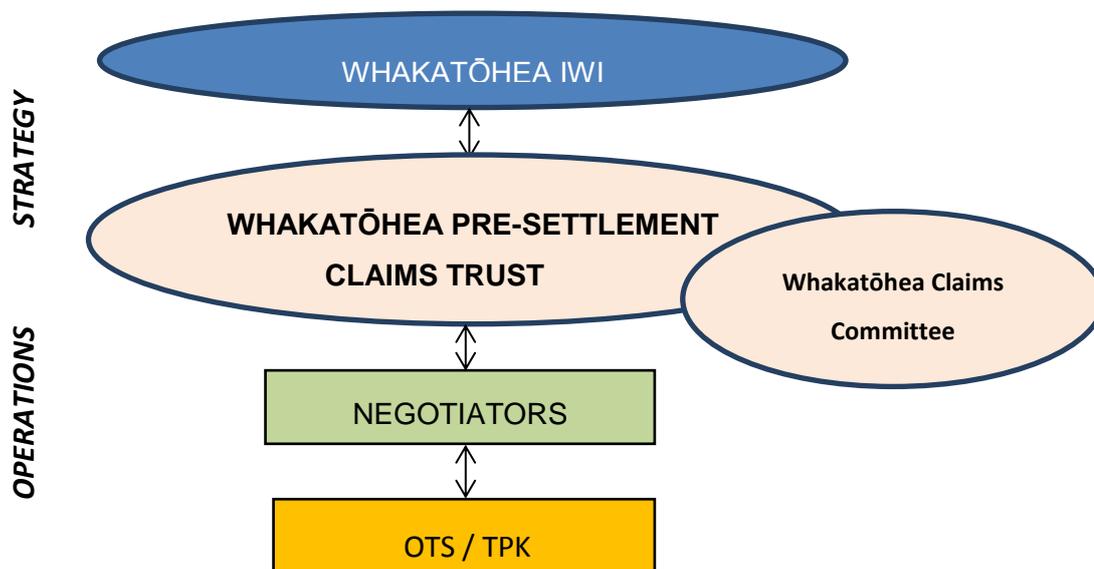
9.1.1. The mandated body for the purpose of negotiations is the Pre-settlement Trust. The Pre-settlement Trust is a private trust that was established pursuant to rules that ensure it remains representative of and accountable to the Whakatōhea Iwi. The rules are set out in the Trust Deed for the Pre-settlement Trust (the **Trust Deed**). A copy of the Trust Deed is attached at **Appendix 4**.

9.1.2. The Pre-settlement Trust will operate until such time as a Settlement has been reached and a new Post-Settlement Governance Entity is established for the Iwi of Whakatōhea.

9.1.3. The Trust Deed also provides for a committee of hapū delegates and WAI claimants (as defined in the Trust Deed) to provide non-binding advice and recommendations to the Pre-settlement Trust. This committee is called the **Whakatōhea Claims Committee**.

### 9.2 STRUCTURE OF THE PRE-SETTLEMENT TRUST

9.2.1. The diagram below sets out the proposed structure for the Pre-settlement Trust:



- 9.2.2. By way of summary of the diagram:
- 9.2.3. The Whakatōhea Iwi is a collective of hapū who represents the views and interests of all Whakatōhea members no matter where they reside.
- 9.2.4. The Whakatōhea Iwi represents both registered and non-registered members of Whakatōhea.
- 9.2.5. The Pre-settlement Trust is representative of, and accountable to, the Whakatōhea Iwi (through ngā uri, hapū and marae).
- 9.2.6. The Pre-settlement Trust comprises hapū and marae trustee representatives and one member from the Trust Board.
- 9.2.7. The Whakatōhea Claims Committee will comprise representatives of hapū, named WAI claimants and members of the Kaumātua Kaunihera. This Committee will provide non-binding advice and recommendations to the Pre-settlement Trust.
- 9.2.8. The Pre-settlement Trust will appoint, and monitor the performance of negotiators.
- 9.2.9. The negotiators will negotiate directly with the Crown (primarily the Office of Treaty Settlements and also Te Puni Kōkiri and other Crown agencies) for the settlement of the Historical Claims.

### 9.3 **MARAE REPRESENTATION**

- 9.3.1. There are eight marae of Whakatōhea which are active and functional and have trustees in place that have been approved and registered by the Māori Land Court. The role and responsibilities of marae Trustees are governed by the Te Ture Whenua Māori Act 1993, however, their principle function is to look after the interests of the marae for the benefit of uri and hapū o Whakatōhea.
- 9.3.2. Each of the eight marae listed in paragraph 4.2. can appoint one (1) Trustee to sit on the Pre-settlement Trust.
- 9.3.3. Appointment of marae trustees was made in writing outlining the following:
- a. Date of marae trustee meeting held;
  - b. Minutes of meeting outlining motion for appointment of member;

### 9.4 **HAPŪ REPRESENTATION**

- 9.4.1. This Deed of Mandate acknowledges Whakatōhea members who are a direct descendent of a Whakatōhea ancestor as described at paragraph 3.1.1.

- 9.4.2. Hapū play a pivotal role in the negotiations with the Crown as they represent whānau who have been adversely affected from past confiscations and loss of life.
- 9.4.3. As acknowledged in paragraph 4.1.1. hapū have been recognised for some time and, by way of example, are the hapū of Whakatōhea that were identified when the Trust Board was established in 1952.
- 9.4.4. As outlined in paragraph 4.1.3, a process for additional Whakatōhea hapū who wish to be acknowledged and be represented on the Pre-settlement Trust has been established and is described below.
- 9.4.5. The steps for recognising additional Whakatōhea hapū within the Pre-settlement Trust structure include the following:
- a. Individuals, whānau or groups (Requesting Group) request to the Pre-settlement Trust to be acknowledged as an independent hapū on the Pre-settlement Trust.
  - b. The Requesting Group must then present their historical evidence to all hapū (via hapū committees) for consideration.
  - c. All established hapū must assess the request fairly, with consideration that the Requesting Group:
    - i. Descends from a Whakatōhea Ancestor;
    - ii. Has active, functioning marae;
    - iii. Belongs to, or associates with, a maunga (mountain) and awa (river); and
    - iv. Is recognised as a functioning hapū of Whakatōhea
  - d. Each hapū committee will make a recommendation to either approve or decline the request to the Pre-settlement Trust, to be tabled by the Hapū Representative.
  - e. More than 50% (initially four (4) out of six (6)) of hapū approval is required for the request to be accepted, and the Requesting Group can therefore follow the process below to appoint a hapū representative on the Pre-settlement Trust.
  - f. 50% or less (initially three (3) out of six (6)) of hapū approval will result in a decline of the request, and the Requesting Group will be encouraged to re-present their evidence to hapū for re-consideration.
- 9.4.6. One (1) hapū trustee shall be elected from each of the six hapū listed in 4.1.1.
- 9.4.7. Should additional hapū to the six listed at 4.1.1 be recognised as a result of the process described above, a hapū seat will be available for that hapū on the Pre-settlement Trust.
- 9.4.8. An election process for additional hapū will need to be undertaken.

9.4.9. Hapū members are encouraged to be a part of the election process as well as the Whakatōhea Claims Committee process on all matters of Treaty settlement.

9.4.10. Claimants who have a claim will be encouraged to discuss their claim with the hapū of Whakatōhea who could be directly affected.

## 9.5 THE TRUSTEES

9.5.1. The Pre-settlement Trust consists of fifteen (15) Trustees made up of:

- a. One (1) Trustee elected from each of the six hapū listed in paragraph 4.1.1; (sum total being 6 Trustees) and
- b. One (1) Trustee appointed from each of the eight functional marae as listed in paragraph 4.2.1; (sum total being 8 marae Trustees) and
- c. One (1) Trustee appointed by the Whakatōhea Māori Trust Board.

9.5.2. The process for the representation, replacement and removal of the trustees is provided for in clause 6.4. of the Trust Deed.

9.5.3. The Trustees were elected and appointed pursuant to the process outlined in clause 6.4 of the Trust Deed. The Collective engaged a third party elections company, Elections Services, to run the elections for the hapū representatives in accordance with the Trust Deed requirements. The trustees elected and appointed are:

- a. David Ngatai – Ngai Tamahaua hapū;
- b. Mandy Mereaira Hata – Ngāti Rua hapū;
- c. Graeme Riesterer – Ngāti Patumoana hapū;
- d. Mana Pirihi – Ngāti Ngahere hapū;
- e. Sarah Kurei – Ngāti Ira hapū;
- f. Muriwai Kahaki – Upokorehe hapū;
- g. [TBC] – Opape marae;
- h. Frank Porter – Omarumutu marae;
- i. [TBC] – Waiau marae;
- j. Tahu Taia – Terere marae;
- k. Jason Kurei – Opeke marae;

- l. Keita Hudson – Maromahue marae;
- m. Bruce Pukepuke – Kutarere marae;
- n. [TBC] – Roimata marae;
- o. [TBC] – Whakatōhea Māori Trust Board.

9.5.4. The removal and replacement of Hapū Trustees is provided for in the Trust Deed. Hapū Trustees are elected by Hapū and will hold office for a term of 3 years.

9.5.5. The trustees of each marae, will appoint and remove their Marae Trustee by notice in writing to the Pre-settlement Trust. Marae Trustees are appointed by their Marae Committee and will hold office for a term of 3 years.

9.5.6. The Whakatōhea Māori Trust Board will appoint and remove their Trustee by notice in writing to the Pre-settlement Trust. The Whakatōhea Māori Trust Board Trustee is appointed by the Trust Board and will hold office for a term of 3 years.

9.5.7. The Trust Deed provides further detail regarding when a Hapū Trustee ceases to hold office, including if he or she:

- a. Resigns in writing;
- b. Fails to attend three (3) consecutive meetings of the Trustees without a leave of absence;
- c. Is or becomes bankrupt;
- d. Is or has ever been convicted of a crime involving dishonesty;
- e. Fails to meet the requirements for registration as an officer of charitable entity under the Charities Act 2005; or
- f. Dies.

## **10 GOVERNANCE AND DECISION-MAKING**

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### **10.1 GOVERNANCE**

10.1.1. The Trustees of the Pre-settlement Trust will:

- a. guide the negotiations and provide final approval on key milestones including Terms of Negotiations, Agreement in Principle signing and Deed of Settlement initialling (subject to Deed of Settlement ratification from Whakatōhea uri);
- b. maintain the highest level of trust and integrity by keeping the interests of Whakatōhea at the forefront of the Treaty settlement process;

- c. report to the Whakatōhea Claims Committee and the wider Whakatōhea Iwi on a monthly basis;
- d. maintain a robust and widely consultative process with ngā uri, whānau, hapū and the Iwi of Whakatōhea;
- e. establish a fair and transparent process for the appointment of negotiators;
- f. oversee and co-ordinate all aspects of negotiations including the contracting of specialist advice when required; and
- g. monitor and report on all financial matters, throughout the mandating process and Treaty settlement negotiations.

## 10.2 **DECISION MAKING**

10.2.1. The Trust Deed provides for the following matters:

- a. trustees will make decisions by way of majority; and
- b. minutes of the Trustees' meetings and resolutions will be kept. These minutes will provide conclusive evidence of the Trustees' proceedings.

10.2.2. Trustees will, if requested, provide records of meetings and decisions to the Whakatōhea Claims Committee.

## 11 **REPORTING BACK TO THE CLAIMANT COMMUNITY**

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### 11.1 **REGULAR REPORTING TO WHAKATŌHEA**

11.1.1. The Pre-settlement Trust, as the mandated entity, will have overall responsibility for reporting back to Whakatōhea uri, marae and hapū, to ensure its mandate is kept current.

11.1.2. The Pre-settlement Trust will report back monthly to Whakatōhea uri, marae and hapū, on the progress of the settlement process including updates and information at key milestones such as:

- a. Achieving Crown recognition of mandate;
- b. Terms of Negotiation;
- c. Agreement in Principle;
- d. Deed of Settlement;
- e. PSGE Structuring;

- f. Ratification of the settlement package and the PSGE which will require hui around the motu and an approved ratification and voting process and;
- g. Progression of research activity and timing of other opportunities for Whakatōhea to tell their story.

11.1.3. The Trustees of the Pre-settlement Trust will hold monthly hui for Iwi members to attend. The Whakatōhea Claimant Committee is one avenue for the Pre-settlement Trust to provide updates on settlement negotiations. Updates on the settlement negotiations will also be posted on in the following manner:

- a. The Pre-settlement Trust's website;
- b. Trust Board's website;
- c. The Pre-settlement Trust's Quarterly newsletter;
- d. Mail out to beneficiaries;
- e. Road show / Information hui;
- f. Facebook and twitter;
- g. Hapū and hui ā-Iwi;
- h. Media briefings; and
- i. Newspaper advertisements.

11.1.4. In addition, the Trust Deed for the Pre-settlement Trust provides a process for providing adult registered Iwi members with the ability to request a special meeting of the Pre-settlement Trust, provided that five percent (5%) of adult registered Pre-settlement Trust members support the request. The special meeting process is described more in the Trust Deed at clause 7.6.

## 11.2 **Ratification of an initialled Deed of Settlement**

11.2.1. Importantly, the Pre-settlement Trust will not have authority to sign a Deed of Settlement with the Crown unless that Deed of Settlement has been ratified by Whakatōhea. In this regard, once the Pre-settlement Trust has agreed with the Crown on the nature of any redress package to settle the Historical Claims, it will initial a Deed of Settlement. That initialling indicates to the Crown that the Pre-settlement Trust, as the mandated entity, is comfortable to present the settlement package to Whakatōhea uri for ratification.

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## **12 DISPUTE RESOLUTION**

### **12.1 Matters for Dispute Resolution**

12.1.1. The Trustees shall, in good faith, take all reasonable steps to resolve any dispute that may arise in connection with:

- a. the terms of the Trust Deed for the Pre-settlement Trust;
- b. registration as a beneficiary of the Trust Board;
- c. decisions of the Trustees;
- d. the actions of the Whakatōhea Claimant Committee;
- e. the actions of the negotiators; or
- f. any group that has concerns regarding the representation of their interests during negotiations.

## 12.2 **Dispute resolution process:**

12.2.1. In the event that a complaint or dispute arises, this shall be submitted in writing to the Trustees (a **Dispute Notice**).

12.2.2. Any dispute regarding membership of Whakatōhea or otherwise in connection with the tikanga, reo, kawa, whakapapa and kōrero of Whakatōhea shall be referred by the Pre-settlement Trust to the Kaumātua Kaunihera. The Kaumātua Kaunihera may provide non-binding advice to the Pre-settlement Trust on the manner in which the dispute should be resolved.

12.2.3. In the first instance, the Pre-settlement Trust Chairperson (or a delegated member) shall meet with the complainant (the **Petitioner**) within 10 business days of receipt of the Dispute Notice to discuss and understand the issue, seek relevant information where required from the Petitioner, person(s) or group(s) involved in the complaint or dispute.

12.2.4. Following the provision of advice from the Kaumātua Kaunihera or any meeting between the Petitioner and the Chairperson (or a delegated member) the Pre-settlement Trust will then consider the matter, including whether further action is required.

12.2.5. The Petitioner shall be informed of any decisions made by the Trustees.

12.2.6. Should any party disagree with the findings of the Trustees, the Pre-settlement Trust and the complainant may seek to have the dispute resolved by an outside mediator or facilitator.

12.2.7. If the parties are unable to resolve the dispute, the Trustees may convene a Special Meeting at the written request of:

- a. The Chairperson and Deputy Chairperson for the time being of the Pre-settlement Trust or;

- b. The majority of the Trustees then in office, or
- c. 5% of Adult Registered Members'

12.2.8. The process for dispute resolution is outlined in clause 7.6 of the Trust Deed.

12.2.9. A Pre-settlement Trust conflict of interest register will be maintained to ensure all conflicts are identified and noted.

## **13 WHAKATŌHEA CLAIMS COMMITTEE**

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### **13.1 PURPOSE**

13.1.1. The purpose of the Whakatōhea Claims Committee is to strengthen the “representative” structure of the Pre-settlement Trust by establishing an advisory body to the Pre-settlement Trust. The Whakatōhea Claims Committee membership will enhance the representation of interests within its constituent claimant community.

### **13.2 COMPOSITION**

13.2.1. The Whakatōhea Claims Committee will operate as a subcommittee of the Pre-settlement Trust, sitting inside the Pre-settlement Trust’s structure. The Whakatōhea Claims Committee will include representation of:

- a. Hapū;
- b. Marae;
- c. Kaumātua Kaunihera; and
- d. Registered Waitangi Tribunal (WAI) Claimants.

13.2.2. The groups above have been selected as they are representative of a wide cross-section of the Whakatōhea claimant community.

13.2.3. Individual and whānau claims will be presented to the hapū and Iwi for consideration and in turn the negotiations team who will produce a negotiations strategy together.

### **13.3 APPOINTMENT PROCESS**

13.3.1. One (1) representative will be appointed from each hapū onto the Whakatōhea Claims Committee in accordance with the kawa of each hapū. The hapū are to inform the Pre-settlement Trust in writing of the appointment, removal and replacement of its representative onto the Whakatōhea Claims Committee.

- 13.3.2. One (1) representative from each of the functioning eight Marae will be appointed onto the Whakatōhea Claims Committee in accordance with the kawa of each Marae. The Marae are to inform the Pre-settlement Trust in writing of the appointment, removal and replacement of its representative onto the Whakatōhea Claims Committee.
- 13.3.3. The Trust Deed provides for the Kaumātua Kaunihera to appoint as many representatives as it wishes to the Whakatōhea Claims Committee. The Kaumātua Kaunihera is to inform the Pre-settlement Trust in writing of the appointment, removal and replacement of its representatives on the Whakatōhea Claims Committee.
- 13.3.4. The named claimant or claimants of each WAI claim may appoint one (1) representative (per WAI claim) to the Whakatōhea Claims Committee. The named claimant or claimants are to inform the Pre-settlement Trust in writing of the appointment, removal and replacement of such representatives.
- 13.3.5. The appointment and removal process are provided for in the Trust Deed.

#### 13.4 **ROLE AND FUNCTION**

- 13.4.1. The role of the Whakatōhea Claims Committee will be to provide non-binding advice and recommendations to the Pre-settlement Trust on all Treaty settlement matters.
- 13.4.2. In its role as advisor, the Whakatōhea Claims Committee may provide historical research that has been presented to hapū and the Iwi to validate their claim(s) throughout the negotiations process.
- 13.4.3. In its role as advisor, the Whakatōhea Claims Committee may make non-binding recommendations to the Pre-settlement Trustees for sign off of key decisions such as the Agreement in Principle, Deed of Settlement, Ratification and Post Settlement Governance Entity structure.
- 13.4.4. The Whakatōhea Claims Committee can also be a link between the Pre-settlement Trust and the claimant community by promoting an open and transparent process. However, this will be subject to confidentiality at key points of the negotiation.
- 13.4.5. The Pre-settlement Trust may provide some resourcing to the Whakatōhea Claims Committee. Representatives on the Whakatōhea Claims Committee, and those that appoint them, are to be responsible for their own expenses.

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## 14 **RESEARCH GROUP**

- 14.1.1. The Pre-settlement Trust will be supported by a Research Group headed by a professional historian/researcher, selected by the Pre-settlement Trustees, who is engaged to ensure a robust historical account can be established forming the basis of negotiations and settlement. The Crown will be informed who the professional historian/researcher will represent the Pre-settlement Trust.
- 14.1.2. This Research Group will be supported with members from hapū who will have in-depth knowledge of the history and whakapapa of Whakatōhea.

## **15 ADVISORS**

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- 15.1.1. The Pre-settlement Trust will utilise a number of advisors and specialist advisors where appropriate and when required. The Pre-settlement Trust will utilise internal staffing resources and capacity within its claimant groups where appropriate.
- 15.1.2. The Pre-settlement Trust will liaise with kaumātua from each of the hapū for ongoing advice and support to the Pre-settlement Trust in relation to matters of tikanga and whakapapa. As well as liaising with the Whakatōhea Claims Committee for advice from time to time as the Pre-settlement Trust may require.

## **16 FRAME WORK FOR NEGOTIATIONS**

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### **16.1 NEGOTIATING TEAM**

- 16.1.1. A negotiating team will be appointed by the Pre-settlement Trust to negotiate a settlement package with the Crown. The negotiators will be given general direction and guidance by the Pre-settlement Trust and will report back throughout negotiations.

### **16.2 LEAD NEGOTIATOR**

- 16.2.1. The Pre-settlement Trust should consider engaging the services of an experienced Treaty negotiator of reputable note and credibility. The lead negotiator's role will be to lead the team of negotiators through key engagements with Ministers and Government officials. A second tier of negotiators may undertake the work required at a more detailed level.
- 16.2.2. In considering the appointment of negotiators, the Pre-settlement Trust will consider the following criteria:
- a. Knowledge of Whakatōhea claims and history;
  - b. Understanding of Whakatōhea values, tikanga, reo, culture;
  - c. Knowledge of Whakatōhea rohe;

- d. Experience in negotiations, particularly settlement negotiations;
- e. Understanding of Crown processes;
- f. Interpersonal skills, including the ability to relate to people; and
- g. Such other qualities as may be required.

16.2.3. Beneficiaries of the Pre-settlement Trust may be appointed as negotiators.

16.2.4. Trustees of the Pre-settlement Trust are not eligible to be appointed as negotiators.

### 16.3 **APPOINTMENT AND OR REPLACEMENT OF NEGOTIATOR(S)**

16.3.1. The Pre-settlement Trust will confirm, appoint, and replace Negotiator(s) by way of resolution of the Trustees of the Pre-settlement Trust.

### 16.4 **REPORTING PROCESS FOR NEGOTIATOR(S)**

16.4.1. The negotiators are accountable to the Pre-settlement Trust and will report to the Pre-settlement Trustees on a monthly basis or more frequently as required. Reports will be copied to the Whakatōhea Claimant Committee to enable it to provide ongoing advice to the Pre-settlement Trustees.

### 16.5 **DECISION MAKING PROCESS FOR NEGOTIATOR(S)**

16.5.1. The Negotiators will conduct negotiations with the Crown, but will not make final decisions without the agreement of the Pre-settlement Trustees (*refer to 10.2 – DECISION MAKING*).

### 16.6 **RESPONSIBILITIES OF NEGOTIATOR(S)**

16.6.1. The negotiators will prepare a negotiation strategy that will be confirmed and/or modified by the Trustees, as appropriate. The negotiation strategy will include a detailed plan relating to:

- a. Decisions requiring oversight by Trustees;
- b. The subject matter for negotiations;
- c. Priorities for negotiations; and
- d. Negotiation options.

## **17 TRIBAL REGISTER**

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17.1.1. The Trust Board currently maintains a register of beneficiaries and will retain the responsibility for updating the register during the settlement negotiation process. The Trust

Board has agreed to the use of its register of beneficiaries for the purposes of voting and iwi wide communication.

## **18 ADMINISTRATION**

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- 18.1.1. The Pre-settlement Trust will select or establish a suitable administration service with experience and established structures, policies and procedures.
- 18.1.2. Administration services required for the Pre-settlement Trust include:
- a. Finance and Auditing;
  - b. Communications and Public Relations;
  - c. Policies and Procedures;
  - d. Tribal Database Management;
  - e. Human Resource Management;
  - f. Administration Services; and
  - g. Annual reporting; and other functions as required.

## **19 REMOVING OR AMENDING THE MANDATE**

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- 19.1.1. In order to amend or withdraw the Pre-settlement Trust's mandate in respect of all or part of the claimant community, the following process must be undertaken.
- 19.1.2. Written notice of the proposal to withdraw or amend the mandate must be provided to the Chairperson of the Pre-settlement Trust. The written notice must:
- a. identify whether the proposal seeks to amend or withdraw the mandate in respect of all or part of the claimant community, and if the latter, which part of the claimant community i.e. which hapū;
  - b. identify the concerns of the party seeking to amend or withdraw the mandate in respect of all or part of the claimant community; and
  - c. be signed by at least 5% of the adult registered members of Whakatōhea on the register maintained by the Trust Board.
- 19.1.3. On receipt of the written notice referred to in paragraph 19.1.2, the Pre-settlement Trust will arrange for a meeting to be convened, within two weeks of the date of the written notice, between the party seeking to amend or withdraw the mandate and the Trustees of the Pre-settlement Trust. If this meeting does not resolve the identified concerns, the party seeking to amend or withdraw the mandate may organise five (or greater) publicly notified hui to discuss, withdraw or amend the mandate.

- 19.1.4. The publicly notified hui must follow the same process and procedures that conferred mandate on the Pre-settlement Trust, as identified above, including (but not limited to):
- a. the provision of sufficient public notice;
  - b. the provision of information regarding the likely effects of any proposal to amend or withdraw the mandate; and
  - c. the ability for as many Whakatōhea uri as possible to participate in the process (including postal voting).
- 19.1.5. Once the publicly notified hui have been completed and the outcome of the relevant voting process has been determined, the party seeking to amend or withdraw the mandate must provide a written report, containing copies of public notices advertising the publicly notified hui, attendance registers, minutes etc, to the Pre-settlement Trust and the Office of Treaty Settlements.
- 19.1.6. On receipt of the written report the Pre-settlement Trust will discuss the proposal to withdraw or amend the mandate and the written report with the Office of Treaty Settlements. If required, the Deed of Mandate may be amended to conform with the results of the voting.

## **PART D: THE MANDATING PROCESS**

### **20 WHAKATAKA RAUTAKI MANA WHAKAHAERE**

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- 20.1.1. The Pre-settlement Trust understand that in order to ensure that all those who whakapapa to Whakatōhea have the opportunity to take part and engage in a fair, inclusive mandate process, a robust mandating process must be undertaken.
- 20.1.2. A formal mandate strategy was produced in 2015 in consultation with the Crown. The mandate strategy proposed the establishment of the Pre-settlement Trust to seek the mandate to represent Whakatōhea in Treaty settlement negotiations. A copy of the Crown endorsed mandate strategy is attached at **Appendix 5**.
- 20.1.3. The mandate strategy was endorsed by the Crown in May 2016. A copy of the letter from the Crown endorsing the mandate strategy is attached at **Appendix 6**.

### **21 MANDATE HUI**

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- 21.1.1. Twelve mandate hui were held in May 2016, details of those mandate hui are as follows:

<b>Date (2016)</b>	<b>Time</b>	<b>Location</b>
Friday 6 May	6pm	Ōpōtiki
Saturday 7 May	11am	Hamilton
Saturday 7 May	6pm	Auckland
Sunday 8 May	11am	Whangarei
Saturday 14 May	11am	Wellington
Sunday 15 May	11am	Christchurch
Friday 20 May	6pm	Te Kaha
Saturday 21 May	6pm	Gisborne
Sunday 22 May	11am	Tauranga
Friday 27 May	6pm	Rotorua
Saturday 28 May	11am	Hastings
Sunday 29 May	9am	Turangi

## 21.2 Advertising mandate hui

21.2.1. All mandating hui were advertised in local and national newspapers. Pānui for the proposed hui were also provided to local radio, posted on the Trust Board's website and, where possible, included in television broadcasts. A copy of the mandate hui pānui is attached at **Appendix 7**.

## 21.3 Mandate Hui presentation

21.3.1. A presentation was delivered at each mandate hui providing information on the key points of the mandate strategy and the proposed Pre-settlement Trust. A copy of the presentation is attached at **Appendix 8**.

## 21.4 Resolution voted on by Whakatōhea

21.4.1. The following resolution was presented at the mandating hui:

- a. “The Whakatōhea Pre-settlement Claims Trust is mandated to represent Whakatōhea in direct negotiations with the Crown for the comprehensive settlement of all of the historical Treaty of Waitangi claims of Whakatōhea.”

## 21.5 **Records kept**

21.5.1. The following records were kept in relation to the mandating hui:

- a. Copies of all advertisements, pānui and notices of the hui;
- b. Registers of attendance for each hui;
- c. Minutes of the proceedings at each hui; and
- d. Schedules of telephone and email queries.

21.5.2. A copy of the mandate hui report attached at **Appendix 9**.

## 21.6 **Independent Observer**

21.6.1. An independent Crown observer from Te Puni Kōkiri was also present at each of the hui. The independent Crown observer did not take part in the discussions at the hui. A copy of the Te Puni Kōkiri mandate hui observer reports are attached at **Appendix 10**.

## 21.7 **Voting on the proposed mandate**

21.7.1. The register maintained by the Trust Board provides the most comprehensive list of beneficiaries with interests in any proposed mandating process and subsequent settlement. As a consequence, voting was by ballot, online voting, postal ballot, using the register of beneficiaries maintained by the Trust Board. There was also a process for Whakatōhea uri who are not registered with the Trust Board to be able to vote. This ensured that as many uri o Whakatōhea as possible were provided information on the proposed mandate process and Pre-settlement Trust and, in turn, the ability to vote on the resolutions relating to these matters.

21.7.2. An Independent Returning Officer, Election Services, was engaged for the Pre-settlement Trust mandate voting process. Voting was carried out by postal voting, online voting, special vote and by ballot cast at Mandate Information Hui. Voting opened 6 May 2016 and closed 3 June 2016.

21.7.3. Those eligible to vote were Whakatōhea uri aged 18 years and over. Those who were enrolled members on the Whakatōhea tribal register maintained by the Trust Board were able to vote. Whakatōhea uri who were not on the Trust Board register were be able to

vote, provided they completed the necessary documentation to show that they whakapapa to Whakatōhea.

21.7.4. Whakatōhea uri could apply to register for voting purposes (either by becoming registered on the Trust Board register or by registering with the Independent Returning Officer who then received validation from Whakatōhea Kaumātua.) Registrations could come from any part of New Zealand or overseas. The application for registration was subject to approval by the hapū trustees of the Trust Board along with Kaumātua from each hapū who could confirm Whakatōhea whakapapa. Both parties were responsible for confirming whakapapa and registration for voting purposes.

21.7.5. Those members who chose not to register with the Whakatōhea Māori Trust Board completed a separate application to register for voting purposes, which was subject to approval by hapū delegates along with Kaumātua from each hapū who are responsible for confirming whakapapa.

## 21.8 VOTING RESULTS

21.8.1. The Independent Returning Officer provided the following results; a total of 1,571 were received from 6,662 eligible voters, this being a 23.58% return. The Pre-settlement Trust received 1,439 votes (91.6%) in support of the resolution and 110 votes (7%) against the resolution. 1.4% were informal or blank votes.

21.8.2. The results were advertised in local and national newspapers. A copy of the advertisement and voting results are attached at **Appendix 11 and 12**.

21.8.3. A copy of the notice of establishment of the Pre-settlement Trust and elections results for the Pre-settlement Trust Trustees are attached at **Appendix 13 and Appendix 14**.

*The Pre-settlement Trust considered this was sufficient support to submit a draft Deed of Mandate to the Crown.*

## 21.9 LIAISING WITH CROWN OFFICIALS

21.9.1. Liaising with Crown officials will occur on a regular basis and as necessary between the Pre-Settlement, Te Puni Kōkiri and the Office of Treaty Settlements, to ensure all parties are kept up to date on the progress of the mandating process.

## 22 Deed of Mandate Summary

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22.1.1. This Deed of Mandate has been submitted to Te Puni Kōkiri, who have invited submissions, views or inquiries. This has been publicly advertised in the Dominion Post xxx, xxx. Submissions must reach Te Puni Kōkiri by no later than 5pm, 22 October 2016. All

correspondence will be subject to the Official Information Act 1982 and shared with the Pre-settlement Trust.

22.1.2. Copies of the draft Deed of Mandate are available at;

- a. The Te Puni Kōkiri website [www.tpk.govt.nz](http://www.tpk.govt.nz),
- b. The Office of Treaty Settlement Website, [www.ots.govt.nz](http://www.ots.govt.nz), and
- c. The Whakatōhea Māori Trust Board website [www.whakatohea.co.nz](http://www.whakatohea.co.nz)

## 22.2 **Supporting Material to the Deed of Mandate**

22.2.1. The Supporting Material to the draft Deed of Mandate are as follows:

- a. Appendix 1 – Consultation
- b. Appendix 2 – Whakatōhea WAI Claims
- c. Appendix 3 – Whakatōhea Consultation Report
- d. Appendix 4 – Whakatōhea Pre-Settlement Claims Trust – Trust Deed
- e. Appendix 5 – Whakatōhea Pre-Settlement Claims Trust – Mandate Strategy
- f. Appendix 6 – Crown Endorsement
- g. Appendix 7 – Mandate Hui Pānui
- h. Appendix 8 – Mandate Hui Presentation
- i. Appendix 9 – Mandate Hui Report
- j. Appendix 10 – Te Puni Kōkiri Observer Reports
- k. Appendix 11 – Mandate Vote Results
- l. Appendix 12 – Mandate Vote Pānui
- m. Appendix 13 – Notice of Election for Whakatōhea Pre-Settlement Claims Trust
- n. Appendix 14 – Whakatōhea Pre-Settlement Claims Trust – Election Results