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*Parties*

**TE RŪNANGA O NGĀI TAHU**

*and*


**HER MAJESTY THE QUEEN**

in right of New Zealand

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**DEED OF SETTLEMENT**  
**SECTION 16**

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## SECTION 16

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## SECTION 16: TE RŪNANGA'S AGREEMENTS AND ACKNOWLEDGEMENTS

### 16.1 TE RŪNANGA'S AGREEMENTS

#### 16.1.1 Provision for Settlement of Ngāi Tahu Claims

In consideration for the redress provided by the Crown pursuant to this Deed and the Crown's covenants in this Deed, Te Rūnanga agrees that this Deed and the Settlement Legislation will, with effect from the Settlement Date, settle all the Ngāi Tahu Claims and the Crown will, from that date, be released and discharged in respect thereof, and the Settlement Legislation will contain a provision to that effect in the form set out in *clause 17.3.1*.

#### 16.1.2 Provision for Finality

Te Rūnanga agrees that the Settlement Legislation will declare that, without limiting the acknowledgements expressed in, or any of the provisions of, this Deed, the Settlement is final and provide for the removal of the jurisdiction of the Courts, the Waitangi Tribunal and any other tribunal in respect of:

- (i) the Ngāi Tahu Claims;
- (ii) the validity of the Deed of Settlement;
- (iii) the adequacy of the redress provided to Te Rūnanga and other parties by the Crown under the Deed of Settlement; or
- (iv) the Settlement Legislation,

(but not for the removal of such jurisdiction in respect of the implementation or interpretation of the Deed of Settlement or the Settlement Legislation), such declaration and provision to be in the form set out in *clause 17.3.1*.

#### 16.1.3 Support for Settlement Legislation

Te Rūnanga agrees, subject to due compliance by the Crown with *clauses 17.5* and *17.6*, to support the passing of the Settlement Legislation referred to in *clause 17.3* and any other legislation required to give effect to this Deed and to achieve certainty, finality and durability of the obligations undertaken by each party in order to achieve the Settlement.

#### 16.1.4 Provisions Relating to Waitangi Tribunal

Te Rūnanga agrees that, except to the extent necessary to give effect to the Settlement, the jurisdiction of the Waitangi Tribunal (or any other court or tribunal) to make recommendations for the return of Licensed Land to Māori ownership or the payment of compensation to Māori in respect of Licensed Land

within the Takiwā of Ngāi Tahu Whānui will be removed with effect from the Settlement Date;

#### 16.1.5 Provision Relating to Accumulated Rentals

Te Rūnanga agrees that, except to the extent necessary to give effect to the Settlement, the right of any Māori to receive licence fees held by the Crown Forestry Rental Trust or the Crown relating to Licensed Land in the Takiwā of Ngāi Tahu Whānui, other than the Licensed Land transferred to Te Rūnanga under *Section 7* (Transfer of Forestry Assets), will cease with effect from the Settlement Date.

#### 16.1.6 Landbank Ceases

Te Rūnanga agrees that any landbank arrangement will cease to operate within the Takiwā of Ngāi Tahu Whānui after this Deed becomes unconditional (except to the extent necessary to give effect to this Deed and to any arrangements reached between Te Rūnanga and the Crown in relation to land within the landbank prior to the Settlement Date).

#### 16.1.7 Benefit of Ngāi Tahu Whānui

Te Rūnanga agrees that the redress provided by the Crown pursuant to this Deed (other than that referred to in *clause 16.2.4*) will, in accordance with sections 14 and 16 of the Act, be administered for the benefit of the present and future members of Ngāi Tahu Whānui and in accordance with the Charter.

#### 16.1.8 Termination of Litigation

Te Rūnanga agrees:

- (a) that the interim order made by the High Court in *Te Rūnanga o Ngāi Tahu Limited v Attorney-General* (CP 119/95, Wellington Registry) on 3 October 1995 and varied by Justice McGechan on 19 August 1996, and the Crown undertaking set out in the consent memorandum dated 19 August 1996 filed in those proceedings, will no longer apply;
- (b) that the undertaking from the Crown to the plaintiff in *Te Rūnanga o Ngāi Tahu Limited v Attorney-General* (CP 119/95, Wellington Registry), given by Crown counsel in the High Court on 2 October 1995, referred to in the letter from Bell Gully Buddle Weir dated 4 October 1995 and recorded in the letter dated 11 March 1996 from the Crown Law Office, will no longer apply; and
- (c) to initiate or support a discontinuance of the court proceedings specified in *Attachment 16.1* as provided in *clause 16.3*.

## 16.2 ACKNOWLEDGEMENTS BY TE RŪNANGA

In consideration for the redress provided pursuant to this Deed, Te Rūnanga acknowledges that:

- 16.2.1 the Crown has acted honourably and reasonably in relation to the Settlement;
- 16.2.2 the Settlement is final;
- 16.2.3 the parties intend that the rights and obligations on the part of Te Rūnanga in this Deed are for the benefit of, and binding upon, Ngāi Tahu Whānui and that, except as provided in *clause 16.2.4*, the Settlement is not for the benefit of any individual, single whānau, single marae, single hapū, or single Papatipu Rūnanga (except to the extent that, after the Settlement Date, Te Rūnanga determines in accordance with the Charter and the Act); and
- 16.2.4 the parties intend that the redress provided in respect of the claims referred to in *Section 14* (Ancillary Claims) and *Section 15* (South Island Landless Natives Act) (other than claims for which redress is to be provided to Te Rūnanga) is intended to be for the benefit of the beneficiaries of those claims (as identified pursuant to the processes outlined in those Sections). Te Rūnanga agrees to use reasonable endeavours to facilitate the provision of that redress to those beneficiaries in accordance with this Deed.

## 16.3 PROCEDURES REQUIRED TO DISCONTINUE PROCEEDINGS

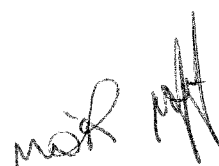
### 16.3.1 Notice of Discontinuance

Te Rūnanga will on or before the Settlement Date, obtain from the plaintiffs in the litigation referred to in *Attachment 16.1* and deliver to the Crown on the Settlement Date, a notice of discontinuance of the proceedings in respect of that litigation, signed by the solicitor for the plaintiffs to those proceedings. In the event that Te Rūnanga is unable to provide prior to the date specified above a notice of discontinuance:

- (a) Te Rūnanga will continue to use its best endeavours to secure a notice of discontinuance from the plaintiffs in the litigation; and
- (b) Te Rūnanga acknowledges that the Crown will introduce legislation to terminate such proceedings on the same basis as if they had been discontinued by the plaintiffs.

### 16.3.2 Memorandum to Waitangi Tribunal

Te Rūnanga will ensure that counsel for the Wai 27 claimants will, on the Settlement Date, advise the Waitangi Tribunal by written memorandum in the form approved by the Crown of the Settlement, the terms on which the Settlement has been reached and request that the Waitangi Tribunal amend its register to reflect that position. The Crown will ensure that counsel for the Crown signs an acknowledgement of the matters referred to in the memorandum in accordance with the requirements of the Waitangi Tribunal.

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**ATTACHMENT 16.1**  
**COURT PROCEEDINGS TO BE DISCONTINUED**

*(Clause 16.3.1)*

*Ngāi Tahu Māori Trust Board and Tipene O'Regan v Attorney-General (CP 720/91, Wellington Registry).*

*Henare Rakiihia Tau and Te Rūnanga o Ngāi Tahu Limited v The Ministers of Finance and State-Owned Enterprises (CP 81/95, Wellington Registry).*

*Te Rūnanga o Ngāi Tahu Limited v Attorney-General (CP 115/95, Wellington Registry).*

*Te Rūnanga o Ngāi Tahu Limited v Attorney-General and Others (CP 119/95, Wellington Registry).*

*Henare Rakiihia Tau and Te Rūnanga o Ngāi Tahu Limited v Edward Taihakurei Durie, the Waitangi Tribunal and the Attorney-General (CP 215/95, Wellington Registry).*

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