

TAPUIKA IWI AUTHORITY

and

TE MARU O NGATI RANGIWEWEHI IWI AUTHORITY

and

NGATI RANGITEAORERE CLAIMS COMMITTEE

and

THE CROWN

**AMENDED JOINT TERMS OF
NEGOTIATION**

25 July 2009

**AMENDED JOINT TERMS OF NEGOTIATION
BETWEEN THE CROWN, TAPUIKA, NGATI RANGIWEWEHI AND
NGATI RANGITEAORERE**

1 Background to Amended Joint Terms

- 1.1 On 14 August 2008, Tapuika, Ngati Rangiwewehi and the Crown signed the Joint Terms of Negotiation between the Crown, Tapuika and Ngati Rangiwewehi ("**Joint Terms**"). The parties to the Joint Terms were the Crown, the Tapuika Iwi Authority and Te Maru o Ngati Rangiwewehi Iwi Authority ("**the Parties to the Joint Terms**").
- a. The Parties to the Joint Terms acknowledge that the negotiations schedule outlined in the original Joint Terms signed by Ngāti Rangiwewehi and Tapuika with the Crown has been revised for a number of reasons, including the 2009 Review of the Office of Treaty Settlements which was conducted to ensure the Office has the capacity and capability to meet the Government's 2014 Treaty of Waitangi settlement goal;
 - b. Ngati Rangiteaorere wish to enter into negotiations for settlement of their historical claims with the Crown alongside Tapuika and Ngati Rangiwewehi and all parties accept the inclusion of Ngati Rangiteaorere in these negotiations.
- 1.2 Accordingly, pursuant to clause 20 of the Joint Terms, the Parties to the Joint Terms by this document approve and record all amendments to the Joint Terms contained in this document.
- 1.3 The Amended Joint Terms supersede the Joint Terms and take effect from the date of signing by the Parties.

2 The Parties to these Amended Joint Terms of Negotiation

- 2.1 The Parties to this document, known as the Amended Joint Terms of Negotiation ("**Amended Joint Terms**"), are:
- a. the Crown, as defined in clause 4;
 - b. the Tapuika Iwi Authority, on behalf of the people of Tapuika, one of the acknowledged iwi of Te Arawa, as defined in clause 1 of Schedule A to this document ("**Tapuika**"); and
 - c. Te Maru o Ngati Rangiwewehi Iwi Authority, on behalf of the people of Ngati Rangiwewehi, one of the acknowledged iwi of Te Arawa, as defined in clause 1 of Schedule B to this document ("**Ngati Rangiwewehi**").

- d. The Ngati Rangiteaorere Claims Committee, on behalf of the people of Ngati Rangiteaorere, one of the acknowledged iwi of Te Arawa, as defined in clause 1 of Schedule C to this document ("Ngati Rangiteaorere").

3 Background

- 3.1 The text in this background section has been provided by Tapuika, Ngati Rangiwewehi and Ngati Rangiteaorere. It sets out their traditional history and their account of the background to the Amended Joint Terms.
- 3.2 Tapuika and Ngati Rangiwewehi are kin with whakapapa through the direct line of descent from Rangitihi to Tuhourangi. Tuhourangi had Taketakehikuroa and Uenukukopako who were brothers. Taketakehikuroa married Te Aotaramarae of Tapuika and had Tuteamutu. Uenukukopako married Rangiwahakapiri and had Whakaue. Whakaue married Rangiuru (who was of Tapuika descent) and had Tawakeheimoa II, who was to become the father of Rangiwewehi.
- 3.3 Through Rangiuru of Tapuika, Ngati Rangiwewehi are also closely linked to the eponymous tupuna of two Tapuika hapū: Ngati Marukukere and Ngati Moko.
- 3.4 Ngati Rangiwewehi and Tapuika reside alongside each other and share a common boundary (being the northern boundary of the Mangorewa Kaharoa and Taumata Blocks), Ngati Rangiwewehi to the south and Tapuika to the north, together with considerable areas of overlapping interests. The interests of these Iwi within their rohe include all lands, waterways and natural resources within this area.
- 3.5 Ngati Rangiteaorere is descended from the eponymous ancestor Rangiteaorere. Their traditional tribal base is primarily in the Whakapoungakau Blocks at the edge of Lake Rotorua, though they have interests in broader areas towards the coast and inland, through whakapapa and other take.
- 3.6 Ngati Rangiteaorere has also been associated closely with Ngati Rangiwewehi and Tapuika over time. This can in particular be seen from Rangiteaorere and Rangiwewehi being two of the four joint owners in Mokoia Island. Tapuika and Rangiteaorere are close kin, with whakapapa through Rangiwhakaekeau, the father of Rangiteaorere. Rangitihi married the three daughters of Marutehe of Tapuika. From the union of Rangitihi with Kahukare (the second daughter of Marutehe), came Rangiwhakaekeau. From Rangiwhakaekeau comes Rangiteaorere, the eponymous ancestor of Ngāti Rangiteaorere.

Tapuika

- 3.7 Tapuika have customary interests in Te Takapu o Tapuika (the belly of Tapuika) extending from Wairakei stream at Papamoa in a direct line west to Opoutihi turning south in a direct line to Taherekahakaha to Pueto stream to Hiapo turning east to the coastline following the Pokopoko to the Kaikokopu and to its outlet at Waihi then returning to Wairakei, as expressed in Te Taumau o Tia:

Mai i nga pae maunga
Ki te toropuke e tu kau mai ra
Ki te awa e rere mai ana
Waiho te whenua
Ko te Takapu o taku tamaiti
Ko Tapuika

- 3.8 The claims of Tapuika are comprehensive land and waterway claims, and are based on (among other things) alienation of land and other taonga of Tapuika, degradation of waterways, waahi tapu and the environment generally, and the impact of local government. Tapuika's claims also include their involvement in the Tauranga land wars, particularly the battles of Te Kaokaoroa, Te Ranga and Gate Pa (Pukehinahina), and the subsequent Tauranga Bush Campaign (1864-1870).¹

- 3.9 The overarching principle of the Tapuika claims is that the Crown failed to give effect to the Treaty principle of autonomy and failed to provide for the tino rangatiratanga of Tapuika over their affairs, lands and other taonga. Tapuika's claims are further defined at clause 2 of Schedule A to these Joint Terms.

Waitangi Tribunal's findings in relation to Tapuika

- 3.10 As recorded in He Maunga Rongo, the Central North Island Tribunal:
- a. found that the experience of Tapuika...was the closest central North Island parallel to Taranaki Māori, in that they fought longest, were left divided, were alienated from their Te Arawa kin, and were rendered most vulnerable to the Crown's purchase agents;²
 - b. noted that, as a result, the Crown agreed that Tapuika suffered very extensive land loss by the end of the nineteenth century and the Crown noted the findings of the Stout-Ngata Commission in 1908 that Tapuika had 'very little land';³
 - c. found that the Crown failed to provide for rangatiratanga of the iwi associated with the Kaituna River system to Maketu from 1880-1991.

¹ Refer to Tauranga Inquiry evidence of John Koning, *Tauranga Bush Campaign 1864-1870* (A90); and Mary Gillingham in her report *Waitaha and the Crown* (A35).

² CNI Report, *He Maunga Rongo*, Part 2, p 128.

³ CNI Report, *He Maunga Rongo*, Part 2, p 128.

This led to serious prejudice including the undermining of tribal rangatiratanga;⁴ and

- d. found that the Crown's resort to war against Central North Island Māori communities was in breach of the Treaty. The punishment/pacification that followed some of these wars in the form of confiscation of land was also in breach of the Treaty. CNI iwi and hapū who had lands confiscated include...(to the extent that they have interests in the Western Bay of Plenty raupatu district) Tapuika. War and confiscation had devastating prejudicial effects, some of them casting shadows to the present day. These included loss of life, loss of land and resources, economic harm, social disruption, divisions among kin, indirect loss of land and resources (through war-influenced absence from the Native Land Court), and stigmatisation as 'rebels'.⁵

- 3.11 Tapuika's claims are administered by the Tapuika Claims Committee, which is a committee of the Tapuika Iwi Authority.

Ngati Rangiwewehi

- 3.12 The direct line of descent from Rangitihi to Rangiwewehi comes down through Tuhourangi, to Uenukukopako, and then to Whakaue. Whakaue's wife, Rangiuuru, was of Tapuika descent and together they had Tawakeheimoa, who was to become the father of Rangiwewehi.

- 3.13 The core tribal estate of Ngati Rangiwewehi and their hapū begins on and around the west and north of Lake Rotorua from Waimihia stream in the south to Te Awahou to Puararewa which forms the edge of the north east boundary of the Te Waerenga Block.⁶ The boundary of this area moves west from the lake following the boundaries of the Mangorewa Kaharoa, Taumata and Maraeroa Oturoa Maori land blocks. This core tribal estate also includes interests in Tumu Kaituna 14 and joint interests in Mokoia (which is held by trustees for the common use and benefit of Ngati Whakaue, Ngati Uenukukopako, Ngati Rangiwewehi and Ngati Rangiteaorere), this forms the core rohe of '*Ngati Rangiwewehi ki Uta*'.

- 3.14 Ngati Rangiwewehi also have customary interests in a large number of blocks that give passage down to Pukeroa-Oruawhata, as confirmed by the Komiti Nui in the late 19th Century.⁷ From south west of Lake Rotorua north to the coast west of Maketu, Ngati Rangiwewehi also have ancestral land connections and interests in the range of land blocks which lead northwards from their core rohe towards the coast between Tauranga and the Kaituna Estuary. These interests reflect the customary linkage between the peoples, including those sections of the Iwi residing at the coast known as '*Ngati Rangiwewehi ki Tai*'.

⁴ CNI Report, *He Maunga Rongo*, Part 5, p 269.

⁵ CNI Report, *He Maunga Rongo*, Part 6, Chapter 21, p 6.

⁶ Te Ururoa Flavell – Statement of Evidence to the CNI Waitangi Tribunal District Enquiry April 2005.

⁷ Te Ururoa Flavell – Statement of Evidence to the CNI Waitangi Tribunal District Enquiry April 2005.

- 3.15 As at 1840, the Ngati Rangiwewehi tribal estate comprised customary interests in the following lands: Maketu, Papahikahawai, Tumu Kaituna, Whakapoukorero, Te Karangi, Pukaingataru, Rangiuru, Paengaroa, Pahiko, Mangorewa Kaharoa, Te Puke, Taumata, Whakauma, Maungarangi, Maraeroa Oturoa, Te Waerenga, Mokoia Island, Ohau Taupiri, Rotorua Patetere Paeroa, Pukeroa – Oruawhata, together with other lands stretching into the Waitangi Tribunal's Te Raupatu o Tauranga Moana Inquiry District.⁸
- 3.16 Ngati Rangiwewehi claim tino rangatiratanga in respect of all waterways and water bodies within their rohe, with special reference to the Kaituna River and estuary, Mangorewa River, Hamurana Springs, Kaikaitahuna stream and its tributaries, Taniwha Springs, Awahou stream, Waimihia stream, Hauraki stream.
- 3.17 Ngati Rangiwewehi also claim tino rangatiratanga in respect to all geothermal water or activity, and repo (wetlands) within their rohe.
- 3.18 The seven hapu of Ngati Rangiwewehi are Ngati Kereru, Ngati Ngata, Ngati Te Purei, Ngati Rehu, Ngati Tawhaki, Ngati Whakakeu and Ngati Whakaokorau.⁹
- 3.19 The current Marae of Ngati Rangiwewehi are Tarimano (Te Awahou, Rotorua) and Haraki (Manoeka/Te Puke).
- 3.20 The claims of Ngati Rangiwewehi are comprehensive land and waterway claims, and are based on (among other things) alienation of land, waterways and other taonga of Ngati Rangiwewehi, degradation of waahi tapu and the environment generally, and the impact of local government. Ngati Rangiwewehi's claims are further defined at clause 2 of Schedule B to these Joint Terms.
- 3.21 Ngati Rangiwewehi's claims are administered by Te Maru o Ngati Rangiwewehi Iwi Authority, an unincorporated committee, for and on behalf of the people of Ngati Rangiwewehi.

Waitangi Tribunal's findings in relation to Ngati Rangiwewehi

- 3.22 The Waitangi Tribunal's findings in relation to Ngati Rangiwewehi include:
- a. Ngati Rangiwewehi were involved in conflicts in the New Zealand Wars and suffered harm and social disruption as a result;¹⁰
 - b. the Tauranga Confiscation District included lands of Ngati Rangiwewehi;¹¹
 - c. Ngati Rangiwewehi was a signatory to the Fenton Agreement and was affected by the Crown's breaches of the Treaty in relation to the Fenton Agreement. The Tribunal found that the Fenton Agreement was the thin

⁸ Te Raupatu o Tauranga Moana, p 165 - 166.

⁹ Te Ururoa Flavell - Statement of Evidence to the CNI Waitangi Tribunal District Enquiry April 2005.

¹⁰ CNI Report, *He Maunga Rongo*, Part 2, p 100, 104-106, 126-130.

¹¹ Te Raupatu o Tauranga Moana, p 166.

edge of the wedge in introducing the Native Land Court in the Rotorua area;¹²

- d. the Crown did not consult or negotiate consent to the native land laws, introduced in the 1860s, which removed community land management and disrupted community decision-making;¹³
- e. the Crown undertook a process of purchasing individual shares in Ngati Rangiwewehi lands, which allowed it to acquire Ngati Rangiwewehi lands without tribal control or sanction;¹⁴
- f. the Crown alienated out its individual shares in block subdivisions which consisted of the best land or resources, and in the case of Mangorewa Kaharoa the Crown used this process to secure to itself the jewel of Hamurana Springs;¹⁵
- g. the Crown did not act in good faith in its leases of land;¹⁶
- h. the Crown imposed monopoly conditions and purchased land as cheaply as possible;¹⁷
- i. the Crown agreed to use the Public Works Act to alienate Te Puna o Pekehaua, a taonga and wahi tapu which is central to Ngati Rangiwewehi way of life, culture and identity when there was no compelling reason for the Crown to take this land by compulsion;¹⁸ and
- j. by 1910 the majority of land in the Rotorua district had been alienated, so that their economic base and opportunity to participate fully as equal Treaty partners was undermined.¹⁹

Ngati Rangiteaorere

3.23 Ngāti Rangiteaorere are based at Te Ngae on the eastern shores of Lake Rotorua. The eponymous ancestor is Rangiteaorere and Mataikotare marae is the sole marae with its whare Tupuna, Rangiwahakaekeau.

3.24 The following koromatua whānau groups are recognized as some of the constituent groupings of Ngāti Rangiteaorere:

- Te Kiri Karamu (Atutahi/Te Ngahoa)
- Ratema, Te Atetini, Taiapua
- Hapeta/Hoani Atutahi

¹² CNI Report, *He Maunga Rongo*, Part 2, p 148-153.

¹³ CNI Report, *He Maunga Rongo*, Part 3, p 56-57, 174.

¹⁴ CNI Report, *He Maunga Rongo*, Part 3, p 194 fn 143, p 237-239, 242-243.

¹⁵ CNI Report, *He Maunga Rongo*, Part 3, p 227-235, 237-239.

¹⁶ CNI Report, *He Maunga Rongo*, Part 3, p 213-220.

¹⁷ CNI Report, *He Maunga Rongo*, Part 3, p 189-200.

¹⁸ CNI Report, *He Maunga Rongo*, Part 3, p 453, 491, 506-507.

¹⁹ CNI Report, *He Maunga Rongo*, Part 3, p 257-268.

- Tamihana/Ranapiri
- Rangitarahae/Kereopa
- Erepeta
- Wihau / Tokooterangi.

- 3.25 The area of interest of Ngati Rangiteaorere starts from the top of the Whakapoungakau block, being near the lakeside at Mourea and thence out to and including a joint interest in Mokoia Island, back to the lakeside at the aukati at Cookson's Road, then inland on a line west-southwest to the top of the Whakapoungakau ranges and the southern boundary of the Whakapoungakau block (known as Whakapoungakau block 1 – 7 and 17) includes the block known as Okataina 12. It reaches over to the estuary at Maketu and includes Ngati Rangiteaorere (having shared ownership interests) in Te Tumu Kaituna 14, Pukaingataru and Paengaroa North.
- 3.26 This current negotiation concerns the geothermal claims of Ngāti Rangiteaorere left outstanding after the historical treaty settlement agreed by the Crown and Ngāti Rangiteaorere in 1993 namely the geothermal aspects of claim Wai 32 (which have been included in the generic geothermal claim Wai 153 by the Waitangi Tribunal), CNI interests, and any other claims which remain outstanding.
- 3.27 Although Ngati Rangiteaorere are not members of the CNI Iwi Collective, they have customary interests in lands within the CNI Forests and are seeking inclusion in this agreement through access to the 10% interest in the Collective Entity retained by the Crown for such purposes.
- 3.28 A number of issues of vital importance to the Ngati Rangiteaorere will be discussed during negotiations:
- The CNI negotiations, specifically parity of timing and funding (this will be the subject of a separate letter from Ngati Rangiteaorere to the Minister responsible for Treaty Negotiations).
 - Issues with administration of Maori lands particularly:
 - landlocked Māori land blocks
 - succession
 - whanau trusts and their ability to be vehicles for managing koro matua whānau land block interests;
 - The impact of past settlements, especially in Te Arawa, on Ngāti Rangiteaorere, including place names and the transfer of sites to other iwi and/or hapu in which Ngāti Rangiteaorere has interests;

- social revitalization (specifically health, housing and literacy);
- freshwater issues, namely Rangiwewehi and their taonga Te Puna o Pekehaua;
- And any other issues which Ngati Rangiteaorere, Tapuika and Ngati Rangiwewehi may raise during the course of negotiations.

Waitangi Tribunal's findings in relation to Ngati Rangiteaorere

3.29 Wai 32 was lodged with the Waitangi Tribunal on 5 April 1987 on behalf of the people of Ngati Rangiteaorere, one of the eight heartbeats of Te Arawa – nga pumanawa e waru o Te Arawa. The claim concerned the alienation of Te Ngae Mission Farm consisting of a block of land of about 300 acres at the junction of the Rotorua-Tauranga and Rotorua-Whakatane highways (known as Te Ngae Junction) and several ancillary matters including lands taken for roads, land taken for survey costs, the geothermal resource known as Tikitere and the rating of Lake Rotokawau.

3.30 The Ngāti Rangiteaorere Claim Report by the Waitangi Tribunal was released on 24 December 1990. The Crown accepted the finding of the Waitangi Tribunal that the Crown's actions in improperly granting title to Te Ngae to the Church Missionary Society in 1854 were in breach of the Treaty principle of active protection and the duty to consult. The Crown also accepted that there was harm done to Ngāti Rangiteaorere's interests by the wrongful issuing of the Te Ngae grant which was compounded by the Crown's failure to rectify this wrong once it was aware of it, despite the repeated representations of Ngati Rangiteaorere.

In 1993, a Deed of Settlement was signed on behalf of Ngati Rangiteaorere. The settlement comprised \$760,000 and the payment of claimant costs and covered historical Treaty claims, except geothermal claims, and claims to Lake Rotorua (now settled through the 2006 Te Arawa Lakes Settlement). The Anglican Church also returned Te Ngae Mission Farm and an additional 24 hectares adjacent to the farm to Ngāti Rangiteaorere.

Background to Tapuika, Ngati Rangiwewehi and Ngati Rangiteaorere

Agreements

3.31 Tapuika and Ngati Rangiwewehi both sought to enter negotiations with the Crown. The Crown's large natural groupings policy required that both Tapuika and Ngati Rangiwewehi look to work with other groups. From 2005, as required by the Crown, Tapuika sought to enter into discussions with their neighbours Ngati Makino and Waitaha in respect of potential joint negotiations. On 21 February 2008, Ngati Makino and Waitaha signed joint terms of negotiation with the Crown. Tapuika are not a party to those joint terms of negotiation.

- 3.32 The entire Tapuika rohe, including areas of Ngati Rangiwewehi interest, is overlapped by the Waitaha and Ngati Makino areas of interest. These overlapping claims will need to be addressed during negotiations so that each group can reach a settlement that does not cause prejudice to the interests of the others.
- 3.33 In late 2007 the Crown began discussing the possibility of engaging in negotiations with a collective of central North Island iwi to settle historical Treaty claims to Crown forest licensed land in the central North Island ("CNI Forests"). On 4 April 2008, on behalf of a number of iwi with claims to the CNI Forests ("CNI Iwi Collective"), Dr Tumu Te Heuheu, Ariki of Tūwharetoa, sent a letter to Dr Cullen, the Minister in Charge of Treaty of Waitangi Negotiations, proposing a model for settlement of CNI forestry claims. On 25 June 2008, the CNI Iwi Collective and the Crown signed a Deed of Settlement, and enabling legislation was introduced to Parliament. The Central North Island Forests Land Collective Settlement Act 2008 came into force in part on 29 September 2008 and fully on 31 December 2008. The settlement date was 1 July 2009.
- 3.34 The members of the CNI Iwi Collective are Ngāti Tūwharetoa, Ngāi Tahu, Raukawa, Ngāti Whare, Ngāti Manawa, Ngāti Whakaue, Ngāti Rangitihī, and the iwi and hapū represented by Te Pūmāutanga o Te Arawa Trust. Although Ngati Rangiwewehi (Horohoro) and Ngati Rangiteaorere have claims to lands within the CNI Forests, they are not members of the CNI Iwi Collective, though they are seeking inclusion in this agreement through access to the 10% interest in the Collective Entity retained by the Crown for such purposes.

Agreement between Tapuika and Ngati Rangiwewehi

- 3.35 On 7 February 2008, representatives of Ngati Rangiwewehi and of Tapuika met at Makahae Marae to consider and explore a joint negotiations process to resolve their respective Treaty claims. As a result of that meeting, Tapuika and Ngati Rangiwewehi agreed to work together, and began to seek to enter into joint negotiations with the Crown. The alliance between Tapuika and Ngati Rangiwewehi is based on their whakapapa, their common concern regarding water and geothermal issues, and their desire to not lose further time in securing Treaty settlements for their people.
- 3.36 Both Ngati Rangiwewehi and Tapuika sought to negotiate and reach settlement in a timeframe as contemporaneous as possible with the comprehensive settlements of the members of the CNI Iwi Collective and Ngati Makino and Waitaha. Accordingly, both iwi engaged in discussions with the Crown regarding the possibility of entering into direct negotiations as a matter of urgency.
- 3.37 By letter emailed to Tapuika on 28 March 2008, the Honourable Dr Michael Cullen, Minister in Charge of Treaty of Waitangi Negotiations, confirmed that the Crown was committed to entering into negotiations with Tapuika and Ngati Rangiwewehi over their historical Treaty of Waitangi claims. This decision

reflected the Crown's intention to prioritise, and conduct on similar timeframes where possible, negotiations to settle the remaining claims of the members of the CNI Iwi Collective, and negotiations to settle the claims of Central North Island iwi outside the Collective, including Tapuika and Ngati Rangiwewehi. Tapuika, Ngati Rangiwewehi and the Crown agreed to proceed on this basis in good faith and entered into the Joint Terms on 14 August 2008.

- 3.38 Agreement between Tapuika, Ngati Rangiwewehi and Ngati Rangiteaorere was reached in November 2008 and has resulted in the amendment of the joint Terms of Negotiations.

4 Purpose of the Amended Joint Terms

4.1 These Amended Joint Terms:

- a. apply to the negotiations to settle:
 - i. the Tapuika Historical Claims, as defined in clause 2.1 of Schedule A to this document; and
 - ii. the Ngati Rangiwewehi Historical Claims, as defined in clause 2.1 of Schedule B to this document; and
 - iii. the Ngati Rangiteaorere Historical Claims, as defined in clause 2.1 of Schedule C to this document.
- b. set out the objectives, scope, and general procedures for the negotiations;
- c. record the intention of the Parties regarding the negotiations process, including the intention to negotiate in good faith, confidentially and in a without prejudice manner; and
- d. are not legally binding and do not create a legal relationship. However, the Parties acknowledge that each expects the others to comply with the terms set out in this document during the negotiations.

5 Definition of the Crown

5.1 The Crown:

- a. means Her Majesty the Queen in right of New Zealand; and
- b. includes all Ministers of the Crown and all government departments; but

- c. does not include:
 - i. an Office of Parliament;
 - ii. a Crown entity; or
 - iii. a State enterprise named in the First Schedule to the State Owned Enterprises Act 1986.

6 Objectives, Scope, General Procedures and 'Ground Rules'

6.1 These Amended Joint Terms record the intention of Tapuika, Ngati Rangiwewehi and Ngati Rangiteaorere to settle the Tapuika Historical Claims, the Ngati Rangiwewehi Historical Claims and the Ngati Rangiteaorere Historical Claims by way of joint negotiations with the Crown.

6.2 The Amended Joint Terms as agreed will support the development of a settlement which is intended to:

- a. assist Tapuika, Ngati Rangiwewehi and Ngati Rangiteaorere to enhance their mana and tino rangatiratanga;
- b. assist the Crown to restore its honour;
- c. bring to Tapuika, Ngati Rangiwewehi and Ngati Rangiteaorere a level of peace through the settlement of long-standing injustices;
- d. enhance the ongoing relationship of Tapuika, Ngati Rangiwewehi and Ngati Rangiteaorere with the Crown in terms of Te Tiriti o Waitangi/The Treaty of Waitangi and otherwise;
- e. recognise the nature and extent of the Crown's breaches of its obligations to Tapuika, Ngati Rangiwewehi and Ngati Rangiteaorere and, where appropriate, acknowledges the effect that those breaches have had on the economic, social, cultural and political wellbeing of Tapuika, Ngati Rangiwewehi and Ngati Rangiteaorere;
- f. acknowledge the several and unique characteristics of the Tapuika Historical Claims, the Ngati Rangiwewehi Historical Claims and the Ngati Rangiteaorere Historical Claims including the importance of all lands and taonga within their respective tribal rohe to Tapuika, Ngati Rangiwewehi and Ngati Rangiteaorere; and
- g. settle all claims of Tapuika, Ngati Rangiwewehi and Ngati Rangiteaorere in a comprehensive, final, durable and fair (in the circumstances) manner in accordance with nga tikanga o Tapuika, nga tikanga o Ngati Rangiwewehi and nga tikanga o Ngati Rangiteaorere.

6.3 The settlement will not do any of the following:

- a. diminish or in any way adversely affect the rights that Tapuika, Ngati Rangiwewehi and Ngati Rangiteaorere have arising from Te Tiriti o Waitangi/The Treaty of Waitangi and its principles, except to the extent that the Tapuika Historical Claims, Ngati Rangiwewehi Historical Claims and Ngati Rangiteaorere Historical Claims arising from those rights are settled; or
 - b. extinguish any aboriginal or customary rights of Tapuika, Ngati Rangiwewehi and/or Ngati Rangiteaorere.
- 6.4 The Parties agree that the negotiations will be conducted by way of a co-operative, problem-solving approach to achieve resolution of these claims.
- 6.5 The Parties agree to adopt a joint negotiation process whereby:
 - a. the Tapuika representatives negotiate settlement of the Tapuika Historical Claims;
 - b. the Ngati Rangiwewehi representatives negotiate settlement of the Ngati Rangiwewehi Historical Claims;
 - c. the Ngati Rangiteaorere representatives negotiate settlement of the Ngati Rangiteaorere Historical Claims; and
 - d. the Crown negotiates jointly with Tapuika and/or Ngati Rangiwewehi and/or Ngati Rangiteaorere, in relation to issues or redress that affect more than one iwi.
- 6.6 In addition, the Parties agree that:
 - a. Tapuika, Ngati Rangiwewehi and Ngati Rangiteaorere will each enter into separate agreements in principle, and separate deeds of settlement with the Crown;
 - b. one piece of settlement legislation may give effect to the three settlements; and
 - c. if, during the course of the joint negotiations, any conflict arises in relation to the interpretation of these Amended Joint Terms, the Parties will attempt to resolve that dispute in good faith in an effort to ensure joint resolution of the Tapuika Historical Claims, Ngati Rangiwewehi Historical Claims and Ngati Rangiteaorere Historical Claims.

7 Procedural Matters

- 7.1 The Parties agree that:
 - a. negotiations will be on a 'without prejudice' basis and will be conducted in good faith and in a spirit of cooperation;

- b. the negotiations will be conducted in private and will remain confidential unless agreed otherwise (such as when consultation with affected third parties and the claimant communities is necessary) or when the Crown is required to release information under the Official Information Act 1982, or where the Parties are required to release information in the normal practice and procedure associated with litigation involving other parties (to avoid doubt, the negotiations will remain without prejudice as between the Parties, including for the purpose of litigation between the Parties);
- c. any Party may withdraw from negotiations if the negotiations become untenable;
- d. media and public comments concerning the negotiations will only be made when mutually agreed by all Parties;
- e. consistent with the obligations of good faith negotiations, if the Office of Treaty Settlements becomes aware of changes in legal control, or ownership of, or the granting of long term interests in, land of the Crown in which Tapuika, Ngati Rangiwewehi or Ngati Rangiteaorere claim an interest, the Office of Treaty Settlements will inform the Tapuika Iwi Authority, Te Maru o Ngati Rangiwewehi Iwi Authority or Ngati Rangiteaorere Claims Committee as appropriate of the proposal where possible; and
- f. early in the negotiation process both parties will discuss the redress interests of Tapuika, Ngati Rangiwewehi and Ngati Rangiteaorere and the Crown's policies in respect of those interests. Based on these discussions the Office of Treaty Settlements will provide information on relevant Crown assets potentially available for redress, including possible transfer, in a settlement.

7.2 The Parties will endeavour to ensure that the location of meetings will be suitable and convenient to all Parties, but particularly to Ngati Rangiwewehi, Tapuika and Ngati Rangiteaorere when kaumatua are attending the meeting.

7.3 The Parties will recognise the importance of using Te Reo Maori in the negotiations. Ngati Rangiwewehi, Tapuika and Ngati Rangiteaorere will provide the Crown with adequate notice when a translator is required in the negotiations.

8 Subject Matter for Negotiation

8.1 The subject matter for negotiation will be the Tapuika Historical Claims, the Ngati Rangiwewehi Historical Claims and the Ngati Rangiteaorere Historical Claims.

8.2 The Parties will together agree upon detailed issues to be negotiated. Any party may raise for discussion issues in addition to those agreed upon.

- 8.3 The list of issues to be discussed will include the following categories of redress:
- a. the Crown's apology and acknowledgements;
 - b. cultural redress;
 - c. financial and commercial redress.

Water (freshwater and sea water) has been identified as an issue of common interest to Tapuika, Ngati Rangiwewehi and Ngati Rangiteaorere. In respect of water, the parties intend to negotiate cultural, financial and commercial redress, including co-management of their respective waterways.

9 Mandate to Negotiate

- 9.1 The Parties record that the original Joint Terms of Negotiation, and Ngati Rangiteaorere's subsequent participation, were conditional upon the Minister of Māori Affairs and the Minister for Treaty of Waitangi Negotiations:
- i. approving the Deed of Mandate for the Tapuika Iwi Authority confirming that it has a mandate from the iwi of Tapuika to negotiate a settlement of the Tapuika Historical Claims;
 - ii. approving the Deed of Mandate for Te Maru o Ngati Rangiwewehi Iwi Authority confirming that it has a mandate from the iwi of Ngati Rangiwewehi to negotiate a settlement of the Ngati Rangiwewehi Historical Claims; and
 - iii. approving the Deed of Mandate for Ngati Rangiteaorere Claims Committee confirming that it has a mandate from the iwi of Ngati Rangiteaorere to negotiate a settlement of the Ngati Rangiteaorere Historical Claims.
- 9.2 The Crown acknowledges that the relevant Ministers have approved the deeds of mandate for Tapuika Iwi Authority and Te Maru o Ngati Rangiwewehi Iwi Authority, and the conditions recorded in 9.1.i and 9.1.ii have been satisfied.
- 9.3 The Crown further acknowledges that it has been provided a Deed of Mandate for Ngati Rangiteaorere Claims Committee which has been publicly advertised, and which will shortly be submitted to the Ministers for approval. The Parties acknowledge that time is of the essence in this matter and that the parties will take all reasonable steps to ensure that a robust mandate for Ngati Rangiteaore is achieved as soon as possible.

10 Representation Maintenance

- 10.1 Tapuika Iwi Authority, Te Maru o Ngati Rangiwewehi Iwi Authority and Ngati Rangiteaorere Claims Committee agree to undertake regular internal consultation with their respective members throughout the negotiations process, including providing regular updates through hui, newsletters and via their websites.
- 10.2 Tapuika Iwi Authority, Te Maru o Ngati Rangiwewehi Iwi Authority and Ngati Rangiteaorere Claims Committee agree to report at three monthly intervals, or as appropriate, to the Crown on the steps taken to consult with, or inform their members of the progress of the negotiations, including any representation issues that arise.
- 10.3 The Crown agrees to advise Tapuika Iwi Authority, Te Maru o Ngati Rangiwewehi Iwi Authority and Ngati Rangiteaorere Claims Committee about any correspondence it receives about their representative status to undertake negotiations.

11 Payments On Account

Ngati Rangiwewehi and Tapuika

- 11.1 The Parties acknowledge that Ngati Rangiwewehi and Tapuika will benefit from early provision of part or all of their commercial redress to allow them to re-establish their economic bases.
- 11.2 In accordance with the early benefits being derived by those Iwi who are parties to the CNI Collective settlement, the Crown agreed to provide payments on account to Ngati Rangiwewehi and Tapuika.
- 11.3 Payments on account to Ngati Rangiwewehi and Tapuika (the sum of \$2,500,000 each to Ngati Rangiwewehi and Tapuika) were made in December 2008.
- 11.4 The payments on account were made to Te Maru o Ngati Rangiwewehi Iwi Authority on behalf of Ngati Rangiwewehi and Tapuika Iwi Authority on behalf of Tapuika to be held on the following trusts:
- a. to be applied for the benefit of Ngati Rangiwewehi and Tapuika respectively at their discretion; and
 - b. upon formal ratification of a post settlement governance entity ("PSGE") to be transferred to that entity (if different from the initial recipient) to be held on the terms identified in the PSGE ratification process.
- 11.5 The payments on account were conditional on Te Maru o Ngati Rangiwewehi Iwi Authority and Tapuika Iwi Authority gaining support from their respective Iwi for the receipt of such payments in the course of the mandating process discussed in clause 9 above.

- 11.6 Payments on account were conditional upon Crown acceptance of mandates for Te Maru o Ngati Rangiwewehi Iwi Authority and Tapuika Iwi Authority.
- 11.7 Subject to obtaining the consent of the Minister of Finance, the Crown undertook to indemnify Tapuika Iwi Authority and Te Maru o Ngati Rangiwewehi Iwi Authority against any income tax, GST or gift duty arising from the transfer of the on account payments.
- 11.8 Tapuika Iwi Authority and Te Maru o Ngati Rangiwewehi Iwi Authority agree that no further tax indemnity will be provided for (in respect of those on account payments) after they receive the on account payments so taxation will then occur as appropriate to the form and operations of the entities holding the payments.
- 11.9 The level of payments on account to Ngati Rangiwewehi and Tapuika shall be without prejudice to the value of commercial redress finally agreed between the Parties, which is in all respects subject to the process of good faith negotiations set out in these terms.

Ngati Rangiteaorere

- 11.10 Pursuant to the Deed of Agreement signed between Ngati Rangiteaorere and the Crown on 21 October 1993, the Crown made an ex-gratia payment of \$760,000 (including GST) to the trustees of Te Ngae Farm Trust Board on behalf of Ngati Rangiteaorere as part of the settlement of Ngati Rangiteaorere Treaty of Waitangi historical claims relating to the Ngati Rangiteaorere Claim Report 1990 (Wai 32) by the Waitangi Tribunal.
- 11.11 In accordance with the early benefits being derived by those Iwi who are parties to the CNI Collective settlement, the Crown agreed to provide a further payment on account to Ngati Rangiteaorere.
- 11.12 The sum of \$500,000, an on account payment to Ngati Rangiteaorere (Hulton Patchell Ltd Trust a/c), was made on 19 December 2008.
- 11.13 The payment was made to Ngati Rangiteaorere Claims Committee on behalf of Ngati Rangiteaorere to be held on the following trusts:
- c. to be applied for the benefit of Ngati Rangiteaorere at the discretion of Ngati Rangiteaorere Claims Committee; and
 - d. upon formal ratification of a post settlement governance entity ("PSGE") to be transferred to that entity (if different from the initial recipient) to be held on the terms identified in the PSGE ratification process.
- 11.14 The payment on account was conditional on Ngati Rangiteaorere Claims Committee gaining support from Ngati Rangiteaorere for the receipt of such payment in the course of the mandating process discussed in clause 9 above.
- 11.15 Payments on account were made upon Crown acceptance of the mandate for Ngati Rangiteaorere Claims Committee.

- 11.16 Subject to obtaining the consent of the Minister of Finance, the Crown undertook to indemnify Ngati Rangiteaorere Claims Committee against any income tax, GST or gift duty arising from the transfer of the on account payments.
- 11.17 Ngati Rangiteaorere Claims Committee agrees that no further tax indemnity will be provided for after it receives the on account payment so taxation will then occur as appropriate to the form and operations of the entities holding the payments.
- 11.18 The levels of the ex-gratia payment already received by Ngati Rangiteaorere and the payment on account to Ngati Rangiteaorere shall be without prejudice to the value of commercial redress finally agreed between the Parties, which is in all respects subject to the process of good faith negotiations set out in these terms.

12 Process of Negotiations

- 12.1 The Parties agree that the general process of negotiations will include, but not necessarily be limited to:

a. Agreements in Principle

the signing of Agreements in Principle that will outline the scope and nature, in principle, of the settlement redress that will be recorded in the Deeds of Settlement;

b. Initialled Deeds of Settlement

the initialling of Deeds of Settlement by the Parties. The Deeds of Settlement will set out the terms and conditions of the settlement of the Tapuika Historical Claims, the Ngati Rangiwewehi Historical Claims and the Ngati Rangiteaorere Historical Claims;

c. Ratification

the presentation by the Tapuika Iwi Authority of the initialled Deed of Settlement to Tapuika, by Te Maru o Ngati Rangiwewehi Iwi Authority of the initialled Deed of Settlement to Ngati Rangiwewehi and by the Ngati Rangiteaorere Claims Committee of the initialled Deed of Settlement to Ngati Rangiteaorere, for ratification in a manner to be agreed by the Parties;

d. *Deeds of Settlement Signed if Ratified*

the signing of the Deeds of Settlement by the relevant parties if the relevant Deed of Settlement is ratified;

e. *Governance Entity*

the approval by the Crown, and the ratification by Tapuika, Ngati Rangiwewehi and Ngati Rangiteaorere, of their respective governance entities to represent Tapuika, Ngati Rangiwewehi and Ngati Rangiteaorere, and to receive and manage their settlement redress; and

f. *Settlement Legislation*

the passage of settlement legislation. The settlement of the Tapuika Historical Claims, the Ngati Rangiwewehi Historical Claims and the Ngati Rangiteaorere Historical Claims will be effective once suitable governance entities are formed to hold the settlement redress and the required settlement legislation receives the Royal Assent. An approved governance entity structure is required before the settlement legislation can be introduced.

13 What the Settlement Will Enable

13.1 The Parties agree that the settlement of all Tapuika Historical Claims, Ngati Rangiwewehi Historical Claims and Ngati Rangiteaorere Historical Claims will enable the:

- a. final settlement of all the Tapuika Historical Claims, Ngati Rangiwewehi Historical Claims and Ngati Rangiteaorere Historical Claims, and the release and discharge of all the Crown's obligations and liabilities in respect of those claims;
- b. discontinuance of the Office of Treaty Settlements landbank arrangement for the protection of potential settlement properties for the benefit of Tapuika, Ngati Rangiwewehi and Ngati Rangiteaorere;
- c. removal, for the benefit of Tapuika, Ngati Rangiwewehi and Ngati Rangiteaorere, of any resumptive memorials from the titles of land subject to the State Owned Enterprises Act 1986, the Railways Corporation Restructuring Act 1990, the Crown Forests Assets Act 1989 and the Education Act 1991;
- d. removal of the jurisdiction of the Courts, the Waitangi Tribunal and any other judicial body or tribunal in respect of the Tapuika Historical Claims, the Ngati Rangiwewehi Historical Claims and the Ngati Rangiteaorere Historical Claims, their Deeds of Settlement, the redress provided and the settlement legislation (but not for the removal of such jurisdiction in

respect of the implementation or interpretation of terms in any Deed of Settlement or any settlement legislation); and

- e. discontinuance of any legal proceedings or proceedings before the Waitangi Tribunal in relation to the Tapuika Historical Claims, Ngati Rangiwewehi Historical Claims and Ngati Rangiteaorere Historical Claims.

14 Negotiation Schedule

14.1 The Parties agree to:

- a. commence substantive negotiations as soon as reasonably practicable and to work to the attached timetable and workplan;
- b. endeavour to be ready to sign Agreements in Principle by 30 November 2009 or sooner;
- c. endeavour to agree within nine months or sooner of reaching Agreements in Principle:
 - i. a draft Deed of Settlement between the Crown and Tapuika; and
 - ii. a draft Deed of Settlement between the Crown and Ngati Rangiwewehi; and
 - iii. a draft Deed of Settlement between the Crown and Ngati Rangiteaorere
- d. meet regularly and often until each Deed of Settlement is achieved.

15 Overlapping Claims

15.1 The Parties agree that overlapping claim issues will need to be addressed to the satisfaction of the Crown before a Deed of Settlement can be concluded. The Parties also agree that certain redress provided to Tapuika, Ngati Rangiwewehi or Ngati Rangiteaorere as part of their Deeds of Settlement may need to reflect the importance of an area or feature to other claimant groups.

15.2 The Parties will discuss their Iwi interests with overlapping claimants at an early stage in the negotiation process and endeavour to establish a process by which they can reach agreement on how such interests can be addressed or accommodated.

15.3 The Crown may assist the parties as it considers appropriate and will carry out its own consultation with overlapping claimants.

- 15.4 The Crown may be in Treaty settlement negotiations with overlapping claimants. Issues arising in those negotiations, including issues concerning Crown forest land, may be relevant to these negotiations and vice versa. The Crown will ensure that the Parties are kept informed of these issues (subject only to the confidentiality of matters specific to the other negotiations).

Governance Entities

- 16.1 The Parties agree that before settlement legislation can be introduced, appropriate legal entities will need to be in place for each of Tapuika, Ngati Rangiwewehi and Ngati Rangiteaorere that:
- a. have been ratified by Tapuika, Ngati Rangiwewehi and Ngati Rangiteaorere respectively;
 - b. are in a form that the parties agree adequately represents Tapuika, Ngati Rangiwewehi and Ngati Rangiteaorere respectively;
 - c. have transparent decision making processes; and
 - d. are accountable to Tapuika, Ngati Rangiwewehi and Ngati Rangiteaorere respectively.

17 Claimant Funding

- 17.1 The Parties acknowledge that the Crown will make a contribution to the negotiation costs of the Tapuika Iwi Authority, Te Maru o Ngati Rangiwewehi Iwi Authority and the Ngati Rangiteaorere Claims Committee. This contribution will be paid in instalments for the achievement of specified milestones in the negotiation process.
- 17.2 The Tapuika Iwi Authority, Te Maru o Ngati Rangiwewehi Iwi Authority and Ngati Rangiteaorere Claims Committee will adhere to the Office of Treaty Settlements' claimant funding policy guidelines. In particular, before each instalment of claimant funding is approved, the Tapuika Iwi Authority, Te Maru o Ngati Rangiwewehi Iwi Authority and Ngati Rangiteaorere Claims Committee will provide the Crown with invoices that demonstrate that the previous instalment of claimant funding was applied to negotiation expenses.
- 17.3 The Tapuika Iwi Authority, Te Maru o Ngati Rangiwewehi Iwi Authority and Ngati Rangiteaorere Claims Committee will provide the Crown with independently audited accounts for the claimant funding that they receive from the Crown, certifying that the funding was spent on the negotiations.

18 Waiver of Other Avenues of Redress

18.1 During these negotiations, the Tapuika Iwi Authority, Te Maru o Ngati Rangiwewehi Iwi Authority and Ngati Rangiteaorere Claims Committee agree neither to initiate nor to pursue any legal proceedings relating to the subject matter of the negotiations.

19 Communication

19.1 The Parties will ensure regular and appropriate internal consultation procedures throughout the negotiations, taking into account the need to keep the claimant community informed, but also the need for confidentiality regarding third parties.

20 Not Bound until Deed of Settlement

20.1 The Parties will take all reasonable efforts to achieve a settlement but acknowledge that this agreement does not bind any Party to reach a settlement.

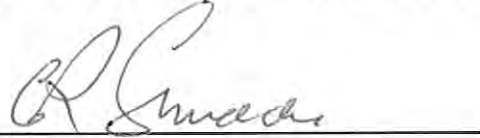
20.2 Any agreement reached within negotiation discussions in the progress toward settlement is confidential, without prejudice and will not be binding until embodied in signed Deeds of Settlement and settlement legislation.

21 Amendments

21.1 The Parties acknowledge that it may be necessary to amend these Amended Joint Terms from time to time and agree that all amendments must be approved by all Parties and recorded in writing.

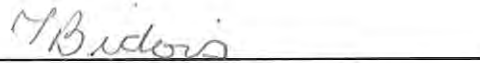
SIGNED this day of July 2009

FOR AND ON BEHALF OF TAPUIKA IWI AUTHORITY:



George Rupuha Skudder
Chairman, Tapuika Iwi Authority, Tapuika Claims Committee

FOR AND ON BEHALF OF TE MARU O NGATI RANGIWEWEHI IWI AUTHORITY:



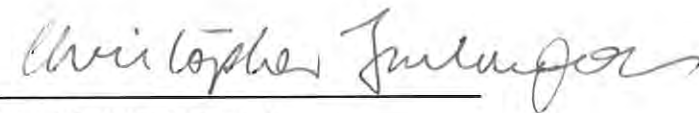
Yvonne Te Rangikaheke Bidois
Chairperson, Te Maru o Ngati Rangiwewehi Iwi Authority

FOR AND ON BEHALF OF NGATI RANGITEAORERE CLAIMS COMMITTEE

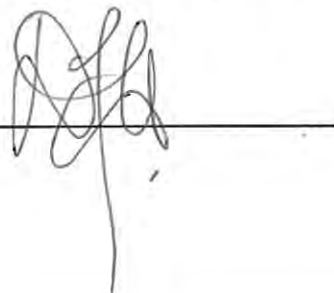


Tai Eru
Chairman, Ngati Rangiteaorere Claims Committee

FOR AND ON BEHALF OF THE CROWN:



Hon Christopher Finlayson
Minister for Treaty of Waitangi Negotiations

Witness 

Signatures of members of Ngati Rangiteaorere who support the Parties entering into these Amended Terms of Negotiation:

Hapea & Hau & Horo Hapea
 Hori Hapea Hoani Te Kawakava Atutahi
 Rangii Hapea
 Matau Ellis
 Matekino Hapea M Hapea
 Vernon Hapea
 uia Adrian Farrell

Lina Phillips
 Blanche Hapea Kiriana
 Mawa Te Hui Setipou Small
 Prichard Manning Esley Tahi Te Ahoteaangi Davis
 Anepua Te Hui Ngataki
 Ngawhanga Hapea Kiriana
 Mhuiri

Wahine Katoa
 Kaha Kereama
 Pink Hui Wirimiri

Lorraine Smith Margaret Foley - CAINE EASTHOPE
 Fitchcock
 R. Rika
 L.M. Dixdale-Bell
 Farrell
 Hates
 M Bidoni
 gettancock

Mark John Jekiri
 Kirimatao Tautiiti
 Ives Metohia
 Ray Farrell
 J. J. J. J.
 J. J. J. J.

Wobbe-Pe

HJ Hapeta

Ingevlane

Jesse Pege son

Linn-fine J

Nerouma Rene

Kiuhikore Jacombs

Sharon Pe Arai Nikora

AP

Signatures of members of Tapuika who support the Parties entering into these Amended Terms of Negotiation:

J Williams
R. Suter.

19/6/00
P Marshall

Dkene Dinsdale.

A Marshall

Blanche Hehepa - Kiria

Ngawhainga Kiriona

N.C. Tokani
L. McDinsdale - Biel.

Ant Dunlop

J. Whirinaki

~~SSD~~

P. V. O.

~~SSD~~

Eddie Kiri

Bruce

M. K.

R. Rika
Antoncock.

I. K.

Volata & Co OMB

Rubi Hewia.

Marnie Hedge

Theo Netahio Tait

M. Borden's

Asates.

Sharon Lane

Sharon Te Arai Nikora.

Aislin Morgan

SSD

RAUKAWA CLEAR

Signatures of members of Ngati Rangiwewehi who support the Parties entering into these Amended Terms of Negotiation:

Blanche Hapea-Kiriana
Ngawhainga Hapea - Kiriana
R.M. Dunsdale - Biel.

[Signature]

V. Hihirua

[Signature]

L. Smith

E. Bidois

C.S. Nikora

J. Marsh

Toro Brier's

[Signature]

[Signature]

L. Kika

J. P. Hihirua

J. Hancock

J. Le Kum

Viola Brier *[Signature]*

Ruth Hani

Honora Hodge

Theo Netario Tait

ALBERT YATES.

[Signature]

G.M. Hani

Aroha Morgan

Sharon Te Arai Nikora

[Signature]

RAUKAWA CHAIR

M.E. Tuhaikarama

J. Tui-Bidois

J. N. Brier

Schedule A: Further Definition of Matters Relevant to Tapuika Iwi Authority

1 Definition of Tapuika

1.1 Tapuika is:

- a. the collective group composed of persons:
 - i. who descend from the tupuna Tia through Makahae, Huritini, Marangaiparaoa, Tukutuku, Tamateranini, or Tuariki; and
 - ii. who are members of one or more of the following hapū:
 - Ngati Tauna;
 - Ngati Te Kanawaihi;
 - Ngati Ruangutu;
 - Ngati Ngakohua;
 - Ngati Totokau;
 - Ngati Tukohuru;
 - Ngati More;
 - Ngati Marupuriri;
 - Ngati Huaki;
 - Ngati Tuheke;
 - Ngati Taraokino;
 - Ngati Te Kiri;
 - Ngati Te Uarangi;
 - Ngati Wahapua;
 - Ngati Tu;
 - Ngati Pahiko;
 - Ngati Haungarangi;
 - Ngati Kuri;

- Ngati Tahere;
- Ngati Tauraherehere;
- Ngati Ngarangipahi;
- Ngati Tukaheke;
- Ngati Marukukere;
- Ngati Hinerangi;
- Ngati Hineumu;
- Ngati Ngaroto;
- Ngati Te Pipi;
- Ngati Moko; or
- Ngati Hinerua; and

- b. every whanau, hapū or group of persons to the extent that that whanau, hapū or group of persons includes persons referred to in clause 1.1(a) of this Schedule; and
- c. every person referred to in clause 1.1(a) of this Schedule.

1.2 The detail of the definition of Tapuika may be developed further over the course of negotiations for inclusion in any Deed of Settlement that may be agreed between the Crown and Tapuika.

2 Tapuika Historical Claims

2.1 Tapuika Historical Claims:

- a. means all claims made at any time (whether or not the claims have been considered, researched, registered or notified) by Tapuika or any person or group representing Tapuika that:
 - i. are founded on a right arising:
 - from Te Tiriti o Waitangi/The Treaty of Waitangi, or its principles;
 - under legislation;
 - at common law (including customary law and aboriginal title);
 - from a fiduciary duty; or
 - otherwise; and
 - ii. arise from or relate to acts or omissions before 21 September 1992:
 - by or on behalf of the Crown;
 - by or under legislation; and
- b. includes every claim to the Waitangi Tribunal to which clause 2.1(a) applies, including (as the claims relate to the interests of Tapuika):
 - i. Wai 615 as claimed by Rangikaia mokura Hiini and others;
 - ii. Wai 825 in the name of Taru Kingi;
 - iii. Wai 831 as claimed by Koro Ronaki and others;
 - iv. Wai 1182 as claimed by Aronia Ahomiro and others; but
- c. does not include a claim that a member of Tapuika or a whanau, hapu or group of Tapuika may have that is founded on a right arising as a result of being descended from an ancestor to whom clause 1.1(a)(i) does not apply.

3 Mandate to Negotiate

- 3.1 The Tapuika Iwi Authority considers that it has a mandate to represent Tapuika because:
- a. the Tapuika claimants were a unified group during the course of the Waitangi Tribunal hearings in the Tauranga Moana and Central North Island inquiries, and the claimants support the Tapuika Iwi Authority;
 - b. at a Special Hui a Iwi held on 14 December 1994 at Tia Marae, Te Paamu, the people of Tapuika unanimously resolved to establish a tribal authority to be known as the Tapuika Iwi Authority. The Tapuika Iwi Authority was duly established as an incorporated society and has operated on behalf of the iwi since that time;
 - c. a Hui a-iwi of Tapuika on 10 December 2006 approved the establishment of the Tapuika Iwi Authority as a Trust, and accordingly reviewed and adopted a new trust deed and the appointment of trustees, including hapū representatives;
 - d. at the Annual General Meeting of the Tapuika Iwi Authority held on 20 January 2008 at Ngati Moko Marae, the beneficiaries nominated and appointed two further trustees, who are taurahere Trustee representatives; and
 - e. in 2007 Tapuika Iwi Authority held a series of communication and strategy hui with the Tapuika people within the Tapuika rohe and in the main cities nationally to discuss the prospect of direct negotiations.

Schedule B: Further Definition of Matters Relevant to Ngati Rangiwewehi Iwi Authority

1 Definition of Ngati Rangiwewehi

1.1 Ngati Rangiwewehi is:

- a. the collective group composed of persons:
 - i. who descend from the Rangiwewehi tupuna Tawakeheimoa; and
 - ii. who are members of one or more of the following hapū/descent groups:
 - Ngati Kereru;
 - Ngati Ngata;
 - Ngati Te Purei;
 - Ngati Rehu;
 - Ngati Whakaokorau;
 - Ngati Whakakeu; or
 - Ngati Tawhaki; and
- b. every whanau, hapū, or group of persons to the extent that that whanau, hapū or group includes persons referred to in clause 1.1(a) of this Schedule; and
- c. every person referred to in clause 1.1(a) of this Schedule.

1.2 The detail of the definition of Ngati Rangiwewehi may be developed further over the course of negotiations for inclusion in any Deed of Settlement that may be agreed between the Crown and Ngati Rangiwewehi.

2 Ngati Rangiwewehi Historical Claims

2.1 Ngati Rangiwewehi Historical Claims:

- a. means all claims made at any time (whether or not the claims have been considered, researched, registered or notified) by Ngati Rangiwewehi or any person or group representing Ngati Rangiwewehi that:
 - i. are founded on a right arising:
 - from Te Tiriti o Waitangi/The Treaty of Waitangi, or its principles;
 - under legislation;
 - at common law (including customary law and aboriginal title);
 - from a fiduciary duty; or
 - or otherwise; and
 - ii. arise from or relate to acts or omissions before 21 September 1992:
 - by or on behalf of the Crown; or
 - by or under legislation; and
- b. includes every claim to the Waitangi Tribunal to which clause 2.1(a) applies, including:
 - i. Wai 218 – a claim filed by Samuel Augustin Hahunga on behalf of Pekahaua Puna Trustees and Ngati Rangiwewehi Tribe;
 - ii. Wai 219 – a claim filed by Samuel Augustin Hahunga on behalf of Ngati Rangiwewehi Tribe;
 - iii. Those aspects of Wai 1452 relating to Ngati Rangiwewehi – being an umbrella claim prosecuted by Woodward Law Offices on behalf of Ngati Rangiwewehi and other claimant groups;
 - iv. Wai 1200 – the decision - He Maunga Rongo: The Report from the Central North Island Claims; acknowledging the Ngati Rangiwewehi 'sphere of influence' extending beyond its 'core rohe' that includes a direct customary claim to the CNI CFL Horohoro Forest and associated claim to Kaingaroa Forest; but
- c. does not include a claim that a member of Ngati Rangiwewehi or a whanau, hapū or group of Ngati Rangiwewehi may have that is founded on a right arising as a result of being descended from an ancestor to whom clause 1.1(a)(i) does not apply.

3 Mandate to Negotiate

3.1 Te Maru o Ngati Rangiwewehi Iwi Authority considers that it has a mandate to represent Ngati Rangiwewehi because:

- a. at a hui a iwi held at Tarimano Marae, Awahou, Rotorua on 10 February 2002 Te Maru o Ngati Rangiwewehi Iwi Authority was established;
- b. Ngati Rangiwewehi established a mandate to a group of Ngati Rangiwewehi leaders to negotiate its historical claims during Te Arawa mandating processes held in 2003;
- c. the Ngati Rangiwewehi claimants were a unified group through the course of the Waitangi Tribunal hearings in the Central North Island inquiries, and the claimants support Te Maru o Ngati Rangiwewehi Iwi Authority;
- d. the hui held at Tarimano Marae, Awahou, Rotorua on 11 December 2005 resulted in a resolution that Ngati Rangiwewehi reaffirm its mandate of Te Maru o Ngati Rangiwewehi Iwi Authority for negotiations to settle historical Treaty claims; and
- e. the outcome of hui-a-iwi held at Tarimano Marae, Awahou, Rotorua on 2 April 2008 resulted in Ngati Rangiwewehi resolving that Te Maru o Ngati Rangiwewehi Iwi Authority negotiate a comprehensive settlement of Ngati Rangiwewehi historical Treaty claims.

Schedule C: Further Definition of Matters Relevant to Ngati Rangiteaorere Claims Committee

1 Definition of Ngati Rangiteaorere

1.1 Ngati Rangiteaorere is:

- a. the collective group composed of persons:
 - (i) who descend from the tupuna Rangiteaorere; and
 - (ii) who are members of one or more of the following koromatua whānau groups of Ngāti Rangiteaorere, or any other whanau or hapu recognized as a constituent grouping:
 - Te Kiri Karamu (Atutahi/Te Ngahoa)
 - Ratema, Te Atetini, Taiapua
 - Hapeta/Hoani Atutahi
 - Tamihana/Ranapiri
 - Rangitarahae/Kereopa
 - Erepeta
 - Wihau / Tokooterangi; and
- b. every whanau, hapū or group of persons to the extent that that whanau, hapū or group of persons includes persons referred to in clause 1.1(a) of this Schedule; and
- c. every person referred to in clause 1.1(a) of this Schedule.

1.2 The detail of the definition of Ngati Rangiteaorere may be developed further over the course of negotiations for inclusion in any Deed of Settlement that may be agreed between the Crown and Ngati Rangiteaorere.

2 Ngati Rangiteaorere Historical Claims

2.1 Ngati Rangiteaorere Historical Claims:

- a. means all claims made at any time (whether or not the claims have been considered, researched, registered or notified) by Ngati Rangiteaorere or any person or group representing Ngati Rangiteaorere that:
 - (i) are founded on a right arising:

- from Te Tiriti o Waitangi/The Treaty of Waitangi, or its principles;
 - under legislation;
 - at common law (including customary law and aboriginal title);
 - from a fiduciary duty; or
 - otherwise; and
- (ii) arise from or relate to acts or omissions before 21 September 1992:
- by or on behalf of the Crown;
 - by or under legislation; and
- b. includes every claim to the Waitangi Tribunal to which clause 2.1(a) applies, including (as the claims relate to the interests of Ngati Rangiteaorere):
- WAI 32;
 - WAI 153;
 - WAI 564 ;
 - WAI 936;
 - WAI 1200 (Generic CNI Inquiry to the extent it relates to Ngati Rangiteaorere);
 - WAI 1296;
 - WAI 1374;
 - WAI 1452 (Te Arawa Taumata Comprehensive Claim to the extent it relates to Ngati Rangiteaorere); but

- c. does not include a claim that a member of Ngati Rangiteaorere or a whanau, hapu or group of Ngati Rangiteaorere may have that is founded on a right arising as a result of being descended from an ancestor to whom clause 1.1(a)(i) does not apply.

3 Mandate to Negotiate

3.1 The Ngati Rangiteaorere Claims Committee considers that it has a mandate to represent Ngati Rangiteaorere because:

- a. Advertised hui of Ngati Rangiteaorere were held dated 18 April 2009 (at Mataikotare Marae, Rotorua), and 25 April 2009 at Robertson Road in Mangere, South Auckland;
- b. the Ngati Rangiteaorere claimants passed resolution at both of the Mandate meetings to mandate NRCC to represent Ngati Rangiteaorere in relation to a:

“... comprehensive settlement of all the constituent Iwi and Hapu historical Treaty of Waitangi Claims.”

- c. The above meetings confirmed the mandate of NRCC which led Ngati Rangiteaorere over the period 2003 – 2006 in its successful effort to remain outside the mandate of Nga Kaihautu o Te Arawa, culminating in a firm vote to this effect in June 2006.