

**BEFORE THE WAITANGI TRIBUNAL
TE RŌPŪ WHAKAMANA I TE TIRITI O WAITANGI**

IN THE MATTER of the Treaty of Waitangi Act 1975

AND IN THE MATTER of the Crown's Treaty settlement policy regarding overlapping claims and the proposed redress in relation to the Hauraki Collective, Marutūāhu Collective and individual Hauraki iwi settlements.

AND IN THE MATTER of a claim filed by **HAYDN THOMAS EDMONDS** on behalf of Ngātiwai Trust Board and the iwi of Ngati Wai for an urgent inquiry into the Crown's settlement policy regarding overlapping claims and the proposed redress in the Hauraki Collective, Marutūāhu Collective and individual Hauraki iwi settlements.

**AFFIDAVIT OF HAYDN THOMAS EDMONDS ON BEHALF OF NGĀTIWAI
TRUST BOARD**

21st

July 2017

KAHUI
LEGAL

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Counsel: K Tahana / M C Tukapua

WELLINGTON

I, HAYDN THOMAS EDMONDS, SWEAR:

Introduction

1. My name is Haydn Thomas Edmonds. I am Ngātiwai.
2. I am the Chairman of the Ngātiwai Trust Board (the **Trust Board**), and have been in that role since 2001 and was re-elected in 2014.
3. I am the claimant on behalf of the Trust Board and I swear this affidavit in support of the application for an urgent Tribunal hearing in relation to the proposed settlements with the Hauraki Collective, the Marutūāhu Collective and individual iwi of Hauraki (**Hauraki Settlements**).
4. In this affidavit, I will address the following:
 - (a) my personal experience and background;
 - (b) the role of the Trust Board in relation to Ngātiwai;
 - (c) the involvement of Ngātiwai in the Crown's overlapping claims policies and processes in relation to the Hauraki Settlements;
 - (d) Ngātiwai's attempts to engage directly with the various iwi of Hauraki; and
 - (e) the impact of the proposed redress in the Hauraki Settlements on Ngātiwai mana whenua and kaitiakitanga.

Personal Experience and Background

5. I am the Chairman of the Trust Board. I am also a member of the Trust Board's Treaty Claims Committee and the Chair of the Punaruku Marae Committee.
6. I am Te Uri O Hikihiki of Ngātiwai whānui and my father Thomas Edmonds was a trustee of the Trust Board in the 1990s under the Chairmanship of Kahutai Roberts and then Te Witi McMath.

Ngātiwai

7. Ngātiwai's tribal rohe encompasses the eastern coastline from the Bay of Islands to north of Tāmaki including all the offshore islands. Ngātiwai are the descendants of Manaia II who are inextricably connected with the sea, as our name suggests. This is reflected by our history and traditions; in the caves of Manawāhuna in Motukōkako, at Taihāruru and our battles at Mimiwhāngata and Waiwerawera. Our kaitiaki Tū Te Mahurangi, or

Tūkaiaia guides us through the challenges our iwi face; “Kia tupato! ka tangi a Tūkaiaia kei the moana, ko Ngātiwai kei te moana e haere ana. Ka tangi a Tūkaiaia kei tuawhenua, ko Ngātiwai kei tuawhenua e haere ana”.

Ngātiwai Trust Board

8. The Trust Board is a charitable trust established under the Charitable Trusts Act 1957. The Trust Board was incorporated on 22 November 1966. A copy of the Trust Board’s deed of trust dated 7 November 2006 is **attached** hereto and marked **Document 1** within Exhibit A.
9. The Trust Board is also recognised as:
 - (a) a mandated iwi organisation under the Māori Fisheries Act 2004;
 - (b) an “Iwi Aquaculture Organisation” under the Māori Commercial Aquaculture Claims Settlement Act 2004; and
 - (c) an “iwi authority” representing Ngātiwai for the purposes of the Resource Management Act 1991.
10. Individuals who whakapapa to Ngātiwai can register as a beneficiary of the Trust Board. The Trust Board is comprised of fourteen (14) trustees representing those affiliated marae in the Ngātiwai rohe. The iwi of Ngātiwai includes the many related hapū, whānau and individuals affiliated to the kāinga and marae of Ngātiwai.
11. The hapū of Ngātiwai include Ngare Raumati, Te Uri o Hikihiki, Ngāti Tautahi, Te Whānau Whero-mata-mamoe, Te Aki Tai, Te Whānau ā Rangihakaahu, Te Kainga Kuri, Ngāti Toki ki-te-moana, Ngāti Takapari, Ngāti Kororā, Te Waiariki, Te Patuharakeke, Ngāti Manuhiri and Ngāti Rehua.
12. Our Waitangi Tribunal claim was one of the earliest lodged with the Waitangi Tribunal, in 1987. Our mandate was recognised by the Crown in October 2015. In December 2015, a challenge to our mandate was lodged in the Waitangi Tribunal by some members of some of our hapū. This challenge has unfortunately stalled the progress of our settlement negotiations.

Crown’s policies and processes regarding proposed redress in Hauraki Settlements

13. The correspondence exchanged between the Trust Board and the Crown is set out in detail and attached to the affidavit of Tania McPherson, the Trust Board's Treaty Claims Manager. In this section of my affidavit I summarise from the Trust Board's perspective the key issues with the Crown's engagement with the Trust Board on the Hauraki Settlements. These are:

- (a) engagement with the Trust Board has occurred late in the process;
- (b) in relation to Aotea, the Crown included the Trust Board in 2013 and then excluded the Trust Board from discussions between 2014 to mid-2016 relating to the Marutūāhu Collective redress;
- (c) the timeline and process followed by the Crown for the Hauraki Settlements has been ad hoc, unclear and confusing; and
- (d) the Crown's preferred approach of seeking "overlapping claimants" to engage directly with Hauraki iwi has not worked.

Crown not engaging early with Ngātiwai

14. The Crown has engaged with the Trust Board late in the process, after redress has already been offered or commitments to explore redress have been made.

No engagement prior to Record of Agreement – Marutūāhu Collective

15. On 17 May 2013 the Marutūāhu Collective Record of Agreement (the **Record of Agreement**) was signed. The Crown did not engage with the Trust Board prior to signing the Record of Agreement. This is despite the Record of Agreement including an agreement to explore the vesting of cultural redress properties including properties within Ngātiwai's area of interest (Kawau Island Historic Reserve, Mahurangi Scenic Reserve and Motuora Island Recreation Reserve), and to explore RFR redress for the Marutūāhu Collective in respect of Aotea.

16. On 6 June 2013 the Trust Board sent a letter to the Crown, via our then lawyer Mr Wayne Peters, highlighting our areas of concern and objection and seeking to engage in discussions on overlapping claims relating to the Marutūāhu Collective Record of Agreement.

17. It was not until October 2013 that the Crown engaged with the Trust Board on Marutūāhu Collective proposed redress. A copy of the Crown's letter dated 4 October 2013 is **attached** hereto and marked **Document 2** within Exhibit A.
18. It was not until August 2016 that the Trust Board received details of the proposed redress for Marutūāhu iwi on Aotea. A copy of the Crown's letter dated 22 August 2016 is **attached** hereto and marked **Document 3** within Exhibit A. Less than two months later on 11 November 2016, the Minister advised us of his final decision. A copy of the Crown's letter dated 11 November 2016 is **attached** hereto and marked **Document 4** within Exhibit A.

No engagement prior to Deed of Settlement – Hauraki Collective and Ngai Tai ki Tamaki

19. The Crown first wrote to the Trust Board regarding the Hauraki Collective Deed of Settlement in January 2017, after the Hauraki Collective Deed of Settlement had already been initialled in December 2016. Copies of the Crown's letters dated 13 January 2017 and 18 January 2017 are **attached** hereto and marked **Document 5** and **Document 6** within Exhibit A.

No engagement prior to Deed of Settlement – Ngāi Tai ki Tamaki

20. The Crown first wrote to the Trust Board regarding the Ngāi Tai ki Tamaki Deed of Settlement in June 2017, after the Ngāi Tai ki Tamaki Deed of Settlement had already been signed in November 2015. A copy of the Crown's letter dated 13 June 2017 is **attached** hereto and marked **Document 7** within Exhibit A.

Impact of late engagement

21. Being engaged so late in the process has meant the Trust Board has been on the back foot and been given limited time to provide its position to the Crown and to attempt to influence the Crown's decisions.

Exclusion of the Trust Board regarding Aotea

22. The Crown did not engage with the Trust Board in relation to proposed redress at Aotea, acting on the incorrect assumption that all Ngātiwai interests were captured by Ngāti Rehua-Ngāti Wai ki Aotea Trust. Our

letters to the Crown and responses received on this point are summarised below.

23. By letter dated 1 April 2014 to the Minister (a copy of which is **attached** marked **Document 8** within Exhibit A) the Trust Board advised the Crown that it wanted to engage with Marutūāhu on redress at Aotea and advised that Ngātiwai, represented by the Trust Board, were the principal tangata whenua of Aotea.
24. The Minister responded (by letter dated 15 May 2014, a copy of which is **attached** marked **Document 9** within Exhibit A) that he welcomed the Trust Board's "ongoing engagement with Ngati Rehua" over redress proposed for the Marutūāhu iwi on Aotea. From the Trust Board's perspective, it is not appropriate for the Crown to require the Trust Board to engage its hapū, via Ngāti Rehua, in circumstances where the Trust Board has requested that it be engaged directly with the Crown.
25. By letter dated 25 July 2014 to the Office of Treaty Settlements (OTS) regarding redress on Aotea and elsewhere (a copy of which is **attached** marked **Document 10** within Exhibit A) the Trust Board notified OTS that we had been unsuccessful in securing a meeting with the Marutūāhu Collective. We also sought further information about redress proposals regarding Aotea and noted our general concerns on the process to date.
26. By letter dated 14 October 2014 (a copy of which is **attached** marked **Document 11** within Exhibit A), Tim Townsend, Negotiations and Settlement Manager at OTS, notified the Trust Board that:

"the Crown considers it is appropriate to engage directly with Ngati Rehua and I have not received any information which would make it appropriate for the Crown to deal with Ngatiwai as well as Ngati Rehua in relation to this matter."

27. The Crown did not request the Trust Board's input on the proposed redress for Marutūāhu on Aotea until 22 August 2016, three years and three months after they signed the Record of Agreement (Document 3 within Exhibit A).

Timeframes

28. The Crown has not provided an overall program or timeline for the various Hauraki Settlements (ie, the Marutūāhu Collective, the Hauraki Collective

and individual iwi settlements) so that the Trust Board has no visibility of the workplan or likely timeframe when its input will be required. Further, when timelines are proposed, the Trust Board is given a couple of weeks to provide a response. In the Trust Board's experience, this is not sufficient time to gather all the relevant historical and current information, talk to the relevant people within Ngātiwai and/or Hauraki and draft a comprehensive response.

29. The Trust Board was initially given two weeks to provide feedback on the proposed redress at Aotea. We requested more time because we were at that time preparing responses to the claimant evidence relating to the Ngātiwai Mandate Inquiry which was due to be filed on 2 September 2016, as the Crown would have been well-aware.
30. The Crown should have engaged with us at the beginning prior to offering any redress to the Hauraki iwi. The Crown would then have better understood our interests and been able to propose redress that is more appropriate from a tikanga perspective. Instead, redress is proposed and then we are requested to provide our views after the event without any knowledge of the tikanga basis upon which another iwi's interests are being recognised in our rohe. This has put us at a significant disadvantage in being able to advance our concerns and to influence decisions being made by the Crown.

Attempts to engage with Hauraki iwi

31. The Crown requested us to engage with individual Hauraki iwi regarding our concerns. For example, the letter from OTS dated 22 August 2016 (Document 3 within Exhibit A) refers to the Crown's preference that groups engage directly on proposed redress and, where possible, resolve any issues themselves.
32. The Trust Board has made extensive efforts to engage with individual Hauraki iwi. These efforts are set out in detail in Ms McPherson's affidavit.
33. The Trust Board has attempted to organise hui with individual Hauraki iwi. We wanted to meet with Hauraki in order to deal with these matters in accordance with tikanga, which means kanohi ki te kanohi.

34. To date we have only had one meeting with Hauraki. Jim Smillie, the then Chief Executive of the Trust Board, and I met with Paul Majurey and Michael Dreaver in Warkworth on 31 October 2013. The purpose of the meeting was a meet and greet, to introduce Michael Dreaver as Negotiator and to outline in a very general way Hauraki's intended Treaty settlement process. There was no detail given surrounding Hauraki intended redress. I made contact with Paul Majurey on a number of occasions subsequently to try to ascertain Hauraki's progress but I was never given any information of substance and certainly not advised of any overlapping claims. Since Ngātiwai found out about the overlapping claims, we have been actively engaged in trying to secure meetings as set out in the affidavit of Ngātiwai's Treaty Claims Manager Tania McPherson.

Statement of support for Ngai Te Rangi and other claimants

35. We agree with the concerns of other iwi in relation to the Crown's overlapping claims policies and processes, including Ngai Te Rangi (as set out in the statement of claim dated 14 March 2017), Ngāti Whatua Ōrakei (in terms of their High Court proceedings) and Waikato-Tainui (as set out in the statement of claim dated 31 March 2017), and fully support their position on these issues.

Undermining of Ngatiwai mana and kaitiakitanga

36. The Crown has offered redress to the Marutūāhu Collective, Hauraki Collective and individual Hauraki iwi which is within Ngātiwai's rohe. In requesting the Trust Board's views, the Crown has not provided us with the cultural, customary and historical basis on which the redress has been proposed for the various Hauraki iwi. From the perspective of Ngātiwai, offering the redress to Hauraki undermines the mana of Ngātiwai as the nature of the redress contravenes tikanga by providing land and recognition interests in our rohe without establishing the basis for those interests. This is not how Hauraki interests in the Ngātiwai rohe would be recognised from a tikanga perspective as any recognition would be with the consent of the ahi kaa and tangata whenua and would be directly linked to the nature of the customary interests.
37. We are deeply concerned, particularly about the proposed vesting of properties and rights of first refusal (RFRs) on Aotea. The vesting of

properties on Aotea is not consistent with Marutūāhu iwi's customary association with the proposed redress sites.

38. The vesting of properties and RFRs, in circumstances where there has been no ahi kaa or occupation by Marutūāhu iwi on Aotea over the last 160 years will disrupt and diminish Ngātiwai, including Ngāti Rehua, rangatiratanga and kaitiakitanga on Aotea. It also undermines our mana whenua and allows another iwi to gain rights to land that it would not have been gained if tikanga was the basis upon which Marutūāhu's rights are recognised.
39. Tikanga would have required kanohi-ki-te-kanohi discussions with Hauraki and recognition of Ngātiwai as the holder of mana whenua. If there are cultural sites of significance to Marutūāhu on Aotea, tikanga would recognise rights to access those sites for particular purposes but it would not have allowed another iwi to establish mana whenua by gaining legal ownership of land.
40. If the Crown had instead explained to the Trust Board the cultural significance of a site to Hauraki as the basis for the redress, we would have had a basis on which to respond and understand why redress has been offered but this has not happened. If there are sites of cultural significance and these are understood and accepted by Ngātiwai, we would not oppose appropriate redress that recognises that significance. It would not however, amount to the granting of full rights of ownership to land as this is akin to giving another iwi manawhenua in our rohe, which is contrary to tikanga. As set out in our letter to OTS dated 20 September 2016 (a copy of which is **attached** marked **Document 12** within Exhibit A), we do not oppose the statutory acknowledgement in relation to the Whangapoua Conservation Area because of the Marutūāhu losses in the 1838 Whawhai ki Te Mauparaoa.
41. We have raised these concerns with the Crown. In our letter dated 20 September 2016 (Document 13 within Exhibit A) we informed the Crown that:
 - (a) Ngātiwai whānui, and Ngāti Rehua (a hapū of Ngātiwai) hold customary associations to all of Aotea, including all of the proposed parcels of land that were on offer by the Crown;



- (b) the Trust Board opposes such redress “until full consultation” with all parties, including the Board, has been undertaken;
 - (c) any commercial redress must be consistent with the Māori Land Court’s 1998 decision that Ngāti Rehua hold Aotea as kaitiaki, for themselves and, in accordance with the tikanga of whanaungatanga, for Ngāti Wai ki Aotea and Marutūāhu ki Aotea.¹
 - (d) The Trust Board does not support Marutūāhu gaining commercial redress, by way of property rights on Aotea, as this would reverse the situation relating to the Māori occupation of Aotea over the last 160 years, and would irreversibly diminish Ngātiwai mana whenua or mana moana at Aotea.
42. On 11 November 2016 the Minister wrote to us (Document 4 within Exhibit A) with his final decision that the proposed redress, including the vesting of properties and RFRs on Aotea, would remain.
43. We are extremely concerned that the Crown continues to propose to vest properties on Aotea when there has been no occupation by Marutūāhu iwi over the last 160 years. Such redress compromises Ngātiwai’s, including Ngāti Rehua’s, customary associations. We have not been presented with any explanation of the cultural association with the specific properties on Aotea and how providing those properties to Marutūāhu is consistent with tikanga. In these circumstances, the proposed redress undermines the mana whenua, rangatiratanga, mana moana and tikanga of Ngātiwai.

Concluding remarks

44. This process has impacted on the mana of Ngātiwai and has not been consistent with tikanga. If the proposals to grant redress to Hauraki iwi within Ngātiwai’s rohe proceed this will undermine the mana whenua, rangatiratanga, mana moana and tikanga of Ngātiwai.
45. The provision of land and recognition of other iwi rights in the Ngātiwai rohe without this being done in a tikanga Maori way is creating further divisions and alienating more of the whenua in our rohe from Ngātiwai. It is taking a customary position held by Ngātiwai for generations and giving it to iwi whose presence in Ngātiwai’s rohe was extinguished a long time

¹ *John Da Silva v Aotea Maori Committee & Hauraki Maori Trust Board* 23/2/1998, 25 Tai Tokerau MB 212. An application pursuant to section 161 of the Maori Affairs Act 1953 by John da Silva to determine the status of certain lands and rock outcrops in the environs of Aotea.

ago and well before 1840 when the Treaty of Waitangi was signed. In my view, the Crown's processes are reengineering tribal authority by giving redress where there is no basis for redress without proper consultation with Ngātiwai.

46. The Crown is attempting to hand over sites of immense cultural significance on Aotea that carry tūpuna names like maunga Manaia to iwi from Hauraki. This directly offends the mana of Ngātiwai.
47. Ngātiwai continues to oppose the provision of any redress within the Ngātiwai rohe until a proper process, in accordance with tikanga, such as a meeting of the parties kanohi ki te kanohi, is undertaken. Such process would enable the Crown to properly understand the customary interests of Hauraki and Ngātiwai and ensure that any redress was consistent with how those interests would be recognised by tikanga.
48. If the proposed redress in the Hauraki Settlements is given effect through signing the Deed of Settlement and settlement legislation, the rights and interests of Ngātiwai will be significantly and irreversibly prejudiced.

SWORN at WHANGAREI this)

21st day of July 2017)

before me:)


Tricia Bancroft



Haydn Thomas Edmonds

A Solicitor of the High Court of New Zealand

Tricia Bancroft
Deputy Registrar
High/District Court

BEFORE THE WAITANGI TRIBUNAL

TE RŌPŪ WHAKAMANA I TE TIRITI O WAITANGI

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**EXHIBIT "A" TO AFFIDAVIT OF HAYDN THOMAS EDMONDS ON BEHALF OF
NGĀTIWAI TRUST BOARD**

Dated this day of July 2017

KAHUI
LEGAL

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EXHIBIT NOTE

This is the exhibit marked " A " referred to in the affidavit of HAYDN THOMAS EDMONDS and sworn at WHANGAREI this 27th day of July 2017 before me:

A Solicitor of the High Court of New Zealand

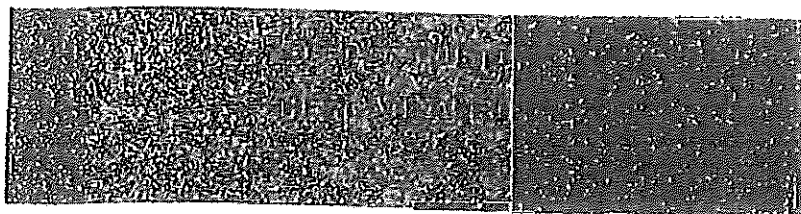
Tricia Bancroft
Deputy Registrar
High/District Court

AFFIDAVIT OF HAYDN THOMAS EDMONDS

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Aquaculture Agreement has the meaning given to it in section 186ZD of the Fisheries Act 1986.

Aquaculture Settlement Assets has the same meaning as the term "Settlement Assets" in the Maori Commercial Aquaculture Claims Settlement Act 2004.

Asset Holding Company means a company established by the Trust, in accordance with clause 3.2, which meets the requirements for a company defined in the Act as an asset-holding company and includes any subsidiary of the asset-holding company.

Board means the Trustees if the Trust becomes (or already is) incorporated as a Board under the Charitable Trusts Act 1957 pursuant to clause 4.20 of this Deed or otherwise.

Charitable Purpose means every purpose within New Zealand which in accordance with the laws of New Zealand for the time being is charitable, whether such purpose involves the relief of poverty, the advancement of education or religion, or any other object or purpose that is charitable within the laws of New Zealand.

Confidential Information means any information which a majority of the Trustees considers on reasonable grounds is of a commercially or otherwise sensitive nature and the release of which could be detrimental to the interests of Ngatiwai.

Corporate Entity includes the Asset Holding Company, the Fishing Enterprises and any Subsidiary of it, and any other company or trust wholly owned or controlled directly or indirectly by the Trust.

Deed means this Deed and includes any amendments to this Deed made in accordance with this Deed.

Directors means directors or trustees as the case may be, of any Corporate Entity.

Fishing Enterprise means a fishing operation established by the Ngatiwai Trust under clause 8.2 to utilise annual catch entitlement from its Settlement Quota.

Fisheries Settlement Assets has the same meaning as the term "Settlement Assets" in the Act.

General Assets means all those assets owned by the Trust but excludes Fisheries Settlement Assets, Aquaculture Settlement Assets, and includes any entity established as a fishing enterprise other than the Asset Holding Company.

General Meeting means an annual general meeting or a special general meeting convened and conducted in accordance with clause 7 or a Marae Election convened and conducted in accordance with Schedule 1 of this Deed.

Income Share means an income share within the meaning of the Act that is allocated and transferred to the Asset Holding Company on behalf of Ngatiwai by Te Ohu Kai Moana Trustees Limited.

Inland Revenue Acts has the meaning given to it in section 3(1) of the Tax Administration Act 1994.

Subsidiary means any subsidiary (as defined by section 5 of the Companies Act 1993) of a Corporate Entity and includes any person or persons that is controlled by a Corporate Entity and includes a separate enterprise as that term is used in section 32(3) of the Maori Commercial Aquaculture Claims Settlement Act 2004 that is responsible to the Trust.

Te Kōwhiri Teumata means the group of that name established under the Act.

Te Ohu Kai Moana Group has the meaning given to it in the Act.

Te Ohu Kai Moana Trustee Limited means the company of that name formed under the Act.

Te Puta Whakakapu Trustee Limited means the company of that name formed under the Act.

Te Wai Māori Trustee Limited means the company of that name formed under the Act.

Tikanga means the customary values and practices of Ngātiwai.

Trust means the Ngātiwai Trust established by this Deed.

Trust Fund means all the assets and liabilities including income that are from time to time held by the Trustees on the trusts of this Deed whether or not received in the manner described in clause 2.2.

Trustees means the persons elected or appointed under clause 4.

Voting Paper means a voting paper issued in accordance with Schedule 1 on which the Trustees shall record the membership number of the voter, or in the case of a voter without a registration number, shall have a duly completed Registration Form attached to and forming part of that Voting Paper.

Whānau means those persons who do not affiliate to Ngātiwai by descent from a primary ancestor of Ngātiwai but who are adopted by a Member of Ngātiwai in accordance with the Tikanga of Ngātiwai such Tikanga to be determined in accordance with clause 5 or, if necessary clause 9.

Working Day means the days Monday through Friday exclusive of any public holiday and excluding 24 December to 2 January (inclusive).

Interpretation of Schedules

1.2 In the interpretation of each schedule to the Deed, unless the context otherwise requires:

- (a) terms or expressions have the meanings given to them by the Deed; and
- (b) a reference to a paragraph is a reference to a paragraph of that schedule.

Statutes

1.3 Reference to a statute or statutory provision in the Deed includes that statute or provision as amended, modified, re-enacted or replaced from time to time.

- (b) provide knowledge and support for individuals and groups on resource management, ancestral rights and current legal positions and benefits for Maori in general and Ngatiwai in particular;
- (c) represent the best interests of all Ngatiwai, and those registered Marae and individuals in particular, in those matters relating to the determinations of authorised statutory bodies, and to meet all the legal requirements set down by any such bodies;
- (d) provide, encourage and create employment and skill training opportunities for the purpose of personal development and self sufficiency for individuals and groups and people within the defined Ngatiwai lands and in particular for Members of Ngatiwai;
- (e) provide, manage and control educational, service orientated, community and recreational facilities and open space (limited to such purposes specified as charitable under Section 61A Charitable Trusts Act 1957) for the benefit of the New Zealand public generally and Members of Ngatiwai in particular;
- (f) deliver Crown, local and public authority services and funds to members of Ngatiwai;
- (g) directly receive and hold, on behalf of Ngatiwai on the trusts set out in clause 3.1, Settlement Cash Assets allocated and grants made to Ngatiwai by Te Ohu Kai Moana Trustee Limited.
- (h) receive distributions from Te Putea Whakatupu Trustees Limited and Te Wai Maori Trustee Limited, as provided for under subparts 4 and 5 of Part 2 of the Act and to hold those distributions on the trusts set out in clause 3.1 or on such other trusts as are required in order to ensure that a distribution to the Trust by either of those companies would be within the purposes for which those companies hold their funds and make those distributions but not in a manner that could adversely affect the charitable status of the Trust;
- (i) if relevant, enter into agreements with other Mandated Iwi Organisations in relation to:
 - (i) claims under section 11 of the Act;
 - (ii) the allocation of:
 - (aa) harbour quota under section 143 of the Act; and
 - (bb) freshwater quota under section 148 of the Act;
- (j) establish separate companies to undertake fishing and fisheries-related activities, including, but not limited to, any activity related to the seafood industry, including, for the avoidance of doubt, a Fishing Enterprise, and to hold the shares in those companies and any distributions or other benefits resulting from them on the trusts in clause 3.1;
- (k) establish one or more Asset Holding Companies that, in each case:
 - (i) is wholly owned by the Trust;

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- (ii) the expected financial return on those Fisheries Settlement Assets;
- (iii) any programme to:
 - (aa) manage the sale of ACE derived from the Settlement Quota held by the Asset Holding Companies; and
 - (bb) reorganise the Settlement Quota held by the Asset Holding Companies, in the buying and selling of Settlement Quota in accordance with the Act,

but not in such a manner as shall result in the Trust or any of the Trustees being deemed to be a Director of that or those companies under the Companies Act 1993, and nor shall this clause 3.3 or any other provision of this Deed prevent the Trust or any Corporate Entity or Subsidiary from entering into such arrangements with another company or trust as the Trustees shall consider necessary or desirable to efficiently and effectively administer, manage or hold its assets or operations, consistently with the purposes in clause 3.1.

No non-charitable objects and purposes

- 3.4 The objects and purposes of the Trust shall not include or extend to any matter or thing which is or shall be held or determined to be non-charitable within the laws of New Zealand and the powers and purposes of the Trustees and, without derogating from clauses 11.1(d) or 12, the Trust shall be restricted accordingly and limited to New Zealand.

4. APPOINTMENT AND POWERS OF TRUSTEES, AND MANAGEMENT OF THE TRUST

Number of Trustees

- 4.1 The Trust shall have up to 14 Trustees who must be Adult Registered Members of Ngatiwai, and be elected by Adult Members of Ngatiwai in accordance with Schedule 1 of this Deed, except that the first Trustees shall be those persons who have signed this Deed as parties, and those first Trustees shall remain in office until the later of:

- (a) the date one year after the date of this Deed; or
- (b) the date six months after the date upon which the recognition of the Trust as the mandated iwi organisation of Ngatiwai is recorded under section 13(1)(b) of the Act

unless they are earlier replaced by Trustees elected on accordance with the provisions of Schedule 1.

- 4.1A Retiring Trustees shall, however, be eligible for re-election.

Cessation of office of Trustees

- 4.2 Any person shall cease to be a Trustee if he or she:

- (a) shall have been in office for more than three years since his or her election; or

- (b) subject always to the trusts imposed by this Deed, the Trustees may deal with the Trust Fund as if the Trustees were the absolute owners of and beneficially entitled to the Trust Fund including, for the avoidance of doubt, but subject to complying with the applicable provisions of the Act and the Maori Commercial Aquaculture Claims Settlement Act 2004, the acquisition and disposition of Settlement Quota, Income Shares and Settlement Assets;
- (c) Accordingly, in addition to any specific powers vested in the Trustees by law, in dealing with the Trust Fund or acting as Trustees of the Trust, the Trustees may do any act or thing or procure the doing of any act or thing or enter into any obligation whatever, including, without limitation, exercising unrestricted powers to borrow and raise money, and to give securities and guarantees;
- (d) except as otherwise expressly provided by this Deed, the Trustees may exercise all the powers and discretions vested in the Trustees by this Deed in the absolute and uncontrolled discretion of the Trustees, at such time or times, upon such terms and conditions, and in such manner as the Trustees may decide;
- (e) If any dividend or distribution is received which in the opinion of the Trustees has been paid or made out of profits other than trading profits of the financial year in respect of which the dividend or distribution has been paid or made, the Trustees may decide how much of that dividend or distribution ought to be treated as capital and how much as income of the Trust Fund. Such decision shall be made by the Trustees after considering the nature of the profit used to pay or make the dividend or distribution and the account to which the dividend or distribution has been debited in the books of the person making such payment or distribution. The Trustees shall not be liable to any person in respect of the payment of any moneys in accordance with any decision made by the Trustees under this clause 4.5;
- (f) the Trustees may at any time after payment of or provision for all reasonable costs, charges and expenses of the Trustees in respect of the establishment, management and administration of the Trust, pay or apply all or any of the income of the Trust for the purpose or purposes contained in clause 3.1;
- (g) If any income of any financial year of the Trust shall not be paid or applied in accordance with clause 3.1 during or within six months from the end of that financial year the Trustees must accumulate that income, and any income so accumulated must be added to and form part of the capital of the Trust Fund and is subject to the trusts and powers declared in this Deed in respect of the capital of the Trust Fund;
- (h) the Trustees may at any time pay or apply all or any of the capital of the Trust for the purpose or purposes contained in clause 3.1; and
- (i) carry on and accept the administration and management of any lands, properties, businesses or undertakings of any beneficial owners in return for such consideration and remuneration as the Trustees shall from time to time determine.

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notice shall state the time and place of the meeting and, in sufficient terms, the nature of the business to be transacted.

- (f) Eight Trustees shall constitute a quorum for a meeting of Trustees.
- (g) The Trustees may act notwithstanding any vacancy in their body, but if and so long as the number of Trustees holding office is less than the number fixed by clause 4.7(f), the continuing Trustees may act only for the purposes of increasing the number of Trustees to that number or calling a General Meeting pursuant to clause 7.
- (h) The contemporaneous linking together of the Trustees by telephone or other electronic means of communication shall constitute a meeting of the Trustees and the provisions of this clause 4.7 as to meetings of the Trustees shall apply to such meetings provided the following conditions are met:
 - (i) each Trustee shall be entitled to notice of such a meeting and to be linked by electronic means for the purposes of the meeting;
 - (ii) each of the Trustees taking part in the meeting must be able to hear each of the other Trustees taking part during the whole of the meeting;
 - (iii) at the commencement and conclusion of the meeting the Chairperson must call upon each Trustee to acknowledge their attendance;
 - (iv) a Trustee may not withdraw from such a meeting unless that Trustee has previously obtained the express consent of the Chairperson of the meeting to do so;
 - (v) a Trustee shall be conclusively presumed to have been present and to have formed part of the quorum of such a meeting at all times during the meeting unless that Trustee has previously obtained the express consent of the Chairperson to withdraw from such a meeting.
- (i) Minutes of the proceedings of all meetings of the Trustees shall be recorded in a book to be kept for that purpose by the Secretary and shall be signed by the Chairperson of the meeting at which the minutes are confirmed. Every such minute purporting to be so signed shall be prima facie evidence of the matters recorded. A minute of the proceedings of any meeting by telephone or other electronic means of communication shall be sufficient evidence of the observance of all necessary formalities if the minute of the meeting signed by the Chairperson of the meeting shall contain a certificate to that effect.

4.6 Chairperson, Deputy Chairperson and Secretary:

- (i) The Trustees may also elect one Trustee to act as Deputy Chairperson either as the need arises or from year to year or for such term of years as the Trustees may decide. In the absence of the Chairperson the Deputy Chairperson shall have and may exercise all the powers of, and shall perform all the duties, of the Chairperson.

- (a) an employee of the Trust whom the Trustees believe on reasonable grounds to be reliable and competent in relation to the matters concerned;
- (b) a professional adviser or expert in relation to matters which the Trustees believe on reasonable grounds to be within the person's professional or expert competence;
- (c) committee of Trustees appointed and acting in accordance with clause 4.9.

4.12 Clause 4.11 applies only if the Trustees:

- (a) act in good faith;
- (b) make proper inquiry where the need for inquiry is indicated by the circumstances; and
- (c) have no knowledge that such reliance is unwarranted.

Disclosure of Interest

- 4.13** Any Trustee who is or may be in any other capacity whatever interested or concerned directly or indirectly in any property or undertaking in which the Trust is or may be in any way concerned or involved shall disclose the nature and extent of that Trustee's interest to the other Trustees, and shall not take part in any deliberations or decision of the Trustees concerning any matter in which that Trustee is or may be interested other than as a Trustee of the Trust, and shall be disregarded for the purpose of forming a quorum for any such deliberation or decision.

Definition of Interested Trustee

- 4.14** A Trustee will be interested in a matter if the Trustee:

- (a) is a party to, or will derive a material financial benefit from that matter;
- (b) has a material financial interest in another party to the matter;
- (c) is a director, officer or trustee of another party to, or person who will or may derive a material financial benefit from the matter, not being a party that is wholly owned by the Trust or any Subsidiary of the Trust;
- (d) is the parent, child or spouse of another party to, or person who will or may derive a material financial benefit from the matter; or
- (e) is otherwise directly or indirectly interested in the matter.

Interests in common with IWI

- 4.15** Notwithstanding clauses 4.13 and 4.14, no Trustee will be interested in a matter where that Trustee is a member of an IWI and where his or her interest is not different in kind from the interests of other members of that IWI.

Recording of Interest

- 4.15** A disclosure of interest by a Trustee shall be recorded in the minute book of the Trust. Immediately following his or her appointment as a Trustee, each Trustee must enter into the minute book and must disclose in writing to the other, the name of any

4.17 Subject to clause 4.16, in the exercise of the powers conferred by this Deed, each Trustee in the discharge of any duty or exercise of any discretion as Trustee shall ensure that any person who is:

- (a) a Trustee;
- (b) a shareholder or director of any Corporate Entity or Subsidiary;
- (c) a settlor or a trustee of any Corporate Entity or Subsidiary;
- (d) any associated person (as defined in section OD 7 of the Income Tax Act 2004) of either a director, or any person referred to in clauses 4.13 to 4.16,

does not by virtue of that capacity in any way (whether directly or indirectly) determine, or materially influence the determination of, the nature or the amount of any benefit or advantage or income or the circumstances in which it is or is to be received, gained, achieved, afforded or derived by that person, and any payment made to any person in or following breach of this clause 4.17 shall be void.

4.18 The Trustees shall require that a clause to the same effect as clause 4.13 of this Deed be included in the constitution of every Asset Holding Company or Filing Enterprise or any subsidiary of any of them.

Appointment and removal of Custodian Trustee

4.18 The Trustees may at any time by deed appoint any appropriate corporation to be the custodian trustee of the Trust Fund, or any part of the Trust Fund, upon the terms of this Deed or any further terms as the Trustees may decide, and for the avoidance of doubt the Custodian Trustee must when exercising its powers act in accordance with this Deed. The Trustees may at any time by deed revoke any such appointment or otherwise act pursuant to the provisions of section 60 of the Trustee Act 1958.

4.20 Incorporation:

- (a) The Trustees may (if they have not already) at any time apply for incorporation under Part II of the Charitable Trusts Act 1957 under such name as the Trustees may decide. Upon incorporation the powers and discretions conferred upon the Trustees by law or by this Deed shall be conferred upon the Trustees as a trust board.
- (b) Upon incorporation under the Charitable Trusts Act 1957 the Trust shall have a common seal which shall be affixed by the authority of the Trustees previously given to any document requiring execution by the Trustees. Every such affixing shall be attested by two Trustees and shall be sufficient evidence of authority to affix the seal.
- (c) No person dealing with the Trustees shall be bound or concerned to see or inquire as to the authority to affix the seal, or to inquire as to the authority under which any document was sealed or in whose presence it was sealed.

- (iii) other Members of Ngatiwai by an Adult Member of Ngatiwai on their behalf who, in the opinion of the Roopu Kaumatua Kula, stood in the stead of a parent of that person at the time of the application.

5.4 An application to be entered in the Members' Register may be made by:

- (a) Adult Members of Ngatiwai, on their own behalf or by their legal guardian; and
- (b) other Members of Ngatiwai, who are not Adult Members of Ngatiwai, by their parent or legal guardian on their behalf; and
- (c) other Members of Ngatiwai by an Adult Member of Ngatiwai on their behalf who, in the opinion of the Roopu Kaumatua Kula, stands in the stead of a parent of that person; and

In each case that application must be completed on the Registration Form.

5.5 Any Adult Member of Ngatiwai at, or at any time after, application for registration as a Registered Member, or at any time whether or not on the Members' Register, may request in writing that he or she wishes to receive Private Notice of any General Meetings and/or Voting Papers relating to:

- (a) the election of Trustees; or
- (b) any amendment to this Deed or the constitutional documents of any Asset Holding Company; or
- (c) the disposal of Income Shares or Settlement Quota; or
- (d) the conversion of Quota into Settlement Quota.

Registration as a Member of Ngatiwai

5.6 Subject to clauses 5.6 and 5.7, the Trustees must enter in the Members' Register any person:

- (a) by or on behalf of whom a valid application has been made; and
- (b) who in the reasonable opinion of the Trustees affiliates to Ngatiwai through descent from a primary ancestor of Ngatiwai and affiliates to the Marae recorded on his or her Registration Form in accordance with clause 5.1(a)(v) of this Deed.

5.7 The Trustees:

- (a) may require any person seeking registration as a Member of Ngatiwai to provide evidence verifying his or her affiliation to Ngatiwai through descent from a primary ancestor of Ngatiwai or of any other matter referred to in clause 5.6 before that person's registration is entered in the Members' Register together with such other information as the Trustees request and the person making the application for registration agrees (but the omission to provide such other information shall not be a reason for the Trustees to not accept the application for registration); and

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- (b) If a Registered Member wishes to change the Marae affiliation recorded for that person under clause 5.5(b)(i):
- (i) clauses 5.6 to 5.8 shall apply;
 - (ii) no Registered Member of Ngatiwai may request such change more than once every 3 years; and
 - (iii) If the Registered Member wishes to change his or her Marae affiliation in time for a Marae Election, the Trust must receive the written request not less than 26 Working Days before the relevant Marae Election.

Notice not necessary

- 5.13 It shall not be necessary for the Trust to provide Private Notice to Members of Ngatiwai where the Trustees believe on reasonable grounds (and have evidence supporting that belief), that the Members' contact details are not current.

6. VOTING PROCEDURE

- 6.1 (a) Any resolution to:
- (i) ratify or change this Deed, or amend the constitution of any Asset Holding Company (in accordance with the requirements of sections 17, and 18 as the case may be, of the Act);
 - (ii) dispose of Income Shares (in accordance with section 20 of the Act);
 - (iii) treat Quota as Settlement Quota (in accordance with section 159 of the Act);
 - (iv) dispose of Settlement Quota (under section 162 of the Act);
 - (v) rationalise any Settlement Quota (under section 172 of the Act); and
 - (vi) enter into a transaction or a series of transactions, or agrees to transact, whether contingent or not, with a person not entitled to hold Income Shares or Settlement Quota under the Act, including an option, security, mortgage, or guarantee, that could result in:
 - (aa) the sale of Income Shares or Settlement Quota by an Asset Holding Company; or
 - (bb) Ngatiwai or the Trust being disentitled for a period of more than 5 years to:
 - (i) the income from the Income Shares; or
 - (ii) the income from the ACE arising from the Settlement Quota; or
 - (iii) the control or use of the ACE arising from the Settlement Quota;

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In accordance with the provisions of this clause 7.

Trust to hold an Annual General Meeting

7.2 Each year, the Trust must hold a General Meeting at which it provides an opportunity for the Members of Ngatiwai to consider:

- (a) **Annual Report:** the annual report for the previous financial year, made available not less than 20 Working Days before the meeting, that reports against the objectives set out in the annual plan for the previous year, including:
 - (i) information on the steps taken by the Trust to increase the number of Registered Members; and
 - (ii) a comparison of the Trust's performance against the objectives set out in the annual plan, including:
 - (aa) changes in the value of the Trust Fund; and
 - (bb) profit distribution; and
 - (iii) the annual audited financial report, prepared in accordance with generally accepted accounting practice, and accounting separately for Settlement Cash Assets; and
 - (iv) a report giving information of the sales and exchanges of Settlement Quota in the previous year, including:
 - (aa) the quantity of Settlement Quota held by all Asset Holding Companies at the beginning of that year; and
 - (bb) the value of Settlement Quota sold or exchanged in that year; and
 - (cc) the identity of the purchaser or other party to the exchange; and
 - (dd) any transaction with Settlement Quota that has resulted in a registered interest by way of caveat or mortgage being placed over the Settlement Quota; and
 - (ee) the Settlement Quota interests that have been registered against the Quota shares of the Trust; and
 - (ff) the value of Income Shares sold, exchanged, or acquired; and
 - (v) a report on the interactions of the Trust in fisheries matters:
 - (aa) with other entities within Ngatiwai; and
 - (bb) with other Mandated Iwi Organisations; and
 - (cc) with Te Ohu Kai Moana Trusts Limited; and

- (b) **Special Meeting:** A General Meeting, called a special meeting, must be convened by the Trustees on the written request of:
- (i) the Chairperson of the Trustees (or the Deputy Chairperson if the Chairperson is indisposed); or
 - (ii) not less than 30% of the Trustees; or
 - (iii) not less than 10% of the Adult Registered Members of Ngatiwai, provided that no meeting may be convened to consider:
 - (iv) disposal of Income Shares (in accordance with section 70 of the Act);
 - (v) a request to Te Ohu Kai Moana Trustees Limited to treat Quota as Settlement Quota (in accordance with section 159 of the Act);
 - (vi) disposal of Settlement Quota (in accordance with section 162 of the Act); and
 - (vii) a request for rationalisation of Settlement Quota (under section 172(3) of the Act),
 unless the Trustees have resolved to:
 - (viii) seek approval of the Adult Members of Ngatiwai (under section 70 of the Act);
 - (ix) obtain the approval of the Adult Members of Ngatiwai (under section 159 of the Act);
 - (x) obtain the prior approval of the Adult Members of Ngatiwai (under section 162 of the Act); or
 - (xi) obtain the prior approval of the Adult Members of Ngatiwai (in accordance with section 172 of the Act),
 as the case may be; and
 - (xii) the request must state the objects for which the special meeting is required and be signed (including counterparts) by those requesting the Special Meeting; and
 - (xiii) the special meeting must be held within 30 Working Days from the date the request was received by the Secretary.
- (c) **Notice of General Meeting:** Members of Ngatiwai shall be given not less than 20 Working Days notice of a General Meeting (including, to avoid doubt, a meeting to consider the matters in clause 7.2, or any meeting at which any of the matters in paragraphs (iv) to (vii) of clause 7.3(b), or any ratification of, or changes to, this Deed or to amend the constitution of any Asset Holding Company in accordance with the requirements of sections 17 or 18 of the Act (as the case may be), are to be or are actually considered or voted on), in accordance with this Deed and otherwise in accordance with the requirements of the Act.

- (d) must have constitutional documents that have been ratified by a resolution passed by a majority of not less than 75% of the Trustees, whether or not present at the meeting at which that resolution is proposed;
- (e) must receive and hold, on behalf of the Trust, for so long as they are to be retained, all Settlement Quota and Income Shares allocated by Te Ohi Kai Moana Trustees Limited to, or otherwise acquired by Ngatiwai under the Act;
- (f) must provide dividends solely to the Trust;
- (g) must not undertake fishing or hold a fishing permit;
- (h) must not enter into any transactions relating to or affecting the Income Shares it holds unless the Trust has complied with its obligations under this Deed including without limitation clause 7.3 and sections 69 to 72 of the Act;
- (i) must not enter into any transactions relating to or affecting the Settlement Quota it holds unless the Trust has complied with its obligations under this Deed including without limitation clause 7.3 and sections 161 to 176 of the Act;
- (j) in its function of receiving and holding Settlement Quota and Income Shares is bound by all the requirements specified for Mandated Iwi Organisations in relation to those matters in the Act;
- (k) may establish one or more Subsidiaries to be its Subsidiary Asset Holding Companies;
- (l) may transfer to any such Subsidiary Asset Holding Company established under the preceding clauses;
- (m) any Subsidiary Asset Holding Company established under the preceding clauses:
 - (i) must be and remain wholly owned by the Asset Holding Company that established it;
 - (ii) must receive and hold, on behalf of the Asset Holding Company, Settlement Quota and Income Shares transferred to it by the Asset Holding Company under clause 8.1(f);
 - (iii) must provide dividends solely (but indirectly) to the Trust;
 - (iv) must not enter into any transactions relating to or affecting the Income Shares it holds unless the Trust has complied with its obligation under sections 69 to 72 of the Act;
 - (v) in its functions of receiving and holding Settlement Quota and Income Shares is bound by all the requirements specified for Mandated Iwi Organisations in relation to those matters in the Act;
 - (vi) may establish one or more Subsidiaries to be its Subsidiary Asset Holding Companies which it shall ensure complies with the obligations imposed on it in this clause 8.1; and

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- (b) Any dispute of a general nature, being a dispute not covered by Part 5 of the Act, shall be referred to mediation, by a mediator to be agreed by the disputing parties, or failing agreement within 10 Working Days, to be appointed by the Registrar of the Māori Land Court or its successor. Should the matter not be resolved by mediation then the Trustees shall reconsider the decision, however any such re-consideration shall then be binding upon the parties.

- 9.2 The provisions of clause 9.1 shall not derogate from the rights or obligations of the Trust or any Member of Ngatiwai pursuant to the Trustees Act 1956 or any other Act or provision of law or equity.

Registration Disputes

- 9.3 If the Trustees shall make a decision under clause 5.7 to either not register a person or to remove a person from the Members' Register, they must:

- (a) refer the matter for recommendation to a Roopu Kaumatua Kula, appointed by the Trustees under this clause and comprising three Ngatiwai kaumatua whom the Trustees consider are mature persons or elders knowledgeable in Ngatiwai whakapapa and recognised as such by Members of Ngatiwai;
- (b) consider the recommendation of the Roopu Kaumatua Kula under clause 9.3(a) and any determination of the Roopu Kaumatua Kula made pursuant to a request under clause 5.6(d); and
- (c) notify the person concerned of their decision, and, if requested by that person, of the principal reasons for that decision.

- 9.4 If the person concerned disputes that decision, that person may exercise their rights under section 180(1)(m) of the Act.

Proceedings of the Roopu Kaumatua Kula

- 9.5 The Roopu Kaumatua Kula shall provide the person concerned, and any representative that person appoints the opportunity to attend a meeting of the Roopu Kaumatua Kula and present the applicant's account of why he or she should be registered or remain, on the Members' Register, as the case may be. Members of the Roopu Kaumatua Kula shall have the discretion to take into account their own knowledge and such other matters as the Roopu Kaumatua Kula considers will assist it in making a determination. The Roopu Kaumatua Kula must also inform the person concerned of those other matters and take into account any submissions or information provided by that person on those matters.

Determination

- 9.2 The determination of the Trustees on the registration of the person concerned shall be final and binding on that person and the Trust, subject to the provisions of section 180(1)(m) of the Act.

10. WINDING UP OF TRUST

- 10.1 If at any time the Trustees decide that for any reason it is no longer practicable or desirable to carry out the purposes of the Trust the Trustees may decide to wind up the Trust and to vest the assets of the Trust in such one or more charitable bodies in

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- (b) must be consistent with the Act;
- (c) may only be promoted if the amendment is put and passed at a General Meeting in accordance with clause 6.1(a) and clause 7.3
- (d) must not amend the requirement in clause 6.3(a) in a manner which would jeopardise the charitable status of a Corporate Entity.

- 11.3 Any Adult Member of Ngatiwai (including a Trustee) may put forward in writing proposals for changes to this Deed for consideration by the Trustees and the Trustees shall consider that proposal where they are satisfied that, in accordance with clause 5.5, the person is a Member of Ngatiwai.

Notification to Members of Ngatiwai

- 11.4 Any amendment or proposal under clauses 10, 11 or 12 must be notified to Members of Ngatiwai in the Trust's next communication to them.

12. RESETTLEMENT

Power to resettle

- 12.1 The Trustees have power at any time or times by deed, to settle or resettle upon trust in any manner which in the opinion of the Trustees is for the advancement and benefit of the Members of Ngatiwai, the whole or any portion or portions of the capital or income of the Trust Fund provided that:

- (a) any such settlement or resettlement affecting assets subject to the Act, and excluding General Assets, must comply with the Act;
- (b) the resettlement is upon trust for the benefit of all Members of Ngatiwai;
- (c) the resettlement may only be promoted if a resolution supporting it is put and passed at a General Meeting in accordance with clause 6.1(c) and clause 7.3;
- (d) the resettlement is upon trusts for Charitable Purposes.

Perpetuities

- 12.2 Any settlement or resettlement under clause 12.1 must not transgress the rule against perpetuities as it applies to the Trust.

13. LIABILITY AND INDEMNITY

- 13.1 No Trustee shall be personally liable for any loss to the Trust Fund which is not attributable to that Trustee's own dishonesty or wilful commission (or omission) of any act known or ought to have been reasonably known, by that Trustee to be a breach of trust. No Trustee shall be required to take any proceedings against a co-Trustee for any breach or alleged breach of trust committed by such co-Trustee.
- 13.2 Each Trustee shall be entitled to a full and complete indemnity from the Trust Fund for any personal liability which the Trustee may incur in any way arising from or in connection with that Trustee acting as a Trustee of the Trust, provided such liability

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SIGNATURE

Lily Hadden by:

and witnessed by:

Signature of trustee

Lily Hadden
Name of trustee

Signature of witness

NTS Trustee

Occupation

Whangarei

City/town of residence

Mark McMath by:

and witnessed by:

Signature of trustee

Mark ANTHONY MC MATH
Name of trustee

Signature of witness

NTS Trustee

Occupation

Whangarei

City/town of residence

Christina Merepeka Henley by:

and witnessed by:

Signature of trustee

Merepeka Henley Christina Henley
Name of trustee

Signature of witness

NTS Trustee

Occupation

Whangarei

City/town of residence

Philip Wellington by:

and witnessed by:



Signature of trustee

Philip Wellington
Name of trustee



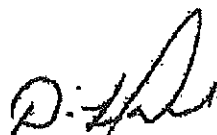
Signature of witness

WELDON
Occupation

Wanganui
City/town of residence

Donna Tamaki by:

and witnessed by:



Signature of trustee

DONNA TAMAKI
Name of trustee

Bliss Roto
Signature of witness

Community Worker
Occupation

Wanganui
City/town of residence

Grant Pirihl by:

and witnessed by:



Signature of trustee

GRANT PIRIH
Name of trustee



Signature of witness

WELDON
Occupation

Wanganui
City/town of residence

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Kathy Pita by:

and witnessed by:

Kathy Pita
Signature of trustee

Kathy Pita
Name of trustee

William
Signature of witness

NTB Trustee
Occupation

Whangarei
City/town of residence

MAKERE LAURENCE-BADG
Maker Laurence-Badg by:

and witnessed by:

MAKERE LAURENCE-BADG
Signature of trustee

MAKERE LAURENCE-BADG
Name of trustee

William
Signature of witness

NTB Trustee
Occupation

Whangarei
City/town of residence

to which they affiliate, for voting purposes (subject to the rule in clause 5.11 of this Deed).

Alternates

4. Each Marae is further entitled to elect one Alternate at the Marae Election (held in accordance with paragraph 3 of this Schedule), who shall be the next highest polling nominee eligible for election (after the nominee who is elected as Trustee) for that Marae. Should there not be sufficient nominees to make an appointment of Alternate, the position shall not be filled.
- 4.1 An Alternate may exercise the powers of a Trustee should a Trustee be unable for any reason to undertake their duties, but such exercising of Trustee powers ceases upon the resumption of duties of the Trustee concerned.

Extraordinary Vacancy

5. Should an extraordinary vacancy in the office of Trustee occur as a result of any of the matters in clauses 4.2(b) to 4.3(h) of this Deed then that vacancy shall be filled by the Alternate elected for that Marae (for which the vacancy has occurred) in accordance with paragraphs 3 of this Schedule 1. If the Marae (for which the vacancy has occurred) does not have an Alternate the extraordinary vacancy must be filled as soon as practicable by a Marae Election held in accordance with this Schedule 1.

Obligations of Trustees

6. Notwithstanding the fact that Trustees are appointed on a Marae basis, all Trustees represent all the Members of Ngatiwai irrespective of where those Members reside, and are subject to all other Trustee obligations that arise at law.

Time of Elections

7. The Trustees must arrange and conduct an election of Trustees in accordance with the electoral provisions set out in this Deed at such times as shall ensure that no person who is an elected Trustee shall hold office for a period longer than 3 years without facing re-election.

Results of Marae Elections

8. Each Marae must notify the Trust in writing of the results of their Marae Election for Trustees (and if relevant, an Alternate), immediately after such results are known. The Trust will prepare these results for announcement of the new Trustees at its annual General Meeting.

Eligible voters

9. All Adult Members of Ngatiwai shall be eligible to vote in the Marae Election held on behalf of the Marae to which they have affiliated in accordance with clauses 5.1(a)(v) and 5.5(b) and any votes cast shall be received:
 - (a) by Voting Paper (not proxy) at a General Meeting constituted, inter alia, for the purpose of a Marae Election; and

- (b) in the event that there are no nominees received for Trustees for any Marae further nominations must be called for until the number of nominees is at least equal to the number of vacancies for Trustees for any Marae.

PART B: All Votes

Notice of Voting and General Meeting

14. Any vote taken under clause 6.1(a) and 6.1(b) of this Deed or for Marae Elections must be publicly notified not less than 20 Working Days before the date of the vote. If the vote is to be at a General Meeting, the notice procedures must comply with those specified in the Act, which at the date of this Deed are:

- (c) Public Notice that includes:
- (i) the date, time, venue and agenda of the General Meeting, the place where explanatory documents may be viewed or obtained, and any other information specified in the Act;
 - (ii) where relevant, advice that a vote is to be taken to ratify or amend the constitutional documents of the Trust;
 - (iii) advice on the method by which the vote will be counted, and
 - (iv) where relevant, the matter or issues on which the vote is to be taken; and
- (b) Private Notice to every Adult Registered Member of Ngatiwai who has requested such from the Trust in writing, that gives:
- (i) the information in the preceding sub-paragraph of this Schedule;
 - (ii) a copy of the Voting Paper; and
 - (iii) the address and return date for the Voting Paper.

- (c) Private Notice to every Adult Registered Member of Ngatiwai if there is to be a vote taken to ratify the constitutional documents of the Mandated Trust Organisation that gives the information in paragraphs 14(a)(i) to (iii) and 14(b)(i) to (iii).

Valid votes

15. The conduct of a vote of Adult Members of the Ngatiwai at every General Meeting (including for Marae Elections) taken under clause 6.1(a) and 6.1(b) of this Deed must provide that:

- (a) In order for a vote to be validly cast, the person casting it must:
- (i) where the person is an Adult Registered Member at the time his or her vote was cast; or
 - (ii) where the person is not registered at the time of the vote, also complete a Registration Form which shall be attached to and form part of the Voting Paper; and

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10/11/06 9am

SCHEDULE 2
Recognised Horae of Ngatiwai

Tuparehua
Ngaklonga
Oteteo Reti
Oakura
Mokau
Whananaki
Matapouri
Ngunguru
Paihua
Takahiwa
Omaha
Matarehe
Kawa
Punahuku



DEPARTMENT OF JUSTICE

Commercial Affairs Division Auckland
 Private Bag V, Wellesley Street
 Telephone 778-830

Lorne Towers
 10-14 Lorne Street

In reply, please quote

AK.264082

CERTIFICATE RE CHANGE OF NAME

OF

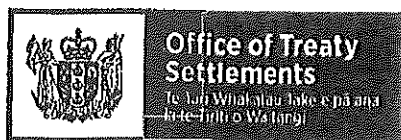
THE NGATIWAI TRUST BOARD

I, **FAMELA ALICE MARGARET GREEN** Assistant Registrar of Incorporated Societies, do hereby certify that by an alteration to its rules duly authorised by its members, THE WHANGARURU-NGATIWAI TRUST BOARD which was incorporated on the 22nd day of November 1966, changed its name to THE NGATIWAI TRUST BOARD, and that such change of name was duly registered by me on the 7th day of December 1984 in pursuance of Section 16 of the Charitable Trusts Act 1957.

GIVEN under my hand and seal at Auckland this 7th day of December 1984.

[Signature]
ASSISTANT REGISTRAR OF INCORPORATED SOCIETIES





PART OF THE MINISTRY OF JUSTICE

Office of Treaty Settlements
Justice Centre | 19 Altken Street | DX SX10111 | Wellington
T 04 494 9800 | F 04 494 9801
www.ots.govt.nz

4 October 2013

Haydn Edmonds
Chair
Ngāti Wai Trust Board
129 Port Road
WHANGAREI 0140

Email: haydn@ngatiwai.iwi.nz

Tēnā koe

Hauraki iwi Treaty Settlements

The Crown and iwi of Hauraki are entering into the final stage of negotiations for the comprehensive settlement of the historical Treaty of Waitangi claims of Hauraki iwi.

Ngāti Wai is likely to have interests within areas where redress is proposed for Hauraki iwi. The purpose of this letter is to advise you of the process to resolve any overlapping interests before the Crown and Hauraki iwi initial deeds of settlement. Relevant iwi specific redress for Hauraki iwi will be provided to you for comment next week.

This letter also seeks your feedback on the proposed redress package for the Marutūāhu Collective as set out in the Record of Agreement signed in April 2013. These documents are publically available and can be found on the Office of Treaty Settlements (OTS) website at www.ots.govt.nz.

The proposed timetable to resolve all overlapping claims prior to initialling a deed of settlement is attached as **Appendix 1**.

I understand Ngāti Wai has written to the Minister for Treaty of Waitangi Negotiations to raise concerns regarding the Marutūāhu Record of Agreement, including in relation to:

- the nature and extent of interests of the Marutuahu Iwi in the Hauraki Gulf;
- the extent of the statutory acknowledgements sought; and
- the extent of particulars contemplated with respect to "fisheries management sustainability decisions".

Feedback on proposed redress

The Crown's preference is for iwi to directly engage and reach agreement on any concerns regarding the proposed redress for Hauraki iwi. The Marutūāhu Collective and, where relevant, individual Hauraki iwi will be seeking to engage with you directly on the proposed redress packages to resolve any issues. You may also wish to take steps yourselves to approach those iwi.

We will advise you by letter next week of the contact people for iwi-specific redress proposed for Hauraki iwi in your area of interest.

Any queries in relation to the proposed Marutūāhu Collective redress proposal can be directed to Paul Majurey at paul.majurey@ahjmlaw.com or 027 495 5741.

If matters remain unresolved after engagement between iwi, the Minister for Treaty of Waitangi Negotiations will make a decision on overlapping claims on behalf of the Crown.

In reaching decisions, the Crown is guided by three principles:

1. reaching a fair and appropriate settlement with the claimant group in negotiations;
2. maintaining, as far as possible, its capability to provide appropriate redress to other claimant groups and achieve a fair settlement of their historical claims; and
3. fairness towards those iwi who have settled their historical Treaty of Waitangi claims.

Process and Timeframes for Engagement

The Crown will send you a further letter on **9 October 2013** setting out the proposed redress for individual Hauraki iwi that appears to overlap with your interests. The letter will set out all iwi-specific redress agreed between the Crown and iwi.

In the first instance the Crown wishes to allow the relevant individual Hauraki iwi to engage with you on their proposed redress and to resolve issues directly.

The Crown will seek feedback from you on the outcome of this engagement with individual Hauraki iwi, as well as with the Marutūāhu Collective, to identify unresolved issues by **18 October 2013**.

The Crown will assess this feedback alongside any additional information provided by the relevant Hauraki iwi. We will report to the Minister on any unresolved overlapping claims matters based on our assessment of all information received and any additional research we consider necessary.

By **29 October 2013** the Minister will advise claimant groups of his preliminary views on unresolved overlapping claims and whether any of the redress proposals are being amended.

You will have an opportunity to respond to the Minister's preliminary decisions between **29 October** and **5 November 2013**, and if requested, meetings will be arranged so that you can discuss your views directly with Michael Dreaver, the Chief Crown Negotiator, or OTS officials.

The Minister will then make final decisions on unresolved overlapping claims matters by **19 November 2013**, if these are required.

Mr Dreaver is available to meet with you directly to discuss any issues and can be reached at mike@thepolicyshop.org.nz or 021 797 975.

Next Steps

If you have any questions concerning the overlapping claims process you are welcome to contact Kelly Mackie on (04) 918 8634 or kelly.mackie@justice.govt.nz.

Nāku noa, nā



Adam Levy
Negotiation and Settlement Manager
Office of Treaty Settlements

cc: Paul Majurey, Chairman, Hauraki Collective & Marutūāhu Collective
(paul.majurey@ahjmlaw.com),
Michael Dreaver, Chief Crown Negotiator (mike@thepolicyshop.org.nz)

Appendix 1: Timeframes for engaging with iwi on Hauraki redress packages

	Key Steps	Date
1	Office of Treaty Settlements writes to iwi outlining the overlapping claims process	4 October 2013
2	Office of Treaty Settlements writes to iwi disclosing the proposed redress package for individual Hauraki iwi	9 October 2013
3	Iwi to provide feedback and/or advise of any agreements reached with Hauraki iwi	18 October 2013
4	Office of Treaty Settlements assessment of submissions and report to the Minister seeking a preliminary decision on any unresolved overlapping claims	19 October – 28 October 2013
5	Minister to advise iwi of preliminary decisions , and if required, the Chief Crown Negotiator or OTS officials will meet with overlapping iwi	29 October 2013
6	Responses from affected iwi on Minister's decision	5 November 2013
7	Report to Minister on final decisions	6 November – 18 November 2013
8	Minister releases final decisions on overlapping claims on Hauraki redress packages	19 November 2013
9	Hauraki iwi initial deeds of settlement	Early 2014

Please note: Office of Treaty Settlements officials are available to meet at any time to discuss the overlapping claims process.

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Office of Treaty Settlements
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www.ots.govt.nz

22 August 2016

Haydn Edmonds
 Chair
 Ngāti Wai Trust Board

Email: haydn@ngatiwai.iwi.nz

Tēnā koe

Redress for Marutūāhu iwi on Aotea

The Marutūāhu Collective comprise of Ngāti Maru, Ngāti Paoa, Ngāti Tamaterā, Ngaati Whanaunga and Te Patukirikiri. We consulted with you on proposed redress for the Marutūāhu Collective shortly after the Record of Agreement was signed in 2013 (available online at <https://www.govt.nz/treaty-settlement-documents/marutuahu/>). At that stage, proposed redress for the Marutūāhu Collective included exploration of RFR redress on Aotea.

As a result of subsequent negotiations, the Marutūāhu Collective has not been offered redress on Aotea. However, the Marutūāhu iwi are also in negotiations with the Crown for iwi-specific Treaty of Waitangi settlement redress. In the course of those negotiations, some of the Marutūāhu iwi have been offered iwi-specific redress on Aotea, being: Ngāti Maru, Ngāti Tamaterā, Ngaati Whanaunga and Te Patukirikiri.

This letter provides you with a table of the redress offered to Marutūāhu iwi on Aotea, and outlines the process for resolution of any overlapping claims. The redress is attached in **Appendix 1**. Please advise if you require maps of any of the proposed redress.

Final agreement on any redress is subject to the resolution of any overlapping claims to the Crown's satisfaction. As such the Crown seeks your views relating to the redress in **Appendix 1** by 5 September 2016. We request you give us feedback in writing, whether that is confirmation of support or no objection, specification of any agreement reached with any of the Marutūāhu iwi relating to the redress proposed, or identification of issues for discussion.

Direct Engagement

The Crown prefers that groups engage directly on the proposed redress and, where possible, resolve any issues themselves. The Office of Treaty Settlements (OTS) encourages you to engage directly with the negotiators for the Marutūāhu iwi, to discuss any matters you may wish to raise. Please ensure any correspondence or agreements with any of the Marutūāhu iwi are sent to OTS for our record.

The Crown acknowledges that such discussions can sometimes be complex. Should the need arise the Crown is able to assist in these discussions if all parties agree. OTS officials are also available at any time during this process to meet with you directly to discuss any issue.

We recognise that sometimes all avenues of engagement are exhausted and matters remain unresolved between overlapping groups. In this event, as the Crown is ultimately responsible for the overall overlapping claims process, the Minister for Treaty of Waitangi Negotiations may be required to make a decision. If this step becomes necessary, the Minister will take into account the feedback provided by the Marutūāhu iwi and other claimant groups with interests and relevant historical research. The Minister will then advise all groups concerned of his preliminary decision on the unresolved overlapping claims. If final Ministerial decisions are required, there will be an opportunity to comment on the preliminary decision and provide further information.

Next Steps

The table below sets out the next steps in the process and timeframes:

Timeframe	Next Steps
22 August 2016	OTS writes to all overlapping groups advising of proposed redress to the Marutūāhu iwi, and seeks a written response
5 September 2016	Overlapping groups to provide any written response to OTS
12 September 2016	OTS reports to the Minister for Treaty of Waitangi Negotiations on overlapping claims engagement and seeks a preliminary decision if required. The Minister writes to groups and the Marutūāhu iwi to confirm either: <ul style="list-style-type: none"> • that overlapping claims are closed; or • the outcome of his preliminary decision and seek any further information
26 September 2016	Where a preliminary decision has been made, overlapping groups and the Marutūāhu iwi provide further information and views to OTS
3 October 2016	OTS reports to the Minister for Treaty of Waitangi Negotiations to seek a final decision on overlapping claims if required.
4 October 2016	Minister for Treaty of Waitangi Negotiations writes to inform overlapping groups and the Marutūāhu iwi of his final decision.

Please provide OTS with any feedback on your views relating to the proposed redress by 5 September 2016.

Ngāti Maru can be reached via Paul Majurey, Negotiator, at paul.majurey@ahmlaw.nz or 027 495 5741 or Waati Ngamane, Negotiator, at ngakoma@xtra.co.nz or 021 118 1757.

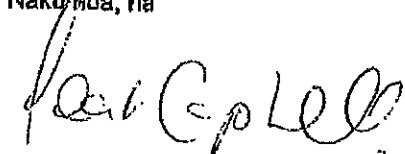
Ngāti Tamaterā can be reached via John McEnteer, Negotiator, at mcenteer@actrix.co.nz or 021 985 127 or Liane Ngamane, Negotiator, at liane.ngamane@hotmail.com or 021 133 2760.

Ngaati Whanaunga can be reached via Tipa Compain, Negotiator, at tipa@xtra.co.nz or 021 175 9090, or Nathan Kennedy, Negotiator, at nkennedy@ihug.co.nz or 027 290 9572.

Te Patukirikiri can be reached via David Williams, Negotiator, at david@patukirikiri.iwi.nz or 021 022 19658 or William Peters, Negotiator, at william@patukirikiri.iwi.nz or 027 625 4980.

If you have any queries for the Office of Treaty Settlements on this process please contact Jonathan West at jonathan.west@justice.govt.nz or +64 4 466 4152.

Nāku moa, nā



Leah Campbell

Deputy Director, Negotiations and Settlements

cc: Paul Majurey, paul.majurey@ahmlaw.nz; Waati Ngamane, ngakoma@xtra.co.nz; John McEnteer, mcenteer@actrix.co.nz; Liane Ngamane, liane.ngamane@hotmail.com; Tipa Compain, tipa@xtra.co.nz; Nathan Kennedy, nkennedy@ihug.co.nz; David Williams, Negotiator, Te Patukirikiri, david@patukirikiri.iwi.nz; William Peters, william@patukirikiri.iwi.nz

Tribes and Whānau	
Ngaati Whanaunga	Exclusive RFR over the Tryphena Hall Local Purpose (Site for Community Buildings) Reserve (0.2 ha, land only)
Ngāti Maru, Ngāti Tamaterā, Te Patukirikiri	Shared RFR over specified conservation land in the south and central area of Aotea. [see list overleaf]
Whangapoua Conservation Area	
Ngāti Maru	<ul style="list-style-type: none"> • Vesting of majority of the Cape Barrier Conservation Area and the adjacent Cape Barrier Marginal Strip (approx 24 hectares) as one site subject to scenic reserve status • A Statutory acknowledgement and deed of recognition for Whangapoua Conservation Area
Ngāti Tamaterā	<ul style="list-style-type: none"> • Vesting of Tryphena North Conservation Area and Hilltop Recreation Reserve (approx 16.3 hectares, two sites) subject to recreation reserve status • A Statutory acknowledgement and deed of recognition for Whangapoua Conservation Area

Ngāti Maru, Ngāti Tamaterā, Te Patukirikiri: Shared RFR list

Site	Hectares
Komahunga Conservation Area	7.6760
Harataonga Scenic Reserve	264.4292
Walrahi Forest Sanctuary	477.1587
Okupu Conservation Area	14.6015
Oruawharo Creek Recreation Reserve	0.6076
Oruawharo Creek Government Purpose Reserve	6.1629
Pa Point Recreation Reserve	2.6450
Tryphena South Conservation Area	22.6623
Ruahine North Conservation Area	57.7863
Ruahine South Conservation Area	32.3748
Shoal Bay Conservation Area	0.2053
Tryphena Scenic Reserve	428.0561
Medlands Wildlife Management Reserve	9.7842
Te Atamira Scenic Reserve	0.8093
Oruawharo Marginal Strip	27.1000
Rosalie Bay Marginal Strip	1.4080
Sandy Bay Marginal Strip	0.8050
Sugar Loaf Marginal Strip	3.4044



Office of Hon Christopher Finlayson

4

11 NOV 2016

Haydn Edmonds
Chairman Ngātiwai Trust Board

By email: haydn@ngatiwai.iwi.nz

Tēnā koe

Aotea overlapping claims – final decision on overlapping claims between Ngātiwai and Marutūāhu iwi

On 10 October I wrote to you giving my preliminary decision in regards to the Crown offer of cultural and commercial redress to Ngāti Maru, Ngāti Tamaterā, Ngaati Whanaunga and Te Patukirikiri on Aotea. The proposed redress is attached as **Appendix One**.

I am advised representatives of Ngātiwai and Marutūāhu iwi have not met, but that you have discussed the issues between you with Ngāti Maru negotiator Paul Majurey and this discussion did not resolve any of the overlapping claims. My preference is always for iwi to reach agreement amongst themselves. However I know this is not always possible. This means I must make, on behalf of the Crown, a final determination on the redress the Crown will offer.

My decisions are not to be taken as an attempt to determine manawhenua. My task is to assess the claims made by each party and to maintain relativity between settlement packages. As with my preliminary decisions I have been guided by three principles:

- the Crown's wish to reach a fair and appropriate settlement with each iwi in negotiations;
- the Crown's wish to maintain, as far as possible, its capability to provide appropriate redress to all iwi and achieve a fair settlement of their historical claims; and
- The Crown's duty to ensure the redress offered to the claimant group in negotiations does not prejudice any other groups, or create unintended inferences regarding the mana of other groups.

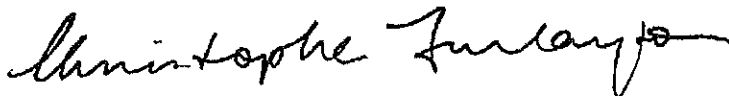
My final decision is to confirm my preliminary decision.

I have carefully considered the views you conveyed to my officials when they met with you on 28 October 2016. I am advised you continue to oppose all cultural vesting or commercial redress offered to the Marutūāhu iwi, as you do not consider the Marutūāhu iwi have interests on Aotea that justify this redress. I am advised you have a particular concern with the Crown's offer to Ngāti Maru of a vesting at Cape Barrier adjacent to your southern boundary marker. However, Ngāti Rehua have been offered a vesting at Cape Barrier and

are a hapū of Ngātiwai. I am advised the Maori Land Court determined Ngāti Rehua are owners of Te Tohorā-ā-Manaia, the islet off Cape Barrier which you have advised is the Ngātiwai boundary marker.

My view is that the redress offer to Marutūāhu Iwi is appropriate in all the circumstances, including on the basis of the historical associations of those iwi. In the event Ngātiwai demonstrates distinct interests on Aotea, the Crown retains capacity to provide appropriate redress to Ngātiwai.

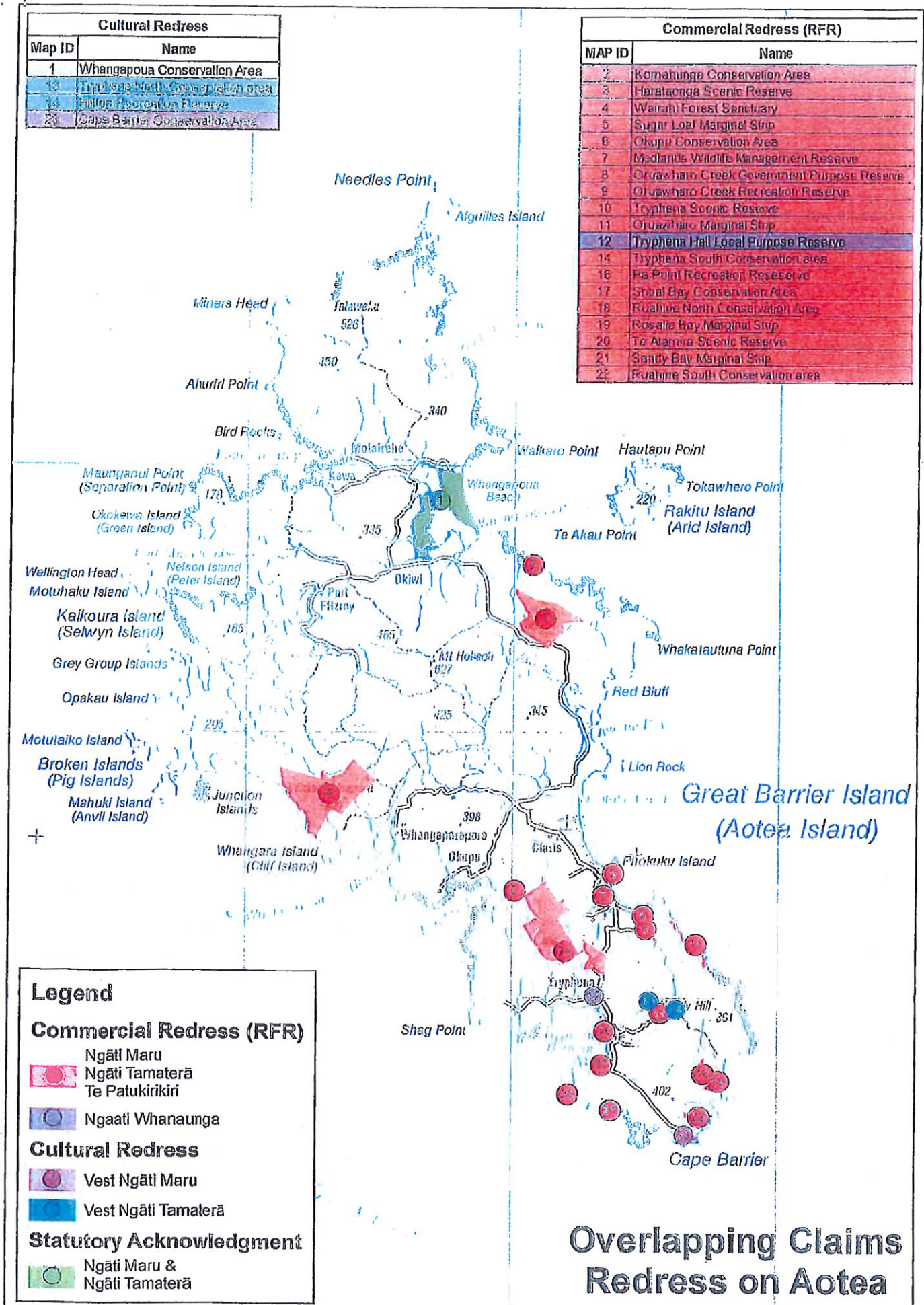
Nāku noa, nā



Hon Christopher Finlayson
Minister for Treaty of Waitangi Negotiations

Appendix 1: Redress offered to Marutūāhu Iwi on Aotea

<i>Cultural redress</i>	
Ngāti Maru	<ul style="list-style-type: none"> • vesting of majority of the Cape Barrier Conservation Area and the adjacent Cape Barrier Marginal Strip (approx 24 hectares) as one site subject to scenic reserve status • a statutory acknowledgement and deed of recognition for Whangapoua Conservation Area
Ngāti Tamaterā	<ul style="list-style-type: none"> • vesting of Tryphena North Conservation Area and Hilltop Recreation Reserve (approx 16.3 hectares, two sites) subject to recreation reserve status • a statutory acknowledgement and deed of recognition for Whangapoua Conservation Area
<i>Commercial redress: Right of First Refusal (RFR)</i>	
Ngaati Whanaunga	<ul style="list-style-type: none"> • exclusive RFR over the Tryphena Hall Local Purpose (Site for Community Buildings) Reserve (0.2ha, land only)
Ngāti Maru, Ngāti Tamaterā, Te Patukirikiri	<ul style="list-style-type: none"> • shared RFR over specified conservation land in the south and central area of Aotea (18 sites)





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13 January 2017

Haydn Edmonds
Chairman
Ngatiwai Trust Board
ngatiwai@ngatiwai.iwi.nz

Tēnā koe

Overlapping claims regarding the proposed Protocol Area map for the Taonga Tūturu and Primary Industries protocols

As you may be aware, the Hauraki Collective initialled a redress deed with the Crown on 22 December 2016. This deed is available at <https://www.govt.nz/dmsdocument/6830.pdf>.

The Hauraki Collective comprises of Hako, Ngāi Tai ki Tāmaki, Ngāti Hei, Ngāti Maru, Ngāti Paoa, Ngāti Porou ki Hauraki, Ngāti Pūkenga, Ngāti Rāhiri Tumutumu, Ngāti Tamaterā, Ngāti Tara Tokanui, Ngāti Whanaunga and Te Patukirikiri. These iwi are also in negotiations with the Crown for the settlement of their individual historic Treaty of Waitangi claims.

The Crown's iwi-specific redress offer to each member of the Hauraki Collective includes a Taonga Tūturu protocol and a Primary Industries protocol (the protocols). For the avoidance of doubt, the protocols are not Hauraki Collective redress. The purpose of this letter is to seek your comment on the proposed Protocol Area map for the protocols (refer to Appendix one).

The Taonga Tūturu Protocol

The Taonga Tūturu Protocol sets out how the Minister and the Chief Executive for Manatū Taonga will interact with the relevant governance entity within the protocol area. This is non-exclusive redress and includes, but is not limited to:

- a. the process by which the Chief Executive will engage with Taonga Tūturu;
- b. discuss proposed policy or operational changes;
- c. notification of ministerial appointments to Boards; and
- d. engage on proposed national monuments, war graves, historic graves and history publications.

The Primary Industries Protocol

The Primary Industries Protocols sets out how the Minister for Primary Industries and the Director-General of the Ministry of Primary Industries will establish and maintain an enduring relationship with the relevant governance entity. This is non-exclusive redress. The protocol applies to agriculture, forestry, fisheries, biosecurity and food safety within the protocol area. It does not cover the allocation of aquaculture space of Crown Forestry assets held by the Ministry of Primary Industries.

Overlapping claims process

Final agreement on any redress is subject to the resolution of overlapping claims to the Crown's satisfaction. The Crown is therefore seeking your feedback on the proposed Protocol Area map. We request your feedback in writing, whether that be confirming your support or no objection to the protocol map, specifying the outcome of any discussions you have with any of the iwi of Hauraki relating to the proposed Protocol Area map, or identifying issues for discussion. Please provide your response by 5pm on Thursday 19 January 2017.

It is the Crown's preference that groups engage directly if there are any concerns with the proposed Protocol Area map and, where possible, resolve any issues arising themselves. I encourage you to engage directly with Hauraki iwi listed at Appendix Two to discuss any matters you may wish to raise. The Crown acknowledges such discussions can be complex and should the need arise the Crown is able to assist in these discussions if both parties agree. The Office of Treaty Settlements is also available to meet with you during this process if necessary.

We recognise that sometimes all avenues of engagement are exhausted and matters remain unresolved between groups. In this event, as the Crown is ultimately responsible for the overall overlapping claims process, the Minister for Treaty of Waitangi Negotiations may be required to make a decision. If this step becomes necessary, the Minister will take into account the feedback provided by the iwi of Hauraki and other claimant groups.

The table below sets out the next steps in the process and timeframes:

Timeframe	Next steps
13 January 2017	OTS writes to all overlapping groups advising of proposed redress and seeking a written response
13 January – 31 January	Hauraki iwi engages directly with overlapping groups. Groups provide information and views to OTS
2 February 2017	OTS reports to the Minister for Treaty of Waitangi Negotiations on overlapping claims engagement progress and to seek a preliminary decision, if required. NB: a preliminary decision from the Minister is only sought if groups raise concerns with the proposed redress, and if the concerns could not be resolved through direct engagement with Hauraki iwi.
3 February 2017	The Minister writes to groups and Hauraki iwi either to confirm that overlapping claims are closed, or to advise the outcome of his preliminary decision and seek further information
20 February 2017	Where preliminary decisions have been made, overlapping groups have the opportunity to provide further information and views to OTS
23 February 2017	If required, OTS reports to the Minister to seek a final decision on overlapping claims
24 February 2017	The Minister writes to inform groups of his final decision

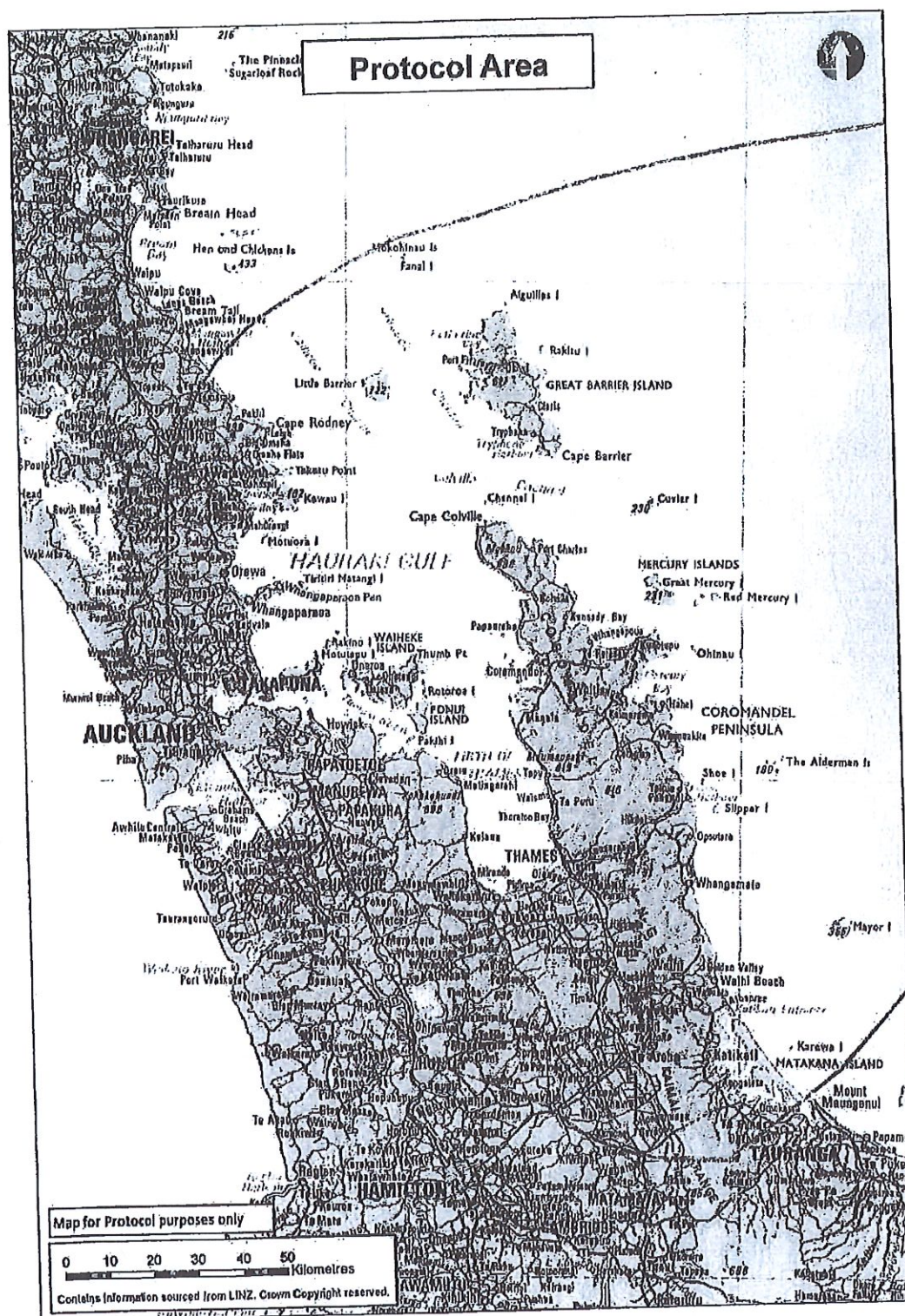
Contact details for the mandated negotiators for the Hauraki iwi are attached to this letter at Appendix 2.

If you have questions regarding the overlapping claims process for the proposed Protocol Area map, or would like further information, please contact Ryan Bogardus at ryan.bogardus@justice.govt.nz or on 04 918 8727.

Nāku noa, nā

Leah Campbell
Deputy Director, Negotiations and Settlements

Appendix One: Proposed Protocol Area map



Appendix Two: Contact details for the Hauraki iwi

Hauraki iwi	Contact person and details		
Hako	Josie Anderson Negotiator josie.anderson@rocketmail.com	John Linstead Negotiator kenlinstead@yahoo.com	-
Ngāti Hei	Joe Davis Negotiator ngatihel@xtra.co.nz	Peter Johnston Negotiator pejroy@xtra.co.nz	-
Ngāti Maru	Paul Majurey Negotiator paul.majurey@ahmlaw.nz	Wati Ngamane Negotiator ngakoma@xtra.co.nz	-
Ngāti Paoa	Hauāuru Rawiri Negotiator kaihautu@ngatipaoaiwi.co.nz	Morehu Rawiri Negotiator morehuw@gmail.com	-
Ngāti Porou ki Hauraki	Pineamine Harrison Negotiator pineharrison@xtra.co.nz	John Tamihere Negotiator john.tamihere@waiwhana.co.nz	Fred Thwaites Negotiator fred.npkh@gmail.com
Ngāti Rāhiri Tumutumu	Jill Taylor Negotiator jilltaylor@vodafone.co.nz	Nicki Scott Negotiator nick.scott@xtra.co.nz	-
Ngāti Tamaterā	Liane Ngamane Negotiator liane.ngamane@hotmail.com	John McEnteer Negotiator mcenteer@actrix.co.nz	-
Ngāti Tara Tokanui	Amelia Williams Negotiator amelia.w@vodafone.co.nz	Russel Karu Negotiator russellnegotiations@xtra.co.nz	-
Ngaati Whanaunga	Tipa Compain Negotiator tipa@xtra.co.nz	Nathan Kennedy Negotiator nkennedy@lhug.co.nz	-
Te Patukirikiri	William Peters Negotiator william@patukirikiri.iwi.nz	David Williams Negotiator david@patukirikiri.iwi.nz	-

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18 January 2017

Haydn Edmonds
Chairman
Ngatiwai Trust Board
ngatiwai@ngatiwai.iwi.nz

Tēnā koe

Overlapping claims regarding the proposed area over which the Hauraki Collective Fisheries Quota RFR applies

As you may be aware, the Hauraki Collective Initialed a redress deed with the Crown on 22 December 2016. This deed is available at <https://www.govt.nz/dmsdocument/6830.pdf>.

The Hauraki Collective comprises of Hāko, Ngāi Tai ki Tāmaki, Ngāti Hei, Ngāti Maru, Ngāti Paoa, Ngāti Porou ki Hauraki, Ngāti Pūkenga, Ngāti Rāhiri Tumutumu, Ngāti Tamaterā, Ngāti Tara Tokanui, Ngaati Whanaunga and Te Patukirikiri. These iwi are also in negotiations with the Crown for iwi-specific Treaty of Waitangi settlement redress.

The Fisheries Quota RFR provides for the Crown to grant to the Pare Hauraki Cultural Entity a right of first refusal to purchase certain fisheries quota. This applies to salt water fisheries only, and does not apply to freshwater fisheries. A map showing the area covered by the redress arrangement is attached at **appendix one**. Final agreement on the geographical area of the redress (as opposed to the RFR itself) is subject to the resolution of overlapping claims to the Crown's satisfaction.

The Crown is therefore seeking your feedback on the area over which the Fisheries Quota RFR applies. We request your feedback in writing, whether that be confirming you support or having no objection to the proposed area. Please provide your response by 5pm on Thursday 2 February 2017.

It is the Crown's preference that groups engage directly if there are any concerns with proposed redress and, where possible, resolve any issues arising themselves. I encourage you to engage directly with the Chair of the Hauraki Collective, Paul Majurey. The Crown acknowledges such discussions can be complex and should the need arise the Crown is able to assist in these discussions if both parties agree. The Office of Treaty Settlements is also available to meet with you during this process if necessary.

We recognise that sometimes all avenues of engagement are exhausted and matters remain unresolved between groups. In this event, as the Crown is ultimately responsible for the overall overlapping claims process, the Minister for Treaty of Waitangi Negotiations may be required to make a decision. If this step

becomes necessary, the Minister will take into account the feedback provided by the Hauraki Collective and other claimant groups.

The table below sets out the next steps in the process and timeframes:

Timeframe	Next steps
18 January 2017	OTS writes to all overlapping groups advising of proposed redress and seeking a written response
19 January – 2 February 2017	The period for any iwi engagement Groups provide any information and views to OTS
7 February 2017	OTS reports to the Minister for Treaty of Waitangi Negotiations on overlapping claims engagement progress and to seek a preliminary decision, if required. NB: a preliminary decision from the Minister is only sought if groups raise concerns with the proposed redress, and if the concerns could not be resolved through any iwi engagement
8 February 2017	The Minister writes to groups and the Hauraki Collective either to confirm that overlapping claims are closed, or to advise the outcome of his preliminary decision and seek further information
8 February – 22 February 2017	Where preliminary decisions have been made, overlapping groups have the opportunity to provide further information and views to OTS
27 February 2017	If required, OTS reports to the Minister to seek a final decision on overlapping claims
28 February 2017	The Minister writes to inform groups of his final decision

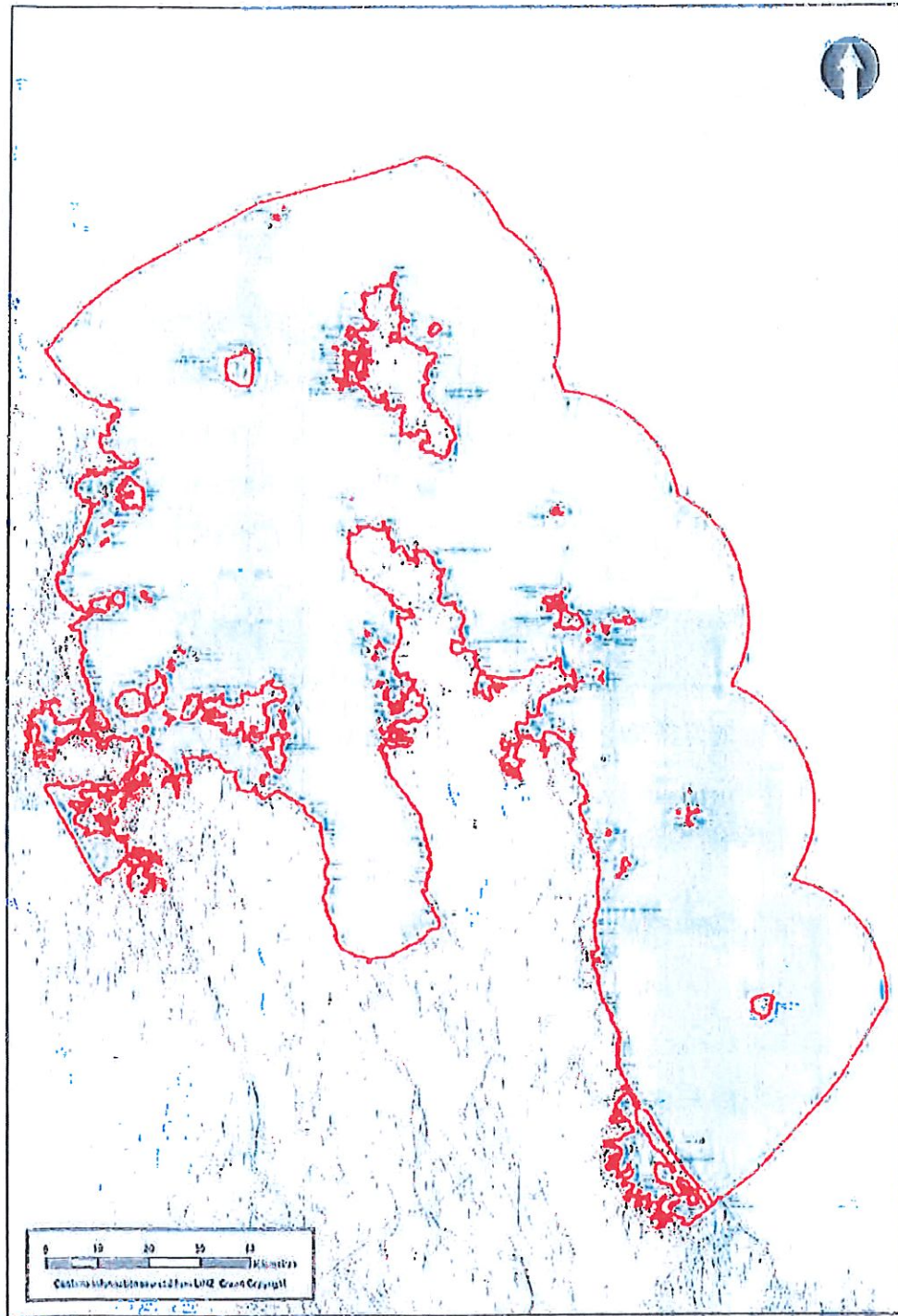
If you have questions regarding the overlapping claims process, or would like further information, please contact me at leah.campbell@justice.govt.nz or 04 913 9202.

Nāku noa, nā

Leah Campbell

Deputy Director, Negotiations and Settlements

Appendix one: Map showing the area covered by the redress arrangement



11248

7



PART OF THE MINISTRY OF JUSTICE

13 June 2017

Haydn Edmonds
Chairman
Ngātiwai Trust Board
ngatiwai@ngatiwai.iwi.nz

Office of Treaty Settlements
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www.ots.govt.nz

Tēnā koe

Primary Industries protocol area for Ngāi Tai ki Tāmaki's comprehensive settlement

I write to you to seek your views on the Primary Industries protocol area (the protocol area) for Ngāi Tai ki Tāmaki that may overlap with your area of interest.

As you may be aware, Ngāi Tai ki Tāmaki signed a deed of settlement with the Crown in 2015 for the settlement of their individual historic Treaty of Waitangi claims. The Deed contains a Primary Industries protocol and associated protocol area as part of Ngāi Tai ki Tāmaki's comprehensive settlement. A Primary Industries protocol is standard, non-exclusive relationship redress between an iwi group and the Ministry for Primary Industries. A protocol is a statement issued by a Minister of the Crown setting out how a Crown agency intends to interact with a claimant group on a continuing basis and sets out how a government agency will exercise its functions, powers and duties in relation to specified matters within the protocol area.

I am writing to you now because Ngāi Tai ki Tāmaki's Primary Industries protocol area has recently been amended to reflect the Crown decision for protocol areas to be specific for each individual Hauraki iwi, rather than using the same area for the Pare Hauraki Collective. In mid-January 2017, we wrote to you about the protocol areas for other Hauraki iwi. We note the concerns you raised in your letter of 29 March 2017 about those protocol areas. The Minister for Treaty of Waitangi Negotiations will soon make a preliminary decision about overlapping claims relating to the Hauraki iwi. This letter about recent amendments to Ngāi Tai ki Tāmaki's Primary Industries protocol area forms part of that wider process.

The protocol area broadly reflects the area of interest included in the Ngāi Tai ki Tāmaki Deed of Settlement. The map of the protocol area that may overlap with your area of interest is attached at **Appendix One**, as well as a copy of Ngāi Tai ki Tāmaki's previous Primary Industries protocol area that was included in the Deed of Settlement, for your reference. The Crown seeks your views on the amended protocol area.

It is the Crown's preference that groups engage directly with each other in the first instance if there are queries or concerns about the protocol area and, where possible, resolve any issues arising themselves. I encourage you to engage directly with the negotiators for Ngāi Tai ki Tāmaki about the Primary Industries and any overlap with your area of interest. The negotiators are available in the coming weeks to meet with you. The contact details for the Ngāi Tai ki Tāmaki Tribal Trust are: James Brown, Chair, Ngāi Tai ki Tāmaki Tribal Trust, PO Box 59, Beachlands, Auckland 2147, or james.brown@ngaitai-ki-tamaki.co.nz.

The Office of Treaty Settlements requests your written feedback on the protocol area, specifying the outcome of any discussions you have with Ngāi Tai ki Tāmaki or identifying any issues. Please also provide

feedback even if you support or have no objection to the protocol area. Please provide your response in writing by **Tuesday 27 June 2017** to Briony Carew at OTS on briony.carew@justice.govt.nz.

The Crown acknowledges such discussions can be complex and, should the need arise, the Crown is able to assist in these discussions if the parties agree. OTS is also available to meet with you during this process if necessary.

We recognise too that sometimes all avenues of engagement are exhausted and matters remain unresolved between groups. In this event, as the Crown is ultimately responsible for the overlapping claims process, the Minister for Treaty of Waitangi Negotiations (**the Minister**) may be required to make a decision. If this step becomes necessary, the Minister will take into account the feedback provided by relevant claimant groups.

The table below sets out the next steps in the process and timeframes.

Timeframe	Next steps
13 June 2017	OTS writes to overlapping groups advising of the Primary Industries protocol area and seeking views
13 June to 27 June 2017	Overlapping groups engage directly with Ngāi Tai ki Tāmaki
27 June 2017	Overlapping groups provide views in writing to OTS by this date
3 July 2017	OTS reports to the Minister on overlapping claims engagement progress and to seek a preliminary decision, if required
4 July 2017	The Minister writes to groups and Ngāi Tai ki Tāmaki either to confirm overlapping claims are closed, or to advise the outcome of his preliminary decision and to seek further information
5 July to 18 July 2017	Where preliminary decisions have been made, overlapping groups and Ngāi Tai ki Tāmaki have the opportunity to engage directly and to provide further information and views to OTS, if required
24 July 2017	If required, OTS reports to the Minister to seek a final decision on overlapping claims
25 July 2017	The Minister writes to inform groups of his final decision

If you have questions regarding this overlapping claims process, or would like further information, please contact Briony Carew at OTS on briony.carew@justice.govt.nz or 04 978 7042.

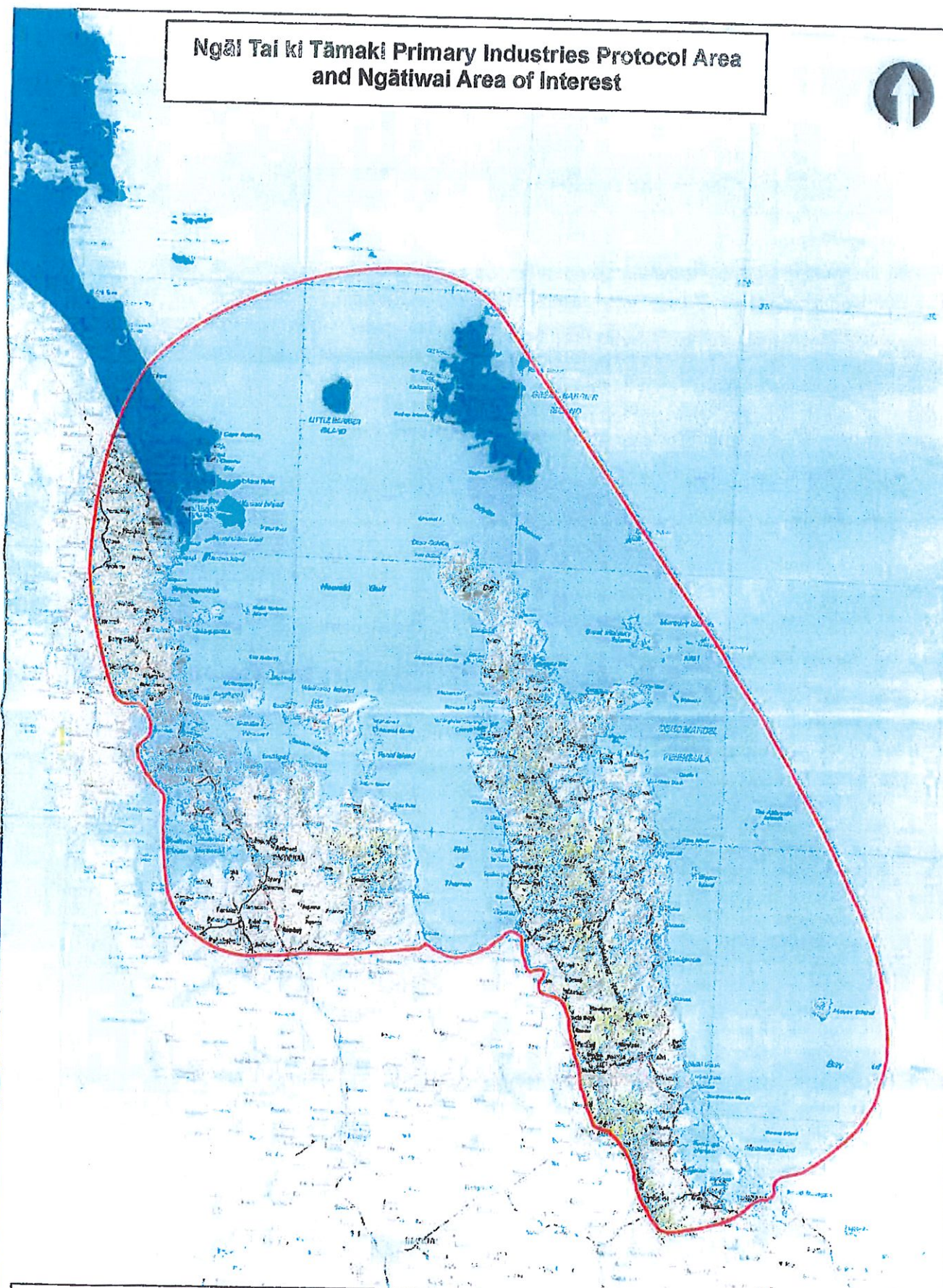
Nāku noa, nā



Tessa Buchanan
Negotiation and Settlement Manager

cc: James Brown, Chair, Ngāi Tai ki Tāmaki Tribal Trust, james.brown@ngaitai-ki-tamaki.co.nz

Ngāi Tai ki Tāmaki Primary Industries Protocol Area and Ngātiwai Area of Interest



Legend

-  Ngāi Tai ki Tāmaki Primary Industries Protocol Area
 Ngātiwai Area of Interest



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Ngātiwai Trust Board

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1 April 2014

Hon Christopher Finlayson
 Minister for Treaty of Waitangi Negotiations
 Private Bag 18401
 Parliament Buildings
 Wellington 6160

Tēnā koe te rangatira e

Opposition to Marutuahau claims over Ngātiwai Rohe

The Ngātiwai Trust Board takes this opportunity to record its position with respect to the claims by Marutuahau. In doing so it also records its support of the Ngāti Rehua- Ngātiwai ki Aotea Trust.

It has been acknowledged and accepted by the Crown that the Iwi of Ngātiwai represented by the Ngātiwai Trust Board are the principal Tangata Whenua of Aotea.

In context, when the Crown commenced settlement discussions with respect to the settlement of the Tamaki Makaurau claims, the Crown recognising the unique position of Ngātiwai Trust Board as the Iwi and Ngāti-Rehua as the hapu and invited the Trust Board to consent to both Ngāti-Rehua and Manuhiri settling their claims independent of any claims of Ngātiwai. The Trust Board duly obliged by providing its requisite consent.

In regard to the proposed Marutuahau settlement, the Ngātiwai Trust Board supports the position taken by Ngāti Rehua-Ngātiwai ki Aotea Trust and in particular asserts:

1. That it, together with Ngāti-Rehua, has mana whenua over all of Aotea (Great Barrier) and the surrounding Islands;
2. That the view above, reflects the view taken by the Maori Land Court who heard the competing claims with respect to Aotea several years ago;
3. That in addition to the challenge to Marutuahau claims with respect to Aotea, it also challenges the claims with respect to its claims on the main land north of Takatu Point, and the coastal environs between Aotea and any point on the main land north of Takatu Point.

9



Office of Hon Christopher Finlayson

Attorney-General
Minister for Treaty of Waitangi Negotiations
Minister for Arts, Culture and Heritage

15 MAY 2014

Haydn Edmonds
Chairman
Ngātiwai Trust Board
PO Box 1332
WHANGAREI 0140

Tēnā koe

Re: Opposition to Marutūāhu claims over Ngātiwai Rohe

Thank you for your letter of 1 April 2014 in which you advise the Ngātiwai Trust Board opposes Marutūāhu claims over Aotea and north of Takatu Point on the mainland and support the position of the Ngāti Rehua-Ngātiwai ki Aotea Trust.

You will be aware that the Crown is already engaging with Ngāti Rehua in relation to redress offered to Marutūāhu iwi on Aotea. The Crown recognises Ngāti Rehua-Ngātiwai ki Aotea (Ngāti Rehua) as a hapū of Ngātiwai and as kaitiaki and the resident group on Aotea. I understand your letter is a strong message of support for Ngāti Rehua and welcome your ongoing engagement with Ngāti Rehua over redress proposed for the Marutūāhu iwi on Aotea with Ngāti Rehua.

The only redress the Crown has offered the Marutūāhu iwi on the mainland north of Takatu Point is a coastal statutory acknowledgement. This is non-exclusive redress which does not affect the interests of Ngātiwai. I understand that representatives of the Ngātiwai Trust Board met with Paul Majurey, Chair of the Marutūāhu iwi Collective, and Mike Dreaver, Chief Crown Negotiator, in October last year to discuss the coastal statutory acknowledgement and other redress offered to the Marutūāhu iwi in the Mahurangi area. This was followed by an email from Adam Levy, Negotiations and Settlement Manager, on 31 October detailing the non-exclusive nature of the statutory acknowledgement offered.

Please contact Mr Dreaver if you wish to discuss the matters further. I intend to make decisions on overlapping claims in relation to Hauraki redress by the end of May.

Nāku noa, nā

Hon Christopher Finlayson
Minister for Treaty of Waitangi Negotiations

CC: Mike Dreaver, Chief Crown Negotiator, mike@thepolicyshop.org.nz
Paul Majurey, Chair of the Marutūāhu iwi Collective, paul.majurey@ahimlaw.com
Tania McPherson, Ngātiwai Trust Board, tania@ngatiwai.iwi.nz

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25 July 2014

Adam Levy
Negotiation and Settlement Manager
Office of Treaty Settlements

Tēnā koe Adam

RE: Treaty Settlements Relating to Aotea (Great Barrier Island) and elsewhere in the Ngatiwai Rohe

It is our understanding that the Crown is in the process of offering redress options to member iwi associated with the Marutūahu confederation including Ngāti Pāoa, Ngāti Maru, Ngāti Tamaterā, Ngāti Whanaunga and Te Patukirikiri. Following discussions with Ngāti Rehua Ngatiwai-ki-Aotea Trust and the Chief Crown Negotiator, Mike Dreaver, we understand that Marutūahu as a confederation is no longer in the picture but rather specific iwi being Ngāti Maru, Tamaterā and Te Patukirikiri remain in negotiations over redress options on Aotea and elsewhere in the Ngatiwai rohe.

I refer to your letter of 18 October 2013 indicating your preference for iwi with overlapping interests to engage directly on proposed redress options and to resolve any issues themselves. In this regard we have been unsuccessful in securing an opportunity to meet with the Marutūahu Collective and are unaware of any other spokespeople to contact regarding the specific and remaining iwi mentioned above. The lack of notification from OTS of any other spokespersons on behalf of those individual iwi mentioned above is of grave concern to us. We note your comments that any proposed redress is subject to the resolution of overlapping claims to the Crown's satisfaction and look forward to taking part in discussions in this respect.

We are also unaware of the specific details of any revised redress proposals following the clarification of specific iwi with a claimed interest in Aotea and elsewhere and respectfully request that this information is made immediately available to us for feedback.

In a general sense we understand that Crown offers may include rights of first refusal (RFR's), land transfers and statutory acknowledgements on Aotea - all of which we reject based on our historical, whakapapa and Māori Land Court evidence available to us.

While we await the disclosure of specific information requested above we are able to provide you with the following feedback reflecting our general concerns about redress options being offered on Aotea and elsewhere.

"Te Karere o Tukaiaia"

General Concerns

1. The south-eastern boundary marker of the Ngātiwai tribal rohe is Te Tokorā-ā-Manaia (one of the six whales of Manaia) an islet off Mātarehu (Cape Barrier). Therefore Ngātiwai-wide tribal interests extend to include the entire area on and around Aotea as outlined in our Deed of Mandate.
2. Decisions about redress options on Aotea that may impact on options available to Ngātiwai in addition to Ngāti Rehua ki Aotea appear to be imminent however wider Ngātiwai interests are not represented in discussions and the foreclosure of those options are of great concern.
3. This is not to say that we are challenging the interests of Ngāti Rehua (or its representative Trust) or their involvement in discussions concerning overlapping interests. In this regard we wrote to the Minister on 1 April 2014 expressing our support for the Trust while requesting that our wider iwi interest also be included and represented in discussions.
4. The response we received from the Minister dated 15 May 2014 was disappointing as it appears to have missed the point that wider Ngātiwai interests exist and should be accommodated suitably. Rather than directing us to suitable alternative contact persons within Marutūahu or specific iwi the Crown is now dealing with it referred us back to our own people, Ngāti Rehua whom we are already engaged with.
5. In addition the letter from the Minister appears to contradict information we have received recently about redress options being offered indicating that only statutory acknowledgements are at issue whereas recently we have been informed that RFR's, land transfers and statutory acknowledgements are on the table.
6. We are also disturbed to learn from Mike Dreaver that proposed redress options for the iwi identified above appear to relate to the Mokohinau Island which sits firmly within our tribal rohe. This is a complete surprise to us and we have not been provided with any information substantiating any such claims or provided the opportunity to comment on any such claims.
7. The Māori Land Court evidence of the case between ourselves and Māuraki Māori Trust Board (Aotea Trust Board vs. J De Silva) shows that the iwi indicated above do not have any land, customary rights or ongoing association with Aotea. Any interests are through intermarriage, and we can account for those whakapapa lines.
8. Finally it should be noted that Ngātiwai in addition to Ngāti Rehua ki Aotea are customary and contemporary owners in land on Aotea. This ownership is inextricably linked between Ngātiwai and Ngāti Rehua ki Aotea and cannot be separated out.

Based on these factors the Ngātiwai Trust Board reject any offer of redress you may be facilitating with the iwi identified above in relation to Aotea and elsewhere without our knowledge or input.

Ngā mihi



Haydn Edmonds
Chairperson
Ngātiwai Trust Board

CC: Mike Dreaver, Chief Crown Negotiator
Nicola MacDonald, Ngāti Rehua Ngātiwai – ki Aotea Trust

"Te Karere o Tukaiaia"

11



PART OF THE MINISTRY OF JUSTICE

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14/10/2014

Haydn Edmonds
 Chairperson
 Ngātiwai Trust Board
 By Email: Ngatiwai@ngatiwai.iwi.nz

Tēnā koe

Overlapping claims with Hauraki Iwi on Aotea/Great Barrier Island

Thank you for your letter of 25 July 2014 in which you raise concerns about overlapping claims with Marutūāhu iwi. As per our previous communication, we are engaging with Ngāti Rehua-Ngāti Wai Aotea Trust (Ngāti Rehua) in relation to their overlapping claims with Ngāti Maru, Ngāti Tamatera, and Te Patukirikiri.

In your letter you raise concerns the Crown has not taken into account wider Ngātiwai interests in Aotea. The Crown understands Ngāti Rehua represent the interests of Ngāti Wai on Aotea. The Crown considers it is appropriate to engage directly with Ngāti Rehua and I have not received any information which would make it appropriate for the Crown to deal with Ngātiwai as well as Ngāti Rehua in relation to this matter. It would assist the Crown if you would outline what are the separate interests of Ngātiwai on Aotea.

I also encourage you to continue to engage with Ngāti Rehua in relation to this matter.

Nāku noa, nā

Tim Townsend
 Negotiations and Settlement Manager

cc: Michael Dreaver, Chief Crown Negotiator, mike@thepolicyshop.org.nz

12

Ngatiwai Trust Board

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20 September 2016

Leah Campbell
Deputy Director, Negotiations and Settlements
Office of Treaty Settlements

SENT BY EMAIL TO: jonathan.west@justice.govt.nz

Tena koe Leah

Redress for Marutūahu Iwi on Aotea

I write in response to your letters dated 22 and 23 August 2016 requesting a written response from the Ngatiwai Trust Board (the "Board") concerning the proposed redress to be offered to specific Marutūahu iwi on Aotea by the Crown.

This response is preliminary only

The Board wishes to stress that this is a preliminary response made on behalf of Te Iwi o Ngātiwai. This is the case as the Board has been consumed with preparations for an urgent inquiry into the Crown's recognition of its mandate due to take place on 4, 5 and 6 October 2016, and has not been able to discuss this matter at full Board level or with any of its marae or hapū communities affiliated to the Board.

The Crown have not yet disclosed full information upon which the Board can provide a definitive response

After repeated requests made to the Office of Treaty Settlements (the "OTS") the Board still does not have a Crown land audit and associated detailed maps for Aotea, in spite of having been provided with such information by the Crown for Mahurangi and Te Tai Tokerau over a year ago. Until full information concerning all redress options available to Ngatiwai for its negotiations with the Crown and until full disclosure of any and all other redress being offered to any other Iwi or Large Natural Group on Aotea (Great Barrier Island) no complete response is possible.

The Crown's application of its policy approach has been prejudicial to Ngatiwai

The operation and long term integrity of the Ngātiwai and the Ngātiwai Trust Board has been compromised and placed at considerable risk as a result of the Crown's application of its settlement

policies, practices and in particular with separate Treaty settlements for Ngāti Manuhiri and Ngāti Rehua - Ngātiwai ki Aotea and in the way it has excluded the Ngātiwai Trust Board from overlapping claims discussions that it should have been involved in. In regard to the Ngāti Rehua- Ngātiwai ki Aotea settlement the Board continues to express misgivings as to the inclusion of 'Ngātiwai ki Aotea' (as presently defined) within this process, and to how the customary interests of Ngātiwai whānui at Aotea will be provided for in the Ngātiwai collective settlement which will not in all probability be concluded for several years.

The Crown's application of its overlapping claims engagement has resulted in the exclusion of the Ngātiwai Trust Board to its detriment and prejudice in respect of the redress options that look set to foreclose shortly. The Board has requested a meeting with Minister Finlayson to discuss the Crown's approach to dealing with overlapping claims on Aotea; in relation to the Marutūahu Iwi of which this response is the focus and in relation to ongoing discussions about overlapping claims with Ngāti Rehua - Ngātiwai ki Aotea. The Board is yet to confirm if there are any other iwi or large natural groupings claiming any interests on Aotea through Treaty settlement negotiations and if so we expect to be fully consulted on any redress the Crown proposes to offer them.

Direct engagement with Marutūahu iwi on overlapping claims

As you are aware Board is preparing to participate in the Ngātiwai Mandate Inquiry due to take place from 4 to 6 October 2016 and as a consequence is not in a position to either organise meetings or attend any meetings with "overlapping claimant groups" before that date. If however, the Crown is willing to take the initiative and help facilitate the organisation of meetings with specific Marutūahu iwi concerned we would have no difficulty attending to those meeting after 6 October 2016.

For the sake of expediency our preference would be for those meetings to take place in a series of discrete Iwi meetings over the course of one or two day at our offices in Whangarei. Please contact Tanla McPherson our Treaty Claims Manager should you wish to discuss the organisation of such meetings further.

Nga mihi



Haydn Edmonds
Chairman
Ngātiwai Trust Board

cc. Hon Christopher Finlayson, Minister for Treaty of Waitangi Settlements
c.finlayson@parliament.govt.nz
Nicola MacDonald, Chair and Negotiator, Ngāti Rehua-Ngātiwai ki Aotea
Ngati_rehua_chairperson@xtra.co.nz
Terrance Hohneck, Chief Executive Officer, Ngāti Manuhiri
mook@ngatimanuhiri.iwi.nz



Ngātiwai Trust Board

Preliminary Response to proposed Crown redress offered to specific Marutūahu Iwi on Aotea

(Great Barrier Island)

On behalf of Te Iwi o Ngātiwai

Date: 20 September 2016

Kia Tūpato!

*Ka tangi a Tūkaiaia kei te moana, ko Ngātiwai kei te moana e haere ana;
Ka tangi a Tūkaiaia kei tuawhēnua, ko Ngātiwai kei tuawhēnua e haere ana.*

Beware!

*When Tūkaiaia calls at sea, Ngātiwai are at sea;
When Tūkaiaia calls inland, Ngātiwai are inland.*

Contact Person	Representative Body
Tania McPherson Treaty Claims Manager Phone: (09) 283 9553 Mobile: (021) 6677 98 e-mail: tania.mcpherson@ngatiwai.iwi.nz	Ngātiwai Trust Board 129 Port Road P.O. Box 1332 Whangarei 0140 Phone: (09) 430 0939

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PART 1: The Crown's application of its overlapping claims engagement process has been prejudicial to Ngatiwai

Engagement History

1. The Office of Treaty Settlements (the "OTS") initially engage with the Ngatiwai Trust Board (the "Board") to discuss overlapping claims in relation to Marutūahu Iwi in 2013 but only after the Board's legal counsel at that time requested, via Minister Finlayson, that it be so (see **appendix A**). This approach was confirmed in a letter of reply from Minister Finlayson dated 1 July 2013 (see **appendix B**) indicating *"I am very supportive of such engagement taking place"*.
2. On 7 October 2013 (see **appendix C**) the Board received a letter from OTS dated 4 October 2013 concerning overlapping claims with specific Hauraki Iwi and the Marutūahu Collective. The letter set out the then timetable to resolve overlapping claims and the disclosure of redress proposals by 9 October. On 9 October 2013 the Board received an e-mail (see **appendix D**) from OTS stating that they were unable to disclose the redress information at that time but that an update would be provided on 14 October 2013.
3. On 18 October the Board received a letter from OTS (see **appendix E**) setting out the consultation timeframes and process to be followed to resolve the overlapping claims with Marutūahu Iwi and on 18 October 2013 the Board received information from the then Chief Crown Negotiator Michael Dreaver disclosing the redress (see **appendix F**), as a single statutory acknowledgement. This included an explanation that statutory acknowledgements are standard non-exclusive redress offered in numerous Treaty settlements. There was no disclosure of any commercial redress offered to Marutūahu Iwi on Aotea although the letter indicated that RFR redress in respect of Aotea was being explored.
4. A good while later the Board was informed by Ngati Rehua - Ngatiwai ki Aotea that the Crown was continuing to negotiate with Marutūahu Iwi concerning redress on Aotea and as a consequence the Board sent a letter to Minister Finlayson dated 1 April 2014 (see **appendix G**) stating its "Opposition to Marutūahu claims over Ngatiwai Rohe" and explaining that *"it [the Board], together with Ngati Rehua, has mana whenua over all of Aotea (Great Barrier) and the surrounding Islands.."*
5. This letter was responded to by Minister Finlayson on 15 May 2014 (see **appendix H**) and confirmed our fears that the Board had been excluded from the overlapping claims engagement process in favour of the Crown's desire to engage only with Ngati Rehua - Ngatiwai ki Aotea Trust and not directly with the Ngatiwai Trust Board.

6. Following further discussions with Ngati Rehua – Ngatiwai ki Aotea and the Chief Crown Negotiator Michael Dreaver the Board wrote again to OTS on 25 July 2014 requesting disclosure of specific redress information and inclusion in the engagement process (see **appendix I**).
7. On 14 October 2014 (see **appendix J**) our fears about being excluded from the overlapping claims engagement process were confirmed again in a letter we receive from OTS stating that *"In your letter you raise concerns the Crown has not taken into account wider Ngatiwai interests in Aotea. The Crown understands Ngati Rehua represents the interests of Ngatiwai on Aotea. The Crown considers it appropriate to engage directly with Ngati Rehua and I have not received any information which would make it appropriate for the Crown to deal with Ngatiwai as well as Ngati Rehua in relation to this matter."*
8. As consequence on 17 October 2014 (see **appendix K**) the Board made an Official Information Act request (an "OIA" request) to try to understand what had happened between the initial encouragement it had received from the Minister on 1 July 2013 to, the then, exclusion being applied by both the Minister and OTS officials.
9. OTS sent a further letter dated 14 November 2014 (see **appendix L**) to the Board regarding the OIA request advising that an extended timeframe was required due to the volume of information and consultation required, but that the information would be provided on 15 December 2014. While the OIA response was received on or about 15 December 2014 (see **appendix M**) there was no clear explanation as to the reason for the Board's exclusion from those discussions contained in the information provided.
10. Following a meeting the Board held with Ngati Rehua - Ngatiwai ki Aotea it wrote again to the Minister on 2 December 2014 (see **appendix N**) stressing our interests and need to be engaged in overlapping claims discussions concerning redress being offered to Marutūahu on Aotea.
11. On 13 April 2016 our Deputy Chair attended a meeting with Ngati Rehua - Ngatiwai ki Aotea and OTS in Wellington to discuss overlapping claims where it became clear that OTS had assumed that all Ngatiwai interests were being settled through the Ngati Rehua – Ngatiwai ki Aotea settlement with no remaining claims left to be settled in the Ngatiwai settlement. It was following this "light-bulb moment" as OTS later described it to us that officials decided to include Ngatiwai in these discussions.
12. Consequently on 15 June 2016 (see **appendix O**) the Board received a letter from OTS concerning its redress offer for the settlement of Ngati Rehua – Ngatiwai ki

Aotea claims with a process and timeframe to be followed and these discussions are ongoing.

13. On 5 August 2016 the Board sent a further OIA requested by e-mail (see **appendix P**) to OTS requesting information containing any recommendations it had made to Ministers concerning redress offered to Marutūahu on Aotea.
14. On 22 August 2016 (see **appendix Q**) the Board received a letter from OTS concerning specific redress it proposes to offer to individual Marutūahu iwi on Aotea including both commercial and non-commercial redress. This is the first time the Board has ever been disclosed this redress information.
15. Upon receipt of this information the Board sent an immediate response by e-mail dated 22 August 2016 (see **appendix R**) requesting maps of all the redress properties and requesting a minimum two week extension of time given its preoccupation with preparations for an urgent hearing into its mandate.
16. On 23 August 2016 OTS responded with a further two weeks for written response to be received and included an overall map of Aotea showing the whereabouts of the redress properties offered to specific Marutūahu iwi (see **Appendix S**).
17. On 30 August 2016 (see **appendix T**) the Board received a response from OTS to its OIA request confirming that the information requested had already been provided in its response from December 2014 suggesting that there has been no further recommendations put to Ministers in the intervening period.
18. On 31 August 2016 the Board sent a letter to Minister Finlayson (see **appendix U**) expressing its concerns with the Crowns approach to Treaty Settlements with Ngatiwai interests noting that various teams within OTS seem to be operating on their own unrelated timetables and seeking co-ordination.

Conclusions

19. The Board considers that given its experience (as outlined above) it has been prejudiced by the Crowns application of its overlapping claims engagement process in respect of Aotea and its surrounding environs, Islands and islets.
20. While the Board was initially encouraged to participate in the overlapping claims resolution process, including by the Minister, it was then excluded from those discussions. The Crown, including the Minister, then opted to engage only with Ngati Rehua - Ngatiwai ki Aotea in respect of redress being offered to various parties on and around Aotea.

21. As a result it was confirmed verbally at a meeting that Board representatives attended with OTS staff on 15 July 2016¹ that Ministers have already made "final" decisions about redress the Crown proposes to make available to other parties. This suggests to us a first up best dressed scenario without due and fair consideration given to the significance of wider Ngatiwai settlement interests on Aotea and its surrounding islands and islets.
22. The Crown having finally accepted that Ngatiwai have legitimate customary rights on Aotea is now belatedly offering Ngatiwai an opportunity to provide its feedback on well advanced, if not almost certain, redress proposals. This is despite the fact that the Board continued throughout this long process to protest its exclusion from those discussions. It is on this basis that the Board considers it has been prejudicially disadvantaged by the way the Crown has applied its overlapping claims engagement process.

Part 2: Ngātiwai Trust Board response to proposed redress for Marutūahu Iwi on Aotea

Introductory Comments

23. As will be illustrated in this response Ngātiwai whānui and Ngāti Rehua hold documented customary associations with all of Aotea, including all those parcels of Crown land associated with cultural or commercial redress currently under offer by the Crown to Marutūahu.
24. The Board has for too long been placed in an uniformed and reactive position in regard to the entire Treaty settlement process relating to Aotea. It is now a particular concern that the Crown expects the Board to undertake immediate, direct consultation with individual Marutūahu Iwi over proposed redress on Aotea, without having detailed information relating to each iwi's asserted 'customary interests' with each specific site. In addition it is completely unacceptable to the Board to learn recently from OTS officials that the Minister has made 'a final decision' in regard to redress applying to some Crown properties on Aotea, for example Matarehu, where Ngātiwai and Ngāti Rehua hold a documented and enduring ancestral customary relationship, as summarised below.²

¹ A voice recording of this meeting is available if required.

² See, for example, the evidence of Te Whetumarama McGregor 14-15 September 1995, pp. 16-18, and Te Witi McMath, September 1995, p.8

25. Because of this untenable situation it is the Board's clear position that, from a Ngātiwai whānui perspective, the achievement of a just, full and final settlement for all parties associated with Aotea, cannot be reached in the short term.

A summary of the Board's position, issues and concerns relating to the Treaty settlement process and Aotea

26. In this preliminary response the Board, makes the following statements and then expands on some of them below.
27. The Board is extremely concerned with the ongoing disruption and diminution of Ngātiwai rangatiratanga and kaitiakitanga resulting from the Crown's decision to proceed with separate Treaty settlements with constituent hapū of Ngātiwai, namely Ngāti Manuhiri and Ngāti Rehua imposed on Ngātiwai. The Board treasures its relationship with these hapū who are located on the southern outpost of the Ngātiwai rohe. It has always been focused on achieving just and full Treaty settlements for these and all of the Iwi's constituent marae and hapū communities, while also protecting and enhancing the mana whenua and mana moana held by Ngātiwai whānui over all of its rohe.
28. The Board adheres firmly to the position that Ngātiwai whānui holds an ancient and enduring ancestral and customary relationship with all of Aotea and its environs. In this regard the Board notes that its position on the nature of this enduring Ngātiwai ancestral and customary relationship, and of mana whenua and mana moana pertaining to Aotea and its environs, remains exactly as described by Ngātiwai kaumātua in the 1989-1998 Māori Land Court investigation of the status of papatupu land at Aotea. The Board notes that this has also been the firmly held position of Ngāti Rehua Treaty claim negotiators as expressed at consultation hui and as made clear in OIA documentation.
29. The Board reminds the Crown of the fundamental importance of consideration of the 1998 Findings, and in particular the Orders, of the Māori Land Court, in determining Treaty redress on Aotea.³ In this regard the Board and no doubt Ngātiwai whānui and Ngāti Rehua, will have serious reservations concerning some of the factual statements and conclusions reached in the 'Findings' of the Māori Land Court in 1998. This has particular relevance to the application of OTS interpretations of the 1989-1998 investigation and the Court's Decision (through an OIA request) and their application to proposed redress on Aotea. That said, the Board accepts that the 1998 Decision provides the only independent statutory-based

³ The Board also refers the Crown to the Maori Land Court Decision in the Rangiahua (Flat Island) Decision of 1926 that – "Ngāti Maru [Marutuahu] has no rights in the Barrier at all now, whatever they may have had formerly."

assessment of customary rights pertaining to Aotea under s. 132 of the Te Ture Whenua Māori Act 1993.

30. The Board notes that the Court, in its definition of 'The Applicants', acknowledges that from 1995 the Ngātiwai Trust Board and the Hauraki Māori Trust Board were 'the Applicants' in the Aotea investigation, and that the Court ruled that the parties were to be referred to thenceforth, variously, as 'Ngāti Rehua' and 'Marutūahu'.⁴ The Board submits that this often overlooked fact has particular relevance to consideration of the orders of the Court in regard to the exercise of 'Ngāti Rehua' and Ngātiwai whānui kaitiakitanga on Aotea.
31. The Board expresses considerable concern that the proposed redress on Aotea appears to be a pragmatic 'moving feast' designed to partially please all parties. It is not based on customary rights, on tikanga Māori or the 1998 Orders of the Māori Land Court in relation to Aotea. It has been of particular concern to the Board to learn, through the receipt of OIA information, that a Marutūahu lead negotiator had proposed (6 May 2014), a '50-50 split of Aotea on a north-south or east-west basis'. This approach is anathema to Ngātiwai, and is utterly rejected by the Board. It shows no respect for the mauri and mana of Aotea, and is contrary to the Ngātiwai view that Aotea is one living entity as expressed strongly and in detail by Ngātiwai kaumātua in the 1989-198 investigation.
32. The Board states that if enacted, the proposed commercial property redress (including vestings and RFRs), and unsubstantiated cultural redress would unalterably disrupt and diminish Ngātiwai, including Ngāti Rehua, rangatiratanga and kaitiakitanga on Aotea. (see Whetu re occupation of Aotea from Te Waro). This potential situation would be contrary to the Orders of the Māori Land Court 23 February 1998, and would place Ngātiwai whānui, and in particular Ngāti Rehua in an untenable situation not experienced on Aotea since the seventeenth century conquest of Aotea by Te Rangitūangahuru and Hīkīhīkī and their allies. **It would in effect be a 're-conquest' of Aotea and an act of aggression by the Crown toward Ngātiwai, including Ngāti Rehua (emphasis added).**
33. The Board wishes it to be clearly understood by all parties that it does not oppose the development of cultural redress, for example statutory acknowledgements, in relation to specific land parcels on Aotea, or to the coastal environment, where an Iwi group of either Ngātiwai (including Ngāti Rehua) or Marutūahu can describe an accurate documented cultural or historical association with the place. That said, the Board has concern where this description and documentation refers to incorrect

⁴ The Board also notes that it funded the entire Ngāti Rehua-Ngātiwai kī Aotea costs in the ten year investigation.

interpretations by the Court in its 1998 Decision. This applies most notably to Harataonga and also in part to 'central Aotea' and the Rangitāwhiri area.

34. The Board opposes the development of commercial redress on Aotea, in particular where there are overlapping iwi and hapū interests, until full consultation has been completed with all parties involved, including the Ngātiwai Trust Board. In this regard the Board reminds the Crown that it has still not received a Crown land audit for Aotea and associated maps. It is also the position of the Board that the application of any commercial redress should be absolutely consistent with the occupation of Aotea as at 1840, and the intent of the 1998 Orders of the Māori Land Court in relation to the exercise of kaitiakitanga on Aotea by Ngāti Rehua 'for Ngāti Wai ki Aotea and Marutūahu ki Aotea'.

35. In this preliminary response the Board provides initial feedback on the brief summary of proposed redress for Marutūahu Iwi on Aotea, provided by OTS on 22 August 2016. The Board notes here that after an initial inspection of proposed redress being offered to Ngāti Rehua, including Ngātiwai ki Aotea, that it is seriously inadequate in particular in relation to provision for the ancestral, historical and cultural associations held by Ngātiwai whānui with all parts of Aotea.

The ancient and enduring ancestral and customary relationship held by Ngatiwai whanui with all of Aotea and its environs

Ko Aotea whakahirahira,

Ko Aotea Taonga maha

Ko Aotea utanga nui

'Aotea island of renown,

Aotea of many treasures,

Aotea of the bountiful cargo'⁵

36. Ngātiwai whānui, including Ngāti Rehua, hold an ancient and enduring ancestral and customary relationship with all of Aotea and its environs. The Board's position on the nature of this enduring Ngātiwai ancestral and customary relationship, and of mana whenua and mana moana pertaining to Aotea and its environs, remains exactly as described by Ngātiwai kaumātua in the 1989-1998 Māori Land Court investigation of the status of the papatupu land at Aotea.

⁵ Ngātiwai tribal pepeha, 'Evidence of Te Whetumarama McGregor to the Māori Land Court on, The Investigation of Title to the Offshore Islands, Islets and Rocks off the coastline of AOTEA', Ngātiwai Trust Board, September 14-15 1995, p.7

37. The enduring and undeniable nature of the Ngātiwai ancestral and customary relationship with all of the island of Aotea and its environs was set out in detailed evidence presented by Ngātiwai kaumātua to the 1989 – 1998 investigation. They included in particular, the late Te Witi McMath of Matapouri, Te Tai Tokerau, long time trustee and former Chairman of the Ngātiwai Trust Board, the late Whetumarama McGregor of Motairehe, Aotea, Michael Beazley of Kawa, Aotea, and the late Te Haupeke Piripi, Ngātiwai kaumātua and tribal historian, of Punaruku, Te Tai Tokerau.⁶ Final submissions for Ngāti Rehua (including Ngātiwai whānui) were presented to the Court by Counsel Tom G. Woods on 12 April 1996.
38. It must also be stressed that while this evidence was given by the kaumātua named above, the evidence was presented on behalf of the Board representing Ngāti Rehua, Ngātiwai ki Aotea and Ngātiwai whānui. This large and compelling body of traditional evidence was the result of over five years of marae-based hui and archival research undertaken throughout the Ngātiwai tribal rohe from Tūparehuia, Mōkau, Whananaki, Matapouri, Ngūngūrū and Whāngarei in the north, to Pākiri and Tāmaki makaurau in the south, as well as on all parts of Aotea. That is, the evidence, while setting out the primary relationship of Ngāti Rehua with Aotea as ahi kā and kaitiaki, described the relationship held by all of Ngātiwai with its southern outpost of Aotea.
39. It is also important to note that in this long investigation, the Ngātiwai Trust Board led and co-ordinated the response from Ngātiwai whānui to support the Aotea Māori Tribal Committee. This latter body then represented the Aotea resident communities of Ngāti Rehua and Ngātiwai ki Aotea. As noted above, the Board formally became the actual 'Applicant' to the investigation in 1995, on behalf of Ngāti Rehua and Ngātiwai whānui.
40. In regard to the Ngātiwai ancestral and customary associations with Aotea and its environs, the Board maintains the position stated in 1995 by Board trustee Te Witi McMath, and insists that any redress established on Aotea be consistent with this position. This kaumātua speaking, *"for and on behalf of the Ngāti Wai Trust Board and as a descendant of Rehua the eponymous ancestor of Ngāti Rehua"*⁷, set out the Iwi's position as follows,

"2.0 Statement of Claim

⁶ The Board and the Aotea Māori Committee were assisted in their response by historian Graeme Murdoch, who held a lifetime association with Aotea and Ngātiwai whānui, working in an unpaid capacity 1989-1998. Other Ngātiwai kaumātua, including Poha Martin, Pouaka Hepi and Gordon Ponga Davies, also spoke during the hearing and associated mihimihi as recorded in Court minutes.

⁷ Statement of Evidence – 'Investigation of Title to the Offshore Islands, Islets and Rocks off the coastline of Aotea (Great Barrier Island)', 14 September 1995, 1.0 Introduction.

...We claim exclusive mana whenua over the coastline or traditional ownership rights and obligations over the entire island of Aotea and the adjoining islands, islets and rocks. We claim exclusive mana moana over the coastline of Aotea and the seas that surround it. Our mana over Aotea has been exclusive before, during and after 1840....Our claim is clearly based on traditional rights or 'take' and tikanga Maori, and not on flimsy secondary evidence researched from manuscript sources...

4.1 Nga Rohe o Ngati Wai

It is unthinkable to Ngati Rehua and Ngati Wai whanui that our beloved island of Aotea, and the motu and kohatu that surround it, could be cut up into pieces...Aotea cannot be hacked into pieces along the lines drawn up by Pakeha surveyors following the sale of the Island by Marutuahu.

Our kaumatua were quietly dismayed at this suggestion...because the island of Aotea is the south eastern boundary outpost of the Ngati Wai Iwi...The south eastern boundary markers of the tribal rohe of Ngati Wai whanui lie at the southern end of Aotea. They include Manaia the maunga tupuna that stands above Rangitawhiri Whanga, Matarehu the pa located at Cape Barrier; and the islands of Motu Tohora and Te Panī which stand in the seas that break on the southern shores of Aotea. They are known to Ngati Rehua as 'Taitumata'.

4.3 Ko nga mana katoa o Ngati Wai kei te wai

The island of Aotea, the surrounding moana, and the motu...that stand off it, are an integral part of the identity of Ngati Rehua and Ngati Wai whanui. We of Ngati Wai are a coastal and seagoing Iwi...Our seagoing tradition, and the ocean and islands that make up a significant part of our tribal rohe, provides one of the origins of our tribal name of Ngati Wai...

'Ko nga mana katoa o Ngati Wai kei te wai, i nga taniwha me o ratou manawa'

All the mana of Ngati Wai comes from the sea, from its guardian taniwha and their spiritual force.

4.4 Nga Kaitiaki o Ngati Wai whanui

Aotea and the areas under investigation are protected by kaitiaki or spiritual guardians to which our people look for guidance and help in their everyday lives, and in times of trouble. The most famed kaitiaki of Ngati Wai whanui is the manu known as Tukaiaia. This guardian and messenger is a kaitiaki of all of our tribal rohe, and especially of our moana and motu. Tukaiaia is referred to in one of the better known whakatauki of our Iwi.

'ka tangi Tukaiaia ki te moana'

Ko Ngati Wai kei te moana e haere ana.

Ka tangi Tukaiaia kei tuawhenua,

Ko Ngati Wai kei tuawhenua e haere ana.'

Tukaiaia is a guardian of all of Aotea and its environs...

Tukaiaia and the other kaitiaki who keep vigil over Aotea and its surrounding seas, do not know of the artificial boundaries that were drawn on maps of Aotea by nineteenth century Pakeha surveyors. They protect all of our coastline and the moana that borders the tribal rohe of Ngati Wai, from Rakaumangamanga (Cape Brett) to Motu Tohora [Te Tohora a Manaia] at the southern end of Aotea..."⁸

The fundamental importance of consideration of the 23 February 1998 Findings, and in particular the Orders, of the Māori Land Court, in determining Treaty redress on Aotea

41. From an examination of OIA file material the Board is now clear that the Crown is aware of the Decision, including Findings and Orders, of the Māori Land Court in relation to 'the title and ownership of Māori customary land in the environs of Aotea' on 23 February 1998. It is therefore of concern to the Board that the Crown has not fully involved the Board as the 'Applicant' in the investigation in negotiations relating to Treaty settlement redress on Aotea.
42. In its Decision the Court noted that, from 15 September 1995, the Ngātiwai Trust Board was now representing the Aotea Māori Tribal Committee [Ngāti Rehua – Ngātiwai ki Aotea] and that the Hauraki Māori Trust Board was now representing hapū within the Marutūahu Confederation. It was also noted that the parties involved would now be referred to as "Ngāti Rehua (the hapu of Ngāti Wai with specific claim within their application) and Marutūahu".⁹ That is, the term 'Ngāti Rehua' in the Decision had a wider application covering all Ngātiwai interests on Aotea and likewise the term 'Marutūahu' applied to all hapū interests within the Marutūahu confederation relating to Aotea.
43. As noted above, and despite misgivings expanded upon below, the Board accepts that the 1998 Court Decision still stands, and that it provides the only independent statutory-based assessment of customary rights pertaining to Aotea under s. 132 of

⁸ Te Witi McMath, September 1995, p.1 and pp. 9-11

⁹ The Decision of the Maori Land Court of New Zealand Taikōkerāu District, A.D. Spencer Judge, 23 February 1998, p. 1

the Te Ture Whenua Māori Act 1993. It thus must underpin the development of Treaty redress on Aotea according to tikanga Māori and statute. In this regard it has been of considerable concern to the Board to learn of OTS interpretations of the 1989-1998 investigation, which do not align with either with Ngātiwai tradition or evidence, and their subsequent application to proposed Treaty redress on Aotea.

44. The Decision provides important contextual information in its Findings in relation to the association of the Iwi involved with Aotea and their enduring customary rights. In the Introduction to its Decision the Court set out 'The Claims of the Respective Applicants' on the basis of traditional take and tikanga Māori as well as research pertaining to land sales 1838-1856 and subsequent investigations. Most importantly the Court noted that,

"The Marutuahu case was presented as a reply to the Ngati Rehua claims. They acknowledge Ngati Rehua having ahi ka since the land sales and that they have little traditional knowledge of Aotea...[The evidence presented by Ngati Rehua and others of NgatiWai] has defined this investigation – "defined" because they have provided the substance against which Marutuahu have presented their case and from which the Court is able to consider the tikanga issues relevant to the investigation..."¹⁰

45. In its 'Findings on the Respective Claims' the Court found,

"That all of Ngati Rehua's claims have been established, but not all exclusively...Their own occupation, although concentrated in settlements in the west and north of Aotea, covered all of the island with the exception of an area in the south, with seasonal camps in outlying areas. They now hold exclusively tikanga, mahinga and ahi ka on Aotea. (emphasis added)..."

The Marutuahu claim to take tupuna in the Rangitawhiri area is established. They have also established that they have wahi tapu where their tupuna fought and died in battle. Their claim to tuku of Ngati Rehua lands on Aotea in 1838 (with Marutuahu agreement that they [Ngati Rehua] would have a share of the sale proceeds and retain their settlements and cultivations) is also established according to tikanga Maori..."¹¹

46. The Court is required "to determine the relative interests of the owners of the land" according to tikanga Maori. The central issue is the identity of people with the place (its traditions etc). The relationship with place is based upon whakapapa (and between each other, whanaungatanga), ahi ka, tikanga, (knowledge and practice of traditions), and in all things aroha. The evidence is conclusive that both Ngati Rehua

¹⁰ Ibid., p.7

¹¹ Ibid., p. 25

(and others of Ngati Wai) and hapu of Marutuahu, share common bonds of whakapapa in relation to Aotea. It is also conclusively established that the ahi ka and tikanga (together being the kaitiakitanga) is with Ngati Rehua only. They have the knowledge of customary practices on Aotea and are the human kaitiaki of the taonga.¹² (emphasis added)

47. The Court determined that *"all of the islands and rock outcrops in the environs of Aotea ...to be Maori customary land"*¹³ and made the following Order,

*"...the Court determines the owners of the islands and rock outcrops ..to be Ngati Rehua, to hold the same as kaitiaki for themselves and in accordance with the tikanga of whanaungatanga, for Ngati Wai ki Aotea and Marutuahi ki Aotea."*¹⁴

48. The Board, representing Ngātiwai whānui, and Ngāti Rehua representing themselves and Ngātiwai ki Aotea, had, and continue to hold, concerns relating to factual details relating to the 1998 decision of the Court. Nevertheless, as noted above, the Board accepts that the 23 February 1998 Māori Land Court Decision provides the only independent statutory-based assessment of customary rights, as at 1998, pertaining to Aotea under s.132 of the Te Ture Whenua Māori Act 1993.

Ngatiwai reservations relating to the 1998 Findings of the Maori Land Court in relation to Aotea

49. In summary, the Board on behalf of Ngātiwai whānui and Ngāti Rehua, have many reservations concerning the Court's interpretation of 'factual' matters pertaining to the traditional history of Aotea, and therefore some of the statements and conclusions reached in its 1998 'Findings'. These matters include:

50. The Court's interpretation that Ngāti Tai remained on Aotea after the conquest of the island by a large Ngātiwai, Ngāti Rehua, Te Kawerau force, and that Marutuahu came to claim rights on Aotea through descent from these Ngāti Tai people. Ngātiwai have never understood the basis for this interpretation by the Court.

51. Ngātiwai tradition relating to the conquest of Aotea in two phases at the end of the seventeenth century, was described in great detail in the 1995 statement of evidence of Te Witi McMath at 3.1 – 3.6. In his description Te Witi McMath describes the final phase of the conquest, which was known to Ngātiwai as 'Te Karo ki Mahurangi',

¹² Ibid., p. 29

¹³ Ibid., p. 30

¹⁴ Ibid.

*"In this phase of the conquest the Ngāti Taimanawa and Ngāti Te Wharau hapu were first defeated at Mohunga (Nagle Cove). This place was infact named after the battle which was known as 'Nga Roro Mohunga'. They were then defeated in battles at Whangaparapara, Awana, and Waitematuku which is located at the southern end of Oruawharo or Medlands Beach. Te Rangituangahuru [the son of Rehua] and his force secured their final victories at Rangitawhiri tuturu (Shoal Bay) and Te Wharangi (Sandy Bay). Ngāti Tai were driven completely from Aotea with no captives being spared. Some survivors led by Te Mata fled south and took refuge at Ruamahunui in the Alderman Islands near Whitianga. A few also took refuge with the Ngāti Pare hapu of Ngāti Huarere at Whangapoua on the south side of the Coromandel Peninsula"*¹⁵

52. The Ngātiwai position in regard to the subsequent association of Marutūahu with Aotea is set out in great detail in Te Witi McMath's evidence at 5.4, 6.0 and 7.0. It is not the Board's wish to restate this evidence here, but rather to make the point that all parties making decisions about Treaty redress on Aotea should read this evidence. The Board notes that information relating to the nature of subsequent Ngāti Tai – Marutūahu occupation of Aotea was almost all described in evidence presented by Ngātiwai rather than witnesses.

53. The Board concurs with the statement made in 'Final Submissions for Ngāti Rehua' made by Counsel Tom G. Woods, thus,

*"The Hauraki Maori Trust Board Statement of Claim asserted a right on Aotea, in particular to the central and southern portions, on the ground of 'take tupuna from time immemorial'. The leading Hauraki witness Mr. Talmoana Turoa admitted that the Marutūahu right of take tupuna was based on descent from a hapu of Ngāti Tai origin known as Patutatahi, and in particular from a single tupuna referred to as Matatao. He was unable to show the Court that the rights of Ngāti Tai had not been completely extinguished as a result of the Ngāti Wai conquest of Aotea. He was also unable to explain the origin of the name Patutatahi, or how such a small descent group led by one rangatira could remain in occupation of Aotea subsequent to the conquest by Ngāti Rehua and their allies. The evidence presented by the Hauraki Maori Trust Board did not substantiate the claim of a Marutūahu right to Aotea through 'take tupuna from time immemorial'. It did not in fact establish any Marutūahu right to Aotea or its environs on the basis of take tupuna."*¹⁶

54. The Board notes that the Court's qualification of Ngāti Rehua – Ngātiwai customary associations with and occupation of all of Aotea, conflicts with its acceptance that "it

¹⁵ Te Witi McMath, September 1995, 3.1 – 3.6

¹⁶ Final Submissions For Ngāti Rehua, T.G. Woods, 12 April 1996, 1.6

is conclusively established that the ahi ka and tikanga (together being the kaitiakitanga) is with Ngati Rehua only".¹⁷

55. In relation to the ongoing post-conquest and modern occupation of Aotea, the Board draws the Crown's attention to the following statement made by Te Whetumarama McGregor.

"Our fires have never stopped burning on Aotea for many generations since its conquest by Te Rangitūangahuru and his relatives of Ngati Manaia, Ngati Wai and Te Kawerau, following the death of Rehua. Our fires burnt from one end of Aotea to the other until the time of Pakeha settlement. Even though our tupuna and matua were restricted to permanent occupation of the Maori Reserve at Motairehe Whanga; they continued to maintain a living relationship with all of their ancestral home...This exclusive relationship has been maintained down to the present generation...from the time of my great great grandparent Te Waro, we have known no other Iwi on Aotea. May I point out to the Court that our fires are still burning all over Aotea today as I speak to this Court."

56. The evidence presented by this kaumātua detailed the Ngāti Rehua – Ngātiwai occupation and customary relationship held by Ngāti Rehua and Ngātiwai whānui with every part of Aotea from Ngā Taratara o Toi in the north to Matarehu in the south. This included a detailed description of Ngāti Rehua-Ngātiwai associations with the wider Rangitāwhiri, Taitūmata and Haupapa areas in the south of the island.
57. This evidence, accompanied by a detailed map, described the ancient history associated with the Rangitāwhiri area from the time of Toi te huatahi, Kupe mai tawhiti and Turi, until after European settlement. It also outlined the Ngāti Rehua – Ngātiwai occupation of, and customary association with, numerous places in the wider Rangitāwhiri area. They included: Rangitāwhiri tūturu (Shoal Bay), maunga including Poutekorua, Manaia, Te Ahuahu, Te Atamira, Hautihi, Kapuatere, and Ruahine, and other pā-kāinga and landmarks including Matarehu, Pariwhero, Tauranga Kawau, Te Kurae a Turi, Waikirikiri, Putūwhera, Ōtaimanawaiti, Motutara, Te Whārangi, Motu Tohora, Waihi, Te Pani and Haupapa.
58. Neither the Court or Marutūahu denied the validity of this evidence. The Board must then ask the Crown why it is prepared to disregard this ancestral relationship in developing Treaty redress on Aotea?
59. As Te Whetumarama McGregor stated in relation to the 1989 – 1998 papatupu investigation on Aotea - *"In terms of tikanga Maori these papatupu areas are already*

¹⁷ The Decision of the Maori Land Court of New Zealand Taitokerau District, A.D. Spencer Judge, 23 February 1998, p. 29

ours. The Court cannot award them to us, it can only take them away." The Court responded to this viewpoint, by stating - *"It is not for the Court to take anything away from anyone, but rather pursuant to s.132/93, to determine the ownership of Maori customary islands and rock outcrops in the environs of Aotea, according to tikanga Maori."*, and by identifying Ngāti Rehua as the kaitiaki of Aotea and its environs.

60. The Board submits that this is a critically important point when it comes to implementing Treaty redress on Aotea. It is therefore unacceptable to the Board that proposed commercial and property redress on Aotea would effectively 'take away' Ngāti Rehua – Ngātiwai mana whenua and kaitiakitanga from many parts of Aotea, and in particular eastern and southern Aotea. It would create a dynamic in relation to the Māori occupation of Aotea that has never existed previously, and certainly not for over 160 years.
61. The Board reiterates that it does not oppose cultural redress on Aotea, in the form of statutory acknowledgments, for any individual Marutūahu iwi who can describe and document a customary association with specific parcels of Crown land or the coastal environment.
62. The Court's statement that Marutūahu, *"claim under tupuna who resided in the area Whāngapoua – Harataonga on the east coast of Aotea"*¹⁸, has always been of concern to the Board as it was not asserted in evidence by Marutūahu. It is a particular concern that OTS appears to have accepted this as 'fact' in its analysis of the Court's Decision and its application to proposed cultural redress.
63. The Board notes that no evidence was presented in the 1989-1998 investigation setting out any Marutūahu occupation of Whāngapoua. The only description of past and present occupation of Whāngapoua was described by Ngāti Rehua. This was set out in detail, for example by Te Whetumarama McGregor.¹⁹ Whāngapoua remains a place of great significance to Ngāti Rehua as the burial place of illustrious ancestors and for the many reasons described by Te Whetumarama McGregor. Ngāti Rehua still live in the immediate area and have managed Ōkiwi Station and other DoC reserve land in the area with DoC from the time of the establishment of the reserve.
64. That said, that Board accepts that Marutūahu, namely Ngāti Whanaunga and Ngāi Tai have a customary relationship with Whāngapoua because of losses suffered by them in 'Te Whawhai ki Te Mauparaoa', 1838. It is seen as appropriate that this should be acknowledged in cultural redress through a statutory acknowledgement.

¹⁸ The Decision of the Māori Land Court of New Zealand Taitokerau District, A.D. Spencer Judge, 23 February 1998, p.7

¹⁹ Te Whetumarama McGregor, 14-15 September 1995, p. 23

There was no suggestion in evidence at the 1989-1998 investigation that Marutūahu occupied Whāngapoua either before, during or after 1838. In fact it is clear that they came to the Whāngapoua battle in 1838 from their kāinga in the Hauraki district and returned there after the battle.

65. The Board notes here that the Court did not seem to realise, in spite of evidence presented by Te Witi McMath, that Ngāti Rehua sought help in 1838 from both Ngāti Whanaunga of Waiau (Coromandel), and Ngātiwai who were led by Te Heru then at Pokohinu (the Mokohinau Islands Group) and also rangatira from as far north as Matapouri and Whananaki. In relation to this the Board also notes that the Court also misunderstood the Ngātiwai relationship with Ngāpuhi at this time. It is suffice to say that Ngātiwai took part in many of the military expeditions undertaken by Ngāpuhi at this time and that the Ngātiwai leader Te Heru and the Ngāpuhi leader Hongi Hika were close relatives. The Board also notes that the Court was incorrect in stating that the 1838 battle was, "in the Harataonga area." It was not. This was a factual mistake. The battle took place on the foreshore on the southern side of the Whāngapoua estuary. This wāhi tapu is well known to Ngāti Rehua who live beside it.
66. No detailed or documented evidence was presented by Marutūahu in relation to their occupation of the east coast of Aotea including Harataonga. The only reference to an association with Harataonga was that made, at the second hearing of the 1989-1998 investigation, by a Marutūahu kaumātua. It related to the alleged modern reburial of koiwi at Harataonga. This statement was hotly disputed by Ngāti Rehua²⁰ and the then European landowners of Harataonga. The Court preferred to let that matter lie.
67. Ngāti Rehua – Ngātiwai hold a special ancestral relationship with Harataonga as described by Te Whetumara McGregor in 1995, and in recent submissions by Ngāti Rehua. It is the burial place of the ancestor Te Ika Mimirua from whom descend not only Ngāti Rehua ki Aotea but also the members of the hapū who reside, in particular, at the Ngātiwai kāinga of Matapouri and Whananaki in Te Tai Tokerau.
68. Once again if a Marutūahu iwi can describe and document a cultural association with Harataonga then let it be acknowledged by way of statutory acknowledgment.
69. The Board notes that the Court rejected any association between the land sales on Aotea 1838-1856²¹ and mana whenua on the island, but expresses concern that the

²⁰ See Te Whetumarama McGregor, 1995, pp. 21-22, Te Witi McMath, 1995, p.39, and 'Final Submissions for Ngāti Rehua, 1996, 8.2 – 8.8

²¹ The Decision of the Māori Land Court of New Zealand Taitokerau District, A.D. Spencer Judge, 23 February 1998, p.20

proposed redress on Aotea appears to be aligned with the Crown purchase boundaries.

PART 3: Preliminary feedback on proposed Marutūahu Iwi specific redress on Aotea

Introductory Comments

70. This analysis is based on the very limited information provided to the Board by OTS on 30 August 2016.
71. The Board prefaces this feedback by reasserting the Ngātiwai position that Aotea is viewed as one physical and spiritual entity and is the treasured southern outpost of the Ngātiwai Iwi. Ngātiwai whānui, including Ngāti Rehua and Ngātiwai ki Aotea, hold documented and enduring customary relationships with all parts of Aotea, including with all identified proposed cultural and commercial redress properties.
72. It is the position of the Board that redress on Aotea should be based on documented customary rights held with specific land parcels. It should also be consistent with the 1998 Orders of the Māori Land Court and that it should not compromise or diminish Ngātiwai mana whenua or mana moana at Aotea. The Board does not support Marutūahu gaining commercial redress, by way of property rights on Aotea, as this would reverse the situation relating to the Māori occupation of Aotea over the last 160 years, and would irreversibly diminish Ngātiwai mana whenua or mana moana at Aotea.
73. The Board also reiterates that it does not oppose the development of cultural redress on Aotea for individual Marutūahu Iwi where this is properly described and documented.
74. In relation to proposed name changes on Aotea it is the position of the Board that this should be part of the Ngāti Rehua redress package in consultation with Ngātiwai Trust Board as this is consistent with the 1998 Order of the Court regarding the exercise of kaitiakitanga on Aotea by Ngāti Rehua alone.

Proposed Commercial Redress

Ngāti Whanaunga - Exclusive RFR over Tryphena Hall Local Purpose (Site for Community Buildings) Reserve (0.2 ha, land only)

75. The Board values the long Ngātiwai historical relationship with Ngāti Whanaunga as set out in the evidence of Te Witi McMath in the 1995 investigation, and as

described by Te Haupeke Piripi of Ngātiwai and Toko Renata of Ngāti Whanaunga at the 1989-1998 investigation.

76. The Board would support cultural redress, by way of a statutory acknowledgement, for Ngāti Whanaunga in relation to any site on Aotea where a Ngāti Whanaunga customary relationship is described and documented.
77. The Board does not support the proposed Ngāti Whanaunga RFR adjoining Tryphena Hall as it is not a site associated with Ngāti Whanaunga in a documented manner.
78. The site of this local purpose reserve is a place of historical and cultural significance to Ngāti Rehua that was occupied until the 1850s. It has been discussed for some time as a possible site for a marae for Ngāti Rehua and the wider taurahere Māori community of Rangitāwhiri. The site is known to Ngātiwai as 'Waikirikiri' and it adjoins Putūwhera Pā. As noted by Te Whetumarama McGregor,

*"At the head of the harbour [Rangitāwhiri-Tryphena] is a kainga and pa that was occupied by our people until Pakeha settlement. The kainga was Waikirikiri, or Pah Beach. At one end of this bay is the Ngati Wai pa occupied by Te Heru, Te Mariri, Taukokopu and other leaders of Ngati Wai until the 1840s. This pa is, like the important rocks standing outside of it, known as Putuwhera or 'The Gateway'. Its white sea cliffs were an important navigational aid for our tupuna."*²²

79. Ngātiwai associations with Waikirikiri and Putūwhera were also described in his 1995 statement of evidence by Te Witi McMath.²³
80. The wider association of Ngāti Rehua – Ngātiwai ki Aotea and Ngātiwai whānui with this Crown reserve land should at very least be recognised through cultural redress. Here the Board points out that tupuna like Taukokopu, who is directly associated with this place, are not covered by the claimant definition of Ngāti Rehua-Ngātiwai ki Aotea. His descendants are in the main associated with the Ngātiwai marae community of Ngūngūrū, Te Tai Tokerau.

Ngāti Maru, Ngāti Tamaterā, Te Patukirikiri - Shared RFR over specified conservation land in the south and central area of Aotea

81. Again the Board reiterates that it opposes the transfer of property rights to these named iwi on Aotea, but does not oppose the application of cultural redress to these iwi if their association with the specific Crown properties listed is identified and verified.

²² Te Whetumarama McGregor, 1995, p. 17

²³ For example, Te Witi McMath, September 1995, at 8.12.

82. The association of Ngāti Maru, and specifically Ngāti Naunau, and Te Patukirikiri with Aotea were described in detail from a Ngātiwai perspective in the 1995 statements of evidence presented by Te Witi McMath and Michael Beazley. Marutūahu witnesses also described some pre 1840 traditional Ngāti Maru and Ngāti Tamaterā associations with Aotea, however, almost no evidence was provided by Marutūahu in relation to historical or cultural associations with specific sites on Aotea.
83. Ngātiwai, including Ngāti Rehua, hold enduring ancestral and customary rights with all of the properties included in the proposed 'Ngāti Maru, Ngāti Tamaterā, Te Patukirikiri Shared RFR list'. These rights would be significantly compromised and diminished if property rights relating to them were transferred to these Marutūahu iwi. Again the Board does not oppose cultural redress relating to these land parcels if these iwi can describe and document historical or cultural associations with them.

Komahunga Conservation Area (7.6 ha.)

84. Ngātiwai is not aware of any asserted or documented customary association of either Ngāti Maru or Ngāti Tamaterā with this largely inaccessible site. The Ngāti Rehua association with this 'important landmark' on the 'Whakatautuna ki Whiritoa' coastal area was described by Te Whetumarama McGregor.²⁴ The Board opposes this property being included in RFR redress for Marutūahu iwi.

Harataonga Scenic Reserve (264.4 ha.)

85. Harataonga is a place of considerable significance to Ngātiwai, and Ngāti Rehua because of its direct association with Te Ikamimirua the son of Rehua. Te Whetumarama McGregor provided detail of the enduring customary relationship of Ngāti Rehua with Harataonga from ancient times until the present day.²⁵ Ngāti Rehua have been involved in the management of this reserve with DoC since the 1990s. If Ngāti Tamaterā holds a documented customary association with this land then the relationship could be included in a statutory acknowledgement. The Board absolutely opposes this property being included in RFR redress for Marutūahu iwi.

Wairahi Forest Sanctuary (477.15 ha.)

86. Te Wairahi is an area of considerable significance to Ngātiwai including Ngāti Rehua and Ngātiwai ki Aotea as set out by Te Whetumarama McGregor in 1995²⁶. The adjoining land is still occupied by Ngāti Rehua families and Ngāti Rehua has been involved in the management of the land with the NZ Forest Service from the 1950s, and with DoC since the 1990s. The islands adjoining Te Wairahi to the east, including

²⁴ Te Whetumarama McGregor, 1995, p.21

²⁵ Te Whetumarama McGregor, 1995, p. 21-22

²⁶ Ibid., p. 17

Rangiahua, Mahuki, Mahuki Iti and Motu Taiko are in the ownership of Ngāti Rehua and Ngātiwai ki Aotea. Marutūahu have never asserted a relationship with Te Wairahi. The Board opposes this large Crown property being included in RFR redress for Marutūahu Iwi.

Okupu Conservation Area (14.6 ha.)

87. Ōkupe, more correctly 'Te Ō a Kupe mai tawhiti', is a place of considerable cultural significance to Ngātiwai whānui, including Ngāti Rehua some of whom still live in the area. This ancestral relationship with Ōkupe, including with the pā of that name, and the former kāinga of Puketai and Kawā, and the adjoining fishing ground of Matawhauwhau, was summarised by Te Whetumarama McGregor in 1995²⁷. The area is also associated with the landmark wāhi tapu known as Te Ahumatā. Marutūahu have never described a customary relationship with Ōkupe. The Board opposes this property being included in RFR redress for Marutūahu Iwi.

Oruawharo Creek Recreation Reserve (0.6 ha) and Oruawharo Creek Government Purpose Reserve (6.1 ha)

88. This area is more correctly known as 'Waitematuku' and 'Whāngaiti'. Te Witi McMath described the fact that this was the site of an important battle during the Ngātiwai conquest of Aotea.²⁸ Te Whetumarama McGregor described the long association of Ngātiwai tūpuna with this place from the time of Ruawharo and Kahukura of the Takitimu waka. She and Ngātiwai kaumātua Te Haupeke Piripi also alluded to the association of the Ngāpuhi tūpuna Puhimoanaariki with the area. Until the late twentieth century Waitematuku was used as a camping place by Ngāti Rehua while travelling by horseback along the eastern coastline. Ngāti Rehua and the Board's conservation unit have been involved in the planning and management of this place with DoC since the 1990s. Marutūahu have never described a customary relationship with this place. The Board opposes this property being included in RFR redress for Marutūahu Iwi.

Pa Point Recreation Reserve (2.6 ha.)

89. The Board's comments relating to this site, more correctly known as Putūwhera, are identical to those relating to the adjoining Tryphena Hall Local Purpose Reserve as described above. This place was occupied by the renowned Ngātiwai rangatira Te Heru, Te Huaroa and Taukokopu. The potential alienation of this land to Marutūahu is unacceptable to the Board.

²⁷ Ibid.,

²⁸ Te Witi McMath, 1995,

90. The Board opposes this property being included in RFR redress for Marutūahu Iwi. If Ngāti Tamaterā, Ngāti Maru or Te Patukirikiri can describe and document a customary relationship with this land, then this could be included in a statutory acknowledgement.

Tryphena South Conservation Land (22.6 ha.)

91. This parcel of land is located in an area of considerable significance to Ngātiwai as it is in the area known as Hautihi and Haupapa, and lies between the maunga tupuna, Ruahine and Manaia. This latter landmark was named by Manaia the founding ancestor of Ngātiwai. The Ngātiwai, including Ngāti Rehua, association with this inaccessible area was described in oral evidence by Te Haupeke Piripi and in summary by Te Whetumarama McGregor in 1995.²⁹
92. The Board knows of no documented Ngāti Tamaterā, Ngāti Maru or Te Patukirikiri customary association, with this land and opposes this property being included in vesting or RFR redress for them. If any of these Iwi can describe and document a relationship with this land then this could be included in a statutory acknowledgement.

Medlands Wildlife Management Reserve (9.7 ha.)

93. This site is located at Te Wai o Ruāwharo which is a place of significance to Ngātiwai whanui, including Ngāti Rehua. This relationship was summarised by Te Whetumarama McGregor as follows,

"This bay was one of the places where the Mataatua waka commanded by Pahi called on its journey from Whakatane to Tai Tokerau. The name of the bay comes however from the visit of another famous waka tupuna. In this case it was the waka tapu known as Takitimu. Through our tupuna Rehua we can claim descent from the crew of this waka. The first person to go ashore was the tohunga Ruawharo, so this bay was named Te Wai o Ruawharo...In the middle of the beach...is a large rocky island also known as Oruawharo, for it is here that Ruawharo came ashore. This island has always been of great importance to Ngāti Rehua. It was occupied until Pakeha times by the hapu known as Te Ure Whakapiko. It was one of our most impregnable pa. It was a tuparehuia, or place of last refuge..."³⁰

94. The Board knows of no documented Ngāti Tamaterā, Ngāti Maru or Te Patukirikiri customary association, with this land and opposes this property being included in vesting or RFR redress for them. If any of these Iwi can describe and document a

²⁹ Te Whetumarama McGregor, 1995, p. 19

³⁰ Ibid.

*Te Atamira Scenic Reserve (0.8 ha.)*³²

100. This site located on the ridgeline south of Rangitāwhiri is a wāhi tapu of considerable significance to Ngatiwai, including Ngati Rehua. As summarised by Te Whetumarama McGregor,

*"Above [Rangitawhiri tuturu] stands a large pa and kainga named after a toka tapu and lookout known as Te Atamira. This was a special place of ritual and contemplation for our rangatira from the time of our tupuna Te Rangitūangahuru, who sometimes lived at Te Wharangi, or Sandy Bay. It was also a favourite place of our tupuna rangatira Ranginui."*³³

101. Te Witi McMath noted the association of the Ngātiwai rangatira Te Heru, Taiawa Te Awaroa, Kauteawha, Taukokopu, Tihewa and Haumakuru with Te Atamira³⁴ Their descendants not only live on Aotea today but also at Pakiri and at Ngunguru, Matapouri and Whananaki in Te Tai Tokerau.

102. The Board draws the Crown's attention to the fact that the European landowner of Te Atamira learnt of the Ngātiwai association with this place during the presentation of Ngātiwai evidence to the 1989-1998 investigation at Motairehe. He then worked with Ngati Rehua and the Ngatiwai Trust Board to transfer this small property to the Crown as a reserve. Ngāti Rehua and the Board's conservation unit have been involved in the ongoing planning and management of this site with DoC.

103. The Board knows of no documented Ngāti Tamaterā, Ngāti Maru or Te Patukirikiri customary association, with Te Atamira and opposes this property being included in vesting or RFR redress for them. If any of these Iwi can describe and document a relationship with this land then this could be included in a statutory acknowledgement.

Rosalie Bay Marginal Strip (1.4 ha.)

104. This site located on the rugged Taitūmata coastline at the southern end of Aotea is known to Ngātiwai, including Ngāti Rehua, as Waihi. As noted by Te Whetumarama McGregor, for many generations our tūpuna harvested manu oi, sea bird eggs and kaimoana from this coastal area and the adjoining island of Te Pani.³⁵

105. The Board knows of no documented Ngāti Tamaterā, Ngāti Maru or Te Patukirikiri customary association, with Waihi (Rosalie Bay) and opposes this

³² The Board notes that Te Atamira is considerably mislocated on the 'Overlapping Claims Redress on Aotea' map

³³ Ibid., p. 18

³⁴ Te Witi McMath, 1995, at 8.9

³⁵ Te Whetumarama McGregor, 1995, p. 18

relationship with this land then this could be included in a statutory acknowledgement.

Oruawharo Marginal Strip (27.1 ha.)

95. The actual location of this site is confusing as the 'overlapping claims redress on Aotea' map, recently provided to the Board by OTS, shows this site as being located on the precipitous and inaccessible coastline known to Ngātiwai as Haupapa and Paritū. It is assumed that the Ōruāwharo Marginal Strip is located at Ōruāwharo (Medlands Beach).
96. The Ngātiwai, including Ngāti Rehua, association with this place is as described in relation to the Medlands Wildlife Management Reserve.
97. The Board knows of no documented Ngāti Tamaterā, Ngāti Maru or Te Patukirikiri customary association, with this land and opposes this property being included in vesting or RFR redress for them. If any of these Iwi can describe and document a relationship with this land then this could be included in a statutory acknowledgement.

Sugar Loaf Marginal Strip (3.4 ha.)

98. This small reserve is located beside the conical landmark, the 'Sugar Loaf', located at the northern end of Te Wai o Ruāwharo (Medlands Beach). It and an adjoining islet are known to Ngātiwai as 'Ngā Pitokuku'.

*"They are so named because our tupuna likened their shape to the pointed tip of a mussel shell. Inland from this area were two old kainga of Ngāti Rehua known as Otenga and Te Wharau..This area has always been renowned for its kaimoana and in particular its kutai which were gathered by our tupuna, and periodically by our matua. This resource is still gathered by the local people of the area."*³¹

99. The Board knows of no documented Ngāti Tamaterā, Ngāti Maru or Te Patukirikiri customary association with this land, and opposes this property being included in vesting or RFR redress for them. If any of these Iwi can describe and document a relationship with this land then this could be included in a statutory acknowledgement.

³¹ Ibid., pp.19-20

property being included in vesting or RFR redress for them. If any of these Iwi can describe and document a relationship with this land then this could be included in a statutory acknowledgement.

Sandy Bay Marginal Strip (0.8 ha.)

106. This site located at Te Whārangī (Sandy Bay) is a site of considerable significance to Ngātiwai, including Ngāti Rehua. Te Witi McMath, in his description of the last phase of the conquest of Aotea, notes that,

“Te Rangitūangahuru and his force secured their final victories at Rangitawhiri tuturu (Shoal Bay) and Te Wharangi (Sandy Bay). Ngati Tai were driven completely from Aotea with no captives being spared...”³⁶ To the south of Rangitawhiri our people had kainga at Te Wharangi (Sandy Bay) and Waihi (Rosalie Bay).”³⁷

107. This traditional association and occupation of Te Whārangī was verified by Te Whetu McGregor.³⁸ If any of these Iwi can describe and document a relationship with this land then this could be included in a statutory acknowledgement.

Proposed Cultural Redress

Ngāti Maru – A Statutory Acknowledgement and deed of recognition for Whāngapoua Conservation Area

108. The Board would support a statutory acknowledgement for Ngāti Maru in relation to this site because of Marūtūahu losses in the 1838 Whawhai ki Te Mauparaoa. This is also the case for Ngāti Whanaunga, Ngāi Tai, Ngāti Rehua and Ngātiwai whānui who also suffered losses in the battle.

Ngāti Maru – Vesting of the majority of the Cape Barrier Conservation Area and the adjacent Cape Barrier Marginal Strip (approx. 24 ha.) as one site subject to scenic reserve status

109. The Board does not support the vesting of this land to Ngāti Maru but would support a statutory acknowledgement for Ngāti Maru if that Iwi can verify a customary relationship with this specific area of land.
110. Ngātiwai whānui, including Ngāti Rehua hold a documented customary relationship with this area of land known as Matarehu.

“In the past our people maintained a kainga on this coast at Te Wharangi and we occupied the southernmost pa of Ngati Wai at Matarehu or Cape Barrier. From here

³⁶ Te Witi McMath, 1995, at 3.5

³⁷ Ibid., at 3.7

³⁸ Te Whetumarama McGregor, 1995, pp. 18-19. References to the Ngātiwai association with this area are also made by Te Witi McMath, 1995, for example at 3.7, 4.1 and 7.6

and Waihi (Rosalie Bay) we accessed the many motu nohinohi and the two main motu located on this section of coast of Aotea.

Standing near the shore just east of Te Wharangi is the beautiful bush covered island known as Motu Tohora... This island [Te Tohora a Manaia] is of great spiritual importance to Ngati Rehua and Ngati Wai whanui... It and nearby Matarehu are the southernmost landmarks and boundary markers of our Iwi.”³⁹

91. Neither the 1998 Court Decision or Marutūahu denied the validity of this evidence. The Board must then ask the Crown why it is prepared to disregard and diminish this Ngātiwai customary relationship with Matarehu in developing Treaty redress on Aotea? This proposed redress is unacceptable to the Board.

Ngāti Tamaterā – A Statutory Acknowledgment and deed of recognition for Whāngapoua Conservation Area

92. As stated earlier the Board does not oppose the implementation of statutory acknowledgements for any Iwi which suffered losses in the 1838 Whawhai ki Te Mauparaoa at Whāngapoua if their involvement can be verified.

Ngāti Tamaterā – Vesting of Tryphena North Conservation Area and Hilltop Recreation Reserve (approx. 16.3 ha., two sites) subject to recreation reserve status

93. This parcel of land is located in an area of considerable significance to Ngātiwai as it is in the area known as Hautihi, and lies between the maunga tūpuna, Ruahine and Manaia. This latter landmark was named by Manaia the founding ancestor of Ngātiwai. The Ngātiwai, including Ngāti Rehua, association with this inaccessible area was described in oral evidence by Te Haupeke Piripi and in summary by Te Whetumarama McGregor in 1995.⁴⁰
94. The Board knows of no documented Ngāti Tamaterā customary association, with this land. The Board opposes the vesting of land to Ngāti Tamaterā in this area but would not oppose a statutory acknowledgement if that Iwi could verify a customary relationship with that area of land.

Additional Board concerns with proposed Marutūahu redress within the Ngātiwai rohe

95. It is of concern to the Board to have learned through the receipt of OIA material that the Crown has proposed, or possibly even approved, the transfer of land on Motuora Island and Kawau Island, at Mahurangi, to Marutūahu.

³⁹ Ibid., p.18

⁴⁰ Te Whetumarama McGregor, 1995, p. 19

