



Office of Hon Christopher Finlayson

1760

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

25 JUN 2012

Haydn Edmonds
Chair
Ngātiwai Trust Board
171 Lower Dent Street
PO Box 1332
WHANGAREI 0140

RECEIVED

27 JUN 2012

Ministry of Māori Affairs

Tēnā koe

I am writing to advise you about the recently signed Deed to Amend the Ngāti Manuhiri Deed of Settlement agreed to by Ngāti Manuhiri and the Crown. The Deed to Amend relates to the redress provided to Ngāti Manuhiri over Te Hauturu-o-Toi / Little Barrier Island (Te Hauturu-o-Toi). A copy is attached.

You will be aware the Ngāti Manuhiri Claims Settlement Bill (**Bill**) is being considered by the Māori Affairs Committee. A number of people of Ngātiwai affiliation made submissions to the Committee opposing the Bill. Many of the submitters were concerned the redress for Ngāti Manuhiri over Te Hauturu-o-Toi would undermine the customary rights of Ngātiwai and the ability of Ngātiwai to negotiate redress over the island.

Co-governance of Te Hauturu-o-Toi

The Crown and Ngāti Manuhiri have never intended the Ngāti Manuhiri settlement to pre-empt other iwi negotiations with respect to the co-governance of Te Hauturu-o-Toi. However it has become clear, through the Māori Affairs Committee process, this intention is not clearly reflected in the drafting of the Ngāti Manuhiri Deed or Settlement Bill.

I have proposed to the Māori Affairs Committee a new clause be introduced into the Bill making clear that representatives of other iwi will not be excluded from being involved with the Hauturu Conservation Management Plan if another Treaty settlement provides for that. The Māori Affairs Committee may choose to recommend that the Ngāti Manuhiri Claims Settlement Act be amended. If not I will be able to introduce this amendment to the Bill during its final Parliamentary stages.

The Deed to Amend the Ngāti Manuhiri Deed of Settlement introduces the companion clause to the Ngāti Manuhiri Deed of Settlement.

Gift and gift-back does not convey exclusive manawhenua

Ngātiwai submitters also raised with the Māori Affairs Committee concerns that redress over Te Hauturu-o-Toi, particularly the gift and gift-back provisions, conveys exclusive manawhenua to Ngāti Manuhiri.

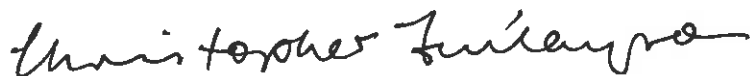
There are several provisions in the Deed and Bill which demonstrate this is not the case. In particular, the clauses in the Ngāti Manuhiri Deed of Settlement and Bill relating to the gift and gift-back refer to Ngātiwai and the Historical Account describes Te Hauturu-o-Toi as *“a place of iconic importance for Ngāti Manuhiri and those other iwi who shared title to it with them”*.

Likewise, the Ngāti Manuhiri Statement of Values for the Ngāti Manuhiri whenua rahui over Te Hauturu-o-Toi records the marriage of Rangihokaia of Ngāti Wai and Tukituki, the granddaughter of Manuhiri. This, the Statement describes, led to Te Hauturu-o-Toi becoming *“symbolic of Ngāti Manuhiri links to Ngāti Wai whanui as a coastal and ocean-going iwi, as expressed in the whakataukī: Ka tangi Tūkaiaia ki te moana, ko Ngāti Wai kei te moana e haere ana – When the guardian bird Tūkaiaia calls at sea, Ngāti Wai are travelling on the ocean”*.

However, after hearing the concerns expressed by Ngātiwai submitters to the Māori Affairs Committee, Ngāti Manuhiri and I have agreed further assurance should be provided to the wider Ngātiwai community on the issue of customary interests. The Deed to Amend the Ngāti Manuhiri Deed of Settlement contains a clause, which states: *“For the avoidance of doubt, the gift-back is not intended to convey exclusive manawhenua over Te Hauturu-o-Toi / Little Barrier Island.”*

Thank you for your endorsement of the Ngāti Manuhiri negotiations to settlement. I believe that the Crown and Ngāti Manuhiri have reached a fair and durable settlement that puts to rest the long standing historical grievances of Ngāti Manuhiri. I look forward to discussions with Ngātiwai regarding redress over Te Hauturu-o-Toi once we commence our formal Treaty settlement negotiations.

Nāku noa, nā



Hon Christopher Finlayson
Minister for Treaty of Waitangi Negotiations

TRUSTEES OF THE NGĀTI MANUHIRI SETTLEMENT TRUST

and

THE CROWN

in right of New Zealand

**DEED TO AMEND THE DEED OF SETTLEMENT OF
HISTORICAL CLAIMS**

June 2012

DEED TO AMEND THE DEED OF SETTLEMENT

DEED TO AMEND THE DEED OF SETTLEMENT

THIS DEED is made on 13 June 2012

BETWEEN

TRUSTEES OF THE NGĀTI MANUHIRI SETTLEMENT TRUST

AND

THE CROWN in right of New Zealand acting by the Minister for Treaty of Waitangi
Negotiations

DEED TO AMEND THE DEED OF SETTLEMENT

BACKGROUND

- A. Ngāti Manuhiri and the Crown are parties to a deed of settlement dated 21 May 2011 (the "deed of settlement").
- B. The trustees entered into the deed of covenant under clause 7.6.2 of the deed of settlement on 14 December 2011.
- C. The trustees and the Crown wish to enter into this deed to formally record, in accordance with paragraph 5.1 of the general matters schedule of the deed of settlement, certain amendments to the deed of settlement.

IT IS AGREED as follows:

DEED TO AMEND THE DEED OF SETTLEMENT

1. EFFECTIVE DATE OF THIS DEED

1.1 This deed takes effect when it is signed by the parties.

2. AMENDMENTS TO THE DEED OF SETTLEMENT

2.1 The deed of settlement:

2.1.1 is amended by making the changes set out in schedule 1 to this deed; but

2.1.2 remains unchanged except to the extent provided by this deed.

3. DEFINITIONS AND INTERPRETATION

3.1 Unless the context otherwise requires:

“**deed of settlement**” has the meaning it is given by paragraph A of the background;

“**parties**” means the trustees and the Crown; and

“**trustees**” means the trustees for the time being of the Ngāti Manuhiri Settlement Trust, in their capacity as trustees of the trust.

3.2 Unless the context requires otherwise:

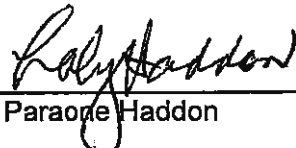
3.2.1 terms or expressions defined in the deed of settlement have the same meanings in this deed; and

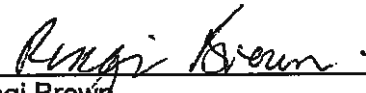
3.2.2 the rules of interpretation in the deed of settlement apply (with all appropriate changes) to this deed.

DEED TO AMEND THE DEED OF SETTLEMENT

SIGNED as a deed


SIGNED for and on behalf of the NGĀTI MANUHIRI SETTLEMENT TRUST in the presence of:


Laly Paraone Haddon


Ringi Brown


Marilyn O'Brien Shearer

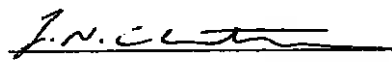
WITNESS


Name: **Clint Rickards**
Occupation: **Barrister
Auckland**
Address:

SIGNED for and on behalf of THE CROWN in right of New Zealand by the Minister for Treaty of Waitangi Negotiations in the presence of:


Honourable Christopher Finlayson

WITNESS


Name: JAMES CHRISTMAS
Occupation: MINISTERIAL
ADVISOR
Address: WELLINGTON

DEED TO AMEND THE DEED OF SETTLEMENT

Schedule 1

AMENDMENTS TO DEED OF SETTLEMENT

Clause or schedule or attachments of the deed of settlement	Amendment to the deed of settlement
New clause 5.5A	This clause is inserted as new clause 5.5A immediately after clause 5.5 as follows: "5.5A For the avoidance of doubt, the gift back under clause 5.5.2 is not intended to convey exclusive mana whenua over Te Hauturu-o-Toi / Little Barrier Island."
New paragraph 6.31, legislative matters schedule	The following new paragraph 6.31 is inserted after the new heading " Involvement of other iwi ": "This part does not exclude representatives of other iwi being involved with the Hauturu plan, if other enactments provide for that."