

Appendix A



OFFICE OF TREATY SETTLEMENTS

Te Tari Whakatau Take e pā ana ki te Tiriti o Waitangi

The Vogel Centre • Aitken Street • SX10111 Wellington
Phone/Waea (04) 494 9800 • Fax/Waea Whakaahe (04) 494 9801 • www.ots.govt.nz

11 April 2013

Hayden Edmonds
Chairperson
Ngātiwai Trust Board
PO Box 1332
WHANGAREI 0140
htedmonds@yahoo.com

Tania McPherson
Claims Manager
Ngātiwai Trust Board
ngatiwai@ngatiwai.iwi.nz

Tēnā kōrua

Opportunity to purchase shares under one or more of the Government share offers (GSO)

In 2012 the Government announced its intention to proceed with the partial sale of up to 49% of four state-owned energy companies (now referred to as Mixed Ownership Model Companies) by way of public share offers under the Government Share Offer (GSO) programme. The Government confirmed on 4 March 2013 that the first of these offers will be for shares in Mighty River Power, which is expected to conclude in the second quarter of 2013, subject to market conditions.

In our letter dated 17 October 2012 we provided information outlining the opportunity to participate in the GSO programme. The on-account GSO opportunity is only available to iwi who are yet to settle their historical Treaty claims and who also have a Crown-recognised Deed of Mandate.

In readiness for any subsequent share offers (should these proceed) this letter sets out a process for Large Natural Groups (LNG) to secure a Crown recognised mandate. Please note that no final decisions have been made by the Government on whether share offers will proceed for Mixed Ownership Model Companies and if so, what the timeframes would be.

Iwi are offered the opportunity to purchase shares in one or more of the Government share offers as an "on-account" payment against their future Treaty settlement, if they so choose. Information on the terms of the GSO programme is available in Appendix 1. Further information on the GSO programme is available at www.governmentshareoffers.govt.nz

To take part in the opportunity iwi need a representative body with a Crown-recognised Deed of Mandate (recognised mandate) to negotiate a settlement of their historical Treaty claims.

Large Natural Groups and Deeds of Mandate

The Government is offering this opportunity to all LNG. The Minister for Treaty of Waitangi Negotiations has recognised Ngātiwai as a LNG. We would be happy to discuss your LNG with you if you wish.

To apply for a recognised mandate your group must submit a completed Mandate Strategy application form by **5pm 30 April 2013**. A Mandate Strategy application form is provided at **Appendix 2**. A completed Mandate Strategy application form must include:

- a description of your LNG;
- an established single representative body, which is appropriately accountable to the LNG; and
- scheduling a number of hui to seek a mandate from the LNG.

A process map for groups seeking a Crown recognised Deed of Mandate is provided at **Appendix 3**.

Only one representative body from each LNG can be recognised as a mandated body. If more than one representative body from a LNG seeks a recognised mandate, the Crown may decline all applications. Seeking a Crown-recognised Deed of Mandate does not oblige your representative body to take up shares made available as part of any Government share offer. Crown mandate recognition does not mean that OTS will immediately engage in Treaty settlement negotiations.

Pre-mandate funding

Pre-mandate funding of up to \$8,000 is available per group seeking a recognised mandate to participate in this process. This funding is available to groups that have not used all their pre-mandate funding and upon Crown endorsement of a Mandate Strategy application. OTS will require receipt of expenses confirming the funding was used for its intended purpose. Groups can apply for further pre-mandate funding. The pre-mandate claimant funding application form is provided at **Appendix 4**.

Other relevant documentation

In advance, we provide you with the following supporting templates; please refer to the GSO process map for guidelines on when these documents can be applied.

- Hui Advertisement template
- Hui presentation template

Appendix 5

Appendix 6

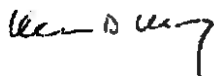
Next steps

If your group would like to submit a Mandate Strategy application form, please complete and return the application form (**Appendix 2**) to the Office of Treaty Settlements, no later than **5pm on 30 April 2013**.

More information

If you have any questions, seek any further information or would like to discuss this letter with OTS, please email ots_gso_enquiries@justice.govt.nz or call (04) 918 8799.

Nāku noa, nā



Kevin Kelly
Deputy Secretary Treaty and Director
Office of Treaty Settlements



OFFICE OF TREATY SETTLEMENTS

Te Tari Whakatau Take e pā ana ki te Tiriti o Waitangi

The Vogel Centre • Aitken Street • SX10111 Wellington

Phone/Waea (04) 494 9800 • Fax/Waea Whakaahua (04) 494 9801 • www.ots.govt.nz

17 October 2012

Laly Haddon
Claims Manager
Ngāti Wai Trust Board
PO Box 1332
WHANGAREI 0140

Tēnā koe

Opportunity to purchase shares as part of the Government share offers for groups

The Government wishes to provide iwi/Large Natural Groupings yet to settle their historical Treaty of Waitangi claims an opportunity to buy shares in Government share offer companies, if they so choose.

As you may be aware, the Government has consulted with Māori groups on its proposal to offer minority shareholdings in four companies: Genesis Power, Meridian Energy, Mighty River Power and Solid Energy.

During this consultation, a number of groups expressed an interest in buying shares as part of any Government share offer. At the same time, the Government is aware that funding a share purchase may be difficult for those iwi yet to conclude historical Treaty claim negotiations.

No final decisions have yet been made by the Government in regard to the sale of shares in any of the four companies. Any such decision is dependent on prevailing market conditions. However, in the event that the share offers proceed, the Government wants to ensure a process is in place for iwi who have yet to settle their historical Treaty claims to participate.

The process

Iwi are offered the opportunity to purchase shares in one or more of the Government share offers as an "on-account" payment against their future Treaty settlement, if they so choose.

To take part in the process iwi need a representative body with a Crown recognised Deed of Mandate (recognised mandate) to negotiate a settlement of their historical Treaty claims (for more information see the ***Large Natural Groups and Deeds of Mandate*** section below and **Appendix 5**.

Large Natural Groups and Deeds of Mandate

The Government is offering this opportunity to all Large Natural Groups (LNG). The Minister for Treaty of Waitangi Negotiations has recognised Ngāti Wai Trust Board as an LNG.

To participate, a representative body with Crown recognised mandate is required. To apply for a recognised mandate your group can submit by **2 November 2012** a completed Mandate Strategy and Deed of Mandate application form in **Appendix 5**, inclusive of:

- providing a description of your LNG;
- having an established single representative body, which is appropriately accountable to the LNG; and
- scheduling a number of hui to seek a mandate from the LNG.

Appendix 2 provides further information on the mandate process.

Only one representative body from each LNG can be recognised as a mandated body. If more than one representative body from a LNG seeks a recognised mandate, the Crown may decline all applications.

Seeking a recognised mandate does not oblige your representative body to take up shares made available as part of any Government share offer.

Crown mandate recognition does not mean that OTS will immediately engage in Treaty settlement negotiations.

The level of on-account payments for share purchases

Iwi who have yet to settle historical Treaty claims will be offered the opportunity to purchase shares in one or more of the Government share offers as an "on-account" payment against their future Treaty settlement. The shares purchased by any group with a recognised mandate as part of this opportunity will be held in a Trust until a Post Settlement Governance Entity (PSGE) has been established for the group.

Iwi with an agreed quantum

Where iwi have agreed quantum offers for the settlement of historical Treaty claims with the Crown, the maximum value of the shares available across the entire Government share offer programme will be a percentage of the agreed quantum. The size of the percentage will vary, with:

- Iwi not "local" to the assets of any of the companies receiving a maximum of 5% of their agreed quantum. (Iwi are defined, solely for the purposes of this opportunity, as being "local" to a particular Government share offer company if it has existing operating plant, or operating plant under construction, or resource consents to construct a new operating plant within an iwi's rohe; or one or more of the companies has an existing asset in the iwi's rohe that diverts water away from a river.)
- Iwi "local" to the assets of any of the companies, but that do not yet have an Agreement in Principle (AiP), receiving a maximum of 10% of their forecast quantum.
- Iwi "local" to the assets of any of the companies, and that have reached an AiP with the Crown receiving a maximum of 12.5% of their agreed quantum. (These iwi are

better able to assess their overall investment opportunities given that they are closer to settling their claims.)

Iwi yet to agree quantum or receive a quantum offer

Where iwi do not have an agreed quantum, they will be placed in bands based on their forecast quantum or last quantum offer. The on-account amount these iwi could apply to the purchase of shares will be up to 5% (for non local iwi) and up to 10% (for local iwi) of the mid-point of the band in which they have been placed.

For the purpose of the Government share offer programme, the Crown midpoint quantum band calculations for share purchase entitlement are not negotiable. However, groups will have the opportunity to negotiate their quantum with the Crown once they have entered settlement negotiations in the future.

The Office of Treaty Settlements (OTS) will advise your representative body of the level of the on-account amount after a DoM has been recognised (see the ***Large Natural Groups and Deeds of Mandate*** section) and prior to when any share decision needs to be made.

Consideration for Share Purchase

The value of the on-account amount (given in the form of shares) will be deducted from the quantum included in the final settlement of the iwi's historical Treaty claims at the purchase price for the shares at the time of each share offer.

Iwi will be able to choose the quantity of shares that they purchase under this proposal, subject to the maximum percentages listed above. They will also be able to select the company or companies in which they choose to purchase shares, subject to the Government agreeing to proceed with a share offer for those companies.

Where shares transfer directly to the Trust, the amount deducted from quantum will be the value of the shares at the time they are transferred to the Trust, not the value at the time they transfer from the Trust to the PSGE (if that value is different). The Crown will accept no liability if the value of the shares change in the time between their purchase and their transfer from a trust to a PSGE.

Please note, there is no obligation for groups to take up shares made available as part of any Government share offers. No money is currently being sought, no applications for shares will be accepted and no on-account payments be satisfied through an allotment of shares until after an investment statement containing information about the relevant offer of shares is available.

Further information about the opportunity to participate in the Government share offers can be found in **Appendices 1 and 2** and at www.governmentshareoffers.govt.nz.

Support funding

Pre-mandate funding of up to \$8,000 is available per group seeking a recognised mandate to participate in this process. This funding is available to groups that have not used all their pre-mandate funding and upon submission and Crown acceptance of a Mandate Strategy and Deed of Mandate application. OTS will require receipt of expenses confirming the funding was used for its intended purpose. Groups can apply for further pre-mandate funding.

The Crown may also be funding specified venue and advertising costs in a number of national centres for representative bodies to host hui to seek a mandate.

The attached term sheet (**Appendix 1**) requires warranties regarding financial and legal advice. To support this, a total payment of up to \$15,000 in funding will be available for groups that achieve a Crown recognised DoM as a contribution to obtaining independent financial and legal advice on the decision whether to purchase shares in the Government share offer companies. \$7,500 will be released upon making a written request for funding; and the balance over \$7,500 (up to a maximum of \$15,000) to be paid on production of receipts with an application detailing the cost of obtaining legal and financial advice in relation to the share offer.

Next steps and further information

If your group would like to submit a **Mandate Strategy and Deed of Mandate** application form, please complete and return **Appendix 5** to OTS by **2 November 2012**.

If you have any questions, seek any further information or would like to discuss this letter with OTS, please:

- email ots_gso_enquiries@justice.govt.nz
- call (04) 913 2367; or
- visit www.ots.govt.nz.

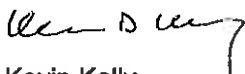
Information and support for claimant groups interested in establishing their PSGE is also available from OTS. The Crown will hold regional meetings as required. We will provide an update once a decision on these dates has been made.

The iwi Leaders Technical Advisory Group (TAG) members have been involved in developing this proposal and have included some background information in this pack: the signed iwi Chairs Resolution from 14 September 2012 (**Appendix 3**) and the iwi Leadership Group Presentation – September 2012 (**Appendix 4**).

If you wish to discuss this proposal with the TAG members then please contact:

- Huhana Rolleston: huhana@kwlaw.co.nz, or 021 0329 180;
- Che Wilson: che@kahuimaunga.com or 021 765 681; or
- Willie Te Aho: willie.teaho@icsolutions.co.nz or 021 768 462.

Nāku noa, nā



Kevin Kelly
**Acting Deputy Secretary Treaty and Director
Office of Treaty Settlements**

Attachments:

Appendix 1	Terms Sheet on Government share offers
Appendix 2	Government Share Offer – Process Guide
Appendix 3	Iwi Chairs Resolution from 14 September 2012
Appendix 4	Iwi Leadership Group Presentation – September 2012
Appendix 5	Mandate Strategy and Deed of Mandate application form

Appendix B

FILE COPY



EH.

CONTENTS

1. INTERPRETATION	1
Definitions	1
Interpretation of Schedules	4
Statutes	4
General References	5
Headings	5
2. ESTABLISHMENT OF TRUST	5
Acknowledgement of Trust	5
3. KAUPAPA/PURPOSES	5
Purposes	5
Incidental purposes	5
Strategic governance	7
No non-charitable objects and purposes	8
4. APPOINTMENT AND POWERS OF TRUSTEES, AND MANAGEMENT OF THE TRUST	8
Number of Trustees	8
Cessation of office of Trustees	8
Powers of Trustees	8
Management of the Trust – General	11
Meetings of Trustees	11
Chairperson, Deputy Chairperson and Secretary	12
Delegation of powers	13
Accounts and Audit	13
Reliance on Advice	13
Disclosure of Interest	14
Definition of Interested Trustee	14
Interests in common with Iwi	14
Recording of Interest	14
No private pecuniary profit	16
Appointment and removal of Custodian Trustee	16
Incorporation	16
5. REGISTER OF MEMBERS OF NGATIWAJ	17
Members' Register of Ngatiwai	17
Registration as a Member of Ngatiwai	18
Trustees may decline to register, or remove a person from the Members' Register	18
Process when registration declined or removed	19
Registration not necessary	18
De-registration by Member of Ngatiwai	19
Request to change, amend or update register	19
Notice not necessary	20
6. VOTING PROCEDURE	20
7. GENERAL MEETINGS OF IWI AND REPORTING	21
Reporting Responsibilities	21
Trust to hold an Annual General Meeting	22
General Meetings of Members of Ngatiwai	23
Information must be made available in writing	25
No derogation from purposes	25

L.H.

8. ASSET HOLDING COMPANY AND FISHING ENTERPRISE	25
Trust must hold an Asset Holding Company	25
Establishment of Fishing Enterprise	27
Requirements of constitution	27
Commercial Aquaculture Activities	27
9. DISPUTES PROCEDURE	27
Disputes relating to matters arising under the Act	27
Registration Disputes	28
Proceedings of the Roopu Kaumatua Kula	28
Determination	28
10. WINDING UP OF TRUST	28
11. ALTERATION OF TERMS OF DEED	28
Changes to the Deed	28
Changes to constitutions of Corporate Entities	29
Notification to Members of Ngathwai	30
12. RESETTLEMENT	30
Power to resettle	30
Perpetuities	30
13. LIABILITY AND INDEMNITY	30
SCHEDULE 1	37
PART A: Election Processes	37
Election of Trustees	37
Marae Elections	37
Alternates	37
Extraordinary vacancy	38
Obligations of Trustees	38
Time of Elections	38
Results of Marae Elections	38
Eligible voters	38
Nominations for Trustees	39
Time for Nominations	39
PART B: All Votes	40
Notice of Voting and General Meeting	40
Valid votes	40
Secret Ballots	41
SCHEDULE 2	42
Recognised Marae of Ngathwai	42

L-H.

DEED dated

10 November 2008

PARTIES

Lily Haddon
 Mark McMath
 Christina Merepeka Herley
 Hiona Munro
 Henry Murphy
 Elvie Rati
 Philip Wellington
 Donna Tamekai
 Grant Pirihi
 Alan Moore
 Loris Cleave
 Teisha Rodney Ngawaka
 Kathy Pita
 Makere Lawrence-Bade

INTRODUCTION

- A. The Ngatiwai Trust Board was constituted under the Charitable Trusts Act 1957 in 1984. This current trust deed has amended the former constitution, in part to meet the requirements of the Maori Fisheries Act 2004.
- B. This Deed establishes the Ngatiwai Trust to act, amongst other things, as the Mandated Iwi Organisation of Ngatiwai for the purposes of the Maori Fisheries Act 2004, and to act as the Iwi Aquaculture Organisation for the purposes of the Maori Commercial Aquaculture Claims Settlement Act 2004.
- C. This Deed sets out the functions and purposes, and provides for the control, governance and operation of the Ngatiwai Trust.

TRUST TERMS

1. INTERPRETATION

Definitions

- 1.1 In this Deed, unless the context otherwise requires:

ACE means annual catch entitlement, as that term is defined in the Fisheries Act 1986.

Act means Maori Fisheries Act 2004.

Adult Member of Ngatiwai means a Member of Ngatiwai who is over the age of 18 years.

Adult Registered Members means Adult Members who are registered on the Members Register.

Alternates means Adult Registered Members elected to the position of Alternates in accordance with clause 3 of Schedule 1 of this Deed.

Aquaculture Agreement has the meaning given to it in section 186ZD of the Fisheries Act 1996.

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 Enterprise 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 Māori 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 Māori Trustee Limited.

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

L.H

Iwi means Ngatiwai.

Iwi Aquaculture Organisation has the meaning given to it in the Māori Commercial Aquaculture Claims Settlement Act 2004.

Iwi Organisation means any organisation existing at law or in fact that represents or purports to represent any Iwi other than Ngatiwai and includes Runanga, Māori Trust Boards and urban Māori authorities.

Mandated Iwi Organisation has the meaning given to it in the Act.

Marae means a recognised marae of Ngatiwai as set out in Schedule 2.

Marae Election means a General Meeting convened by the Trust on behalf of a Marae called for the purpose of electing a Trustee to the Trust.

Members of Ngatiwai means persons who affiliate to Ngatiwai through descent from a primary ancestor of Ngatiwai, (the identity of such primary ancestor shall be determined pursuant to clause 5 or, if necessary, pursuant to clause 8) and includes Whangai who do not descend from a primary ancestor of Ngatiwai.

Members' Register means the register of Members of Ngatiwai held and maintained by the Trust in accordance with clause 5.

Ngatiwai means the Iwi of Ngatiwai.

Private Notice means a notice-

- (a) sent by any means that is private to the recipient; and
- (b) complies with Kaupapa 4 of Schedule 7 of the Act.

Public Notice means a notice that-

- (a) is published in a newspaper generally circulating in the relevant area or areas; and
- (b) may also be published by print or electronic media, including radio and television; and
- (c) complies with Kaupapa 4 of Schedule 7 of the Act.

Registered Member means any Member of Ngatiwai who is entered in the Members' Register.

Registration Form means the form used from time to time by the Trustees to enter the details of Members of Ngatiwai and Whangai on the Members' Register.

Roopu Kaumatua Kūia means the committee appointed under clause 9.2.

Quota means quota shares within the meaning of the Fisheries Act 1986.

Secretary means any person appointed under clause 4.8 to perform general secretarial and administrative functions for the Trust.

Settlement Cash Assets means money allocated and transferred to the Trust pursuant to section 137(1)(f) of the Act by Te Ohu Kai Moana Trustee Limited.

Settlement Quota means the quota shares within the meaning of the Act that are allocated and transferred to an Asset Holding Company on behalf of the Trust by Te Ohu Kai Moana Trustee Limited.

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 Kawai Taumata means the group of that name established under the Act.

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

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

Te Putea Whakaitupu Trustee Limited means the company of that name formed under the Act.

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

Tikanga means the customary values and practices of Ngatiwai.

Trust means the Ngatiwai 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 3.2.

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.

Whangai means those persons who do not affiliate to Ngatiwai by descent from a primary ancestor of Ngatiwai but who are adopted by a Member of Ngatiwai in accordance with the Tikanga of Ngatiwai 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.

LH

General References

1.4 References in the Deed to:

- (a) a person includes an individual, body corporate, an association of persons (whether corporate or not) and a trust (in each case, whether or not having separate legal personality);
- (b) one gender includes the other gender;
- (c) the singular includes the plural and vice versa;
- (d) clauses and sub-clauses are references to clauses and sub-clauses in this Deed; and
- (e) the Deed includes its Schedules.

Headings

- 1.5** Headings are for ease of reference only and must be ignored in interpreting the Deed.

2. ESTABLISHMENT OF TRUST

Acknowledgement of Trust

- 2.1** The Trustees acknowledge and declare that they hold the Trust Fund upon the trusts and with the powers set out in this Deed. The name of the Trust established by this Deed is the Ngatiwai Trust.

3. KAUPAPA/PURPOSES

Purposes

- 3.1** The purposes for which the Trust is established are to receive, hold, manage and administer the Trust Fund for every Charitable Purpose benefiting Ngatiwai whether it relates to the relief of poverty, the advancement of education or religion or any other matter beneficial to the community of Ngatiwai and all the Members of Ngatiwai irrespective of where those Members reside and for every such Charitable Purpose benefiting Maori who are not Members of Ngatiwai and members of the community generally.

Incidental purposes

- 3.2** Incidental to, and to give effect to the purposes in clause 3.1, and at all times subject to clause 3.4, the Trustees shall:
- (a) promote the cultural, spiritual, educational, health and economic development and advancement of Ngatiwai and its Members including those Members of Ngatiwai residing in the rohe of other iwi and retain and enhance mana whenua, mana moana, and intellectual property rights between Rangi-nui and Papatuanuku;

CH

- (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 Māori 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 Pūtea Whakatupu Trustee Limited and Te Wai Māori 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;

- (ii) is separate to the companies referred to in sub-paragraph (i);
- (iii) performs the function and complies with the requirements set out in sections 16 to 18 of the Act; and
- (iv) performs any other function, but not if doing so would be inconsistent with sections 16 to 18 of the Act,

and to hold the shares in those companies and any distributions or other benefits resulting from them on the trusts in clause 3.1;

- (l) perform the functions provided for, by or under the Act in respect of a Mandated Iwi Organisation, in a manner consistent with the Act;
- (m) represent Ngatiwai by voting at any meeting convened under:
 - (i) clause 1 or clause 6 of Schedule 8 to the Act, to appoint or remove a member or alternate member of Te Kawai Taumata;
 - (ii) section 117 of the Act, implemented in accordance with clause 1 of Schedule 8 to the Act, to appoint a member of a committee of representatives;
- (n) act on behalf of Ngatiwai in relation to aquaculture claims and Aquaculture Settlement Assets under the Maori Commercial Aquaculture Claims Settlement Act 2004, in respect of which the Trustees must act for the benefit of all Members of Ngatiwai, irrespective of where those Members reside, including:
 - (i) directly receiving and holding, on behalf of Ngatiwai, Aquaculture Settlement Assets allocated to Ngatiwai by Te Ohu Kai Moana Trustee Limited in accordance with the Maori Commercial Aquaculture Claims Settlement Act 2004; and
 - (ii) entering into Aquaculture Agreements with other Iwi Aquaculture Organisations in relation to the allocation of Aquaculture Settlement Assets;
- (o) if Ngatiwai determines, directly receive and hold, on behalf of Ngatiwai on the trusts set out in clause 3.1, any other Treaty of Waitangi settlement assets; and
- (p) perform other functions provided for, by or under the Act or any other enactment or otherwise, but not if doing so would adversely affect the charitable status of the Trust.

Strategic governance

3.3 The Trust must exercise strategic governance over:

- (a) its Asset Holding Companies and any Fishing Enterprise; and
- (b) the process to examine and approve annual plans that set out:
 - (i) the key strategies for the use and development of Fisheries Settlement Assets of Ngatiwai;

- (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 in accordance with the provisions of Schedule 1.

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

Cessation of office of Trustee

- 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) resigns as a Trustee by giving notice in writing to the Trust; or
- (c) fails or neglects to attend three consecutive meetings of the Trustees without leave or absence, unless it appears to the other Trustees at their first meeting after the last of such absences that there is a proper reason for such non-attendance; or
- (d) becomes of unsound mind, becomes a person in respect of whose affairs an order under the Protection of Personal and Property Rights Act 1988 is made, or otherwise becomes unfit or unable to act as a Trustee; or
- (e) is or becomes a bankrupt who has not obtained a final order of discharge, or whose order of discharge has been suspended for a term not yet expired, or is subject to a condition not yet fulfilled; or
- (f) is or has ever been convicted of an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961, or an offence under section 373(4) of the Companies Act 1993 unless that person has served the sentence or otherwise suffered the penalty imposed on that person or is an "eligible person" for the purposes of the Criminal Records (Clean Slate) Act 2004; or
- (g) dies; or
- (h) is in office or employment with, or accepts office or employment with, any other Iwi Organisation.

4.3 The Trustee concerned shall cease to hold office:

- (a) in a case where sub-paragraph 4.2(a) applies, from the end of the day three years after the date on which that Trustee was last elected to office;
- (b) in a case where sub-paragraph 4.2(b) applies from the date the notice of retirement shall have been delivered to the Trust;
- (c) in the case where sub-paragraph 4.2(c) applies from the date of the first meeting of Trustees after that Trustee's third consecutive absence without leave; and
- (d) in cases where sub-paragraphs 4.2(d) to 4.2(h) apply, from the date on which the Trust was notified in writing of the relevant fact together with such evidence as the Trustees may reasonably require.

4.4 Should a vacancy reduce the number of Trustees below half the number specified in clause 4.1 the vacancy shall be filled as soon as practicable by election in accordance with the terms of this Deed, and the remaining Trustees (which shall include any Trustee who shall cease to be a Trustee under clause 4.2(a)) shall continue to act until that vacancy has been filled.

Powers of Trustees

4.5 To achieve the purposes of the Trust:

- (a) the Trustees shall have in the administration, management and investment of the Trust Fund all the rights, powers and privileges of a natural person;

- (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.

LH

4.6 Management of the Trust - General:

- (a) The Trustees shall have the absolute management and entire control of the Trust Fund.
- (b) The Trustees may from time to time appoint, remunerate and dismiss officers or employees of the Trust, unless, either generally or in a particular case, they shall have for the time being delegated any one or more of the powers of appointment, remuneration or dismissal, as the case may be, to a person holding the position of Chief Executive of the Ngatiwai Trust.
- (c) Any individual may be appointed as an officer or employee of the Trust but no Trustee may be appointed as an employee.
- (d) The Trustees may appoint an incorporated or unincorporated entity to provide services to the Trust. In any case where the entity directly or indirectly procures, causes, permits or otherwise howsoever makes a Trustee available to carry out management services, the appointment shall be of no effect and neither that entity nor that person shall have any authority on behalf of nor claim against the Trust, unless prior to that appointment the full terms and conditions of the proposed appointment shall have been disclosed in writing to all the Trustees, and the Trustees shall have voted unanimously (subject to clause 4.13) in support of that appointment on these terms.
- (e) The office of the Trust shall be at such place as the Trustees from time to time may notify by such means as the Trustees determine to the Members of Ngatiwai and in any website, letterhead, formal written contract or printed publications of the Trust.

4.7 Meetings of Trustees:

- (a) The Trustees shall meet to conduct business at such intervals as the Trustees may decide, but not less frequently than 8 times in each year. The Trustees may invite to such meeting whomever the Trustees may decide will assist with their deliberations.
- (b) Except as expressly provided otherwise by this Deed any matter requiring decision at a meeting of the Trustees shall be decided by a simple majority of the Trustees personally present and voting on the matter.
- (c) In the event of an equality of votes the Chairperson shall not have a second or casting vote.
- (d) Except as expressly provided otherwise by this Deed a resolution in writing signed by all the Trustees shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and constituted. Any such resolution may consist of several like documents each signed by one or more Trustees. Any such document sent by a Trustee by facsimile or such other electronic means as shall be determined by the Trustees from time to time shall be deemed to have been duly signed by that Trustee.
- (e) Any Trustee may at any time give notice convening a meeting of the Trustees. Such notice shall be given by letter posted to each Trustee at least 15 Working Days before the date of the proposed meeting. The

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.

4.8 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.

- (k) The Trustees shall appoint a non-voting Secretary who may be honorary, or may be a full-time or part-time employee of the Trust.

4.9 Delegation of powers:

- (a) The Trustees may delegate in writing to any Trustee, committee of Trustees, or employee who is the Chief Executive of the Trust, such of the powers of the Trustees as the Trustees may decide, provided that:
- (i) the Trustees may not delegate strategic governance; and
 - (ii) in the case of any entity appointed under clause 4.6(d) the delegation shall be personal to the person provided by that entity in that capacity.
- (b) Any person or committee acting under delegated power shall act in accordance with the terms of this Deed and, in the absence of proof to the contrary, shall also be presumed to be acting within the terms of the delegation.
- (c) The Trustees may revoke wholly or partly any delegation of the powers of the Trustees at any time.
- (d) Subject to any directions given by the Trustees, any person or committee to which any powers of the Trustees have been delegated may conduct that person's or the committee's affairs as that person or the committee may decide.
- (e) The Trustees must, in delegating the powers of the Trustees, provide restrictions or rules by or within which such delegated powers are to be exercised in accordance with this clause and in each case must require the delegate to report to the Trustees on any action or decision taken as delegate.

4.10 Accounts and Audit:

- (a) The Trustees shall keep an account or accounts at such bank or banks as the Trustees may decide. Cheques, withdrawals and authorities shall be signed or endorsed, as the case may be, by such person or persons (including in all instances at least one Trustee) as the Trustees may decide;
- (b) The Trustees shall cause true accounts for each financial year to be kept in such manner as the Trustees may decide of all receipts, credits, payments, assets and liabilities of the Trust Fund and all such other matters necessary for showing the true state and condition of the Trust. The accounts of the Trust shall be audited at least once in each year by a chartered accountant (not being a Trustee) appointed in that capacity by the Trustees; and
- (c) Nothing in this clause 4.10 shall derogate from any other obligations of the Trustees in respect of accounts and audits.

Reliance on Advice

- 4.11 The Trustees, when exercising powers or performing duties as Trustees, may rely on reports, statements, financial data and other information prepared or supplied, and on professional or expert advice given, by any of the following persons:

- (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 hwl

- 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 hwl and where his or her interest is not different in kind from the interests of other members of that hwl.

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

inl of which he or she is a member, and the Trustee must also, at any time after his or her appointment, enter into the Minute-Book and disclose to the next meeting of the Trustees, any interest of which that Trustee becomes aware.

No private pecuniary profit

4.16 No private pecuniary profit may be made by any person from the Trust, except that:

- (a) any Trustee may receive full reimbursement for all expenses properly incurred by that Trustee in connection with the affairs of the Trust;
- (b) the Trust may pay reasonable remuneration to any Trustee, officer or employee of the Trust in return for services actually rendered to the Trust (including the provision of services as Trustee);
- (c) any Trustee may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that Trustee or by any entity of which that Trustee is a partner, member, employee or associate in connection with the affairs of the Trust;
- (d) any Trustee may retain any remuneration properly payable to that Trustee by any entity with which the Trust may be in any way concerned or involved for which that Trustee has acted in any capacity whatever, notwithstanding that the Trustee's connection with that entity is in any way attributable to that Trustee's connection with the Trust;

provided that:

- (i) before any such reimbursement paid to a Trustee may be regarded as properly incurred by that Trustee or any such remuneration paid to a Trustee may be regarded as reasonable or properly payable or any such charges may be regarded as usual, the amount of that reimbursement, remuneration or charge must have been approved as such by a resolution of Trustees and in the case of an appointment referred to in clause 4.8(d), the provisions of that clause have been complied with;
- (ii) the Trustees must disclose in their annual report referred to in clause 7.2 next published after payment of that disbursement, remuneration or charge, in respect of all such reimbursements, remuneration or charges:
 - (aa) the amount thereof received by each Trustee or any such firm or entity;
 - (bb) the nature of the reimbursement and the nature and extent of the services rendered or time expended;
 - (cc) the method of calculation of the reimbursement, remuneration or charge; and
- (iii) in the case of an appointment referred to in clause 4.8(d), the full written terms and conditions thereof have been made available for inspection at the office of the Trust, by any Adult Registered Member who makes written request for the same.

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 Fishing Enterprise or any subsidiary of any of them.

Appointment and removal of Custodian Trustee

4.19 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 1956.

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.

6. REGISTER OF MEMBERS OF NGATIWAH

Members' Register of Ngatiwah

5.1 The Trustees must:

- (a) have, and maintain in a current state, the Members' Register:
 - (i) that includes the name, date of birth, and contact details of every Member of Ngatiwah who applies for registration; and
 - (ii) that is available for inspection by Registered Members who can view their own registration details; and
 - (iii) that is available for inspection by a parent, legal guardian or other person standing in the stead of a parent, who may view the registration details of any child, ward or other dependant under 18 years of age who was registered by such persons, whichever the case may be; and
 - (iv) that allocates a member registration number to each Member of the Ngatiwah entered in the Members' Register; and
 - (v) that records the Marae that each Registered Member has indicated on his or her Registration Form is the one Marae to which that person chooses to affiliate for the purpose of voting in Marae Elections.
- (b) make ongoing efforts to register all Members of Ngatiwah on the Members' Register.

5.2 The Trustees may transfer, to each Marae, a duplicate copy of that part of the Members Register containing the details of the Ngatiwah Members who have registered with that Marae, provided that the Trustees shall ensure that the relevant Marae complies with clauses 5.1(d) and (e) and the duplicate copy is maintained in a current state.

5.3 The Trustees may enter in the Members' Register any Member of Ngatiwah whose details are already held by the Trustees where:

- (a) the details held by the Trustees fulfil the requirements of Kaupapa 5 of the Maori Fisheries Act 2004, except that the requirement in clause (b)(ii) of that Kaupapa need not necessarily be fulfilled; and
- (b) the particulars were acquired by the Trustees as a result of an application on a form (not being the current Registration Form) made by:
 - (i) Adult Members of Ngatiwah, on their own behalf or by their legal guardian at the time of the application; and
 - (ii) other Members of Ngatiwah, who were not Adult Members of Ngatiwah at the time of the application, by their parent on their behalf, or by their legal guardian at the time; and

LH

- (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.

5.8 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

LH

- (b) may require any person who is entered in the Members' Register to provide evidence verifying his or her affiliation to Ngatiwai through descent from a primary ancestor of Ngatiwai and any other matter referred to in clause 5.5;
- (c) may consult with the Roopu Kaumatua Kula in relation to any application for registration, or continued registration as a Member of Ngatiwai; and
- (d) without limiting the foregoing, may request the Roopu Kaumatua Kula to:
 - (i) determine who is the primary ancestor, or are primary ancestors, of Ngatiwai; and
 - (ii) determine the Tikanga of Ngatiwai by which Whangai or other persons who do not descend from a primary ancestor of Ngatiwai are able to affiliate to Ngatiwai.

Trustees may decline to register, or remove a person from the Members' Register

- 5.8 If the Trustees consider that any information about a person received under clause 5.5(a) or clause 5.8 is not accurate or complete, or that the existing information on the Members' Register is not accurate or complete such that in either case the person concerned does not meet the qualifications required by this Deed for entry of that person in the Members' Register, the Trustees may decline to register, or remove that person from the Members' Register or decline to change that person's Marae affiliation, as the case may be.

Process when registration declined or removed

- 5.9 Where an application for registration is declined, or any decision is made by the Trustees to remove any person from the Members' Register, or not change that person's Marae affiliation, the person concerned may dispute that decision of the Trustees, and clause 9 shall apply.

Registration not necessary

- 5.10 To avoid doubt, it shall not be necessary, in order to be considered a Member of Ngatiwai for the purposes of clause 3.1, for a Member of Ngatiwai to be registered in accordance with this clause 5.

De-registration by Member of Ngatiwai

- 5.11 To avoid doubt, a Registered Member may, at any time, request in writing that his or her registration be removed or terminated. His or her registration will be deemed removed at the date on which the written request is received at the Trust's office.

Request to change, amend or update Register

- 5.12 A Registered Member may at any time request that the information relating to that person on the Members' Register be changed, amended, updated provided that:
- (a) the request must be made in writing and sent to the Trust at the Trust's office; and

- (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 25 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 agree 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;

LH

- (vi) wind up the Trust in accordance with clause 10 of this Deed;

must be approved by not less than 75% of the Adult Members of Ngatiwai who are entitled to vote and actually cast a valid vote in accordance with the voting procedures set out in Schedule 1 and no such resolution shall be passed unless notice in respect of those resolutions has been given in accordance with the Act.

- (b) Any resolution to:

- (i) Transfer authorisations or coastal permits that are Aquaculture Settlement Assets (except where the proposed transfer is to a company that is wholly owned by the Trust as an Iwi Aquaculture Organisation); and
- (ii) request that Te Otu Kai Moana Trustee Limited transfer authorisations or coastal permits that are Aquaculture Settlement Assets (except where the proposed transfer is to a company that is wholly owned by the Trust as an Iwi Aquaculture Organisation);

must be approved by not less than 75% of the Adult Members of Ngatiwai who are entitled to vote and actually cast a valid vote in accordance with the voting procedures set out in Schedule 1 and no such resolution shall be passed unless notice in respect of those resolution has been given in accordance with the Maori Commercial Aquaculture Claims Settlement Act 2004.

- (c) In the case of a resolution not described in clauses 6.1(a) and 6.1(b) a resolution shall be passed if more than 50% of the Adult Members of Ngatiwai who are entitled to vote cast a valid vote in favour of the resolution in accordance with the procedures determined and published by the Trustees prior to the General Meeting (but in the absence of the Trustees publishing the procedure prior to the General Meeting, by a show of hands at the General Meeting in accordance with paragraph 14 of Schedule 1 of this Deed).

7. GENERAL MEETINGS OF IWI AND REPORTING

Reporting Responsibilities

- 7.1 Without derogating from its duties under any enactment or at law, the Trust has the reporting responsibilities in relation to:

- (a) its own performance; and
- (b) the performance of any:
 - (i) Asset Holding Company;
 - (ii) Fishing Enterprise;
 - (iii) joint venture or other entity that conducts business using the Settlement Quota or Income Shares;
 - (iv) other Corporate Entity (not including those referred to in clauses (i) to (iii) above).

LH

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 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 Trustee Limited; and

- (vi) any changes made under section 18 of the Act to constitutional documents of the Trust or those of its Asset Holding Companies; and
- (b) **Annual Plan:** an annual plan for the next financial year that must include:
 - (i) the objectives of the annual plan;
 - (ii) the policy of the Trust in respect of the sales and exchanges of Settlement Quota; and
 - (iii) any changes in that policy from the policy for the previous year; and
 - (iv) any proposal to change the constitutional documents of any Corporate Entity or Subsidiary that is a fishing company; and
- (c) **Asset Holding Company Annual Report:** in relation to every Asset Holding Company that receives Settlement Quota and Income Shares (or other settlement assets), and in relation to any enterprise established by the Trust under clause 8.2 to conduct fishing operations utilising ACE from the Settlement Quota, to harvest, process or market fish, or be involved in any joint venture for those purposes, (each referred to in this clause 7.2 as an "enterprise") an annual report on:
 - (i) the performance of that enterprise; and
 - (ii) the investment of money of that enterprise; and
 - (iii) the annual plan of that enterprise, including:
 - (aa) the key strategies for the use and development of Ngatiwai's Fisheries Settlement Assets;
 - (bb) the expected financial return on those Fisheries Settlement Assets;
 - (cc) any programme to:
 - (1) manage the sale of ACE derived from the Settlement Quota; or
 - (2) reorganise the Settlement Quota held by that enterprise by buying or selling Quota in accordance with the Act; and
 - (d) any proposal to change the constitutional documents of any Asset Holding Company.

7.3 General Meetings of Members of Ngatiwai

- (a) **Annual General Meeting:** Each General Meeting must be:
 - (i) in the case of the first General Meeting, held before the date referred to in clause 4.1; and
 - (ii) no more than 15 months apart.

- (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 Trustee 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 nationalisation 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) **Quorum:** No business shall be transacted at a General Meeting unless a quorum is present. The quorum at a General Meeting is:
- (i) 75% or more of the Trustees; and
 - (ii) 40 Adult Registered Members.
- (e) No business shall be transacted at a Marae Election unless a quorum is present. The quorum at a Marae Election is:
- (i) 50% or more of the Trustees; and
 - (ii) 10 Adult Registered Members.
- (f) **Adjourned meeting:** If a quorum is not present within one hour of the time appointed for the start of a General Meeting, the meeting is to stand adjourned until the same hour at the same place 20 Working Days following the adjournment of that meeting unless the Trustees otherwise determine.
- (g) **Chairperson:** The Chairperson or, if the Chairperson is unavailable, the Deputy-Chairperson, will preside over and have control of every General Meeting. If there is no Chairperson or Deputy Chairperson present at the time appointed for holding a General Meeting, or if either of those persons is unwilling to preside over the meeting, the Trustees present will choose one of their number to substitute as Chairperson for that meeting.

Information must be made available in writing

- 7.4 Information referred to in clause 7.1 must be made available on request in writing by any Member of Ngatiwai.
- 7.6 Any Adult Registered Member may request in writing a copy of the Deed, and a copy will be provided subject to such reasonable charges as the trustees require.

No derogation from purposes

- 7.8 Clause 7 shall not derogate from the provisions of clause 3.4.

8. ASSET HOLDING COMPANY AND FISHING ENTERPRISE

Trust must hold an Asset Holding Company

- 8.1 The Trust must ensure that it has at least one Asset Holding Company and that, to the extent and for so long as required by the Act subject to the proviso in clause 7.3 and the provisions of clause 7.3(p)(i) and clause 7.3(g)(ii), that Asset Holding Company is wholly owned by the Trust and performs the functions and complies with the requirements set out in sections 16 and 17 of the Act, which at the date of this Deed are that the Asset Holding Company:
- (a) must be and remain wholly owned and controlled by the Trust;
 - (b) must not permit more than 40% of its Directors to be Trustees;
 - (c) must have constitutional documents that have been approved by a simple majority of the Trustees as complying 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 Ohu Kai Moana Trustee 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

LH

(vi) must not undertake fishing or hold a fishing permit,

but the Asset Holding Company and its Subsidiaries may undertake any other activity or hold any other assets.

Establishment of Fishing Enterprise

- 8.2 If the Trust wishes to establish its own fishing operation, utilising ACE from its Settlement Quota, to harvest, process or market fish, or to be involved in a joint venture for those purposes, it must establish an enterprise which is separate from, but responsible to, the Trust to undertake those operations, which must not be the Asset Holding Company or a Subsidiary that receives the Settlement Quota.

Requirements of constitution

- 8.3 The constitution of every Asset Holding Company or Fishing Company or a Subsidiary of any of them must require that Asset Holding Company, Fishing Enterprise or Subsidiary to:
- (a) hold its assets and all accretions to those assets whether of a capital or revenue nature on trust for the benefit of the Charitable Purposes of the Trust, such purposes to be promoted by the payment of dividends or other revenue or capital distributions directly or indirectly to the Trust;
 - (b) present an annual plan and statement of corporate intent to the Trust;
 - (c) report annually to the Trust; and
 - (d) have its accounts audited;

and may provide for the Trust to appoint up to two Trustees as Directors of that Asset Holding Company or Fishing Enterprise or Subsidiary, as the case may be, provided however that at no time may the Trustees comprise more than 40% of the total number of Directors of that Asset Holding Company, Fishing Enterprise or Subsidiary.

Commercial Aquaculture Activities

- 8.4 If the Trust wishes to undertake commercial aquaculture activities (as that term is used in the Māori Commercial Aquaculture Claims Settlement Act 2004), it must establish an enterprise which is separate from, but responsible to, the Trust to undertake those activities, and which may be the Asset Holding Company that receives the Settlement Quota and Income Shares.

9. DISPUTES PROCEDURE

Disputes relating to matters arising under the Act

- 9.1 (a) If any dispute shall arise between Members of Ngātiwai and the Trust, (other than a dispute provided for in clauses 9.1(b) or 9.3), and the parties are unable, within a reasonable time, to resolve the dispute, they must, acting in good faith, endeavour to agree on a process for resolving the dispute. Should the parties fail to reach agreement on the process to resolve a dispute relating to matters arising under the Act, that dispute shall be determined in accordance with Part 5 of the Act.

- (b) Any dispute of a general nature, being a dispute not covered by Part 6 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 Trustee Act 1958 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 Kūia, 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 Kūia under clause 9.3(a) and any determination of the Roopu Kaumatua Kūia made pursuant to a request under clause 5.8(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 Kūia

- 9.5 The Roopu Kaumatua Kūia shall provide the person concerned, and any representative that person appoints the opportunity to attend a meeting of the Roopu Kaumatua Kūia 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 Kūia shall have the discretion to take into account their own knowledge and such other matters as the Roopu Kaumatua Kūia considers will assist it in making a determination. The Roopu Kaumatua Kūia 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

New Zealand for Charitable Purposes in such manner, upon such terms, and in such proportions as the Trustees may decide, provided that:

- (a) any such vesting must comply with the Act;
- (b) a resolution supporting the winding up proposal and the terms of it must be put and passed by a majority of 75% at a General Meeting in accordance with clause 6.1(a)(vii) and clause 7.3; and
- (c) if the Trust is incorporated under the Charitable Trusts Act 1957 the assets of the Trust shall be disposed of in accordance with the provisions of that Act.

11. ALTERATION OF TERMS OF DEED

Changes to the Deed

11.1 The Trustees have power to amend, revoke or add to the provisions of the Deed provided that:

- (a) no amendment may be inconsistent with the Act;
- (b) no amendment may be made earlier than two years after the date on which the Trust is recognised by Te Ohu Kai Moana Trustee Limited as the Mandated Iwi Organisation for Ngatiwai if the amendment relates to any matter provided for, by or under the Act, unless the amendment is required as a consequence of a rule made or amended under section 25 of the Act;
- (c) an amendment may only be promoted if a resolution that the amendment is a resolution for the collective benefit of all Members of Ngatiwai is put and passed at a General Meeting in accordance with clause 6.1(a) and clause 7.3;
- (d) notwithstanding the terms of this Deed, no amendment to this Deed shall be made, and if purported to be made shall be of no legal effect, if the consequence of that amendment is to prejudice in a material manner the Trust's entitlement to charitable status under the law of New Zealand, or its entitlement to an income tax exemption under the Income Tax Act 2004 in respect of income derived by it. Prior to any resolution to amend this Deed being placed before Members of Ngatiwai, competent advice shall be obtained by the Trustees confirming that the proposed amendments will not jeopardise the charitable status of the Trust or its entitlement to an income tax exemption on income derived by it.

Changes to constitutions of Corporate Entities

11.2 To the extent any proposal for the amendment of the constitutional documents of the Asset Holding Company relates to a matter provided for in the Act, such amendment:

- (a) must not be made earlier than two years after the date on which the Trust is recognised by Te Ohu Kai Moana Trustee Limited as the Mandated Iwi Organisation for Ngatiwai unless the amendment is required as a consequence of a rule made or amended under section 25 of the Act;

- (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 8.3(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 Purpose.

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

is not attributed to the Trustee's own dishonesty or the wilful commission (or omission) by that Trustee of any act known or ought to have been reasonably known by that Trustee, to be a breach of trust:

147

20

21

LH.

00611614.WWP.DOC1908

SIGNATURE

Laly Hadden by:

and witnessed by:

Signature of trustee

Laly Hadden
Name of trustee

Signature of witness

NTS Trustee

Occupation

Whangarei

City/town of residence

Mark McMahon 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

Himiona Munro by:

and witnessed by:

[Signature]
Signature of witness
WITNESS
Occupation
WINDING
City/town of residence

[Signature]
Signature of trustee
Himiona Peter Munro
Name of trustee

Henry Murphy by:

and witnessed by:

[Signature]
Signature of witness
WITNESS
Occupation
WINDING
City/town of residence

[Signature]
Signature of trustee
HENRY BEATIE FURCELL
Name of trustee
MURPHY

Elvis Reti by:

and witnessed by:

[Signature]
Signature of witness
NTB Trustee
Occupation
WINDING
City/town of residence

[Signature]
Signature of trustee
ELVIS RETI
Name of trustee

LH
D0611816 WINDING

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 Tanaki by:

and witnessed by:



Signature of trustee

DONNA TANAKI
Name of trustee

Elvis Rato

Signature of witness

Community Worker

Occupation

Whangarei

City/town of residence

Grant Pahi by:

and witnessed by:



Signature of trustee

Grant Pahi

Name of trustee



Signature of witness

Heidi

Occupation

Wanganui

City/town of residence

LH

Alan Moore by:

and witnessed by:



Signature of trustee

Alan Fynn Moore
Name of trustee



Signature of witness

NTB Trustee

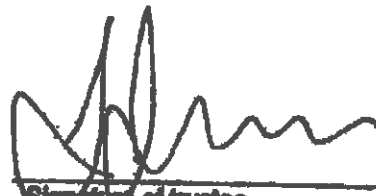
Occupation

Whangarei

City/town of residence

Loma Cleave by:

and witnessed by:



Signature of trustee

Loma Cleave
Name of trustee



Signature of witness

NTB Trustee

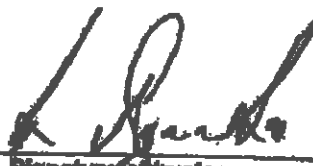
Occupation

Whangarei

City/town of residence

Talaha Rodney Ngawaka by:

and witnessed by:



Signature of trustee

Rodney Ngawaka
Name of trustee



Signature of witness



Occupation

Whangarei

City/town of residence

LH

Kathy Pita by:

and witnessed by:

Ka Pita
Signature of trustee

Kathy Pita
Name of trustee

M. Williams
Signature of witness

NTB Trustee
Occupation

Whangarei
City/town of residence

MAKERE LAURENCE-BADE
Makere Laurence-Bade by:

and witnessed by:

MAKERE LAURENCE-BADE
Signature of trustee

MAKERE LAURENCE-BADE
Name of trustee

M. Williams
Signature of witness

NTB Trustee
Occupation

Whangarei
City/town of residence

SCHEDULE 1
PART A: Election Processes

Election of Trustees

1. Subject to clause 4.1 of this Deed which provides for the appointment of the first Trustees, any subsequent Trustees shall be elected by Adult Members of Ngatiwai in accordance with this Deed.
2. Trustees must arrange and conduct Marae Elections to ensure that 14 Trustee positions must be filled in accordance with this Schedule 1 as to ensure that:
 - (a) the first Marae Elections must be completed prior to the date laid down in clause 4.1 of this Deed to allow the newly elected Trustees to take office from that date;
 - (b) the first Trustees (being the 14 signatories to this Deed) will stand down and Marae Elections shall be held to fill the thirteen vacancies at General Meetings constituted, inter alia, for the purpose of Marae Elections;
 - (c) the first Trustees may stand for election in the first Marae Elections if they so choose (subject to the rules in clause 4.2 of this Deed);

Marae Elections

3. Each Marae shall hold a Marae Election to elect a Trustee.
- 3.1 The Trust must determine in consultation with the Marae, a date or a specified time within which each Marae must hold its Marae Election, provided that no Marae Election may be held no later than 10 Working Days before the annual General Meeting of Ngatiwai. The Trust must ensure that the Marae holds its Marae Election at that date or within that specified time period.
- 3.2 The Trust must ensure that the notice procedures for each Marae Election must comply with paragraph 14 of this Schedule 1 and the Act.
- 3.3 Each Adult Member 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).
- 3.4 In any election of Trustees, Adult Members of Ngatiwai may only exercise one vote for their chosen nominee 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).
- 3.5 The highest polling nominee eligible for election for each Marae shall be elected as a Trustee for that Marae.
- 3.6 Where a Trustee has been elected in a manner inconsistent with the Act that Marae Election shall be deemed to be invalid and another Marae Election must be held in accordance with this Deed.
- 3.7 Should for any reason a Marae be removed from Schedule 2, Adult Members of Ngatiwai affiliating to that Marae must have the opportunity to select another Marae

LH

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 clause 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 Trustee (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 5.3(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

LH

- (b) by Voting Paper received by post or facsimile before 5pm on the Working Day prior to the General Meeting constituted, *inter alia*, for the purpose of a Marae Election.
10. All Adult Members shall be eligible to vote on any resolution required by 6.1(a) and 6.1(b) of this Deed and any votes cast shall be received:
- (a) by Voting Paper (not proxy) at a General Meeting; and
 - (b) by Voting Paper received by post or facsimile before 5pm on the Working Day prior to the General Meeting.
11. In the absence of any process adopted by the Trustees to the contrary any vote cast under 6.1(c) shall be cast by a show of hands at the General Meeting. However those exercising such a vote may be called upon by the Trustees to prove their affiliation to Ngatiwai and provide evidence that they are over 18 years of age in any such vote.

Nominations for Trustees

12. The Trust must, no later than 35 Working Days prior to a Marae Election, publicly notify Adult Members of Ngatiwai that nominations for the position of Trustee may be lodged. Any such nomination must include the written signature of both the candidate and the nominator and may not be withdrawn after it has been received. The nomination must:
- (a) contain details of the nominee's full name, address and contact number;
 - (b) include a declaration signed by the nominee that declares that the nominee is not a person who is precluded from holding office as a Trustee on the basis of one or other of these matters specified in clause 4.2 of the Deed;
 - (c) be accompanied by a brief statement containing details of experience and objectives relevant to the position of Trustee.
 - (d) include the name of the Marae to which the candidate is affiliated in accordance with clauses 5.1(a)(v) and 5.5(b) and on whose behalf the candidate intends to stand; and
 - (e) be endorsed by the Chairperson of the Marae referred to in paragraph 10(d).

Time for Nominations

13. Nominations for the position of Trustee may only be made by Adult Registered Members who are affiliated in accordance with clauses 5.1(a)(v) and 5.5(b) to the Marae on whose behalf the Marae Elections are being held and nominations must be received at the office of the Trust no later than 25 Working Days before the Marae Election is to be held, and
- (a) in the event that there is only one nomination eligible for election received for the position of Trustee for any of the Marae, the nominee for that Marae shall be deemed to be elected under the provisions of this Schedule 1 from the date of the General Meeting constituted, *inter alia*, for the purpose of a Marae Election;

L.H.
D:\1016.WWF.DOC48

- (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 8.1(a) and 8.1(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 Ngathwai 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 Ngathwai if there is to be a vote taken to ratify the constitutional documents of the Mandated hel 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 Ngathwai at every General Meeting (including for Marae Elections) taken under clause 8.1(a) and 8.1(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

L.H

(b) no vote cast under paragraph 9 of this Schedule 1 shall be finally counted unless the details provided on the Voting Paper (except the ancillary information) are correct and the affiliation of the voter to Ngathwai has been confirmed either:

(i) because that person is an Adult Registered Member at the time they cast their vote; or

(ii) if that person has applied at the time that their vote was cast, to become an Adult Registered Member, because their registration was accepted in accordance with clause 5.6.

except that a provisional result, disclosing the number of such persons and counting their votes for provisional purposes only may be declared at any time.

Secret Ballots

16. All Votes cast under clause 6.1(a) and 6.1(b) and cast in Māori Elections shall be conducted so as to ensure that:

- (a) the manner in which a vote is cast shall be known to the returning officer or persons assisting the returning officer, but not to others;
- (b) that the returning officer and those persons shall undertake to keep that information confidential; and
- (c) that the Voting Papers are destroyed by the returning officer after the date of completion of the final count under clause 15(b), plus a period of one month thereafter.

L.H.
D0611016.WVP.DOC:14

SCHEDULE 2
Recognised Marae of Ngathwai

Tuparehule
Ngakotonga
Otetao Rati
Gakura
Mokau
Whananaki
Matapouri
Ngunguru
Pataua
Takahawai
Omaha
Motairaho
Kawa
Punatuku



DEPARTMENT OF JUSTICE

Commercial Affairs Division Auckland

Private Bag Wellesley Street

Telephone 778-830

Lorne Towers

10-14 Lorne Street

In reply, please quote

AK.264082

CERTIFICATE RE CHANGE OF NAME

OF

THE NGATIWAU TRUST BOARD

I, **PAMELA 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-NGATIWAU TRUST BOARD which was incorporated on the 22nd day of November 1966, changed its name to THE NGATIWAU 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.


ASSISTANT REGISTRAR OF INCORPORATED SOCIETIES



Appendix C

Ngātiwai Trust Board

129 Port Road, Whangarei 0110, P O Box 1332, Whangarei 0140, New Zealand
Telephone +64 9 430 0939 Fax +64 9 438 0182
Email: ngatiwai@ngatiwai.iwi.nz Website: www.ngatiwai.iwi.nz



APPLICATION FOR REGISTRATION

I, the undersigned, being a member of Ngātiwai Iwi, hereby enrol myself and my dependants under the age of 18 as beneficiaries of the Ngātiwai Iwi.

1. PERSONAL DETAILS

TITLE	FIRST NAMES	SURNAME	MAIDEN NAME (if applicable)
DATE OF BIRTH	GENDER Male <input type="checkbox"/> Female <input type="checkbox"/>	STREET ADDRESS	
SUBURB	TOWN/CITY	COUNTRY	POSTAL CODE
POSTAL ADDRESS (if different from above)			
TELEPHONE ()	MOBILE ()	FACSIMILE ()	
EMAIL			
OCCUPATION In Employment <input type="checkbox"/> Self Employed <input type="checkbox"/> Unemployed <input type="checkbox"/> Homeperson <input type="checkbox"/> Superannuant <input type="checkbox"/> Beneficiary <input type="checkbox"/> Student <input type="checkbox"/>			
If EMPLOYED or SELF EMPLOYED enter what it is you do			

2. SPOUSE/PARTNER

TITLE	FIRST NAMES	SURNAME	MAIDEN NAME (if applicable)
DATE OF BIRTH	OCCUPATION	IWI	

3. DEPENDANTS

DEPENDANTS UNDER THE AGE OF 18 YEARS					OFFICE USE ONLY	
Full Name	Date of Birth	Gender	Living with Me	Relationship to Me	DB Entry	Reg No.

4. PRIVACY ACT

In accordance with the Privacy Act 1993, information herein is confidential and will not be made available to anyone else without your consent. Please note that there may be times when the Trust Board and your Marae would need to co-ordinate its data. If this occurs, do you consent to this information being shared with your Marae?

YES - I give my consent ☐ NO - I do not give my consent ☐

PLEASE COMPLETE PAGE TWO (overleaf) FOR VALIDATION OF YOUR REGISTRATION

5. VOTING PROCESS

To be eligible to vote for Ngātiwai Trust Board Trustees, you must:

A: Be registered with the Ngātiwai Trust Board. B: Identify the ONE Marae you will vote through.

FIRSTLY: Write ONE (1) to the Marae you will vote through SECONDLY: Tick [✓] all other Marae to which you whakapapa as well.

Kawa ☐ Matapouri ☐ Mōkau ☐ Motairehe ☐ Ngaio tonga ☐ Ngunguru ☐ Oākura ☐
Otetau ☐ Pākiri/Omaha ☐ Pātaua ☐ Punaruku ☐ Takahīwai ☐ Tūparehūa ☐ Whananāki ☐

NOTICE OF GENERAL MEETINGS

I wish to receive notices of General Meetings and Voting Papers: By Post ☐ From the Marae ☐

6. WHAKAPAPA

COMPLETE THE WHAKAPAPA FRAME THAT VALIDATES YOUR LINK TO NGĀTIWAI (WI)

Father	Paternal Grandfather	Paternal Great Grandfather
		Paternal Great Grandmother
	Paternal Grandmother	Paternal Great Grandfather
		Paternal Great Grandmother
Mother	Maternal Grandfather	Maternal Great Grandfather
		Maternal Great Grandmother
	Maternal Grandmother	Maternal Great Grandfather
		Maternal Great Grandmother

7. DECLARATION

I do solemnly declare that I am of the

Hapū, and therefore of Ngātiwai descent.

Signature:

Date:

NB: Application will be subject to verification processes determined by the Constitution and Policies of the Trust Board

8. SUBMIT APPLICATION

Post or return this Application Form to: Administrator, Ngātiwai Trust Board, 129 Port Road, P O Box 1332, Whangarei 0140, New Zealand.

OFFICE USE ONLY	Date received:	Whakapapa checked by:
	Voting Marae:	Date entered into Database:
	Registration Number:	

Appendix D

Kuini Cann

From: Andrew Hume [Andrew.Hume@apn.co.nz]
Sent: Thursday, 9 December 2010 4:43 p.m.
To: Kuini Cann
Subject: Booking #7881087 proof and price and advert on hold until confirmed thanks

Deadline is 2pm tomorrow. Thanks

NGATIWA TRUST BOARD TRUSTEE NOMINATIONS

Nominations are hereby called for the fourteen Māori trustees of the Ngatiwai Trust Board.

To be eligible, nominations must:

- Be registered members of the ngatiwai Trust Board.
- Be in writing and signed by the nominator and the nominee.
- Contain details of the nominee (full name, address and contact numbers).
- Include a declaration that the nominee is not precluded from holding office as a trustee.
- Be accompanied by a brief statement containing details of experience and objectives relevant to the position of trustee.
- Include the name of the Māori to which the nominee is affiliated and on whose behalf the nominee intends to stand.
- be endorsed by the Chairperson of the Māori.

Nominations cannot be withdrawn once submitted. Nominations should be addressed to the

**The Returning Officer
Ngatiwai Trust Board,
PO Box 1332,
171 Lower Dent St,
Whangarei.**

**and close on 23 December 2010.
Beneficiary registration forms can be
downloaded from
www.ngatiwai.net.co.nz**

Booking Summary


Booking #7881087

Publication: The Northern Advocate
Classification: Public Notices 535
Style: APN Bold1
Size: 14.5 x 2
Line Count: 36
Run Schedule: NAD:1x 11Dec2010

Account: NWA592765
Ngatiwai Trust Board
Ph. 09 4300939

Booking Number: 7979279 Zoom: 200%

Report Booking: 7



**TRUSTEE ELECTIONS
CLOSE OF VOTING**

Ngatiwai members are reminded that all votes regarding the Trustee Elections must be in the hands of the Returning Officer by 5pm on Friday 25 February 2011.

Voting papers can be delivered to the office at 171 Lower Dent St, Whangarei or posted to PO Box 1332 Freepost 236056, Whangarei 0140 or faxed to (09) 438-0182. Email votes are not acceptable.

**Moana MacDonald
Returning Officer**

Booking S

Booking #7979279
Publication: The No
Classification: Public
Style: APN Bold1
Size: 7.71 x 2
Line Count: 13
Run Schedule: NAD:

Booking Price: **\$195**
Amount Paid: **\$0.00**
Amount Owing: **\$195**

Runs

Wednesday, 16 Feb

Minutes of the Annual General Meeting of the Ngatiwai Trust Board held at Te Puna Maturanga, NorthTec on Saturday 19th March 2011 commencing at 9.30 am.

Karakia:

Mihi: K MacDonald

Mihi Whakatau: George Martin

Present:

Laly Haddon (Chairman), 12 Trustees and 48 Beneficiaries as per the attendance sheets. The Chairman confirmed that the attendance constituted a quorum as required by the Constitution.

Apologies:

T Waetford, P Waetford, A Gilbert, M Kiwikiwi, E Ngawaka, E Wellington, P Wellington, L Robinson, P Hatfield, S Thompson, Members of the Matapouri Marae, M Amos, K Amos, B Tamihana, W Hepi, S Burkhardt, M George, D Carpenter, H Pirihi, M Pirihi, D Pene, S Webster, M Keene, R Ngawaka, R Rundlett, A Rundlett, Rodney Munroe, T Munroe, Riki Munroe, D Munroe, M Munroe, T Munroe, J Taka, C Hepi, J Taka

Resolved

"That the apologies be sustained"

H Murphy/ A Moore - Carried

Minutes:

Resolved

"That the minutes of the Annual General Meeting held on 13 February 2010 be approved"

L Haddon/A Moore - Carried

Matters arising:

- Concern was expressed at the change in venue which had caused many of the attendees to be late for the meeting. The Chairman apologised for any inconvenience caused.

Financial Accounts for the year to 31 March 2101

The Auditor, Steve Bennett gave a presentation on the financial accounts for the year ended 31 March 2010. Concern was expressed regarding the deficit between the 2009 and 2010 years and Messrs Bryce Moffat and Wayne Peters explained the reasons for this. Concern was also expressed that the full financial statements were not available at the meeting. It was explained that these had been made available on the website, but it was generally felt that as many Beneficiaries did not have web access a hard copy of the accounts should be distributed. This was noted for future reference.

Wayne Peters also commented on the investment in the Oceans hotel advising that the intention was to bring into profit in a three year period and it was on track to do that.

It was noted that the audit report for the 2010 year was "clean" with no qualification.

Resolved

"That the Annual Report and Accounts for the year to 31 March 2010 be adopted"

H Munroe/M Henley – Carried

M Henley asked that her concern at the lack of a full set of accounts being available for inspection be noted.

Resolved

"That Steve Bennett and Associates Ltd be appointed as Auditors for the year to 31 March 2011"

H Munroe/ M Henley – Carried

Chairman's Report

The Chairman read his report to the meeting and commented briefly on its contents. He congratulated Hori Parata on his appointment to the Northland Conservation Board.

Resolved

"That the Chairman's report be received"

H Munroe/E Haika – Carried

Strategic Plan

Kris MacDonald gave a presentation on the Board's Strategic Plan for the 2011 – 2016 period and answered several questions from Beneficiaries on the content. He acknowledged the assistance of Merepeka Henley and Allan Moore in compiling the document.

Kris outlined the work currently being done on Ngatiwai's education profile which was being funded by a Ministry of Education Grant. He also explained the structure review which was currently underway.

There was considerable discussion on the consultation process required around the Strategic Plan as it was felt important that as much input as possible should come from the iwi rather than having the plan imposed by the Trustees. This was seen as a matter which individual Trustees should discuss with their respective marae. There was a suggestion that a Hui a Iwi be held to discuss the matter.

There was considerable discussion on the need to ensure that as many people as possible are registered. It was noted that a new beneficiary database was being constructed and that considerable effort was being made in this area. The Trustees were encouraged to give this priority as it was vitally important to the success of the Iwi.

There was discussion on the proposed Marine Park for Northland and the need to ensure that Ngatiwai's rights are protected. Wayne Peters commented on the action being taken in this area.

Trustee Election

The following Trustees were confirmed as a result of the recent election process:

Matapouri – Kris M MacDonald
Ngaioitonga – Merepeka Henley
Ngunguru – Erica Wellington
Otetao – Gary Reti
Pautaua – Himeona Munroe
Takahiwai – Grant Pirihi
Tuparehula – Kathy Pita
Whananaki – Allan Moore
Kawa – George Ngawaka
Mokau – Eta Halka
Motairehe – Marilyn Stephens
Oakura – Henry Murphy
Omaha – Laly Haddon
Punaruku – Hadyn Edmonds

There being no further business the meeting closed at 1.40pm

Minute Secretary

Chairman



NGATIWAI TRUST BOARD

TRUSTEE NOMINATIONS – MOKAU MARAE

Nominations are hereby called for the extraordinary vacancy which exists for a Trustee to represent the Mokau Marae on the Ngatiwai Trust Board.

To be eligible, nominations must:

- Be registered members of the Ngatiwai Trust Board
- Be in writing and signed by the nominator and the nominee.
- Contain details of the nominee's full name, address and contact numbers.
- Include a declaration that the nominee is not precluded from holding office as a trustee.
- Be accompanied by a brief statement containing details of experience and objectives relevant to the position of trustee.
- Include the name of the Marae to which the nominee is affiliated and on whose behalf the nominee intends to stand.
- be endorsed by the Chairperson of the Marae.

Nominations cannot be withdrawn once submitted.

Nominations should be addressed to the
The Returning Officer
Ngatiwai Trust Board,
PO Box 1332,
171 Lower Dent St,
Whangarei.

and close on 12 July 2011.

A nomination form can be downloaded from the Trust's web site at www.ngatiwaiiwi.co.nz

DRAFT

Minutes of the Annual General Meeting of the Ngatiwai Trust Board held at Te Puna Matauranga, NorthTec on Saturday 3 September 2011 commencing at 9.30 am.

Karakia:

Mihi: K MacDonald

Mihi Whakatau: George Martin

Present:

Laly Haddon (Chairman), 9 Trustees and 40 Beneficiaries as per the attendance sheets. The Chairman confirmed that the attendance constituted a quorum as required by the Constitution.

Apologies:

R Walters, M Henley, T Teokotal, K Pita, E Ngawaka, Narella ?, B Totara , J Mackie, M Rameka, M Reed, K Hoani, A Taungapeau, H Munroe, T Moanaroa, E Linden, G Davis, A Davis, H Parata, H Rapata, E Reti.

Resolved

"That the apologies be sustained"

L Haddon/ H Murphy - Carried

Minutes:

Resolved

"That the minutes of the Annual General Meeting held on 19 March 2011 be approved"

L Haddon/G Ngawaka – Carried

Chairman's Report

The Chairman read his report to the meeting and commented briefly on its contents.

Financial Accounts for the year to 31 March 2011

Bryce Moffat of Spire Chartered Accountants gave a presentation on the Annual Accounts for the year ended 31 March 2011 and explained the variances between the 2010 and 2011 years. Several questions were asked on the content of the Annual Report and these were answered by Bryce Moffat and Wayne Peters. Among the matters discussed were:

- The Directorships on the subsidiary Boards and possible conflicts of interest arising as a result of Messrs Moffat and Peters being Directors. This fact was noted by Trustees who were satisfied that there were no undeclared conflicts, however the concern was noted and it was agreed that the matter would be kept under review.
- The tender process for the Group accounting work and the Audit. It was noted that the Group now had one Accountant and one Auditor and monthly consolidated reporting which was a significant improvement over the previous year.
- The tendering of the Board's legal work was questioned. Trustees advised that this had been considered, however in their view the Board was well served by the current solicitors. Better disclosure was requested on legal expenses in the 2012 Annual Report.
- The performance of the Fishing Company was questioned. It was noted that the Ngatiwai Fishing Company had historically performed considerably better than those of other iwi.
- The reporting requirements of the Constitution. It was noted that the Annual report was a considerable improvement on the previous year and that the concerns expressed at the previous AGM had been taken on board.
- The need for Trustees to be held accountable and for questions on the Board's performance to be directed through them.
- The projected results for the 2012 year which were expected to be in profit.
- The financial arrangements made regarding the Marina Room at Oceans Hotel. It was noted that the purchase of the hotel would not have been possible without this arrangement and that it had been the subject of due diligence before the Trustees made the decision to proceed.
- Governance systems in place and procedures to prevent potential conflicts of interest. It was noted that such systems would become even more important as the Board grew in size.
- Communication by Trustees of matters raised at Board meetings. It was agreed that procedures were required to determine which information could be communicated and which could not. It was noted that such protocols were being developed at present.
- The sponsorship given by Oceans Hotel and Oceans Seafood to the NZ Maori game during the year. Wayne Peters explained the background to this and the positive publicity which had been achieved as a result.

It was noted that the audit report for the 2010 year was "clean" with no qualification.

Resolved

"That the Chairman's Report and the Annual Report and Accounts for the year to 31 March 2011 be adopted"

M Hoani/K MacDonald – Carried

Trustee Election

Donna Tamaki was confirmed as the Trustee for the Mokau Marae as a result of the recent election process. Her alternate will be Adrienne Taungapeau.

Trust Deed Review

Wayne Peters summarised the changes made as a result of the Trust Deed review which were mainly in the areas of Board elections and making provision for electronic voting. He pointed out that the revised Deed was available for inspection on the Board's web site. He also noted that the Deed had to be approved by TOKM before final adoption and that a Special General Meeting would be required to adopt the Deed when this approval had been received. It was agreed that a "marked up" copy of the Deed would be placed on the web site so that the changes could be better identified.

Strategic Plan

Kris MacDonald gave a presentation on the Board's Strategic Plan for the 2011 – 2016 period and commented particularly on the progress made over the preceding six months towards the various goals which had been identified.

There followed considerable discussion on the plan and in particular the degree of consultation required to ensure that the plan was representative of the wider iwi view. It was agreed that small consultative committees be established to assist in this process, particularly in the areas of education, health and whakapapa. Several of those present offered their services in these areas.

Education Scan

Erica Wellington gave a presentation on the Education Scan which her Company had recently carried out within the Ngatiwai rohe and which had been funded by the Ministry of Education (MOE). She outlined the various recommendations resulting from the report and advised that further funding had been obtained from the MOE to put in place an Education Strategy. This work would commence shortly and an advisory group would be recruited to assist with the process.

Treaty Claims Process

Wayne Peter gave a presentation on the Treaty Claims process and there followed discussion on the structure to be adopted. It was agreed that it was vital for success that a united approach be adopted. There was discussion on the approach to negotiations and Wayne Peters advised that the negotiators should not be given inflexible terms of reference, but should be allowed to use their discretion in order to obtain the best settlement. He pointed out that there was a requirement for negotiators to report back, hence there would be an opportunity to discuss strategy on an ongoing basis. Mook Hoeneck offered assistance based on his experience with Ngati Manuhiri.

There followed discussion on resolutions which had been passed at a hui of Kuia and Kaumatua which had been held on the previous day, and Robert Carpenter asked if he could read the resolutions to the meeting. It was agreed that this would not be appropriate as the discussion which had taken place was not relevant to the present meeting. The resolutions and attendance register were tabled for Trustees to consider. It was felt that the resolutions which had been passed at the meeting on 2 September had not passed in the light of the information which had just been presented on the Claims process, and that they would likely not have been passed if this information had been available. It was noted that a further meeting of Kuia and Kaumatua had been arranged for 23 September 2011. Strong support was expressed from Kuia and Kaumatua present for the direction the Board was taking on the Treaty claims.

Jim Peters asked that work done on the W 262 Claim be acknowledged and this was agreed.

There being no further business the meeting closed at 3.35 pm

Minute Secretary

Chairman



NGATIWAI TRUST BOARD TRUSTEE NOMINATIONS TAKAHIWA, MOTAIREHE MARAE

Nominations are hereby called for the vacancies which exists for Trustees to represent the Takaahiwa, Motairehe Marae on the Ngatiwai Trust Board.

To be eligible, nominations must:

- Be registered members of the Ngatiwai Trust Board
- Be in writing and signed by the nominator and the nominee.
- Contain details of the nominee's full name, address and contact numbers.
- Include a declaration that the nominee is not precluded from holding office as a trustee.
- (i) is of sound mind;
- (ii) is not a person whose affairs are subject to the Protection of Personal and Property Rights Act 1988;
- (iii) is fit and able to act as a Trustee;
- (iv) is not an undischarged bankrupt or the subject of other conditions imposed under the Insolvency Act 2006;
- (v) has never been convicted of an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961;
- (vi) has never been convicted of an offence under section 373(4) of the Companies Act 1993;
- (vii) is not a person disqualified from being registered as an officer in accordance with section 16 of the Charities Act 2005;
- Be accompanied by a brief statement containing details of experience and objectives relevant to the position of trustee.
- Include the name of the Marae to which the nominee is affiliated and on whose behalf the nominee intends to stand.
- Be endorsed by the Chairperson of the Marae.

Nominations cannot be withdrawn once submitted.

Nominations should be addressed to the:

The Returning Officer
Ngatiwai Trust Board,
PO Box 1332,
171 Lower Dent St,
Whangarei 0140.

And close on 11th June 2012.

A nomination form can be downloaded from the Trust's web site at www.ngatiwai.tki.nz

Minutes of the Annual General Meeting of the Ngatiwai Trust Board held at Te Puna Matauranga, NorthTec on Saturday 29 September 2012 commencing at 10.00 am.

Karakia:

Mihi: R Carpenter

Mihi Whakatau: George Martin

Present:

Haydn Edmonds (Chairman), 9 Trustees and 63 Beneficiaries as per the attendance sheets. The Chairman confirmed that the attendance constituted a quorum as required by the Constitution.

Apologies:

L Haddon, M Hohneck, D Tamaki, A Moore, C Milner, D Harding, M Pitman, K Pitman, G Davies, N Reed, D Rata, C Moani, T Going, C Heteraka, H Stone, M Rata, P Armstrong, G Greenland, D Nehua, T Davis, P Whakatau, T Sadler, O Ngawaka, R Ngawaka, H Munroe, B Thompson, A Smith, M Kerepeti, J Mackie, N Ollard, A Pitman, G Pitman, R Wellington, D Rapata, M Pita, R Pita, M Pita, H Murray, W Murray, E Sadler, E Retimana.

Resolved

"That the apologies be sustained"

H Edmonds/ H Murphy - Carried

Minutes:

Resolved

"That the minutes of the Annual General Meeting held on 2 September 2011 and the Special General Meeting held on 31 March 2012 be approved"

L Haddon/H Murphy – Carried

I Waetford abstained from voting and asked that this be noted. It was noted that the date shown on the Special General Meeting was 3 March 2012 and not 31 March 2012.

Chairman's Report

The Chairman read his report to the meeting and commented briefly on its contents. He also read an email which had been received from Huhana Seve regarding the suggested Trust Deed amendments and in particular those relating to the authority of the Board to settle. He noted that this subject would be debated later in the meeting.

Financial Accounts for the year to 31 March 2012

Bryce Moffat of Spire Chartered Accountants gave a presentation on the Annual Accounts for the year ended 31 March 2012 and explained the variances between the 2011 and 2012 years. Several questions were asked on the content of the Annual Report and these were answered by Bryce Moffat and Wayne Peters. Among the matters discussed were:

- The date of the Trust Deed shown on page 13 of the Annual Report as 22 November 1966 needs to be checked and verified,
- The need for a summarised version of the accounts to appear in the Annual Report. It was pointed out that the published Report has to comply with Financial Reporting Standards.
- The market value of the quota at \$7 million compared to the value shown in the accounts of \$4.8 million.
- The performance of Oceans was questioned, and in particular whether it was being run as efficiently as possible. Management commented on the measures being taken to reduce costs and improve efficiency. It was pointed out that the financial results had been affected by an extremely poor summer.
- The transactions relating to the Ruakaka Lands Company, their history and the relationships of Bryce Moffat and Wayne Peters with the Company.
- Whether an alternative operational model had been considered to improve efficiency. Wayne Peters commented that there were constraints imposed by the resource consent and by the body corporate, and it was considered that the current model was the most efficient under the circumstances..
- The likely future profitability of the hotel. It was pointed out that the hotel was expected to operate profitably in future, however that investment was strategic and created opportunities for future tourist developments..
- The expected returns from the investment in the Westpac building and the earthquake rating of the building which was one of the best in town.
- The improved quality of the Annual Report.

It was noted that the audit report for the 2012 year was “clean” with no qualification.

Resolved

“That the Chairman’s Report and the Annual Report and Accounts for the year to 31 March 2012 be adopted”

H Edmonds/H Rapata – Carried

Trustee Election

Hori P Mahanga was noted as the alternate for Himiona Munroe who had resigned during the year due to ill health. Michael Leuluai and Andrea Munro were confirmed as Trustees for Takahiwai and Motairehe respectively.

Trust Deed Review

Wayne Peters summarised the changes proposed as a result of the Trust Deed review which were mainly in the areas of asset resettlement, registration and voting and the Trustee nomination process. He also highlighted the clauses clarifying the Board's authority to prosecute claims, advising that while this existed under the current deed it was not clear. He pointed out that a Deed of Mandate would still be required before proceeding to negotiations on settlement, and that the Trust Deed in no way affected individual claims.

There followed lengthy discussion on the proposed changes to the Trust Deed, and in particular to the change to the nomination process and the Board's ability to prosecute claims. There was a strong feeling expressed that there had been insufficient consultation on these matters and that a Hui a Iwi should be convened specifically to discuss them. Having listened to the discussion and considered the points made the Chairman announced that a Hui a Iwi would be called to discuss the changes in depth. The meeting acknowledged this by acclamation.

Strategic Plan

The Chairman advised that a progress report on the strategic plan would be available shortly on the web site.

Education Project

The Chairman advised that a progress report on the education project would be available shortly on the web site. The Education Team were congratulated on the progress being made in their area.

Communication Project

Merepeka Henley gave a brief presentation on the communication project outlining the history of the project and the achievements to date.

Restructuring

The Chairman advised that an outline of the restructuring which was currently underway would be placed on the web site.

Closing remarks

The Chairman outlined the process being followed by the Board in proceeding to settlement. He explained that a Treaty Claims Manager was being recruited to prepare a document which would then be the subject of wide consultation. He commented on scaremongering regarding the Board's motives, advising that this was unjustified and without foundation. He assured the beneficiaries that the Board always acted with their best interests at heart.

The meeting closed at 2.15 pm with a Karakia by George Martin

Minute Secretary

Chairman

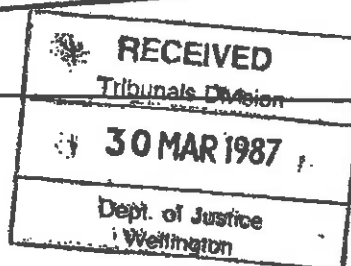
Appendix E

R.NO 235 Whangarei

27 March 1987

To
The Secretary
Waitangi Tribunal
Tribunals Division
Justice Department
Private Bag
Postal Centre
WELLINGTON

Claim
WAI 244



Dear Sir,

NGATIWAI TRUST BOARD

Introduction

The Ngatiwai Trust Board hereby gives notice of intent to submit to the Tribunal several claims in respect of tribal land, forest and marine resources currently held in Crown ownership throughout the Ngatiwai district.

Time has not allowed preparation of detailed claims and submissions but areas already identified for investigation include:-

1. Poor Knights Island and Marine Reserve - Tawhiti Rahi and Aorangi
2. Great Barrier Island (crown holdings and administration)
3. Little Barrier Island - Hauturu
4. Mimiwhangata Farm Park
5. Mimiwhangata Marine Reserve
6. Whangaruru North Head
7. Pataua Island
8. Motutara - Whananaki North
9. Spithills and Oriwa Blocks - Whananaki South
10. Ngunguru Spit
11. Hen and Chickens Group - Marotere
12. Punaruku State Forest
13. Opuawhanga State Forest
14. Puhipuhi State Forest
15. Mokohinau Islands

.... /2

NGATIWAI TRUST BOARD

P.O. Box 1077, Whangarei.

Telephone: 486-923

"Ki te tuoho koe he maunga teitei"

Trust Board Role

The Trust Board role and functions are outlined in the Trust Deed and Development Plan attached. The 7 Marae affiliated to the Board at the time of restructuring in 1984 has increased to 10 with the appointment of Trustees for Ngunguru, Pataua and Takahiwai. Pakiri Matapouri and Great Barrier Island remain to affiliate.

Development Projects

Each of the development projects outlined in the plan are making good progress and operating at developmental stages. All projects being integrated towards whanau development, are inter-dependent so that impacts on any one project would have considerable impact on each of the others, and thus on the aspirations of the Board for tangata whenua of each of the affiliated Marae communities.

Corporatisation

The Board is to meet with the Conservator of Forests regarding the Punaruku State Forest which is to be included in the new Forestry Corporation. We are unable to discover the future of the Opuawhanga State Forest.

Although we understand the Department of Conservation will be responsible for foreshores, we are unable to discover the future of significant coastal lands, islands and reserves the development and administration of which will have considerable impact on the future of, and planning for the Tangata Whenua of Ngatiwai.

In these circumstances, the Board objects strenuously to current corporatisation proposals by the Crown. As there appears to be no present or other effective redress, we hope the Tribunal will accept this notice of intent as an application to investigate Crown ownership of all those areas listed and others to be identified, and the equity of the Crown imposing (at a critical time in terms of our development planning), added confusion and conflict to efforts of an iwi making sound progress towards self determination.

Research Funding

The Board's priority along with development projects, is the training and education of our people. Its role as a TAPS Training Provider currently support 2 administrative and training staff plus a clerk/typist. Investigation, research, and preparation of the Ngatiwai claim would require a full time research worker. As the Board would not have the funds to support such a worker, it would be appreciated if the Tribunal could provide information on options available in this respect, and also some guidelines on the preparation and content of such claims.

3.

Muriwhenua Incorporation Claim

In conclusion, the Board would like to register its total support for the claim by the Muriwhenua Incorporation, and also all Maori submissions on the issue of Fisheries Management. We have been unable to address the issue in depth because of lack of staff, and because we were, and remain uninformed of Tribunal procedures. We would be very grateful if you could let us have information available on current and past claims in order to assist in preparation of our own, as well as to assist in supporting those which will have impact in areas of common concern.

Yours faithfully

L. Palmer.

(Lucy Uru Palmer)
Trustee with Planning and Development Portfolio
NGATIWAI TRUST BOARD

P. Hoskins

Patuone Hoskins
CHAIRMAN NGATIWAI TRUST BOARD

Copies To:

Hon. David Lange
Hon. Koro Wetere
Hon. Colin Moyle
Hon. Peter Tapsell
Hon. Russell Marshall
Dr Bruce Gregory
Mr Matiu Rata
Sir Graham Latimer

Appendix F

WAITANGI TRIBUNAL

Wai 244
formerly A&E 1987/79

CONCERNING

the Treaty of
Waitangi Act
1975

AND

the claim of
Ngati Wai
Trust Board
near Whangarei

MEMORANDUM-DIRECTIONS OF TRIBUNAL

This is a general notice of intention to submit a claim in respect of Crown and State Enterprise land and also fisheries in the Ngati Wai district near Whangarei. A number of areas have been identified for investigation but a formal claim has yet to be completed.

Other claims have been filed however that are expressed as ancillary to the Ngati Wai claim, and accordingly it is necessary that this matter be now admitted to the Register.

There is a direction that this claim be now admitted to the Register as Wai 244. The Registrar may defer any action on this claim however until further particulars have been filed.

DATED at Wellington this 11th day of November 1991


Chief Judge RTJ Durie
Chairperson
WAITANGI TRIBUNAL

Appendix G

IN THE WAITANGI TRIBUNAL

WAI 244

IN THE MATTER OF: the Treaty of Waitangi
Act 1975

AND

IN THE MATTER OF: Stage III of the Tribunal's
Kaipara Inquiry

IN THE MATTER OF: of a claim by/or on behalf
of Te Iwi o Ngatiwai by the
NGATIWA TRUST
BOARD a Charitable Trust
pursuant to the Charitable
Trust Act 1957

AMENDED STATEMENT OF CLAIM

Dated 30 July 2000

(S M HENDERSON)
Counsel Acting: Greg Davis

HENDERSON REEVES
SOLICITORS
TOP FLOOR STATE INSURANCE BUILDING
96 BANK STREET
WHANGAREI
DX AP24505

Telephone 09-4381979
Facsimile 09-4386420

Rec'd
WTab
31/7/00

The Claimants by their Solicitor says:

The Claimants

1. This claim and other were originally filed in the Waitangi Tribunal by the Lucy Uru Palmer and Patuone Hoskins on behalf of the Ngatiwai Trust Board ("the Board").
2. The Board is a charitable trust pursuant to the Charitable Trusts Act 1957.
3. That portion of Ngatiwai's claims that are covered by Stage III of the Kaipara Inquiry will be prosecuted on behalf of Ngatiwai ("the claimants") by the Board's Chairperson Laly Paraone Haddon.

The Claimants' traditional rohe

4. The claimants say their traditional tribal rohe is defined as follows:

"Timata mai a Ngatiwai mai i Te Rawhiti ka rere ki te tonga i te takutai moana tae noa ki Omaha ka whiti atu ki Hauraki, ki Aotea me nga motu maha i taua moana. Ko Pokohinu tetahi, ko Hauturu ko Taranga me Marotere, ko Tawhitirahi me Aorangi me etahi atu o nga tini moutere o Ngatiwai.

A Ngatiwai he iwi tawhito. I puta mai i enei tupuna. A Tahuhunuiarangi, a Tamatea, a Manahi. E pa hoki ana matou ki Tainui. I roto i enei ahuatanga ko te rangatiratanga me te mana o Ngatiwai nui tonu."

5. The claimants traditional tribal rohe incorporates, but is not limited to, the area the subject of Stage III of the Waitangi Tribunal's Kaipara Inquiry.

The Treaty of Waitangi

6. The forebears of the claimants, along with the forebears of the Crown were parties to the Treaty of Waitangi signed at Waitangi on 6 February 1840, and elsewhere.
7. The Maori version of the Treaty of Waitangi provided, *inter alia*, that :

"KO TE TUATAHI

Ko nga Rangatira o te wakaminenga me nga Rangatira katoa hoki kihai i uru ki taua wakaminenga ka tuku rawa atu ki te Kuini o Ingarani ake tonu atu--te Kawanatanga katoa o o ratou wenua.

KO TE TUARUA

Ko te Kuini o Ingarani ka wakarite ka wakaae ki nga Rangatira ki nga hapu--ki nga tangata katoa o Nu Tirani te tino rangatiratanga o o ratou wenua o ratou kainga me o ratou taonga katoa. Otia ko nga Rangatira o te wakaminenga me nga Rangatira katoa atu ka tuku ki te Kuini te hokonga o era wahi wenua e pai ai te tangata nona te Wenua--ki te ritenga o te utu e wakaritea ai e ratou ko te kai hoko e meatia nei e te Kuini hei kai hoko mona.

KO TE TUATORU

Hei wakaritenga mai hoki tenei mo te wakaatanga ki te Kawanatanga o te Kuini--Ka tiakina e te Kuini o Ingarani nga tangata maori katoa o Nu Tirani ka tukua ki a ratou nga tikanga katoa rite tahi ki ana mea ki nga tangata o Ingarani.

8. The English version of the Treaty of Waitangi provided, *inter alia*, that:

"ARTICLE THE FIRST

The Chiefs of the Confederation of the United Tribes of New Zealand and the separate and independent Chiefs who have not become members of the Confederation cede to Her Majesty the Queen of England absolutely and without reservation all the rights and powers of Sovereignty which the said Confederation or Individual Chiefs respectively exercise or possess, or may be supposed to exercise or to possess, over their respective Territories as the sole Sovereigns thereof.

ARTICLE THE SECOND

Her Majesty the Queen of England confirms and guarantees to the Chiefs and Tribes of New Zealand and to the respective families and

individuals thereof the full exclusive and undisturbed possession of their Lands and Estates Forests Fisheries and other properties which they may collectively or individually possess so long as it is their wish and desire to retain the same in their possession; but the Chiefs of the United Tribes and the individual Chiefs yield to Her Majesty the exclusive right of Pre-emption over such lands as the proprietors thereof may be disposed to alienate at such prices as may be agreed upon between the respective Proprietors and persons appointed by Her Majesty to treat with them in that behalf.

ARTICLE THE THIRD

In consideration thereof Her Majesty the Queen of England extends to the Natives of New Zealand Her royal protection and imparts to them all the Rights and Privileges of British Subjects.

9. The Crown had a duty in terms of the Treaty of Waitangi to:
- a) guarantee and preserve the te tino rangatiratanga of the rangatira of Ngatiwai;
 - b) guarantee and preserve the te tino rangatiratanga of the hapu of Ngatiwai;
 - c) guarantee and preserve the te tino rangatiratanga of the families of Ngatiwai;
 - d) guarantee and preserve the te tino rangatiratanga all persons of Ngatiwai;
 - e) extend to the rangatira of Ngatiwai Her Majesty's Royal protection;
 - f) extend to the hapu of Ngatiwai Her Majesty's Royal protection;
 - g) extend to the families of Ngatiwai Her Majesty's Royal protection;
 - h) extend to the individuals of Ngatiwai Her Majesty's Royal protection;

- i) impart to the rangatira of Ngatiwai the rights and privileges of British subjects;
 - j) impart to the hapu of Ngatiwai the rights and privileges of British subjects;
 - k) impart to the families of Ngatiwai the rights and privileges of British subjects;
 - l) impart to the individuals of Ngatiwai the rights and privileges of British subjects;
10. The guarantees, obligations and privileges set out in the Treaty of Waitangi extended to, but were not limited to, the Crown's obligations to preserve the te tino rangatiratanga of each of the rangatira, hapu, whanau or individuals, as the case may require, in respect of their:
- a) land; and/or
 - b) estates; and/or
 - c) forests; and/or
 - d) fisheries; and/or
 - e) other properties; and/or
 - f) whenua; and/or
 - g) kainga; and/or
 - h) taonga katoa.
11. The guarantees, obligations and privileges set out in the Treaty of Waitangi were extended, but were not limited, to the Crown's obligations to :

- a) take active and positive steps for the protection of whenua;
 - b) take active and positive steps for the protection of all kainga;
 - c) take active and positive steps for the protection of all taonga;
 - d) take active and positive steps for the protection of land;
 - e) take active and positive steps for the protection of estates;
 - f) take active and positive steps for the protection of forests;
 - g) take active and positive steps for the protection of fisheries;
 - h) take active and positive steps for the protection of other properties;
 - i) take active and positive steps to redress past breaches of the Treaty of Waitangi;
 - j) conserve its capacity to honour its Treaty responsibilities;
 - k) to make informed decisions so that proper regard is had to the impact of the principles of the Treaty of Waitangi.
12. The principles of the Treaty impose a continuing obligation on the Crown to take active and positive steps to assist in the preservation of the te tino rangatiratanga of the

rangatira, the hapu, the families and the individuals of Ngatiwai.

13. The principles of the Treaty impose a continuing obligation on the Crown to take active and positive steps to assist in the preservation of the te tino rangatiratanga of the rangatira, the hapu, the families and the individuals of Ngatiwai, including te tino rangatiratanga over lands, estates, forests, fisheries, other properties, whenua, kainga, me o ratou taonga katoa.
14. These obligations include ensuring that the te tino rangatiratanga of the rangatira, the hapu, the families and the individuals of Ngatiwai, has a secure place in New Zealand society.

Breaches of the Treaty of Waitangi

15. The claimants say that they are Maori, or a group of Maori, and that they have been prejudicially affected by each, or any of:
- a) ordinances of the General Legislative Council of New Zealand; ordinances of a Provincial Legislative Council of New Munster; provincial ordinances; and Acts (whether or not still in force) passed on or after 6 February 1840; and/or
 - b) regulations, orders, proclamations, notices, or other statutory instruments, made, issued, or given at any time on or after 6 February 1840 under ordinances or Acts referred to in paragraph (a) above; and/or
 - c) policies or practices (whether or not still in force) adopted by or on behalf of the Crown, or by policies

or practices proposed to be adopted by or on behalf of the Crown; and/or

- d) acts, and/or omissions at times on or after 6 February 1840, or acts or omissions proposed to be done by or on behalf of the Crown on or after 6 February 1840, by or on behalf of the Crown.

16. The claimants say that the ordinances, Acts, regulations, orders, proclamations, notices or other statutory instruments, and/or the policies or practices, and/or the acts or omissions, were or are inconsistent with the principles of the Treaty of Waitangi.

17. On many occasions since the signing of the Treaty of Waitangi there has been acts, and/or omissions, by, or on behalf of the Crown in relation to te tino rangatiratanga of Ngatiwai which were in breach of the Treaty of Waitangi.

Particulars of Loss and Breaches of the Treaty of Waitangi

First claim against the Crown: The Purchase of the Mangawhai Block: Failure to actively protect taonga

18. The various acts, policies and omissions by or on behalf of the Crown that promoted and resulted in the purchase by the Crown of the Mangawhai Block in 1854.

Particulars

- a) by instruction from the Colonial Secretary, JG Johnson was sent to Whangarei to negotiate the purchase of as extensive a block of land as possible;
- b) those instructions required Johnson not to complete the purchase until it had received the approval of the

Surveyor General as to price paid, the reserves made and other particulars;

- c) by further instruction the Colonial Secretary asked Johnson to ensure that a clause would be inserted in any deed of purchase reserving to Maori, including Ngatiwai ten percent of future proceeds which may be realised from the sale of the land

19. The Colonial Secretary's instruction to negotiate the purchase of as extensive a block of land as possible was not in accordance with the Crown's duty or duties to:

- a) actively protect the taonga of Ngatiwai;
- b) guarantee and preserve the tino rangatiratanga of the rangatira and hapu of Ngatiwai in respect of that taonga;

20. That despite the Colonial Secretary's instruction to not complete the Mangawhai purchase until it had received the approval of the Surveyor General as to price paid, reserves made and other particulars, approval of the Surveyor General was not obtained as to price paid, reserves made and other particulars, as aforesaid.

21. In the context of the Crown's obligations pursuant to the Treaty of Waitangi the "other particulars" referred to by the Colonial Secretary included, but were not limited to a duty on the part of the Crown to ensure there was a sufficient land base for Ngatiwai's continued occupation in both Mangawhai and elsewhere.

Wherefore The Claimants Claim Against The Crown:

- (i) An enquiry as to damages both economic and otherwise as that has affected Ngatiwai;
- (ii) Such other relief as this Tribunal considers just;
- (iii) A recommendation as to costs in favour of the claimants.

Second and additional claim against the Crown: The Purchase of the Mangawhai Block: Failure to survey or properly survey the Mangawhai Block prior to purchase.

22. The omission of the Crown in ensuring that the Mangawhai Block was fully and correctly surveyed prior to sale:

Particulars

- (a) The Crown's omission to ensure an approved and properly surveyed plan of the available prior to the sale being completed;
- (b) The utilisation by the Crown or its agents of a sketch map such sketch map failed to show the reserves land for Ngatiwai and which subsequently resulted in the Crown claiming ownership of those reserves;
- (c) The identification of boundaries by a "huru" method resulted in land not included in the Mangawhai block and belonging to a Ngatiwai tipuna Arama Karaka being claimed by the Crown;

- (d) The Crown's omission in failing to obtain all necessary consents from Tangata Whenua to the complete survey of the Mangawhai Block.

Wherefore The Claimants Claim Against The Crown:

- (i) An enquiry as to damages both economic and otherwise as that has affected Ngatiwai;
- (ii) Such other relief as this Tribunal considers just;
- (iii) A recommendation as to costs in favour of the claimants.

Third and additional claim against the Crown: The Purchase of the Mangawhai Block: Failure to pay a fair purchase price

23. The omission of the Crown in failing to pay a fair price for the Mangawhai block.

Particulars

- (a) The Crown's policy of pre-emption had the effect of providing a land purchasing monopoly to the Crown;
- (b) The Crown's land purchasing monopoly resulted in the Crown paying as little as five shillings per acre for land in the Mangawhai block;
- (c) five shillings per acre did not represent the equivalent price paid by non Maori for the land;

Wherefore The Claimants Claim Against The Crown:

- (i) An enquiry as to damages both economic and otherwise as that has affected Ngatiwai;
- (ii) Such other relief as this Tribunal considers just;
- (iii) A recommendation as to costs in favour of the claimants

Fourth and additional claim against the Crown: The Purchase of the Mangawhai Block: Failure to provide reserves

24. It was an express provision of the Deed of purchase that reserves of land would be provided for Ngatiwai.
25. Those reserves were to ensure that Ngatiwai would not be left without land and that their tino rangatiratanga would be preserved.

Wherefore The Claimants Claim Against The Crown:.

- (i) An enquiry as to damages both economic and otherwise as that has affected Ngatiwai;
- (ii) Such other relief as this Tribunal considers just;
- (iii) A recommendation as to costs in favour of the claimants.

Fifth and additional claim against the Crown: The Purchase of the Mangawhai Block: Failure to pay ten percent of future sale proceeds to Ngatiwai

26. The Colonial Secretary failed to ensure that a clause was inserted in any deed of purchase reserving to Maori, including Ngatiwai ten percent of future proceeds which may be realised from the sale of the land.
27. The Colonial Secretary failed to ensure that ten percent of future proceeds which may be realised from the sale of the land were reserved for Ngatiwai.

Wherefore The Claimants Claim Against The Crown:

- (i) An enquiry as to damages both economic and otherwise as that has affected Ngatiwai;
- (ii) Such other relief as this Tribunal considers just;
- (iii) A recommendation as to costs in favour of the claimants.

This AMENDED STATEMENT OF CLAIM is filed by STUART McDONALD HENDERSON (Counsel Acting: Greg Davis), Solicitor for the Plaintiff of the firm Henderson Reeves. The Plaintiff's address for service is at the office of Henderson Reeves, Top Floor State Insurance Building, 96 Bank Street, PO Box 11, DX AP24505, Whangarei.

Appendix H

IN THE WAITANGI TRIBUNAL

IN THE MATTER
OF:

**The Treaty of Waitangi
Act 1975**

AND

IN THE MATTER
OF:

**The Wai 244 Claim of
the Ngatiwai Trust
Board**

AMENDED STATEMENT OF CLAIM

Dated 29 August 2008

The claimants address for service is:

**Wayne W Peters & Associates
5th Floor, 30-34 Rathbone Street,
DX AP24627, PO Box 5053,
Whangarei 0140**

Solicitor Acting: Wayne W Peters

**Phone: (09) 438 8998
Facsimile (09) 438 8990**

SECTION 1: SCOPE AND NATURE OF CLAIM.....	3
1.1 Amendment to Existing Statement of Claim	3
1.2 Meaning of Te Iwi o Ngatiwai Claimant	3
1.2.1 Definition of Te Iwi o Ngatiwai Claimant	3
1.2.2 Related Definitions	5
1.3 Statement of Claim Defines Te Iwi o Ngatiwai Historical Claims.....	6
1.4 Relationship to Certain Rights	9
1.5 Aboriginal Title and Customary Rights Not Affected by Claim	10
1.6 Nature of Claim	11
1.6.1 Claim	11
1.6.2 Research	11
1.6.3 Te Iwi o Ngatiwai Acknowledgements	11
SECTION 2: REDRESS SOUGHT	12
Parties to be Notified	13

The Claimants by their solicitor say:

SECTION 1: SCOPE AND NATURE OF CLAIM

1.1 AMENDMENT TO EXISTING STATEMENT OF CLAIM

- (a) This is an amendment to an existing Statement of Claim. The original claim was filed by Lucy Uru Palmer and Patuone Hoskins on behalf of the Ngatiwai Trust Board ("NTB") on 30 March 1987.
- (b) NTB is a Mandated Iwi Organisation pursuant to the Maori Fisheries Act, and is constituted in a manner compliant with that Act. NTB is lodging this claim on behalf of Te Iwi o Ngatiwai.
- (c) This claim was previously amended on 30 July 2000.
- (d) We request that this claim be heard in Whangarei.

1.2 MEANING OF TE IWI O NGATIWAI CLAIMANT

1.2.1 Definition of Te Iwi o Ngatiwai Claimant

In the definition of Te Iwi o Ngatiwai Historical Claims in clause 1.1. and in this Statement of Claim generally, *Te Iwi o Ngatiwai Claimant* means any of the following:

- (a) Te Iwi o Ngatiwai; and
- (b) Tuparehuia marae at Tuparehuia, Bland Bay in the Whangarei District; and
- (c) Ngaiotonga marae at Ngaiotonga in the Far North District; and
- (d) Punaruku marae at Punaruku in the Whangarei District; and
- (e) Otetao marae at Punaruku in the Whangarei District; and
- (f) Mokau marae at Mokau in the Whangarei District; and

- (g) Oakura marae at Oakura in the Whangarei District; and
- (h) Whananaki marae at Whananaki in the Whangarei District; and
- (i) Matapouri marae at Matapouri in the Whangarei District; and
- (j) Ngunguru marae at Ngunguru in the Whangarei District; and
- (k) Pataua marae at Pataua in the Whangarei District; and
- (l) Takahiwai marae at Takahiwai in the Whangarei District; and
- (m) Omaha (Pakiri) marae at Leigh in the Rodney District; and
- (n) Motairehe marae at Katherine Bay Aotea (Great Barrier Island) in the Auckland District; and
- (o) Kawa marae at Katherine Bay, Aotea (Great Barrier Island) in the Auckland District; and
- (p) One or more individuals, families, or tribal groups of Te Iwi o Ngatiwai making a claim as Te Iwi o Ngatiwai as a part of Te Iwi o Ngatiwai as individual Maori without reference to Descent from a particular tribal group; but, for the avoidance of doubt, does not include any such individual, family, or tribal group making a claim on the basis of Descent from a tribal group other than Te Iwi o Ngatiwai; and
- (q) Te Iwi o Ngatiwai governance Entity, NTB; and
- (r) A person acting on behalf of any one or more persons or groups referred to in paragraphs (a) to (q) above; and
- (s) A person acting on behalf of any one or more persons who comprise any part of the groups referred to in paragraphs (a) to (q) above, or are members of those groups, or are beneficiaries of them.

1.2.2 Related Definitions

For the purposes of the definition of Te Iwi o Ngatiwai Claimant in this Statement of Claim generally, the following terms or expressions have the following meanings:

Te Iwi o Ngatiwai means every individual who can trace Descent from one or more ancestors who Exercised Customary Rights:

(a) Arising from Descent as follows:

Ngatiwai is unified by its descent from one of the oldest lineages in Taitokerau, Ngati Manaia. Unlike surrounding iwi, direct descent from Manaia has given Ngatiwai status on Northland's east coast since the beginning of human occupation.

The occupation of Manaia established iwi status in the northern part of the Ngatiwai rohe. Principally through the son of Manaia, Tahuhunuiorangi, manawhenua and manamoana of Ngatiwai on the coast from Whangarei to Whangaparaoa was established. At times this extended to Tamaki.

After the time of Te Rangihokaia, himself a descendent of Manaia, a number of key marriages cemented the relationship between Ngatiwai and the Kawerau hapu of Ngati Rehua and Ngati Manuhiri. This ongoing relationship with Tainui is another unique feature of Ngatiwai among iwi in Taitokerau.

Today Ngatiwai claims manawhenua and manamoana from Rakaumangamanga to Mahurangi, across to Aotea, and returning to Rakaumangamanga by way of the many islands and waters of Te Moana Nui A Toi.

(b) Predominantly within Te Iwi o Ngatiwai Area of Interest from 1840; and

Descent means direct descent by birth or adoption. In relation to descent from a tribal group, descent means direct descent by birth or

adoption from the acknowledged founding ancestor or ancestors of that tribal group; and

Exercised Customary Rights with respect to an area means exercised rights to that area according to Maori customary law, including through:

- (a) Occupancy;
- (b) Use and stewardship of oceans, rivers, water ways or resources;
- (c) Use and stewardship of lands or resources;
- (d) Burial; and/or
- (e) Affiliation to marae within the area.

1.3 STATEMENT OF CLAIM DEFINES TE IWI O NGATIWAI HISTORICAL CLAIMS

This Statement of Claim records Te Iwi o Ngatiwai Historical Claims against the Crown within the interest of Ngatiwai which:

- A. means all claims made at any time whether before or after this Statement of Claim (and whether or not the claims have been researched, registered or notified) by any Te Iwi o Ngatiwai Claimant, or any other Claimant, without prejudice to the rights, entitlements and interests of those individual claimants that:
 - (a) are founded on rights arising from Te Tiriti o Waitangi/The Treaty of Waitangi, the principles of Te Tiriti o Waitangi/The Treaty of Waitangi, statute, common law (including customary law and aboriginal title), fiduciary duty, or otherwise; and

(b) arise from or relate to acts or omissions before 21 September 1992:

- (i) by or on behalf of the Crown; or
- (ii) by or under legislation; and

B. also means all claims made at any time whether before or after this Statement of Claim by any Te Iwi o Ngatiwai Claimant or any other Claimant that are founded on rights arising from:

(i) Land purchases prior to 1865 including but not necessarily limited to land sales at:

- (a) Aotea (Great Barrier Island);
- (b) Mahurangi;
- (c) Mangawhai;
- (d) Waipu;
- (e) Ruakaka;
- (f) Pataua;
- (g) Ngunguru;
- (h) Tutukaka;
- (i) Whananaki; and
- (j) Whangaruru.

(ii) Alienation of land through actions which were improper including but not necessarily limited to:

- (a) Hauturu (Little Barrier);
- (b) Tawhitirangi me Aorangi (Poor Knights);
- (c) Mimiwhangata;
- (d) Taranga me Marotere (Hen and Chickens);

(e) Pokohinau / Mokohinau.

(iii) Actions of the Native Land Court and the Maori Land Court
including but not necessarily limited to:

- (a) Effecting the inappropriate alienation of Maori land, and failing to adequately protect Maori interests in land;
- (b) Denying legitimate beneficial interests of individuals and groups in Maori land;
- (c) Preventing rationalisation of ownership in Maori land, often resulting in complexities of ownership with consequent obstructions for beneficial owners;
- (d) Requiring excessive payments for Court processes from Maori land owners, often resulting in forced sales.

(iv) Loss of land during the 20th century including but not necessarily limited to:

- (a) Implementation of the Public Works Act in both preceding and subsequent legislation;
- (b) Alienation as a consequence of overdue rates;
- (c) Implementation of planning statutes;
- (d) Loss of beneficial interest through involuntary consolidations;
- (e) Alienation to the Crown for a specific purpose, and not returned or offered back to the original owners when that purpose ceased;

(v) Ordinances of the General Legislative Council of New Zealand;
ordinances of a Provincial Legislative Council of New Munster;
provincial ordinances; Acts passed on or after 6 February 1840;

regulations, orders, proclamations, notices or other statutory instruments under these ordinances or acts; policies and practices adopted by or on behalf of the Crown; and acts and omissions of the Crown on or after 6 February 1840 including but not necessarily limited to:

- (a) Suppression of use of te reo Maori and some cultural practices;
- (b) Constraints or prohibitions on exercising of customary rights;
- (c) Impacts on indigenous species and their habitats;
- (d) Failure to adequately protect the historical heritage resources of Ngatiwai;
- (e) Loss of property rights in fresh water, the air column, the coastal marine area, and in the Exclusive Economic Zone.

1.4 RELATIONSHIP TO CERTAIN RIGHTS

Te Iwi o Ngatiwai state that any resolution of these claims:

- (a) is intended to enhance the ongoing relationship between Te Iwi o Ngatiwai and the Crown in terms of Te Tiriti o Waitangi/The Treaty of Waitangi;
- (b) Except as expressly provided in this Statement of Claim, is not intended to derogate from any rights or powers any Te Iwi o Ngatiwai Claimant or the Crown might have arising from Te Tiriti o Waitangi/The Treaty of Waitangi, the principles of Te Tiriti o Waitangi/The Treaty of Waitangi, statute, common law (including customary law and aboriginal title), fiduciary duty, or otherwise;

- (c) Is not intended to affect any decision of the Treaty of Waitangi Fisheries Commission either:
 - (i) Under the Maori Fisheries Act 1989; or
 - (ii) In respect of the Deed of Settlement between Maori and the Crown dated 23 September 1992 or the Treaty of Waitangi Fisheries Claims Settlement Act 1992 or the Maori Commercial Aquaculture Claims Settlement Act 2004; or
- (d) Does not extinguish any right which any person has to redress under the Maori Reserved Land Amendment Act 1997.

1.5 ABORIGINAL TITLE AND CUSTOMARY RIGHTS NOT AFFECTED BY CLAIM

Te Iwi o Ngatiwai acknowledge that:

- (a) Nothing in this Statement of Claim extinguishes any aboriginal title or customary rights that Te Iwi o Ngatiwai may have or constitutes or implies any acknowledgement or acceptance by the Crown that such title or rights exist either generally or in any particular **case**, but this clause does not limit *clause 1.3 or clause 1.6*; and
- (b) The Claim:
 - (i) Is not intended to prevent any Te Iwi o Ngatiwai Claimant from pursuing claims against the Crown based on aboriginal title or customary rights which do not come within the definition of Te Iwi o Ngatiwai Historical Claims or to prevent the Crown from disputing such claims or the existence of such title or rights; but

- (ii) Is intended to prevent any Te Iwi o Ngatiwai Claimant from pursuing claims against the Crown (including claims based on aboriginal title or customary rights) if such claims come within the definition of Te Iwi o Ngatiwai Historical Claims, such claims having been settled in accordance with *clauses 1.1 and 1.6*.

1.6 NATURE OF CLAIM

1.6.1 Claim

Te Iwi o Ngatiwai state that this Statement of Claim defines known Te Iwi o Ngatiwai Historical Claims and we ask for permission to amend this claim, if necessary.

1.6.2 Research

Te Iwi o Ngatiwai request that the Tribunal commission a researcher to report on the claim.

1.6.3 Te Iwi o Ngatiwai requirements

Te Iwi o Ngatiwai requires that:

- (a) The Crown will endeavour to act honourably and reasonably in relation to any claim process and negotiated Settlement;
- (b) Any negotiated Settlement will be final;
- (c) Any negotiated Settlement is for the benefit of Te Iwi o Ngatiwai; and
- (d) Any subsequent Settlement Legislation will provide for the removal of the jurisdiction of the Courts, the Waitangi Tribunal, and any other judicial body or tribunal to consider Te Iwi o Ngatiwai Historical Claims, and the lifting of certain statutory protections.

SECTION 2: REDRESS SOUGHT

We seek redress including:

- a) Apology by the Crown;
- b) Return of Crown Forestry land or memorialised land;
- c) Return of other land;
- d) Financial and commercial redress;
- e) Rights of first refusal over the sale of specified Crown assets;
- f) Cultural redress mechanisms;
- g) Statutory Acknowledgements and Deeds of Recognition;
- h) Nohoanga and right of way entitlements;
- i) Protocols with Ministers of the Crown and with quasi Crown agencies;
- j) Confirmation of customary non-commercial marine and fresh water fishing interests
- k) A process leading to memoranda of understanding with local government agencies relevant to the Ngatiwai rohe;
- l) Changes to certain reserve and place names; and
- m) Other relief deemed to be appropriate.

Signed this 29th day of August 2008

By: _____

Addie Smith

Delegation: Chief Executive Officer, Ngatiwai Trust Board

of: PO Box 1332, WHANGAREI

PARTIES TO BE NOTIFIED

All Ministers of the Crown
Parliament Buildings,
Wellington

Auckland City Council
Private Bag 92516
Auckland 1036

Auckland Regional Council
Private Bag 92012
Auckland 1149

Rodney District Council
Private Bag 500
Orewa 0946

Kaipara District Council
Private Bag 1001
Dargaville 0300

Whangarei District Council
Private Bag 9023
Whangarei 0140

Far North District Council
Private Bag 752
Kaikohe 0440

Northern Regional Council
Private Bag 9021
Whangarei 0120

This Amended Statement of Claim is filed by Wayne W Peters, Solicitor for the Claimant of the firm Wayne W Peters & Associates. The Claimants address for service is at the office of Wayne W Peters & Associates, 5th Floor, 30-34 Rathbone Street, DX AP24627, PO Box 5053, Whangarei 0140.

Appendix I

11

12

IN THE WAITANGI TRIBUNAL

IN THE MATTER
OF:

**The Treaty of Waitangi
Act 1975**

AND

IN THE MATTER
OF:

**The Wai 244 Claim of
the Ngatiwai Trust
Board**

THIRD AMENDED STATEMENT OF CLAIM

Dated 19th October 2009

The claimants address for service is:

**Wayne W Peters & Associates
5th Floor, 30-34 Rathbone Street,
DX AP24627, PO Box 5053,
Whangarei 0140**

Solicitor Acting: Wayne W Peters

**Phone: (09) 438 8998
Facsimile (09) 438 8990**

	2
SECTION 1: SCOPE AND NATURE OF CLAIM.....	3
1.1 Amendment to Existing Statement of Claim	3
1.2 Meaning of Te Iwi o Ngatiwai Claimant	3
1.2.1 Definition of Te Iwi o Ngatiwai Claimant	3
1.2.2 Related Definitions	5
1.3 Statement of Claim Defines Te Iwi o Ngatiwai Historical Claims.....	6
1.4 Relationship to Certain Rights	9
1.5 Aboriginal Title and Customary Rights Not Affected by Claim	10
1.6 Nature of Claim	11
1.6.1 Claim	11
1.6.2 Research	11
1.6.3 Te Iwi o Ngatiwai Acknowledgements	11
SECTION 2: REDRESS SOUGHT	12
Parties to be Notified	13

The Claimants by their solicitor say:

SECTION 1: SCOPE AND NATURE OF CLAIM

1.1 AMENDMENT TO EXISTING STATEMENT OF CLAIM

- (a) This is an amendment to an existing Statement of Claim. The original claim was filed by Lucy Uru Palmer and Patuone Hoskins on behalf of the Ngatiwai Trust Board ("NTB") on 30 March 1987.
- (b) NTB is a Mandated Iwi Organisation pursuant to the Maori Fisheries Act, and is constituted in a manner compliant with that Act. NTB is lodging this claim on behalf of Te Iwi o Ngatiwai.
- (c) This claim was previously amended on 30 July 2000 and 29 August 2009.
- (d) We request that this claim be heard in Whangarei.

1.2 MEANING OF TE IWI O NGATIWAI CLAIMANT

1.2.1 Definition of Te Iwi o Ngatiwai Claimant

In the definition of Te Iwi o Ngatiwai Historical Claims in clause 1.1. and in this Statement of Claim generally, *Te Iwi o Ngatiwai Claimant* means any of the following:

- (a) Te Iwi o Ngatiwai; and
- (b) Tuparehuia marae at Tuparehuia, Bland Bay in the Whangarei District; and
- (c) Ngaioletonga marae at Ngaioletonga in the Far North District; and
- (d) Punaruku marae at Punaruku in the Whangarei District; and
- (e) Otetao marae at Punaruku in the Whangarei District; and

- (f) Mokau marae at Mokau in the Whangarei District; and
- (g) Oakura marae at Oakura in the Whangarei District; and
- (h) Whananaki marae at Whananaki in the Whangarei District; and
- (i) Matapouri marae at Matapouri in the Whangarei District; and
- (j) Ngunguru marae at Ngunguru in the Whangarei District; and
- (k) Pataua marae at Pataua in the Whangarei District; and
- (l) Takahiwai marae at Takahiwai in the Whangarei District; and
- (m) Omaha (Pakiri) marae at Leigh in the Rodney District; and
- (n) Motairehe marae at Katherine Bay Aotea (Great Barrier Island) in the Auckland District; and
- (o) Kawa marae at Katherine Bay, Aotea (Great Barrier Island) in the Auckland District; and
- (p) One or more individuals, families, or tribal groups of Te Iwi o Ngatiwai making a claim as Te Iwi o Ngatiwai as a part of Te Iwi o Ngatiwai as individual Maori without reference to Descent from a particular tribal group; but, for the avoidance of doubt, does not include any such individual, family, or tribal group making a claim on the basis of Descent from a tribal group other than Te Iwi o Ngatiwai; and
- (q) Te Iwi o Ngatiwai governance Entity, NTB; and
- (r) A person acting on behalf of any one or more persons or groups referred to in paragraphs (a) to (q) above; and
- (s) A person acting on behalf of any one or more persons who comprise any part of the groups referred to in paragraphs (a) to (q) above, or are members of those groups, or are beneficiaries of them.

1.2.2 Related Definitions

For the purposes of the definition of Te Iwi o Ngatiwai Claimant in this Statement of Claim generally, the following terms or expressions have the following meanings:

Te Iwi o Ngatiwai means every individual who can trace Descent from one or more ancestors who Exercised Customary Rights:

(a) Arising from Descent as follows:

Ngatiwai is unified by its descent from one of the oldest lineages in Taitokerau, Ngati Manaia. Unlike surrounding iwi, direct descent from Manaia has given Ngatiwai status on Northland's east coast since the beginning of human occupation.

The occupation of Manaia established iwi status in the northern part of the Ngatiwai rohe. Principally through the son of Manaia, Tahuhunuiorangi, manawhenua and manamoana of Ngatiwai on the coast from Whangarei to Whangaparaoa was established. At times this extended to Tamaki.

After the time of Te Rangihokaia, himself a descendent of Manaia, a number of key marriages cemented the relationship between Ngatiwai and the Kawerau hapu of Ngati Rehua and Ngati Manuhiri. This ongoing relationship with Tainui is another unique feature of Ngatiwai among iwi in Taitokerau.

Today Ngatiwai claims manawhenua and manamoana from Rakaumangamanga to Mahurangi, across to Aotea, and returning to Rakaumangamanga by way of the many islands and waters of Te Moana Nui A Toi.

(b) Predominantly within Te Iwi o Ngatiwai Area of Interest from 1840; and

Descent means direct descent by birth or adoption. In relation to descent from a tribal group, descent means direct descent by birth or adoption from the acknowledged founding ancestor or ancestors of that tribal group; and

Exercised Customary Rights with respect to an area means exercised rights to that area according to Maori customary law, including through:

- (a) Occupancy;
- (b) Use and stewardship of oceans, rivers, water ways or resources;
- (c) Use and stewardship of lands or resources;
- (d) Burial; and/or
- (e) Affiliation to marae within the area.

1.3 STATEMENT OF CLAIM DEFINES TE IWI O NGATIWAI HISTORICAL CLAIMS

This Statement of Claim records Te Iwi o Ngatiwai Historical Claims against the Crown within the interest of Ngatiwai which:

- A. means all claims made at any time whether before or after this Statement of Claim (and whether or not the claims have been researched, registered or notified) by any Te Iwi o Ngatiwai Claimant, or any other Claimant, without prejudice to the rights, entitlements and interests of those individual claimants that:
 - (a) are founded on rights arising from Te Tiriti o Waitangi/The Treaty of Waitangi, the principles of Te Tiriti o Waitangi/The Treaty of Waitangi, statute, common law (including customary law and aboriginal title), fiduciary duty, or otherwise; and

(b) arise from or relate to acts or omissions before 21 September 1992:

- (i) by or on behalf of the Crown; or
- (ii) by or under legislation; and

B. also means all claims made at any time whether before or after this Statement of Claim by any Te Iwi o Ngatiwai Claimant or any other Claimant that are founded on rights arising from:

(i) Land purchases prior to 1865 including but not necessarily limited to land sales at:

- (a) Aotea (Great Barrier Island);
- (b) Mahurangi;
- (c) Mangawhai;
- (d) Waipu;
- (e) Ruakaka;
- (f) Pataua;
- (g) Ngunguru;
- (h) Tutukaka;
- (i) Whananaki; and
- (j) Whangaruru.

(ii) Alienation of land through actions which were improper including but not necessarily limited to:

- (a) Hauturu (Little Barrier);
- (b) Tawhitirangi me Aorangi (Poor Knights);
- (c) Mimiwhangata;
- (d) Taranga me Marotere (Hen and Chickens);

(e) Pokohinau / Mokohinau.

(iii) Actions of the Native Land Court and the Maori Land Court including but not necessarily limited to:

- (a) Effecting the inappropriate alienation of Maori land, and failing to adequately protect Maori interests in land;
- (b) Denying legitimate beneficial interests of individuals and groups in Maori land;
- (c) Preventing rationalisation of ownership in Maori land, often resulting in complexities of ownership with consequent obstructions for beneficial owners;
- (d) Requiring excessive payments for Court processes from Maori land owners, often resulting in forced sales.

(iv) Loss of land during the 20th century including but not necessarily limited to:

- (a) Implementation of the Public Works Act in both preceding and subsequent legislation;
- (b) Alienation as a consequence of overdue rates;
- (c) Implementation of planning statutes;
- (d) Loss of beneficial interest through involuntary consolidations;
- (e) Alienation to the Crown for a specific purpose, and not returned or offered back to the original owners when that purpose ceased;

(v) Ordinances of the General Legislative Council of New Zealand; ordinances of a Provincial Legislative Council of New Munster; provincial ordinances; Acts passed on or after 6 February 1840;

regulations, orders, proclamations, notices or other statutory instruments under these ordinances or acts; policies and practices adopted by or on behalf of the Crown; and acts and omissions of the Crown on or after 6 February 1840 including but not necessarily limited to:

- (a) Suppression of use of te reo Maori and some cultural practices;
- (b) Constraints or prohibitions on exercising of customary rights;
- (c) Impacts on indigenous species and their habitats;
- (d) Failure to adequately protect the historical heritage resources of Ngatiwai;
- (e) Loss of property rights in fresh water, the air column, the coastal marine area, and in the Exclusive Economic Zone for example: Loss of property rights to mineral resources on land, in the coastal marine area, and in the Exclusive Economic Zone.

1.4 RELATIONSHIP TO CERTAIN RIGHTS

Te Iwi o Ngatiwai state that any resolution of these claims:

- (a) is intended to enhance the ongoing relationship between Te Iwi o Ngatiwai and the Crown in terms of Te Tiriti o Waitangi/The Treaty of Waitangi;
- (b) Except as expressly provided in this Statement of Claim, is not intended to derogate from any rights or powers any Te Iwi o Ngatiwai Claimant or the Crown might have arising from Te Tiriti o Waitangi/The Treaty of Waitangi, the principles of Te Tiriti o Waitangi/The Treaty of Waitangi, statute, common law (including customary law and aboriginal title), fiduciary duty, or otherwise;

- (c) Is not intended to affect any decision of the Treaty of Waitangi Fisheries Commission either:
 - (i) Under the Maori Fisheries Act 1989; or
 - (ii) In respect of the Deed of Settlement between Maori and the Crown dated 23 September 1992 or the Treaty of Waitangi Fisheries Claims Settlement Act 1992 or the Maori Commercial Aquaculture Claims Settlement Act 2004; or
- (d) Does not extinguish any right which any person has to redress under the Maori Reserved Land Amendment Act 1997.

1.5 ABORIGINAL TITLE AND CUSTOMARY RIGHTS NOT AFFECTED BY CLAIM

Te Iwi o Ngatiwai acknowledge that:

- (a) Nothing in this Statement of Claim extinguishes any aboriginal title or customary rights that Te Iwi o Ngatiwai may have or constitutes or implies any acknowledgement or acceptance by the Crown that such title or rights exist either generally or in any particular case, but this clause does not limit *clause 1.3 or clause 1.6*; and
- (b) The Claim:
 - (i) Is not intended to prevent any Te Iwi o Ngatiwai Claimant from pursuing claims against the Crown based on aboriginal title or customary rights which do not come within the definition of Te Iwi o Ngatiwai Historical Claims or to prevent the Crown from disputing such claims or the existence of such title or rights; but
 - (ii) Is intended to prevent any Te Iwi o Ngatiwai Claimant from pursuing claims against the Crown (including claims based on aboriginal title or customary rights) if such claims come

within the definition of Te Iwi o Ngatiwai Historical Claims, such claims having been settled in accordance with *clauses 1.1 and 1.6*.

1.6 NATURE OF CLAIM

1.6.1 Claim

Te Iwi o Ngatiwai state that this Statement of Claim defines known Te Iwi o Ngatiwai Historical Claims and we ask for permission to amend this claim, if necessary.

1.6.2 Research

Te Iwi o Ngatiwai request that the Tribunal commission a researcher to report on the claim.

1.6.3 Te Iwi o Ngatiwai requirements

Te Iwi o Ngatiwai requires that:

- (a) The Crown will endeavour to act honourably and reasonably in relation to any claim process and negotiated Settlement;
- (b) Any negotiated Settlement will be final;
- (c) Any negotiated Settlement is for the benefit of Te Iwi o Ngatiwai; and
- (d) Any subsequent Settlement Legislation will provide for the removal of the jurisdiction of the Courts, the Waitangi Tribunal, and any other judicial body or tribunal to consider Te Iwi o Ngatiwai Historical Claims, and the lifting of certain statutory protections.

SECTION 2: REDRESS SOUGHT

We seek redress including:

- a) Apology by the Crown;

- b) Return of Crown Forestry land or memorialised land;
- c) Return of other land;
- d) Financial and commercial redress;
- e) Rights of first refusal over the sale of specified Crown assets;
- f) Cultural redress mechanisms;
- g) Statutory Acknowledgements and Deeds of Recognition;
- h) Nohoanga and right of way entitlements;
- i) Protocols with Ministers of the Crown and with quasi Crown agencies;
- j) Confirmation of customary non-commercial marine and fresh water fishing interests
- k) A process leading to memoranda of understanding with local government agencies relevant to the Ngatiwai rohe;
- l) Changes to certain reserve and place names; and
- m) Other relief deemed to be appropriate.

Signed this 19th day of October 2009

By:



Addie Smith

Delegation: Chief Executive Officer, Ngatiwai Trust Board

of: PO Box 1332, WHANGAREI

PARTIES TO BE NOTIFIED

All Ministers of the Crown
Parliament Buildings,
Wellington

Auckland City Council
Private Bag 92516
Auckland 1036

Auckland Regional Council
Private Bag 92012
Auckland 1149

Rodney District Council
Private Bag 500
Orewa 0946

Kaipara District Council
Private Bag 1001
Dargaville 0300

Whangarei District Council
Private Bag 9023
Whangarei 0140

Far North District Council
Private Bag 752
Kaikohe 0440

Northern Regional Council
Private Bag 9021
Whangarei 0120

Minister of Economic Development
Crown Minerals
Wellington

This Third Amended Statement of Claim is filed by **Wayne W Peters**, Solicitor for the Claimant of the firm **Wayne W Peters & Associates**. The Claimants address for service is at the office of **Wayne W Peters & Associates**, 5th Floor, 30-34 Rathbone Street, DX AP24627, PO Box 5053, Whangarei 0140.

Appendix J

11

12

IN THE WAITANGI TRIBUNAL

IN THE MATTER OF: The Treaty of Waitangi
Act 1975

AND

IN THE MATTER OF: The Wai 244 Claim of the
Ngatiwai Trust Board

FOURTH AMENDED STATEMENT OF CLAIM

Dated 30 March 2012

The claimants address for service is:

**Wayne Peters Lawyers
5th Floor, 30-34 Rathbone Street,
DX AP24627, PO Box 5053,
Whangarei 0140**

Solicitor Acting: Wayne W Peters

**Phone: (09) 438 8998
Facsimile (09) 438 8990**

	2
SECTION 1: SCOPE AND NATURE OF CLAIM	3
1.1 Amendment to Existing Statement of Claim	3
1.2 Meaning of Te Iwi o Ngatiwai Claimant	3
1.2.1 Definition of Te Iwi o Ngatiwai Claimant	3
1.2.2 Related Definitions	5
1.3 Statement of Claim Defines Te Iwi o Ngatiwai Historical Claims.....	6
1.4 Relationship to Certain Rights	9
1.5 Aboriginal Title and Customary Rights Not Affected by Claim	10
1.6 Nature of Claim	11
1.6.1 Claim	11
1.6.2 Research	11
1.6.3 Te Iwi o Ngatiwai Acknowledgements	11
SECTION 2: REDRESS SOUGHT	12
Parties to be Notified	13

The Claimants by their solicitor say:

SECTION 1: SCOPE AND NATURE OF CLAIM

1.1 AMENDMENT TO EXISTING STATEMENT OF CLAIM

- (a) This is an amendment to an existing Statement of Claim. The original claim was filed by Lucy Uru Palmer and Patuone Hoskins on behalf of the Ngatiwai Trust Board ("NTB") on 30 March 1987.
- (b) NTB is a Mandated Iwi Organisation pursuant to the Maori Fisheries Act, and is constituted in a manner compliant with that Act. NTB is lodging this claim on behalf of Te Iwi o Ngatiwai.
- (c) This claim was previously amended on 30 July 2000 and 29 August 2009.
- (d) We request that this claim be heard in Whangarei.

1.2 MEANING OF TE IWI O NGATIWAI CLAIMANT

1.2.1 Definition of Te Iwi o Ngatiwai Claimant

In the definition of Te Iwi o Ngatiwai Historical Claims in clause 1.1. and in this Statement of Claim generally, *Te Iwi o Ngatiwai Claimant* means the Ngatiwai Trust Board, acting on behalf of any of the following:

- (a) Te Iwi o Ngatiwai; and
- (b) Tuparehula marae at Tuparehula, Bland Bay in the Whangarei District; and
- (c) Ngaiotonga marae at Ngaiotonga in the Far North District; and
- (d) Punaruku marae at Punaruku in the Whangarei District; and

- (e) Otetao marae at Punaruku in the Whangarei District; and
- (f) Mokau marae at Mokau in the Whangarei District; and
- (g) Oakura marae at Oakura in the Whangarei District; and
- (h) Whananaki marae at Whananaki in the Whangarei District; and
- (i) Matapouri marae at Matapouri in the Whangarei District; and
- (j) Ngunguru marae at Ngunguru in the Whangarei District; and
- (k) Pataua marae at Pataua in the Whangarei District; and
- (l) Takahiwai marae at Takahiwai in the Whangarei District; and
- (m) Omaha (Pakiri) marae at Leigh in the Rodney District; and
- (n) Motairehe marae at Katherine Bay Aotea (Great Barrier Island) in the Auckland District; and
- (o) Kawa marae at Katherine Bay, Aotea (Great Barrier Island) in the Auckland District; and
- (p) Any Te Iwi o Ngatiwai governance Entity; and
- (q) One or more individuals, families, or tribal groups of Te Iwi o Ngatiwai making a claim as Te Iwi o Ngatiwai as a part of Te Iwi o Ngatiwai as Individual Maori without reference to Descent from a particular tribal group; but, for the avoidance of doubt, does not include any such individual, family, or tribal group making a claim on the basis of Descent from a tribal group other than Te Iwi o Ngatiwai; and
- (r) A person acting on behalf of any one or more persons or groups referred to in paragraphs (a) to (q) above; and
- (s) A person acting on behalf of any one or more persons who comprise any part of the groups referred to in paragraphs (a) to (q) above, or are members of those groups, or are beneficiaries of them.

1.2.2 Related Definitions

For the purposes of the definition of Te Iwi o Ngatiwai Claimant in this Statement of Claim generally, the following terms or expressions have the following meanings:

Te Iwi o Ngatiwai means every individual who can trace Descent from one or more ancestors who Exercised Customary Rights:

(a) Arising from Descent as follows:

Ngatiwai is unified by its descent from one of the oldest lineages in Taitokerau, Ngati Manaia. Unlike surrounding Iwi, direct descent from Manaia has given Ngatiwai status on Northland's east coast since the beginning of human occupation.

The occupation of Manaia established Iwi status in the northern part of the Ngatiwai rohe. Principally through the son of Manaia, Tahuhunulorangi, manawhenua and manamoana of Ngatiwai on the coast from Whangarei to Whangaparaoa was established. At times this extended to Tamaki.

After the time of Te Rangihokai, himself a descendent of Manaia, a number of key marriages cemented the relationship between Ngatiwai and the Kawerau hapu of Ngati Rehua and Ngati Manuhiri. This ongoing relationship with Tainui is another unique feature of Ngatiwai among Iwi in Taitokerau.

Today Ngatiwai claims manawhenua and manamoana from Rakaumangamanga to Mahurangi, across to Aotea, and returning to Rakaumangamanga by way of the many islands and waters of Te Moana Nui A Toi.

(b) Predominantly within Te Iwi o Ngatiwai Area of Interest from 1840; and

Descent means direct descent by birth or adoption. In relation to descent from a tribal group, descent means direct descent by birth or adoption from the acknowledged founding ancestor or ancestors of that tribal group; and

Exercised Customary Rights with respect to an area means exercised rights to that area according to Maori customary law, including through:

- (a) Occupancy;
- (b) Use and stewardship of oceans, rivers, water ways or resources;
- (c) Use and stewardship of lands or resources;
- (d) Burial; and/or
- (e) Affiliation to marae within the area.

1.3 STATEMENT OF CLAIM DEFINES TE IWI O NGATIWAH HISTORICAL CLAIMS

This Statement of Claim records Te Iwi o Ngatiwah Historical Claims against the Crown within the interest of Ngatiwah which:

- A. means all claims made at any time whether before or after this Statement of Claim (and whether or not the claims have been researched, registered or notified) by any Te Iwi o Ngatiwah Claimant, or any other Claimant, without prejudice to the rights, entitlements and interests of those individual claimants that:
 - (a) are founded on rights arising from Te Tiriti o Waitangi/The Treaty of Waitangi, the principles of Te Tiriti o Waitangi/The Treaty of Waitangi, statute, common law (including customary law and aboriginal title), fiduciary duty, or otherwise; and
 - (b) arise from or relate to acts or omissions before 21 September 1992:
 - (i) by or on behalf of the Crown; or

(ii) by or under legislation; and

B. also means all claims made at any time whether before or after this Statement of Claim by any Te Iwi o Ngatiwai Claimant or any other Claimant that are founded on rights arising from:

(i) Land purchases prior to 1865 including but not necessarily limited to land sales at:

- (a) Aotea (Great Barrier Island);
- (b) Mahurangi;
- (c) Mangawhai;
- (d) Walpu;
- (e) Ruakaka;
- (f) Pataua;
- (g) Ngunguru;
- (h) Tutukaka;
- (i) Whananaki; and
- (j) Whangaruru.

(ii) Alienation of land through actions which were improper including but not necessarily limited to:

- (a) Hauturu (Little Barrier);
- (b) Tawhitiirangi me Aorangi (Poor Knights);
- (c) Mimiwhangata;
- (d) Taranga me Marotere (Hen and Chickens);
- (e) Pokohinau / Mokohinau.

- (iii) Actions of the Native Land Court and the Maori Land Court including but not necessarily limited to:
- (a) Effecting the inappropriate alienation of Maori land, and failing to adequately protect Maori interests in land;
 - (b) Denying legitimate beneficial interests of individuals and groups in Maori land;
 - (c) Preventing rationalisation of ownership in Maori land, often resulting in complexities of ownership with consequent obstructions for beneficial owners;
 - (d) Requiring excessive payments for Court processes from Maori land owners, often resulting in forced sales.
- (iv) Loss of land during the 20th century including but not necessarily limited to:
- (a) Implementation of the Public Works Act in both preceding and subsequent legislation;
 - (b) Alienation as a consequence of overdue rates;
 - (c) Implementation of planning statutes;
 - (d) Loss of beneficial interest through involuntary consolidations;
 - (e) Alienation to the Crown for a specific purpose, and not returned or offered back to the original owners when that purpose ceased;
- (v) Ordinances of the General Legislative Council of New Zealand; ordinances of a Provincial Legislative Council of New Munster; provincial ordinances; Acts passed on or after 6 February 1840; regulations, orders, proclamations, notices or other statutory

instruments under these ordinances or acts; policies and practices adopted by or on behalf of the Crown; and acts and omissions of the Crown on or after 6 February 1840 including but not necessarily limited to:

- (a) Suppression of use of te reo Maori and some cultural practices;
- (b) Constraints or prohibitions on exercising of customary rights;
- (c) Impacts on indigenous species and their habitats;
- (d) Failure to adequately protect the historical heritage resources of Ngatiwai;
- (e) Loss of property rights in fresh water, the air column, the coastal marine area, and in the Exclusive Economic Zone for example: Loss of property rights to mineral resources on land, in the costal marine area, and in the Exclusive Economic Zone.

1.4 RELATIONSHIP TO CERTAIN RIGHTS

Te Iwi o Ngatiwai state that any resolution of these claims:

- (a) is intended to enhance the ongoing relationship between Te Iwi o Ngatiwai and the Crown in terms of Te Tiriti o Waitangi/The Treaty of Waitangi;
- (b) Except as expressly provided in this Statement of Claim, is not intended to derogate from any rights or powers any Te Iwi o Ngatiwai Claimant or the Crown might have arising from Te Tiriti o Waitangi/The Treaty of Waitangi, the principles of Te Tiriti o Waitangi/The Treaty of Waitangi, statute, common law (including customary law and aboriginal title), fiduciary duty, or otherwise;

- (c) Is not intended to affect any decision of the Treaty of Waitangi Fisheries Commission either:
 - (i) Under the Maori Fisheries Act 1989; or
 - (ii) In respect of the Deed of Settlement between Maori and the Crown dated 23 September 1992 or the Treaty of Waitangi Fisheries Claims Settlement Act 1992 or the Maori Commercial Aquaculture Claims Settlement Act 2004; or
- (d) Does not extinguish any right which any person has to redress under the Maori Reserved Land Amendment Act 1997.

1.5 ABORIGINAL TITLE AND CUSTOMARY RIGHTS NOT AFFECTED BY CLAIM

Te Iwi o Ngatiwai acknowledge that:

- (a) Nothing in this Statement of Claim extinguishes any aboriginal title or customary rights that Te Iwi o Ngatiwai may have or constitutes or implies any acknowledgement or acceptance by the Crown that such title or rights exist either generally or in any particular case, but this clause does not limit *clause 1.3* or *clause 1.6*; and
- (b) The Claim:
 - (i) Is not intended to prevent any Te Iwi o Ngatiwai Claimant from pursuing claims against the Crown based on aboriginal title or customary rights which do not come within the definition of Te Iwi o Ngatiwai Historical Claims or to prevent the Crown from disputing such claims or the existence of such title or rights; but
 - (ii) Is intended to prevent any Te Iwi o Ngatiwai Claimant from pursuing claims against the Crown (including claims based on aboriginal title or customary rights) if such claims come within the definition of Te Iwi o Ngatiwai Historical Claims, such claims having been settled in accordance with *clauses 1.1 and 1.6*.

1.6 NATURE OF CLAIM

1.6.1 Claim

Te Iwi o Ngatiwai state that this Statement of Claim defines known Te Iwi o Ngatiwai Historical Claims and we ask for permission to amend this claim, if necessary.

1.6.2 Research

Te Iwi o Ngatiwai request that the Tribunal commission a researcher to report on the claim.

1.6.3 Te Iwi o Ngatiwai requirements

Te Iwi o Ngatiwai requires that:

- (a) The Crown will endeavour to act honourably and reasonably in relation to any claim process and negotiated Settlement;
- (b) Any negotiated Settlement will be final;
- (c) Any negotiated Settlement is for the benefit of Te Iwi o Ngatiwai; and
- (d) Any subsequent Settlement Legislation will provide for the removal of the jurisdiction of the Courts, the Waitangi Tribunal, and any other judicial body or tribunal to consider Te Iwi o Ngatiwai Historical Claims, and the lifting of certain statutory protections.

SECTION 2: REDRESS SOUGHT

We seek redress including:

- a) Apology by the Crown;
- b) Return of Crown Forestry land or memorialised land;
- c) Return of other land;
- d) Financial and commercial redress;
- e) Rights of first refusal over the sale of specified Crown assets;

- f) Cultural redress mechanisms;
- g) Statutory Acknowledgements and Deeds of Recognition;
- h) Nohoanga and right of way entitlements;
- i) Protocols with Ministers of the Crown and with quasi Crown agencies;
- j) Confirmation of customary non-commercial marine and fresh water fishing interests
- k) A process leading to memoranda of understanding with local government agencies relevant to the Ngatiwai rohe;
- l) Changes to certain reserve and place names; and
- m) Other relief deemed to be appropriate.

Signed this 30th day of March 2012



By:

Jim Smillie

Delegation: Acting Chief Executive Officer, Ngatiwai Trust Board

of: PO Box 1332, WHANGAREI

PARTIES TO BE NOTIFIED

All Ministers of the Crown
Parliament Buildings,
Wellington

Auckland City Council
Private Bag 92516
Auckland 1036

Auckland Regional Council
Private Bag 92012
Auckland 1149

Rodney District Council
Private Bag 500
Orewa 0946

Kaipara District Council
Private Bag 1001
Dargaville 0300

Whangarei District Council
Private Bag 9023
Whangarei 0140

Far North District Council
Private Bag 752
Kaikōhe 0440

Northern Regional Council
Private Bag 9021
Whangarei 0120

Minister of Economic Development
Crown Minerals
Wellington

This Fourth Amended Statement of Claim is filed by Wayne W Peters, Solicitor for the Claimant of the firm Wayne Peters Lawyers. The Claimants address for service is at the office of Wayne Peters Lawyers, 5th Floor, 30-34 Rathbone Street, DX AP24627, PO Box 5053, Whangarei 0140.

Appendix K

August 18, 2009

Hon Christopher Finlayson
Attorney-General
Minister for Treaty of Waitangi Negotiations
Minister for Arts, Culture and Heritage
Minister of Justice,
Parliament Buildings
WELLINGTON

Dear Minister

1. We write to you on behalf of all the Ngatiwai Hapu. The Ngatiwai Trust Board has 5,500 beneficiaries and is the mandated Iwi Authority for all the Ngatiwai Hapu, which stretches along the east coast of the north island from Cape Brett in the north (Rakaumangamanga) down to Takatu Point in Rodney and out to Great Barrier Island (Aotea) in the south and encompasses the Poor Knights and our Islands on the east coast.

The board recognize the progress that Sir Douglas Graham and his team have made toward the settlement of the Ngati Manuhiri and Ngati Rehua claims as presented at the Ngatiwai Trust Board meeting recently by Chairman Laly Haddon.

The Ngatiwai Trust Board wish to advance dialogue with the Crown to include the following solutions to the Settlement of all Ngatiwai Hapu:

- Parallel Settlement processes which will see all the Hapu of Ngatiwai Settle with the Crown.
 - Timelines to AIP in the 2009 year.
 - The consolidation of all Ngatiwai Wai numbers to settle under Wai 244 currently being addressed by Sir Douglas Graham in Auckland.
 - Mandating of Ngatiwai Marae and timelines
2. We seek an urgent meeting with you to be lead by Chairman Laly Haddon. We have already been in touch with your Senior Advisor, Marian Smith, and will call again to see when we can meet.

Yours sincerely

Laly Haddon (Q.S.M.)
Ngatiwai Trust Board
Chairman

Appendix L



Office of Hon Christopher Finlayson

Attorney-General

Minister for Treaty of Waitangi Negotiations

Minister for Arts, Culture and Heritage

RECEIVED

15 OCT 2009

Ngātiwai Trust
Board

Laly Haddon
Chairman
Haydn Edmonds
Trustee
Ngātiwai Trust Board
PO Box 1332
WHANGAREI

12 OCT 2009

Tēnā kōrua

Thank you for your letter of 25 August 2009 indicating your readiness for negotiations and seeking a meeting with me.

It is my intention that the Crown settle Ngātiwai's historical Treaty settlement claims in a two-phased approach.

In the first phase, I am working with Ngāti Rehua and Ngāti Manuhiri to resolve Ngātiwai's historical Treaty claims in the Kaipara and Tāmaki Makaurau regions. As you are aware, this government has prioritised the settlement of all Treaty claims within the broader Tāmaki Makaurau region. On Monday 6 October 2009, I met with representatives from Ngāti Rehua and Ngāti Manuhiri to confirm my intention to negotiate with them directly and to discuss Ngātiwai's interests in the area. These negotiations will facilitate the protection of Ngātiwai's interests in Kaipara and Mahurangi, while enabling the Treaty settlements in these areas to proceed fairly.

I am aware that you are working together with Ngāti Rehua and Ngāti Manuhiri. With their agreement, redress they are offered through their direct negotiations with the Crown could be held or managed collectively – perhaps by the Trust Board. I did not canvass this issue with the hapū representatives that I met, and I emphasise that this is a matter for Ngātiwai to progress and resolve.

In the second phase, I intend a comprehensive settlement of Ngātiwai's remaining Treaty claims. It makes sense to address these at the same time the Crown deals with Ngāpuhi's Treaty claims. At this stage that Crown does not have capacity to negotiate those settlements. Accordingly, and in light of my

Handwritten notes in the right margin, including "Ngātiwai Trust Board" and "2009/10/12".

other diary commitments, I am unable to meet you as requested at this time. However, Michael Dreaver, the Crown's negotiator for claims in Tāmaki Makaurau, is available to meet with you to discuss how any redress offered to Ngāti Rehua and Ngāti Manuhiri could form part of a wider Ngātiwai settlement, if that would be useful.

Nāku noa, nā

A handwritten signature in black ink, reading "Christopher Finlayson". The signature is fluid and cursive, with a long horizontal stroke at the end.

Hon Christopher Finlayson
Minister for Treaty of Waitangi Negotiations

Appendix M

W W Peters/tdm
N16-24

30 November 2009

Hon Christopher Finlayson
Minister for Treaty of Waitangi Negotiations
Private Bag 18041
Parliament Buildings
WELLINGTON 6160

BY FACSIMILE

Fax No: 04 817 6508

re: **TE IWI O NGATIWAI HISTORICAL TREATY CLAIMS**

The writer acts for the Ngatiwai Trust Board regarding its historical Treaty claims.

We understand that the Board wrote to you on 18 August 2009 to which you have responded by way of letter dated 12 October 2009. The Board thanks you for your response and has instructed the writer to respond accordingly.

The Ngatiwai iwi occupies areas between the Rakaumangamanga ranges at the entrance to the Bay of Islands to Tokatu Point south of Pakiri and across to Aotea (Great Barrier Island). The area encompassed by this rohe contains 14 marae affiliated to Ngatiwai with a duly appointed representative of each marae committee participating as a trustee on the Ngatiwai Trust Board. The Board, on behalf of Ngatiwai katoa, has made a blanket Waitangi Tribunal claim WAI244 which includes all the offshore islands within the rohe of Ngatiwai.

Your letter advises of the Crown intention to deal with Ngatiwai historical claims in a two-phased approach; the first being the negotiation and settlement of the historical claims of the two southern most Ngatiwai hapu (Ngati Rehua and Ngati Manuhiri). The Board has authorised and supports these hapu in regard to this process and has confirmed the same to the Office of Treaty Settlements.

The second phase intends that negotiation and settlement of all remaining Ngatiwai historical claims occurs together with Ngapuhi historical Treaty claims. With respect, the second phase approach is not an approach the Board supports not only due to the impracticalities and likely

N16.24.69 www.tdm

CAUTION: This fax may contain information which is confidential or which is subject to legal professional privilege. Consequently, you must not use the fax, or the information in it, in any way. Any confidentiality or privilege between solicitor and client is not waived or lost because this fax has been sent to you by mistake.

delay to Ngatiwai caused by being drawn into a negotiation and settlement process including Ngapuhi but also because the Crown in its approach appears not to recognise the inherent right of Ngatiwai to stand in autonomy apart from other iwi regarding claims within its rohe if it should so wish.

You will be aware that in the past Ngatiwai Trust Board on behalf of Ngatiwai iwi has enjoyed an autonomous relationship with the Crown. Furthermore, this relationship has never been the subject of any challenge by any other iwi. Therefore you will understand the Boards concerns regarding the Crown reluctance to deal with Ngatiwai autonomously.

In summary, the Ngatiwai Trust Board assert that:

1. The Ngatiwai Trust Board is seeking the mandate of Ngatiwai iwi to negotiate and settle all remaining Ngatiwai iwi historical Treaty claims and the formulation of a mandate strategy will begin shortly;
2. The Board has conducted sufficient research and is able to satisfy the Crown that there have been breaches or omissions regarding pre-1865 purchases, confiscation and the operation and impact of the Native land laws post-1865 and that the Tupuna of Ngatiwai have suffered harm as a result of the same;
3. Ngatiwai iwi is autonomous within its rohe and as such reserves the inherent right to determine its own pathway toward settlement of its historical Treaty claims with the Crown;
4. The Ngatiwai Trust Board wishes to proceed directly to negotiation and settlement of its claims with the Crown based on the above without the need for a hearing before the Waitangi Tribunal.

Accordingly, we respectfully seek the reconsideration of your position and request a meeting with yourself, the writer and delegates of the Ngatiwai Trust Board to discuss the options available to the Crown and Ngatiwai for negotiating a comprehensive settlement of Ngatiwai historical claims.

Please contact the writer if you have any queries regarding the above and we look forward to receiving your reply.

Yours faithfully

WAYNE W PETERS & ASSOCIATES

Per:

W W PETERS

Partner

E-mail: wwp@waynewpeters.co.nz

Appendix N



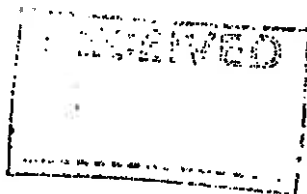
Office of Hon Christopher Finlayson

Attorney-General

Minister for Treaty of Waitangi Negotiations

Minister for Arts, Culture and Heritage

Wayne W Peters
Partner
Wayne W Peters & Associates
PO Box 5053
WHANGAREI 0140



15 FEB 2010

Tēnā koe

Thank you for your letter of 30 November 2009 updating me on the view of the Ngātiwai Trust Board in relation to the settlement of Ngātiwai's historical Treaty claims.

The rationale for considering separate negotiations with the two southern most hapū of Ngātiwai, Ngāti Rehua and Ngāti Manuhiri, is that their interests lie clearly within the Tāmaki Makaurau region. It is because the interests of these two hapū are separate from Ngāpuhi interests that they can be addressed in this way.

The remaining Ngātiwai interests are closely linked with those of Ngāpuhi and separate negotiations would result in significant amounts of work to resolve overlapping interests. The Crown wishes to negotiate claims in this region as expeditiously as possible and working within a wider group would facilitate this.

My officials at the Office of Treaty Settlements are best placed to discuss the process of your negotiations with you. The manager for Treaty settlements in the Tāmaki Makaurau, Kaipara and Hauraki regions will be in contact with you later this month.

Nāku noa, nā

Hon Christopher Finlayson
Minister for Treaty of Waitangi Negotiations

Appendix O

W W Peters/tdm
N16-24

5 March 2010

Hon Christopher Finlayson
Minister for Treaty of Waitangi
Negotiations
Private Bag 18041
Parliament Buildings
WELLINGTON 6160

BY FACSIMILE

Fax No: 04 817 6508

re: **TE IWLO NGATIWAI HISTORICAL TREATY CLAIMS**

Thank you for your letter dated 15 February 2010.

As an iwi authority the Ngatiwai Trust Board have accommodated the Crown regarding its eagerness to settle the Tamaki Makaurau claims. As you will be aware Ngati Manuhiri and Ngati Rehua were granted the Boards support to negotiate hapu based settlements following an approach from the Crown. Although Ngati Rehua and Ngati Manuhiri have hapu status they clearly acknowledge Ngatiwai as their iwi and the Ngatiwai Trust Board as the iwi authority.

With respect, our client Trust Board considers that any work involved in dealing with overlapping interests with other iwi would be comparable to the level of work required during settlement negotiations that the Crown has already participated in with other iwi. It is perplexed as to why your office would consider this a factor important enough to impede the settlement of its remaining claims. Our client Trust Board is conducting self funded research and is satisfied it can produce the level of research that the Crown would require to negotiate a settlement.

The Waitangi Tribunal made a decision that the claims of Ngatiwai should be included within Northland Inquiry, to suit the convenience of the Crown the Ngatiwai Trust Board agreed that the two southern hapu could be separated from the remaining Ngatiwai claims allowing the Crown to negotiate settlements outside the Northland Inquiry. The Ngatiwai Trust Board do not consider that any overlapping interests of other iwi are significant enough to impede

N162498:wwp:tdm

CAUTION: This fax may contain information which is confidential or which is subject to legal professional privilege. Consequently, you must not use the fax, or the information in it, in any way. Any confidentiality or privilege between solicitor and client is not waived or lost because this fax has been sent to you by mistake.

Ngatiwai from negotiating and settling its remaining claims outside that forum should it so wish. Furthermore the Ngatiwai Trust Board has prepared a draft Mandate Strategy and is confident it can achieve mandate within a relatively short time frame.

Similarly, we are unlike Ngapuhi who wish to proceed with the Northland Inquiry process. My client Board wishes to deal directly with the Crown rather than proceed with a process which it sees as inhibiting its growth and ability to move on from its grievances. Our client Board considers that direct negotiation and settlement would alleviate issues with settlement of the Northern Claims.

We acknowledge your offer to have your officials speak with us regarding the process of Treaty negotiations, however with respect, we are aware of the negotiations process and would be grateful for the opportunity to speak with you directly to present the Ngatiwai case for autonomy regarding its negotiations. The writer would like the opportunity to meet with you and your officials, together with a small delegation of Ngatiwai representatives (2) at your offices at your earliest opportunity.

Thank you in anticipation of your reply.

Yours faithfully

WAYNE W PETERS & ASSOCIATES

Per:

W W PETERS

Partner

E-mail: tdm@waynewpeters.co.nz

CC - NTR 05/03/10

Appendix P



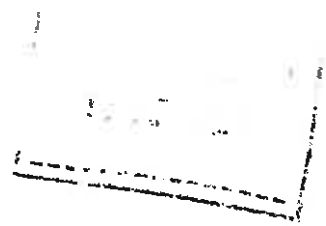
Office of Hon Christopher Finlayson

Attorney-General

Minister for Treaty of Waitangi Negotiations

Minister for Arts, Culture and Heritage

Mr Wayne Peters
Partner
Wayne W Peters & Associates
30-34 Rathbone Street
PO Box 5053
WHANGAREI 0140



Tēnā koe

Thank you for your letter of 5 March 2010, regarding Te Iwi o Ngātiwai's historical Treaty of Waitangi claims.

While it is still the Crown's preference for Ngātiwai to negotiate their remaining claims with Ngāpuhi, we understand that is not Ngātiwai's preference.

I would like to meet with you to discuss Ngātiwai's position regarding future Treaty of Waitangi negotiations. Please get in touch with Ben White at the Office of Treaty Settlement (phone 04 494 9382 or ben.white@justice.govt.nz) to arrange a meeting.

I look forward to meeting with you in the near future to discuss your aspirations for negotiations.

Naku noa, nā

Hon Christopher Finlayson
Minister for Treaty of Waitangi Negotiations

Appendix Q



Office of Hon Christopher Finlayson

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

1206

*Should and who should
attend this meeting*

*If its no benefit to us
let me know*

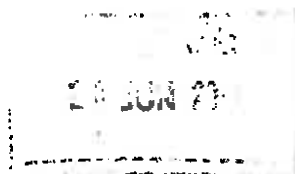
RECEIVED

17 June 2010

Ngāti Wai Trust
Boulevard

Lally

Lally Haddon
Ngāti Wai Trust
PO Box 1332
WHANGAREI 0140



Tēnā koe

Invitation to national Te Kōkiri Ngātahi Hui 29 July 2010

We are writing to invite you to Te Kōkiri Ngātahi Treaty settlements hui in **Wellington on Thursday 29 July 2010**. After Te Kōkiri Ngātahi hui last year, we agreed to meet annually with iwi and hapū to discuss new ideas to accelerate Treaty settlements and other related issues.

Achieving the just and durable settlement of all historical Treaty claims by 2014 remains a key policy for us. Together, we have made significant progress in the past 19 months and it is important we maintain this momentum.

Some of this momentum has been achieved as a result of the discussions at our meetings in 2009. Your suggestions on how the process can be improved and your feedback on the Crown's proposals to improve the process have made a difference.

The government's experience is that the goodwill shown between the Crown and Māori at those hui has continued in negotiations with settling groups and all parties have engaged with sincerity and a determination to reach settlements.

At this year's hui we will continue to share our experiences and ideas on accelerating settlements. We also want to use the hui to start talking about wider matters important to the Crown-iwi relationship. Sir Wira Gardiner has agreed to facilitate this year's hui.

Regional engagement

To inform the development of the national hui, the Office of Treaty Settlements will engage with you on a regional basis over the coming weeks. During this time we would like to hear your thoughts on progress since the hui in 2009 and what you would like discussed at this year's national hui.

National Hui – Wellington 29 July

To keep the discussion focussed at the national hui in Wellington on 29 July, we would like to keep numbers limited. We therefore invite your organisation to nominate up to two attendees. You will be sent further details of the hui venue and agenda by officials as the date approaches.

Please advise the Office of Treaty Settlements whether you wish to attend and the names of your attendees by returning the attached RSVP form by Friday 23 July 2010.

As with last year's hui, attendees will need to meet their own travel and accommodation costs.

We look forward to engaging with you at the hui.

Nā māua



Hon Bill English
Deputy Prime Minister



Hon Christopher Finlayson
Minister for Treaty of Waitangi Negotiations

Incl: RSVP form

TE KŌKIRI NGĀTAHI
Treaty Settlements Hui 2010

RSVP

Thursday, 29 July 2010
Wellington

Name: _____

Organisation: _____

Email address: _____

Contact number: _____

Any dietary or other special requirements:

☐ **Accept**

☐ **Decline**

Other nominated attendee

Name: _____

Organisation: _____

Email address: _____

Contact number: _____

Any dietary or other special requirements:

☐ **Accept**

☐ **Decline**

Please fax back to: **The Office of Treaty Settlements**
 Fax (04) 494 9801

Or email to: reception.ots@justice.govt.nz

Please RSVP by Friday, 23 July 2010

Appendix R



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

7 JUN

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 Rangihokaiā of Ngāti Wai and Tukūki, 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 whakatauki: 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 NGÄTI
MANUHIRI SETTLEMENT TRUST in the
presence of:**


Laly Paraone Haddon


Ringi Brown


Marilyn O'Brien Shearer

WITNESS


Clint Richards

Name:

**Barriester
Auckland**

Occupation:

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


J. N. Christmas

Name: JAMES CHRISTMAS

**Occupation: MINISTERIAL
COUNCIL**

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	<p>This clause is inserted as new clause 5.5A immediately after clause 5.5 as follows:</p> <p>"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."</p>
New paragraph 6.31, legislative matters schedule	<p>The following new paragraph 6.31 is inserted after the new heading "Involvement of other iwi":</p> <p>"This part does not exclude representatives of other iwi being involved with the Hauturu plan, if other enactments provide for that."</p>

Appendix S

Ngātiwai Trust Board

129 Port Road, Whangarei 0110
P.O. Box 1332, Whangarei 0140, New Zealand
Telephone +64 9 430 0939 Fax +64 9 438 0182
Email: Ngatiwai@ngatiwai.iwi.nz Website: www.ngatiwai.iwi



7 March 2013

Hon Christopher Finlayson
Minister for Treaty of Waitangi Negotiations
Private Bag 1840
Parliament Buildings
Wellington 6160
New Zealand

Tena koe e te rangatira

Ngātiwai Trust Board's Intensions

No-doubt your officials have already advised you that the Ngātiwai Trust Board is actively preparing to engage with Te Iwi o Ngātiwai in pursuit of a mandate to represent all remaining Ngātiwai Treaty claims via the direct negotiations pathway.

This letter is to officially inform you that the Ngātiwai Trust Board have established the following goals:

- To achieve a Mandate to enter into direct negotiations and establish an Agreement in Principal (AIP) within 2013 and
- To achieve a Deed of Settlement as soon as possible within 2014

To give effect to these goals we are seeking your support in ensuring that Ngātiwai is at the top of your mind when establishing work priorities for the coming year. Should that be the case we look forward to strengthening ties and relationships with the Crown and particularly with yourself - the Minister in charge of Treaty of Waitangi Negotiations - as we progress toward Settlement.

Ngā mihi

Haydn Edmonds
Chairman

"Te Karere o Tukaiaia"

Appendix T



Ngātiwai Trust Board

129 Port Road, Whangarei 0110
P.O. Box 1332, Whangarei 0140, New Zealand
Telephone +64 9 430 0939 Fax +64 9 438 0182
Email: Ngatiwai@ngatiwai.iwi.nz Website: www.ngatiwai.iwi.nz

Haydn Edmonds

Chairman
Ngātiwai Trust Board

Agenda

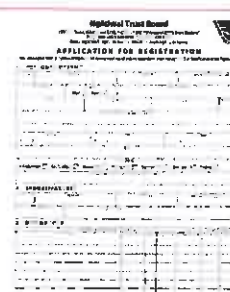


1. NTB work to date
2. Pros and cons
3. Crown Settlement Policy
4. NTB Intentions
5. Other matters

Ngātiwai Trust Board (NTB)



- Charitable Trust
- Trust Deed
- Purpose is to benefit Te Iwi o Ngātiwai
- Tribal Register
- Mandated Iwi Organisation for Fisheries



Ngātiwai Marae



- Tūparehuia
- Ngaiotonga
- Punaruku
- Otetao
- Mōkau
- Oākura
- Whananāki
- Matapōuri
- Ngunguru
- Pātaua
- Takahīwai
- Pākiri
- Motairehe
- Kawa



Marae	Trustees	Alternates
Tūparehura	Kathy Pita	Dick Pene
Ngaiotonga	Merepeka Henley (Deputy Chair)	Jury Greenland
Punaruku	Haydn Edmonds (Chair)	
Otetao	Gary Reti	Elvis Reti
Mokau	Donna Yamaki	Adnanne Taungapeau
Oakura	Henry Murphy	
Whananāki	Allan Moore	Isha Waetford
Matapōuri	Kris MacDonald	Marion Kerepeti-Edwards
Ngunguru	Erica Wellington	Mike Rundlett
Pātaua	Hori P Mahanga	
Takahīwai	Michael Leuluai	
Pākiri	Laly Haddon QSM	
Motairehe	Andrea Munro	Jeff Cleave
Kawa	George Ngāwaka	

NTB Work to Date



- 1987 NTB WAI 244 Claim Lodged
- 2008 NTB fund \$225,000.00 toward research
- **Completed for northern cluster**
 - All Whangaruru Marae
- **Part complete for central cluster**
 - Ngunguru, Matapouri, Whananaki
 - Waiting for Pataua
- **Part complete for southern cluster**
 - Pakiri, Motairehe, Kawa
 - Waiting for Takahiwai

Research

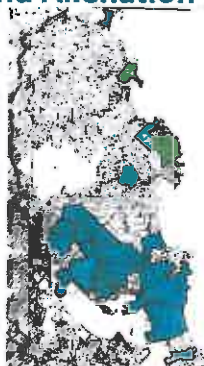
- The research we have completed is sufficient to enter direct negotiation.
- We must be able to:
 - “**demonstrate harm**” and show the “**extent of loss**”
 - further research can be completed as we negotiate the settlement
- The Crown now accepts that land alienation was in breach of the Treaty of Waitangi
- A hearing is not necessary to establish that this type of action is a Treaty breach

Ngātiwai Land Alienation



Land Loss to 1865

- Blue
 - Old land claims
 - pre 1840
- Green
 - Crown Purchases
 - 1840 to 1865

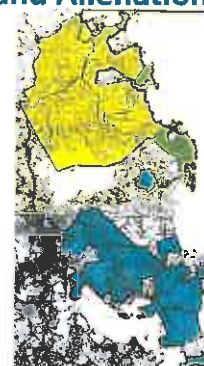


Ngātiwai Land Alienation



Land Loss 1865 to 1885

- Yellow
 - Land Court
 - 1965 to 1905

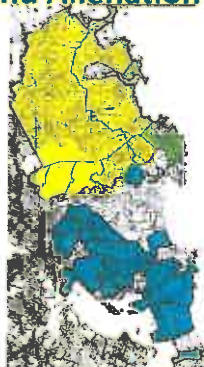


Ngātiwai Land Alienation



Land Loss 1885 to 1905

- Yellow
 - Land Court
 - 1965 to 1905

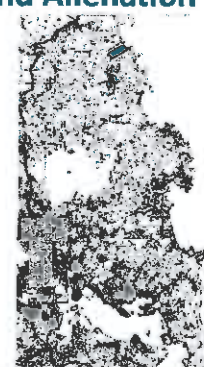


Ngātiwai Land Alienation



Remaining Māori Land

- Red



Ngātiwai Sea Alienation

Historical Claims

- 21 September 1992

Marine Reserves

- 1975 Goat Island, Leigh
- 1981 Poor Knights Islands



Engagement With the Crown



Date	Event
June 2009	Crown include Ngati Manuhiri and Ngati Rehua – Ngati Wai ki Aotea in "Tamaki/Hauraki Collective" settlement via direct negotiations
November 2009	NTB approach Crown to enter direct negotiations for remainder of Ngātiwai
Feb 2010	Crown decline request due to overlapping claims with Ngapuhi
March 2010	NTB respond with case for Ngātiwai to settle outside WAI 1040
May 2010	Crown decide to lump Ngātiwai in with Northland Inquiry WAI 1040
June 2010	Meetings with Minister Finlayson to further discuss matters
2011	Minister's response confirming that Crown is open to direct negotiations – subject to mandate
March 2013	NTB develop DRAFT mandate strategy

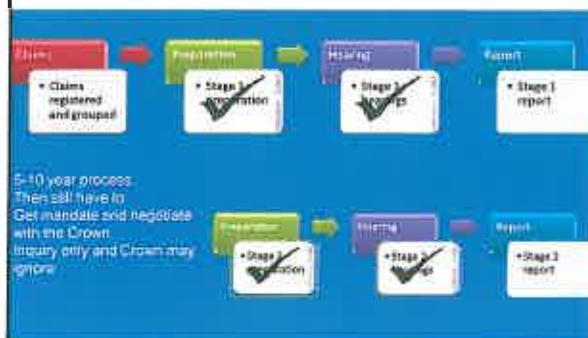
Questions?



Kris MacDonald

Trustee
Ngātiwai Trust Board

Overview of the Waitangi Tribunal Pathway



Overview of Direct Negotiations Pathway



How it all fits together



Pros and Cons

Of going to the Waitangi Tribunal compared with going into direct negotiations with the Crown

NTB view on the Waitangi Tribunal

- **Positives**
 - Day in Court, public reconciliation process
 - Research is thorough and may help others
 - Tribunal report provides a basis for negotiations
 - May unify claimants
 - Provides for partial rather than comprehensive inquiry
- **Negatives**
 - 5-10 year or longer process and huge "costs", then negotiations
 - Not binding except in rare circumstances
 - Unlikely to influence or increase redress – Crown may ignore
 - May divide claimants
 - Tribunal report limited to generic issues or a few high priority issues in depth

NTB view on Direct Negotiations

- **Positives**
 - Streamlined Process 2-3 years to settle
 - Settlement goals reached more quickly
 - Costs significantly less
 - We control and write our historical account
 - Can arrange for Crown to face claims
 - Consolidates Iwi leadership
 - "Iwi futures" development planning can start sooner
- **Negatives**
 - Needs research and unity of Large Natural Grouping
 - No public forum for Crown to face claims
 - Risk of "disillusionment" if process breaks down
 - Claimants may feel "short changed" if not heard
 - Risk of overlapping Iwi and cross claimant groups
 - Risk leaving grievances unresolved longer

NTB Intentions

- To take the direct negotiations pathway
- We have set goals to achieve:
 - Agreement in Principle by 2013
 - Deed of Settlement by 2014
- We need your support!!!
 - We have to develop and implement a mandate strategy (see DRAFT provided)
 - You get to decide if you will give us your mandate by voting on it

Questions?

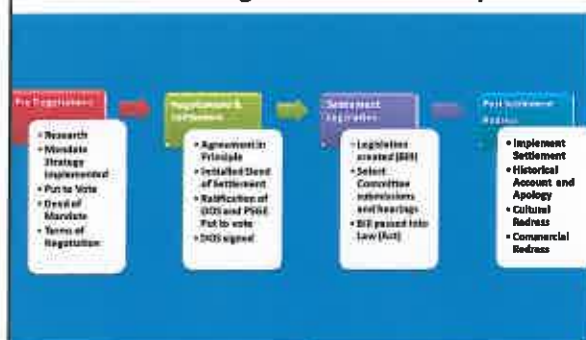
Tania McPherson

Treaty Claims Manager
Ngātiwai Trust Board

DRAFT Mandate Strategy

PART ONE: INFORMATION AND BACKGROUND CONTEXT

Overview of Direct Negotiations Pathway



Types of Redress

- **Cultural Redress**
 - Protection for wahi tapu in legislation
 - Mandatory Management Plans that include lwl for Crown owned estate
 - Place name changes
 - Signage in Te Reo for Government local body signs
 - Education
 - Ngātiwai Wananga
 - A whare taonga
 - A library
 - A cultural centre
- **Commercial Redress**
 - Money
 - Lands
 - Buildings
 - Commercial Properties yielding an income
 - Parks and Reserves that will have to be maintained at our cost
 - Access or Concession fees from commercial operations in protected areas

What is a Mandate Strategy?

- A formal plan to achieve a mandate that is:
 - recognised by YOU (Te Iwi o Ngātiwai) first and then the Crown (e.g. Deed of Mandate)
 - fair, open and transparent
 - Consistent with key Crown Treaty settlement policies

Crown Policy Framework

The Crown:

- deals with Large Natural Groupings
- negotiates Comprehensive Settlements
- negotiates only with mandated representatives

Who are the Crown dealing with?

Te Iwi o Ngātiwai

- Descent from Manaia:
 - Manaia II
 - Tahuhunulorangi and
 - Te Rangihokaia
- Wananga proposed to clarify this

- Clarity needed on:
 - Our marae and hapu
- Both
 - present day hapu
 - Historical hapu



Who are the Crown dealing with?

Rohe
Area of interest



Overlapping Iwi Claims



Ngapuhi



Ngāti Whatua

Overlapping Iwi Claims



Te Uri o Hau



Haureki

Questions?



Merepeka Henley

Deputy Chair
Ngātiwai Trust Board

DRAFT Mandate Strategy

PART TWO: PROPOSED PATH AHEAD

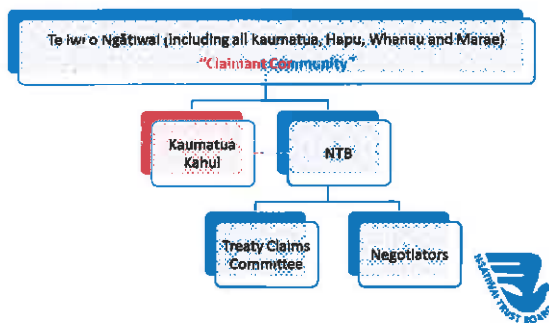


1. Proposed NTB Accountability Measures

- Decisions by consensus
- Report Annually
- Communicate frequently
- Clear disputes procedure
- Clear mandate removal process
- Clear fund management



2. Proposed Supporting Structures During Settlement Negotiations



Terms of Reference (ToR) Components



Purpose	Structure	Accountability
• What job will they do?	• How are they set up and organised?	• Who do they report/relate to and how often?

Kaumātua Kāhui (ToR)



Purpose	Structure	Accountability
<ul style="list-style-type: none"> • Provide oversight, direction and guidance • Support the NTB goals • Keep the Iwi together 	<ul style="list-style-type: none"> • Max of 4 Nominations from Kaumātua • Balance of Male and Female 	<ul style="list-style-type: none"> • Keep all Kaumātua informed regularly • Advise NTB

Negotiators (ToR)



Purpose	Structure	Accountability
<ul style="list-style-type: none"> • Negotiate the best possible settlement with the Crown for Ngātiwai 	<ul style="list-style-type: none"> • Max of 4 Negotiators • 1 Trustee appointed by NTB • 3 Nominated by Marae and ranked • Team needs to have range of core skills (Matrix) • Vetted and appointed by NTB 	<ul style="list-style-type: none"> • Report to NTB monthly or more frequently if the need arises • No decision making powers • Performance will be closely monitored by NTB • Removed if need arises

Treaty Claims Committee (ToR)

Purpose	Structure	Accountability
<ul style="list-style-type: none"> • Planning, implementation and follow-up to support and complete the settlement 	<ul style="list-style-type: none"> • Sub-committee of 3 Trustees • CEO + TCM • Others as needed 	<ul style="list-style-type: none"> • Report to NTB monthly or more frequently if the need arises



3. Proposed Hui Process

- 8 Mandate hui
- 21 days notice
- Major Newspapers
- One Presentation
- One Resolution



4. Proposed Voting Process

- Mandate Information posted out
- Voting by Postal Ballot only
- Special Vote – unregistered members
- Replacement Papers
- Independent Returning Officer



How is the Mandate Achieved?

- Votes Counted and communicated
 - 75% or more ideal?
 - TPK verify process is proper
- Submissions received and responded to
- Ministers recognise mandate



Questions?



Haydn Edmonds

Chairman
Ngātiwai Trust Board

Conclusions



- NTB have done a lot of work
- There is a risk of being left behind
- The Crown deal with Large Natural Groupings
- Ngātiwai Trust Board is demonstrating leadership
- Ngātiwai Trust Board have developed a DRAFT mandate strategy and we want your feedback

Documents released

At the end of the Information Sharing Hui

Both:

- the DRAFT Mandate Strategy and
- The power point presentation

Will be made available:

- on our web-site and
- Posted or e-mailed to those who provide an up to date address (please register with us)

Feedback

- Please provide your written feedback by:
Friday 10th May 2013
- Post or e-mail your feedback to:
Tania McPherson
Treaty Claims Manager
Ngātiwai Trust Board
129 Port Road
P.O. Box 1332
Whangarei
tania.mcperson@ngatiwai.iwi.nz



Questions?



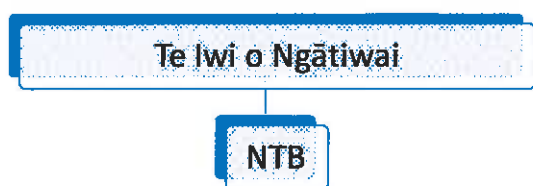
Ngātiwai Trust Board

129 Port Road, Whangarei 0110
P.O. Box 1332, Whangarei 0140, New Zealand
Telephone +64 9 430 0939 Fax +64 9 438 0182
Email: Ngatiwai@ngatiwai.iwi.nz Website: www.ngatiwai.iwi.nz

Overview of Direct Negotiations Pathway



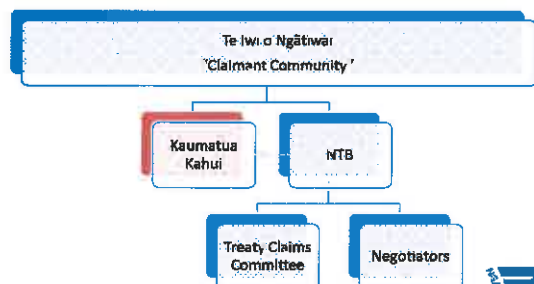
1. Existing Structures



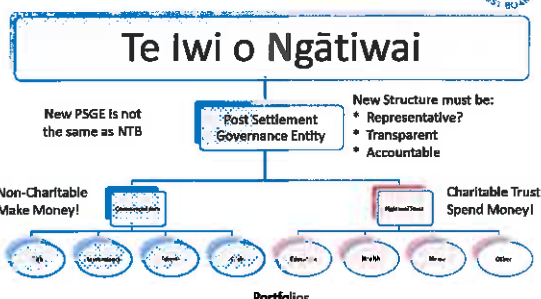
- 14 Marae elected Trustees on the Ngātiwai Trust Board
- Ultimately NTB accountable to Te Iwi o Ngātiwai



2. Proposed Supporting Structures During Settlement Negotiations



3. Future Structure?



Ngātiwai Trust Board

129 Port Road, Whangarei 0110
 P.O. Box 1332, Whangarei 0140, New Zealand
 Telephone +64 9 430 0939 Fax +64 9 438 0182
 Email: Ngatiwai@ngatiwai.iwi.nz Website: www.ngatiwai.iwi.nz

Fisheries Assets

- Fisheries settlement assets include:
 - settlement quota & AFL income shares
- Governed by Maori Fisheries Act 2004
 - only Mandated Iwi Organisations (MIOs) can hold fisheries settlement assets (Section 130)
 - only one MIO per iwi (Section 13)
 - 57 iwi recognised (Schedule 3)
 - Ngātiwai Trust Board is the MIO for Ngātiwai Iwi
- Any changes to this would require an Act of Parliament – unlikely to succeed – full and final

Appendix U

.

2



DRAFT Ngātiwai Trust Board Mandate Strategy

On behalf of Te Iwi o Ngātiwai

Version: 3

Status of this document: DRAFT for consultation with Te Iwi o Ngātiwai

Release date: 13 April 2013

A Note Regarding Ngāti Manuhiri and Ngāti Rēhua – Ngātiwai ki Aotea

This document is to be read on the basis of and is to apply in respect of all remaining Ngātiwai Historical Treaty claims other than those claims that have or are, with the support of the Ngātiwai Trust Board been or are being prosecuted by Ngātiwai hapū autonomously.

Throughout this document the term “remaining claims” refers to those remaining Ngātiwai claims that have not already been prosecuted or are not in the process of being prosecuted (i.e. excluding settlement or negotiations towards settlement related to Ngāti Manuhiri by the Ngāti Manuhiri Settlement Trust and Ngāti Rēhua – Ngātiwai ki Aotea by Ngāti Rēhua – Ngātiwai ki Aotea Trust).

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

1. Preliminaries

A Word from the Chair

Tēnā kōoutou katoa

Along with a good deal of other Iwi throughout Aotearoa including Iwi in Te Tai-tōkerau region our Board is now of the view that the time has come to seek a Treaty Settlement with the Crown. In doing so we have two options: the first involves going to the Waitangi Tribunal. This is a long process and arguably provides the opportunity for grievances to be documented and publicly aired in the Tribunal Hearings. The other is to go into direct negotiations with the Crown. By comparison this is a shorter process reducing time and costs for both Ngātiwai and the Crown. The first step in following this later path is to seek a mandate from Iwi members to represent their interests in direct negotiations. That is the purpose of this document. Please read this DRAFT Mandate Strategy and tell us what you think.

However, it is a mistake to think of the two processes as competing with each other because in the end, all settlements must still be negotiated with the Crown. While the Waitangi Tribunal can present a final report to the Crown for consideration, their recommendations are not binding (except in a few rare instances). At that point negotiations commence as they do in direct negotiations and each Iwi is left to fight for as much as they can get.

Despite that, if supported by the claimant community and the scheduling of Stage 2 hearings can be aligned the Ngātiwai Trust Board is open to seeking a mandate for direct negotiations in parallel alongside Tribunal hearings. The mandate proposal could also seek to hold a presentation of claims to Ministers during negotiations to allow claimants to be heard. The harsh reality though is that no settlement however well founded or carefully worded and presented will ever compensate whanau, hapu and Iwi for the full loss of land and hardship that has been suffered. Ultimately there is a fiscal "cap" on the amount of redress offered and it is debatable that if one took the Waitangi Tribunal pathway to settlement the result would be any different from the direct negotiations pathway.

In the end you will decide. If you give us your mandate it is possible to reach a settlement by 2014. If not, it could take up 10 or more years to reach a Settlement. However, we cannot responsibly sit back and neglect to present you with an opportunity to choose. Therefore this document does that by firstly informing you of how we propose to give you that choice – you get to vote on it – and then if we get your support it outlines how we will go about securing a settlement on your behalf.

Ngā Mihinui

Haydn Edmonds

*"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"*

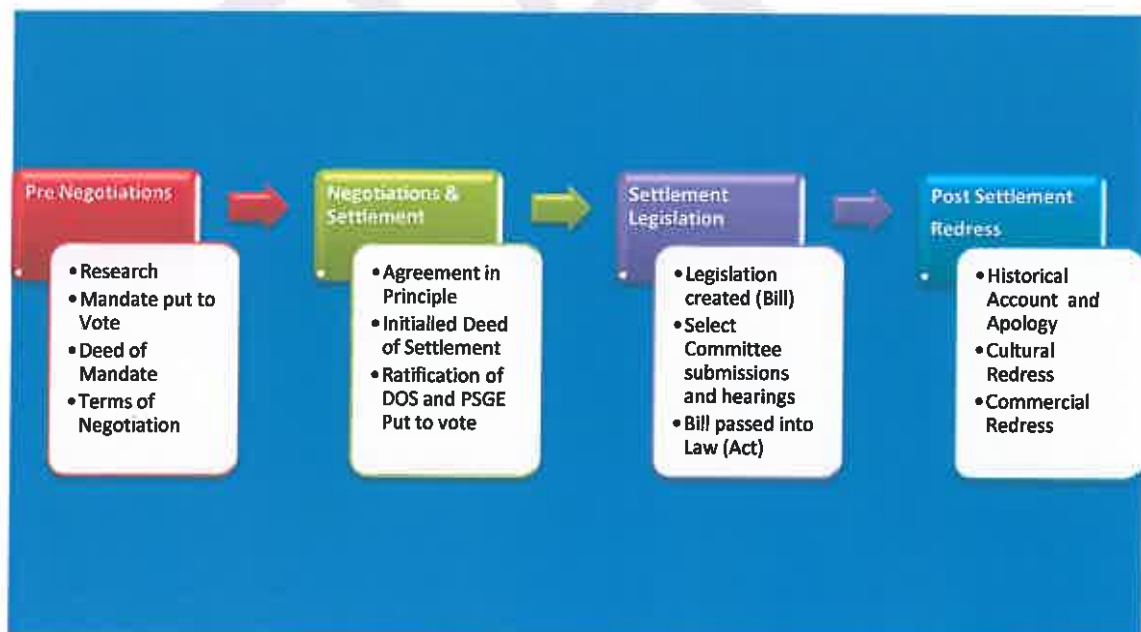
Structure of this Document

This document is prepared in two parts:

- **Part one:** provides background information and context to the Mandate Strategy (i.e. who is seeking a mandate from whom and what will be done with it if it is secured). It then describes in detail the group who will be represented by the Ngātiwai Trust Board if the mandate is secured. It also provides details about the internal structure and operations of the Ngātiwai Trust Board (who is seeking the mandate) and concludes with an update on matters the NTB will need to address in moving forward (i.e. overlapping iwi/claims and research yet to be completed).
- **Part two:** sets out the proposed path ahead by clarifying the components of the mandate strategy including what will be done, who will do it, how will they do it, where and when it will be done etc. It provides the logistics of how a mandate is secured. Finally it sets out the next steps that will follow after the voting period has closed to confirm a mandate has been secured.

Overview of the Direct Negotiations Pathway

The illustration below shows the bigger picture by outlining how the Mandate is only the first step in a series of steps towards negotiating a Settlement with the Crown on a full and final basis.



List of Abbreviations

AGM	Annual General Meeting
AIP	Agreement in Principal
CEO	Chief Executive Officer
DOM	Deed of Mandate
DOS	Deed of Settlement
IPD	Iwi Planning Document
IRO	Independent Returning Officer
LNG	Large Natural Grouping
MIO	Mandated Iwi Organisation
NTB	Ngātiwai Trust Board
OTS	Office of Treaty Settlements
PSGE	Post Governance Settlement Entity
TCC	Treaty Claims Committee
TCM	Treaty Claims Manager
TON	Terms of Negotiation
TOR	Terms of Reference
TPK	Te Puni Kōkiri

Table of Contents

1.	Preliminaries.....	3
1.1	A Word from the Chair.....	3
1.2	Structure of this Document.....	4
1.3	Overview of the Direct Negotiations Pathway.....	4
1.4	List of Abbreviations.....	5
1.5	Table of Contents	6
 PART A: INFORMATION AND BACKGROUND CONTEXT		
2.	What is a Mandated Strategy and what does it do?.....	9
2.1	The purpose of this document is to establish a mandate strategy.....	9
2.2	Who is seeking a mandate from whom?.....	9
2.3	What are the limits to a mandate and what is a PSGE?.....	9
2.4	What happens next and how long will it take to achieve a settlement?.....	9
3.	How will the Crown assess this Strategy?.....	10
3.1	Engagement with the Crown must be consistent with key Crown policies.....	10
3.2	The process must be fair, open and transparent.....	10
4.	Who are the Crown Dealing with/Claimant Definition?.....	11
4.1	Tupuna/Ancestry.....	11
4.2	Hapu and Marae.....	11
4.3	WAI Claims to be Settled.....	12
4.4	Rohe/Area of Interest.....	13
5.	The Ngātiwai Trust Board.....	14
5.1	Structure and Key Governing Documents.....	14
5.2	Meetings of the Board.....	14
5.3	Ngātiwai Trust Board Representatives.....	15
5.4	Election of Trustees.....	15
5.5	Treaty Claims Sub-committees of the NTB.....	15
5.6	Eligibility and process to register on the Tribal Register.....	15
6.	What has happened so far?.....	17
6.1	Preparing the Claim.....	17
6.2	Previous Engagement with the Crown.....	20
6.3	NTB Information Sharing Hui.....	20
6.4	Waitangi Tribunal.....	21
6.5	Overlapping Iwi Interests.....	21

PART B: PROPOSED PATH AHEAD

7. Please give us feedback on NTB Proposals to Secure your Mandate.....	23
8. Proposed Accountability Measures.....	24
8.1 Decision Making Process of the Trustees.....	24
8.2 Reporting Process of the Trustees.....	24
8.3 Communication Process with the Te Iwi o Ngātiwai.....	24
8.4 Disputes Procedure.....	24
8.5 Mandate Amendment and Removal Process.....	25
8.6 Treaty Settlement Funding Management.....	25
9. Proposed Supporting Structures including Roles and Responsibilities.....	26
9.1 Terms of Reference (ToR) Components.....	26
9.2 Kaumāta Kāhui.....	26
9.3 Negotiators.....	27
9.4 Treaty Claims Committee.....	27
9.5 Participation of Te Iwi o Ngātiwai.....	27
9.6 Appointment of an Independent Retraining Officer.....	27
9.7 Terms of Reference for the Independent Returning Officer.....	27
9.8 Involvement of Te Puni Kokiri Observers.....	28
10. Proposed Mandate Hui Process.....	29
10.1 Hui Time/Location.....	29
10.2 Hui Advertising.....	30
10.3 Hui Presentation.....	30
10.5 Hui Resolution to be put to the Vote.....	30
11. Proposed Mandate Voting Process.....	31
11.1 Eligibility to Vote.....	31
11.2 Voting by Secret Ballot Only.....	31
11.3 Postal Vote Process.....	31
11.4 Voting at Hui.....	32
11.5 Special Vote.....	32
11.6 Replacement Voting Papers.....	32
12. How is the Mandate Achieved?.....	33
12.1 Communicating Voting Results.....	33
12.2 Submissions analysed and responded to.....	33
12.3 Deed of Mandate Recognised by Ministers.....	33

APPENDICIES

PART A: INFORMATION AND BACKGROUND CONTEXT

2. What is a Mandate Strategy and what does it do?

The purpose of this document is to establish a mandate strategy

This document provides all the information required for the Ngātiwai Trust Board ("NTB") to demonstrate that it has a clear strategy to achieve a Mandate from Te Iwi o Ngātiwai to represent Ngātiwai in direct settlement negotiations with the Crown. The mandate must be achieved:

- through a fair, open and transparent process that is recognised by Te Iwi o Ngātiwai and the Crown.
- in a manner consistent with key Crown Treaty settlement policies.

This document is not for the purpose of describing specific details about the claims, nor of the settlement to be sought, as these are significant matters to be further discussed, negotiated and communicated between Te Iwi o Ngātiwai, the NTB and the Crown.

Who is seeking a mandate from whom?

This mandate strategy signals that the NTB is intending to seek a mandate to represent Te Iwi o Ngātiwai in direct Treaty negotiations with the Crown for the comprehensive settlement of all remaining historical Treaty claims of Ngātiwai. Any such mandate must be conferred by the claimant group initially and only after that has been achieved can Ministers then recognise the mandate in a Deed of Mandate (DOM).

What are the limits to a mandate and what is a PSGE?

A DOM will only give NTB the authority to negotiate an initialled¹ Deed of Settlement (DOS) with the Crown. NTB must then present the initialled DOS together with a proposed Post Settlement Governance Entity (PSGE) to Te Iwi o Ngātiwai for their approval and ratification. A PSGE is a newly established non-charitable entity specifically designed to receive settlement assets. Assets received by the PSGE after a settlement occurs are intended to be managed prudently for the benefit of current and future generations of the settling group (i.e. Ngātiwai).

What happens next and how long will it take to achieve a settlement?

Assuming this mandate strategy has been endorsed² by the Crown and implemented by the NTB the results of the mandate voting process will determine if a DOM to represent Te Iwi o Ngātiwai can be established for NTB.

The DOM if recognised by Ministers will allow the NTB to enter into direct negotiations with the Crown, agree on Terms of Negotiation (TON) and then negotiate an Agreement in Principle (AIP). All going well NTB aim to achieve an AIP within 2013 and present the initialled DOS together with a proposal for a PSGE back to Ngātiwai in 2014 for ratification before a settlement can be finalised and a DOS established. The final step will then be up Ngātiwai negotiators and officials to draft a settlement bill to enact the DOS into Law following which settlement redress will be returned.

¹ An "initialed" Deed of Settlement is similar to an agreed DRAFT. It is initialed by both sets of negotiating parties before the mandated body takes it back to their claimant community for ratification.

² Endorsement is provided on the basis that the mandate strategy is fair, open, transparent and consistent with key Crown settlement policies.

3. How will the Crown assess this Strategy?

Engagement with the Crown must be Consistent with Key Crown Policies

Over time the Crown has established a number of key policies that frame-up the context in which direct Treaty settlement negotiations take place today. Those that influence the process to achieve a DOM are outlined below.

- **The Crown Negotiates with Large Natural Groupings (LNG)**

The Crown Settlement Policy sets out the strong preference to negotiate with a LNG of tribal interests rather than with individual claimants or whānau within a tribe. This allows the Crown to offer a wide range of redress, and reduces costs for both the mandated representatives and the Government.

The Crown has recognised Ngātiwai as a suitable LNG to enter into settlement negotiations - if a Mandate is secured (see Appendix A).

- **The Crown Negotiates Comprehensive Settlements**

The Crown has a strong preference to negotiate comprehensive settlements so it can be sure that it can properly address all the historical claims of a claimant group at the same time.

It should be noted however that the both Ngāti Manuhiri and Ngāti Rēhua – Ngātiwai ki Aotea were given the opportunity to settle separately from Ngātiwai (with the support of NTB) because of their inclusion in the Tāmaki Makau-rau Collective Settlement along with other iwi/hapū.

The Tāmaki Makau-rau situation provided a unique set of circumstances that allowed for an exception to this key Crown Policy. Those circumstances include:

- That the rohe/area of interest for both Ngāti Manuhiri and Ngāti Rēhua ki Aotea were located within Tamaki Makau-rau region.
- That the Tāmaki Makau-rau settlement process was primarily geographically focused on settling with multiple iwi/hapū that have a shared interest in Tāmaki Makau-rau region. It did not require all iwi/hapū to have a common tupuna or ancestor.

However, these unique circumstances do not exist for the remaining Ngātiwai hapu or their area of interest and therefore separate hapu based settlements are unlikely to be acceptable to the Crown.

The process must be fair, open and transparent

The proposed processes and measures outlined in Part Two of this DRAFT mandate strategy such as decision making, disputes procedures, reporting requirements as well as the logistical matters such as hui time and location advertising, voting rules and procedures must all be clearly established. This is to ensure that the strategy meets the requirements of being fair, open and transparent.

4. Who are the Crown dealing with/Claimant Definition

Tupuna/Ancestry

The Ngātiwai claimant group includes all individuals, whanau and hapu of Ngātiwai that trace descent from our founding ancestor Manaia II, Tahuhunuorangi and Te Rangihokaia. This will be refined and confirmed throughout the course of negotiations. Ngātiwai descendents include those affiliated to the following Marae and Hapū (including historical hapū who have since been absorbed into present day hapū).

Marae and Hapū

NOTE: Some hapū have shared whakapapa with both Ngātiwai and other iwi. This strategy will seek to clarify and address their Ngātiwai related claims only.

Ngātiwai Marae ³	Present Day Ngātiwai Hapū	Historical Ngātiwai Hapū
Tūparehuia Ngaioitonga Otetao Reti Ōākura Mōkau Punaruku Whananāki Matapōuri Ngunguru Pātaua Takahīwai Omaha ⁴ Motairehe ⁵ Kawa	To be confirmed	To be confirmed

NOTE: Ancestry, hapu and marae need to be checked and confirmed by kaumātua. A wananga is to be held in late April 2013 to commence the clarification of these matters.

For clarity we acknowledge that both the Ngāti Manuhiri Settlement Trust and Ngāti Rēhua – Ngāti Wai ki Aotea Trust (with the support of Ngātiwai Trust Board) have achieved a mandate to represent their hapu in separate negotiations with the Crown. Therefore this mandate strategy will cover all remaining claims of Te Iwi o Ngātiwai while acknowledging that the iwi/hapū listed above whakapapa into us.

³ See Schedule 2 of the Trust Deed for Recognised Marae of Ngātiwai.

⁴ Note that Omaha Marae is listed in the Ngāti Manuhiri Settlement.

⁵ Note that Motairehe and Kawa Marae are included in the Claimant Definition for Ngāti Rēhua - Ngāti Wai ki Aotea.

WAI Claims to be Settled

The Ngātiwai WAI claims include all remaining claims made at any time (whether or not the claims have been researched, registered and/or notified) by any claimant or anyone representing them that:

- are based on a claimant's affiliation to Ngātiwai and/or one of the listed marae;
- are founded on rights arising from the Te Tiriti o Waitangi/The Treaty of Waitangi, or its principles under legislation, at common law (including customary law and aboriginal title) from a fiduciary duty, or otherwise; and
- arise from or relate to acts or omissions that occurred before 21 September 1992 by or on behalf of the Crown or under legislation whether registered or not with the Tribunal.

Remaining Ngātiwai Claims (in-so-far as they relate to Ngātiwai)

Wai No ⁶	Claim Title	Claimants
244	Te Iwi o Ngātiwai historical claims	Uru Palmer/Ngātiwai Trust Board
262 ⁷	Flora & Fauna	Saana Murray & Others
Others to be confirmed?		

⁶ Note: All WAI numbers need to be checked with the Waitangi Tribunal to ensure we have an up to date list.

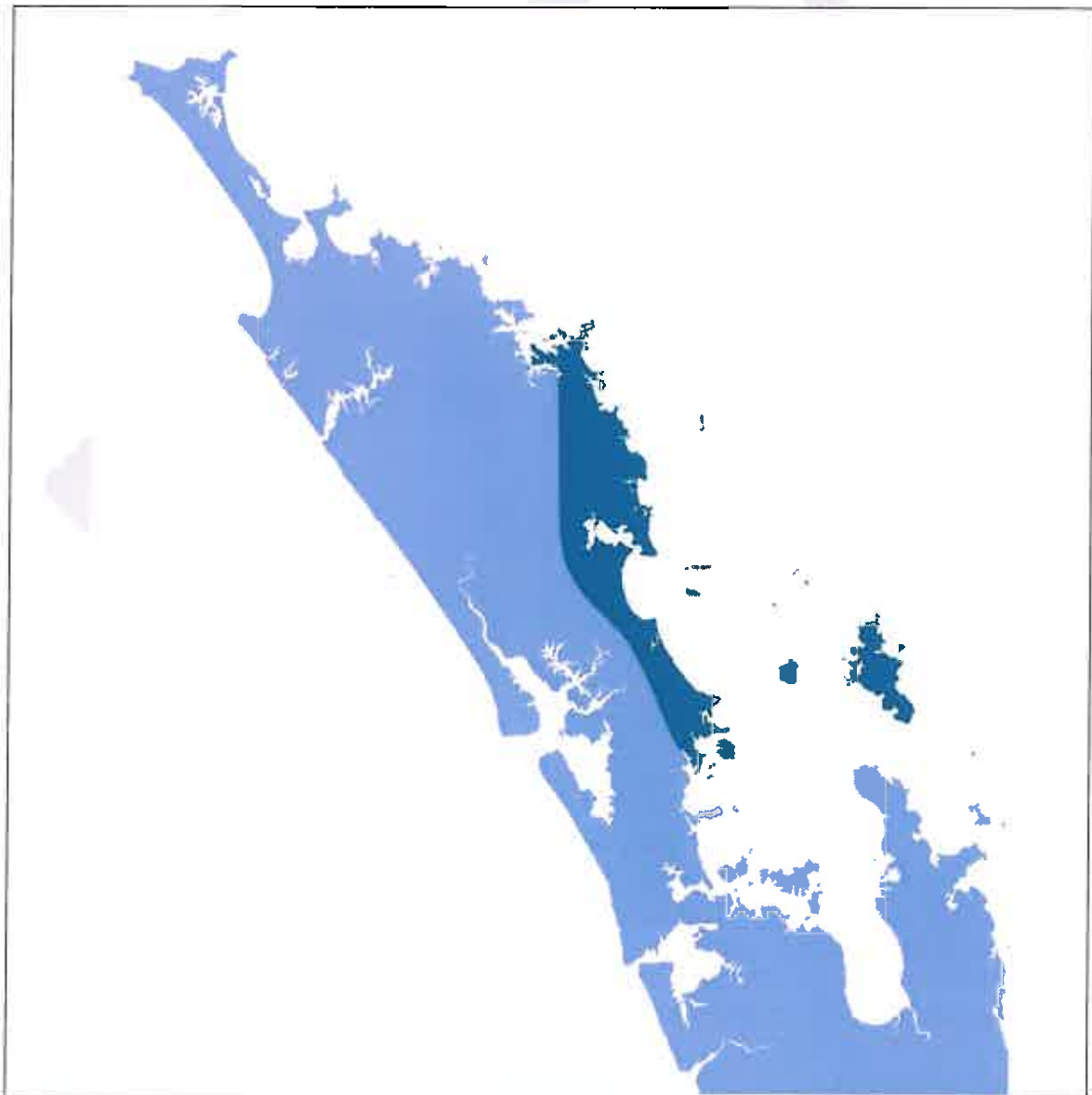
⁷ Note: only the historical component of WAI262 in so far as it relates to Ngātiwai is to be included.

Rohe/Area of Interest

The rohe (tribal area) of Ngātiwai is located in the Taitokerau region encompassing Motukōkako and Rakaumangamanga (Cape Brett) to the north and extending south to Okura river mouth south of Whangaparoa. The easterly boundary takes in Tawhiri Rahi and Aorangi (the Poor Knights), Taranga (Hen) and Maro Tiri (Chicken) Islands, Hauturu-a Toi (Little Barrier), Aotea (Great Barrier), Kawau, Tiritiri Matangi, and includes interests in Waiheke and many other offshore islands and rocks of Te Moana Nui a Toi. The western boundary generally follows State Highway 1 running from an area in the south around the Kaipara flats north and backs onto the eastern boundaries of neighbouring Iwi (as shown in the map below).

The land, ocean and islands along this coastline have a unique and special significance for Ngātiwai. They contain sites of cultural significance (i.e. traditional food sources, lanes of travel, islands sites of ancient occupation and wahi tapu).

NOTE: A complete list of natural resources will be compiled to accompany this broad description including all islands, forests, rivers, harbours, sands, gravel, minerals and any other natural resources that fall within the Ngātiwai rohe/area of interest.



5. The Ngātiwai Trust Board

Structure and Key Governing Documents

In 1984 the NTB was constituted under the Charitable Trusts Act 1957 with the governance and management arrangements set out in a Trust Deed (see Appendix B). The Trust Deed has been developed in a manner that aims to embrace the beneficiaries of Ngātiwai irrespective of their domicile but with a clear linear relationship between the beneficiaries, Marae and the Trust Board. NTB is ultimately responsible and accountable to members of Te Iwi o Ngātiwai.

Ngātiwai Trust Board is recognised as a Mandated Iwi Organisation (MIO) under the Māori Fisheries Act (2004) and has its *Ngātiwai Iwi Environmental Plan* recognised as an Iwi Planning Document (IPD) under the Resource Management Act (2007) for consent purposes. (See the Ngātiwai Trust Board's website for further information at www.ngatiwai.iwi.nz).

Meetings of the Board

The Trustees meet regularly on a monthly basis. The NTB also has the authority to call special general meetings in accordance with its Trust Deed, where required.

Ngātiwai Trust Board Representatives

The NTB is governed by 14 Trustees each elected by adult registered members of one of the 14 Ngātiwai marae. Each marae may also elect one alternate. Each Trustee may hold office for a term no longer than three years without having to face re-election. In summary a Trustee may cease to hold office if they:

- resign in writing
- fail to or neglect to attend three consecutive meetings of the Trustees without leave of absence
- have been suspended for a period exceeding three consecutive meetings of the Trustees
- have been declared of unsound mind by a medical practitioner
- is or becomes bankrupt
- is or has been convicted of a crime involving dishonesty
- dies
- is in or accepts employment with another Iwi organisation, or
- fails to meet the requirements for registration as an officer with the Charities Commission.

The Board is entitled to suspend a Trustee for any acts or omissions caused by that Trustee which are perceived by the Board to be adverse to the interests of the Trust. Suspension is effective the moment that 75% of the Trustees entitled to vote do so in favour of that suspension. Suspension can be enforced for any length of time as the Board feels appropriate in the circumstances.

Election of Trustees

The NTB election process was publicly notified (see Appendix C) and the NTB held its elections following which it announced the results of the elections at the Annual General Meeting (AGM) on 25th of February 2011 in accordance with the Trust Deed. There were 14 nominations received and the following Trustees were formally elected for a term of three years.

Marae	Trustees	Alternate
Tūparehuia	Kathy Pita	Dick Pene
Ngaiotonga	Merepeka Henley (Deputy Chair)	Jury Greenland
Punaruuku	Haydn Edmonds (Chair)	
Otetao	Gary Reti	Elvis Reti
Mōkau	Donna Tamaki	Adrianne Taungapeau
Oākura	Henry Murphy	
Whananāki	Allan Moore	Isha Waetford
Matapōuri	Kris MacDonald	Marion Kerepeti-Edwards
Ngunguru	Erica Wellington	Mike Rundlett
Pātaua	Hori P Mahanga	
Takahīwai	Michael Leuluai	
Pākiri	Laly Haddon QSM	
Motairehe	Andrea Munro	Jeff Cleave
Kawa	George Ngāwaka	

Treaty Claims Sub-committee of the NTB

In accordance with the Trust Deed and from time to time the NTB may convene a sub-committee of its members to address special matters and to report back to the full Board to provide updates and make recommendations when decisions are needed.

The Board has established a sub-committee of three Trustees: (Kris MacDonald, Merepeka Henley (Deputy Chairperson) and Haydn Edmonds (Chairman)) to form the basis for a Treaty Claims committee (TCC). At an operational level the TCC is further made up of the Acting Chief Executive Officer (CEO) and Treaty Claims Manager (TCM) as ex officio members. Further support on the TCC may be considered as the need for additional skills and or experience is identified.

Eligibility and process to register on the Tribal Register

The NTB is currently in the process of upgrading its tribal register and registration process and with that work half way complete we currently have 3,298 registered members (voting and non-voting). The population of Ngātiwai is undoubtedly larger than the 2006 census estimate of 4,866 and NTB is confident it will develop an effective communications strategy and an improved registration process to enable all Ngātiwai to be enrolled on the tribal register should they wish to do so.

The NTB will also undertake a registration drive during the mandate hui process. It will aim to encourage members of Ngātiwai to register and be kept informed and participate in the Ngātiwai settlement negotiations with the Crown.

The process for registration can occur either:

- by completing a registration form (see Appendix D) and posting it to the office or
- by registering online at www.ngatiwai.iwi.nz.

Both of these registration methods are currently undergoing review and improvements.

After registrations are received they are entered into a database pending authentication from the NTB Trustee who was appointed by the Marae that the registration affiliates with. If the Trustee does not know the person personally they may seek confirmation from the marae Trustees of the whakapapa provided.

DRAFT

6. What has happened so far?

Date	Preparing the Claim
27 March 1987	Intent to Claim filed by Lucy Uru Palmer (Trustee) and Patuone Hoskins (Chairman) on behalf of Ngātiwai Trust Board. (See appendix E)
11 November 1991	<p>Claim admitted to the Register as WAI244 due to the filing of ancillary claims (See Appendix F)</p> <ul style="list-style-type: none"> • Substantive claim filed in two parts: <ul style="list-style-type: none"> ○ 30 July 2000 (see below) relating to Ngati Manuhiri and ○ 29 August 2008 (see below) relating to the remainder of Ngatiwai • This was followed by two technical amendments filed 19 October 2009 and 30 March 2012.
30 July 2000	<p>Amended statement of claim filed (See Appendix G). Includes:</p> <ul style="list-style-type: none"> • Notice that the portion of Ngātiwai's claims that are covered by Stage III of Kaipara Inquiry will be prosecuted on behalf of Ngātiwai by the Boards Chairperson Laly Paraone Haddon. • Ngātiwai Claimant Definition including ancestry and rohe/area of interest. • Interpretation of the Treaty of Waitangi and breaches of the Treaty by the Crown. • Particulars of land losses in Mangawhai including: <ul style="list-style-type: none"> ○ Failure to actively protect taonga (i.e. insufficient land provided for continued occupation) ○ Failure to survey or properly survey mangawhai block prior to purchase ○ Failure to pay a fair purchase price ○ Failure to provide reserves ○ Failure to pay ten percent of future sale proceeds to Ngātiwai
29 August 2008	<p>Amended statement of claim filed (See Appendix H). Includes:</p> <ul style="list-style-type: none"> • Revised Claimant Definition including: <ul style="list-style-type: none"> ○ Ngātiwai marae and location ○ the governance entity being NTB ○ tupuna/ancestry back to Manaia from whom descend Tahuhunuiorangi and Te Rangihokaia ○ area of interest/rohe from Rakaumangamanga to Mahurangi, across to Aotea, and returning to Rakaumangamanga by way of the many islands and waters of Te Moana Nui a Toi. • Revised statement of claim including: <ul style="list-style-type: none"> ○ Land purchases prior to 1865 ○ Alienation of land through actions which were improper

	<ul style="list-style-type: none"> ○ Actions of the Native Land Court and the Maori Land Court ○ Loss of land during the 20th century ○ Application of legal measures by the Crown resulting in: <ul style="list-style-type: none"> ▪ Suspension of the use of te reo Maori and some cultural practices ▪ Constraints or prohibitions on exercising customary rights ▪ Impacts on indigenous species and their habitats ▪ Failure to adequately protect the historical heritage resources of Ngātiwai ▪ Loss of property in freshwater, the air column, the coastal marine area, and the Exclusive Economic Zone. ○ Redress sought including: <ul style="list-style-type: none"> ▪ Apology by the Crown ▪ Return of Crown Forestry land or memorialised land ▪ Return of other land ▪ Financial and commercial redress ▪ Rights of first refusal over the sale of specified Crown assets ▪ Cultural redress mechanisms ▪ Statutory Acknowledgements and Deeds of Recognition ▪ Nohoanga and right of way entitlements ▪ Protocols with Ministers of the Crown and with quasi Crown agencies ▪ Confirmation of customary non-commercial marine and freshwater fishing interests ▪ A process leading to memoranda of understanding with local government agencies relevant to Ngātiwai rohe ▪ Changes to certain reserves and place names and ▪ Other relief as deemed to be appropriate.
2009	<p>NTB provided funding of \$225,000.00 to undertake research based on three marae clusters (northern, central and southern).</p> <ul style="list-style-type: none"> • To date research has been completed for the northern cluster and partially completed for both the central and southern cluster. • Both Ngāti Rehua and Ngāti Manuhiri who were part of the southern cluster completed their research and have progressed separate negotiations/settlements. • The remaining local areas yet to complete research include Pataua and Takahiwai. • A summary of the claims to be put to the Crown has partially been completed based on generic research and those components of the local research completed for each of the three clusters.
April 2013	<p>NTB undertake research gap analysis to determine the standard of research needed for negotiations and any additional research needed to meet the standard.</p>

Date	Engagement with the Crown
3 June 2009	Crown present settlement proposal (including quanta and cultural redress) to claimant groups in Tamaki Makaurau, Kaipara and Hauraki (including Ngati Manuhiri and Ngati Rehua – Ngati Wai ki Aotea).
18 August 2009	NTB writes to Minister for Treaty of Waitangi Negotiations.
12 October 2009	Minister for Treaty of Waitangi Negotiations writes to NTB advising approach re Northland claims.
November 2009	Ngati Rehua – Ngati Wai Ki Aotea Trust achieve a DOM.
30 November 2009	NTB writes to Minister for Treaty of Waitangi Negotiations: <ul style="list-style-type: none"> • Confirming NTB support for settlement of Ngati Rehua and Ngati Manuhiri claims separately first; and • Seeking settlement of balance of Ngātiwai claims separately from Ngapuhi Treaty claims, thereby excluding Ngātiwai claims from the WAI 1040 process.
15 February 2010	Minister for Treaty of Waitangi Negotiations declines request on the following grounds: <ul style="list-style-type: none"> • Ngati Rehua and Ngati Manuhiri interests are geographically separate; • Ngātiwai and Ngapuhi interests overlap and therefore should be dealt with together.
5 March 2010	NTB writes to Minister for Treaty of Waitangi Negotiations again seeking separation of settlement of Ngātiwai claims from Ngapuhi on the grounds that: <ul style="list-style-type: none"> • The level of work required to negotiate with Ngātiwai separately is similar to that which has occurred with other iwi; and • Overlapping interests should not prevent Ngātiwai from negotiating and settling its claims outside WAI 1040 if it so wishes; and • NTB in a position to achieve a mandate in an appropriate timeframe; and • Unlike Ngapuhi, Ngātiwai wish to deal directly with the Crown. The letter also sought a meeting with the Minister.
May 2010	The Crown unilaterally includes Ngātiwai in the Northland Inquiry WAI 1040 with Ngapuhi.
4 June 2010	Meeting with Minister for Treaty of Waitangi Negotiations to discuss Ngātiwai's position.

17 June 2010	Letter from Minister for Treaty of Waitangi Negotiations inviting NTB to national Te Kokiri Ngatahi Hui.
21 October 2010	Attendance at national Te Kokiri Ngatahi Hui.
2011	Minister confirms that Crown is open to direct negotiations – subject to mandate.
June 2012	Ngati Manuhiri achieves DOS.
June 2012	Letter from Minister assuring NTB that Ngātiwai interests in Hauturu have not been extinguished and Ngati Manuhiri interests are not exclusive.
March 2013	NTB finalising DRAFT Mandate Strategy (i.e. this document) for feedback from Te Iwi o Ngātiwai.

Previous Engagement with the Crown

NTB have previously engaged with the Crown to progress a Treaty Settlement via direct negotiations as outlined in the table above.

NTB has responded to a coastal statutory acknowledgment matter raised by Ngāti Pukenga as part of their negotiations that is focused on a parcel of land within the rohe of Ngātiwai.

NTB Information Sharing Hui with Te Iwi o Ngātiwai

Due to the lengthy period over which the developments (described above) have taken place and before seeking a mandate the NTB decided to run a series of three “information sharing hui” to update Te Iwi o Ngātiwai on developments. Therefore during the preparation of this DRAFT mandate strategy NTB held three such hui with the notified purpose of the hui being to provide information about:

- The Ngatiwai Trust Board and its work to date on Treaty Settlement matters,
- The pros and cons of going to the Waitangi Tribunal compared with going into direct negotiations with the Crown,
- Crown settlement policy,
- The intentions of NTB to progress an Iwi wide Treaty Settlement and its preferred option for doing so, and
- Other related matters

No votes or resolutions were put to the floor. While debate and discussion was encouraged to help formulate ideas and build relationships the purpose of the hui was informative only. Information sharing hui were held at:

- Ngātiwai Marae, Ngaioitonga, Whangarū on Saturday the 23rd of March 2013
- Te Puna O Te Matauranga Marae, Northtech, Whangārei on Saturday the 6th of April 2013
- Waipuna Hotel & Conference Centre, Mt Wellington, Auckland on Saturday the 13th of April 2013.

Waitangi Tribunal

It is the intention of NTB to bypass the Tribunal process and go directly into negotiations subject to gaining a mandate.

We are aware that some claimants working within the “Whangarei Collective” in preparation for Stage 2 Tribunal hearings appear to have Ngātiwai whakapapa and interests. It is not clear to us if these individuals are discussing Ngātiwai related claims or claims related to their interests in or with other hapu/iwi. A request has been made via OTS to the Waitangi Tribunal and the Crown Forest Rentals Trust for this information.

Overlapping Iwi Interests

The NTB will take responsibility for engagement and interaction with neighbouring Iwi whose interests overlap or intersect with Ngātiwai settlement interests. The NTB will establish an “Overlapping Iwi Engagement strategy” to establish clear lines of communication, develop an understanding of how other Iwi are progressing their Treaty settlements and foster positive working relationships for the future.

Iwi who either border the rohe of Ngātiwai or have indicated an interest within the Ngātiwai rohe to date are shown in the table below.

Iwi	Stage of Settlement (from web-site search)
Ngāpuhi	<ul style="list-style-type: none">• Mandate Strategy endorsed Jan 2011• Crown endorsement held up by hapu representation submissions
Ngāti Whatua	<ul style="list-style-type: none">• DOM recognised December 2008• On hold until Kaipara, Orakei and Tamaki settlements finalised
Te Uri o Hau	<ul style="list-style-type: none">• Settled in 2002
Te Kawerau ā Maki	<ul style="list-style-type: none">• Part of Tamaki Makaurau Collective• DOS ratification hui 2 July – 8 August 2013
Marutuahu Iwi	<ul style="list-style-type: none">• Part of Hauraki and Tamaki Collectives• Initialled DOS June 2012• DOS and PSGE ratification hui 16-20 July 2013
Ngāti Pūkenga	<ul style="list-style-type: none">• Part of the Tauranga Iwi Collective• DOS and PSGE ratification hui completed awaiting results.

PART B: PROPOSED PATH AHEAD

7. Please give us feedback on NTB Proposals to Secure your Mandate

Key Areas of this Mandate Strategy to Consider

In order to secure a mandate NTB propose four key measures and processes to ensure that this mandate strategy is fair, open, transparent and consistent with key Crown Treaty Settlement policies.

Note: See section 3 of this document for an outline of the Crown's Treaty Settlement policies.

In summary these key measures and processes include:

1. **Accountability Measures** – which are designed to ensure that decisions, reporting, communications from the Board, disputes, changes to the mandate (after it is secured) and funding are all clearly and carefully detailed.
2. **Supporting Structures** – are designed to help the NTB implement this mandate strategy and progress negotiations – if a mandate is achieved.
3. **Mandate Hui Process** – are designed and appropriately planned, notified or advertised, and conducted. Also that the resolution to be put to the vote is clear and transparent.
4. **Voting Processes** – are established to clarify who is eligible to vote and how they can cast their postal vote including a special vote and what to do if you do not receive voting papers or you misplace your voting papers.

We want your feedback on each of the four key areas identified above or any aspect of this strategy covered to this point. Do you agree that the proposed measures are fair, open and transparent and consistent with Crown Treaty Settlement policies?

Do you have any suggestions to improve the proposals or processes?

Written Feedback Request

Please provide your written feedback by:

Friday the 10th of May 2013

Post or e-mail your feedback to:

Tania McPherson
Treaty Claims Manager
Ngātiwai Trust Board
P.O. Box 1332
Whangarei

tania.mcpherson@ngatiwai.iwi.nz

8. Proposed Accountability Measures

The NTB has an established and robust set of accountability measures which are set out in a Trust Deed. These measures ensure that the NTB decisions and processes are transparent and that the NTB is ultimately accountable to its members. The proposed Deed of Mandate will build on the Trust Deed by adding an additional set of rules that the NTB will adhere to throughout settlement negotiations.

Decision Making Process of the Trustees

In relation to Treaty settlement negotiation matters the Trustees will in the first instance seek to make decisions by consensus. Where consensus cannot be reached a simple majority vote (i.e. a vote greater than 50%) is sufficient to endorse a decision consistent with the NTB Trust Deed.

Reporting Process of the Trustees

The NTB will present a formal annual report each calendar year at a publically notified annual general meeting (AGM). The report will include:

- A progress report on negotiations; and
- An annual audited set of accounts

In addition NTB will hold hui or wananga as needed to either update members on negotiations or progress particular pieces of work (i.e. information sharing hui and whakapapa wananga)

Before progressing towards a settlement with the Crown the NTB will seek ratification from Te Iwi o Ngātiwai at its AGM or at a Special General Meeting on both the:

- Initialled Deed of Settlement and the
- Proposed Post Settlement Governance Entity

Communication Process with Te Iwi o Ngātiwai

The Ngātiwai website will be updated regularly with information about the negotiations process (i.e. panui and newsletters). Where members have provided NTB with their current addresses (including e-mail addresses) these mediums will also be used to disseminate information. In relation to mandate hui both newspapers and radio stations will also be utilised to inform members about the details of hui with at least 21 working days' notice.

Disputes Procedure

If a claimant or group has a concern regarding the NTB representation of their interests during negotiations, they must inform the NTB in writing. NTB will seek all relevant information required to ensure it has a clear understanding of the nature of the group's concerns.

Once information has been received, NTB will then consider if the matter requires further attention, if so they will meet with the group concerned and, acting in good faith, endeavour to agree on a process for resolving the dispute.

Should the parties fail to reach agreement on the process to resolve the dispute it shall be referred to mediation by a mediator to be agreed to by the disputing parties one month from the date the Board is advised in writing of the dispute.

Failing agreement on a suitable mediator to facilitate disputes resolution by the parties the appointment of an independent mediator will be referred to the Registrar of the Maori Land Court or its successor. This referral will be made within 10 working days following the expiration of the one month period previously allowed for the parties to agree upon a mediator.

Mandate Amendment and Removal Process

The following process must be undertaken to achieve an amendment or withdrawal of the mandate (once achieved) on behalf of the whole of the claimant community from the mandated body:

- A letter must be written by the claimant community representatives to the Chair of the mandated body identifying the concerns and also seeking a meeting to discuss these matters. The letter must be co-signed by at least 10% of adult registered members on the NTB iwi register (aged 18 years and over).
- If the meeting between the claimant community representatives and the Chair of the mandated body does not resolve the concerns, then the claimant community may organise a series of publicly notified hui.
- The publicly notified hui should follow the same process and procedures that conferred the mandate including:
 - A panui must outline the kaupapa of the notified hui
 - 21 working days notice of the hui must be provided in national and regional print media;
 - 8 hui must be held both nationally and within the rohe/area of interest;
 - A consistent presentation must outline the background to the concerns and the parties involved;
 - A detailed paper must be provided (similar to this one) outlining any alternative proposals or amendments
 - The resolution(s) to put to the claimant community must be consistent at each hui; and
 - An independent returning officer must be employed to oversee the voting process and notify results
 - A Te Puni Kokiri observer must be invited to observe and record proceedings.
- Once the hui have been completed and the outcome of the voting process determined then the claimant community representatives that held the hui must inform the Office of Treaty Settlements (OTS) by way of letter about the result and to discuss next steps for settlement negotiations. This may involve some changes to the mandated body or another process to be undertaken as agreed with officials.

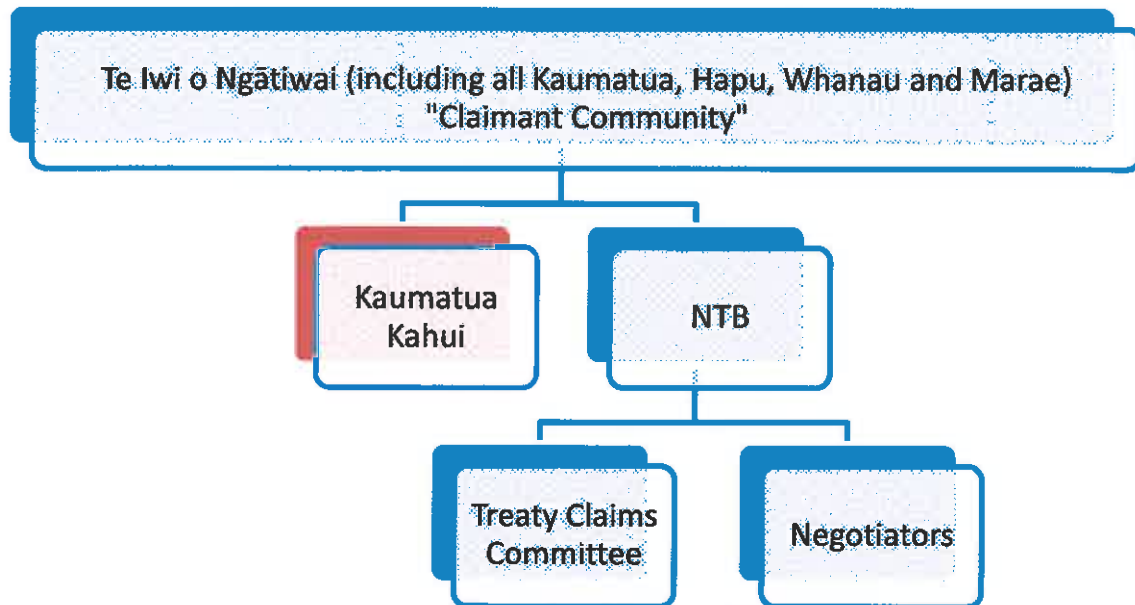
Treaty Settlement Funding Management

The NTB has significant experience managing resources and Government funding. The NTB has established a separate bank account to administer Crown claimant funding (see Appendix N).

The NTB has designated signing roles to approve the sign-off to manage funding in a transparent manner. The NTB is also GST registered and the reference number is 42-033-006.

9. Proposed Supporting Structures - Roles and Responsibilities

In order to progress the negotiations and settlement process the NTB propose that the following supporting structures are established.



Terms of Reference Components

With the exception of the NTB whose roles and responsibilities are already clearly set out in the Trust Deed each new structure requires a clearly defined terms of reference (ToR). The basic components that need to be clarified include:

- **Set up and Structure:** how is the group established and how are they organised internally?
- **Purpose:** what job(s) will each group do?
- **Accountability:** who do they report or relate to?

Each of the above components is outlined below for each new structure.

Kaumātua Kāhui

While the Trust Deed provides for a Roopu Kaumātua in relation to disputes about whakapapa relating to the registration of members on the tribal register it is proposed that the NTB enables and provides for an extension of this role in relation to the Treaty settlement process.

Set up and Structure: NTB seek nominations for up to a maximum of four Kaumatua to form a Kahui with an equality of each gender represented.

Purpose: Provide advice, oversight, direction and guidance to the NTB while:

- Supporting the Board in progressing a settlement via direct negotiations with the Crown with the aim of an AIP in 2013 and a DOS in 2014 and
- Keeping the Iwi together by ensuring accurate information is provided back to all kaumatua.

Accountability: Provide advice to NTB rather than reporting to it and will be responsible for keeping all kaumatua accurately informed of developments.

Negotiators

The Trustees will appoint negotiators. If negotiators do not adhere to the terms of reference or the negotiation strategy (yet to be developed) then there will be provision for removal. Negotiators will have no decision making authority. The performance of the Negotiators will be closely monitored by the NTB and reviewed if the need arises.

Set up and Structure: The number of negotiators will not exceed 4. The NTB may appoint one negotiator. The remaining negotiators may be nominated by each marae, vetted against a list of core competencies (to be established by the NTB) and then ranked by marae as the basis of a selection process. A matrix of complementary skills within the negotiators will be sought.

If the highest ranking nominees achieve a ranking of 75% or more from all marae they will be selected based on their ranking to fill the vacancies available. If the nominees fail to reach the 75% ranking but achieve a ranking of 50% or more they may be further considered in a new ranking round. Of those who are eligible to enter the new ranking round the highest ranking nominees who achieve a ranking of 75% or more will be selected based on their ranking up until the vacancies are filled. Further ranking rounds may continue until all the vacancies are filled. One member of the group may be elected Chief negotiator by the group subject to the approval of the NTB.

Purpose: To negotiate the best possible settlement with the Crown for Ngātiwai consistent with NTB negotiation strategy.

Accountability: Report to the NTB monthly or more frequently if the need arises.

Treaty Claims Committee

Set up and Structure: NTB have already established a sub-committee of its members to serve on the Treaty Claims Committee (TCC). The committee is supported by ex officio members. Additional members may be co-opted on the TCC if the need arises.

Purpose: To facilitate the settlement process by planning, implementing and following up on any matters that need attention to ensure that a settlement is secured and finalised in an efficient and effective manner.

Accountability: Report to the NTB monthly or more frequently if the need arises.

Participation of Te Iwi o Ngātiwai

Members of Ngātiwai can participate in the decision making processes by attending and voting on resolutions put at the AGM and at special general meetings.

Appointment of an Independent Returning Officer

An Independent Returning Officer (IRO) will be appointed by the Board to oversee the voting process and confirm the results.

Terms of Reference for the Independent Returning Officer

The IRO shall report to the Board after elections to identify any procedural issues or concerns and report the results of the voting process.

Involvement of Te Puni Kokiri Observers

The NTB will invite Te Puni Kokiri to attend the mandate hui in an observational capacity. This is to ensure that an independent account of the events that take place at the hui are witnessed and recorded.

DRAFT

10. Proposed Mandate Hui Process

Hui Time/Location

NTB will organise hui where large numbers of Ngātiwai members and claimant community reside both within the rohe of Ngātiwai and nationally. Given that the New Zealand 2006 census estimates the Ngātiwai population at 4866 we consider that the Ngātiwai population is likely to exceed 5,000 but not 30,000 people. Crown guidelines suggest that at this population level at least 8 mandating hui should be held.

According to the 2006 census the largest Ngātiwai population densities exist within the regions shown below in descending order. Therefore five (5) hui will be held in the following regions.

	2006 Census statistics
• Northland (i.e. Whangarei)	1,830
• Auckland	1,749
• Waikato (i.e. Hamilton)	432
• Wellington	273
• Bay of Plenty (i.e. Tauranga)	216

While the NTB tribal register indicates the primary affiliation of our voting population by marae they do not have to reside in these local communities to be registered. However given that NTB are required to hold mandate hui within our rohe/tribal area it is logical to group our marae into clusters and hold mandate hui on at least one of the marae within each of the following three clusters.

Northern

- Mōkau
- Ngaioitonga
- Ōakura
- Otetao
- Punaruku
- Tūparehuia

Central

- Whananāki
- Matapōuri
- Ngunguru
- Pātaua

Southern

- Omaha
- Takahīwai
- Kawa
- Motairehe

The total number of mandate hui to be held will be 8 - being 5 regional mandate hui and 3 marae mandate hui held within our rohe/tribal area. **Note:** all dates and venues are yet to be confirmed although it is anticipated that all hui will be held during June 2013.

Hui Advertising

All mandating hui will be advertised with at least 21 working days public notice given prior to the first mandate hui. (See draft mandate hui advert attached as **Appendix #**)

National hui will be advertised in the following newspapers:

- Whangarei Northern Advocate
- Auckland NZ Herald
- Waikato Waikato Times
- Tauranga Bay of Plenty Times
- Wellington Dominion Post

Local hui will be advertised in the following newspapers:

- Northern Northern Advocate
- Central Northern Advocate
- Southern NZ Herald or Rodney Times

The advertisement (See Appendix O) will show:

- Where and when the hui will be held
- The purpose of the hui (i.e. to seek a mandate)
- Where hui information can be obtained (i.e. the presentation and voting pack)
- The resolution to be voted on at the hui (see below)
- Contact details of the NTB

Hui Presentation

A standardised hui presentation will be developed and delivered at each hui. The presentation will not change between hui. (See draft mandate hui presentation attached as **Appendix #**). The presentation will include:

- The legal identity of NTB and its representatives (i.e. Trustees)
- The structure and governing documents of the NTB
- The claimant definition and historical claims to be settled
- A statement that the mandate sought is to represent Te Iwi o Ngātiwai in negotiations with the Crown for the comprehensive settlement of all the remaining historical Treaty claims of Ngātiwai
- A statement that NTB will present any initialled Deed of Settlement along with a proposed PSGE to Te Iwi o Ngātiwai for their ratification.

Resolution to be put to the Vote

There is only one resolution to be put to the vote which shall be stated as follows at all mandate hui:

“That the Ngātiwai Trust Board is mandated to represent Te Iwi o Ngātiwai in direct negotiations with the Crown for the comprehensive settlement of all the remaining historical Treaty claims of Ngātiwai including registered and un-registered historical claims”

11. Proposed Mandate Voting Process

Eligibility to Vote

Eligible voters are those members who are 18 years or older who descend from the founding ancestors of Ngātiwai and affiliate with one of the 14 Ngātiwai marae. Members may affiliate with more than one Ngātiwai marae but must choose only one marae as their primary marae for voting purposes.

Where a member is already registered on the tribal register and had their whakapapa and marae affiliation verified by their marae Trustee on the Board they will be eligible to vote.

Members who are not registered on the tribal register may vote subject to verification of their whakapapa and marae affiliation. Verification is to be undertaken by the marae Trustee on the NTB or where they do not know the individual personally after consulting with the affiliated marae or where necessary whanau.

Whangai members are eligible to vote subject to verification of their whanau whakapapa and affiliation with a Ngātiwai marae.

Spouses of eligible members are not eligible to vote.

No proxy votes will be accepted as a valid vote under any circumstances.

Voting will be by Postal Ballot Only

Voting will take place only by postal ballot. Any of the following methods for casting a postal mandate vote is acceptable:

- A vote received through the post or
- A vote submitted in a ballot box at one of the mandating hui or
- A special vote (see below) received via one of the above methods.
- Electronic or facsimile transmission of voting papers are also acceptable, however all voting papers whether posted or transmitted must be received in legible condition within the required timeframe. (See Postal Ballot material attached as **Appendix #**)

Postal Vote Process

The NTB will carry out a postal ballot process with a four week voting period. It will open on [date] and close on [date]. Three weeks prior to the opening date the NTB will send voting packs to all eligible members. At the beginning of the voting period Ngātiwai members registered on the NTB tribal register will be sent a mail-out (and an e-mail where an address has been provided) containing:

- a postal ballot voting pack (See Appendix P),
- their voter identifier number,
- the mandate information provided at mandate hui, and
- a freepost return envelope.

It is the iwi member's responsibility to ensure that any changes to their contact details are notified to the NTB to ensure that the tribal register is up to date prior to the distribution of voting information.

Voting at Hui

If Ngātiwai members have not already posted their postal vote to the IRO they may cast their votes at the mandate hui by placing their voting paper into the ballot box provided.

Special Vote

Where a member has not registered with the NTB before the start of the voting period and they contact the IRO to indicate their interest in voting - they will be sent a voting pack and mandate hui information. Alternatively, an allocated person under the supervision of the IRO can provide these at the mandate hui.

The voting papers must be marked with a provisional number for voting purposes. These numbers must be easily distinguishable from existing voting and registration numbers and recorded on a register of special votes by the IRO.

The members must then post their voting form to the IRO or place it in a ballot box provided at the mandate hui. Special votes will not be counted unless the voting form is received on or before the last day for receipt of voting papers. Special votes will be subject to verification that the voter fits within the criteria for eligibility (see above).

Voters must complete a special voting form if they:

- have registered on the Ngātiwai tribal register during the voting period but before the closing date for voting,
- did not receive a voting pack in the mail or via e-mail, or
- do not have their voting paper they received in the mail but want to cast their vote at a mandate hui.

Replacement Voting Papers

Replacement voting papers may be requested by contacting the IRO who will keep a record of the replacement papers on a voting register. Alternatively, an allocated person under the supervision of the IRO can provide replacement papers at the mandate hui. The replacement voting paper shall be marked "replacement".

Declaration of Postal Voting Results

In accordance with a standard postal ballot process, the results of the NTB mandate process will be notified in national and regional news media including the New Zealand Herald, the Northern Advocate and the Dominion Post.

The advert declaring the results of the postal ballot process will be notified within 14 working days after the postal ballot process has closed.

12. How is the Mandate Achieved?

Communicating Voting Results

After the close of the official voting period the votes will be counted by the IRO and communicated to the NTB. NTB will then make those results available to the Crown and will announce the results via an advertisement in national newspapers (described above). The results will also be placed on the NTB web-site.

Submissions Analysed and Responded to

As part of the voting pack members will also have the opportunity to make submissions on the mandate strategy. Any such submission will be provided to the Crown who will summarise them and where warranted request that NTB respond to them (i.e. Submissions must address if the process was fair, open, transparent and consistent with key Crown policies).

Deed of Mandate Recognised by Ministers

Provided that the vote returns a majority and no substantive submissions objecting to the process are outstanding after NTB have been given the opportunity to respond to them the Minister will endorse the mandate officially in a Deed of Mandate.

13. Appendices (to be compiled)

- A. Letter from Crown dated 17 October 2012 recognising Ngātiwai as a suitable LNG to enter into settlement negotiations.
- B. NTB Trust Deed.
- C. Public Notices notifying Trustee Elections.
- D. NTB Registration Form for the Tribal Register
- E. See pages 17 to 19 for Appendices E to M
- F.
- G.
- H.
- I.
- J.
- K.
- L.
- M.
- N. Systems generated bank deposit slip or bank statement header showing the account name and number for Claimant funding to be paid into.
- O. Mandate Hui Public Notice
- P. Voting Pack

Appendix V



Office of Hon Christopher Finlayson

Attorney-General

Minister for Treaty of Waitangi Negotiations

Minister for Arts, Culture and Heritage

03 MAY 2013

Haydyn Edmonds
Chairman
Ngātiwai Trust Board
P.O. Box 1332
Whangarei 0140

RECEIVED

Ngātiwai Trust Board

o → M.

P/c — JS

P/c — Tania

P/c — Haydn

Tēnā koe

Re: Ngātiwai Trust Board's Intentions

Thank you for your letter dated 7 March 2013 informing the Crown of the Ngātiwai Trust Board aspirations to progress the remaining Ngātiwai claims in 2013. I am encouraged by the Ngātiwai Trust Board's ambitious Treaty settlement negotiations goals for this year.

As you are aware, the Crown is completing its review of the Settlement Work Programme for 2013. I am currently finalising the priorities of the work programme. However, I would like to inform the Ngātiwai Trust Board of the proposed milestones for Ngātiwai (remaining claims) as follows: a Terms of Negotiation by December 2013 and an Agreement in Principle by June 2014.

However, I am interested in whether Ngātiwai are willing to consider an accelerated settlement process and I encourage you to explore this with officials.

I look forward to hearing about the submission of the Ngātiwai Trust Board's final mandate strategy to represent the remaining Ngātiwai Treaty claims in settlement negotiations.

Nāku noa, nā

Hon Christopher Finlayson
Minister for Treaty of Waitangi Negotiations

Appendix W



24 July 2013

Haydn Edmonds
Chairperson
Ngātiwai Trust Board
PO Box 1332
WHANGAREI 0140

Tēnā koe Haydn

Crown endorsement of the Ngātiwai Trust Board's draft mandate strategy

Thank you for your correspondence of 12 July 2013, submitting a draft mandate strategy to represent Ngātiwai in direct negotiations with the Crown for our consideration. Officials from the Office of Treaty Settlements (OTS) and Te Puni Kōkiri (TPK) have assessed the Ngātiwai Trust Board's mandate strategy, and this letter confirms the Crown's formal endorsement of the draft mandate strategy.

We will place the draft mandate strategy on the OTS and TPK websites inviting feedback from 26 July to 16 August 2013. OTS will also write to Wai claimants listed in the draft mandate strategy to inform them that the Crown has received a draft mandate strategy to represent Ngātiwai people and Wai claims in direct negotiations. Feedback received by officials will be shared between the Crown and the Ngātiwai Trust Board to address matters raised during this period.

The Ngātiwai Trust Board will now advertise the draft mandate strategy and undertake the process as set out in the endorsed strategy. We request that the Ngātiwai Trust Board submits a draft Deed of Mandate and all supporting material relevant to the mandate hui two weeks after completing the mandate process.

If you have any questions about the mandate strategy decision or matters set out in this letter please contact Trevor Himona, Senior Analyst at trevor.himona@justice.govt.nz or by direct dial (04) 913 2367.

We wish you well as the Ngātiwai Trust Board embarks on the proposed mandate process to seek a mandate from the Ngātiwai people to represent them in direct negotiations with the Crown. We look forward to working with and supporting you to undertake this process.

Nā māua, noa

Hui Kahu
(Acting) Deputy Director, Special Projects
Office of Treaty Settlements

Lucy Te Moana
Director, Treaty Relationships
Te Puni Kōkiri

Appendix X

Appendix Y

Notice of Mandate Hui and Mandate Poll



Ngātiwai Trust Board is seeking a mandate to represent Te Iwi o Ngātiwai in direct Treaty settlement negotiations with the Crown. The Office of Treaty Settlements and Te Puni Kōkiri endorsed the mandate strategy on 24 July 2013. The Ngātiwai Trust Board therefore formally invites all Ngātiwai members to attend and participate in the upcoming mandate hui at one of the following locations:

Venue	Date
Ngātiwai Marae - Rawhiti Road, Ngaiotonga	10am -12, Saturday 24th August
The Tauranga - 1 Second Avenue, Tauranga	6 - 8pm, Wednesday 28th August
Brentwood - 16 Kemp Street, Kilbirnie, Wellington	6 - 8pm, Thursday 29th August
Matapouri Marae - 7 Mackie Place, Matapouri	10am -12, Saturday 31st August
Copthorne Hotel - 111 Fenton St Victoria, Rotorua	6 - 8pm, Monday 2nd September
Kingsgate - 100 Garnett Avenue, Te Rapa, Hamilton	6 - 8pm, Tuesday 3rd September
The Waipuna - 58 Waipuna Road, Mt Wellington, Auckland	6 - 8pm, Wednesday 4th September
Northtec Marae - 55 Raumanga Valley Road, Whangarei	10am -12, Saturday 7th September
Omaha Marae - 14 Omaha Access Road, Leigh	10am -12, Saturday 14th September

The purpose of the hui is to:

- provide information about Crown settlement policy, the Ngātiwai Trust Board and the mandate process; and
- mandate the Ngātiwai Trust Board to represent Te Iwi o Ngātiwai in direct negotiations with the Crown for the comprehensive settlement of all the historical Treaty claims of Ngātiwai.

Voting

Voting is by postal ballot for all members of the claimant community over 18 years of age on the following resolution:

That the Ngātiwai Trust Board is mandated to represent Te Iwi o Ngātiwai in direct negotiations with the Crown for the comprehensive settlement of all the remaining historical Treaty claims of Ngātiwai including registered and un-registered claims.

Voting packs will be issued from 17 August 2013 when the official voting period will open, closing at 5 pm on 15 September 2013. Votes can be returned by post, online or at a Mandate Hui.

Supporting Information to the Ngātiwai Trust Board's Mandate Strategy

Please note that the mandate strategy and supporting material is available on the Ngātiwai Trust Board's web-site at www.ngatiwai.iwi.nz and also on the Office of Treaty Settlement's web-site www.ots.govt.nz. We encourage all interested members of Te Iwi o Ngātiwai to provide feedback on the mandate strategy to the Office of Treaty Settlements by the close of day on 17 August 2013.

For further information please contact Moana MacDonald 09 430 0939.

Ngātiwai Trust Board
129 Port Road, Whangarei
PO Box 1332, Whangarei 0140
Phone 09 430 0939
Email ngatiwai@ngatiwai.iwi.nz

Dale Ofoske, Returning Officer
Independent Election Services Ltd
PO Box 5135, Wellesley Street, Auckland 1141
Phone 0800 922 822
info@electionservices.co.nz

Appendix Z

Ngātiwai Trust Board
wants your mandate to
Seek a Treaty Settlement with
the Crown
(via direct negotiations)

Mandate hui

August/September 2013



Agenda

1. Purpose of this hui
2. The Te Iwi o Ngātiwai "Claimant Definition"
3. Crown settlement policy and WAI claims
4. The **Ngātiwai Trust Board**
 1. Accountability Measures
 2. Supporting Structure
5. Open and Transparent mandate Voting Process
6. Questions and Answers
- 7. Voting: Mandate Resolution**



1. Purpose of mandate hui

- To provide information about:
 - the **Ngātiwai Trust Board**
 - Crown settlement policy
 - the mandate process
- For the claimant community to **mandate** the **Ngātiwai Trust Board** to represent Te Iwi o Ngātiwai in direct negotiations with the Crown for the comprehensive settlement of all the remaining historical Treaty claims of Ngātiwai.



1. Overview of the Direct Negotiations Pathway



2. Who is Te Iwi o Ngātiwai Claimant Definition?



The **Ngātiwai Trust Board** is seeking a mandate to represent the claims related to our:

1. Founding ancestors
2. Marae
3. Hapu
4. Rohe/Area of interest

2. Our Founding Tupuna

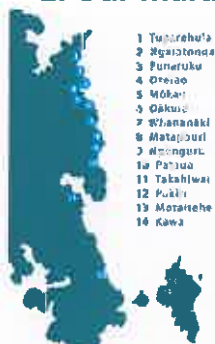


- **Manaia II**
- **Te Rauotehuia**
- **Tahuhunuiorangi**
- **And other key tupuna**

(See full description in the mandate strategy page 11)

[illegible]

2. Our Marae



- 1 Te Arorehe
- 2 Ngāwhero
- 3 Pūmāhaka
- 4 Ōpāroa
- 5 Mōkai
- 6 Ōkai
- 7 Whānau
- 8 Māpāpā
- 9 Māpāpā
- 10 Pāpā
- 11 Takahia
- 12 Pūhā
- 13 Māpāpā
- 14 Kōwhiri



2. Our Hapu

Ngātiwai Hapu

Ngāti Kuta	Te Kainga Kuri
Patu Keha	Ngāti Toki ki-te-moana
Te Kapotai	Te Patuharakeke
Ngāti Tautahi	Ngāti Takapari
Te Uri o Hikihihi	Ngāti Kororā
Te Aki Tai	Te Whānau ā Rangihakaahu
Te Whānau Whero-mata-mamoe	



2. Our Rohe/Area of Interest



Within the Taitokerau Region
The Ngātiwai rohe includes the
contiguous area from the
mountains to the sea and into the
Exclusive Economic Zone



3. Crown settlement policy on WAI Claims to be included



- The Crown negotiates Treaty settlements with Large Natural Groups
 - The Minister for Treaty of Waitangi negotiations has recognised Ngatiwai as a Large Natural Group
- The Crown negotiates **comprehensive** Treaty settlements
 - This means **all** hapu and **WAI claims** are included in the mandate sought from Te Iwi o Ngatiwai
- WAI Claims**
 - Historical Treaty claims are those arising out of Crown actions or omissions before 21 September 1991.
 - Contemporary claims relate to actions of the Crown that occurred after 21 September 1991 – separate process later

3. WAI Claims Included



WAI No.	Claim Title	Claimants
67	Oriwa 1 B3	Jean Applehof & and Ors
156	Oriwa Block (Whananaki)	Marie Tautari
244	Te Iwi o Ngatiwai historical claims	Uru Palmer/Ngatiwai Trust Board
262	Flora & Fauna	Saana Murray, Te Witi McMath & Ors
343	Otetao A Block	Wayne Peters
504	South Whangarei Land & Seabed	Tamihana Paki
511	Matapouri Bay Council sections	Chris Korohuke & Ors
745	Patuharakeke Hapu Lands & Resources	Luana Pirihī & Ors
1308	Pukekauri & Takahiwai	Grant Ngāwaka Pirihī & Ors
1384	Whānganuru Lands	Elvis Reti & Ors
1392	Pukekauri 1A, 2A & 2B. Wiki Te Pirihī & ors	Ephie Pearly Perie

3. WAI Claims Included



WAI No.	Claim Title	Claimants
1512	Descs of Wiki Pirihī & Raiha Te Kauwhata	Michael Levilua'i
1528	Native Land Court: Te Kauwhata	Carmen Hetaraka
1529	Native Land Court: Hetaraka & Herewini	Toru Hetaraka
1530	Native Land Court: Hetaraka & Herewini	Te Rina Hetaraka
1539	Native Land Court: O Kereopa & S Pirihī	Te Aroha Going
1544	Ngatiwai Land Blocks	George Davies & Ors
1677	Orokawa 3B Perpetual lease	Hihana Seve
1711	Te Whānau ā Rangihakaahu Hapū	Kris MacDonald, James Mackie & Ors
1712	Native Land Court: Toi te Huatahi & Te Mawc	Marino Māhanga
1717	Native land Court: Te Whānau Whero	Alan Moore & Takapari Waata
1719	ML Blocks: Hone & Erana Murphy	Henry Murphy

3. WAI Claims Included



WAI No.	Claim Title	Claimants
1723	Crown's Environmental Policies	John Paki
1726	Paremata Mōkau A13 Block etc	Robin Paratene
1786	Actions of the Crown: Reweti whānau	Ike Reti, Gary Reu & Ors
1954	Native Land Court: Haika & Te Kauwhata	Eta Haika
1960	Rangitiratanga: Tamihana & Kaupeka	Kapotiā Tamihana
1961	Native Land Court: Pita Tunua & ors	David Carpenter
1955	Partitioning land: Patu Harakeke & Ngātiwai	Jianita De Senna
1973	Native Land Court: Hone Pita & Marara Pita	Robert Carpenter
2022	Foreshore Seabed Motokokako Island	Edina Colston (Patuone Hoskins on behalf of the Ahuwhenua Trust and owners of Motokokako)
2243	Little Barrier Is Acquisition Act	Tamihana Paki

4. Crown settlement policy And NTB Accountability Measures



- To be recognised as a **mandated body** the Ngātiwai Trust Board needs to:
 - provide a claimant definition including **all** hapu and WAI claims;
 - be appropriately **accountable** to the large natural group; and
 - carry out an **open and transparent process** to seek a mandate.

4. NTB Structure & Accountability

- The Ngātiwai Trust Board is a Charitable Trust established in 1984 with governance and management arrangement set out in a **Trust Deed**
- The Trustee's are appointed through Marae elections held every three years
- The Trustee's decision making process is by a simple majority (>50%)
- Any adult registered members of Ngātiwai Trust Board is eligible for election
- Each Marae may also elect an alternate Trustee

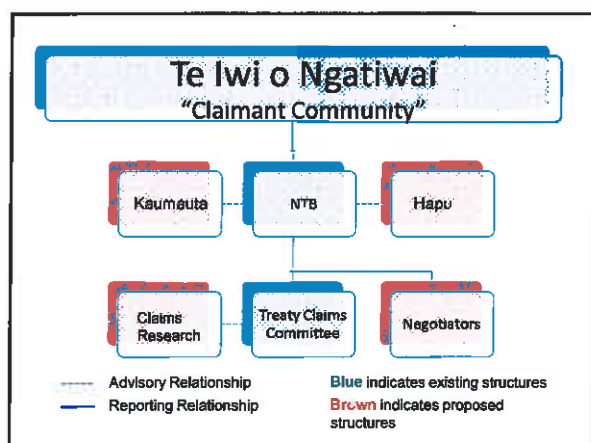


Marae	Trustees	Alternates
Tūparehūia	Kathy Pita	Dick Pene
Ngalotonga	Merepeka Henley (Deputy Chair)	Jury Greenland
Punaruks	Haydn Edmonds (Chair)	
Otetao	Gary Reti	Elvis Reti
Mokau	Donna Tamaki	Adrianne Taungapeau
Oakura	Henry Murphy	
Whananāki	Allan More	Isha Waetford
Matapōuri	Kris MacDonald	Marion Kerepeti-Edwards
Ngunguru	Erica Wellington	Mike Rundlett
Pātāua	Hori P Mahanga	
Takahiwa	Michael Leulual	
Pākiri	Laly Haddon QSM	
Motāirehe	Andrea Munro	Jeff Cleave
Kawa	George Ngāwaka	



4. Structure and Accountability

- The **Ngātiwai Trust Board** will report back to the Te Iwi o Ngātiwai through:
 - Annual General Meetings and Special General Meetings
 - Wananga and ongoing Hapu/Marae hui
 - Regular Panui/news-letters/website, smart phone "app"
- The mandate can be removed through a process equivalent to the process that established the mandate.
- The **Ngātiwai Trust Board** will present an initialed deed of settlement to the claimant community for their ratification.



5. An Open and Transparent Mandate Process



- **Mandate hui** and voting period August/September
 - Regional hui: Whangarei, Auckland, Hamilton, Rotorua, Tauranga, Wellington
 - Marae hui: Ngālotonga, Matapouri, and Pakiri
- **Votes counted**
 - made public
 - Passed to OTS
- **Submissions Invited**
 - Public notification and letters to Wai claimants:
 - submissions, views and enquiries invited
- **Ngatiwai Trust Board respond**
 - to any issues raised in submissions
- **Ministers make a decision**
 - whether to recognise a deed of mandate for the Ngatiwai Trust Board

5. Mandate hui schedule

The voting period will open on 17 August and close on 15 September 2013

Venue	Location	Date
Ngatiwai Marae	Ngālotonga	24 August 2013
The Tauranga	Tauranga	28 August 2013
Brentwood	Wellington	29 August 2013
Matapouri Marae	Matapouri	31 August 2013
Copthorne Hotel	Rotorua	2 September 2013
Kingsgate	Hamilton	3 September 2013
The Waipuna	Auckland	4 September 2013
Northtec Marae	Whangarei	7 September 2013
Omaha Marae	Leigh	14 September 2013


5. Where can I get more information?

Voting/Hui Information

Election Services Ltd
 P.O. Box 5135
 Wellesley Street
 Auckland 1141
 Free phone: 0800 922 822
 E-mail:
info@electionservices.co.nz
 Website:
www.electionservices.co.nz

Mandate Strategy Information


Ngātiwai Trust Board
 129 Port Road or
 P.O. Box 1332
 Whangarei 0110
 Phone: (09) 430 0939
 E-mail:
ngatiwai@ngatiwai.iwi.nz
 Website:
www.ngatiwai.iwi.nz



**6. Questions
And
Answers?**

7. Voting: Mandate Resolution

- ✓ The vote is by postal ballot for all members of Te Iwi o Ngātiwai over 18 years of age.
- ✓ Special votes are available to unregistered members.
- ✓ Votes may be posted to the Independent Returning Officer, placed in the ballot box provided at the mandate hui or cast online



The resolution to be put to the vote is as follows:

That the **Ngātiwai Trust Board** is mandated to represent **Te Iwi o Ngātiwai** in direct negotiations with the Crown for the comprehensive settlement of all the remaining historical Treaty claims of Ngātiwai including registered and un-registered claims



**Ngātiwai Trust Board
wants your mandate to
Seek a Treaty Settlement with
the Crown
(via direct negotiations)
Mandate hui
August/September 2013**

Appendix AA



Tena koe

This is Your Private Notification Letter

This is your private letter notifying you that you are entitled to vote on a mandate proposal developed by the Ngātiwai Trust Board (NTB) to seek a Treaty Settlement with the Crown via direct negotiations.

What is the vote about?

NTB are not aware of any other group seeking a competing mandate for the same purpose. However, we are required to undertake a mandating process (including a vote) to demonstrate that we have your support to act on your behalf. Therefore this letter and the accompanying documents provide you with all the information you need to make an informed decision and cast your vote.

The mandate sought is to negotiate a comprehensive settlement of all of the remaining historical Treaty of Waitangi claims of Ngātiwai whether registered or unregistered relating to Crown actions and omissions that occurred prior to 21 September 1992. Contemporary claims including breaches of the Treaty of Waitangi after 1992 will be dealt with through a separate process that will come later.

What is a Mandate?

Mandating is the process by which the claimant group (including you) choose (or not) to support representatives (i.e. the Ngātiwai Trust Board) to act on your behalf. This mandate will give those representatives the authority to enter into discussions and agreements with the Crown on your behalf, for negotiations.

Please note, no mandate has been approved yet – that is the purpose of this voting process. The vote returned and submissions received will determine if a Deed of Mandate can be recognised by the Crown and if so negotiations can then commence.

"Te Karere o Tukaiaia"

Who can vote on the mandate and when?

Any adult member of Te Iwi o Ngātiwai (i.e. 18 years or older) can vote on the mandate from 17 August 2013 after receiving this voting pack up until 5 pm 15 September 2013. NTB have engaged an independent returning officer at Election Services in Auckland www.electionservices.co.nz to conduct the mandate poll for you to vote upon and provide all the information needed for you to cast your vote. There will be special votes for those who are not currently registered with the NTB or for those who do not wish to register with NTB but wish to vote. If you do not receive a voting pack please contact the **Returning Officer** on 0800 922 822 before 5pm on Tuesday 10 September 2013.

What is the mandate resolution to be voted on?

There will be only one resolution to be put to the vote as shown below:

“That the Ngātiwai Trust Board is mandated to represent Te Iwi o Ngātiwai in direct negotiations with the Crown for the comprehensive settlement of all the remaining historical Treaty claims of Ngātiwai including registered and un-registered historical claims”

Where can I get more information?

Further information on the Ngātiwai Trust Board’s **Mandate Strategy** can be found on our Website <http://www.ngatiwai.iwi.nz/>

For information about the **voting process** such as what to do if you have lost your voting papers, didn’t receive your voting papers, haven’t registered but wish to vote anyway please contact the Independent Returning Officer on 0800 922 822 or email info@electionservices.co.nz

Mandate hui

Mandate Hui will also be held by the Ngātiwai Trust Board to inform Ngātiwai members of the mandate and voting process and the Treaty Settlement process in general. The hui will also provide iwi members with an opportunity to ask questions and to make an informed decision when casting a vote on whether or not to mandate the NTB. Information about the mandate process (see enclosed pamphlet and power point presentation) will be discussed at the mandate hui. These hui will also provide an opportunity for iwi members to register with the NTB and/or vote on the NTB mandate proposal. NTB encourage all members of Te Iwi o Ngātiwai to participate in this important kaupapa.

Ngā Mihinui



Haydn Edmonds
Chairperson
Ngātiwai Trust Board

“Te Karere o Tukaiaia”

VOTING PAPER

NGĀTIWAI TRUST BOARD
2013 Mandate Poll



3 ways to vote

you can choose ONE of these methods to vote

vote by post

Tick your preferred option on the voting paper below



Tear off the voting paper below and post it in the return envelope



or

vote online

Go to www.voteonline.co.nz/xxxx

Enter the following details, which are unique to you.

Your Voter ID is <<ElectorID>>

Your Password is <<Password>>

NOTE: All passwords are case sensitive
- letters must be entered in capitals.



Follow the instructions online on how to vote

or

vote at a hui

Tick your preferred option on the voting paper below



Place your completed voting paper in the ballot box at a mandate hui



Details of the mandate hui are found in the information enclosed with this voting paper

Before you vote: please read the accompanying information.

After voting: if voting by post, it is recommended that your vote be posted no later than 5 pm Wednesday 11 September 2013. Tear off the voting paper and seal it in the return envelope provided. Post or deliver the envelope to Independent Election Services Ltd, so that it is received before 5 pm, 15 September 2013.

Voting Closes 5 PM, SUNDAY 15 SEPTEMBER 2013 No votes will be accepted after this time

Special votes are available to members who have lost, have damaged, or have not received their voting paper.

FOR ALL VOTING ENQUIRIES PLEASE PHONE 0800 922 822

Dale Ofoske, Returning Officer, Independent Election Services Ltd, PO Box 5135, Wellesley Street, Auckland 1141

⤵ if voting by post or at a mandate hui, tear off the voting paper here and seal it in the return envelope provided ⤴

VOTING PAPER

NGĀTIWAI TRUST BOARD

2013 Mandate Poll

As a member of Ngātiwai you are entitled to vote on the resolution below

How to vote: indicate your preferred choice by placing a tick ✓ clearly in one box after the resolution below.



RESOLUTION:

That the Ngātiwai Trust Board is mandated to represent Te Iwi o Ngātiwai in direct negotiations with the Crown for the comprehensive settlement of all the remaining historical Treaty claims of Ngātiwai including registered and un-registered historical claims.

YES/ĀE

☐

NO/KAO

☐



12345678

<<Name>>

<<Add1>>

<<Add2>>

<<Add3>>

<<Add4>>

↙ if voting by post or at a mandate hui, tear off the voting paper here and seal it in the return envelope provided ↘



12345678

THE RETURNING OFFICER
NGĀTIWAI TRUST BOARD
PO BOX 5135
WELLESLEY STREET
AUCKLAND 1141

Where and when are the mandating Hui?

Date	Location	Time
Saturday 24 August 2013	Ngātiwai Marae Rawhiti Road Ngaiotonga	10 am to 12 noon
Wednesday 28 August 2013	The Tauranga 1 Second Avenue Tauranga	6 pm to 8 pm
Thursday 29th August	Brentwood 16 Kemp Street Kilbirnie, Wellington	6 pm To 8 pm
Saturday 31st August	Matapouri Marae 7 Mackie Place Matapouri	10 am to 12 noon
Monday 2nd September	Copthorne Hotel 111 Fenton St Victoria, Rotorua	6 pm To 8 pm
Tuesday 3rd September	Kingsgate 100 Garnett Avenue, Te Rapa, Hamilton	6 pm To 8 pm
Wednesday 4th September	The Waipuna 58 Waipuna Road Mt Wellington, Auckland	6 pm to 8 pm
Saturday 7th September	Nortitec Marae 55 Raumanga Valley Road Whangarei	10 am to 12 noon
Saturday 14th September	Omaha Marae 14 Omaha Access Road Leigh	10 am to 12 noon

For information about voting go to:

Dale Ofosoke (Returning Officer)
Independent Election Services Limited
Free phone: 0800 922 822
P.O. Box 5135, Wellesley Street,
Auckland 1141

Who are the Ngātiwai Trust Board Trustees?

Marae	Trustee	Alternate
Tūparehuia	Kathy Pita	Dick Pene
Ngaiotonga	Merepeka Henley (Deputy Chair)	Jury Greenland
Punaruku	Haydn Edmonds (Chair)	
Otetao	Gary Reti	Elvis Reti
Mōkau	Donna Tamaki	Adrianne Taungapeau
Oākura	Henry Murphy	
Whananāki	Allan Moore	Isha Waetford
Matapouri	Kris MacDonald	Marion Kerepeti- Edwards
Ngunguru	Erica Wellington	Mike Rundlett
Pātua	Hori P Mahanga	
Takahiwai	Michael Leuluai	
Pākiri	Ialy Haddon QSM	
Motairehe	Andrea Munro	Jeff Cleave
Kawa	George Ngāwaka	

For information about the mandate strategy go to:



Ngātiwai Trust Board

129 Port Road, Whangarei 0110
P.O. Box 1332, Whangarei 0140, New Zealand
Telephone +64 9 430 0939 Fax +64 9 438 0182
Email: Nzatiwai@ngatiwai.iwi.nz Website: www.ngatiwai.iwi.nz



Mandate Vote and Hui Process
August/September 2013

*The Ngātiwai
Trust Board
wants your
mandate:*

*To seek a Treaty
Settlement with the
Crown via direct
negotiations*

Who is Te Iwi o Ngātiwai?

Te Iwi o Ngātiwai is unified in descent from one of the oldest descent groups in Te Tai Tokerau – Ngāti Manaia. From our ancestor Manaia and Ngāti Manaia descend our founding ancestors Manaia II and his sons Te Rauōtehua and Tāhuhunuiōrangī. Other key tūpuna that connect all of Ngātiwai today can be found on page 11 of our mandate document on our website.

Ngātiwai Hapu include; Ngāti Kura, Patu Kehe, Te Kapotai, Ngāti Tautahi, Te Uri o Hikihiki, Te Whānau Whero-mata-mamoe, Te Aki Tai, Te Kainga Kurī, Ngāti Toki ki-te-moana, Te Whānau ā Rangihakaahu, Ngāti Takapari, Ngāti Kororā and Te Patuharakeke. Note: while Ngāti Manuhiri and Ngāti Rehua are our hapu the proposed mandate is to settle the remaining claims and also only in-so-far as they relate to Ngātiwai.

Who is the Ngātiwai Trust Board?

The Ngātiwai Trust Board (NTB) is made up of 14 Marae elected Trustees who affiliate with one of each of the 14 Ngātiwai Marae shown in the map below.



What is being proposed and voted on and when?

The NTB want you to vote on a mandate proposal that will authorise the NTB to enter into direct negotiations with the Crown to seek a Treaty Settlement. The settlement will address all remaining historic breaches of the Treaty of Waitangi including all claims up until 21 September 1992.

You will be sent a voting pack and the voting period will open on Saturday 17 August 2013 and close at 5 pm on Sunday 15 September 2013.

The resolution to be put to the vote is:

“That the Ngātiwai Trust Board is mandated to represent Te Iwi o Ngātiwai in direct negotiations with the Crown for the comprehensive settlement of all the remaining historical Treaty claims of Ngātiwai including registered and un-registered historical claims”

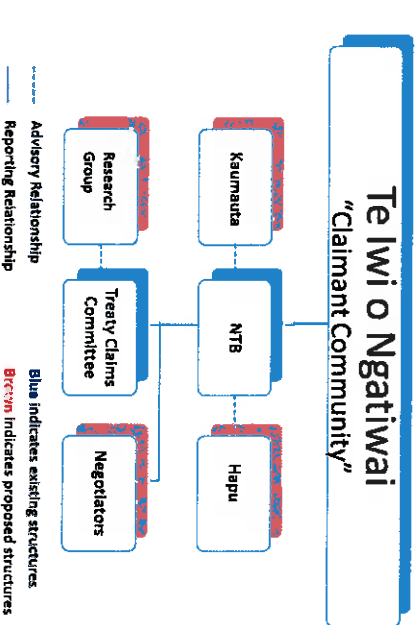
WAI Claims to be included in the mandate (in-so-far as they relate to Ngātiwai) include WAI: 67, 156, 244, 262, 343, 504, 511, 745, 1308, 1384, 1392, 1512, 1528, 1529, 1530, 1539, 1544, 1677, 1711, 1712, 1717, 1719, 1723, 1726, 1786, 1954, 1955, 1960, 1961, 1973, 2022 and 2243. Note that some of these claims are subject to change as part of the mandate feedback process.

How will the settlement be secured?

NTB will agree on terms of negotiations and enter into negotiations with the Crown to achieve an Agreement in Principle. NTB will bring an initialed Deed of Settlement and a proposal for a Post Settlement Governance Entity back to the people to vote on again before legislation is created and passed into law.

What happens next?

Your vote will authorise the NTB to establish the proposed supporting structures below to progress negotiations and an Agreement in Principle.



Negotiations Supporting structures include:

- Provision for Kaumautā and Hapu to be involved at the governance level by supporting the NTB and providing advice throughout negotiations process.
- Provision for Ngātiwai researchers (including WAI claimants) to share research and ideas at the operational level on how best to capture and present and publish the Ngātiwai story.
- Provision for negotiators to secure an Agreement in Principle (AIP) before bringing it back to the people to vote on again.

What is a PSGE?

After the settlement is achieved a new organisation called a Post Settlement Governance Entity (or PSGE) will need to be established to receive and manage the assets. This will require a newly formed and constituted “representative” entity be established (i.e. this is not the same thing and the current NTB).