



**TERMS OF NEGOTIATION  
FOR  
NGATI TURANGITUKUA  
CLAIM  
(WAI 84)**

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NGATI TURANGITUKUA CLAIM (WAI 84)**

**PURPOSE OF THIS DOCUMENT**

- 1 This document records the objectives, general scope, and procedures for negotiations between Ngati Turangitukua and the Crown concerning all Ngati Turangitukua's Treaty and common law claims (including customary law and aboriginal title claims) against the Crown arising between early February 1964 and 21 September 1992, including WAI 84, but excluding any claims of Crown breaches against Ngati Turangitukua where the grievance is not exclusive to Ngati Turangitukua ("Ngati Turangitukua's claims").
- 2 This document records the stated intention of the parties only and does not create legal relations between them and it is not legally binding.

**MANDATE TO NEGOTIATE**

- 3 The claimant negotiators confirm that they have a mandate to represent Ngati Turangitukua in these negotiations.
- 4 The Crown recognises the mandate of the claimant negotiators as set out in the Deed of Mandate as confirmed by letter to the Crown dated 20 July 1998 (see Attachment 1).

**OBJECTIVES OF NEGOTIATIONS**

- 5 Ngati Turangitukua and the Crown agree that the objective of the negotiations is to achieve:
  - a a fair, comprehensive, final and durable settlement of Ngati Turangitukua's claims;
  - b a settlement that will restore and enhance the mana and rangatiratanga of Ngati Turangitukua, restore and enhance the honour of the Crown, and provide a platform for a new and ongoing relationship between Ngati Turangitukua and the Crown based on the principles of the Treaty of Waitangi.

**SCOPE OF NEGOTIATIONS**

- 6 Ngati Turangitukua and the Crown agree that the negotiations shall cover:
  - a the form of the Crown's apology;
  - b the quantum and form of fiscal redress;
  - c the nature of any non-fiscal redress, such as redress to enhance Ngati Turangitukua's status as kaitiaki within Ngati Turangitukua's rohe;
  - d implementation issues such as drafting of any legislation and other administrative actions needed to implement any settlement;
  - e other matters as may be agreed.



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**'WITHOUT PREJUDICE'**

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- 7 Ngati Turangitukua and the Crown agree that the settlement will enable:
- a settlement of Ngati Turangitukua's claims, but will not otherwise affect the existence of any aboriginal title;
  - b removal of Ngati Turangitukua's landbank;
  - c removal of the jurisdiction of the Waitangi Tribunal or the courts to re-open issues settled by the settlement, except that the jurisdiction of a Court or Tribunal shall not be excluded in respect of the interpretation or implementation of, or of any failure to implement, any Deed of Settlement entered into unconditionally by Ngati Turangitukua and the Crown and any settlement legislation enacted to give effect to such Deed of Settlement.
8. Ngati Turangitukua agree that if resumptive memorials remain on properties in Ngati Turangitukua's rohe, Ngati Turangitukua will not avail themselves of those memorials.
9. Ngati Turangitukua and the Crown acknowledge that Ngati Tuwharetoa may wish to avail themselves of resumptive memorials in Ngati Turangitukua's rohe, but that the Crown will seek to obtain agreement for the removal of, or waiver of the benefit of, those memorials by Ngati Tuwharetoa.

**PROCEDURAL MATTERS**

- 10 Ngati Turangitukua and the Crown agree that:
- a negotiations will be on a "without prejudice" basis and will be conducted in good faith and in a spirit of co-operation;
  - b during these negotiations, neither party will pursue any proceedings covering the same matters as these negotiations;
  - c negotiations will be conducted in private and will remain confidential unless agreed otherwise (such as when consultation with third parties is necessary);
  - d media statements concerning the negotiations will only be made as and when mutually agreed by both parties;
  - e Ngati Turangitukua and the Crown will each maintain regular and appropriate internal consultation procedures throughout the negotiations;
  - f negotiations will be completed, and a Deed of settlement signed, by 28 September 1998.

**GOVERNANCE BODY FOR SETTLEMENT ASSETS**

- 11 Ngati Turangitukua and the Crown agree that the Ngati Turangitukua Charitable Trust is an appropriate body to receive settlement assets, given that it is endorsed by Ngati Turangitukua, has transparent decision-making processes and is fully accountable to Ngati Turangitukua.



**CLAIMANT FUNDING**

- 12 Ngati Turangitukua notes that, as a matter of Crown policy, the Crown will make a total contribution of \$380,000 to Ngati Turangitukua's negotiation costs, with instalments released for the achievement of specified milestones in the negotiation process, with this sum of money being available over and above any fiscal quantum agreed to settle Ngati Turangitukua's claims.
- 13 The Crown acknowledges that Ngati Turangitukua will seek to reach a negotiated agreement with the Crown on the payment of Ngati Turangitukua's full negotiation costs.
- 14 Ngati Turangitukua acknowledges that it has already received \$169,971.47 (subject to agreement on the precise amount by the parties) in claimant funding from the Crown to date, and that this sum will be deducted from the total contribution of \$380,000.
- 15 Ngati Turangitukua will provide the Crown with independently audited accounts for the claimant funding that it receives from the Crown, identifying that the funding has been spent on the negotiations.

**RATIFICATION**

- 16 Ngati Turangitukua and the Crown acknowledge that this document does not bind either party to reach a settlement, and that any agreement reached will not be binding until embodied in a Deed of Settlement and ratified by Ngati Turangitukua and the Crown.

**AMENDMENTS TO THE TERMS OF NEGOTIATIONS**

- 17 Ngati Turangitukua and the Crown acknowledge that it may be necessary to amend this document from time to time, and agree that all amendments must be approved by both parties and recorded in writing.

A handwritten signature in black ink, consisting of a large, sweeping initial 'M' followed by a stylized, cursive name.

SIGNED this 21 day of

*July*

1998

Signed for and on behalf of the Crown

*[Signature]*

Minister in Charge of Treaty of Waitangi Negotiations

Signed for and on behalf of Ngati Turangitukua

Mahlon Nepia

*M Nepia*

George Asher

*George Asher*

Ngaiterangi Smallman

*Ngaiterangi Smallman*

Lana Te Rangi

*L. Te Rangi*

Bill Duff

*Bill Duff*

Jeff Bennett

*Jeff Bennett*

Carrie Wainwright

*Carrie Wainwright*

## DEED OF MANDATE

Claim No: WAI-82

*The claimants are:*

Ngāti Turangitukua of Turangi

*Their principal marae is:*

Hirangi Marae

*Their postal address is:*

c/- Mahlon Nepia, PO Box 151, Turangi

*The beneficiaries of the Claim are:*

Firstly, the members of the *hapū* whose families were adversely affected by the Treaty breaches of the Crown in establishing the township of Turangi on Ngāti Turangitukua land; and secondly, all descendants of Ngāti Turangitukua.

*Ngāti Turangitukua's takiwā is:*

Turangi township and its immediate surrounds

*The organisation authorised to give the claimant representatives a mandate to negotiate is:*

Ngāti Turangitukua Māori Committee

*This organisation is:*

The controlling body of Ngāti Turangitukua *hapū* and Hirangi Marae. All of Ngāti Turangitukua are eligible for membership and can attend meetings, which are held regularly.

*The contact address for Ngāti Turangitukua Māori Committee is:*

c/- The Secretary, Te Uiraroa ("Wira") Murray, PO Box 198, Turangi

*The claim to be negotiated is:*

Turangi Township Claim, WAI-82, as reported on by the Waitangi Tribunal in its 1995 Turangi Township Report.

**NOW WHEREFORE** Ngāti Turangitukua *hapū*, represented by the Ngāti Turangitukua Māori Committee, the body authorised to give the Ngāti Turangitukua Negotiating Team a mandate to negotiate the above claim with the Crown, hereby **AUTHORISES**

|               |                          |
|---------------|--------------------------|
| Mahlon Nepia  | PO Box 151, Turangi      |
| George Asher  | PO Box 102, Turangi      |
| Eva Moke      | 38 Steeles Lane, Rotorua |
| Lana Te Rangī | PO Box 200, Turangi      |
| Bill Duff     | 7 Marotoa Grove, Turangi |

Jeff Bennett

4 Chester Road, Tawa

Carrie Wainwright

Buddle Findlay, PO Box 2694, Wellington

PROVIDED THAT

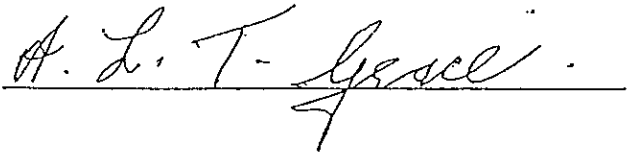
- (a) These representatives shall not have the authority to negotiate and conclude a final settlement unless and until they have received final terms of settlement from the Ngāti Turangitukua Māori Committee; and
- (b) The Ngāti Turangitukua Māori Committee may, at its sole discretion, at any time, for any reason, withdraw this mandate, and upon so deciding, the authority given to the representatives shall be immediately revoked.

The Ngāti Turangitukua Māori Committee AGREES that it has no objection to this Deed being disclosed to any beneficiary of the claim if the Crown receives a request for same under the Official Information Act 1982.

The Ngāti Turangitukua Māori Committee CERTIFIES that it has obtained authority from the beneficiaries of the claim to authorise representatives to negotiate the claim as above (Letter Appendix 1), such authority having been obtained by unanimous vote at a *hui* held by Ngāti Turangitukua *hapū* at Hīrangī Marae on Saturday 18 November 1995 (Minutes Appendix 2).

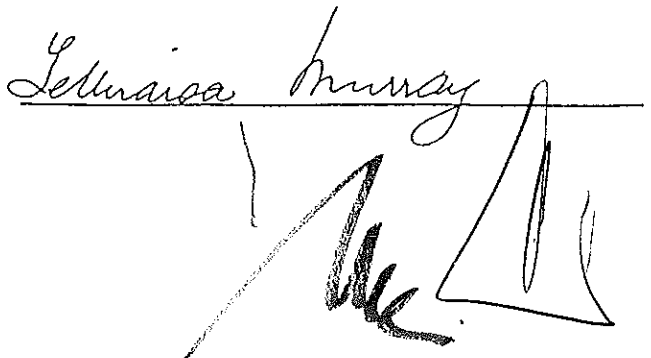
Signed by:

Chairman of Ngāti Turangitukua Māori Committee  
Arthur Lancaster Te Takinga Grace

  
\_\_\_\_\_

Signed by:

Secretary of Ngāti Turangitukua Māori Committee  
Te Uiraroa Murray

  
\_\_\_\_\_

# BUDDLE FINDLAY

BARRISTERS & SOLICITORS, NEW ZEALAND

AUCKLAND • WELLINGTON • CHRISTCHURCH

Carrie Wainwright/ Karen Feint  
NGA7141

20 July 1998

Office of Treaty Settlements  
P O Box 919  
WELLINGTON

**Attention: Martin Lewington**

*Tēnā koe*

## Turangi Township Claim WAI 84 - Ngāti Tūrangitukua Negotiating Team's Mandate

1. We write to confirm that the Ngāti Tūrangitukua Negotiating Team has the mandate of the *hapū* to negotiate a settlement to the WAI 84 claim.
2. We refer to the Deed of Mandate provided to the Crown following the *hui* of the Ngāti Tūrangitukua Māori Committee on Saturday, 18 November 1995. We note that the Deed of Mandate erroneously refers to the claim as being WAI 82, not WAI 84.
3. At a *hui* held by Ngāti Tūrangitukua at Hirangi Marae on Saturday, 11 July 1998, the Ngāti Tūrangitukua Māori Committee confirmed the Negotiating Team's mandate to negotiate with the Crown the resolution of the WAI 84 claim.
4. The Negotiating Team comprises:
  - Mahlon Nepia
  - Bill Duff
  - Jeff Bennett
  - Lana Te Rangi
  - George Asher
  - Ngaiterangi Smallman (all of Turangi)
  - Carrie Wainwright, Buddle Findlay
5. Please note that Ngaiterangi Smallman replaces Eva Moke on the Negotiating Team.

Yours faithfully

**BUDDLE FINDLAY**



**KAREN FEINT**  
Senior Solicitor



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Buddle Findlay is an ISO:9001 registered law firm.

A directory containing a list of partners may be obtained from any office.

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CHRISTCHURCH OFFICE: Clarendon Tower, 78 Worcester Street, PO Box 322, DX WP20307, Christchurch. Telephone 0-3-379 1747, Fax 0-3-379 5659.