TERMS OF NEGOTIATION FOR TE ARIKI LANDS CLAIM (WAI 7)

TERMS OF NEGOTIATION FOR THE TE ARIKI ISTHMUS TREATY OF WAITANGI CLAIM (WAI 7)

PURPOSE

1 This document sets out the scope, objectives and general procedures for the negotiations between the Crown, and the mandated representatives of Ngati Rangitihi and Tuhourangi, for the settlement of all of the claims of Ngati Rangitihi and Tuhourangi for breaches up to 21 September 1992 that relate to the Te Ariki Isthmus land (as described in paragraph 6 below), including WAI 7.

2 This document records the stated intention of the Crown and Ngati Rangitihi and Tuhourangi, including the intention to negotiate in good faith, but does not create a legal relationship and is not legally binding.

MANDATE

3 The beneficiaries ("the beneficiaries") of the WAI 7 claim are all Ngati Rangitihi and Tuhourangi descendants of the original owners of the Te Ariki Isthmus land.

4 Mr Leith Comer for Ngati Rangitihi and the Te Ariki Lands Trust for Tuhourangi ("the mandated representatives") confirm that they have a mandate to represent the beneficiaries in negotiations with the Crown for the settlement of all the claims referred to in paragraph 1 above.

5 The Crown recognises Mr Leith Comer's mandate to represent all Ngati Rangitihi beneficiaries of the claim, and the Te Ariki Lands Trust's mandate to represent all Tuhourangi beneficiaries of the claim.

BACKGROUND

6 The Te Ariki Isthmus land is legally defined as sections 2, 3 and 4 of Block XII of the Tarawera Survey District ("the Te Ariki Isthmus land"). The land links Lake Tarawera and Lake Rotomahana, and is approximately a 100 acre parcel.

7 The Te Ariki Isthmus claim (WAI 7) is a joint Treaty of Waitangi claim by Ngati Rangitihi and Tuhourangi.

8 The claimants' statement of claim alleges that the Crown breached the Treaty in its dealings with the Te Ariki Isthmus land in the following ways:

a the Crown trespassed on the isthmus land between 1902 and 1908;

b the isthmus should never have been taken by the Crown in 1908, because of the known existence of burial grounds on the land;

c the isthmus was taken under false pretences under a section of the Public Works Act 1905 designed to enable the Waimangu 'Round Trip' to function within the law; and

d the isthmus was never used for the purpose for which it was taken and is presently used in a capacity totally contrary to that original purpose, that purpose being Internal Communications.

OBJECTIVES OF THE NEGOTIATIONS

9 The Crown and the mandated representatives agree that the objectives of the negotiations will be to:

a negotiate a fair, comprehensive, final and durable settlement of all claims relating to the Te Ariki Isthmus land up to 21 September 1992, including those specified in the statement of claim for WAI 7; and

b contribute to the restoration and enhancement of the relationship between Ngati Rangitihi, Tuhourangi, and the Crown, based on the principles of the Treaty of Waitangi.

SCOPE OF NEGOTIATIONS

10 The mandated representatives and the Crown agree that the general scope of negotiations will include, but not necessarily be limited to:

a the form of any Crown apology;

b the form and fiscal quantum for any redress;

c implementation issues and other administrative actions that may be required to implement any settlement;

And in doing so the settlement will enable:

d settlement of all of Ngati Rangitihi and Tuhourangi's Treaty, common law and aboriginal title claims against the Crown up until 21 September 1992 that relate to the Te Ariki Isthmus land; and

e the removal of the jurisdiction of the Waitangi Tribunal or the courts to re-open issues settled by the settlement.

WAIVE OTHER AVENUES OF REDRESS

11 The mandated representatives and the Crown agree that during these negotiations neither party will pursue or initiate, before any court of tribunal, any proceedings covering all or part of the same subject matter as these negotiations.

PROCEDURAL MATTERS

12 The mandated representatives 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 negotiations will be conducted in private and will remain confidential unless agreed otherwise (such as when consultation with third parties is necessary);

c negotiations meetings will be convened as, when, and where agreed to by the parties;

d media statements concerning the negotiations will be made only when mutually agreed by both parties;

e the mandated representatives and the Crown will each ensure regular and appropriate internal consultation procedures throughout the negotiations; and

f the mandated representatives will report regularly to the Crown on the steps taken to consult and inform beneficiaries of the progress of the negotiations.

13 The Negotiating Teams for Ngati Rangitihi and Tuhourangi respectively are as follows:

a Leith Comer (Ngati Rangitihi); and

b Louise Waaka, Rangipuawhe Maika, Tania Rangiheuea, and Hepa Skipwith (Tuhourangi).

14 The Crown's negotiating team will consist of officials from the Office of Treaty Settlements, the Department of Conservation, the Treasury and the Crown Law Office.

GOVERNANCE STRUCTURE FOR SETTLEMENT ASSETS

15 The mandated representatives and the Crown agree that one or more appropriate legal structure(s) endorsed by the Ngati Rangitihi and Tuhourangi beneficiaries of the WAI 7 claim, which have transparent decision-making processes and are fully accountable to the beneficiaries, will need to be in place to receive settlement assets.

CLAIMANT FUNDING

16 The mandated representatives and the Crown note that the Crown makes a contribution to the negotiations costs of the mandated representatives which is paid in instalments for the achievement of specified milestones in the negotiation process.

17 The mandated representatives 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

18 The mandated representatives and the Crown acknowledge that this document does not bind either party to reach a settlement and that any agreement reached in negotiation discussions will not be binding until embodied in a Deed of Settlement and ratified by the Ngati Rangitihi and Tuhourangi beneficiaries of the WAI 7 claim, and the Crown and settlement legislation is enacted if required.

AMENDMENTS

19 The mandated representatives 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.

SIGNED THIS 28th **day of** November **1998**

Signed for and on behalf of the Crown:

Rt. Hon. Douglas Graham
Minister in Charge of Treaty of Waitangi Negotiations

Signed for and on behalf of Ngati Rangitihi beneficiaries of Wai 7:

Leith Comer (Negotiator)

Henry Pryor (Kaumatua)

Te Kani Marr (Kaumatua)

Signed for and on behalf of Tuhourangi beneficiaries of Wai 7:

Louise Waaka (Trustee/Negotiator)

Rangipuawhe Maika (Kaumatua/Negotiator)

Hepa Skipwith (Negotiator)

Tame Amotawa (Kaumatua)

Mihi Pene (Kaumatua)