



## OFFICE OF TREATY SETTLEMENTS

Charles Fergusson Building • Bowen Street • PO Box 919 Wellington  
Phone (04) 494 9800 • Fax (04) 494 9801

Pouaka Motuhoko 919 • Te Whanganui a Tara  
Waea (04) 494 9800 • Wāca Whakaahua (04) 494 9801

*Te Tari Whakatau Take e pa ana ki te Tiriti o Waitangi*

17 June 1999

Sir Graham Latimer KBE  
C/- Postal Agency  
KAITAIA

### Te Uri o Hau Deed of Mandate

Dear Sir Graham

Following our discussions on 28 May 1999, the Crown has considered all of the submissions received on the Te Uri o Hau Deed of Mandate advertised on 17 April 1999. The Crown has decided to recognise the Deed of Mandate, incorporating the following amendments, each of which has been discussed and agreed with you:

- the exclusion of Wai 393 from Te Uri o Hau negotiations as this claim appears to relate to the interests of another hapu, Te Taou. Wai 393 will continue to be included generally in any Te Uri o Hau settlement to the extent that it purports to be a Te Uri o Hau claim;
- the alteration of the map of the core Te Uri o Hau area to show the exclusion of the Kakaraea Block and Moturemu Island. Te Uri o Hau has already provided us with a revised version of the map;
- various changes recommended by Te Puni Kokiri to enhance accountability to beneficiaries. These changes are detailed in the Appendix to this letter. As the changes are in favour of greater participation by beneficiaries, Te Puni Kokiri considers that no further mandating hui are required on these changes.

We understand that Te Uri o Hau is in discussions with Wai 719 and Wai 721 claimants on resolving representation issues. We hope that agreement on the issues can be reached. In the event that agreement cannot be reached, we would like to have further discussions with you on how to proceed.

We note that you will be maintaining lines of communication with neighbouring tribes during the negotiation process.

We look forward to working with Te Uri o Hau on the next step of the negotiation process, which is agreeing on the Terms of Negotiations. We hope to inform you shortly on Ministers' decisions concerning claimant funding.

Yours sincerely

Ross Philipson  
Director

## Appendix

### **Changes to be Incorporated in the Ōtamatea Deed of Mandate**

The changes proposed by the Claims Manager in her fax of 5 March 1999 to Te Puni Kōkiri should be adopted to provide for:

- the Te Uri o Hau beneficiaries to have the power to ratify any proposed settlement through a postal ballot or properly notified hui (proposed amendment to clause 8 (c) refers); and
- the Ōtamatea Māori Trust Board to have the ability to add or replace negotiators only from the pool of "Agreed Negotiators" (proposed amendment to clause 8.1 refers).

In addition, a clause should be added empowering the beneficiaries and, if desired, a mandated body (such as the Ōtamatea Māori Trust Board) to withdraw the mandate from the negotiators. In this regard, the Claims Manager may wish to refer to the arrangements in section 11.1 of the Pouto Deed once the appropriate amendments have been made to that clause.

### **Changes to be Incorporated in the Te Uri o Hau o te Wahapū o Kaipara Deed of Mandate**

The changes proposed by the Claims Manager in his letter to Te Puni Kōkiri of 2 December 1998 should be adopted. Amongst other things, these changes would provide that:

- beneficiaries will be informed of the appointment of further agreed representatives and the delegation of tasks to additional or alternate negotiators; and
- a hui of beneficiaries, properly convened in terms of clause 11.1, may withdraw the mandate from the Agreed Representatives by a majority vote.

In addition, the Claimant group should consider postal ballots as a means of both testing the mandate and ratifying the settlement.