



## **Mōkai Pātea Waitangi Claims Trust**

### **Deed of Mandate**

### **Negotiation of historical claims under Te Tiriti o Waitangi / the Treaty of Waitangi**

*Dated: this 15<sup>th</sup> day of November 2020*

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**Mōkai Pātea Waitangi Claims Trust**  
**draft Deed of Mandate**

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# He Kupu Whakaaraara

Ka tiaho mai ngā whetū

Hei tohu o te kauae runga

Ka whitiwhiti mai i te rā

Hei ara ki te kauae raro

Ki te whaiao ki te ao mārāma

Ko Papa e tūhonotia

E te pito i te hono i wairua

Ko Rangi e tūhonotia

E te kāwai a Tākawe o Kahukura

Whiti whano haramai te toki haumi e hui e tāiki e!

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## A. Introduction and Overview of Mōkai Pātea whakapapa/history

1. The Mōkai Pātea Waitangi Claims Trust (the Trust) has sought a mandate to represent the claimant community of Mōkai Pātea Nui Tōnu (the confederated iwi and hapū of Mōkai Pātea) in direct Treaty settlement negotiations with the Crown for the comprehensive settlement of all registered and unregistered historical claims under Te Tiriti o Waitangi of Mōkai Pātea Nui Tōnu.
2. The Crown has recognised Mōkai Pātea as a Large Natural Grouping (LNG). This draft Deed of Mandate sets out the process the Trust has followed to seek a mandate to represent Mōkai Pātea Nui Tōnu in negotiations with the Crown.
3. If the mandate is approved, the Trust will be tasked with presenting to the Mōkai Pātea Nui Tōnu claimant community for their ratification:
  - (a) An initialed Deed of Settlement; and
  - (b) A proposal to establish a Mōkai Pātea Post Settlement Governance Entity (PSGE), which would sign the Deed of Settlement.

### *Definitions*

4. Definitions of key terms as used in this document:
  - **Claimant Community** means the individuals, whānau, hapū and iwi of Mōkai Pātea Nui Tōnu as defined in Section B – Claimant Definition of Mōkai Pātea Nui Tōnu.
  - **Mōkai Pātea Nui Tōnu** and **Mōkai Pātea** means the confederation of individuals whānau, hapū and iwi of Mōkai Pātea Nui Tōnu, particularised in Section B - Claimant Definition of Mōkai Pātea Nui Tōnu.
  - **Mōkai Pātea Membership Committee** means the Committee established under Schedule Four of the Trust Deed, being those knowledgeable in the whakapapa of Mōkai Pātea Nui Tōnu, as appointed by the Trust to verify applications for registration.
  - **Rūnanga Delegates** means those persons elected in accordance with Schedule One of the Trust Deed and who, when acting together, constitute the Iwi Rūnanga and who have the authority to appoint Trustees.
  - **Taumata Tikanga** means the kāhui kaumatua appointed under the Trust Deed.
  - **Trust** means the Mōkai Pātea Waitangi Claims Trust.
  - **Trust Deed** means the Trust Deed adopted by the Trust.

- **Trustees** means the nine Trustees, consisting of the two persons appointed by each Iwi Rūnanga plus the Tumu Mōkai trustee appointed under the Trust Deed.

*Whakapapa of Mōkai Pātea Nui Tonu*

5. The development of the community of Mōkai Pātea Nui Tonu commences with Tamatea Pōkai Whenua, who in our tradition is a mokopuna of Tato. Tamatea Pōkai Whenua was of the “Hono-i-Wairua” people and came to Aotearoa on the Tākitimu waka.
6. We recognise the three wives of Tamatea Pōkai Whenua, and his children who are recognised tūpuna of Mōkai Pātea Nui Tonu, namely:
  - (a) Iwipupu, from whom was born Kahungunu;
  - (b) Kahukare, from whom was born Ruaehu; and
  - (c) Tanewhare, from whom was born Tamakōpiri.
7. Tamatea Pōkai Whenua travelled from Turanga (Gisborne) through Ahuriri (Whanganui a Orotu) and into the Mōkai (Inland) Pātea rohe, meeting up with his son Kahungunu who had travelled via the Mohaka and down the Ngaruroro Rivers at the Waitutaki Stream. Tamatea carried with him a number of pets (mōkai) which were released from time to time during his hīkoi.
8. Tamatea headed to Rakautāonga, and to Te Koau. Kahungunu went up the Ngaruroro River, and the Tāruarau River, and met with his father again at Ikaawetea stream. There lies the wahi tapu known as Te Upoko o Kahungunu. It is from here that Pohokura, one of the pets (mōkai) of Tamatea Pōkai Whenua, escaped while he slept on the rock. Pohokura is now understood to reside on the sacred mountain of Aorangi, which overlooks the mighty Rangitīkei River.
9. Tamatea and Kahungunu travelled up the Ikaawetea stream and towards Rangitīkei awa below Aorangi and met Tarinuku who offered Tamatea a calabash of preserved birds. This place was named Te Papa a Tarinuku. From here Kahungunu returned back to the Tairāwhiti area.
10. Tamatea then travelled up the Moawhango awa, staying the night and then in the morning extinguishing the firebrands from his fire at the waterfall known as Te Pouna o ngā Motumotu o te ahi a Tamatea Pōkai Whenua. At Tikirere, Tamatea left his Koura (crayfish) mōkai, (Te Koura a Tamatea). At Whakatara he left another mōkai. At Waiouru, Tamatea’s third son Tamakōpiri cried for his father, at the place named Te Hiwi a Tamakōpiri, and the Waitangi Stream denotes this event.
11. Tamatea travelled south to the juncture of the Hautapu awa with the Rangitīkei awa, and he left his pātiki (flounder) mōkai there. He climbed the high ridgeline to the west, which became known as Te Whakauae a Tamatea. He sought shelter from a storm at Te Harakeke a Tamatea, and then headed south towards the Whanganui awa.

12. It is through three hekenga into Inland Pātea that the rohe became populated with the ancestors of Mōkai Pātea Nui Tonu.
  - (a) The first hekenga by Tamakōpiri and his descendant Tumakaurangi led to the many whānau and hapū of **Ngāti Tamakōpiri**;
  - (b) The second hekenga by Te Aitanga o Rongomaitara led to the many whānau and hapū of **Ngāi Te Ohuake**; and
  - (c) The third hekenga of Te Hika a Kahukare led to the many whānau and hapū of **Ngāti Hauiti** and **Ngāti Whitikaupeka**.
13. We also recognise the tradition of Mātangi, who journeyed from the Wairarapa following Whirikōkō, and naming places from the Tararua to the Rangitīkei. His two children Horouta and Hine-te-Iwaiwa remained to occupy the area, and the Mātangi tradition is particularly special for the people of Ngāti Hauiti.
14. We also recognise the tradition of Whatumamoa (Hotumamoe/Ngāti Hotu), from Mahutapoanui through Ōrotu and thence to Tupakihi and his sister Nukuteaio, (who would marry Te Ohuake), and his brother Tuwharaukiekie (grandfather of Hauiti).
15. There followed generations of inter-hapū and inter-iwi relationships, through marriage, through war and the making of peace, through the conquering of territory and the tenure of occupation and use of the land and its resources. Key battles which shaped the people and the identification of their rohe over which they exercised rights included: Otara (at Rōhotupapa), Otara II (at Omanono), Te Tohi a Te Rehu, Orongotama at Rangipō Waiū, Hawera Roa at Rotoaira, Te Whiti at Tararei, Otihaui at Whangaehu, Whakatapere and Mangawhero, and the battles at Pōtaka, Mangatoetoe, Otaparoto, Motuopuhi and Kai-Inanga, to name a few. Whānau and hapū developed their areas of customary use and occupation.

*Mōkai Pātea Nui Tonu interests*

16. Mōkai Pātea Nui Tonu exercised their mana and tino rangatiratanga to their ancestral lands. The hapū and iwi of Mōkai Pātea Nui Tonu operated independently in accordance with their tikanga, and from time to time, variant grouping of these whakapapa lines would come together as a confederation, which is referred to as Mōkai Pātea Nui Tonu.
17. A whakapapa chart depicting the main lines of Mōkai Pātea Nui Tonu is set out at **Appendix A**.
18. The core lands of the Mōkai Pātea Nui Tonu rohe include the following blocks:
  - Ōruamātua-Kaimanawa;
  - Owhāoko B;
  - Owhāoko C;
  - Owhāoko D;
  - Tīmahanga;
  - Te Koau;

Awarua o Hinemanu;  
Aorangi (Awarua);  
Mangaohane;  
Motukawa No 2;  
Awarua;  
Otumore;  
Mangoira;  
Otamakapua;  
Otairi No 1;  
Otairi No 4;  
Rangatira Hapōpō; and  
Tarakei.

19. Land blocks where Mōkai Pātea Nui Tonu shared interests with their neighbouring iwi included:

Rangipō Waiū;  
Rangipō Waiū No 2;  
Waitapu;  
Rangitīkei Tūrakina;  
Paraekaretu;  
Rangitīkei Manawatū; and,  
Te Ahuaturanga

20. Key waterways of the Mōkai Pātea Nui Tonu rohe (and their tributaries) include:

Rangitīkei River;  
Moawhango River;  
Hautapu River;  
Kawhatau River;  
Ngaruroro River;  
Tāruarau River;  
Turakina River;  
Mangapapa river;  
Oroua River; and,  
Pohangina River.

21. The traditional rohe of each of the four Iwi and their respective hapū within Mōkai Pātea Nui Tonu is represented by the maps which are attached as follows:

- (a) **Appendix B**, being the traditional rohe of Ngāi Te Ohuake;
- (b) **Appendix C**, being the traditional rohe of Ngāti Hauti;
- (c) **Appendix D**, being the traditional rohe of Ngāti Whitikaupeka; and
- (d) **Appendix E** being the traditional rohe of Ngāti Tamakōpiri.

22. Mōkai Pātea Nui Tonu exercised their customary rights and practices to these traditional rohe, including:

- (a) tribal, collective decision-making structures;
- (b) dissemination of matauranga and cultural expression, including te reo;
- (c) guardianship and control of natural resources, kāinga, and waahi tapu and other sites of significance.

*Te Tiriti o Waitangi*

23. The Crown had and continues to have duties to recognise and actively protect the rights and interests of Mōkai Pātea Nui Tonu under Te Tiriti o Waitangi / the Treaty of Waitangi and its principles, including:
- (a) Recognising and protecting their tino rangatiratanga;
  - (b) Ensuring the retention of lands, estates, forests, fisheries, other properties and taonga so long as it is their desire to do so;
  - (c) Recognising and actively protecting all taonga, resources, language, cultural practices;
  - (d) Providing the right and the means to develop those taonga in accordance with their cultural preferences.

*Post-Contact Alienation and Subversion of Tino Rangatiratanga*

24. In terms of the post-contact period, those within the rohe of Mōkai Pātea Nui Tonu had relatively little exposure to Europeans through to the 1870s. However, Mōkai Pātea tūpuna were concerned about and engaged with the Crown and settler attempts to acquire tracts of land for settlement. Mōkai Pātea tūpuna organised the Kokako Hui in 1860 and the Turangaarere Hui of 1872, and objected to land acquisition processes through the 1870s and 1880s, and sought to consolidate and respond to the individualisation of land title foisted by the Native Land Court investigations.
25. In the 1890s, Utiku Potaka, Wiremu Paraotene, Raumaewa Te Rango, Hiraka Te Rango and Wirihana Hunia on behalf of the rangatira of Mōkai Pātea Nui Tonu proposed a form of collective tribal title to retain control of the key Awarua lands, to administer land and distribute benefits to their people, to apportion land among hapū by way of tribal rūnanga and to access development assistance to promote growth in the new economy.
26. It was to no avail. The imposition of a individualised land title system, the breakdown of collective tribal authority, and the subversion of tino rangatiratanga led to loss of land, economic and social impoverishment and cultural alienation.
27. During the course of the investigation hearings of the Native Land Court, competing claims, Court rulings and settler-Crown avarice, all contributed to the undermining of whānau, hapū and iwi of Mōkai Pātea Nui Tonu. An example of this was the effect on the Winiata whānau of Ngāti Paki, and the claims by their



rangatira Winiata Te Whaaro through his iwi of Ngāi Te Ohuake. This subjugation was to have significant impacts in the 20th century.

28. By the 1920s, Mōkai Pātea Nui Tonu were on the social and economic margins in their own traditional rohe. Remaining land held as Māori freehold was in isolated areas, with much of it landlocked. These various factors contributed to an alienation of the community from their hapū roots. The Crown chose to deal with other iwi who had interests in the Mōkai Pātea lands, but through marriage to Mōkai Pātea families. As such, the unique identity and tino rangatiratanga of Mōkai Pātea Nui Tonu was almost destroyed.
29. In this period, successive governments also sought to impose new structures for tribal decision making, including Māori Councils, land boards, and marae trusts. While Mōkai Pātea Nui Tonu acknowledges the contribution of many who represented these structures, they were ultimately devoid of the whakapapa basis of hapū rangatiratanga and identity. In the region of Mōkai Pātea Nui Tonu, a situation arose which was particularly corrosive of hapū identity, as the marae took on affiliation to their neighbouring iwi. The individuals working within the marae communities were often tireless advocates for the health, education and language survival of their whānau, but those communities had become separated from the whakapapa connections that bound them to the whenua of Mōkai Pātea Nui Tonu, to their hapū and Iwi of Mōkai Pātea Nui Tonu, and to each other.

#### *Renaissance of Mōkai Pātea identity*

30. In the 1980's, a re-awakening within Ngāti Hauiti emerged, triggered by a reaction to environmental threats. There followed a series of strategic wānanga with other whānau and hapū within Ngāti Whitikaupeka, Ngāti Tamakōpiri and Ngāi Te Ohuake to re-assert their whakapapa connections, leading to the re-establishment of the cultural identity as Mōkai Pātea Nui Tonu, over the following twenty years. Some of the key developments were:
  - (a) Acknowledging the whānaungātanga ties to neighbouring iwi, but understanding the rangatiratanga of the hapū and Iwi of Mōkai Pātea;
  - (b) Re-gathering whānau and hapū who had been excluded from marae communities and callibrating their whakapapa to Mōkai Pātea Nui Tonu, as had been laid out by the tūpuna in their claims to the Native Land Court. This resulted in the re-emergence of Ngāi Te Ohuake and others;
  - (c) Establishing tribal Rūnanga as their tūpuna had proposed in the 1890s, as the fundamental basis for collective decision-making. The four Iwi Rūnanga of Mōkai Pātea Nui Tonu were constituted between 1990-2002;
  - (d) Advocating for the Mōkai Pātea community, over a range of social and environmental issues, and the bringing together of the confederation to pursue the negotiation and settlement of historical claims under Te Tiriti o Waitangi.
31. The decision by Mōkai Pātea Nui Tonu to work as a collective for the purposes of the negotiation of historical Treaty of Waitangi claims, has an historical

precedent. In the past, the confederation of Mōkai Pātea and their respective hapū often acted collectively on major issues affecting them, including their response to the challenges of land and resource alienation in the late nineteenth century.

32. Within the structure that includes the Mōkai Pātea Waitangi Claims Trust (see figure below), each of the four Iwi of Mōkai Pātea Nui Tonu is governed by an Iwi Rūnanga, as follows:
- (a) Te Rūnanga o Ngāi Te Ohuake;
  - (b) Te Rūnanga o Ngāti Hauiti;
  - (c) Te Rūnanga o Ngāti Whitikaupeka; and
  - (d) Te Rūnanga o Ngāti Tamakōpiri.
33. Mōkai Pātea Nui Tonu acknowledge and affirm our history of kōtahitanga, and similarly recognise each Iwi Rūnanga’s independent exercise of tino rangatiratanga.
34. Each Iwi Rūnanga consists of Rūnanga Delegates who are elected and who are representative of their hapū. For the avoidance of doubt, for a hapū which is affiliated to more than one of the Iwi of Mōkai Pātea Nui Tonu, then that hapū is entitled to be represented by way of a delegate in more than one Iwi Rūnanga. The members of that hapū are entitled to participate in more than one election to elect their hapū representatives as Rūnanga Delegates.

<b>Mōkai Pātea Nui Tonu</b>			
[Elect Hapū Delegates]			
Te Rūnanga o Ngāi Te Ohuake	Te Rūnanga o Ngāti Hauiti	Te Rūnanga o Ngāti Whitikaupeka	Te Rūnanga o Ngāti Tamakōpiri
<b>Rūnanga Delegates</b>			
[Appoint 2 Trustees/Rūnanga plus Tumu Mōkai]			
<b>Mōkai Pātea Waitangi Claims Trust (9 trustees)</b>			

35. The Hapū of Mōkai Pātea Nui Tonu are as follows:
- (a) **Ngāi Te Ohuake:**
    - (i) Ngāti Hau, Ngāti Tamakorako, Ngāti Hinemanu\*, Ngāti Honomōkai\*, Ngāti Te Upokoiri\*, Ngāti Te Ngāruru, Ngāti Paki.
  - (b) **Ngāti Hauiti:**
    - (i) Ngāi Te Ngahoa, Ngāti Ruaanga, Ngāti Haukaha, Ngāti Tamarereka, Ngāti Hora, Ngāti Tumokai, Ngāti Hinetio, Ngāti Hinemanu\*, Ngāti Te Upokoiri II, Ngāti Whiti-Hauiti, Ngāti Rangiwahaiao.

(c) **Ngāti Whitikaupeka:**

- (i) Ngāti Whiti Tūturu, Ngāti Whiti-Hauiti, Ngāti Whiti-Tama, Ngāi Te Upokoiri\*, Ngāti Honomōkai\*, Ngāi Tautahi.

(d) **Ngāti Tamakōpiri:**

- (i) Ngāti Tuope, Ngāti Tamakaiaorangi, Ngāti Hinetai, Ngāti Tamapinea, Rangitoea, Ngāti Tamawhiti, Ngāti Tama Tūturu, Ngāti Te Taenui, Ngāti Tūtakarua, Ngāti Tamakaitangi, Hikakainga.

\* denotes that the hapū is a shared hapū within Mōkai Pātea Nui Tonu.

36. The recognised marae and papakāinga of Mōkai Pātea Nui Tonu are as follows:

<b>IWI</b>	<b>MARAE</b>	<b>PAPAKĀINGA</b>
<b>Ngāi Te Ohuake</b>	Winiata (Ngāti Hinemanu/Ngāti Paki)	Awarua (Mōkai) Pokopoko
<b>Ngāti Hauiti</b>	Tāhuhu Rātā Winiata (Ngāti Hinemanu)	Utiku O tara Pourewa
<b>Ngāti Whitikaupeka</b>	Te Riu o Puanga Moawhango	Makokomiko Matuku
<b>Ngāti Tamakōpiri</b>	Opaea Kaiewe	Tūrangārere Komakoriki

37. These marae have played important roles as focal points for cultural identity within Mōkai Pātea Nui Tonu, although the history of subjugation and suppression of Mōkai Pātea tino rangatiratanga has meant that during the 20<sup>th</sup> century, marae had identified themselves with other larger and neighbouring iwi. It was through the revitalisation of Mōkai Pātea identity in the 1980s that marae were encouraged to recognise and celebrate their unique connections to the hapū and iwi groupings of Mōkai Pātea Nui Tonu.
38. It is acknowledged that the list of marae and papakāinga above is not exclusive and the Trust acknowledges that those who affiliate to Mōkai Pātea Nui Tonu may aspire to revive dormant marae or to establish new marae, which is to be encouraged.
39. Mōkai Pātea Nui Tonu have a positive working relationship with Rongomaraeroa-o-ngā-Hau-e-Whā Marae based at the Waiouru Army Camp, based on the mana whenua interests of Ngāti Tamakōpiri in the Rangipō-Waiū and Rangipō-Waiū No.2 blocks (shared with Ngāti Rangī) and the mana whenua interests of Ngāti Tamakōpiri and Ngāti Whitikaupeka in the Ōruamātua-Kaimanawa blocks.

40. Land Trusts have been a focal point for the retention of remaining Māori land in the rohe, and the development of that land where possible. It was often through the database of beneficial owners in particular blocks that research was able to be undertaken to ascertain and identify the whakapapa links back to the hapū and iwi who held interests in those lands. Key land trusts include (but are not limited to) the following:

Owhaoko B & D Trust  
Owhaoko C Trust  
Aorangi (Awarua) Trust  
Oruamatua Kaimanawa 1V Trust  
Oruamatua Kaimanawa 1U Trust  
Timahanga No 1 Trust  
Te Koau A Trust

41. In 2011, the Mōkai Pātea Waitangi Claims Trust was formed to be a vehicle for the representation of whānau, hapū and iwi of Mōkai Pātea Nui Tonu in relation to the Waitangi Tribunal processes, and the negotiation and settlement of historical claims under Te Tiriti o Waitangi.

## **B. Claimant Definition - Mōkai Pātea Nui Tonu**

42. The **claimant community** of Mōkai Pātea Nui Tonu means the collective group composed of individuals who descend, and each individual who descends, from an ancestor of **Mōkai Pātea Nui Tonu** and includes every whānau, hapū, or collective group to the extent that it is composed of those individuals, including the following:

- (a) Ngāti Hauiti
- (b) Ngāti Whitikaupeka
- (c) Ngāti Tamakōpiri
- (d) Ngāi Te Ohuake
- (e) Ngāti Hinemanu
- (f) Ngāti Paki
- (g) Ngāti Hau
- (h) Ngāti Tamakorako
- (i) Ngāti Honomokai
- (j) Ngāi Te Upokoiri
- (k) Ngāi Te Upokoiri (II)
- (l) Ngāi Te Ngāruru
- (m) Ngāi Te Ngahoa
- (n) Ngāti Ruaanga
- (o) Ngāti Haukaha
- (p) Ngāti Tamatereka
- (q) Ngāti Hora
- (r) Ngāti Tumōkai
- (s) Ngāti Hinetio
- (t) Ngāti Whiti-Hauiti
- (u) Ngāti Rangiwhaiao

- (v) Ngāti Whiti Tūturu
- (w) Ngāti Whiti-Tama
- (x) Ngāi Tautahi
- (y) Ngāti Tuope
- (z) Ngāti Tamakaiaorangi
- (aa) Ngāti Hinetai;
- (bb) Ngāti Tamapinea;
- (cc) Rangitoea;
- (dd) Ngāti Tamawhiti;
- (ee) Ngāti Tama Tūturu;
- (ff) Ngāti Te Taenui;
- (gg) Ngāti Tūtakaroa;
- (hh) Ngāti Tamakaitangi;
- (ii) Hikakainga

43. **Ancestor of Mōkai Pātea Nui Tonu** means an individual who
- (a) exercised customary rights by virtue of being descended from:
    - (i) Tamatea Pōkai Whenua; and
    - (ii) Te Ohuake; or
    - (iii) Hauiti; or
    - (iv) Whitikaupeka; or
    - (v) Tamakōpiri; or
    - (vi) a recognised ancestor of any of the descent groups listed at paragraph 40; and
  - (b) exercised the customary rights referred to in (a) predominantly in relation to the Mōkai Pātea Nui Tonu Area of Interest after 6 February 1840, being rights to occupy land, and rights in relation to the use of land or other natural or physical resources.
44. A person is **descended** from another person if the first person is descended from the other by birth; or legal adoption; or Māori customary adoption (whāngai) in accordance with Mōkai Pātea Nui Tonu tikanga (customary values and practices), and as verified by the Mōkai Pātea Membership Committee.

### **C. Area of Interest – Mōkai Pātea Nui Tonu**

45. **Appendix F** is the consolidated Area of Interest map for Mōkai Pātea Nui Tonu.

## **D. Historical Claims within the scope of this Deed of Mandate**

46. The Trust seeks the mandate to negotiate and settle all the historical claims of Mōkai Pātea Nui Tonu, whether registered with the Waitangi Tribunal or not, for Crown breaches of Te Tiriti o Waitangi/the Treaty of Waitangi that occurred prior to 21 September 1992.
47. “Historical claims” means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that Mōkai Pātea Nui Tonu, had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that:
- (a) is, or is founded on, a right arising from the Treaty of Waitangi or its principles; or under legislation; or at common law, including aboriginal title or customary law; or from fiduciary duty; or otherwise; and
  - (b) arises from, or relates to, acts or omissions before 21 September 1992 by, or on behalf of, the Crown; or by or under legislation; and
  - (c) includes every claim to the Waitangi Tribunal that relates exclusively to Mōkai Pātea Nui Tonu including the following claims:
    - (i) Wai 385 – Township of Pōtaka (now Utiku) Claim:
    - (ii) Wai 581 – Ngāti Hauiti claim:
    - (iii) Wai 588 - Kaimanawa Wild Horses Range Claim:
    - (iv) Wai 647 - Awarua Block 4A1 Claim:
    - (v) Wai 662 - Mangaohane No 2 Block Claim:
    - (vi) Wai 1639 - Descendants of Mōkai-Pātea (Cribb) Claim:
    - (vii) Wai 1705 - Mōkai Pātea Claims Committee Claim:
    - (viii) Wai 1868 - Oruamatua Kaimanawa Block (Hoet) Claim:
    - (ix) Wai 1888 - Ngāti Whitikaupeka (Halbert) Claim:
    - (x) Wai 2091 - Māori Mental Health (Tangiahua) Claim on behalf of Ngāti Hauiti; and
  - (d) includes every other claim to the Waitangi Tribunal so far as it relates to Mōkai Pātea Nui Tonu, including the following claims:
    - (i) Wai 37- Okahukura Block Claim:
    - (ii) Wai 263– Te Koau -Waitutaki block and northern Ruahine ranges claim:
    - (iii) Wai 378 – Owhaoko C3B Block claim:

- (iv) Wai 382 - Kaweka Forest Park and Ngaruroro River Claim:
- (v) Wai 400 - Ahuriri Block claim:
- (vi) Wai 401 - Renata Kawepo Estate claim:
- (vii) Wai 933 - Lake Rotoaira and Wairehu Stream Claim:
- (viii) Wai 1196 - Tongariro Power Development Scheme Lands Claim:
- (ix) Wai 1632 - Raketapauma (Descendants of Ropoama Pohe) Claim:
- (x) Wai 1835 - Ngāti Paki and Ngāti Hinemanu (Winiata, Lomax, Cross and Teariki) Claim:
- (xi) Wai 2157 - Te Wai Nui a Rua (Ranginui and Ranginui-Tamakehu) Claim.

48. However, **historical claims** does not include the following claims:

- (a) a claim that a member, whānau, hapū, or group of Mōkai Pātea Nui Tonu, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not a Mōkai Pātea Nui Tonu ancestor; or
- (b) a claim of Ngāti Hinemanu to the extent that the claim relates to interests of Ngāti Hinemanu that are derived through the ancestor Taraia;
- (c) a claim of Ngāi Te Upokoiri to the extent that the claim relates to interests of Ngāi Te Upokoiri that are derived through the ancestor Te Upokoiri, but only those Te Upokoiri claims deriving from Rangituouru of Ngāi Te Ohuake (through Honomōkai) and of Ngāti Whitikaupeka and Ngāi Te Ohuake (through Wharepurakau);
- (d) a claim of Ngāti Honomōkai to the extent that the claim relates to interests of Ngāti Honomōkai that are derived through the ancestor Taraia.

49. The Waitangi Tribunal is currently hearing the claims of the Taihape district, under Wai 2180 (Taihape: Rangitīkei ki Rangipō District Inquiry). The list of claims in this definition is subject to aggregation directions from the Waitangi Tribunal or other amendments to claims within the Inquiry District.

## E. Overlapping Claims

50. The Trust acknowledges the whānaungātanga of Mōkai Pātea Nui Tonu with other neighbouring Iwi and hapū.

51. In the context of those who have raised potential overlapping interests in the Mōkai Pātea Nui Tonu Area of Interest, the following list of overlapping groups has been taken from statements of claim filed in the Wai 2180 inquiry. The list does not necessarily represent an acceptance by the Trust of the extent or nature of the interests asserted by these groups.

- Ngāti Tūwharetoa, including Ngāti Waewae;
- Ngāti Rangi;
- Heretaunga-Tamatea;
- Ngā Hapū o Ahuriri;
- Rangitāne;
- Ngāti Apa;
- Ngāti Hotu;
- Ngāti Raukawa ki te Tonga, including Ngāti Kauwhata;
- Muaūpoko;
- Ngāti Pīkiahū;
- Ngāti Hikairo;
- Te Korowai o Wainuiārua.

52. Engagement with the Trust on overlapping claims issues has related to:

- He Toa Takitini (Heretaunga-Tamatea Claims Settlement Trust)
- Mana Ahuriri Incorporated
- Te Kōtahitanga o Ngāti Tūwharetoa
- Tanenuiarangi Manawatū Incorporated
- Rangitāne o Wairarapa and Rangitāne Tamaki nui-ā-Rua
- Te Rūnanga o Ngāti Apa
- Ngāti Rangi Trust; and
- Uenuku Charitable Trust.

53. Accords have been or are being entered into between Iwi Rūnanga and the Trust and some of the groups who represent Iwi with overlapping interests. These Accords are contemporary manifestations of mana-enhancing statements as to the respective rohe and customary interests of the hapū and Iwi involved. In settlement negotiations, the Accords assist and guide the Trust and its partners as to the nature and location of these customary interests. Those Accords are as follows:

<b>Accord</b>	<b>Other Parties</b>	<b>Status</b>
Te Waiū	Ngāti Tūwharetoa Ngāti Rangi	Signed



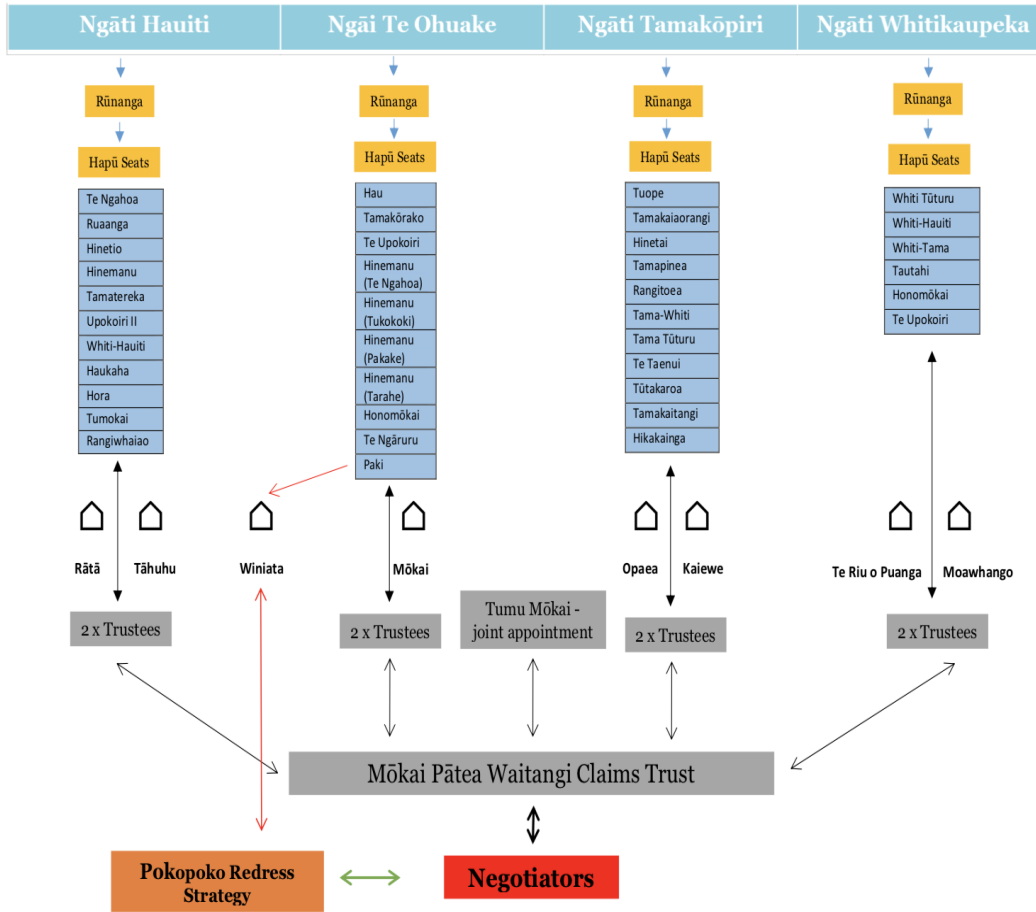
Te Hautapu	Ngāti Rangī	Awaiting signoff
Tapu te Ranga ki Aorangi	Mana Ahuriri	Signed
Ruahine Ngaruroro	He Toa Takitini	Signed
Pourewa	Ngāti Apa	Signed
-	Ngāti Kauwhata	To be negotiated
-	Rangitāne	To be negotiated

54. The Trust acknowledges that there will likely be other issues relating to overlapping claims that will arise in the course of negotiations of their historical Treaty claims. Mōkai Pātea Nui Tonu is committed to transparency, open and proactive communication with whānaunga to ensure that overlapping issues are addressed with fairness and respect, in accordance with principles of tikanga. The Trust acknowledges that there are hapū listed in paragraph 42 of this document who have shared links with other neighbouring hapū and Iwi. Those links are important and valuable. The Trust welcomes feedback and response from our neighbouring whānaunga to ensure that our shared links can be explored for mutual benefit, and in accordance with tikanga.

## F. Representation Structure of Mōkai Pātea Waitangi Claims Trust

55. The Trust's structure is based on the following key principles:
- (a) That the Trust promotes the recognition and advancement of the hapū of Mōkai Pātea Nui Tonu by way of their Iwi Rūnanga;
  - (b) That those whānau and hapū who suffered particular prejudice and loss from particular breaches by the Crown of Te Tiriti o Waitangi are entitled to specific and tangible redress;
  - (c) That the Trust will be a collective decision-making forum based on equal representation from each of its four Iwi Rūnanga and their respective hapū; and
  - (d) That individuals who affiliate by verified whakapapa to Mōkai Pātea Nui Tonu can participate by way of voting in the negotiation and settlement of Treaty claims regardless of whether or not the individual chooses to register with the Trust.
56. The Mōkai Pātea Waitangi Claims Trust is seeking a mandate based on its track record of successfully representing the interests of Mōkai Pātea Nui Tonu in the context of Treaty of Waitangi hearings in the Waitangi Tribunal, its transparency and accountability to the hapū and Iwi of Mōkai Pātea Nui Tonu, and based on the support that it received from the claimant community in its 2019 mandate vote.
57. A structural chart depicting the claimant community, the four Iwi Rūnanga and their respective hapū, and the Trust, is set out at **Appendix G**, and depicted in the figure below.

**Structural Chart showing the claimant community, iwi rūnanga, hapū seats and MPWCT relationship**



58. The Trust is an incorporated Charitable Trust registered on 23 February 2011. A copy of the Trust’s Trust Deed is attached as **Appendix H**. Trustees are governed by the terms of the Trust Deed.

*Appointment of Trustees*

59. The Trust is governed by a Trust Board consisting of a maximum of nine Trustees. The nine Trustees represent the collective interests of Mōkai Pātea Nui Tonu and are appointed by the Rūnanga Delegates as follows:

- (a) The delegates of Te Rūnanga o Ngāi Te Ohuake appoint two Trustees;
- (b) The delegates of Te Rūnanga o Ngāti Hauiti appoint two Trustees;
- (c) The delegates of Te Rūnanga o Ngāti Whitikaupeka appoint two Trustees;
- (d) The delegates of Te Rūnanga o Ngāti Tamakōpiri appoint two Trustees; and

- (e) Together, the Delegates of the four Iwi Rūnanga may appoint, following due consultation with the Taumata Tikanga, one Trustee as the Tumu Mōkai trustee representing all of Mōkai Pātea Nui Tonu. The Tumu Mōkai will be responsible for ensuring the cultural safety of Trustees and Negotiation Team during the negotiations, by providing advice on tikanga, kawa and other matters of a cultural nature.
60. Subject to the initial Trustees' rotation policy under the Trust Deed, the Trustees will remain in office for a term of four years after which their position will be up for re-election, which they are eligible for, unless they have been removed or disqualified for re-election in accordance with the Trust Deed.
61. The process for the Rūnanga delegates to appoint their respective trustees to the Trust is as follows:
- (a) Rūnanga delegates convene a hui for the purpose of calling for nominations to be a Trustee; and
- (b) Rūnanga delegates vote on their Trustee representatives (2), and the chairperson certifies in writing the names of the appointed trustees to the registered office of the Trust (refer to clause 5, Schedule 2 of the Trust Deed).
62. The current Trustees as appointed by delegates of each of the four Iwi Rūnanga are set out in the table below. It also shows the fact that each Trustee is also holding a delegate seat on their respective Rūnanga. Nevertheless, when the Trustees operate as trustees on the Board, they are appointed to represent all of the hapū within their Iwi Rūnanga, and to report back to their Iwi Rūnanga.

<b>Rūnanga</b>	<b>MPWCT Trustee</b>	<b>Rūnanga Hapū Delegate</b>
Te Rūnanga o Ngāi Te Ohuake	Maraea Bellamy Gloria Toheriri	(Hinemanu) Tarahe (Hinemanu) Pakake
Te Rūnanga o Ngāti Hauiti	Utiku Potaka (Chair) Thomas Curtis	Ngāti Tūmōkai Ngāti Ruaanga
Te Rūnanga o Ngāti Whitikaupeka	Barbara Ball (Deputy Chair) Te Rina Warren	Ngāti Whiti-Hauiti Ngāti Whiti-Hauiti
Te Rūnanga o Ngāti Tamakōpiri	Hari Benevides Moirā Raukawa-Haskell	Rangitoea Ngāti Hinetai
Joint appointment Tumu Mōkai	Ihakara Hunter	

63. The Trustees will hold office on the terms set out in the Trust Deed.

*Election of Rūnanga delegates*

64. The process of election of Rūnanga Delegates to the Iwi Rūnanga under the Trust Deed is in two phases, as the Iwi Rūnanga increase their capacity for hapū voting:
- (a) Phase I voting (2019) is by way of publicly notified Hui-a-Iwi, where those aged 20 years of age or older who affiliates by verified whakapapa to the Mōkai Pātea iwi and hapū concerned may be eligible to be nominated as a Rūnanga Delegate; and where voting is by way of show of hands, open to all of those who are aged 18 years of age or older and affiliate by way of verified whakapapa to that Mōkai Pātea Iwi; and
  - (b) Phase II voting is for the election cycle four years later (2023), where Iwi Rūnanga will conduct a postal vote for the identified hapū seats.
65. Rūnanga Delegates remain in office for a term of four years from the date of the vote and are eligible for re-election unless removed or disqualified in a manner consistent with the process in the Trust Deed.
66. The results of the Phase I elections for Rūnanga delegates are listed in **Appendix H1**. The figure below depicts the hapū seats in each of the Rūnanga.

Te Rūnanga o Ngāi Te Ohuake									
Hapū Seats (x10)									
Hau	Tamakorako	Te Upokoiri	Hinemanu (Te Ngahoa)	Hinemanu (Tukokoki)	Hinemanu (Pakake)	Hinemanu (Tarahe)	Honomōkai	Te Ngāruru	Paki

Te Rūnanga o Ngāti Hauiti										
Hapū Seats (x11)										
Te Ngahoa	Ruaanga	Te Upokoiri II	Haukaha	Tamatereka	Hora	Tūmokai	Hinetio	Hinemanu	Whiti- Hauiti	Rangi- whaiao

Te Rūnanga o Ngāti Whitikaupeka					
Hapū Seats (x6)					
Whiti- Tūturu	Whiti-Tama	Whiti-Hauiti	Honomōkai	Te Upokoiri	Tautahi

Te Rūnanga o Ngāti Tamakopiri										
Hapū Seats (x11)										
Tuope	Tama- kaiorangi	Hinetai	Tamapinea	Rangitoea	Tama-Whiti	Tama- Tūturu	Te Taenui	Tūtakaroa	Tamakai- tangi	Hika- kainga

## G. Accountability

67. The Trust is accountable to the claimant community of Mōkai Pātea Nui Tonu, including named Wai claimants, in accordance with the terms of its Trust Deed.
68. Trustees are bound by the Trust Deed. All decisions will be made in accordance with the accountability provisions of the Trust Deed. In addition, the following principles will guide the Trust's accountability to the claimant community:
  - (a) Continuous and regular engagement with the claimant community;
  - (b) Decision-making transparency with the claimant community; and
  - (c) Robust and accessible dispute resolution processes.
69. The relationship between the Trust and the Iwi Rūnanga and their iwi/hapū members is two-way, and the Trust will encourage feedback and input from the claimant community into the decision making process.
70. Accountability mechanisms include:
  - (a) The Trust will continue to report in writing on (at least) a quarterly basis to the claimant community, available on the Trust website;
  - (b) The Trust will continue to convene quarterly hui for the claimant community;
  - (c) The Trust will monitor the Claims Negotiators and ensure that the negotiators are informed of the feedback and input from the claimant community;
  - (d) The Trust will develop claims redress strategies to be developed in consultation with the hapū and Iwi of Mōkai Pātea Nui Tonu.
71. The Trust has been convening quarterly Hui a-Rohe and other claims wānanga hui to report on progress, and this will continue. The dates of previous Hui, and a brief summary of those Hui is attached as **Appendix I**. This quarterly hui engagement will continue, and in particular, hui will be convened before any major milestones are reached, or where specific reporting is desirable so that the claimant community can be fully informed and provide a response. The Hui include reporting against compliance with the Trust Deed, and include reporting against this draft deed of mandate, the negotiated Agreement in Principle and other key negotiation/settlement steps.
72. The Trust will continue to convene an Annual Trust Hui soon after the end of the Trust's financial year to report to the claimant community (the last AGM was held on 14 February 2020), and at these hui, the Trust will present:
  - (a) The Trust's audited financial statements;
  - (b) An Annual Report that reports on the Trust's activities for the year against the objectives of the Trust's Annual Plan for that year;

- (c) An Annual Plan which sets out the Trust’s objectives for the upcoming year; and
  - (d) All changes to Trustees as appointed by Rūnanga Delegates during the year.
73. The Trust has a communications strategy to keep the claimant community informed. A copy of the strategy is attached as **Appendix J**. The Trust has established a Facebook page and website to engage with whānau wherever they may reside. The Trust will use technology and social media platforms available to disseminate the various progress reports on the settlement negotiations which have been identified in this accountability section.
74. The Trust will engage with the claimant community prior to the signing of an Agreement in Principle, by way of social media engagement, providing copies to Iwi Rūnanga delegates for distribution, making copies available for inspection at the Trust office, and convening Hui a Iwi.
75. The Trust will present an initialed Deed of Settlement to the four Iwi Rūnanga of Mōkai Pātea Nui Tonu and undertake a Deed of Settlement ratification process including online, and postal as well as ballot box voting at ratification hui around the motu.
76. The Trustees and Negotiators will be supported by a Taumata Tikanga of respected Iwi elders, who will provide cultural oversight and direction on the following matters:
- (a) Ensuring the quality and accuracy of the Trust’s membership register and the register of members of the claimant community by verifying whakapapa to one of more of the Iwi of Ngāi Te Ohuake, Ngāti Hauti, Ngāti Whitikaupeka and Ngāti Tamakōpiri, and their respective hapū; and
  - (b) Providing quality advice and input into the cultural and customary association of Mōkai Pātea Nui Tonu, wāhi tapu, sites of significance, whakapapa and historical events.

*Meeting processes*

77. The quorum for all meetings of Trustees shall be a majority of the Trustees who, for the time being, hold office pursuant to the Trust Deed, provided that there must be at least one Trustee present appointed from each Iwi Rūnanga for a quorum to have been reached. The Trustees will meet to conduct business within each financial year. The Trustees may invite to such meetings whomever they may decide may assist them in their deliberations. All Trustee meeting decisions will be decided by a majority vote of Trustees present at a Trust Board meeting. The Trustees determine by nomination and vote among themselves who will fill the roles of Chairperson and Deputy Chairperson.
78. The Trustees maintain a record of Trust minutes which are made available to Mōkai Pātea members on request.

79. A separate bank account will be established by the Trust to manage Crown claimant funding contributions. The Trust will comply with the Office for Māori Crown Relations – Te Arawhiti policy and process for the management of claimant funding.

## **H. Appointment and Proceedings of Negotiators**

80. The Trust will appoint a Negotiation Team who will be responsible for the management of the Trust's Treaty settlement negotiations.
81. Nominees for the role of a Negotiator will complete a statutory declaration which will include:
- (a) Agreement to be bound by the Deed of Trust and policies and procedures concerning Negotiators; and
  - (b) Evidence as to how the nominee meets the guidelines for the appointment of Negotiators including geographical spread, fair representation of Iwi Rūnanga, the need for a balance of skills and expertise, and experience in negotiations.
82. The Trust will retain the ability to co-opt Negotiators for particular skills or for particular issues which may arise.
83. The Trust will provide for:
- (a) A process for an annual review of Negotiators based on key performance indicators as set by Board Trustees;
  - (b) Policies for fair and transparent remuneration, and reimbursement of costs, of Negotiators;
  - (c) Reporting and accountability processes for Negotiators to the Trust by way of monthly reports or more regularly whenever milestones are reached; and
  - (d) A process for the removal and replacement of Negotiators for due cause, if any of the grounds for termination in clause 8.1 of the Second Schedule of the Trust Deed are met (where applicable to Negotiators), and following the principles of natural justice. The process will allow a registered member to raise a dispute about a Negotiator and the dispute resolution process under clause 19 of the Trust Deed will be followed.
84. All decisions of the Negotiation team will be conditional on approval from the Trustees. It is the Trustees (not the Negotiators) who shall have the authority to agree to the Agreement in Principle, and to submit a draft Deed of Settlement to the claimant community for ratification.
85. The Negotiation Team will be supported by an administrative group responsible for:

- (a) Assisting with the operational requirements of the negotiations;
  - (b) Ensuring the proper implementation of Trust policies and procedures;
  - (c) Ensuring compliance with negotiations work plans and timetables;
  - (d) Ensuring Negotiators' compliance with statutory requirements, the Trust Deed and contractual obligations;
  - (e) Financial reporting; and
  - (f) Implementation of the Trust's Communications Strategy as set out in this mandate strategy.
86. The Negotiation Team will have authority to delegate negotiation tasks to committees established by the Negotiators, who are responsible and accountable back to the Negotiators.

## **I. Mōkai Pātea Register**

87. The Trust has a Mōkai Pātea Members' Register (tribal membership database) which was initially established by the collation of all member information from each of the Iwi Rūnanga. The Trust has complied with obligations pursuant to the Privacy Act in relation to the collection, use and storage of individual's personal information to be used as part of the tribal membership database.
88. The Trust maintains a Mōkai Pātea Register in accordance with Schedule Four of the Trust Deed, for the purposes of, inter alia:
- (a) Any elections required pursuant to Schedule One of the Trust Deed; and
  - (b) Communicating the progress of the Trust in its mahi and to allow the Trust to communicate with the claimant community; and
  - (c) Voting processes for mandate and settlement negotiation decisions by the claimant community, including those who do not wish to be registered as members of the Trust.
89. The Trust has its own registration form and continues to grow and build the Trust's Register. Each registration is verified by the Membership Committee to verify the whakapapa of the applicant, before membership is confirmed. A copy of the Trust's registration and whakapapa verification form is provided in **Appendix K**.
90. The Trust acknowledges those who are members of the claimant community but who may not wish to register as members with the Trust. The Trust maintains a database of those unregistered members to ensure that they can be notified of, and participate effectively in, claimant community hui and decision-making. An unregistered member is entitled to participate in decisions concerning the mandate of the Trust (including decisions to amend or remove the mandate of



the Trust and hapū withdrawal) provided that person's whakapapa has been verified by the Membership Committee.

## **J. Issues raised during the Mandate Process**

91. A copy of the draft mandate strategy which was first advertised in late 2017, and then voted on by the claimant community of Mōkai Pātea Nui Tōnu in 2019, is attached as **Appendix L**.

92. The Trust has taken into account feedback from the mandating process. This section discusses issues which arose, and explains how this draft deed of mandate addresses those issues.

*Some prefer to wait for the Waitangi Tribunal report to be issued*

93. The Trust acknowledges that there are some within the claimant community who prefer to continue with Waitangi Tribunal hearings rather than direct negotiations with the Crown.

94. While the Trust acknowledges that the settlement of historical claims will have an impact on the Waitangi Tribunal Wai 2180 inquiry in terms of the Tribunal's jurisdiction, it is unlikely to be prejudicial to claimants.

(a) This draft Deed of Mandate is being considered by the claimant community and the Crown following the conclusion of the hearing of evidence. As at October 2020, all Wai claimants have had the opportunity to be heard in the Wai 2180 Taihape inquiry and the remaining steps in the inquiry are to present legal closing submissions, which were scheduled for early November 2020.

(b) Technical research and evidence has also been undertaken and presented. The Trust considers that it is a timely and prudent use of resources to now move into negotiations of historical claims.

(c) Furthermore, the Tribunal has indicated that it intends to release a priority report on landlocked lands, and there is an opportunity to consider all of the Tribunal directions and reports as part of the negotiations at every point up to the initialing of a deed of settlement.

95. The Trust will continue to keep the Tribunal, Crown Forestry Rental Trust and claimants to the inquiry, informed as to negotiation progress, by way of:

(a) Quarterly written updates, accessible by way of the Trust website;

(b) Regular updates as negotiation milestones are reached; and

(c) The establishment of a Claimant Forum which is open to representatives of individual Wai claims and which will meet as required to receive information concerning the negotiation process and provide feedback as

to how the needs and aspirations of individual claimants can be accommodated within the negotiation process.

*Ngāti Hinemanu and Ngāti Paki*

96. The Trust acknowledges that there is a group who affiliate to Ngāti Hinemanu and Ngāti Paki who have expressed their concern at the Trust's mandating, and negotiation process and structure which they regard as not appropriately reflecting their needs or representing their interests. This group is represented by the Ngāti Hinemanu me Ngāti Paki Heritage Trust, and a Rūnanga established.
97. The Trust:
- (a) Acknowledges the social and political importance of Ngāti Hinemanu as a significant entity within the Mōkai Pātea rohe, both historically and today, and this is recognised through the ability of those of Ngāti Hinemanu decent to affiliate to, and hold hapū representation in, three of the four Iwi Rūnanga (in Te Rūnanga o Ngāti Hauiti, Te Rūnanga o Ngāi Te Ohuake and Te Rūnanga o Whitikaupeka through Ngāi Tautahi);
  - (b) Acknowledges the particular pain and grievance experienced by the descendants of Winiata Te Whaaro, being primarily of Ngāti Paki descent, following the destruction of Pokopoko by the Crown. This is recognised by:
    - (i) the Trust's Pokopoko Redress Strategy to be developed with Ngāti Paki descendants in accordance with Ngāti Paki tikanga, based on the principle that those who have suffered particular grievances from Crown acts or omissions, are entitled to particular and specific remedies; and
    - (ii) the ability of those of Ngāti Paki descent to affiliate to, and hold hapū representation by way of the Ngāti Paki hapū seat on Te Rūnanga o Ngāi Te Ohuake;
  - (c) Acknowledges that there have been claims raised in the Waitangi Tribunal by some who affiliate to Ngāti Hinemanu and Ngāti Paki to forests within the Kawekas and Gwavas. To the extent that the Tribunal reaches findings that hapū hold customary interests in either/both of the Kaweka and/or Gwavas Crown Forest Lands, which have not otherwise been recognised in settlements, then the Trust will negotiate and settle those hapū claims as follows:
    - (i) By developing a specific Kaweka/Gwavas redress strategy in negotiation with those hapū who hold those customary interests in accordance with their tikanga; and
    - (ii) By negotiating and settling those claims to the fullest extent possible including (if warranted) a settlement that is not

constrained by the current 10% which has been set aside by the Crown;

- (iii) By acknowledging that those who have suffered particular grievances from Crown acts or omissions in relation to those claims, are entitled to particular and specific remedies relating back to the rohe in which those lands are located.

98. The Trust advertised the draft mandate strategy in December 2017 on which submissions and feedback was received. As a result, the Trust agreed to enter into a Crown facilitated process with the Ngāti Hinemanu me Ngāti Paki Heritage Trust. The four facilitation hui that occurred through 2018 were conducted on a without prejudice basis to allow the parties to openly discuss options as to how the draft mandate strategy could accommodate and respond to the issues and concerns raised during the submission period by Ngāti Hinemanu me Ngāti Paki Heritage Trust.
99. The Trust also continued to seek opportunities to engage with Ngāti Hinemanu to guide the Trust in ensuring that it was listening and responding to issues being raised. The purpose of the engagement was to ensure that Ngāti Hinemanu is given an opportunity to be directly informed about a representation change that directly affects them, as they participate in the mandate process. Engagement has been occurring with:
- (a) Ngāti Hinemanu whānau, through hui and key messaging on social media and the Trust website, and at Hui-a-Hapū for Ngāti Hinemanu; and
  - (b) Ngāti Hinemanu ki Omahu, by way of consultation and hui.
100. To further recognise and accommodate particular issues raised by those who associate with the Ngāti Hinemanu me Ngāti Paki Heritage Trust, the Trust amended the mandate strategy concerning representation of Ngāti Hinemanu.
101. The Trust has affirmed an amendment to our representation structure in our draft Deed of Mandate to recognise the fact that Ngāti Hinemanu is a populous grouping made up of a range of whānau lines. This analysis has been guided by delegates of Te Rūnanga o Ngāi Te Ohuake, and feedback received from the Ngāti Hinemanu engagement.
102. The Trust considers it appropriate for the four children of Hinemanu to each have a dedicated hapū delegate seat within Te Rūnanga o Ngāi Te Ohuake. The two Figures below show the original hapū structure for Te Rūnanga o Ngāi Te Ohuake and the amended new structure for that Rūnanga based on the children of Hinemanu. This amendment is depicted in the two figures below.

**Figure #1: Te Rūnanga o Ngāi Te Ohuake - original structure with Hinemanu hapū representation**

Te Rūnanga o Ngāi Te Ohuake						
Hapū Seats (x7)						
Hau	Tamakorako	Te Upokoiri	Hinemanu	Honomōkai	Te Ngāruru	Paki

**Figure #2: Te Rūnanga o Ngāi Te Ohuake - new structure with additional Hinemanu hapū seats based on her children's lines**

Te Rūnanga o Ngāi Te Ohuake									
Hapū Seats (x10)									
Hau	Tamakorako	Te Upokoiri	Hinemanu (Te Ngahoa)	Hinemanu (Tukokoki)	Hinemanu (Pakake)	Hinemanu (Tarahe)	Honomōkai	Te Ngāruru	Paki

103. The amended structure was put to the claimant community as part of a series of mandate hui and a postal/online vote. The Trust received significant support from the claimant community for its proposed mandate structure. The Trust continues to engage with those of Ngāti Hinemanu descent on this new structure.
104. Therefore, through the representation structure, those of Ngāti Hinemanu descent are able to directly influence decision-making through three of the four Iwi Rūnanga and through a total of seven hapū seats overall.
105. In addition, the Trust is aware of the establishment of “Te Rūnanga o Ngāti Hinemanu, Ngāti Paki me Ngāti Pouwharekura”. The Trust’s representation structure set out in this document provides for that type of Rūnanga to participate, where the Rūnanga can demonstrate a mandate to represent particular collective groups. As an example, it is possible (and encouraged) for Te Rūnanga o Ngāti Hinemanu, Ngāti Paki me Ngāti Pouwharekura to obtain a mandate from those who affiliate to Ngāti Hinemanu and/or Ngāti Paki to endorse nominees to stand as delegates in their respective hapū seats.

*Inclusion of Marae communities*

106. The history of Mōkai Pātea Nui Tonu, including the suppression by the Crown of tino rangatiratanga and tribal identity led to the disestablishment of customary structures, and a loss of cultural identity through the 20<sup>th</sup> century. Marae within the rohe of Mōkai Pātea Nui Tonu therefore tended to affiliate to larger and recognised iwi such as Tūwharetoa (Moawhango Marae and Opaea Marae), Whānganui (Opaea Marae), Ngāti Kahungunu (Winiata Marae) and Ngāti Apa (Rātā Marae).

107. The Trust recognises that those marae then formed important communities around them, and that the marae participated in the community, including (but not limited to) the leading of education, language revitalisation and health initiatives for Mōkai Pātea Nui Tonu.
108. With the emergence again of customary tribal structures for Mōkai Pātea Nui Tonu in the 1980s and 1990s, marae have been working through a process of learning and reconnection. There are many hapū within the Mōkai Pātea rohe who are not directly associated or represented by existing and operational marae. Therefore, the Trust recognises these challenges and has included specific provision within the draft deed of mandate for the inclusion of marae.
109. This is encapsulated in the Mōkai Pātea Marae Engagement Strategy, which is attached as **Appendix M**.

## **K. Mandate Voting Process**

110. During 2017, a draft mandate strategy was discussed at a series of Hui, and with Iwi Rūnanga delegates. In December 2017, a draft mandate strategy was advertised. Submissions were received in early 2018.
111. During 2018, the draft mandate strategy was also the subject of four facilitation hui with those who associate with the Ngāti Hinemanu me Ngāti Paki Heritage Trust. The draft mandate strategy was amended to reflect the comments and issues arising from the claimant community.
112. At that point the Trust undertook a mandate voting process to allow the claimant community to have a formal opportunity to vote on the mandate strategy. Mandate hui were held at the following locations:

<b>Date</b>	<b>Start Time</b>	<b>Venue</b>
Sat 15 June 2019	10am	Old Taihape Hospital Cafeteria, Hospital Road: <b>Taihape</b>
Sat 15 June 2019	5pm	Kingsgate Hotel, 397 Victoria Avenue: <b>Whanganui</b>
Sun 16 June 2019	1pm	The Porirua Club, Sports Room, 1 Lodge Place, Porirua, <b>Wellington</b>
Fri 21 June 2019	5.30pm	Tokaanu Hotel Conference Room, 525 State Highway 4, Tokaanu, <b>Turangi</b>
Sat 22 June 2019	11am	Taradale Town Hall, Lee Road, Taradale: <b>Hawkes Bay</b>
Sun 23 June 2019	11am	Holiday Inn Auck Airport, 2 Ascot Road, Mangere: <b>Auckland</b>

113. A copy of the mandate hui advertisement included all hui details and the available voting options (online and postal), is attached as **Appendix N**.

114. The mandate voting hui were advertised as follows:
- (a) In local, regional and national newspapers including the Dominion Post, the NZ Herald, the Whanganui Chronicle, the Christchurch Press, Hawkes Bay Today, and the Waikato Times;
  - (b) Through social media platforms including the Trust's website, the Trust's Facebook page, and social media outlets of each of the Iwi Rūnanga constituent entities; and
  - (c) By way of Iwi, rūnanga, hapū, whānau networks, fun-day events, land trust meetings, sports and cultural events.
115. Mandate hui advertisements/pānui were also distributed to Mōkai Pātea members, via the current preferred contact options held for each adult member in the Trust's Members' Register. It is the obligation of those on the membership list to ensure that the Trust is notified of the member's change of contact details.
116. The Trust used Independent Election Services Limited to manage the mandate voting process, including mandate hui, online and postal voting. A copy of the IES report dated August 2019 concerning the voting process is attached as **Appendix O**.
117. The mandate hui included the following agenda items:
- (a) Purpose of the Mandate Hui;
  - (b) Summary of Mōkai Pātea Nui Tonu history and identity, relationship with the Crown and key grievances and Treaty claims;
  - (c) How the hapū of Mōkai Pātea Nui Tonu are represented through the Iwi Rūnanga structure and the Trust;
  - (d) Presentation of the Mandate Resolution and voting process;
  - (e) A question and answer session;
  - (f) Voting: Mandate Resolution (as above); and
  - (g) General update on Trust activities.
118. A copy of the mandate power point presentation is attached as **Appendix P**.
119. At each hui, the Returning Officer from Independent Election Services Limited introduced himself, explained the voting process, and outlined how special votes were to be conducted.
120. The mandate hui were independently scrutinised by representatives from Te Puni Kokiri. The observer notes from each hui are attached as **Appendix Q**.
121. Two days prior to the commencement of the first mandate voting hui, the Trust was asked by the Ngāti Hinemanu me Ngāti Paki Heritage Trust if one of their

representatives could make a presentation at each of the mandate hui. As a gesture of good faith, this request was accommodated, and at each of the mandate hui, their chairperson gave a presentation, including displaying slides onto the powerpoint. This is the reason that the power point presentation includes slides which give a different perspective from that given by the Trust. These slides are at pages 38 to 42 of the power point Appendix P.

122. At each mandate hui, a group from the Ngāti Hinemanu me Ngāti Paki Heritage Trust attended and made themselves heard by way of questions to the Trust.

123. The numbers in attendance at each of the mandate hui were:

<b>Date</b>	<b>Venue</b>	<b>Attendance Sheet</b>	<b>TPK Observer count</b>
15 June 2019	<b>Taihape</b>	102	96
15 June 2019	<b>Whanganui</b>	86	97
16 June 2019	Porirua, <b>Wellington</b>	85	90
21 June 2019	Tokaanu, <b>Turangi</b>	64	80
22 June 2019	Taradale, <b>Hawkes Bay</b>	136	110
23 June 2019	Mangere, <b>Auckland</b>	93	80

124. The following mandate voting resolution was put to all members of the claimant community aged 18 years and over at mandate voting hui and through mandate voting packs sent to those on the Mōkai Pātea Register:

That the Mōkai Pātea Waitangi Claims Trust is mandated to represent the claimant community in negotiations with the Crown for the comprehensive settlement of all of the historical claims of Mōkai Pātea Nui Tonu.

125. The mandate voting resolution was passed by a significant majority of the claimant community as shown in the figure below:

**MÖKAI PĀTEA WAITANGI CLAIMS TRUST  
2019 DECLARATION OF RESULT  
OF MANDATE POLL**

I hereby declare the result of the Mandate Poll held on 8 July 2019.

**RESOLUTION:**

That the Mōkai Pātea Waitangi Claims Trust is mandated to represent the claimant community in negotiations with the Crown for the comprehensive settlement of all of the historical claims of Mōkai Pātea Nui Tonu.

Option	Votes Received
FOR	758
AGAINST	183
<i>(Blank votes 5 )</i>	

2,370 voting papers were issued and 946 votes were cast, this being a 39.92% return.

Of those who cast their vote, 80.13% were in favour of the Mōkai Pātea Waitangi Claims Trust's mandate proposal.

Dated at Auckland, 19 July 2019.

Dale Ofsoske, Returning Officer  
Independent Election Services Ltd  
*for* Mōkai Pātea Waitangi Claims Trust



### *Mandate Voting Rules and Processes*

126. Anyone who had their whakapapa verified by the Membership Committee as a member of the claimant community was entitled to have their vote on the mandate resolution counted regardless of whether or not the voter was registered with the Mōkai Pātea Waitangi Claims Trust.
127. Votes were able to be cast in one of four ways:
- (a) Postal voting using prepaid return envelopes; or
  - (b) Online voting using a unique identifier; or
  - (c) Voting by using ballot boxes at mandate hui.
  - (d) Voting via a special vote for those who had not had their whakapapa verified as at the date of voting, whereby special votes were cast on a special voting form, which required an application for verification and to be processed within 5 working days (process explained below).
128. Voting forms used during the voting process are appended to the Final Report of the returning officer Independent Election Services Limited, at Appendix O.

### *Postal voting and electronic voting*

129. Trust members enrolled on the Trust members database were sent by post and/or email (if an email address was provided) a voting pack containing mandate voting information at the beginning of the voting period. Voters were able to cast their vote online by following the details given them on the voting form they received.



### *Votes Submitted at Mandate Voting Hui*

130. Mandate voting hui attendees were able to submit their votes at mandate voting hui by placing their voting paper in the ballot box provided at each hui. Members of the claimant community who needed to were able to cast a special vote at mandate vote hui, including completing their whakapapa verification form.
131. Crown observers were present at each mandate voting hui.

### *Special Votes*

132. Voters had to complete a special voting form if they:
  - (a) Registered on the Trust members' database during the voting period but before the closing date of voting;
  - (b) Were currently not registered with the Trust, and wished to vote but did not want to register with the Trust;
  - (c) Did not receive their voting pack in the mail; or
  - (d) Did not have the voting paper they had received in the mail and wanted to cast their vote at a mandate voting hui.
133. Where a person had not registered with the Trust before the start of the mandate voting period and wished to register and exercise their vote, they could contact the Independent Returning Officer to say that they wanted to vote. They were then sent a mandate voting pack which included a registration form and a special vote voting form. The special voting papers sent by mail to voters were marked with a provisional number for the applicant for registration. This was their voting identification number. These numbers were distinguishable from the voting identification numbers for registered voters.
134. At mandate voting hui, an allocated person, under the supervision of the Independent Returning Officer would provide these same documents to attendees so they could complete the forms and cast their special vote at the mandate voting hui.
135. Members of the claimant community who did not wish to register with the Trust but wished to vote could contact the Independent Returning Officer (or contact the Trust who would refer the query to the Independent Returning Officer). They were sent a whakapapa verification form and a special voting form which allowed them to elect whether or not they would be registered as a member of the Trust.
136. The Independent Returning Office for Independent Election Services Limited was present at each mandate voting hui to accept special votes and give instructions about casting a special vote to those members of the claimant community.

137. Special votes were not counted unless a registration form or whakapapa verification and a special voting form had been received on or before the last day for receipt of voting papers. Special votes were subject to verification that the voter was aged 18 years and over and fitted within the definition of the claimant community. Verification was carried out by the Mōkai Pātea Membership Committee, being those knowledgeable in the whakapapa of that Mōkai Pātea iwi, as appointed by the Trust.

*Replacement of voting papers*

138. Requests for replacement voting papers were managed by the Independent Returning Officer who sent new voting packs and recorded this on the voting register. Alternatively, an allocated person under the supervision of the Independent Returning Officer was available to provide replacement voting papers at the mandate voting hui. The Independent Returning Officer or the allocated person marked on the replacement voting paper “replacement” so that in the event both papers were submitted, the Independent Returning Officer would know to only count the replacement.
139. The mandate voting results were notified by the Independent Returning Officer in an advertisement in the newspapers, and by way of the Trust’s website, in the wording as set out in **Appendix R**. The date of the advertisement was Saturday 20 July 2019, and the newspapers in which the advertisement was placed are as follows (see page 7 of the Independent Election Services report):
- (a) Christchurch Press
  - (b) Dominion Post
  - (c) Hawkes Bay Today
  - (d) New Zealand Herald
  - (e) Waikato Times
  - (f) Whanganui Chronicle.
140. Following the advertisement of the vote count, complaints were raised by the Ngāti Hinemanu me Ngāti Paki Heritage Trust concerning the voting process. Unfortunately those complaints were not raised with the Trust directly, but were sent to Ministers and Crown officials. The Trust responded fully to each allegation, obtaining confirmation from the Independent Returning Officer as to the integrity of the voting process. A summary of the complaints and the Trust responses is attached as **Appendix S**. On 11 March 2020, the Crown confirmed in writing that “the voting process was robust and the resulting vote was consistent with the number of eligible votes cast.” The Crown confirmation is attached as **Appendix T**.
141. A further round of submissions was called for during May-June 2020. Submissions opened on 16 May 2020 and closed on 15 June 2020. As a result of the Covid-19 pandemic, the Trust supported an extension to the submission period for those who had requested an extension, through to 29 June 2020. A

total of 371 submissions were received, with some submissions being made on behalf of multiple parties. 343 submissions supported the deed, 29 submissions opposed the deed. A change.org petition opposing the deed was also received. The Trust carefully considered the comments and feedback in the submissions and on 15 November 2020, approved some amendments to the deed (particularly in relation to the withdrawal process).

## **L. Dispute Resolution Process / Amendment / Hapū or Iwi Withdrawal**

142. The Trust maintains a transparent and robust dispute resolution process:
- (a) For registration and whakapapa disputes, these will be first referred to those knowledgeable in the whakapapa of that Mōkai Pātea iwi, as appointed by the Trust, and with the assistance of the Trust’s Taumata Tikanga. If resolution is not achieved, the dispute resolution process will be as set out in clause 19 of the Trust Deed;
  - (b) Disputes regarding accountability, appointment of Trustees or appointment of Negotiators will require the dispute to be tabled in writing to the Chair of the Trust, with appropriate supporting information, and the Trust will seek to resolve the dispute, or will within 30 working days appoint a Disputes Committee as per clause 19 of the Deed of Trust; and
  - (c) The Trust will determine whether it is appropriate for the issue(s) to go to a publicly notified hui of the claimant community, or the section of the claimant community most affected by the dispute, and in so doing, will consult in good faith with the disputing party. A hui under this subparagraph should be convened with appropriate consideration for Covid restrictions to enable members of the relevant claimant community to participate effectively, and this can include (1) the distribution of written information by the Trust and the disputing party in advance; (2) allowing attendance by way of remote technology; (3) allowing those who physically attend to table proxy forms; (4) convening more than one hui where required due to social distancing or limitations on numbers attending.
143. It is intended that this dispute resolution process is the first step in addressing issues of concern, but the Trust acknowledges that a formal process is also necessary in circumstances where members of the claimant community want to remove the mandate of the Trust, or to withdraw a section of the claimant community from the mandate (“the objecting party”). Given that the removal of mandate, or withdrawal of hapū/iwi from the mandate, would have significant impacts on the claimant community as a whole, there are thresholds of support and a specific resolution process which are included in the process below.
- (a) This process is not limited to registered members of the Trust, but is also available to members of the claimant community who have had their

whakapapa to the claimant community verified by the Membership Committee.

- (b) This withdrawal process is available to be initiated by the objecting party from the date that the final form of the deed of mandate is provided by the Trust to Crown officials.
- (c) This withdrawal process will also apply to any hapū which seeks to re-enter the mandate following a withdrawal.

*Amending or removal of mandate and hapū or iwi withdrawal*

- 144. Seeking to remove the mandate of the Trust: In the case where an objecting party seeks to amend or remove the mandate of the Trust (whether raised by individuals or a hapū/iwi grouping), then a written notice from the objecting party must be addressed to the chairperson of the Trust, signed by at least 200 persons who are verified members of the claimant community, and which identifies the concerns of the objecting party.
- 145. Seeking to withdraw from the mandate: In the case where an objecting party seeks to withdraw a hapū or Iwi from the mandate, then a written notice from the objecting party must be addressed to the chairperson of the Trust, signed by at least 50 persons who are verified members of the relevant hapū or Iwi, which clearly identifies the hapū or Iwi to be withdrawn, the Wai claim numbers to be withdrawn (where relevant), and provides evidence of the support from the named Wai claimants, and the concerns of the objecting party.
- 146. In the case of either notice under clause 144 and 145 above, if the signatories are not already on the Mōkai Pātea register (either as members or having had their whakapapa verified by the Membership Committee), then the notice shall provide sufficient whakapapa evidence to enable the Membership Committee to verify that the signatories are members of the claimant community. In any case where the Membership Committee has declined verification, the Membership Committee shall provide the reasons for their decision to two persons nominated in writing by the objecting party who are knowledgeable in the whakapapa of the hapū identified in the withdrawal notice, and those nominees shall have a reasonable opportunity to scrutinise and provide additional information to the Membership Committee before the Membership Committee confirms its final decision. The Membership Committee will provide its final decision and reasons to those nominees.
- 147. Upon receipt of a written notice which complies with clauses 144 or 145, the Trust shall provide a copy to the Crown (through the Office for Māori Crown Relations–Te Arawhiti), and shall initiate its dispute resolution process described in clause 142(c) above, and provide a report to the Crown as the result of that process. If the dispute is still unresolved, then:
  - (a) an objecting party seeking to amend or withdraw the mandate shall call at least six publicly notified hui; or

- (b) an objecting party seeking to exercise hapū or iwi withdrawal shall call at least two publicly notified hui.
148. The hui referred to in clause 147 will comply with similar notification requirements consistent with the mandate strategy for mandate hui, namely:
- (a) The primary responsibility for obtaining funding for the hui shall lie with the objecting party, subject to any decision by other parties to contribute to costs;
  - (b) The objecting party shall publicly notify the hui at least three weeks in advance, and distribute the hui information referred to in subclause (c) to the Mōkai Pātea Nui Tonu claimant community (in the case of amendment or removal of the mandate) or to the verified members of the relevant hapū or Iwi (in the case of a hapū or Iwi withdrawal proposal), at their last known contact details. Hui will be convened with appropriate consideration for Covid restrictions to enable members of the relevant claimant community to participate effectively, and this can include (1) the distribution of written information by the Trust and the objecting party in advance; (2) allowing attendance by way of remote technology; (3) allowing those who physically attend to table proxy forms; (4) convening more hui where required due to social distancing or limitations on numbers attending.
  - (c) The hui information is to include:
    - (i) the agenda of the hui including any proposed resolution;
    - (ii) a summary of the concerns raised, and an assessment of the likely impact and consequences of the removal or withdrawal;
    - (iii) the basis of support for the objecting party;
    - (iv) a statement and/or presentation from the Trust giving its perspective on the concerns raised;
    - (v) a written statement from the Crown identifying any (and all) consequences that withdrawal might have on the progression of the particular claims of the objecting party in light of any current Crown policies including the likelihood of the Crown recognising the objecting party as an LNG if it withdraws, and its view of the potential implications the withdrawal would have for settlement negotiations;
  - (d) The objecting party shall extend an invitation to Te Puni Kōkiri to attend their hui as an independent observer;
  - (e) Voting on a resolution to amend or remove the Trust's mandate, or to exercise hapū or iwi withdrawal, will be open to those who are registered and unregistered members of the claimant community (aged 18 years and over). For those who are unregistered members, the right to vote will be determined if their whakapapa has been duly verified by the Mōkai Pātea

Membership Committee. In any case where the Membership Committee has declined verification, the Membership Committee shall provide the reasons for their decision to two persons nominated in writing by the objecting party who are knowledgeable in the whakapapa of the hapū identified in the withdrawal notice, and those nominees shall have a reasonable opportunity to scrutinise and provide additional information to the Membership Committee before the Membership Committee confirms its final decision. The Membership Committee will provide its final decision and reasons to those nominees.

- (f) Voting shall be conducted in a manner as consistent as practicable with the process as set out in this deed of mandate including the requirement for an independent returning officer, postal/electronic voting, voting at hui, and the provision for special votes;
- (g) A 75% majority is required to vote in favour of a process to initiate an amendment to, or removal of, the Trust mandate or to approve hapū or iwi withdrawal;
- (h) The result of the vote to be publicly notified within ten working days of the vote being declared;
- (i) Within 20 working days of the vote being declared, the objecting party shall prepare a written report on the outcome of the hui and the voting and submit that report to the Trust, and to the Office for Māori Crown Relations – Te Arawhiti and Te Puni Kōkiri.
- (j) The Trust shall then provide a written response to the objecting party's report, and provide this to the objecting party, Te Arawhiti, and Te Puni Kōkiri. The Crown will review the reports against the requirements for withdrawal and Crown Treaty settlement policy and provide a timely Crown response to the parties, informing the Trust and the objecting party of what the outcome of the withdrawal/amendment process means for the Crown's recognition of the Trust's mandate;
- (k) If the 75% threshold is not reached, but the objecting party continues to raise concerns, then the Trust shall consult with the Office for Māori Crown Relations – Te Arawhiti and Te Puni Kōkiri as to next steps.

## **M. List of Appendices.**

- A.** Whakapapa depicting main lines of Mōkai Pātea Nui Tonu
- B.** Traditional Rohe of Ngāi Te Ohuake
- C.** Traditional Rohe of Ngāti Hauiti
- D.** Traditional Rohe of Ngāti Whitikaupeka
- E.** Traditional Rohe of Ngāti Tamakōpiri
- F.** Mōkai Pātea Nui Tonu Area of Interest
- G.** Chart of Iwi Rūnanga and their respective hapū
- H.** Mōkai Pātea Waitangi Claims Trust Deed of Trust
- H1.** List of current Rūnanga delegates after Phase 1 elections
- I.** List of Trust engagement hui
- J.** Trust Communication Strategy
- K.** Registration Form and whakapapa verification form
- L.** Draft Mandate Strategy - 2019
- M.** Marae Engagement Strategy
- N.** Mandate Hui Advertisement
- O.** Final Report from Returning Officer, Independent Election Services Limited
- P.** Powerpoint Presentation made to each Mandate Hui
- Q.** Observer Notes from Te Puni Kokiri for each mandate hui
- R.** Notification of Mandate Vote Results
- S.** Summary of Voting Complaint and Trust response
- T.** Crown letter of 11 March 2020 in response to Voting Complaints