

**TE RŌPŪ O TŪHORONUKU INDEPENDENT MANDATED  
AUTHORITY**

**and**

**THE CROWN**

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**TERMS OF NEGOTIATION**

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**May 2015**

# TERMS OF NEGOTIATION BETWEEN TE RŌPŪ O TŪHORONUKU INDEPENDENT MANDATED AUTHORITY AND THE CROWN

## 1. Parties to these Terms of Negotiation

- 1.1 The parties to this document, known as the Terms of Negotiation, are the Crown, as defined in clause 8.1, and Te Rōpū o Tūhoronuku Independent Mandated Authority (**Tūhoronuku IMA**), on behalf of Ngāpuhi, as defined in clauses 5.1 and 6.1.

## 2. Purpose of these Terms of Negotiation

- 2.1 These Terms of Negotiation:

- 2.1.1 set out the scope, objectives, general procedures and “ground rules” for the formal discussions the parties will conduct in order to settle the Ngāpuhi Historical Claims (as defined in clause 7.1);
- 2.1.2 record the intentions of the parties regarding the negotiations process, including the intention to negotiate in good faith, confidentially and without prejudice; and
- 2.1.3 are not legally binding and do not create a legal relationship. However, the parties acknowledge that each expects the other to comply with the terms set out in this document during negotiations.

## 3. Guiding Principles

- 3.1 The parties agree to the following guiding principles for the negotiation of Ngāpuhi Historical Claims:
- 3.1.1 *Whakapono*: the negotiations will be conducted in good faith and in the spirit of co-operation and trust;
- 3.1.2 *Rangatiratanga*: the parties will respect each other’s autonomy;
- 3.1.3 *Whakatatūtanga*: the parties will commit to a constructive relationship which enables the parties to work together to achieve the best outcomes;
- 3.1.4 *Utu*: the parties will commit to the principle of reciprocity and to the restoration of balance and harmony in the relationship between Ngāpuhi and the Crown;
- 3.1.5 *Manaakitanga*: the parties will respect each other’s accountability and the responsibilities owed to constituent groups;
- 3.1.6 *Whakamāramatanga*: the parties will commit to open and transparent decision-making processes and will keep each other informed of matters relating to the subject of the negotiations;

3.1.7 *Ōritetanga*: both parties are equally responsible for ensuring negotiations are conducted in accordance with these guiding principles.

3.2 Tūhoronuku IMA confirms and the Crown acknowledges that Ngāpuhi tikanga shall guide Tūhoronuku IMA in its interpretation of the guiding principles in clause 3.1 above.

#### 4. Objectives of the Negotiations

4.1 The parties agree that the primary objective of the negotiations will be to negotiate in good faith a settlement of the Ngāpuhi Historical Claims that:

4.1.1 is comprehensive, final, durable and fair in the circumstances;

4.1.2 will not:

(a) diminish or in any way affect any rights that Ngāpuhi have arising from Te Tiriti o Waitangi / The Treaty of Waitangi and its principles, except to the extent that historical claims arising from those rights are settled; or

(b) extinguish or limit any aboriginal or customary rights that Ngāpuhi may have;

4.1.3 recognises the nature, extent and injustice of breaches of the Crown's obligations to Ngāpuhi under Te Tiriti o Waitangi / The Treaty of Waitangi and its principles, and where appropriate, acknowledges the effect that these breaches have had on the economic, social, cultural and political well-being of Ngāpuhi;

4.1.4 will provide a platform to assist Ngāpuhi to develop their economic base. In addition, the Crown acknowledges that Ngāpuhi view the settlement as a means of enhancing their social, cultural and political development;

4.1.5 will enhance the ongoing relationship between the parties (both in terms of Te Tiriti o Waitangi / The Treaty of Waitangi and otherwise);

4.1.6 will restore the honour of the Crown; and

4.1.7 demonstrates and records that both parties have acted honourably and reasonably in negotiating the settlement.

4.2 The parties acknowledge:

4.2.1 that there are differences in meaning between the English and Maori texts of Te Tiriti o Waitangi / The Treaty of Waitangi;

4.2.2 the significance and meaning Ngāpuhi place on He Whakaputanga and Te Tiriti o Waitangi / The Treaty of Waitangi;

4.2.3 Ngāpuhi:

- (a) say that it signed Te Tiriti o Waitangi and regards it as the binding document;
- (b) holds the view that sovereignty was not ceded under Te Tiriti o Waitangi / The Treaty of Waitangi; and
- (c) does not intend for any sovereignty to be ceded through these settlement negotiations;

4.2.4 the Crown does not accept the views recorded in clause 4.2.3(a) and (b) and enters into these negotiations on the basis that it holds sovereignty.

4.3 In addition, the Crown:

4.3.1 acknowledges that Tūhoronuku IMA views the settlement as a means of removing the sense of grievance and restoring Ngāpuhi faith and trust in the Crown; and

4.3.2 confirms that the settlement is not intended to affect any decision, proposal or report of Te Ohu Kaimoana either under the Māori Fisheries Act 2004 or in respect of the “fisheries” deed dated 23 September 1992.

## 5. Definition of Tūhoronuku IMA

5.1 Tūhoronuku IMA is the representative body mandated by Ngāpuhi (as defined in clause 6.1) comprising of trustee representatives elected in accordance with Tūhoronuku IMA’s Deed of Mandate dated 31 March 2012 (and including the Addendum dated 23 June 2013).

## 6. Definition of Ngāpuhi

6.1 “Ngāpuhi” has the meaning set out in clauses 1 and 2 of Appendix 1.

6.2 The following map shows Te Whare Tapu o Ngāpuhi and the area of interest of Ngāpuhi-Nui-Tonu which spans from Cape Reinga to the Bombay Hills.



**7. Ngāpuhi Historical Claims**

7.1 “Ngāpuhi Historical Claims” has the meaning set out in clauses 3 – 5 of Appendix 1.

**8. Definition of the Crown**

8.1 The Crown:

8.1.1 means Her Majesty the Queen in right of New Zealand; and

8.1.2 includes all Ministers of the Crown and all government departments; but

8.1.3 does not include:

- (a) an Office of Parliament;
- (b) a Crown entity; or
- (c) a State Enterprise named in the First Schedule to the State-Owned Enterprises Act 1986.

**9. Mandate to Negotiate**

9.1 Tūhoronuku IMA’s Deed of Mandate to represent Ngāpuhi in negotiations with the Crown for the settlement of Historical Claims is attached as Appendix 2. The Crown’s letter recognising Tūhoronuku IMA’s Deed of Mandate to represent Ngāpuhi (subject to certain conditions) is attached as Appendix 3.

- 9.2 If representation issues arise during negotiations that cannot be resolved by agreement within Ngāpuhi, the Crown will discuss with Tūhoronuku IMA a process to address those issues.
- 9.3 Tūhoronuku IMA agrees to provide the Office of Treaty Settlements with reports on the state of the mandate every three months, and the Crown agrees to advise Tūhoronuku IMA of any objections to the Tūhoronuku mandate and any correspondence it receives about the mandate of Tūhoronuku IMA.

## **10. Subject Matter for Negotiation**

- 10.1 The parties will together agree upon subject matters to be negotiated. Any party may raise for discussion subject matters in addition to those agreed upon.
- 10.2 The list of subject matters to be discussed will include the following categories of redress:
- 10.2.1 the Crown's apology and acknowledgements;
  - 10.2.2 cultural redress; and
  - 10.2.3 financial and commercial redress.
- 10.3 The subject matters to be discussed will include:
- 10.3.1 natural resources (including waterways, minerals, springs and harbours);
  - 10.3.2 the relationship of Ngāpuhi with other taonga; and
  - 10.3.3 landbanking.
- 10.4 Tūhoronuku IMA records that it would like to discuss in the negotiation process the past, present and future relationship between Ngāpuhi and the Crown, including in relation to issues of sovereignty, manaakitanga, utu and rangatiratanga, as well as any constitutional implications of He Whakaputanga and Te Tiriti o Waitangi / The Treaty of Waitangi. It acknowledges that the parties will have a different perspective on these issues.
- 10.5 Notwithstanding the identification of certain matters, Tūhoronuku IMA will continue to work with hapū and regions to identify specific matters of concern to be included in the negotiations.
- 10.6 The parties acknowledge that reports of the Waitangi Tribunal arising out of the Te Paparahi o Te Raki Inquiry may contain discussion of issues that may be relevant to the subject matters to be negotiated.

## 11. Process of Negotiations

- 11.1 The parties agree that the general process of negotiations will include, but not necessarily be limited to:

### Agreement in Principle

- 11.1.1 the signing of an Agreement in Principle which will outline the scope and nature, in principle, of the settlement redress which will be recorded in the Deed of Settlement;

### Initialed Deed of Settlement

- 11.1.2 the initialling of a Deed of Settlement by the parties. The Deed of Settlement will set out the terms and conditions of the settlement of the historical claims of Ngāpuhi;

### Development of Governance Arrangements

- 11.1.3 the development of appropriate governance arrangements to represent Ngāpuhi, and to receive and manage the settlement redress, which may include one or more entities and/or devolution of redress;

### Ratification

- 11.1.4 the presentation by Tūhoronuku IMA of the initialed Deed of Settlement to Ngāpuhi for ratification in a manner to be agreed by the parties. An appropriate governance entity structure will also be presented to Ngāpuhi for ratification in a manner to be agreed by the parties;

### Deed of Settlement Signed if Ratified

- 11.1.5 if the Deed of Settlement is ratified, Tūhoronuku IMA will sign the Deed of Settlement on behalf of Ngāpuhi and a Crown representative will sign on behalf of the Crown;

### Establishment of Governance Arrangements

- 11.1.6 the establishment of the approved governance arrangements. This will only occur if Ngāpuhi ratify the proposed governance arrangements to represent Ngāpuhi, and to receive and manage the settlement redress; and

### Settlement Legislation

- 11.1.7 the passage of settlement legislation. The settlement of the historical claims of Ngāpuhi will come into effect once the settlement legislation receives the Royal Assent.

## **12. What the Settlement of the Historical Claims of Ngāpuhi will enable**

12.1 The parties agree that the settlement of all Ngāpuhi Historical Claims will enable the:

12.1.1 final settlement of all Ngāpuhi Historical Claims, and the release and discharge of all of the Crown's obligations and liabilities in respect of those claims;

12.1.2 discontinuance of the Office of Treaty Settlements landbank arrangement for the protection of potential settlement properties for the benefit of Ngāpuhi;

12.1.3 removal, for the benefit of Ngāpuhi, of any resumptive memorials from the titles of land subject to the State Owned Enterprises Act 1986, the Railways Corporation Restructuring Act 1990, the Crown Forest Assets Act 1989 and the Education Act 1989 and for statutory protection for claims against the Crown to be removed; and

12.1.4 discontinuance of any proceedings and removal of the jurisdiction of the courts, the Waitangi Tribunal and any other judicial body or tribunal in respect of Ngāpuhi Historical Claims, the Deed of Settlement, the redress provided or settlement legislation (but not for the removal of such jurisdiction in respect of the implementation or interpretation of terms in any Deed of Settlement or any settlement legislation).

12.2 Notwithstanding clause 12.1, the parties acknowledge that the Wai 1040 Te Paparahi o Te Raki Inquiry process will continue and that:

12.2.1 the jurisdiction of the Waitangi Tribunal will be maintained for the purpose of hearing claims currently before it, issuing reports and making any non-binding recommendations regarding the Wai 1040 Te Paparahi o Te Raki Inquiry; and

12.2.2 the settlement negotiations will proceed in parallel and the parties will consider the development of stages and the shape of the settlement process as negotiations progress.

12.3 The parties note their different perspectives on some issues may mean that they are unable to reach resolution on all matters. In any such case, the parties will discuss how these matters are recorded in the settlement.

## **13. Communication and Negotiation Plans**

13.1 The parties will each ensure regular and appropriate internal consultation procedures throughout the negotiations, taking into account the need to keep the claimant community informed, but also the need for confidentiality regarding third parties.

13.2 Pursuant to the Crown's conditions on the recognition of Tūhoronuku IMA's mandate, Tūhoronuku IMA has developed detailed communication and



negotiation plans which are specified in “Te Pae Herenga / Engagement Plan” and attached as Appendix 4. This shall be implemented by Tūhoronuku IMA in order to keep the claimant community informed, engaged and involved in the negotiations.

#### **14. Overlapping Claims**

- 14.1 The parties agree that overlapping claim issues over redress assets will need to be addressed to the satisfaction of the Crown before a Deed of Settlement can be concluded. The parties also agree that certain items of redress provided to Tūhoronuku IMA as part of the Deed of Settlement may need to reflect the importance of an area or feature to other claimant groups.
- 14.2 Tūhoronuku IMA will discuss interests of Ngāpuhi with overlapping claimant groups at an early stage in the negotiation process and establish a process by which they can reach agreement on how such interests can be addressed.
- 14.3 The Crown may assist Tūhoronuku IMA as it considers appropriate and will carry out its own consultation with overlapping claimant groups.

#### **15. Overlapping Negotiations**

- 15.1 Where the Crown is engaged in negotiations for the settlement of historic claims with claimant groups whose rohe includes part of the Ngāpuhi area of interest, the Crown will regularly update Tūhoronuku IMA on the progress of those negotiations (without disclosing any confidential information).
- 15.2 Where the Crown becomes aware that the mandated representative of another claimant group has expressed an interest in potential settlement assets, or other settlement redress, in which Tūhoronuku IMA has also expressed an interest then the Crown, prior to offering the particular redress item or asset for inclusion in a settlement, will:
- (a) notify Tūhoronuku IMA of the shared interest; and,
  - (b) facilitate a discussion between the relevant mandated representatives in order to resolve, at an early stage, any potential conflicts between claimant groups regarding the potential redress.

#### **16. Not Bound until Deed of Settlement**

- 16.1 The parties acknowledge that this document does not bind either party to reach a settlement and that any agreement reached in negotiation discussions is confidential, without prejudice and will not be binding until embodied in a signed Deed of Settlement and settlement legislation.

#### **17. Governance Arrangements for Settlement Assets**

- 17.1 Tūhoronuku IMA will engage with Ngāpuhi on post settlement governance entity options at the agreement in principle stage.

17.2 The parties agree that, before settlement legislation can be introduced, governance arrangements will need to be in place that meets the Crown's Post Settlement Governance Entity requirements.

## **18. Claimant Funding**

18.1 The parties acknowledge that the Crown will make a contribution to the negotiation costs of Ngāpuhi. This contribution will be paid in instalments for the achievement of specified milestones in the negotiation process.

18.2 Tūhoronuku IMA will adhere to the Office of Treaty Settlements' claimant funding policy guidelines. In particular, before each instalment of claimant funding is approved, Tūhoronuku IMA will provide the Crown with invoices that demonstrate that the previous instalment of claimant funding was applied to negotiation expenses.

18.3 Tūhoronuku IMA will also provide the Crown with independently audited accounts for the claimant funding that it receives from the Crown, certifying that the funding has been spent on the negotiations.

## **19. Waiver of Other Avenues of Redress**

19.1 During these negotiations, Tūhoronuku IMA, on behalf of Ngāpuhi, agrees neither to initiate nor to pursue any legal proceedings relating to the subject matter of the negotiations except for those claims currently before the Waitangi Tribunal and heard as part of the Wai 1040 Te Paparahi o Te Raki Inquiry. For the avoidance of doubt, this clause does not limit Tūhoronuku IMA's ability to participate in proceedings in relation to its representative capacity.

## **20. Procedural Matters**

20.1 The parties agree that:

20.1.1 negotiations will be on a "without prejudice" basis and will be conducted in good faith and in a spirit of open co-operation;

20.1.2 negotiations will be conducted in private and will remain confidential unless agreed otherwise (such as when consultation with third parties is necessary) or when the Crown is required to release information under the Official Information Act 1982;

20.1.3 either party may withdraw from negotiations if the negotiations become untenable;

20.1.4 consistent with the obligations of good faith negotiations, if the Office of Treaty Settlements becomes aware of changes in the legal control, or ownership of, or the granting of long term interests in, land of the Crown in which Ngāpuhi claims an interest, the Office of Treaty Settlements will inform Tūhoronuku IMA of the proposal where possible;

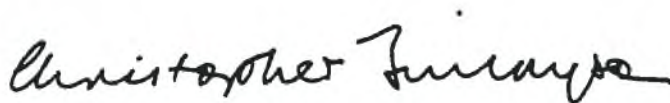
- 20.1.5 early in the negotiation process both parties will discuss Ngāpuhi's redress interests and the Crown's policies in respect of those interests. Based on these discussions the Office of Treaty Settlements will also provide information on relevant Crown assets potentially available for redress, including possible transfer, in a settlement;
- 20.1.6 media statements concerning any confidential matters relating to the negotiations will only be made when mutually agreed by both parties;
- 20.1.7 the location of meetings will be suitable and convenient to both parties; and
- 20.1.8 the Crown and Tūhoronuku IMA recognise the importance of using Te Reo Māori in the negotiations, where appropriate. Tūhoronuku IMA will provide the Crown with adequate notice should a translator be required.

## 21. Amendments

- 21.1 The parties acknowledge that it may be necessary to amend these Terms of Negotiation from time to time and agree that all amendments must be approved by both parties and recorded in writing.

Signed this 20<sup>th</sup> day of May 2015

For and on behalf of the Crown:



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Hon Christopher Finlayson  
Minister for Treaty of Waitangi Negotiations

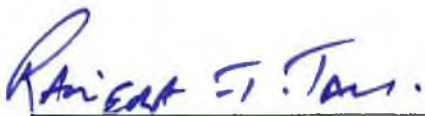
**SIGNED by Te Rōpū o Tūhoronuku  
Independent Mandated Authority** by affixing its  
common seal in the presence of:



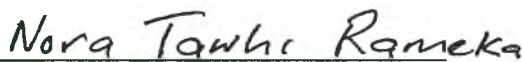
Signature of Trustee on  
behalf of Te Rōpū o  
Tūhoronuku Independent  
Mandated Authority



Signature of Trustee on  
behalf of Te Rōpū o  
Tūhoronuku Independent  
Mandated Authority



Name of Trustee



Name of Trustee



John Klaricich



## Appendix 1: Definition of Ngāpuhi and Ngāpuhi Historical Claims

### NGĀPUHI

1. In these Terms of Negotiation **Ngāpuhi** means –

- 1.1. the collective group composed of individuals who descend from a tupuna of Ngāpuhi; and
- 1.2. every whānau, hapū, or group to the extent that it is composed of individuals referred to in clause 1.1, including the following groups:

- 1) Kai Tangata;
- 2) Kaitore;
- 3) Kohututaka;
- 4) Matarahurahu;
- 5) Ngā Uri o Te Pona;
- 6) Ngāi Tai;
- 7) Ngāi Tāwake;
- 8) Ngāi Tū Pango;
- 9) Ngai Tūpoto;
- 10) Ngāi Tūteauru;
- 11) Ngāre Raumati;
- 12) Ngāti Haiti;
- 13) Ngāti Hao;
- 14) Ngāti Hau;
- 15) Ngāti Hine;
- 16) Ngāti Hineira;
- 17) Ngāti Hinemutu;
- 18) Ngāti Horahia;

- 19) Ngāti Hua;
- 20) Ngāti Hurihanga;
- 21) Ngāti Kaharau;
- 22) Ngāti Kahu o Torongare;
- 23) Ngāti Kahuiti;
- 24) Ngāti Kairewa;
- 25) Ngāti Kawa;
- 26) Ngāti Kāwau;
- 27) Ngāti Kawhiti;
- 28) Ngāti Kerewheti;
- 29) Ngāti Kiriahi;
- 30) Ngāti Kohu;
- 31) Ngāti Kōpaki;
- 32) Ngāti Korohue;
- 33) Ngāti Korokoro;
- 34) Ngāti Kura;
- 35) Ngāti Kuta;
- 36) Ngāti Māhia;
- 37) Ngāti Manu;
- 38) Ngāti Mau;
- 39) Ngāti Miro;
- 40) Ngāti Miru;
- 41) Ngāti Moe;



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- 42) Ngāti Moerewa;
- 43) Ngāti Mokokohi;
- 44) Ngāti Ngāherehere;
- 45) Ngāti Pākahi;
- 46) Ngāti Pākau;
- 47) Ngāti Pare;
- 48) Ngāti Parenga;
- 49) Ngāti Patutaratara;
- 50) Ngāti Pongia;
- 51) Ngāti Pou;
- 52) Ngāti Rāhiri;
- 53) Ngāti Rahuwhakairi;
- 54) Ngāti Rangī;
- 55) Ngāti Rangihana;
- 56) Ngāti Rauwawe;
- 57) Ngāti Rēhia;
- 58) Ngāti Ruamahue;
- 59) Ngāti Taka;
- 60) Ngāti Tautahi;
- 61) Ngāti Te Ara;
- 62) Ngāti Te Rino;
- 63) Ngāti Te Tārawa;
- 64) Ngāti Tipa;



- 65) Ngāti Toki;
- 66) Ngāti Torehina;
- 67) Ngāti Toro;
- 68) Ngāti Tū;
- 69) Ngāti Tuapango;
- 70) Ngāti Ueoneone;
- 71) Ngāti Uru;
- 72) Ngāti Whakaeke;
- 73) Ngāti Whakahotu;
- 74) Ngāti Whakamaunga;
- 75) Ngāti Whārara;
- 76) Patuharakeke;
- 77) Patukeha;
- 78) Te Aeto;
- 79) Te Hikutu;
- 80) Te Honihoni;
- 81) Te Ihutai;
- 82) Te Kapotai;
- 83) Te Kumutu;
- 84) Te Māhurehure;
- 85) Te Ngahengahe;
- 86) Te Ngare Hauata;
- 87) Te Orewai;



- 88) Te Parawhau;
- 89) Te Pōpoto;
- 90) Te Pōtai;
- 91) Te Pouka;
- 92) Te Rauwera;
- 93) Te Tahawai;
- 94) Te Takoto Kē;
- 95) Te Uri Kai Whare;
- 96) Te Uri Karaka;
- 97) Te Uri Māhoe;
- 98) Te Uri o Hua;
- 99) Te Uri O Ratakitaki/Te Uri Rata;
- 100) Te Uri o Te Aho;
- 101) Te Uri Ongongo;
- 102) Te Uri Taniwha;
- 103) Te Uriroroi;
- 104) Te Wahineiti;
- 105) Te Waiāriki;
- 106) Te Whānau Whero;
- 107) Te Whiu;
- 108) Tekau I Mua;
- 109) Whānau Pani;
- 110) Whānautara;



111) historic/dormant hapū of Ngāpuhi (in addition to those included in this clause 1.2);

1.3 every individual referred to in clause 1.1.

2. For the purposes of clause 1.1 –

2.1. a person is **descended** from another person if the first person is descended from the other by -

(a) birth; or

(b) legal adoption; or

(c) whāngai (Māori customary adoption) in accordance with Ngāpuhi (customary values and practices); and

2.2. **tupuna of Ngāpuhi** means an individual who –

(a) exercised customary rights by virtue of being descended from –

i. Rāhiri; or

ii. a recognised ancestor of any of the groups listed in clause 1.2; and

(b) exercised the customary rights referred to in clause 2.3(a) predominantly in relation to the area of interest described as Te Whare Tapu o Ngāpuhi after 6 February 1840; and

2.3 **customary rights** means rights according to tikanga Māori (Māori customary values and practices), including -

(a) rights to occupy land; and

(b) rights in relation to the use of land or other natural or physical resources.

## NGĀPUHI HISTORICAL CLAIMS

3. In these Terms of Negotiation, **Ngāpuhi Historical Claims** -

3.1 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 Ngāpuhi, or a representative entity, 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 -
  - i. from Te Tiriti o Waitangi/the Treaty of Waitangi or its principles; or
  - ii. under legislation; or
  - iii. at common law, including aboriginal title or customary law; or
  - iv. from fiduciary duty; or
  - v. otherwise; and
- (b) arises from acts or omissions before 21 September 1992 -
  - i. by, or on behalf of, the Crown; or
  - ii. by or under legislation; and

3.2 includes every claim to the Waitangi Tribunal to which clause 3.1 applies that relates exclusively to Ngāpuhi or a representative entity, including the following claims:

- 1) Wai 24;
- 2) Wai 49;
- 3) Wai 53;
- 4) Wai 68;
- 5) Wai 76;
- 6) Wai 109;
- 7) Wai 111;
- 8) Wai 120;
- 9) Wai 123;
- 10) Wai 149;
- 11) Wai 234;
- 12) Wai 242;
- 13) Wai 246;



- 14) Wai 251;
- 15) Wai 291;
- 16) Wai 302;
- 17) Wai 304;
- 18) Wai 326;
- 19) Wai 327;
- 20) Wai 352;
- 21) Wai 354;
- 22) Wai 371;
- 23) Wai 375;
- 24) Wai 421;
- 25) Wai 435;
- 26) Wai 455
- 27) Wai 466;
- 28) Wai 468;
- 29) Wai 479;
- 30) Wai 492;
- 31) Wai 510;
- 32) Wai 513;
- 33) Wai 520;
- 34) Wai 523;
- 35) Wai 528;
- 36) Wai 541;

- 37) Wai 549;
- 38) Wai 565;
- 39) Wai 568;
- 40) Wai 573;
- 41) Wai 591;
- 42) Wai 593;
- 43) Wai 605;
- 44) Wai 606;
- 45) Wai 642;
- 46) Wai 654;
- 47) Wai 682;
- 48) Wai 700;
- 49) Wai 752;
- 50) Wai 774;
- 51) Wai 779;
- 52) Wai 820;
- 53) Wai 824;
- 54) Wai 862;
- 55) Wai 869;
- 56) Wai 879;
- 57) Wai 902;
- 58) Wai 919;
- 59) Wai 932;



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- 60) Wai 966;
- 61) Wai 990;
- 62) Wai 1055;
- 63) Wai 1060;
- 64) Wai 1129;
- 65) Wai 1131;
- 66) Wai 1140;
- 67) Wai 1151;
- 68) Wai 1152;
- 69) Wai 1153;
- 70) Wai 1154;
- 71) Wai 1155;
- 72) Wai 1156;
- 73) Wai 1157;
- 74) Wai 1158;
- 75) Wai 1159;
- 76) Wai 1160;
- 77) Wai 1161;
- 78) Wai 1162;
- 79) Wai 1163;
- 80) Wai 1164;
- 81) Wai 1165;
- 82) Wai 1166;



- 83) Wai 1167;
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- 91) Wai 1312;
- 92) Wai 1313;
- 93) Wai 1314;
- 94) Wai 1333;
- 95) Wai 1341;
- 96) Wai 1347;
- 97) Wai 1354;
- 98) Wai 1380;
- 99) Wai 1383;
- 100) Wai 1400;
- 101) Wai 1402;
- 102) Wai 1426;
- 103) Wai 1427;
- 104) Wai 1431;
- 105) Wai 1440;



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- 106) Wai 1449;
- 107) Wai 1464;
- 108) Wai 1465;
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- 114) Wai 1484;
- 115) Wai 1485;
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- 120) Wai 1512;
- 121) Wai 1514;
- 122) Wai 1515;
- 123) Wai 1517;
- 124) Wai 1518;
- 125) Wai 1520;
- 126) Wai 1521;
- 127) Wai 1522;
- 128) Wai 1524;



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- 129) Wai 1526;
- 130) Wai 1527;
- 131) Wai 1532;
- 132) Wai 1533;
- 133) Wai 1535;
- 134) Wai 1536;
- 135) Wai 1537;
- 136) Wai 1538;
- 137) Wai 1540;
- 138) Wai 1541;
- 139) Wai 1542;
- 140) Wai 1543;
- 141) Wai 1544;
- 142) Wai 1546;
- 143) Wai 1547;
- 144) Wai 1548;
- 145) Wai 1549;
- 146) Wai 1550;
- 147) Wai 1551;
- 148) Wai 1582;
- 149) Wai 1664;
- 150) Wai 1665;
- 151) Wai 1666;



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- 152) Wai 1673;
- 153) Wai 1674;
- 154) Wai 1675;
- 155) Wai 1676;
- 156) Wai 1678;
- 157) Wai 1679;
- 158) Wai 1680;
- 159) Wai 1681;
- 160) Wai 1687;
- 161) Wai 1688;
- 162) Wai 1689;
- 163) Wai 1709;
- 164) Wai 1710;
- 165) Wai 1712;
- 166) Wai 1713;
- 167) Wai 1715;
- 168) Wai 1716;
- 169) Wai 1717;
- 170) Wai 1720;
- 171) Wai 1722;
- 172) Wai 1723;
- 173) Wai 1724;
- 174) Wai 1726;



- 175) Wai 1728;
- 176) Wai 1732;
- 177) Wai 1751;
- 178) Wai 1752;
- 179) Wai 1753;
- 180) Wai 1754;
- 181) Wai 1755;
- 182) Wai 1756;
- 183) Wai 1757;
- 184) Wai 1839;
- 185) Wai 1843;
- 186) Wai 1844;
- 187) Wai 1856;
- 188) Wai 1857;
- 189) Wai 1864;
- 190) Wai 1890;
- 191) Wai 1896;
- 192) Wai 1917;
- 193) Wai 1918;
- 194) Wai 1930;
- 195) Wai 1941;
- 196) Wai 1943;
- 197) Wai 1957;



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- 198) Wai 1958;
- 199) Wai 1959;
- 200) Wai 1969;
- 201) Wai 1970;
- 202) Wai 1971;
- 203) Wai 1972;
- 204) Wai 2003;
- 205) Wai 2005;
- 206) Wai 2010;
- 207) Wai 2021;
- 208) Wai 2022;
- 209) Wai 2023;
- 210) Wai 2024;
- 211) Wai 2025;
- 212) Wai 2026;
- 213) Wai 2027;
- 214) Wai 2057;
- 215) Wai 2058;
- 216) Wai 2059;
- 217) Wai 2060;
- 218) Wai 2061;
- 219) Wai 2062;
- 220) Wai 2072;



- 221) Wai 2073;
- 222) Wai 2116;
- 223) Wai 2124;
- 224) Wai 2138;
- 225) Wai 2148;
- 226) Wai 2149;
- 227) Wai 2150;
- 228) Wai 2152;
- 229) Wai 2153;
- 230) Wai 2155;
- 231) Wai 2171;
- 232) Wai 2182;
- 233) Wai 2191;
- 234) Wai 2202;
- 235) Wai 2240;
- 236) Wai 2244;
- 237) Wai 2253;
- 238) Wai 2254;
- 239) Wai 2276;
- 240) Wai 2295;
- 241) Wai 2309;
- 242) Wai 2310;
- 243) Wai 2325;



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244) Wai 2373;

245) Wai 2377;

246) Wai 2389;

3.3 includes every other claim to the Waitangi Tribunal to which clause 3.1 applies, so far as it relates to Ngāpuhi or a representative entity, including the following claims:

1) Wai 45;

2) Wai 58;

3) Wai 67;

4) Wai 82;

5) Wai 187;

6) Wai 230;

7) Wai 249;

8) Wai 250;

9) Wai 273;

10) Wai 462;

11) Wai 504;

12) Wai 620;

13) Wai 683;

14) Wai 688;

15) Wai 712;

16) Wai 745;

17) Wai 861;

18) Wai 880;

19) Wai 884;



- 20) Wai 887;
- 21) Wai 914;
- 22) Wai 974;
- 23) Wai 985;
- 24) Wai 1040;
- 25) Wai 1148;
- 26) Wai 1308;
- 27) Wai 1343;
- 28) Wai 1385;
- 29) Wai 1411;
- 30) Wai 1412;
- 31) Wai 1413;
- 32) Wai 1414;
- 33) Wai 1415;
- 34) Wai 1416;
- 35) Wai 1460;
- 36) Wai 1487;
- 37) Wai 1513;
- 38) Wai 1516;
- 39) Wai 1525;
- 40) Wai 1528;
- 41) Wai 1529;
- 42) Wai 1530;



- 43) Wai 1531;
- 44) Wai 1539;
- 45) Wai 1613;
- 46) Wai 1661;
- 47) Wai 1667;
- 48) Wai 1682;
- 49) Wai 1684;
- 50) Wai 1686;
- 51) Wai 1711;
- 52) Wai 1719;
- 53) Wai 1725;
- 54) Wai 1727;
- 55) Wai 1786;
- 56) Wai 1832;
- 57) Wai 1837;
- 58) Wai 1838;
- 59) Wai 1846;
- 60) Wai 1848;
- 61) Wai 1849;
- 62) Wai 1850;
- 63) Wai 1852
- 64) Wai 1853;
- 65) Wai 1854;





- 66) Wai 1855;
- 67) Wai 1940;
- 68) Wai 1942;
- 69) Wai 1954;
- 70) Wai 1955;
- 71) Wai 1956;
- 72) Wai 1960;
- 73) Wai 1961;
- 74) Wai 1973;
- 75) Wai 2004
- 76) Wai 2064;
- 77) Wai 2071;
- 78) Wai 2099;
- 79) Wai 2115;
- 80) Wai 2170;
- 81) Wai 2179;
- 82) Wai 2206;
- 83) Wai 2239;
- 84) Wai 2242;
- 85) Wai 2260;
- 86) Wai 2355;
- 87) Wai 2365;
- 88) Wai 2368;



89) Wai 2371;

90) Wai 2376;

91) Wai 2382;

3.4 However, **Ngāpuhi Historical Claims** do not include the following claims:

3.4.1 a claim that a member of Ngāpuhi, or a whānau, hapū, or group referred to in clause 1.2, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in clause 1.1;

3.4.2 a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 3.4.1.

4 To avoid doubt, clause 3.1 is not limited by clauses 3.2 or 3.3.

