

**FILE**

**NGATI RUANUI**  
and  
**HER MAJESTY THE QUEEN**  
in right of New Zealand

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**DEED TO AMEND THE DEED OF SETTLEMENT OF  
THE HISTORICAL CLAIMS OF NGATI RUANUI**

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31 July 2002

## DEED TO AMEND THE DEED OF SETTLEMENT

THIS DEED is made on 31<sup>st</sup> July 2002

**BETWEEN**

**NGATI RUANUI**

**AND**

**HER MAJESTY THE QUEEN** in right of New Zealand acting by the Minister in Charge of Treaty of Waitangi Negotiations.

## BACKGROUND TO THIS DEED

- The Crown and Ngati Ruanui are parties to a Deed of Settlement to settle the Historical Claims of Ngati Ruanui dated 12 May 2001 (the “**Deed of Settlement**”).
- Ngati Ruanui have established Te Runanga o Ngati Ruanui Trust (the “**Governance Entity**”) in accordance with clause 3.3 of the Deed of Settlement to receive Redress under the Deed of Settlement.
- The Governance Entity has signed the Deed of Covenant with the Crown under clause 3.6 of the Deed of Settlement and, therefore may, under clause 3.8 of the Deed of Settlement, agree to amendments to the Deed of Settlement.
- The Crown and the Governance Entity amended the Deed of Settlement by Deed dated 15 March 2002 (the “**First Deed of Amendment**”) to provide for an advance of \$100,000 of the Financial and Commercial Redress.
- The Crown and Ngati Ruanui wish to further amend the Deed of Settlement to provide for a further advance of \$800,000 of the Financial and Commercial Redress.

ACCORDINGLY, the Crown and the Governance Entity on behalf of Ngati Ruanui wish to enter into this Deed of Amendment to record the following amendments to the Deed of Settlement.

### 1: EFFECTIVE DATE OF THIS DEED

- 1.1 This Deed of Amendment takes effect on the date it is signed by the Crown and the Governance Entity.

### 2: AMENDMENTS TO PART 8

- 2.1 Clause 8.1 of the Deed of Settlement is amended by deleting the existing clause 8.1 (as substituted by the First Deed of Amendment) and substituting the following clause:

“8.1 The Crown and Ngati Ruanui agree that the Crown is to provide Financial and Commercial Redress with an aggregate value of \$41 million, comprising:

8.1.1 a Cash Settlement Amount of \$40,390,500 of which:

- (a) \$500,000 has been paid by the Crown before the Date of this Deed to the Mandated Negotiators on behalf of Ngati Ruanui as an advance of part of the Financial and Commercial Redress;
- (b) \$100,000 has been paid by the Crown on 15 May 2001 to the Mandated Negotiators on behalf of Ngati Ruanui as an advance of part of the Financial and Commercial Redress;
- (c) \$100,000 has been paid by the Crown on 3 April 2002 to the Governance Entity on behalf of Ngati Ruanui as an advance of part of the Financial and Commercial Redress;

## DEED TO AMEND THE DEED OF SETTLEMENT

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- (d) \$800,000 is to be paid by the Crown to the Governance Entity on behalf of Ngati Ruanui three Business Days after the signing by the Crown and the Governance Entity of this Deed of Amendment as an advance of part of the Financial and Commercial Redress; and
  - (e) the balance of \$38,890,500 (the "**Balance of the Cash Settlement Amount**") is to be paid on the Settlement Date by the Crown; and
- 8.1.2 the Commercial Redress Properties to be transferred to the Governance Entity or, where **clause 8.4** applies, the Ratified Transferee (with aggregate Transfer Values of \$609,500)."

### 3: AMENDMENTS TO PARTS 13 AND 14

- 3.1 Clauses 13.1 and 13.2 of the Deed of Settlement are amended by deleting the existing clauses 13.1 and 13.2 and substituting the following clauses:

"13.1 The Crown will pay interest from the Date of this Deed:

13.1.1 until the Settlement Date, on:

- (a) \$38,890,500 (being the Balance of the Cash Settlement Amount); and
- (b) \$609,500 (being the aggregate Transfer Values of the Commercial Redress Properties);

13.1.2 until 15 May 2001, on \$100,000;

13.1.3 until 3 April 2002, on \$100,000; and

13.1.4 until the date that the payment under **clause 8.1.1(d)** is made, on \$800,000.

13.2 Interest under **clause 13.1** will:

13.2.1 be calculated on each Calculation Date and will be at a rate, expressed as a percentage per annum, equal to the weighted average of the successful yield for 1 year treasury bills resulting from the treasury bill tender process that takes place during the week prior to each Calculation Date (or, if no such treasury bill rate is available, an equivalent rate);

13.2.2 not compound;

13.2.3 be paid to the Governance Entity on the Settlement Date; and

13.2.4 be subject to any Tax payable under any Tax Legislation."

- 3.2 Clause 14.1 of the Deed of Settlement is amended by deleting the existing definition of "Balance of the Cash Settlement Amount" and substituting the following definition:

**"Balance of the Cash Settlement Amount** means the amount specified in **clause 8.1.1(e)**;"

#### 4: PAYMENT INSTRUCTIONS

- 4.1 The Governance Entity instructs the Crown to pay the advance of \$800,000 referred to in clause 8.1.1(d) of the Deed of Settlement (as amended by clause 2.1 of this Deed of Amendment) to the following account at Westpac Trust:

Account Name: Ngati Ruanui Muru Me Te Raupatu On Account Settlement Trust  
Account Number: 03 0647 0207555 00

#### 5: DEFINITIONS AND INTERPRETATION

- 5.1 Except as expressly provided in this Deed of Amendment, the Deed of Settlement remains unchanged.
- 5.2 Terms defined in the Deed of Settlement have the same meanings in this Deed of Amendment, and terms defined in this Deed of Amendment have the same meaning in the Deed of Settlement, unless the context requires otherwise.
- 5.3 For the avoidance of doubt, "**Ngati Ruanui**" as it is used in this Deed of Amendment, has the same meaning as "**Ngaati Ruanui**" as used in the Deed of Settlement and the Deed of Trust relating to Te Runanga o Ngati Ruanui dated 10 December 2001.
- 5.4 The rules of interpretation set out in the Deed of Settlement will apply in the interpretation of this Deed of Amendment.

DEED TO AMEND THE DEED OF SETTLEMENT

SIGNED as a Deed

SIGNED by the Te Runanga o Ngati Ruanui Trust for Ngati Ruanui

*Matekitawhiti Margaret Carr*  
Matekitawhiti Margaret Carr

David John Eruera Rogers

Martin Te Pahunga William Davis

Wiremu Pukeko Tipene

Paulette Lee Hansen- McLeod

Paula Gaye Tipene

Steve Hoani Rangiiira Heremaia

John Puti Rukutai Watene

*Patrick John Heremaia*  
Patrick John Heremaia

*R. D. Wereta*  
Raniera Davis Wereta

Sid Ngaonepu Huka Kahukuranui

*Willie Hepi*  
Rangiwhaiao Willie Hepi

*P. M. Korau*  
Paeone Margaret Korau

Haimoana Maruera

WITNESS

*April Luke*  
Name: APRIL LUKE

Tupito Wiremu Maruera

Occupation: REGISTRATIONS OFFICER

Kaikapo Tutere Rangihaeata

Address: 119 WAHI ROAD  
HAWERA

DEED TO AMEND THE DEED OF SETTLEMENT

SIGNED as a Deed

SIGNED by the Te Runanga o Ngati Ruanui Trust for Ngati Ruanui

\_\_\_\_\_  
Matekitawhiti Margaret Carr

\_\_\_\_\_  
David John Eruera Rogers

\_\_\_\_\_  
Martin Te Pahunga William Davis

  
\_\_\_\_\_  
Wiremu Pukeko Tipene

\_\_\_\_\_  
Paulette Lee Hansen- McLeod

\_\_\_\_\_  
Paula Gaye Tipene

\_\_\_\_\_  
Steve Hoani Rangira Heremaia

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John Puti Rukutai Watene

\_\_\_\_\_  
Patrick John Heremaia

\_\_\_\_\_  
Raniera Davis Wereta

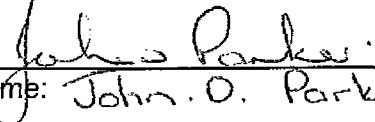
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Sid Ngaonepu Huka Kahukuranui

\_\_\_\_\_  
Rangiwhaiao Willie Hepi

\_\_\_\_\_  
Paeone Margaret Korau

\_\_\_\_\_  
Haimoana Maruera

WITNESS

  
Name: John O. Parker

Occupation: work Broker

Address: 15 Wilson street  
Hawera

\_\_\_\_\_  
Tupito Wiremu Maruera

\_\_\_\_\_  
Kaikapo Tutere Rangihaeata

DEED TO AMEND THE DEED OF SETTLEMENT

SIGNED as a Deed

SIGNED by the Te Runanga o Ngati Ruanui Trust for Ngati Ruanui

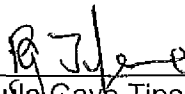
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Matekitawhiti Margaret Carr

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David John Eruera Rogers

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Martin Te Pahunga William Davis

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Wiremu Pukeko Tipene

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Paulette Lee Hansen- McLeod

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Paula Gaye Tipene

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Steve Hoani Rangira Heremaia

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John Puti Rukutai Watene

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Patrick John Heremaia

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Raniera Davis Wereta

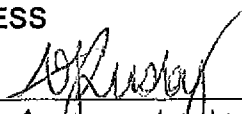
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Sid Ngaonepu Huka Kahukuranui

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Rangiwhaiao Willie Hepi

\_\_\_\_\_  
Paeone Margaret Korau

\_\_\_\_\_  
Haimoana Maruera

WITNESS

\_\_\_\_\_  
Name:   
Anandak Wsky

Occupation: Student / Post Assistant.

Address: 90 TE WANAKA ROAD  
PALMERSTON NORTH.

\_\_\_\_\_  
Tupito Wiremu Maruera

\_\_\_\_\_  
Kaikapo Tutere Rangihaeata



DEED TO AMEND THE DEED OF SETTLEMENT

SIGNED as a Deed

SIGNED by the Te Runanga o Ngati Ruanui Trust for Ngati Ruanui

Matekitawhiti Margaret Carr

David John Eruera Rogers

Martin Te Pahunga William Davis

Wiremu Pukeko Tipene

Paulette Lee Hansen- McLeod

Paula Gaye Tipene

Steve Hoani Rangjira Heremaia

John Puti Rukutai Watene

Patrick John Heremaia

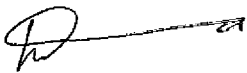
Raniera Davis Wereta

Sid Ngaonepu Huka Kahukuranui

Rangiwhaiao Willie Hepi

Paeone Margaret Korau

Haimoana Maruera



Tupito Wiremu Maruera

Kaikapo Tutere Rangihaeata

WITNESS



Name: TREVOR MILLS

Occupation: STUDENT

Address: 589 Church street  
Palmy Nth

**DEED TO AMEND THE DEED OF SETTLEMENT**

**SIGNED as a Deed**

**SIGNED by the Te Runanga o Ngati Ruanui Trust for Ngati Ruanui**

\_\_\_\_\_  
Matskitawhiti Margaret Carr

\_\_\_\_\_  
David John Eruera Rogers

\_\_\_\_\_  
Martin Te Pahunga William Davis

\_\_\_\_\_  
Wiremu Pukeko Tipene

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Paulette Lee Hansen-McLeod

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Paula Gaye Tipene

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Steve Hoani Rangira Heremaia

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John Puti Rukutai Watene

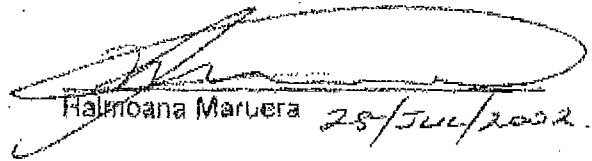
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Patrick John Heremaia

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Raniera Davis Wereta

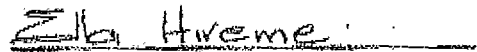
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Sid Ngaonepu Huka Kahukuranui

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Rangihiaiao Willie Hepi

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Paeone Margaret Korau

  
Haimoana Maruera 25/Jul/2002

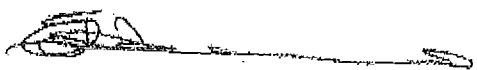
**WITNESS**

  
Name: \_\_\_\_\_

\_\_\_\_\_  
Tupito Wiremu Maruera

Occupation: C.E.O. PROGRAMM  
TE ARA AEO PROGRAMM  
Address: C1- EAST BAY CHURCH  
100 SALEY RD.  
WHAKATANE.

\_\_\_\_\_  
Kaikapo Tutere Rangihaeata



25-07-02

DEED TO AMEND THE DEED OF SETTLEMENT

SIGNED as a Deed

SIGNED by the Te Runanga o Ngati Ruanui Trust for Ngati Ruanui

Matekitawhiti Margaret Carr

David John Eruera Rogers

Martin Te Pahunga William Davis

Wiremu Pukeko Tipene

Paulette Lee Hansen- McLeod

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John Puti Rukutai Watene

Patrick John Heremaia

Raniera Davis Wereta

Sid Ngaonepu Huka Kahukuranui

Rangiwhaiaro Willie Hepi

Paeone Margaret Korau

Haimoana Maruera

WITNESS

Name:

Tupito Wiremu Maruera

Occupation: *Kaitiaki*

Kaikapo Tutere Rangihaeata

Address: *282 Victoria Ave  
Whanganui*

DEED TO AMEND THE DEED OF SETTLEMENT

SIGNED as a Deed

SIGNED by the Te Runanga o Ngati Ruanui Trust for Ngati Ruanui

Matekitawhiti Margaret Carr

David John Eruera Rogers

Martin Te Pahunga William Davis

Wiremu Pukeko Tipene

Paulette Lee Hansen-McLeod

Paula Gaye Tipene

  
Steve Hoani Rangira Heremaia

John Puti Rukutai Watene

Patrick John Heremaia

Raniera Davis Wereta


Sid Ngaonepu Huka Kahukuranui

Rangihahaio Willie Hepi

Paeone Margaret Korau

Haimoana Maruera

WITNESS

  
Name: Glen McIntyre

Occupation: Butcher

Address: 1 Renata Crescent  
Te Atatu Auckland

Tupito Wiremu Maruera

Kaikapo Tutera Rangihaeata

DEED TO AMEND THE DEED OF SETTLEMENT

SIGNED as a Deed

SIGNED by the Te Runanga o Ngati Ruanui Trust for Ngati Ruanui

Matekitawhiti Margaret Carr

David John Eruera Rogers

Martin Te Pahunga William Davis

Wiremu Pukeko Tipene

Paulette Lee Hansen- McLeod

Paula Gaye Tipene

Steve Hoani Rangirua Heremaia

John Puti Rukutai Watene

Patrick John Heremaia

Raniera Davis Wereta


Sid Ngaonapu Huka Kahukuranui

Rangiwhalao Willie Hepi

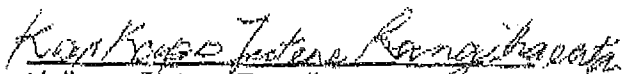
Paeone Margaret Korau

Haimoana Maruera

WITNESS

  
Name: Jodie Leanne Mulder  
Occupation: Caravan Park Manager  
Address: 7 McGowan Place  
GUNN UT 0832

Tupito Wiremu Maruera

  
Kaitiaki Tere Rangihaeata

DEED TO AMEND THE DEED OF SETTLEMENT

SIGNED as a Deed

SIGNED by the Te Runanga o Ngati Ruanui Trust for Ngati Ruanui

\_\_\_\_\_  
Matekitawhiti Margaret Carr

\_\_\_\_\_  
David John Eruera Rogers

\_\_\_\_\_  
Martin Te Pahunga William Davis

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Wiremu Pukeko Tipene

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Paulette Lee Hansen- McLeod

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Paula Gaye Tipene

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Steve Hoani Rangira Heremaia

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John Puti Rukutai Watene

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Patrick John Heremaia

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Raniera Davis Wereta

  
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Sid Ngaonepu Huka Kahukuranui

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Rangiwhaiao Willie Hepi

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Paeone Margaret Korau

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Haimoana Maruera

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Tupito Wiremu Maruera

\_\_\_\_\_  
Kaikapo Tutere Rangihaeata

WITNESS

  
\_\_\_\_\_  
Name: Anne Kelly

Occupation: Bank Officer

Address: 1/106A Fergusson Dr  
Upper Hutt

DEED TO AMEND THE DEED OF SETTLEMENT

SIGNED as a Deed

SIGNED by the Te Runanga o Ngati Ruanui Trust for Ngati Ruanui

✓  
Matekitawhiti Margaret Carr

✓ *David John Eruera Rogers*  
David John Eruera Rogers

✓  
Martin Te Pahunga William Davis

✓  
Wiremu Pukeko Tipene

✓  
Paulette Lee Hansen- McLeod

✓  
Paula Gaye Tipene

✓  
Steve Hoani Rangiira Heremaia

✓  
John Puti Rukutai Watene

✓  
Patrick John Heremaia

✓  
Raniera Davis Wereta

✓  
Sid Ngaonepu Huka Kahukuranui

✓  
Rangiwhaiao Willie Hepi

✓  
Paeone Margaret Korau

✓  
Halmoana Maruera

WITNESS *[Signature]*

✓  
Tupito Wiremu Maruera

Name: *Max Hendry*  
Occupation: *Area Manager Stratford*

✓  
Kaikapo Tutere Rangihaeata

Address: *839, PEMBRIDGE RD.,  
R.D. 21,  
STRATFORD.*


DEED TO AMEND THE DEED OF SETTLEMENT

SIGNED as a Deed

SIGNED by the Te Runanga o Ngati Ruanui Trust for Ngati Ruanui

\_\_\_\_\_  
Matekitawhiti Margaret Carr

\_\_\_\_\_  
David John Eruera Rogers

  
\_\_\_\_\_  
Martin Te Pahunga William Davis

\_\_\_\_\_  
Wiremu Pukeko Tipene

\_\_\_\_\_  
Paulette Lee Hansen- McLeod

\_\_\_\_\_  
Paula Gaye Tipene

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Steve Hoani Rangira Heremaia

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John Puti Rukutai Watene

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Patrick John Heremaia

\_\_\_\_\_  
Raniera Davis Wereta

\_\_\_\_\_  
Sid Ngaonepu Huka Kahukuranui


\_\_\_\_\_  
Rangiwhalao Willie Hepi

\_\_\_\_\_  
Paeone Margaret Korau

\_\_\_\_\_  
Haimoana Maruera

WITNESS

\_\_\_\_\_  
Tupito Wiremu Maruera

  
\_\_\_\_\_  
Name: M.K.S. DAVIS

Occupation: Pharmacy Technician

Address: 18 Young St.

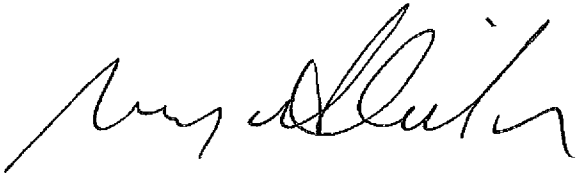
Whanganui.

\_\_\_\_\_  
Kaikapo Tutere Rangihaeata



DEED TO AMEND THE DEED OF SETTLEMENT

---



**SIGNED** for and on behalf of **HER  
MAJESTY THE QUEEN** in right of  
New Zealand by the Minister in  
Charge  
of Treaty of Waitangi Negotiations

**WITNESS**



Name: Heather Baggott

Occupation: Private Secretary

Address: Parliament Buildings  
Wellington



# OFFICE OF TREATY SETTLEMENTS

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

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## FILE NOTE

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**File Number:** NE 17 021 07 01  
**Author:** Benesia Smith / Dean Cowie  
**Date/Te Rā:** 6 August 2002  
**Subject/Kaupapa:** **Ngati Ruanui: Deed to Amend**

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On 5 August, Pat Heremaia called Benesia Smith concerning the Ngati Ruanui Deed to Amend. Pat advised that:

- only 15 of the 16 hapu representatives had signed the Deed to Amend for, and on behalf of, Te Runanga o Ngati Ruanui;
- Rukutai Watene, the Hapotiki hapu representative, refused to sign the Deed to Amend as Hapotiki hapu were against the whole Ngati Ruanui Deed of Settlement.

Benesia advised that as she was on leave, she would promptly contact Dean Cowie and ask him to discuss this issue with Pat directly.

In the afternoon of 5 August, Dean Cowie discussed this issue with Pat Heremaia directly. Pat further clarified that the Hapotiki representative had been provided with the opportunity to sign the Deed to Amend but that Mr Watene "did not want to sign the document".

Dean advised Pat that the Office of Treaty Settlements would accept the Deed to Amend as signed by the 15 of the 16 hapu representatives.

*Benesia Smith*  
6/8/02

*Dean Cowie*  
6/8/02

NB: It is noted that the Trust Deed for Te Runanga o Ngati Ruanui provides for the Hapu Representatives to delegate the power to sign a Deed to any three of the Hapu representatives, provided that one of the representatives is the Tumuaki (Pat Heremaia) or the Deputy Tumuaki (Eddie Ngeru) [refer to clause 15.2, page 26 of the Trust Deed].