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*Parties*

HER MAJESTY THE QUEEN

and

ARTHUR GRACE, GAE CHAPMAN, DULCIE GARDINER, EILEEN DUFF,  
TUATEA SMALLMAN, BILL DUFF, GEORGE KETU, JOHN ASHER,  
KAHU TE RANGI, JOE ERU, KEPA PATENA, VIRGINIA CHURCH,  
KATARAINA PITIROI, RANGI DOWNES, DAPHNE HALLETT

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ANCILLARY CLAIMS DEED

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*Date:*

## **PARTIES**

- (1) HER MAJESTY THE QUEEN acting by and through the Minister in Charge of Treaty of Waitangi Negotiations (*Crown*)
- (2) ARTHUR GRACE, GAE CHAPMAN, DULCIE GARDINER, EILEEN DUFF, TUATEA SMALLMAN, BILL DUFF, GEORGE KETU, JOHN ASHER, KAHU TE RANGI, JOE ERU, KEPA PATENA, VIRGINIA CHURCH, KATARAINA PITIROI, RANGI DOWNES, DAPHNE HALLETT  
(*Ancillary Claimants*)

## **BACKGROUND**

- A In a deed of settlement dated 26 September 1998 (*Deed of Settlement*) the Crown and Ngāti Tūrangitukua recorded the matters required to give effect to full and final settlement of the WAI 84 Ngāti Tūrangitukua claim in relation to the Turangi Township.
- B In section 8 of the Deed of Settlement the Crown and Ngāti Tūrangitukua agreed that the Crown would negotiate in good faith with the Ancillary Claimants with the intention of the Crown entering into a legally binding agreement with the Ancillary Claimants for resolution of all the outstanding ancillary claims in a full and final manner entirely independent of the Deed of Settlement.
- C The parties have agreed on the terms of such legally binding agreement for resolution of all the outstanding ancillary claims and the terms of such agreement are recorded in this Deed.

BY THIS DEED the parties agree as follows:

## **1 DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

In this Deed, unless the context requires otherwise:

*Ancillary Claimant* means each of the persons listed as a party to this Deed;

*Ancillary Claims Committee* means any 2 or more persons appointed by Ngāti Tūrangitukua to fulfil the role of the Ancillary Claims Committee under this Deed as notified to the Crown by Ngāti Tūrangitukua from time to time;

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## ANCILLARY CLAIMS DEED

*Approved Ancillary Claim* means:

- (a) each Existing Ancillary Claim for which the Crown has accepted Liability but which has not yet been remedied as listed in Schedule 1; and
- (b) each Pending Ancillary Claim and Disputed Ancillary Claim in respect of which it is agreed or determined that there is Liability in accordance with this Deed;

*Crescent Reserve Claim* means the Approved Ancillary Claims made by Eileen Duff and Tuatea Smallman identified as Claims 13 and 20 in Schedule 1;

*Crown* means Her Majesty the Queen acting by and through the Minister in Charge of Treaty of Waitangi Negotiations and the Chief Executive of Land Information New Zealand;

*Deed* means this Ancillary Claims Deed;

*Disputed Ancillary Claim* means each Existing Ancillary Claim for which the Crown rejects Liability;

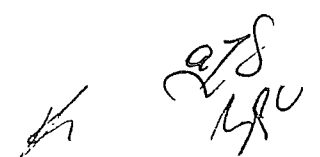
*Dispute Resolution Process* means the process for dispute resolution set out in clause 8;

*Existing Ancillary Claim* means each claim made or grievance stated by an Ancillary Claimant and notified to the Crown arising out of an alleged act or omission of the Crown during the acquisition and construction of the Turangi Township or the Tongariro Power Development Scheme, being a finite list of 37 claims that has been agreed to by the Crown and the Ancillary Claimants as listed in Schedule 1, Schedule 2 and Schedule 3;

*First Panel* means the panel of adjudicators appointed by the parties to determine any issue which either party may require to be resolved through the Dispute Resolution Process under clause 5.3;

*Liability* means that:

- (a) an Ancillary Claimant has suffered actual loss; and/or
- (b) an Ancillary Claimant's property has been damaged or its value diminished,

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## ANCILLARY CLAIMS DEED

as a result of an act or omission of the Crown during the acquisition and construction of the Turangi Township or the Tongariro Power Development Scheme and has not already been fully compensated for that loss;

*Pending Ancillary Claim* means each Existing Ancillary Claim for which the Crown has not yet formed its opinion on whether or not there is Liability as listed in Schedule 2;

*Redress* means the amount to be paid or the remedial action or actions to be taken by the Crown to compensate an Ancillary Claimant for Liability in respect of any Approved Ancillary Claim;

*Second Panel* means the panel of adjudicators appointed by the parties to determine any issue which either party may require to be resolved through the Dispute Resolution Process under *clause 7.5*;

*Settled Ancillary Claim* means:

- (a) each Existing Ancillary Claim for which the Crown has already accepted Liability and which has already been remedied as listed in Schedule 3; and
- (b) each Disputed Ancillary Claim in respect of which it is agreed or otherwise determined that there is no Liability; and
- (c) each Approved Ancillary Claim which the Crown remedies by implementing any Redress;

*Settlement Legislation* means the Settlement Legislation as that term is defined in the Deed of Settlement.

## 1.2 Interpretation

In the interpretation of this Deed, unless the context otherwise requires:

- 1.2.1 headings appear as a matter of convenience and are not to affect the interpretation of this Deed;
- 1.2.2 words or phrases (other than proper names) appearing in this Deed with capitalised initial letters are defined terms and bear the meanings given to them in this Deed;

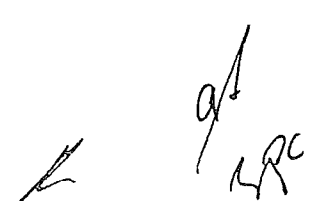
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## ANCILLARY CLAIMS DEED

- 1.2.3 where a word or expression is defined in this Deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
- 1.2.4 the singular includes the plural and vice versa;
- 1.2.5 a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations;
- 1.2.6 a reference to a party to this Deed or any other document or agreement includes that party's successors;
- 1.2.7 a reference to any document or agreement, including this Deed, includes a reference to that document or agreement as amended, novated or replaced from time to time;
- 1.2.8 a reference to a date on which something must be done includes any other date which may be agreed in writing between the Crown and any Ancillary Claimant;
- 1.2.9 a reference to the Crown includes a reference to its agents, employees and contractors.

## 2 MANDATE OF EACH ANCILLARY CLAIMANT

- 2.1 The Ancillary Claimants acknowledge that at a hui held at Hirangi Marae, Turangi on 27 November 1998 a resolution was passed giving each Ancillary Claimant authority to enter into this Deed on behalf of all persons having an interest in respect of the Existing Ancillary Claim for which he or she is named as the Ancillary Claimant in column 2 of Schedules 1, 2 and 3.
- 2.2 Any covenant or agreement made by an Ancillary Claimant shall bind all other persons having an interest in the relevant Existing Ancillary Claim jointly and severally.

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### 3 WHAT HAPPENS TO PENDING ANCILLARY CLAIMS?

#### 3.1 Investigating Pending Ancillary Claims

3.1.1 The Crown will, promptly and with all due diligence, begin or continue investigating each Pending Ancillary Claim on the date specified in column 6 of Schedule 2.

3.1.2 The Crown may on one occasion only give a letter to an Ancillary Claimant delaying by not more than 6 months the date on which it will begin or continue investigating any Pending Ancillary Claim. That letter must not only set out the new date but also the reasons for the delay.

3.1.3 If the Crown asks for information about any Pending Ancillary Claim the Ancillary Claimant will, if he or she, or any person whom he or she represents, has that information, provide it as soon as possible.

#### 3.2 Crown to report on progress with investigations

The Crown will report regularly, but in any event at intervals no greater than 6 months, to the Ancillary Claimant of each Pending Ancillary Claim to inform the Ancillary Claimant on progress with the investigations. Each report will be copied to the Ancillary Claims Committee at the address provided.

### 4 INITIAL DECISION ABOUT LIABILITY

#### 4.1 Crown to give Liability Letter

4.1.1 After the Crown has finished investigating any Pending Ancillary Claim, the Crown must give a letter to the relevant Ancillary Claimant (called a *Liability Letter*) setting out the Crown's decision on whether or not there is Liability in respect of the Pending Ancillary Claim.

4.1.2 Where the Liability Letter states that there is Liability, the Pending Ancillary Claim shall become an Approved Ancillary Claim.

4.1.3 Where the Liability Letter states that there is no Liability, the Pending Ancillary Claim shall become a Disputed Ancillary Claim.

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## 5 WHAT HAPPENS WHEN A PENDING ANCILLARY CLAIM BECOMES A DISPUTED ANCILLARY CLAIM?

### 5.1 Crown and Ancillary Claimant must talk about Disputed Ancillary Claims

5.1.1 As soon as possible after a Pending Ancillary Claim becomes a Disputed Ancillary Claim the Crown and the relevant Ancillary Claimant must meet to talk about why the Crown has decided that there is no Liability. The first meeting will be held in Turangi but other discussions may take place at venues or by telephone as agreed.

5.1.2 The Crown and the relevant Ancillary Claimant will actively, in good faith and without delay, attempt to agree on whether or not there is Liability in respect of the Disputed Ancillary Claim.

### 5.2 Crown or Ancillary Claimant can ask Ancillary Claims Committee to facilitate talks

If a meeting between the Crown and the Ancillary Claimant does not take place within a reasonable time after the Ancillary Claimant has received the Liability Letter, either the Crown or the Ancillary Claimant may ask the Ancillary Claims Committee to facilitate talks between the Crown and the Ancillary Claimant.

### 5.3 What happens if the Crown and the Ancillary Claimant are unable to agree on Liability for Disputed Ancillary Claims?

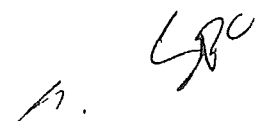
If the Crown and the Ancillary Claimant are unable to agree on whether or not there is Liability in respect of a Disputed Ancillary Claim by 6 months after the Ancillary Claimant has received the Liability Letter, either party may give to the other party a letter (called a *Dispute Resolution Letter*) requiring the issue of whether or not there is Liability to be resolved through the Dispute Resolution Process.

### 5.4 Agreement or determination of Liability

Where the parties agree, or it is determined through the Dispute Resolution Process, that there is Liability for any Disputed Ancillary Claim, the Disputed Ancillary Claim shall become an Approved Ancillary Claim.

### 5.5 Agreement or determination of no Liability

Where the parties agree, or it is determined through the Dispute Resolution Process, that there is no Liability for any Disputed Ancillary Claim, the Disputed Ancillary Claim shall become a Settled Ancillary Claim.



## 6 WHAT HAPPENS TO APPROVED ANCILLARY CLAIMS?

### 6.1 Crown to investigate Redress

6.1.1 The Crown will, promptly and with all due diligence, begin or continue its investigation of the alternatives available for Redress in respect of each Approved Ancillary Claim on the date specified in column 6 of Schedule 1, or within a fortnight of a Pending Ancillary Claim or Disputed Ancillary Claim becoming an Approved Ancillary Claim, as the case may be.

6.1.2 The Crown may on one occasion give a letter to an Ancillary Claimant delaying by not more than 6 months the date on which it will begin or continue investigating the Redress. That letter must not only set out the new date but also the reasons for the delay.

### 6.2 Crown to report on progress with investigations

The Crown will report regularly, but in any event at intervals of not more than 6 months, to the Ancillary Claimant of each Approved Ancillary Claim, to inform the relevant Ancillary Claimant on progress with investigating the Redress. Each report will be copied to the Ancillary Claims Committee at the address provided.

## 7 INITIAL DECISION ABOUT REDRESS

### 7.1 Crown to give Redress Letter

After the Crown has finished investigating the alternatives for Redress for any Approved Ancillary Claim, the Crown must give a letter to the Ancillary Claimant (called a *Redress Letter*) setting out the Redress which the Crown proposes together with a programme for implementing the Redress.

### 7.2 Crown and Ancillary Claimant must talk about Redress for Approved Ancillary Claims

7.2.1 As soon as possible after any Ancillary Claimant has received a Redress Letter the Crown and the relevant Ancillary Claimant must meet to talk about the proposed Redress. The first meeting will be held in Turangi but other discussions may take place at venues or by telephone as agreed.

7.2.2 The Crown and the relevant Ancillary Claimant will actively, in good faith and without delay, attempt to agree on the Redress to be undertaken by the Crown in order to settle the Approved Ancillary Claim.



7.2.3 The Ancillary Claimants acknowledge that appropriations from Parliament are necessary for the funding of the Redress. This acknowledgement does not derogate from the Crown's obligations under this Deed.

**7.3 Crown or Ancillary Claimant can ask Ancillary Claims Committee to facilitate talks**

If a meeting between the Crown and the Ancillary Claimant does not take place within a reasonable time after the Ancillary Claimant has received the Redress Letter either the Crown or the Ancillary Claimant may ask the Ancillary Claims Committee to facilitate talks between the Crown and the Ancillary Claimant.

**7.4 Crown may request independent mediator to assist**

7.4.1 At any time during the discussions between the Crown and the Ancillary Claimant the Crown may request an independent mediator to assist the parties to reach agreement on the Redress.

7.4.2 The mediator shall discuss the matter with the parties and try to resolve it by their agreement.

7.4.3 All discussions in mediation shall be without prejudice, and shall not be referred to in any later Dispute Resolution Process.

7.4.4 The Crown shall pay all costs associated with any mediation under this clause.

**7.5 What happens if the Crown and the Ancillary Claimant are unable to agree on Redress for Approved Ancillary Claims?**

If the Crown and the relevant Ancillary Claimant are unable to agree on the Redress for the Approved Ancillary Claim by 6 months after the date the relevant Ancillary Claimant received the Redress Letter, either party may give to the other a letter (called a *Dispute Resolution Letter*) requiring the Redress for the Approved Ancillary Claim to be determined through the Dispute Resolution Process.

**7.6 Implementing the Redress**

7.6.1 Where the Redress for any Approved Ancillary Claim is agreed, the Crown shall give a letter to the Ancillary Claimant accurately recording what has been agreed. The relevant Ancillary Claimant shall countersign the letter and give it back to the Crown.

7.6.2 After the Ancillary Claimant has countersigned the letter recording the Redress the Crown shall, with all due diligence, implement the Redress.

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**7.7 Redress unreasonable for reasons not reasonably foreseeable**

7.7.1 If for any reason not reasonably foreseeable, it is unreasonable to implement the Redress or any part of the Redress, the Crown may give a letter to the relevant Ancillary Claimant setting out the reasons why it is unreasonable to implement the Redress.

7.7.2 Upon giving such letter to the Ancillary Claimant the Crown will, promptly and with all due diligence, commence or continue its investigation of alternatives for substitute Redress and, subject to *clause 7.7.3*, *clauses 7.1 to 7.6* shall apply to such substitute Redress.

7.7.3 In agreeing or otherwise determining the substitute Redress, regard will be given to:

- (a) the extent to which any partial Redress has remedied the Liability; and
- (b) any proposed substitute Redress which will, when considered together with any partial Redress, remedy the Liability.

**7.8 Crown to give Completion Letter**

After the Crown has finished implementing the Redress for any Approved Ancillary Claim, the Crown must promptly give a letter to the relevant Ancillary Claimant informing the Ancillary Claimant that the Crown considers the Redress has been implemented (called a *Completion Letter*).

**7.9 Crown and Ancillary Claimant must talk about completion of Redress**

As soon as possible after the Ancillary Claimant has received the Completion Letter the Crown and the relevant Ancillary Claimant must meet at least once in Turangi to talk about the completion of the Redress.

**7.10 Approved Ancillary Claim becomes settled Ancillary Claim**

If the Ancillary Claimant agrees that the Crown has finished implementing the Redress that was agreed or determined, the Approved Ancillary Claim shall become a Settled Ancillary Claim.

**7.11 What happens if the Ancillary Claimant disputes that the Crown has implemented the Redress that was agreed?**

7.11.1 If the Crown and the Ancillary Claimant are unable to agree on whether the Crown has implemented the Redress that was agreed or determined, the Crown may select an adjudicator from the Second Panel (called an *Independent Expert*) to either:

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- (a) certify that the Crown has done everything required to implement the Redress as agreed or determined; or
- (b) specify the remaining action that must be taken to implement the Redress as agreed or determined following which the Crown will, with all due diligence take that action and *clause 7.8* shall apply to such remaining Redress.

7.11.2 If the Independent Expert certifies that the Crown has done everything agreed or determined that was required to implement the Redress for the Approved Ancillary Claim, the Approved Ancillary Claim shall become a Settled Ancillary Claim.

## 8 DISPUTE RESOLUTION PROCESS

### 8.1 Establishment of adjudicator's panel

- 8.1.1 The Crown and Carrie Wainwright, or any other person appointed by the Ancillary Claimants, (called the *Ancillary Claimants' Representative*) acting on behalf of the Ancillary Claimants, shall establish two panels of independent persons who are ready, willing and able to act as adjudicators.
- 8.1.2 The First Panel shall consist of four persons. Each person appointed to the First Panel shall be sufficiently qualified and experienced in the area of determination of loss or damage similar to loss or damage of a kind referred to in the definition of "Liability" in *clause 1*.
- 8.1.3 The Second Panel shall consist of six persons. Each person appointed to the Second Panel shall be sufficiently qualified and experienced in the area of determination of compensation similar to compensation of a kind referred to in the definition of "Redress" in *clause 1*.
- 8.1.4 The Crown may appoint two persons as described in *clause 8.1.2* for the First Panel and three persons as described in *clause 8.1.3* for the Second Panel in consultation with the Ancillary Claimants. The Ancillary Claimants may appoint two persons as described in *clause 8.1.2* for the First Panel and three persons as described in *clause 8.1.3* for the Second Panel in consultation with the Crown.
- 8.1.5 The Crown and the Ancillary Claimants shall both discharge their obligations to consult and appoint such persons by the expiration of the period of 70 days commencing on the date of this Deed. If either of them fails to do so, the panel

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shall consist only of the persons appointed by the other party until each party which has failed to consult and appoint does so.

8.1.6 An appointment under this clause shall not be properly made until the adjudicator has confirmed in writing to the Crown and to the Ancillary Claimants that he or she has read and understood this Deed and that he or she shall conduct the Dispute Resolution Process in accordance with this Deed on receipt of any letter received under *clause 8.2.2*.

8.1.7 If any appointed adjudicator becomes incapable of acting, or resigns from any panel, or dies, then the party that appointed the adjudicator may appoint a replacement adjudicator in accordance with the criteria and procedures set out in this *clause 8.1*.

## 8.2 Selection of adjudicator

8.2.1 In the case of any matter which either party may require to be resolved through the Dispute Resolution Process under *clause 5.3* the adjudicator shall be one of the persons in the First Panel agreed on by the parties. In the case of any matter which either party may require to be resolved through the Dispute Resolution Process under *clause 7.5* the adjudicator shall be one of the persons in the Second Panel agreed on by the parties. Failing agreement by the date 28 days after the date the relevant party received the Dispute Resolution Letter the adjudicator shall be selected by:

- (a) the President of the New Zealand Law Society in the case of all matters required by either party to be resolved through the Dispute Resolution Process under *clause 5.3*; and
- (b) the President of the New Zealand Institute of Valuers in the case of all matters required by either party to be resolved through the Dispute Resolution Process under *clause 7.5* relating to quantum or value of Redress; and
- (c) the Chief Executive of the Institute of Professional Engineers New Zealand in the case of all other matters required by either party to be resolved through the Dispute Resolution Process under *clause 7.5*.

8.2.2 Upon selection of the adjudicator the party which gave the Dispute Resolution Letter shall give a letter to the selected adjudicator informing the adjudicator of his/her selection.

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8.2.3 On receiving the letter informing the adjudicator of his/her selection the adjudicator will be required to:

- (a) confirm that he/she does not have any conflict of interest in relation to the parties or the Crown or any circumstance which is likely to lead to a presumption of bias; and
- (b) agree to comply with the requirements placed on an appointee by this Deed.

8.2.4 In the event that any adjudicator does not satisfy the requirements of *clause 8.2.3* within 14 days of receiving the letter informing the adjudicator of his/her selection the parties shall attempt to agree on another adjudicator under *clause 8.2.1*.

### 8.3 Replacement adjudicator

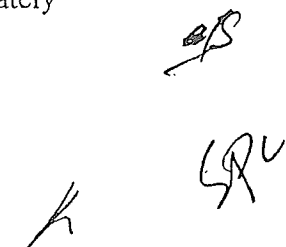
8.3.1 If any selected adjudicator fails to act, or is or becomes incapable of acting, or dies, then either party may give a letter to the other requiring a replacement adjudicator to be selected.

8.3.2 In such a case the replacement adjudicator will be a person from the same panel of adjudicators agreed on by the parties or, failing agreement within 7 days of the receipt of the letter referred to above, a person from the same panel of adjudicators appointed by:

- (a) the President of the New Zealand Law Society in the case of all matters referred for the Dispute Resolution Process under *clause 5.3*; and
- (b) the President of the New Zealand Institute of Valuers in the case of all matters referred for the Dispute Resolution Process under *clause 7.5* relating to quantum or value of Redress;
- (c) the Chief Executive of the Institute of Professional Engineers New Zealand in the case of all other matters referred for the Dispute Resolution Process under *clause 7.5*.

### 8.4 Provision of material to adjudicator

Within 28 days of the adjudicator confirming selection the parties must each provide the adjudicator with a statement of issues and with any relevant supporting material and the parties must exchange those statements and materials. The parties will have a further 14 days within which to make further written statements of issues. The adjudicator must begin the determination immediately



## ANCILLARY CLAIMS DEED

on expiry of the further 14 days even if the adjudicator has not received any further statements of issues.

**8.5 Conduct by adjudicator**

8.5.1 While being required to consider the written statements of issues of the parties and take them into account, the adjudicator may also:

- (a) rely on his or her own knowledge, skill and experience in relation to the matter in dispute without reference to the parties; and
- (b) make his or her own enquiries without reference to the parties; provided that the adjudicator shall not incur any additional costs, whether for independent third party advice or otherwise, without the consent of both parties.

8.5.2 The adjudicator may:

- (a) arrange to meet with the parties either together or alone to discuss the dispute; and
- (b) require the parties to provide such evidence as he or she considers necessary to determine the dispute; and
- (c) establish procedures and a timetable for the conduct of the determination to the extent that those matters are not already laid down in this Deed;
- (d) not reopen any matters to the extent that they have been agreed by the parties.

**8.6 Hearings**

8.6.1 The adjudicator shall hold a hearing unless:

- (a) both parties agree otherwise; or
- (b) the adjudicator considers a hearing is not necessary in order to make a determination.

8.6.2 Any hearing shall take place in Turangi at a venue to be agreed upon by the parties or if they cannot agree, as fixed by the adjudicator.

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## ANCILLARY CLAIMS DEED

- 8.6.3 Each party may be, but does not have to be, represented by a member of the legal profession at any hearing, provided that if the Ancillary Claimant is not represented the Crown shall not be entitled to be represented.
- 8.6.4 The adjudicator may make rulings and give any directions thought fit with regard to procedure before or during any hearing, to the extent they are not already laid down in this Deed.
- 8.6.5 Each party may call witnesses to provide evidence at the hearing. Witnesses shall give their evidence on oath or affirmation. The adjudicator shall receive all evidence which the adjudicator thinks fit whether or not such evidence may be admissible in a court of law. Any person whose evidence is taken may be subject to questioning by the party against whom the evidence is offered.
- 8.6.6 The adjudicator may obtain such independent professional advice (including legal, valuation, engineering, and scientific) as thought necessary for the purposes of assisting in making a decision in giving the award on the disputes between the parties, subject to the consent of both parties in relation to the cost of such independent professional advice.
- 8.6.7 If either party does not attend the hearing and has not explained its failure to attend to the satisfaction of the adjudicator, the adjudicator may proceed with the hearing *ex parte* after giving the party failing to attend such notice as thought fit.

### 8.7 Determination of Redress

- 8.7.1 In determining the Redress for any Approved Ancillary Claim the adjudicator must apply the principle that the Ancillary Claimant is entitled to full compensation in respect of the Approved Ancillary Claim and, in applying that principle to determine Redress relating to damage to land, the outcome will be either:
- (a) the restoration of the land to a condition which enables the Ancillary Claimant to use and enjoy the land to, as nearly as reasonably possible, the same extent as prior to the commencement of the works undertaken on the land as part of the construction of the Turangi Township and the Tongariro Power Development Scheme; or
  - (b) payment of the reasonable cost of such restoration.
- 8.7.2 In applying the principle in *clause 8.7.1* the adjudicator must, without limiting the factors to be taken into account, have regard to:

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## ANCILLARY CLAIMS DEED

- (a) for any claim for remedial action, the diminution in value of the Ancillary Claimant's property as a result of works undertaken on the Ancillary Claimant's land in the construction of the Turangi Township or the Tongariro Power Development Scheme;
- (b) the Redress agreed between the Crown and Ancillary Claimants in any Settled Ancillary Claims (excluding the Crescent Reserve Claim) and claims previously compensated for by the Crown relating to the construction of the Turangi Township or the Tongariro Power Development Scheme;
- (c) any related claims and, where different Ancillary Claimants of any related claims seek different Redress, determine Redress which:
  - (i) is practicable for any related claims; and
  - (ii) is consistent with those related claims which are Settled Ancillary Claims or where the Crown and the Ancillary Claimant have agreed or determined the Redress; and
  - (iii) can be implemented on a timetable in conjunction with any related claims which are not Settled Ancillary Claims;
- (d) where appropriate, any proposals the Crown may have in place for the management of Turangi Township community issues (including the Crown's proposal for managing the clearance of the drains related to the diversion of the Hangarito Stream) and determine Redress which is consistent with those proposals;
- (e) the most cost effective method in which the Crown may undertake rectification works.

8.7.3 Without limiting the type of Redress which the adjudicator may impose, the adjudicator must only determine the Redress having regard to the extent of the relief sought as set out in column 4 of the Schedules;

8.7.4 Notwithstanding any other provision in this Deed, the Redress for the Crescent Reserve Claim will include an obligation by the Crown to introduce legislation which revokes the reserve status of the land subject to the Crescent Reserve Claim and vest that land free of that status in the relevant former owner(s).

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**8.8 Limits on adjudicator's jurisdiction**

The adjudicator shall not:

- (a) have the authority to re-open any Settled Ancillary Claim or any claim previously compensated for under the Public Works Act 1981 (or any predecessor enactment) unless the relevant Approved Ancillary Claim is specifically brought for that purpose;
- (b) have any authority to reopen any matter settled under the Deed of Settlement;
- (c) consider whether the Ancillary Claimant has been properly compensated in respect of other matters not claimed.

**8.9 Types of Redress not available**

8.9.1 For the avoidance of doubt the parties acknowledge that:

- (a) notwithstanding the description of the relief sought as set out in the Schedules the Crown cannot bind State-Owned Enterprises, local authorities or any other third parties which are not government departments to any Redress.
- (b) the Redress will not include any remedial action which obliges the Crown to promote any legislation.

**8.10 Delivery of Determination**

The adjudicator:

- (a) must give his or her determination as soon as practicable (but within 28 days of receiving all submissions under *clause 8.4* or within any further period that the parties agree on); and
- (b) must in addition, give reasons for his or her determination.

**8.11 Parties bound by adjudicator's determination**

The parties agree to be bound by the adjudicator's determination and agree that the adjudicator's determination will be final, subject to the Arbitration Act 1996, provided that either party may appeal the decision on any question of law.

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**8.12 Arbitration Act 1996**

Any matter to be resolved through the Dispute Resolution Process set out in this clause shall be subject to the Arbitration Act 1996.

**8.13 Variation of Procedure**

The parties may, by writing signed by or on behalf of each party, vary the Dispute Resolution Process set out in this *clause 8* in respect of any Existing Ancillary Claim which is not a Settled Ancillary Claim.

**8.14 Costs**

8.14.1 Where any matter is required by either party to be resolved through the Dispute Resolution Process under this *clause 8* each party shall pay its own costs of representation including the costs of any witnesses which it may call at any hearing.

8.14.2 Subject to clause 8.14.1 in the case of any matters which the parties require to be resolved through the Dispute Resolution process under clause 5.3 the costs of the adjudication, including the cost of the adjudicator, any venue hired for any hearing and any independent third party involvement at the request of the adjudicator, shall be paid by the Crown.

8.14.3 Subject to clause 8.14.1, in the case of any matter which the parties require to be resolved through the Dispute Resolution Process under clause 7.5, if the adjudicator awards Redress which is substantially the same as the Redress proposed by one of the parties, the costs of the adjudication, including the cost of the adjudicator, any venue hired for any hearing and any independent third party involvement at the request of the adjudicator, shall be paid by the other party. Otherwise the adjudicator shall determine how the costs shall be borne between the parties on the basis that costs shall be apportioned having regard to the proximity of the Redress determined by the adjudicator to the positions adopted by the parties.

**9 EXECUTION OF DEED ACKNOWLEDGING SETTLEMENT OF EXISTING ANCILLARY CLAIM****9.1 Settled Ancillary Claims fully and finally settled**

The Ancillary Claimants acknowledge that where any Existing Ancillary Claim becomes a Settled Ancillary Claim under any of *clauses 5.5, 7.10 or 7.11.2* the Settled Ancillary Claim is fully and finally settled.

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## 9.2 Deed of Acknowledgement

9.2.1 The Crown will require the Ancillary Claimant of any Settled Ancillary Claim to execute a deed acknowledging full and final settlement of any Settled Ancillary Claim (called a *Deed of Acknowledgement*).

9.2.2 The Crown will prepare the Deed of Acknowledgement. The Ancillary Claimant shall execute the Deed of Acknowledgement within one month of being presented with execution copies by the Crown.

## 10 LETTERS

### 10.1 How letters are to be addressed:

Except as expressly provided in this Deed, any letter, notice or other communication given under this Deed to a party must be in writing and addressed to that party at the address or facsimile number from time to time notified by that party in writing to the other party. Until any other address or facsimile number of a party is notified, the address for each Ancillary Claimant will be as set out in Schedule 4. The address and facsimile number for the Crown will be as follows:

*Crown:* Land Information New Zealand  
Level 11, Lambton House  
160 Lambton Quay  
Crown Property Contracts  
Private Box 5501  
Wellington

Fax: (04) 460 0590

### 10.2 Delivery

Delivery may be effected by hand, by post with postage prepaid, or by facsimile.

### 10.3 Delivered Letter

A letter or other communication delivered by hand will be deemed to have been received at the time of delivery. However, if the delivery is made after 5.00 p.m., or is made on a day which is a Saturday, Sunday or a public holiday, then the letter or other communication will be deemed to have been delivered on the next day (which is not one of those days).

### 10.4 Posted Letter

A letter or other communication delivered by pre-paid post will be deemed to have been received on the 2nd day after posting.

## ANCILLARY CLAIMS DEED

**10.5 Facsimile Letter**

A letter or other communication sent by facsimile will be deemed to have been received on the day of transmission. However, if the transmission is sent after 5.00 p.m., or on a day which is a Saturday, Sunday or a public holiday then the letter or other communication will be deemed to have been given on the next day (which is not one of those days) after the date of transmission.

**11 NO ASSIGNMENT**

Neither party may transfer or assign any rights or obligations in this Deed.

**12 NO BREACH OF DEED OF SETTLEMENT**

The parties acknowledge that a breach of this Deed shall not constitute a breach of the Deed of Settlement.

**13 NO FURTHER RECOURSE IN RESPECT OF EXISTING ANCILLARY CLAIMS**

For the avoidance of doubt the parties acknowledge that, in accordance with the Deed of Settlement the Settlement Legislation will remove the jurisdiction of the courts, the Waitangi Tribunal and any other tribunal in respect of any Existing Ancillary Claim, except for any matter concerning the implementation or interpretation of this Deed.

**14 ENTIRE AGREEMENT**

This Deed records the entire agreement between the parties in respect of the process for settling Existing Ancillary Claims. It replaces all earlier negotiations, representations, understandings and agreements, whether oral or written, between the parties relating to the process for settling Existing Ancillary Claims.

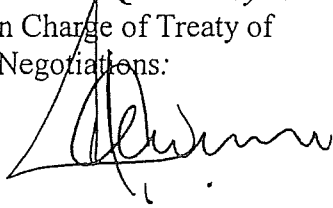
**15 COUNTERPARTS**

This Deed may be executed in any number of counterparts. Once a party has executed a counterpart, and each of the other parties has received a copy of the signed counterpart, that counterpart shall be deemed to be as valid and binding on the party executing it as if it had been executed by all the parties.

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## ANCILLARY CLAIMS DEED

Signed for and on behalf of **HER  
MAJESTY THE QUEEN** by the  
Minister in Charge of Treaty of  
Waitangi Negotiations:

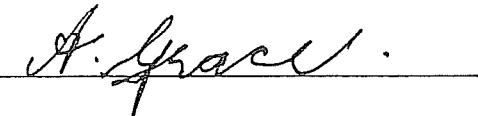


in the presence of:




Name: Shurou Cottrell  
Occupation: Public Servant  
Address: 9 Hauraki Street  
Wellington

Signed by **ARTHUR GRACE**



in the presence of:



Name: Arthur Tetakonga Smallman  
Occupation: Retired  
Address: 14 Rangipoi Place  
Turangi

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 ANCILLARY CLAIMS DEED
 

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Signed by **GAE CHAPMAN**

*Gae Chapman*

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in the presence of:

*A. Swallow*

---

Name: *Arthur Tetakonga Swallow*

Occupation: *Retired*

Address: *Turangi*

Signed by **DULCIE GARDINER**

*D. Gardiner*

---

in the presence of:

*A. Swallow*

---

Name: *Arthur Tetakonga Swallow*

Occupation: *Retired*

Address: *Turangi*

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H. G.P.*

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 ANCILLARY CLAIMS DEED
 

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Signed by **EILEEN DUFF**

Eileen Duff

in the presence of:

A. Smallman

Name: Arthur Tetakingo Smallman

Occupation: Retired

Address: Turangi

Signed by **TUATEA SMALLMAN**

Tuatea Smallman

in the presence of:

A. Smallman

Name: Arthur Tetakingo Smallman

Occupation: Retired

Address: Turangi

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## ANCILLARY CLAIMS DEED

Signed by **BILL DUFF**

*Bill Duff*

in the presence of:

*AT Smallman*

Name: *Arthur Tetakonga Smallman*

Occupation: *Retired*

Address: *Jurangi*

Signed by **GEORGE KETU**

*G. Ketu*

in the presence of:

*AT Smallman*

Name: *Arthur Tetakonga Smallman*

Occupation: *Retired*

Address: *Jurangi*

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 ANCILLARY CLAIMS DEED
 

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Signed by **JOHN ASHER**

John Asher.

in the presence of:

A. Suralana

Name: Arthur Lelokonga Suralana

Occupation: Retired

Address: Turangi

Signed by **KAHU TE RANGI**

K. M. Ranghi

in the presence of:

A. Suralana

Name: Arthur Lelokonga Suralana

Occupation: Retired

Address: Turangi

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 ANCILLARY CLAIMS DEED
 

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Signed by **JOE ERU**

J. H. Eru

in the presence of:

A. S. Swallenau

Name: Arthur Selokinga Swallenau

Occupation: Retired

Address: Juragu

Signed by **KEPA PATENA**

K. Patena

in the presence of:

Peter O'Dea

Name: Peter O'Dea

Occupation: Services

Address: Hawron

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ANCILLARY CLAIMS DEED

Signed by VIRGINIA CHURCH

*[Signature]*

in the presence of:

*[Signature]*

Name: *Arthur Leto Kongo Suallewa*

Occupation: *Retired*

Address: *Jurugi*

Signed by KATARAINA PITIROI

*[Signature]*

in the presence of:

*[Signature]*

Name: *Arthur Leto Kongo Suallewa*

Occupation: *Retired*

Address: *Jurugi*

*[Handwritten initials/signature]*

## ANCILLARY CLAIMS DEED

Signed by RANGI DOWNES

Rangi Downes

in the presence of:

A. Suralamal

Name: Arthur Lito Konga Suralamal

Occupation: Retired

Address: Turangi

Signed by DAPHNE HALLETT

D. Hallett

in the presence of:

A. Suralamal

Name: Arthur Lito Konga Suralamal

Occupation: Retired

Address: Turangi

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## SCHEDULES OF ANCILLARY CLAIMS

This guide explains how to interpret the details in the Schedules.

### Column 1

This identifies each Existing Ancillary Claim by a claim number given to the Existing Ancillary Claim by the Crown.

### Column 2

This column sets out the name of the person who is defined in this Deed as the Ancillary Claimant and who is the person authorised to enter into this Deed on behalf of all persons having an interest in the relevant Existing Ancillary Claim.

### Column 3

Column 3 sets out background information on the alleged acts or omission by the Crown in the construction of the Turangi Township or the Tongariro Power Development Scheme giving rise to the Existing Ancillary Claim. The parties acknowledge that the information in this column is inserted on a “without prejudice” basis.

### Column 4

This column sets out the relief sought by the Ancillary Claimant in respect of the Existing Ancillary Claim.

### Column 5

This column sets out progress in settling each Existing Ancillary Claim.

### Column 6

This column sets out the date by which the Crown will deal with each Existing Ancillary Claim. The key to the codes used in this column are:

- A means the Crown will begin or continue dealing with the Existing Ancillary Claim within six months after the date of the Deed;
- B means the Crown will begin or continue dealing with the Existing Ancillary Claim within twelve months after the date of the Deed;
- C means the Crown will begin or continue dealing with the Existing Ancillary Claim, on a date twelve months after the date of this Deed. The Crown will give a letter to the Ancillary Claimant within twelve

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ANCILLARY CLAIMS DEED

months of the date of this Deed saying what that date is. That date will not be later than 18 months after the date of this Deed.

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SCHEDULE 1

APPROVED ANCILLARY CLAIMS

Claim No.	Ancillary Claimant	Background to Claim	Relief Sought	Progress in Settling Claim	Date Code
6	Dulcie Gardiner for all persons interested in Waipapa 2A2D.	MOW took 130,000m <sup>2</sup> of pumice from Ancillary Claimant's Land (Waipapa 2A2D Block) for roading and construction. No compensation was paid at the time. Ancillary Claimant's land was not reinstated.	<ul style="list-style-type: none"> <li>• Compensation for pumice removed.</li> <li>• Compensation loss of site.</li> <li>• Reinstatement of land or compensation in lieu of reinstatement.</li> </ul>	<p>Terms of settlement agreed in part with Ancillary Claimants:</p> <ul style="list-style-type: none"> <li>• \$136,220 for pumice removed (paid July 1998 and Deed of Acknowledgement signed).</li> <li>• Trustees have accepted compensation of \$10,000 for loss of site. This amount is yet to be paid.</li> </ul> <p>Crown has also offered \$13,780 for reinstatement work. Ancillary Claimants have queried how this amount was derived.</p>	A

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ANCILLARY CLAIMS DEED

Claim No.	Ancillary Claimant	Background to Claim	Relief Sought	Progress in Settling Claim	Date Code
7	Dulcie Gardiner for all persons interested in Tokaanu B2D2.	MOW gazetted land known as Tokaanu B2D2 Block for use in power development. Agreement never reached on compensation. Part of land now surplus to Crown requirements.	<ul style="list-style-type: none"> <li>Return of surplus land.</li> </ul>	Crown investigating Redress. Section 40 Public Works Act 1981 clearance obtained.	A
13 & 20	Eileen Duff for Rea and Hingaia Families and Tuatea Smallman for Titari and Rangipoia Families.	Land on and adjacent to the Tongariro River floodplain was taken for Turangi township, but never used for that purpose. Instead, without consultation, it was declared a recreation reserve.	<ul style="list-style-type: none"> <li>Return of Reserve.</li> </ul>	Crescent Reserve. The Department of Conservation, the Taupo District Council and Ngati Turangitukua are entering into a Heads of Agreement to return the Crescent Reserve to certain Ngati Turangitukua families. The agreement also provides for a joint management plan for the reserve, the creation of stormwater and sewer easements, and public access across the reserve to the river.	A

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ANCILLARY CLAIMS DEED


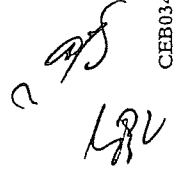
Claim No.	Ancillary Claimant	Background to Claim	Relief Sought	Progress in Settling Claim	Date Code
22	Bill Duff for all persons interested in Waipapa 1K.	MOW constructed electricity sub-station on part of Waipapa 1K Block without consent of Ancillary Claimants. Compensation not paid. Land not gazetted.	<ul style="list-style-type: none"> <li>• Compensation for past use.</li> <li>• Lease to King Country Energy for continued use of land.</li> </ul>	Previous agreement with Ancillary Claimants representative for the Crown to purchase land for \$46,000.00 (constituting \$36,000 compensation and \$10,000 for legal costs) not ratified by Ancillary Claimants as Ancillary Claimants wish to retain ownership of land. Funding still in Ancillary Claimants' former solicitors' trust account. Crown now to renegotiate Redress with Ancillary Claimants.	C

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ANCILLARY CLAIMS DEED

Claim No.	Ancillary Claimant	Background to Claim	Relief Sought	Progress in Settling Claim	Date Code
23	Bill Duff for all persons interested in Waikapa 1K.	MOW erected two high voltage power lines from substation on Waipapa 1K Block. Ancillary Claimants claim use of the land has been restricted with presence of power lines.	<ul style="list-style-type: none"> <li>Place power lines underground, or shift power lines to boundary of SH41.</li> <li>Compensation for presence of powerlines.</li> </ul>	Terms of Redress under investigation. Quotes being obtained to quantify costs of claim.	B
24	Bill Duff for all persons interested in Waipapa 1K.	MOW dumped rocks and gravel on Ancillary Claimant's property in the course of constructing State Highway 41 and realigning the Hangarito Stream.	<ul style="list-style-type: none"> <li>Removal of rocks and repasturisation.</li> </ul>	Terms of Redress agreed with Ancillary Claimants. Redress being implemented and nearing completion. Crown has removed rocks and gravel and regrassed 3 hectares. Pile of rocks from the removal still to be cleared and resowing of grass required in some places.	A


  

  
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ANCILLARY CLAIMS DEED

Claim No.	Ancillary Claimant	Background to Claim	Relief Sought	Progress in Settling Claim	Date Code
31	George Ketu for all persons interested in Waipapa 2A2C2.	State Highway 41 constructed through middle of Ancillary Claimant's land. As part of diversion of Hangarito Stream a drain was dug along side of State Highway 41 through Ancillary Claimant's property. Ancillary Claimant has no access to half of land because of drain.	<ul style="list-style-type: none"> <li>Access across drain to balance of Ancillary Claimant's property (Waipapa 2A2C2 block).</li> </ul>	Terms of Redress agreed with Ancillary Claimant. Crown has agreed to construct access during clear up process of Hangarito Stream. Related to claims 39, 45 and 46.	B
32	George Ketu for all persons interested in Waipapa 2A2C2.	MOW used Ancillary Claimant's land to stockpile metal and mix concrete for Tokaanu Power Station. Crown failed to remove concrete pads and metal in ground. As a result of damage to land, use of land restricted.	<ul style="list-style-type: none"> <li>Removal of stockpile including concrete foundations.</li> <li>Removal of hillock.</li> <li>Restoration of land, including repasturisation.</li> </ul>	Redress agreed with Ancillary Claimant. Redress being implemented. Deep ripping completed to remove concrete foundations. Ploughing and cultivating to be completed to remove remaining metal, to be followed by fertilising and sowing area in grass. Crown investigating means of removing hillock.	A

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ANCILLARY CLAIMS DEED

Claim No.	Ancillary Claimant	Background to Claim	Relief Sought	Progress in Settling Claim	Date Code
39	John Asher for all persons interested in Waipapa 1J2B.	MOW diverted Hangarito Stream along drain alongside State Highway 41. Crown has not maintained the drain resulting in build up of silt and flooding into adjacent properties.	<ul style="list-style-type: none"> <li>Maintenance of drain and burying drain to reduce flooding.</li> </ul>	Crown investigating Redress having regard to the Crown's proposal to clear all the drains related to diversion of the Hangarito Stream and possibly transfer management of drains to local council. Related to claims 45 and 46.	A
45	Arthur Grace for all persons interested in Waipapa 1J1 and 1J2A	As for claim 39. Flooding of Hangarito Stream on Waipapa 1J1 and Waipapa 1J2A resulting from contouring of land and township development.	<ul style="list-style-type: none"> <li>Abatement of flooding.</li> </ul>	As for claim 39. Related to claims 39 and 46.	A
46	Arthur Grace for all persons interested in Waipapa 1J1 and Waipapa 1J2A.	As for claim 39.	<ul style="list-style-type: none"> <li>Maintenance of drain along SH41.</li> <li>Identify agency for future maintenance of drains.</li> </ul>	As for claim 39. Related to claims 39 and 45.	A



ANCILLARY CLAIMS DEED

Claim No.	Ancillary Claimant	Background to Claim	Relief Sought	Progress in Settling Claim	Date Code
50	Arthur Grace for all persons interested in Ohuanga North 5B1F (known as Kawakawa Farm).	Seton contractors' camp on Kawakawa land not restored to farm land prior to return to owners.	<ul style="list-style-type: none"> <li>Restoration of land including removal of metal and rubbish, cover with topsoil, repasturisation/replanting.</li> </ul>	<p>Crown cleared scrub, removed concrete pad, deep ripped soil and completed some fencing. Ancillary Claimants planted trees but trees are growing poorly. There is a lot of metal remaining in the ground and no topsoil. Rubbish from clearing the land still remains on the land. Ancillary Claimants do not accept restoration work is complete. Related to claims 49, 49a and 50a.</p>	A

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ANCILLARY CLAIMS DEED

Claim No.	Ancillary Claimant	Background to Claim	Relief Sought	Progress in Settling Claim	Date Code
51	Arthur Grace for all persons interested in Ohuanga North 5B1F (known as Kawakawa Farm).	Crown constructed an accessway over Ancillary Claimant's land (Tukehu Street extension) in order to give Taupo District Council and Telecom access to technical sites on adjoining land. Road not legalised and compensation not paid.	<ul style="list-style-type: none"> <li>• Formalisation of rights of way (easement).</li> <li>• Compensation for past and future use of road.</li> </ul>	Crown has investigated Redress options and presented proposed Redress to Ancillary Claimant. Crown and Ancillary Claimant negotiating Redress.	A
68	Dulcie Gardiner for all persons interested in Waipapa 2A2D.	Part Waipapa 2A2D (formerly Part Waipapa 2A2) was taken for road to form State Highway 47. No compensation paid.	<ul style="list-style-type: none"> <li>• Compensation for taking of land.</li> </ul>	Crown investigating Redress.	A

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ANCILLARY CLAIMS DEED

Claim No.	Ancillary Claimant	Background to Claim	Relief Sought	Progress in Settling Claim	Date Code
4 & 72	Dulcie Gardiner for all persons interested in Tokaanu BIG1	Land being Tokaanu BIG1 taken and gazetted for electricity purposes. Part of land now forms the tailrace outlet for the Tokaanu Power Station. No compensation paid. Part of land now surplus to Crown requirements (being land not forming part of tailrace).	<ul style="list-style-type: none"> <li>• Compensation for land taken for tailrace which is not surplus, and for past use of surplus land.</li> <li>• Return of surplus land.</li> <li>• Access across drain between balance of Tokaanu BIG1 Block and surplus land.</li> </ul>	Crown investigating Redress. Section 40 Public Works Act 1981 clearance obtained for surplus land.	A
77	Bill Duff for all persons interested in Waipapa 1K	4 acres of Ancillary Claimant's land was used in realignment SH41. Formally gazetted and Ancillary Claimant compensated. Some of land still required for public work. Some of land surplus.	<ul style="list-style-type: none"> <li>• Return of surplus roadside land.</li> <li>• Clearance of scrub and repasturisation of land returned.</li> </ul>	Terms of Redress agreed with Ancillary Claimant subject to Transit New Zealand's approval. Related to claim 77a.	A

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ANCILLARY CLAIMS DEED

SCHEDULE 2

PENDING ANCILLARY CLAIMS

Claim No.	Ancillary Claimant	Background to Claim	Relief Sought	Status of Claim	Date Code
6a	Dulcie Gardner for all persons interested in Waipapa 2A2D.	28.32 hectares Ancillary Claimant's land (Waipapa 2A2D) adjoins land subject to Claim 32. MOW used Ancillary Claimant's land as a stockpile site and for uses associated with a metal crushing plant. Crown failed to remove concrete and metal in ground. As a result of damage to land, use of land restricted.	<ul style="list-style-type: none"> <li>• Clearance of concrete, metal and other rubbish.</li> <li>• Clearance of scrub and weeds and repasturisation.</li> <li>• Drainage of swamps and clearance of concrete drains or removal of concrete drains if they are unnecessary.</li> <li>• Access across concrete drains if drains cannot be removed.</li> <li>• Compensation for past restriction of use.</li> </ul>	Crown to start investigating Liability.	C

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ANCILLARY CLAIMS DEED

Claim No.	Ancillary Claimant	Background to Claim	Relief Sought	Status of Claim	Date Code
8	Kahu Te Rangi for all persons interested in Part Waipapa 1D2B and Tokaanu B1H.	Stopbank constructed on land to protect sewage treatment works. Land now subject to flooding and degraded.	<ul style="list-style-type: none"> <li>• Compensation in respect of loss of use of land.</li> <li>• Works to abate flooding on riverside of stopbank.</li> <li>• Restoration of land for productive use including grassing and fencing.</li> </ul>	Crown is investigating Liability. Related to Claim 8a.	B
8a	Kahu Te Rangi for all persons interested in Part Waipapa 1D2B and Tokaanu B1H.	See Claims 8 and 9. Degradation of land on land side of stopbank.	<ul style="list-style-type: none"> <li>• Compensation for degradation of Ancillary Claim's land due to construction of stopbank and sewer line.</li> </ul>	Crown to start investigating Liability. Related to Claims 8 and 9.	B
9	Kahu Te Rangi for all persons interested in Part Waipapa 1D2B and Tokaanu B1H.	MOW built sewer line through Ancillary Claimant's land. Crown paid compensation for injurious affection including an easement for the sewer line to lessee not owners. Site not restored after construction of sewer line. No easement ever entered into.	<ul style="list-style-type: none"> <li>• Relocation of sewer line.</li> <li>• Compensation for occupation of land by sewer.</li> </ul>	Crown investigating Liability.	A

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 [Signature]  
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ANCILLARY CLAIMS DEED

Claim No.	Ancillary Claimant	Background to Claim	Relief Sought	Status of Claim	Date Code
10	Kahu Te Rangi for all persons interested in Part Waipapa 1D2B.	Metal extracted from Ancillary Claimants' land. Ancillary Claimants allege compensation inadequate due to underestimation of metal extracted. Compensation only accepted due to extraordinary family circumstances and because disputing amount would be too expensive.	<ul style="list-style-type: none"> <li>Reassessment of amount of metal taken from land and amount of compensation paid.</li> </ul>	Crown investigating Liability. Related to Claim 10a.	A
10a	Kahu Te Rangi for all persons interested in Part Waipapa 1D2B.	See claim 10. Topsoil and metal removed from Part Waipapa 1D2B Block and land not restored. Sand and metal dumped on land.	<ul style="list-style-type: none"> <li>Clearance of land and restoration of land to pasture.</li> <li>Compensation for loss of use.</li> </ul>	Crown investigating Liability. Related to Claim 10.	A
24a	Bill Duff for all persons interested in Waipapa 1K.	Paper road runs alongside eastern boundary of Ancillary Claimant's land.	<ul style="list-style-type: none"> <li>Return of road to Ancillary Claimant.</li> <li>Construction of fence along Waipapa 1K boundary or paper road boundary.</li> </ul>	Crown to investigate Liability.	B
24b	Bill Duff for all persons interested in Waipapa 1K.	Same background as Claim 24 but relates to further area of same property.	<ul style="list-style-type: none"> <li>Restoration of land, including removal of rocks and repasturisation.</li> </ul>	Crown to investigate Liability. Related to Claim 24.	B

ANCILLARY CLAIMS DEED

Claim No.	Ancillary Claimant	Background to Claim	Relief Sought	Status of Claim	Date Code
32a	George Ketu for all persons interested in Waipapa 2A2C2.	Same background as Claim 32.	<ul style="list-style-type: none"> <li>• Compensation for use of Ancillary Claimant's land by MOW.</li> <li>• Compensation for loss of use from time MOW vacated land as Crown did not restore land.</li> </ul>	Crown to investigate Liability. Related to Claim 32.	C
49a	Arthur Grace for all persons interested in Ohuanga North 5B1F (known as Kawakawa Farm) and Waipapa 1M.	Topsoil removed from Kawakawa Farm and Waipapa 1M without compensation being paid.	<ul style="list-style-type: none"> <li>• Compensation for removal of topsoil.</li> </ul>	Crown to investigate Liability.	C
50a	Arthur Grace for all persons interested in Ohuanga North 5B1F (known as Kawakawa Farm).	Claims 49 and 50 do not address compensation for loss of productive capacity. Sought for the period prior to restoration work being done as well as compensation because land was not restored to its original condition.	<ul style="list-style-type: none"> <li>• Compensation for loss of productive capacity in respect of land covered under Claims 49 and 50.</li> </ul>	Crown to investigate Liability. Related to Claims 49 and 50.	C

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ANCILLARY CLAIMS DEED

Claim No.	Ancillary Claimant	Background to Claim	Relief Sought	Status of Claim	Date Code
64	Gae Chapman, Bill Duff and Joe Eru for all persons interested in the Waipapa Block and Tokaanu Block properties along the southern side of Hirangi Road from Part Waipapa 1J2B and 1J4 to State Highway 41 excluding Part Waipapa 2A2C2 and Waipapa 2A2C1.	Construction of SH 41, diversion of Hangarito Stream and subsequent lack of maintenance of stream has resulted in flooding to the Ancillary Claimants' properties along the southern side of Hirangi Road.	<ul style="list-style-type: none"> <li>Abatement of flooding.</li> </ul>	Crown investigating Liability. Related to Claims 39, 45 and 46.	C
65	George Ketu for all persons interested in Waipapa 2A2C1 and Waipapa 2A2C2.	As for Claim 64 but in respect of Ancillary Claimant's land known as 2A2C1 and 2A2C2 Blocks.	<ul style="list-style-type: none"> <li>As for Claim 64.</li> </ul>	Crown investigating Liability. Related to Claims 39, 45 and 46.	C
77a	Bill Duff for all persons interested in Waipapa 1K.	Refer to Claim 77.	<ul style="list-style-type: none"> <li>Compensation for land taken for SH 41 and Atirau Road.</li> <li>Compensation for loss of use of roadside land the subject of Claim 77.</li> </ul>	Crown to investigate Liability. Related to Claim 77.	C

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ANCILLARY CLAIMS DEED

Claim No.	Ancillary Claimant	Background to Claim	Relief Sought	Status of Claim	Date Code
77b	George Ketu for all persons interested in Waipapa 2A2C2, Kepa Patena, Virginia Church, Kataraina Pitiroi and Rangi Downes for all persons with an interest in Tokaanu B2C2B2, B2C3B, B2B3 and B2C1.	MOW constructed SH41 on Ancillary Claimants' land. Compensation not paid. Land not gazetted.	<ul style="list-style-type: none"> <li>• Compensation for land taken by Crown.</li> </ul>	Crown to investigate Liability.	C

*[Handwritten signatures]*

SCHEDULE 3

SETTLED ANCILLARY CLAIMS

Claim No.	Claimant	Background to Claim	Details of Claim	Settlement Details
30	Daphne Hallett for Hallett family	Mrs Hallett's dwelling was damaged in 1965 while being relocated to make way for the realignment of SH1 at Turangi. Deterioration has occurred because Crown failed to repair the damage.	<ul style="list-style-type: none"> <li>Repairs and painting of house or purchase of replacement house.</li> </ul>	Crown compensated Ancillary Claimant. Settled in October 1998. The Ancillary Claimant acknowledges that a Deed of Acknowledgement recording settlement of this claim has been signed by H J Hoko, TC Butler and T H R Hallett
42	Gae Chapman for all persons interested in Hirangi Road properties	Realignment of SH41 and diversion of Hangarito Stream has disrupted boar water supply and drainage patterns. Ground water banks up resulting in pollution of wells.	<ul style="list-style-type: none"> <li>Connection to reticulated water supply.</li> </ul>	Crown connected Ancillary Claimants to Turangi Township Water supply. Redress completed in June 1998.

*[Handwritten signatures and initials]*

ANCILLARY CLAIMS DEED

Claim No.	Claimant	Background to Claim	Details of Claim	Settlement Details
49	Arthur Grace for all persons interested in Ohuanga North 5B1F (known as Kawakawa Farm).	A MOWD contractors' camp (Downer Site) on Kawakawa farm was not cleared and restored prior to return.	<ul style="list-style-type: none"> <li>Reinstatement of land.</li> </ul>	<p>Settled in July 1995.</p> <p>The Ancillary Claimants carried out rehabilitation work itself. The Crown reimbursed Ancillary Claimants \$3000 for the development costs associated with reinstating the land.</p> <p>Related to Claim 49a, 50 and 50a.</p>
52	Arthur Grace for all persons interested in Ohuanga North 5B1F (known as Kawakawa Farm)	MOW altered the course of the Kaharau Stream and re-sited the fence between Kawakawa land and Waipapa IM Block.	<ul style="list-style-type: none"> <li>Rectification of northern boundary between the Ohuanga North 5B1F and Waipapa 1M Blocks on the Kawakawa farm in accordance with the Maori land plan.</li> </ul>	Settled in July 1996.

*[Handwritten signatures and initials]*

**SCHEDULE 4**

**ADDRESS FOR LETTERS FOR ANCILLARY CLAIMANTS**

Arthur Grace  
PO Box 158  
TURANGI

Gae Chapman  
PO Box 140  
TURANGI

Dulcie Gardiner  
PO Box 96  
TURANGI

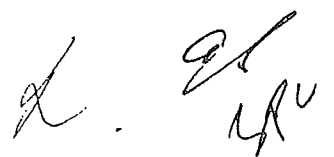
Eileen Duff  
7 Marotoa Grove  
TURANGI

Tuatea Smallman  
73 Maria Place  
TURANGI

Bill Duff  
7 Marotoa Grove  
TURANGI

George Ketu  
3 Te Rewha Grove  
TURANGI

John Asher  
PO Box 27  
TURANGI





Kahu Te Rangi  
35 Takinga Street  
TURANGI

Joe Eru  
102 Tautahanga Road  
TURANGI

Kepa Patena  
Waihi-Pukawa Station  
State Highway 41  
RD1  
TURANGI

Virginia Church  
Te Hei Place  
TURANGI

Kataraina Pitiroi  
C/- Te Rangiita Post  
Office/Store  
TURANGI

Rangi Downes  
PO Box 87  
TURANGI


Daphne Hallett  
34 Taupahi Road  
TURANGI


*A* *9/1*  
*LRU*

**ACKNOWLEDGEMENT OF NGĀTI TŪRANGITUKUA**

NGĀTI TŪRANGITUKUA acknowledge that this Ancillary Claims Deed entered into between Her Majesty the Queen acting by and through the Minister in charge of Treaty of Waitangi negotiations and Arthur Grace, Gae Chapman, Dulcie Gardiner, Eileen Duff, Tuatea Smallman, Bill Duff, George Ketu, John Asher, Kahu Te Rangi, Joe Eru, Kepa Patena, Virginia Church, Kataraina Pitiroi, Rangi Downes and Daphne Hallett is the Ancillary Claims Deed negotiated between the Crown and the Ancillary Claimants in satisfaction of the Crown's obligations under section 8 of the Deed of Settlement between the Crown and Ngāti Tūrangitukua dated 26 September 1998.

**SIGNED** for and on behalf of  
Ngāti Tūrangitukua by  
**MAHLON KAIRA NEPIA,**  
claimant in the presence of:


  
\_\_\_\_\_  
in the presence of:

  
\_\_\_\_\_

Name: *Arthur Setakanga Smallman*

Occupation: *Retired*

Address: *Turangi*



SIGNED for and on behalf  
of Ngāti Tūrangitukua by  
**ARTHUR LANCASTER TE  
TAKINGA GRACE** as  
Chairperson of the Ngāti  
Tūrangitukua Maori Committee  
in the presence of:

A. T. Grace.

in the presence of:

A. J. Smallwood

Name: *Arthur Tetakonga Smallwood*

Occupation: *Retired*

Address: *Turanga*

*4 GRU*