

*Terms of Negotiations:*

*Pouakani Claims*

## **Recital A**

1. This document records:
  - i) The agreement of the Crown, and of the Pouakani Negotiators on behalf of the Pouakani people, to the terms on which they enter into formal negotiations for the settlement of the Pouakani claim;
  - ii) The Crown's acceptance that the necessary preconditions for negotiations have been met by the Pouakani people;
  - iii) Agreements between the Pouakani Negotiators and the Crown as to the terms applying to the negotiations process;

## **Recital B**

2. The Pouakani claim was lodged with the Waitangi Tribunal on 27 March 1987 by John Hanita Paki on behalf of himself, the trustees and the beneficial owners of the lands in the Titiraupenga and Pouakani B9B Trusts. The claim concerned the creation of the original Pouakani Block and its internal subdivisions.
3. In 1989 the Waitangi Tribunal heard the Pouakani claim at Te Papa o te Aroha Marae and the conference room of the Timberlands Hotel, Tokoroa. The Tribunal produced its report, the *Pouakani Report*, in 1993.
4. Following the release of the Tribunal's report, Mr Paki filed an application to the Chief Judge of the Maori Land Court pursuant to section 45 of Te Ture Whenua Maori Act 1993, concerning the western boundary of the Pouakani Block.
5. In December 1996 Judge Isaac of the Maori Land Court issued a decision in favour of Mr Paki. The Court adjourned the application sine die to permit the parties to negotiate, or to seek any further Orders with regard to the application.
6. In December 1997 Cabinet accepted the Pouakani Deed of Mandate, which authorised the Pouakani Negotiators to enter into negotiations with the Crown for a full and final settlement of the Pouakani claim.
7. The Pouakani Negotiators and the Crown have been in consultation since that time, and have agreed to enter formal negotiations in good faith.

## **Acceptance of the claim for negotiations**

8. The Crown and the Pouakani Negotiators agree that:
  - i) The term "Pouakani people" is not a tribal or hapu name, and shall mean the descendants of all the hapu – Ngati Wairangi, Ngati Moe, Ngati Korotuohu, Ngati Ha, Ngati Hinekahu and Ngati Rakau – who were listed as owners in the various subdivisions of the Pouakani Block, whether or not all members of the relevant hapu were so listed.
  - ii) The "Pouakani claim" is not a tribal claim in the usual sense. It comprises all the historical claims of the Pouakani people (including those referred to in the report of the Waitangi Tribunal titled "The Pouakani Report 1993"), together with all their grievances arising from acts or omissions of the Crown prior to 21 September 1992, whether or not the Crown has notice of any such grievance.



9. The Crown acknowledges that the Pouakani people have sought redress for their Treaty of Waitangi claim since 1987. The Crown hereby accepts the Pouakani claim for negotiation, in acknowledgement of the nature and significance of the breaches of the Treaty in respect of the Pouakani claim.
10. The Pouakani Negotiators acknowledge that the Crown's offer of redress will be based on the Crown's assessment of the nature and extent of the Treaty breaches that are the subject of the claim.
11. The Pouakani Negotiators and the Crown jointly record their readiness to negotiate a settlement of the Pouakani claim.

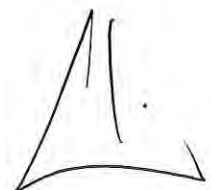
#### **Objectives of Negotiations**

12. The negotiations will be for a comprehensive, full and final settlement of the whole of the Pouakani claim.
13. The negotiations will aim to secure an agreement that will establish a continuing relationship between the Pouakani people and the Crown based on recognition of the principles of the Treaty of Waitangi in order to either prevent or rectify any future breaches of the Treaty.

#### **Scope of the Negotiations**

14. The Pouakani Negotiators and the Crown agree that the general scope of negotiations shall include discussion on:
  - i) The type, form and quantum of redress that is appropriate to settle the Pouakani peoples' grievances;
  - ii) Implementation issues including policy issues, legislation or legislative amendment, Orders in Council and other administrative actions which may be required to implement any agreements made between the Crown and the Pouakani people;
  - iii) Appropriate actions by the parties to ensure final settlement of the Pouakani claim once an agreement has been reached and ratified, such as the removal of all Treaty of Waitangi memorials placed on the titles of properties within the claim area.
  - iv) Other matters as may be agreed between the parties.
15. The Crown and the Pouakani Negotiators acknowledge that aspects of the Pouakani claim, for example, in respect of Pureora, Titiraupenga and the Waikato River, may impinge on wider Maori interests, and they agree to take into account any such interests in developing any redress relating to these aspects.
16. The Crown notes that some of the "unresolved disputes" set out in paragraph 5 of the Deed of Mandate are issues between the Pouakani people and a third party. Specifically:
  - The confiscation of a canoe by ECNZ;
  - A proposal by ECNZ to excavate the bed of the Waikato River without consultation.

These issues are out of the power of the Crown to resolve. It is possible that the negotiations could facilitate the resolution of these issues between the Pouakani people and ECNZ.



### **Form of negotiations**

17. The Pouakani Negotiators and the Crown agree that:

- i) This document does not bind either party to reach a settlement in respect of the Pouakani claim;
- ii) Agreements reached between the parties in respect of the whole or any part of the Pouakani claim will not be binding on either the Crown or the Pouakani people until embodied in a Deed of Settlement that must be ratified by the Pouakani people and the Government.
- iii) The Negotiations will be conducted in private and will remain confidential unless the parties agree otherwise.
- iv) The Negotiations will be on a “without prejudice” basis.

18. The Pouakani Negotiators agree that neither they nor the Pouakani people will pursue other avenues of redress while in formal negotiations with the Crown. The Crown acknowledges that, should the negotiations fail, the Pouakani Negotiators (and the Pouakani people) reserve the option of seeking redress through any other avenues open to them.

### **Negotiations Schedule**

19. The Pouakani Negotiators and the Crown agree to:

- i) Negotiate with the aim of agreeing on a Draft Deed of Settlement with all practicable speed;
- ii) Meet at venues to be agreed; and
- iii) Each pay their own costs in respect of travel and accommodation associated with negotiations.

### **Ratification of settlement and governance system**

20. The Crown and the Pouakani Negotiators agree that before any Deed of Settlement is ratified:

- i) there will be opportunities for the settlement proposal to be discussed, refined and endorsed by the Pouakani people;
- ii) the level of support for the settlement will be verified.

21. The Crown and the Pouakani Negotiators agree that before settlement assets can be transferred to the Pouakani people, the Crown will need to be satisfied that the proposed Governance system for the distribution and management of settlement resources has been or will be fairly and clearly presented to and endorsed by the Pouakani people.



SIGNED THIS

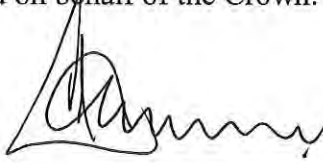
9<sup>th</sup>

DAY OF

June

1998

For and on behalf of the Crown:



Rt Hon Douglas Graham

Minister in Charge of Treaty of Waitangi Negotiations

For and on behalf of the Pouakani Negotiators:



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John Hanita Paki