



**TERMS OF NEGOTIATION FOR  
RANGITAANE O MANAWATU  
(WAI 182)**

**'WITHOUT PREJUDICE'**

---

**TERMS OF NEGOTIATION FOR  
RANGITAANE O MANAWATU CLAIM  
WAI 182**

**PURPOSE**

- 1 This document records:
  - a the objectives for the negotiations between the Crown and Rangitaane O Manawatu, who are represented by the mandated authority, Tanenuiarangi Manawatu Incorporated ("TMI");
  - b the procedures for direct negotiations;
  - c the general scope of the issues which the Crown and Rangitaane O Manawatu agree will be discussed during these negotiations;
  - d the Crown requirements for direct negotiations.
- 2 This document records the stated intentions of the Crown and TMI, including the intention to negotiate in good faith, but does not create a legal relationship and is not legally binding.

**BACKGROUND**

- 3 The Rangitaane O Manawatu claim WAI 182 concerns the claims by Rangitaane O Manawatu against the Crown for all and any breaches under the Treaty of Waitangi from 6 February 1840 – 21 September 1992.
- 4 The Crown accepts that there is a prima facie breach of the Treaty of Waitangi by the Crown in respect of some elements of Wai 182, and reserves its right to present a full response to the alleged breaches during negotiations.

**OBJECTIVES**

- 5 It is agreed by the Crown and TMI that the objectives of the negotiations are:
  - a to negotiate a fair, comprehensive, final and durable settlement of all the claims of Rangitaane o Manawatu up to 21 September 1992, including those detailed in Wai 182;
  - b to conduct the negotiations in good faith and in a spirit of co-operation, such that the negotiations and the resolution of grievances will restore and enhance the mana and tino rangatiratanga of Rangitaane O Manawatu and will restore and enhance the honour of the Crown;

A handwritten signature or set of initials, possibly 'A. K.', written in black ink. The signature is stylized and appears to be written over a faint, illegible stamp or text.

## ‘WITHOUT PREJUDICE’

---

- c to negotiate giving due recognition to the distinctive and unique characteristics of the Rangitaane O Manawatu claim; and
- d to achieve a settlement that provides a platform for a new and ongoing relationship between Rangitaane o Manawatu and the Crown based on the principles of the Treaty of Waitangi.

### CROWN AGREEMENTS

- 6 The Crown notes that Rangitaane o Manawatu has made allegations about the nature and extent of Crown wrongs said to be in breach of the Treaty of Waitangi and accepts that:
  - a TMI will negotiate on the principle of “*I riro whenua atu me hoki whenua mai* (land was taken and land should be returned)”;
  - b negotiations will proceed in accordance with the above principle to the extent that such land is accepted by both parties as a component of the settlement package and to the extent that such land is available for settlement purposes, but without limiting negotiations for other redress which might be available for settlement.
- 7 The Crown recognises that the claimant negotiators have been properly mandated by the claimant group in accordance with the Rangitaane O Manawatu Deed of Mandate, attached as Appendix One.

### TANENUIARANGI MANAWATU INCORPORATED AGREEMENTS

- 8 TMI agree that:
  - a cross claim issues need to be resolved before a Deed of Settlement can be concluded, and that redress may sometimes need to reflect the importance of an area or feature to other claimant groups;
  - b while in negotiations, Rangitaane o Manawatu will not pursue or initiate, before any court of tribunal, any proceedings covering all or part of the same subject matter as these negotiations.

### PROCEDURAL MATTERS

- 9 The Crown and TMI agree that:
  - a the claimants' negotiating team will consist of Mrs Ruth Harris, Mr Tanenuiarangi Te Awe Awe, Miss Danielle Harris and Mr Maurice Takarangi and other persons from time to time mandated pursuant to clause 5.4.1(c) of the Deed of Mandate. Experts may also attend negotiation meetings with prior notice of attendance;
  - b the Minister in Charge of Treaty of Waitangi Negotiations will be represented by the Chief Negotiator. The Chief Negotiator will head the Crown's negotiating team, which will include officials from the Office of Treaty Settlements, the Treasury, the

 2

## 'WITHOUT PREJUDICE'

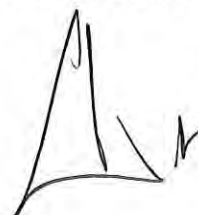
---

Department of Conservation, and the Crown Law Office (and experts if required). The membership of the Crown Team will be approved by Cabinet as part of the Crown Negotiating Brief;

- c the negotiation meetings will be chaired by the Crown and TMI on an alternate basis;
- d the negotiations will be held in private, will remain confidential unless agreed otherwise by both parties and will be on a "without prejudice" basis. Media statements concerning the progress of negotiations will be made jointly when mutually agreed upon by both parties and in accordance with the Communications Strategy attached as Appendix Two;
- e the Office of Treaty Settlements will be responsible for all administrative matters, including the taking of minutes and preparation of the agenda for each negotiation meeting. Both parties will be responsible for ensuring that the minutes of each negotiation meeting are accurate;
- f negotiation meetings will be convened as, when, and where agreed to by the parties;
- g appropriate internal consultation procedures must be followed before the ratification and signing of the Deed of Settlement. In the case of the Crown, all relevant departments and Crown agencies must be consulted, and in the case of TMI, Rangitaane O Manawatu must be consulted;
- h negotiations will be completed, and a Deed of settlement signed, on dates to be specified and agreed upon by both parties.

### SCOPE OF NEGOTIATIONS

- 10 The Crown and TMI agree that the general scope of negotiations shall include, but not necessarily be limited to:
- a the form of any Crown apology;
  - b the fiscal quantum of redress that is appropriate to settle all grievances of Rangitaane O Manawatu. If applicable, any accumulated rentals on Crown Forest land owing to Rangitaane o Manawatu are to be paid on top of the fiscal quantum for redress;
  - c the nature of any other redress, such as redress relating to natural resources;
  - d implementation issues and other administrative actions that may be required to implement any settlement, including the drafting of settlement legislation;
- and in doing so the settlement will enable:
- e settlement of all Rangitaane o Manawatu Treaty, common law, and aboriginal title claims against the Crown up until 21 September 1992;



## ‘WITHOUT PREJUDICE’

---

- f removal of any landbank in the claim area;
- g removal of resumptive memorials from the titles of land subject to the State-owned Enterprises Act 1986, the Railways Corporation Restructuring Act 1990 and the Education Act 1991 in the claim area;
- h removal of the application of the Crown Forest Assets Act 1989 within the claim area.

### GOVERNANCE STRUCTURE FOR SETTLEMENT ASSETS

- 11 TMI agree to indicate to the Crown that an appropriate legal structure endorsed by Rangitaane o Manawatu, which has transparent decision-making processes and is fully accountable to Rangitaane o Manawatu, will be in place prior to the transfer of any settlement assets.

### CLAIMANT FUNDING


- 12 TMI notes that the Crown makes a contribution to claimants’ negotiation costs, and that this contribution is paid in instalments for the achievement of specified milestones in the negotiation process.
- 13 TMI will, on a quarterly basis, provide the Crown with audited accounts for any claimant funding that it receives from the Crown for the purpose of negotiations.

### RATIFICATION

- 14 The Crown and TMI agree that no resolution reached by the negotiating teams will be binding on the Crown or Rangitaane o Manawatu until embodied in a formal Deed of Settlement that must, on the part of the Crown, be ratified and signed by the Crown, and on the part of TMI, be signed by the mandated negotiators and ratified by Rangitaane o Manawatu, and settlement legislation is enacted, if required.

### AMENDMENTS TO THE TERMS OF NEGOTIATIONS

- 15 The Crown and TMI acknowledge that it may be necessary to amend this document from time to time.
- 16 The Crown and TMI agree that all amendments to this document must be approved in writing by both parties.
- 17 The Crown and TMI agree that these terms of negotiations are accepted as executed by the parties.

 4

**'WITHOUT PREJUDICE'**

---

SIGNED this

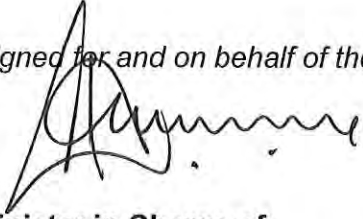
27<sup>th</sup>

day of

July.

1998

*Signed for and on behalf of the Crown*



**Minister in Charge of  
Treaty of Waitangi Negotiations**

*Signed for and on behalf of  
Rangitaane O Manawatu*



**Ruth Jacqueline Hera Harris QSM (JP)**  
Chief Executive and Principal Negotiator  
Tanenuiarangi Manawatu Incorporated

**Joseph Tanenuiarangi Larkins Te Awe Awe**

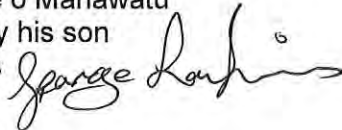
Ngati Hineaute Hapu

Negotiator

Te Mauri o Rangitaane o Manawatu

Signed on his behalf by his son

George Patrick Larkins



**Inia Barber Te Rangi**

Te Rangitepaia Hapu

Te Mauri O Rangitaane o Manawatu

Signed on his behalf by his son

Anthony Scott Te Rangi



**Tokatu Moana Te Rangi**

Te Rangiaranaki Hapu

Te Mauri O Rangitaane o Manawatu



**'WITHOUT PREJUDICE'**

---

**Rawinia Smith**  
Ngati Taurira (Rangitaurira) Hapu  
Te Mauri O Rangitaane o Manawatu

*R. Smith*

**Danielle Pikhula Harris LLB**  
Claims Manager and Negotiator  
Tanenuiarangi Manawatu Incorporated

*DPH*

**John Maurice Takarangi LLB**  
Claims Advisor Corporate and Negotiator  
Tanenuiarangi Manawatu Incorporated

*John Maurice Takarangi*

**Kararaina Te Wera Taite**  
Ngati Mairehau Hapu  
Te Mauri O Rangitaane o Manawatu

*K.T. Taite*

DEED OF MANDATE

FOR

TANENUIARANGI  
MANAWATU  
INCORPORATED

TO SETTLE

RANGITAANE O MANAWATU  
TREATY OF WAITANGI CLAIMS  
INCLUDING WAI 182



**1. Waitangi Claim Number**

**1.1 Wai 182**

1.1.1 Wai 182 was lodged with the Waitangi Tribunal on or about 20 December 1990 by Ruth Jacqueline Hera Harris for and on behalf of the descendants of the hapu of Rangitane O Manawatu with the support and assistance of Tanenuiarangi Manawatu Incorporated, the iwi authority for Rangitane O Manawatu in Palmerston North, Manawatu.

1.1.2 An amended statement of claim was lodged on 13 April 1993 with the Waitangi Tribunal incorporating in more detail the areas to be claimed. A copy of Wai 182 is enclosed as Appendix A.

**2. Claimants**

**2.1 Name:**

Tanenuiarangi Manawatu Incorporated

**2.2 Address:**

Tanenuiarangi Manawatu Incorporated  
PO Box 1341  
150 Maxwells Line  
Palmerston North

**Phone:** (06) 357-4197 **Fax:** (06) 355-1488

**3. Beneficiaries of Claim**

3.1 The beneficiaries of the claim are the descendants of the Rangitane O Manawatu hapu listed as follows:

- Ngati Hineaute
- Ngati Mairehau
- Te Rangiaranaki
- Ngati Taurira
- Te Rangitepaia

*Te Awe Awe*

*N.I.B.T. R.S. K.P.*

*JH2*

4. Takiwa

4.1 The takiwa of Rangitane in the Manawatu commences at the Southern bank at the mouth of the Rangitikei River at the Tasman Sea thence up that river to Orangipango thence eastwards in a straight line to Te Hekenga in the Ruahine Ranges thence Southwards along the summit of the Ruahine Ranges to continue along the summit of the Tararua Ranges to the peak of Taramea thence westward in a straight line to the mouth of the Manawatu River at the Tasman Sea thence Northwards along the coast to the commencement point at the mouth of the Rangitikei River. A map is attached as Appendix B to this deed showing the takiwa.

5. Authorised Organisation

5.1 Tanenuiarangi Manawatu Incorporated, as the representative of the claim beneficiaries of Rangitaane O Manawatu, is authorised on the basis of the approval of the claim beneficiaries of Rangitaane O Manawatu at a hui at 150 Maxwells Line, Palmerston North on Sunday 7 December 1997, to give the representatives in paragraph 5.4.1 a mandate, as set out in this Deed, to negotiate Rangitaane O Manawatu Treaty of Waitangi Claims to a full and final settlement.

5.2 Tanenuiarangi Manawatu Incorporated is a society incorporated under the Incorporated Societies Act 1908.

5.3 Claims to be negotiated

5.3.1 The mandated representatives shall negotiate a full and final settlement of all Rangitaane O Manawatu historical grievances including those specified in Wai 182. Historical Claims under current Crown policy are defined as breaches of the Treaty of Waitangi that occurred before 21 September 1992. Tanenuiarangi Manawatu Inc reserve the right to amend this definition in accordance with any changes in Crown Policy.

5.3.2 The matters to be negotiated shall include by way of example but not exclusively:

- Te Awa O Manawatu including the river bed, its tributaries and fisheries;
- All Crown land within Rangitane O Manawatu's takiwa in particular the land upon which Massey University, Palmerston North Teachers College and Linton Army Camp Site stand;
- Tangimoana Forest;

*SR2*  
*M I B D*

*R.S. K.P.*

*T. De Awe Awe*

- Land taken under the Public Works Act 1981 (including any amendments) and other pieces of Crown legislation;
- The reserves to be awarded to Rangitane O Manawatu that were never laid out;
- All natural resources within Rangitane O Manawatu's takiwa;
- All surplus railway land within Rangitane O Manawatu's takiwa;
- All Crown owned lakes within Rangitane O Manawatu's takiwa;
- Compensation for Rangitane O Manawatu's ancestral land and waterways that cannot be returned as they are now in private ownership;
- The return of the Palmerston North Reserves which were gifted to Te Atiawa by the Crown;
- The square in Palmerston North which was once a Rangitane reserve;
- The amount of monetary compensation; and
- The return of all Rangitane taonga held in museums in New Zealand and abroad.

5.3.3 Tanenuiarangi Manawatu Incorporated reserves the right to add to or otherwise amend this part of the deed as they see fit.

5.4 Now wherefore Tanenuiarangi Manawatu Incorporated being the body authorised to give representatives a mandate to negotiate the above claim with the Crown hereby:

5.4.1 Authorises

**Name:** Ruth Harris (Chief Executive)  
**Address:** RD 7  
Palmerston North

**Name:** Rangi Fitzgerald (Kaumatua)  
**Address:** 38 Cardiff Street  
Palmerston North

**Name:** Danielle Harris (Advisor)  
**Address:** 115 Amberley Avenue  
Palmerston North

**Name:** Maurice Takarangi (Consultant)  
**Address:** 18 Totara Road  
Palmerston North

JR2  
R I B T

R.S

A.P

*Te Atiawa*

as their representatives to negotiate a full and final settlement of Rangitaane O Manawatu's claim with the Crown on behalf of the beneficiaries of the claim, and:

**Provided that**

- (a) such representatives shall not have the authority to negotiate and conclude a recommended final settlement unless and until they have received final terms of settlement from Tanenuiarangi Manawatu Incorporated and as provided in clause 5.4.6 the claim beneficiaries must approve the ratification of any Crown Settlement offer;
- (b) Tanenuiarangi Manawatu Incorporated may, at its sole discretion, at any time or for any reason, withdraw the mandate for the representatives, and upon so deciding, the authority given to one or all of the representatives;
- (c) Tanenuiarangi Manawatu Incorporated may, at its sole discretion, at any time or for any reason, authorise additional or alternate representatives to negotiate a settlement of this claim; and
- (d) Notwithstanding paragraphs 5.4.1 (b) and (c) the claim beneficiaries may revoke the representatives and/or Tanenuiarangi Manawatu Incorporated's mandate by way of hui, provided that the representatives and/or Tanenuiarangi Manawatu Incorporated have had a reasonable period to attempt to resolve the issues giving rise to the calling of hui.
- (e) A hui called pursuant to paragraph 5.4.1 (d) shall not be called for trivial, frivolous or vexatious reasons or for reasons of bad faith. In calling such a hui the following procedure shall apply:
  - (i) A minimum of 21 days in the local media must be given of the hui and the notice is to include the agenda for the hui;
  - (ii) Should any resolutions be put to the vote a seventy five per cent (75%) majority of votes shall be required to pass the resolution or resolutions as the case may be; and

TKZ  
✓ I B T R. S. K.P.  
T. Te Aue Aue

(iii) Those people eligible to vote on the resolutions shall only be the claim beneficiaries of Rangitaane O Manawatu who are registered with Tanenuiarangi Manawatu Inc.

5.4.3 In negotiating a full and final settlement in accordance with the terms set out at clause 5.3, the representatives in 5.4.1 shall report on a regular basis to the beneficiaries of the claim, by hui or such other medium as is appropriate. This may include by way of example, newsletters. The regularity of the reports shall be dependent on the negotiation timetable, but at the least, reports shall be given to beneficiaries of the claim on a quarterly basis.

5.4.4 Tanenuiarangi Manawatu Incorporated agrees that it has no objection to this Deed being disclosed to any beneficiary of the claim if the Crown receives a request for same under the Official Information Act 1982.

5.4.5 Tanenuiarangi Manawatu Incorporated certifies that it has obtained authority from the beneficiaries of the claim to authorise the representatives listed in clause 5.4.1 to negotiate the claim as above, such authority having been obtained by way of:

(a) a resolution passed to that effect at a hui held by Rangitane O Manawatu at Te Hotu Manawa O Rangitane, 150 Maxwells Line, Palmerston North on Sunday, 7 December 1997. Copy of resolution attached as Appendix C.

5.4.6 Tanenuiarangi Manawatu Incorporated agrees that, before authorising the signing of a formal settlement, it shall seek the claim beneficiaries ratification of any Crown Settlement offer.

5.4.7 Tanenuiarangi Manawatu Incorporated certifies that in relation to paragraph 5.4.5 above, Tanenuiarangi Manawatu Incorporated has received approval from the claimants to its acting as such under this Deed of Mandate. See copy of resolution attached as Appendix D.

SR2

*I B T R. S*  
*T. De Awe Awe*

---

Signed: R.H.Harris Date: 7 December 1997  
R.H.Harris  
President  
Tanenuiarangi Manawatu Incorporated

Signed: J.T.Larkins Te Awe Awe Date: 7/12/97  
J.T.Larkins Te Awe Awe  
Te Rangitepaia Hapu  
Te Mauri O Rangitaane (Council Of Elders)

Signed: I.B. Te Rangi Date: 7.12.97  
I.B.Te Rangi  
Te Rangiaranaki Hapu  
Te Mauri O Rangitaane (Council Of Elders)

Signed: T.R.Fitzgerald Date: 7.12.97  
T.R.Fitzgerald  
Ngati Hineaute Hapu  
Te Mauri O Rangitaane (Council Of Elders)

Signed: K. Tait Date: 7-12-97  
K.Tait  
Ngati Mairehau Hapu  
Te Mauri O Rangitaane (Council Of Elders)

Signed: R. Smith Date: 7.12.97  
R.Smith  
Ngati Tauria Hapu  
Te Mauri O Rangitaane (Council Of Elders)

# APPLICATION FOR AMENDMENT

The Treaty of Waitangi Act 1975 Section 6

IN THE MATTER OF WAI 182

AND

IN THE MATTER OF A CLAIM

By Rangitane Ki Manawatu.

WHEREAS a statement of claim dated the 20th day of December 1990 lodged by me Ruth Jacqueline Hera Harris for and on behalf of the Iwi and Hapu of Rangitane Ki Manawatu was accepted into the records of the Waitangi Tribunal and therein recorded as Reference Number WAI 182.

AND WHEREAS clause five of the said statement of claim requests leave to amend such claim if considered necessary.

AND WHEREAS after due consideration it is deemed necessary and expedient that amendment be sought to the said statement of claim to clarify more specifically our concerns.

NOW THEREFORE THE WAITANGI TRIBUNAL IS HEREBY REQUESTED TO AMEND the said statement of claim dated the 20th day of December 1990 by substituting the same with the attached specific claim.

DATED THIS 19<sup>th</sup> DAY OF April 1993.

  
\_\_\_\_\_  
Ruth Jacqueline Hera Harris

IN THE MATTER OF WAI 182

AND

IN THE MATTER OF A CLAIM BY

Rangitane Runanga -  
Tanenuiarangi Manawatu  
Incorporated

AND

IN THE MATTER OF THE TREATY

of Waitangi Act 1975

The Registrar  
Waitangi Tribunal Division  
Wellington

### AMENDED STATEMENT OF CLAIM

I, Ruth Jacqueline Hera Harris, Chief Executive Officer of Pikihiua Lodge, Puketotara, State Highway 56, R.D. 7, Palmerston North.

For myself and the Descendants of the Iwi and Hapu of Rangitane Ki Manawatu, of which I am a member and with the support and the assistance of the Rangitane Runanga - Tanenuiarangi Manawatu Incorporated of P.O. Box 1341, Palmerston North of which I am Chairperson.

CLAIM to be prejudicially affected or likely to be prejudicially affected by the actions of the Crown or it's Agents in that the Crown's actions or those of it's Agents in respect of the acquisition or alienation of Rangitane land and Mana was and is inconsistent with the principles of the Treaty of Waitangi.

WE HEREBY CLAIM that we have been and continue to be prejudicially affected by various Acts, actions, omissions, policies and practices of the Crown and it's Agents which has resulted in the loss of many of the assets over the aforesaid region including all waterways, fisheries and resources contained therein.

THE TRIBUNAL IS REQUESTED TO RECOMMEND the return to the Rangitane Runanga Tanenuiarangi Manawatu Incorporated, all the parcels of land at present under the Ownership or Authority of the Crown in the area more particularly described hereto to be held under a General Tribal Title for Rangitane Runanga-Tanenuiarangi Manawatu Incorporated.

#### BOUNDARIES OF CLAIM ARE

The boundaries of Rangitane Runanga-Tanenuiarangi Incorporated shall commence at the southern bank at the mouth of the Rangitikei River at the Tasman Sea thence up that river to Orangipango thence eastwards in a straight line to Te Hekenga in the Ruahine Ranges thence southwards along the summit of such range to continue along the summit of the Tararua Range to a point on the Taramea Stream thence westward in a straight line to the mouth of the Manawatu River at the Tasman Sea thence northwards along the coast to commencement point at the mouth of the Rangitikei River as the same is more particularly delineated on the plan attached hereto and thereon coloured red.



**OBJECT:**

To carry on, investigate and make such other claims as are deemed necessary and expedient within the delineated area should the need arise and which are not specifically or has been inadvertently mentioned in the following paragraphs.

AND WHEREAS The beneficiaries of Te Runanganui O Rangitane Incorporated are descendants of Whatonga of the Kurahaupo Waka and the four (4) constituent Bodies of Te Runanganui are:

- (a) Tanenuiarangi Manawatu Incorporated
- (b) Rangitane O Tamaki Nui A Rua Incorporated
- (c) Rangitane O Wairarapa Incorporated
- (d) Rangitane O Wairau Incorporated

NOW THEREFORE IT IS HEREBY CLAIMED that the customary rights and usages of Rangitane Runanga and Tanenuiarangi Manawatu Incorporated have been prejudicially affected by the actions of the Crown and it's Agents in respect of:

1. TE AWA O MANAWATU -including the bed of the River, commencing from it's headwaters to it's mouth at the Tasman sea, it's minerals, water and fish.

The Manawatu River identifies particularly with Tanenuiarangi Manawatu Incorporated, and Rangitane O Tamaki Nui A Rua Incorporated, who exercise responsibility as Rangatira and Kaitiaki for the protection of the River and advocates on behalf of Iwi to ensure its integrity is maintained which is of profound importance to the continuation of their Mana, Wairua and Mauri.

The Manawatu River, it's lands and forests, tributaries, bed, waters and fisheries have from time immemorial been the Kainga, Whenua and Taonga in respect of which the Iwi maintain Tino Rangatiratanga and Kaitiaki roles.

By the Treaty of Waitangi the Crown guarantees to Maori undisturbed possession of their properties including their lands, forests and fisheries for as long as they wished to retain the same in their possession.

Rangitane claims the Crown through it's Acts, Policies and omissions have:

- (a) Dispossessed Rangitane of all their rights over the Manawatu River it's waters, fisheries, minerals and other taonga associated with it.
- (b) Denied access to and the use of material resources necessary for their economic and social development and therefore denied the participation in any monetary activities associated thereto.
- (c) Failed to protect Rangitane's interests against the extraction of large quantities of gravel from the bed and shores of the River. No consultation with Rangitane or compensation was ever awarded for this failure to protect.
- (d) The enactment and application of the Native Land Acts caused fragmentation of Rangitane lands and to individual titles being created so as to significantly break up the Tribal estate which led to the alienation of such lands along the River causing great loss.
- (e) Denied policy making in Local and Central Government political processes.

**RELIEF CLAIMED:**

The Waitangi Tribunal is requested to recommend:

- (a) The restoration to Tanenuiarangi Manawatu Incorporated, and Rangitane O Tamaki Nui A Rua Incorporated, their Tino Rangatiratanga over the Manawatu River and it's tributaries.

- (b) That arrangements for the assessment and payment of compensation for loss of use and occupation together with compensation for the removal or extraction of metal from the River be completed forthwith.

## 2. RANGITIKEI MANAWATU PURCHASE:

That the purchase of the said land in 1866 and in particular the negotiations leading up to such sale were inconsistent with the Treaty of Waitangi in that they led to:

- (a) Dissension and disputes as to the ownership of the land.
- (b) Opposition to the sale by prominent elders and chiefs who although having signed the agreement to sell still had misgivings.
- (c) The promise to lay off Reserved Areas as a condition of the sale was never fully honoured.
- (d) The injustice to Rangitane in the distribution of the purchase money who expecting the award of 5,000 pounds received in fact the paltry sum of 600 pounds while lesser tribes received more. In fact the distribution of funds were also awarded to tribes not associated in the negotiations.
- (e) That clause 31 of the Native Land Act 1862 was wrong in that it exempted the Rangitikei Manawatu Block from the operation of the Act which effectively ended the Crown's pre-emptive right to buy Maori Land. Once titles to Maori Land had been investigated and Certificate of Titles issued Pakeha would be able to buy land directly from the Maori owners.

### RELIEF CLAIMED:

- (a) The restoration to Tanenuiarangi Manawatu Incorporated their Tino Rangatiratanga over the purchased area and to recommend and arrange for the assessment and payment of compensation for loss of use and occupation of those reserves not officially laid off from the sale of the said land.
- (b) In recognising Rangitane's Tino Rangatiratanga to recommend the assessment of compensation for the injustice suffered by Rangitane in the distribution of the purchase money which has been the cause of belittlement and embarrassment.

## 3. TE AHUATURANGA PURCHASE.

That the purchase of the said land in 1864 and in particular the negotiations leading up to such sale were inconsistent with the Treaty of Waitangi in that they led to:

- (a) Dissension and disputes as to the ownership of the land.
- (b) The promise to lay off Reserved Areas as a condition of the sale was never honoured.
- (c) That clause 31 of the Native Land Act 1862 was wrong in that it exempted the Te Ahuaturanga Block from the provisions of the Act, which would have ended the Crown's pre-emptive right to buy Maori land. The title should have been investigated and a Certificate of Title issued.

### RELIEF CLAIMED:

- (a) The restoration to Tanenuiarangi Manawatu Incorporated their Tino Rangatiratanga over the purchased area and to recommend the return of land at present under the ownership or authority of the Crown in the delineated area.
- (b) Compensation to Tanenuiarangi Manawatu Incorporated of other areas of Crown land where (a) above is not feasible.
- (c) Recommend and arrange for the assessment of compensation for loss of use and occupation of those reserves not officially laid off from the sale of the said land.

4. PLACES OF HISTORICAL IMPORTANCE:  
To investigate the position relative to these areas and to seek relief where necessary which would be dependant on such findings:
1. TE AHU-A-TURANGA:  
The peak where Turanga-i-mua the first born son of Turi of the Aotea Canoe was buried. A very sacred place. A surveyor's trigonometrical station is situated on it.
2. PARAHAKI (OR MOTUERE) ISLAND:  
An island in the river at the mouth of the Manawatu Gorge owned by Rangitane families of Dannevirke.
3. OTANGAKI (ASHHURST DOMAIN):  
An old urupa in bush near the Manawatu River containing about 6 graves unmarked. Rangitane people drowned when canoe sank in river about 1850's or 1860's.
4. RAUKAWA:  
A pa site during period 1850/1860. Eroded away completely by the Manawatu River during period 1870-1900. Maori graves once there were washed away by the river. The pa where Rangitane sold Te Ahu-a-Turanga Block to the Government in 1864.
5. TE WI:  
A village of Rangitane. (Ngati Te Rangiwhakaea and Ngati Mutuahi). Sold to local farmers about 1900. Te Matai road.
6. HOKOWHITU:  
A gathering place of the warriors of Rangitane. Te Hokowhitu-a-Tumatauenga. The name Hokowhitu was later given to the whole block of land.
7. RUAHINE  
A village of Rangitane where the netball courts of Teachers Training Collere are now situated.
8. TE MOTU-A-POUTOA:  
A fortified settlement on the island of Poutoa who was an ancestor of Rangitane. His descendants include the Paewai, Te Awe Awe, Te Rangiotu and other families. The pa was attacked and destroyed by Ngati Apa ki Rangitikei about 1820. The urupa was on the

river flat between the bridge and the cliff as indicated on the plan. Bones were taken to Rangiotu and reburied in the 1880's.

9. TE MARAE O HINE:

The Square in Palmerston North. The Courtyard of the daughter of peace. The name bestowed by Rangitane and Ngati Raukawa as a symbol of peace and love about 1878.

10. SHOWGROUNDS

The place where the 28th Maori Battalion was trained in 1940. It is not correct that a Maori burial ground was once on this site. It was the first Pakeha burial ground in Palmerston North from 1871 to 1875. The bones were removed to Napier Road Cemetery in 1875.

11. AWATAPU

An old lagoon now the site of Awatapu College.

12. KARAKA GROVE:

Te Koha O Te Whenua

13. MOKOMOKO:

An old village site now one of Massey University's dairy farms.

14. TE KURIPAKA:

An old pa site on top of the terrace. Now a Massey University Sheep farm.

15. AWAPUNI:

Once a large lagoon now drained. A small burial ground on the race-course site in Totara Road. The bones were moved to Tahoraiti near Dannevirke in 1950's. The old Awapuni Hospital is an old village site and contains a Waahi Tapu.

15a. LANE PLACE:

Part of Awapuni Village.

15b. AWAPUNI LODGE:

Site of Awapuni Marae 1860 to 1930's. A meeting house named KIKIWHENUA was situated between the present brick house and the lagoon now Mangaone Stream.

16. MARAE-TARATA:

An old pa site situated at the end of Shiriff's Road. A Rangitane Pa of 1850's and 1860's washed away by the river between 1870 and 1900.

17. KAIRANGA:

A village on site of the present Linton Army Camp. The site of a battle between Ngati Apa and Rangitane. Later the name was given to the whole block of land as Kairanga Reserve. The block was sold to a local farmer about 1900 and later sold to the Government in 1942 for the Linton Camp.

18. KARERE

A site of an old village. A small urupa is now believed to be covered by a stopbank. Found to be in name of Te Awe Awe ancestors about 1900.

19. PUKETOTARA PA

The principle residence of the leading chiefs of Rangitane eventually sold to a European.

The approximate location of numbers 1 to 18 above are shown on the plans attached hereto.

5. CROWN LANDS:

To investigate the position relative to the significant areas of Crown Lands within the delineated area and to seek relief where necessary dependant on such findings.

The significant areas of Crown Land within the Rangitane area are as follows:

- a) Tangimoana State Forest contained in Blocks II and III Sandy Survey District and Blocks V and IX Te Kawau Survey District for which application has recently been made to the Crown Forestry Rental Trust. Locality Plan attached.
- b) The location of the Department of Scientific and Industrial Research (D.S.I.R.) contained in Block XV Kairanga Survey District.
- c) The location of Massey University and it's farming areas contained in Blocks XIV and XV Kairanga Survey District.
- d) The location of the Teachers Training College contained in Block XV Kairanga Survey District.
- e) The location of the Polytechnic College contained in Block XI and XIV Kairanga Survey District.
- f) The location of the Linton Army Camp contained in Block XIV Kairanga Survey District.

- g) The Ruahine State Forest Contained in Blocks XII, XIII and XIV Umoto Survey District and Blocks VIII, XI, XII and XV Pohangina Survey District.
- h) Railway lands within the whole claim area surplus to requirement.

The approximate location of b) to f) above are shown on the plans attached.

THE TRIBUNAL is requested to commission Jim Rudolph to investigate and report on the above claims with leave to amend this claim if necessary following such report.

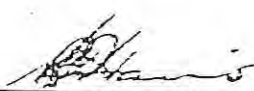
THE TRIBUNAL is requested to appoint a Lawyer to assist Jim Rudolph namely Mr J.M. Takarangi, Tanenuiarangi Manawatu Inc, Tanenuiarangi House, P.O. Box 1341, Palmerston North. THE TRIBUNAL is requested to hear the claim at Tanenuiarangi House, 580 - 596 Main Street, Palmerston North.

PERSONS AND ORGANISATIONS affected by this claim and who should have notice of it are set out in the Schedule attached hereto.

NOTICES to the Claimant should be sent to:

Mrs Ruth Harris  
Tanenuiarangi Manawatu Incorporated  
Chief Executive Officer/Chairperson  
P.O. Box 1341  
PALMERSTON NORTH

DATED this 12th day of April 1993

  
\_\_\_\_\_  
Ruth Jacqueline Hera Harris

SCHEDULE

Runanga O Rangitane O Tamaki Nui A Rua

Runanga O Ngati Raukawa Ki Te Tonga

Runanga O Ngati Apa

Ministry of Agriculture and Fisheries

Department of Conservation

Department of Education

Department of Scientific and Industrial Research

Ministry of Forestry

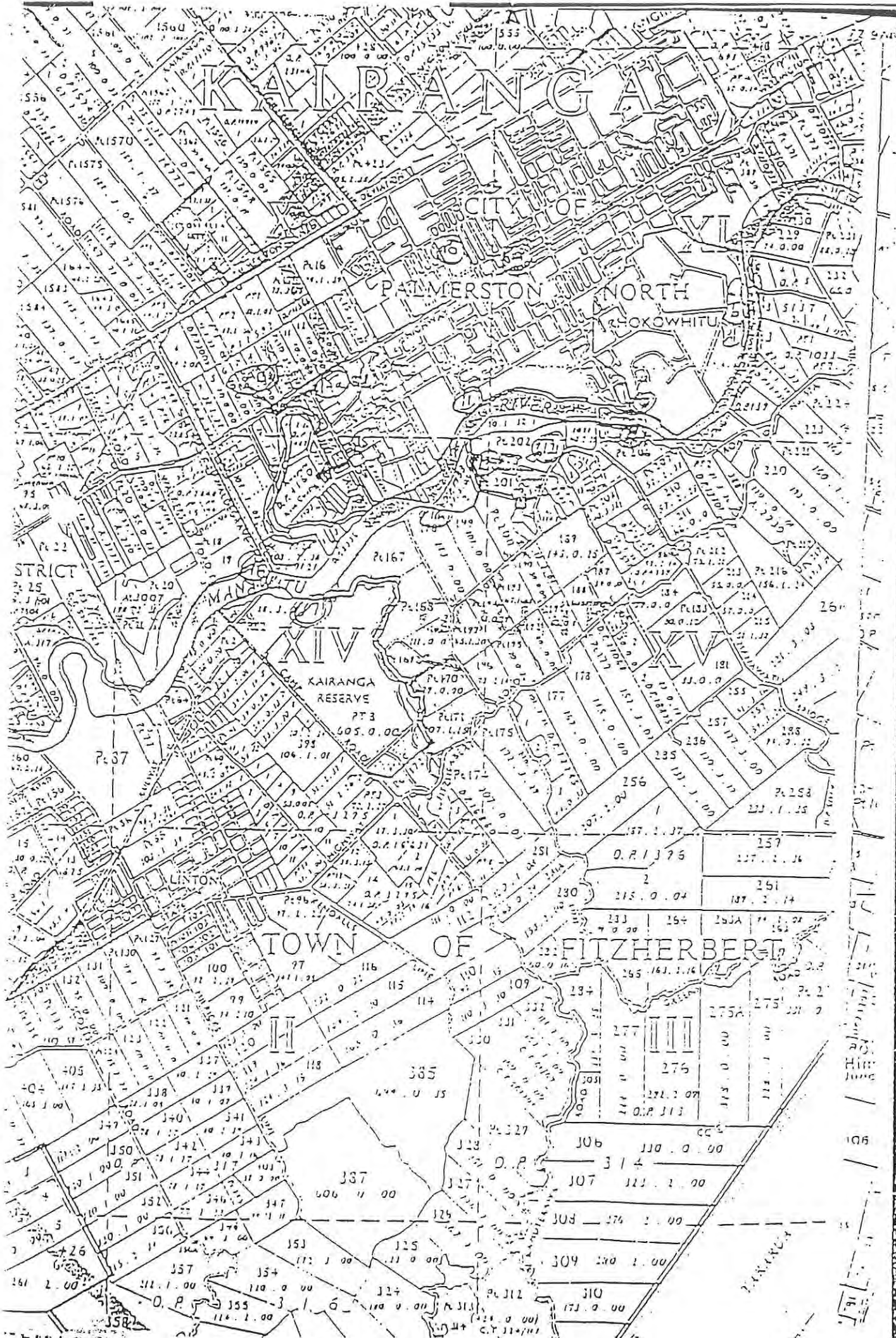
Manawatu District Council

Manawatu-Wanganui Regional Council

Palmerston North City Council

Rangitikei District Council

Horowhenua District Council



# KAIRANGA

## CITY OF PALMERSTON NORTH

### MANAWATU RIVER

#### KAIRANGA RESERVE

## TOWN OF FITZHERBERT

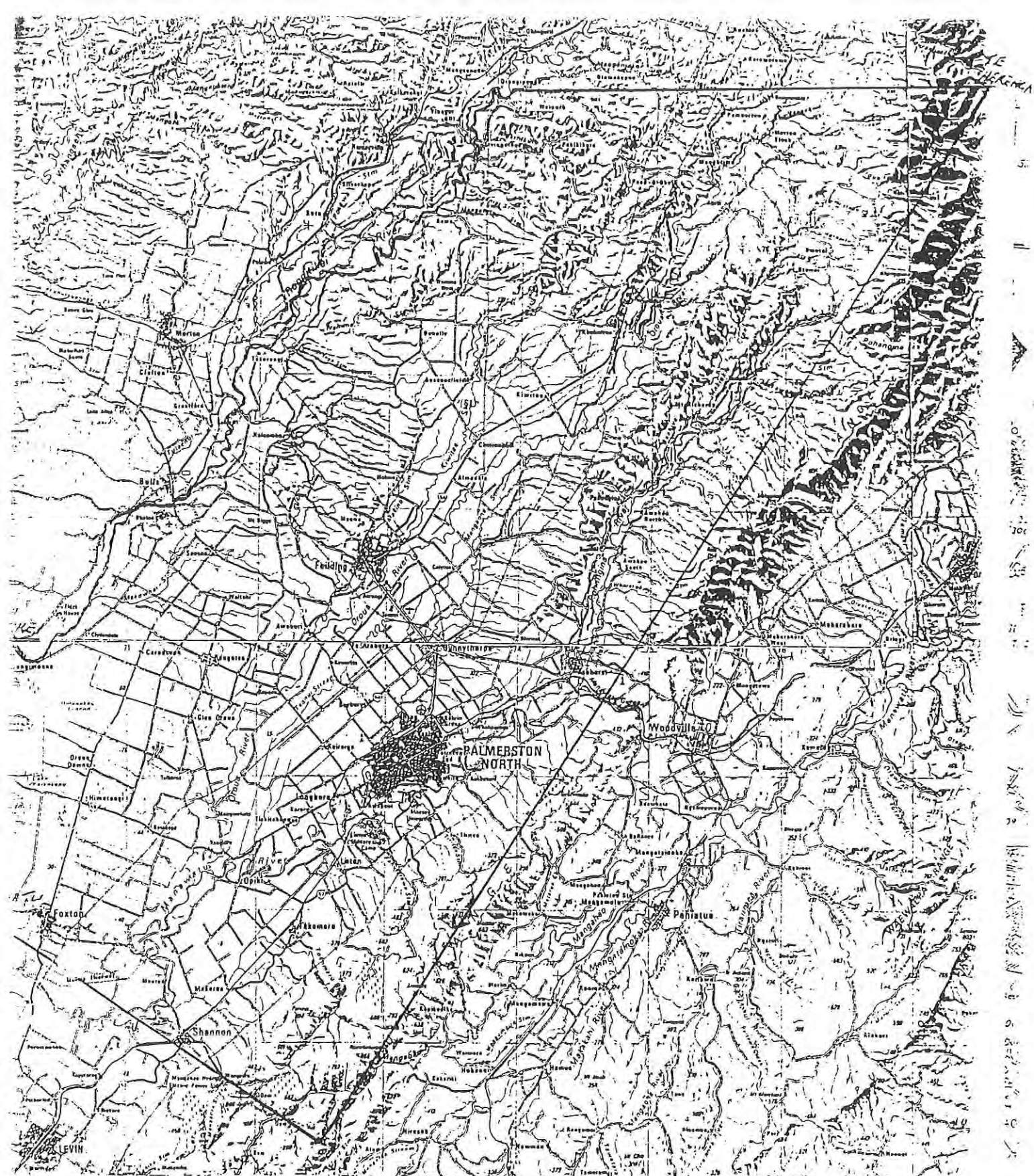
STRICT

LINTON

XIV

XV



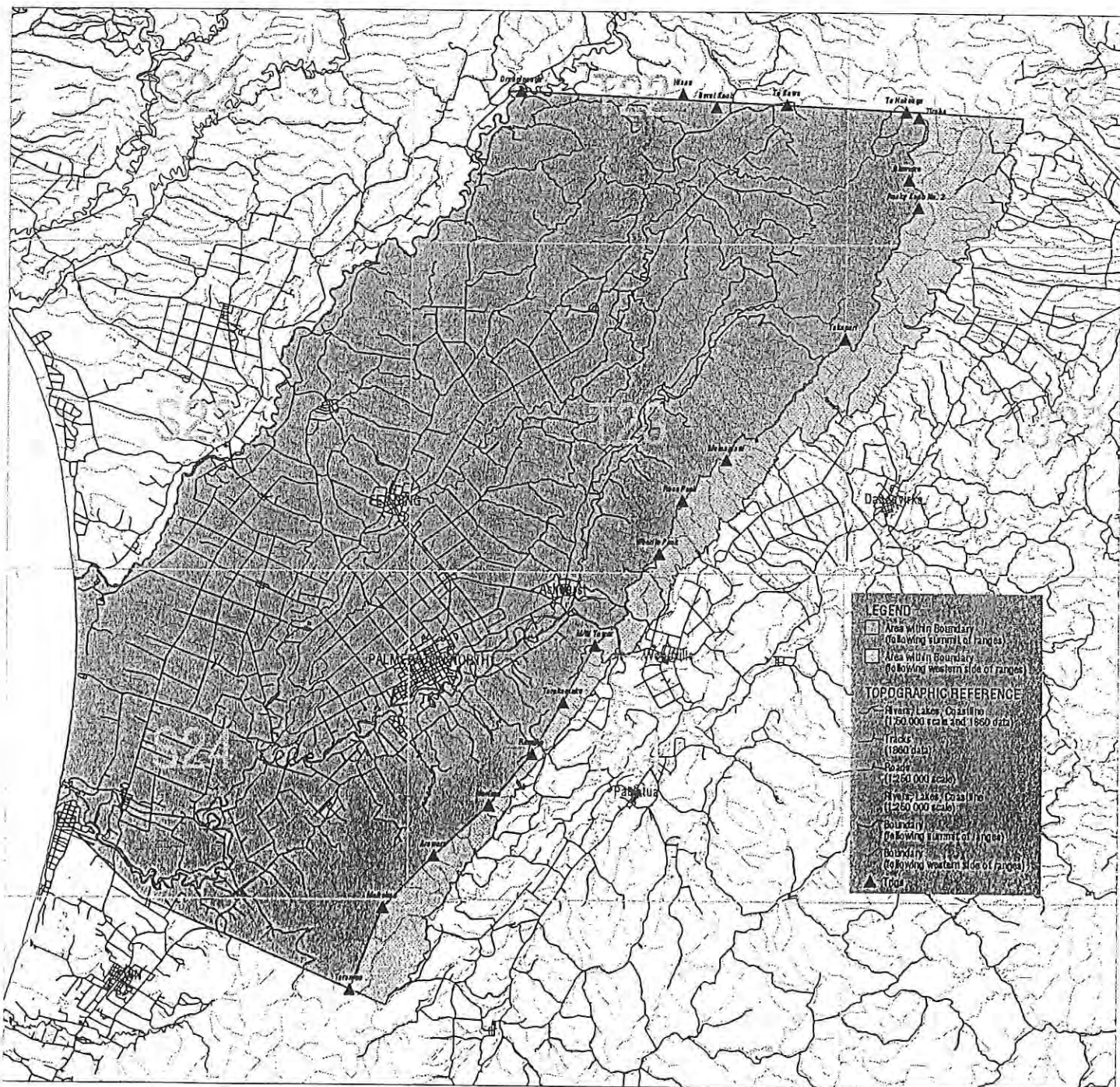


Handwritten notes and markings along the right edge of the map, including a scale bar and various annotations.

# IWI BOUNDARY

As defined by:

the Rangitikei River  
 until the Orangipango trig  
 in a straight line to the Te Hekenga trig  
 following the summit along the Ruahine ranges  
 (or the foothills on the Eastern side of the ranges)  
 up to the Taramea trig  
 across to the mouth of the Manawatu River



## APPENDIX C

The following resolution was passed at a hui held by the hapu of Rangitaane O Manawatu at Te Hotu Manawa O Rangitaane, 150 Maxwells Line, Palmerston North on Sunday 7 December 1997:

**Resolution:** THAT Tanenuiarangi Manawatu Incorporated as the representative of the hapu of Rangitaane O Manawatu, is authorised to give the representatives as listed below, the mandate, as set out in the Deed of Mandate dated 7 December 1997, to negotiate the hapu of Rangitaane O Manawatu Treaty of Waitangi Claims to a full and final settlement.

### **Representatives:**

- i. Rangi Fitzgerald
- ii. Ruth Harris
- iii. Danielle Harris
- iv. Maurice Takarangi

**Moved:** Tanenuiarangi Te Awe Awe  
Hapu: Te Rangitepaia

**Seconded:** Kararaina Tait  
Hapu: Ngati Mairehau

**For:** There was a unanimous vote in favour of the resolution being those people listed on the attendance register attached to this resolution.

**Against:** No one registered a vote against the resolution.

## APPENDIX D

The following resolution was passed at a hui held by the hapu of Rangitaane O Manawatu at Te Hotu Manawa O Rangitaane, 150 Maxwells Line, Palmerston North on Sunday 7 December 1997:

**Resolution:** THAT the hapu of Rangitaane O Manawatu agree to Tanenuiarangi Manawatu Inc acting in accordance with the Deed of Mandate dated 7 December 1997 in negotiating a full and final settlement of Rangitaane O Manawatu Treaty of Waitangi Claims.

**Moved:** Moana Te Rangi  
Hapu: Te Rangiaranaki

**Seconded:** Winnie Smith  
Hapu: Ngati Taurira

**For:** There was a unanimous vote in favour of the resolution being those people listed on the attendance register attached to this resolution.

**Against:** No one registered a vote against the resolution.

DATED *the 14th day of May* 1998

-By-

TANENUIARANGI MANAWATU INCORPORATED

-To-

MINISTER IN CHARGE OF TREATY NEGOTIATIONS  
(ACTING BY AND THROUGH THE OFFICE OF TREATY SETTLEMENTS)

---

DEED OF UNDERTAKING

---

THIS DEED is made on *the 14<sup>th</sup> day of May* 1998

BY: TANENUIARANGI MANAWATU INCORPORATED ("TMI");

TO: MINISTER IN CHARGE OF TREATY NEGOTIATIONS  
(ACTING BY AND THROUGH THE OFFICE OF TREATY SETTLEMENTS)  
("the Crown");

**RECITALS:**

- A. Rangitaane O Manawatu are desirous of and have sought to enter the process of Direct Negotiations with the Crown in respect of settlement of Treaty of Waitangi grievances under WAI 182..
- B. By virtue of a Deed of Mandate dated 7 December 1997, TMI was appointed to be the authorised representative body to negotiate for Rangitaane O Manawatu Treaty of Waitangi Claims to a full and final settlement and accordingly nominated individuals identified in the said Deed to carry out the task of the actual negotiations.
- C. At clause 5(e)(iii) of the Deed of Mandate specific reference is made to claim beneficiaries of Rangitaane O Manawatu who are registered with TMI which requires that a direct reference must be made to the application of the Rules or Constitution of TMI and in particular Rule 5 thereof.
- D. The requirement to amend TMI's constitution or rules and in particular Rule 5 to ensure full, open and unfettered participation by beneficiaries of Rangitaane O Manawatu in matters of; inter alia; mandate; election processes; accountability procedures; and asset benefit distribution as of right is recognised and acknowledged by TMI.
- E. Accordingly it is intended therefore to amend the constitution or rules at the forthcoming Annual General Meeting to be held later this year of 1998.

**NOW THIS DEED WITNESSES:**

**1. AMENDMENT TO CONSTITUTION OR RULES OF TMI**

- 1.1 That TMI agree with the Crown that the Constitution or Rules of TMI are to be amended at the next AGM to be held this year 1998 and within seven months of the execution of this Deed to give effect to the matters raised in the above recitals and specifically to provide for the full open and unfettered participation of the beneficiaries of Rangitaane O Manawatu on matters; inter alia; of mandate; election processes; accountability procedures; and asset benefit distribution.

**2. BENEFICIARY RIGHTS PRIOR TO AMENDMENTS TO CONSTITUTION OR RULES OF TMI**

- 2.1 That TMI agree with the Crown that pending the formal amendments to the Rules or Constitution of TMI contemplated in Clause 1 above, that in the case of both present beneficiary membership of TMI and those who may become beneficiary members of



TMI and therefore beneficiaries of Rangitaane O Manawatu in either category there will be no action taken by the Executive Committee to exclude or remove either category of beneficiary member or in any way prevent or inhibit the right of either category of beneficiary member to full participation on matters of Rangitaane O Manawatu also more fully outlined in clause 1 above.

**3. MISCELLANEOUS PROVISIONS**

- 3.1 **Governing Law:** This Deed is subject to the laws of New Zealand.
- 3.2 **Amendment:** This Deed may only be amended by an instrument in writing signed by the parties or by their respective successors or permitted assignees.
- 3.3 **Successors:** This Deed is to benefit and be binding upon the parties and their respective successors and permitted assignees and references to the parties are to be construed accordingly.
- 3.4 **Notices:** Communications under or in connection with this Deed must be in writing. Communications are to have effect when actually received. This clause does not restrict any rights to serve notice in such manner as may be permitted or required by law.
- 3.5 **Non exclusive:** The rights, powers, privileges or immunities of the parties under this Deed are in addition to, and do not exclude, such other rights, powers, privileges or immunities as may be available to each of them.
- 3.6 **Severability:** If any provision of this Deed cannot, by law, be enforced, then that provision shall be treated as severed from this Deed so that the other provisions can be enforced as if the unenforceable provision did not exist.

**EXECUTED** as a deed on the date referred to above.

THE COMMON SEAL of )  
TANENUIARANGI MANAWATU )  
INCORPORATED was affixed in the )  
presence of: )



*[Signature]*  
.....  
Executive Committee Member  
*[Signature]*  
.....  
Secretary

**COMMUNICATION STRATEGY FOR THE  
RANGITAANE O MANAWATU CLAIM  
WAI 182**

**PURPOSE**

- 1 This document sets out a communication strategy for the Rangitaane O Manawatu claim (Wai 182). In particular, it sets out the objectives of a communication strategy, the key audiences, and the communication strategies applicable to each particular audience.

**OBJECTIVES**

- 2 The key objectives of a communication strategy are to:
  - a inform the public and relevant Crown departments, or other agencies such as local authorities and community groups, in Palmerston North, Manawatu, about the Rangitaane O Manawatu claim and the nature of any settlement;
  - b encourage and facilitate positive attitudes and support about any settlement of the Rangitaane O Manawatu claim and any other future Treaty claims;
  - c allay fears about the Rangitaane O Manawatu claim and address any opposition to settlement;
  - d raise New Zealand public's awareness of Treaty claims and the Treaty settlement process.

**KEY AUDIENCES**

- 3 This communication strategy is aimed at the following audiences:
  - a the Rangitaane O Manawatu iwi;
  - b Crown departments;
  - c other agencies such as local authorities, and environmental groups;
  - d the Palmerston North, Manawatu community, including local businesses, community groups;
  - e the wider New Zealand public;
  - f the media.



## **'WITHOUT PREJUDICE'**

---

### **RANGITAANE O MANAWATU AND CROWN DEPARTMENTS**

- 4 The Crown and Rangitaane o Manawatu, who are represented by the mandated authority Tanenuiarangi Manawatu Incorporated (TMI), agree that appropriate internal procedures must be followed before the ratification and signing of the deed of Settlement.
- 5 In the case of the Crown, the Office of Treaty Settlements will consult with all relevant departments and Crown agencies about any matters associated with the negotiation and settlement of the Rangitaane O Manawatu claim. This will be in accordance with normal Cabinet directives or procedures.
- 6 In the case of Rangitaane O Manawatu, TMI will consult with the Rangitaane O Manawatu iwi about any matters associated with the negotiation and settlement of the Rangitaane O Manawatu claim. This will be in accordance with its own directives and protocol.

### **OTHER AGENCIES**

- 7 Statutory and other obligations (including good will obligations) exist which require the Crown to consult with, or inform, interested third parties, such as local authorities, on, for example:
  - a the nature of Rangitaane O Manawatu claim and any recent developments;
  - b particular aspects of any settlement package that may affect, or have implications for, an agency's business.
- 8 The Crown agrees to discuss beforehand with TMI any approaches to third parties about matters associated with the negotiation and settlement of the Rangitaane O Manawatu claim.

### **THE PALMERSTON NORTH, MANAWATU COMMUNITY AND THE WIDER PUBLIC**

- 9 The Crown and TMI acknowledge the importance of keeping the Palmerston North, Manawatu community (including local businesses and community groups) and the wider New Zealand public informed of any relevant matters associated with the negotiation and settlement of the Rangitaane O Manawatu claim.
- 10 Where necessary, the media will be used to inform the Palmerston North, Manawatu community and the wider New Zealand public about any relevant matters associated with the negotiation and settlement of the Rangitaane O Manawatu claim.
- 11 All media involved will be subject to the conditions below.

### **THE MEDIA**

- 12 The Crown and TMI acknowledge the importance and advantages of positive media involvement and coverage of the Rangitaane O Manawatu claim, particularly to inform the Palmerston North, Manawatu community and the wider New Zealand public about the claim, and to foster positive attitudes and support for any settlement.

## ‘WITHOUT PREJUDICE’

---

- 13 All communications between the Crown and TMI, for the purpose of settling the Rangitaane O Manawatu claim, are to be private, confidential and “without prejudice” to both parties. The Crown and TMI therefore, agree that no statements about the Rangitaane O Manawatu claim will be made to the media without the consent of both parties, except in the circumstances outlined in paragraph 15 below.
- 14 Where the Crown and TMI agree that media involvement is appropriate, both parties must further agree (before any media release) on:
- a the content of any media statement;
  - b the medium (or media) to be used, eg. Radio, television or newspaper;
  - c the date of the media statement.
- 15 In circumstances whereby reason of time constraints or otherwise the parties are inhibited or prevented from prior consultation, one with the other, and media communication is considered necessary or desirable, then each party shall be able to make any such media communication on the basis of the exercise of reasonable discretion and within the spirit and content of this Communication Strategy document.