

**TERMS OF NEGOTIATION**

**BETWEEN**

**KURAHAUPO KI TE WAIPOUNAMU TRUST**

as the mandated representative of

**Ngāti Apa**

(represented by Ngāti Apa Ki Te Waipounamu Trust)

**Ngāti Kuia**

(represented by Te Rūnanga O Ngāti Kuia Charitable Trust)

**Rangitāne**

(represented by Te Rūnanga A Rangitāne O Wairau  
Incorporated Society)

**AND**

**THE CROWN**

1. **The Parties to these Terms of Negotiations are:**

- 1.1 The Crown, on one hand, as defined in Clause 7.1 and
- 1.2 Kurahaupo Ki Te Waipounamu Trust (*Kurahaupo*), on the other hand. Kurahaupo is the mandated representative of the following three distinct northern South Island iwi (*the Kurahaupo constituent iwi*):
- 1.2.1 Ngāti Apa Ki Te Ra To (Ngāti Apa), represented by Ngāti Apa Ki Te Waipounamu Trust;
- 1.2.2 Ngāti Kuia, represented by Te Rūnanga o Ngāti Kuia Charitable Trust; and
- 1.2.3 Rangitāne o Wairau (Rangitāne), represented by Te Rūnanga a Rangitāne o Wairau Incorporated Society.

2. **Purpose of these Terms of Negotiation**

- 2.1 These Terms of Negotiation:
- 2.1.1 Set out the scope, objectives, general procedures and “ground rules” for the formal discussions the parties will conduct in order to settle the Kurahaupo Historical Claims (as defined in clause 6.1);
- 2.1.2 Record the intentions of the parties regarding the negotiations process, including the intention to negotiate in good faith, confidentially and without prejudice; and
- 2.1.3 Are not legally binding and do not create a legal relationship. However, the parties acknowledge that each expects the other to comply with the terms set out in this document during negotiations.

### 3. **Guiding Principles**

3.1 Kurahaupo's Guiding Principles as set out in its Constitutional Documents are:

3.1.1 To provide a framework within which Kurahaupo can act as the representative of Ngāti Apa, Ngāti Kuia and Rangitāne in negotiations with the Crown to achieve a comprehensive settlement of the Kurahaupo Historical Claims.

3.1.2 Kurahaupo has been established so that Ngāti Apa, Ngāti Kuia and Rangitāne can speak *in unison* in their negotiations with the Crown in order to strengthen the position of each iwi in settlement negotiations. It is fundamental to Kurahaupo's purpose and authority that each iwi maintains its own identity and distinctiveness as an iwi group.

### 4. **Objectives of the Negotiations**

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

4.1.1 Is comprehensive, final, durable and fair;

4.1.2 Will not:

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

(b) Extinguish or limit the existence of any aboriginal or customary rights that Kurahaupo or the Kurahaupo constituent iwi may have;

4.1.3 Recognises the nature, extent and injustice of breaches of the Crown's obligations to the Kurahaupo constituent iwi under Te Tiriti o Waitangi / The Treaty of Waitangi and its principles, and where

appropriate, acknowledges the effect that these breaches have had on the economic, social, cultural and political well-being of the Kurahaupo constituent iwi;

- 4.1.4 Will provide a platform to assist the Kurahaupo constituent iwi to develop their individual economic bases;
- 4.1.5 Will enhance the ongoing relationship between the parties (both in terms of Te Tiriti o Waitangi / The Treaty of Waitangi and otherwise);
- 4.1.6 Will restore the honour of the Crown; and
- 4.1.7 Demonstrates and records that the parties have acted honourably and reasonably in negotiating the settlement.

## **5. Definition of the Kurahaupo constituent iwi**

5.1 The Kurahaupo constituent iwi means:

5.1.1 The individual iwi of Ngāti Apa, Ngāti Kuia and Rangitāne;

5.1.2 Persons who descend from one or more of:

- (a) The ancestors Te Huataki, Te Whakamana, Tukauae, Te Rerewa, Hinewai, Kuia, Hinekauwhata, Te Heiwi, Tawake and Kurawhiria; and
- (b) Ancestors who exercised customary rights to land in the areas of interest of the Kurahaupo constituent iwi on or after 6 February 1840, including the following ancestors:

AHURU Hone Te	KAHUPUKU Hohapata	MARE Maraea	TAUHANGA Hapi
ERUERA Miriama	KAHUPUKU Pirimona	MATINA Huriana	TAUHANGA Neha
HAATA Tiaki	KAIPARA Eruera	MATINA Kumeroa	TAUHANGA Reupene
HAATA Tipi	KANAE Meri	MATINA Mere	TAUHANGA Unaiki
HAATA Teone	KAREPE/KARIPI Ani	MATINA Raharuhi	TAUMARU Hapimana
HAATA Tiki	KAREPE/KARIPI Hoani	MAUI Wirihana	TE AHURU Hone
HAKARAJA Tiripa	KAREPE/KARIPI Te Ata	MEHAKAKA Rawiri	TE KARIRA Tahua
HAMUERA Hama	KAREPE/KARIPI Te Amohanga	MEIHANA Amana,	TE METE/METE Heni
HAMUERA Paranihia	KAREPE/KARIPI Te One	MEIHANA Nuku	TE METE/METE Hoani
HAMUERA Rawinia	KAUAE Mere	MEIHANA Ruihi	TE METE/METE Pita
HAMUERA Riria	KERE Hariata	MEKEREI Wi	TE METE/METE Teera

HAPAKUKU Tiemi	KERE Mere	MEKERIKA Karaitiana	TE METE/METE Teoti
HAPARETA Mere	KERE Pipi	MEKERIKA Te One	TE METE/METE Tini
HAPI Roka	KERE Teone	MIHAKA Paraniha	TE METE/METE Teone
HARARE/HARERE Tiaki	KERE Tini	MOA Ani	TE METE/METE Tutua
HEKIERA Hemi	KERE Rangikamapuna	MOA Arihia	TE METE/METE Wiremu
HEKIERA Manihera	KERE Tiripa	MOA Hapareta	TE PIKI Paora
HEMI Hakaraia	KEREOPA Amiria	MOA Hariki	TE PIKI Wikitoria
HEMI Harota	KEREOPA Harena	MOA Hoani	TE RE Tiripa
HEMI Hemi	KEREOPA Hana	MOA Hopa	TEHIKO Hera
HEMI Hiria	KEREOPA Kainu	MOA Hori	TEHIKO Kaapu
HEMI Ina	KEREOPA Kerenapu	MOA Parangi	TEHIKO Matangi
HEMI Kipa	KEREOPA Meihana	MOA Tiemi	TEHIKO Pirihira
HEMI Kiti	KEREOPA Tahuariki	MOA Tini	TEHIKO Waepiti
HEMI Watene	KIHAIU Peti	MOA Wiremu	TEKATEKA Ihaka
HEMI Eruera Te Pou	KIHAIU Teone	MOANAROA Hoana	TEMUTINI Henare
HEMI Te Pou	KIHAIU Keita	MOANAROA Maraea	TEMUTINI Kuare
HEMI Kipa Te Pou	KURUA Temutini	MOANAROA Tahiri	TEMUTINI Matahaere
HEMI Tahuariki Te Pou	MAAKA Kahuhunn	NGAMIRO Pirihira	TEMUTINI Rore
HEMI Tiri Te Pou	MAAKA Taiawhio	NOHOTA Ihaia	TITI Koroneho
HEMI WHIRO Amiria	MAAKA Tawhi	PAORA Hekeira	TUPOU Heheta
HEKURA Manihera	MAAKA Wirihita	PAORA Hikiera	TUPOU Meihana
HETARAKA Kaumoana	MAHUIKA Henare	PAORA Kiti	TUPOU Mi
HOHAPATA Hare	MAHUIKA Heni	PAIRAMA Rora	TUPOU Pahau
HOHAPATA Pita	MAHUIKA Hera	PARAONE Mare	TUPOU Putiputi
HIPORAITI Hana	MAHUIKA Hine	PITAMA Kaaro	TUPOU Rahera
HIPORAITI Henare	MAHUIKA Hoani	PITAMA Pirihira	TUPOU Te Horo
HIPORAITI Hoani	MAHUIKA Hori Te Pa	PITAMA Wirihana	TUPOU Te Koro
HIPORAITI Kunari	MAHUIKA Te Mataniho/Matanohinohi	POKIKI Hoani	TUPOU Te Rore
HIPORAITI Matina	MAHUIKA Te Puaha	POKIKI Hohepa	TUPOU Tuhi
HIPORAITI Mere	MAHUIKA Titi	POKIKI Mere	TUPOU Waata
HIPORAITI Raima	MAKARINI Arihia	POKIKI Pirimona	TUPORI Ropata
HIPORAITI Ria	MAKARINI Tiro	PUAHA Ramari	TURI Haimona
HIPORAITI Riria	MAKEREI Wi	PURA Kereopa/Kere	WAAKA Tame
HIPORAITI Rora	MAKITANARA/MAKITONORE Hane	RANGI Puaha Te	WAAKA Tiripi
HIPORAITI Taare	MAKITANARA/MAKITONORE Hoani	RANGIHIROA/	WAAKA Kuraihamia
HIPORAITI Te One	MAKITANARA/MAKITONORE Hohua	TE RANGIHIROA Hopa	WAAKA Tiemi
HIPORAITI Te Poha	MAKITANARA/MAKITONORE Hori	RANGIHIROA/	WAAKA Whowhenga
HIPORAITI Timoti	MAKITANARA/MAKITONORE Kainu	TE RANGIHIROA Rea	WAAKA Wiremu
HIPORAITI Turia	MAKITANARA/MAKITONORE Rea	RANGINUI Hiakai	WATERE Mehaka
HIPORAITI Waihaere	MAKITANARA/MAKITONORE Mere/Meri	RANGINUI Paranihia	WATERE Hetaraka
HIPORAITI Wiremu	MAKITANARA/MAKITONORE Naomi	RANGINUI Wera	WIPITI Tukihono
IHAKA Huria	MAKITANARA/MAKITONORE Rena	RAWIRI Meretana	WIRIHANA Nohotahi
IHAKA Te Oti	MAKITANARA/MAKITONORE Riria	RAWIRI Meretini	WIRIHANA Pairama
IHAKA Teoti	MAKITANARA/MAKITONORE Teoti	REWETI Kerehi	WIRIHANA Pani
IHAKARAIA Peti	MAKITANARA/MAKITONORE Tuiti	TAHUARIKI Karena	WIRIHANA Tamati
IHARAIA Pani	MAKITANARA/MAKITONORE Wiki	TAHUARIKI Mere Karipi	WIRIHANA Tiritiri
IHARAIA Kehaia	MARE Mere	TAHUARIKI Waiere	WIREMU Tame
IRIHAMA Manihera		TAUHANGA Harata	

5.1.3 Every whānau, hapū or group of persons to the extent that that whānau, hapū or group includes persons referred to in clause 5.1.1 and 5.1.2.

5.2 The detail of the definition of the Kurahaupo constituent iwi will be developed further over the course of the negotiations for inclusion in any Deed of Settlement that may be agreed between the parties.

## 6. Kurahaupo Historical Claims

6.1 Kurahaupo Historical Claims:

6.1.1 Means all claims made at any time (whether or not the claims have been considered, researched, registered or notified) by Kurahaupo or the Kurahaupo constituent iwi, either individually or collectively, or any person or group representing Kurahaupo or the Kurahaupo constituent iwi which:

(a) Are founded on a right arising:

(i) From Te Tiriti o Waitangi / The Treaty of Waitangi, or its principles;

(ii) Under legislation;

(iii) At common law (including customary law and aboriginal title);

(iv) From a fiduciary duty; or

(v) Otherwise; and

(b) Arise from or relate to acts or omissions before 21 September 1992:

(i) By or on behalf of the Crown; or

(ii) By or under legislation; and

6.1.2 Includes every claim to the Waitangi Tribunal to which clause 6.1.1 applies, including Wai 44, Wai 102, Wai 262, Wai 307, Wai 521, Wai 561, Wai 785, Wai 829, Wai 953, Wai 1047 and Wai 175 / 543: but

6.1.3 Does not include:

(a) A claim that the Kurahaupo constituent iwi or any individual member, whānau, hapū or group of the Kurahaupo constituent iwi may have that is founded on a right arising as a result of

being descended from an ancestor to whom clause 5.1.1 and 5.1.2 does not apply; or

- (b) The historical claims of Ngāti Apa Ki Rangitikei, Rangitāne O Manawatū, Rangitāne Ki Tamakinui-a-rua and Rangitāne Ki Te Wairarapa.

## 7. **Definition of the Crown**

7.1 The Crown:

7.1.1 Means Her Majesty the Queen in right of New Zealand; and

7.1.2 Includes all Ministers of the Crown and all government departments; but

7.1.3 Does not include:

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

## 8. **Mandate to Negotiate**

8.1 Kurahaupo's Deed of Mandate to represent the Kurahaupo constituent iwi in negotiations with the Crown for the settlement of Kurahaupo Historical Claims is attached as Appendix 1. The Crown's letter recognising Kurahaupo's Deed of Mandate to represent the Kurahaupo constituent iwi is attached as Appendix 2.

8.2 If representation issues arise during negotiations that cannot be resolved by agreement within Kurahaupo, the Crown will discuss with Kurahaupo a process to address those issues.

- 8.3 Kurahaupo agrees to provide the Office of Treaty Settlements with reports on the state of its mandate every three months, and the Crown agrees to advise Kurahaupo of any correspondence it receives about its mandate.

**9. Subject Matter for Negotiation**

- 9.1 The parties will together agree upon subject matters to be negotiated. Any party may raise for discussion subject matters in addition to those agreed upon.

- 9.2 The list of subject matters to be discussed will include the following categories of redress:

9.2.1 The Crown's apology and acknowledgements;

9.2.2 Cultural redress; and

9.2.3 Financial and commercial redress.

**10. Process of Negotiations**

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

*Agreement in Principle*

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

*Initialed Deed of Settlement*

- 10.1.2 The initialling of a Deed of Settlement by the parties. The Deed of Settlement will set out the terms and conditions of the settlement of the Kurahaupo Historical Claims;



*Ratification*

10.1.3 The presentation by Kurahaupo of the initialled Deed of Settlement to the Kurahaupo constituent iwi for ratification in a manner to be agreed by the parties;

*Deed of Settlement Signed if Ratified*

10.1.4 The signing of the Deed of Settlement on behalf of the Kurahaupo constituent iwi if the Deed of Settlement is ratified;

*Governance Entity*

10.1.5 The approval by the Crown, and the ratification by the claimant group, of a governance entity or entities to represent the Kurahaupo constituent iwi and to receive and manage the settlement assets; and

*Settlement Legislation*

10.1.6 The passage of settlement legislation. The settlement of Kurahaupo Historical Claims will be effective once a suitable governance entity, or entities, is ratified and approved to hold the settlement assets and the required settlement legislation receives the Royal Assent.

## 11. **Recognising the interests of the individual Kurahaupo constituent iwi**

11.1 The parties acknowledge that the settlement package will need to recognise the interests of the individual Kurahaupo constituent iwi, and that this will be the subject of discussion during the negotiations.

11.2 The parties agree that it may be appropriate for some redress to be linked, or provided directly to, the individual Kurahaupo constituent iwi. This may include:

11.2.1 The return of particular wahi tapu sites;

11.2.2 The Historical Account, Crown Acknowledgements and Apology; and

11.2.3 Certain other items of redress.

## **12. What the Settlement of Kurahaupo Historical Claims Will Enable**

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

12.1.1 Final settlement of all Kurahaupo Historical Claims, and the release and discharge of all of the Crown's obligations and liabilities in respect of them;

12.1.2 Discontinuance of the Office of Treaty Settlements landbank arrangement for the protection of potential settlement properties for the benefit of Kurahaupo and the Kurahaupo constituent iwi;

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

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

12.1.5 Discontinuance of any legal proceedings or proceedings before the Waitangi Tribunal in relation to Kurahaupo Historical Claims.

## **13. Communication and Provision of Information**

13.1 The parties will each ensure regular and appropriate internal consultation procedures throughout the negotiations, taking into account the need to keep

the claimant communities informed, but also the need for confidentiality regarding third parties.

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

14.1 The parties agree that overlapping claim issues over redress items will need to be addressed to the satisfaction of the Crown before a Deed of Settlement can be concluded. The parties also agree that certain items of redress provided to the Kurahaupo constituent iwi as part of the Deed of Settlement may need to reflect the importance of an area or feature to other claimant groups.

14.2 Kurahaupo will discuss the interests of the Kurahaupo constituent iwi with overlapping claimants at an early stage in the negotiation process and endeavour to establish a process by which they can reach agreement on how such interests can be addressed.

14.3 The Crown may assist Kurahaupo as it considers appropriate and will carry out its own consultation with overlapping claimants.

14.4 The parties acknowledge that addressing overlapping claims may delay the negotiations. In the event such delays arise as a result of issues relating to overlapping claims the parties agree that the negotiations between them will continue in good faith and that any such delays do not constitute a breach of good faith.

#### **15. Not bound until Deed of Settlement**

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

#### **16. Governance Structure for Settlement Assets**

16.1 The parties agree that, before settlement legislation can be introduced, an appropriate legal entity, or entities, will need to be in place which has, or

have, been ratified by the Kurahaupo constituent iwi (in a manner to be agreed by both parties), and is in a form which both parties agree:

16.1.1 Adequately represents the Kurahaupo constituent iwi;

16.1.2 Has, or have, transparent decision making processes; and

16.1.3 Is, or are, accountable to the Kurahaupo constituent iwi.

## **17. Claimant Funding**

17.1 The parties acknowledge that the Crown will make a contribution to Kurahaupo's negotiation costs. This contribution will be paid in instalments for the achievement of specified milestones in the negotiation process and will reflect the fact that Kurahaupo is the mandated representative of its three constituent iwi.

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

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

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

18.1 The parties acknowledge that these negotiations are intended to effect the settlement of all issues relating to the Kurahaupo Historical Claims and that litigation by either of them connected with the Kurahaupo Historical Claims would be prejudicial and may cause the negotiations to cease. The parties agree, therefore, that while these negotiations are continuing neither of them will initiate or pursue before any court or tribunal any legal proceedings related to the Kurahaupo Historical Claims.

18.2 In the event litigation relating to the Kurahaupo Historical Claims becomes necessary, the party intending to initiate the litigation will give the other party ten working day's notice. During this notice period the other party may terminate these negotiations without cause. If, however, no notice of termination is given during this ten day period, the negotiations will continue but may be terminated by either party if they become untenable.

18.3 The parties acknowledge that, at the date of signing these Terms of Negotiation, Ngāti Apa's appeal to the Privy Council (Ngāti Apa Ki Te Waipounamu v Attorney General & ors) (*the appeal*) has been set down for hearing on 4 and 5 July 2006.

18.4 The parties acknowledge that the appeal, and any matter or proceedings related to the appeal, is a proceeding related to the Kurahaupo Historical Claims. The parties therefore agree that:

18.4.1 Substantive negotiations will not commence until the Privy Council has released its judgement on the appeal; and

18.4.2 Both parties reserve the right to review their position as a result of the outcome of the appeal, including their position on the commencement of negotiations.

## 19. Procedural Matters

19.1 The parties agree that:

19.1.1 Negotiations will be on a "without prejudice" basis and will be conducted in good faith and in a spirit of co-operation;

19.1.2 The negotiations will be conducted in private and will remain confidential unless otherwise agreed; and

19.1.3 Media statements concerning the negotiations will only be made when mutually agreed by both parties.

19.2 The parties acknowledge that:

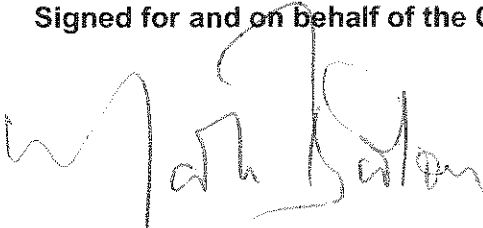
- 19.2.1 Each of them has obligations of accountability which may limit the extent to which the negotiations are able to be conducted on a completely confidential basis;
- 19.2.2 Kurahaupo has obligations of accountability to the Kurahaupo constituent iwi including the requirement to keep the Kurahaupo constituent iwi informed on the general process and progress of negotiations;
- 19.2.3 Throughout the negotiations they will discuss what information will be made available to the Kurahaupo constituent iwi in accordance with clause 19.2.2;
- 19.2.4 When information is made available to the Kurahaupo constituent iwi, Kurahaupo will take all reasonable steps to ensure that information about the negotiations remains confidential within the Kurahaupo constituent iwi and is not passed on to third parties (unless otherwise agreed); and
- 19.2.5 The Crown may be required to release information under the Official Information Act 1982. If the Crown is required to release information under the Official Information Act 1982 in relation to negotiations with Kurahaupo, it will advise Kurahaupo prior to the release of this information.
- 19.3 The parties agree that either party may withdraw from negotiations if the negotiations become untenable.

## **20. Amendments**

- 20.1 The parties acknowledge that it may be necessary to amend these Terms of Negotiation from time to time and agree that no amendment is effective until approved by both parties and recorded in writing.

**DATED** this 23<sup>rd</sup> day of June 2006.

**Signed for and on behalf of the Crown:**



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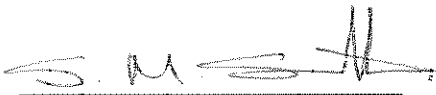
Hon Mark Burton  
Minister in Charge of Treaty of Waitangi Negotiations

**Signed for and on behalf of Kurahaupo Ki Te Waipounamu Trust:**



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Kathleen Hemi  
Chairperson, Ngāti Apa Ki Te Waipounamu Trust



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Sharyn Smith  
Chairperson, Te Rūnanga o Ngāti Kuia Charitable Trust



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Judith MacDonald  
Chairperson, Te Rūnanga A Rangitāne O Wairau Incorporated Society

## **Kurahaupo Ki Te Waipounamu Trust**

### **Deed of Mandate**

**To negotiate with the Crown for the comprehensive settlement of Ngati Apa Ki Te Ra To ( Ngati Apa), Te Runanga O Ngati Kuia (Ngati Kuia) and Te Runanga A Rangitane O Wairau (Rangitane) historical claims under the Treaty of Waitangi.**

**June 2005**



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### D- Information Booklet

### E- Information Hui

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- ii) Minutes of Hui*
- iii) Register of Attendance*

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- i) Formal Advertising*
- ii) Flyers*

### H- Kurahaupo Trust Deed

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- i) Correspondence*
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## **Introduction**

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1. This report is provided by the Kurahaupo Ki Te Waipounamu Trust as evidence of a deed of mandate. The Trust, known as the Kurahaupo Ki Te Waipounamu Trust, is subsequently referred to as Kurahaupo.
2. The report will provide a commentary on the formation of and extent of the claims of the Kurahaupo claimants of Te Waipounamu whose customary rights have been the subject of a recent enquiry by the Waitangi Tribunal. The report will also provide supporting evidence of the activities carried out by officials of Kurahaupo gaining a mandate from individuals and principal Iwi of Kurahaupo descent.

## **Background**

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3. In August 2000 the Waitangi Tribunal commenced hearing evidence from a range of Iwi claimants on matters pertaining to the acts or omissions of the Crown that were alleged to be breaches of the Treaty of Waitangi. The area that was the subject of this enquiry (WAI 785) was principally in the northern South Island, including the Marlborough, Nelson, Tasman regions and parts of the Canterbury and West Coast regions.
4. The evidential phase of the enquiry was completed in June of 2004. The Crown has acknowledged that Iwi within the northern South Island have experienced some loss and deprivation as a result of breaches of the Treaty of Waitangi. However the ability to address these matters will be delayed until the release of the report of the Waitangi Tribunal. At this stage that report is not expected to be completed and released before 2007.
5. In the meantime a number of the claimant Iwi are keen to progress their claims toward full and final settlement with the Crown. While it has been the preference of most Iwi to enter into rights based settlement program, the Crown has indicated its preference to settle with groups of claimants or large natural groupings.
6. A group of the WAI 785 claimants have come together and on the basis of a commonality of customary and contemporary issues have formed themselves into a large natural grouping. Known as the Kurahaupo Ki Te Waipounamu Trust, the principal focus of this forum is to facilitate the comprehensive settlement of the claims of the Kurahaupo claimant Iwi of Te Waipounamu.
7. By entering into this process to negotiate and settle historical claims Kurahaupo intends to seek a comprehensive settlement of all historical claims of the south island sections of the Ngati Apa, Ngati Kuia and Rangitane Iwi.

## **Description of Kurahaupo**

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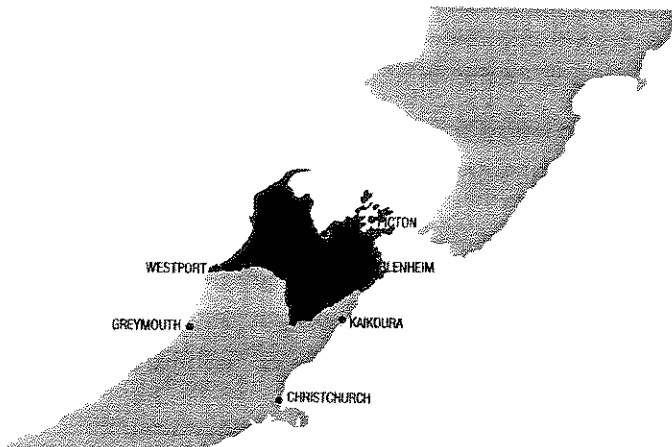
8. The Kurahaupo was one of a number of early voyaging or founding waka involved in the Polynesian settlement of Aotearoa. The present day South Island section of the Kurahaupo Iwi (Ngati Apa, Ngati Kuia and Rangitane) derive their mana whenua status principally from eponymous ancestors such as Te Huataki, Te Whakamana, Tukauae, Te Rerewa who voyaged to and settled in Te Waipounamu.
9. It was the descendants of these tupuna who were recorded as exercising customary interests within the wider rohe Kurahaupo Ki Te Waipounamu on and after 6 February 1840. These descendants who have over time evolved into the three principals or recognised Iwi of Kurahaupo:  
*and Hineuaki*

- Ngati Apa Ki Te Ra To
- Ngati Kuia
- Rangitane o Wairau

There are two of these Iwi who also have sections residing in other parts of New Zealand. Therefore it is important to state that Kurahaupo (Ki Te Waipounamu) does not seek to represent the interests of Ngati Apa in the Whanganui and Whangehu region. The same applies to Rangitane where Kurahaupo do not seek to represent the settlement aspirations of Rangitane in the Manawatu, Tamaki nui a Rua or Wairarapa regions.

## Extent of the Kurahaupo Rohe

10. The area of land recognised as being the extent of the lands for which the respective Iwi of Kurahaupo occupied and exercised Maori customary rights is set out in the map shown below.



11. This area is also the area covered by the deed of Mandate for Kurahaupo and can be generally described as;

*“ that area of land extending from Cape Foulwind on the West Coast to the Clarence River on the East Coast and extending from Cape Foulwind north to Farewell Spit, across Tasman Bay to Rangitoto, Totaranui, to Te Whanganui, to Cloudy Bay, Clifford Bay, Cape Campbell south to the Mouth of the Clarence River”.*

*“The area also includes the inland or hinterland expanses of Buller, Tasman, Nelson, Marlborough including the lakes of Rotoiti, Rotorua; rivers such as the Buller, Pelorus, Wairau, Motueka and the Clarence. Forests such as Golden Downs, Rai, Hira, Wairau and Queen Charlotte also form a part of this area”.*

12. While this area is presented as the rohe of the Kurahaupo, it is acknowledged that other Iwi have also established rights and live alongside us within our ancestral lands.

## List of Kurahaupo Beneficiaries

13. The beneficiaries of Kurahaupo are the members of Ngati Apa, Ngati Kuia and Rangitane identified through whakapa and accepted by the Trustees. Kurahaupo members include those who are descended from the following Tupuna who held rights to the land and were alive between 1840 and 1894.
14. Note: This is provided as a guide only. The Trust has endeavoured to research and produce the most accurate list possible.

ANURU Hone Te	KEREOPA Hana	POKIKI Hohepa
ERUERA Miriama	KEREOPA Kainu	POKIKI Mere
HAATA Tiaki	KEREOPA Kerenapu	POKIKI Pirimona
HAATA Tipi	KEREOPA Meihana	PUAHA Ramari
HAATA Teone	KEREOPA Tahuariki	PURA Kereopa/Kere
HAATA Tiki	KIHAIU Peti	RANGI Puaha Te
HAKARAIA Tiripa	KIHAIU Teone	RANGIHIROA/
HAMUERA Hama	KIHAIU Keita	TE RANGIHIROA Hopa
HAMUERA Paranihia	KURUA Temutini	RANGIHIROA/
HAMUERA Rawinia	MAAKA Kahuhunn	TE RANGIHIROA Rea
HAMUERA Riria	MAAKA Talawhio	RANGINUI Hiakai
HAPAKUKU Tiemi	MAAKA Tawhi	RANGINUI Paranihia
HAPARETA Mere	MAAKA Wirihita	RANGINUI Wera
HAPI Roka	MAHUIKA Henare	RAWIRI Meretana
HARARE/HARERE Tiaki	MAHUIKA Heni	RAWIRI Meretini
HEKIERA Hemi	MAHUIKA Hera	REWETI Kerohi
HEKIERA Manihera	MAHUIKA Hine	TAHUARIKI Karena
HEMI Hakaraia	MAHUIKA Hoani	TAHUARIKI Mere Karipi
HEMI Harota	MAHUIKA Hori Te Pa	TAHUARIKI Waiera
HEMI Hemi	MAHUIKA Te Mataniho/Matanohinohi	TAUHANGA Harata
HEMI Hiria	MAHUIKA Te Puaha	TAUHANGA Hapi
HEMI Ina	MAHUIKA Titi	TAUHANGA Neha
HEMI Kipa	MAKARINI Arihia	TAUHANGA Reupene
HEMI KITI	MAKARINI Tiro	TAUHANGA Unaki
HEMI Watene	MAKEREI WI	TAUMARU Hapimana
HEMI Eruera Te Pou	MAKITANARA/MAKITONORE Hane	TE AHURU Hone
HEMI Te Pou	MAKITANARA/MAKITONORE Hoani	TE KARIRA Tahuia
HEMI Kipa Te Pou	MAKITANARA/MAKITONORE Hohua	TE METE/METE Heni
HEMI Tahuariki Te Pou	MAKITANARA/MAKITONORE Hori	TE METE/METE Hoani
HEMI Tiri Te Pou	MAKITANARA/MAKITONORE Kainu	TE METE/METE Pita
HEMI WHIRO Amiria	MAKITANARA/MAKITONORE Mere/Meri	TE METE/METE Teera
HEKURA Manihera	MAKITANARA/MAKITONORE Naomi	TE METE/METE Teoti
HETARAKA Kaumoana	MAKITANARA/MAKITONORE Rea	TE METE/METE Tini
HOHAPATA Hare	MAKITANARA/MAKITONORE Rena	TE METE/METE Teone
HOHAPATA Pita	MAKITANARA/MAKITONORE Riria	TE METE/METE Tutua
HIPORAITI Hana	MAKITANARA/MAKITONORE Teoti	TE METE/METE Wiremu
HIPORAITI Henare	MAKITANARA/MAKITONORE Tulti	TE PIKI Paora
HIPORAITI Hoani	MAKITANARA/MAKITONORE Wiki	TE PIKI Wikitoria
HIPORAITI Kunari	MARE Mere	TE RE Tiripa
HIPORAITI Matina	MARE Maraea	TEHIKO Hera
HIPORAITI Mere	MATINA Huriana	TEHIKO Kaapu
HIPORAITI Raima	MATINA Kumeroa	TEHIKO Matangi
HIPORAITI Ria	MATINA Mere	TEHIKO Pirihiira
HIPORAITI Riria	MATINA Raharuhi	TEHIKO Waepiti
HIPORAITI Rora	MAUI Wirihana	TEKATEKA Ihaka
HIPORAITI Taare	MEHAKAKA Rawiri	TEMUTINI Henare
HIPORAITI Te One	MEIHANA Amana,	TEMUTINI Kuare
HIPORAITI Te Poha	MEIHANA Nuku	TEMUTINI Matahaere
HIPORAITI Timoti	MEIHANA Ruihi	TEMUTINI Rore
HIPORAITI Turia	MEKEREI WI	THAKA Teoti
HIPORAITI Waihaere	MEKERIKA Karaitiana	TTI Koroneho
HIPORAITI Wiremu	MEKERIKA Te One	TUPOU Hariata
IHAKA Huria	MIHAKA Paranihia	TUPOU Meihana
IHAKA Te Oti	MOA Ani	TUPOU Mi
IHAKARAIA Peti	MOA Arihia	TUPOU Pahau
IHARAIA Pani	MOA Hapareta	TUPOU Putiputi
IHARAIA Kehata	MOA Hariki	TUPOU Rahera
IRIHAMA Manihera	MOA Hoani	TUPOU Te Horo
KAHUPUKU Hohapata	MOA Hopa	TUPOU Te Koro
KAHUPUKU Pirimona	MOA Hori	TUPOU Te Rore
KAIPARA Eruera	MOA Parangi	TUPOU Tuhi
KANAE Meri	MOA Tiemi	TUPOU Waata
KAREPE/KARIPI Ani	MOA Tini	TUPORI Ropata
KAREPE/KARIPI Hoani	MOA Wiremu	TURI Hairimona
KAREPE/KARIPI Te Ata	MOANAROA Hoana	WAAKA Tame
KAREPE/KARIPI Te Amohanga	MOANAROA Maraea	WAAKA Tiripi
KAREPE/KARIPI Te One	MOANAROA Tahiri	WAAKA Kurahamia
KAUAE Mere	NGAMIRO Pirihiira	WAAKA Tiemi
KERE Hariata	NOHOTA Ihatia	WAAKA Whowhenga
KERE Mere	PAORA Hekeira	WAAKA Wiremu
KERE Pipi	PAORA Hikiera	WATERE Mehaka
KERE Teone	PAORA Kiti	WATERE Hetaraka
KERE Tini	PAIRAMA Rora	WIPITI Tukihono
KERE Rangikamapuna	PARAONE Mare	WIRIHANA Nohotahi
KERE Tiripa	PITAMA Kaaro	WIRIHANA Pairama
KEREOPA Amiria	PITAMA Pirihiira	WIRIHANA Pani
KEREOPA Harena	PITAMA Wirihana	WIRIHANA Tamati
	POKIKI Hoani	WIRIHANA Tiritiri
		WIREMU Tame

## **Marae of Kurahaupo**

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15. The Marae recognised as being principally Kurahaupo are as follows; Omaka Marae (Marlborough), Tuamatene Marae (Marlborough), Wairau Pa Marae (Marlborough), Te Hora Marae (Marlborough), Taha o Te Awa Marae (Westport).

## **Hapu of Kurahaupo**

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16. During the course of the regional enquiry (WAI 785) by the Waitangi tribunal evidence was presented by professional witnesses and Iwi members that included references to Hapu affiliated to each of the three Iwi. The evidence also showed that as a result of the excesses of the musket raids and introduced diseases for which Kurahaupo people had little resistance the influence of these Hapu by 1840 as social and political institutions had effectively vanished.
17. During the land alienations over the period 1847-1860 the only tribal structures to engage with the crown were three Iwi Ngati Apa, Ngati Kuia and Rangitane. This same phenomenon occurred during the transitions relating to the investigations into landless amongst the south island natives in the late 1880s. in the final lists that were drawn up by 1891, the Kurahaupo 'owners' of these south island landless native blocks (S.I.L.N.A.) self identified as being either of Ngati Apa, Ngati Kuia and Rangitane.
18. Copies of land purchase deeds and lists of owners for S.I.L.N.A. blocks identifying the affiliations of the Kurahaupo people are attached to this report.

## **Purpose of Kurahaupo**

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19. Kurahaupo was established in response to the Crowns clear preference for negotiations with Large Natural groups. With reference to the LNG criteria, the three constituent Iwi can demonstrate:
  - Natural relationships/ shared whakapapa
  - Historical alliances
  - Land Based connections
  - Contemporary arrangements
20. As a prelude to settlement of their claims, Ngati Apa, Ngati Kuia and Rangitane have formally identified Kurahaupo as the legal entity through which negotiations regarding the settlement of each of the grievances will be had. The claims of the three Iwi represented by Kurahaupo for settlement include; - WAI 44 (Rangitane O Wairau), WAI 262 (Indigenous Flora and Fauna claim), WAI 307 (Waitangi Fisheries Claim), WAI 521 (Ngati Apa Ki Te Rato ), WAI 561 (Te Runanga O Ngati Kuia), WAI 829 (Wakapuaka, Nelson tenths and Stewart Island claim), WAI 953 (Ahu Moana Claim), WAI 1071( Seabed and Foreshore Claim), WAI 785 Northern South Island enquiry, WAI 1047 Rangitane O Kaituna, WAI 174 Rangitane Port Nicholson Claim.

## **The Kurahaupo Settlement Entity**

21. The Kurahaupo is the mandated body for the comprehensive settlement of the claims of Ngati Apa, Ngati Kuia and Rangitane. Each of these Iwi is a recognised Iwi authority in statute and has appointed the following trustees to Kurahaupo;

### **Ngati Apa**

- Kathleen Hemi; 1/6 Poynter Street, Blenheim
- June Avis Robinson; 179 Hampden Street, Hokitika.
- Margaret Dianne Bond; 38 Cleghorn Street, Blenheim

### **Ngati Kuia**

- Mark Moses; 70 Chester Street, Tawa, Wellington.
- Waihaere (Joseph) Mason, 227 Hills Street, Richmond, Nelson.
- Raymond Smith, 122 Waikawa Road, Picton

### **Rangitane**

- Richard Bradley, 6 Woodland Road Johnsonville
- Judith Thwaites (Nee MacDonald) 48 Budge Street, Blenheim.
- Jeffery Hynes, 10 Fell Street, Grovetown.

## **Trustee Decision-Making Process**

22. Upon gaining a formal mandate, decisions on negotiators, their terms of reference (including reporting requirements and decision making powers) will be made by the Kurahaupo Trustees. The negotiation team once established will report to the Trustees who will develop a negotiation brief for the negotiators that will define key issues for settlement.
23. The Kurahaupo Trustees are required to present any proposed settlement to Ngati Apa, Ngati Kuia and Rangitane and receive ratification of that settlement by Ngati Apa, Ngati Kuia and Rangitane before entering into any binding agreements.
24. A copy of the Kurahaupo Trust Deed which covers these areas is attached as an appendix.

## **Kurahaupo Mandate Strategy**

25. The formal agreement and an application to the Minister of Treaty Settlements resulted in an acknowledgement (from the Minister) on 8 November 2004 that the Kurahaupo triumvirate was a viable group for Treaty settlement negotiations. The Trust deed was formally approved by the inaugural Trustees appointed by the constituent Iwi on the 2 of December 2004. Formal recognition and support for Kurahaupo was given by the Marlborough District Council on the 16 December 2004.
26. An application to the Crown Forestry Rental Trust for funding assistance to carry out mandating activities for the three Kurahaupo Iwi was approved on 21 of December 2004. On 15 February 2005 the Office of Treaty Settlements approved the Kurahaupo Mandate strategy. In April and May 2005 Kurahaupo conducted Information Hui at Napier, Levin, Blenheim, Nelson, Westport and Christchurch. Overwhelming support was received at those Hui for the initiative of the Kurahaupo Trust.

## **Kurahaupo Mandating Process**

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27. Kurahaupo initiated a comprehensive advertising and notification process. They held Information Hui at Napier, Levin, Blenheim, Nelson, Westport and Christchurch.
28. Information Hui were advertised by newspapers circulating in all districts. Copy of the advertisement and advertising schedule is attached to this report.
29. 300 Flyers in the format attached to this report were posted in areas where Kurahaupo people could be expected to visit. In addition notification was given through Panui and other forms of notification.
30. Kurahaupo prepared an information booklet which together with an information letter was sent to all members registered on the Kurahaupo register. The Information booklet and covering letter are attached to this report. The Information booklet also contained advice of the mandate Hui, the location, venue time and date.
31. Mandate Hui were held in the following locations:
  - Auckland 5 June 2005
  - Hamilton 4 June 2005
  - Napier 6 June 2005
  - Palmerston North 6 June 2005
  - Wellington 7 June 2005
  - Blenheim 9 June 2005
  - Nelson 10 June 2005
  - Westport 10 June 2005
  - Christchurch 11 June 2005
32. Extensive advertising of the Mandate Hui was carried out including advertising in newspapers circulating in each respective district. Copy of that schedule is attached to this report. 450 coloured A3 Flyers were distributed in Marae, supermarkets, libraries and other areas where Kurahaupo people could be expected to attend. Copies of the flyer are attached.
33. Kurahaupo have established a website [www.kurahaupo.org.nz](http://www.kurahaupo.org.nz) and the details of the mandate Hui are identified on that web site. A copy of the web site home page is included with this report.
34. Each individual Iwi have advised their members by way of individual Panui of the mandate Hui. Formal newspaper adverts of the Mandate Hui were published in the following newspapers.
  - Hamilton (Waikato Times) 27 May & 3 June
  - Auckland (Auckland Herald) 28 May & 3 June
  - Napier (Hawke's Bay today) 30 May & 4 June.
  - Palmerston North (Manawatu Standard) 30 May & 4 June
  - Palmerston North (Wanganui Chronicle) 30 May & 4 June.
  - P/North (The Tribune) 5 June
  - Wellington (Dominion Post) 31 May & 6 June
  - Blenheim (Marlborough express) 2 June and 8 June
  - Nelson (Nelson Mail) 3 June & 9 June
  - Westport (Westport News, Greymouth evening Star, West Coast times) 3 June and 9 June.
  - Christchurch (The Press) 4 June and 10 June.

## Mandating Hui

35. Each advert for Mandate Hui identified the date time and venue of all Hui so people had the opportunity to select a preferred venue. All Hui followed the same format:

- Refreshments
- Karakia
- Introduction
- Comprehensive Formal Power point presentation covering:
  - An explanation of the purpose of the Hui
  - An explanation of a Deed of Mandate
  - Clarification of the need to form a legal entity before starting negotiations.
  - Explanation of funding for the mandating process.
  - Explanation that they are seeking a comprehensive settlement of all claims.
  - Explanation of comprehensive negotiations.
  - Open forum- questions and answers.
  - Vote on motion:

*That the Kurahaupo Ki Te Waipounamu Trust be given the mandate to enter into negotiations with the Crown for the comprehensive settlement of Ngati Apa ki te Rato, Ngati Kuia and Rangitane O Wairau historical Treaty claims.*

36. Voting was conducted by a show of hands. Only persons 18 years of age and over were permitted to vote. The outcome of the voting at each Hui is enclosed together with a report and minutes from each Hui.
37. Independent observers from Te Puni Kokiri were present at every Hui. Signed attendance registers were kept and are attached to this report.

## Outcome of Mandate Hui

38. Minutes of the meetings are attached for your information.

A formal consistent process was used at each Hui for voting. Results are as follows:

Venue	Date	Entitled to Vote	Support	Against	Abstained
Hamilton	4.6.05	10	10	-	-
Auckland	5.6.05	14	13	-	1
Napier	6.6.05	7	7	-	-
Palmerston North	6.6.05	31	30	-	1
Wellington	7.6.05	13	13	-	-
Blenheim	9.6.05	31	29	-	2
Nelson	10.6.05	19	19	-	-
Westport	10.6.05	3	3	-	-
Christchurch	11.6.05	15	15	-	-



## **Other Submissions**

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39. A number of Members expressed their inability to attend Mandate Hui for various reasons. They however wanted their support to be recorded. Written support from those people is attached.
40. A letter dated 5 May 2005 from Te Runanga A Rangitane O Kaituna Incorporated is attached. Also attached is a reply from Kurahaupo.
41. At mandating hui held in both Wellington and Nelson representations were made by two speakers on behalf of a *Ngai Tutepourangi* stating to be a Hapu of Ngati Kuia. The speaker at the Wellington hui supported the mandate proposal. The speaker at the Nelson hui did not speak against the motion and presented a written submission to the presenters and left the hui to go to another meeting. Submission note is attached to this report.

## **Disclosure of the Deed of Mandate**

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42. Kurahaupo agrees that the crown may make the deed of Mandate known to the public and give the details of the deed of Mandate to any claimant groups if asked.

## **Conclusion**

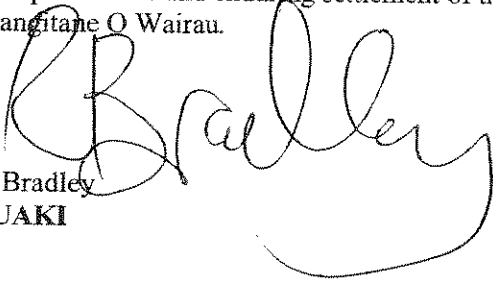
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43. The Kurahaupo Trust was established to meet the settlement aspirations of three of the principal Iwi of the northern South Island. The structure and membership of the Kurahaupo was consistent with the criteria of the Crown to deal with large natural groupings of claimant Iwi.
44. The three Iwi that comprise Kurahaupo are already recognised statutory entities in their own right for the management of customary and commercial fisheries and a range of other tribal assets. The recent reactivation of alleged Hapu of Kurahaupo has arisen more as a response to the treaty settlement process than a genuine socio-political renaissance amongst the wider membership of the respective Iwi.
45. Certainly the process of any of these alleged Hapu for gaining recognition and support of the wider membership has not been as robust as that undertaken by Ngati Apa, Ngati Kuia and Rangitane.
46. The Crown's reluctance to engage individual settlement negotiations with each of the eight Manawhenua Iwi of the northern South Island would not be enhanced by including a similar number of Hapu claimants.
47. Kurahaupo received recognition from the Minister of Treaty Settlements as an appropriate entity to seek a mandate from its members for the comprehensive settlement of their claims. They (Kurahaupo) also received recognition and support from the Marlborough District Council and the Crown Forestry Rental Trust.
48. The mandating strategy was approved by the Office of Treaty Settlements earlier this year and representatives of Kurahaupo have travelled around the country to inform their members of the Kurahaupo proposal. The members have also had an opportunity to discuss the proposal and have voted overwhelmingly in support of the motion.

*“That the Kurahaupo Ki Te Waipounamu Trust be given the mandate to enter into negotiations with the Crown for the comprehensive settlement of Ngati Apa Ki Te Rato, Ngati Kuia and Rangitane O Wairau historical Treaty claims.”*

49. It is on the basis of that public support that Kurahaupo Ki Te Waipounamu Trust would state that they have established a clear mandate from their membership to enter into negotiations for the comprehensive and enduring settlement of the historic claims of Ngati Apa Ki Te Rato, Ngati Kuia and Rangitane O Wairau.

Richard Bradley  
**TUMAUKI**

A large, stylized handwritten signature in black ink, appearing to read 'Bradley', is written over the text of paragraph 49.

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Appendix Z

**Office of Hon Mark Burton, M.P. for Taupo**  
Minister of Justice  
Minister of Local Government  
Minister in Charge of Treaty of Waitangi Negotiations  
Minister Responsible for the Law Commission  
Deputy Leader of the House

23 NOV 2005

Richard Bradley  
Chairman  
Kurahaupo ki Te Waipounamu Trust  
PO Box 744  
BLENHIEM

E te rangatira tēnā koe

**KURAHAUPO KI TE WAIPOUNAMU TRUST DEED OF MANDATE**

Thank you for submitting your Deed of Mandate to the Crown to negotiate an offer for the settlement of Kurahaupo (Ngāti Apa ki Te Ra To, Ngāti Kuia and Rangitāne Ō Wairau) historical Treaty claims.

We have concluded that Kurahaupo ki Te Waipounamu Trust has the support of Kurahaupo ki Te Waipounamu people and is an appropriate body to represent Ngāti Apa ki Te Ra To, Ngāti Kuia and Rangitāne Ō Wairau in settlement negotiations with the Crown.

We are pleased to recognise the mandate of the Kurahaupo ki Te Waipounamu Trust to represent the people of Ngāti Apa ki Te Ra To, Ngāti Kuia and Rangitāne Ō Wairau in negotiations for the comprehensive settlement of all historical claims. The mandate of the Kurahaupo Trust is recognised on the basis that Kurahaupo iwi continue to work together as a large natural group. If one iwi withdraws from the Trust (and therefore from the negotiations) the Crown will reassess whether to continue with negotiations.

Dean Cowie, (acting) Director of the Office of Treaty Settlements, will contact you shortly to discuss the next stage of the settlement process. We look forward to working with you.

Nā māua noa atu

Hon Mark Burton  
Minister in Charge of Treaty of  
Waitangi Negotiations

Hon Parekura Horomia  
Minister of Māori Affairs