

DEED OF AGREEMENT

THIS DEED IS MADE THIS 2nd DAY OF October 1996

BETWEEN HER MAJESTY THE QUEEN ("the Crown") acting by the
Minister in Charge of Treaty of
Waitangi Negotiations

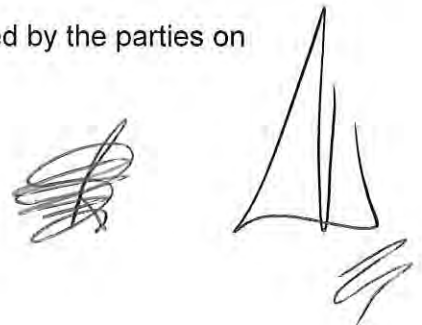
AND THE REPRESENTATIVES OF THE TE MAUNGA RAILWAYS LAND
CLAIM (WAI 315)
On Behalf Of The Wai 315 Claimants

RECITALS

- 1 The claim (Wai 315) concerns 6,070 square metres of land at Te Maunga (Papamoa No 2 Section 10B2C2 Block) formerly owned by members of the Ngai Potiki hapu of Ngai Te Rangi, a tribe of Mataatua descent. The land was taken by the Crown in 1955 for Railways housing under the Public Works Act 1928. In 1992 Michelle Henare and other successors to the original owners filed a claim (amended in 1993) with the Waitangi Tribunal alleging a number of breaches of the Treaty of Waitangi relating to Crown actions under public works legislation and the New Zealand Railways Corporation Restructuring Act 1990. The Tribunal reported on the claim in 1994.
- 2 In compulsorily acquiring the land in 1955 the Crown did not afford the Maori landowners an appropriate level of consultation. When the land became surplus, the Crown (New Zealand Railways Corporation) failed to seek out the successors to the owners and to offer the land back to the correct people.
- 3 The Crown acknowledges, and expresses regret, that it breached the principles of the Treaty of Waitangi by failing adequately to consult and negotiate with the owners of the land when the land was originally acquired; by failing to seek out the successors to the owners and to offer the land back to the correct people when the land became surplus; and that these breaches prejudiced the claimants.
- 4 The claimants have been discussing settling the claim with the Crown since 1995.

Agreement Reached

- 5 As a result of negotiations an agreement has been reached by the parties on the following four main points:

The block contains two handwritten signatures. The signature on the left is a cursive scribble, likely representing the Minister in Charge of Treaty of Waitangi Negotiations. The signature on the right is a more stylized, angular scribble, likely representing the representatives of the Te Maunga Railways Land Claim (Wai 315).

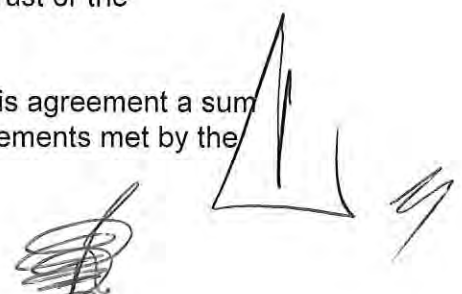
- i the Crown will offer an apology for the breach of the principles of the Treaty of Waitangi [as stated in para 3 of the 'Operative Part' below] ;
- ii Papamoa No 2 Section 10B2C2 Block will be vested in a trust, to be established by the claimants, at no cost to the trust or claimants;
- iii claimant legal costs and disbursements of \$10,631.74 (GST inclusive) are included in the settlement;
- iv claimant negotiation costs of \$5,000 (GST inclusive) are included in the settlement.

Representation

- 6 The claimants signing this Deed agree that they are mandated representatives of the Wai 315 claimants.
- 7 The claimants have agreed to establish a trust to be called the 'Papamoa 10B2C2 Trust'. In relation to the Wai 315 claim the trust will be the legitimate representative of:
 - i the Wai 315 claimants; and
 - ii for the land described in the first paragraph of this Agreement, the beneficial descendants of the original owners.

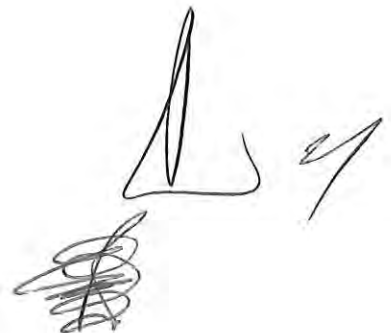
OPERATIVE PART

- 1 This Deed constitutes the entire agreement between the parties and will form the full and final settlement between the Crown and the claimants of all aspects of the Wai 315 claim and any other claim arising out of Wai 315 whether at law or otherwise. The claimants agree that this settles all aspects of their claim, Wai 315, including costs, legal or otherwise.
- 2 This Deed is intended to create legal relations between the parties and will become operative upon the date of execution.
- 3 The Crown apologises and expresses regret for breaching the principles of the Treaty of Waitangi in that it failed to adequately consult and negotiate with the owners of the land when the land was originally acquired, and in that it failed to seek out the successors to the owners and to offer the land back to the correct people when the land became surplus.
- 4 Under Te Ture Whenua Maori Act 1993 the Crown will make an application to the Maori Land Court that Papamoa No 2 Section 10B2C2 Block be vested in the 'Papamoa 10B2C2 Trust' at nil consideration to the Trust or the claimants.
- 5 The Crown will pay to Michelle Henare on execution of this agreement a sum of \$10,631.74 (GST inclusive) for legal costs and disbursements met by the



claimants in relation to the actions of New Zealand Railways Corporation between April 1985 and August 1994.

- 6 The Crown will pay to the Trustees of the 'Papamoia 10B2C2 Trust' on the establishment of the Trust a sum of \$5,000 (GST inclusive) for the claimants' negotiation costs in 1995 and 1996.
- 7 The Crown may publicise this settlement, but before doing so, the Crown will consult with the claimants' negotiators.
- 8 Within two months of the signing of this Agreement, representatives of the claimants and counsel for the Crown will file with the Waitangi Tribunal a memorandum informing the Tribunal that a settlement has been reached in the Wai 315 claim and will also file with the memorandum a copy of the signed Agreement as evidence of the settlement.

The image shows three handwritten signatures or initials in black ink. One is a large, stylized signature, another is a smaller, more compact signature, and the third is a set of initials.

SIGNED BY:

Honourable Douglas Arthur Montrose Graham
Minister in Charge of Treaty of Waitangi Negotiations

) 

In the presence of

) 

(Witness)

Name LAUREN PERRY
Address WELLINGTON
Occupation SOLICITOR

John Farrell

) 

and

Michelle Henare

) 

and

Matini Taikato

) 

for and on behalf of the Wai 315 claimants

In the presence of

) 

(Witness)

Name RANGIMARIE MAKARANGI
Address 36 TAREHALANE R.D. 5 TANGAHUA
Occupation

DEPUTY CHAIRMAN: TANGAHUA MARAE

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MANUKAU PRISON BLOCKS INC.