

HEADS OF AGREEMENT

relating to the disposal of Railways surplus land
in the Whanganui a Orotu rohe

PURPOSE

1. The purpose of this agreement is to set the structure, the procedures and the agenda for detailed discussions between the Crown/Congress Joint Working Party ("CCJWP") and relevant groups within the Whanganui a Orotu rohe with respect to certain Railways lands which are surplus to use and proposed for disposal pursuant to the Agreement between the Crown and the National Maori Congress ("NMC") dated 10 October 1991.
2. The Parties to this Agreement are the **CCJWP**, and the **Wai 55 Claimants** (chaired by Heitia Hiha) who have nominated a working party to deal with the clearance of the Napier Railway station and associated lands within the Whanganui a Orotu, comprising, July Whenuaroa (Chairperson), Bevan Taylor, and Toro Waaka.
3. This agreement proceeds on the basis that the above group, supported by Te Runanganui o Ngati Kahungunu, will represent all claimants within the Whanganui a Orotu rohe with whom the CCJWP should be holding discussions.

TERMS

4. Discussions are to be confidential to the CCJWP and the representatives appointed by the relevant group, hereafter referred to as "the Claimants' representatives".
5. These discussions do not affect any current or future claims to the Waitangi Tribunal, except to the extent that any settlement received will comprise a

"down payment" on the Crown's final settlement with the group or groups concerned.

6. It is acknowledged that all agreements reached by representatives of the CCJWP and the claimants' representatives must be ratified by both Parties before becoming binding. In the case of the CCJWP all agreements will be ratified at the next monthly meeting of the Crown/Congress Joint Working Party. In the case of the claimants, all agreements must be ratified by a Hui a Iwi of the Wai 55 Claimants.
7. The Parties agree that every endeavour will be made to resolve any grievance or difficulty arising with regard to the discussions. Where any such grievance or difficulty cannot be resolved among the claimants' representatives, then a meeting of the relevant claimants will be convened in order to resolve the issues.
8. The Parties will make every endeavour to facilitate the agreement of any other claimants who establish a special interest in the areas concerned, and will seek to make suitable arrangements where necessary.
9. No statements will be made to the news media, the wider public, or other Iwi groups unless agreed by the Parties.
10. Meetings will be held at venues as selected and agreed upon by the Parties.
11. The discussions may be in either English or Maori with each Party providing its own interpreters.

12. The CCJWP will hold discussions with the claimants' representatives who will then be responsible for disseminating all information to the group(s) for whom they are acting.
13. The parties to this Agreement acknowledge that 5 per cent of any monetary settlement will be deducted from the proceeds resulting from those discussions and paid to NMC.
14. Agreement will be sought on the following issues:-
 - (a) The district to be covered by this agreement;
 - (b) The identification of claimants traditionally associated by whakapapa with any particular parts of that District;
 - (c) Full disclosure of lands surplus to NZRC use within that District;
 - (d) Classification of which lands are of special cultural or spiritual significance to the claimants traditionally associated with that particular part of that District;
 - (e) Identification of lands which the claimants desire to have transferred to it as a land reserve, whether pursuant to a general or specific claim;
 - (f) The identification of lands which are available for disposal by Railcorp;
 - (g) The identification of situations where it is appropriate that a monetary reserve be set aside for the benefit of the relevant claimants;

- (h) The identification of lands to which no claim is made;
 - (i) Identification of historical research required to support recommendations to be made by the Secretariat to the Joint Working Party.
15. It is agreed that the CCJWP will immediately proceed with the production of schedules of lands which are to be the subject of these discussions.

TIME FRAME

16. The parties to this Agreement acknowledge that the CCJWP is working to a strict timetable, and that it is required to conclude agreement with claimants for the clearance of the Railways surplus properties which are the subject of this Agreement by 30 November 1992. The parties agree that every endeavour will be made to meet the CCJWP's timetable.

FUNDING

17. To facilitate the agreement for clearance of the Railway surplus properties, the CCJWP agrees to provide financial assistance to claimants to enable them to meet reasonable consultation and coordination costs connected with their discussions with the CCJWP. Such financial assistance will not exceed \$15,000 in aggregate over two months.
18. Those claimants to whom the CCJWP provides financial assistance agree to reimburse the CCJWP from the proceeds of any future settlement arising from this agreement. Those claimants requiring financial assistance agree that the CCJWP will direct all funding to the Whangaroa Trust account, which is administered by Mrs Maree Puna, Mr Patrick Parsons, and Mrs Margaret Kemp

RATIFICATION

19. This Heads of Agreement will be ratified at the CCJWP's next meeting and becomes valid when signed by the authorised representatives of the claimants.

Dated at this day of 1992

Wai 55 Claimants
(as represented by
Mr Heitia Hiha)
MAKERETA TAHIMARAE
MAREE PUNA.

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1 *Makereta L.L.M. Puna.*

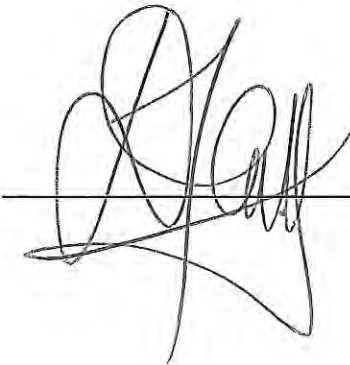
Te Runanganui o
Ngati Kahungunu

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Carrie Wainwright
Co-Manager
Crown/Congress Joint
Working Party

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Donna Hall
Co-Manager
Crown/Congress Joint
Working Party

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Witnessed by:-

John Hohepa

Emeti Pene Karamatua

Wi Hakiwai

J. P. P.

KAHUREREMOANA HINGAKUNA

Yachin

Mary P. Pahi
M. P. P.

Patrick Parsons

Ngahua Russell

Hineiaia Pene

Witnessed by:-

Michael

E. J. Smith

Myel Huchel

Mrs. Rupa Haraburay

Joro Rada

Margaret Kemp

Bever Taylor

Warwick Charles Wharman

R. A. W.
