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RAUPATU REPORT

FULL BOARD MEETING

26 OCTOBER 1995

Please bring your copy to hui.

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Report #1  
to  
Whakatohea Negotiating Committee  
Whakatohea Maori Trust Board

10 October 1995

Following is my first report since being appointed as Project Manager.

#### Deed of Mandate

A Deed of Mandate has been submitted to the Office of Treaty Settlements for Cabinet's consideration, as required by the Crown before they enter into negotiations with any claimant. Copy attached.

I met with OTS staff on Monday, 10 October and we discussed the Deed of Mandate. During our discussion OTS raised 2 issues:

- That the Crown requires all of Whakatohea's claims be detailed in the Deed of Mandate and that our Deed was perhaps somewhat general in nature in the description of our claim.

*I advised OTS officials that our Deed confirms negotiation will cover all Whakatohea iwi claims within our tribal rohe as described in the Deed.*

- That they had concerns the Deed of Mandate refers to negotiating those claims which are unique to Whakatohea the iwi.

*I advised OTS officials that this needed to be clearly stated in that manner as Whakatohea could not be held responsible for claims submitted by individuals, whanau or any other groups.*

#### Funding of the Negotiating Process

Attached is a copy of the letter confirming the amount Whakatohea is requesting for the negotiation process. Your approval is sought for this letter to be handed to the Crown on Friday, 14 October. OTS have advised me that following receipt of this letter we can then expect to receive funding approximately 30 November. The long delay is because of the Government process whereby OTS submit a paper to an officials committee of other Government departments. It is my intention to also pressure the Crown through Ian McLean to try and speed up this process.

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Draft Settlement Proposal

Attached is a suggested opening position for Whakatohea.

My advice to the negotiating committee is that we do not try and quantify our grievances in terms of 1995 dollars. Our negotiation philosophy should be "THIS IS WHAT YOU DID TO US, THIS IS WHAT WE WANT". We should reject all attempts at getting us into a debate on settlement relativity with Tainui. If the Crown insists on relativity discussions then I will put forward relativity arguments which demonstrate our proposal is very fair and logical: such as Ngati Whakauae; the proposed settlement payment to Alan Titford, the Pakeha farmer from Northland; and proposed compensation for Pakeha farmers who have been affected by the Tainui settlement.

The attached draft proposal is fairly self explanatory. While I expect the Crown will agree to a number of the proposal elements they will likely reject others. Given the stated amount of \$170 million for settling the Tainui claim this will almost certainly include the proposed cash component of \$130 million. However, I am confident of being able to justify with logic and precedence all elements of the proposed settlement.

While the delays in receiving funding from the Crown are frustrating, the funding advanced by the Trust Board should allow us to keep up the momentum of the settlement process. OTS officials have stated that they would like to come to Whakatohea. Perhaps this may be an appropriate time for Whakatohea to present its settlement proposal to the Crown. Therefore, I seek:

- your views, suggestions and/or support for the draft settlement proposal;
- your views on how this proposal should be presented to the Crown.

#### Health Centre

You are probably aware of all the discussion and posturing concerning the establishment of a "one stop shop" for health in Opotiki. I have been approached by most of the various interested parties and it is clear that as far as Whakatohea is concerned there are a number of people talking past each other. Consequently I have arranged with Robyn Towersey, the interim chairperson of the proposed Community Trust, to have Heather Thompson and the Grafton Group meet with those of Whakatohea with an interest. This includes the Trust Board, the negotiating committee, Lady Mary Delamere, Dr Guy Naden, Adrianna Edwards. From this exercise I hope to achieve a consensus Whakatohea position.

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#### Letter of Appointment

Attached is a copy of the letter given to the Office of Treaty Settlements confirming my appointment as Project Manager.

#### Contract - Budget

Attached is my proposed contract together with a detailed 6 month budget. I believe the contract is self explanatory. While the contract refers to the sum of \$180,000 it will be my aim to keep costs to an absolute minimum.

Currently my position is somewhat exposed as I have already been given leave of absence without pay by TPK. Therefore, I need my situation confirmed today. The contract requires that the necessary funds be kept in a separate bank account to be withdrawn by the signature of myself plus Tahu Taia or Frank Matchitt within the general terms of the budget. Given the rather volatile nature of iwi politics and Claude's health I have had this clause put in to protect my position.

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# DEED OF MANDATE

TREATY OF WAITANGI CLAIM NO. 87

CLAIMANTS: Claude Augustin Edwards  
on behalf of ngā hapu o Whakatōhea:


- Ngai Tama
- Ngati Rua
- Ngati Patu
- Ngati Ngahere
- Ngati Ira
- Upokorehe

## DESCRIPTION OF BENEFICIARIES

The descendants of the people of the hapu of Whakatōhea who were subjected to the many injustices of raupatu in the 1860s and the subsequent legislation and policies, which breached the spirit, letter and intent of the Treaty of Waitangi, these being deliberate actions by the Crown.

## DESCRIPTION OF THE ROHE OF WHAKATOHEA

Commencing at Pakihi at the mouth of the river along the sea coast to the mouth of the Waiotahe stream to the mouth of the Ohiwa Harbour past Tehoro (a hill) on to Maraetotara and then turning inland southwards to Puhikoko (a hill) by straight line to Pukemoremore (a hill) then to Mapouriki (a hill) at one time a fighting pa. Then descending to Waimana Stream Mapouriki being on the bank; following the stream; then following Parau Stream to Tangata-e-roha (a hill) on to Kaharoa (an old settlement); from Kaharoa to TaHarakeke a ridge leading towards Maungapohatu to Maungatapere (a hill) descending into the Motu river to Kaitaura falls to Peketutu (a rock in the river that was an old crossing); leaving the river and up a ridge to Whakararonga (a hill); following the hill tops till it reaches Tipi o Houmea (a peak) descending towards Makomako (another hill) till it crosses Takaputahi Stream to Ngaupoko Tangata (a mountain) following the ridge to Kamakama (a mound resting place); along the ridge to Oroi (a trig station) then turning seawards to Te Rangi on the sea coast, (a stone visible on the sea coast at low tide); then along the sea coast to the mouth of the Opape Stream, to Awahou Stream to Tirohanga and back to Pakihi.



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ORGANISATION AUTHORISED TO GIVE MANDATE TO NEGOTIATE

Name: Whakatohea Raupatu Negotiating Committee

Description: Committee members are those persons selected by the hapu of Whakatohea. The initial 14 committee members were ratified by order of the Maori Land Court, 2 February 1994, 69 Opotiki MB 11-26.

- Claim Manager: Karauria Augustin Edwards
- Ngati Patu: John Hata
- Ranginui Walker
- Ngai Tama: Tenga Biddle
- Muriwai Jones (replaced by Tu Williams)
- Ngati Rua: Tairongo Amoamo
- Teriaki Amoamo
- Ngati Ngahere: Tahu Taia
- Frank Matchitt
- Upokorehe: Charles Aramoana
- Wiremu Rewiri
- independent: Bishop Whakahuihui Vercoe

*Ngati Ira Inexplicably omitted?*  
On 18 June 1995 a Whakatohea hui-a-iwi at Terere Marae appointed John Delamere as Deputy Claim Manager.

Address: The Secretary  
Whakatohea Raupatu Negotiating Committee  
c/o PO Box 207  
OPOTIKI

CLAIMS TO BE NEGOTIATED

All claims of Whakatohea relating to actions of the Crown which breached the principles, spirit and intent of the Treaty of Waitangi and which are unique to Whakatohea the iwi.

Now wherefore the Whakatohea Raupatu Negotiating Committee, being the body authorised to negotiate the above claim with the Crown, hereby:

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1. authorises John Edward DELAMERE, Project Manager, to manage the negotiation of this claim with the Crown, pursuant to the directions of the Whakatohea Raupatu Negotiating Committee:

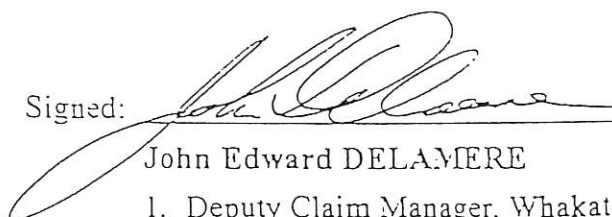
provided that:

- (a) John Edward DELAMERE shall not have the authority to negotiate and conclude a final settlement unless and until he receives approval of the final terms of settlement from;
    - (i) the Whakatohea Raupatu Negotiating Committee; and
    - (ii) a majority of voting beneficiaries.
  - (b) the Whakatohea Raupatu Negotiating Committee may, at its sole discretion, at any time, for any reason, withdraw this mandate, and upon so deciding, the authority given to negotiate shall be immediately revoked.
2. agrees 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.
  3. certifies that it has obtained authority from the beneficiaries of the claim to authorise representatives to negotiate the claim as above, such authority having been obtained by way of hui-a-hapu and hui-a-iwi as noted in the order of the Maori Land Court 2 February 1994, 69 Opotiki MB 11-26.
  4. certifies that it has received approval from the claimants to its acting as such under this Deed of Mandate.

Signed:  Date: 3 - Oct 1995

Claude Augustin Edwards

1. Claimant
2. Claim Manager, Whakatohea Raupatu Negotiating Committee
3. Chairman, Whakatohea Raupatu Negotiating Committee
4. Chairman, Whakatohea Maori Trust Board

Signed:  Date: 3 October 1995

John Edward DELAMERE

1. Deputy Claim Manager, Whakatohea Raupatu Negotiating Committee
2. Project Manager, Whakatohea Raupatu Claim

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CONFIDENTIAL

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The Crown will agree to:

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- transfer ownership to Whakatohea all land owned by all Crown entities within the Whakatohea rohe, including all Crown agencies, CHEs, departments, ministries and SOEs - including the conservation estate and the Queen's chain - such transfers to be exempt of stamp duty and any other taxes that may be payable.
- return all land owned by local government bodies within the Whakatohea rohe, recognising that local government bodies derive their existence at the behest of the Crown such transfers to be exempt of stamp duty and any other taxes that may be payable.
- pay to Whakatohea the sum of \$130 million, exclusive of GST.
- vest in Whakatohea the ownership of all lakes and rivers within the Whakatohea rohe.
- formally apologise and admit to the wrongs done by the Crown to Whakatohea, such apology to be in writing and presented to Whakatohea by an appropriate representative of the Crown at a marae in the rohe of Whakatohea.
- assist Whakatohea to set up a computerised database register of all those who identified themselves at the last census as Whakatohea.
- enter into a partnership with Whakatohea in the management and control of those conservation lands within the rohe of Whakatohea.
- enter into a partnership with Whakatohea, Ngai Tuhoe and Ngati Awa in the management and control of the Chiwa Harbour.
- reimburse Whakatohea for all expenses incurred by Whakatohea and te whanau Mokomoko in the pursuit of justice for their claims.
- vest in Whakatohea ownership of all minerals on and under land owned by Whakatohea and the Crown.
- enter into an appropriate partnership with Whakatohea in those areas where the Crown enters into a partnership with the community at large, an example being in the appointment of directors for the Eastbay Health CHE which has a population catchment of 50% Maori but currently has no Maori directors although all directors are appointed by the Crown.

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CONFIDENTIAL



CONFIDENTIAL

Whakatohea will agree:

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- to gift back to the nation all those lands currently held in the Conservation Estate, on the condition that Whakatohea:
  - as of right, be accorded a partnership in the management and control of those conservation lands; and
  - retain mineral rights to the Conservation Estate lands within the Whakatohea rohe.
- that such settlement will be in full and final settlement of all Whakatohea claims, excepting the foreshore; and
- that while such settlement is but a fraction of our loss Whakatohea acknowledge and accept the assertion by the Crown of their inability to provide full compensation for the losses and indignities suffered by Whakatohea at the hands of the Crown.

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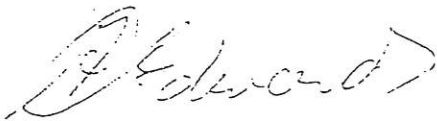
*Whakatohea Raupatu Negotiating Committee*

I, Claude Augustin EDWARDS, Claim Manger of the Whakatohea raupatu claim and Chairman of the Whakatohea Raupatu Negotiating Committee, confirm the appointment of John Edward DELAMERE to the role of Project Manager pursuant to the powers vested in me by the Maori Land Court, 69 Opotiki MB 11-26.

My decision was made on the following factors:

- that a majority of the Whakatohea Raupatu Negotiating Committee supported this appointment.
- that at Terere Marae on Sunday, 1 October 1995 a hui-a-iwi of Whakatohea voted overwhelmingly to endorse a recommendation to the Whakathoea Raupatu Negotiating Committee that John Delamere be appointed as Project Manager for the Whakatohea raupatu claim.

signed this day 1 October 1995



Claude Augustin Edwards

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Whakatohea Raupatu Negotiating Committee

PO Box 207

Opotiki

3 October, 1995

The Director  
Office of Treaty Settlements  
Private Box 180  
WELLINGTON

attention: Belinda Clark

Tena Koe

On Sunday, 1 October 1995, John Delamere was appointed Project Manager for the Whakatohea raupatu claim.

In this role he is our Chief Negotiator and has complete authority to conduct all negotiations and communication with the Crown concerning the Whakatohea raupatu claim, within the parameters set by the Whakatohea Raupatu Negotiating Committee.

As such, your office should not enter into discussion with any person claiming to represent Whakatohea without approval from either myself or our Project Manager.

Enclosed is the Whakatohea Deed of Mandate.

kind regards



Claude Edwards  
Claim Manager & Chairman  
Whakatohea Raupatu Negotiating Committee

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## AGREEMENT

between Whakatohea Maori Trust Board ("WMTB")

and the Claim Manager on behalf of the Whakatohea Raupatu Negotiating Committee ("the Claim Manager")

and Mataatua Advisory Services ("MAS")

1. The Claim Manager and members of the Whakatohea Raupatu Negotiating Committee were selected by hui-a-hapu and hui-a-iwi and confirmed by the Maori Land Court, 69 Opotiki MB 11-26, to represent the interests of the hapu of Whakatohea in negotiating the settlement of their raupatu claim.
2. The WMTB are elected by the hapu of Whakatohea and manage the assets of the Whakatohea people.
3. The Claim Manager agrees to the appointment of John Edward Delamere, an employee of Mataatua Advisory Services, as Project Manager for the Whakatohea raupatu claim. This appointment is effective from and including 1 October 1995.
4. The Project Manager will perform the tasks as set out in Schedule 1 which may be amended from time to time by agreement between the Project Manager and the Claim Manager.
5. The cost of performing the tasks set out in Schedule 1 is estimated to be \$180,000 exclusive of GST as described in Schedule 2. If costs exceed \$180,000 exclusive of GST they shall be paid for by the Claim Manager provided that the Claim Manager has approved such costs in advance.
6. The WMTB agrees to guarantee that a sum of \$100,000 will be made available on 3 October 1995 to the Claim Manager to be used for payment of services described in Schedule 1. The Claim Manager shall reimburse the WMTB on receipt of funding received by the Crown.
7. An account at the Opotiki branch of ANZ-Postbank shall be opened. The signatories of this account will be John Delamere, Tahu Taia and Frank Matchitt. Any withdrawals will require the signatures of John Delamere plus either Tahu Taia or Frank Matchitt. Funds deposited in this account will be for the services performed and described in Schedule 1. The Claim Manager will ensure that sufficient funds are deposited in this account to meet projected expenses 2 months in advance as set out in Schedule 3.

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- 8. The Claim Manager guarantees the payment to MAS of services performed in Schedule 1, subject to sufficient funding being received from the Crown.
- 9. MAS shall ensure that the necessary resources are employed to perform the tasks described in Schedule 1, such resources to include the employment of John Edward Delamere for a minimum of 40 hours per week.
- 10. Within the cost structure set out in Schedule 2, the Project Manager shall be paid a fee of \$1,500 per week plus GST.
- 11. The Claim Manager will provide a vehicle for the unlimited use of the Project Manager or some other arrangement as may be agreed between the parties. Any vehicle provided shall be returned to the Claim Manager on completion of this agreement. Any costs associated with the provision of such vehicle will be included as part of the cost structure set out in Schedule 2.
- 12. This agreement is effective from 1 October 1995 until 31 March 1996.

signed this            day of October 1995: .

\_\_\_\_\_  
 Claude Edwards  
 Claim Manager & Chairman  
 Whakatohea Raupatu Negotiating Committee

\_\_\_\_\_  
 witness

\_\_\_\_\_  
 Tahu Taia  
 Secretary  
 for and on behalf of  
 Whakatohea Maori Trust Board

\_\_\_\_\_  
 witness

\_\_\_\_\_  
 John Delamere  
 Partner  
 Mataatua Advisory Services

\_\_\_\_\_  
 witness

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## Schedule 1

1. The Project Manager will manage the negotiation process for settling the Whakatohea raupatu claim. This process will include but not necessarily be limited to:

negotiations with the Minister for Treaty of Waitangi Negotiations and/or his representatives for concluding a settlement to the Whakatohea raupatu claim, Wai 87.

- negotiating with the Office of Treaty Settlements for an appropriate level of funding for this claim.
- implementation of the settlement of the claim.
- advising the Claim Manager, the WMTB and the Whakatohea Raupatu Negotiating Committee on possible future structures for Whakatohea - the hapu, - the iwi, - the marae.
- briefing the people of Whakatohea on the claim and its progress.
- assisting the WMTB in the compilation of a beneficiaries register.

2. The Project Manager will negotiate with the Crown within parameters set by the Claim Manager.

3. Under instruction from the WMTB or the Claim Manager, the Project Manager agrees to represent Whakatohea interests in consultation with the Crown, its agencies, and local government, as circumstances warrant and time permits.

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\$45

## Schedule 2

meetings with various Crown personnel 2 trips per month, overnight in Wellington airfares, accommodation & expenses	\$15,000
meetings of rangatahi sub-committee including 3 x 2 day hui meeting fees and expenses for participants	\$20,000
Hui to inform Whakatohea whanui Tauranga, Rotorua, Kawerau, West Auckland South Auckland, Hamilton, Porirua, Hutt Valley Christchurch, Dunedin, Gisborne, Hastings airfares, accommodation, expenses, advertising	\$20,000
Project Manager management fee, vehicle costs, telephone administration costs, stationery, provision of computer and printer	\$70,000
Compilation of Beneficiary Register attending hui (national kapa haka etc) temporary employees administration (data entry etc)	\$20,000
Legal Fees estimate only	\$20,000
Miscellaneous Contingency	\$15,000
ESTIMATED TOTAL BUDGET - exclusive of GST from 1 October 1995 to 31 March 1996	\$180,000

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Project Manager management fee	6000	6000	6000	6000	9000	6000	9000	42000
computer & printer	5000				500			5000
postage	200	200	1000	200	500	1000	200	2300
stationery	500			200	200		200	1000
telephone	200			1200	1200		1200	1200
vehicle	5500	1200	1200	1200	1200	1200	1200	11500
contingency	1000	1200	1200	9300	1200	1200	1200	7000
sub-total	18400	8800	9300	9600	12100	9600	11800	70000
Beneficiary Register administration					250	250	250	1000
temporary employees					500	500	500	2000
postage					500	1500	2000	4000
travel & accommodation					500	500	500	2000
mailout					500	9000		9000
contingency					500	500	500	2000
sub-total	0	0	2250	12250	1750	12250	3750	20000
Meetings in Wellington rangatahi sub-committee	2500	2500			2500	2500	2500	15000
Whakatohea whanui hui	0	5000			7150	2850	0	20000
Project Manager	1100	8900			0	8600	0	20000
Beneficiary Register	18400	8800			12100	9600	11800	70000
Legal Fees	0	0			1750	12250	3750	20000
Miscellaneous					3000	4000	20000	20000
sub-total	22000	25200	23450	39800	25500	44050	6000	180000
Committee Expenses	2000	3000	4000	4000	3000	4000	4000	20000
TOTAL BUDGET	24000	28200	27450	43800	28500	43800	48050	200000



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	Draft Budget - Whakatohea Project Management Plan							Total
	Oct	Nov	Dec	Jan	Feb	Mar		
Meetings in Wellington (average 2 trips per month)								
airfares	1500	1500	1500	1500	1500	1500		9000
accommodation	750	750	750	750	750	750		4500
taxi & other expenses	100	100	100	100	100	100		600
contingency	150	150	150	150	150	150		900
sub-total	2500	2500	2500	2500	2500	2500		15000
rangatahi sub-committee								
meeting fees		3000	4500	3000	1500			12000
travel expenses		1000	1500	1000	500			4000
hui expenses		300	450	300	150			1200
contingency		700	700	700	700			2800
sub-total	0	5000	7150	5000	2850	0		20000
Whakatohea whanui hui (Kawerau, Rotorua, Tauranga, Auckland, Hamilton, Gisborne Palmerston North, Hastings Wellington, Christchurch Dunedin, Te Kaha)								
airfares		4000			4000			8000
transport	200	400			600			1200
accommodation		2000		1000	2000			4000
advertising		500						2000
expenses - koha		1000		400	1000			2000
contingency	400	1000			1000			2800
sub-total	1100	8900	0	1400	8600	0		20000