

# Te Rūnanga-a-Iwi o Ngāti Kahu

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KO MĀMARU TE WAKA

30 November 2015

Christopher Finlayson  
Private Bag 18041  
Parliament Buildings  
Wellington 6160

Re: Te Rūnanga ā iwi o Ngāti Kahu ("Te Rūnanga")

We acknowledge receipt of your letter of the 13<sup>th</sup> of October and we note your expressed concern about the extent of our mandate in respect of which we respond as follows.

1. That as stated in our previous letter, and as expressly recognised by your predecessor Margaret Wilson, at no time has Te Rūnanga had the support of all hapū of Ngāti Kahu and all claimants to the Waitangi Tribunal who whakapapa to Kahutianui. The Crown has always sought to force a position that Te Rūnanga represents everyone in Ngāti Kahu. Te Rūnanga has been at pains to ensure that the Crown were patently clear that Te Rūnanga has never purported to represent everyone. That continues to be the case with marae such as Parapara and Te Kauhanga. However, Te Rūnanga has always left open the opportunity for those marae and hapū to be involved with Te Rūnanga and that continues to be the case. At times those marae have participated on Te Rūnanga. Currently they have chosen not to and that is their right. It is not for Te Rūnanga, or the Crown for that matter, to force representation upon anyone.
2. Te Rūnanga is the mandated iwi authority for the iwi of Ngāti Kahu. That mandate was provided by the people of Ngāti Kahu and recognised by the Crown. As such Te Rūnanga has since 2003 sought a comprehensive settlement of the claims of Ngāti Kahu as per the Deed of Mandate paragraph 2. However the Crown's offer (historical and recent) has not been sufficient to justify agreement to the offer being accepted as a comprehensive settlement.
3. With regard to the Terms of Negotiations document which records at paragraph 1(c) that it is not legally binding, part of which you have enclosed, you should have noted that paragraph 2(a) states;

### *"Objective of the Negotiations"*

2. *The Crown and Ngāti Kahu agree that the objectives of the negotiations will be to*
  - a. *Negotiate in good faith a comprehensive, final and durable settlement of all of Ngāti Kahu historical claims, which is fair in all the circumstances*
4. The offer that you have presented to Ngāti Kahu will not provide a durable settlement of all of Ngāti Kahu's historical claims which would be fair in the circumstances. Therefore it cannot, nor will it, be accepted in its current form as being either comprehensive or final. At best it could only provide a Partial Settlement and that is what you have been advised.
5. I also note that you have been inappropriately selective and not referred to the rest of the Terms of Negotiation document between Ngāti Kahu and the Crown. If you had, you would have noted that Ngāti Kahu's mandate is set out on page 4, paragraph 10 of the document, and the protocols which provide for the accountability of the Ngāti Kahu negotiators is set out at appendix 5. Importantly they set out a number of criteria which the Crown has been fully aware of since execution of the Terms of Negotiation which include;

### **Appendix 4**

2. *"Te Rūnanga a iwi o Ngāti Kahu intends to seek a comprehensive settlement ..."*
6. That does not mean Te Rūnanga will be bound to a comprehensive settlement. Just that it will try to get one. If it is unsuccessful in that endeavour then other options are clearly what will be considered by Te Rūnanga.

### **Subject Matter for Negotiation**

15. *Te Rūnanga and the Crown acknowledge that while negotiations will not be limited to the subject matter in the following document, these documents inform the negotiations:*
  - a. *The Ngāti Kahu Settlement Package, September 2000 which is currently being revised.*
7. The above mentioned settlement package extends beyond that which is currently provided for in the current Agreement in Principle and therefore is a matter which the whānau, hapū and iwi have balanced the current Crown Offers against.

### **Appendix 5**

9. *The Negotiators are authorised to negotiate the settlement of Ngāti Kahu's Historical claims and will commence negotiations using the settlement package entitled "Finalising the Settlement Package for the Ngāti Kahu Land Claims within the Muriwhenua Land Claims: Information Package (5 September 2000)" as the starting point, and any subsequently approved updates of that settlement package.*
10. *The Negotiators are to consult, take direction from and report back to Te Rūnanga on all aspects of the negotiations.*
8. The Negotiators have done precisely as required of them under clause 10 above and as a result Te Rūnanga have updated their settlement requirements which included rejecting the Crown's Comprehensive Settlement offer and instead proposed to accept it as a Partial Settlement. Again these are matters the Crown were fully aware could occur.

9. Finally in terms of the Terms of Negotiations we note;

29. *Te Rūnanga and the Crown agree that:*

*a. Negotiations will be on a “without prejudice” basis and will be conducted in good faith and in a spirit of co-operation;*

*Also in;*

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

10. On several occasions you, as Minister of Treaty Negotiations have made disparaging remarks in the media about the Ngāti Kahu negotiations and negotiators without the consent of Te Rūnanga. We consider these public outbursts to be a blatant breach of the good faith obligations inherent in the treaty relationship and specifically identified in this Terms of Negotiation.

### **Agreements in Principle**

11. We add for completeness that neither the Ngāti Kahu AIP nor the Te Hiku AIP are binding on Ngāti Kahu and after consideration by the hapū of Ngāti Kahu, Te Rūnanga were instructed to reject the Crown’s offer of full and final settlement of all of the historical claims of Ngāti Kahu. This advice is not news to you.

12. The basis of Te Rūnanga’s mandate has been expressed in our letter of the 17<sup>th</sup> of August 2015 which I don’t propose to repeat. As advised earlier, Te Rūnanga does leave open the ability for all to be represented through their hapū and marae on Te Rūnanga. That is expressly provided for in the Trust Deed, a copy of which we attach. We note that our Trust Deed has been accepted not only by our people but also historically by the Fisheries Commission as being consistent and compliant with the provisions of the Māori Fisheries Act where Te Rūnanga are the recognised iwi authority for Ngāti Kahu in that legislation as well.

13. We add that a change in instructions from the hapū to Te Rūnanga is not a change in mandate (which is about representation) and that is a matter for Te Rūnanga and its hapū and marae. Therefore in terms of the Crown’s offer, we are prepared to provide you with copies (**Appendix 1**) of resolutions passed, the dates on which the resolutions occurred and the marae that attended (both for and against the resolutions) but nothing else as those are confidential matters for Te Rūnanga and the hapū and include our instructions to progress our claims against the Crown.

14. In terms of your queries regarding mandate maintenance we advise:

- a. The process for discussion and decision making is outlined in Te Rūnanga’s constitution;
- b. Meeting minutes will not be provided;
- c. Timing and frequency of hui with our Taumata are matters for Te Rūnanga;
- d. Ngāti Tara (Parapara) wish to follow their own path. Provision is still available for Ngāti Tara to be a component of Te Rūnanga. They are a part of the Trust Deed.

## Formal Complaint

15. We note your response to our formal complaint about the actions of Mr Fyfe and Ms Hickey. Your advice conflicts directly with our advice about communications your officials have had with hapū who have sought to distance themselves from Te Rūnanga.
16. Indeed representatives from those hapū have attended the monthly hui of Te Rūnanga and specifically advised that your officials suggested alternative pathways to that provided by Te Rūnanga and suggested ways of undermining the mandate of Te Rūnanga and the negotiators.
17. Therefore we repeat our complaint and request you advise and caution your officials to act appropriately and consistently with the mandate that Te Rūnanga holds and has been recognised by the Crown.

## Final Point

18. We also note that you personally have publicly sought to undermine Te Rūnanga, the negotiators and the mandate held. We remind you of the obligations that the Crown signed up to in the Terms of Negotiation to *negotiate in good faith* with a view to achieving a settlement that *provides a basis for developing an ongoing relationship between Ngāti Kahu and the Crown and forms the basis from which the Crown's honour may be restored and developed and recognises the mana of Ngāti Kahu in its area of interest*<sup>1</sup>.
19. If it is not your intention to honour these objectives then you should communicate that properly and directly with Te Rūnanga rather than attempt to undermine the mandate using public media which has been clearly unsuccessful. The AGM of Te Rūnanga held on 7 November 2015 unanimously confirmed its mandate to represent Ngāti Kahu. It also re-elected unopposed the same leadership that you publicly urged Ngāti Kahu to change.

Heoi anō



Professor Margaret Mutu

Chairperson

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<sup>1</sup> *Terms of Negotiation between Ngāti Kahu and the Crown 2003* page 1, clause 2

## Appendix 1

### 1. 07 December 2013:

- Te Paatu head claimant moved the motion below. Kenana head claimant seconded the motion.
- 10 marae present - Aputerewa, Kēnana, Te Ahua, Haititaimarangai, Karikari, Kareponia, Ōturu, Takahue, Te Kauhanga, Mangataiore
- It was agreed that the motion be tabled and deferred to allow marae all the time they needed to make a decision on it.

#### **MOTION – TABLED, DISCUSSED AND DEFERRED**

**That as claimants we reject the Crown’s Comprehensive Offer to settle our claims.**

### 2. 01 February 2014:

- Te Paatu and Kenana agree to amend their motion as follows:

#### **MOTION AMENDED, DISCUSSED AND DEFERRED**

**That as claimants we reject the Crown’s offer to settle our claims fully and finally and support the *consensus and recommendation of marae delegates made on 1 February 2014 to accept a partial settlement as per Ngāti Kahu’s Deed of Partial Settlement.***

- 11 marae present - Aputerewa, Kēnana, Ko Te Ahua, Haititaimarangai, Karikari, Kareponia, Ōturu, Waiaua, Mangataiore, Te Kauhanga, Takahue
- It was agreed that the amended motion be tabled and deferred to allow marae time to consider and make their decision on it.

### 3. 01 March 2014:

#### **AMENDED MOTION DISCUSSED AND DEFERRED**

**That as claimants we reject the Crown’s offer to settle our claims fully and finally and support the *consensus and recommendation of marae delegates made on 1 February 2014 to accept a partial settlement as per Ngāti Kahu’s Deed of Partial Settlement.***

- 11 marae present - Aputerewa, Kēnana, Ko Te Ahua, Haititaimarangai, Karikari, Kareponia, Ōturu, Waiaua, Mangataiore, Te Kauhanga, Takahue
- Mangataiore, Karikari, Kareponia and Waiaua marae voted in favour of the 1 February motion.
- No marae spoke against the motion.
- Aputerewa, Kenana, Ko Te Ahua, Haititaimarangai, Oturu, Te Kauhanga, Takahue abstained.

### 4. 26 July 2014:

#### **AMENDED MOTION, DISCUSSED AND DEFERRED**

**That as claimants we reject the Crown’s offer to settle our claims fully and finally and support the *consensus and recommendation of marae delegates made on 1 February 2014 to accept a partial settlement as per Ngāti Kahu’s Deed of Partial Settlement.***

- 12 marae present - Kareponia, Karikari, Kēnana, Karepori, Ko Te Ahua, Waiaua, Ōturu, Takahue, Mangataiore, Haititaimarangai, Te Kauhanga, Te Paatu

- Kenana, Karepori, Ko Te Ahua, Te Paatu and Takahue marae voted in favour of the 1 February 2014 motion.
- No marae spoke against the motion.
- Haititaimarangai, Oturu and Te Kauhanga abstained.

**5. 27 September 2014:**

- 8 marae present - Kenana, Karikari, Kareponia, Ōturu, Waiaua, Takahue, Mangataiore, Haititaimarangai.
- Oturu marae voted in favour of the 1 February 2014 motion.
- No marae spoke against the motion.
- Haititaimarangai abstained.

**6. 28 March 2015:**

- 10 marae present - Haititaimarangai, Karikari, Kareponia, Ōturu, Te Kauhanga, Karepori, Te Paatu, Mangataiore, Kenana, Waiaua.
- Haititaimarangai and Te Kauhanga voted against the 1 February 2014 motion.

**7. 07 November 2015:**

- 10 marae present - Waiaua, Kenana, Aputerewa, Karikari, Haititaimarangai, Kareponia, Oturu, Takahue, Mangataiore and Te Paatu
- Reremoana Renata (Waiaua marae Delegate) moved the motion below. Rose Vazey-Roberts (Kareponia marae Delegate) seconded the motion.

**That this AGM reaffirms Te Runanga-a-Iwi o Ngati Kahu as the mandated iwi authority of Ngati Kahu.**

- Motion was carried unanimously.
- No marae spoke against the motion.
- No marae abstained.