

# Ngai Tāmanuhiri

## Information Booklet

For Ratification of the Deed of Settlement and  
Proposed Post Settlement Governance Entity



## You should have received a:



**Ratification Booklet**



**Voting Papers, and**



**Freepost envelope  
addressed to the  
Returning Officer**

**If any of the above is missing**, or if you need replacements or assistance, please contact the Returning Officer on the Election Hotline.

If you have not received Voting Papers and think you should have, please contact the Returning Officer on the Ngai Tāmanuhiri Election Hotline.

Ngai Tāmanuhiri Election Hotline **0508 666 447**

# Contents

<b>1 Summary</b>	6	<b>4.2.4c Promotion of relationship with museums</b>	17
1.1 Voting Resolutions	6	<b>4.3 Financial And Commercial Redress</b>	17
1.2 Trust's advice	7	4.3.1 Financial redress	17
1.3 Advantages of Settlement	7	4.3.1a Cash	18
<b>2 Background</b>	8	4.3.1b Land	18
2.1 The Journey To Settlement	8	4.3.1c Other assets	19
<b>3 Deed of Settlement</b>	10	4.3.2 Commercial redress	20
3.1 Scope Of The Settlement	10	<b>5 Post Settlement Governance Entity</b>	21
3.1.1 Who is covered by the Deed of Settlement?	10	5.1 The Existing Structure: Ngai Tāmanuhiri Whānui Trust	21
3.1.2 What is covered by the Deed of Settlement?	10	5.2 The proposed new PSGE Trust	22
3.1.3 What is not covered by the Deed of Settlement?	11	5.2.1 The Tāmanuhiri Tutu Poroporo Trust	22
3.2 Implications of the settlement	11	5.2.2 How will our PSGE work	23
<b>4 Proposed Settlement Package</b>	12	<b>6 Ratification Process</b>	24
4.1 The Crown Apology	12	6.1 Ratification milestone dates	24
4.1.1 Historical Account	12	6.1.1 Ratification Information Hui	25
4.1.2 Crown Acknowledgements	12	6.1.2 Schedule of Ratification information Hui	25
4.2 Cultural Redress	13	6.2 Voting	25
4.2.1 Identity and heritage cultural redress	13	6.2.1 Confidentiality	25
4.2.2 Protection and use of land and sea cultural redress	14	6.2.2 Eligibility to vote	26
4.2.2a Vested Redress properties	14	6.2.3 Voting Papers	26
4.2.2b Right of First refusal over Turanga Conservation Lands	14	6.2.4 Special Votes	26
4.2.2c Statutory Acknowledgements	14	6.2.5 The Resolution to vote on	27
4.2.2d Name change	15	6.2.6 Close of Voting	27
4.2.3 Enhancement of relationships cultural redress	15	6.3 Independent Returning Officer	27
4.2.3a Local Leadership Group and promotion of relationship with local authorities	15	6.4 Notification of result	28
4.2.3b Central Leadership Group	15	6.5 Potential outcomes of the ratification process	28
4.2.4 Relationship Redress	16	<b>7 Settlement Legislation</b>	29
4.2.4a Protocols	16	<b>Appendices</b>	30
4.2.4b Relationship Agreement Ministry for the Environment	17	Appendix 1 – Map of Ngai Tāmanuhiri Area of Interest	30
		Appendix 2 – Map showing the Coastal Marine Area adjoining the Area of interest.	31
		Appendix 3 – Questions and Answers	32

## Mihimihi (greetings)

**“Taku He Ki Te Huatea mo Tawakewhakatō, no muri Te Huauri mo Tāmanuhiri”.**

*Tērā ia e mā mai rā,*

*E pakia mai rā e ngā ngaru o te moana,*

*Ko Te Kurī a Paoa.*

*Kei ngā repo o Te Wherowhero taku waka a Horouta.*

*Ko Mātiti te taumata tiroiro o Tāmanuhiri.*

*Ko Ngāi Tāmanuhiri te iwi.*

*Ko Ngāti Rangiwaho, ko Ngāti Tawehi, ko Ngāti Kahutia, ko Ngāti Rangitauwhiwhia, ko Ngāti Rangiwaho-matua ngā hapū.*

*Tēnei te mihi ki te atua i runga rawa, nāna nei ngā mea katoa.*

*Huri noa ki ngā mate kei waenganui i a tātou i tēnei wā, koutou kua wheturangitia, kua haere hoki ki tua o te arai. Kotahi anō te kōrerō mo koutou, haere, okioki ra.*

*Tae noa ki a tātou te hunga ora, Tēnā tatou ngā uri o Ngai Tāmanuhiri.*

The Ngai Tāmanuhiri Whānui Trust, as the mandated Treaty settlement negotiating organisation for Ngai Tāmanuhiri, and the Crown have now initialled a Deed of Settlement to settle all Ngai Tāmanuhiri historical Treaty of Waitangi claims. This is a significant milestone and is the culmination of many years of intensive negotiations with the Crown.

This booklet provides you with information and detail about the Ngai Tāmanuhiri settlement. It gives an overview of the Settlement Package and the proposed Post Settlement Governance structure (more commonly referred to as the Post Settlement Governance Entity or PSGE). I encourage you to read this information carefully before you vote. This will enable you to make an informed decision when casting your vote.

I strongly recommend that you vote to accept the Deed of Settlement and the PSGE Proposal.

We will be holding four information hui throughout the country, which will start on 10 January 2011 and conclude on 16 January 2011. These hui are your opportunity to ask any questions that you have, and to have clarified any issues you may have. I recommend that you attend at least one of these hui before voting.

Please remember that voting closes at 12 midday 28 January 2011. If you need further information about voting you can phone the Ngai Tāmanuhiri Election Hotline 0508 666 447.

**Na Raihania**

*Chairperson*

Ngai Tāmanuhiri Whānui Trust



# 1. Summary

The Deed of Settlement is the culmination of nearly 18 years of preparation for, and engagement in, the Crown's negotiation processes.

The purpose of this booklet is to provide you with information about the voting process, the proposed Settlement Package and PSGE Proposal so that you can make an informed decision on them.

## 1.1 Voting Resolutions

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You are asked to vote on the following two resolutions:

That Ngai Tāmanuhiri iwi:

- (a) supports the Deed of Settlement and authorises the proposed Tāmanuhiri Tutu Poroporo Trust (as the proposed post-settlement governance entity for Ngai Tāmanuhiri) to sign the Deed of Settlement on behalf of Ngai Tāmanuhiri; and
- (b) accepts the Tāmanuhiri Tutu Poroporo Trust as the proposed Post Settlement Governance Entity (PSGE) to receive and manage the settlement redress on behalf of Ngai Tāmanuhiri.

Votes can only be made using the official Voting Papers provided by the Returning Officer. Please contact the Returning Officer on the following contact details if you do not have the official Voting Papers.

electionz.com Ltd.  
PO Box 3138  
CHRISTCHURCH 8140  
Ph: 0508 666 447  
Email: Elections@electionz.com

To cast a vote, you must be:

- 18 years of age or over; and
- registered on the register maintained by the Ngai Tāmanuhiri Whānui Trust (the **Trust**). All registrations to vote are verified by the Trust's verification process.

Beneficiaries who turn 18 years old during the voting period will be eligible to vote. They must register and return their voting papers to the Returning Officer before the close of voting.

**Voting closes at 12 midday 28 January 2011.**

## 1.2 Trust's advice

The trustees of the Trust strongly recommend that you vote in support of the Deed of Settlement and the PSGE Proposal.

The Trust is of the view that in considering factors such as land loss, population, and the severity of grievances, this settlement offer:

- is consistent with benchmarks set in previous Treaty settlements; and
- represents the best possible outcome available to Ngai Tāmanuhiri under current Crown settlement policy.

The Trust was clear from the outset that it was not possible to negotiate the settlement of compensatory damages based on true economic loss.

## 1.3 Advantages of Settlement

Under the settlement package Ngai Tāmanuhiri will:

- receive financial and other redress and refocus our energy on managing and growing the assets to secure a sound economic base for our mokopuna;
- acquire specific commercial landholdings in our rohe (eg 50% of the Wharerata forest) to help compensate for our land losses;
- receive through our cultural redress two sites of particular cultural significance (The Te Kuri a Paoa historic reserve and the Te Wherowhero lagoon majority ownership) so we can re-establish our mana whenua responsibilities and advance the aspirations of our iwi; and
- re-establish our ongoing ability to exercise tino rangatiratanga provided under the Treaty of Waitangi.

## 2. Background

### 2.1 The Journey To Settlement

Following ten years of preparation and eight years of formal negotiation with the Crown, the Ngai Tāmanuhiri Whānui Trust, as the mandated organisation, and the Crown have initialled a Deed of Settlement outlining a proposed settlement package that will settle the historical Treaty of Waitangi claims of Ngai Tāmanuhiri.

The journey to settlement has included the following milestones:

Date	Action
1992	Ngai Tāmanuhiri engage in many hui and start preparations for the claims process
2001	The Ngai Tāmanuhiri Whānui Charitable Trust filed a claim with the Waitangi Tribunal Waitangi Tribunal Hearings for the Turanga Inquiry District began
2-6 April 2002	Ngai Tāmanuhiri hearings held in Muriwai
2002	The Ngai Tāmanuhiri Whānui Charitable Trust and the Crown began pre-negotiation discussions
2003 -2004	The Ngai Tāmanuhiri Whānui Charitable Trust embarked on a series of hui that culminated in that Trust gaining a mandate to settle all historical Treaty of Waitangi claims of Ngai Tāmanuhiri, and to enter into direct negotiations with the Crown
2004	Waitangi Tribunal released the report titled Turanga Tangata Turanga Whenua: The Report on the Turanganui-a-Kiwa Claims which substantiated Ngai Tāmanuhiri's claims of Treaty of Waitangi breaches against the Crown
17 August 2005	The Crown recognised the mandate of the Ngai Tāmanuhiri Whānui Charitable Trust to negotiate to settle our historical claims with the Crown. Subsequent to recognising this mandate, the Crown recognised the mandate of the Ngai Tāmanuhiri Whānui Trust (being the Trust that has replaced the Ngai Tāmanuhiri Whānui Charitable Trust)



Date	Action
2005-2007	<p>The Trust appointed negotiators</p> <p>The Crown required, and the Trust agreed, the negotiators would work as a Turanganui-a-Kiwa collective with the other Turanga groups to settle their respective Treaty grievances. The other Turanga groups were Rongowhakaata (including Nga Uri a Te Kooti Rikirangi) and Te Pou a Haokai (comprising Te Aitanga a Mahaki, Nga Ariki Kaiputahi, Te Whanau a Kai, Te Whanau o Wi Pere and Te Whanau o Rangiwahakataetaea)</p>
29 May 2007	<p>As part of the Turanganui-a-Kiwa negotiators' collective the Trust entered into Terms of Negotiation with the Crown which set out the scope, objectives and general procedures for negotiations</p>
28 August 2008	<p>As part of the Turanganui-a-Kiwa negotiators' collective the Trust signed the Agreement in Principle which recorded the parties were in principle, willing to enter into a Deed of Settlement</p> <p>Differences of approach become evident among the Turanganui-a-Kiwa collective</p> <p>The Turanganui-a-Kiwa negotiators' collective fragments</p>
November 2009	<p>Ngai Tāmanuhiri negotiators recognise that ongoing membership of the Turanganui-a-Kiwa collective is not sustainable and need to separate and focus exclusively on Ngai Tāmanuhiri's claim</p> <p>Minister for Treaty of Waitangi Negotiations advised that the collective Turanga negotiations approach and a Turanga Deed of Settlement was no longer considered feasible</p>
2010	<p>Ngai Tāmanuhiri began separate individual negotiations with the Crown on the details of the settlement offer</p> <p>This work is now concluded, and the Trust and the Crown have initialled a Deed of Settlement for ratification by Ngai Tāmanuhiri.</p>

## 3. Deed of settlement

The Trust and the Crown have now initialled a Deed of Settlement for presentation to Ngai Tāmanuhiri Members. If sufficient support is received from Ngai Tāmanuhiri for the Deed then it will be signed by the Crown and Ngai Tāmanuhiri and it will be a full and final settlement of all of the historical Treaty of Waitangi claims of Ngai Tāmanuhiri.

A full copy of the Deed of Settlement is available on the Office of Treaty Settlements' website: [www.ots.govt.nz](http://www.ots.govt.nz) and a full copy of the PSGE Proposal is available at Ngai Tāmanuhiri Whānui Trust office, Waieri Road, Muriwai, Gisborne and on its website: [www.tamanuhiri.iwi.nz](http://www.tamanuhiri.iwi.nz)

### 3.1 Scope Of The Settlement

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#### 3.1.1 Who is covered by the Deed of Settlement?

The Deed of Settlement contains the following definition of the claimant community represented by the Trust and whose historical claims are settled by the Deed of Settlement.

The definition of Ngai Tāmanuhiri is the collective groups of persons:

- a) who descend from the following ancestor:
  - Tāmanuhiri; or
  - any other recognised ancestor of the hapū/descent groups below who exercised customary interests within the Ngāi Tāmanuhiri area after 6 February 1840; and
- b) who are Members of one or more of the following hapū/descent groups:
  - Ngāti Rangiwaho Matua, Ngāti Rangiwaho, Ngāti Kahutia, Ngāti Rangitauwhiwhi, Ngāi Tawehi; and
- c) every whānau, hapū or group of persons to the extent that whānau, hapū or group includes persons referred to above; and
- d) every person referred to above.

#### 3.1.2 What is covered by the Deed of Settlement?

The Deed of Settlement provides for the settlement of all the historical claims of Ngai Tāmanuhiri, including Wai 129, 163, 917, 283 and 878 claims insofar as they relate to Ngai Tāmanuhiri. These claims relate to lands and waterways within the Ngai Tāmanuhiri Area of Interest (refer map attached at Appendix 1).

### 3.1.3 What is not covered by the Deed of Settlement?

The Deed of Settlement does not settle:

- Contemporary claims: These are claims relating to Crown acts or omissions occurring after 21 September 1992.
- Future claims: Rights under the Treaty and aboriginal and customary rights continue. The ability for Ngai Tāmanuhiri to pursue redress for claims arising from any Treaty breaches that occur in the future is retained.
- Claims already settled: The Deed does not in any way impact on the Te Ohu Kaimoana Maori Fisheries Settlement including the Māori Fisheries Act 2004.

### 3.2 Implications of the settlement

The Deed of Settlement records the final settlement of all of Ngai Tāmanuhiri's historical Treaty claims, which will be given effect to by settlement legislation. This means that Ngai Tāmanuhiri or Members of Ngai Tāmanuhiri will not be able to make further claims to the Waitangi Tribunal or the courts in respect of Ngai Tāmanuhiri historical claims.

However, the settlement does not take away the rights of Ngai Tāmanuhiri to make claims to the Waitangi Tribunal or the courts based on contemporary Crown actions or omissions since 21 September 1992, or affect the existence of aboriginal title or customary rights. It also does not remove the right of a Member of Ngai Tāmanuhiri to make a claim arising as a result of being descended from an ancestor who is not a Ngai Tāmanuhiri tipuna.

## 4. Proposed settlement package

The proposed settlement package is made up of three key parts:

- Crown Apology (including an agreed Historical Account and Crown Acknowledgements);
- Cultural Redress; and
- Financial and Commercial Redress.

### 4.1 The Crown Apology

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The Crown Apology is a formal apology for Treaty breaches as the Crown seeks to atone for past wrongs committed. The Crown Apology indicates the Crown's desire to build a relationship of trust and mutual co-operation with Ngāi Tāmanuhiri and expresses the intention to assist the process of healing grievances. The Crown unreservedly regrets and apologises for past actions and omissions that have breached the Treaty rights of Ngāi Tāmanuhiri. The Crown's formal apology to Ngāi Tāmanuhiri is set out in full in the Deed of Settlement, which is available online on the OTS website ([www.ots.govt.nz](http://www.ots.govt.nz)) and copies are available on request at the Trust's office (the contact details for which are set out on page 10).

#### 4.1.1 Historical Account

The Historical Account is an agreed statement of the history of interaction between the Crown and Ngāi Tāmanuhiri. Events covered in the Historical Account relate to four key areas of historical Crown activity:

- The Crown's attack on Waerenga-a-Hika in 1865, the treatment of Ngāi Tāmanuhiri Members who were sent to the Chatham Islands in exile, their return to the mainland and their subsequent pursuit by the Crown, the 1868 deed of cession and the operation of the Poverty Bay Commission and the Validation Court;
- Native Land Court operations;
- Crown purchasing activity; and
- 20th century land administration.

#### 4.1.2 Crown Acknowledgements

Based on the agreed Historical Account, the Crown acknowledges that certain historical acts and omissions were in breach of the Treaty. Crown Acknowledgements recognise the full effect of acts and omissions of the Crown and the Crown's failure to actively protect the interests of Ngāi Tāmanuhiri. Crown Acknowledgements recorded in the Deed of Settlement include acknowledgements relating to:

- the Crown attack on Waerenga-a-Hika in 1865;
- the detention without trial of Ngāi Tāmanuhiri Members and their imprisonment on the Chatham Islands;

- the pursuit of those Ngai Tāmanuhiri Members following their return from the Chatham Islands;
- the entry by Ngai Tāmanuhiri into the deed of cession in 1868;
- the operation of the Poverty Bay Commission, the Validation Court and the imposition and effect of the various Native Land laws from 1869;
- the operation and effect of the East Coast Trust, which held a significant portion of Ngai Tāmanuhiri land for a number of decades;
- public works takings and the operation and effect of land consolidation schemes over Ngai Tāmanuhiri lands;
- environmental degradation, including in respect of Ngai Tāmanuhiri moana interests; and
- socio-economic matters.

## 4.2 Cultural Redress

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The Cultural Redress is based on factors such as the nature and extent of claims, the redress sought by Ngai Tāmanuhiri, and the instruments available to the Crown. Certain cultural redress instruments are designed to recognise the historical and cultural interests of Ngai Tāmanuhiri. There are three main components of cultural redress:

- Identity and heritage cultural redress;
- Protection and use of land and sea cultural redress; and
- Enhancement of relationships cultural redress.

### 4.2.1 Identity and heritage cultural redress

The objective of the identity and heritage cultural redress is to assist Ngai Tāmanuhiri to rebuild, reclaim and promote Ngai Tāmanuhiri tikanga.

The Crown has agreed to:

- a Crown contribution of \$180,000 to assist with the preparation and implementation of a cultural revitalisation plan; and
- a share of a Crown contribution of \$100,000 for the erection of a memorial to those Turanga iwi Members who lost their lives as a result of Crown actions.

## 4.2.2 Protection and use of land and sea cultural redress

### 4.2.2a: Vested Redress properties

The Deed of Settlement provides for two cultural redress properties to be vested in the PSGE on settlement date for nil consideration. The return of these sites is subject to the specific conditions or encumbrances set out below.

Item	Specific conditions
Te Kuri a Paoa (38.370 hectares) plus the contribution of \$50,000 towards the management of the site	Ngai Tāmanuhiri to hold and administer as an historic reserve To be declared a national reserve Obtaining any necessary consents Subject to consultation with Young Nicks Head Trust After transfer, PSGE responsibilities include pest control, rates, etc.
Mangapoike Block 1 (62.6605 hectares)	Nil

The Crown has also recognised the cultural significance of Te Wherowhero lagoon to Ngai Tāmanuhiri. The lagoon is currently in private ownership. However, the Crown has agreed to assist Ngai Tāmanuhiri to acquire Te Wherowhero, at no cost to Ngai Tāmanuhiri. This will involve the Trust entering into a sale and purchase agreement with the owners of Te Wherowhero, and the Crown providing the funds required to acquire Te Wherowhero.

### 4.2.2b: Right of First refusal over Turanga Conservation Lands

The Crown has agreed to offer Ngai Tāmanuhiri the opportunity to acquire the Pakowhai scenic reserve as surplus conservation land for a period of 100 years from settlement date.

### 4.2.2c: Statutory Acknowledgements

A Statutory Acknowledgement registers the special association Ngai Tāmanuhiri has with an area and will be included in the settlement legislation. The Statutory Acknowledgements will include a Ngai Tāmanuhiri statement of our cultural, spiritual, historical and traditional association with the following two waterways:

- Waipaoa River; and
- the Coastal Marine Area adjoining the Area of interest as shown on the Overview Map in Appendix 2.

Statutory Acknowledgements are recognised by the Resource Management Act 1991 and Historic Places Act 1993. The Statutory Acknowledgements will require consenting authorities to provide Ngai Tāmanuhiri with summaries of all resource consent applications that may affect the areas named.

#### 4.2.2d: Name change

The Deed of Settlement provides for the alteration of the name of Young Nicks Head Reserve to recognise Ngai Tāmanuhiri's association. The Reserve will have a dual name, Te Kuri a Paoa/Young Nicks Head.



#### 4.2.3 Enhancement of relationships cultural redress

The Deed of Settlement provides for two collective relationship redress mechanisms for the mandated Turanga iwi, including Ngai Tāmanuhiri. They are a:

- Local Leadership Body and the encouragement of a relationship with Gisborne District Council (GDC); and
- Central Leadership Group with central government agencies.

The Crown has also agreed the following relationship redress specifically for Ngai Tāmanuhiri:

- Protocols issued by the Minister of Conservation, Minister for Arts, Culture and Heritage, Minister of Fisheries and the Minister of Energy and Resources;
- Relationship Agreement with the Ministry for the Environment; and
- Promotion of relationships with Museums.

#### 4.2.3a: Local Leadership Body and promotion of relationship with local authorities

As collective redress for the mandated Turanga iwi (including Ngai Tāmanuhiri), the Deed of Settlement will provide for the establishment of a Local Leadership Body with GDC. The statutory body will enable Ngai Tāmanuhiri to provide meaningful input along with the other mandated Turanga iwi in an equal partnership arrangement with GDC on agreed issues that affect the Turanga region.

The Deed of Settlement will also provide that the Minister for Treaty of Waitangi Negotiations will write to GDC to encourage it to establish a relationship with Ngai Tāmanuhiri.

#### 4.2.3b: Central Leadership Group

As collective redress for the mandated Turanga iwi (including Ngai Tāmanuhiri), the Deed of Settlement provides for the establishment of a Central Leadership Group (CLG) to help contribute to the development of an iwi management plan and provide Ngai Tāmanuhiri and other Turanga iwi with an effective forum to engage with central government departments in the post settlement era. The CLG will cover a range of issues to be agreed by the Crown, Ngai Tāmanuhiri and other mandated Turanga iwi.

The key participants in the CLG will be representatives from:

- Ngai Tāmanuhiri;
- Ngati Rongowhakaata;
- Te Whakarau;
- the Ministry of Fisheries;
- the Department of Conservation;
- the Ministry of Agriculture and Forestry (as appropriate);
- the Ministry for the Environment;
- other relevant Crown agencies (as agreed);
- if invited and agreed, the Gisborne District Council.

Ngai Tāmanuhiri intend for the CLG to address environmental, economic and social outcomes within the Turanga region. Ngai Tāmanuhiri intend that these outcomes will require Crown agencies with statutory responsibilities in these areas to participate from time to time in the CLG.

The Crown is currently undertaking policy work to develop a framework for the post-settlement relationship between Crown and iwi. Ngai Tāmanuhiri and the Crown have agreed that Ngai Tāmanuhiri will be involved in the development of that framework and the form, function and membership of the CLG will remain flexible so it can align with the terms of that framework.

The Crown has agreed to contribute up to \$35,000 to the Turanganui-a-Kiwa governance entities for the set up of the Central Leadership Group. This Group will meet annually and the arrangement will be reviewed after 5 years of operation.

#### **4.2.4 Relationship Redress**

As part of achieving a true Treaty of Waitangi partnership with the Crown, the negotiators have negotiated a series of relationship instruments in the Deed of Settlement comprising:

- Protocols with certain Ministers;
- a Relationship Agreement with the Ministry for the Environment; and
- the promotion of a relationship with Museums.

##### **4.2.4a Protocols**

The Deed of Settlement will provide for the issue of Protocols between Ministers and Ngai Tāmanuhiri. The Protocols will set out how the Crown will engage with the PSGE on matters specified in the Protocol. They will encourage good working relationships between Ministers and the PSGE on matters of importance to Ngai Tāmanuhiri.

The four Government Ministers that will issue Protocols and the agencies that will be charged with implementing them are set out below:

- The Minister of Conservation (Department of Conservation)–This Protocol outlines the Department of Conservation’s (DOC) responsibilities to Ngai Tāmanuhiri when exercising its functions, duties and powers under conservation legislation in the Ngai Tāmanuhiri

Area of Interest. The Protocol includes an annual meeting with the Gisborne Whakatane Area Office Manager. The matters for discussion include DOC's work programme and the provision of opportunities for the PSGE to be involved in the review of relevant Conservation Management Strategies or Conservation Management Plans, and departmental projects within the Ngai Tāmanuhiri Area of Interest.

- The Minister for Arts, Culture and Heritage (Ministry of Arts, Culture and Heritage)–This Protocol includes the development and implementation of a plan within 12 months of the issue of the Protocol. The plan that: the graves of Ngai Tāmanuhiri casualties of the New Zealand Wars, buried on the Chatham Islands, are marked; a whakawatea process is performed to bless the area; that those casualties are returned to Ngai Tāmanuhiri whether physically or spiritually; and that a memorial is erected at Wharekauri.
- The Minister of Fisheries (Ministry of Fisheries)–This Protocol includes the development of an implementation plan with Ngai Tāmanuhiri that sets out the Ministry's obligations to the PSGE arising from this Protocol. The implementation plan is to identify the relevant Ministry business group responsible for delivering each obligation and any agreed actions and timeframes.
- The Minister of Energy and Resources (Ministry of Economic Development) – This Protocol provides for input by Ngai Tāmanuhiri into the management of Crown-owned minerals within the Ngai Tāmanuhiri area of interest, including in relation to the management of petroleum resources.

#### **4.2.4b Relationship Agreement Ministry for the Environment**

The Relationship Agreement with the Ministry for the Environment includes an annual meeting between representatives of the Ministry, the Ngai Tāmanuhiri PSGE and the other mandated Turanga iwi as those iwi settle with the Crown. The issues to be discussed include the performance of the Gisborne District Council in implementing the Treaty of Waitangi provisions of the Resource Management Act 1991 and other resource management issues within Turanganui-a-Kiwa.

#### **4.2.4c Promotion of relationship with museums**

The Deed of Settlement will provide that the Minister for Treaty of Waitangi Negotiations will write to an agreed list of national and international museums to encourage them to enhance their relationships with Ngai Tāmanuhiri on Ngai Tāmanuhiri taonga.

## 4.3 Financial And Commercial Redress

### 4.3.1 Financial redress

The approximate cash redress for Ngai Tāmanuhiri is:

Cash in	Cash out	Purpose
\$11.07 million		Quantum/cash compensation
\$1.8 million		Accrued interest (approximate) on the quantum from 2008-2011
\$3.75 million		Wharerata forest estimated accumulated rentals (50% share with Rakaipaaka)
\$1.4 million		New Zealand Units (approximate)
	\$3.7 million	Opportunity to purchase 50% of the Wharerata forest Crown Forest Licensed Land (approximate)
	\$900,000	On account payment – an early release of \$900,000 (from quantum) to allow Ngai Tāmanuhiri to purchase two properties in Muriwai (for possible use as a cultural centre and papakainga).
<b>TOTAL</b>	<b>\$13.42 million</b>	Approximate

The table above summarises the financial redress that the Crown has offered to Ngai Tāmanuhiri in the Deed of Settlement. That redress comprises cash and land (and other assets that run with the land, being accumulated rentals and New Zealand Units (Carbon Credits)).

#### 4.3.1a Cash

The cash quantum that the Crown is proposing to transfer to Ngai Tāmanuhiri as financial redress is \$11.07 million. This figure represents just under 18% of total cash that the Crown has agreed to transfer to Turanga-nui-a-Kiwa groups in settlement of historical Treaty claims. The Waitangi Tribunal recommended that Ngai Tāmanuhiri receive 18% of any settlement redress offered to Turanga-nui-a-Kiwa groups.

In addition to the cash quantum, Ngai Tāmanuhiri will receive interest on that cash from the date that the Agreement in Principle was signed in 2008. Interest has been accruing on the cash quantum since that date, and will continue to accrue until we receive the cash quantum on the settlement date.

#### 4.3.1b Land

Ngai Tāmanuhiri will also have the opportunity to purchase 50% of the land on which Wharerata Forest is located. That forest land is currently Crown forest land and is subject to a Crown forestry license in favour of a third party.

We will need to use part of our cash quantum to purchase the 50% interest in Wharerata forest, and the anticipated purchase price will be approximately \$3.7 million. That is why that amount is reflected in the “cash out” column in the above table, because we will need to spend that amount in order to obtain a 50% interest in Wharerata forest.

Ngati Rakaipaaka also claims interest in the Wharerata forest land. We have been in lengthy discussions for some time with them over our respective interests in Wharerata forest. As a result of positive engagement, we have reached an agreement whereby each of Ngai Tāmanuhiri and Ngati Rakaipaaka will have a 50% interest in Wharerata forest. This agreement is for settlement purposes only, and is not intended to reflect mana whenua interests of either group in the forest. The arrangement has been agreed as a pragmatic solution to enable the forest to be transferred from Crown ownership into Māori ownership as soon as possible.

Ngai Tāmanuhiri and Ngati Rakaipaaka will shortly begin discussions to agree on a physical division of the forest, based on 50% interest for each party. In the meantime, the Deed of Settlement provides that an entity representing both Ngai Tāmanuhiri and Ngati Rakaipaaka will be established to receive the Wharerata forest on our settlement date. Each of Ngati Rakaipaaka and Ngai Tāmanuhiri will have a 50% interest in that entity and will jointly manage the forest. The PSGE will maintain responsibility for decision making around our 50% of the forest. Once Ngai Tāmanuhiri and Ngati Rakaipaaka agree on the physical division of the forest, separate title can be raised for the Ngai Tāmanuhiri 50% interest in the forest and transferred to the Ngai Tāmanuhiri PSGE.

If Ngai Tāmanuhiri and Ngati Rakaipaaka can agree on a physical division of the forest, based on a 50% interest for each party, before legislation giving effect to the Deed of Settlement is introduced to Parliament in early 2011, then it is possible that 50% of the forest could be transferred directly to Ngai Tāmanuhiri (to our PSGE) on our settlement date, with the remaining 50% being retained by the Crown to transfer to Rakaipaaka once they reach a settlement with the Crown.

#### **4.3.1c Other assets**

If we do acquire the Wharerata forest, we will be entitled to receive the accumulated rentals associated with the portion of the forest that we acquire, together with the New Zealand Units.

The accumulated rentals represent the rental fees that have been received by the Crown from the licensee under the Crown forest license for the Wharerata forest since 1989. Those rental fees have been held in trust pending our settlement. Once we settle, we will be entitled to receive those rentals. It is anticipated that the amount of accumulated rentals we will receive will be approximately \$3.75 million. In effect, the accumulated rentals will cover the purchase price of the Wharerata forest.

We will also receive the New Zealand Units associated with the portion of the Wharerata forest that we acquire. It is difficult to assess the value of the units given that there is some uncertainty as to the number of units that will ultimately be transferred and their market value. However, on the basis that we will receive 18 units per hectare of the Wharerata forest that we receive, and a unit price of NZ\$20, the expected value of the New Zealand units is approximately \$1.4 million.

The penultimate column in the above table refers to an on-account payment. The Crown has agreed to make available to us immediately, upon signing of the Deed of Settlement, the sum of \$900,000 to allow Ngai Tāmanuhiri to purchase, before settlement date if the opportunity arises, two properties in Muriwai that have significant cultural value to us. These properties could be purchased by Ngai Tāmanuhiri for use as a cultural centre and a papakainga.

The “on-account” aspect of that payment means that although the Crown will provide that funding to us immediately, it will ultimately be deducted from our cash settlement quantum that is transferred to the Ngai Tāmanuhiri PSGE on settlement date.

### 4.3.2 Commercial redress

The commercial redress for Ngai Tāmanuhiri is:

Mechanism	Redress item	Value
Gifted land bank properties	1858 Waingake Road	\$74,000
Additional payments	Share of the payment offered on 31 August 2009 to Turanga Manu Whiriwhiri	\$114,286
Opportunity to purchase through Deferred Selection (for two years after settlement date)	Mangapoike (Block 2-LINZ property #11306) surplus Crown land	The value of this block is to be agreed if it is selected for purchase
Opportunity to purchase through Deferred Selection (for two years after settlement date) on the condition it is leased back to the Crown	Land under Muriwai school	The value of the land is to be agreed if it is selected for purchase
Right of First Refusal over Conservation land	Pakowhai scenic reserve	

The above table sets out the other commercial redress that the Crown has offered to Ngai Tāmanuhiri. This redress is in addition to the financial redress referred to in the previous section.

We will receive a property located at 1858 Waingake Road for nil consideration. That means the property will be gifted to us by the Crown. It has a current value of \$74,000.

Through the deferred selection process we will have the opportunity to purchase two properties. Deferred selection means if Ngai Tāmanuhiri selects the properties prior to settlement date, the value is the market value at the time of settlement. If Ngai Tāmanuhiri selects the properties after settlement date, the value is the market value at the date of selection.

The first opportunity in this category is the purchase a Mangapoike (Block 2) LINZ property. If we decide to purchase this, we will have to do so within two years of our settlement. This block may be dealt with in the same way as the Wharerata Forest.

The second opportunity in this category is the purchase of the land under Muriwai School. If we decide to purchase the school, we will have to do so within two years of our settlement date. The purchase would be subject to a leaseback to the Ministry of Education to enable the school to continue to operate.

We will also receive a right of first refusal over surplus Conservation land. Pakowhai Scenic Reserve will fall into that category. This means that if the Crown decides to sell the reserve within 100 years of our settlement date, it must first offer it to Ngai Tāmanuhiri.

## 5. Post settlement governance entity

Before an iwi can receive settlement assets from the Crown, a legal structure must be set up to receive and manage the assets. This legal structure must comply with certain requirements set out by the Crown.

Although a number of different types of entity could comply with Crown requirements, the majority of iwi who have settled have established a private trust to receive their settlement assets. Private trusts are different from charitable trusts. The Crown will not transfer settlement assets to a charitable entity.

### 5.1 The Existing Structure: Ngai Tāmanuhiri Whānui Trust

You may be aware that the existing Ngai Tāmanuhiri Whānui Trust, is the Mandated Iwi Organisation that received our fisheries settlement assets under the Maori Fisheries Act 2004. The Trust owns a subsidiary called Ngai Tāmanuhiri Asset Holding Company Limited (NTAHC) as its Asset Holding Company for the purposes of the Maori Fisheries Act 2004.

Diagram 1: Existing Ngai Tāmanuhiri Whānui Charitable Trust structure



The Trust Deed for the Trust was developed after a lengthy and extensive process with our people. Every word in every clause was debated rigorously until each clause was agreed. Because so much time and effort went into finalising the Trust's Trust Deed, the initial preference was to use the Trust (that is, the existing Ngai Tāmanuhiri Whānui Trust) as our PSGE. However, because the Trust is a charitable entity, the Crown will not transfer settlement assets to it.

The Trustees then considered amending the Trust's Trust Deed to remove the charitable purposes in order to meet the Crown requirements. However, this was not possible because the Trust's Trust Deed prevents amendments to remove the charitable purposes and the Charities Commission and the Inland Revenue Department may have also prevented those amendments.

## 5.2 The proposed PSGE Trust

### 5.2.1 The Tāmanuhiri Tutu Poroporo Trust

It is proposed that a new and separate trust is established as the PSGE (being the PSGE Proposal). It is proposed that the new PSGE trust will be called the Tāmanuhiri Tutu Poroporo Trust. If this proposal is accepted during this ratification process, this means we will have two Ngai Tāmanuhiri trusts in operation:

- the Trust (being the Ngai Tāmanuhiri Whānui Trust, which will remain as our mandated iwi organisation under the Māori Fisheries Act 2004); and
- the Tāmanuhiri Tutu Poroporo Trust, being the new PSGE trust.

Diagram 2: Proposed new Ngai Tāmanuhiri organisational structure



The Deed of Settlement also provides a mechanism that will allow us to use legislation to remove the charitable trust's from assets (other than fisheries settlement assets) held by the Ngai Tāmanuhiri Whānui Trust and transfer all of those assets to the Tāmanuhiri Tutu Poroporo Trust as the new PSGE trust.

In addition, the legislation will remove the charitable trusts for fisheries settlement assets. This will mean that these assets can be transferred to the Tāmanuhiri Tutu Poroporo Trust once that trust is able to be recognised as a mandated iwi organisation. It is anticipated that the Māori Fisheries Act 2004 will be amended to allow the Tāmanuhiri Tutu Poroporo Trust to be recognised as a mandated iwi organisation. If not, the Crown has agreed to amend the settlement legislation to deem the Tāmanuhiri Tutu Poroporo Trust as a mandated iwi organisation.

This will have a number of advantages, as it will mean we will not have two organisations operating for us so we avoid the associated ongoing administrative costs and the costs of any restructuring that may occur in the future.

### 5.2.2 How will the Tāmanuhiri Tutu Poroporo Trust work?

The trust deed for the Tāmanuhiri Tutu Poroporo Trust is based significantly on the trust deed for the existing that Ngai Tāmanuhiri Whānui Trust. In that regard, it will operate in a similar way to that trust. Specifically:

- Trustees of the Tāmanuhiri Tutu Poroporo Trust will be elected by you, the Members of Ngai Tāmanuhiri.
- The election process will be open to all adult beneficiaries of Ngai Tāmanuhiri, whether registered or not. Elections will occur on a rotational basis (meaning that a certain number of trustees will retire at each Hui-a-Tau), and votes may be cast either by attending the Hui-a-Tau or by requesting a postal vote in advance.
- The highest polling candidates in any election will be elected as the Trustees.
- Any vacancies that arise between Hui-a-Tau will be filled by the Trustees.
- The Trustees will be responsible for exercising strategic governance over any subsidiaries established by the Tāmanuhiri Tutu Poroporo Trust. The trust deed sets out a detailed process as to how the trustees are to exercise that strategic governance function, including the process to be followed for approving annual plans and annual reports of subsidiary entities, the appointment of directors to those entities and their reporting obligations back to the Tāmanuhiri Tutu Poroporo Trust.
- The Trustees must seek your approval for certain decisions. In particular, the trustees will be required to seek your approval if they propose to enter into a major transaction (which is defined as a transaction the value of which exceeds half of the assets of the Tāmanuhiri Tutu Poroporo Trust) and they must seek your approval on amendments to the trust deed. This ensures that the rules by which the Tāmanuhiri Tutu Poroporo Trust will operate cannot be changed without your approval.

Further detail regarding how the Tāmanuhiri Tutu Poroporo Trust will operate is set out in the trust deed.

You can access an electronic copy of the Tāmanuhiri Tutu Poroporo Trust deed on the Ngai Tāmanuhiri website ([www.tamanuhiri.iwi.nz](http://www.tamanuhiri.iwi.nz)).

Alternatively, you can request that a copy of the trust deed be sent to you by:

- phoning the Ngai Tāmanuhiri Election Hotline 0508 666 447; or
- sending an email to [trust@tamanuhiri.iwi.nz](mailto:trust@tamanuhiri.iwi.nz).

## 6. Ratification process

"Ratification" is the process where formal consent or support from Ngai Tāmanuhiri, as an iwi, for the Deed of Settlement and PSGE trust is sought.

### 6.1 Ratification milestone dates

Date	Key event
17 December 2010	Deed of Settlement initialled in Muriwai
18 December 2010	First public notice in the Gisborne Herald, NZ Herald, Hawkes Bay Today, Dominion Post advising Ngai Tāmanuhiri of the Deed of Settlement, PSGE proposal and Information Hui being held throughout New Zealand.
22 December 2010	Ratification Booklet and Voting Papers posted to Members. Voting opens
8 January 2011	Second public notice in the Gisborne Herald, NZ Herald, Hawkes Bay Today, Dominion Post advising Ngai Tāmanuhiri of the Deed of Settlement, PSGE proposal and Information Hui being held throughout New Zealand.
10 January 2011	First Information Hui held in Wellington
12 January 2011	Second Information Hui held in Auckland
15 January 2011	Third Information Hui held in Hawkes Bay
16 January 2011	Final Information Hui held in Muriwai, Gisborne.
28 January 2011	Voting closes Ratification results received by the Ngai Tāmanuhiri Whānui Trust and released to the Crown
Aiming for 4 Feb - maybe delayed until 11 Feb	Signing of Deed at Muriwai (subject to ratification)

#### 6.1.1 Ratification Information Hui

The Ngai Tāmanuhiri Whānui Trust is holding a series of information hui to give you the opportunity to raise questions and discuss any issues to assist you in making your final decisions. The information hui will be held at four locations in the country during January 2011.

The negotiators will provide an overview of the settlement offer and the PSGE Proposal at the Information Hui. Given the importance of this settlement, the Trust encourages you to attend at least one information hui, if you are able, before submitting your vote.

All information hui will be publicly notified in relevant daily newspapers. No resolutions will be sought at the hui but anyone who wishes to post a vote may do so in accordance with the voting procedures set out below which includes a scrutineer being present at every hui.

### 6.1.2 Schedule of Ratification information Hui

Place	Venue	Date	Time
Wellington	Brentwood, 16 Kemp Street, Kilbirne	10 January 2011	6–9pm
Auckland	Jet Park, 63 Westney Road, Mangere	12 January 2011	6–9pm
Hawkes Bay	Te Taiwhenua o Heretaunga, 821 Orchard Road, Hastings	15 January 2011	1–4pm
Gisborne	Muriwai, 12 Tamanuhiri Road	16 January 2011	8–11am

## 6.2 Voting

Voting can be carried out in three ways:

- postal ballot (a freepost envelope is enclosed); or
- by casting your vote in a ballot box at an Information Hui; or
- by electronic vote. Details of how you can cast your vote electronically are set out on your voting form.

The ratification voting period closes at midday on 28 January 2011.

### 6.2.1 Confidentiality

All voting is by secret ballot. No one, apart from you, will know how you voted. Completed voting papers go directly to the Returning Officer. No other party will have access to the information on them. Confidentiality is ensured through the allocation of unique identification markers. Voting papers are to be destroyed by the Returning Officer ninety days after the close of voting.

### 6.2.2 Eligibility to vote

To cast a vote, you must be:

- 18 years of age or over: and
- registered on the Ngai Tāmanuhiri's register. All registrations to vote are verified by the Trust's verification process.

Beneficiaries who turn 18 years old during the voting period will be eligible to vote. They must register and return their voting papers to the Returning Officer before the close of voting.

### 6.2.3 Voting Papers

All eligible voters have been sent voting papers with this Ratification Booklet. Votes can only be made using the Voting Papers provided by the Returning Officer.

If you lose or damage your voting paper, please contact the Returning Officer on the Ngai Tāmanuhiri Election Hotline 0508 666 447. If you have not received a voting paper and think that you should have, please contact the Returning Officer on the Election Hotline.

If you are not currently registered with Ngai Tāmanuhiri, you are required to complete an Iwi Registration Form in order to vote. This form can be submitted together with your vote. The form can be obtained by downloading it from Ngai Tāmanuhiri website [www.tamanuhiri.iwi.nz](http://www.tamanuhiri.iwi.nz) or from the Trust Office situated at:

Ngai Tāmanuhiri Whānui Trust  
18 Waieri Road  
R.D. 2  
GISBORNE 4072  
Phone: (06) 862 8083  
Fax: (06) 862 8084  
Email: [trust@tamanuhiri.iwi.nz](mailto:trust@tamanuhiri.iwi.nz)

### 6.2.4 Special Votes

Special votes will be made available for people who are:

- waiting for their registration to be verified by the Trust; or
- have lodged an appeal against a decision by the Trust not to verify their registration.

The Trust will continue to process and verify registrations up to the close of voting.

### 6.2.5 The Resolution to vote on

The Trust strongly recommends that you vote to accept the following resolutions:

That Ngai Tāmanuhiri iwi:

- (a) supports the Deed of Settlement and authorises the proposed Tāmanuhiri Tutu Poroporo Trust .(as the proposed Post Settlement Governance Entity for Ngai Tāmanuhiri) to sign the Deed of Settlement on behalf of Ngai Tāmanuhiri; and
- (b) accepts the Tāmanuhiri Tutu Poroporo Trust as the proposed Post Settlement Governance Entity to receive and manage the settlement redress on behalf of Ngai Tāmanuhiri.

You are encouraged and entitled, but not required, to vote on both resolutions. The Trust recommends you vote on both resolutions.

### 6.2.6 Close of Voting

Voting Papers must be in the hands of the Returning Officer by close of voting.

Voting closes at: 12 midday 28 January 2011.

## 6.3 Independent Returning Officer

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The Trust will not be involved in the voting process once the voting period commences.

Instead, the Trust has engaged electionz.com, a company that specialises in running election processes, to act as an independent Returning Officer. This ensures the integrity of the ratification process is protected. The role of the independent Returning Officer includes:

- cross-referencing voting papers with information held on the Trust beneficiary register;
- operating the Election Hotline service;
- acting as the Returning Officer to receive, collate and count votes;
- verification of Special Votes; and
- submitting a written report to the Trust once the ratification process has concluded.

All inquiries should be made directly to the Returning Officer using the Ngai Tāmanuhiri Election Hotline 0508 666 447.

## 6.4 Notification of result

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As soon as the Trust has been notified of the confirmed vote count, we will advise you through:

- a special Ngai Tāmanuhiri panui;
- a public notice in Gisborne Herald, NZ Herald, Dominion Post and the Hawkes Bay Today; and
- the Ngai Tāmanuhiri website [www.Tāmanuhiri.iwi.nz](http://www.Tāmanuhiri.iwi.nz).

## 6.5 Potential outcomes of the ratification process

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It is very important that you participate in the process by voting.

The Crown and the Trust will sign the Deed of Settlement if a sufficient majority of those who participate in the ratification process vote in support of the Deed of Settlement. If the Deed is not ratified, it will not be signed and Ngai Tāmanuhiri Members will need to reassess their position on this matter. If this occurs, it is unlikely we will have the opportunity to negotiate with the Crown in the near future.

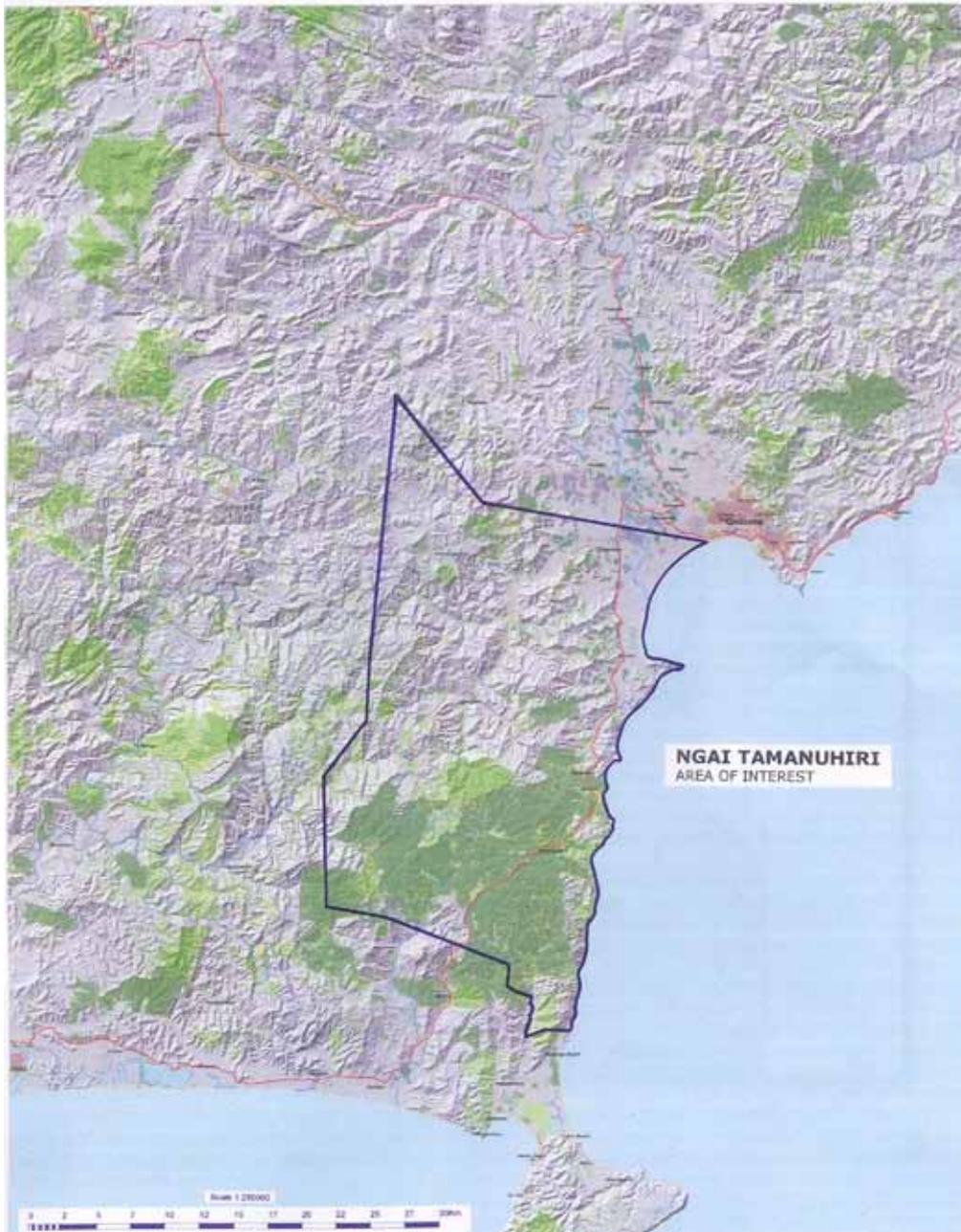
The Crown will transfer the settlement assets to the Tāmanuhiri Tutu Poroporo Trust if a sufficient majority of those who participate in the ratification process vote in support. If the Tāmanuhiri Tutu Poroporo Trust is not ratified, the Trust will have to develop an alternative post-settlement governance model and seek a new mandate from Ngai Tāmanuhiri Members before the assets are transferred.

## 7. Settlement legislation

If the Deed of Settlement and the Tāmanuhiri Tutu Poroporo Trust are ratified, the Trust anticipates the Ngai Tāmanuhiri settlement legislation to be passed during 2011-2012 (although the legislative process usually takes 1–2 years to complete). Once the legislation has passed through Parliament the settlement assets will be transferred to the Tāmanuhiri Tutu Poroporo Trust.

# Appendices

## Appendix 1 – Map of Ngai Tāmanuhiri Area of Interest



**Appendix 2 – Map showing the Coastal Marine Area adjoining the Area of interest.**



## Appendix 3 – Questions and Answers

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### **What are the key aspects of the settlement package?**

There are three aspects:

- an agreed Historical Account and Crown Acknowledgements, which form the basis for a Crown Apology;
  - Cultural Redress; and
  - Financial and Commercial redress.
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### **Do I have to live in Gisborne to benefit from the settlement?**

No - the benefits of the settlement will be available to all Members of Ngai Tāmanuhiri wherever they reside.

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### **What are the grievances covered by the Deed of Settlement?**

The historical grievances relate to the operation of the Native Land Court, Māori land administration in the twentieth century, and Crown purchasing activity.

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### **Is it a fair settlement?**

The Ngai Tāmanuhiri Whānui Trust views the Crown's offer as the best possible settlement at this time.

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### **Why is the Apology so important?**

The Crown Apology is a practical and constructive means of addressing the impact of the Treaty of Waitangi breaches on Ngai Tāmanuhiri that will enable us to work towards a more positive future for our mokopuna.

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### **When will the settlement take effect?**

If it is ratified by Ngai Tāmanuhiri, it is estimated that the Deed of Settlement will be implemented by legislation in 2011. After the legislation is passed, the Deed of Settlement will become unconditional and the terms of settlement will take effect.

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### **Who benefits from the settlement?**

All Members on the Ngai Tāmanuhiri register will benefit from the settlement once the proposed PSGE arrangements are approved and established.

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### **What if a sufficient majority does not ratify the Deed and PSGE?**

If either the Deed or the PSGE proposal is not ratified that specific element will not be accepted. If the Deed is not accepted then Ngai Tāmanuhiri will need to reconsider their options as settlement

cannot be achieved. If the PSGE Proposal is not ratified, the settlement can be signed, but the settlement assets cannot be transferred until an alternative PSGE model is accepted by Ngai Tāmanuhiri members.

If Ngai Tāmanuhiri does not settle now, it:

- may lose the redress outlined in the Deed;
- will go to the back of the line of the iwi trying to negotiate a settlement;
- will probably be many years until a new offer is secured from the Crown; and
- is unlikely there will be any increase in overall value in the foreseeable future.

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### **Who will the settlement redress go to?**

The Trust has a mandate to negotiate a Deed of Settlement only. It does not have a mandate to receive and manage settlement redress.

The proposed PSGE, Tāmanuhiri Tutu Poroporo Trust, must be ratified by a majority of Members on the register. If ratified, the Tāmanuhiri Tutu Poroporo Trust will be established to receive and manage the settlement redress.

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### **What requirements do I need to meet in order to vote on ratification?**

In order to vote during ratification you will need to be on the Ngai Tāmanuhiri Register.

You must be at least 18 years of age at the time of ratification to be on the Register.

In order to exercise your right to vote you must fill in the requisite voting papers and post them back to the Returning Officer. A freepost return envelope is included in your Information Pack. In order for your vote to be counted the Returning Officer will have to have received it no later than 12 midday 28 January 2011.

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### **Do I have to attend the information hui in order to vote?**

Attendance is not a requirement for voting – however the Trust strongly recommends that you attend at least one information hui. These hui provide information so you can make an informed decision on whether to accept the Deed and the PSGE Proposal.

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