

**BEFORE THE WAITANGI TRIBUNAL**

**CONCERNING WAI 45 & WAI 613**

**IN THE MATTER**

of the Treaty of Waitangi Act 1975

**AND**

**IN THE MATTER OF**

An application for remedies on behalf of  
**TE RUNANGA-A-IWI O NGATIKAHU**

---

**MEMORANDUM ON BEHALF OF NGAITAKOTO A IWI RESEARCH UNIT TRUST IN  
OPPOSITION TO - THE NGATI-KAHU RUNANGA APPLICATION FOR REMEDIES**

Dated: this 19<sup>th</sup> day of AUGUST 2012

---

---

Rangitane Marsden, NgaiTakoto A Iwi Research Unit Trust

P.O.Box 262 Kaitaia, Northland.

Ph: 09 4080271

Fax: 09 4080215

Email: rangitane.ngaitakoto@hotmail.com

I, RANGITANE MARSDEN of Whangarei, Northland state that,

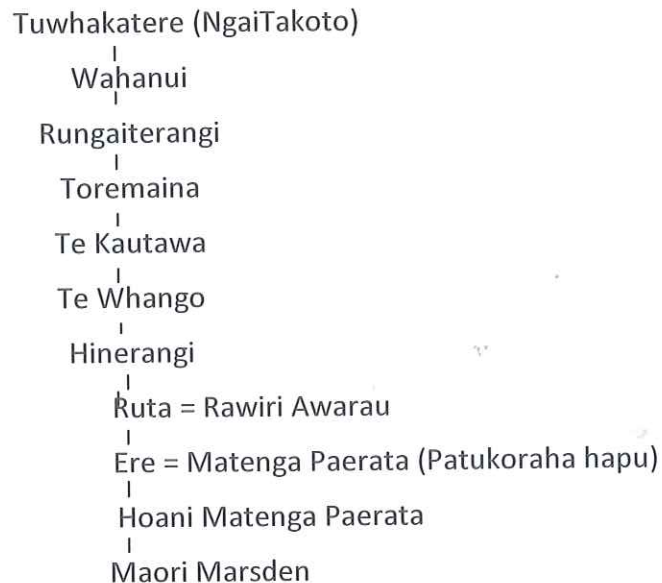
1. I am a member of NgaiTakoto. I am also member of Mahimaru Marae, Kareponia Marae and Patukoraha hapu on my father's side. Therefore I bear the interests of these marae and their subsequent associations.
2. My father Rev Maori Marsden was the original claimant on behalf of NgaiTakoto in the Muriwhenua Claim Wai 45 until his death in 1993. He is buried at Komako urupa Kareponia, Patukoraha, a hapu of Ngati Kahu.
3. My mother Jane Marsden (nee Paraone) is from Waimanoni Marae which is a primary marae of NgaiTakoto. She is deceased and lies buried at Maatarau, the principal NgaiTakoto urupa which is situated in the heart of the Awanui township.
4. I am one of x3 negotiators whom represent the NgaiTakoto claims and who are mandated by the NgaiTakoto membership. I have been in this role since 1997.
5. The Negotiations Team are managed with oversight of the NgaiTakoto A Iwi Research Unit Trust who comprise the Governance Board of x1 representative from each of the NgaiTakoto Marae affiliates, x2 negotiators, and one independent Chairperson.
6. The NgaiTakoto tribal membership (in April 2012) ratified a proposed NgaiTakoto Deed of Settlement proposal with the Crown. That Settlement proposal contains properties and land that the Ngati Kahu Runanga are making application for and seeking remedies too, from The Waitangi Tribunal.
7. I am making this submission on behalf of the NgaiTakoto A Iwi Research Unit Trust, marae beneficiaries and Iwi of NgaiTakoto in response to matters that affect NgaiTakoto and directly in response to the Ngati Kahu Runanga application to the Waitangi Tribunal.
8. The Tribunal adopted as the remedies area, a map which we understood reflected "the 2008 claim area". The map adopted was that marked "D" and attached to the memorandum-directions of 18 April 2012. This map was originally submitted as exhibit "L" to the affidavit of Professor Mutu.
9. The NgaiTakoto response to the Ngati Kahu Runanga seeking remedies and resumptions in relation to properties and land within the NgaiTakoto rohe is highly disputed as it infers that the Ngati Kahu Runanga, via its hapu have mana whenua interests inside the NgaiTakoto rohe. That is not correct.

10. The Ngati Kahu Runanga is a non traditional, modern day response to the creation of centralised tribal organisation and therefore holds no claims to mana whenua interests within the NgaiTakoto rohe unless those interests have been explicitly agreed too with NgaiTakoto.
11. The hapu of Ngati Kahu are not hapu of NgaiTakoto. For the Ngati Kahu Runanga to make application for remedies and seek resumptions of properties / lands within the traditional NgaiTakoto rohe would require those hapu involved to demonstrate ahi kaa.
12. The requirement therefore requires those hapu to hold traditional mana whenua, as well as occupational rights to those lands. That they do not.
13. What we share is the interrelated relationships of whakapapa that binds us together through whakawhanaungatanga.
14. The traditional, physical, and geographical boundary between NgaiTakoto and Ngati Kahu hapu is described below:
15. From the southern end of the Rangaunu harbour to the pa at Pungaungau, to Pairatahi pa (the Pa of Matenga Paerata of Patukoraha -Treaty signatory), following the range of hill tops (Pa sites) to Kareponia (Komako), to Wharekakariki pa, to Tutatarakihi pa, (western side of Kaitaia aerodrome), to Pukekahikatea pa, (Oturu-NgaiTohianga hapu) continuing along that range of hills into Kaitaia, to Kerekere pa. This is the boundary between NgaiTakoto, Patukoraha, and NgaiTohianga hapu.
16. This korero identifies the boundary line between NgaiTakoto and the hapu of Ngati Kahu as beginning at the Rangaunu, up the Whangatane river up to Mahimaru, where the NgaiTakoto marae of Mahimaru resides on the western bank of the Whangatane spillway.
17. Pungaungau pa (Ngati Kahu rohe) is situated directly opposite Mahimaru marae, on the eastern bank.
18. The Whangatane river and the subsequent hill range is the boundary to which NgaiTakoto has adhered too in its claims against the Crown so as to ensure that the traditional relationships between NgaiTakoto and the Ngati Kahu hapu of Patukoraha and NgaiTohianga are maintained.
19. The Awanui township is the heart of NgaiTakoto, the key cultural feature in that area is St Josephs Anglican Church which was set aside by our tupuna Rawiri Awarau for the purposes of a school and a church in the 1800's. That area is known at Maatarau.

20. Rawiri Awarau was regarded as the last Paramount Rangatira of NgaiTakoto and is buried at Maatarau.

21. The relationship between NgaiTakoto and Patukoraha is entrenched and entwined through whakapapa as below.

22.



23. It is therefore without substance (nexus) and totally inappropriate for the Ngati Kahu Runanga to be seeking by way of a remedies application to the Waitangi Tribunal for the resumption of any property or land within the NgaiTakoto tribal rohe given that the traditional and substantiated boundaries that exist between NgaiTakoto and the hapu of Ngati Kahu has been historically established, and remains intact up to this day.

24. The implications for NgaiTakoto should the Ngati Kahu Runanga remedies application be successful in resumption of properties or lands within our NgaiTakoto rohe, would be constitute a further breach of our treaty relationship with the Crown.

25. Secondly, re-instigate a historical grievance that we believe we had resolved in our negotiations with the Crown and other Te Hiku Iwi after 26 years in order to achieve an agreed too settlement proposal that has since been ratified by the NgaiTakoto membership and is supported by the other x3 Te Hiku iwi who are in the process of either continued negotiations, signing Deed of Settlement, or have settled.

26. By its own admission, Ngati Kahu agrees that in 2008 it achieved and signed its own Agreement in Principle with the Crown relating to its own specific Ngati Kahu claims.

27. That Agreement in Principle did not refer to, or include, lands, sites or properties inside of the NgaiTakoto rohe unless it was agreed to prior with NgaiTakoto negotiators.
28. In 2010 Ngati Kahu who were then part of the (x5 Iwi) Te Hiku Forum signed a Collective Agreement In Principle with the Crown on matters of collective interests.
29. That Agreement in Principle did not refer to, or include, lands, sites or properties inside of the NgaiTakoto rohe unless it was agreed to prior with NgaiTakoto negotiators.
30. It is still the position of NgaiTakoto that Ngati Kahu interests have been recognised and maintained throughout our individual and collective settlement negotiations so there is no substance or cause for Ngati Kahu to claim there may be a prejudice against Ngati Kahu.
31. NgaiTakoto accepts that there are areas of “conjoining interests” and these have been provided for within the specific NgaiTakoto agreements with the crown and subsequently in the agreements that other Iwi have with the crown also.
32. The peninsular Iwi have chosen to be inclusive to achieving the best possible outcomes in the best interests of all, rather than being exclusive.
33. These are evident in the four iwi recognising that Ngati Kahu have a continued role to play in the collective benefits of the Te Hiku Settlement such as the opportunity to participate in the collective Te Hiku Agreements involving, Te Hiku Korowai, Te Hiku Social Development Accord, the collective Te Hiku Forestry and collective Te Hiku Farming initiatives and agreed elements of shared collective financial and commercial redress, all whilst Ngati Kahu still maintains its own “untouched” Ngati Kahu claim agreements of 2008 - 2010 that it has with the crown.
34. In the Kaitaia Aerodrome, Te Rangianiwaniwa Kura Kaupapa which is to be vested jointly in Ngati Kahu (hapu) and NgaiTakoto. NgaiTakoto have given public assurances and direct communications to Ngati Kahu that its (Ngati Kahu) interests, will be protected by NgaiTakoto should the crown divest its own interests within the property being the Kaitaia Aerodrome and Te Rangianiwaniwa Kura Kaupapa, citing those interests will be returned to the hapu of Ngati Kahu irrespective.
35. NgaiTakoto still and will subscribe to that position.
36. NgaiTakoto in regards to the commercial redress properties within the Kaitaia area which is subject to overlapping mana whenua claims between NgaiTakoto, Te Rarawa and Ngati Kahu have also reached what we believe to be in the best interests of all proposal.

37. NgaiTakoto and Te Rarawa have agreed to jointly share in those Kaitaia properties alongside Ngati Kahu and this is evident in the agreements that both Iwi have with the Crown in their settlement proposals.
38. NgaiTakoto and Te Rarawa however do not agree that Ngati Kahu have exclusive interests only within the Kaitaia area.
39. NgaiTakoto subscribe to the position that settling one grievance by creating another is not the way to resolve the current Ngati Kahu application matters. Whilst re recognise Ngati Kahu's rights to seek redress with the crown it must not be at the cost of taking from NgaiTakoto.

DATED at Whangarei this 19<sup>th</sup> day of Aug 2012

*R. Marsden*

---

Rangitane Marsden  
Counsel / Representative for NgaiTakoto A Iwi  
Research Unit Trust (NgaiTakoto)