

**In the Environment Court of New Zealand
Auckland Registry**

**I Te Kooti Taiao O Aotearoa
Tāmaki Makaurau Rohe**

Under the Resource Management Act 1991 (the Act)

In the matter of appeals under clause 14(1), Schedule 1 of the Act

Between **Bay of Islands Maritime Park Incorporated**

ENV-2019-AKL-117

**The Royal Forest and Bird Protection Society of New
Zealand Incorporated**

ENV-2019-AKL-127

Appellants

And **Northland Regional Council**
Respondent

**Statement of evidence of Hugh Te Kiri Rihari for Te Rūnanga-Ā-Iwi O
Ngāpuhi**

Dated [23 June 2021](#) ~~17 May 2021~~

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Statement of evidence of Hugh Te Kiri Rihari

1 Qualifications and experience

- 1.1 My full name is Hugh Te Kiri Rihari. I am of Ngāti Torehina ki Matakā descent, which is my hapū and am a direct descendant of the Tupuna Te Reinga. My hapū is affiliated with Ngāpuhi iwi.
- 1.2 I am a kaitiaki of whenua on Mataroa Peninsula (commonly known as Purerua Peninsula, to the north-west of the Bay of Islands), and the awa and moana which lies around it. Our rohe is the gateway to Pēwhairangi.¹
- 1.3 Through the marriage of Tangi-Wheiao and Marokura, Ngāti Torehina ki Matakā have had mana whenua at Rangihoua and Te Puna since the fifteenth century. My hapū maintain Ahi Kā over this whenua tapu.
- 1.4 My whānau and hapū continue to live under the rangatiratanga which was declared by our tupuna Wharepoaka in He Whakaputanga o Te Rangatira o Nu Tireni 1835.
- 1.5 I grew up in Ngawha in Northland. When I was 14, I was sent to Hato Paora in Fielding. This is a boarding school for Māori boys that seeks to develop He Tapapa Rangatira (leaders for tomorrow). My parents were not rich but they wanted a better life for me, so they worked hard to pay my school tuition. Because of this, I felt I had an obligation to my whānau to do the best I could and fill my kete with knowledge to take back to my whānau.
- 1.6 I have been involved in a number of public and private roles in which I have represented the interests and kaupapa of our hapū and Ngāpuhi iwi generally, including:
- a Mana ā-rohe: Far North District Council and Northland Regional Council – cultural advisory and capacity-building;
 - b Historic Places Trust – Northland Consultant – Pouhere Taonga;
 - c Te Rūnanga Ā Iwi O Ngāpuhi – Hapū Kaitiaki;

¹ The 'gateway to Pēwhairangi' refers to the area where the waters of Te Puna Inlet and Kerikeri Inlet move past Moturoa Island and into the Bay of Islands. Whichever way the water flows, Pēwhairangi is the transliteration of Bay of Islands. My parents and grandparents and those of their generation referred to the seas surrounding the Bay of Islands as Te Tai Tokerau or Te moana Nui a Kiwa / Pacific Ocean. These names are seldom used by today's generation.

- d Hapū Environmental Management Plan – Advisor;
 - e Pa Mai Te Aroha Trust – Chairperson; and
 - f Wharengaere Papakainga Trust – Trustee.
- 1.7 My immersion in hapū matters and my uptake of these positions occurred when I returned to live at Wharengaere (on Mataroa /Purerua Peninsula) permanently in 2003.
- 1.8 I am currently a member of the Kerikeri - Waipapa River Liaison Committee. A description of this Committee and my role is set out at section 6 of my evidence.
- 1.9 I am also the Chairperson of Te Komiti Kaitiaki Whakature i nga Taonga o Tangaroa ('**Te Komiti Kaitiaki**'). Te Komiti Kaitiaki is responsible for the customary management of the rohe moana in the Bay of Islands. The extent of the rohe moana is shown in the map at **Appendix A** to my evidence and in broad terms covers the north-western half of the Bay of Islands. Te Komiti Kaitiaki is a working model of collaboration between hapū, as we all work together to develop and implement sustainable management of customary fisheries. I joined Te Kaitiaki Komiti in 2003, and became a registered member in 2006. When I first joined, I went through extensive training in both Te Reo Māori and Māoritanga. I then spent weeks in training workshops hosted by the Ministry of Fisheries.
- 1.10 In preparing this statement, I was provided with a copy of the code of conduct for expert witnesses as contained in the Environment Court's Consolidated Practice Note 2014. I have been a part of proceedings in the Environment Court as a section 274 party before, and am familiar with the code of conduct.²
- 1.11 I consider that I have an extensive understanding of Māori custom, including tikanga concepts, and its application with regard to the Fisheries (Kaimoana Customary Fishing) Regulations 1998. I will use my understanding and experience to assist the Court to the best of my ability.
- 1.12 However, I would not personally describe myself as an 'expert', and cannot distinguish between my knowledge of mātauranga Māori and roles I perform for my hapū and iwi. The code of conduct requires that expert witnesses not act as advocates, but I have an interest in the outcome of this proceeding, because of its consequences for iwi, hapū and future generations.

² *Verstraete v Far North District Council* [2013] NZEnvC 108.

2 **Scope of evidence**

2.1 My evidence relates to the following proceedings:

- a *Bay of Islands Maritime Park Incorporated v Northland Regional Council* (ENV-2019-AKL-117); and
- b *The Royal Forest and Bird Protection Society of New Zealand Incorporated v Northland Regional Council* (ENV-2019-AKL-127).

2.2 Both proceedings concern the Regional Council's decision on the Proposed Regional Plan for Northland ('**Proposed Plan**'). Te Rūnanga-Ā-lwi O Ngāpuhi ('**TRAION**') is a section 274 party to both of the above proceedings ('the **Appeals**').

2.3 My evidence addresses the importance of fishing to Ngāpuhi's identity, and my observations about the effectiveness of current management tools for the protection of biodiversity and exercise of kaitakitanga. In particular, my evidence discusses:

- a The history of Ngāpuhi fishing;
- b How Te Komiti Kaitiaki Whakature i nga Taonga o Tangaroa currently performs a kaitaki role over part of the rohe moana which the Appeals seek to impose rules over;
- c My role on the Kerikeri Water Liaison Committee, and my observations about the impacts of land uses on our rivers, lakes, and their discharge into the coastal marine, area affecting water quality; and
- d The implications of the proposed restrictions.

3 **Executive Summary**

3.1 The Ngāpuhi people, and especially the hapū located along the shores of the Bay of Islands, have been fishing people for generations, and hold extensive knowledge regarding customary fishing practices.

3.2 Today, members of Te Kaitiaki Komiti (of which I am the chair) have the role of providing permits for customary fishing. We provide these permits for when our whānau need kai moana for events such as tangi, marriages, birthdays of our respected elderly kaumātua and kuia; such events bring large numbers of manuhiri to our marae and villages. In practice, whānau tend to rely on the recreational fishing take limits to authorise most of their food gathering

requirements (including for customary purposes), and only seek customary permits where these are insufficient. But for conservation purposes, we will not issue permits for crayfish, scallops or pāua.

- 3.3 The concept of kaitiakitanga has two sides. It is perhaps most commonly referred to as conservation and protection, but the sustainable use of resources is an equally important part of the concept. Kaitiakitanga is linked with manaakitanga and each of these cannot exist without the other. The sustainable use of fisheries in our rohe moana, for example, is essential for manaakitanga and providing kai for visiting whānau and hapū. No matter the discussion at the hui, people always remember the manaakitanga they received. If we do not sustainably utilise our fisheries, which only happens through exercising whanaungatanga and kaitiakitanga then we will be unable to fulfil our manaakitanga obligations.
- 3.4 Even in relation to protection or conservation, kaitiakitanga is not an ‘end-goal’, but instead an ongoing obligation or relationship between kaitiaki and the resource. In other words, kaitiakitanga cannot be delegated to someone else to perform and cannot be achieved (or satisfied) by simply creating a rule. Kaitiakitanga adds to the mana of both the kaitiaki and the resource, and mana is diminished if kaitiakitanga is exercised by someone else.
- 3.5 In 2009, Te Komiti Kaitiaki applied for Te Puna Mātaitai Reserve in the northern Bay of Islands area. Tangata Kaitiaki/ Tiaki for this area allows the customary food gathering in the same way of gazetted rohe moana, it has to be approved by Tangata Kaitiaki/ Tiaki. Commercial fishing is also not allowed within a mātaitai reserve.³
- 3.6 In my experience, Te Komiti Kaitiaki, and the Fisheries (Kaimoana Customary Fishing) Regulations and bylaws which it implements, are an effective tool for managing the collection of kaimoana in a manner which provides for the exercise of kaitiakitanga and related tikanga concepts. These tools are flexible and enable kaitiaki to restrict fishing where they consider this to be justified. I support the careful management of (and some restrictions on) fishing and the rohe moana – using existing fisheries regime tools. The restrictions proposed to be introduced under the RMA will undermine the role of kaitiaki and diminish the mana of both the kaitiaki and the kaimoana.
- 3.7 If these appeals succeed, the rights and interests of Te Komiti Kaitiaki to manage their gazetted rohe moana [have the potential to](#) ~~will~~ be compromised

³ Fisheries (Kaimoana Customary Fishing) Regulations 1998, reg 27(2).

~~which would take away, thereby, taking away~~ Te Komiti Kaitiaki's ability to provide for the fisheries customary needs of all of Ngāpuhi's 125,000 members. If our boundaries were compromised by the Regional Council's provisions, it would be seen as a breach of the regulations which govern our management of our gazetted rohe mahinga mātaihai. It is vitally important that the regulatory provisions of the Fisheries (Kaimoana Customary Fishing Regulations) 1998 are not impacted; it is the only way that our coastal hapū can provide the concept of manaakitanga and kaitiakitanga to the greater Ngāpuhi nation.

- 3.8 I understand that the provisions being proposed by Te Uri o Hikihiki will require a resource consent to fish Te Au o Morunga Protection Area which covers a large area south of Cape Brett. Fishers who undertake customary food gathering here will have to apply elsewhere for their customary take which will put pressure on the rohe moana managed by Te Komiti Kaitiaki. As a result, we may have to change the way we manage applications, i.e. potentially refuse customary food gathering in situations where we would have allowed it before the proposed restrictions. This will have dire consequences on Te Komiti Kaitiaki as it will force our group into a position we do not support. Our group may be forced to seek redress from our Treaty partner (the Crown), for the loss of those fisheries protection tools which were given to us by the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992.
- 3.9 Through my role on the Kerikeri Water Liaison Committee, I have seen evidence of sediment coming from the Kerikeri River, flowing through the oyster farms in the Kerikeri Inlet and moving out to the Bay of Islands. I draw the Court's attention to this matter because my observations are that this siltation and effects from land development contribute to the decline in biodiversity in the seabed. In my experience, fishing is not the only (or even the main) cause of biodiversity decline.

4 **History of Ngāpuhi fishing**

- 4.1 The Ngāpuhi people, and especially the hapū located along the shores of the Bay of Islands, have been fishing people for generations, and hold extensive knowledge regarding customary fishing practices.
- 4.2 Our kaitiaki hold intimate knowledge of the motu, fishing grounds and rocks and reefs in the Bay of Islands area. The many islands within our rohe moana are taonga because they have spiritual, cultural and historical importance for us.
- 4.3 Manaakitanga is an integral part of Māori culture and tradition. This is a means of demonstrating aroha and strengthening whanaungatanga. Ngāpuhi, through

Te Komiti Kaitiaki, have obligations to manaaki manuhiri who visit their marae or villages with local traditional kai. We show manaakitanga by providing the kai moana we catch from our rohe moana. By way of example, our whanaunga located inland in Ngawha are 55 kilometres from the coast and when they come from their rohe to visit whānau on the coast, they bring with them kai from their whenua as a koha. In return, we provide our kaimoana as an extension of our manaakitanga. The moana has sustained our people for generations and we acknowledge this today in the way that we work to sustain the kai moana for our future whanau.

- 4.4 When Pākehā first arrived on our shores, our people cared for them with our own produce, our fisheries were abundant, our technology was equal to that of the European, the exchange of knowledge in fisheries between two different cultures was shared, and trade developed and enhanced.
- 4.5 By the latter part of the 1820s, the changing mood between Māori and the settlers resulted in the tupuna of Ngāpuhi putting their moko to He Whakaputanga in 1835, and again with Te Tiriti o Waitangi in 1840. Te Tiriti o Waitangi was intended to ensure the continuation of the direct relationship begun by our tupuna, Te Pahi and Kawana Kingi and Hongi Hika..
- 4.6 By signing Te Tiriti, the Crown affirmed the rangatiratanga of our people and promised us undisturbed possession of our whenua, kāinga, and taonga. And we gave the Crown powers of 'kāwanatanga' to make laws for the manuhiri and manage the problems we were facing at the time. In 2014, the Waitangi Tribunal found that the Rangatira who signed Te Tiriti o Waitangi in 1840 did not cede their sovereignty to Britain.⁴ Instead, the Rangatira agreed to share power and authority with Britain.⁵ Today, this finding is important to our people as it strengthens our Tino Rangatiratanga over our rohe moana, and the work of Te Komiti Kaitiaki.
- 4.7 While Ngā hapū o Taiamai ki te Marangai are spread over a wide area of the Taiamai ki Te Marangai Takiwā, only a small number of hapū live within the coastal marine area. Ngāti Torehina is one of those coastal hapu who have been in occupation of Mataroa peninsula which includes the Te Moana Nui a Kiwa/ Pacific Ocean to the east, Pēwhairangi / Bay of islands to the south, and the Poukoura Inlet to the west. Ngāti Torehina was one of two hapū who welcomed the Missionary Samuel Marsden, his congregation and settlers to the

⁴ Waitangi Tribunal *He Whakaputanga me te Tiriti: The Report on Stage 1 of the Te Paparahi o Te Raki inquiry* (Wai 1040, 2014) at 526.

⁵ Waitangi Tribunal *He Whakaputanga me te Tiriti: The Report on Stage 1 of the Te Paparahi o Te Raki inquiry* (Wai 1040, 2014) at 526.

Bay of Islands in December 1814. Ngāti Torehina therefore, has a sound knowledge of their territory, waters, and the habitats of the different species of fisheries located in various parts of their rohe moana. The gazetted Te Puna mahinga mātaītai surrounds the Mataroa peninsula. The history and tikanga of this area is specific to Ngāti Torehina's cultural practices and beliefs.

5 **Te Komiti Kaitiaki Whakature i nga Taonga o Tangaroa**

5.1 As I referred to above, I am currently the Chair of the Te Komiti Kaitiaki Whakature i nga Taonga o Tangaroa (**Te Komiti Kaitiaki**), a committee represented by kaitiaki on behalf of twelve hapū/marae within the rohe of the Taiamai ki Te Marangai Takiwa. Each member has been nominated from each of their representatives.

5.2 To be a Kaitiaki, members not only need to have the knowledge of Te Ao Māori and be mindful of the spiritual importance of our rohe moana, but also need to hold the responsibility of protecting our moana for current and future generations. As kaitiaki we conserve and sustain. We hold what has been passed on from our tupuna, and guaranteed in Te Tiriti o Waitangi, and we work to restore for our tamariki who will one day be the next kaitiaki.

5.3 Te Komiti Kaitiaki works through our issues internally within a tikanga framework. While Te Komiti Kaitiaki refer to the Fisheries (Kaimoana Customary Fishing) Regulations 1998 as a management tool, the interpretation of these rules are guided by tikanga passed down through the generations, where possible, Te Reo plays an integral part in our management process. We have rules/guidelines, and like the Māori language, these rules have evolved over time and will continue to evolve as we change and the people who we represent change.

5.4 Today, members of Te Komiti Kaitiaki have the role of providing permits for customary fishing. We provide these permits for when our whānau need kai moana for events such as tangi, celebrations, and when we are hosting manuhiri. The main purpose of a customary permit is to allow the taking of fish over and above the recreational limit. Also, 99.5% of the time, Māori are considered recreational fishers and are bound, as is every other New Zealander, to the recreational limits. This can only change with the issuing of a customary permit.

5.5 For conservation purposes, we will not issue permits for crayfish, scallops or pāua. We do not issue permits for pāua because currently they are not growing to full size. When we issue permits for customary fishing, we have a process in

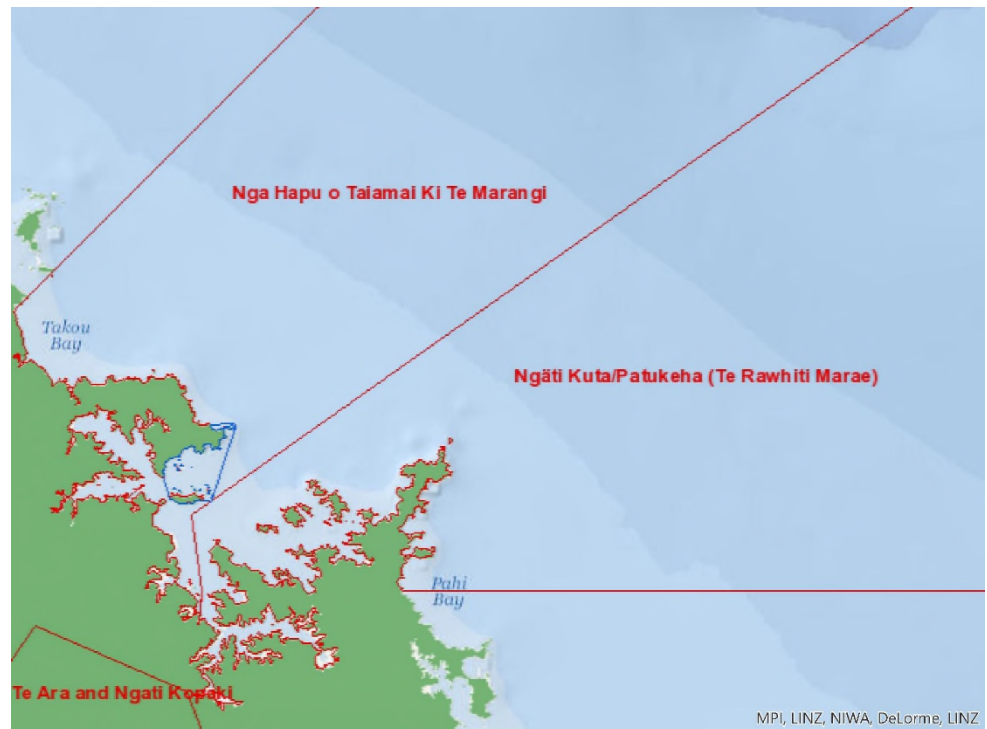
place to ensure we are tracking the take. Fishers are asked to record the purpose of the take and the amount sought.

- 5.6 In 2012, a Customary Fisheries Management Plan was established to enable the Te Komiti Kaitiaki to take an integrated approach to managing our rohe moana.. I have included this management plan as **Appendix B** to my evidence.
- 5.7 Te Komiti Kaitiaki are the Tangata Kaitiaki/ Tiaki for the rohe moana of Ngā Hapū o Taiamai ki Te Marangai. This rohe moana was officially confirmed by Gazette Notice,⁶ a copy of which is attached as **Appendix C** to my evidence. This gazetted rohe moana extends from the northern end of Takou Bay along the coastline to Te Haumi, then extends up to an area just south of Moturoa Island and then out to the edge of the EEZ and back to the northern end of Takou Bay. A map of this area is included as below and at **Appendix A** to my evidence. To be clear, I will refer to this area as the ‘gazetted rohe moana’. Any other use of the term ‘rohe moana’ in this evidence refers to the traditional concept that does not include lines drawn on a map. This map also shows the gazetted rohe moana of Ngāti Kuta/ Patukeha⁷ alongside the gazetted rohe maona of Ngā Hapū o Taiamai ki Te Marangai, which I have included as **Appendix D** to my evidence. While I have some reservations about defining such things by lines on a map, together these two areas are an approximation of the eastern rohe moana of Ngāpuhi.

Figure 1: Map of gazetted rohe moana managed by Te Komiti Kaitiaki (Ngā Hapū o Taiamai Ki Te Marangi) and the rohe moana of Ngāti Kuta/ Patukeha

⁶ “Fisheries (Kaimoana Customary Fishing) Notice (No. 10) 2002 (No. F237).”

⁷ “Fisheries (Kaimoana Customary Fishing) Notice (No.11) 2012.” (17 December 2012) 97 *New Zealand Gazette* 4437 at 4476).



- 5.8 The Gazette Notice which confirmed the rohe moana allows the named Tangata Kaitiaki/ Tiaki (of which I am one) to authorise any person to take fish, aquatic life or seaweed for customary purposes. Without a customary permit, Māori are limited to the recreational limit regardless of the occasion for which the kaimoana is required.
- 5.9 The GPS coordinates which identifies the extent of the gazetted rohe moana managed by Te Komiti Kaitiaki is the only areas within which a customary permit can be issued (by Te Komiti Kaitiaki) allowing for the harvesting of fish, aquatic life or seaweed over and above the recreational daily bag limits. These lines (coordinates) cannot be removed so long as the gazetted area is in force.
- 5.10 This gazetted rohe moana is organised and implemented at the hapū or marae level by Te Komiti Kaitiaki and focusses on customary food gathering and fishing. However, this hapū rohe moana is also part of the wider rohe moana of Ngāpuhi at an iwi level. To that extent, Ngāpuhi has an interest in this part of the rohe moana, alongside a separate role in relation to commercial fishing through TRAION as the MIO which is covered in the evidence of **Mr Knight** and **Mr Wharerau**.
- 5.11 As I have noted, Te Komiti Kaitiaki works within a tikanga framework, and the Customary Fisheries Management Plan, attached to my evidence at **Appendix B**, assists us to do this. The tikanga principles of most relevance are those of kaitiakitanga, manaakitanga and whanaungatanga.

5.12 The concept of kaitiakitanga has two sides. It is perhaps most commonly referred to as conservation and protection, but the sustainable use of resources is an equally important part of the concept. Kaitiakitanga is linked with manaakitanga and each of these cannot exist without the others. The sustainable use of fisheries in our rohe moana, for example, is essential for manaakitanga and providing kai for visiting whanau and hapū. No matter the discussion at the hui, people always remember the manaakitanga they received. If we do not sustainably utilise our fisheries, which only happens through exercising whanaungatanga and kaitiakitanga then we will be unable to fulfil our manaakitanga obligations.

5.13 If I may quote Andrew Erueti:⁸

Justice Edward Durie uses the word “tikanga” to describe the norms that maintain law and order in Māori customary society. It has many meanings in Māori, and has been translated into English as meaning “rule”, “plan”, and “reason”...

It must be recognised though that tikanga serves a much broader function than maintaining the “law”. It cuts across all aspects of human behaviour including matters of spirituality, religion, and morality. Offences against tikanga, then, were often considered to be both immoral and in breach of the code laid down by tupuna (ancestors), and ultimately, the creator gods. Māori therefore tend to draw a distinction between nga tikanga Maori, in this broad sense, and ngā ture, meaning the laws enacted by Parliament and applied by the general Courts.

5.14 The term kaitiakitanga itself, is a manifestation of all of the above, to Māori fisheries is a taonga provided for humans by the sea god, Tangaroa. An offence against fisheries, or the habitats, of whatever species, is an offence against Tangaroa. Kaitiakitanga then, has a much more meaningful role than just managing fisheries.

5.15 Even in relation to protection or conservation, kaitiakitanga is not an ‘end-goal’, but instead an ongoing obligation or relationship between kaitiaki and the resource. In other words, kaitiakitanga cannot be delegated to someone else to perform and cannot be achieved (or satisfied) by simply creating a rule. Kaitiakitanga adds to the mana of both the kaitaki and the resource, and mana is diminished if kaitiakitanga is exercised by someone else.

Te Puna Mātaitai Reserve

⁸ Andrew Erueti “Māori Customary Law and Land Tenure: An Analysis” in Richard Boast (2nd ed) *Māori Land Law* (LexisNexis, Wellington, 2004) 41 at 3.1.

- 5.16 In 2009, Te Komiti Kaitiaki applied for Te Puna Mātaitai Reserve in the northern Bay of Islands areas. The Te Puna Mātaitai Reserve extends from the Purerua Peninsula out to the Black Rocks and north around Cape Wiwiki to an area just east of Wiwiki Beach. This was confirmed by Gazette notice on 1 August 2013⁹ and allows the same customary food gathering as in the gazetted rohe moana, it has to be approved by Tangata Kaitiaki/ Tiaki. A copy of this gazette notice is attached to my evidence as **Appendix E**. Commercial fishing is also not allowed within a mātaitai reserve.¹⁰
- 5.17 We do not know the full extent of the depletion of the fisheries within our Te Puna Mātaitai Reserve. Te Komiti Kaitiaki would need support from MPI to achieve this. Te Komiti Kaitiaki is supported by marine scientists and biologists who supported the by-law covered below. If we had access to funding, Te Komiti Kaitiaki could reach out to these marine experts and teach our rangatahi/ youth the finer points of conservation from a scientific perspective. Presently, Tangata Kaitiaki/ Tiaki are only nominated from the hapū affiliated to Ngā Hapū o Taiamai ki Te Marangai which means we have limited access to marine experts.
- 5.18 Members of Te Komiti Kaitiaki have the role of providing permits for customary fishing in the gazetted rohe moana, which includes Te Puna Mātaitai Reserve. As I have described above, we provide these permits when our whānau need kaimoana for events such as tangi, celebrations, and when we are hosting manuhiri.

Te Puna Mātaitai Reserve kūtai by-law

- 5.19 Local divers have recently witnessed a decline in the kūtai (mussel) population around Te Puna Mātaitai Reserve. We have a biologist and marine scientist who provided supporting evidence (pro bono) to Te Komiti Kaitiaki's application to place a rāhui on the taking of Kūtai (mussel) from the Te Puna Mātaitai Reserve. Te Komiti Kaitiaki proposed a by-law that prevents the take of green-lipped mussel (*Perna canaliculus*), blue mussel (*Mytilus galloprovincialis*), or black mussel (*Xenostrobus pulex*) in Te Puna Mātaitai Reserve. This by-law came into effect on 23 March 2020.¹¹ Notice of this by-law is attached to my evidence as **Appendix F**.
- 5.20 It is a requirement of the Fisheries (Kaimoana Customary Regulations) 1998 that Te Komiti Kaitiaki consult with their neighbours on either side of the gazetted area/ rohe moana including the general public, Establishing this bylaw

⁹ "Fisheries (Declaration and Notification of Te Puna Maitai Reserve and Appointment of Tangata Kaitiaki/Tiaki) Notice 2013 " (1 August 2013) 97 *New Zealand Gazette* [2569 at 2593](#).

¹⁰ Fisheries (Kaimoana Customary Fishing) Regulations 1998, reg 27(2).

¹¹ "Fisheries (Declaration of Te Puna Mātaitai Reserve Bylaw) Notice 2020" (1 February 2020) *New Zealand Gazette*

was a collaborative effort with the help of TRAION, who gave support through their national communication network, and other local and national sector groups to protect the local kūtai (mussel) stock in the Te Puna Mātaitai Reserve area. Te Komiti Kaitiaki, with the support of hapū, travelled around the motu to hold local hui for the purpose of socialising the depletion of the mussel stock and gaining support for the application. I understand my whanaunga **Mr Wharerau** has referred to this mātaitai application in his evidence.

- 5.21 In my experience, Te Komiti Kaitiaki, and the fisheries regulations and bylaws which it implements, are an effective tool for managing the collection of kaimoana in a manner which provides for the exercise of kaitiakitanga and related tikanga concepts. These tools are flexible and enable kaitiaki to restrict fishing where we consider this to be justified. This is one of my primary roles as Chairman of Te Komiti Kaitiaki. I support the careful management of (and some restrictions on) fishing and the rohe moana – using existing fisheries regime tools.

6 **Kerikeri Water Liaison Committee**

- 6.1 I currently sit on the Kerikeri - Waipapa River Liaison Committee ('the **Committee**') as the iwi representative since 2011. The Committee is a sub-committee of the Northland Regional Council's Environmental Management Committee and its role is to advise and make recommendations to the Council, via the Environmental Management Committee, on all matters pertaining to the development and implementation of the Kerikeri-Waipapa River Management Plan.
- 6.2 My primary role as Iwi representative on the Committee relates to flood mitigation and preventing houses from being constructed in areas susceptible to flooding. With global warming, the 100 year flooding modelling is now very unpredictable, we have recently had two serious 100 year floods twice in one year.
- 6.3 My main concern as a member of the Committee is the discharge of sedimentation from the several tributaries of waters which discharge into the Waipapa estuary and the Kerikeri basin. All of this sedimentation loaded water eventually reaches the entire north eastern Bay of Islands smothering our fisheries habitat. Through my role in the Committee, I have seen evidence of sediment coming from the Kerikeri River, flowing through the oyster farms in the Kerikeri Inlet and moving out to the Bay of Islands.

- 6.4 Coastal erosion is one of the main causes of siltation as well as sedimentation runoff from unprotected face cuts, open drains and lightly metalled roads. At certain points along these lightly metalled roads, the road runoffs are directed onto private land which eventually find their way to our rivers and coastal environment. Every time there is heavy rain, a lot of water flows into the Kerikeri river which then takes the sediment down with it and flows out into the Kerikeri Inlet and onto the Bay of Islands. I have included a photo example of this sedimentation as **Appendix G** to my evidence. This photo, taken after a storm, shows sediment coming out of the Kerikeri river which can be contrasted with the blue water in Te Puna Inlet. I also have attached a page from Ngāti Torehina's hapū environment plan as **Appendix H** to my evidence. This shows examples of flood events that move sediment into the rivers and coastal environment.
- 6.5 I draw the Court's attention to this matter because my observations are that this siltation and effects from land development, coastal erosion, and metalled roads which have exposed face cuts (banks) contribute to the decline in biodiversity in the seabed. I understand from my discussions with those who dive in the Bay of Islands, that it is now more common for sediment to cloud water quality and affect water quality. Most of the pipi and kokota including sea grass have been smothered by sedimentation; there is no seagrass to be seen in the inner Bay of Islands. Protecting biodiversity in the moana requires an integrated approach – ki uta ki tai (from mountains to sea). In my experience, fishing is not the only (or even the main) cause of biodiversity decline.

7 **Implications of the proposed restrictions**

- 7.1 Our people, Ngāti Torehina, like other coastal tribes, have always held a strong connection to their rohe moana in the Bay of Islands. For Māori, the practice of being able to exercise a relationship with Tangaroa is an exercise of our mana motuhake and a continuation of the promises made by the Crown when our tupuna signed Te Tiriti o Waitangi. Any decisions by the judiciary to alter the powers of kaitiaki and the ability to exercise this relationship with Tangaroa would breach He Whakaputanga 1835 and Te Tiriti o Waitangi and would be harmful to the people of Ngāpuhi.
- 7.2 As outlined above at paragraph 4.3, manaakitanga is an integral part of Māori culture and tradition. If we were unable to catch our local delicacies this would diminish our ability to provide sustenance for our hapū, and the ethic of manaakitanga to our manuhiri thereby, losing face and diminishing the mana of our hapū. For Māori, the most important memory we have is how we remember

manaaki – how we receive people to our home, and how we are received. If we cannot properly manaaki as per our tikanga this would be a serious detriment.

- 7.3 I understand that the Appellants and Ngāti Kuta are proposing to implement a range of provisions to restrict fishing.

Ipipiri-Rakaumangamanga Protection Area – (Sub-Area C)

- 7.4 I understand that the Appellants are seeking that the following methods of fishing be prohibited in Sub-Area C:¹²

- a Bottom trawling;
- b Bottom pair trawling;
- c Danish seining;
- d Purse seining;
- e Longlining without approved seabird mitigation devices; and
- f Drift netting.

- 7.5 I am aware that certain methods of commercial fishing are already banned in the inner Bay of Islands. The inner Bay of Islands includes all of Sub-Area B, and part of Sub-Area C. I understand **Mr Clark** also covers the same commercial restrictions. The banned commercial methods include:

- a Trawling;
- b Danish seining;
- c Purse seining; and
- d Set nets over 1000m in length.

- 7.6 Commercially fishing for scallops is also banned in the inner Bay of Islands. Also, I understand that Sub-Area B is fully closed (except for rock lobster) to commercial fishing from 1 October to 30 April.

- 7.7 [In the earlier version of the maps provided by the Appellants](#), there ~~was~~ is an overlap between part of the proposed Sub-Area C and the gazetted rohe moana managed by Te Komiti Kaitiaki. At a hui with TRAION and representatives of both Te Komiti Kaitiaki and Ngāti Kuta, including Matu Clendon, TRAION and

¹² Reaburn EIC, Appendix A, Rule C.1.9.2(d).

Te Komiti Kaitiaki asked that this area of overlap with the gazetted rohe moana managed by Te Komiti Kaitiaki, be removed from the proposed protection areas. This hui is also discussed in the evidence of **Mr Wharerau**. [I understand this overlap has now been removed by the Appellants.](#)

- 7.8 [I am still concerned that there could be an overlap between the proposed protection areas and the gazetted rohe moana in the future. The proposed policies direct consideration of future protection areas and once these areas have been identified, the proposed provisions direct that restrictions are introduced as a result \(I assume through a similar process to this one\).](#)
- 7.9 As explained above in my evidence, Te Komiti Kaitiaki, and the fisheries regulations and bylaws which it implements, are an effective tool for managing the collection of kaimoana in a manner which provides for the exercise of kaitiakitanga and related tikanga concepts. The restrictions proposed to be introduced under the RMA will undermine the role of kaitiaki and diminish the effectiveness of Te Komiti Kaitiaki to provide for the customary fisheries needs of the Ngāpuhi nation resulting in the loss of mana for Te Komiti Kaitiaki.
- 7.10 If these appeals succeed, the rights and interests of Te Komiti Kaitiaki to manage their gazetted rohe moana ~~have the potential to will~~ be compromised; ~~thereby, taking~~ [which would take](#) away Te Komiti Kaitiaki's ability to provide for the fisheries customary needs of all of Ngāpuhi's 125,000 members. [If our boundaries were compromised by the Regional Council's provisions, it would be seen as a breach of the Fisheries \(Kaimoana Customary Fishing\) Regulations 1998, derived from the Treaty of Waitangi \(Fisheries Claims\) Settlement Act 1992, which govern our management of our rohe mahinga mātaītai.](#) It is vitally important that the regulatory provisions of the Fisheries (Kaimoana Customary Fishing Regulations) 1998 are not impacted; it is the only way that our coastal hapū can provide the concept of manaakitanga and kaitiakitanga to the greater Ngāpuhi nation.
- 7.11 I understand that the provisions being proposed by Te Uri o Hikihiki will require a resource consent to fish Te Au o Morunga Protection Area which covers a large area south of Cape Brett. Fishers who undertake customary food gathering here will have to apply elsewhere for their customary take which will put pressure on the rohe moana managed by Te Komiti Kaitiaki. As a result, we may have to change the way we manage applications, i.e. potentially refuse customary food gathering in situations where we would have allowed it before the proposed restrictions. This will have dire consequences on Te Komiti Kaitiaki as it will force our group into a position we do not support. Our group may be forced to seek redress from our Treaty partner (the Crown), for the loss

of those fisheries protection tools which were given to us by the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992 and the Deed of Settlement, the latter of which is **attached** as **Appendix I** to my evidence.

- 7.12 Neither Ngāti Kuta nor Patukeha or both, have consulted with Ngā Hapu o Taiamai ki Te Marangai of their intention to support the proposed provisions. Consultation among tribes is an intricate part of Māori custom. While they may support the Appellants to implement these provisions, the introduced Regional Council policy will have dire consequences for Ngā Hapū o Taiamai ki Te Marangai Takiwā's commitment to provide for the customary needs of 125,000 Ngāpuhi. Ngāti Kuta and Patukeha don't have this level of commitment to the Ngāpuhi nation, they are but two tribes.

8 **Conclusions**

- 8.1 In my experience, Te Komiti Kaitiaki, and the fisheries regulations and bylaws which it implements, are an effective tool for managing the collection of kaimoana in a manner which provides for the exercise of kaitiakitanga and related tikanga concepts. These tools are flexible and enable kaitiaki to restrict fishing where we consider this to be justified. I support the careful management of (and some restrictions on) fishing and the rohe moana – using existing fisheries regime tools. The restrictions proposed to be introduced under the RMA will undermine the role of kaitiaki and diminish the mana of both the kaitiaki and the kaimoana.
- 8.2 Through my role on the Kerikeri Water Liaison Committee, I have seen evidence of sediment coming from the Kerikeri River, flowing through the oyster farms in the Kerikeri Inlet and moving out to the Bay of Islands. I draw the Court's attention to this matter because my observations are that this siltation and effects from land development contribute to the decline in biodiversity in the seabed. In my experience, fishing is not the only (or even the main) cause of biodiversity decline.
- 8.3 If these appeals succeed, the rights and interests of Te Komiti Kaitiaki I Nga Taonga o Tangaroa to manage their gazetted rohe moana [have the potential to will be compromised, thereby, taking which would take](#) away Te Komiti Kaitiaki's ability to provide for the fisheries customary needs of all of Ngāpuhi's 125,000 members. [If our boundaries were compromised by the Regional Council's provisions it would be seen as a breach of the regulations which govern our management of our gazetted rohe mahinga mātatitai.](#) This very important customary tool, which allows Te Komiti Kaitiaki to provide through customary regulations specifically tailored through Crown and Māori

negotiations ~~would~~ become non-existent. It is vitally important that the regulatory provisions of the Fisheries (Kaimoana Customary Fishing Regulations) 1998 are not impacted; it is the only way that our coastal hapū can provide the concept of manaakitanga and kaitiakitanga to the greater Ngāpuhi nation.

Hugh Te Kiri Rihari

~~17 May~~ 23 June 2021

**Appendix A Extent of Ngā Hapū o Taiamai Ki Te Marangi rohe
moana**

EB.2224

Nga Hapu o Taiamai KI Te Marangi

Takou Bay

Ngāti Kuta/Patukeha (Te Rawhiti Marae)

Pahi Bay

Te Ara and Ngāti Kōpaki

**Appendix B Te Komiti Kaitiaki Customary Fisheries
Management Plan**

Te Komiti Whakature I Nga Taonga o Tangaroa

Nga Hapu o Taiamai Ki Te Marangai



Customary Fisheries Management Plan

2nd Edition 2012

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The purpose of the Taiamai ki te marangai Rohemoana management plan

The primary purpose of this management plan is to “integrate the management of the natural, historic, and physical resources of the gazetted rohe moana, its islands, and catchments”; and the purposes of the komiti include “to integrate the management of the natural, historic, and physical resources of Nga Hapu o Taiamai ki te Maranga” and “to recognise the historic, traditional, cultural, and spiritual relationship of tangata whenua within our rohe moana”.

The Benefits of this rohe moana management planning document

Benefits for Hapu and Iwi

- Identifies Tangata whenua
- Proactive planning
- Guides for Kaitiaki
- Repository of tribal matauranga
- Input into planning and resource consent process

Benefits for councils and government organisations

- Directs council
- Insight into cultural values and Taonga
- Defines the issues and concerns of Tangata whenua
- Give effect to council obligations
- Increase familiarity of Te ao Maori
- Increases understanding of Te Ao Maori (the responsibility to understand cultural values belongs to the staff of the organisation).

The Power of the planning document

The parliamentary commissioner for the environment describes an Iwi management plan (IMP) as an Iwi planning document recognized by an Iwi authority. Rohe moana management plan (RMMP) is a tool to facilitate dialogue between government agencies and Non- government organisations to increase communication and understanding on issues and should not be used as a substitute for input, participation and consultation. An Iwi planning document is described in the customary fishing regulations as a management plan or strategy that has been prepared by the Tangata kaitiaki for the rohemoana.

Introduction

We as the Kaitiaki o nga taonga o Tangaroa are responsible for kaitiakitanga, and for maintaining and protecting the mauri of our gazetted rohe moana. It is a

responsibility that has been passed down to us by our tupuna and one we will in turn pass on to our mokopuna. Te Komiti Kaitiaki Whakature I nga taonga o Tangaroa (The komiti) have prepared this plan to:

1. Become recognized under the relevant sections of the Resource Management Act (section 66 2A(a).
2. Manage the gazetted rohe moana publicly notified in the [Fisheries (Kaimoana Customary Fishing) Notice (# 10) 2002 (# F237)] published on 18 December 2002.
3. Utilise crown recognised tools that support kaitiakitanga, tikanga and indigenous customary rights as well as integrated management practices.
4. Formalise a document that helps our hapu and ahi kaa participate in local area management practices and procedures
5. Activate communication with the various agencies with statutory responsibility impacting upon sustainable fisheries and environmental management of fisheries resources within our rohe.
6. Communicate the values, policy and aspirations of Nga Hapu o Taiamai ki te Marangai.
7. Provide focus and direction to the Komiti in fulfilling our kaitiaki responsibilities to Tangaroa, the hapu of Taiamai ki te marangai and the children of future generations.
8. Ensure that our values, our heritage and the relationship of Nga Hapu o Taiamai ki te Marangai our moana with tangaroa is not further lost, degraded or the cultural practices of our Kaitiaki forgotten.
9. Ensure the traditional and customary management objectives and practices of Tāngata whenua are supported, enhanced, exercised, recorded, recognized and practiced.

Te Komiti Whakature I nga Taonga o Tangaroa ;

Te Komiti is a representation of the whānau and hapu holding ahi kaa (Whanau residing on or in possession of ancestral land) throughout Te runanga a iwi o Nga Puhitakiwā, **Taiamai ki te Marangai (MIO Status)**. Ngapuhi Nui tonu is the only iwi with a recognized rangatiratanga over the area known as the Bay of Islands.

This plan is designed to facilitate an integrated approach to rohe moana management. The Komiti is aware, that looking after fish, is greater than the fisheries act 1996. We have formulated this plan in order to achieve a holistic management approach, incorporating all relevant legislation that enables tangata whenua to participate and engage in planning process. This plan will be a step toward directing our work load, synchronising our kaitiaki responsibilities and communicating with the wider community.

The plan aims to initiate discussion and communicate our desires to preserve our fisheries resources, customary practices and tikanga. We have fourteen tangata kaitiaki (TKT) and have completed Kaimoana one training with both Keni Piahana and Wendy Rapana on behalf of the Ministry of Fisheries (MFISH). These qualifications are recognized by the Seafood training organization and are NZQA accredited.

Background

This management plan has been prepared by Te Komiti on behalf of Nga Hapu o Taiamai ki te Marangai (the Hapu pertaining to the gazetted rohe moana of this plan).

We as the komiti are tasked with managing the resources, and for maintaining and protecting the mauri of the environment. It is a responsibility that has been passed down to us by our tupuna and one, we will in turn, pass on to our mokopuna.

Our vision and mission statement for the future are as follows;

VISION:

Taiamai ki te Marangai overflowing with Kaimoana and seeing the return of the tohora (this means the fish have returned).

Mission Statement:

To provide for the protection and scope for exercising rangatiratanga in respect of customary fisheries, consistent with tikanga Maori, while ensuring the sustainability of fisheries resources within the aquatic environment.

Maori Customary Rights

The concept of tangata whenua, or “people of the land”, is crucial to the definition of Maori customary rights. Tangata whenua are the iwi or hapu that hold customary authority over a particular area. Rather than being general Maori rights, customary rights belong to tangatawhenua and can only be exercised within their area. Most importantly, customary rights pertained not only to the use of resources, but also to the management of these resources.

In respect of non commercial fishing rights and interests these rights have not been extinguished by the Deed of settlement 1992.

Customary rights continue to be subject to the principles of the treaty of Waitangi and where appropriate, give rise to Treaty obligations on the Crown. Customary rights may also be the subject of requests by Maori, to the Government or initiatives by government in consultation with Maori to develop policies to help recognize use and management practices of Maori, in the exercise of their traditional rights.

The Natural resources inside of the Gazetted rohemoaana of Taiamai ki te marangi belong to tāngata whenua and are subject to the principles of the Treaty of Waitangi.

Kaitiakitanga

Kaitiakitanga is a right, privilege and a duty. Concern has often been expressed however that present legal definitions do not fully express what kaitiakitanga is about, and that any attempt to define it in anything other than te reo Maori will always be insufficient.

Kaitiakitanga is already acknowledged in legislation and is defined as follows:

“...the exercise of guardianship by the tangata whenua of an area in accordance with tikanga Maori in relation to natural and physical resources, and includes the ethic of stewardship” (section 2, Resource Management Act 1991); and

“...the exercise of guardianship; and, in relation to any fisheries resources, includes the ethic of stewardship based on the nature of the resources, as exercised by the appropriate tangata whenua in accordance with tikanga Maori” (section 2, Fisheries Act 1992)

Kaitiakitanga is one of the principles this plan derives its mana from.

Principles

Te Komiti principles are:

- Kaitiakitanga
- Protection of fisheries and tikanga associated with the sea and rohe moana
- Enhancement
- Rangatira working together
- Integrated approach to management

- These principles shall be applied when exercising rangatiratanga over customary fisheries

Intellectual Property

This management plan is the intellectual property of the hapu of Taiamai Ki te Marangai and is to be considered a relevant planning document pursuant to the relevant sections of the Fisheries Act and the Resource management Acts. It is not to be reproduced or distributed without the consent of Te Komiti. *This plan is not to be considered a substitute for direct consultation with 'the komiti'.* Consultation should always be initiated kanohi kite kanohi (face to face) in the first instance.

Consultation

Our right to manage customary fisheries stems from Te Tiriti o Waitangi and is legally recognized through the various fisheries acts and regulations and international law.

The komiti wants to be included in fisheries consultation. Consultation in this regard is preferred during the pre-draft stage. Forcing us to engage in the ministry standard consultation process heavily impacts our capacity and restricts our ability to have quality input and participation.

All fishery management matters that may affect Taiamai Ki te Marangai whether directly or indirectly, should be brought to our attention as soon as practicable, and any requests for consultation must be made prior to drafting documents and plans.

Process for consultation

The preferred consultation approach for Taiamai is pre-consultation (face to face). All oral presentations should be supported in writing and addressed to the secretary. Matters will be addressed at the following meeting agenda permitting.

Contacts

Komiti Kaitiaki Whakature I Nga Taonga O Tangaroa

In order to exercise rangatiratanga over our customary fisheries, Nga hapu o Taiamai Ki Te Marangai identified a number of tangata whenua kaitiaki. These kaitiaki forming 'the Komiti', were gazetted along with the rohe moana by the Minister of Fisheries, the Hon Pete Hodgson in the year 2002.

The current registered Komiti Tangata Kaitiaki

Chairman: Te Hurihanga Judah HeiHei (first point of contact)
 12a Te Tii RD1. Kerikeri.
 Ph: 09 4016032
judahheihei@vodafone.co.nz

Secretary: Waata Rameka 0211512925
Nora.rameka@xtra.co.nz

Treasurer: Hugh Rihari

Committee: Hare Heihei (Non attendee. Lives in Auckland)
 Reimana Kapa
 Whakaaropai Rihari
 Himi Taituha
 Bonnie Craven
 Leo Brown (Guest of the Government)
 Keith Ashby (Deceased)
 Richard Civil
 Arthur Ashby
 Monica Ashby
 Ata Rameka

Proposed Nominations Hugh Rihari (for Pa o te Aroha), Arena Munro (for Whitiara), Keremeneta Rameka (for Te Whetu Marama), Maureen Napia (for Tauwhara)

The TKWINTŌT office is located at:

C/ O Judah Heihei
 12a Te Tii
 RD1.
 Kerikeri.
 Phone: 09 4016032

Management Policy and Practices

The integrated approach to management is an indigenous and Maori management style which incorporates wairua tānga. The Komiti intends to utilize and seek modern tools and legislation to implement suitable traditional practices and management

styles in a modern context. Modern tools and strategies will be selected by Te Komiti as we input into the planning process. Where applicable, Te Komiti will request bylaws to support management techniques bringing LORE into law (See also - Traditional historical accounts for more background information).

Whakatauki

Kaore I hangaia te kupenga hei hopu ika anake, ēngari I hangaia kia oioi te nekeneke o te tai.

"The net is not made up just to catch fish, but also to be flexible so that it may flow with the tide".

Benchmark values

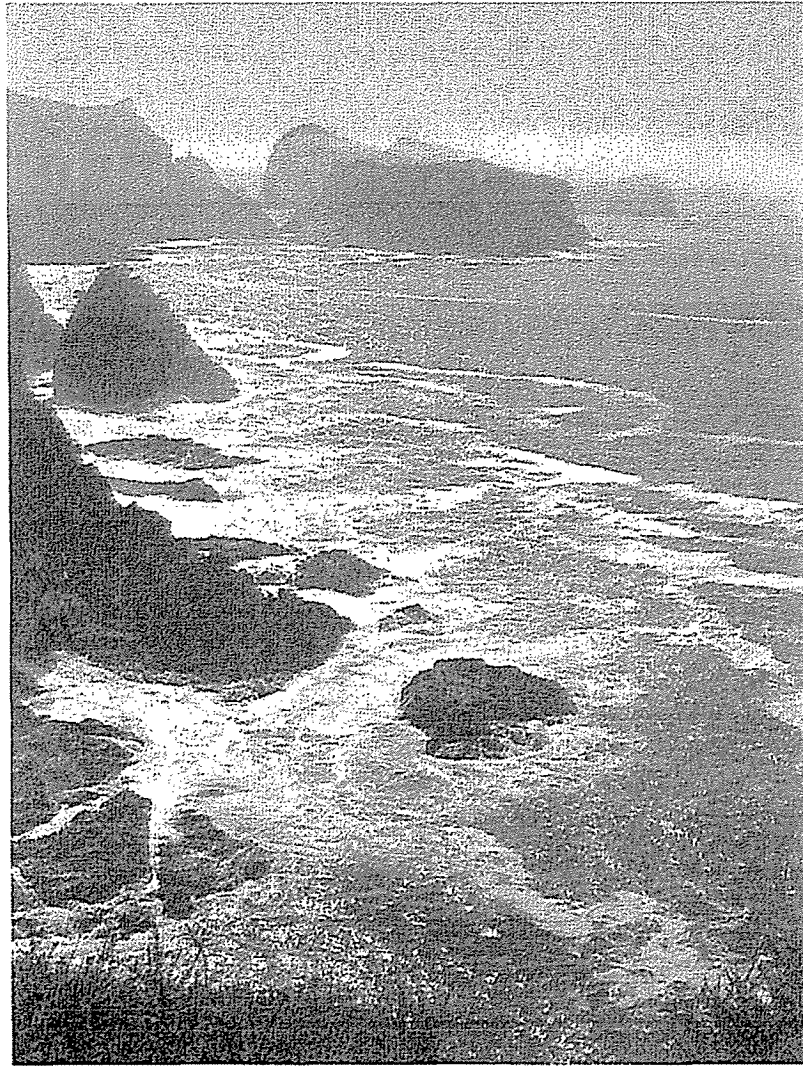
Water Quality

- Fresh water – good enough to drink
- Salt water – good enough to collect safe Kaimoana

Environmental quality

- Healthy environment (Land, sea, air etc).
- Aquatic environment healthy enough to sustain taonga species and the Mauri of the fishery

Note: A healthy environment and fishery means healthy people. To Maori communities, these two concepts are inextricably linked. The health benefits of fish in the diet, is now widely recognised by western science.



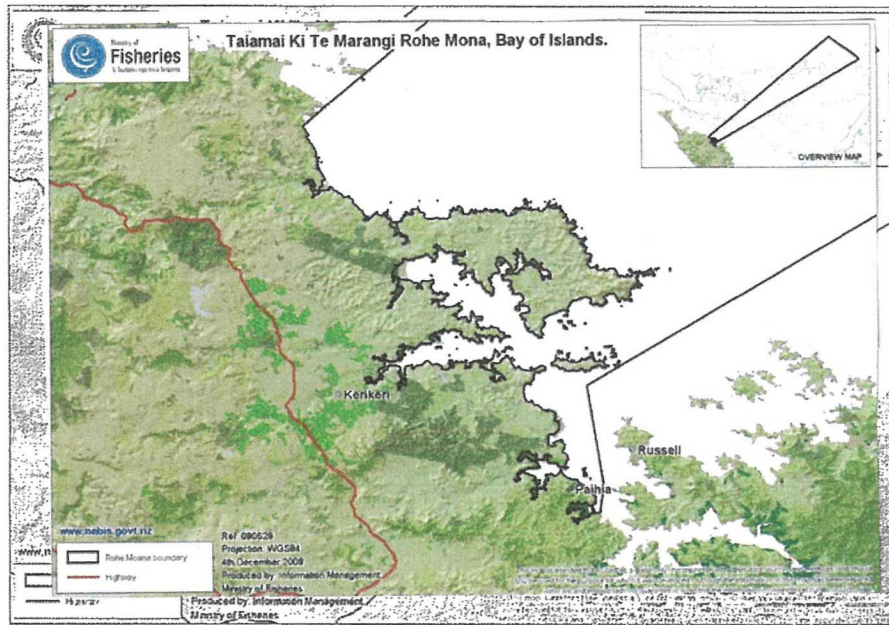
Te Rohe o te Komiti kaitiaki Whakture o Nga Taonga o Tangaroa

The traditional kainga which surrounds the gazetted rohe moana area incorporated in its northeastern arm is as follows

Poraenui, Kaihiki, Wharengaere, Te Patunui, Tangitu, Oneroa, Kaira, Motuere (Moutini) Opeti, Nga Kiriparaui, Poukoura, Purerua, Mawhai, Te Kauri, Tarawa, Kowhiti, Rangitoto, Otoa, Te Wharangi, Te Karaka, Te Haha, Toatoa, Tewhanawhana, Te Whangaroa, Waiatua, Te Mamaku, Te Pati, Karuhiruhi, Waiorewa, Te Karetu, and Te AkeAke.

1. Takou Bay	2. Torahina Bay
3. Tapuaetehi	4. Kururiki
5. Te Haumi	6. Kaihiki
7. Wharengaere	8. Purerua
9. Te Tii	10. Motou
11. Waitangi	12. Opito
13. Rangi Tane	14. Parenga Roa
15. Waipapa	16. Kororipo
17. Rarere	18. Okura
19. Hororoa	20. Taranaki
21. Houparua	22. Waireka
23. Kings Passage	24. Onewhero
25. Takitaki	26. Bramton
27.	28. Paihia
29. Te Haumi	30. Opua

Te Komiti have a rohe moana from Matauri Bay in the north, down to Pahia in the south and extending in a north easterly direction for 200 nautical miles (refer to map below).



Nga Marae me nga kainga me nga rohe moana

Our marae, our ancestral homes, are the embodiment of our tupuna and the cultural heart of our community.

Over the years they have been the places where Nga Hapu o Taiamai ki te Marangai has been nurtured and maintained and where the manaakitanga of hapu has been shown to all our guests.

They have been places where deaths have been mourned, lives celebrated and ultimately all issues facing our people discussed. In times of crisis or calamity our marae have been places of refuge and relief for all members of our community. The marae are represented on our iwi authority, Te Runanga a Iwi o Ngapuhi, via representatives on our Takiwa committee, Taiamai ki Te Marangai.

Our kainga, our ancestral villages, are the places our tupuna families lived their daily lives. Once they were numerous, hapu and whanau moved seasonally between their villages constructed close to the best gardening, birding and fishing areas. Nga marae O Taiamai kite Marangai are listed below:

• Tauwhara	• Whetu Marama
• Hiruharama	• Whitiara
• Pa mai o te aroha	• Matoa

• Parengaroa	• Oromahoe
• Waitangi	• Parawhenua
• Rawhitiroa	• Ngawha
• Kororipo	

Waahi-tapu

A waahi-tapu is a sacred place. Te Komiti will support hapu who want to exercise control over their waahi tapu. Te komiti would like to utilize current tools and legislation to prevent misconduct and desecration of these sites in accordance with their customary practice.

Tikanga / Values

Tino rangatiratanga / Mana whenua/mana moana / mana tangata

- Rights and responsibilities through whakapapa and occupation
- Respect and acknowledgement
- Tikanga

Whanaungatanga

- Rights and responsibilities through whakapapa
- Manaaki tētahi I tētahi

Kotahitanga

- Kia kotahi te mahi o te katoa, mo te katoa
- Work together for the benefit of the hapu collectively
- Work with ngā hapu o Ngapuhi to strengthen the iwi

Kaitiakitanga

- Responsibilities of the Hapu/whānau

- Nga Hapu O Taiamai ki te Marangai are the kaitiaki of the mātauranga and resources handed on by tupuna so that we may pass them to our mokopuna.
- Decisions based on research, science and Mātauranga Maori

Plan and Review Process

The effectiveness of this plan will be monitored as action points are achieved. The plan may be reviewed from time to time.

Gathering, analyzing and compiling relevant fisheries data will form part of that review. Up to date data will assist Te Komiti to make informed management decisions.

Customary Fisheries Management:

The following rules and procedures are set for the entire rohe unless separate rules are defined for individual ahi kaa areas. Rules for ahi kaa individual areas will be included in this plan. The ahi kaa regions will manage the resources with the support of Nga Puhi nui tonu. In addition to the mentioned groups in the communication strategy neighbouring Hapu will be consulted.

Management Objectives (Section TWO)

Tangata Kaitiaki Management Plan

This is the first Management Plan prepared by Te Komiti on behalf of the hapu of Taiamai.

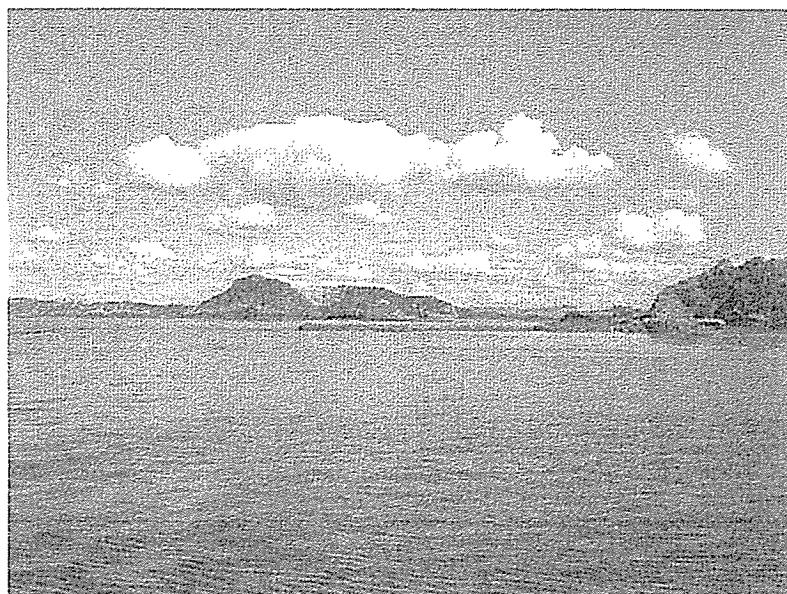
Within this section, Kaitiakitanga means the collective guardianship over nga taonga o Tangaroa I roto o te rohe o Nga Hapu o Taiamai Ki Te Marangai. See also Kaitiakitanga heading in this plan for more information regarding Kaitiakitanga. This plan is a living document. It contains; aims, purpose, objectives Issues, Policy and Methods. This is not a complete list and will be extended and reviewed with time. Where a policy does not exist on a particular issue, it should not be taken to mean that Ngā hapu o Taiamai do not have an interest in the matter. Clarification can and should be obtained from the komiti and or the relevant tangata Kaitiaki. Flexibility from the komiti allows for input from community groups and neighbors, Iwi, hapu and whānau and agreed changes will feature in future updates of the document.

Aim

To provide for the protection and scope for exercising rangatiratanga in respect of customary fisheries, consistent with tikanga Maori, while ensuring the sustainability of fisheries resources and the aquatic environment.

Purpose

- Sustainable management of the fishery and surrounding Marine Environment



Issues and Outcomes

In this section issues are discussed followed by a positive statement of action based on tikanga. In some instances there will be a discussion which places the issue in context and further describes the problems facing the komiti in their respective kaitiaki roles.

Positive statements of action will be based on tikanga. Each Hapu and ahi kaa that hold manawhenua over an area should be consulted directly over fisheries matters. Some whanau may have hereditary interests vested locally on their private land. Some whanau may have private interests with respect to the foreshore and seabed act 2004. Tikanga of the various Hapu will be included or attached as clip - on Hapu plans or kept as a silent file. Te komiti will work with the Ministry of Fisheries and council to ensure that we can utilize current rules regulations and tools to progress fisheries matters that benefit our people, our local community and therefore Aotearoa.

Hapu/ whānau/ kaitiaki and ahi kaa management attachments

Because of manawheneua and manamoana rights held by ahi kaa whānau this plan provides for those ahi kaa whānau and hapu through the inclusion of clip on Hapu attachments. These plans are designed to feed into the Komiti and then on to Nga Puhi nui tonu for support and cohesion.

Whanau/ Hapu/ kaitiaki management attachments may include but are not limited to the following information ;

- Tikanga (could be a silent file)
- Land mark Boundaries;
- local kawa
- Traditional access rights
- Historical records
- Issues being faced by ahi kaa whanau
- Objectives for managing the rohe moana

Note; Intellectual property

- Information obtained from Komiti Whakature by Government Agencies, Councils and other organisations, is the intellectual property right of Komiti Whakature collected specifically for the management of the rohe moana.
- No organisation or individual may access, use or retain the knowledge of tangata whenua without their express permission for uses other than for the planning purposes for which this document has been submitted.

Process for obtaining customary information

Should government organizations require customary information from the Komiti or Hapu members a request should be made in writing. A consultancy payment for Mātauranga Māori might be expected if there is a consultation for advice and or information.

Issues currently faced by Te Komiti

Integrated management and Water Quality

There are few practices and precedents, from either national or international sources, which can provide direct guidance for the Komiti in achieving integrated management synthesis. While within New Zealand the goal of integrated

management is often expressed, few organisations are charged with its implementation.

Water quality in the marine environment is vital to the Mauri of any fishery. Our water ways are impacted upon negatively by;

Sedimentation, Oil Spills, sewerage and other waste discharge.

All Discharges — Agriculture, horticulture, run off, industrial, sewerage, marine coastal residential developments, industrial developments can adversely affect the water quality in the gazetted rohe moana. The activity of severe concern is the sewerage leaks and spills which have occurred in the area. The komiti approves of practices that will reduce the occurrence of sewage spills.

Sewerage spills and breakages prevent the tangata whenua of Ngā Hapu o Taiamai ki te Marangai from being able to gather kaimoana. All discharges have the potential to prevent kaimoana gathering are not approved of by Te Komiti. Effluent run off from agriculture activities increases both the incidence of nitrogen and sedimentation in the harbors. Te Komiti is concerned that the resource management act and the fisheries act do not overlap in such a way, as to support kaitiakitanga, or integrated management. So we wish to be more involved.

Solution

Sewerage could be pumped into storage tanks rather than discharged accidentally as a result of heavy rainfall events. Councils need to consider ecosystem based management approach and understand that human effluent should not be piped over kaimoana beds.

Objectives

To develop an active working relationship with agencies and their processes (NRC, aquaculture process) in order to have direct input into central and local government policy affecting the rohe moana.

Encourage interagency relationships to give effect to the Komiti management objectives of this rohe moana.

To develop working relationships with the wider community.

To commission scientific research within the rohe moana conducive to a healthy aquatic ecosystem, fishery and surrounding land.

To work with rohe moana resource management units of council to affect excellent water quality for the purpose of providing kaimoana in the gazetted rohe moana.

Methods

1. Komiti Kaitiaki will engage with research institutes and science groups to identify opportunities for funded or joint opportunities for research. Specifically in the area of water quality Komiti Kaitiaki will seek employment opportunities for Kaitiaki and whanau of Nga Hapu o Taiamai kite Marangai. In the event of commissioned research, Komiti Kaitiaki should be considered a key stakeholder on any District, Regional or National Policy that affects the area of the rohe moana. Komiti Kaitiaki will establish working relationships with Northland Regional Council and Far North District Council.
2. Will build relationships with Authorities to work collectively to enable an integrated management approach for Taiamai. While Taiamai are responsible for fisheries management it cannot be excluded as all land based activities impact on river quality which flow on to the sea.

Komiti Kaitiaki will seek the assistance of rohe moana hapu and Te Runanga A Iwi o Ngapuhi on submissions to policy or resource consent applications affecting the rohe moana Komiti Kaitiaki will develop working relationships with all rohe moana resource management units and undertake regular meetings.

Research

Traditional ecological knowledge

Traditional Ecological knowledge can be defined as "A cumulative body of knowledge, practice and belief, evolving by adaptive processes and handed down through generations by cultural transmission, about living beings (including humans) with one another and their environment" (From Berks, Fikret 1998. The nature of TEK, and the Canada-wide Experience).

Issues

- Traditional ecological knowledge is not highly regarded by western science
- The role of te reo Maori is pivotal in understanding kaitiakitanga and traditional ecological knowledge
- Sustainable management of fish and kaimoana stocks could be enhanced by traditional ecological knowledge.
- Local area management. We would like to Tautoko (support) research fish and kaimoana stocks locally. Including – species surveys, condition, quantity, seasons, areas and water quality and we wish to be involved.

Objectives

- To investigate, develop and implement appropriate area management tools.

- To incorporate traditional ecological knowledge with contemporary research
- To commission scientific research within the rohe moana on the state of the fishery.
- To develop working relationships with external agencies and the wider community.
- To sustain and maintain fishery stocks in the rohe moana to be able to manaaki our manuhiri and provide kaimoana for any occasion.

Methods

- I. Komiti Kaitiaki will engage with MFish, research institutes and scientific groups to identify opportunities for funded or joint opportunities for research. Specifically fish stocks in rohe moana and water quality.
- II. Komiti Kaitiaki will engage with the Ministry of Fisheries for assistance in identifying the appropriate management tool.
- III. Komiti Kaitiaki require Ministry of Fisheries to assist the roopu through the process of applying for area management tool's.
- IV. Komiti Kaitiaki will develop a consultation strategy, which outlines the consultation process for any management tool implementation.

Authorisations

Issuing of Permits

- Get Kina only when they are fat
- Get rid of bottles for diving
- Permits are to be issued in the area defined by the Gazetted Rohe Moana.
- Kaitiaki are collectively responsible for specific areas.
- Kaitiaki may give authorisations for any area in the rohe moana provided that the Kaitiaki of specific areas of Kaimoana are notified before a permit issued.

Authorisation Reports and the reporting process

- Kaitiaki authorisations are to be lodged with the Roopu's administrator two weeks before the quarterly reports are due.
- The report shall contain the following information:
 - Number of permits issued.
 - Catch quantities.
 - Species.
 - Statement regarding health of Fisheries.
 - Area the Kaimoana was collected.
 - Name of the group organized.

Separate Rules for ahi kaa rohe will apply to.

Nga Awa o Nga Rangatira

Details of these individual Hapu plans will appear in the appendix on a regional basis. The rules of individual hapu plans will supersede the general rules in this plan.

Quota and kaitiaki permit authorizations

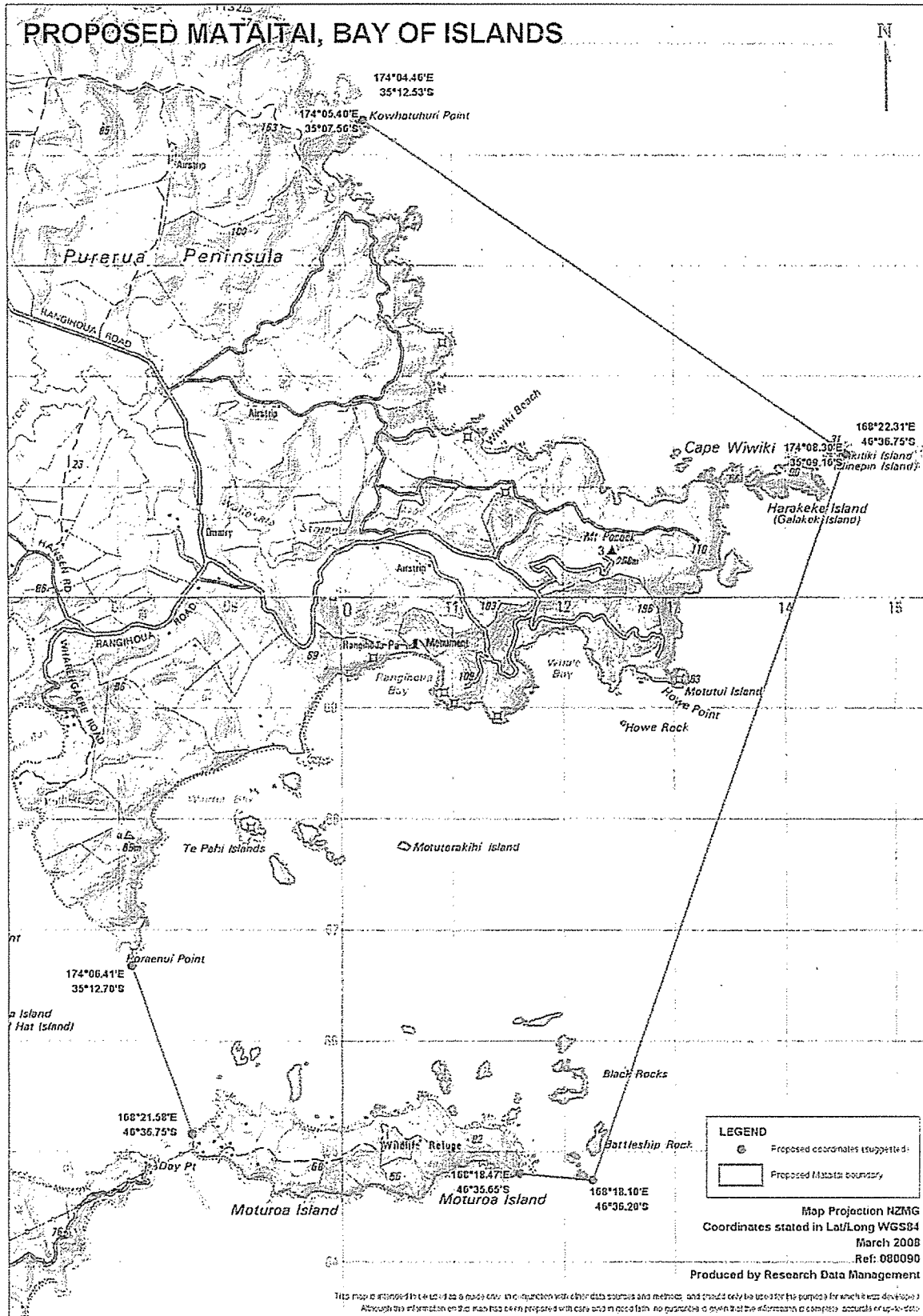
See appendix 6 Silent files for kaitiaki only.

Proposed Mahinga Mataitai Reserve

A mahinga Mataitai has been proposed. The following area will form the mātaimai if approved. If the proposal is approved then refer to the Mataitai management plan that follows.

A Mataitai management plan is expected to address the customary and recreational fishing rights of the people occupying the Taiamai ki te marangai rohemona (Tau iwi inclusive). The mātaimai reserve is expected to enhance the fishery for recreation and customary fishers alike.

Please see the proposed area on the following map.



Proposed Te Puna Matatai application

The following species have been identified as taonga within Taiamai. They form the most common customary harvest species within the inshore fishery area.

<i>Name</i>	<i>Species</i>	<i>Bylaws</i>
Tikitiki (Nine Pin)	Fish, Mussels, Kina, Crayfish, Paua, Pipi, Oysters & aquatic life	No change to recreation quota
Paraenui ki Koutu	Fish, Mussels, Kina, Crayfish, Paua, Pipi, Oysters & aquatic life	No change to recreation quota
Moturoa	Fish, Mussels, Kina, Crayfish, Paua, Pipi, Oysters & aquatic life	No change to recreation quota
Wharau (Brampton Reef)	Fish, Mussels, Kina, Crayfish, Paua, Pipi, Oysters & aquatic life	No change to recreation quota

Mātauranga Maori and Water Quality are represented in the objectives and will be applied to Mahinga Mataitai management.

Management Objectives

- Develop and implement appropriate area management tools.
- Sustainable utilization of the resource
- Establish robust management and administrative systems, plans and processes.
- Establish controls and develop policy for the sustainability of fisheries resources.

Develop the following programs /strategies:

- Communication
- Education
- Research
- Rangatahi development
- Meet all compliance and regulatory obligations.
- Seek funding and resources for administration and management.
- Develop and maintain relationships with other iwi/hapu, community groups and Crown agencies.
- Support opportunities for employment within the rohe moana.
- This Plan is to be treated as a planning document not only for fisheries purposes, but also for the purposes of the Resource Management Act 1991.

Management and Administrative Systems

The Komiti will aim to:

- Develop a strategic and annual business plan.
- Establish terms of reference and protocols set by the strategic and annual plan.
- Act as the notifying authority for appointment and cancellation of Kaitiaki.
- Draft management plans / programs / strategies.
- Set authorisation conditions.

Research Strategy

Te Komiti will build relationships with applicable agencies to enable greater management outcomes. Significant research requirements mean funding must be sourced. Te Komiti intends to investigate research partnerships with:

- Mfish customary research
- Department of Conservation
- Funding of Research Science and Technology
- Crown Research Institutes
- TRAION
- Northland Regional Council & Far North District Council
- Te Puni Kokiri
- Others

The Nature and extent of customary fishing will be identified through:

- Historical analysis
- Tikanga and kaitiakitanga.
- Oral accounts

Communication Strategy

Enablers are movers and shakers that get things done. Part of the Taiamai ki te marangai rohe moana management plan will be to communicate with these enablers. Some of the organizations we seek to interact with are listed below under relationships.

Communication Strategy

Relationships:

- **Training** – Bay of Plenty Polytechnic, Northland Polytechnic, Ministry of Fisheries (own whanau and kaitiaki training).
- **Funding** - Te Ohu Kaimoana, Option 4, NIWA, Ministry of Economic Development, Ministry for the Environment, TRAION, Department of Conservation, Ministry of Social Development, Members of Parliament, CFRT and other relevant Enablers.

- **Fisheries Management Plan** - Marae, tangata whenua, hapu/ iwi, Whanau, Ministry of Fisheries, Far North District Council, Northland Regional Council, TRAION, Consultant for DoC on GIS.
- **Resource Management** (water quality and fish stocks) – Resource Management Units, Far North District Council, Northland Regional Council, District Health Board, Iwi/hapu, NIWA.
- **Fisheries Tools and relationships-** Mataitaitai pure/s. 186a — Recreational Fishing, Yachting Club, Commercial Fishing, DoC, marae, hapu/iwi, tangata whenua, BOI coastal watchdog, Northland Regional Council, TRAION.

A Consultation Strategy needs to reflect how the groups will be approached and in what capacity we will involve them. Many of the above mentioned groups and relationships have already been initiated through the development of a Mataitai application.

Appendix 1 (customary research and Historical Accounts)

Nga Korero

Tribal rights to fishers

The tribal historical and customary rights to the waterways in the rohe kaitiaki is through whakapapa. In the relationship of the Maori to the natural resource, a system of definite individual rights were obtained. But there were also whanau, hapu and iwi rights. The Maori tribe (iwi) was the sum total of its hapu, the hapu an aggregation of whanau and hapu an association of the close relatives. Individual rights were applicable on personal property such as tools, weapons, clothing and ornaments.

Occasionally there were private use rights attached to an agricultural plot, fishing ground, or birding tree but more commonly known, rights to resources were owned by a number of people in common, such as a whanau group. The whanau group usually "owned" the dwelling house, stored food, small fishing canoes and some gardens, fishing grounds and shellfish beds in the immediate vicinity.

The hapu exercised control over the larger units meeting houses, food storage pits and pataka, the central gardens, war canoes, larger fishing or seafaring vessels, and some specific fishing grounds.

The tribal property was made up of the lands of the various hapu, the swamps and streams within them and the adjacent mudflats, rocks and reefs and open sea. The tribe as a greater social group, incorporated the rights of the lesser groups. Major fishing expeditions, journeys, trade arrangements, peace pacts and war were undertaken at tribal level. Cohesion was maintained through an intimate knowledge of blood links, the constant reference to tribal ancestors on formal occasions and regular tribal gatherings, especially to mourn the dead.

In practice each whanau was self contained and controlled. The larger group would not interfere unless the matter was of wider concern. Territory and resources were jealously and exclusively maintained unless there was a good reason to open these up to the wider community.

Boundary marks were in common to delimit both land and water areas, but more usually the knowledge of boundaries was simply passed down. The rocks, or the prominent trees, served to define both land borders and the location of fishing grounds at sea. Smaller and more specific "private properties" were often indicated by a sign or mark of some kind, named and placed by the owners are sometimes said to carry their mauri. Even from early times, Nga Hapu O Taiamai kite Marangai interest in fisheries have always been essentially a personal and social, pertaining to subsistence of families and to hospitality to visiting iwi/hapu.

Special reserves and exemptions from legislation were directed at allowing use of kaimoana for personal consumption or at Hakari, hui and tangi, both of which are the utmost importance to the hapu.

Traditional fishing areas

The location of traditional fishing areas are known by Nga Hapu o Taiamai ki te Marangai today and was much commented on by early European visitors. As with land, fishing grounds were clearly included as part of the Maori asset base and within the concept of traditional ownership rights. To the casual observer of the time the impression that Maori fisheries were site-specific was most commonly gained. Fisheries were seen to have functioned on a site-specific basis, whether use by individuals, whānau, hapu or even a whole tribe.

However, so far as the tribe was concerned, it controlled not only the site-specific grounds, but also the whole of the inland waters and seas adjacent to its tribal lands. An exception to that rule relates to specifically arranged inter-tribal rights. The Maori economy in pre-early European times seems not to have been fully examined, but there is some evidence that the use made of fish resources went beyond personal and family consumption, and the provision of food at hui, and included a species of trading in form of gift or exchange.

Traditional fisheries therefore provided not only food for the owners of the fishing grounds, but access to other things that they lacked. Moreover, many resources show that a trading economy readily developed alongside the primarily subsistence pattern of life after the European contact. A large trading dimension of Maori fishing continued for a number of years after 1840. *Note: May need additions in regard to commercial (kaimoana regs).*

Today hapu like NgatiRehia NgatiTorehina and NgatiRahiri still depend heavily on fish for primary food source. The traditional fishery is thus a blend of a search for food, social activity and cultural expression. The distinction customarily drawn by non-Maori between commercial and recreational fishing is inappropriate in this context. Maori fishing has its elements of both and more.

These areas surround traditional mahinga kaimoana including spawning and fishing grounds. The kainga of Wharenagere and Te Tii have Ahikaroa (continuous occupation) on behalf of all beneficiaries for at least six generations. Matao has only begun to be resettled in 1989 and further papakainga for Kaihiki and others.

Historical Accounts

We are constantly reminded that the fish life of today is not an indicator at all of what it once was. The decline is obvious, but what is not apparent is the extent of the former bounty.

In "Narrative of voyage to New Zealand (Entry of the 29 December 1814) L. Nicholas reported seeing Maori in the Bay of Islands hauling ashore an immense net containing snapper and other fish, which they readily agreed to exchange for a few nails. He noted that the people were very industrious in attending to their fisheries which were numerous and well supplied. Their rights with limits to areas were marked out by stakes driven into the water. Several rows of stakes were in evidence, with the markings to the different tribes. Trespass into areas belonging to others was resented and instantly attracted retribution.

Mr Savage, who was a visitor to the Bay of Islands in 1806, described the excellent quality of the construction of Maori nets, lines hooks and lures. The nets and lines were made of flax which he noted were of great strength and durability. He described their quality as being:

"so excellent that it is desirable to obtain some of them for the purpose of taking bonitas (marine tuna) albacore (marine tuna) or dolpin (dolpinfishmarine pelagic) on the passage to Europe. The natives will receive fish-hooks in exchange for them (Savage 1807:64)

Recollections

Nga mihi ki nga korero o roto tēnei wahanga ki nga korero a nga kaumatua kuia ko haere ki tua o te ārai, me ki, ki nga kaumātua, kuia, nga kanohi ora, tena koutou katoa.

In this section, it will show the importance of fisheries to Nga Hapu O Tamamai ki te Marangai and the effect of pollution, depletion and inadequate management of the resource by reference to the recollections of kuia and kaumatua who can relate back to earlier times. These recollections are a repetitive account about the depletion and destruction of fishing resources. Time and time again their statements refer to the once plentiful seafood resources all around Te Puna inlet which can no longer be caught or gathered. Pollution and over-fishing were held responsible for the loss. Agricultural runs offs contaminated and depleted traditional beds and fishing grounds. Decades of over fishing with no concern for the renewal of the resources has meant some species of kaiika and kaimaona that "graced the table" of marae and home all but vanished. It will become obvious that poor conservation management through government legislation policies and practices is of major concerns to all hapu. (report written in 1987).

Note: May need amendments because Te Puna inlet has replenished since this statement above was written.

The following are interviews with Kaumatua and Kuia of Ngati Rehia and Ngati Rorehina in 1994 as the foundation of an application for Taiapure in the Te Puna Inlet. (Name for Komiti of Taiapure required for plan).

Accounts by Tu and Marl Kemp (Kaumatua and Kuia)

"In 1948, we used to prepare rona. We used to shell heaps of purewha for preserving. First they were cooked and then placed into containers made out of flax. It was made in such a way that it was sealed tight. Then they were placed in running water for about a week. This caused the kai inside to expand then they were hung to dry. This in turn tightens the food. It could then be left for up to one year. Paua was done the same way. Purewha was also preserved or sown with a thread of flax then smoked or could be steamed.

In 1950, Uwhatakao was the place where patiki nets were knotted at each end and then lifted onto a boat. It was always full day or night. Herrings used to be the size of kahawai today. Kokota took over where huwai used to be. Pupu and karahu, you have to hunt for them these days. I think this was caused by the influx of the pacific oysters, and when the Lands and Survey broke the new land around the bays. They worked 24 hours a day, and when it rained, it caused erosion and silting in the Inlet, that is, the first cut from the land".

Accounts by Piriwiritua Heihei

"In 1939, I used to fish with a handline off Te Tii Wharf or row no more than 50 yards and in an hour will have caught at least 5 to 12 fifteen pound snapper, kahawai or gurnard for breakfast.

My Dad and I used to go out about twice a week, each time we came back we would have enough fish to feed seven families for two days.

All species of fish were plentiful then. We used to go out for no more than half an hour and would have speared a kit full of flounders. Today, you will be lucky to catch the same in a net on one tide.

Three to four people generally went hand-lining for a fun day outing and for the enjoyment of catching fish. Nowadays snapper is very small. You'd be lucky to feed one family in two hours. To catch a five pound snapper today is "a good catch".

Netting started in the late 1930s. My Dad and I used to leave about 6pm to set our net which was 25 feet in length and go back early the next morning and the net would be full with all kinds of fish, same with herring. When mullet or kahawai is running the net would normally sink. Also in the mid to late 1930's long lines of 25 hooks were used.

Early 1940's, commercial fishing started the (big kill). Long-lines of 2000 hooks and drag netting of 600 yard nets with their method of dragging, was introduced. It took three settings to cover the whole Inlet from Tareha Point to Te Tii. Unwanted shark, parore, kahawai and other species of fish was discarded overboard by the commercial fishermen, or left on beaches to rot. Nets were also set from Tareha

Point to Kaihiki, Motuone towards Kauri, Dead Whale Reef towards Toatoa. It was taking up to 23 weeks after each session for fish to replenish.

Our method of catching eels were always by hand manly up Whatakao creek. It normally took us 10-15 minutes to catch 45 huge monster sized eels. Other places we used to get eels was Pitau, Toatoa and Purerua. Today eels are very small.

In the late 1930's to early 1940's the whanau owned a boat called "Tokerau", which was mainly used to transport oyster pickers to various bays in the inlet, who were employed by the Marine Department. The Marine Department employed about 15 people from Te Tii. Each person had a quota of 12 sacks a week of rock oysters. After five years it went up to 18 super sacks per week. Today, you would be hard pressed to fill a super sack with rock oysters.

Kokota, huwai, karahu and pupu were plentiful. These could be found from Whatakao to Patunui Bay, Wharenagere and Kahiki. Today these shellfish are virtually wiped out, especially from Whatakao to Mumuhu where we used to collect Huwai the size of golf balls now it's the size of marbles.

By the late 1940's to early 1950's there were extensive top dressing which helped pollute the shellfish beds, that is, agricultural run off from farms, also pollution from marinas and with modern boats it makes easier access to seafood".

Accounts by Hima Heihei

"In the late 1950's, my father and I rowed by boat to AkeAke sandbar to fish with hand. lines. We were pulling up snapper two at a time and they were all good size. Today, you'd be throwing them back into the sea because they will be undersized. Gurnard were also plentiful then, now they are just about all gone.

The last time I saw kingfish close to Te Tii was around late 1970's. John Dory was also plentiful then, now they just are about all gone. I doubt if you will see or catch them this side of Motuone.

In the late 1980's my brother Teri and I went spearing one night around 9pm and back by midnight. We would have caught about six dozen flounders. Christmas 1991 I went out floundering and speared only one good size flounder and four fairly small ones.

In the 1970's three of us went spearing all night (that is two tides) and we came back with 12 dozen flounders.

Sharks used to plentiful too, but today there are virtually none".

Accounts by Hama (Summer) and Atarangi Rihari (Kaumatua and Kuia)

"In 1937 there was an abundance of all different species of fish. It was possible to catch large snapper from Kaihiki Wharf. We did not eat any other species of fish except snapper because it was preferred and of such abundance. We use to gather big round pipis (huwai) anywhere in Poukoura Inlet and purewha was also everywhere.

There was also an abundance of flounder in our area. Today very few are caught. It is through the modern methods used by commercial fishermen that this depletion has come about.

In the 1960's vast pipi beds died off and in its place kokota (flat pipi) grew. There were also oysters which seemed to have died in vast amounts. The depletion of the oysters and huwai did not result from over consumption. I suspect some sort of poisoning.

Today, when I am digging in the sand for pipi, all I find are worms which are about 6 inches in length.

REQUEST AN ACCOUNT BY RICHARD CIVIL AND MONICA ASHBY

TE AWA O NGA RANGATIRA

Input into Rohe Moana Management Plan 2008

1. Introduction

Te Komiti Whakature I nga Taonga o Tangaroa is a collective of kaitiaki appointed to manage customary fishing on behalf of Nga Hapu o Taiamai ki te Marangai.

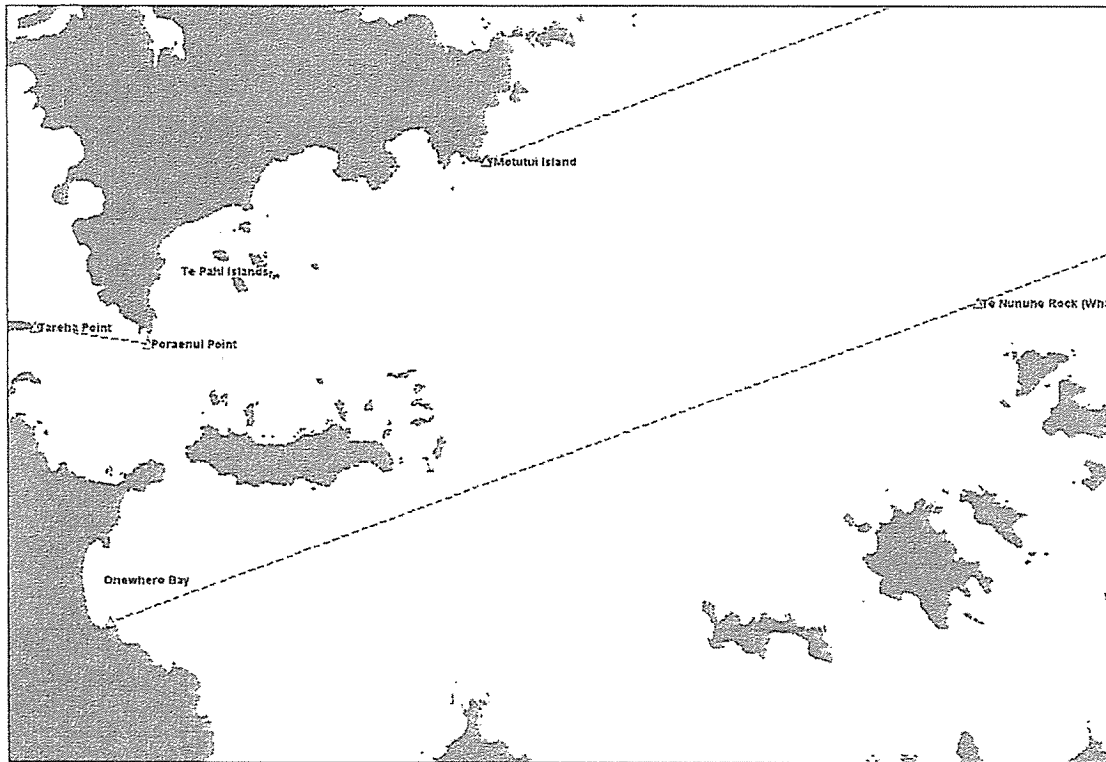
This management plan has been developed as a section of Te Komiti Whakature I nga Taonga o Tangaroa Management Plan and will be followed when fishing within the rohe of Te Awa O Nga Rangatira.

Te Awa Nga Rangatira is inclusive of nga whānau and hapu o Taiamai. There are five marae throughout the rohe. They are, Parawhenua, Rawhitiroa, Ngati Rangī, Ngati Kawa and Tauwhara.

Te Awa Nga Rangatira acknowledges Te Hikutu, Ngati Tautahi, Ngati Rehia, Ngati Whakaeke, Ngati Torehina, Ngati Hineira, Te Uri Taniwha, Ngai Tawake ki te taku tai moana, Ngati Kura, Te Whiu Ngare Hauata and Ngati Hauata as whanaunga and their tātai to the rohe.

A map describing the rohe of Te Awa O Nga Rangatira is on the following page.

2. The Rohe Moana



3. Brief Historical Background

Nga whānau and hapu have traditionally fished 'the river' for generations and supplied our inland whanaunga with kaimoana. One of the first fishing permits ever issued was in 1926.

Oral histories record many events and traditional activities undertaken by our whānau and hapu. This is important history and whakapapa that will form the essence and management objectives for the rohe moana. It will not be recorded here. Instead, this information will be held in a silent file by nga kaitiaki on behalf of nga whānau and hapu.

4. Kaitiaki & Permits

Customary fishing permits for fishing within Te Awa Nga Rangatira rohe can be obtained from the following kaitiaki.

Richard Civil
 RD 1 Rangitane Road
 Kerikeri
 Phone: 09 407 6303
 Email: richc@ihug.co.nz

Arthur & Monica Ashby
133 Wharau Rd, Kerikeri
Phone: 021125886

5. Fishing & Diving Methods

The use of dive bottles will be determined by the kaitiaki on the day the permit is issued. Weather conditions and type of kaimoana targeted will be considered when allowing the use of bottles.

If bottles are authorised for use, it must be clearly detailed on the customary permit.

6. Checking the catch:

Anyone fishing with a permit, must land their catch within Te Awa Nga Rangatira Rohe only. Arrangements to verify the catch must be made with the kaitiaki on the day the permit is issued.

7. Illegal Fishing:

Kaitiaki will not issue permits after fishing has been done. There are no exceptions. Permits must be obtained before any fishing or diving takes place.

8. REPORTING

See silent file attachment of Kaitikai permit issuing information.

9. Management Plan Review

This management plan will be reviewed annually from the time it becomes endorsed

AN ACCOUNT BY REMARIE KAPA

AND

TE HURANGA HEIHEI

Arthur

Allan

ANY OTHERS WHO HAVE KORERO TO SHARE WITH US

In fact we are visiting the past, even today, survives in the memories of our elders, a mass of detailed data on fishing beliefs and methods. Tradition lives on.

Note there will be opportunities to add to this plan when it is reviewed.

Appendix 2

Te Tiriti o Waitangi

The Komiti was established to manage its fishery as a result of the fisheries settlement between the Crown and Maori. Te Tiriti o Waitangi initiated this settlement which formally acknowledge the rights of Tangata Whenua and their right to manage their taonga.

Te Komiti Whakature, through the gazetting of its rohe moana and appointment of its tangata kaitiaki have not only taken up its Treaty rights via the Kaimoana Customary Fisheries Regulations but will also establish management documents, such as this, by which it will define its roles, functions and management objectives

Te Tiriti is recognised through international law, while the Treaty is recognised domestically.

Principles of Te Tiriti O Waitangi

The principles of the Treaty, as expressed by the Crown, from a legal standpoint and the Waitangi Tribunal to a degree, have become much more important than the terms. The principles are considered to be those underlying mutual obligations and responsibilities, which the Treaty places on the participants. The principles reflect the intention of the Treaty as a whole and include, but are not confined to the expressed terms of the Treaty.

The principle of partnership:

The principle of partnership is well established in jurisprudence. The concept of partnership is used to describe the relationship between the Crown and tangata whenua. Within the use of this concept as an analogy lie the responsibilities of each party to act reasonably, honourably and in good faith. Both parties have identified fiduciary duties as an aspect of partnership.

The principle of reciprocity:

Derived from Articles 1 and 2 of the Treaty and encapsulates the essential exchange agreed to in the Treaty i.e. English sovereign power and common law for rights of

British citizens and sole right of Crown to purchase land. Underlying these articles is the notion wherein the partners to the treaty have equal status.

The principle of mutual benefit

Underlying premise is that both partners signed the Treaty expecting to benefit. 'The basic concept of the Treaty was such that a place could be made for two peoples of vastly different cultures, of mutual advantage, and where the rights, values and needs of neither would necessarily be subsumed'. See decision on rights to deep-sea fisheries, not exclusive; "it was envisaged at the outset that the resources of the sea would be shared".

The principle of active protection

Central Treaty principle. Crown position based on Article 2 property rights. Tribunal decisions include stated aims of Crown in Article 3 and the Preamble. Lands case; the duty of the crown is not merely passive but extends to active protection of Maori people in the use of their lands and waters to the fullest extent possible. Broadcast Case; The Crown has a fiduciary duty to protect the property of its citizens, i.e. Treaty partner, ensuring that Maori benefit equitably from new technologies through ownership and management of the resource, not just as consumers. Broadcasting Assets (1994) Court of Appeal, 'Thus protection of the Maori language, an essential element of Maori culture was and is a fundamental commitment on the part of the Crown'. 1992 Fisheries Settlement Report, Tribunal 'The Crown is obliged to actively protect the Maori fishing interest...Accordingly, the abrogation of the Treaty interest, and the implicit responsibility of the Crown that goes with it, is a contradiction of the Treaty's terms.'

The duty to act reasonably, honorably and in good faith

Tribunal, Orakei Report (1987), 'the compact rests on the premise that each partner will act reasonably and in good faith towards the other'. Both parties bound to recognize the interests of the other partner. Responsibility required the Treaty partners to take seek arrangements which acknowledge the wider public interests of the Crown (to ensure proper management and control).

The duty to make informed decisions

Courts have determined that it is inherent in the Crown's obligations to act in good faith that it is obliged to make informed decisions on matters affecting the interests of Maori. Requires the Crown to consult with tangata whenua in some circumstances. Onus is on the Crown to make fully informed decisions that is a decision that is sufficiently informed as to the relevant facts and law to be able to say it had proper regard to the Treaty.

The principle of redress

Court of Appeal has acknowledged that it is a principle of partnerships generally and of the Treaty relationship in particular that past wrongs give rise to the right of redress. Corollary is the fiduciary care principle. However Justice Somers stated in

the Lands Case (1987), 'the right of redress... is not justiciable in the Court but the claim to it may be submitted to the Tribunal. President Cooke, 'It was recognized in this Court (in the Lands Case) that Treaty principles extend to requiring active and positive steps to redress past breaches.

Waitangi Tribunal accepts that the Crown has 'an obligation arising from its duty to act as reasonably and in good faith as a Treaty partner'. Chief Judge Durie, Waiheke Island Report commented that the Crown should not resile from opportunities to remedy breaches of the Treaty.

The allocation of any settlement should be directed towards restoring the resource base of affected Maori groups is a consistent theme of the Tribunal.

Assuming that problems and difficulties with Forum activity and management are based on a divergence between the Crowns proposed forum purpose and implementation and the uses to which tangata whenua of each region see the usefulness of forum participation for themselves.

One of the main differences in interpretation of the forum purpose may well be that Tangata whenua are values based in their approach to business and the Ministry of Fisheries are often objective based in their approach to fisheries management and engagement. In that sense Maori look to a personal touch, based on whakapapa me nga herenga tupuna to the business at hand i.e. the facilitation of engagement and interaction is best advocated by those persons that tangata whenua are able to place in the spectrum of their world.

Tangata whenua place a high value on the tikanga me nga kawa o nga tupuna that have already been laid down with the expectation that those tohutohu will be acknowledged, will be a part of all considerations and adhered to wherever possible. The best development of forums from the tangata whenua perspective will be based on those practices consistent with tikanga. Iwi/hapu will also have reservation about the type of activities and outputs that MFISH may seek from tangata whenua via the forum structure

Important fundamentals or essential principles for operation and interaction from a tangata whenua perspective:

Principles of TE Tiriti O Waitangi (Excerpts from a paper from Kiri Potaka Dewes of the Tuna Forum Working Party)

- **Tino rangatiratanga** "the right of iwi to self govern"
- **Te tuwhera, te tika me te pono** "openness, honesty and good faith"
- **Retention of Mana Rangatira** will not lose or have their mana reduced by engaging in Forum activity
- **Kanohi ki te kanohi** Engagement should be face to face, in person, first hand etc.

- **Rangatira ki te rangatira.** Engagement should be at a level appropriate to office
- **Mana Motuhake.** Iwi have the right to organise their affairs.

Appendix 3

Mfish Obligations

Taiamai desires to develop a working relationship with MFish in order to give effect to MFish obligations. We see some of the MFish obligations as follows:

- To provide advice and support to Tangata Kaitiaki in carrying out their duties pursuant to the Fisheries (Kaimoana Customary Fishing) Regulations 1996.
- To assist with the development and implementation of mataitai, taiapure and other management measures.
- To develop and implement educational programs relating to customary fishing.
- To raise levels of voluntary compliance with fisheries laws through education and liaison.
- To manage the development, implementation and training of Honorary Fishing Officers and kaitiaki networks within the rohe moana; and
- To provide support and supporting structures for Tangata Kaitiaki.

Appendix 4. Mahinga Mataitai Management plan

If the Te Puna Mataitai application is brought to fruition Te Komiti will work with MFish and others to develop a Matatai management plan to assist in the management of the area. A mātaimai would be expected to improve both the recreational and customary fishing sectors and be inclusive of Tau iwi. See also the proposed mātaimai heading and management plan objectives also included in this plan.

Appendix 5 Quota and kaitiaki permit authorizations

Depending on the size of the tangi this table may be subject to change

The agreed quota for distribution of permit authorizations, are the following:

SPECIES	SIZE	QUANTITY
Kutai	No set size	2 x 40 kg bin
Pipi	No set size	1 x 40 kg bin
Paua	70 mm (minimum size)	50

Crayfish	No permits	-
Oysters	No set size	3 x 40 kg bins
Scallops	No permits	-
Wet-fish	No set size	2 x 40 kg bins

Appendix 6

Silent file for Kaitiaki of Te Awa Nga Rangatira

1. Permits for Hui

Customary permits will be issued for the following hui.

- Birthday's
- Socials
- Tangi
- Unveilings
- Weddings
- Wananga
- Whakawhanaungatanga hui

2. Kaimoana Quota & Rules

Species	Size	Quantity
Kutai	No limit	<p>Maximum: 3 x 40kg bins</p> <p>* Note: Mussels are extremely abundant throughout Taiamai. Fish bin measurements will be utilised due to abundance. Stock will be monitored and rules amended accordingly. The quantity will be determined depending on the number of people attending the hui.</p>
Pipi (round)	Nil	<p>Nil</p> <p>* Note: No take from this rohe as Pipi beds have become depleted and need time to regenerate</p> <p>Beds will be monitored and rules amended when</p>

		stocks regenerate
Paua	Minimum: 100mm	Maximum: 15 only Note: To be collected for very special occasions only
Kina	No limit	Maximum: 4 x 40kg bins
Oysters	No limit	Maximum: 2 x 40kg bins Note: Hybrid oysters are abundant
Crayfish	Nil	Nil
Scallops	Nil	Nil
Flounder	Same as recreational	Maximum: 1 x 20kg bin
Kahawai	No limit	Maximum: 1 x 40kg bin
Mullet	Nil	Nil Note: Mullet stocks in our opinion are lower than usual. In this regard, mullet can only be taken recreationally.
Snapper	Minimum: 27cm (same as recreational size)	Maximum: 1 x 40kg bin
John Dory	Nil	Nil
Parore	No Limit	No Limit
Piper	Nil	Nil *Note: Environmental effects have negatively impacted this fishery. Sea grass has been destroyed. Restoration must occur prior to this

		fishery being taken again
General Wetfish	To be fished according to the Recreational Fishing Rules	

Note follow up items

Action points for Meeting

1. Get a list of historic places (Hugh Rihari / Alan Munroe)
2. Get the contact details of people that would like to work on the plan (done).
3. Get photos (digital)
4. Rules for ahi kaa individual areas can be found in clip on attachments this plan.
5. Get Maori commercial perspective
6. Get recognized by Iwi Authority
7. Develop a succession plan
8. Take a photo of Te Komiti

**Appendix C Ngā Hapū o Taiamai Ki Te Marangi rohe moana
gazette notice**

Fisheries (Kaimoana Customary Fishing) Regulations 1998

Fisheries (Kaimoana Customary Fishing) Notice (No. 10) 2002 (No. F237)

Pursuant to Regulation 9 (2) of the Fisheries (Kaimoana Customary Fishing) Regulations 1998, a Senior Fisheries Management Advisor, Ministry of Fisheries (acting pursuant to delegated authority in accordance with section 41 of the State Sector Act 1988), hereby gives the following notice.

Notice

1. Title and commencement—(1) This notice may be cited as the Fisheries (Kaimoana Customary Fishing) Notice (No. 10) 2002.

(2) This notice shall come into effect the day after the date of its notification in the *New Zealand Gazette*.

2. Interpretation—In this notice:

- (a) The terms “Mahinga Kai-moana” and “Kaimoana” are local dialect words that have the same meaning as “Customary food gathering” and “Fisheries resources” respectively, as defined in the Fisheries (Kaimoana Customary Fishing) Regulations 1998;
- (b) Any reference to “Komiti Kaitiaki Whakature i nga taonga o Tangaroa” means the person or persons appointed under Regulation 9 of the Fisheries (Kaimoana Customary Fishing) Regulations 1998 as Tangata Kaitiaki/Tiaki for a general customary food gathering area/rohe moana and confirmed in clause 4 of this notice; and
- (c) Any reference to “area/rohe moana” means all that area of waters enclosed by a line commencing at the mean high-water mark at a point 35° 03.80' S and 173° 55.70' E on the northern shore of Takou Bay, and then proceeding along a straight line in a north-easterly direction to a point 32° 36.00' S and 176° 54.00' E on the outer limit of the exclusive economic zone and then proceeding generally in a south-easterly direction along the outer limit of the exclusive economic zone to a point 33° 09.00' S and 177° 39.00' E and then proceeding in a straight line in south-westerly direction to a point 35° 13.34' S and 174° 05.73' E and then proceeding in a southerly direction to a point 35° 16.88' S and 174° 06.31' E and then proceeding in a southerly direction to a point 35° 17.86' S and 174° 06.19' E on the southern headland of the entrance to the Haumi River and then along the mean high-water mark to the point of commencement.

3. Nomination of Komiti Kaitiaki Whakature i nga taonga o Tangaroa—Nga Hapu o Taiaimai Ki Te Marangi including the hapu of Ngati Rehia, Ngati Whakaeke, Ngati Torehina, Ngati Tautahi, Ngati Hineira, Te Uri Taniwha, Ngai Tewake, Ngati Rangi, Ngati Kawa, Ngati Kura, Te Hikutu, Te Whiu and Ngare Hauata, being the tangata whenua holding manawhenua manamoana over the area/rohe moana, have made the following nominations for Komiti Kaitiaki Whakature i nga taonga o Tangaroa within the area/rohe moana:

Aro Rihari, Richard Civil, Te Hurihanga Judah Heihei, Arthur Ashby, Hare Heihei, Keith Ashby, Bonny Craven, Remarie Kapa, Jim Taituha, Waata Rameka,

Adelaide Rameka, Leo Brown, Nou Epiha and Temepara Epiha.

4. Appointment of Komiti Kaitiaki Whakature i nga taonga o Tangaroa—The Associate Minister of Fisheries (acting pursuant to delegated authority) hereby confirms the appointment of:

Aro Rihari, Richard Civil, Te Hurihanga Judah Heihei, Arthur Ashby, Hare Heihei, Keith Ashby, Bonny Craven, Remarie Kapa, Jim Taituha, Waata Rameka, Adelaide Rameka, Leo Brown, Nou Epiha and Temepara Epiha

for managing Mahinga Kai-moana within the area/rohe moana.

The appointments will commence the day after this notice is published.

5. Power to authorise taking of Kaimoana for Mahinga Kai-moana—The Komiti Kaitiaki Whakature i nga taonga o Tangaroa may authorise any individual to take Kaimoana managed under the Fisheries Acts 1983 and 1996, other than those Kaimoana that are taken in fresh water, for Mahinga Kai-moana purposes from within the whole or any part of the area/rohe moana. No Mahinga Kai-moana of Kaimoana may take place in the area/rohe moana without authorisation from the Komiti Kaitiaki Whakature i nga taonga o Tangaroa.

Dated at Auckland on this 13th day of December 2002.

JOHN TAUNTON-CLARK, Senior Fisheries Management Advisor, Ministry of Fisheries.

go8444

Health

New Zealand Public Health and Disability Act 2000

Appointment of a Member to Southland District Health Board

Pursuant to section 29 (3) of the New Zealand Public Health and Disability Act 2000, I appoint

Leonard Errol Millar

as a board member of the Southland District Health Board (SDHB).

The appointment will take effect on the date this notice is published in the *New Zealand Gazette* and will end on 9 December 2004.

Leonard Errol Millar's appointment is to replace a deceased elected member of the SDHB.

Dated at Wellington this 17th day of December 2002.

ANNETTE KING, Minister of Health.

go8454

Appendix D Ngāti Kuta/ Patukeha rohe moana gazette notice

- OIE Terrestrial Animal Health Code (available on the OIE website free of charge
www.oie.int/international-standard-setting/terrestrial-manual/access-online)
- Marine Orders – Part 43: Cargo and Cargo Handling – Livestock, Issue 6 (Order No. 13 of 2006) (available at the Australian Government ComLaw website free of charge
www.comlaw.gov.au)
- OIE Manual of Diagnostic Tests for Aquatic Animals (available on the OIE website free of charge
www.oie.int/international-standard-setting/aquatic-manual/access-online)
- OIE Aquatic Animal Health Code (available on the OIE website free of charge
www.oie.int/international-standard-setting/aquatic-code/access-online)

The following address is:

- where comments on this proposal to incorporate material by reference are to be sent; and
- where the material incorporated can be viewed free of charge:

Ministry for Primary Industries
Animal Imports Team
PO Box 2526
Wellington 6140
animalimports@mpi.govt.nz

Any written comment must be received by the Ministry for Primary Industries no later than 10 working days after the date of notification in the *New Zealand Gazette*.

Consultation on this proposal to incorporate material by reference is in addition to the usual process of consultation on draft import health standards under sections 22–24D of the Act.

Dated at Wellington this 17th day of December 2012.

MATTHEW STONE, Director Animals and Animal Products (acting under delegated authority), Ministry for Primary Industries.

go8456

Fisheries (Kaimoana Customary Fishing) Regulations 1998

Fisheries (Kaimoana Customary Fishing) Notice (No. 11) 2012 (Notice No. MPI 112)

Pursuant to Regulation 9 of the Fisheries (Kaimoana Customary Fishing) Regulations 1998, the Director Māori Partnership Implementation at the Ministry for Primary Industries (acting pursuant to a delegated authority in accordance with section 41 of the State Sector Act 1988) gives the following notice.

Notice

1. Title and commencement—(1) This notice may be cited as the Fisheries (Kaimoana Customary Fishing) Notice (No. 11) 2012.

(2) This notice shall come into effect on **21 December 2012**.

2. Interpretation—(1) In this notice, “area/rohe moana” means the area described in clause 6(1).

(2) Terms used in this notice have the same meaning as in the Fisheries (Kaimoana Customary Fishing) Regulations 1998.

3. Nomination of Tangata Kaitiaki/Tiaki—The Kororaraeka Marae Society, as endorsed by Ngāti Kuta-Patukeha, has nominated Diane Tito-Salive and Lorraine

Young as Tangata Kaitiaki/Tiaki for managing customary food-gathering within the area/rohe moana described in clause 4(1).

4. Appointment of Tangata Kaitiaki/Tiaki—(1) On 6 December 2012, the Minister for Primary Industries appointed, under Regulation 9(1) of the Fisheries (Kaimoana Customary Fishing) Regulations 1998, Diane Tito-Salive and Lorraine Young as Tangata Kaitiaki/Tiaki for managing customary food-gathering within the area/rohe moana enclosed by a line:

- commencing at a point on the mean high water mark (MHW) on the southern side of the Haumi River mouth (at 35°17.86'S and 174°06.19'E); then
- proceeding in a northerly direction to a point offshore (at 35°16.88'S and 174°06.31'E); then
- proceeding in a northerly direction to a point offshore (at 35°13.34'S and 174°05.73'E); then
- proceeding in a north-easterly direction to a point on the boundary of the exclusive economic zone (EEZ) (at 33°09.00'S and 177°39.00'E); then
- proceeding in a generally south-easterly direction along the boundary of the EEZ until its intersection with the line of latitude 35°16.87'S; then
- proceeding due west for 200 nautical miles to a point on the MHW at Taupiri Bay (at 35°16.87'S and 174°17.66'E); then
- proceeding along the MHW of the Bay of Islands to the point of commencement.

(2) The geographical coordinates used in paragraph 4(1)(a)–(g) are stated in terms of the WGS84 datum.

5. Confirmation of tangata whenua—Kororareka, along with Ngāti Hine, Ngāti Kaua, Ngāti Kuta, Ngāti Manu, Ngāti Rahiri, Ngāti Rehia, Ngāti Torehina, Patukeha, Te Kapotai and Te Uri Karaka, is confirmed as the tangata whenua of the area/rohe moana to which the appointment of the Tangata Kaitiaki/Tiaki relates.

6. Power to authorise the taking of fisheries resources for customary food-gathering—Tangata Kaitiaki/Tiaki appointed for the area/rohe moana may authorise any individual to take fisheries resources, managed under the Fisheries Act 1996, for customary food-gathering purposes from within the whole or any part of the area/rohe moana. No customary food-gathering of fisheries resources may take place in the area/rohe moana without an authorisation from a Tangata Kaitiaki/Tiaki.

Dated at Wellington this 17th day of December 2012.

KELLY DUNN, Director Māori Partnership Implementation, Ministry for Primary Industries.

go8417

Fisheries (Kaimoana Customary Fishing) Notice (No. 12) 2012 (Notice No. MPI 113)

Pursuant to Regulation 10 of the Fisheries (Kaimoana Customary Fishing) Regulations 1998, the Director Māori Partnership Implementation at the Ministry for Primary Industries (acting pursuant to a delegated authority in accordance with section 41 of the State Sector Act 1988) gives the following notice.

Notice

1. Title and commencement—(1) This notice may be cited as the Fisheries (Kaimoana Customary Fishing) Notice (No.12) 2012.

(2) This notice shall come into effect on **21 December 2012**.

2. Interpretation—(1) In this notice, “area/rohe moana” means the area described in clause 5(1).

(2) Terms used in this notice have the same meaning as in the Fisheries (Kaimoana Customary Fishing) Regulations 1998 except for “Tangata Kaitiaki” which are local dialect words that have the same meaning as “Tangata Kaitiaki/Tiaki”.

3. Cancellation of appointment—On 6 December 2012, the Minister for Primary Industries cancelled, under Regulation 10(1) of the Fisheries (Kaimoana Customary Fishing) Regulations 1998, the appointment of the late Te Hurihanga Judah Heihei as a Tangata Kaitiaki for managing customary food-gathering within the area/rohe moana.

4. Nomination of Tangata Kaitiaki—Hiruharama Hou Marae, with the support of Te Komiti Kaitiaki Whakature i Ngā Taonga o Tangaroa acting for Ngā Hapū o Taiamai ki Te Marangi, has nominated Whakaiti Beau Heihei as a replacement Tangata Kaitiaki for managing customary food-gathering within the area/rohe moana described in clause 5(1).

5. Appointment of Tangata Kaitiaki—(1) On 6 December 2012, the Minister for Primary Industries appointed, under Regulation 10(2) of the Fisheries (Kaimoana Customary Fishing) Regulations 1998, Whakaiti Beau Heihei as a replacement Tangata Kaitiaki for managing customary food-gathering within the area/rohe moana enclosed by a line:

- (a) commencing at the mean high-water mark (MHW) on the northern shore of Takou Bay (35°03.80'S 173°55.70'E); then
- (b) proceeding along a straight line in a north-easterly direction to reference point (32°36.00'S 176°54.00'E) on the outer limit of the exclusive economic zone (EEZ); then
- (c) proceeding generally in a south-easterly direction along the outer limit of the EEZ to reference point (33°09.00'S 177°39.00'E); then
- (d) proceeding in a straight line in south-westerly direction to reference point (35°13.34'S 174°05.73'E); then
- (e) proceeding in a southerly direction to reference point (35°16.88'S 174°06.31'E); then
- (f) proceeding in a southerly direction to the southern headland of the entrance to the Haumi River (35°17.86'S 174°06.19'E); then
- (g) along the MHW to the point of commencement.

(2) The geographical coordinates used in paragraph 5(1)(a)–(g) are stated in terms of the WGS84 datum.

6. Confirmation of tangata whenua—Ngā Hapū o Taiamai ki Te Marangi is confirmed as the tangata whenua of the area/rohe moana to which the appointment of Tangata Kaitiaki relates.

7. Power to authorise the taking of fisheries resources for customary food-gathering—Tangata Kaitiaki appointed for the area/rohe moana may authorise any individual to take fisheries resources, managed under the Fisheries Act 1996, for customary food-gathering purposes from within the whole or any part of the area/rohe moana. No customary food-gathering of fisheries resources may take place in the area/rohe moana without an authorisation from a Tangata Kaitiaki.

Dated at Wellington this 17th day of December 2012.

KELLY DUNN, Director Māori Partnership Implementation, Ministry for Primary Industries.

go8418

Food Act 1981

Notice Under the Food Act 1981 (Notice No. MPI 114)

Pursuant to section 11G of the Food Act 1981, notice is given of the issue on 11 December 2012 of the New Zealand (Australia New Zealand Food Standards Code) Food Standards 2002, Amendment No. 50, which comes into force on **17 January 2013**.

A copy of these food standards incorporating Amendment No. 50 may be inspected free of charge at or purchased from the office of the Ministry for Primary Industries, Pastoral House, 25 The Terrace (PO Box 2526), Wellington.

It can also be viewed on the website

www.foodsafety.govt.nz

Dated at Wellington this 14th day of December 2012.

AOIFE MARTIN, Acting Director Biosecurity, Food and Animal Welfare Policy, Ministry for Primary Industries (acting under delegated authority).

go8364

State Services Commission

State Sector Act 1988

Reappointment of Public Service Chief Executive

Pursuant to sections 35 and 36 of the State Sector Act 1988, the State Services Commissioner has reappointed

Lewis Dare Holden

as the Chief Executive, Ministry for Culture and Heritage, from 15 June 2013 to 14 June 2016, following acceptance by the Governor-General in Council of the Commissioner's recommendation.

Dated at Wellington this 11th day of December 2012.

IAIN RENNIE, State Services Commissioner.

go8308

The Treasury

New Zealand Railways Corporation Act 1981

Notice of Increased Capital of the New Zealand Railways Corporation

Pursuant to section 36(3) of the New Zealand Railways Corporation Act 1981, I, The Honourable Simon William English, Minister of Finance, after recommendation from the New Zealand Railways Corporation, hereby increase the capital of the New Zealand Railways Corporation from \$1,492,446,246.00 to \$1,532,446,246.00.

This notice comes into effect on the date of its publication in the *New Zealand Gazette*.

Dated at Wellington this 12th day of December 2012.

HON SIMON WILLIAM ENGLISH, Minister of Finance.

go8381

Appendix E Te Puna Mātaitai Reserve gazette notice

- (d) the estimated weight of discharge for each event must be recorded, with weight of offal and whole fish discard recorded separately;
- (e) the start and end time of the discharge must be recorded;
- (f) a fisheries observer must be carried on the first two trips operating under the measures specified in this notice;
- (g) the consent given in clause 3 only applies to the following time periods:
 - (i) 2 August 2013 to 31 October 2013; and
 - (ii) 1 August 2014 to 31 October 2014.
- (e) proceeding in a straight line in a westerly direction to the eastern most point on the MHWM of Moturoa Island (at 35°12.67'S and 174°06.36'E); then
- (f) proceeding in a generally westerly direction along the MHWM of the south coast of Moturoa Island to the western most point on the MHWM of Moturoa Island (at 35°12.53'S and 174°04.49'E); then
- (g) proceeding in a straight line in a north-westerly direction to a point on the MHWM at Poraenui Point (at 35°11.57'S and 174°04.09'E); and then
- (h) proceeding in a generally north-easterly direction along the MHWM to the point of commencement.

5. Expiry—This circular expires at the close of **31 October 2014**.

Dated at Wellington this 24th day of July 2013.

JEREMY HELSON, Deep Water Fisheries Manager,
Ministry for Primary Industries.

go4741

Fisheries (Kaimoana Customary Fishing) Regulations 1998

Fisheries (Declaration and Notification of Te Puna Mātaaitai Reserve and Appointment of Tangata Kaitiaki/Tiaki) Notice 2013 (No. MPI 177)

Pursuant to Regulations 23 and 25 of the Fisheries (Kaimoana Customary Fishing) Regulations 1998, the Minister for Primary Industries and the Director-General of the Ministry for Primary Industries give the following notice.

Notice

1. Title—This notice may be cited as the Fisheries (Declaration and Notification of Te Puna Mātaaitai Reserve and Appointment of Tangata Kaitiaki/Tiaki) Notice 2013.

2. Commencement—This notice shall come into effect on the 28th day after the date of its notification in the *New Zealand Gazette*.

3. Interpretation—In this notice:

- (a) “mātaaitai reserve” means the identified traditional fishing ground described in clause 4 of this notice.
- (b) “Tangata Kaitiaki/Tiaki” means any person or persons appointed as Tangata Kaitiaki/Tiaki for the mātaaitai reserve under Regulation 24 of the Fisheries (Kaimoana Customary Fishing) Regulations 1998.

4. Declaration of a mātaaitai reserve—The Minister for Primary Industries declares a mātaaitai reserve over all fisheries waters enclosed by a line:

- (a) commencing at a point on the mean high water mark (MHWM) west of Cape Wiwiki (at 35°09.18'S and 174°06.72'E); then
- (b) proceeding in a straight line in an easterly direction for approximately 1.9km to a point on an offshore rock (at 35°09.12'S and 174°08.05'E); then
- (c) proceeding in a straight line in an easterly direction to a point on Ninepin Island (at 35°09.16'S and 174°08.25'E); then
- (d) proceeding in a straight line in a south-westerly direction to a point offshore east of Moturoa Island (at 35°12.73'S and 174°06.84'E); then

5. Appointment of Tangata Kaitiaki/Tiaki—The Director-General names Hugh Rihari, Waata Rameka, Arena Munro, Whakaaropai Rihari, Bonnie Craven, Richard Civil, Arthur Ashby, Monica Ashby, Te Atareria Rameka, Mana Paul and Whakaiti Beau Heihei as Tangata Kaitiaki/Tiaki for the mātaaitai reserve.

6. Prohibition on commercial fishing—Commercial fishing within the mātaaitai reserve is prohibited under Regulation 27(2) of the Fisheries (Kaimoana Customary Fishing) Regulations 1998.

7. Power to authorise taking of fisheries resources for customary food-gathering—The Tangata Kaitiaki/Tiaki may authorise any individual to take fish, aquatic life or seaweed for customary food-gathering purposes from within the whole or any part of the mātaaitai reserve. No fishing for customary food-gathering purposes may take place in the mātaaitai reserve without authorisation from the Tangata Kaitiaki/Tiaki.

Dated at Wellington this 24th day of June 2013.

HON NATHAN GUY, Minister for Primary Industries.

JAMES STEVENSON-WALLACE, Director Fisheries Management, acting under delegated authority from the Director-General, Ministry for Primary Industries.

go4831

The Treasury

Companies Act 1955

Notice of Disclaimer Under Section 338(1) of the Companies Act 1955

Take notice that I, Jeremy Salmond, Treasury Solicitor, pursuant to section 338(1) of the Companies Act 1955, hereby disclaim for and on behalf of Her Majesty The Queen, the reversionary interest of Her Majesty The Queen in the fee simple estate of 208 square metres more or less described as Part Section 811 Hutt District (Parcel ID 3762286) on Reserve Deposited Plan 7172 and held in balance Computer Freehold Register WNF2/110, with the registered proprietor of that interest being **Upper Hutt Subdivisions Limited**, a company removed from the Companies Register in 1986.

Dated at Wellington this 26th day of July 2013.

Signed by:

JEREMY SALMOND, Treasury Solicitor, for and on behalf of Her Majesty The Queen under delegation from the Secretary to the Treasury under section 41 of the State Sector Act 1988.

go4824

Appendix F Te Puna Mātaitai Reserve by-law gazette notice

Fisheries (Declaration of Te Puna Mātaitai Reserve Bylaw) Notice 2020 (Notice No. MPI 1120)

Pursuant to Regulations 28 and 29 of the Fisheries (Kaimoana Customary Fishing) Regulations 1998, the Minister of Fisheries hereby gives the following notice:

Notice

1. Title

This notice may be cited as the Fisheries (Declaration of Te Puna Mātaitai Reserve Bylaw) Notice 2020.

2. Commencement

This bylaw comes into effect on 23 March 2020.

3. Interpretation

In this notice:

- a. The term “Te Puna Mātaitai Reserve” means that mātaimitai reserve in the Bay of Islands notified in the Fisheries (Declaration and Notification of Te Puna Mātaitai Reserve and Appointment of Tangata Kaitiaki/Tiaki) Notice 2013 ([New Zealand Gazette, 1 August 2013, No. 97, page 2593](#)).
- b. Unless the context requires otherwise, terms have the same meaning as in the interpretation sections of the Fisheries (Kaimoana Customary Fishing) Regulations 1998 and the Fisheries Act 1996.

4. Approval of Bylaw for the Te Puna Mātaitai Reserve

The Minister of Fisheries has approved the following bylaw for the Te Puna Mātaitai Reserve:

Bylaw 1—Prohibition on Taking Certain Species

No person may take or possess green-lipped mussel (*Perna canaliculus*), blue mussel (*Mytilus galloprovincialis*), or black mussel (*Xenostrobus pulex*) in the Te Puna Mātaitai reserve area.

Dated at Wellington this 1st day of February 2020.

HON STUART NASH, Minister of Fisheries.

Explanatory Note

Fishing subject to this bylaw

Under Regulation 28(3) of the Fisheries (Kaimoana Customary Fishing) Regulations 1998, this bylaw applies generally to all persons fishing in the Te Puna Mātaitai Reserve.

Breach of bylaw is an offence

Under Regulation 44 of the Fisheries (Kaimoana Customary Fishing) Regulations 1998, a person commits an offence against those Regulations if a person breaches this bylaw.

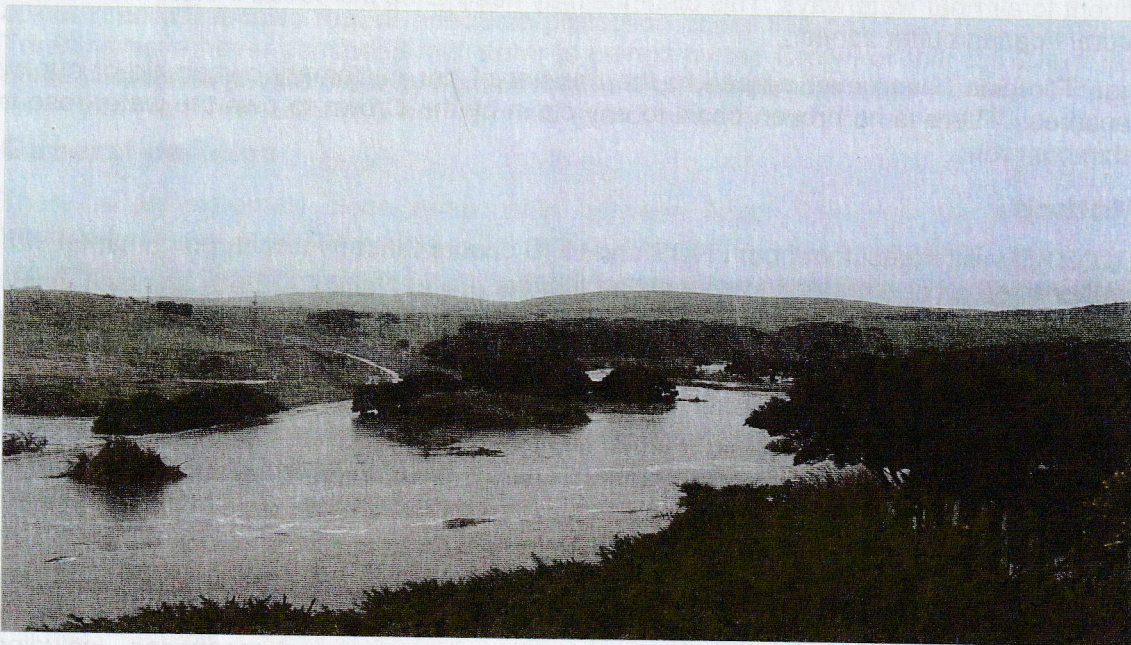
**Appendix G Photo example of sediment moving from Kerikeri
River into the Bay of Islands after a storm**



**Appendix H Extract of Ngāti Torehina environment
management plan**

TRONTKM will investigate funding opportunities to assist in fencing and riparian planting of waterways on ancestral lands and will support whanau and hapu in ensuring that land which remains in Ngati Torehina ownership is managed in a way that protects and enhances the mauri of our waterways.

TRONTKM will actively support any community-based initiatives within our rohe which will result in protection of our waterways and improved water quality and quantity.



Patunui beach (top) and Opeti after heavy flooding in March 2007 (road flooded)

Appendix I Deed of Settlement 1992

HER MAJESTY THE QUEEN

AND

MAORI

DEED OF SETTLEMENT

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DEED OF SETTLEMENT

THIS DEED made as of the *23rd* day of *September* 1992

BETWEEN

HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Justice and the Minister of Fisheries ("the Crown")

AND

MAORI by the persons who have entered into and executed this Deed of Settlement on behalf of Maori and whose names, addresses, status and representative capacity are set out in the Fourth Schedule

PREAMBLE

- A. By the Treaty of Waitangi the Crown confirmed and guaranteed to the Chiefs, tribes and individual Maori full exclusive and undisturbed possession and te tino rangatiratanga of their fisheries.
- B. Section 88(2) of the Fisheries Act 1983 provides:
"Nothing in this Act shall affect any Maori fishing rights."
- C. There has been uncertainty and dispute between the Crown and Maori as to the nature and extent of Maori fishing rights in the modern context as to whether they derive from the Treaty and/or common law (such as by customary law or aboriginal title or otherwise) and as to the import of section 88(2) of the Fisheries Act 1983 and its predecessors.

- D. Maori have claimed in proceedings in the High Court and in various claims to the Waitangi Tribunal that the Quota Management System introduced by legislation in 1986 is unlawful and in breach of the principles of the Treaty of Waitangi or has no application to Maori fisheries including commercial fisheries and obtained interim relief from the High Court and Court of Appeal declaring that the Crown ought not take further steps to bring the fisheries within the Quota Management System.
- E. At a national hui in June 1988 at Wellington the Maori principals were given a mandate by Maori claiming rights and interests in the fisheries of New Zealand to secure a just and honourable settlement of their claims with the Crown.
- F. On 20 December 1989 Parliament enacted and brought into force the Maori Fisheries Act 1989 one purpose of which is "to make better provision for the recognition of Maori fishing rights secured by the Treaty of Waitangi". The Act provided that quota totalling 10% of the total allowable commercial catches for all species then subject to the QMS should be transferred by the Crown to the Maori Fisheries Commission created under that Act in instalments over the period to 31 October 1992.
- G. On 27 February 1990 Maori and Crown agreed that there should be discussions between them to ensure that the evolution of the Quota Management System, including the term of quota, met both conservation and Treaty of Waitangi principles requirements and further agreed that all substantive court proceedings should stand adjourned sine die to allow discussions to continue. The Crown agreed that no further species would be

brought within the Quota Management System pending agreement or court resolution.

- H. There remain disputes between Crown and Maori as to the nature and extent of Maori fishing rights and interests and their status and the litigation between the plaintiffs and the Crown is still outstanding with interim declarations in relation to squid and paua and the Crown undertaking not to bring further species within the Quota Management System still in force.
- I. On 26 and 27 August 1992 representatives of the Crown and Maori met to discuss their differences with a view to settling outstanding claims and Treaty grievances of Maori in relation to fisheries, and, therefore, the outstanding litigation. On 27 August 1992 agreement was reached on a proposal for settlement.
- J. The Crown and Maori wish to resolve their disputes in relation to the fishing rights and interests and the Quota Management System and seek a just and honourable solution in conformity with the principles of the Treaty of Waitangi.
- K. The Crown recognises that traditional fisheries are of importance to Maori and that the Crown's Treaty duty is to develop policies to help recognise use and management practices and provide protection for and scope for exercise of rangitiratanga in respect of traditional fisheries.
- L. The Crown and Maori wish, by entering into this Settlement Deed, to affirm that they consider the completion and performance of this Settlement Deed to be of the utmost importance in the pursuit of a just settlement of Maori fishing claims.

- M. The Crown and Maori wish to express their mutual and solemn acknowledgment that the settlement evidenced by this Settlement Deed marks the resolution of an historical grievance.

ACCORDINGLY in the spirit of co-operation and good faith evidenced by the Memorandum of Understanding AND in consideration of the respective obligations and agreements contained in this Settlement Deed THE CROWN AND MAORI AGREE as follows:

SECTION 1: DEFINITIONS, CONSTRUCTION AND EXCLUDED TERMS

1.1 Definitions

In this Settlement Deed, including the schedules and any annexures, unless the context otherwise requires:

- 1.1.1 "BIL" means Brierley Investments Limited, a duly incorporated company having its registered office at Wellington and includes any wholly owned subsidiaries for the time being of that company;
- 1.1.2 "Conditions" means the conditions precedent specified in clause 2;
- 1.1.3 "the Fisheries Act" means the Fisheries Act 1983;
- 1.1.4 "the Fisheries Legislation" includes the statutes and/or regulations described in Part I of the First Schedule;

- 1.1.5 "the Fisheries Statutory Bodies" includes the statutory bodies described in the Second Schedule and any replacement or successor bodies;
- 1.1.6 "the Fishing Litigation" includes the claims, actions or proceedings described in the Third Schedule;
- 1.1.7 "GST" means Goods and Services Tax;
- 1.1.8 "Maori" is deemed to include the Moriori people of New Zealand;
- 1.1.9 "Maori/BIL Joint Venture" means the joint venture (including any company formed to act as the joint venture entity) to be established by and between the Maori Fisheries Commission and BIL to purchase Sealords;
- 1.1.10 "the Maori Fisheries Act" means the Maori Fisheries Act 1989;
- 1.1.11 "Maori Fisheries Commission" means the Commission established under Part I of the Maori Fisheries Act and includes any wholly owned subsidiaries from time to time of that body;
- 1.1.12 "the MOU" or "the Memorandum" means the Memorandum of Understanding referred to in the preamble to this Settlement Deed;
- 1.1.13 "Payment Period" means the period commencing on the Settlement Date and terminating on the Third Instalment Payment Date;

- 1.1.14 "QMS" means the quota management system established under Part IIA of the Fisheries Act;
- 1.1.15 "Sealords" means Sealord Products Limited, a duly incorporated company having its registered office at Manakau City and includes the entirety of the business and undertaking of that company;
- 1.1.16 "the Second Instalment Payment Date" means the first anniversary of the Settlement Date;
- 1.1.17 "Settlement Amount" means the sum of \$150,000,000;
- 1.1.18 "the Settlement Date" means:
- 1.1.18.1 the day that settlement of the acquisition by the Maori/BIL Joint Venture of Sealords takes place; or
 - 1.1.18.2 such other date as the parties to this Settlement Deed mutually agree upon in writing;
- 1.1.19 "Settlement Deed" means this deed together with the schedules and any annexures;
- 1.1.20 "subsidiary" means a subsidiary as defined by section 158 of the Companies Act 1955;
- 1.1.21 "the Third Instalment Payment Date" means the second anniversary of the Settlement Date;

1.1.22 "the TOW Act" means the Treaty of Waitangi Act 1975.

1.2 Construction

In the construction of this Settlement Deed unless the context otherwise requires:

1.2.1 Any reference to a business day means a day that registered banks in Wellington are open for business;

1.2.2 Words importing the singular number shall include the plural; persons shall include companies; and in each case vice versa;

1.2.3 Any headings and marginal notations in this Settlement Deed or any table of contents have been inserted for convenience only and shall not in any way limit or govern the construction of the terms of this Settlement Deed;

1.2.4 Any reference to legislation or statutory requirements includes reference to regulations or any other form of delegated legislation and such legislation amended and in force from time to time and includes substituted provisions that substantially correspond to those referred to;

1.2.5 If any provision of this Settlement Deed shall be considered to be invalid under any applicable statute or rule of law it shall be deemed to be omitted only to the extent that the same shall be in violation of such statute or rule of law and shall be enforced to the

maximum extent possible. In addition, the invalidity of any particular provision shall not in any way affect the validity of any other provision.

1.3 Exclusion of Other Terms

This Deed embodies the entire understanding and the whole agreement between the Crown and Maori relative to the subject matter hereof and all previous negotiations, representations, warranties, arrangements and statements (if any) whether expressed or implied (including any collateral agreement or warranty) with reference to the subject matter hereof or the intentions of any of the parties hereto are extinguished and otherwise are hereby excluded and cancelled save the Treaty of Waitangi itself.

SECTION 2: CONDITIONS PRECEDENT TO THIS DEED HAVING EFFECT

2.1 This Deed is conditional upon the following conditions having been performed or fulfilled to the reasonable satisfaction of the Crown prior to the Settlement Date whether before or after the date of this Settlement Deed:

2.1.1 Maori shall have undertaken and completed a due diligence investigation of the business undertaking assets and liabilities of Sealords in accordance with currently accepted commercial practice in relation to business acquisitions;

2.1.2 The Maori/BIL Joint Venture has, following the due diligence investigation, entered into a binding sale and purchase agreement with the

owners of Sealords or with Sealords, as the case may be, for the acquisition by the Maori/BIL Joint Venture of Sealords;

2.1.3 Maori has entered into a joint venture agreement with BIL and such agreement includes binding and enforceable provisions to the effect that:

2.1.3.1 the Maori/BIL Joint Venture is being or has been established for the purpose of acquiring a 100% interest in Sealords;

2.1.3.2 the interest of Maori in Sealords through the Maori/BIL Joint Venture is not less than 50%;

2.1.3.3 Maori will not during the Payment Period without the prior written consent of the Crown sell transfer or otherwise dispose of the 50% interest or any part thereof in Sealords held by Maori through the Maori/BIL Joint Venture;

2.1.3.4 the Maori/BIL Joint Venture will not and will procure that Sealords will not, during the Payment Period without the prior written consent of the Crown, voluntarily sell, transfer or otherwise dispose of any quota under the QMS held by Sealords and/or on behalf of the Maori/BIL Joint Venture including any of such quota that may be transferred to or vested in Maori

under the Maori/BIL Joint Venture arrangements;

2.1.3.5 the provisions referred to in clauses 2.1.3.3 and 2.1.3.4 to be included in the Joint Venture agreement shall be expressed as being for the benefit of the Crown; and

2.1.3.6 BIL has granted to Maori a valid enforceable first option (either expressed as an option to purchase or as a right of first refusal or both) to purchase or otherwise acquire from BIL its interest under the Maori/BIL Joint Venture agreement in Sealords or in the quota under the QMS held by Sealords and/or on behalf of the Maori/BIL Joint Venture;

2.2 Should any of these conditions not have been performed or fulfilled to the reasonable satisfaction of the Crown by the Settlement Date, or if for any reason the Maori/BIL Joint Venture does not complete the acquisition of Sealords, then this Settlement Deed and the MOU shall be at an end and neither party shall have any claim upon the other arising out of either the termination of this Settlement Deed and the MOU or the terms and conditions thereof to the intent that the parties shall for all purposes be returned on a without prejudice basis to the position that existed between them as at the time immediately prior to the execution of the MOU.

2.3 It is acknowledged and agreed that nothing in this Settlement Deed is intended to prevent Maori from

acquiring further fishing quota from Maori's own resources.

SECTION 3: OBLIGATIONS OF THE CROWN

3.1 Settlement Amount

3.1.1 Payable by Three Instalments

The Crown shall pay to Maori the Settlement Amount in three instalments as follows:

3.1.1.1 one third on the Settlement Date;

3.1.1.2 one third on the Second Instalment Payment Date; and

3.1.1.3 the remaining one third on the Third Instalment Payment Date.

3.1.2 Deferment of Second and Third Instalments

The Crown shall be entitled to defer either of the payments due on the Second or Third Instalment Payment Dates, as the case may be, if at either of such dates Maori is in default in the performance or observance of any of the agreements on the part of Maori herein contained (excluding the agreements referred to in clauses 4.2, 4.3 and 4.4) until such time as any such default has been remedied to the satisfaction of the Crown.

3.1.3 Use of Settlement Amount

- 3.1.3.1 Maori agrees that the Settlement Amount is to be used solely for the development and involvement of Maori in the New Zealand fishing industry;
- 3.1.3.2 It is acknowledged by the Crown that the application of the Settlement Amount in or towards the acquisition by Maori through the Maori/BIL Joint Venture of a 50% interest in Sealords is a proper use of the Settlement Amount for the purposes of clause 3.1.3.1.

3.1.4 Recipient of Settlement Amount

The Crown shall pay the three instalments of the Settlement Amount to the Maori Fisheries Commission and the receipt of the secretary or other proper officer of the Commission shall be a sufficient receipt for such payments.

3.1.5 Goods and Services Tax

The Settlement Amount payable by the Crown to the Maori Fisheries Commission is intended by the parties to be received by the Maori Fisheries Commission without any obligation for the Maori Fisheries Commission to account to the Inland Revenue Department for any GST. If a GST liability exists or arises, it is intended by the parties that (apart from any input tax lawfully available to the Maori Fisheries Commission) no net detriment or benefit should result to the Maori Fisheries Commission or the Crown. To this end the parties agree the following.

3.1.5.1 If any instalment of the Settlement Amount (or any indemnity payment made under this clause) paid to the Maori Fisheries Commission results in the Maori Fisheries Commission being required to account for output tax as provided by the Goods and Services Tax Act 1985, the Crown shall indemnify the Maori Fisheries Commission against that GST liability and, on the business day on which the Maori Fisheries Commission accounts to the Inland Revenue Department for such output tax, the Crown shall (subject to Clause 3.1.5.2) pay to the Maori Fisheries Commission the amount of such GST liability.

3.1.5.2 If for whatever reason the Maori Fisheries Commission or any other person obtains a refund or credit in respect of any output tax for which an indemnity payment is made by the Crown to the Maori Fisheries Commission under Clause 3.1.5.1, then, on the business day following the business day on which the refund or credit arises, the Maori Fisheries Commission shall pay to the Crown an amount equating to the refund or credit together with any interest payable by the Commissioner of Inland Revenue on that refund or credit.

3.2 New Quota for Additional Species

The Crown agrees that it will introduce legislation to amend the Fisheries Act to authorise the allocation of 20% of any new quota, issued as a result of the extension of the QMS to fish species not included in the QMS as at the date of the Settlement Deed (including any as yet unknown species) to the Maori Fisheries Commission for distribution to Maori. The Crown will consult with the Maori Fisheries Commission on the management regime to apply at the time of the extension of the QMS to the new species.

3.3 Maori Participation on Fisheries Statutory Bodies

3.3.1 The Crown agrees that within a reasonable time after the Settlement Date it will, in consultation with Maori, cause Maori to participate in the Fisheries Statutory Bodies so as to reflect the special relationship between Crown and Maori.

3.3.2 In order to give effect to clause 3.3.1:

3.3.2.1 The Crown will request any Minister of the Crown or other person who is entitled to appoint members of any of the Fisheries Statutory Bodies to so exercise such power at the appropriate time;

3.3.2.2 The Crown will introduce legislation to require Maori participation where the applicable legislation in respect of any of the Fisheries Statutory Bodies does not presently require or permit such participation.

3.4 Membership of Maori Fisheries Commission/Treaty of Waitangi Fisheries Commission

3.4.1 The Crown will introduce legislation amending the Maori Fisheries Act as soon as practicable to reconstitute the Maori Fisheries Commission as a Treaty of Waitangi Fisheries Commission to succeed to the Maori Fisheries Commission as presently constituted;

3.4.2 The membership of the Treaty of Waitangi Fisheries Commission is to be appointed by the Minister of Maori Affairs in consultation with the Maori Fisheries Negotiators and Maori with beneficial interests;

3.4.3 The Treaty of Waitangi Fisheries Commission will be accountable to Maori as well as to the Crown in order that Maori are to have better control of their fisheries guaranteed by the Treaty of Waitangi.

3.5 Crown to Introduce Amending Legislation

3.5.1 The Crown agrees that it will introduce legislation to give effect to the following:

3.5.1.1 The repeal of section 88(2) of the Fisheries Act and at the same time an amendment to section 89(1) of the Fisheries Act by adding paragraph (o) empowering the making of regulations recognising and providing for customary food gathering and the special relationship between the

tangata whenua and those places which are of customary food gathering importance (including tauranga ika and mahinga mataitai) to the extent that such food gathering is not commercial in any way nor involves pecuniary gain or trade;

3.5.1.2 Any further legislative provisions necessary to give effect to clauses 5.1 and 5.2 of this Settlement Deed;

3.5.1.3 Without limiting the generality of the foregoing, the amendments to the Fisheries Legislation described in Part I of the First Schedule;

3.5.1.4 Without limiting the generality of the foregoing, amendments to the TOW Act as described in Part II of the First Schedule; and

3.5.1.5 This Deed.

3.6 Crown to Promulgate Regulations

The Crown agrees that, subject to the enactment of the amendment to section 89(1) of the Fisheries Act referred to in clause 3.5.1.1, it will, after consultation with Maori, promulgate as soon as practicable regulations pursuant to the new paragraph (o) of section 89(1). Pending such regulations, contemporaneously with repeal of section 88(2) the Crown will amend Regulation 27 of the Fisheries (Amateur Fishing) Regulations 1986 as follows:

- 3.6.1 To add to the heading after the word "tangi" the words "or other approved purpose";
- 3.6.2 In Regulation 27(a) to add after "tangi" the words "or traditional non-commercial fishing use approved by the Director General"; and
- 3.6.3 In Regulation 27(c) deleting the words "relating to quantity... imposed by the Director General and".

SECTION 4: OBLIGATIONS OF MAORI

4.1 Acquisition of Sealords

- 4.1.1 Maori will as a 50% participant in the Maori/BIL Joint Venture perform its obligations in respect of the completion of the acquisition of Sealords by the Maori/BIL Joint Venture in accordance with the terms and conditions of the sale and purchase agreement referred to in clause 2.1.2.
- 4.1.2 Maori will apply the first instalment of the Settlement Amount received from the Crown on the Settlement Date in or towards the acquisition by Maori through the Maori/BIL Joint Venture of a 50% interest in Sealords.
- 4.1.3 Maori will not in accordance with the obligations contained in the Maori/BIL Joint Venture Agreement referred to in clause 2.1.3.3 of this Settlement Deed during the Payment Period without the prior written consent of the Crown sell transfer or otherwise dispose of the 50% interest or any part thereof in Sealords

held by Maori through the Maori/BIL Joint Venture.

4.1.4 In accordance with the obligations contained in the Maori/BIL Joint Venture Agreement referred to in clause 2.1.3.4 of this Settlement Deed, Maori will ensure that the Maori/BIL Joint Venture will not, and will procure that Sealords will not, during the Payment Period without the prior written consent of the Crown, voluntarily sell, transfer or otherwise dispose of any quota under the QMS held by Sealords and/or on behalf of the Maori/BIL Joint Venture including any of such quota that may be transferred to or vested in Maori under the Maori/BIL Joint Venture arrangements.

4.2 Endorsement by Maori of QMS

Maori endorses the QMS and acknowledges that it is a lawful and appropriate regime for the sustainable management of commercial fishing in New Zealand.

4.3 Fishing Litigation

Maori will on or before the Settlement Date obtain from all Maori involved or having interests represented in Fisheries Litigation and deliver to the Crown:

4.3.1 A notice of discontinuance of each of the proceedings in respect of all the Fisheries Litigation signed by the solicitors for all the plaintiffs to those proceedings;

4.3.2 Undertakings in writing in a form satisfactory to the Crown signed by the persons who are to execute this Settlement Deed for Maori and any other persons who are plaintiffs in the Fisheries Litigation that such proceedings will not be reissued or recommenced in any form in respect of Maori fishing rights and interests of any nature.

4.3.3 In the event that Maori are unable to provide prior to signing of this Settlement Deed notices of discontinuance and undertakings from all plaintiffs in the Fisheries Litigation, and the Crown has decided nevertheless to enter into this Settlement Deed:

4.3.3.1 Maori will continue to use their best endeavours to secure notices of discontinuance from all plaintiffs who have not provided them; and

4.3.3.2 Maori acknowledge that the Crown will introduce legislation to terminate such proceedings on the same basis as if they had been discontinued by all plaintiffs and undertakings given not to reissue them or proceedings similarly based.

4.4 Maori to Support Amending Legislation

Maori will support the enactment of the legislation referred to in clause 3.5 of this Settlement Deed.

4.5 Distribution of Benefits to Maori

- 4.5.1 Maori agrees that the settlement evidenced by this Settlement Deed of all the commercial fishing rights and interests of Maori is ultimately for the benefit of all Maori.
- 4.5.2 The Treaty of Waitangi Fisheries Commission is to consider how best to give effect to the resolutions taken at the annual general meeting of the Maori Fisheries Commission in July 1992 and will be empowered to allocate assets held by the Maori Fisheries Commission at the day before the Settlement Date.
- 4.5.3 The Treaty of Waitangi Fisheries Commission is to develop, after full consultation with Maori, the proposals of Maori for a new Maori Fisheries Act that is consistent with this Settlement Deed, and shall report to the Crown within ninety (90) days of the date of this Settlement Deed with a request that it be enacted as soon as practicable having regard to commercial considerations. Any tribe with a beneficial interest may request that the Crown recommend to Parliament that the resulting Bill be referred to the Waitangi Tribunal under Section 8 of the Treaty of Waitangi Act and the Crown shall recommend it be referred accordingly. The final decision on the form of any Bill to be introduced shall be that of the Crown.
- 4.5.4 Such proposals referred to in clause 4.5.3 are to include:

- 4.5.4.1 The appointment, composition and powers of any body succeeding to the Treaty of Waitangi Maori Fisheries Commission; and
- 4.5.4.2 Development of a procedure for identification of beneficiaries and their interests in accordance with the Treaty of Waitangi and a procedure for allocation of benefits of this Settlement Deed to them in accordance with the principles of the Treaty of Waitangi. Such proposals for distribution of settlement benefits will address the questions set out in Annexure A and will include a procedure for Maori affected, to be heard on benefit issues.
- 4.5.5 Maori agrees that it will before the expiration of the period referred to in clause 4.5.3 provide to the Crown a scheme for the distribution of the benefits of this Settlement Deed to Maori in terms of clause 4.5.4.2 and which satisfies the Crown that all persons who may have rights and interests extinguished by or in consequence of this Settlement Deed will be 'fairly treated.'
- 4.5.6 The Crown agrees that, until such time as a scheme of distribution which satisfies the Crown has been provided by Maori in accordance with clause 4.5.5 and clause 4.5.4.2, the Crown will not introduce legislation conferring any power to distribute to Maori any assets or benefits of either this Settlement Deed or of the Maori Fisheries Act. ↕

4.5.7 All parties acknowledge the Treaty of Waitangi Fisheries Commission receives and holds the settlement benefits on behalf of Maori and for their benefit.

4.6 Treaty of Waitangi Settlement Fund

Maori recognise that the Crown has fiscal constraints and that this settlement will necessarily restrict the Crown's ability to meet from any fund which the Crown establishes as part of the Crown's overall settlement framework, the settlement of other claims arising from the Treaty of Waitangi.

SECTION 5: SETTLEMENT AGREEMENTS

5.1 Permanent Settlement of Commercial Fishing Rights and Interests

Maori agree that this Settlement Deed, and the settlement it evidences, shall satisfy all claims, current and future, in respect of, and shall discharge and extinguish, all commercial fishing rights and interests of Maori whether in respect of sea, coastal or inland fisheries (including any commercial aspect of traditional fishing rights and interests), whether arising by statute, common law (including customary law and aboriginal title), the Treaty of Waitangi, or otherwise, and whether or not such rights or interests have been the subject of recommendation or adjudication by the Courts or the Waitangi Tribunal.

5.2 Non-Commercial Fishing Rights and Interests

The Crown and Maori agree that in respect of all fishing rights and interests of Maori other than commercial fishing rights and interests their status changes so that they no longer give rise to rights in Maori or obligations on the Crown having legal effect (as would make them enforceable in civil proceedings or afford defences in criminal, regulatory or other proceedings). Nor will they have legislative recognition. Such rights and interests are not extinguished by this Settlement Deed and the settlement it evidences. They continue to be subject to the principles of the Treaty of Waitangi and where appropriate give rise to Treaty obligations on the Crown. Such matters may also be the subject of requests by Maori to the Government or initiatives by Government in consultation with Maori to develop policies to help recognise use and management practices of Maori in the exercise of their traditional rights.

SECTION 6: MISCELLANEOUS

6.1 No Assignment of Deed

Neither this Settlement Deed nor any of the rights or obligations hereunder may be assigned by the Crown or by Maori.

6.2 Notices, Requests, Demands

Any notice, request or demand required or permitted to be given pursuant to this Settlement Deed shall be in writing and shall be deemed sufficiently given if:

- 6.2.1 Delivered by hand to the intended recipient;
- 6.2.2 Deposited in New Zealand "Fastpost" (registered or certified with return receipt requested), postage prepaid, addressed to the intended recipient; or
- 6.2.3 Sent by facsimile addressed to the intended recipient;

at the intended recipient's address below set forth or at such other address as the intended recipient may have specified in a written notice to the sender given in accordance with the requirements of this clause.

Any such notice, request or demand mailed as set out in clause 6.2.2 shall be deemed to have been received by the addressee at the specified address 2 business days following the date of mailing and any such notice request or demand sent by facsimile shall be deemed to have been received by the addressee on the same business day as the day on which such facsimile is sent so long as the facsimile is sent prior to 3.00 p.m.

If to the Crown, addressed to:

Crown Law Office
139-141 Featherston Street
Wellington

Facsimile: (04) 472-5152

If to Maori, addressed to:

Maori Fisheries Negotiators
Luckie Hain Kennard & Sclater

Solicitors
Level 5, Harbour City Tower
29 Brandon Street
Wellington

Attention: Mr Martin Dawson

Facsimile: (04) 471-2212

6.3 Choice of Law

This Deed shall be construed, interpreted and the rights of the Crown and Maori shall be determined in accordance with the laws of New Zealand.

6.4 Jurisdiction

The Crown and Maori each agree to submit to the jurisdiction of the courts of New Zealand and any court empowered to hear appeals therefrom.

6.5 Counterparts

This Deed may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.6 Non-Merger

The agreements and obligations of the parties in this Settlement Deed shall not merge upon payment of the Settlement Amount by the Crown but (to the extent that they have not been completed by performance on the Settlement Date) shall remain enforceable to the fullest extent notwithstanding any rule of law to the contrary.

AS WITNESS the hands of the parties

SIGNED for and on behalf of)
HER MAJESTY THE QUEEN in)
right of New Zealand by)
DOUGLAS ARTHUR MONTROSE)
GRAHAM Minister of Justice)
and DOUGLAS LORIMER KIDD)
Minister of Fisheries in the)
presence of:

James Shute
Wellington
Crown Counsel

[Signature]
Donald Charles McKinnon
(acting Prime Minister)
[Signature]
[Signature]
Maurice Patrick FitzGibbon
(acting Minister of Finance)

SIGNED for and on behalf of
MAORI by the persons whose
signatures appear on the
Fourth Schedule.

FIRST SCHEDULEPART IFisheries Legislation

1. Repeal s.88(2) Fisheries Act.
2. Legislative provisions necessary to give effect to clauses 5.1 and 5.2 of the Deed.
3. Amendments to the Fisheries Act:
 - 3.1 S.2 - Interpretation
 Insert a new definition of Commission being the Maori Fisheries Commission established under s.4 of the Maori Fisheries Act 1989.
 - 3.2 S.28B - Declaration that species or class of fish is subject to the QMS
 Amend s.28B(1) by inserting before the words Fishing Industry Board the words Commission and the.
 - 3.3 S.28D - Matters to be taken into account in determining or varying any total allowable commercial catch
 Amend s.28D(1)(a)(i) by deleting the words Maori other.
 Amend s.28D(2) by inserting before the words Fishing Industry Board the words Commission and the.
 - 3.4 S.28E to ZG - Provisions relating to the allocation of Quota and Appeals
 Variation of the regime to allow for 20% of the total allowable commercial catch for any fishery brought within the QMS to be allocated to the Maori Fisheries Commission as individual transferable quotas.
 - 3.5 S.30 - Declaration of controlled fisheries
 Amend s.30(1) by deleting the words New Zealand and inserting before the words Fishing Industry Board the words Commission and the.
 - 3.6 S.47 - Restrictions on licences
 Amend s.47(1) by inserting before the words Fishing Industry Board the words Commission and the.

3.7 S.86 - Closed seasons in the Exclusive Economic Zone

Amend s.86 by inserting before the words Fishing Industry Board the words Commission and the.

3.8 S.88 - Limitation of Act

Repeal s.88(2) relating to Maori fishing rights.

3.9 S.89 - Regulations

(i) Amend s.89(1) by the addition of paragraph (o) empowering the making of regulations recognising and providing for customary food gathering and the special relationship between tangata whenua and those places which are of customary food gathering importance to the extent that such food gathering is not commercial in any way nor for pecuniary gain or trade.

(ii) Amend s.89(3)(b) (relating to the conferring of special rights on specified communities) by adding the word non-commercial before the word fishing.

3.10 S.107G - Resource rental variations

Amend subsection (6) by inserting before the words Fishing Industry Board the words Commission and the.

3.11 First Schedule Matters to be included in Fishery Management Plan

Amend Clause 1(a) by deleting the words Maori, traditional, recreational.

(Other amendments consequential on these will also be required)

4. Amendments to the Maori Fisheries Act4.1 S.2 - Interpretation

Amend the definition of "transition period" so that it ends on the earlier of the expiration of the Payment Period or the date that the scheme of distribution pursuant to clause 4.5 comes into effect.

4.2 S.29 - Membership of Maori Fisheries Commission

Amend:

- 4.2.1 to require the Minister of Maori Affairs to consult with Maori before advising the Governor-General on the making of appointments to the Maori Fisheries Commission; and
- 4.2.2 to increase the number of members of the Maori Fisheries Commission.

5. Amendments to the Fisheries (Amateur Fishing) Regulations 19865.1 Reg. 27 - Fish taken for hui or tangi

Amend reg. 27 as follows:

- 5.1.1 add to the heading after the word tangi the words or other approved purpose.
- 5.1.2 add to reg. 27(a) after the word tangi the words or traditional non-commercial fishing use approved by the Director General.
- 5.1.3 delete from reg. 27(c) the words relating to quantity, size, or methods of taking the fish, areas from where the fish may be taken, or persons who may take the fish that are imposed by the Director General and".

PART IIAmendments to Treaty of Waitangi Act 1975

Amendments to the TOW Act whereby the Tribunal's jurisdiction to inquire into or make findings on commercial fisheries or this Settlement Deed or the legislation giving it effect is removed.

SECOND SCHEDULEFISHERIES STATUTORY BODIES

1. Category 1: Bodies where existing legislation allows for Maori representation.
 - 1.1 Fisheries Management Advisory Committee (s.7 Fisheries Act);
 - 1.2 Fisheries Authority (s.13 Fisheries Act);
 - 1.3 New Zealand Conservation Authority (s.6D Conservation Act 1987);
 - 1.4 Conservation Boards (s.6P Conservation Act 1987);
2. Category 2: Bodies where Maori representation could be achieved without legislative amendments but amendments are desirable.
 - 2.1 Fishing Industry Board (s.3 Fishing Industry Board Act 1963);
 - 2.2 Any committee of the Fishing Industry Board (s.9 Fishing Industry Board Act 1963);
 - 2.3 Guardians of Lakes Manapouri, Monowai and Te Anau (s.6X Conservation Act 1987).

THIRD SCHEDULELIST OF PROCEEDINGS: FISHING LITIGATION

- I. Te Runganga o Muriwhenua Inc v Attorney-General and others (C.P. No. 553/87).
- II. H.R. Tau, the Ngai Tahu Maori Trust Board v Attorney-General and others (C.P. 559/87).
- III. The New Zealand Maori Council and others v Attorney-General and others (C.P. No. 610/87).
- IV. T. Mahuta and others v Attorney-General and others (C.P. No. 614/87).
- V. The Hon Matiu Rata and others v Attorney-General and others (C.P. No. 743/88).
- VI. R.T.K. Mahuta and another v Attorney-General and others (C.P. No. 744/88).
- VII. J. Henare and others v Attorney-General and others (C.P. No. 746/88).
- VIII. T. or S.G. O'Regan and another v Attorney-General and others (C.P. No. 747/88).
- IX. J. Henare and others v Attorney-General and others (C.P. No. 762/88).

There are nine discrete sets of proceedings which are listed above in summary. These proceedings involve 49 separate plaintiffs, a list of these plaintiffs is attached. Some of the plaintiffs are involved in more than one set of proceedings in which case this is noted. In two cases, those of E. Smith and I. Puketapu, the plaintiffs have been listed twice as they appear to represent different Iwi or Hapu.

List of Plaintiffs in the Fishing LitigationI. C.P. No. 553/87

1. Te Runanga o Muriwhenua Inc ⁽ⁱ⁾ (First Plaintiff).
Also C.P. No. 743/88 (Sixth Plaintiff).

II. C.P. No. 559/87

2. Henare Rakiihia Tau (Deputy Chairman), the Ngai Tahu Maori Trust Board ⁽ⁱⁱ⁾ (Plaintiffs).
The Ngai Tahu Maori Trust Board. Also C.P. No. 747/88 (Second Plaintiff).

III. C.P. No. 610/87

3. The New Zealand Maori Council ⁽ⁱⁱⁱ⁾ (First Plaintiff).
4. Raukawa Marae Trustees ^(iv) (Second Plaintiff).
5. Waiariki District Maori Council ⁽ⁱⁱⁱ⁾ (Third Plaintiff).
6. Raukawa District Maori Council ⁽ⁱⁱⁱ⁾ (Fourth Plaintiff).
7. The Taranaki Maori Trust Board ^(v) (Fifth Plaintiff).

IV. C.P. No. 614/87

8. Tumate Mahuta (Kaahui Ariki), Henare Tuwhangai (Chairman of Te Kaumarua), Wi Matau Taka (Secretary and Executive Officer of Tainui Trust Board), Whare Toroa Kerr (Chairman of Nga Marae Toopu - Representatives of the Marae within Tainui), Rua Cooper, Barney Kirkwood, Ben Hoete, Eva Tua Iwi Rickard, Nganeko Minhinnick (all kaumatua and spokespersons of Tainui), Wiripoi Tamehana-Tumukai (King maker) all of Waikato (First Plaintiffs).
9. The Tainui Trust Board ^(v) (Second Plaintiff).
Also C.P. No. 744/88 (Second Plaintiff).

V. C.P. No. 743/88

10. Hon. Matiu Rata, Kaumatua of Ngati Kuri suing on behalf of himself and the members of his tribe (First Plaintiff).
11. Paehere Brown, Kaumatua of Te Aupouri suing on behalf of himself and the members of his tribe (Second Plaintiff).

12. Simon Snowdon, Kaumatua of Te Rarawa suing on behalf of himself and his tribe (Third Plaintiff).
13. Rev. Maori Marsden, Kaumatua of Ngai Takato suing on behalf of himself and his tribe (Fourth Plaintiff).
14. MacCully Matiu, Kaumatua of Ngati Kahu suing on behalf of himself and his tribe (Fifth Plaintiff).

VI. C.P. No. 744/88

15. Robert Te Kotahi Mahuta of Huntly suing on behalf of himself and the members of Tainui (First Plaintiff).

VII. C.P. No. 746/88

16. James Henare, Kaumatua of Ngapuhi suing on behalf of himself and the members of his tribe (First Plaintiff).

Also C.P. No. 762/88 (Ngapuhi Whanui, First Plaintiff).

17. Peter George, Kaumatua of Ngati Kahu suing on behalf of himself and the members of his tribe (Second Plaintiff).

Also C.P. No. 762/88 (Ngati Kahu, Second Plaintiff).

18. Whina Cooper, Kuia of Ngapuhi of Hokianga suing on behalf of herself and the members of her tribe (Third Plaintiff).

Also C.P. No. 762/88 (Ngapuhi Whanui, Third Plaintiff).

19. George Parata, Kaumatua of Ngati Wai suing on behalf of himself and the members of his tribe (Fourth Plaintiff).

Also C.P. No. 762/88 (Ngati Wai, Fourth Plaintiff).

20. Russell Kemp, Kaumatua of Ngati Whatua suing on behalf of himself and the members of his tribe (Fifth Plaintiff).

Also C.P. No. 762/88 (Ngati Whatua Whanui, Fifth Plaintiff).

21. James Nicholls, Kaumatua of Ngati Maru suing on behalf of himself and the members of his tribe (Sixth Plaintiff).

Also C.P. No. 762/88 (Ngati Maru, Sixth Plaintiff).

22. William Ohia, Kaumatua of Ngai-Terangi suing on behalf of himself and the members of his tribe (Seventh Plaintiff).

Also C.P. No. 762/88 (Ngai-Terangi, Seventh Plaintiff).

23. Manu Cletus Paul, Kaumatua of Ngati Awa suing on behalf of himself and the members of his tribe (Eighth Plaintiff).

Also C.P. No. 762/88 (Ngati Awa, Eighth Plaintiff).

24. Claude Edwards, Kaumatua of Whakatohea suing on behalf of himself and the members of his tribe (Ninth Plaintiff).

Also C.P. No. 762/88 (Whakatohea, Ninth Plaintiff).

25. Tipi Stainton, Kaumatua of Whanau-a-Apanui suing on behalf of himself and the members of his tribe (Tenth Plaintiff).

Also C.P. No. 762/88 (Whanau-a-Apanui, Tenth Plaintiff).

26. Henare Ngata, Kaumatua of Ngati Porou me Nga Iwi o Te Tairawhiti me o ratou hapu suing on behalf of himself and the members of his tribe (Eleventh Plaintiff).

Also C.P. No. 762/88 (Nga Iwi o Te Tairawhiti, Eleventh Plaintiff).

27. Jules Ferris, Kaumatua of Naitanga Mahaki suing on behalf of himself and the members of his tribe (Twelfth Plaintiff).

Also C.P. No. 762/88 (Aitanga-a-Mahaki, Twelfth Plaintiff).

28. Hunara Tangaere, Kaumatua Nga Iwi o Te Tairawhiti me o ratou hapu suing on behalf of himself and the members of his tribe (Thirteenth Plaintiff).

29. Eru Smith, Kaumatua of Ngati Kahungunu suing on behalf of himself and the members of his tribe (Fourteenth Plaintiff).

30. Hikaia Amohia, Kaumatua of Ngati Maniapoto and Atihau-Niui-a-Paparangi (the River tribes of the Wanganui) suing on behalf of himself and the members of his tribe (Fifteenth Plaintiff).

Also C.P. No. 762/88 (Thirteenth Plaintiff).

31. Roger Preece, Kaumatua of Whare Kauri suing on behalf of himself and the members of his tribe (Sixteenth Plaintiff).
Also C.P. No. 762/88 (Whare Kauri Rekohu, Fifteenth Plaintiff).
32. Charles Moihi Bennett, Kaumatua of Arawa suing on behalf of himself and the members of his tribe (Seventeenth Plaintiff).
Also C.P. No. 762/88 (Te Arawa Whanui, Sixteenth Plaintiff).
33. Mack Te Mara, Kaumatua of Tuhoe suing on behalf of himself and the members of his tribe (Eighteenth Plaintiff).
Also C.P. No. 762/88 (Ngai Tuhoe, Seventeenth Plaintiff).
34. Eru Smith, of Nga Iwi o Takitimu me o ratou hapu suing on behalf of himself and his tribe (Nineteenth Plaintiff).
Also C.P. No. 762/88 (Nga Iwi o Takitimu me o ratou hapu, Eighteenth Plaintiff).
35. Tamihana Bailey, Kaumatua of Te Ati-Awa suing on behalf of himself and his tribe (Twentieth Plaintiff).
Also C.P. No. 762/88 (Nga Iwi o Te Tauihu o te Waka me o ratou hapu, Nineteenth Plaintiff).
36. Tui Ruruku Elkington, Kaumatua of Ngati Koata suing on behalf of himself and his tribe (Twenty-first Plaintiff).
Also C.P. No. 762/88 (Ngati Koata, Twentieth Plaintiff).
37. Pene Turi Ruruku, Kaumatua of Waikauri suing on behalf of himself and his tribe (Twenty-second Plaintiff).
Also C.P. No. 762/88 (Waikauri, Twenty-First Plaintiff).
38. James Walker, Kaumatua of Ngati Kuia suing on behalf of himself and his tribe (Twenty-third Plaintiff).
Also C.P. No. 762/88 (Ngati Kuia, Twenty-Second Plaintiff).
39. Matuaiwi Horomona, Kaumatua of Ngati Toa suing on behalf of himself and his tribe (Twenty-fourth Plaintiff).

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40. Kapa Stafford, Kaumatua of Ngati Rarua suing on behalf of himself and his tribe (Twenty-fifth Plaintiff).
Also C.P. No. 762/88 (Twenty-Third Plaintiff).
41. Jean Andrews, Kuia of Ngati Haumia suing on behalf of herself and her tribe (Twenty-sixth Plaintiff).
Also C.P. No. 762/88 (Ngati Haumia, Twenty-Fourth Plaintiff).
42. Hamiora Raumati, Kaumatua of Nga Iwi o Taranaki me o ratou hapu suing on behalf of himself and his tribe (Twenty-seventh Plaintiff).
Also C.P. No. 762/88 (Taranaki Whanui, Twenty-Fifth Plaintiff).
43. Rangiharuru Fitzgerald, Kaumatua of Ngati Rangitane ki Manawatu suing on behalf of himself and his tribe (Twenty-eighth Plaintiff).
Also C.P. No. 762/88 (Rangi Tane ki Manawatu, Twenty-Sixth Plaintiff).
44. Whatakaraka Davis, of Ngati Raukawa ki Te Tonga me ona hapu suing on behalf of himself and his tribe (Twenty-ninth Plaintiff).
Also C.P. No. 762/88 (Ngati Raukawa ki Te Tonga, Twenty-Seventh Plaintiff).
45. Matuaiwi Solomon, Kamatua of Ngati Toarangatira me ona hapu me Te Ati Awa ki Whakarongotai suing on behalf of himself and his tribe (Thirtieth Plaintiff).
Also C.P. No. 762/88 (Twenty-Ninth Plaintiff).
46. Ihakara Puketapu of Nga Iwi o Te Tauhihi o Te Waka me o ratou hapu suing on behalf of himself and his tribe (Thirty-first Plaintiff).

VIII. C.P. No. 747/88

47. Tipene or Stephen Gerard O'Regan Chairman of the Ngai Tahu Maori Trust Board (First Plaintiff).

IX. C.P. No. 762/88

47. Taitoko Rangiwakateka, Kaumatua of Nga Iwi o Whanganui me o ratou hapu suing on behalf of himself and the members of Nga Iwi o Whanganui me o ratou hapu (Fourteenth Plaintiff).
48. Winifred Ngaroma McKenzie of Ngati Rauhoto a Tia suing on behalf of herself and members of Ngati Rauhoto a Tia (Twenty-Eighth Plaintiff).

49. Ihakara Puketapu of Taranaki ki Te Whanganui-a-Tara suing on behalf of himself and members of Taranaki ki Te Whanganui-a-Tara (Thirtieth Plaintiff).

Key

- (i) A body incorporated under the Incorporated Societies Act 1908.
- (ii) A body established by the Ngai Tahu Trust Board Act 1946.
- (iii) A body corporate established by section 17 of the Maori Community Development Act 1962.
- (iv) A body established by section 10 of the Maori Purposes Act 1936.
- (v) A body corporate by virtue of the Maori Trust Boards Act 1955.

FOURTH SCHEDULE

MAORI

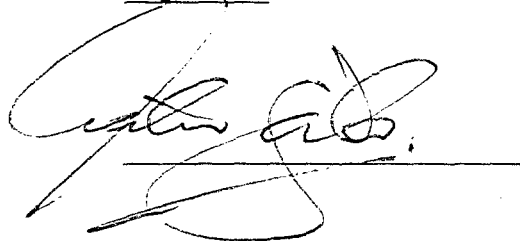
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Full Name

Signature

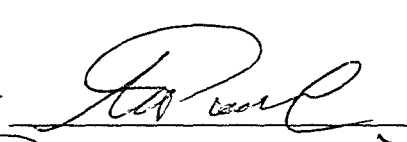
Witness


Martin RATA



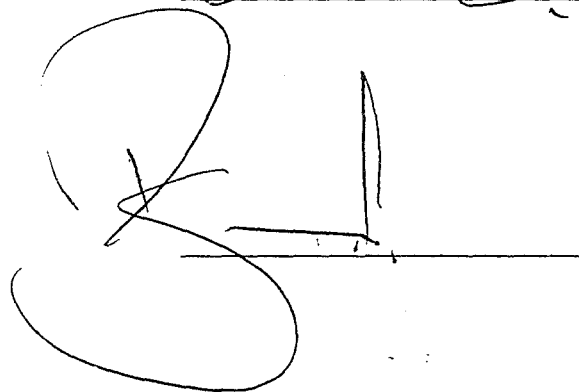
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Address: Wellington
Occupation: Manager, Ministry for the Environment


Cletus Mearns PAUL



Signature of Witness: 
Address: Wellington
Occupation: Manager, Ministry for the Environment

Richard Jorgensen



Signature of Witness: 
Address: Wellington
Occupation: Manager, Ministry for the Environment

I. (cont'd) MAORI FISHERIES
NEGOTIATORS

Full Name

Signature

Witness

Tipene O'Regan

Tipene O'Regan

Signature of Witness:

Address:

Occupation:

Shane Jones
Wellington
Manager, Auckland Harbour Board

Corahe M S Lattimer

Corahe M S Lattimer

Signature of Witness:

Address:

Occupation:

Shane Jones
Wellington
Manager, New Zealand Post

WHATARANGI WINIATA

Whatarangi Winiata

Signature of Witness:

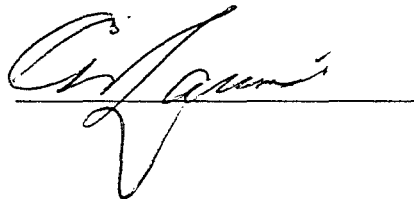
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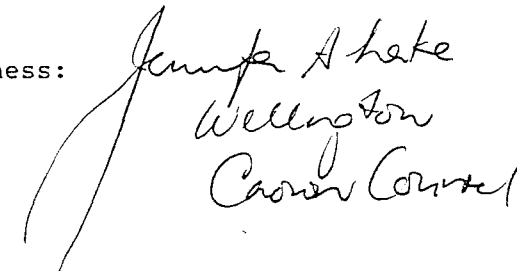
II. NEW ZEALAND MAORI COUNCIL

Signature



Witness

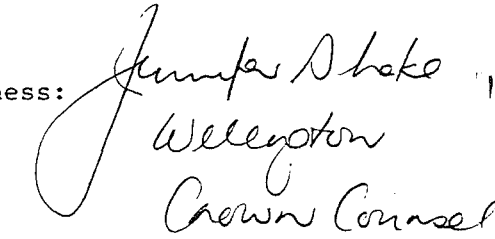
Signature of Witness:
Address:
Occupation:


Jennifer A hake
Wellington
Crown Counsel

NATIONAL MAORI CONGRESS



Signature of Witness:
Address:
Occupation:


Jennifer A hake
Wellington
Crown Counsel

Distribution of Settlement Benefits

A distribution system should adequately address the following five questions:

- i What will be distributed?
- ii Who will manage the distribution system?
- iii Who will receive the settlement benefits?
- iv How will different levels of interest be identified and accommodated?
- v How will disputes be resolved?

These questions are expanded below.

i What will be distributed?

A distribution system should specify the type and form of benefits which are to be distributed.

ii Who will manage the distribution system?

A distribution system should specify any legislative requirements needed to empower a body to effectively manage the distribution scheme. Consideration should be given to the membership of such a body and what input is required to facilitate selection of members. Any management processes should be efficient and decisions should be made in a transparent way.

iii Who will receive the settlement benefits?

A distribution system should address the criteria to be applied in identifying iwi and determining if a particular iwi has a fishing interest. The scheme will need to address how individual, whanau or hapu interests can be accommodated within the iwi structures. It should consider whether a degree of independence between this function and the distribution function is warranted for purposes of transparency and accountability. Any distribution system should aim to achieve a fair allocation of the benefits among Maori.

iv How will different levels of interest be identified and accommodated?

A distribution scheme should address the criteria to be applied to determine the different levels of interest among iwi in inshore quota, deep water quota, and the benefits derived from Sealord Products Limited.

v How will disputes be resolved?

There are a number of points in a distribution system where disputes may arise. A distribution scheme should include proposals for a transparent and independent dispute resolution process.