

VARIATION OF DEED

Dated 29th August 1999

COPY FOR YOUR INFORMATION

BETWEEN

TE RUNANGA O NGATI POROU a Maori Trust Board pursuant to Te Runanga o Ngati Porou Act 1987; together with its successors, assigns servants and agents ("Ngati Porou")

AND

HER MAJESTY THE QUEEN by and through the Minister of Conservation ("the Minister")

WHEREAS

- A. Ngati Porou and the Minister are signatories to a Deed of Agreement dated 3 November 1990 ("the Deed") wherein the Minister agreed to revest certain lands associated with and including Mount Hikurangi situated in the rohe / territory of Ngati Porou. The vesting orders in relation to the land/s were issued by the Maori Land Court on 18 January 1991 pursuant to section 436, Maori Affairs Act 1953.
- B. The Deed was subject to various conditions. The parties have continued to negotiate and have now agreed with authorised mandate, goodwill and mana to the fulfilment of the conditions of the Deed.
- C. To Ngati Porou, Mt Hikurangi is the maunga tapu / sacred mountain of the Ngati Porou people; Ngati Porou is the Kaitieki of the land on behalf of the Ngati Porou people; and Ngati Porou have an unique ongoing association with the land. The Minister has acknowledged those values and agreed to incorporating bilingual statements of spiritual, cultural and historical association of Ngati Porou to the land contained in clause 1 of this Variation.
- D. The parties now wish to record in this Variation, the rights, obligations and fulfilment of conditions of the Deed; and other matters as hereto stated.

NOW THEREFORE THIS VARIATION WITNESSES that in accordance with the Deed and subsequent negotiation, Ngati Porou and the Minister MUTUALLY AGREE as follows:

1. BILINGUAL STATEMENT OF SPIRITUAL, CULTURAL AND HISTORICAL ASSOCIATION OF NGATI POROU TO THE LAND

TE REO MAORI

A Ko Ngati Porou, te Kaitiaki

Ko Hikurangi te maunga tapu o Ngati Porou. Ko Ngati Porou te kaitieki o Hikurangi Maunga.

B Ko Hikurangi He Ingoa Tahito

Ko tenei ingoa ko Hikurangi no Hawaiki. Kei te waiata a nga tipuna e takoto ana enei kupu mo Hikurangi:

“Haere mai... e piki ki runga o Hikurangi... he ingoa ia no Hawaiki na o Kau i tapa... ko te ara tena i whaia mai e o tipuna, i te Kauika a Tangaroa, te Urunga Tapu o Paikea...”

C Ko Ngati Porou Te Iwi Tuturu

Ko te whanaungatanga o Ngati Porou ki Hikurangi Maunga kei roto i o ratou whakapapa ki a Mauitikitiki-a-Taranga nana nei e hii mai a Hikurangi i te poho o Tangaroa te Atua o te Moana. Ko Nukutaimemeha te waka o Maui, tetahi o nga waka o Ngati Porou, a, ka moemoe nga uri o tenei waka ki nga uri o era atu o nga waka i u mai ki roto i Ngati Porou.

D Ko Hikurangi He Maunga Tapu

He maunga tapu a Hikurangi no te mea he uri no nga atua o te ao Maori, a, kei Hikurangi tonu hoki i te ra nei nga wairua o aua atua; e tapu ana a Hikurangi no te mea e whakahaeretia ana e nga tipuna nga ahuatanga katoa i runga i Hikurangi, a, na ratau ano hoki i whakatapu tena wahi, tena wahi, o te maunga nei; e tapu ana a Hikurangi no te mea i matemate i konei etahi o nga tipuna i roto i nga pakanga o mua; e tapu ana a Hikurangi no te mea ko te kauae o te tipuna o Maui te matau hii ake i te whenua nei i te poho o Tangaroa.

E Hikurangi Te Tipuna

E whai ake nei nga whakahua mo te maunga nei mo Hikurangi, “...to matau tipuna a Hikurangi...” and “...te koroua nei a Hikurangi”. Ko enei whakahua e whakarite ana i a Hikurangi ano nei he tangata. I titotia e tetahi o nga kaitito rangatahi o Ngati Porou tana waiata e whakatangata ana i te maunga nei i roto i enei kupu; “...tu mai ra Hikurangi me to mana rangatira, tenei ahau to mokopuna no te Tairawhiti...”.

F Hikurangi Te Kapata Kai

He kapata kai a Hikurangi mo tana iwi no te mea he tokomaha nga momo kai e hauhaketia ana i nga taha o te maunga nei, i nga ra o mua.

G Ko Hikurangi He Pa Tuwatawata, He Iringa Waka

Nga Ruatapu te korero ki a Paikea kia kawe te iwi ki Hikurangi Maunga kia whai morehu ai i nga tai whakamate a Ruatapu. Anei te pepeha:

"Haere ki Hikurangi Maunga kia whai morehu ai te iwi..."

Ko te tikanga o enei korero e whakarite ana i a Hikurangi ki te pa tuwatawata. Kei nga waiata tahito hoki e korero ana ko Hikurangi *"...te iringa waka o te iwi..."*.

H Ko Hikurangi Me Te Mana O Te Tangata

Ko te mana o te tangata rangatira e whakaritea ana ki nga tohu o Hikurangi. Na Te Aotaki tenei whakarite mo tana tamahine mo Ruataupare, e whakarite ana i tana tamahine ano nei ko te huka e tau ana ki runga i te tihi o Hikurangi, anei e whai ake nei ana kupu whakarite:

"Haere mai ki Hikurangi te Maunga ko tauria e te huka."

Ka kitea te huka i te tihi o Hikurangi ka whakaritea ki nga kakahu o Te Rangitawaea tetahi o nga rangatira o Ngati Porou, anei e whai ake nei aua kupu whakarite:

"E, ka rukuruku e Te Rangitawaea i ana pueru e."

I Ko Hikurangi He Maunga Tu Tonu

Kia Ngati Porou kare ke te mana o Hikurangi e neke, e riro ranei i tetahi atu. Ko tenei mana ka mau tonu ki roto i te rohe potae o Ngati Porou. Kei te whakautu a te rangatira a Te Kani-a-Takirau ki te tono ko a ia hei kingi Maori, e takoto ana ana kupu korero mo te mau tonu o te mana o Hikurangi ki roto ano o Ngati Porou:

"Ehara taku maunga a Maunga Hikurangi i te maunga haere, engari he maunga tu tonu, ko toku kingitanga no tuawhakarere, no te po mai rano no oku matua tipuna."

J Ko Hikurangi Me Ngati Porou He Kotahi

Kei te pepeha e whai ake nei te kotahitanga o Ngati Porou me Hikurangi mai rano:

*"Ko Hikurangi te Maunga
Ko Waiapu te Awa
Ko Ngati Porou te Iwi."*

ENGLISH LANGUAGE TRANSLATION

A Ngati Porou the Guardian

Hikurangi is the sacred Mountain of Ngati Porou. Ngati Porou is the guardian of Hikurangi.

B Hikurangi an Ancient Name

Hikurangi is an ancient name brought from Hawaiki. Its origins are captured in the ancient words of welcome uttered by the ancestors beyond the veil:

"Welcome... and ascend Mt Hikurangi... an ancient name whose origins are from Hawaiki, which was brought here by your elders for this was the pathway followed by your forebears...namely the Kauika of Tangaroa and the sacred pathway of Paikea..."

C Ngati Porou the Indigenous Iwi

Ngati Porou's special relationship with Hikurangi arises out of their descent from Maui-Tikitiki- a-Taranga who fished up Hikurangi from the bosom of Tangaroa, God of the seas. Maui's canoe, Nukutaimemeha, is also the canoe of Ngati Porou, whose descendants have over time intermarried with ancestors from other canoes.

D Hikurangi is Sacred

Hikurangi is sacred because its origins are from the gods whose spirits are ever present with and over the Mountain; its association with the activities of the ancestors in relation to the Mountain and the declaration by them of the sacredness of various places on it; its association with the death of ancestors on the Mountain during times of war; and its association with the jawbone of Maui's grandmother which he used as his fish hook.

E Hikurangi the Ancestor

In the expressions "... Our ancestor Hikurangi..." and "...Hikurangi, the elder...", Hikurangi is talked of as a human being, and an ancestor. In a recent composition by a young Ngati Porou this tradition of personifying the Mountain was contained in the words: "Stand yonder Hikurangi, in all your majesty, for here I am, your descendant, from the Tairawhiti [East Coast of the North Island]".

F Hikurangi the Food Resource

Besides symbolising the mana of his people, Ngati Porou, Hikurangi provided nourishment for them through the many food resources which abounded on its slopes.

G Hikurangi the Fortified Pa and Anchorage

Hikurangi was also a place of refuge. During the Huripureiata incident, involving Rautapu and Paikea, the former told his brother Paikea to take the people to Hikurangi that there be survivors from Rautapu's deadly tidal waves. This is recorded in the saying "Ascend to Hikurangi so that ^{there} ~~there~~ will be survivors...". Hikurangi is seen as a fortified pa or as a refuge for Ngati Porou. It is also recorded in Ngati Porou songs as the "anchor stone" of the canoe, referring to the canoe of Maui, Nukutaimemeha.

H Hikurangi and Mana Tangata

The status of an individual of high rank is often associated with Hikurangi. For example, Te Aotaki talked of the seniority of his daughter Ruataupare by referring to her as the snow capping the peak of Hikurangi when he said, "Come to Hikurangi, the Mountain capped with snow." Similarly, reference is made to the chief, Te Rangitawaea, by referring to the snow on Hikurangi as his chiefly garments, "Behold, Te Rangitawaea displays his chiefly garments."

I Hikurangi Remains Steadfast

In Ngati Porou tradition, the mana of Hikurangi never moves nor can it be usurped. Rather it always remains, and with it remains the mana of Ngati Porou. This view is expressed by the Chief, Te Kani-a-Takirau, when he was asked to be the Maori King and responded:

"My Mountain Hikurangi remains steadfast and never moves, my nobility stems from the never ending beyond, from the darkest night, from my ancestors.."

J Hikurangi / Ngati Porou Synonymous

The long and unique relationship that has existed and continues to exist between Hikurangi and Ngati Porou people, is reflected in the often used tribal saying [pepeha]:

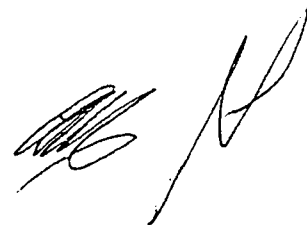
*"Hikurangi is the Mountain
Waiapu is the River
Ngati Porou are the Iwi."*

2. CONSERVATION COVENANT

- 2.1 Conditions (a), (b) and (c) of the Deed have been fulfilled by the completion of a Conservation Covenant which is attached as Annex 1 to this Variation. This Conservation Covenant supersedes Annex 2 of the Deed.

3. EASEMENT

- 3.1 Condition (d) of the Deed has been fulfilled by the completion of an Easement which is attached as Annex 2 to this Variation. This Easement supersedes Annex 3 of the Deed.



4. EXECUTION OF DOCUMENTS

- 4.1 The parties agree that Annex 1 and 2 will be executed at the time of execution of this Variation. However, the parties acknowledge that both documents are subject only to the completion of requisite land survey and the insertion of the proper legal descriptions and survey references.
- 4.2 Upon completion of land survey, the requisite information referred to in clause 4.1 shall with the confirmation of the parties be inserted into the documents.
- 4.3 The parties acknowledge that it is intended that the final form of the documents in Annex 1 and 2 to this Variation will be registered against the respective title(s) to the Land.
- 4.4 Ngati Porou shall execute and do all necessary things required to register Annex 1 and 2 against the respective title/s to the Land.
- 4.5 All costs associated with survey, raising title, Maori Land Court processes, registration and Land Transfer Office processes shall be the responsibility of the Minister.

5. MINISTER'S CONSENT

- 5.1 To avoid doubt, the parties agree to vary condition (e) in the Deed, to read as follows:

(e) Ngati Porou will not, unless agreed in writing between the parties, enter into commercial agreements in relation to the land that are inconsistent with clause 3 of the Conservation Covenant. In the case where agreement of the parties is required, the Minister's consent is limited to ensuring that conservation values associated with the land are protected.

6. JOINT MANAGEMENT COMMITTEE

6.1 The parties agree to waive the requirement of condition (h) in the Deed.

7. HUT PROVISION

7.1 The parties agree to vary the Deed with the inclusion of new conditions (l) and (m) as follows:

(l) The parties acknowledge that there is currently a hut erected by the Gisborne Canoe and Tramping Club situated at grid reference NZMS2604Y 15/548538 on Pakihiroa Station land.

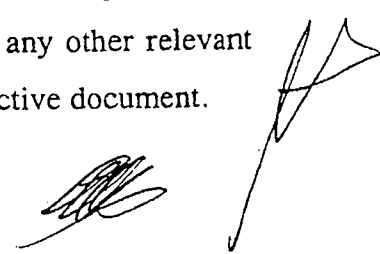
(m) Ngati Porou shall continue to provide, administer, manage and maintain a public accommodation facility at that general locality to the standards and requirements equivalent to the Department of Conservation's classification of "Standard BCA Hut". Ngati Porou shall be entitled to charge members of the public, at their discretion, an accommodation fee comparable to the Department of Conservation's hut fees levied from time to time for that standard of facility.

8. TWENTY-FIVE YEAR REVIEW

8.1 The parties agree to vary the Deed with the inclusion of new conditions (n) and (o) as follows:

(n) The parties may review the purposes, objectives, agreements and operation of Annex 1 and 2 to this Variation at successive intervals of twenty-five (25) years thereafter from the respective date of execution of the document.

(o) On any review of the documents provided for in condition (n), the parties may mutually agree to vary any clause/s of the documents having regard to changed circumstances, performance of either party and any other relevant matter consistent with the purposes provided in the respective document.



9. DISPUTE RESOLUTION

9.1 In the case of dispute between the parties in relation to the Deed and this subsequent Variation, the parties agree that the Dispute Resolution Processes provided in clause 13 of the Conservation Covenant (Annex 1) shall apply.

10. NO OTHER VARIATION

10.1 There are no other variation/s to the Deed other than those provided for herein.

IN WITNESS OF WHICH THIS VARIATION HAS BEEN EXECUTED, this 29th day of August 1999.

THE COMMON SEAL OF)
TE RUNANGA O NGATI POROU)
was hereunto fixed pursuant to a)
resolution of the Runanga and in the)
presence of:)



Chairperson

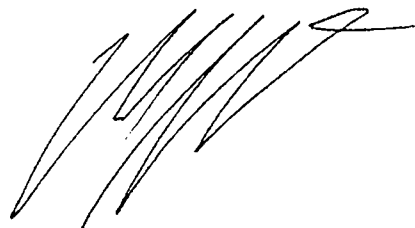
Amehere Hakara Secretary Amehere Hakara

S. J. P. Watts Trust Board Member
SELWYN TANETA PA

Jim Reedy Trust Board Member TAMATI WOTURANGA REED



SIGNED by the Hon Dr Nick Smith,)
MINISTER OF CONSERVATION on)
behalf of the Crown in the presence of:)



Williamson Witness
Williamson Name

GIBBORNE Address

00739

ANNEX 1