

# **Ngāti Apa (North Island) Claims Settlement Bill**

Government Bill

As reported from the Māori Affairs  
Committee

## **Commentary**

### **Recommendation**

The Māori Affairs Committee has examined the Ngāti Apa (North Island) Claims Settlement Bill and recommends that it be passed with the amendments shown.

### **Introduction**

The Ngāti Apa (North Island) Claims Settlement Bill is intended to give effect to certain provisions of the Deed of Settlement that settles the historical claims of Ngāti Apa (North Island).

The amendments we recommend to this bill are minor and technical. They have been agreed to by all parties to the settlement.

## **Cultural redress properties**

### **Change of legal description**

Many of the properties listed in Schedule 2 of the bill have been surveyed since the bill's introduction. We therefore recommend amendments to reflect the updated legal description of these properties.

### **Kauangaroa School**

Concerns were raised by submitters that proper process under Section 40 of the Public Works Act had not been followed regarding the Kauangaroa School, and in particular that the school had not been offered back to the original hapū owners of the land.

Another submission clarified that the land had been offered back to the hapū at the cost of the improvements. The hapū declined to buy it back, preferring to have the school land-banked and gifted as a cultural redress property as part of this settlement.

We recommend no amendment.

### **AgResearch lands**

Schedule 2 of the bill lists the 17 cultural redress properties to be transferred to Ngāti Apa (North Island). However, we were advised that the AgResearch lands property is in fact not yet in the land bank for transfer to Ngāti Apa (North Island). While we are advised that this land will be available in the land bank soon, we expect this matter to be resolved before this bill proceeds through its remaining stages in the House.

## **Other issues**

### **Inclusion of Ngā Wairiki**

We heard from several submitters who felt strongly that Ngā Wairiki should not be included in the Ngāti Apa (North Island) settlement, and should be removed from the settlement and dealt with by the Crown as a separate iwi with its own settlement or as a Whanganui hapū.

We acknowledge that the Crown's position is that Ngā Wairiki are a hapū cluster within Ngāti Apa (North Island), and that it is the

Crown's policy to negotiate settlements with large natural groupings of iwi interests.

We believe that the vast majority of Ngā Wairiki feel that they belong to the iwi of Ngāti Apa (North Island) and that they gave their mandate to Te Rūnanga o Ngāti Apa (North Island). We are further satisfied that the mandating and ratification processes were robust and that the settlement will be enduring.

We note that members of Ngā Wairiki would be entitled to receive benefits from this settlement. We were assured that the rūnanga have "left the door open" for the dissatisfied members of Ngā Wairiki to participate in the post-settlement affairs of the iwi, including elections with respect to the governance entity.

We recommend no amendment.

### **Lismore Hills Forest**

Both Ngāti Apa (North Island) and Whanganui iwi have interests in the Lismore Hills Forest. We heard from submitters who objected to the transfer of 65 percent of Lismore Hills Forest to Ngāti Apa (North Island) on the grounds that there was a stronger Whanganui claim to a portion of the forest offered to Ngāti Apa (North Island).

We understand that adequate time was allowed for the iwi to discuss their respective interests in the forest and try to reach a resolution. Given the number of meetings, and the extensive litigation and its outcome, we do not believe that more time would lead to an agreement.

We recommend no amendment.

### **Fisheries protocol**

We received a submission that raised concern about aspects of the Ngāti Apa (North Island) fisheries protocol extending the Treaty of Waitangi (Fisheries Claims) Deed of Settlement 1992 and in so doing undermining the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992 and the Quota Management System. The submitter was particularly concerned about permits for the taking of small eels, and the protocol extending customary non-commercial fishing rights and offering no protection to existing commercial fishing rights in

relation to the lakes and streams that would vest in Ngāti Apa (North Island).

We consider that the submitter has misinterpreted the protocol. We do not believe that the protocol creates any new rights, exemptions, or privileges for Ngāti Apa (North Island) that are not available to others. The input and participation of iwi in fisheries management is consistent with the Fisheries Act 1996. While Ngāti Apa (North Island) does have the right to apply for special permits for the taking of small eels, any application from the iwi would not be given preferential treatment by the Ministry of Fisheries over any other application. We do not consider that the rights of quota holders are threatened in any way by the protocol, and have been assured that the Ministry of Fisheries supports continuing commercial access to areas transferred in Treaty settlements where the land transferred is held in public use. We recommend no amendment.

## **Appendix**

### **Committee process**

The Ngāti Apa (North Island) Claims Settlement Bill was referred to the committee on 17 November 2009. The closing date for submissions was 15 January 2010. We received and considered 35 submissions from interested groups and individuals. We heard 12 submissions, which included holding a hearing in Marton.

We received advice from the Office of Treaty Settlements and the Ministry of Fisheries.

### **Committee membership**

Hon Tau Henare (Chairperson)

Simon Bridges

Kelvin Davis

Hone Harawira

Hon Parekura Horomia

Paul Quinn

Hon Mita Ririnui

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## **Te Pire Whakataunga i ngā Kerēme a Ngāti Apa (o Te Ika-a-Māui)**

Pire Kāwanatanga

Te pūrongo nā te Komiti mō ngā Take Māori  
i tuhi

### **Ngā Kōrero**

#### **Tūtohutanga**

Kua āta tirohia e te Komiti Whiriwhiri Take Māori te Pire Whakataunga i ngā Kerēme a Ngāti Apa (o Te Ika-a-Māui), ā, ka tūtohu kia whakamanatia me ngā whakatikatika kua oti te whakaatu.

#### **Kupu Whakataki**

Ko tā te Pire Whakataunga i ngā Kerēme a Ngāti Apa (o Te Ika-a-Māui) e mea ana, kia whakamanatia ētahi ake wāhanga o te Whakaaetanga Whakataunga kia tatū ai ngā kerēme hītori a Ngāti Apa (o Te Ika-a-Māui).

He ririki, he hangarau noa ngā whakatikatika ka tūtohungia e mātou mō te pire nei. Kua whakaae ngā rōpū katoa ki te whakataunga.

## **Ngā wāhi whakatika i te ahurea**

### **Te whakarerekē i te whakaaturanga ā-ture**

Kua oti kē te maha o ngā wāhi i whakarārangitia i te pukapuka āpiti e 2 o te pire te rūri i te tūmatanga o te pire. Nā reira, ko ngā whakatikatika ka tūtohungia e mātou ērā e whakahou ana i te whakaaturanga ā-ture o ngā wāhi nei.

### **Kura o Kauangaroa**

Ko ngā māharahara i whakaaratia ake e te hunga whakatakoto tāpaetanga, kāore te hātepe tika i raro Tekiona e 40 o te Ture Mahi Tūmatanui e pā ana ki te Kura o Kauangaroa i whāia, otirā, kāore te kura i tāpaea ki ngā rangatira taketake o te hapū nō rātou te whenua. Ka whakamārama tētahi atu tāpaetanga, kua tāpaea kēngia te whenua ki te hapū e ai ki te utu o ngā whakapaitanga. Kīhai te hapū i hiahia ki te hoko i te whenua i raro i tērā whakaritenga. Ko tā rātou kē i hiahia kia pēke whenuatia te kura, kia kohangia hoki te kura ki a rātou hei wāhi whakatika i te ahurea, ā, hei wāhanga hoki o te whakataunga nei.

Ka tūtohu mātou me kore he whakatikatika.

### **Ngā whenua a AgResearch**

Ka whakarārangi te pukapuka āpiti e 2 o te pire i ngā wāhi whakatika i te ahurea e 17, kia whakawhitia ki a Ngāti Apa (o Te Ika-a-Māui). Hēoi, ko te whakamaherehere ki a mātou, kāore anō ngā whenua a AgResearch kia raua ki roto i te pēke whenua i te wā nei, kia pai ai te whakawhiti ki a Ngāti Apa (o Te Ika-a-Māui). Ahakoa kua tae mai te whakamaherehere ki a mātou, ka wātea mai te whenua nei i te pēke whenua ā kō ake nei. Ko te tūmanako, ka tatū te take nei mua noa atu i te haerenga o te pire nei i ōna wāhanga whakamutunga i te Whare.

## **Ētahi atu take**

### **Te whakaurunga o Ngā Wairiki**

He huhua tonu ngā kaiwhakatakoto tāpaetanga i rongō mātou e whakaputa kaha ana i tō rātou kore whakaae kia whakaurua a Ngā Wairiki ki roto i te whakataunga a Ngāti Apa (o Te Ika-a-Māui), kia



wetea atu rātou i te whakataunga, kia arongia wehengia e te Karauna hei iwi kē atu me tāna ake whakataunga, kia arongia rānei hei hapū kē o Whanganui.

Ka whakaae mātou ki te tūranga o te Karauna, he kāhui hapū a Ngā Wairiki o roto iho i a Ngāti Apa (o Te Ika-a-Māui), ā, ka whakaae hoki ki te kaupapa here o te Karauna mō te whiriwhiri whakataunga i te taha kohinga tāngata he rahi tonu ā rātou pānga iwi.

Ki tō mātou whakapono, ko te whakaaro o te nuinga tonu o Ngā Wairiki nō te iwi o Ngāti Apa (o Te Ika-a-Māui) rātou, ā, nā rātou i hoatu tō rātou mana kōkiri ki Te Rūnanga o Ngāti Apa (o Te Ika-a-Māui). Tua atu hoki, e tino ngata ana mātou ki te tino pūkaha o ngā hātepe mahi whakatūturu, mahi mana kōkiri hoki, ā, ka mau te whakataunga mō ake tonu atu.

Kua kite hoki mātou, ka āhei ngā tāngata o Ngā Wairiki ki te whiwhi i ngā huanga o te whakataunga nei. Ko te āhuru ki a mātou, kua “waiho tuwherangia te tatau” e te Rūnanga mō ngā tāngata kore rata o Ngā Wairiki kia whai wāhi ai i roto i ngā take whakataunga ā-muri o te iwi, tae atu ki ngā pōtitanga mō te hinonga whakahaere.

Ka tūtohu mātou me kore he whakatikatika.

### **Te ngāherehere o Lismore Hills**

He pānga tahi o Ngāti Apa (o Te Ika-a-Māui) me te iwi o Whanganui kei roto i te ngāherehere o Lismore Hills. I rongō taunakitanga mātou i te hunga e whakahē ana ki te whakawhitinga o te ōrau e 65 o te ngāherehere o Lismore Hills ki a Ngāti Apa (o Te Ika-a-Māui). Ko te pūtake o te whakahē, he kaha kē atu te kerēme a Whanganui ki tētahi wāhanga o te ngāhereherei tāpaea ki a Ngāti Apa (o Te Ika-a-Māui). Ki tō mātou mōhio, i rahi rawa atu te wā i hoatu ki te iwi hei matapaki i ō rātau ake pānga i roto i te ngāherehere me te whakatutuki hoki i tētahi whakaotinga. Nā te maha o ngā hui me te whānui hoki o te mahi whakatika hapa me ōna hua i puta, kāore mātou i whakapono mā te hoatu wā kē atu, ka tutuki he whakataunga.

Ka tūtohu mātou me kore he whakatikatika.

### **He kawa haonga ika**

I whiwhi mātou i tētahi tāpaetanga e whakaara māharahara ake ana mō ngā āhuatanga o te kawa haonga ika a Ngāti Apa (o Te Ika-a-

Māui) e whātoro atu ana ki roto i te Whakaaetanga Whakataunga o te Tiriti o Waitangi (mō ngā Kerēme Haonga Ika) o te tau 1992, ā, nā te mahi pērā ka tukitukingia te Ture Whakataunga o te Tiriti o Waitangi (mō ngā Kerēme Haonga Ika) me te Pūnaha Whakahaere Motunga. I te tino māhara rawa atu te kaiwhakatakoto tāpaetanga mō ngā puka tuku mana e pā ana ki te hopu tuna punua, tae atu hoki ki te kawa whakaroa atu i ngā tika mō te haonga ika kore arumoni tukunga iho e pā ana ki ngā roto me ngā manga ka tukua ki a Ngāti Apa (o Te Ika-a-Māui).

Ki a mātou nei, i hē te kapo atu a te kaiwhakatakoto tāpaetanga i te tikanga o te kawa. Kore rawa atu mātou e whakapono, ka hangaia e te kawa he tika hou, he whakawāteatanga, he hōnore hoki mō Ngāti Apa (o Te Ika-a-Māui), otirā, kāore i te wātea ki ētahi atu. He pērā anō te ōrite o te urunga atu me te whai wāhitanga o te iwi mō te whakahaere haonga ika ki ngā whakaritenga o te Ture Haonga Ika o te tau 1996. Ahakoa kāore i a Ngāti Apa (o Te Ika-a-Māui) te tika ki te tono mō ngā puka tuku mana motuhake hopu tuna punua, kāore āna tono e whakaarohia e Te Tautiaki i nga tini a Tangaroa i mua atu i ngā tono a ētahi atu iwi. Ki a mātou nei, kāore ngā tika o te hunga pupuri motunga i te whakawetia e te kawa, ahakoa aha, ā, kua whakatūturu mai Te Tautiaki i nga tini a Tangaroa, ka haere tonu tōna tautoko i te urunga arumoni ki ngā takiwā i whakawhitia i roto i ngā whakataunga Tiriti, otirā, mehemea kei te puria te whenua i whakawhitia hei mahinga mā te marea.

Ka tūtohu mātou me kore he whakatikatika.

## **Tāpiritanga**

### **Hātepe komiti**

I tonoa te Pire Whakataunga i ngā Kerēme a Ngāti Apa (o Te Ika-a-Māui) ki te komiti i te 17 o Whiringi-ā-rangi 2009. Ko te 15 o Kohitātea i te tau 2010 te rā i kati ai ngā tāpaetanga. E 35 ngā tāpaetanga i whiwhi, i whakaaroarohia hoki e mātou. Nā ngā kohinga whai pānga me te hunga takitahi whai pānga aua tāpaetanga. E 12 ngā tāpaetanga i kōrerotia ā-wahatia mai ki a mātou i tētahi whakawātanga i tū ki Marton.

I whiwhi whakamaherehere hoki mātou. Nā te Tari Whakatau Take e pā ana ki te Tiriti o Waitangi me Te Tautiaki i nga tini a Tangaroa i hōmai.

### **Ko ngā mema o te komiti, ko**

Hōnore Tau Hēnare (Heamana)

Simon Bridges

Kelvin Davis

Hone Harawira

Hōnore Parekura Horomia

Paul Quinn

Hōnore Mita Ririnui

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Ngāti Apa (North Island) Claims  
Settlement Bill

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**Key to symbols used in reprinted bill**

**As reported from a select committee**

text inserted unanimously

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*Hon Christopher Finlayson*

# **Ngāti Apa (North Island) Claims Settlement Bill**

Government Bill

## **Contents**

		Page
	Preamble	5
1	Title	17
2	Commencement	17
<b>Part 1</b>		
<b>Purpose of Act, acknowledgements and apology, interpretation provisions, settlement of historical claims, and miscellaneous matters</b>		
Subpart 1—Purpose of Act		
3	Purpose	18
4	Act binds the Crown	18
5	Outline	18
<i>Acknowledgements and apology</i>		
6	Acknowledgements and apology	20
7	Text of acknowledgements	20
8	Text of apology	21
Subpart 2—Interpretation		
9	Interpretation of Act generally	22
10	Interpretation	22
11	Meaning of Ngāti Apa (North Island)	29
12	Meaning of historical claims	30

**Ngāti Apa (North Island) Claims  
Settlement Bill**

---

	Subpart 3—Settlement of historical claims	
	<i>Historical claims settled and jurisdiction of courts, etc, removed</i>	
13	Settlement of historical claims final	31
	<i>Amendment to Treaty of Waitangi Act 1975</i>	
14	Amendment to Treaty of Waitangi Act 1975	32
	<i>Protections no longer apply</i>	
15	Certain enactments do not apply	32
16	Removal of memorials	32
	Subpart 4—Miscellaneous matters	
	<i>Perpetuities</i>	
17	Rule against perpetuities does not apply	33
	<i>Timing of actions or matters</i>	
18	Timing of actions or matters	34
	<i>Access to deed of settlement</i>	
19	Access to deed of settlement	34
	<b>Part 2</b>	
	<b>Cultural redress</b>	
	Subpart 1—Protocols	
	<i>General provisions</i>	
20	Authority to issue, amend, or cancel protocols	34
21	Protocols subject to rights, functions, and obligations	35
22	Enforceability of protocols	35
23	Limitation of rights	36
	<i>DOC protocol</i>	
24	Noting and effect of DOC protocol	36
	<i>Fisheries protocol</i>	
25	Noting and effect of fisheries protocol	36
	<i>Taonga tūturu protocol</i>	
26	Effect of taonga tūturu protocol	37



**Ngāti Apa (North Island) Claims  
Settlement Bill**

---

Subpart 2—Statutory acknowledgement and deeds of recognition		
<i>Statutory acknowledgement</i>		
27	Statutory acknowledgement by the Crown	37
28	Purposes of statutory acknowledgement	37
29	Relevant consent authorities to have regard to statutory acknowledgement	38
30	Environment Court to have regard to statutory acknowledgement	38
31	Historic Places Trust and Environment Court to have regard to statutory acknowledgement	38
32	Recording statutory acknowledgement on statutory plans	39
33	Distribution of resource consent applications to trustees	39
34	Use of statutory acknowledgement	40
35	Application of statutory acknowledgement to river or stream	41
<i>Deeds of recognition</i>		
36	Authorisation to enter into and amend deeds of recognition	41
<i>General provisions</i>		
37	Exercise of powers and performance of duties and functions	42
38	Rights not affected	42
39	Limitation of rights	42
<i>Amendment to Resource Management Act 1991</i>		
40	Amendment to Resource Management Act 1991	42
Subpart 3—The Crown not prevented from providing other similar redress		
41	The Crown not prevented from providing other similar redress	43
Subpart 4—Cultural redress properties		
42	Interpretation	43
<i>Sites vesting in fee simple</i>		
43	Papakainga properties vest in fee simple	44
44	Pukepuke Lagoon House site	44
45	Waimahora Stream site	45
46	Lake Hickson site	45

**Ngāti Apa (North Island) Claims  
Settlement Bill**

---

47	Lake William site	46
48	Ruatangata site	46
49	Lake Ngaruru site	46
	<i>Sites vesting in fee simple to be administered as scenic reserve</i>	
50	Lake Koitiata site	47
51	Mōtū Karaka	48
52	Pākiki	48
	<i>Site vesting in fee simple to be administered as recreation reserve</i>	
53	Marton Golf Course	49
	<i>Sites vesting in fee simple to be controlled and managed by local authority</i>	
54	Pakapakatea	49
55	Waitapu	50
	Subpart 5—General provisions relating to vesting of cultural redress properties	
56	Properties vest subject to, or together with, encumbrances	50
57	Registration of ownership	50
58	Application of Part 4A of Conservation Act 1987	52
59	Recording application of Part 4A of Conservation Act 1987 and sections of this Act	52
60	Application of Reserves Act 1977 to reserve sites	53
61	Subsequent transfer of reserve land	54
62	Application of other enactments	55
63	Application of certain payments	56
	Subpart 6—Place names	
64	Interpretation	56
65	New official geographic name	56
66	Publication of new official geographic name	57
67	Alteration of new official geographic name	57
68	When new official geographic name takes effect	57
69	New reserve name	57

**Part 3**

**Commercial redress**

	Subpart 1—Transfer of commercial redress properties	
70	Transfer of commercial redress properties	57

**Ngāti Apa (North Island) Claims  
Settlement Bill**

Preamble

---

71	Registrar-General to create computer freehold register for deferred selection property	58
72	Registrar-General to create computer freehold registers for Whanganui (Kaitoke) Prison	58
73	Registrar-General to create computer freehold register for land subject to single Crown forestry licence	59
74	Authorised person may grant covenant for later creation of computer freehold register	59
75	Application of other enactments	60
	Subpart 2—Settlement licensed land	
76	Settlement licensed land ceases to be Crown forest land	60
77	Trustees confirmed beneficiaries and licensors in relation to settlement licensed land	61
78	Effect of transfer of settlement licensed land	61
79	Public access to settlement licensed land	62
80	Public right of way easement may be granted	63
	Subpart 3—Unlicensed Crown forest land	
81	Unlicensed Crown forest land	63
	Subpart 4—Access to protected sites	
82	Meaning of protected site	64
83	Right of access to protected site	64
84	Right of access subject to Crown forestry licence	65
85	Registrar-General must note right of access	65
86	Limitations on application of subpart	66
	<b>Schedule 1</b>	67
	<b>Statutory areas</b>	
	<b>Schedule 2</b>	68
	<b>Cultural redress properties</b>	

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**Preamble**

*Background*

- (1) The Treaty of Waitangi was signed in 1840. The terms of the Treaty of Waitangi in English and Māori are set out in Schedule 1 of the Treaty of Waitangi Act 1975:
- (2) Recitals (3) to (40) of this Preamble present, in summary form, the background to the Ngāti Apa (North Island) histor- 5

ical claims and the historical account that are set out in the Deed of Settlement entered into by Ngāti Apa (North Island) and the Crown:

*Early engagement, 1840–1848*

- (3) At 1840, Ngāti Apa (North Island) in the Rangitikei–Manawatū area had land interests stretching from Mōtū Karaka (about midway between the Whanganui and Whangaehu Rivers) south to Omarupapako (just north of the Manawatū River) and inland to the upper Rangitikei area. A number of neighbouring iwi also had interests in parts of this area. In the 1820s and 1830s, Ngāti Apa (North Island) and neighbouring iwi had experienced disruption as a result of movement by other tribes into and through their area during the musket wars. During the 1840s, Ngāti Apa (North Island) sought to obtain the material benefits that European settlement could bring by entering into land transactions and establishing a close relationship with the Crown:
- (4) The first major engagement between Ngāti Apa (North Island) and the Crown took place on 21 May 1840, when 3 members of Ngāti Apa (North Island) signed the Treaty of Waitangi at Tawhirihoē pā, a Ngāti Apa kainga near the mouth of the Rangitikei River:
- (5) Governor Hobson had promised, both when he arrived in New Zealand and during the Treaty debates, that the Crown would inquire into all existing land transactions between Māori and Pākehā settlers, and that any lands unjustly held would be returned to Māori. In 1839–1840, the New Zealand Company, which was formed to bring settlers to New Zealand, entered into a transaction to acquire a large area of land in the Whanganui region from local Māori. This purported purchase covered part of Ngāti Apa (North Island)’s tribal area, but they were not involved in the transaction:
- (6) In 1842, the New Zealand Company registered with the Government a claim for a smaller area, including part of Ngāti Apa (North Island)’s tribal area. The Crown appointed Land Claims Commissioner William Spain to begin investigating the Company’s Whanganui claim and make recommendations. Spain concluded in 1844 that a partial purchase had been made, and recommended that the Company be awarded

a block of 40 000-acres, which included some of Ngāti Apa (North Island)’s land interests. He recommended that Māori be paid £1,000 to complete the transaction. Spain was aware that Ngāti Apa (North Island) potentially had interests in the Whanganui block, but there is no record of how he considered their interests, and he did not recognise these in his final report: 5

- (7) In 1846, the Crown attempted to complete the purchase of the Whanganui block in order to secure land for European settlement. Police Inspector Donald McLean, who was appointed to assist with the Whanganui negotiations, noted that it was “most astonishing” that William Spain and his staff had not reported that Ngāti Apa (North Island) had considerable interests in this block, and thought Ngāti Apa (North Island) would “require a large payment” for their interests. After meeting with Ngāti Apa (North Island) at Whangaehu, McLean noted that the rangatira Aperahama Tipae was “most indignant” at not having been consulted during previous attempts to purchase the land. Nevertheless, he negotiated hard with Ngāti Apa (North Island) to secure their consent to the Whanganui purchase in return for a small share of the payment Spain had recommended be made to Māori for their land. McLean described the land in which Ngāti Apa (North Island) had interests as “containing the finest land in the whole district”. He wrote in his diary that he was “unusually independent” with Ngāti Apa (North Island) in his approach to negotiating with them. However, the purchase was not completed in 1846 after negotiations with another iwi broke down: 10 15 20 25

- (8) In 1848, McLean completed the Whanganui purchase. Despite Spain’s recommendation to the Crown that it pay Māori £1,000 for 40 000-acres, McLean negotiated the sale of a larger 86 200 acre area at the same price of £1,000. Ngāti Apa (North Island) were allocated £100 of the purchase money. Three reserves were set aside for Ngāti Apa (North Island), including over 2 200-acres at Waikupa and 2 smaller reserves at Te Marangai and Omanaia: 30 35

*Rangitikei–Turakina transaction, 1849*

- (9) Ngāti Apa (North Island) negotiated a number of informal lease arrangements with Pākeha settlers from the mid-1840s,

**Ngāti Apa (North Island) Claims  
Settlement Bill**

Preamble

---

including several south of the Rangitikei River. In 1848, during the negotiations over the Whanganui purchase, Ngāti Apa (North Island) offered a large area of land in the Whangaehu and Turakina districts to the Crown. Ngāti Apa (North Island) rangatira spoke of a desire to form close relationships with European settlers. In September 1848, Aperahama Tipae wrote to Governor Grey asking that “there be many Pākeha for me, a multitude, so that my kainga be full”. Similarly, the prominent Ngāti Apa (North Island) rangatira Kawana Te Hakeke stated that his considerations in offering to sell land were the same as those of his elders before him, namely to ensure the security and nurturing of his people:

- (10) The Government was eager to purchase land in this area to open it up for settlement and pastoral development, exercising its right of pre-emption under the Treaty of Waitangi. It also wanted to extend British influence among Māori in this area, and to cultivate allies among the leading chiefs along the west coast of the lower North Island:
- (11) In January 1849, Donald McLean, who was now a Crown purchase agent, began negotiations with Ngāti Apa (North Island) for the acquisition of land between the Rangitikei and Whangaehu rivers. McLean and Ngāti Apa (North Island) met frequently over a period of more than 3 months. The precise content of these discussions is unclear. The only written record of negotiations is the diary kept by McLean at the time. There was some debate over the extent of land to be included in the purchase. In April 1849, when McLean travelled to Mangawhero on the northern banks of the Whangaehu River, Ngāti Apa (North Island) accompanied him as he laid down the purchase boundary to include “all the land worth acquiring in the neighbourhood”. A deed was signed for the Rangitikei–Turakina block on 15 May 1849. The deed described the inland boundary as extending as far inland as Ngāti Apa’s interior claims extended. The precise delineation of the boundary on the ground was not finally settled between the Government, Ngāti Apa (North Island), and other iwi until 1850. The deed covered almost 260 000-acres between the Rangitikei River and Mōtū Karaka, on the northern side of the Whangaehu

River. The deed set aside several land reserves for Ngāti Apa (North Island), totalling approximately 38 000-acres:

- (12) The parties agreed on a price of £2,500 for the block (a little under 2 pence per acre). The Crown’s land purchase policy at the time was generally to acquire land as cheaply as possible, in the belief that Māori would reap substantial economic advantages from the growth of European settlement around them. Crown agents frequently used this argument to encourage Māori to sell land cheaply. The Government intended to use its profits from the onsale of land to promote European settlement, finance infrastructure, and provide some direct benefits to Māori. Such expenditure would form the “real payments for their lands”. Although the purchase price of £2,500 was much lower than Ngāti Apa (North Island)’s initial request for this land, Ngāti Apa (North Island) agreed to the transaction because they wished to obtain various benefits from the establishment of a European settlement in their vicinity, including peace, protection, and prosperity. In March 1849, one rangatira said, “We have married our land to the Europeans and entirely given our greatest property to the Europeans”:
- (13) In the negotiations over reserves, some Ngāti Apa (North Island) asked for reserves relating to hapū land holdings. McLean did not agree to all of the reserves that Ngāti Apa (North Island) hapū initially asked for, some of which he described as “extravagant” and “unnecessary”. Instead, he negotiated for the creation of a large reserve of around 35 000-acres between the Whangaehu and Turakina rivers. This area would be set aside as “a place for all the members of the Ngātiapa tribe to collect and settle on”. As such, it was not solely intended for those hapū who had previously occupied the area. Traditionally, hapū derived rights to land in a number of ways, including ancestral association and occupation. The tribal reserve agreed to in the deed changed Ngāti Apa (North Island)’s previous land-holding arrangements, effectively requiring some sections of Ngāti Apa to accept members of other hapū onto their customary lands. McLean reported to his superiors that the size and location of the Whangaehu–Turakina reserve would make it sufficient

and desirable for the eventual settlement of the whole tribe. He later advised that any alienation of this land by way of leases to European farmers would seriously injure their future welfare and prosperity:

- (14) Two smaller reserves were set aside near Ngāti Apa (North Island) kainga at Parewanui and Turakina, of 1 600 and 900-acres respectively. It is unclear whether these reserves were intended to be hapū reserves, with ownership based on ancestry and occupation, or tribal reserves for the general benefit of all Ngāti Apa (North Island), like the Whangaehu–Turakina lands. The deed also established a reserve at the small spot where Te Kawana Hakeke was buried, and provided for Ngāti Apa (North Island) to “fish and take eels from the lagoons and other places that have not been (are not) drained by the Europeans”. McLean promised verbally during the negotiations that Ngāti Apa (North Island) could continue bird snaring on the land they had sold so long as this did not interfere with the operations of the settlers:
- (15) Ngāti Apa (North Island) and the Crown viewed the Rangitikei–Turakina transaction as important not only for the transfer of land, but also for the forming of new political relationships and the future development of Ngāti Apa (North Island). At the signing of the deed, Aperahama Tipae stated that Ngāti Apa (North Island) would look up to the Governors as their guardians, and were now closely united with Europeans as their friends. McLean’s official report of the deed signing described Ngāti Apa (North Island) as “a rude, uncultivated race, whose improvement as a tribe has hitherto been much neglected”. While he predicted that settlers would encounter initial difficulties with the tribe, McLean thought the “increasing knowledge” and improved circumstances of Ngāti Apa (North Island) following from the cession of their land and their contact with settlers would “soon bring about a perfectly amicable understanding between them and the settler population”. Ngāti Apa (North Island) subsequently spent £800 of the purchase money on agricultural implements, livestock, and clothing. In 1851, McLean noted that they were living on “most friendly terms with their English neighbours”. The following year, when the final instalment of purchase money was paid for



the block, Ngāti Apa (North Island) signed a deed receipt in which they promised to “fully unite with and protect the Europeans who are living with us on our lands”. In 1854, Ngāti Apa (North Island) rangatira presented prized mere and other taonga to a missionary to give to the Queen as a symbol of their loyalty to the Crown: 5

*Ngāti Apa (North Island)–Crown relationship, 1850–1866*

- (16) Ngāti Apa (North Island) did not take part directly in any further land transactions with the Crown in the 1850s. In 1859, they were gifted part of the purchase money from a transaction between the Crown and another iwi for the Awahou block, on the southern boundary of their tribal area: 10
- (17) Ngāti Apa (North Island) were mostly supportive of the settler Government during the 1860s, by which time tension over Crown land purchasing was widespread amongst North Island Māori. In 1860, members of Ngāti Apa (North Island) spoke in support of the Governor at the Kohimarama Conference, a large gathering at which Crown and iwi representatives met to discuss issues relating to land sales, law and order, and the Treaty of Waitangi. Kawana Hunia and some of his Rangitikei followers supported the Kingitanga in the early 1860s. However, this chief and 61 Ngāti Apa (North Island) fought alongside Crown forces in the New Zealand Wars in 1865: 15 20
- (18) From the mid-1860s, there were strong disputes among iwi of the Rangitikei–Manawatū region in relation to leasing revenues, and the nature of the land interests held by the various groups. In 1866, the iwi agreed to resolve these disputes by selling the land between the Rangitikei and Manawatū rivers to the Crown. The Crown paid £25,000 for this 241 000-acre block, with £10,000 going to Ngāti Apa (North Island). Ngāti Apa (North Island) received 4 000 of the approximately 24 000-acres of land reserves set aside in this transaction. They later protested, in 1899, that they had wanted to reserve a larger portion of the block: 25 30
- (19) Once again, at the signing of the purchase deed, Ngāti Apa (North Island) affirmed their desire for positive relationships with settlers and their loyalty to the Crown. The Rangitikei–Manawatū transaction was specifically excluded from 35

new native land laws introduced by the Crown in the early 1860s:

*Introduction of native land laws*

(20) Under the Native Land Acts of 1862 and 1865, the Crown established the Native Land Court to determine the owners of Māori land “according to Native Custom” and to convert customary title into title derived from the Crown. The Native Land Acts also set aside the Crown’s pre-emptive right of land purchase, to give individual Māori named as owners by the Court the same rights as Pākeha to lease and sell their lands to private parties as well as the Crown: 5 10

(21) The Native Land Acts introduced a significant change to the native land tenure system. Customary tenure was able to accommodate the multiple and overlapping interests of different iwi and hapū to the same piece of land. The Court was not designed to accommodate the complex and fluid customary land usages of Māori within its processes, because it assigned permanent ownership. In addition, land rights under customary tenure were generally communal but the new land laws gave land rights to individuals: 15 20

*Status of Ngāti Apa (North Island) reserves from the Rangitikei–Turakina transaction*

(22) From 1867, members of Ngāti Apa (North Island) sought titles for their reserves from the Rangitikei–Turakina purchase through the Native Land Court. The Crown and Ngāti Apa (North Island) had agreed in the 1849 deed that the 35 000 acre reserve between the Whangaehu and Turakina rivers was to be “for all the members of the Ngātiapa tribe to collect and settle on”: 25

(23) The first reserve block to come before the Native Land Court was decided on the basis of the 1849 deed. This was the 8 650 acre Ruatangata block, which the Court, in 1867, awarded to Aperahama Tipae in trust for all of Ngāti Apa (North Island). However, in the years that followed the Court began awarding title to blocks from within the general reserve to hapū and individuals who could demonstrate ancestral and customary interests in the area. In practice, this meant that many Ngāti Apa 30 35

(North Island) from south of the Whangaehu–Turakina area were excluded from ownership of the tribal reserve lands:

- (24) Over the next 2 decades there was considerable tension within Ngāti Apa (North Island) over the basis on which the Court was awarding title to the reserves. Some relied on the provision in the 1849 deed that the Whangaehu–Turakina lands were to be a tribal reserve, while others sought titles based on their ancestral and occupation interests in the block: 5
- (25) The Native Reserves Act 1873 introduced a new regime over lands reserved from Crown purchases. This led to doubt about whether the Native Land Court continued to have jurisdiction to investigate title to the reserves. As a result, the Native Land Court referred the question of jurisdiction over the Maputahi No 2 block to the Supreme Court. In February 1882, the Supreme Court ruled that Maputahi No 2 and other blocks in the Whangaehu–Turakina Reserve were outside the jurisdiction of the Native Land Court. Some Ngāti Apa (North Island) then petitioned Parliament to overturn this decision, while at least one Ngāti Apa (North Island) rangatira urged the Government to uphold the Court’s ruling in order to maintain the tribal reserve: 10 15 20
- (26) In September 1882, within months of the Supreme Court decision, Parliament passed urgent legislation to place the Whangaehu–Turakina Reserve within the Native Land Court’s jurisdiction. Ngāti Apa (North Island) reserves at Parewanui and Turakina were given similar status. The Native Land Court awarded all subsequent titles to the Ngāti Apa (North Island) reserves on the basis of ancestry and occupation, in spite of continued protest from sections of Ngāti Apa (North Island) about the provisions of the 1849 deed: 25 30
- (27) During the 1870s, some members of Ngāti Apa (North Island) began to show concern about the sale of reserve lands. In 1871, members of Ngāti Apa (North Island) resolved to permanently set aside a large tract of land between the Whanganui and Turakina rivers as a safeguard against future landlessness. Five years later, in 1876, Ngāti Apa (North Island) rangatira Aperahama Tahunuiarangi petitioned Parliament about the insufficiency of the reserves created for him and his tribe as a result of earlier Crown purchases. Parliament took no action. 35

Despite the concerns of Tahunuiarangi and others the reserve lands of Ngāti Apa (North Island) began to be gradually alienated from the 1870s. In 1908, the Stout–Ngata Commission recommended that the remaining land in the Whangaehu–Turakina reserve, as well as Māori land within the original Rangitikei–Turakina block, be reserved for Māori occupation. However, the majority of this land was alienated before 1920 and more still by the mid-20th century:

*General impact of native land laws, 1867–1909*

- (28) Native Land Court hearings sometimes resulted in significant financial and social costs for Māori communities. In some cases, survey charges and other costs involved in securing title through the Native Land Court were considerable. There were some instances after 1872 of Ngāti Apa (North Island) incurring considerable accommodation, food, and legal costs attending hearings which were sometimes held outside their tribal area. Ngāti Apa (North Island) also sometimes experienced hardships relating to cold, hunger, disease, and alcohol:
- (29) There was opposition within Ngāti Apa (North Island) to the operation of the Native Land Court as well as to the alienation of their lands. In the 1870s, some Ngāti Apa (North Island) joined the Hawke’s Bay-based Repudiation Movement. At a Repudiation Movement hui at Pakowhai in 1876, several Ngāti Apa (North Island) chiefs called for the abolition of the Native Land Court and an end to land sales. Ngāti Apa (North Island) also demonstrated a desire to settle land disputes among their own tribal komiti (committees) and for their decisions to be supported by the Government. Komiti, such as Te Rūnanga o Ngāti Apa, had earlier succeeded in balancing competing interests and settling disputes in regards to some Ngāti Apa (North Island) lands before they came before the Native Land Court. While some awards reflected decisions that had been made within Ngāti Apa (North Island), the Court did not always take into account the wishes of komiti, especially if there were objections by others to the komiti’s submissions:
- (30) Ngāti Apa (North Island) were not always awarded title to the lands they claimed. In 1879, Ngāti Apa (North Island) disagreed with the Court’s decision to exclude them from the title to the 104 000-acre Otamakapua block. Native land legisla-

tion at this time did not provide for an appellate court but did provide for Māori who disagreed with a court finding to apply to the Government to order a rehearing. Consequently, Ngāti Apa (North Island) applied to the Government for a rehearing. One of the judges who heard the original title application wrote a memorandum for the Chief Judge of the Native Land Court, recommending that the application be rejected. The Chief Judge passed the memorandum on to the Government and endorsed the advice within it. The Minister of Native Affairs concurred with this advice. In 1885, the Chief Judge told Parliament’s Native Affairs Committee that he regarded the lack of an appellate court as an imperfection in the native land laws. An appellate court was not established until 1894:

- (31) The rules of succession as applied by the Court saw an increasing number of individuals placed on titles to increasingly fragmented blocks. Native Land Court awards were made in the names of individuals, and while Ngāti Apa (North Island) managed to retain some of the land blocks awarded to them, over time interests in land were often individualised and partitioned. Crowded titles, indebtedness, and the difficulties of accessing development capital may have left some owners with few other options but to sell:

*Alienation of land, 1867–1909*

- (32) In addition to sales of some Ngāti Apa (North Island) reserves, almost 140 000-acres of Ngāti Apa (North Island) lands were alienated to the Crown or settlers between 1867 and 1909. Crown purchases accounted for 73% of the land alienation in this period, including 2 transactions that totalled in excess of 75 000-acres. The Government’s method of negotiating for land before 1879 frequently involved the payment of advances to Māori prior to determination of title:
- (33) In November 1899, over 200 members of Ngāti Apa (North Island) hosted a meeting with Premier Richard Seddon and other Government ministers at Turakina. Ngāti Apa (North Island) told Seddon that, despite the provision in the 1849 deed that their fishing rights would cease if their fisheries were drained by settlers, their parents had not appreciated that such things could be affected. They also told Seddon that they had not understood that the Europeans were capable of felling their

forests. Ngāti Apa (North Island) asked for the remaining lakes and swamps to be reserved, and also requested compensation for the previous drainages:

- (34) Ngāti Apa (North Island) argued in their meeting with Seddon that the lands they had sold to the Crown were fertile, valuable, and yielded considerable taxes and profit to the Government. They asked Seddon to pass an Act to restrict the remaining Ngāti Apa (North Island) lands from being sold, mortgaged, or seized for debt, in order to prevent the iwi from becoming landless. No such legislation was passed: 5  
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*Twentieth century*

- (35) Ngāti Apa (North Island) lands continued to be alienated in the 20th century. Following the passage of the Native Land Act 1909, which removed all alienation restrictions on land titles awarded by the Native Land Court, the Aotea Māori Land Board approved individuals' requests to sell their land. Some of these sales were prompted by the accumulation of debt: 15

- (36) In 1907, some Ngāti Apa (North Island) gifted 2-acres of land at Kauangaroa to the Crown for the establishment of a native school. A school was not established at the site until 1929, despite numerous requests from Ngāti Apa (North Island) in the intervening period: 20

- (37) In the early 20th century, many Ngāti Apa (North Island) were attracted to spiritual leaders and movements. The first of these leaders was the Ngāti Apa (North Island) spiritual healer and prophetess Mere Rikiriki. Her followers showed concerns about their loss of land and mana. Following the First World War, many of Ngāti Apa were also drawn to the spiritual and political leader Tahupotiki Wiremu Ratana, whose tribal origins included Ngāti Apa (North Island). From the early 1920s, the Ratana Movement began campaigning for pan-tribal political objectives, including the ratification of the Treaty of Waitangi. Ratana and his followers took their concerns across the world. In 1924, Ratana and a number of his followers, including some Ngāti Apa (North Island), attempted to present a petition to King George V of Great Britain, but they were refused an audience: 25  
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- (38) From the 1920s, the Government sought to assist Māori to develop their remaining lands into viable economic units. A development scheme was created in 1937 for Ngāti Apa (North Island) lands near the Whangaehu River, but the scheme was wound up in the early 1950s, encumbered with debt: 5
- (39) After World War II, many members of Ngāti Apa (North Island) moved away from their tribal lands to urban areas, part of a national trend in which economic opportunities appeared to be better in urban areas than in rural areas. In 1962, the Department of Māori Affairs was “pursuing a policy of providing housing in ~~Wanganui~~ Whanganui and evacuating families from Kauangaroa”. The department was trying to encourage Māori to move from remote rural areas to urban districts where more employment and better social amenities existed: 10
- (40) Over the second half of the 20th century, Ngāti Apa (North Island) became even more disconnected from their tribal lands. The last house in Ngāti Apa (North Island)’s traditional kainga at Parewanui was demolished in the 1960s. One rangatira was to remark around the same time that Ngāti Apa (North Island) was “practically landless”. Today, Ngāti Apa (North Island) own less than 1% of their traditional lands: 20

**The Parliament of New Zealand therefore enacts as follows:**

**1 Title**

This Act is the Ngāti Apa (North Island) Claims Settlement Act **2009**.

25

**2 Commencement**

This Act comes into force on the day after the date on which it receives the Royal assent.

<b>Part 1</b>		
<b>Purpose of Act, acknowledgements and apology, interpretation provisions, settlement of historical claims, and miscellaneous matters</b>		5
Subpart 1—Purpose of Act		
<b>3</b>	<b>Purpose</b> The purpose of this Act is—	
	(a) to record the acknowledgements and the apology offered by the Crown to Ngāti Apa (North Island) in the deed of settlement dated 8 October 2008 and signed by—	10
	(i) the Minister in Charge of Treaty of Waitangi Negotiations, the Honourable Dr Michael Cullen, the Minister of Māori Affairs, the Honourable Parekura Horomia, and the Associate Minister in Charge of Treaty of Waitangi Negotiations, the Honourable Mita Ririnui for the Crown; and	15
	(ii) Lillian Ruihi Manawaroa Te Aweawe, Ropata Te Hina, Arikihanara Mare Mare, and Mariana Shenton for Ngāti Apa (North Island); and	20
	(b) to give effect to certain provisions of the deed of settlement, which is a deed that settles the Ngāti Apa (North Island) historical claims.	
<b>4</b>	<b>Act binds the Crown</b> This Act binds the Crown.	25
<b>5</b>	<b>Outline</b>	
	(1) This section is a guide to the overall scheme and effect of this Act, but does not affect the interpretation or application of the other provisions of this Act or of the deed of settlement.	30
	(2) The preamble sets out the historical account given in Part 2 of the deed of settlement.	
	(3) This Part—	
	(a) sets out the purpose of this Act, records the acknowledgements and apology given by the Crown to Ngāti	35



- Apa (North Island) in the deed of settlement, and specifies that the Act binds the Crown; and
- (b) defines terms used in this Act, including key terms such as Ngāti Apa (North Island) and historical claims; and
  - (c) provides that the settlement of the historical claims is final; and 5
  - (d) provides for—
    - (i) the effect of the settlement on the jurisdiction of a court, tribunal, or other judicial body in respect of the historical claims; and 10
    - (ii) consequential amendments to the Treaty of Waitangi Act 1975; and
    - (iii) the effect of the settlement on certain memorials; and
    - (iv) the exclusion of the law against perpetuities, the timing of actions or matters provided for in this Act, and access to the deed of settlement. 15
- (4) **Part 2** provides for cultural redress, including—
- (a) protocols to be issued to the trustees by the Minister of Conservation, the Minister of Fisheries, and the Minister for Arts, Culture and Heritage; and 20
  - (b) an acknowledgement by the Crown of the statements made by Ngāti Apa (North Island) of their cultural, spiritual, historical, and traditional association with 9 statutory areas, and the effect of that acknowledgement; and 25
  - (c) deeds of recognition between the Crown and the trustees; and
  - (d) the vesting in the trustees of the fee simple estate in 17 cultural redress properties and subsequent management arrangements in relation to various sites; and 30
  - (e) the alteration of place names.
- (5) **Part 3** provides for commercial redress, including the transfer of the settlement licensed land and public access to wāhi tapu sites on that land.
- (6) There are 2 schedules that— 35
- (a) describe the 9 statutory areas to which the statutory acknowledgement relates:
  - (b) describe the 17 cultural redress properties.

*Acknowledgements and apology***6 Acknowledgements and apology**

**Sections 7 and 8** record the acknowledgements and the apology offered by the Crown to Ngāti Apa (North Island) in the deed of settlement.

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**7 Text of acknowledgements**

The text of the acknowledgements made by the Crown as set out in the deed of settlement is as follows:

The Crown acknowledges that—

- (a) Ngāti Apa (North Island) have been raising grievances with the Crown for over a hundred years: 10
- (b) it has failed to deal with the longstanding grievances of Ngāti Apa (North Island) in an appropriate way and that recognition of the grievances of Ngāti Apa (North Island) is long overdue: 15
- (c) from 1848 the Crown purchased over 400 000 acres of land in which Ngāti Apa (North Island) held interests:
- (d) through these land transactions, Ngāti Apa (North Island) endeavoured to establish a relationship with the Crown, and that Ngāti Apa (North Island) sought subsequently to strengthen this relationship by expressing loyalty to the Crown: 20
- (e) the 1849 Rangitikei–Turakina purchase stated that lands between the Whangaehu and Turakina Rivers (approximately 35 000 acres) would be reserved for all of Ngāti Apa (North Island) to collect and settle on. Later native land legislation enabled these reserved lands to pass through the Native Land Court, which awarded land interests to individuals rather than to all the tribe, excluding many Ngāti Apa (North Island) from ownership of the tribal reserve lands. The Crown’s failure to ensure that the arrangements recorded in the 1849 deed were given effect was a breach of the Treaty of Waitangi and its principles: 25
- (f) over 100 000 acres of land in which Ngāti Apa (North Island) held interests was subject to native land laws introduced in the 1860s, in addition to reserves from the Rangitikei–Turakina purchase. The operation and 35

impact of the native land laws, in particular the awarding of land to individual Ngāti Apa (North Island) rather than to iwi or hapū, made the lands that Ngāti Apa (North Island) were able to retain more susceptible to partition, fragmentation and alienation. This contributed to the erosion of the traditional tribal structures of Ngāti Apa (North Island), which were based on collective tribal and hapū custodianship of land. The Crown failed to take steps to adequately protect those structures. This had a prejudicial effect on Ngāti Apa (North Island) and was a breach of the Treaty of Waitangi and its principles:

- (g) lands transferred by Ngāti Apa (North Island) for settlement purposes have contributed to the development of New Zealand, and that some of the significant benefits that Ngāti Apa (North Island) expected to flow from its relationship with the Crown were not realised:
- (h) the cumulative effect of the Crown’s actions and omissions, including Crown purchases and the operation and impact of native land laws, left Ngāti Apa (North Island) virtually landless. The Crown’s failure to ensure that Ngāti Apa (North Island) retained sufficient lands for its present and future needs was a breach of the Treaty of Waitangi and its principles:
- (i) today most Ngāti Apa (North Island) live outside their rohe, and that the loss of their traditional lands has impacted on the access of Ngāti Apa (North Island) to resources such as rivers, lakes, forests, wetlands, and traditional walking paths:
- (j) Ngāti Apa (North Island) have lost control over many of their significant sites, including wāhi tapu, and that this has had an ongoing impact on their physical and spiritual relationship with the land.

**8 Text of apology**

The text of the apology offered by the Crown as set out in the deed of settlement is as follows:

- (1) The Crown recognises the efforts and struggles of the ancestors of Ngāti Apa (North Island) in pursuit of their claims for

- justice and redress from the Crown and makes this apology to Ngāti Apa (North Island) and their descendants.
- (2) The Crown profoundly regrets and unreservedly apologises to Ngāti Apa (North Island) for the breaches of the Treaty of Waitangi, and its principles, acknowledged above. 5
- (3) The Crown regrets and apologises for the cumulative effect of its actions and omissions over the generations to the present day which have had a detrimental impact on the traditional tribal structures of Ngāti Apa (North Island), their access to customary resources and significant sites, economic and social development, and their physical, cultural, and spiritual well-being. 10
- (4) Accordingly, with this apology the Crown seeks to atone for its past wrongs, begin the process of healing and make a significant step towards re-building a lasting relationship based on mutual trust and cooperation with Ngāti Apa (North Island). 15

## Subpart 2—Interpretation

### 9 Interpretation of Act generally

It is the intention of Parliament that the provisions of this Act are interpreted in a manner that best furthers the agreements expressed in the deed of settlement. 20

### 10 Interpretation

In this Act, unless the context otherwise requires,—

**actual deferred selection settlement date** means, in relation to a deferred selection property, the date on which settlement of the property (under paragraph 11 of Part 22 or paragraph 11 of Part 22A of the Schedule of the deed of settlement) takes place 25

**area of interest** means the area that Ngāti Apa (North Island) identifies as its area of interest, as set out in Part 27 of the Schedule of the deed of settlement 30

**authorised person**,—

- (a) in respect of a cultural redress property, has the meaning given to it in **section 57(7)**; and

- (b) in respect of a commercial redress property, has the meaning given to it in **section 71(3) or 85(5)**, as the case may be

**business day** means the period from 9 am to 5 pm on a day other than— 5

- (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign’s birthday, and Labour Day; or

- (b) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; or 10

- (c) the day observed as the anniversary of the province of Wellington

**commercial redress property** means—

- (a) the settlement licensed land; and 15  
(b) a deferred selection property

**consent authority**—

- (a) has the meaning given to it in section 2(1) of the Resource Management Act 1991; but

- (b) does not include the Minister of Conservation 20

**conservation area** has the meaning given to it in section 2(1) of the Conservation Act 1987

**conservation document** means a conservation management plan, conservation management strategy, or national park management plan 25

**conservation management plan** has the meaning given to it in section 2(1) of the Conservation Act 1987

**conservation management strategy** has the meaning given to it in section 2(1) of the Conservation Act 1987

**Crown** has the meaning given to it in section 2(1) of the Public Finance Act 1989 30

**Crown forest land** has the meaning given to it in section 2(1) of the Crown Forest Assets Act 1989

**Crown forestry licence**—

- (a) has the meaning given to it in section 2(1) of the Crown Forest Assets Act 1989; and 35

- (b) in relation to the settlement licensed land, means the licence described in the third and fourth columns of the table in Part 14 of the Schedule of the deed of settlement
- Crown forestry rental trust** means the forestry rental trust referred to in section 34 of the Crown Forest Assets Act 1989 5
- Crown forestry rental trust deed** means the trust deed made on 30 April 1990 establishing the Crown forestry rental trust under section 34 of the Crown Forest Assets Act 1989
- cultural redress property** has the meaning given to it in **section 42** 10
- deed of recognition** means a deed of recognition entered into by the Crown and the trustees in accordance with **section 36**
- deed of settlement and deed**—
- (a) mean the deed of settlement dated 8 October 2008 and signed by— 15
- (i) the Minister in Charge of Treaty of Waitangi Negotiations, the Honourable Dr Michael Cullen, the Minister of Māori Affairs, the Honourable Parekura Horomia, and the Associate Minister in Charge of Treaty of Waitangi Negotiations, the Honourable Mita Ririnui for the Crown; and 20
- (ii) Lillian Ruihi Manawaroa Te Aweawe, Ropata Te Hina, Arikihanara Mare Mare, and Mariana Shenton for Ngāti Apa (North Island); and
- (b) include— 25
- (i) the schedules and attachments to the deed; and
- (ii) any amendments to the deed, its schedules, and attachments
- deferred selection property**—
- (a) means a property described in Part 18 of the Schedule of the deed of settlement; and 30
- (b) includes, for the purposes of **subpart 1 of Part 3**, any undivided half share in the fee simple estate in the ~~Wanganui~~ Whanganui (Kaitoke) Prison to be transferred to the trustees under the deed of settlement 35
- Director-General** means the Director-General of Conservation

- DOC protocol** means a protocol issued by the Minister of Conservation under **section 20(1)(a)**, including any amendments made under **section 20(1)(b)**
- DOC protocol area** means the area shown on the map attached to the DOC protocol 5
- effective date** means the date that is 6 months after the settlement date
- encumbrance** means a lease, tenancy, licence, licence to occupy, easement, covenant, or other right affecting a property
- fisheries protocol** means a protocol issued by the Minister of Fisheries under **section 20(1)(a)**, including any amendments made under **section 20(1)(b)** 10
- fisheries protocol area** means the area shown on the map attached to the fisheries protocol, together with the adjacent waters 15
- Historic Places Trust** means the New Zealand Historic Places Trust (Pouhere Taonga) continued under section 38 of the Historic Places Act 1993
- historical claims** has the meaning given to it in **section 12**
- land holding agency**, in relation to— 20
- (a) the settlement licensed land, means LINZ:
  - (b) a deferred selection property, means the department of State specified opposite that property in the fourth column of the table in Part 18 of the Schedule of the deed of settlement 25
- licensee** means the registered holder for the time being of the Crown forestry licence
- licensor** means the licensor for the time being of the Crown forestry licence
- LINZ** means Land Information New Zealand 30
- local authority** has the meaning given to it in section 5(1) of the Local Government Act 2002
- member of Ngāti Apa (North Island)** means every individual referred to in **section 11(1)(a)**
- national park management plan** has the same meaning as **management plan** in section 2 of the National Parks Act 1980 35
- protected site** has the meaning given to it in **section 82**

- protocol** means a protocol issued under **section 20(1)(a)**, including any amendments made under **section 20(1)(b)**
- regional council** has the meaning given to it in section 2(1) of the Resource Management Act 1991
- Registrar-General** means the Registrar-General of Land appointed under section 4 of the Land Transfer Act 1952 5
- relevant consent authority** means a consent authority of a region or district that contains, or is adjacent to, a statutory area
- representative entity** means— 10
- (a) the trustees; and
  - (b) any person (including any trustees) acting for, or on behalf of,—
    - (i) the collective group referred to in **section 11(1)(a)**; or 15
    - (ii) 1 or more of the whānau, hapū, or groups that together form the collective group referred to in **section 11(1)(a)**; or
    - (iii) 1 or more members of Ngāti Apa (North Island)
- reserve land** has the meaning given to it in **section 61(1)** 20
- reserve site** has the meaning given to it in **section 42**
- resource consent** has the meaning given to it in section 2(1) of the Resource Management Act 1991
- responsible department** means, as the case may be, one of the following departments of State: 25
- (a) the Department of Conservation:
  - (b) the Ministry of Fisheries:
  - (c) the Ministry for Culture and Heritage:
  - (d) any other department of State authorised by the Prime Minister to exercise powers or perform functions and 30  
duties under **subpart 1 of Part 2**
- responsible Minister** means, as the case may be, one of the following Ministers:
- (a) the Minister of Conservation:
  - (b) the Minister of Fisheries: 35
  - (c) the Minister for Arts, Culture and Heritage:



- (d) any other Minister of the Crown authorised by the Prime Minister to exercise powers or perform functions and duties under **subpart 1 of Part 2**

**RFR deed** means the deed provided by the Crown to the trustees on the terms and conditions set out in Part 24 of the Schedule of the deed of settlement and signed by the Crown 5

**RFR property** means a property described in clause 14 of the RFR deed

**settlement date** means the date that is 20 business days after the date on which this Act comes into force 10

**settlement licensed land**—

(a) means the land described in Part 14 of the Schedule of the deed of settlement; but

(b) excludes—

(i) all trees growing, standing, or, in the case of windthrow, lying on the land; and 15

(ii) all improvements that have been—

(A) acquired by a purchaser of the trees on that land; or

(B) made, after the acquisition of the trees, by the purchaser or the licensee 20

**settlement property** means every cultural redress property and commercial redress property

**settlement transfer** means the transfer of a commercial redress property under **Part 3** 25

**statements of association** has the meaning given to it in **section 27(2)**

**statutory acknowledgement** means the acknowledgement made by the Crown in **section 27(1)** in respect of each statutory area, on the terms set out in **subpart 2 of Part 2** 30

**statutory area** means an area described in **Schedule 1**, the general location of which is indicated on the SO plan referred to in relation to that area in **Schedule 1** (but which does not establish the precise boundaries of the statutory area)

**statutory plan**— 35

(a) means a district plan, proposed plan, regional coastal plan, regional plan, or regional policy statement as de-

- fined in section 2(1) of the Resource Management Act 1991; and
- (b) includes a proposed policy statement provided for in Schedule 1 of the Resource Management Act 1991
- taonga tūturu**— 5
- (a) has the meaning given to it in section 2(1) of the Protected Objects Act 1975; and
- (b) includes ngā taonga tūturu (which has the meaning given to it in section 2(1) of that Act)
- taonga tūturu protocol** means a protocol issued by the Minister for Arts, Culture and Heritage under **section 20(1)(a)**, including any amendments made under **section 20(1)(b)** 10
- Te Runanga o Ngāti Apa** means the trust established by the Te Runanga o Ngāti Apa trust deed
- Te Runanga o Ngāti Apa trust deed**— 15
- (a) means the deed of trust establishing Te Runanga o Ngāti Apa dated 20 July 2009; and
- (b) includes—
- (i) the schedules to the deed of trust; and
- (ii) any amendments to the deed of trust or its schedules 20
- trustees of Te Runanga o Ngāti Apa** and **trustees** means the trustees from time to time of Te Runanga o Ngāti Apa
- unlicensed Crown forest land** means the land in the table in Part 18 of the Schedule of the deed of settlement as Part Wanganui Forest (including trees) or Part Wanganui Forest (excluding trees) as the case may be 25
- unlicensed Crown forest land** means the land described in the table in Part 18 of the Schedule of the deed of settlement as Part Whanganui Forest (including trees) or Part Whanganui Forest (excluding trees) as the case may be 30
- Wanganui Whanganui (Kaitoke) Prison**—
- (a) means the land described as the Wanganui Prison in the table in Part 18 of the Schedule of the deed of settlement; and 35
- (a) means the land described as—
- (i) Whanganui Prison in the table in Part 18 of the Schedule of the deed of settlement; and

- (ii) Wanganui (Kaitoke) Prison in clause 3 of the Corrections (Wanganui (Kaitoke) Prison) Notice 2008; and
- (b) includes, for the purposes of **section 72**, an undivided half share in the fee simple estate in the ~~Wanganui~~ Whanganui (Kaitoke) Prison to be transferred to the trustees. 5
- 11 Meaning of Ngāti Apa (North Island)**
- (1) In this Act, **Ngāti Apa (North Island)**—
- (a) means the collective group composed of— 10
- (i) individuals who descend from 1 or more Ngāti Apa (North Island) ancestors; and
- (ii) individuals who are members of a group referred to **paragraph (c)(i)**; and
- (b) means every individual referred to in **paragraph (a)**; and 15
- (c) includes the following groups:
- (i) the groups referred to in Part 2 of the Schedule of the deed of settlement; and
- (ii) any whānau, hapū, or group composed of individuals referred to in **paragraph (a)**. 20
- (2) In this section and **section 12**, **Ngāti Apa (North Island) ancestor** means an individual who—
- (a) exercised customary rights by virtue of being descended from— 25
- (i) any of the individuals referred to in Part 3 of the Schedule of the deed of settlement; or
- (ii) a recognised ancestor of a group referred to in **subsection (1)(a)**; and
- (b) exercised the customary rights predominantly in relation to the Ngāti Apa (North Island) area of interest at any time after 6 February 1840. 30
- (3) In **subsection (2)(a)**, **customary rights** means rights according to tikanga Māori (Māori customary values and practices), including— 35
- (a) rights to occupy land; and
- (b) rights in relation to the use of land or other natural or physical resources.

- (4) For the purposes of **subsections (1)(a) and (2)(a)**, a person is **descended** from another person if descended from the other person by any 1 or more of the following:
- (a) birth:
  - (b) legal adoption: 5
  - (c) Māori customary adoption in accordance with Ngāti Apa (North Island) tikanga (customary values and practices).
- 12 Meaning of historical claims** 10
- (1) In this Act, **historical claims**— 10
- (a) means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that Ngāti Apa (North Island) or a representative entity for Ngāti Apa (North Island) had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that— 15
    - (i) is, or is founded on, a right arising—
      - (A) from the Treaty of Waitangi or its principles; or 20
      - (B) under legislation; or
      - (C) at common law (including aboriginal title or customary law); or
      - (D) from fiduciary duty; or
      - (E) otherwise; and 25
    - (ii) arises from, or relates to, acts or omissions before 21 September 1992—
      - (A) by, or on behalf of, the Crown; or
      - (B) by or under legislation; and
  - (b) includes every claim to the Waitangi Tribunal to which **paragraph (a)** applies that relates exclusively to Ngāti Apa (North Island) or a representative entity for Ngāti Apa (North Island) including— 30
    - (i) Wai 265; and
    - (ii) Wai ~~665~~ 655. 35
- (2) However, historical claims does not include the following claims:

- (a) a claim that a member of Ngāti Apa (North Island), or a whānau, hapū, or group referred to in **section 11(1)(c)** may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not a Ngāti Apa (North Island) ancestor; or 5
- (b) a claim that a member of Ngāti Apa (North Island), or a whānau, hapū, or group referred to in **section 11(1)(c)**, may have to the South Island; or
- (c) a claim that a representative entity for Ngāti Apa (North Island) may have to the extent that the claim is, or is based on, a claim referred to in **paragraph (a) or (b)**. 10
- (3) To avoid doubt, **subsection (1)** is not limited by **subsection (2)**.

### Subpart 3—Settlement of historical claims

*Historical claims settled and jurisdiction of courts, etc, removed* 15

#### **13 Settlement of historical claims final**

- (1) The settlement of the historical claims is final, and, on and from the settlement date, the Crown is released and discharged from all obligations and liabilities in respect of those claims. 20
- (2) **Subsection (1)** does not limit the acknowledgements expressed in, or the provisions of, the deed of settlement.
- (3) Despite any other enactment or rule of law, on and from the settlement date, no court, tribunal, or other judicial body has jurisdiction (including, without limitation, the jurisdiction to inquire or further inquire into, or to make a finding or recommendation) in respect of— 25
  - (a) the historical claims; or
  - (b) the deed of settlement; or
  - (c) this Act; or 30
  - (d) the redress provided under the deed of settlement or this Act.
- (4) **Subsection (3)** does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or implementation of the deed of settlement or this Act. 35

*Amendment to Treaty of Waitangi Act 1975***14 Amendment to Treaty of Waitangi Act 1975**

- (1) This section amends the Treaty of Waitangi Act 1975.
- (2) Schedule 3 is amended by inserting the following item in its appropriate alphabetical order: “Ngāti Apa (North Island) Claims Settlement Act **2009, section 13(3) and (4)**”.

*Protections no longer apply***15 Certain enactments do not apply**

- (1) Nothing in the enactments listed in **subsection (2)** applies—
- (a) to a settlement property; or 10
  - (b) to an RFR property; or
  - (c) for the benefit of Ngāti Apa (North Island) or a representative entity for Ngāti Apa (North Island).
- (2) The enactments are—
- (a) sections 8A to 8HJ of the Treaty of Waitangi Act 1975: 15
  - (b) sections 27A to 27C of the State-Owned Enterprises Act 1986:
  - (c) sections 211 to 213 of the Education Act 1989:
  - (d) Part 3 of the Crown Forest Assets Act 1989:
  - (e) Part 3 of the New Zealand Railways Corporation Re- 20  
structuring Act 1990.
- (3) However, **subsection (1)** does not apply to a deferred selection property if—
- (a) the trustees do not elect to acquire the property under 25  
clause 7.28.2 of the deed of settlement; or
  - (b) the agreement constituted by clause 7.30 of the deed of settlement is cancelled.

**16 Removal of memorials**

- (1) The chief executive of LINZ must issue to the Registrar-General a certificate that identifies (by reference to the relevant 30  
legal description, certificate of title, or computer register) each allotment that is—
- (a) all, or part of, a settlement property or a RFR property;  
and

- (b) contained in a certificate of title or computer register that has a memorial entered under any enactment referred to in **section 15(2)**.
- (2) The chief executive of LINZ must issue a certificate under **subsection (1)** as soon as is reasonably practicable after— 5
  - (a) the settlement date, in the case of a settlement property that is not a deferred selection property; or
  - (b) the actual deferred settlement date, in the case of a deferred selection property.
- (3) Each certificate must state that it is issued under this section. 10
- (4) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under **subsection (1)**,—
  - (a) register the certificate against each certificate of title or computer register identified in the certificate; and 15
  - (b) cancel, in respect of each allotment identified in the certificate, each memorial that is entered (in accordance with any enactment referred to in **section 15(2)**) on a certificate of title or computer register identified in the certificate. 20

#### Subpart 4—Miscellaneous matters

##### *Perpetuities*

#### **17 Rule against perpetuities does not apply**

- (1) Neither the rule against perpetuities nor any provisions of the Perpetuities Act 1964— 25
  - (a) prescribe or restrict the period during which—
    - (i) Te Runanga o Ngāti Apa may exist in law; or
    - (ii) the trustees, in their capacity as trustees, may hold or deal with property (including income derived from property); or 30
  - (b) apply to a document entered into to give effect to the deed of settlement if the application of that rule or the provisions of that Act would otherwise make the document, or a right conferred by the document, invalid or ineffective. 35
- (2) However, if Te Runanga o Ngāti Apa is, or becomes, a charitable trust, the application (if any) of the rule against perpetu-

ities or any provision of the Perpetuities Act 1964 to that trust must be determined under the general law.

*Timing of actions or matters*

**18 Timing of actions or matters**

- (1) Actions or matters occurring under this Act occur or take effect on and from the settlement date. 5
- (2) However, if a provision of this Act requires an action or matter to occur or take effect on a date other than the settlement date, that action or matter occurs or takes effect on and from that other date. 10

*Access to deed of settlement*

**19 Access to deed of settlement**

The chief executive of the Ministry of Justice must make copies of the deed of settlement available—

- (a) for inspection free of charge, and for purchase at a reasonable price, at the head office of the Ministry of Justice in Wellington on any business day; and 15
- (b) free of charge on an Internet site maintained by or on behalf of the Ministry of Justice.

**Part 2** 20

**Cultural redress**

Subpart 1—Protocols

*General provisions*

**20 Authority to issue, amend, or cancel protocols**

- (1) Each responsible Minister may— 25
- (a) issue a protocol to the trustees in the form set out in Part 4 of the Schedule of the deed of settlement; and
- (b) amend or cancel that protocol.
- (2) A protocol may be amended or cancelled under **subsection (1)** at the initiative of either— 30
- (a) the trustees; or
- (b) the responsible Minister.



- (3) The responsible Minister may amend or cancel a protocol only after consulting with, and having particular regard to the views of, the trustees.

**21 Protocols subject to rights, functions, and obligations**

Protocols do not restrict— 5

- (a) the ability of the Crown to exercise its powers and perform its functions and duties in accordance with the law and government policy, which includes (without limitation) the ability to—
- (i) introduce legislation and change government policy; and 10
- (ii) interact or consult with a person the Crown considers appropriate, including (without limitation) any iwi, hapū, marae, whānau, or other representative of tangata whenua; or 15
- (b) the responsibilities of a responsible Minister or a responsible department; or
- (c) the legal rights of the trustees or a representative entity.

**22 Enforceability of protocols**

- (1) The Crown must comply with a protocol while it is in force. 20
- (2) If the Crown fails, without good cause, to comply with a protocol, the trustees may, subject to the Crown Proceedings Act 1950, enforce the protocol.
- (3) Despite **subsection (2)**, damages or any form of monetary compensation are not available as a remedy for a failure by the Crown to comply with a protocol. 25
- (4) To avoid doubt,—
- (a) **subsections (1) and (2)** do not apply to guidelines developed for the implementation of a protocol; and
- (b) **subsection (3)** does not affect the ability of a court to award costs incurred by the trustees in enforcing the protocol under **subsection (2)**. 30

**23 Limitation of rights**

- (1) The DOC protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to,—
- (a) the public foreshore and seabed (as defined in section 5 of the Foreshore and Seabed Act 2004); or 5
  - (b) land held, managed, or administered or flora or fauna managed or administered under the Conservation Act 1987 or an enactment listed in Schedule 1 of that Act.
- (2) The fisheries protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, assets or other property rights (including in respect of fish, aquatic life, and seaweed) held, managed, or administered under any of the following enactments:
- (a) the Fisheries Act 1996: 15
  - (b) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992:
  - (c) the Maori Commercial Aquaculture Claims Settlement Act 2004:
  - (d) the Maori Fisheries Act 2004. 20

*DOC protocol***24 Noting and effect of DOC protocol**

- (1) A summary of the terms of the DOC protocol must be noted in the conservation documents affecting the DOC protocol area.
- (2) The noting of the DOC protocol is— 25
- (a) for the purpose of public notice only; and
  - (b) not an amendment to the conservation documents for the purposes of section 17I of the Conservation Act 1987 or section 46 of the National Parks Act 1980.

*Fisheries protocol* 30**25 Noting and effect of fisheries protocol**

- (1) A summary of the terms of the fisheries protocol must be noted in fisheries plans affecting the fisheries protocol area.
- (2) The noting of the fisheries protocol is—
- (a) for the purpose of public notice only; and 35

- (b) not an amendment to the fisheries plans for the purposes of section 11A of the Fisheries Act 1996.
- (3) In this section, **fisheries plan** means a plan approved or amended under section 11A of the Fisheries Act 1996.

*Taonga tūturu protocol* 5

**26 Effect of taonga tūturu protocol**

The taonga tūturu protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to taonga tūturu.

Subpart 2—Statutory acknowledgement and deeds of recognition 10

*Statutory acknowledgement*

**27 Statutory acknowledgement by the Crown**

- (1) The Crown acknowledges the statements of association.
- (2) In this Act, **statements of association** means the statements— 15
  - (a) made by Ngāti Apa (North Island) of their particular cultural, spiritual, historical, and traditional association with each statutory area; and
  - (b) that are in the form set out in Part 6 of the Schedule of the deed of settlement at the settlement date. 20

**28 Purposes of statutory acknowledgement**

- (1) The only purposes of the statutory acknowledgement are to—
  - (a) require relevant consent authorities, the Environment Court, and the Historic Places Trust to have regard to the statutory acknowledgement, as provided for in **sections 30 and 31**; and 25
  - (b) require relevant consent authorities to forward summaries of resource consent applications to the trustees, as provided for in **section 33**; and
  - (c) enable the trustees and any member of Ngāti Apa (North Island) to cite the statutory acknowledgement as evidence of the association of Ngāti Apa (North Island) with the relevant statutory areas, as provided for in **section 34**. 30

- (2) This section does not limit **sections 37 to 39**.

**29 Relevant consent authorities to have regard to statutory acknowledgement**

- (1) On and from the effective date, a relevant consent authority must have regard to the statutory acknowledgement relating to a statutory area in forming an opinion, in accordance with sections 93 to 94C of the Resource Management Act 1991, as to whether the trustees are persons who may be adversely affected by the granting of a resource consent for activities within, adjacent to, or directly affecting, the statutory area.
- (2) **Subsection (1)** does not limit the obligations of a relevant consent authority under the Resource Management Act 1991.

**30 Environment Court to have regard to statutory acknowledgement**

- (1) On and from the effective date, the Environment Court must have regard to the statutory acknowledgement relating to a statutory area in determining under section 274 of the Resource Management Act 1991 whether the trustees are persons having an interest in proceedings greater than the public generally in respect of an application for a resource consent for activities within, adjacent to, or directly affecting the statutory area.
- (2) **Subsection (1)** does not limit the obligations of the Environment Court under the Resource Management Act 1991.

**31 Historic Places Trust and Environment Court to have regard to statutory acknowledgement**

- (1) This section applies if, on and after the effective date, an application is made under section 11 or 12 of the Historic Places Act 1993 for an authority to destroy, damage, or modify an archaeological site within a statutory area.
- (2) The Historic Places Trust must have regard to the statutory acknowledgement relating to a statutory area in exercising its powers under section 14 of the Historic Places Act 1993 in relation to the application made under **subsection (1)**.

- (3) The Environment Court must have regard to the statutory acknowledgement relating to a statutory area in determining under section 20 of the Historic Places Act 1993 any appeal from a decision of the Historic Places Trust in relation to the application made under **subsection (1)**, including in determining whether the governance entity is a person directly affected by the decision. 5
- (4) In this section, **archaeological site** has the meaning given to it in section 2 of the Historic Places Act 1993.
- 32 Recording statutory acknowledgement on statutory plans** 10
- (1) On and from the effective date, each relevant consent authority must attach information recording the statutory acknowledgement to all statutory plans that wholly or partly cover a statutory area.
- (2) The information attached to a statutory plan must include the relevant provisions of **sections 28 to 31** in full, the descriptions of the statutory areas, and the statements of association. 15
- (3) The attachment of information to a statutory plan under this section is for the purpose of public information only, and the information is not— 20
- (a) part of the statutory plan, unless adopted by the relevant consent authority; or
- (b) subject to the provisions of Schedule 1 of the Resource Management Act 1991, unless adopted as part of the statutory plan. 25
- 33 Distribution of resource consent applications to trustees**
- (1) Each relevant consent authority must, for a period of 20 years from the effective date, forward to the trustees a summary of resource consent applications received by that consent authority for activities within, adjacent to, or directly affecting a statutory area. 30
- (2) The information provided under **subsection (1)** must be—
- (a) the same as would be given under section 93 of the Resource Management Act 1991 to persons likely to be adversely affected, or as may be agreed between the trustees and the relevant consent authority; and 35

- (b) provided as soon as is reasonably practicable after each application is received, and before a determination is made on the application in accordance with sections 93 to 94C of the Resource Management Act 1991.
- (3) The trustees may, by notice in writing to a relevant consent authority,— 5
- (a) waive their rights to be notified under this section; and
- (b) state the scope of that waiver and the period it applies for.
- (4) This section does not affect the obligation of a relevant consent authority to— 10
- (a) notify an application in accordance with sections 93 to 94C of the Resource Management Act 1991;
- (b) form an opinion as to whether the trustees are persons who may be adversely affected under those sections. 15
- 34 Use of statutory acknowledgement**
- (1) The trustees and any member of Ngāti Apa (North Island) may, as evidence of the association of Ngāti Apa (North Island) with a statutory area, cite the statutory acknowledgement that relates to that area in submissions to, and in proceedings before, a relevant consent authority, the Environment Court, or the Historic Places Trust concerning activities within, adjacent to, or directly affecting the statutory area. 20
- (2) The content of a statement of association is not, by virtue of the statutory acknowledgement, binding as fact on— 25
- (a) relevant consent authorities:
- (b) the Environment Court:
- (c) the Historic Places Trust:
- (d) parties to proceedings before those bodies:
- (e) any other person who is entitled to participate in those proceedings. 30
- (3) Despite **subsection (2)**, the statutory acknowledgement may be taken into account by the bodies and persons specified in that subsection.
- (4) To avoid doubt,— 35
- (a) neither the trustees nor members of Ngāti Apa (North Island) are precluded from stating that Ngāti Apa (North

- Island) has an association with a statutory area that is not described in the statutory acknowledgement; and
- (b) the content and existence of the statutory acknowledgement do not limit any statement made.

**35 Application of statutory acknowledgement to river or stream** 5

In relation to a statutory acknowledgement, **river** or **stream**—

- (a) means—
- (i) a continuously or intermittently flowing body of fresh water, including a modified watercourse; 10  
and
- (ii) the bed of the river or stream; but
- (b) does not include—
- (i) a part of the bed of the river or stream that is not owned by the Crown; or 15
- (ii) land that the waters of the river or stream do not cover at its fullest flow without overlapping its banks; or
- (iii) an artificial watercourse; or
- (iv) a tributary flowing into the river or stream. 20

*Deeds of recognition*

**36 Authorisation to enter into and amend deeds of recognition**

- (1) The Minister of Conservation and the Director-General may—
- (a) enter into a deed of recognition with the trustees, in 25  
the form set out in Part 8 of the Schedule of the deed of settlement, in respect of the land to which the deed applies:
- (b) amend the deed of recognition by entering into a deed of amendment with the trustees. 30
- (2) In this section, **deed of recognition** means a deed—
- (a) entered into in accordance with clauses 5.14 to 5.21 of the deed of settlement; and
- (b) in the form set out in Part 8 of the Schedule of the deed of settlement. 35

*General provisions***37 Exercise of powers and performance of duties and functions**

- (1) Except as expressly provided in this subpart,—
- (a) the statutory acknowledgement and the deed of recognition do not affect, and may not be taken into account by, a person exercising a power or performing a function or duty under legislation or a bylaw; and
  - (b) no person, in considering a matter or making a decision or recommendation under legislation or a bylaw, may give greater or lesser weight to the association of Ngāti Apa (North Island) with a statutory area (as described in a statement of association) than that person would give under the relevant legislation or bylaw if no statutory acknowledgement or deed of recognition existed in respect of the statutory area.
- (2) **Subsection (1)(b)** does not affect the operation of **subsection (1)(a)**.

**38 Rights not affected**

Except as expressly provided in this subpart, the statutory acknowledgement and the deed of recognition do not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

**39 Limitation of rights**

Except as expressly provided in this subpart, the statutory acknowledgement and the deed of recognition do not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, a statutory area.

*Amendment to Resource Management Act 1991*

- 40 Amendment to Resource Management Act 1991** 30
- (1) This section amends the Resource Management Act 1991.
  - (2) Schedule 11 is amended by inserting the following item in its appropriate alphabetical order: “Ngāti Apa (North Island) Claims Settlement Act **2009**”.



Subpart 3—The Crown not prevented from  
providing other similar redress

**41 The Crown not prevented from providing other similar redress**

- (1) The provision of the specified cultural redress does not prevent the Crown from doing anything that is consistent with that cultural redress, including—
- (a) providing the same or similar redress to a person other than Ngāti Apa (North Island) or the trustees; or
  - (b) disposing of land.
- (2) However, **subsection (1)** is not an acknowledgement by the Crown or Ngāti Apa (North Island) that any other iwi or group has interests in relation to land or an area to which any of the specified cultural redress relates.
- (3) In this section, **specified cultural redress** means the protocols, the statutory acknowledgement, and the deeds of recognition.

Subpart 4—Cultural redress properties

**42 Interpretation**

In this Act,—

**cultural redress property** means any of the following sites, and each site means the land described by that name in **Schedule 2**:

*Papakainga properties*

- (a) AgResearch lands:
- (b) Parewanui School:
- (c) part of the Santoft Forest:
- (d) part of the Lismore Sand Forest:
- (e) Kauangaroa School:

*Wāhi tapu properties*

- (f) Pukepuke Lagoon House site:
- (g) Waimahora Stream site:
- (h) Lake Koitiata site:
- (i) Marton Golf Course:
- (j) Lake Hickson site:
- (k) Lake William site:
- (l) Mōtū Karaka:

- (m) Ruatangata site:
- (n) Pākiki:
- (o) Lake Ngaruru site:
- (p) Pakapakatea:
- (q) Waitapu 5

**reserve site** means the following cultural redress properties:

- (a) Lake Koitiata site:
- (b) Mōtū Karaka:
- (c) Pākiki:
- (d) Marton Golf Course: 10
- (e) Pakapakatea:
- (f) Waitapu.

*Sites vesting in fee simple*

**43 Papakainga properties vest in fee simple**

- (1) The following sites cease to be Crown forest land: 15
  - (a) the part of the Santoft Forest site:
  - (b) the part of the Lismore Sand Forest site.
- (2) Section 23 of the Crown Forest Assets Act 1989 applies in relation to the part of the Santoft Forest site and the part of the Lismore Sand Forest site at all times (including before the settlement date)— 20
  - (a) despite the sites not being Crown forest land and not being returned to Māori ownership in accordance with section 36 of that Act; and
  - (b) as if the reference to licensor were a reference to the owner of the fee simple estate in the sites. 25
- (3) The fee simple estate in the Papakainga properties vests in the trustees.

**44 Pukepuke Lagoon House site**

- (1) The Pukepuke Lagoon House site ceases to be a conservation area under the Conservation Act 1987. 30
- (2) The fee simple estate in the Pukepuke Lagoon House site vests in the trustees.
- (3) The Crown must, by or on the settlement date, sign and provide the trustees with a registrable right of way easement that provides the trustees access to the Pukepuke Lagoon House 35

site, over the route hatched red (subject to survey) on the plan attached to Part 13 of the Schedule of the deed of settlement the area shown marked A on SO 428401 (the **Pukepuke Lagoon House site easement**).

- (4) To give effect to clause 6.1.9 of the deed of settlement, the Crown must sign, before the settlement date, a registrable variations variation of the existing easements easement affecting access to the Pukepuke Lagoon House site. 5
- (5) Landcorp Farming Limited must, by or on the settlement date, sign and provide the trustees with a registrable right of way easement in gross over the areas shown marked A, B, and G on DP 70916 and D and H on SO 428401. 10

#### 45 Waimahora Stream site

- (1) The Waimahora Stream site ceases to be a conservation area under the Conservation Act 1987. 15
- (2) The fee simple estate in the Waimahora Stream site vests in the trustees.
- (3) **Subsections (1) and (2)** are subject to the trustees providing to the Crown a registrable covenant in relation to the site—
- (a) for the preservation of the reserve and conservation values of that land and public access; and 20
- (b) as set out in Part 11 of the Schedule of the deed of settlement (the **Waimahora Stream site covenant**).
- (4) The Waimahora Stream site covenant is to be treated as a conservation covenant for the purposes of— 25
- (a) section 77 of the Reserves Act 1977:
- (b) section 27 of the Conservation Act 1987.

#### 46 Lake Hickson site

- (1) The fee simple estate in the Lake Hickson site vests in the trustees. 30
- (2) The vesting of the Lake Hickson site in the trustees under **subsection (1)** does not give any rights to, or impose any obligations on, the trustees in relation to—
- (a) the waters of Lake Hickson; or
- (b) the aquatic life of Lake Hickson (other than plants attached to the Lake Hickson site). 35

**47 Lake William site**

- (1) The fee simple estate in the Lake William site vests in the trustees.
- (2) The vesting of the Lake William site in the trustees under **subsection (1)** does not give any rights to, or impose any obligations on, the trustees in relation to—
- (a) the waters of Lake William; or
  - (b) the aquatic life of Lake William (other than plants attached to the Lake William site).
- (3) To the extent that the Lake William site has moveable boundaries, those boundaries will be governed by the common rules of accretion, erosion, or avulsion.

**48 Ruatangata site**

- (1) The fee simple estate in the Ruatangata site vests in the trustees.
- (2) **Subsection (1)** is subject to the trustees providing the Crown with—
- (a) a registrable right of way easement in gross in favour of the New Zealand Railways Corporation over the area shown marked B on SO 417422 and on the terms and conditions set out in Part 12 of the Schedule of the deed of settlement (the **Ruatangata site easement**); and
  - (b) a registrable right to convey electricity in gross in favour of Powerco Limited over the areas shown marked B and G on SO 417422 and on the terms and conditions set out in Part 12A of the Schedule of the deed of settlement (the **Ruatangata electricity easement**).
- (3) The unregistered Ruatangata site lease is amended in the form set out in clause 6.1.21 of the deed of settlement.

**49 Lake Ngaruru site**

- (1) Lake Ngaruru site ceases to be a conservation area under the Conservation Act 1987.
- (2) The fee simple estate in the Lake Ngaruru site vests in the trustees.

- (3) **Subsections (1) and (2)** are subject to the trustees providing to the Crown a registrable covenant in relation to the Lake Ngaruru site—
- (a) for the preservation of the reserve values of that land; and 5
  - (b) as set out in Part 11 of the Schedule of the deed of settlement (the **Lake Ngaruru site covenant**).
- (4) The Lake Ngaruru site covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977. 10
- (5) The vesting of the Lake Ngaruru site in the trustees under **subsection (2)** does not give any rights to, or impose any obligations on, the trustees in relation to—
- (a) the waters of Lake Ngaruru; or
  - (b) the aquatic life of Lake Ngaruru (other than plants attached to the Lake Ngaruru site). 15
- (6) To the extent that the Lake Ngaruru site has moveable boundaries, those boundaries will be governed by the common law rules of accretion, erosion, or avulsion.

*Sites vesting in fee simple to be administered  
as scenic reserve* 20

**50 Lake Koitiata site**

- (1) The reservations of the Lake Koitiata site as a government purpose wildlife management reserve subject to section 22 of the Reserves Act 1977 and as a wildlife management reserve subject to section 14A of the Wildlife Act 1953 are revoked. 25
- (2) The fee simple estate in the Lake Koitiata site vests in the trustees.
- (3) The Lake Koitiata site is declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977. 30
- (4) Despite section 16(10) of the Reserves Act 1977, the name of the reserve created under **subsection (3)** is Lake Koitiata Scenic Reserve.
- (5) The vesting of the Lake Koitiata site in the trustees under **subsection (2)** does not give any rights to, or impose any obligations on, the trustees in relation to— 35

- (a) the waters of Lake Koitiata; and
  - (b) the aquatic life of Lake Koitiata (other than plants attached to the Lake Koitiata site).
- (6) The trustees may exercise the powers of the Minister of Conservation under section 50 of the Reserves Act 1977 to authorise any person subject to any conditions that it may impose, to carry out the hunting or killing of game or the catching of acclimatised fish in Lake Koitiata Scenic Reserve. 5
- (7) For the purposes of section 17M(2) of the Conservation Act 1987, Te Runanga o Ngāti Apa is an organisation that must be consulted on the preparation, approval, review, or amendment of a sports fish and game management plan affecting or including Lake Koitiata Scenic Reserve. 10

#### **51 Mōtū Karaka**

- (1) The reservation of Mōtū Karaka as a scenic reserve subject to section 19 of the Reserves Act 1977 is revoked. 15
- (2) The fee simple estate in Mōtū Karaka vests in the trustees.
- (3) Mōtū Karaka is declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977. 20

#### **52 Pākiki**

- (1) The reservation of Pākiki as a scenic reserve subject to section 19 of the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Pākiki vests in the trustees.
- (3) Pākiki is declared a reserve and classified as a scenic reserve for the purposes specified in section 19(1)(a) of the Reserves Act 1977. 25
- (4) Despite section 16(10) of the Reserves Act 1977, the name of the reserve created under **subsection (3)** is Pākiki Scenic Reserve. 30

*Site vesting in fee simple to be administered as  
recreation reserve*

**53 Marton Golf Course**

- (1) The reservation of the Marton Golf Course as a recreation re- 5  
serve subject to section 17 of the Reserves Act 1977 is re-  
voked.
- (2) The fee simple estate in the Marton Golf Course vests in the  
trustees.
- (3) The Marton Golf Course is declared a reserve and classified as  
a recreation reserve subject to section 17 of the Reserves Act 10  
1977.
- (4) Despite section 16(10) of the Reserves Act 1977, the name of  
the reserve created under **subsection (3)** is the Marton Golf  
Course.
- (5) Despite the provisions of the Reserves Act 1977, the lessor 15  
under the Marton Golf Course lease is entitled to receive and  
use the annual rent payable under the lease for any purpose.

*Sites vesting in fee simple to be controlled and  
managed by local authority*

**54 Pakapakatea**

- (1) The reservation of Pakapakatea as a local purpose reserve, for 20  
the purpose of soil conservation and river control, subject to  
section 23 of the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Pakapakatea vests in the trustees.
- (3) Pakapakatea is declared a reserve and classified as a local pur- 25  
pose reserve, for the purpose of soil conservation and river  
control, subject to section 23 of the Reserves Act 1977.
- (4) Despite section 16(10) of the Reserves Act 1977, the name  
of the reserve created under **subsection (3)** is Pakapakatea  
Local Purpose Reserve. 30
- (5) The Manawatu-Wanganui Regional Council is the administer-  
ing body of the reserve for the purposes of the Reserves Act  
1977 and has the functions, obligations, and powers of an ad-  
ministering body under that Act, as if the council had been  
appointed to control and manage the reserve under section 28 35  
of that Act.

**55 Waitapu**

- (1) The reservation of Waitapu as a reserve for soil conservation and river control purposes subject to the Reserves Act 1977 is revoked.
- (2) The fee simple estate in Waitapu vests in the trustees. 5
- (3) Waitapu is declared a reserve and classified as a local purpose reserve, for the purpose of soil conservation and river control, subject to section 23 of the Reserves Act 1977.
- (4) Despite section 16(10) of the Reserves Act 1977, the name of the reserve created under **subsection (3)** is Waitapu Local Purpose Reserve. 10
- (5) The Manawatu-Wanganui Regional Council is the administering body of the reserve for the purposes of the Reserves Act 1977 and has the functions, obligations, and powers of an administering body under that Act, as if the council had been appointed to control and manage the reserve under section 28 of that Act. 15

Subpart 5—General provisions relating to  
vesting of cultural redress properties

**56 Properties vest subject to, or together with, encumbrances** 20  
Each cultural redress property vests under **subpart 4 of this Part** subject to, or together with, any encumbrances listed in relation to the property in the third column of the table in **Schedule 2**.

**57 Registration of ownership** 25

- (1) This section applies to the fee simple estate in a cultural redress property vested in the trustees under **subpart 4 of this Part**.
- (2) The Registrar-General must, on written application by an authorised person, comply with **subsections (3) and (4)**.
- (3) To the extent that a cultural redress property is all of the land contained in a computer freehold register that is not limited as to parcels, the Registrar-General must— 30
- (a) register the trustees as the proprietors of the fee simple estate in the land; and



- (b) make any entries in the register and do all other things that are necessary to give effect to **this Part** and to Part 6 of the deed of settlement.
- (4) To the extent that a cultural redress property is not all of the land contained in a computer freehold register, or the computer freehold register is limited as to parcels, or there is no computer freehold register for all or part of the property, the Registrar-General must, in accordance with an application received from an authorised person,—
- (a) create 1 or more computer freehold registers for the fee simple estate in the property in the names of the trustees; and
- (b) enter on the register any encumbrances that are registered, notified, or notifiable and that are described in the application.
- (5) **Subsection (4)** applies subject to the completion of any survey necessary to create the computer freehold register.
- (6) A computer freehold register must be created under this section as soon as is reasonably practicable after the settlement date, but no later than—
- (a) 24 months after the settlement date; or
- (b) any later date that may be agreed in writing by the trustees and the Crown.
- (7) In **subsections (2) and (4)**, **authorised person** means a person authorised by—
- (a) the Secretary for Justice, in the case of—
- (i) the Lake Hickson site:
- (ii) the Lake William site:
- (iii) the AgResearch lands:
- (iv) Parewanui School:
- (v) Kauangaroa School:
- (b) the chief executive of LINZ, in the case of—
- (i) the part of the Santoft Forest:
- (ii) the part of the Lismore Sand Forest:
- (iii) the Ruatangata site:
- (c) the Director-General, in all other cases.

**58 Application of Part 4A of Conservation Act 1987**

- (1) The vesting of the fee simple estate in a cultural redress property under **subpart 4 of this Part** is a disposition for the purposes of Part 4A of the Conservation Act 1987, but sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition. 5
- (2) Despite **subsection (1)**, the rest of section 24 of the Conservation Act 1987 does not apply to the vesting of—
- (a) a reserve site under **section 50(2), 51(2), 52(2), 53(2), 54(2), or 55(2)**; or 10
  - (b) the Lake Hickson site; or
  - (c) the Lake William site; or
  - (d) the Lake Ngaruru site.
- (3) If the reservation, under **subpart 4 of this Part** of a reserve site is revoked in relation to all or part of the site, then the sites referred to in **subsection (2)(a)** are no longer exempt from the rest of section 24 of the Conservation Act 1987 in relation to all or that part of the site, as the case may be. 15

**59 Recording application of Part 4A of Conservation Act 1987 and sections of this Act** 20

- (1) The Registrar-General must record on the computer freehold register for—
- (a) a reserve site—
    - (i) that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply; and 25
    - (ii) that the land is subject to **sections 58(3) and 61** of this Act; and
  - (b) each of the following sites that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply: 30
    - (i) the Lake Hickson site; and
    - (ii) the Lake William site; and
    - (iii) the Lake Ngaruru site; and
  - (c) any other cultural redress property that the land is subject to Part 4A of the Conservation Act 1987. 35
- (2) A notification made under **subsection (1)** that land is subject to Part 4A of the Conservation Act 1987 is to be treated as

having been made in compliance with section 24D(1) of that Act.

- (3) If the reservation, under **subpart 4 of this Part** of a reserve site is revoked in relation to—
- (a) all of the site, then the Director-General must apply in writing to the Registrar-General to remove from the computer freehold register for the site the notifications that—
- (i) section 24 of the Conservation Act 1987 does not apply to the site; and
- (ii) the site is subject to **sections 58(3) and 61** of this Act; or
- (b) part of the site, then the Registrar-General must ensure that the notifications referred to in **paragraph (a)** remain only on the computer freehold register for the part of the site that remains a reserve.
- (4) The Registrar-General must comply with an application received in accordance with **subsection (3)(a)**.

**60 Application of Reserves Act 1977 to reserve sites**

- (1) Subject to **sections 54(5) and 55(5)**, the trustees are the administering body of a reserve site for the purposes of the Reserves Act 1977.
- (2) Despite sections 48A(6), 114(5), and 115(6) of the Reserves Act 1977, sections 48A, 114, and 115 of that Act apply to a reserve site.
- (3) Sections 78(1)(a), 79 to 81, and 88 of the Reserves Act 1977 do not apply in relation to a reserve site.
- (4) If the reservation under **subpart 4 of this Part** of a reserve site is revoked under section 24 of the Reserves Act 1977 in relation to all or part of the site, section 25 of that Act, except subsection (2) of that provision, does not apply to the revocation.
- (5) **Subsections (2) and (3)** do not apply to the Pakapakatea and Waitapu reserve sites.

**61 Subsequent transfer of reserve land**

- (1) **Subsections (2) to (7)** apply to all, or the part, of a reserve site that, at any time after vesting in the trustees, remains a reserve under the Reserves Act 1977 (the **reserve land**).
- (2) The fee simple estate in the reserve land may be transferred to any other person only in accordance with **subsections (3) to (7)**, despite any other enactment or rule of law. 5
- (3) The Minister of Conservation must give written consent to the transfer of the fee simple estate in the reserve land to another person or persons (the **new owners**) if, on written application, the registered proprietors of the reserve land satisfy the Minister of Conservation that the new owners are able to— 10
- (a) comply with the requirements of the Reserves Act 1977; and
- (b) perform the duties of an administering body under the Reserves Act 1977. 15
- (4) The Registrar-General must, upon receiving the documents specified in **subsection (5)**, register the new owners as the proprietors of the fee simple estate in the reserve land.
- (5) The documents are— 20
- (a) a transfer instrument to transfer the fee simple estate in the reserve land to the new owners, including a notification that the new owners are to hold the reserve land for the same reserve purposes as it was held by the administering body immediately before the transfer; and 25
- (b) the written consent of the Minister of Conservation to the transfer of the reserve land; and
- (c) any other document required for the registration of the transfer instrument.
- (6) The new owners, from the time of registration under **subsection (4)**,— 30
- (a) are the administering body of the reserve land for the purposes of the Reserves Act 1977; and
- (b) hold the reserve land for the same reserve purposes as it was held by the administering body immediately before the transfer. 35

- (7) Despite **subsections (1) and (2), subsections (3) to (6)** do not apply to the transfer of the fee simple estate in the reserve land if—
- (a) the transferors of the reserve land are or were trustees of a trust; and 5
  - (b) the transferees are the trustees of the same trust, after any new trustee has been appointed to the trust or any transferor has ceased to be a trustee of the trust; and
  - (c) the instrument to transfer the reserve land is accompanied by a certificate given by the transferees, or the transferees' solicitor, verifying that **paragraphs (a) and (b)** apply. 10
- 62 Application of other enactments**
- (1) Sections 24 and 25 of the Reserves Act 1977 do not apply to the revocation, under **subpart 4 of this Part**, of the reserve status of a cultural redress property. 15
- (2) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to—
- (a) the vesting of the fee simple estate in a cultural redress property under **subpart 4 of this Part**; or 20
  - (b) any matter incidental to, or required for the purpose of, the vesting.
- (3) The vesting of the fee simple estate in a cultural redress property under **subpart 4 of this Part** does not—
- (a) limit section 10 or 11 of the Crown Minerals Act 1991; 25
  - or
  - (b) affect other rights to subsurface minerals.
- (4) The permission of a council under section 348 of the Local Government Act 1974 is not required for laying out, forming, granting, or reserving a private road, private way, or right of way required to fulfil the terms of the deed of settlement in relation to a cultural redress property. 30
- (5) The Minister of Conservation may grant all easements required by the deed in relation to lands held under the Conservation Act 1987 for conservation purposes. 35
- (6) An easement granted under **subsection (5)**—

- (a) is registrable under section 17ZA(2) of the Conservation Act 1987 as if it were a deed to which that provision applied; and
- (b) is enforceable in accordance with its terms, despite Part 3B of that Act. 5

### 63 Application of certain payments

- (1) The Minister of Conservation may direct that any intra-Crown payment for a site listed in **subsection (2)** be paid and applied in the manner specified in section 82(1)(a) of the Reserves Act 1977. 10
- (2) The sites are—
  - (a) Mōtū Karaka:
  - (b) Pākiki:
  - (c) Marton Golf Course:
  - (d) the Lake Koitiata site: 15
  - (e) Pakapakatea:
  - (f) Waitapu.

## Subpart 6—Place names

### 64 Interpretation

In this subpart,— 20

**new official geographic name**—

- (a) means the name to which the existing official geographic name is altered under **section 65(1)**; and
- (b) includes any alteration to the new official geographic name under **section 67** 25

**New Zealand Geographic Board** means the board continued by section 7 of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008.

### 65 New official geographic name

- (1) The existing official geographic name specified in the first column of the table set out in Part 9 of the Schedule of the deed of settlement (at the settlement date) is altered to the new official geographic name specified in the second column of that table. 30
- (2) The change made under **subsection (1)** is to be treated as having been made by the New Zealand Geographic Board in ac- 35

cordance with the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008.

- 66 Publication of new official geographic name** 5  
The New Zealand Geographic Board must, as soon as practicable after the settlement date, comply with section 21(2) and (3) of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008 (which relate to public notice) as if the change under **section 65** of this Act were a determination referred to in section 21(1) of that Act.
- 67 Alteration of new official geographic name** 10  
(1) Despite the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008, the New Zealand Geographic Board may, with the consent of the trustees, alter any new official geographic name or its location.  
(2) **Section 66** applies, with any necessary modifications, to an alteration made under **subsection (1)**. 15
- 68 When new official geographic name takes effect**  
Place names altered under **section 65 or 67** take effect on the date of the *Gazette* notice published under **section 66**.
- 69 New reserve name** 20  
Despite section 16(10) of the Reserves Act 1977, the name of Round Bush Scenic Reserve is altered to be Omarupapako/Round Bush Scenic Reserve.
- Part 3**  
**Commercial redress** 25  
Subpart 1—Transfer of commercial redress properties
- 70 Transfer of commercial redress properties**  
(1) To give effect to Part 7 of the deed of settlement, the Crown (acting by and through the chief executive of the land holding agency) is authorised to do 1 or both of the following: 30

- (a) transfer the fee simple estate in a commercial redress property to the trustees:
- (b) sign a transfer instrument or other document, or do any other thing, to effect a settlement transfer.
- (2) Subject to **section 75(2) and (3)**, in exercising its powers under **subsection (1)**, the Crown is not required to comply with any other enactment that would otherwise regulate or apply to a settlement transfer. 5
- 71 Registrar-General to create computer freehold register for deferred selection property** 10
- (1) This section applies to a deferred selection property (except ~~Wanganui Whanganui~~ (Kaitoke) Prison) to the extent that it is not all of the land contained in a computer freehold register, or that the computer freehold register is limited as to parcels, or there is no computer freehold register for all or part of the property. 15
- (2) The Registrar-General must, in accordance with a written application by an authorised person, and after completion of any necessary survey, create 1 computer freehold register in the name of the Crown— 20
- (a) subject to, and together with, any encumbrances that are registered, notified, or notifiable and that are described in the written application; but
- (b) without any statement of purpose.
- (3) In this section and **sections 72 to 74**, **authorised person** means a person authorised by the chief executive of the land holding agency for the ~~deferred selection property~~ commercial redress property. 25
- 72 Registrar-General to create computer freehold registers for ~~Wanganui Whanganui~~ (Kaitoke) Prison** 30
- (1) This section applies in relation to ~~Wanganui Whanganui~~ (Kaitoke) Prison if clause 7.30A of the deed of settlement applies (which relates to a decision by the trustees to purchase ~~Wanganui Whanganui~~ (Kaitoke) Prison).
- (2) After the completion of any necessary survey, the Registrar-General must, in accordance with a written application by an 35



authorised person, create 2 computer freehold registers in the name of the Crown, each for an undivided one half share of the fee simple estate in the ~~Wanganui~~ Whanganui (Kaitoke) Prison subject to, and together with, any relevant encumbrances that are registered, notified, or notifiable and that are described in the application. 5

- (3) The computer freehold registers created under **subsection (2)** must then be transferred in accordance with clause 7.30A(3) and (4) of the deed of settlement.

**73 Registrar-General to create computer freehold register for land subject to single Crown forestry licence** 10

- (1) This section applies to land to be transferred to the trustees under Part 7 of the deed of settlement that is subject to a single Crown forestry licence.

- (2) The Registrar-General must, in accordance with a written application by an authorised person, and after completion of any necessary survey, create 1 computer freehold register in the name of the Crown— 15

- (a) subject to, and together with, any encumbrances that are registered, notified, or notifiable and that are described in the written application; but 20
- (b) without any statement of purpose.

**74 Authorised person may grant covenant for later creation of computer freehold register**

- (1) For the purposes of **sections 71 to 73**, the authorised person may grant a covenant to arrange for the later creation of a computer freehold register for any land that is to be transferred to the trustees under Part 7 of the deed of settlement. 25

- (2) Despite the Land Transfer Act 1952,—

- (a) the authorised person may request the Registrar-General to register a covenant (referred to in **subsection (1)**) under the Land Transfer Act 1952 by creating a computer interest register; and 30

- (b) the Registrar-General must register the covenant in accordance with **paragraph (a)**. 35

**75 Application of other enactments**

- (1) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to—
- (a) a settlement transfer; or
  - (b) a matter incidental to, or required for the purpose of, a settlement transfer. 5
- (2) The transfer of a commercial redress property does not—
- (a) limit section 10 or 11 of the Crown Minerals Act 1991; or
  - (b) affect other rights to subsurface minerals. 10
- (3) The transfer of a commercial redress property is a disposition for the purposes of Part 4A of the Conservation Act 1987, but sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition.
- (4) The permission of a council under section 348 of the Local Government Act 1974 is not required for laying out, forming, granting, or reserving a private road, private way, or right of way that may be required to fulfil the terms of Part 7 of the deed of settlement in relation to the transfer of a commercial redress property. 15 20

**Subpart 2—Settlement licensed land****76 Settlement licensed land ceases to be Crown forest land**

- (1) The settlement licensed land ceases to be Crown forest land on the registration of the transfer of the fee simple estate in the land to the trustees. 25
- (2) However, although the settlement licensed land does not cease to be Crown forest land until the transfer of the fee simple estate in the land to the trustees is registered, neither the Crown nor any court or tribunal may do any thing, or omit to do any thing, if that act or omission would, between the settlement date and the date of registration, be consistent with the Crown Forest Assets Act 1989, but inconsistent with this Part or Part 7 of the deed of settlement. 30

- 77 Trustees confirmed beneficiaries and licensors in relation to settlement licensed land**
- (1) The trustees are, in relation to the settlement licensed land, the confirmed beneficiaries under clause 11.1 of the Crown forestry rental trust deed. 5
- (2) The effect of **subsection (1)** is that—
- (a) the trustees are entitled to the rental proceeds payable since the commencement of the Crown forestry licence; and
- (b) all the provisions of the Crown forestry rental trust deed apply on the basis that the trustees are the confirmed beneficiaries. 10
- (3) The Crown must give notice under section 17(4)(b) of the Crown Forest Assets Act 1989 in respect of each Crown forestry licence, even though the Waitangi Tribunal has not made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the settlement licensed land. 15
- (4) Notice given by the Crown under **subsection (3)** has effect as if— 20
- (a) the Waitangi Tribunal had made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the settlement licensed land; and
- (b) the recommendation had become final on the settlement date. 25
- (5) The trustees are the licensor under each Crown forestry licence as if the settlement licensed land had been returned to Māori ownership—
- (a) on the settlement date; and
- (b) under section 36 of the Crown Forest Assets Act 1989. 30
- (6) However, section 36(1)(b) of the Crown Forest Assets Act 1989 does not apply to the settlement licensed land.
- 78 Effect of transfer of settlement licensed land**
- (1) **Section 77** applies whether or not, by the settlement date,—
- (a) the transfer of the fee simple estate in the settlement licensed land has been registered; or 35

- (b) the processes described in clause 17.4 of the Crown forestry licence have been completed.
- (2) To the extent that the Crown has not completed the processes referred to in **subsection (1)(b)** before the settlement date, it must continue those processes— 5
- (a) after the settlement date; and
- (b) until the processes are completed.
- (3) For the period from the settlement date until the completion of the processes referred to in **subsections (1) and (2)**, the licence fee payable under the Crown forestry licence in respect of the settlement licensed land is the amount calculated in the manner described in clause 7.15 of the deed of settlement. 10
- ~~(4) With effect from the settlement date,—~~
- ~~(a) references to the prospective proprietors in clause 17.4 of the Crown forestry licence must, in relation to the settlement licensed land, be read as if they were references to the trustees; and 15~~
- ~~(b) the Crown is empowered to grant the easements referred to in clause 7.16 of the deed of settlement and; if an easement is granted over a conservation area, the easement is— 20~~
- ~~(i) registrable under section 17ZA(2) of the Conservation Act 1987, as if it were a deed to which that provision applied; and~~
- ~~(ii) enforceable in accordance with its terms, despite Part 3B of the Conservation Act 1987. 25~~
- (4) With effect from the settlement date, the references to the prospective proprietors in clause 17.4 of the Crown forestry licence must, in relation to the settlement licensed land, be read as if they were references to the trustees. 30

#### **79 Public access to settlement licensed land**

- (1) Clause 6.2 of each Crown forestry licence (which relates to public entry for recreational purposes) continues to apply even though the Crown is no longer the licensor under the licence because the land has been transferred to the trustees under **section 70**. 35

- (2) A notification to the same effect as described in **subsection (1)** must—
- (a) be recorded against each computer freehold register for the settlement licensed land; and
  - (b) on application by the registered proprietor, be removed from each computer freehold register for the settlement licensed land on the expiry of the Crown forestry licence. 5

**80 Public right of way easement may be granted**

- (1) A public right of way easement may be granted under section 8 of the Crown Forest Assets Act 1989 in relation to the settlement licensed land and is enforceable in accordance with its terms, despite its subject matter. 10
- (2) Sections 26 and 27 of the Crown Forest Assets Act 1989 apply to any variation, renewal, or cancellation under section 8(b) of that Act of a public right of way easement. 15
- (3) The permission of a council under section 348 of the Local Government Act 1974 is not required to lay out, form, grant, or reserve a private road, private way, or right of way under this section. 20
- (4) In this section, **public right of way easement** means an easement in gross granted in relation to the settlement licensed land, as described in clause 7.22 of the deed of settlement.

Subpart 3—Unlicensed Crown forest land

**81 Unlicensed Crown forest land**

- (1) This section applies if the trustees elect to purchase the unlicensed Crown forest land. 25
- (2) On the actual deferred selection settlement date, the unlicensed Crown forest land and any Crown forestry assets associated with that land cease to be Crown forestry assets. 30
- (3) However, this section does not apply if, in relation to the unlicensed Crown forest land, the agreement referred to in clause 7.30 of the deed of settlement is cancelled in accordance with paragraph 11 of Part 22 of the Schedule of the deed of settlement. 35

- (4) In this section, **Crown forestry assets** has the same meaning as in section 2(1) of the Crown Forest Assets Act 1989.

#### Subpart 4—Access to protected sites

### 82 Meaning of protected site

In this subpart, **protected site** means any area of land situated in the settlement licensed land or the unlicensed Crown forest land that—

- (a) becomes a registered place within the meaning of section 2 of the Historic Places Act 1993; and
- (b) is wāhi tapu or a wāhi tapu area within the meaning of section 2 of that Act.

### 83 Right of access to protected site

- (1) The owner of the land on which a protected site is situated and any person holding an interest in, or right of occupancy to, that land must allow access across the land to each protected site to Māori for whom the protected site is of special spiritual, cultural, or historical significance.
- (2) The right of access may be exercised by vehicles or by foot over any reasonably convenient routes specified by the owner.
- (3) The right of access is subject to the following conditions:
  - (a) a person intending to exercise the right of access must give the owner reasonable notice of his or her intention to exercise that right; and
  - (b) the right of access may be exercised only at reasonable times and during daylight hours; and
  - (c) a person exercising the right of access must observe any reasonable conditions imposed by the owner relating to the time, location, or manner of access as are reasonably required—
    - (i) for the safety of people; or
    - (ii) for the protection of land, improvements, flora and fauna, plant and equipment, or livestock; or
    - (iii) for operational reasons.

**84 Right of access subject to Crown forestry licence**

- (1) The right of access conferred by **section 83** is subject to and does not override the terms of any Crown forestry licence, except where the licensee has agreed to an exercise of the right of access. 5
- (2) An amendment to a Crown forestry licence will be of no effect to the extent that it purports to—
  - (a) delay the date from which a person who has a right of access under **section 83** may exercise that right; or
  - (b) otherwise adversely affect the right of access. 10

**85 Registrar-General must note right of access**

- (1) This section applies to any settlement licensed land or unlicensed Crown forest land on which a protected site is situated.
- (2) The Registrar-General must, in accordance with a written application by an authorised person, make a notation on the computer freehold register for the settlement licensed land and the unlicensed Crown forest land that the land is subject to the right of access set out in **section 83**. 15
- (3) An application must be made as soon as is reasonably practicable after—
  - (a) the settlement date, in the case of settlement licensed land; or
  - (b) the actual deferred selection settlement date, in the case of the unlicensed Crown forest land. 25
- (4) However, if a computer freehold register has not been created by the settlement date or the actual deferred selection settlement date, as the case may be, an application must be made as soon as is reasonably practicable after the register has been created. 30
- (5) In this section, **authorised person** means—
  - (a) a person authorised by the chief executive of LINZ, for the settlement licensed land; and
  - (b) a person authorised by the Director-General of the Ministry of Agriculture and Forestry, for the unlicensed Crown forest land. 35

**86 Limitations on application of subpart**

This subpart does not apply to the unlicensed Crown forest land if—

- (a) the trustees do not elect to acquire the property under clause 7.28.2 of the deed of settlement; or
- (b) the agreement for sale and purchase constituted by clause 7.30 of the deed of settlement is cancelled in accordance with paragraph 11 of Part 22 of the Schedule of the deed of settlement.



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**Schedule 1**  
**Statutory areas**

**ss 10**

<b>Statutory area</b>	<b>Location</b>
Pukepuke Lagoon	As shown on SO 402245
Omarupapako	As shown on SO 402246
Ruakiwi	As shown on SO 402247
Part of Rangitikei River	As shown on SO 402252
Part of Turakina River	As shown on SO 402253
Part of Whangaehu River	As shown on SO 402254
Part of Mangawhero River	As shown on SO 402255
Part of Oroua River	As shown on SO 402256
Ngāti Apa (North Island) Coastal Marine Area	As shown on SO 402250

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**Schedule 2****ss 42, 56****Cultural redress properties**

All cultural redress properties are in the Wellington Land District.

**Part 1****Papakainga properties**

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<b>Name of site</b>	<b>Description</b>	<b>Encumbrances</b>
AgResearch lands	9.2800 hectares, more or less, being Section 2 SO 37105. Part Computer Freehold Register WN 48B/813.	
Parewanui School	<del>0.9105 hectares, approximately, being part Section 25 Rangitikei District. All Computer Freehold Register 111346 (limited as to parcels). Subject to survey</del> 0.9129 hectares, more or less, being Section 1 SO 419812. All Computer Freehold Register 111346 (limited as to parcels).	Subject to unregistered Deed of Lease between the Crown and Te Runanga o Ngāti Apa Society Incorporated. Subject to a Licence to Occupy dated 1 May 2005 between the Crown and Parewanui Playgroup.
Part of the Santoft Forest	<del>10 hectares, approximately, being Part Lot 1 DP 70435. Part Computer Freehold Register WN 21B/822 and Part GN 893837.1. Subject to survey</del> 10.0100 hectares, more or less, being Lot 1 DP 420343. Part Computer Freehold Register WN 21B/822 and Part GN 893837.1.	Excludes trees owned by the Crown forestry licensee. Subject to Protective Covenant Certificate Computer Interest Register WN 1300/13.

Part 1—*continued*

Name of site	Description	Encumbrances
Part of the Lismore Sand Forest	<del>10 hectares, approximately, being Part Lot 1 DP 70437. Part Computer Freehold Register WN 21C/293. Subject to survey 10.0900 hectares, more or less, being Lot 1 DP 420342. Part Computer Freehold Register WN 21C/293.</del>	Excludes trees owned by the Crown forestry licensee. Subject to Protective Covenant Certificate Computer Interest Register WN 1300/12.
Kauangaroa School	1.8123 hectares, more or less, being Kauangaroa Maori Reserve and Kauangaroa 3G9. All Computer Freehold Register WN 52D/658 and All Transfer 213126.	Subject to an unregistered Residential Tenancy Agreement.

## Part 2

## Wāhi tapu properties

Name of site	Description	Encumbrances
Pukepuke Lagoon House site	<del>0.27 hectares, approximately, being Part Section 798 Town of Carnarvon. Part <i>Gazette</i> 1869 p 544. Subject to survey 0.3036 hectares, more or less, being Section 1 SO 428401. Part B 212575.1.</del>	Together with a right of way easement in gross over <del>A, B, D, and G on DP 70916 and C on DP 70917.</del> Created by B 212575.3 (to be varied). <del>Together with a right of way easement over adjoining Part Section 798 Town of Carnarvon yet to be surveyed and created. Refer clause 6.1.8. of the deed of settlement.</del> <u>Together with the right of way easement referred to in <b>section 44(3).</b></u> <del>Together with an unregistered deed granting right of way easement in gross over X and J on DP 70440. To be varied and registered.</del> <u>Together with the right of way easement in gross referred to in <b>section 44(5).</b></u>
Waimahora Stream site	<del>19.44 hectares, approximately, being Part Section 400 Rangitikei District. Part <i>Gazette</i> 1969 p 851. Subject to survey 19.2142 hectares, more or less, being Section 1 SO 419788. Part GN 893837.1.</del>	Subject to the conservation covenant referred to in <b>section 45(3).</b>
Lake Koiitiata site	41.4650 hectares, more or less, being Section 492 Rangitikei District. All GN 6143991.1.	Subject to section 19(1)(a) of the Reserves Act 1977 for the purposes of a scenic reserve.

Part 2—*continued*

Name of site	Description	Encumbrances
Marton Golf Course	50.8260 hectares, more or less, being Section 356 Rangitikei District. All Computer Freehold Register WN 9D/277.	Subject to section 17 of the Reserves Act 1977 for the purposes of a recreation reserve. Subject to the existing lease (B. 193460.1) dated 10 September 1991 between the Marton Golf Club Incorporated and Her Majesty the Queen. Subject to unregistered variation of lease B. 193460.1 dated 11 September 2003.
Lake Hickson site	5.3218 hectares, more or less, being Lot 1 DP 403965. Part transfer 7870340.1.	Subject to open space covenant 7557271.1. Subject to right to drain sewage created by Transfer B. 287722.1. Appurtenant right to convey water and a right of way created by Transfer B. 287722.2. Appurtenant pedestrian right of way created by Easement Instrument 7860242.3. The easements created by Easement Instrument 7860242.3 are subject to section 243(a) of the Resource Management Act 1991. Subject to consent notice pursuant to section 221 of the Resource Management Act 1991–7860242.2.

Part 2—*continued*

Name of site	Description	Encumbrances
Lake William site	5.2511 hectares, more or less, being Lot 2 DP 403965. Part <del>Transfer</del> <u>Transfer 7870340.1.</u> 4.8300 hectares, more or less, being Section 1 <del>SO 418199</del> <u>SO 421378.</u> Part Transfer 320033.	Subject to open space covenant 7522341.1. Subject to right to convey water and right to convey electricity created by Easement Instrument 7860242.5. Appurtenant right to convey water created by Transfer B. 287722.2. Appurtenant pedestrian right of way created by Easement Instrument 7860242.4. The easements created by Easement Instruments 7860242.4 and 7860242.5 are subject to section 243(a) of the Resource Management Act 1991. Subject to consent notice pursuant to section 221 of the Resource Management Act 1991—7860242.2. Subject to an unregistered licence to occupy to the Manawatu Water Ski Club.
Mōtū Karaka	<del>28.1700 hectares, approximately, being part Section 545 Left Bank Wanganui River. Part Gazette 1991 p 2524 together with the corrigendum by Gazette 1991 p 2792. Subject to survey</del> <u>28.7000 hectares, more or less, being Section 1 SO 421260. Part Gazette Notice 875442.1.</u>	Subject to section 19(1)(a) of the Reserves Act 1977 for the purposes of a scenic reserve.

Part 2—*continued*

Name of site	Description	Encumbrances
Ruatangata site	8.4354 hectares, more or less, being Section 5 SO 417422. Part Proclamation 3042.	Subject to the unregistered lease dated 23 February 1972 between Her Majesty the Queen and John Donald Wilkie. Subject to the easements referred to in <b>section 48(2)(a) and (2)(b)</b> . <u>Together with a right of way easement over A on SO 417422. To be created.</u>
Pākiki	19.8480 hectares, more or less, being Lots 1, 2, and 3 DP 47116 and Section 10 Block XI Mangawhero Survey District. All Transfer 416726.4 and all GN 506931.1.	Subject to section 19(1)(a) of the Reserves Act 1977 for the purposes of a scenic reserve.
Lake Ngaruru site	<del>1.2141</del> hectares, <del>approximately</del> , being Section <del>129</del> Pārae Kareta District. Part <i>Gazette</i> 1874 p 692. <del>Subject to survey</del> <u>1.5456 hectares, more or less, being Sections 1 and 2 SO 420609. Part <i>Gazette</i> 1874 p 692.</u>	Subject to the covenant referred to in <b>section 49(3)</b> .

**Ngāti Apa (North Island) Claims  
Settlement Bill**

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Part 2—*continued*

<b>Name of site</b>	<b>Description</b>	<b>Encumbrances</b>
Pakapakatea	<del>16.8120 hectares, approximately, being Section 71 and Part Section 80 Block XV Rangitoto Survey District and Section 282 Town of Sandon. Part <i>Gazette</i> 1879 p 469 and all GN 335904.1. Subject to survey.</del> <u>14.9526 hectares, more or less, being Section 1 SO 420870. Part <i>Gazette</i> 1879 p 469 and all GN 335904.1.</u>	Subject to section 23 of the Reserves Act 1977 for the purposes of a local purpose reserve (soil conservation and river control), being controlled and managed by Manawatu-Wanganui Regional Council.
Waitapu	<del>10.7950 hectares, approximately, being Part Section 13 Block XIII Ongo Survey District. All <i>Gazette</i> 1974 p 754. Subject to survey.</del> <u>11.0474 hectares, more or less, being Section 1 SO 420489. All <i>Gazette</i> 1974 p 754.</u>	Subject to section 23 of the Reserves Act 1977 for the purposes of a local purpose reserve (soil conservation and river control), being controlled and managed by Manawatu-Wanganui Regional Council.

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**Legislative history**

25 August 2009  
17 November 2009

Introduction (Bill 68–1)  
First reading and referral to Māori Affairs  
Committee

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