Version
as at 12 April 2022

Ngāti Manawa Claims Settlement Act 2012

Public Act	2012 No 27
Date of assent	5 April 2012
Commencement	see section 2

Contents

Note

The Parliamentary Counsel Office has made editorial and format changes to this version using the powers under subpart 2 of Part 3 of the Legislation Act 2019.

Note 4 at the end of this version provides a list of the amendments included in it.

This Act is administered by the Office for Māori Crown Relations—Te Arawhiti.

The Parliament of New Zealand enacts as follows:

1 Title

This Act is the Ngāti Manawa Claims Settlement Act 2012.

2 Commencement

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

Purpose of Act

3 Purpose

The purpose of this Act is—

(a) to record the acknowledgements and the apology offered by the Crown to Ngāti Manawa in the deed of settlement dated 12 December 2009 and signed by—

(i) the Minister for Treaty of Waitangi Negotiations, the Honourable Christopher Finlayson, and the Minister of Māori Affairs, the Honourable Dr Pita R Sharples; and

(ii) William Bird, Robert Jenner, Patrick McManus, Maurice ToeToe, Louis McManus, Pouwhare Rewi, Ema Kalman, Hiraani Stafford, and Henry Nuku:

(b) to give effect to certain provisions of the deed of settlement, which is the deed that settles the Ngāti Manawa historical claims.

4 Act binds the Crown

This Act binds the Crown.

5 Outline

(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.

(2) Section 6 sets out the historical account given in Part 2 of the deed of settlement.

(3) Sections 3, 4, and 7 to 19—

(a) set out the purpose of this Act, record the acknowledgements and apology given by the Crown to Ngāti Manawa in the deed of settlement, and specify that the Act binds the Crown; and

(b) define terms used in this Act, including key terms such as Ngāti Manawa and historical claims; and

(c) provide 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

(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 limit on the duration of a trust, the timing of actions or matters provided for in this Act, and access to the deed of settlement.

(4) Sections 20 to 129 provide for cultural redress, including—

(a) an overlay classification for 1 site; and

(b) protocols to be issued to the trustees of Te Rūnanga o Ngāti Manawa by the Minister of Conservation, the Minister of Fisheries, the Minister of Energy and Resources, and the Minister for Arts, Culture and Heritage; and

(c) an acknowledgement by the Crown of the statements made by Ngāti Manawa of their cultural, spiritual, historical, and traditional association with 10 statutory areas, and the effect of that acknowledgement; and

(d) deeds of recognition between the Crown and the trustees of Te Rūnanga o Ngāti Manawa; and

(e) the 2 advisory committees; and

(f) 27 pou rāhui sites; and

(g) the alteration of place names; and

(h) the vesting in the trustees of Te Rūnanga o Ngāti Manawa of the fee simple estate in 20 cultural redress properties and 2 non-cultural redress properties (including 4 jointly vested sites) and subsequent management arrangements in relation to various sites; and

(i) the vesting and giftback of 1 site.

(5) Sections 130 to 132 provide for commercial redress, including the transfer of the deferred selection properties to the trustees of Te Rūnanga o Ngāti Manawa in accordance with the deed of settlement.

(6) There are 3 schedules that—

(a) describe the 10 statutory areas to which the statutory acknowledgements relate; and

(b) describe the 27 pou rāhui sites; and

(c) describe the 20 cultural redress properties and 2 non-cultural redress properties (including 4 jointly vested sites).

Section 5(3)(c)(iv): amended, on 30 January 2021, by section 161 of the Trusts Act 2019 (2019 No 38).

Historical account

6 Account

Introduction

(1) This historical account describes the relationship between the Crown and Ngāti Manawa between 1840 and 1992 and identifies Crown actions which have caused grievance to Ngāti Manawa over the generations. It provides context for the Crown's acknowledgements of its Treaty breaches against Ngāti Manawa and for the Crown's apology to Ngāti Manawa. This historical account covers the following topics:

(a) Ngāti Manawa; and

(b) The New Zealand Wars and Ngāti Manawa; and

(c) Crown Campaign Against Te Kooti and the Whakarau; and

(d) The Native Land Laws and Ngāti Manawa; and

(e) Ngāti Manawa Leases; and

(f) Native Land Court Hearings; and

(g) Crown Purchases of Ngāti Manawa Lands 1878-1881; and

(h) Ngāti Manawa and the Native Land Court 1882-1893; and

(i) Crown Purchasing in the 1890s amid continuing Ngāti Manawa Poverty; and

(j) The Establishment of the Urewera District Native Reserve; and

(k) Implementation of the Urewera District Native Reserve Act 1896; and

(l) The Urewera Commission Determines Titles; and

(m) Continuing Crown Purchasing in the Twentieth Century; and

(n) The Urewera District Reserve Consolidation Scheme; and

(o) Ngāti Manawa Reserves; and

(p) Rivers and Freshwater Fisheries; and

(q) Land Development Schemes; and

(r) Farms for Returned Servicemen; and

(s) Further Crown Acquisitions of Ngāti Manawa Land for the Forestry Industry; and

(t) Forestry and Post 1984 Restructuring.

Ngāti Manawa

(2) The Ngāti Manawa rohe is a vast geographical area bounded by the Ika Whenua ranges in the east, the Taupo/Napier highway to the south, the western edge of the Kaingaroa plains and the southern edge of Rerewhakaaitu to the north.

(3) Tangiharuru journeyed from the Waikato to the Bay of Plenty with a group that included his uncle Wharepakau and conquered the Marangaranga, the original people of the Rangitaiki valley. Tangiharuru lit a beacon fire at Hināmoki to signal their victory. Ngāti Manawa subsequently established many kāinga, moving seasonally within their rohe to use the resources of the Kuhawaea and Kaingaroa Plains to sustain their people. The climate ranged from very cold, wet winters to extremely hot, dry summers. Ngāti Manawa learned to survive in this environment by maintaining a fine balance of use and regeneration of resources for both their own use and for trade with other hapū and iwi.

(4) The Rangitaiki River is the tipuna awa and living taonga of Ngāti Manawa. Its eel fishery was and remains vital to Ngāti Manawa's traditional economy and the river provided a valuable transport and trading route.

(5) Ngāti Manawa had a number of hapū, each under the leadership of its chiefs. They were in turn led by an ariki selected by all hapū to lead the iwi. The role of the ariki was to safeguard the social, economic, and political welfare of the people and to defend its mana whenua. Chiefs had authority over the lands they managed and defended under traditional land tenure arrangements in which lands were utilised for whānau and hapū benefit. Ngāti Manawa held and managed their rivers and lands in accordance with tikanga.

(6) Ngāti Manawa had little contact with the Crown until the early 1860s and the Crown did not try to exercise authority in their region during this period. The Rangitaiki Valley was the easiest route inland to and from the Urewera, Hawke's Bay and the Bay of Plenty. By the early 1860s Ngāti Manawa were engaged in negotiations with settlers who wished to lease land from them. Ngāti Manawa chiefs had a clear preference to retain ownership of their lands while deriving a cash income.

The New Zealand Wars and Ngāti Manawa

(7) In 1856 Ngāti Manawa attended a hui with other Māori at Pūkawa at which a number of matters were discussed including land issues and the possible establishment of a Māori King. This eventually led to the establishment of the King movement or Kingitanga. Māori could choose to place their lands under the protection of a Māori King. The Crown considered the Kingitanga to be a challenge to its sovereignty. While sympathetic to the Kingitanga, Ngāti Manawa took a neutral approach.

(8) War broke out between the Crown and Māori in the early 1860s in Taranaki and later in the Waikato. In early 1864 Rewi Maniapoto, a chief from the Waikato region, appealed to Ngāti Manawa for assistance. Takarua Korakaitoki and his wife Rawinia travelled to the Waikato and were wounded at a battle at Ōrākau.

(9) In late 1864 prophets of the Pai Mārire religious movement (which was popular among Kingitanga Māori) arrived in the eastern Bay of Plenty. They met with Ngāti Manawa and others at Tauaroa and got a mixed reaction.

(10) Actions by some Māori from other iwi, associated with Pai Mārire, alarmed the Government. In April 1865 the Government proclaimed that it would use all the means in its power to suppress the fanatical doctrines it associated with Pai Mārire and called upon all "well disposed" persons to assist them.

(11) Ngāti Manawa considered that the conflict between the Crown and Pai Mārire adherents was likely to spread to their lands and would force a response from them. They met with Ngāti Whare at Whatatara to decide what to do. It was agreed that some would join Pai Mārire and others would join the Government. Ngāti Manawa decided to support the Government. They and their allies fortified a pā at Te Tāpiri. It became known that Pai Mārire emissaries were intending to move through the Rangitaiki region towards the Waikato. Ngāti Manawa warned them against crossing through their rohe.

(12) In May 1865 the Pai Mārire group and their allies laid siege to Te Tāpiri. The defenders were led by Peraniko Tahawai. Other prominent Ngāti Manawa involved in the siege were Rewi Rangiamio, Te Wiremu Enoka, and the prophetess Hinekou, the wife of Mānuka Te Mauparaoa. The defenders exhausted their ammunition and food supplies and broke out of the pā on 7 June 1865. They were pursued to the Wheao River by the Pai Mārire group, before a relieving column of Government troops and allies drove the pursuers off.

(13) The engagement at Te Tāpiri had significant consequences for Ngāti Manawa's relationship with the Crown. It also began a period of conflict with neighbouring iwi with whom they had close whanaunga ties.

(14) After Te Tāpiri Ngāti Manawa had to abandon their pā and cultivations in the Rangitaiki Valley. They were cut off from their traditional economic resources for more than a year while living as refugees in Rotorua.

(15) Ngāti Manawa lived in exile for more than a year during which time their lands were plundered. They returned to the Rangitaiki Valley in September 1866, and built a new meeting house and a number of whare at Motumako. They also had to replant their cultivations.

(16) After their return from exile Ngāti Manawa began negotiating to restore their relationships with their neighbouring iwi who had fought against the Crown. In recognition of Ngāti Manawa's military service, the Crown awarded them land near Matata and presented them with a flag "Te Aroha o Kuini Wikitoria". Ngāti Manawa knew that the land at Matata belonged to another iwi.

Crown Campaign Against Te Kooti and the Whakarau

(17) In July 1868 Te Kooti Arikirangi led an escape by Māori who had been imprisoned by the Crown on the Chatham Islands without trial for over two years. The Crown set out to apprehend Te Kooti and his followers (known as the Whakarau) and was soon engaged in war on the East Coast against them. Early in 1869 the Whakarau retreated into the Urewera and forged a covenant with some iwi leaders there.

(18) The Whakarau and their allies attacked Ngāti Manawa at Motumako in March 1869. Ngāti Manawa were again forced into exile at Rotorua as their rohe became a war zone and was once more too unsafe for them to remain. In May 1869 the Crown renewed its campaign against the Whakarau. The Crown established a number of redoubts in the Rangitaiki region, including an important base, Fort Galatea, near Kāramuramu in the heart of Ngāti Manawa's rohe. A number of Ngāti Manawa were enrolled in companies of the Armed Constabulary which used Fort Galatea as a base. The Ngāti Manawa troops were not well provisioned by the Crown.

(19) For the next four years Ngāti Manawa were disconnected from their homes, cultivations and traditional resources and many of their men were away from their whānau while on military duty.

(20) The return of warfare to their rohe again forced Ngāti Manawa to act. They generally allied with the Crown between 1868 and 1872. However, the war situation posed difficult choices of allegiance for Ngāti Manawa. Harehare Atarea recorded that he had unsuccessfully attempted in 1869 to protect his whānau from an iwi fighting on the other side of the conflict at Te Harema by positioning himself at the front of the Crown's attacking forces. He stated that he felt great shame that he was unable to prevent the killing of his close relatives. Although they generally maintained their alliance with the Crown, it is a Ngāti Manawa tradition that Harehare scouted for Te Kooti at one time.

(21) Several neighbouring iwi surrendered to the Crown forces in May and June 1870. Te Kooti remained at large and Ngāti Manawa warriors played an active part in the Crown's pursuit of him until he found sanctuary in the Waikato in 1872.

(22) The war years had significant long-term economic, social, and other consequences for Ngāti Manawa. Because they generally allied with the Crown they were labelled, by some, as kūpapa.

(23) Both sides of the conflict had lived off the land and used a "scorched earth" policy of plundering its resources in order to stop the other side using them. One impact of the scorched earth campaigns was that it wiped out seed stores and destroyed agricultural equipment. When Ngāti Manawa returned to their rohe in 1872 they had to again begin replanting their cultivations and re-establishing their eel weirs and other resources. The Crown did not compensate Ngāti Manawa for the damage to their lands. In 1873 and 1875 Ngāti Manawa

had to ask the Government for flour, grape seed, and other supplies because they were in economic difficulty.

(24) The damage inflicted on their food sources by Crown forces and others upset the fine balance of Ngāti Manawa's traditional economy and left them with little option but to engage with the newly emerging cash economy to improve their economic circumstances. In the years after the war they adopted a strategy of leasing rather than selling land to try to generate a regular cash income.

The Native Land Laws and Ngāti Manawa

(25) Ngāti Manawa could not, however, legally sell or lease their land without a title from the Native Land Court. Neither could they pledge it as security to enable the development of their land. The Crown had established the Native Land Court under the Native Land Acts of 1862 and 1865. Its role was to determine the ownership of Māori land "according to native custom", and convert customary title into title derived from the Crown. The titles provided for by the new land laws gave rights to individual Ngāti Manawa to sell and lease land in the same way that Pākehā could. This was a significant change from the communal land ownership recognised in customary tenure. The Court was not designed to accommodate all the complex and fluid customary land usages of Māori within its processes, because it assigned permanent ownership. It was expected by the Crown that changes to land tenure would eventually lead Māori to abandon their traditional tribal and communal approach to land holdings. The Crown did not consult with Ngāti Manawa on the Native Land Acts.

(26) An investigation of title could be initiated by any Māori. In most cases the land was surveyed, and then the Court would hear the cases of the claimants and counter-claimants. Ngāti Manawa first attended Native Land Court hearings in 1868 when another iwi made an application for what became the Kaingaroa 2 block. However, the warfare and political turbulence of the region delayed significant Ngāti Manawa engagement with the Court for another decade.

Ngāti Manawa Leases

(27) In the 1870s and 1880s the Crown employed several land purchase agents to negotiate with Māori in an attempt to open the central North Island to Pākehā settlement. One of its agents, Gilbert Mair, had led Crown forces based at Fort Galatea during the war with Te Kooti, and already had a close relationship with Ngāti Manawa leaders.

(28) In 1873 Ngāti Manawa began negotiating to lease the Kaingaroa 1 block to a Crown official (acting in a private capacity). They received a £400 deposit, but the Crown was also interested in this land, and objected to its officials competing against it. The official relinquished his private lease, and helped Crown purchase agents secure a lease for the Government. The Crown paid an advance of rent of £250 in February 1875 when 89 Ngāti Manawa signed a deed to lease it an estimated 136,000 acres.

(29) In 1874 Ngāti Manawa decided to lease the Kuhawaea block to a private party. In March 1874 the Crown paid advances of £100 each to secure Ngāti Manawa agreement to lease Pukahunui and Heruiwi. Deeds of lease were signed in February 1875.

(30) The Crown preferred to purchase land outright rather than lease it. However, it was prepared to lease land in order to prevent private parties from establishing interests in land the Crown wished to purchase. By entering into lease agreements with Ngāti Manawa the Crown established the sole right to purchase their lands for a period. The lease agreements provided that Ngāti Manawa could not alienate any interest in the leased land to anyone other than the Crown.

(31) Aside from its initial deposits the Crown refused to pay rent on the leased land until the Court had determined title because of the risk the Court would decide the owners of the land were not those who agreed to the lease. The operation of the Court was, however, suspended in the Bay of Plenty region between 1873 and 1877 in response to growing Māori dissatisfaction with it. One Crown land purchase agent later testified that it was also done "to discourage the interference of private individuals with Government negotiations". The suspension of the Court meant that ownership of land could not be judicially determined and land titles issued.

(32) Ngāti Manawa's leases would have generated an annual income of £850 had all the lessees begun paying rent as soon as they had signed their lease agreements. However, the Crown's policy meant that Ngāti Manawa only received £400 from the private lease of Kuhawaea until land title was confirmed by the Native Land Court.

(33) Floods destroyed Ngāti Manawa crops in 1877. The same year a newspaper reported that the Government had refused to help its 1860s ally Peraniko, a "well known rangatira of the Ngāti Manawa", by refusing to grant him a pension and "permitting him to die like a dog for want of medical aid and nourishment". Infectious diseases hit Ngāti Manawa hard and by 1878 their population was in serious decline.

Native Land Court Hearings

(34) In March 1878 the Crown issued a proclamation declaring that Kaingaroa 1, Pukahunui and Heruiwi were under negotiation for purchase or acquisition by the Crown. All other parties were prohibited from acquiring any interest in these blocks. The Native Land Court was about to conduct title investigations into these and other lands in which Ngāti Manawa claimed an interest.

(35) Ngāti Manawa wanted the Native Land Court hearings into the Kaingaroa 1, Kāramuramu, Pukahunui and Heruiwi blocks to take place at Karatia to minimise disruption and expense to them. The Court opened there in June 1878, but other iwi objected to this choice of venue and for a number of reasons the

Court was adjourned to Matata (60 kilometres away) despite strong protests by Ngāti Manawa.

(36) The three months of title investigations at Matata strained Ngāti Manawa resources and greatly disrupted their home routines. There was insufficient food for those attending the hearings. In August 1878, during the hearings for Kaingaroa 1, Ngāti Manawa told the Court that, as the Government had brought them to Matata, it ought to provide them with food now that they had exhausted their supplies.

(37) The Court's processes also imposed a considerable economic burden on Ngāti Manawa. The land surveys that had to be performed before the Court would investigate titles were expensive. The cost of the surveys for Heruiwi, and Kaingaroa 1 exceeded a year's annual rent and that charged for Pukahunui was more than five times the annual rent.

(38) Ngāti Manawa were awarded title to the Kaingaroa 1, Kāramuramu, Pukahunui and Heruiwi blocks. They sought the listing of more than 300 individuals on the title to Kaingaroa 1 including people from other iwi they recognised as also having interests in the block. Crown agents, however, endeavoured to persuade Ngāti Manawa to reduce the number of people on the list to make the lease easier to complete. The matter was deferred as Ngāti Manawa could not agree who should be on the list. In 1879 the Native Land Court approved a list of 31 owners handed in by Ngāti Manawa.

(39) Ngāti Manawa also participated in the 1878 title investigation into the Kaingaroa 2 block but their claim was rejected by the Court. Ngāti Manawa's request for a rehearing was refused. While dissatisfied claimants could make such requests there was no provision for appeals against Native Land Court decisions until 1894.

Crown Purchases of Ngāti Manawa Land 1878–1881

(40) At the end of the 1878 Native Land Court hearings Ngāti Manawa offered Kaingaroa 1 for sale to the Crown. The proclamations prohibiting alienations to private parties of this and the other Ngāti Manawa blocks brought before the Native Land Court remained in place, and gave the Crown the advantage of negotiating in a monopoly market position. The purchase negotiations took some time and in June 1879 Harehare Atarea and others wrote the Government that all Ngāti Manawa agreed to the sale of Kaingaroa 1. The Government had paid nearly £500 in rent and survey costs by the time Kaingaroa 1 was first offered for sale. It now treated these payments as a deposit on the purchase.

(41) Once the Crown was in purchase negotiations with Ngāti Manawa it was prepared to pay advances of purchase money to Ngāti Manawa so they could meet the costs of attending the Native Land Court hearings. It is not clear whether Ngāti Manawa accepted or understood the basis of these payments. The Crown paid an additional £1,837, including at least £339 for food consumed at Native Land Court hearings.

(42) In late October and early November 1880 the Native Land Court held a rehearing of the Kaingaroa 1 block, and confirmed Ngāti Manawa's title. Following the rehearing Ngāti Manawa wanted to submit a list of 120 owners but agreed to a Crown agent's request to submit a list of 28 owners to make the purchase easier to complete. The Crown's purchase of 103,393 acres was completed in December 1880. The purchase price was £7,754. The Crown's purchase agent found the accounts detailing what had already been paid "confusing and complicated". An entry in the Native Land Purchase Department ledger account records that £5,650 was paid at the time the deed was signed. In 1926 Harehare Atarea testified at an inquiry into Ngāti Manawa reserves. At that time he stated that he remembered receiving £2,000 as did Rawiri and that they distributed this to everybody. Rewi Rangiomio received £500 and distributed this also. Nine hundred pounds was distributed by three others. Ngāti Manawa's oral traditions are silent regarding this significant event.

(43) Ngāti Manawa continued their strategy of trying to generate a regular cash income by leasing land. They wanted to complete the leases for Pukahunui and Heruiwi but the Crown required the signing of new deeds with those recognised as the owners by the Native Land Court. It took some time to secure Ngāti Manawa agreement to those deeds.

(44) By the early 1880s the Crown was withdrawing from nearly all of its lease agreements. The Heruiwi owners signed a new deed of lease by mid-1880, but the Crown declined to pay any further rent. Crown officials disregarded Ngāti Manawa's wish for the lease to continue and instead tried to purchase the block in 1881. Ngāti Manawa received an offer for this block, from a private party, that was several thousand pounds greater than the Crown was willing to pay, but the Crown refused to lift the 1878 proclamation prohibiting alienation of land to private parties.

(45) A Crown purchase agent met with several groups of Heruiwi owners before trying to purchase the interests of as many individual owners as possible. The Crown agreed to pay £500 back rent in the final purchase negotiations. On the basis of the Crown's acquisition of individual interests the Court awarded it nearly 20,910 out of the 24,394 acres in the block in 1881. The Crown did not continue leasing the remainder of the block.

(46) Most of the owners of the Pukahunui block signed a new deed of lease but in 1881 the Crown decided to try to purchase the block. Ngāti Manawa did not wish to sell all of Pukahunui to the Crown and instead offered to refund the Crown's earlier advances of rent. The Crown insisted on having land for the rent and survey costs it had paid before it would lift its proclamation prohibiting private parties from negotiating for the block. In 1881 Ngāti Manawa agreed to the Native Land Court awarding the Crown 5,500 acres in Pukahunui. This included the best land in the 46,470 acre block.

(47) By the end of 1881 the Crown had purchased approximately 130,000 acres of Ngāti Manawa land that it had originally agreed to lease.

Ngāti Manawa and the Native Land Court 1882–1893

(48) The title investigation for Kuhawaea took place at Whakatāne in September 1882. Attending Native Land Court hearings a long distance from home continued to create difficulties for Ngāti Manawa. In 1884, when requesting a hearing for Whirinaki, Rawiri Parākiri wrote the Chief Judge of the Native Land Court that Ngāti Manawa had suffered greatly from earlier hearings at Matata and Whakatāne. The impact on Ngāti Manawa was the burden of food and accommodation costs at hearings as well as disruption to their harvesting and cultivation work at home.

(49) As with Kaingaroa 1, Ngāti Manawa attempted to accommodate the interests of neighbouring iwi in the title they and their close kin were awarded for Kuhawaea. Another iwi who claimed interests in this block declined, on principle, to participate in the Native Land Court hearings. Nevertheless Ngāti Manawa included several from this iwi on the list of owners.

(50) The challenges facing Ngāti Manawa in the 1880s were exacerbated by the depression which afflicted the New Zealand economy at this time. One impact of the depression was that the Government scaled back its land purchasing. After completing the Heruiwi and Pukahunui purchases the Government did not purchase any additional Māori land until the 1890s.

(51) Ngāti Manawa agreed to several large sales to private parties in 1882 and 1883. Ngāti Manawa hoped that these sales would lift the iwi out of poverty. The balance of the Pukahunui block that the Native Land Court had not awarded to the Crown was sold in 1882. The 21,694 acres of Kuhawaea were sold to the lessee of the land in 1883.

(52) In the early 1880s Ngāti Manawa were farming a flock of 2,000 sheep at Kāramuramu. Despite this, Ngāti Manawa were still in distressed economic circumstances in 1885. At this time a school inspector described the circumstances of the children at Galatea as "anything but cheering" and urged the Government to give them any help possible.

(53) The Court investigated the title to the Pohokura block in Hastings in March 1885 on the application of another iwi. Ngāti Manawa were not aware of the proposed hearings before they started and did not participate in them. They sent a list of four Ngāti Manawa names to the Court, but these were not included in the list of owners awarded title. Ngāti Manawa successfully applied for a rehearing and in November 1885 the Court directed the addition of the Ngāti Manawa names to the Pohokura title. Ngāti Manawa sought some financial relief by selling their interests in the Pohokura lands in February 1886.

(54) The June 1886 Tarawera eruption forced Ngāti Manawa to abandon their main settlement at Kāramuramu and seek shelter and food in the forests of Heruiwi.

(55) The Whirinaki and Heruiwi 4 blocks were the only large blocks claimed by Ngāti Manawa that did not pass through the Native Land Court before the end of the 1880s. In the mid-1880s Ngāti Manawa chiefs requested that title inves-

tigations for these blocks take place at Te Teko and Kāramuramu but both were heard at Whakatāne between October and December 1890, in the middle of the planting season and during an influenza epidemic. Some years later a Crown official reported to the Government that it was his opinion that Ngāti Manawa had spent "many thousands of pounds through being forced to attend the Land Court at Whakatāne, to say nothing of sickness and death caused by want of proper food and accommodation."

(56) The Court divided Heruiwi between Ngāti Manawa and other iwi. Ngāti Manawa were unhappy that an urupā had not been included in their award and applied for a rehearing. The Court declined on the basis of its belief that another iwi had more dead buried in the urupā. The Court awarded Whirinaki to Ngāti Manawa and a related iwi. There was a rehearing and the Court confirmed its original decision.

Crown Purchasing in the 1890s amid Continuing Ngāti Manawa Poverty

(57) In 1889 Harehare Atarea offered to sell interests in more land "because I am in debt and have been served with a writ from the Supreme Court" (a promissory note which was about to be called in). This offer was not taken up immediately, but Ngāti Manawa poverty led to further offers to sell land in the 1890s. During this decade the Government renewed its commitment to buying Māori land.

(58) Ngāti Manawa offered to sell the Crown 40,000 acres in Heruiwi 4 immediately after the Court awarded them title in 1890. The Crown agreed to purchase this land in 1892. By the time negotiations had concluded Ngāti Manawa had offered the Crown an additional 6,200 acres which was also purchased.

(59) Disastrous floods destroyed their crops in mid-1892 and again in January 1893. In January 1893 Harehare Atarea pleaded with the Government to send Ngāti Manawa food, and offered to pay for it out of the purchase money for land. He offered to sell "Heruiwi or Pohokura, or any block of land in this district owned by us". He continued that, "What is the use of the land if the owners die of starvation?".

(60) Harehare received no reply and again wrote the Government in March 1893 of Ngāti Manawa's desperate food shortage. This time he specifically offered some of Ngāti Manawa's best remaining land in Heruiwi 4 so that his people could buy food.

(61) The Government began acquiring the signatures of individual owners to a purchase deed for Heruiwi 4B in July 1893. The Native Land Court had recognised the importance of this land to Ngāti Manawa's ability to sustain themselves and had ordered that the block should be inalienable. However, the Governor exercised his power to lift such orders. The Crown's purchase of individual interests continued until November 1895 at which stage it had acquired more than 16,000 acres in Heruiwi 4B.

(62) The Crown prohibited private purchasing of Māori land in 1894. In January 1895 the Government began purchasing individual interests in the Whirinaki

block. The Court had also ordered that this block should be inalienable. Notwithstanding that, the Government purchased nearly 21,500 acres from 178 individuals by November 1895. Just over a fifth of the purchase money was consumed by the cost of surveying the land. A further block of 350 acres in Whirinaki was acquired by the Crown in satisfaction of survey costs in 1899.

(63) In 1897 Ngāti Manawa were afflicted by a harsh influenza epidemic. Frosts destroyed all their crops between 1898 and 1900, and created near famine like conditions. Early in 1899 a committee of owners was appointed by the different iwi interested in Pohokura to arrange a large sale to the Crown. The Crown completed the purchase of 40,000 acres that year from Ngāti Manawa and other iwi.

The Establishment of the Urewera District Native Reserve

(64) Ngāti Manawa land interests extended into the western edges of Te Urewera. Ngāti Manawa and other Māori had not sold any land in this area by the 1890s and it was one of the last areas of the country to be "opened up" for land leases or sales. Māori in Te Urewera were focussed on retaining their land by ensuring that none was brought before the Native Land Court or taken by the Crown for roading. They also wanted to ensure the protection of native birds and waterways.

(65) In 1895 Premier Richard Seddon, James Carroll, and other government representatives met in Wellington with leaders of iwi with interests in Te Urewera to discuss how their land was to be governed in the future. The Crown wanted the iwi to allow their land to be surveyed and have land title determined. Iwi leaders sought self-government and protection against land alienation.

(66) Harehare Atarea and Te Marunui Rawiri represented Ngāti Manawa. They were reluctant to be involved in a project primarily being negotiated with other iwi, but finally agreed to the establishment of a special 656,000 acre Te Urewera reserve. The Crown agreed to introduce a special system to exempt the lands in the reserve from the Native Land Court system by allowing land ownership to be determined by an "Urewera Commission" comprising two Pākehā commissioners and five from the Tūhoe tribe. Hapū and iwi were to retain control over their land. Land was only to be alienated with the approval of a General Committee elected by Māori with interests in the Urewera Native District Reserve. Local Government was to be left in Māori hands through elected committees. The Urewera District Native Reserve Act 1896 was to give effect to this agreement.

Implementation of the Urewera District Native Reserve Act 1896

(67) In the first two decades of the twentieth century the Crown took a number of actions which were counter to the agreements it had reached with Ngāti Manawa and others and had given effect to in the Urewera District Native Reserve Act 1896. A number of the protections Urewera leaders had secured as a condi-

tion of submitting their lands to survey and title determinations were not given effect to and the local governance provisions were weakened.

(68) In 1908 a General Committee of 33 people, including Harehare Atarea and Te Marunui Rawiri from Ngāti Manawa, was elected to administer the Urewera reserve. Later that year, however, the Government made itself responsible for appointing the General Committee, and restricted it to twenty members. Te Marunui Rawiri was one of those appointed by the Government in 1909.

(69) In 1909 legislation was enacted empowering the Government to declare individual blocks in the reserve subject to the jurisdiction of the Native Land Court. A government adviser suggested that Te Whāiti be subdivided in 1910 to end disputes between Ngāti Manawa and the other iwi with whom they shared the block. A partition hearing took place in 1913. Despite concluding that there were no internal boundaries between Ngāti Manawa and their co-owners, the Court split Te Whāiti in two. Ngāti Manawa were awarded Te Whāiti 2 on partition, being 26,292 of the 71,340 acres.

The Urewera Commission Determines Titles

(70) The determination of land titles by the Urewera Commission was a drawn out process. Ngāti Manawa claimed interests in the Te Whāiti-nui-a-Toi block. In May 1901 the Commission awarded Ngāti Manawa 3,370 acres in the Tāwhiuau section of Te Whāiti-nui-a-Toi. Most of the block was awarded to other iwi.

(71) Ngāti Manawa lodged five appeals against this decision. One of these was lodged by Hohepa Poia and others, and another by Harehare Atarea and 194 others. The Government appointed a second Commission to hear appeals in 1906. The three Commissioners who heard the Te Whāiti-nui-a-Toi appeal included two Pākehā, and a Māori from outside the Urewera region. In 1907 the second Commission enlarged Ngāti Manawa's award of the Tāwhiuau block to 5,064 acres. It also included 188 Ngāti Manawa among the 506 owners of Te Whāiti block.

(72) In a similar manner to their approach to lists of owners given to the Native Land Court, Ngāti Manawa included some members of other iwi on the title of Tāwhiuau. It also appears that a few Ngāti Manawa may have been among the owners of Otairi and Maraetahi which had been part of the larger Te Whāiti-nui-a-Toi block.

Continuing Crown Purchasing in the Twentieth Century

(73) The Urewera District Native Reserve Act 1896 was amended by subsequent legislation that changed its structure and provisions. The effect of these changes made it much easier for the Crown to purchase land inside the Urewera Reserve. The land inside the Urewera District Native Reserve, and nearly 25,000 acres outside it, was all that remained in Ngāti Manawa's ownership at the start of the twentieth century. Despite this, the Crown continued purchasing Ngāti Manawa land.

(74) In November 1914 the Government began acquiring interests in lands from individual owners without complying with the legal requirement set out in the Urewera District Native Reserve Act 1896 to first seek the approval of the General Committee. This requirement was intended to ensure communal rather than individual control over land alienation. In May 1915 the Government decided to purchase Te Whāiti, but had still not obtained the General Committee's consent. These illegal actions were retrospectively validated by legislation in 1916 that also empowered the Government to continue purchasing inside the reserve without the General Committee's consent.

(75) The Crown wanted to acquire valuable timber on Te Whāiti. After 1905 it was required to have Māori land valued before purchasing it. Most of the timber was located on the Ngāti Manawa portion of the block and when valued the Ngāti Manawa portion of Te Whāiti was given a much higher valuation than the other parts. Nevertheless in 1938 and 1944 some Ngāti Manawa petitioned the Government complaining that the price finally paid for the timber land was less than market value.

(76) The law required the Crown to hold a meeting of the assembled owners of a land block, before beginning negotiations to purchase individual interests in the land. The Crown did not hold such a meeting in its negotiations for Te Whāiti. Instead the Crown pressed ahead with the purchase of individual interests. It had some initial success but negotiations dragged on for a number of years as the Crown's agent travelled far and wide trying to persuade individual owners to sell.

(77) Ngāti Manawa's economic circumstances contributed to their willingness to sell. Pera Te Horowai offered the Government his interests in Te Whāiti in 1915 because his people were facing starvation due to heavy frosts having destroyed their crops, and the high price of flour. Some Ngāti Manawa land was offered for sale to raise development capital. In 1910 W. H. Bird wrote that the owners of a Whirinaki section wished to sell to raise development capital for other land that they retained. In 1914 Bird suggested the Government purchase the Ngāti Manawa section of Te Whāiti because "they want money to work the Hikurangi blocks now being subdivided by the Native Land Court in Whakatāne".

(78) The Crown also began purchasing undivided shares from individual owners in the Otairi, Maraetahi and Tāwhiuau blocks. By March 1921 it had acquired the majority of interests in these blocks. However, the Crown had been purchasing undivided shares. It was not clear where the boundaries between the interests acquired by the Crown, and those retained by non-sellers, should be drawn.

The Urewera District Reserve Consolidation Scheme

(79) This circumstance affected a number of Urewera Reserve blocks. Crown officials were reluctant, however, to have the Native Land Court subdivide out its purchases in the Urewera Reserve. They were concerned the Court would not award the Crown the parts of the blocks that officials wanted to make available

for settlers. They also believed that a Court partition would disadvantage the non-sellers as they would be left with widely scattered interests among a number of blocks. The Crown proposed a scheme to consolidate interests that would give the Crown the land it wanted, and provide the non-sellers with larger more economically viable landholdings.

(80) The Crown began holding meetings with Ngāti Manawa and another iwi in 1921 to work out arrangements for the consolidation of interests in the Te Whāiti, Maraetahi, Otairi and Tāwhiuau blocks. The Government did not acquire all the land it wanted in Te Whāiti, but still secured the block's valuable timber resources. One whānau group exchanged their shares in Te Whāiti for Crown interests in Whirinaki.

(81) The Urewera Lands Act 1921-1922 repealed the Urewera District Native Reserve Act 1896 and gave effect to the consolidation scheme. It provided for some Ngāti Manawa owners exchanging their interests in Te Whāiti for Crown land in Whirinaki. The former Te Whāiti 2, Maraetahi, Otairi, and Tāwhiuau blocks all but disappeared. Ngāti Manawa non-sellers found their interests grouped into new blocks including a Te Whāiti series of 24 blocks.

(82) The non-sellers from Ngāti Manawa and another iwi were entitled to 14,366 acres at the end of the consolidation scheme, but substantial deductions were made from this to cover the costs of roading and surveying. Their entitlement was reduced by nearly a quarter to 10,840 acres.

Ngāti Manawa Reserves

(83) By the 1920s Ngāti Manawa retained ownership of only a small fraction of their rohe. The Crown's officially stated policy in the nineteenth century was that sufficient land for Māori to live on should be reserved for Māori from purchases of their land. The Crown believed that three reserves were created from the 1880 Kaingaroa purchase of 1,644 acres at Karatia, 417 acres at Ōruatewehi and 670 acres at Rangipō. All the land in Ōruatewehi and Rangipō was, however, purchased by private parties or the Crown between 1892 and 1928. In 1894 and 1921 the Crown compulsorily took 37 acres in Karatia for public works without paying any compensation.

(84) Ngāti Manawa may have agreed to sales at Ōruatewehi and Rangipō due to confusion between themselves and the Government over what land had actually been reserved in 1880. The reserves provided for by the text of the Kaingaroa 1 deed did not precisely correspond to those represented on the plan accompanying the 1880 deed. These reserves also differed from those earlier agreed upon out of the Crown's 1875 lease. Ngāti Manawa kept using land at Motumako and Kiorenui within the boundaries of Kaingaroa 1 until 1920 when the Crown began to develop these blocks for the Kaingaroa state forest.

(85) Ngāti Manawa soon petitioned the Government that they believed Motumako and Kiorenui had been reserved in 1880. This led to an investigation of the 1880 purchase by a Native Land Court Judge in 1926. His conclusions placed

some reliance on the recently published memoirs of the ex-Crown official who negotiated the purchase. Ngāti Manawa disputed the accuracy of this account, and in certain respects their evidence was more consistent with the contemporary documentation of the 1880 purchase. The Judge appears to have seen only some of the contemporary documentation. He rejected Ngāti Manawa's argument that it had been intended to reserve Kiorenui but accepted that they had intended to reserve Motumako. The Chief Judge of the Native Land Court advised the Government not to accept these findings on the basis that it was unwise to upset a sale that had stood for 46 years.

(86) Ngāti Manawa began a long campaign for the return of Motumako. In 1927 the Native Affairs Committee referred a Ngāti Manawa petition to the Government for favourable consideration. The New Zealand Forest Service was determined to retain Motumako, however, as it was in the middle of one of its forests. It considered there was a risk fires might spread from privately owned land to its forests.

(87) In 1931 Ngāti Manawa proposed exchanging their interests in Motumako for 315 acres in Karatia. The Crown, though, maintained that Motumako was only worth 100 acres in Karatia. The Crown and Ngāti Manawa were unable to agree how much millable timber was in Motumako. Negotiations spread over 30 years could not resolve this disagreement.

(88) The Motumako dispute eventually became entwined with the Crown's attempts to purchase some remaining Ngāti Manawa land at Whirinaki. This began in the 1950s and lasted until 1967 when Ngāti Manawa asked the Crown to stop. In 1969 Ngāti Manawa proposed to provide the Crown with Whirinaki lands in exchange for Motumako. The Crown did not immediately agree but in 1973 offered to exchange Whirinaki for Motumako. The Crown and Ngāti Manawa finally agreed in 1981 that the Crown would exchange 1,490 acres in Whirinaki 4B2 for Motumako.

(89) Despite the small amount of land remaining in Ngāti Manawa ownership by the middle of the twentieth century, the Crown compulsorily acquired 136 acres at Karatia in 1954 to use as a log yard and rail head to service the forestry industry.

Rivers and Freshwater Fisheries

(90) The rohe of Ngāti Manawa includes the bed and waters of the upper Rangitaiki River, Ngāti Manawa's tupuna awa, and its tributaries, including in particular the Wheao and Whirinaki rivers. Other important streams for eels and fishing places were the Pokairoa, Kopuriki, Horomanga and Mangamate Streams. Apart from being a vital part of the traditional economy of Ngāti Manawa, these waterways are taonga that are critical to Ngāti Manawa's spiritual sustenance and wellbeing.

(91) Ngāti Manawa and neighbouring iwi had their own maramataka (fishing calendar). The fishery was managed according to tikanga.

(92) Numerous varieties of eels were formerly caught by Ngāti Manawa, including black eels (mataamoe), silver-bellied eels (paewai), blind eels (piharau), and yellow-bellied eels. All were taonga to Ngāti Manawa. Certain individuals and families had special knowledge of fishing methods and had the responsibility to pass their knowledge on to the next generation. Places where specific varieties of eels could be caught were well-known and were often named. There were a number of traditional fishing methods, including hīnaki, retireti, rama tuna, fern beds or boxes, and line fishing.

(93) The Government took control of the Rangitaiki and other rivers from the late nineteenth century. The Water-power Act 1903, and subsequent legislation, gave the Crown sole control of these rivers to use for electricity generation. The beds of all navigable rivers were vested in the Crown by the Coal-mines Act Amendment Act 1903. Otherwise, title to rivers was governed by the ad medium filum aquae rule. Ngāti Manawa state that this is inconsistent with their tikanga. There was no consultation with Ngāti Manawa over the coal mines legislation. Section 21 of the Water and Soil Conservation Act 1967 vested all rights of management, use, and authority over natural water in the Crown. There was no consultation between the Crown and Ngāti Manawa about this legislation either.

(94) The Rangitaiki River and its tributaries have been affected by the construction of the Matahina, Aniwhenua, and Wheao power schemes. The dams have assisted New Zealand's economic growth, but at the cost of a decline in the health of the rivers. The eel fisheries and other resources that Ngāti Manawa rely on for cultural and physical sustenance have been severely affected. The Matahina scheme caused a significant section of the Rangitaiki to flood between Matahina and Murupara. Ngāti Manawa say that the mixing of the waters of the Rangitaiki and Wheao shatters the tapu and sanctity of these rivers. They cannot identify whether the re-channelled river was the Rangitaiki or the Wheao.

(95) Ngāti Manawa now need permits to cross Crown owned forests to fish in their rivers. Ngāti Manawa continue to regard themselves as kaitiaki of the rivers.

Land Development Schemes

(96) In the 1920s Ngāti Manawa were concerned at how their remaining land interests were scattered across many blocks. William Bird wrote the Government in 1929 requesting a further consolidation scheme involving Ngāti Manawa and other iwi that would amalgamate approximately 25,000 acres of land with more than 1,800 owners into larger and more economically viable sections. Some preliminary work was done, but there was no further consolidation of Ngāti Manawa interests, despite further requests being made in the 1940s.

(97) In 1929 the Government began providing funds for development schemes to establish viable farms on Māori owned land. Ngāti Manawa would have preferred that their interests be consolidated first, but lobbied the Government in 1933 and 1934 to establish a development scheme on their land. In January 1937 a development scheme was established on Ngāti Manawa land at Karatia

and Whirinaki. By March 1939, approximately 1,700 acres had been developed and 35 men had been employed. While some owners were allocated land, the Ngāti Manawa community of owners generally had little control over their land once it was in the scheme.

(98) Some 6,000 acres were put into the Ngāti Manawa development scheme. Work began well converting the undeveloped land into dairy farms with William Bird as foreman. However, progress soon slowed. Much of the scheme's land was unsuitable for dairy farming, and the Second World War between 1939 and 1945 created shortages of labour and materials. In July 1947, the Native Department was instructed by the Prime Minister and the Minister of Native Affairs to proceed with a consolidation of Ngāti Manawa interests. The consolidation was delayed so the Crown could acquire the Karatia block for a log yard which the Forest Service required. The consolidation was never completed.

(99) Ngāti Manawa had little ability to control the administration of the development scheme. It lost money, and its costs were charged against the land which became heavily indebted. By the 1950s many owners were asking for their land to be removed from the scheme. It had been reduced to 3,300 acres by 1957.

(100) The Government further attempted to develop the remaining land in the 1960s but the scheme's debts continued to increase. The owners became increasingly frustrated with the Government's management of their land. In the early 1970s they sought its return and the writing off, or reduction of, its debt. However, the Crown considered the debt a fair charge against the land.

(101) The owners established the Ngāti Manawa Incorporation in 1972, and the land was transferred to this incorporation. Its considerable debts were re-financed as a mortgage on the land. The incorporation succeeded in making a profit, and paid its first dividend in 1979.

Farms for Returned Servicemen

(102) The Government allocated a number of farms on Crown land at Kuhawaea to returned servicemen after the Second World War. Kuhawaea had originally been owned by Ngāti Manawa, but Ngāti Manawa returned servicemen were ineligible for these farms. Government policy was that Crown land would only be allocated to returned servicemen considered capable of living in wholly European communities. Prior to 1954, applicants had to be certified as able to farm without supervision. All Māori applicants were certified as requiring the supervision of the Department of Māori Affairs.

Further Crown Acquisitions of Ngāti Manawa Land for the Forestry Industry

(103) In the late 1940s the Crown sought land to build a pulp and paper mill to process wood from the Kaingaroa forest. The Crown already owned most of the land in the district, but decided the most suitable site for such a mill was on Ngāti Manawa land at Karatia. The Prime Minister asked Ngāti Manawa to sell

the Government the land and told them this project would provide them with employment for generations.

(104) The Crown eventually decided to build the mill at Kawerau but it still sought 136 acres at Karatia for a log yard and railhead. In February 1953 the Crown proposed an exchange of land with Ngāti Manawa. Negotiations broke down due to disagreement over whether the land should be valued at its current or potential value.

(105) The Prime Minister had promised Ngāti Manawa that the Government would not compulsorily take its land but in 1954 a new Government decided to compulsorily acquire the land it wanted. The Māori Land Court ordered the Government to compensate Ngāti Manawa for the potential value of the land. The compensation was paid to the Māori Trustee, and subsequently used to repay the debts on three Karatia blocks arising out of the Ngāti Manawa development scheme.

Forestry and Post 1984 Restructuring

(106) From 1950 the Ngāti Manawa economy was dependent on the Kaingaroa Forest (planted on land Ngāti Manawa sold to the Crown). The New Zealand Forest Service developed "timber towns" at Murupara, Minginui, and Kaingaroa, and provided work for many Ngāti Manawa. In 1953 more than half the Māori workforce in Murupara was employed in industries associated with forestry.

(107) The New Zealand Forest Service maintained a strong sense of social responsibility into the 1980s. In May 1983 it commenced a new planting programme which was mainly designed to create new jobs. More than 1,000 jobs were to be created before the end of 1987. However Ngāti Manawa's dependence on the New Zealand Forest Service made the iwi vulnerable to shifts in government policy.

(108) In 1984 the Government decided that the New Zealand economy would benefit from a programme of restructuring and deregulation. By 1987 the Forest Service had been split up and its former functions transferred to the Department of Conservation and the New Zealand Forestry Corporation. Māori Affairs Department officials warned that restructuring the New Zealand Forest Service would have a "devastating" effect on the Central North Island forestry towns. Many former Forest Service workers were laid off, and the Forest Service office in Murupara was closed.

(109) The Government established a five million dollar fund to assist communities across the country to adapt to the economic changes, but this did not prevent considerable unemployment among Ngāti Manawa. In 1993 65 percent of Murupara's population were on a welfare benefit. Many Ngāti Manawa families left Murupara in search of work.

Crown acknowledgements

7 Acknowledgements

(1) The Crown acknowledges that it has failed to deal with the long standing grievances of Ngāti Manawa in an appropriate way and that recognition of these grievances is long overdue.

(2) The Crown acknowledges that the several wars that were fought between the Crown and other Māori in the eastern Bay of Plenty between 1865 and 1872 had a prejudicial effect on Ngāti Manawa and that—

(a) Ngāti Manawa tried to maintain a neutral position until the circumstances would not permit it; and

(b) the fighting in their rohe led to the exile of the Ngāti Manawa people who had to live as refugees in the rohe of other iwi in 1865 and 1866, and again between 1869 and 1872; and

(c) the Crown military forces inflicted a scorched earth policy in their pursuit of Te Kooti through the rohe of Ngāti Manawa between 1869 and 1872; and

(d) the resulting destruction devastated Ngāti Manawa's traditional economy, leaving them impoverished and severely diminishing their ability to exercise mana and reciprocate manaakitanga.

(3) The Crown acknowledges that its failure to compensate Ngāti Manawa for the destruction its forces caused was a breach of the Treaty of Waitangi and its principles, and had an ongoing impact on the economic, physical, and spiritual wellbeing of Ngāti Manawa.

(4) The Crown acknowledges that—

(a) from 1873 Ngāti Manawa sought to alleviate their poor economic circumstances by negotiating and entering into agreements to lease land to the Crown; and

(b) the Crown declined to pay rent until ownership of those lands had been judicially determined despite having entered into agreements to lease Ngāti Manawa land; and

(c) its suspension of the Native Land Court until 1877 delayed the determination of the ownership of these lands and the implementation of the lease agreements; and

(d) as a result Ngāti Manawa did not receive the benefit of regular rent payments for those lands.

(5) The Crown acknowledges that the Crown's failure to pay rent increased the economic pressure on Ngāti Manawa at a time when they were also suffering generally from the effects of impoverishment as well as the flooding and epidemics. The combined effect of these pressures was a key reason for Ngāti Manawa selling land to alleviate the conditions their people were in.

(6) The Crown acknowledges that—

(a) it did not consult with Ngāti Manawa on native land legislation prior to its enactment; and

(b) the Native Land Court process required Ngāti Manawa to attend long hearings outside their rohe on several occasions between 1878 and 1890 at venues with insufficient supplies of food and inadequate accommodation and this imposed a considerable burden on Ngāti Manawa; and

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

(7) The Crown acquired approximately 130,000 acres of land from Ngāti Manawa between 1880 and 1881. The Crown acknowledges that the combined effects of the aggressive purchase techniques employed on occasion by the Crown unreasonably limited the options Ngāti Manawa had available to them. The Crown acknowledges that it failed to actively protect the interests of Ngāti Manawa and this was a breach of the Treaty of Waitangi and its principles. The Crown's aggressive purchase techniques included—

(a) the use and implementation of monopoly powers by issuing a proclamation in 1878 which prevented Ngāti Manawa from leasing the Kaingaroa 1, Pukahunui and Heruiwi blocks, which the Crown wished to purchase, to private parties; and

(b) the lack of regular rent payments for the Heruiwi and Pukahunui blocks while the Crown was negotiating to purchase those lands; and

(c) refusing to lift its prohibition on Ngāti Manawa alienating lands to private parties when the iwi received an offer for the Heruiwi block which was significantly greater than the price the Crown was prepared to pay for the land; and

(d) refusing to accept Ngāti Manawa's offer to refund Crown cash advances or pay survey liens over the Pukahunui block with cash and instead insisting on being paid in land.

(8) The Crown acknowledges that when it purchased the Kaingaroa 1 block it failed to instigate and follow clear procedures to exclude from sale all the areas that Ngāti Manawa had indicated they wished to have reserved for them. This failure to implement proper processes was a breach of the Treaty of Waitangi and its principles.

(9) The Crown acknowledges that—

(a) Ngāti Manawa's land holdings were further reduced by—

(i) the taking of land for payment for survey liens; and

(ii) other land purchases by private parties; and

(iii) Crown purchases of over 80,000 acres between 1892 and 1899; and

(iv) continuing Crown purchasing in the twentieth century; and

(b) the Crown failed to monitor the impact of its purchase on Ngāti Manawa's landholdings; and

(c) Crown purchasing officers in some instances attempted to influence Ngāti Manawa to reduce the number of names on owners' lists and sometimes disregarded Ngāti Manawa's preference to lease rather than sell land.

(10) The Crown acknowledges that the intention of the Urewera District Native Reserve Act 1896 was to protect Ngāti Manawa's interests but that the Crown undermined its relationship with Ngāti Manawa and breached the Treaty of Waitangi and its principles by—

(a) failing to implement the system of local land administration and local governance provided for in the legislation; and

(b) making unilateral changes to key parts of the administration of the reserve, without effective consultation with Ngāti Manawa; and

(c) purchasing interests in the Te Whāiti block from individual Ngāti Manawa between 1915 and 1921 in breach of the provisions of the Urewera District Native Reserve Act 1896.

(11) The Crown acknowledges that it continued purchasing land from Ngāti Manawa outside the Urewera Reserve in the early twentieth century and that by the 1920s Ngāti Manawa were virtually landless. The Crown's failure to ensure Ngāti Manawa were left with sufficient land for their present and future needs was a breach of the Treaty of Waitangi and its principles.

(12) The Crown acknowledges that Ngāti Manawa's landholdings were further diminished by the Crown taking land under public works legislation sometimes without compensation, which caused a sense of grievance among Ngāti Manawa that is still strongly held.

(13) The Crown acknowledges that sites of particular significance to Ngāti Manawa were parts of lands taken under public works legislation and National Parks legislation and now form part of the public conservation estate. A vast majority of Ngāti Manawa's tribal estate was acquired for settler settlement but was ultimately used to create a national forest estate.

(14) The Crown acknowledges—

(a) the Rangitaiki and Wheao Rivers and their tributaries are taonga of great significance to Ngāti Manawa, and have been a key source of Ngāti

Manawa's spiritual and material wellbeing. According to Ngāti Manawa tikanga the Rangitaiki and Wheao rivers were part of the environment of successive generations of their ancestors and part of their ancestral link with both the past and the future; and

(b) the importance to Ngāti Manawa of the principle of te mana o te awa arising from their relationship with the Rangitaiki and Wheao Rivers. To Ngāti Manawa the Rangitaiki River is a tupuna which has mana and in turn represents the mana and mauri of Ngāti Manawa; and to Ngāti Manawa the Rangitaiki River and its tributaries are a single indivisible being and includes its waters, banks, bed (and all minerals under it) and its streams, waterways, tributaries, lakes, aquatic fisheries, vegetation, floodplains, wetlands, islands, springs, water column, airspace and substratum as well as its metaphysical being with its own mauri; and

(c) that to Ngāti Manawa, their relationship with the Rangitaiki River and its tributaries, and their respect for it, gives rise to their responsibilities to protect the mana and mauri of the River and to exercise their mana whakahaere in accordance with their long established tikanga. Their relationship with the river and their respect for it lies at the heart of their spiritual and physical wellbeing, and their tribal identity and culture; and

(d) the rivers were the sites of a freshwater tuna (eel) fishery of vital significance to Ngāti Manawa, which for generations has sustained the Ngāti Manawa people's way of life.

(15) The Crown acknowledges—

(a) the common law doctrine of ad medium filum aquae is inconsistent with Ngāti Manawa tikanga; and

(b) it has denied Ngāti Manawa their te mana o te awa and mana whakahaere over the Rangitaiki and Wheao Rivers and that it has failed to respect, provide for, and protect the special relationship of Ngāti Manawa with the Rangitaiki River and its tributaries; and

(c) the decline in health of the Rangitaiki and Wheao Rivers caused while the Crown had authority over the rivers, as a consequence of the building of dams (particularly Matahina and Aniwhenua/Āniwaniwa), has been a source of distress for the Ngāti Manawa people and has caused a sense of grievance among Ngāti Manawa that is still strongly held today; and

(d) according to Ngāti Manawa tikanga the alteration of the waters of the Rangitaiki and Wheao rivers so they merged into one indistinguishable watercourse is a transgression of the ancient tapu with which the rivers were regarded; and

(e) the merging of the rivers has been a source of distress for the people of Ngāti Manawa; and

(f) the Ngāti Manawa tuna fishery has been depleted through policies and actions of the Crown including construction of the dams and the favouring of trout fishing over the customary fishery; and

(g) the degradation and development of the Rangitaiki and Wheao Rivers, their tributaries and wetlands have resulted in the decline of its once rich tuna and other fisheries, which had for generations sustained the people's way of life and their ability to meet their obligations of manaakitanga, and that the decline has been a further source of distress to Ngāti Manawa.

(16) The Crown acknowledges that the Ngāti Manawa development scheme meant that Ngāti Manawa lost effective control of their land for a period and that when the land was returned to Ngāti Manawa control it was with a substantial debt.

(17) The Crown acknowledges that its twentieth century land and forestry developments have not always provided the economic opportunity and benefits that Ngāti Manawa expected, and that the Crown's reform of the forestry industry in the 1980s had a devastating impact on Ngāti Manawa's economy.

(18) The Crown acknowledges that Ngāti Manawa were excluded from participating in the economic use of their lands for forestry and that the Crown has benefited from this estate financially and economically. This has resulted in a sense of grievance among Ngāti Manawa that still exists today.

(19) The Crown acknowledges that—

(a) Ngāti Manawa expectations of an ongoing and mutually beneficial relationship with the Crown were not always realised; and

(b) Ngāti Manawa have been loyal to the Crown in honouring their obligations and responsibilities under the Treaty of Waitangi, especially, but not exclusively, in their war service nationally and overseas. The Crown pays tribute to the contribution made by Ngāti Manawa to the defence of the nation.

Crown apology

8 Apology

(1) The Crown recognises the long efforts and struggles of the ancestors of Ngāti Manawa in pursuit of their claims for justice and redress and makes this apology to Ngāti Manawa, to their ancestors, and to their descendants.

(2) The Crown is deeply sorry that it has not always lived up to its obligations under the Treaty of Waitangi in its dealings with Ngāti Manawa and unreservedly apologises to Ngāti Manawa for the breaches of the Treaty of Waitangi and its principles acknowledged above.

(3) The Crown profoundly regrets and unreservedly apologises to Ngāti Manawa for the cumulative effect of its acts and omissions which have had a devastating

impact on Ngāti Manawa's social and traditional tribal structures, their autonomy and ability to exercise customary rights and responsibilities, and Ngāti Manawa's access to customary resources and significant sites.

(4) The Crown deeply apologises for not always appropriately acknowledging the mana and rangatiratanga of Ngāti Manawa. The Crown deeply regrets that its failure to protect the interests of Ngāti Manawa in a number of ways over the generations has left Ngāti Manawa virtually landless and has had a devastating impact on Ngāti Manawa's welfare, capacity for social and economic development, and physical, cultural, and spiritual wellbeing.

(5) Accordingly the Crown seeks to atone for these wrongs and to begin the process of healing. The Crown hopes that this apology will mark the beginning of a new relationship with Ngāti Manawa that is based on mutual trust, co-operation, and respect for the Treaty of Waitangi and its principles.

Interpretation

9 Intention 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.

10 Interpretation

In this Act, unless the context requires otherwise,—

actual deferred settlement date, in relation to deferred selection property, means the date on which settlement of the property takes place under paragraph 11 of Part 19 of the schedule of the deed of settlement

administering body has the meaning given to it in section 2(1) of the Reserves Act 1977

authorised person means—

(a) a person authorised by the Director-General, for the—

(i) Kakarāhonui Kāinga site:

(ii) Kāramuramu site:

(iii) Okārea Pā site:

(iv) Te Tāpiri Pā site:

(b) a person authorised by the chief executive of LINZ, for the—

(i) Hināmoki Pā site:

(ii) Kani Rangi Park site:

(c) a person authorised by the Secretary for Education, for the—

(i) Galatea School site:

(ii) Murupara School site:

(iii) Te Kura Kaupapa Motuhake o Tāwhiuau site:

(d) a person authorised by the chief executive of the land holding agency, for a deferred selection property:

(e) a person authorised by the Secretary for Justice, for all other cases

business day means the period of 9 am to 5 pm on any day of the week other than—

(a) a Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's birthday, Te Rā Aro ki a Matariki/Matariki Observance Day, and Labour Day; and

(b) if Waitangi Day or Anzac Day falls on a Saturday or a Sunday, the following Monday; and

(c) a day in the period starting on 25 December in any year and ending with 15 January in the following year; and

(d) the days observed as the anniversaries of the provinces of Auckland and Wellington

CNI forests sites means the following sites:

(a) Ahiweka Pā site:

(b) Ahiwhakamura Kāinga site:

(c) Kaiwhatiwhati Pā site:

(d) Kāramuramu site (section 1 SO 431616 only):

(e) Kiorenui site:

(f) Motumako site:

(g) Ngātamawāhine Nohoanga site:

(h) Ōruatewehi Pā site:

(i) Pekepeke Pā site:

(j) Pukemoremore site:

(k) Puketapu Pā site:

(l) Te Ana a Maru Rock Art site:

(m) Te Rake Pā site:

(n) Tūtūtarata Papakainga site

Commissioner of Crown Lands means the Commissioner of Crown Lands appointed under section 24AA of the Land Act 1948

consent authority has the meaning given to it in section 2(1) of the Resource Management Act 1991

Conservation Authority means the New Zealand Conservation Authority established by section 6A of the Conservation Act 1987

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

conservation document means—

(a) a conservation management plan as defined in section 2(1) of the Conservation Act 1987; or

(b) a conservation management strategy as defined in section 2(1) of the Conservation Act 1987; or

(c) Te Urewera management plan, as defined in section 7 of the Te Urewera Act 2014

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

Crown forestry licence means,—

(a) for the Ahiweka Pā site, Ahiwhakamura Kāinga site, and Pukemoremore site, the Kaingaroa/Headquarters Block Crown forestry licence held in computer interest register SA52D/450:

(b) for the Kaiwhatiwhati Pā site, part of the Kāramuramu site, Motumako site, Ngātamawāhine Nohoanga site, Ōruatewehi Pā site, and Puketapu Pā site, the Kaingaroa/Northern Boundary Block Crown forestry licence held, as at the date of the deed of settlement, in computer interest register SA60D/550, or any such licence or licences in replacement of the Crown forestry licence, registered prior to the settlement date in relation to such sites:

(c) for part of the Kiorenui site and part of the Pekepeke Pā site, the Kaingaroa/Wairapukao Block Crown forestry licence held in computer interest register SA55B/450:

(d) for part of the Kiorenui site, part of the Pekepeke Pā site, and the Te Ana a Maru Rock Art site, the Kaingaroa Forest/Caves Block Crown forestry licence held in computer interest register 132203:

(e) for the Te Rake Pā site and the Tūtūtarata papakainga site, the Kaingaroa Forest/Whirinaki Block Crown forestry licence held in computer interest register SA57A/60 (South Auckland Registry)

Crown minerals protocol—

(a) means the protocol issued by the Minister of Energy and Resources under section 34(1)(a); and

(b) includes amendments to the protocol under section 34(1)(b)

Crown minerals protocol area means the area subject to the Crown minerals protocol as shown on the map attached to the protocol

Crown owned mineral means a mineral, as defined in section 2(1) of the Crown Minerals Act 1991, to which one of the following applies:

(a) it is the property of the Crown under section 10 or 11 of the Act; or

(b) the Crown has jurisdiction over it under the Continental Shelf Act 1964

cultural redress property means a site described as a cultural redress property in Part 1 of Schedule 3

deed of recognition means a deed of recognition entered into by the Crown and the trustees of Te Rūnanga o Ngāti Manawa in accordance with section 50

deed of settlement—

(a) means the deed of settlement dated 12 December 2009 and signed by—

(i) the Minister for Treaty of Waitangi Negotiations, the Honourable Christopher Finlayson, and the Minister of Māori Affairs, the Honourable Dr Pita R Sharples; and

(ii) William Bird, Robert Jenner, Patrick McManus, Maurice ToeToe, Louis McManus, Pouwhare Rewi, Ema Kalman, Hiraani Stafford, and Henry Nuku; and

(b) includes—

(i) the schedules and attachments to the deed; and

(ii) any amendments to the deed, its schedules, and its attachments

deferred selection property means a property described in Part 15 of the schedule of the deed of settlement

Director-General has the meaning given to it in section 2(1) of the Conservation Act 1987

DOC protocol—

(a) means the protocol issued by the Minister of Conservation under section 34(1)(a); and

(b) includes amendments to the protocol under section 34(1)(b)

DOC protocol area means the area subject to the DOC protocol as shown on the map attached to the protocol

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—

(a) means the protocol issued by the Minister of Fisheries under section 34(1)(a); and

(b) includes amendments to the protocol under section 34(1)(b)

fisheries protocol area means the area subject to the fisheries protocol as shown on the map attached to the protocol

Fort Galatea historic reserve area means the land described by that name in the second column of Part 1 of Schedule 3

Galatea stewardship area means the land described by that name in the second column of Part 1 of Schedule 3

Heritage New Zealand Pouhere Taonga means the Crown entity established by section 9 of the Heritage New Zealand Pouhere Taonga Act 2014

historical claim has the meaning given to it in section 12

jointly vested sites means the sites described in sections 82 to 88

LINZ means Land Information New Zealand

New Zealand Conservation Authority means the authority established under section 6A of the Conservation Act 1987

minerals programme has the meaning given to it in section 2(1) of the Crown Minerals Act 1991

Ngāti Manawa has the meaning given to it in section 11

Ngāti Manawa values means the statement—

(a) made by Ngāti Manawa of its traditional, cultural, spiritual, and historical association with Tāwhiuau; and

(b) in the form set out in Part 1 of the schedule of the deed of settlement at the settlement date

Ngāti Whare has the meaning given to it in section 11 of the Ngāti Whare Claims Settlement Act 2012

non-cultural redress property means a site described as a non-cultural redress property in Part 2 of Schedule 3

protection principles means the protection principles set out in Part 1 of the schedule of the deed of settlement or as amended under section 22(3)

protocol means a protocol issued under section 34(1)(a), including any amendments made under section 34(1)(b)

Registrar-General means the Registrar-General of Land appointed under section 4 of the Land Transfer Act 1952

relevant consent authority means a consent authority of a region or district that contains, or is adjacent to, a statutory area

representative entity means—

(a) the trustees of Te Rūnanga o Ngāti Manawa; and

(b) a person (including any trustees) acting for, or on behalf of,—

  (i) the collective group referred to in section 11(1)(a); or

  (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 of the individuals referred to in section 11(1)(b)

reserve site means the following sites:

(a) the Fort Galatea historic reserve area; and

(b) the Te Ana a Maru Rock Art site, on and from the date stated in section 69(3)(b)

resource consent has the meaning given to it in section 2(1) of the Resource Management Act 1991

responsible Minister means,—

(a) for the conservation protocol, the Minister of Conservation:

(b) for the Crown minerals protocol, the Minister of Energy and Resources:

(c) for the fisheries protocol, the Minister of Fisheries:

(d) for the taonga tūturu protocol, the Minister for Arts, Culture and Heritage:

(e) for any protocol, a Minister authorised by the Prime Minister to perform duties, and exercise powers and rights, in relation to it

responsible Ministry means,—

(a) for the conservation protocol, the Department of Conservation:

(b) for the Crown minerals protocol, the Ministry of Economic Development:

(c) for the fisheries protocol, the Ministry of Fisheries:

(d) for the taonga tūturu protocol, the Ministry for Culture and Heritage:

(e) for any protocol, a department authorised by the Prime Minister to perform duties, and exercise powers and rights, in relation to it

return area has the meaning given to it in clause 16.7 of the relevant Crown forestry licence

return date has the meaning given to it in clause 16.7.3 of the relevant Crown forestry licence

RFR property has the meaning given to it in Part 14 of the schedule of the deed of settlement

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

settlement property means—

(a) every cultural redress property; and

(b) each deferred selection property; and

(c) every RFR property

statement of association has the meaning given to it in section 41(2)

statutory acknowledgement means the acknowledgement made by the Crown in section 41 in respect of a statutory area, on the terms set out in sections 42 to 46, 48, and 49

statutory area means an area described in Schedule 1, the general location of which is indicated on the deed 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 means a district plan, proposed plan, regional coastal plan, regional plan, or regional policy statement as defined in section 2(1) of the Resource Management Act 1991; and includes a proposed policy statement provided for in Schedule 1 of the Resource Management Act 1991

supplementary deed of settlement means the supplementary deed of settlement in relation to the Rangitaiki River between the Crown and Ngāti Manawa

taonga tūturu has the meaning given to it in section 2(1) of the Protected Objects Act 1975

taonga tūturu protocol—

(a) means the protocol issued by the Minister for Arts, Culture and Heritage under section 34(1)(a); and

(b) includes amendments to the protocol under section 34(1)(b)

taonga tūturu protocol area means the area subject to the taonga tūturu protocol as shown on the map attached to the protocol

Tāwhiuau means Part Urewera A comprised in part *Gazette* 1957 page 2217 and as shown on OTS-076-023

Te Rūnanga o Ngāti Manawa means the trust established by the Te Rūnanga o Ngāti Manawa trust deed

Te Rūnanga o Ngāti Manawa trust deed—

(a) means the deed of trust establishing Te Rūnanga o Ngāti Manawa dated 7 September 2002; and

(b) includes—

(i) the schedules to the deed of trust; and

(ii) any amendments to the deed of trust or its schedules

Te Rūnanga o Ngāti Whare means the trust established by the Te Rūnanga o Ngāti Whare trust deed

Te Rūnanga o Ngāti Whare trust deed—

(a) means the deed of trust establishing Te Rūnanga o Ngāti Whare dated 14 February 1999; and

(b) includes—

(i) the schedules to the deed of trust; and

(ii) any amendments to the deed of trust or its schedules

Trustees of Te Rūnanga o Ngāti Manawa and **trustees** means the trustees from time to time of Te Rūnanga o Ngāti Manawa

Trustees of Te Rūnanga o Ngāti Whare means the trustees from time to time of Te Rūnanga o Ngāti Whare.

Section 10 **business day**: replaced, on 1 January 2014, by section 8 of the Holidays (Full Recognition of Waitangi Day and ANZAC Day) Amendment Act 2013 (2013 No 19).

Section 10 **business day** paragraph (a): replaced, on 12 April 2022, by wehenga 7 o Te Ture mō te Hararei Tūmatanui o te Kāhui o Matariki 2022/section 7 of the Te Kāhui o Matariki Public Holiday Act 2022 (2022 No 14).

Section 10 **conservation document** paragraph (c): replaced, on 28 July 2014, by section 129(2) of the Te Urewera Act 2014 (2014 No 51).

Section 10 **Heritage New Zealand Pouhere Taonga**: inserted, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

11 Meaning of Ngāti Manawa

(1) In this Act, **Ngāti Manawa**—

(a) means the collective group composed of individuals who—

(i) descend from 1 or more Ngāti Manawa tupuna or ancestors; and

(ii) are members of Ngāti Koro, Ngāti Hui, and Ngāi Tokowaru; and

(b) means every individual referred to in paragraph (a); and

(c) includes any whānau, hapū, or group composed of individuals referred to in paragraph (a).

(2) In this section and section 12, **Ngāti Manawa ancestor** means an individual who—

(a) exercised customary rights by virtue of being descended from—

(i) Apa Hāpai Taketake; or

(ii) Tangiharuru's unions with Takuate, Kuranui, Kuraroa, or Kuraiti; or

(iii) a recognised tupuna or ancestor of a group referred to in subsection (1)(a)(ii); and

(b) exercised the customary rights predominantly in relation to the Ngāti Manawa area of interest at any time after 6 February 1840.

(3) In subsection (2), **customary rights** means rights according to tikanga Māori including—

(a) rights to occupy land; and

(b) rights in relation to use of land or other natural or physical resources.

(4) For the purpose 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.

12 Meaning of historical claim

(1) In this Act, **historical claim** has the meaning given to it in this section.

(2) **Historical claim** means every claim that—

(a) Ngāti Manawa or a representative entity for Ngāti Manawa had at any time before the settlement date or at the settlement date or may have at any time after the settlement date, whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date; and

(b) is, or is founded on, a right arising—

(i) from the Treaty of Waitangi or its principles; or

(ii) under legislation; or

(iii) at common law (including common law relating to aboriginal title or customary law); or

(iv) from a fiduciary duty; or

(v) otherwise; and

(c) arises from, or relates to, acts or omissions before 21 September 1992—

(i) by, or on behalf of, the Crown; or

(ii) by or under legislation.

(3) **Historical claim** includes—

(a) every claim to the Waitangi Tribunal to which subsection (2) applies and that relates exclusively to Ngāti Manawa or a representative entity for Ngāti Manawa, including—

(i) Wai 257; and

(ii) Wai 1879; and

(iii) Wai 1914; and

(b) every other claim to the Waitangi Tribunal to the extent to which it relates to Ngāti Manawa, including—

(i) Wai 212; and

(ii) Wai 350; and

(iii) Wai 439; and

(iv) Wai 724; and

(v) Wai 787; and

(vi) Wai 791; and

(vii) Wai 823.

(4) **Historical claim** does not include—

(a) a claim that a member of Ngāti Manawa, 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 Manawa ancestor; or

(b) a claim that a representative entity for Ngāti Manawa may have to the extent to which the claim is, or is based on, a claim referred to in paragraph (a).

Settlement of historical claims

13 Settlement of historical claims final

(1) The historical claims are settled.

(2) 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.

(3) Subsections (1) and (2) do not—

(a) limit the deed of settlement; or

(b) affect any rights that Ngāti Manawa may have.

(4) The rights referred to in subsection (3)(b)—

(a) are rights that arise—

(i) from the Treaty of Waitangi or its principles; or

(ii) under legislation; or

(iii) at common law (including common law relating to aboriginal title or customary law); or

(iv) from a fiduciary duty; or

(v) otherwise; but

(b) are not rights that give rise to historical claims.

(5) Despite any other enactment or rule of law, on and from the settlement date, the courts, the Waitangi Tribunal, or any other judicial bodies or tribunals do not have jurisdiction (including the jurisdiction to inquire into, or make a finding or recommendation) in respect of—

(a) any or all of the historical claims; or

(b) the deed of settlement; or

(c) the redress provided under the deed of settlement or under this Act; or

(d) this Act.

(6) Subsection (5) does not exclude the jurisdiction of the courts, the Waitangi Tribunal, or any other judicial bodies or tribunals in respect of the interpretation or implementation of the deed of settlement or this Act.

(7) Despite subsection (5)(a), the Waitangi Tribunal—

(a) may complete its inquiry into, and make findings on, Te Urewera claims (Wai 894), including claims settled by this Act; but

(b) must not make recommendations in relation to any of the claims settled by this Act.

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 Manawa Claims Settlement Act 2012, section 13(3) to (6)".

15 Certain enactments do not apply

(1) Nothing in the enactments listed in subsection (2) applies—

(a) to a settlement property (other than a deferred selection property); or

(b) to a deferred selection property, but only on and from the actual deferred selection settlement date (if any) for the property; or

(c) for the benefit of Ngāti Manawa or a representative entity for Ngāti Manawa.

(2) The enactments are—

(a) sections 8A to 8HJ of the Treaty of Waitangi Act 1975:

(b) sections 27A to 27C of the State-Owned Enterprises Act 1986:

(c) sections 568 to 570 of the Education and Training Act 2020:

(d) Part 3 of the Crown Forest Assets Act 1989:

(e) Part 3 of the New Zealand Railways Corporation Restructuring Act 1990.

Section 15(2)(c): replaced, on 1 August 2020, by section 668 of the Education and Training Act 2020 (2020 No 38).

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 legal description, certificate of title, or computer register) each allotment that is—

(a) all, or part of, a settlement 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—

(a) the settlement date, in the case of a settlement property other than a deferred selection property; or

(b) the actual deferred selection settlement date, in the case of a deferred selection property.

(3) Each certificate must state that it is issued under this section.

(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

(b) cancel, in respect of each allotment identified in the certificate, each memorial that is entered (in accordance with an enactment referred to in section 15(2)) on a certificate of title or computer register identified in the certificate.

Miscellaneous matters

17 Limit on duration of trusts does not apply

(1) No rule of law or provisions of an Act, including section 11 of the Trusts Act 2019, prescribe or restrict the period during which—

(a) the trust established by the Te Rūnanga o Ngāti Manawa trust deed may exist in law; or

(b) the trustees of Te Rūnanga o Ngāti Manawa, in their capacity as trustees, may hold or deal with property or income from property.

(2) No rule of law or provisions of an Act, including section 11 of the Trusts Act 2019, apply to a document entered into to give effect to the deed of settlement if the application of that provision would make the document invalid or ineffective or a right conferred by the document invalid or ineffective.

(3) However, if the trust established by the Te Rūnanga o Ngāti Manawa trust deed is or becomes a charitable trust, the trust may continue indefinitely under section 16(6)(a) of the Trusts Act 2019.

Section 17: replaced, on 30 January 2021, by section 161 of the Trusts Act 2019 (2019 No 38).

18 Timing of actions or matters

(1) Actions or matters occurring under this Act occur or take effect on and from the settlement date.

(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.

19 Access to deed of settlement

On and from the settlement date, the chief executive of the Ministry of Justice must make copies of the deed of settlement available in the following ways:

(a) free of charge on an Internet site maintained by or on behalf of the Ministry of Justice; and

(b) at the head office of the Ministry of Justice in Wellington on a business day—

(i) for reading free of charge; and

(ii) for purchase at a reasonable price.

Cultural redress

Ahikāroa

20AA Interpretation and transitional provision

(1) In sections 20 to 33,—

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

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

Te Urewera Board has the meaning given in section 7 of the Te Urewera Act 2014

Te Urewera management plan has the meaning given in section 7 of the Te Urewera Act 2014.

(2) Until the date when the management plan required by section 44 of the Te Urewera Act 2014 is approved under that Act, Te Urewera National Park management plan approved in 2003 under section 48 of the National Parks Act 1980 applies to Te Urewera (including Tāwhiuau Maunga), to the extent that it is not inconsistent with sections 4 and 5 of the Te Urewera Act 2014, as if the plan were approved for Te Urewera (including Tāwhiuau Maunga).

Section 20AA: inserted, on 28 July 2014, by section 129(2) of the Te Urewera Act 2014 (2014 No 51).

20 Declaration and acknowledgement of Ahikāroa

(1) Tāwhiuau is declared to be subject to an overlay classification called Ahikāroa.

(2) The Crown acknowledges the Ngāti Manawa values relating to Tāwhiuau.

(3) The text of the acknowledgement is set out in Part 1 of the schedule of the deed of settlement.

21 Purposes of Ahikāroa

(1) The only purposes of the declaration and acknowledgement under section 20 are to—

(a) require the New Zealand Conservation Authority and relevant Conservation Boards, Te Urewera Board, and the Minister of Conservation to have particular regard to Ngāti Manawa values and the protection principles, as provided for in section 23(1) and (2); and

(b) require the New Zealand Conservation Authority and Te Urewera Board to give the trustees of Te Rūnanga o Ngāti Manawa an opportunity to make submissions, as provided for in section 23(3); and

(c) enable the taking of action under sections 25 to 28.

(2) This section does not limit sections 31 to 33.

Section 21(1)(a): amended, on 28 July 2014, by section 129(2) of the Te Urewera Act 2014 (2014 No 51).

Section 21(1)(b): amended, on 28 July 2014, by section 129(2) of the Te Urewera Act 2014 (2014 No 51).

22 Agreement on protection principles

(1) The trustees of Te Rūnanga o Ngāti Manawa and the Crown may agree on, and publicise, protection principles that are directed at Te Urewera Board and the Minister of Conservation—

(a) avoiding harm to Ngāti Manawa values in relation to the area subject to Ahikāroa; or

(b) avoiding the diminishing of Ngāti Manawa values in relation to the area subject to Ahikāroa.

(2) The protection principles set out in Part 1 of the schedule of the deed of settlement are to be treated as having been agreed by the trustees of Te Rūnanga o Ngāti Manawa and the Crown under subsection (1).

(3) The protection principles may be amended by—

(a) written agreement between the trustees of Te Rūnanga o Ngāti Manawa and the Crown; or

(b) the Minister of Conservation, after consulting with the trustees of Te Rūnanga o Ngāti Manawa, to give effect to a deed of settlement with another claimant group with an interest in the area subject to Ahikāroa.

Section 22(1): amended, on 28 July 2014, by section 129(2) of the Te Urewera Act 2014 (2014 No 51).

23 Duties towards Ahikāroa

(1) When the New Zealand Conservation Authority or a Conservation Board, Te Urewera Board, or the Minister of Conservation considers a conservation document (including a draft) or a proposal or recommendation for a change of status in relation to the area subject to Ahikāroa, it must have particular regard to—

(a) Ngāti Manawa values; and

(b) the protection principles.

(2) Before approving a conservation document or making or considering a proposal or recommendation for a change of status in relation to the area subject to Ahikāroa, the New Zealand Conservation Authority or a Conservation Board, Te Urewera Board, or the Minister of Conservation must—

(a) consult with the trustees of Te Rūnanga o Ngāti Manawa; and

(b) have particular regard to the views of the trustees of Te Rūnanga o Ngāti Manawa as to the effect of Te Urewera management plan or the conservation document, proposal, or recommendation for the change of status on—

(i) Ngāti Manawa values; and

(ii) the protection principles.

(3) If the trustees of Te Rūnanga o Ngāti Manawa advise the New Zealand Conservation Authority in writing that they have significant concerns about a draft conservation document in relation to the area subject to Ahikāroa, the New Zealand Conservation Authority must, before approving the conservation document, give the trustees of Te Rūnanga o Ngāti Manawa a reasonable opportunity to make submissions in relation to those concerns.

Section 23 heading: amended, on 28 July 2014, by section 129(2) of the Te Urewera Act 2014 (2014 No 51).

Section 23(1): amended, on 28 July 2014, by section 129(2) of the Te Urewera Act 2014 (2014 No 51).

Section 23(2): amended, on 28 July 2014, by section 129(2) of the Te Urewera Act 2014 (2014 No 51).

Section 23(2)(b): amended, on 28 July 2014, by section 129(2) of the Te Urewera Act 2014 (2014 No 51).

24 Noting of Ahikāroa

(1) The declaration under section 20 must be noted in all conservation documents affecting the area subject to Ahikāroa.

(2) The noting of Ahikāroa under subsection (1) is—

(a) for the purpose of public notice only; and

(b) not an amendment to a conservation management plan or conservation management strategy for the purposes of section 17I of the Conservation Act 1987, or to Te Urewera management plan for the purposes of section 48 of the Te Urewera Act 2014.

Section 24(2)(b): replaced, on 28 July 2014, by section 129(2) of the Te Urewera Act 2014 (2014 No 51).

25 Notification in *Gazette*

(1) The Minister of Conservation must notify in the *Gazette*—

(a) the declaration of Tāwhiuau as being subject to Ahikāroa as soon as practicable after the settlement date; and

(b) the protection principles as soon as practicable after the settlement date; and

(c) any amendments to the protection principles agreed under section 22(3) as soon as practicable after the amendment has been effected; and

(d) any action taken or intended to be taken under section 26.

(2) The Director-General or Te Urewera Board may notify in the *Gazette* any action (including any action set out in paragraph 5 of Part 1 of the schedule of the deed of settlement) taken or intended to be taken under section 26 or 27.

Section 25(2): amended, on 28 July 2014, by section 129(2) of the Te Urewera Act 2014 (2014 No 51).

26 Actions by Director-General

(1) The following persons must take action in relation to the protection principles:

(a) the Director-General; or

(b) Te Urewera Board; or

(c) if relevant management functions are undertaken by the chief executive of Tūhoe Te Uru Taumatua, the chief executive.

(1A) The actions that must be taken include those set out in paragraph 5 in the Ahikāroa in Part 1 of the schedule of the deed of settlement, with the necessary modifications.

(2) The persons referred to in subsection (1) retain complete discretion to determine the method and extent of the action to be taken under subsection (1).

(3) The persons referred to in subsection (1) must notify the trustees of Te Rūnanga o Ngāti Manawa in writing of the intended action under subsection (1).

(4) If requested in writing by the trustees of Te Rūnanga o Ngāti Manawa, the persons referred to in subsection (1) must not take action in respect of the protection principles to which the request relates.

Section 26(1): replaced, on 28 July 2014, by section 129(2) of the Te Urewera Act 2014 (2014 No 51).

Section 26(1A): inserted, on 28 July 2014, by section 129(2) of the Te Urewera Act 2014 (2014 No 51).

Section 26(2): amended, on 28 July 2014, by section 129(2) of the Te Urewera Act 2014 (2014 No 51).

Section 26(3): amended, on 28 July 2014, by section 129(2) of the Te Urewera Act 2014 (2014 No 51).

Section 26(4): amended, on 28 July 2014, by section 129(2) of the Te Urewera Act 2014 (2014 No 51).

27 Amendment to conservation documents

(1) The Director-General or Te Urewera Board may initiate an amendment to a conservation document to incorporate objectives relating to the protection principles (including a recommendation to make regulations or bylaws).

(2) The Director-General must consult with relevant Conservation Boards before initiating an amendment under subsection (1).

(3) An amendment initiated under subsection (1) is an amendment for the purposes of section 17I(1) to (3) of the Conservation Act 1987 or section 48 of the Te Urewera Act 2014, as the case may be.

Section 27(1): amended, on 28 July 2014, by section 129(2) of the Te Urewera Act 2014 (2014 No 51).

Section 27(3): amended, on 28 July 2014, by section 129(2) of the Te Urewera Act 2014 (2014 No 51).

28 Bylaws

(1) Te Urewera Board may make bylaws for the following purposes:

(a) implementing objectives included in a conservation document under section 27(1); and

(b) regulating or prohibiting activities or conduct by members of the public in relation to the area subject to Ahikāroa; and

(c) specifying—

(i) offences for breaches of the regulations or prohibitions; and

(ii) fines for committing the offences of up to $1,000 for each offence.

(2) Bylaws under this section are secondary legislation (*see* Part 3 of the Legislation Act 2019 for publication requirements).

Legislation Act 2019 requirements for secondary legislation made under this section		
Publication	PCO must publish it on the legislation website and notify it in the *Gazette*	LA19 s 69(1)(c)
Presentation	The Minister must present it to the House of Representatives	LA19 s 114, Sch 1 cl 32(1)(a)
Disallowance	It may be disallowed by the House of Representatives	LA19 ss 115, 116

This note is not part of the Act.

Section 28(1): amended, on 28 July 2014, by section 129(2) of the Te Urewera Act 2014 (2014 No 51).

Section 28(2): replaced, on 28 October 2021, by section 3 of the Secondary Legislation Act 2021 (2021 No 7).

29 Purpose of Ahikāroa

The purpose of the Te Urewera Act 2014 is not affected by the fact that part of Te Urewera is subject to Ahikāroa.

Section 29: replaced, on 28 July 2014, by section 129(2) of the Te Urewera Act 2014 (2014 No 51).

30 Termination of Ahikāroa

(1) The Governor-General may, by Order in Council made on the recommendation of the Minister of Conservation, declare that all or part of Tāwhiuau is no longer subject to Ahikāroa.

(2) The Minister of Conservation must not make a recommendation for the purposes of subsection (1) unless—

(a) the trustees of Te Rūnanga o Ngāti Manawa and the Minister of Conservation have agreed in writing that the status of Ahikāroa is no longer appropriate for the area concerned; or

(b) the area concerned is removed from Te Urewera by legislation.

(c) *[Repealed]*

(3) Subsection (4) applies if subsection (2)(b) applies.

(4) The Crown must give the trustees of Te Rūnanga o Ngāti Manawa at least 2 months' written notice of its intention to—

(a) introduce legislation for the disposal of an area subject to Ahikāroa; or

(b) transfer the Crown responsibility in relation to an area subject to Ahikāroa to a different Minister or department.

(5) Before the Crown carries out an action under subsection (4), it must take reasonable steps to provide for the trustees of Te Rūnanga o Ngāti Manawa to continue to have input into the management of the relevant part of Tāwhiuau by discussing the matter with the trustees of Te Rūnanga o Ngāti Manawa and the new owner, Minister, or department and ensuring that the trustees of Te Rūnanga o Ngāti Manawa's views are taken into account in the discussion.

(6) The Minister of Conservation must ensure that an order under this section is published in the *Gazette*.

Section 30(2)(b): replaced, on 28 July 2014, by section 129(2) of the Te Urewera Act 2014 (2014 No 51).

Section 30(2)(c): repealed, on 28 July 2014, by section 129(2) of the Te Urewera Act 2014 (2014 No 51).

Section 30(3): amended, on 28 July 2014, by section 129(2) of the Te Urewera Act 2014 (2014 No 51).

Section 30(4)(a): amended, on 28 July 2014, by section 129(2) of the Te Urewera Act 2014 (2014 No 51).

Section 30(4)(b): amended, on 28 July 2014, by section 129(2) of the Te Urewera Act 2014 (2014 No 51).

Section 30(5): amended, on 28 July 2014, by section 129(2) of the Te Urewera Act 2014 (2014 No 51).

Section 30(6): inserted, on 28 October 2021, by section 3 of the Secondary Legislation Act 2021 (2021 No 7).

31 Exercise of powers, duties, and functions

(1) Nothing in section 20 affects or may be taken into account in the exercise of any power by, or performance of any duty or function of, any person under any legislation or bylaw.

(2) No person, in considering a matter or making a decision or recommendation under any legislation or bylaw, may give any greater or lesser weight to Ngāti Manawa values than that person would give if the area were not subject to Ahikāroa and Ngāti Manawa values had not been acknowledged in relation to the area.

(3) Subsection (2) does not limit the operation of subsection (1).

(4) This section applies subject to sections 21 to 30.

32 Rights not affected

(1) Section 20 does not affect the lawful rights or interests of any person who is not a party to the deed of settlement.

(2) This section applies subject to sections 21 to 30.

33 Limitation of rights

(1) Section 20 does not have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind relating to, the area subject to Ahikāroa.

(2) This section applies subject to sections 21 to 30.

Protocols

34 Authority to issue, amend, or cancel protocols

(1) Each responsible Minister—

(a) must issue a protocol to the trustees of Te Rūnanga o Ngāti Manawa in the form set out in Part 2 of the schedule of the deed of settlement; and

(b) may amend or cancel that protocol.

(2) A protocol may be amended or cancelled under subsection (1) at the initiative of either—

(a) the trustees of Te Rūnanga o Ngāti Manawa; 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 of Te Rūnanga o Ngāti Manawa.

35 Protocols subject to rights, functions, and obligations

Protocols do not restrict—

(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

(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

(b) the responsibilities of a responsible Minister or a responsible department; or

(c) the legal rights of the trustees of Te Rūnanga o Ngāti Manawa or a representative entity.

36 Enforceability of protocols

(1) The Crown must comply with a protocol while it is in force.

(2) If the Crown fails, without good cause, to comply with a protocol, the trustees of Te Rūnanga o Ngāti Manawa 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.

(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 of Te Rūnanga o Ngāti Manawa in enforcing the protocol under subsection (2).

37 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—

(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.

(3) The DOC protocol does not have the effect of creating, granting, or providing evidence of an estate or interest in, or rights relating to, land held, managed, or administered, or flora or fauna managed or administered, under the—

(a) Conservation Act 1987; or

(b) other statutes listed in Schedule 1 of that Act.

38 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

(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.

(4) 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:

(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.

39 Taonga tūturu protocol

The taonga tūturu protocol does not have the effect of creating, granting, or providing evidence of—

(a) an estate or interest in taonga tūturu; or

(b) rights relating to taonga tūturu.

40 Crown minerals protocol

(1) A summary of the terms of the Crown minerals protocol must be noted—

(a) in a register of protocols maintained by the chief executive of the Ministry of Economic Development; and

(b) in the minerals programmes affecting the Crown minerals protocol area when those programmes are replaced.

(2) The noting of the Crown minerals protocol is—

(a) for the purpose of public notice only; and

(b) not an amendment to the minerals programme for the purposes of the Crown Minerals Act 1991.

(3) The Crown minerals protocol does not have the effect of creating, granting, or providing evidence of an estate or interest in, or rights relating to, any Crown owned mineral.

(4) In this section, **minerals programme** has the meaning given to it in section 2(1) of the Crown Minerals Act 1991.

Statutory acknowledgement

41 Statutory acknowledgement by the Crown

(1) The Crown acknowledges the statements of association.

(2) In this Act, **statements of association** means the statements—

(a) made by Ngāti Manawa of their particular cultural, spiritual, historical, and traditional association with each statutory area:

(b) that are in the form set out in Part 4 of the schedule of the deed of settlement at the settlement date.

42 Purposes of statutory acknowledgement

(1) The only purposes of the statutory acknowledgement are to—

(a) require relevant consent authorities, the Environment Court, and Heritage New Zealand Pouhere Taonga to have regard to the statutory acknowledgement, as provided for in sections 43 to 45:

(b) require relevant consent authorities to forward summaries of resource consent applications to the trustees of Te Rūnanga o Ngāti Manawa, as provided for in section 47:

(c) enable the trustees of Te Rūnanga o Ngāti Manawa and any member of Ngāti Manawa to cite the statutory acknowledgement as evidence of the association of Ngāti Manawa with the relevant statutory areas, as provided for in section 48.

(2) This section does not limit sections 51 to 53.

Section 42(1)(a): amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

43 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 deciding, under section 95E of the Resource Management Act 1991, if the trustees of Te Rūnanga o Ngāti Manawa are affected persons in relation to an activity within, adjacent to, or directly affecting the statutory area for which an application for a resource consent has been made.

(2) Subsection (1) does not limit the obligations of a relevant consent authority under the Resource Management Act 1991.

44 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 deciding, under section 274 of the Resource Management Act 1991, if the trustees of Te Rūnanga o Ngāti Manawa are persons who have an interest in proceedings that is greater than the general public has 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.

45 Heritage New Zealand Pouhere Taonga and Environment Court to have regard to statutory acknowledgement

(1) If, on or after the effective date, an application is made under section 44, 56, or 61 of the Heritage New Zealand Pouhere Taonga Act 2014 for an authority to undertake an activity that will or may modify or destroy an archaeological site within a statutory area,—

(a) Heritage New Zealand Pouhere Taonga, in exercising its powers under section 48, 56, or 62 of that Act in relation to the application, must have regard to the statutory acknowledgement relating to the statutory area; and

(b) the Environment Court, in determining under section 59(1) or 64(1) of that Act any appeal against a decision of Heritage New Zealand Pouhere

Taonga in relation to the application, must have regard to the statutory acknowledgement relating to the statutory area, including in making a determination as to whether the trustees are persons directly affected by the decision.

(2) In this section, **archaeological site** has the meaning given in section 6 of the Heritage New Zealand Pouhere Taonga Act 2014.

Section 45: replaced, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

46 Recording statutory acknowledgement on statutory plans

(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 42 to 45 in full, the descriptions of the statutory areas, and the statements of association.

(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—

(a) part of the statutory plan, unless adopted by the relevant consent authority:

(b) subject to the provisions of Schedule 1 of the Resource Management Act 1991, unless adopted as part of the statutory plan.

47 Distribution of resource consent applications to trustees of Te Rūnanga o Ngāti Manawa

(1) Each relevant consent authority must, for a period of 20 years from the effective date, forward to the trustees of Te Rūnanga o Ngāti Manawa, in the following form, a summary of resource consent applications received by that consent authority for activities within, adjacent to, or directly affecting a statutory area:

(a) if the application is received by the consent authority, a summary of the application; or

(b) if notice of the application is served on the consent authority under section 145(10) of the Resource Management Act 1991, a copy of the notice.

(2) The information provided under subsection (1)(a) must be—

(a) the same as would be given to an affected person by limited notification under section 95B of the Resource Management Act 1991 or as may be agreed between the trustees of Te Rūnanga o Ngāti Manawa and the relevant consent authority:

(b) provided as soon as is reasonably practicable after the application is received and before the relevant consent authority decides, under section 95 of that Act, whether to notify the application.

(3) The trustees of Te Rūnanga o Ngāti Manawa may, by notice in writing to a relevant consent authority,—

(a) waive their rights to be notified under this section:

(b) state the scope of that waiver and the period it applies for.

(4) A copy of a notice of an application must be provided under subsection (1)(b) no later than 10 business days after the day on which the consent authority receives the notice.

(5) This section does not affect a relevant consent authority's obligation to decide,—

(a) under section 95 of the Resource Management Act 1991, whether to notify an application:

(b) under section 95E of that Act, if the trustees of Te Rūnanga o Ngāti Manawa are affected persons in relation to an activity.

48 Use of statutory acknowledgement

(1) The trustees of Te Rūnanga o Ngāti Manawa and any member of Ngāti Manawa may, as evidence of the association of Ngāti Manawa 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 Environmental Protection Authority or a board of inquiry under Part 6AA of the Resource Management Act 1991, the Environment Court, or Heritage New Zealand Pouhere Taonga concerning activities within, adjacent to, or directly affecting the statutory areas.

(2) The content of a statement of association is not, by virtue of the statutory acknowledgement, binding as fact on—

(a) relevant consent authorities:

(b) the Environmental Protection Authority or a board of inquiry under Part 6AA of the Resource Management Act 1991:

(c) the Environment Court:

(d) Heritage New Zealand Pouhere Taonga:

(e) parties to proceedings before those bodies:

(f) any other person who is entitled to participate in those proceedings.

(3) Despite subsection (2), the statutory acknowledgement may be taken into account by the bodies and persons specified in that section.

(4) To avoid doubt,—

(a) neither the trustees of Te Rūnanga o Ngāti Manawa nor members of Ngāti Manawa are precluded from stating that Ngāti Manawa has an association with a statutory area that is not described in the statutory acknowledgement:

(b) the content and existence of the statutory acknowledgement do not limit any statement made.

Section 48(1): amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

Section 48(2)(d): replaced, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

49 Meaning of river in statutory acknowledgement and deeds of recognition

If a statutory acknowledgement or deed of recognition relates to a river, the **river**—

(a) means—

(i) a continuously or intermittently flowing body of fresh water, including a stream or a modified watercourse; and

(ii) the bed of the river; but

(b) does not include,—

(i) in the case of a statutory acknowledgement, a part of the bed of the river that is not owned by the Crown; or

(ii) in the case of a deed of recognition, a part of the bed of the river that is not owned and managed by the Crown; or

(iii) land that the waters of the river do not cover at its fullest flow without overlapping its banks; or

(iv) an artificial watercourse; or

(v) a tributary flowing into the river, unless the statutory acknowledgement or deed of recognition provides otherwise.

Deeds of recognition

50 Authorisation to enter into and amend deeds of recognition

(1) The Minister of Conservation and the Director-General must enter into a deed of recognition with the trustees of Te Rūnanga o Ngāti Manawa in respect of the following statutory areas:

(a) Pukehinau (pā); and

(b) Te Kōhua (wāhi tapu and urupā); and

(c) Rangitaiki River within the Ngāti Manawa Area of Interest; and

(d) Whirinaki River within the Ngāti Manawa Area of Interest; and

(e) Horomanga River within the Ngāti Manawa Area of Interest; and

(f) Wheao River within the Ngāti Manawa Area of Interest.

(2) The Commissioner of Crown Lands must enter into a deed of recognition with the trustees of Te Rūnanga o Ngāti Manawa in respect of the following statutory areas:

(a) Rangitaiki River within the Ngāti Manawa Area of Interest; and

(b) Whirinaki River within the Ngāti Manawa Area of Interest; and

(c) Horomanga River within the Ngāti Manawa Area of Interest; and

(d) Wheao River within the Ngāti Manawa Area of Interest.

(3) The deeds referred to in subsections (1) and (2) may be amended by the parties entering into a deed to amend the original deed.

(4) In this section, **deed of recognition** means a deed—

(a) entered into in accordance with clauses 5.22 to 5.28 of the deed of settlement; and

(b) in the form set out in Part 6 of the schedule of the deed of settlement.

General provisions

51 Exercise of powers and performance of duties and functions

(1) Except as expressly provided in this Act,—

(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 Manawa 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).

52 Rights not affected

Except as expressly provided in this Act, 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.

53 Limitations of rights

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

Amendment to Resource Management Act 1991

54 Amendment to Resource Management Act 1991

(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 Manawa Claims Settlement Act 2012".

Advisory committees

55 Fisheries advisory committee

(1) The Minister of Fisheries must appoint from the settlement date the trustees of Te Rūnanga o Ngāti Manawa as an advisory committee under section 21 of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995.

(2) The Minister must consider the advice of the committee on all matters concerning the utilisation, while ensuring the sustainability, of aquatic life, fish, and seaweed administered by the Ministry of Fisheries under the Fisheries Act 1996 within the fisheries protocol area.

(3) In considering the advice, the Minister must recognise and provide for the customary non-commercial interests of Ngāti Manawa in all matters concerning the utilisation, while ensuring the sustainability, of aquatic life, fish, and seaweed administered by the Ministry of Fisheries under the Fisheries Act 1996 within the fisheries protocol area.

56 Fisheries (conservation) advisory committee

(1) The Minister of Conservation must appoint the trustees of Te Rūnanga o Ngāti Manawa as an advisory committee from the settlement date under section 56 of the Conservation Act 1987.

(2) The Minister must consider the advice of the committee on all matters concerning the conservation and management by the Department of Conservation of freshwater species in the DOC protocol area to the extent that the species are under the department's jurisdiction.

Pou rāhui in Crown owned sites

57 Pou rāhui in Crown owned sites

(1) The Crown acknowledges the cultural, historical, spiritual, and traditional association of Ngāti Manawa with the sites listed in Part 7 of the schedule of the deed of settlement.

(2) Subject to subsection (3), the trustees of Te Rūnanga o Ngāti Manawa may access, erect, and maintain pou rāhui at the sites, notwithstanding the Conservation Act 1987 and the National Parks Act 1980.

(3) The Minister of Conservation may give the trustees of Te Rūnanga o Ngāti Manawa written notice imposing conditions that the Minister considers appropriate about—

(a) accessing, erecting, and maintaining pou rāhui on the sites; and

(b) protecting the conservation values of the sites on which pou rāhui are erected; and

(c) avoiding, mitigating, or remedying adverse effects arising from accessing, erecting, or maintaining pou rāhui.

Geographic names

58 Interpretation

In sections 59 to 62,—

new official geographic name—

(a) means the name to which the existing official geographic name is altered under section 59(1); and

(b) includes any alteration to the new official geographic name under section 61.

59 New official geographic name

(1) The existing official geographic name specified in the first column of the table set out in Part 8 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.

(2) The change made under subsection (1) is to be treated as having been made by the New Zealand Geographic Board in accordance with the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008.

60 Publication of new official geographic name

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 59 of this Act were a determination referred to in section 21(1) of that Act.

61 Alteration of new official geographic name

(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 of Te Rūnanga o Ngāti Manawa, alter any new official geographic name or its location.

(2) Section 60 applies, with any necessary modifications, to an alteration made under subsection (1).

62 When new official geographic name takes effect

Place names altered under section 59 or 61 take effect on the date the *Gazette* notice is published under section 60.

The Crown may provide other similar redress

63 The Crown may provide 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 Manawa or the trustees of Te Rūnanga o Ngāti Manawa; or

(b) disposing of land.

(2) However, subsection (1) is not an acknowledgement by the Crown or Ngāti Manawa 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 acknowledgements, and the deeds of recognition.

Vesting of properties

Sites that vest in fee simple

64 Ōruatewehi Pā site

(1) The fee simple estate in the Ōruatewehi Pā site vests in the trustees of Te Rūnanga o Ngāti Manawa.

(2) Subsection (1) is subject to section 98(3).

65 Kiorenui site

(1) The fee simple estate in the Kiorenui site vests in the trustees of Te Rūnanga o Ngāti Manawa.

(2) Subsection (1) is subject to section 98(3).

66 Kakarāhonui Kāinga site

(1) The Kakarāhonui Kāinga site ceases to be a conservation area under the Conservation Act 1987.

(2) The fee simple estate in the Kakarāhonui Kāinga site vests in the trustees of Te Rūnanga o Ngāti Manawa.

67 Kāramuramu site

(1) The reservation of the Fort Galatea historic reserve area as an historic reserve subject to section 18 of the Reserves Act 1977 is revoked.

(2) The Galatea stewardship site ceases to be a conservation area under the Conservation Act 1987.

(3) The fee simple estate in the Kāramuramu site vests in the trustees of Te Rūnanga o Ngāti Manawa.

(4) The Fort Galatea historic reserve area is declared a reserve and classified as an historic reserve subject to section 18 of the Reserves Act 1977.

(5) Subsections (1) to (4) are subject to—

(a) section 98(3); and

(b) the trustees of Te Rūnanga o Ngāti Manawa providing the Crown with—

(i) a registrable covenant in relation to section 7 SO 431616 in the form set out in Part 11 of the schedule of the deed of settlement (the **Kāramuramu covenant**); and

(ii) a registrable right of way easement in gross in favour of the Minister of Conservation over the area marked "B" on SO 431616 in the form set out in Part 12 of the schedule of the deed of settlement.

(6) The Kāramuramu covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977.

(7) The reserve created by subsection (4) is named Fort Galatea Historic Reserve.

68 Motumako site

(1) The fee simple estate in the Motumako site vests in the trustees of Te Rūnanga o Ngāti Manawa.

(2) Subsection (1) is subject to section 98(3).

69 Te Ana a Maru Rock Art site

(1) Subject to section 98(3), the fee simple estate in the Te Ana a Maru Rock Art site vests in the trustees of Te Rūnanga o Ngāti Manawa.

(2) As soon as reasonably practicable after the site becomes a return area, the trustees of Te Rūnanga o Ngāti Manawa must give the Director-General written notice of the fact.

(3) Within 20 business days of the Director-General receiving the notice under subsection (2), the Minister of Conservation must publish a *Gazette* notice that—

(a) declares the Te Ana a Maru Rock Art site a reserve and classifies it as an historic reserve subject to section 18 of the Reserves Act 1977; and

(b) takes effect on the day after the return date.

(4) On the day the Te Ana a Maru Rock Art site is declared an historic reserve the protective covenant B239828.2 is deemed to be cancelled to the extent that it affects the site.

(5) Within 10 business days of the *Gazette* notice taking effect, the Director-General must give the Registrar-General written notice that—

(a) the Te Ana a Maru Rock Art site has been declared a reserve and classified as an historic reserve subject to section 18 of the Reserves Act 1977; and

(b) the note made under section 92(1)(b) on the computer freehold register for the site no longer applies; and

(c) section 92(1)(a) applies; and

(d) section 90 applies, as if an application has been made under that section; and

(e) the protective covenant B239828.2 is cancelled in respect of the site.

(6) As soon as practicable after receiving the notice under subsection (5), the Registrar-General must make the appropriate entries on the computer freehold register for the Te Ana a Maru Rock Art site.

(7) The reserve created by subsection (3)(a) is named Te Ana a Maru Historic Reserve.

70 Tūtūtarata Papakainga site

(1) The fee simple estate in the Tūtūtarata Papakainga site vests in the trustees of Te Rūnanga o Ngāti Manawa.

(2) Subsection (1) is subject to section 98(3).

71 Pekepeke Pā site

(1) The fee simple estate in the Pekepeke Pā site vests in the trustees of Te Rūnanga o Ngāti Manawa.

(2) Subsection (1) is subject to section 98(3).

72 Puketapu Pā site

(1) The fee simple estate in the Puketapu Pā site vests in the trustees of Te Rūnanga o Ngāti Manawa.

(2) Subsection (1) is subject to section 98(3).

73 Pukemoremore site

(1) The fee simple estate in the Pukemoremore site vests in the trustees of Te Rūnanga o Ngāti Manawa.

(2) Subsection (1) is subject to section 98(3).

74 Ngātamawāhine Nohoanga site

(1) The fee simple estate in the Ngātamawāhine Nohoanga site vests in the trustees of Te Rūnanga o Ngāti Manawa.

(2) Subsection (1) is subject to section 98(3).

75 Kaiwhatiwhati Pā site

(1) The fee simple estate in the Kaiwhatiwhati Pā site vests in the trustees of Te Rūnanga o Ngāti Manawa.

(2) Subsection (1) is subject to section 98(3).

76 Ahiweka Pā site

(1) The fee simple estate in the Ahiweka Pā site vests in the trustees of Te Rūnanga o Ngāti Manawa.

(2) Subsection (1) is subject to section 98(3).

77 Ahiwhakamura Kāinga site

(1) The fee simple estate in the Ahiwhakamura Kāinga site vests in the trustees of Te Rūnanga o Ngāti Manawa.

(2) Subsection (1) is subject to section 98(3).

78 Kani Rangi Park site

(1) The part of the Kani Rangi Park site that is Lot 2 DP 408130 ceases to be Crown forest land.

(2) The fee simple estate in the Kani Rangi Park site vests in the trustees of Te Rūnanga o Ngāti Manawa.

(3) Subsections (1) and (2) are subject to section 98(3).

School sites

79 Galatea School site

(1) The fee simple estate in the Galatea School site vests in the trustees of Te Rūnanga o Ngāti Manawa.

(2) Subsection (1) is subject to the trustees of Te Rūnanga o Ngāti Manawa granting to the Crown a lease of the Galatea School site in the form set out in Part 13 of the schedule of the deed of settlement.

80 Murupara School site

(1) The fee simple estate in the Murupara School site vests in the trustees of Te Rūnanga o Ngāti Manawa.

(2) Subsection (1) is subject to the trustees of Te Rūnanga o Ngāti Manawa granting to the Crown a lease of the Murupara School site in the form set out in Part 13 of the schedule of the deed of settlement.

81 Te Kura Kaupapa Motuhake o Tāwhiuau site

(1) The fee simple estate in the Te Kura Kaupapa Motuhake o Tāwhiuau site vests in the trustees of Te Rūnanga o Ngāti Manawa.

(2) Subsection (1) is subject to the trustees of Te Rūnanga o Ngāti Manawa granting to the Crown a lease of the Te Kura Kaupapa Motuhake o Tāwhiuau site in the form set out in Part 13 of the schedule of the deed of settlement.

Jointly vested sites

82 Hināmoki Pā site

An undivided half share of the fee simple estate in the Hināmoki Pā site vests in the trustees of Te Rūnanga o Ngāti Manawa as a tenant in common.

83 Okārea Pā site

(1) The Okārea Pā site ceases to be part of the Oriuwaka ecological area.

(2) The Okārea Pā site ceases to be a conservation area under the Conservation Act 1987.

(3) An undivided half share of the fee simple estate in the Okārea Pā site vests in the trustees of Te Rūnanga o Ngāti Manawa as a tenant in common.

(4) Subsections (1) to (3) are subject to the trustees of Te Rūnanga o Ngāti Manawa and the trustees of Te Rūnanga o Ngāti Whare providing the Crown with a registrable covenant in relation to the site in the form set out in Part 11 of the schedule of the deed of settlement (the **Okārea Pā site covenant**).

(5) The Okārea Pā site covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977.

84 Te Rake Pā site

(1) An undivided half share of the fee simple estate in the Te Rake Pā site vests in the trustees of Te Rūnanga o Ngāti Manawa as a tenant in common.

(2) Subsection (1) is subject to section 98(3).

85 Te Tāpiri Pā site

(1) The Te Tāpiri Pā site ceases to be a conservation area under the Conservation Act 1987.

(2) An undivided half share of the fee simple estate in the Te Tāpiri Pā site vests in the trustees of Te Rūnanga o Ngāti Manawa as a tenant in common.

(3) Subsections (1) and (2) are subject to the trustees of Te Rūnanga o Ngāti Manawa and the trustees of Te Rūnanga o Ngāti Whare providing the Crown with a registrable covenant in relation to the site in the form set out in Part 11 of the schedule of the deed of settlement (the **Te Tāpiri Pā site covenant**).

(4) The Te Tāpiri Pā site covenant is to be treated as a conservation covenant for the purposes of—

(a) section 77 of the Reserves Act 1977; and

(b) section 27 of the Conservation Act 1987.

86 Māori reservation

(1) The jointly vested sites are set apart as 1 Māori reservation as a wāhi tapu and place of cultural and historical interest as if the sites were set apart under section 338(1) of Te Ture Whenua Maori Act 1993.

(2) The Māori reservation is held on trust by the trustees of Te Rūnanga o Ngāti Manawa and the trustees of Te Rūnanga o Ngāti Whare for the benefit of Ngāti Manawa and Ngāti Whare.

(3) The Māori reservation is held on the following terms as if the Māori Land Court had set out the terms of the trust under section 338(8) of Te Ture Whenua Maori Act 1993:

(a) the jointly vested sites are inalienable; and

(b) the conservation values of the Okārea Pā site must be maintained; and

(c) the conservation covenant registered over the Okārea Pā site must not be varied without the consent of the Minister of Conservation; and

(d) the conservation values of the Te Tāpiri Pā site must be maintained; and

(e) public access to the Te Tāpiri Pā site must be maintained; and

(f) the conservation covenant registered over the Te Tāpiri Pā site must not be varied without the consent of the Minister of Conservation; and

(g) in relation to the Te Rake Pā site and until the return date in respect of that site, nothing in sections 86 and 87 affects the rights and obligations of the licensee under the Crown forestry licence; and

(h) any other terms relating to the governance and management of the Māori reservation that the trustees of Te Rūnanga o Ngāti Manawa and the trustees of Te Rūnanga o Ngāti Whare agree on.

(4) The Māori Land Court has jurisdiction under section 338(8) of Te Ture Whenua Maori Act 1993 to amend the terms of the trust of the Māori reservation on a joint application from the trustees of Te Rūnanga o Ngāti Manawa and the trustees of Te Rūnanga o Ngāti Whare, but must not amend or derogate from the terms in subsection (3).

(5) No other provision of Part 17 of Te Ture Whenua Maori Act 1993 or regulations made under section 338(15) of Te Ture Whenua Maori Act 1993 applies to the Māori reservation.

87 How various Acts affect jointly vested sites

(1) In relation to the Local Government (Rating) Act 2002, the jointly vested sites are rateable only under section 9 of the Act.

(2) In relation to the Public Works Act 1981, the jointly vested sites may not be acquired or taken under the Act without the consent of the Minister of Conservation.

(3) In relation to the Resource Management Act 1991, section 108(9) applies to the jointly vested sites as if the land were Māori land within the meaning of Te Ture Whenua Maori Act 1993.

(4) In relation to Te Ture Whenua Maori Act 1993, sections 18(1)(c) and (d), 19(1)(a), 20, 24, 26, 194, and 342 apply to the jointly vested sites as if the land were Māori freehold land.

(5) Section 51 of the Crown Minerals Act 1991 is amended by adding the following subsections:

(7) No person may, for the purpose of carrying out a minimum impact activity, enter on any land without the consent of the trustees of Te Rūnanga o Ngāti Whare and the trustees of Te Rūnanga o Ngāti Manawa (as those terms are defined in section 10 of the Ngāti Whare Claims Settlement Act 2012 and section 10 of the Ngāti Manawa Claims Settlement Act 2012), if the land is registered in the names of Wharepakau and Tangiharuru as tenants in common.

(8) Subsection (1)(b) applies in relation to land registered in the names of Wharepakau and Tangiharuru as tenants in common under section 104 of the Ngāti Whare Claims Settlement Act 2012 and section 88 of the Ngāti Manawa Claims Settlement Act 2012 as if that land were Māori land and as if the trustees of Te Rūnanga o Ngāti Whare and the trustees of Te Rūnanga o Ngāti Manawa (as those terms are defined in section 10 of the Ngāti Whare Claims Settlement Act 2012 and section 10 of the Ngāti Manawa Claims Settlement Act 2012) were jointly the local iwi authority of that land.

88 Title to jointly vested sites

(1) For a jointly vested site, the Registrar-General must, in accordance with a written application by an authorised person,—

(a) create a separate computer freehold register for the undivided half share vested under whichever of sections 82, 83, 84, and 85 applies; and

(b) enter Tangiharuru, not the trustees of Te Rūnanga o Ngāti Manawa, on the register as the registered proprietor; and

(c) enter on the register encumbrances that are registered, notified, or notifiable and described in the application; and

(d) make a notation on the register that the land—

(i) is a Māori reservation created under section 86; and

(ii) is subject to section 87.

(2) Subsection (1) applies subject to the completion of any survey necessary to create the computer freehold register.

(3) Despite the jointly vested sites being registered in the name of Tangiharuru,—

(a) the trustees of Te Rūnanga o Ngāti Manawa have all the duties, powers, and rights of a registered proprietor of the land as a tenant in common; and

(b) the trustees of Te Rūnanga o Ngāti Manawa perform the duties, and exercise the powers and rights, as a tenant in common in their own names and not in the name of Tangiharuru; and

(c) the Registrar-General must have regard to the matters in paragraphs (a) and (b).

(4) A computer freehold register must be created under this section—

(a) as soon as is reasonably practicable after the settlement date; and

(b) no later than—

(i) 24 months after the settlement date; or

(ii) a later date that may be agreed in writing by the Crown and the trustees of Te Rūnanga o Ngāti Manawa.

General provisions relating to vesting of properties

89 Properties vest subject to or together with encumbrances

Each cultural redress property vests under this Act subject to, or together with, any encumbrances listed in relation to the property in Schedule 3.

90 Registration of ownership

(1) This section applies to the fee simple estate in a cultural redress property (other than a jointly vested property) vested in the trustees of Te Rūnanga o Ngāti Manawa under this Act.

(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, the Registrar-General must—

(a) register the trustees of Te Rūnanga o Ngāti Manawa 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 Act 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 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 of Te Rūnanga o Ngāti Manawa; and

(b) enter on the register any encumbrances that are registrable, notified, or notifiable and that are described in the application.

(5) Subsection (4) applies 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 of Te Rūnanga o Ngāti Manawa and the Crown.

91 Application of Part 4A of Conservation Act 1987

(1) The vesting of the fee simple estate (or a share of the fee simple estate) in a cultural redress property under this Act is a disposition for the purposes of Part 4A of the Conservation Act 1987, but sections 24(2A), 24A, and 24AA of the Act do not apply to the disposition.

(2) The trustees of Te Rūnanga o Ngāti Manawa are appointed as the manager of any marginal strip created by virtue of subsection (1) as if that appointment were made under section 24H of the Conservation Act 1987.

(3) Despite subsection (1), the rest of section 24 of the Conservation Act 1987 does not apply to the vesting of a reserve site under this Act.

(4) If the reservation, under this Act, of a reserve site is revoked in relation to all or part of the site, then the vesting of the site is 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.

92 Recording application of Part 4A of Conservation Act 1987 and sections of this Act

(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

(ii) that the land is subject to sections 91(4) and 97 of this Act; and

(b) any other cultural redress property that the land is subject to Part 4A of the Conservation Act 1987.

(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 this Act, 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 91(4) and 97 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).

93 Application of other enactments

(1) Sections 24 and 25 of the Reserves Act 1977 do not apply to the revocation, under this Act, of the reserve status of a cultural redress property.

(2) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to—

(a) the vesting of the fee simple estate (or a share of the fee simple estate) in a cultural redress property under this Act; or

(b) any matter incidental to, or required for the purpose of, the vesting.

(3) The vesting of the fee simple estate (or a share of the fee simple estate) in a cultural redress property under this Act does not—

(a) limit section 10 or 11 of the Crown Minerals Act 1991; 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 the settlement in relation to a cultural redress property.

(5) Subsection (6) applies if immediately before the vesting of a site under sections 64 to 85—

(a) the site comprised the whole of a reserve or conservation area; and

(b) an official geographic name had been assigned to that site under the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008.

(6) That official geographic name is discontinued and the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa must ensure that, as soon as is reasonably practicable, that official geographic name is removed from the Gazetteer.

(7) However, if a site vested under sections 64 to 85 comprised only part of a reserve or conservation area to which an official geographic name had been assigned,—

(a) the official geographic name is discontinued only in respect of the part of the site that is vested under sections 64 to 85; and

(b) the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa must amend the Gazetteer so that the official geographic name applies only to the part of the reserve or conservation area that is not vested under sections 64 to 85.

(8) If a site is vested under sections 64 to 85, and reserved and classified as a historic reserve under those sections, the historic reserve does not become a Crown protected area within the meaning of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008.

(9) In this section, **Gazetteer** has the meaning given in section 4 of the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008.

94 Provisions of other Acts that have same effect for jointly vested sites

If a provision in this Act has the same effect for a jointly vested site as a provision in the Ngāti Whare Claims Settlement Act 2012, the provisions must be given effect to only once as if they were 1 provision.

95 Non-cultural redress properties

Sections 15, 16, 89, 90, 91(1), 92(1)(b), 92(2), and 93(2) to (4) apply to the non-cultural redress properties as if each site were a cultural redress property.

Provisions relating to reserve sites

96 Application of Reserves Act 1977 to reserve sites

(1) The trustees of Te Rūnanga o Ngāti Manawa 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 this Act 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.

97 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 of Te Rūnanga o Ngāti Manawa, 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.

(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—

(a) comply with the requirements of the Reserves Act 1977; and

(b) perform the duties of an administering body under the Reserves Act 1977.

(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—

(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

(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),—

(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.

(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

(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.

Provisions relating to forest sites

98 CNI forests sites

(1) The CNI forests sites were vested in CNI Iwi Holdings Limited under the Central North Island Forest Land Collective Settlement Act 2008.

(2) The vesting of the CNI forests sites under this Act is deemed to be a transfer from CNI Iwi Holdings Limited to the trustees of Te Rūnanga o Ngāti Manawa under paragraph 10 of schedule 3 of the deed of trust, as defined in section 4 of the Central North Island Forest Land Collective Settlement Act 2008.

(3) The vestings of the Kani Rangi Park site and the CNI forests sites under this Act are subject to the trustees of Te Rūnanga o Ngāti Manawa, and in relation to the Te Rake Pā site the trustees of Te Rūnanga o Ngāti Manawa and the trustees of Te Rūnanga o Ngāti Whare, entering into a deed of covenant (or deeds of covenant as applicable), in the form set out in Part 10 of the schedule to the deed of settlement, under which, in assuming the owner's interest in those sites, they agree in favour of the other parties to the Kaingaroa Forest Road Network deed dated 3 June 2009 and the deed in relation to reciprocal access over Bonisch Road and the Kaingaroa Forest Road Network dated 26

June 2009 (or any amended or replacement deeds) to be bound by the terms of those deeds, while those deeds each remain in force and to the extent applicable to those sites.

(4) Upon the vesting of the Te Rake Pā site in the trustees of Te Rūnanga o Ngāti Manawa,—

(a) section 10 of the Central North Island Forests Land Collective Settlement Act 2008 ceases to apply; and

(b) the public right of way easement is extinguished.

99 Removal of Crown forestry licence memorial

(1) Subsection (2) applies if the registered proprietor of a CNI forests site makes a written application to the Registrar-General—

(a) confirming that all of the land contained in the computer freehold register or registers for the site was returned on the return date; and

(b) containing a statement from the relevant licensee under the Crown forestry licence endorsing paragraph (a).

(2) The Registrar-General must remove the Crown forestry licence memorial from the computer freehold register or registers for the site.

Tangiharuru title

100 Registration of land in name of Tangiharuru

(1) This section does not apply to the jointly vested sites.

(2) Despite anything in the Land Transfer Act 1952, or any other enactment or rule of law, the trustees of Te Rūnanga o Ngāti Manawa may give the Registrar-General a written notice requiring that the fee simple estate in land that is registrable or registered under the Land Transfer Act 1952 in the names of the trustees of Te Rūnanga o Ngāti Manawa—

(a) be registered in the name of Tangiharuru, rather than in the names of the trustees; or

(b) be no longer registered in the name of Tangiharuru, and instead be registered in the names of the trustees of Te Rūnanga o Ngāti Manawa.

(3) If the Registrar-General receives a notice under subsection (2)(a), the Registrar-General must comply with it by—

(a) registering the computer freehold register to the land in the name of Tangiharuru; and

(b) entering a notation on the computer freehold register to the land that the land is subject to this section.

(4) If the Registrar-General receives a notice under subsection (2)(b), the Registrar-General must comply with it by—

(a) registering the computer freehold register to the land in the names of the trustees of Te Rūnanga o Ngāti Manawa; and

(b) cancelling the notation on the computer freehold register entered under subsection (3).

(5) In the absence of evidence to the contrary, it is sufficient evidence that the notice has been properly given to the Registrar-General under subsection 2(a) or (b), if the notice—

(a) is executed or purports to be executed by the trustees of Te Rūnanga o Ngāti Manawa; and

(b) relates to the land registrable or registered in the names of the trustees of Te Rūnanga o Ngāti Manawa.

(6) If the fee simple estate in land is registered in the name of Tangiharuru,—

(a) the trustees of Te Rūnanga o Ngāti Manawa have all the duties, powers, and rights of the registered proprietor of the land; and

(b) the trustees of Te Rūnanga o Ngāti Manawa must perform the duties, and exercise the powers and rights, in their own names and not in the name of Tangiharuru; and

(c) the Registrar-General must have regard to paragraphs (a) and (b).

Vesting and gift back of Tāwhiuau

101 Tāwhiuau

(1) The trustees of Te Rūnanga o Ngāti Manawa may give written notice to the Minister of Conservation of the date for the commencement of the vesting and gifting back process for Tāwhiuau.

(2) The date for the commencement of the vesting and gifting back process for Tāwhiuau must be within 5 years after the settlement date.

(3) The trustees of Te Rūnanga o Ngāti Manawa must give the notice at least 80 business days before the commencement of the vesting and gift back process for Tāwhiuau.

(4) The Minister of Conservation must publish a *Gazette* notice declaring that the fee simple estate in Tāwhiuau vests in the trustees of Te Rūnanga o Ngāti Manawa on the date identified in the notice.

(5) On the date identified in the *Gazette* notice (**vesting date**), the fee simple estate in Tāwhiuau vests in the trustees of Te Rūnanga o Ngāti Manawa.

(6) On the seventh day after the vesting,—

(a) the trustees of Te Rūnanga o Ngāti Manawa are deemed to have gifted Tāwhiuau back to the Crown and to all the people of New Zealand for continued inclusion in Te Urewera National Park; and

(b) the fee simple estate in Tāwhiuau vests in the Crown.

(7) Despite sections 100(5) and 100(6),—

(a) Tāwhiuau is and remains part of Te Urewera National Park; and

(b) the National Parks Act 1980 and any other enactment applying immediately before the vesting date has uninterrupted effect on and from the settlement date as if Tāwhiuau had remained Crown-owned land at all times; and

(c) every encumbrance and other instrument in effect immediately before the vesting date has uninterrupted effect on and from the settlement date as if Tāwhiuau had remained Crown-owned land at all times; and

(d) the Crown retains all liability for Tāwhiuau during the period between vesting and gifting back as if Tāwhiuau had remained Crown-owned land at all times.

(8) No gift duty is payable for the gifting of Tāwhiuau by the trustees of Te Rūnanga o Ngāti Manawa to the Crown and to all the people of New Zealand.

(9) Nothing in this section is affected by—

(a) section 11 and Part 10 of the Resource Management Act 1991; or

(b) any other provision of the Resource Management Act 1991; or

(c) any other enactment.

(10) Nothing in this section affects sections 20 to 32.

Rangitaiki River Management Framework

102 Definitions for sections 103 to 129

In sections 103 to 129,—

catchment means the area shown on OTS-076-034

Rangitaiki River means the Rangitaiki River and its catchment, including—

(a) the Rangitaiki River; and

(b) the Whirinaki River; and

(c) the Wheao River; and

(d) the Horomanga River.

103 Acknowledgements

The Crown acknowledges—

(a) the historical and enduring relationship between Ngāti Manawa and the Rangitaiki River; and

(b) the importance of the health and wellbeing of the Rangitaiki River to Ngāti Manawa; and

(c) the commitment of Ngāti Manawa to—

(i) protecting and enhancing the health and wellbeing of the Rangitaiki River; and

(ii) restoring and protecting its relationship with the Rangitaiki River in accordance with Ngāti Manawa tikanga.

Rangitaiki River Forum

104 Establishment and purpose of Forum

(1) A statutory body called the Rangitaiki River Forum is established.

(2) The purpose of the Forum is the protection and enhancement of the environmental, cultural, and spiritual health and wellbeing of the Rangitaiki River and its resources for the benefit of present and future generations.

(3) Despite the composition of the Forum as described in section 108, the Forum is a joint committee of the Bay of Plenty Regional Council and the Whakatane District Council within the meaning of clause 30(1)(b) of Schedule 7 of the Local Government Act 2002.

(4) Despite Schedule 7 of the Local Government Act 2002, the Forum—

(a) is a permanent committee; and

(b) must not be discharged unless all appointers agree to the Forum being discharged.

(5) The members of the Forum must act in a manner so as to achieve the purpose of the Forum.

105 Functions of Forum

(1) The principal function of the Forum is to achieve its purpose.

(2) The other functions of the Forum are to—

(a) prepare and approve the Rangitaiki River Document in accordance with section 117; and

(b) promote the integrated and co-ordinated management of the Rangitaiki River; and

(c) engage with and provide advice to—

(i) local authorities on statutory and non-statutory processes that affect the Rangitaiki River, including under the Resource Management Act 1991; and

(ii) Crown agencies that exercise functions in relation to the Rangitaiki River; and

(d) monitor the extent to which the purpose of the Rangitaiki River Forum is being achieved including the implementation and effectiveness of the Rangitaiki River Document; and

(e) gather information, disseminate information, and hold meetings; and

(f) take any other action that is related to achieving the purpose of the Forum.

(3) To avoid doubt, except as provided for in subsection (2)(a), the Forum has discretion to determine in any particular circumstances—

(a) whether to exercise any function identified in subsection (2); and

(b) how, and to what extent, any function identified in subsection (2) is exercised.

106 Capacity

The Forum has full capacity to carry out its functions.

107 Procedures of Forum

The provisions of the Local Government Act 2002, Local Government Official Information and Meetings Act 1987, and Local Authorities (Members' Interests) Act 1968 apply to the Forum—

(a) to the extent relevant to the purpose and functions of the Forum; and

(b) except as otherwise provided for in sections 102 to 115.

108 Members of Forum

(1) As at the settlement date, the Forum consists of 8 members as follows (each organisation being an appointer):

(a) 1 member appointed by Te Rūnanga o Ngāti Whare; and

(b) 1 member appointed by Te Rūnanga o Ngāti Manawa; and

(c) 1 member appointed by Te Rūnanga o Ngāti Awa; and

(d) 1 member appointed by Ngāti Tuwharetoa (Bay of Plenty) Settlement Trust; and

(e) 3 members appointed by the Bay of Plenty Regional Council (such members to be a current chairperson or councillor of that council); and

(f) 1 member appointed by the Whakatane District Council (such member to be a current mayor or councillor of that council).

(2) In appointing members to the Forum, appointers—

(a) must be satisfied that the person has the skills, knowledge, or experience to—

(i) participate effectively in the Forum; and

(ii) contribute to the achievement of the purpose of the Forum; and

(b) must have regard to any members already appointed to the Forum to ensure that the membership reflects a balanced mix of knowledge and experience in relation to the Rangitaiki River.

(3) A member may be discharged by that member's appointer.

(4) A member appointed by an iwi may resign by giving written notice to that person's appointer.

(5) Where there is a vacancy on the Forum, the relevant appointer must fill that vacancy as soon as is reasonably practicable.

(6) Clause 31(1) of Schedule 7 of the Local Government Act 2002 applies only to the appointment and discharge of the members appointed by the local authorities.

(7) Clauses 30(2), (3), (5), (7) and 31(2) to (6) of Schedule 7 of the Local Government Act 2002 do not apply to the Forum.

(8) To avoid doubt, members of the Forum who are appointed by iwi are not, by virtue of that membership, members of a local authority.

109 Chair and deputy chair

(1) The Forum must appoint a chair at its first meeting.

(2) The chair's appointment is for a term of 3 years, unless the chair resigns or is removed by the Forum during that term.

(3) The chair of the Forum may be reappointed or removed by the Forum.

(4) The Forum may appoint a deputy chair, and if so, that appointment is subject to the same conditions as set out in subsections (1) to (3).

(5) The Forum may appoint subcommittees that the Forum considers appropriate, and clause 30(4) of Schedule 7 of the Local Government Act 2002 applies except that a reference to a committee in that clause is to be read as a reference to the Forum.

(6) Clauses 26(3) and (4) of Schedule 7 of the Local Government Act 2002 do not apply to the Forum.

110 Standing orders

(1) The Forum must at its first meeting adopt a set of standing orders for the operation of the Forum.

(2) The standing orders of the Forum must not contravene this Act, the Local Government Act 2002, the Local Government Official Information and Meetings Act 1987, or any other Act.

(3) A member of the Forum must comply with the standing orders of the Forum.

(4) Clause 27 of Schedule 7 of the Local Government Act 2002 does not apply to the Forum.

111 Meetings of Forum

(1) Clauses 19, 20, and 22 of Schedule 7 of the Local Government Act 2002 apply to the Forum subject to—

(a) all references to a local authority being references to the Forum; and

(b) the reference in clause 19(5) to the chief executive being a reference to the chair of the Forum.

(2) The quorum for a meeting of the Forum is—

(a) 3 members appointed by the iwi appointers; and

(b) 3 members appointed by the local authority appointers.

(3) Clauses 23(3)(b) and 30(9)(b) of Schedule 7 of the Local Government Act 2002 do not apply to the Forum.

112 Decision making

(1) The decisions of the Forum must be made by vote at a meeting.

(2) A decision of the Forum may only be made by a 75% majority of those members present at a meeting of the Forum.

(3) The chair of the Forum may vote on any matter but does not have a casting vote.

(4) Clause 24 of Schedule 7 of the Local Government Act 2002 does not apply to the Forum.

(5) The members of the Forum must approach decision making in a manner that—

(a) is consistent with, and reflects, the purpose of the Forum; and

(b) acknowledges as appropriate the interests of iwi in particular parts of the Rangitaiki River and its catchment.

113 Conflict of interest

A member of the Forum is not precluded by the Local Authorities (Members' Interests) Act 1968 from discussing or voting on a matter—

(a) merely because the member is a member of an iwi or a hapū; or

(b) merely because the economic, social, cultural, and spiritual values of any iwi or hapū and their relationships with the Forum are advanced by or reflected in—

(i) the subject matter under consideration; or

(ii) any decision by or recommendation of the Forum; or

(iii) participation in the matter by the member.

114 Application of other statutory provisions

Despite clause 19(2) of Schedule 7 of the Local Government Act 2002, the members of the Forum appointed by iwi—

(a) have the right to attend any meeting of the Forum; but

(b) do not have the right to attend meetings of the local authorities by reason merely of their membership of the Forum.

115 Forum to be open and inclusive

The Forum must operate in an open manner that is inclusive of those iwi with interests in the Rangitaiki River that are not represented on the Forum.

116 Administrative and technical support of Forum

(1) The Bay of Plenty Regional Council is responsible for the administrative support of the Forum.

(2) The administrative support referred to in subsection (1) includes the provision of those services required for the Forum to carry out its functions, including under the settlement legislation, the Local Government Act 2002, or any other Act that applies to the conduct of the Forum.

(3) The Bay of Plenty Regional Council must provide technical support to the Forum from existing work programmes, and must endeavour to accommodate unbudgeted resource requests from the Forum where possible.

Rangitaiki River Document

117 Preparation and approval of Rangitaiki River Document

(1) The Forum must prepare and approve the Rangitaiki River Document in accordance with the process set out in sections 121 to 124.

(2) The Forum must—

(a) commence the preparation of the Rangitaiki River Document no later than 2 months after the settlement date; and

(b) approve the Rangitaiki River Document no later than 12 months after the settlement date.

(3) The Forum may decide to alter any of the timeframes set out in subsection (2).

(4) In preparing the Rangitaiki River Document, the Forum must—

(a) consider the interests in the area covered by the Rangitaiki River Document; and

(b) consider, and document the potential alternatives to, and the potential benefits and costs of, the matters provided for in the Rangitaiki River Document.

(5) The obligation under subsection (4) applies only to the extent that is relative to the nature and contents of the Rangitaiki River Document.

118 Contents of Rangitaiki River Document

The Rangitaiki River Document may contain—

(a) a vision for the Rangitaiki River; and

(b) objectives for the Rangitaiki River; and

(c) desired outcomes for the Rangitaiki River.

119 Effect on Resource Management Act 1991 planning documents

(1) In preparing or changing the Bay of Plenty regional policy statement, the Bay of Plenty Regional Council must recognise and provide for any vision, objectives, and desired outcomes contained in the Rangitaiki River Document.

(2) The Bay of Plenty Regional Council must comply with subsection (1) each time that it prepares or changes the Bay of Plenty regional policy statement.

(3) Until such time as the obligation under subsection (1) is complied with, where a local authority is preparing or changing a regional plan or district plan, that authority must have particular regard to the Rangitaiki River Document.

(4) The obligations under subsections (1) to (3) apply only to the extent that—

(a) the vision, objectives, and desired outcomes contained in the Rangitaiki River Document relate to the resource management issues of the region or district; and

(b) recognising and providing for the vision, objectives, and desired outcomes contained in the Rangitaiki River Document under subsection (1) is consistent with the purpose of the Resource Management Act 1991; and

(c) having particular regard to the Rangitaiki River Document under subsection (3) is consistent with the purpose of the Resource Management Act 1991.

(5) Subsection (6) applies where—

(a) the Bay of Plenty Regional Council notifies a proposed Bay of Plenty regional policy statement before the Rangitaiki River Document is approved; and

(b) the Forum approves the Rangitaiki River Document before the Bay of Plenty regional policy statement is declared operative under clause 20 of Schedule 1 of the Resource Management Act 1991.

(6) Where subsection (5) applies, the Bay of Plenty Regional Council—

(a) must, within 6 months after the approval of the Rangitaiki River Document by the Forum, notify a variation to the proposed Bay of Plenty regional policy statement, for the purpose of recognising and providing for the Rangitaiki River Document as provided for in subsection (1); and

(b) must not declare the Bay of Plenty regional policy statement operative under clause 20 of Schedule 1 of the Resource Management Act 1991 before a variation has been notified in accordance with paragraph (a).

(7) The obligation under subsection (6) applies only on the first occasion on which the Forum approves the Rangitaiki River Document.

120 Effect on conservation planning documents

(1) In approving a conservation management strategy that is relevant to the Rangitaiki River, the New Zealand Conservation Authority must have particular regard to any vision, objectives, and desired outcomes contained in the Rangitaiki River Document.

(2) The New Zealand Conservation Authority must comply with subsection (1) each time that it approves a conservation management strategy that is relevant to the Rangitaiki River.

(3) Until such time as the obligation under subsection (1) is complied with, where a person is reviewing, preparing, or changing a relevant conservation management plan, that person must have particular regard to any vision, objectives, or desired outcomes contained in the Rangitaiki River Document.

(4) The obligations under subsections (1) to (3) apply only to the extent that—

(a) the vision, objectives, and desired outcomes contained in the Rangitaiki River Document relate to the conservation issues of the area; and

(b) having particular regard to the vision, objectives, and desired outcomes contained in the Rangitaiki River Document is consistent with the purpose of the Conservation Act 1987.

Process for preparation and approval of Rangitaiki River Document

121 Preparation of draft River Document

The following process applies to the preparation of a draft of the River Document:

(a) the Forum must meet to discuss and commence the preparation of the draft River Document; and

(b) the Forum may consult and seek comment from appropriate persons and organisations on the preparation of the draft River Document.

122 Notification and submissions on draft River Document

(1) When the Forum has prepared the draft River Document, it—

(a) must notify it by giving public notice; and

(b) may notify it by any other means that the Forum thinks appropriate; and

(c) must ensure that the draft River Document is available for public inspection.

(2) The public notice must—

(a) state that the draft River Document is available for inspection at the places and times specified in the notice; and

(b) state that interested persons or organisations may lodge submissions on the draft River Document—

(i) with the Forum; and

(ii) at the place specified in the notice; and

(iii) before the date specified in the notice; and

(c) set a date for the lodging of submissions that is at least 20 business days after the date of the publication of the notice.

(3) Any person or organisation may make a written or electronic submission on the draft River Document in the manner described in the public notice.

123 Approval of River Document

(1) The Forum must consider submissions made under section 122(3), to the extent that those submissions are consistent with the purpose of the River Document.

(2) The Forum may then approve the River Document.

(3) The Forum—

(a) must notify the River Document by giving public notice; and

(b) may notify the River Document by any other means that the Forum thinks appropriate.

(4) The public notice must—

(a) state where the River Document is available for public inspection; and

(b) state when the River Document comes into force.

(5) The River Document—

(a) must be available for public inspection at the local offices of the relevant local authorities and appropriate agencies; and

(b) comes into force on the date specified in the public notice.

124 Review of and amendments to River Document

(1) The Forum may at any time review and, if necessary, amend the River Document or any component of the River Document.

(2) The Forum must start a review of the River Document no later than 10 years after the later of—

(a) the first time that the River Document is approved; or

(b) the completion of the previous review of the River Document.

(3) In undertaking a review under subsections (1) and (2), the Forum must apply section 121, modified as necessary, to the review.

(4) If the Forum considers as a result of the review that the River Document should be amended in a material way, the amendment must be prepared and approved in accordance with sections 121 to 123.

(5) If the Forum considers the River Document should be amended in a way that is not material, the amendment may be approved under section 123(2), and the Forum must comply with sections 123(3) to (5).

Recognition of tuna

125 Recognition of habitat of tuna

All persons exercising functions and powers under the Resource Management Act 1991 that affect the Rangitaiki River must have particular regard to the habitat of tuna (*anguilla dieffenbachia* and *anguilla australis*) in that river.

Joint management agreements

126 Duty to make joint management agreement

(1) Where Ngāti Manawa provide notice in writing to a local authority referred to in subsection (2) that a joint management agreement is to be entered into, such joint management agreement must be in force between that local authority and Ngāti Manawa no later than—

(a) 18 months after the date of that notice; or

(b) a later date that they agree on electronically or in writing.

(2) The reference to a local authority in subsection (1) is a reference to—

(a) the Bay of Plenty Regional Council; or

(b) the Whakatane District Council.

127 Scope of joint management agreements

A joint management agreement referred to in section 126 may, subject to the agreement of the local authority and Ngāti Manawa, cover any function, power, or duty of the local authority under the Resource Management Act 1991 that affect the Rangitaiki River.

128 Legal framework

(1) Sections 36C and 36D of the Resource Management Act 1991 apply to a joint management agreement entered into under section 126.

(2) Sections 36B and 36E of the Resource Management Act 1991 do not apply to a joint management agreement entered into under section 126.

(3) Neither party has the right to terminate a joint management agreement without the agreement of the other party.

129 Horomanga Wash local purpose reserve

The joint management agreement with the Bay of Plenty Regional Council must include a section providing for the role of Ngāti Manawa in the management by that Council under relevant statutory frameworks of the Horomanga Wash local purpose reserve (which is vested in the Bay of Plenty Regional Council and described by *Gazette* notice dated 8 April 2008).

Commercial redress

130 Transfer of deferred selection properties

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:

(a) transfer the fee simple estate in a deferred selection property to the trustees of Te Rūnanga o Ngāti Manawa:

(b) sign a transfer instrument or other document, or do any other thing, to effect the transfer.

131 Registrar-General to create computer freehold register

(1) This section applies to a deferred selection property that is transferred to the trustees of Te Rūnanga o Ngāti Manawa to the extent that it is not all of the land contained in a computer freehold register or there is no computer freehold register for all or part of the property.

(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—

(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) The authorised person may grant a covenant to arrange for the later creation of a computer freehold register for any land that is transferred to the trustees of Te Rūnanga o Ngāti Manawa under section 130.

(4) Despite the Land Transfer Act 1952,—

(a) the authorised person may request the Registrar-General to register a covenant (referred to in subsection (3)) under the Land Transfer Act 1952 by creating a computer interest register; and

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

132 Application of other enactments

(1) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to—

(a) the transfer of a deferred selection property to the trustees of Te Rūnanga o Ngāti Manawa; or

(b) a matter incidental to, or required for the purpose of, that transfer.

(2) The transfer of a deferred selection property to the trustees of Te Rūnanga o Ngāti Manawa does not—

(a) limit section 10 or 11 of the Crown Minerals Act 1991; or

(b) affect other rights to subsurface minerals.

(3) The transfer of a deferred selection property to the trustees of Te Rūnanga o Ngāti Manawa 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) In exercising the powers conferred by section 130, the Crown is not required to comply with any other enactment that would otherwise regulate or apply to the transfer of a deferred selection property.

(5) Subsection (4) is subject to subsections (2) and (3).

(6) 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 deferred selection property.

Schedule 1
Statutory areas

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Statutory area	Location
Pukehinau (pā)	As shown on OTS-076-021.
Te Kōhua (wāhi tapu and urupā)	As shown on OTS-076-022.
Tāwhiuau	As shown on OTS-076-023.
Moerangi	As shown on OTS-076-030.
Tawhaitari	As shown on OTS-076-031.
Otairi	As shown on OTS-076-032.
Rangitaiki River within the Ngāti Manawa Area of Interest	As shown on OTS-076-025.
Whirinaki River within the Ngāti Manawa Area of Interest	As shown on OTS-076-026.
Horomanga River within the Ngāti Manawa Area of Interest	As shown on OTS-076-027.
Wheao River within the Ngāti Manawa Area of Interest	As shown on OTS-076-028.

Schedule 2
Pou rāhui sites

s 5(6)(b)

Pōu rahui site	**Location**
Mangakahika/Mangahika	Shown as 1 on OTS - 076 - 024.
Maungataniwha	Shown as 2 on OTS - 076 - 024.
Ngapuketurua	Shown as 3 on OTS - 076 - 024.
Okooromatakitoi	Shown as 4 on OTS - 076 - 024.
Puharaunui	Shown as 5 on OTS - 076 - 024.
Raepohatu	Shown as 6 on OTS - 076 – 024.
Tarapounamu	Shown as 7 on OTS - 076 – 024.
Te Arawhata o te Paringa	Shown as 8 on OTS - 076 - 024.
Te Arawhataotenohoomoke	Shown as 9 on OTS - 076 - 024.
Te Maire	Shown as 10 on OTS - 076 - 024.
Te Peaupeau	Shown as 11 on OTS - 076 – 024.
Te Upoko o Po	Shown as 12 on OTS - 076 - 024.
Waione	Shown as 13 on OTS - 076 - 024.
Waipunga	Shown as 14 on OTS - 076 - 024.
Wairapukao	Shown as 15 on OTS - 076 - 024.
Waitehouhi	Shown as 16 on OTS - 076 - 024.
Whangonui	Shown as 17 on OTS - 076 - 024.
Te Huruhuru	Shown as 18 on OTS - 076 - 024.
Tieke	Shown as 19 on OTS - 076 - 024.
Matatu	Shown as 20 on OTS - 076 - 024.
Motuparapa	Shown as 21 on OTS - 076 - 024.
Te Anaruru	Shown as 22 on OTS - 076 - 024.
Te Taru a Tu	Shown as 23 on OTS - 076 - 024.
Kakanui	Shown as 24 on OTS - 076 - 024.
Pukerimu	Shown as 25 on OTS - 076 - 024.
Te Taua a Rae	Shown as 26 on OTS - 076 - 024.
Otamatea	Shown as 27 on OTS - 076 - 024.

Schedule 3
Cultural and non-cultural redress properties

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Part 1
Cultural redress properties

Sites that vest in fee simple

Name of site	Description	Encumbrances
Ōruatewehi Pā site	*South Auckland Land District - Whakatane District* 167.9347 hectares, more or less, being Section 1 SO 431659. Part computer freehold register 507550.	Subject to the Crown forestry licence (B349022.1) held, as at the date of the deed of settlement, in computer interest register SA60D/550 (varied by B475395.7, B475395.8, B475395.10, and B558475.47), or any such licence or licences in replacement of the Crown forestry licence (B349022.1) registered prior to settlement date in relation to the Ōruatewehi Pā site. Subject to the protective covenant certificate (B349022.2) held in computer interest register SA60D/551. Subject to the right of way marked B on DP 410096 created by easement instrument 8208932.1 and held in computer interest register 484581. Subject to the right of way marked D on DP 392102, and B and C on SO 378328 created by easement instrument 8212199.1 and held in computer interest register 482467. Subject to the right of way marked D on DP 392102 and B and C on SO 378328 in favour of Section 1 SO 378328 to be created. Subject to section 10 of the Central North Island Forests Land Collective Settlement Act 2008. Subject to the right of way in gross in favour of Her Majesty the Queen created by easement instrument 8276169.1 and held in computer interest register 501615.

Name of site	Description	Encumbrances
		Together with the right of way created by easement instrument 8212199.1 and held in computer interest register 482467.
		Together with the right of way created by easement instrument 8241609.1.
		Together with the right of way to be created- Bonisch Road.
Kiorenui site	*South Auckland Land District - Whakatane District* 237.9971 hectares, more or less, being Sections 1 and 2 SO 431945. Part computer freehold register 507533 and part computer freehold register 512595.	Subject to the Crown forestry licence (B239829.1) held in computer interest register 132203 (varied by B371196.64, B371196.65, B371196.67, and B558475.49).
		Subject to the Crown forestry licence held in computer interest register SA55B/450 (varied by B371196.36, B371196.37, B371196.39, and B558475.17).
		Subject to the protective covenant certificate B239829.2.
		Subject to the protective covenant certificate (B239833.2) held in computer interest register SA55B/451.
		Subject to the public access easement marked E on DPS 64349. B239829.3.
		Subject to the public access easement marked B on DPS 47427 held in computer interest register SA55B/452.
		Subject to section 10 of the Central North Island Forests Land Collective Settlement Act 2008.
		Subject to the right of way in gross in favour of Her Majesty the Queen created by easement instrument 8276134.1 and held in computer interest register 501393.
		Subject to the right of way in gross in favour of Her Majesty the Queen created by easement instrument 8276194.1 and held in computer interest register 504552.
		Together with the right of way created by easement instrument 8212199.1 and held in computer interest register 482467.

Name of site	Description	Encumbrances
		Together with the right of way marked C, D, and G on DPS 49267 created by easement instrument 8241609.1.
		Together with the right of way to be created- Bonisch Road.
Kakarāhonui Kāinga site	*South Auckland Land District - Whakatane District* 1.9999 hectares, more or less, being Section 1 SO 432443. Part computer freehold register SA86/152.	
Kāramuramu	*South Auckland Land District - Whakatane District* 6.9839 hectares, more or less, being Sections 4 and 5 SO 431616.	
	CNI forests site 38.6050 hectares, more or less, being Section 1 SO 431616. Part computer freehold register 5O7550.	*CNI forests site* Subject to the Crown forestry licence (B349022.1) held, as at the date of the deed of settlement, in computer interest register SA60D/550 (varied by B475395.7, B475395.8, B475395.10, and B558475.47), or any such licence or licences in replacement of the Crown forestry licence (B349022.1) registered prior to settlement date in relation to the Kāramuramu site. Subject to the protective covenant certificate (B349022.2) held in computer interest register SA60D/551. Subject to the right of way marked A on DPS 65988 created by easement instrument 8208929.1 and held in computer interest register 483997. Subject to section 10 of the Central North Island Forests Land Collective Settlement Act 2008. Subject to the right of way created by easement instrument 8276169.1 and held in computer interest register 501615. Together with the right of way created by easement instrument 8212199.1 and held in computer interest register 482467.

Name of site	Description	Encumbrances
		Together with the right of way easement marked C, D, and G on DPS 49267 created by easement instrument 8241609.1.
		Together with the right of way easement to be created- Bonisch Road.
	Galatea Stewardship Area	*Galatea Stewardship Area*
	72.2663 hectares, more or less, being Sections 2 and 6 SO 431616. (Part GN S385769).	Subject to the Kāramuramu conservation covenant referred to in section 67(5)(b)(i) (affects Section 7 SO 431616).
	4.9999 hectares, more or less, being Section 7 SO 431616. (Part GN S385769).	Subject to the right of way easement in gross referred to in section 67(5)(b)(ii) (affects Section 2 SO 431616).
		Subject to an unregistered grazing permit concession to Steven Phillip Klein and Joanne Lee Klein. Concession BP 14835 – GRA dated December 2004.
	Fort Galatea Historic Reserve Area	*Fort Galatea Historic Reserve Area*
	8.0655 hectares, more or less, being Section 3 SO 431616. (Part *Gazette* 1981 page 273 and Part *Gazette* 1988 page 2322).	To be administered as an historic reserve subject to section 18 of the Reserves Act 1977 (affects Section 3 SO 431616).
Motumako site	*South Auckland Land District - Whakatane District*	Subject to the Crown forestry licence (B349022.1) held, as at the date of the deed of settlement, in computer interest register SA60D/550 (varied by B475395.7, B475395.8, B475395.10, and B558475.47), or any such licence or licences in replacement of the Crown forestry licence (B349022.1) registered prior to settlement date in relation to the Motumako site.
	201.9991 hectares, more or less, being Section 2 SO 431659. Part computer freehold register 507550.	Subject to the protective covenant certificate (B349022.2) held in computer interest register SA60D/551.
		Subject to the right of way marked A on DP 410096 created by easement instrument 8208932.1 and held in computer interest register 484581.

Name of site	Description	Encumbrances
		Subject to section 10 of the Central North Island Forests Land Collective Settlement Act 2008.
		Subject to the right of way in gross in favour of Her Majesty the Queen created by easement instrument 8276169.1 and held in computer interest register 501615.
		Together with the right of way created by easement instrument 8212199.1 and held in computer interest register 482467.
		Together with the right of way created by easement instrument 8241609.1.
		Together with the right of way to be created- Bonisch Road.
Te Ana a Maru Rock Art site	*South Auckland Land District - Whakatane District* 19.9998 hectares, more or less, being Section 1 SO 433212. Part computer freehold register 512595.	Subject to the Crown forestry licence (B239829.1) held in computer interest register 132203 (varied by B371196.64, B371196.65, B371196.67, and B558475.49).
		Subject to the protective covenant certificate B239829.2.
		Subject to section 10 of the Central North Island Forests Land Collective Settlement Act 2008.
		Subject to the right of way in gross in favour of Her Majesty the Queen created by easement instrument 8276194.1 and held in computer interest register 504552.
		Together with the right of way created by easement instrument 8212199.1 and held in computer interest register 482467.
		Together with the right of way created by easement instrument 8241609.1.
		Together with the right of way to be created- Bonisch Road.
Tūtūtarata Papakainga site	*South Auckland Land District - Whakatane District* 4.9999 hectares, more or less, being Section 1 432635. Part computer freehold register 507554.	Subject to the Crown forestry licence (B263238.2) held in computer interest register SA57A/60 (varied by B371196.52, B371196.53, B371196.55, and B558475.41).

Name of site	Description	Encumbrances
		Subject to the protective covenant certificate (B263238.3) held in computer interest register SA57A/61. Subject to section 10 of the Central North Island Forests Land Collective Settlement Act 2008. Subject to the right of way created by easement instrument 8567094.1. Together with the right of way created by easement instrument 8212199.1 and held in computer interest register 482467. Together with the right of way created by easement instrument 8241609.1. Together with the right of way to be created- Bonisch Road.
Pekepeke Pā site	*South Auckland Land District: Whakatane District* 4.9972 hectares, more or less, being Section 3 SO 431945. Part computer freehold register 507533 and part computer freehold register 512595.	Subject to the Crown forestry licence (B239829.1) held in computer interest register 132203 (varied by B371196.64, B371196.65, B371196.67, and B558475.49). Subject to the Crown Forestry Licence (B239833.2) held in computer interest register SA55B/450 (varied by B371196.36, B371196.37, B371196.39, and B558475.17). Subject to the protective covenant certificate B239829.2. Subject to the protective covenant certificate (B239833.2) held in computer interest register SA55B/451. Subject to section 10 of the Central North Island Forests Land Collective Settlement Act 2008. Subject to the right of way in gross in favour of Her Majesty the Queen created by easement instrument 8276194.1 and held in computer interest register 504552. Subject to the right of way in gross in favour of Her Majesty the Queen created by easement instrument 8276134.1 and held

Name of site	Description	Encumbrances
		in computer interest register 501393. Together with the right of way created by easement instrument 8212199.1 and held in computer interest register 482467. Together with the right of way created by easement instrument 8241609.1. Together with the right of way to be created- Bonisch Road.
Puketapu Pā site	*South Auckland Land District - Whakatane District* 4.9996 hectares, more or less, being Section 3 SO 431659. Part computer freehold register 507550.	Subject to the Crown forestry licence (B349022.1) held, as at the date of the deed of settlement, in computer interest register SA60D/550 (varied by B475395.7, B475395.8, B475395.10, and B558475.47), or any such licence or licences in replacement of the Crown forestry licence (B349022.1) registered prior to settlement date in relation to the Puketapu Pā site. Subject to the protective covenant certificate (B349022.2) held in computer interest register SA60D/551. Subject to section 10 of the Central North Island Forests Land Collective Settlement Act 2008. Subject to the right of way in gross in favour of Her Majesty the Queen created by easement instrument 8276169.1 and held in computer interest register 501615. Together with the right of way created by easement instrument 8212199.1 and held in computer interest register 482467. Together with the right of way created by easement instrument 8241609.1. Together with the right of way to be created- Bonisch Road.
Pukemoremore site	*South Auckland Land District - Rotorua District* 4.9999 hectares, more or less, being Section 1 SO 433291.	Subject to the Crown forestry licence held in computer interest register SA52D/450 (varied by B371196.16, B371196.17, B371196.19, and B558475.33).

Name of site	Description	Encumbrances
	Part computer freehold register 507547.	Subject to the protective covenant certificate held in computer interest register SA52D/451. Subject to section 10 of the Central North Island Forests Land Collective Settlement Act 2008. Subject to the right of way in gross in favour of Her Majesty the Queen created by easement instrument 8276174.1 and held in computer interest register 503252. Together with the right of way created by easement instrument 8212199.1 and held in computer interest register 482467. Together with the right of way created by easement instrument 8241609.1. Together with the right of way to be created- Bonisch Road.
Ngātamawahine Nohoanga site	*South Auckland Land District - Whakatane District* 1.9992 hectares, more or less, being Section 4 SO 431659. Part computer freehold register 507550.	Subject to the Crown forestry licence (B349022.1) held, as at the date of the deed of settlement, in computer interest register SA60D/550 (varied by B475395.7, B475395.8, B475395.10, and B558475.47), or any such licence or licences in replacement of the Crown forestry licence (B349022.1) registered prior to settlement date in relation to the Ngātamawahine Nohoanga site. Subject to the protective covenant certificate (B349022.2) held in computer interest register SA60D/551. Subject to section 10 of the Central North Island Forests Land Collective Settlement Act 2008. Subject to the right of way in gross in favour of Her Majesty the Queen created by easement instrument 8276169.1 and held in computer interest register 501615. Together with the right of way created by easement instrument 8212199.1 and held in computer interest register 482467.

Name of site	Description	Encumbrances
		Together with the right of way created by easement instrument 8241609.1.
		Together with the right of way easement to be created -Bonisch Road.
Kaiwhatiwhati Pā site	*South Auckland Land District - Whakatane District* 4.9777 hectares, more or less, being Section 5 SO 431659. Part computer freehold register 507550.	Subject to the Crown forestry licence (B349022.1) held, as at the date of the deed of settlement, in computer interest register SA60D/550 (varied by B475395.7, B475395.8, B475395.10, and B558475.47), or any such licence or licences in replacement of the Crown forestry licence (B349022.1) registered prior to settlement date in relation to the Kaiwhatiwhati Pā site.
		Subject to the protective covenant certificate (B349022.2) held in computer interest register SA60D/551.
		Subject to section 10 of the Central North Island Forests Land Collective Settlement Act 2008.
		Subject to the right of way in gross in favour of Her Majesty the Queen created by easement instrument 8276169.1 and held in computer interest register 501615.
		Together with the right of way created by easement instrument 8212199.1 and held in computer interest register 482467.
		Together with the right of way created by easement instrument 8241609.1.
		Together with the right of way easement to be created- Bonisch Road.
Ahiweka Pā site	*South Auckland Land District - Whakatane District* 4.9999 hectares, more or less, being Section 2 SO 433291. Part computer freehold register 507547.	Subject to the Crown forestry licence held in computer interest register SA52D/450 (varied by B371196.16, B371196.17, B371196.19, and B558475.33).
		Subject to the protective covenant certificate held in computer interest register SA52D/451.

Name of site	Description	Encumbrances
		Subject to section 10 of the Central North Island Forests Land Collective Settlement Act 2008.
		Subject to the right of way in gross in favour of Her Majesty the Queen created by easement instrument 8276174.1 and held in computer interest register 503252.
		Together with the right of way created by easement instrument 8212199.1 and held in computer interest register 482467.
		Together with the right of way created by easement instrument 8241609.1.
		Together with the right of way easement to be created- Bonisch Road.
Ahiwhakamura Kāinga site	*South Auckland Land District - Rotorua District / Whakatane District* 4.9999 hectares, more or less, being Section 3 SO 433291. Part computer freehold register 507547.	Subject to the Crown forestry licence held in computer interest register SA52D/450 (varied by B371196.16, B371196.17, B371196.19, and B558475.33).
		Subject to the protective covenant certificate held in computer interest register SA52D/451.
		Subject to section 10 of the Central North Island Forests Land Collective Settlement Act 2008.
		Subject to the right of way in gross in favour of Her Majesty the Queen created by easement instrument 8276174.1 and held in computer interest register 503252.
		Together with the right of way created by easement instrument 8212199.1 and held in computer interest register 482467.
		Together with the right of way created by easement instrument 8241609.1.
		Together with the right of way easement to be created- Bonisch Road.
Galatea School site	*South Auckland Land District - Whakatane District*	Subject to the lease referred to in section 79(2).

Name of site	Description	Encumbrances
	1.5934 hectares, more or less, being Section 52 Township of Galatea. All *Gazette* 1938 page 960.	
	0.7117 hectares, more or less, being Sections 43, 44, 45, 46, 47, 48, and 49 Township of Galatea. All *Gazette* 1957 page 750.	
Murupara School site	*South Auckland Land District - Whakatane District* 2.8900 hectares, more or less, being Lot 1 DPS 5003. All Proclamation S.173510.	Subject to the lease referred to in section 80(2).
Te Kura Kaupapa Motuhake o Tāwhiuau site	*South Auckland Land District - Whakatane District* 2.3065 hectares, more or less, being Part Section 18 Block XIII Galatea Survey District. All Proclamation S.207385.	Subject to the lease referred to in section 81(2).
Okārea Pā site	*South Auckland Land District - Whakatane District* 4.9999 hectares, more or less, being Section 1 SO 431558. Part *Gazette* 1983 page 2029.	Subject to the conservation covenant referred to in section 83(4).
Te Rake Pā site	*South Auckland Land District - Whakatane District* 4.9997 hectares, more or less, being Section 5 SO 433101. Part computer freehold register 507554.	Subject to the Crown forestry licence (B263238.2) held in computer interest register SA57A/60 (varied by B371196.52, B371196.53, B371196.55, and B558475.41). Subject to the protective covenant certificate (B263238.3) held in computer interest register SA57A/61. Together with the right of way created by easement instrument 8212199.1 and held in computer interest register 482467. Together with the right of way created by easement instrument 8208936.1 and held in computer interest register 484186. Together with the right of way created by easement instrument 8241609.1. Together with the right of way created by easement instrument 8208944.1. Together with the right of way created by easement instrument

Name of site	Description	Encumbrances
		8208942.1 and held in computer interest register 486616. Together with the right of way to be created - Bonisch Road.
Te Tāpiri Pā site	*South Auckland Land District - Taupo District* 1.2219 hectares, more or less, being Section 1 SO 433064. Part *Gazette* 1976 page 2865 and part computer freehold register SA86/152.	Subject to the conservation covenant referred to in section 85(3).

Part 2
Non-cultural redress properties

Sites that vest in fee simple

Site	Legal Description	Encumbrances
Kani Rangi Park site	*South Auckland Land District - Whakatane District* 7.7570 hectares, more or less, being Lots 1, 2, 3, and 4 DP 408130. Part computer freehold register SA39C/765.	Subject to the protective covenant certificate B239929.2 (affects Lot 2 DP 408130). Subject to the right of way in gross over Lots 1 and 2 DP 408130 and shown A and B on DP 408130 in favour of KT1 CO, KT2 CO and NZSF Timber Investments (NO4) Limited to be created. Together with the right of way created by easement instrument 8212199.1 and held in computer interest register 482467 (affects Lot 2 DP 408130). Together with the right of way easement created by easement instrument 8241609.1.
Hināmoki Pā	*South Auckland Land District - Whakatane District* 1.0882 hectares, more or less, being Section 1 SO 428393. Part *Gazette* 1984 page 643.	

Notes

1 General

This is a consolidation of the Ngāti Manawa Claims Settlement Act 2012 that incorporates the amendments made to the legislation so that it shows the law as at its stated date.

2 Legal status

A consolidation is taken to correctly state, as at its stated date, the law enacted or made by the legislation consolidated and by the amendments. This presumption applies unless the contrary is shown.

Section 78 of the Legislation Act 2019 provides that this consolidation, published as an electronic version, is an official version. A printed version of legislation that is produced directly from this official electronic version is also an official version.

3 Editorial and format changes

The Parliamentary Counsel Office makes editorial and format changes to consolidations using the powers under subpart 2 of Part 3 of the Legislation Act 2019. See also PCO editorial conventions for consolidations.

4 Amendments incorporated in this consolidation

Te Ture mō te Hararei Tūmatanui o te Kāhui o Matariki 2022/Te Kāhui o Matariki Public Holiday Act 2022 (2022 No 14): wehenga 7/section 7

Secondary Legislation Act 2021 (2021 No 7): section 3

Education and Training Act 2020 (2020 No 38): section 668

Trusts Act 2019 (2019 No 38): section 161

Te Urewera Act 2014 (2014 No 51): section 129(2)

Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26): section 107

Holidays (Full Recognition of Waitangi Day and ANZAC Day) Amendment Act 2013 (2013 No 19): section 8

Wellington, New Zealand:
Published under the authority of the New Zealand Government—2022