

Te Roroa Claims Settlement Bill

Government Bill

As reported from the committee of the whole
House

Te Roroa Claims Settlement Bill

Key to symbols used in reprinted bill

**As reported from the committee of the whole
House**

text inserted

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Hon Dr Michael Cullen

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Preamble

Background

(1) The Treaty of Waitangi was signed in 1840. The terms of the Treaty of Waitangi in English and Maori are set out in Schedule 1 of the Treaty of Waitangi Act 1975: 5

(2) Recitals (3) to (61) of this Preamble present, in summary form, the background to the Te Roroa historical claims and the historical account, that are set out in the Deed of Settlement entered into by Te Roroa and the Crown:

Association of Te Roroa with their rohe

(3) For hundreds of years Te Roroa have occupied the rich river valleys of Waimamaku, Waipoua, and Kaihu, as well as other contiguous lands between the Hokianga and Kaipara harbours. Te Roroa are descended from local tangata whenua Ngai Tuputupuwhenua, who are traditionally said to have been resident in that district when Kupe arrived, and the migrating Ngai Tamatea ki Muriwhenua. The combined peoples adopted the name Te Roroa (the Tall Ones), in the time of Manumanu I and his brother Rangitauwawaro, probably some time in the 16th century: 10
15
20

(4) References to “Te Roroa” or “Whanau Roroa” are found in ancient karakia – especially in relation to the tupuna Whakataupotiki of whom the whakatauki is “Kotahi tangata ki Hawaiki ko Whakatau anake”; “There was but one man in Hawaiki, Whakatau”: 25

(5) Inter-tribal warfare in the 1820s led to Te Roroa being concentrated on lands around Waipoua and Waimamaku. Te Roroa hapu Ngati Whiu and Ngati Kawa, who had ancestral lands on the Northern Wairoa river near Tunatahi (Dargaville), were living at Utakura, Hokianga, where they had moved to join their relatives Te Popoto and Ngahengahe after the battle of Te Ika-a-Ranginui in 1825. At this time Te Kuihi hapu, which included Parore Te Awha, were living at Kaihu and Northern Wairoa: 30

Treaty of Waitangi

(6) By 1840, there was a steady trade in the far north, primarily based on the extraction of timber and kauri gum. The timber trade on Te Roroa lands began in the south on their Northern 35

Wairoa lands. Te Roroa rangatira Te Pana Ruka, Wiremu Whangaroa, Timoti Takare (of Waimamaku) and Hamiora Paekoraha (of Waipoua) signed the Treaty of Waitangi at Hokianga on 6 February 1840. A fifth Te Roroa rangatira Matiu Tauhara, signed at Kaitaia on 28 April 1840. Te Roroa supported the Crown in the Northern War (1845–1846) when some Te Roroa joined their kinsmen and the Crown against northern iwi:

Te Kopuru cession

- (7) In 1842, the Protector of Aborigines obtained from a number of chiefs of the Northern Kaipara the cession of an area of land at Te Kopuru in restitution for the plunder of a store of a local resident. An area of between 6 000 and 8 000 acres of land was ultimately ceded to the Crown. The plunder was in response to what local Maori saw as the desecration of koiwi (human remains). While Te Kuihi were involved in the plunder, Ngati Whiu and Ngati Kawa, the hapu that had customary rights in the land, were away in the Hokianga and do not appear to have been consulted over the cession. Ngati Kawa later protested that those who made the cession had no right to do so:
- (8) The first documented protest over the cession of lands at Te Kopuru was in 1861 when Rapana (Tuaea) told District Commissioner Rogan that those who ceded the block had no rights to it. The District Commissioner said he would put the matter before the government. When a sawmill was built on the block it became clear that there were discrepancies in the survey over the boundaries of the ceded block. In 1866–1867, Tiopira Kinaki and Tamati Whakatara claimed the entire Te Kopuru block in the Native Land Court. The Crown paid £50 and £20 to Ngati Whiu and Ngati Kawa as the result of an agreement reached at Court. The minutes do not provide detail on why the compensation was paid:
- (9) Te Waitai Tuaea and Hone Tana Rehua petitioned the House of Representative in 1881 praying that their land at Te Kopuru, wrongly taken owing to the fault of others, be returned to them. The Native Affairs Committee had no recommendation to make. The following year Te Roroa wrote to the Chief Judge of the Native Land Court about Te Kopuru. They also

sought an application for title in 1886 and 1891. The applications were dismissed on the basis that it was now private land:

Survey and Native Land Court title investigation

- (10) By the early 1870s, Te Roroa still held most of their lands in customary tenure. At this time the Crown sought to purchase lands between the south Hokianga harbour and the Waipoua district to meet the demands of new settlers for farmland. From this time, the Native Land Court started to make title determinations within the rohe of Te Roroa. In 1872, Crown land purchase agents began to negotiate with Te Roroa chiefs to purchase land in the vicinity of Waipoua. Te Roroa agreed to sell some of the land: 5
- (11) Crown land purchase officers made advances of £670 to rangatira before the ownership of the land had been determined. These payments were called tamana by Te Roroa and were an attempt by the Crown to secure the purchase of the blocks following the determination of title by the Native Land Court: 15
- (12) The land transactions could not be completed until the Native Land Court had investigated the ownership of the land. Te Roroa applied to the Court to have title determined for their Waimamaku and Waipoua lands that included the Waimamaku No 2, Maunganui, and Waipoua blocks: 20
- (13) Prior to the Native Land Court making a determination of title, Te Roroa had to have the lands surveyed. Some division within Te Roroa over the Native Land Court determination process became apparent during the surveying: 25
- (14) In late 1874, Crown surveyors began surveying the land that became the Waimamaku No 2 (27 200 acres), Waipoua (35 300 acres), and Maunganui (37 592 acres) blocks. These lands were central to Te Roroa sense of identity and community. Te Roroa requested that the Crown surveyors survey a number of areas within the blocks that they wished to be excluded from the eventual sale of the land. These areas were key papakainga, wahi tapu, and mahinga kai that Te Roroa sought to retain: 30
- (15) The Native Land Court began its investigation of these blocks in 1875. Regardless of whether or not they wished to have 35

the title determined, Maori still had to participate in the Court hearings for their claimed interests to be recognised:

Waimamaku Block survey and sale

- (16) The Court awarded ownership of the Wairau and Waimamaku No 1 blocks in 1870. The survey of the Waimamaku No 2 block was part of the wider Hokianga survey undertaken between December 1874 and June 1875. The Waimamaku block survey occurred at the same time as the adjacent Kahumaku block. The initial survey map was not completed in time for the Court’s hearing into ownership of the land in May 1875. To meet the deadline the Deputy Chief Surveyor of the Auckland province compiled an initial sketch plan of the external boundaries of the Kahumaku and Waimamaku No 2 blocks. These 2 blocks were combined at the request of Maori resident in the area. Within this sketch plan were 3 areas labelled “reserve” including areas known as Kaharau and Te Taraire. The Wairau wahi tapu and a further reserved area were identified in the adjacent Wairau block: 5 10 15
- (17) The sketch plan did not meet the survey standards under the Land Act 1873 but was accepted by the Court and the parties for title determination. It was acknowledged as being incomplete at the hearing. The Court awarded Waimamaku No 2 to the descendants of 4 ancestors that incorporated Te Roroa, and related groups: 20
- (18) The sale process was separate from the title determination. The initial survey map was ultimately rejected by the Chief Surveyor and a second map was compiled in Auckland some months later from adjoining surveys for the Crown purchase of the land. This map outlined the external boundaries of the Waimamaku No 2 and Wairau blocks. The latter included the Wairau wahi tapu reserve: 25 30
- (19) The areas that had appeared as reserves, including Kaharau and probably Te Taraire, on the initial map were not outlined on the second map. The second map was placed on the Crown’s purchase deed. The Court confirmed the Crown’s purchase on 10 January 1876 at the same time as it issued the final grants for the block. A Crown surveyor subsequently undertook a check survey of Waimamaku to confirm which 35

- areas were Maori land and which areas were Crown land. The check map included reserves similar to those in the first survey map. Nothing appears to have been done to check the anomaly:
- (20) On 31 January 1876, Waimamaku owners applied to partition the block, suggesting that they believed that they had retained some Waimamaku lands after the sale: 5
- Waipoua and Maunganui Blocks survey and sale*
- (21) The survey of the Waipoua and Maunganui blocks was hampered by the considerable conflict between Te Roroa chiefs Parore Te Awha and Tiopira Kinaki over boundaries in the vicinity of Maunganui Bluff at Waikara. The Crown stopped the survey at Maunganui in early March 1875 before it was completed in order to avoid conflict between the surveyors and the claimants to Maunganui Bluff: 10 15
- (22) In early May 1875, a Crown surveyor returned to the area and surveyed the proposed reserves at Manuwhetai and Whangaiariki. The plan was sent to the Provincial Surveyor. However, that plan was not forwarded to the Inspector of Surveys for approval and was filed without a reference number that related to the Maunganui block. The map subsequently used in the Native Land Court title determination of the Waipoua and Maunganui blocks was compiled in the Auckland office of the Inspector of Surveys from adjoining surveys. This compiled survey showed the external boundaries of the Maunganui and Waipoua blocks and was considered sufficient to determine title. It did not indicate that any land was to be reserved in the Maunganui block: 20 25
- (23) The boundaries of the Waipoua No 2 block that Te Roroa intended to retain as papakainga were drawn on the plan of the Waipoua block used in the determination of title. A small reserve at Koutu had already been reserved in a separate title determination in 1871: 30
- (24) Tension between Tiopira Kinaki and Parore Te Awha over rights and boundaries in the vicinity of Maunganui Bluff resurfaced at the title determination hearing. An attempt to get the groups to reach agreement outside the Court on the Waipoua and Maunganui block boundaries failed. The Court's 35

- initial award led to disorder. The Assessor did not support the decision and the Court adjourned to see if the groups could reach a more satisfactory arrangement. An agreement was reached where both chiefs were to be named on the titles of the Waipoua and Maunganui blocks. This agreement formed the basis of the final decision: 5
- (25) The group associated with Tiopira Kinaki was awarded the 12 200 acre reserve, Waipoua No 2. Parore Te Awha was also to pay Tiopira Kinaki £100, which was understood to be in recognition of the rights of Tiopira Kinaki in the Waimata block: 10
- (26) Tiopira Kinaki agreed to sell his interests in the Waipoua and Maunganui lands to the Crown in early February 1876. The Crown did not know at that stage whether Parore Te Awha would sell his interests in the blocks. Negotiations with Parore Te Awha took several days. Parore Te Awha negotiated the exclusion of 250 acres of land beside Lake Taharoa in the Maunganui block and payment of a further £500 as conditions of sale of the blocks: 15
- (27) The map used in the Crown’s purchase of the Maunganui block did not show that the owners wanted to retain any land other than Taharoa. There is no direct evidence as to why Manuwhetai and Whangaiariki were not included in the map. The survey of the Maunganui block was subsequently the source of disagreement between sellers and purchasers as to what had been intended to be reserved and sold: 20 25
- (28) Tiopira Kinaki was aggrieved by the concessions made to Parore Te Awha in the sale negotiations and protested to the Crown. Auckland Provincial Superintendent, Sir George Grey, ordered an inquiry into the claim. The short inquiry did not uphold his claims and found that Tiopira Kinaki “had received his due payment”: 30
- Nga aureretanga (Continuous crying)–Te Roroa protest*
- (29) By the end of 1876, the Crown had purchased 87 638 acres of the total of slightly more than 100 000 acres in the Waimamaku, Waipoua, and Maunganui blocks. The remaining 12 625 acres were reserved. Te Roroa individuals also retained shares in other blocks within their wider rohe. The Crown had already purchased land in other blocks where Te Roroa had 35

interests. These included Whakahara, Tokatoka, Arapohue, and Wairau South blocks:

- (30) The only reserves that were confirmed at the time of the 1876 sales were Waipoua No 2 (12 220 acres) and Koutu (4 acres) in the Waipoua block, the Wairau wahi tapu reserve (171 acres) in the Wairau South block, and the Taharoa reserve (250 acres) in the Maunganui block: 5
- (31) There was considerable confusion between Te Roroa and Crown officials after 1876 about the status of the lands Te Roroa had initially marked as reserves on survey maps: 10
- (32) Te Roroa began petitioning the Crown from the late 1870s over the failure to provide appropriate reserves. They continued to draw attention to their claims, culminating in the Treaty of Waitangi claims and settlement process: 15
- Waimamaku block*
- (33) When the Waimamaku block was surveyed for subdivision in 1887, Te Roroa wrote letters, petitioned Parliament, and made personal representations seeking recognition of Kaharau and Te Taraire reserves as well as other smaller wahi tapu. In 1894, the Native Affairs Committee of the House of Representatives recommended a Royal Commission be appointed to examine issues associated with Kaharau and other reserves in the Waimamaku block. The government did not accept the recommendation: 20
- (34) In 1902, government officials were informed of the discovery of burial caves at Kohekohe on land that would have been part of the Kaharau reserve. At a meeting at Rawene called to discuss the discovery of the taonga, the local Resident Magistrate encouraged those present to let the Native Affairs Minister, James Carroll, hold upon trust the koiwi and wakakoiwi in the Auckland Museum. At the same time they requested that a portion of Kaharau “which has been taken in mistake” be returned to them: 30
- (35) Te Roroa further petitioned the Crown in 1907. The petition was referred to the government for favourable consideration by the Native Affairs Committee of the House of Representatives but no action was taken. There was another petition in 1925 and finally a fourth petition in 1930, after which the 35

- Chief Judge of the Native Land Court directed Judge Acheson of the Native Land Court to hold an inquiry:
- (36) The Acheson inquiry found in favour of the Te Roroa petition and recommended the return of the urupa and any section of Kaharau that remained in Crown ownership. The Chief Judge of the Native Land Court did not support the inquiry finding. He noted that the land in question was no longer Crown owned land and that local Maori would be averse to paying compensation to the landholder: 5
- (37) Te Roroa petitioned again in 1933 but the petitioners were informed that the land remained in private ownership: 10
- Maunganui block*
- (38) Te Roroa remained on lands on the Maunganui block at Whangaiariki and Manuwhetai after 1876 and began to protest in 1899 when land development started to impact on traditional use of these places: 15
- (39) Manuwhetai and Whangaiariki continued to be described as reserves by Te Roroa. Some Lands and Survey maps depicted the land as retained in Maori ownership:
- (40) Between 1903 and 1912, Te Roroa approached Maori Members of Parliament Hone Heke, Te Rangi Hiroa, and Tau Henare, as well as local Member of Parliament, Gordon Coates, but had no success. Those Te Roroa who lived on the disputed land were not aware that it had been sold by the Crown in 1914 and protested when in 1928 and 1930 the landowner attempted to remove them from their homes: 20 25
- (41) In 1931, 1934, and 1936, Te Roroa made applications to the Native Land Court to have title to Manuwhetai and Whangaiariki reserves determined. The applications were dismissed because they related to private land: 30
- (42) In 1939, the Chief Judge of the Native Land Court directed Judge Acheson to inquire into the provision of reserves in the Maunganui block. Judge Acheson strongly recommended the return to Te Roroa of those areas surveyed out of the original block that were alienated to the Crown in the 1876 deed. The Chief Judge did not support the inquiry finding when he referred it to the Minister, but suggested that it might be possible to conclude an arrangement where any burial place might be 35

reserved and perhaps permit Maori to exhume and re-inter any human remains:

- (43) During the 1940s, Te Roroa protested at the creation of the beach settlement within Manuwhetai and there was a further unsuccessful attempt to seek a Native Land Court determination of Maori freehold title to Manuwhetai and Whangaiariki. A kaitiaki (guardians) group for Manuwhetai and Whangaiariki was established in 1954 to maintain the protest. Intensified protest in the 1970s coincided with the wider Maori cultural revival when Te Roroa kaumatua made a call for the issues surrounding the failure to provide reserves to be re-opened. In 1978, a Maunganui Reserves Trust Committee was established to progress these claims. This committee sought and gained the support of prominent Maori and repeatedly approached the Crown. Finally, after extensive unsuccessful petitioning and lobbying in the mid-1980s, Te Roroa laid a claim for the reserves before the Waitangi Tribunal in 1988:

Waipoua No 2 block

- (44) The cost of surveying Waipoua No 2 block in 1876 was £62 13s 4d. It is unclear whether the owners were aware of this charge or that a lien had been placed over the block. The lien was not paid and over the following years attracted an interest charge of 5% per annum. The Waipoua No 2 block was subsequently partitioned. The lien was called in in 1906 and the charge was divided between the blocks. One block, Waipoua 2B2, still had an outstanding lien and 95 acres of that block was taken in lieu of payment. While this was the only time that the Crown took land in lieu of payment, there is evidence that Te Roroa found it difficult to meet survey costs arising from subsequent Native Land Court partitions:
- (45) All the reserves established by Crown grant or held under a memorial of ownership were vested in named individuals with no formal trustee role. Ten such individuals were named on the title of the Waipoua No 2 block. The Court made the Waipoua No 2 land inalienable for 21 years. Owners began to sell the land to private interests just prior to the First World War after the restriction on alienation had lapsed:

- (46) A Royal Commission in 1913 recommended that the Waipoua State Forest be put under “systematic management” and policy was developed to acquire lands around the Waipoua Forest. In 1917, the Crown issued a proclamation (which was not lifted until 1972) prohibiting the sale of any of the Waipoua No 2 lands to anyone but the Crown. The Waipoua No 2 lands were in the shadow of the Waipoua Forest, which at that time was reserved for production forestry. Between 1921 and 1928, the Crown purchased more than half the Waipoua No 2 lands from individual owners: 5 10
- (47) In the early 1930s, Te Roroa who retained interests in Waipoua No 2 blocks where the Crown had purchased interests sought to have their lands partitioned. The Te Roroa owners could not come to any agreement with the State Forest Service that administered the Crown’s interests in the Waipoua No 2 blocks as to how this could be done. In 1936, the Crown sought partition. However, the Court did not make a partition order because the land owners from 3 blocks had petitioned Parliament. The Te Roroa petitioners claimed that the valuation process used during the partition of 2 blocks was unfair and that the Crown had ignored a gift of land from a mother to her daughters when purchasing owner interests. An inquiry was established to investigate the claims but did not proceed following an agreement between the parties. That agreement was given effect by proclamation in early 1946. The terms of the agreement were the subject of claims to the Waitangi Tribunal inquiry: 15 20 25
- (48) By the end of the Second World War the Crown had purchased a further 4 734 acres and by 1973 only 691 acres of Waipoua No 2 remained as Maori freehold land. Te Roroa also retained as Maori freehold land the 4 acres of the Koutu Reserve, and the Wairau wahi tapu (171 acres) in the Waipoua, Wairau, Waimamaku No 2, and Maunganui blocks: 30
- (49) There is no evidence that the Crown investigated the wider circumstances surrounding the reservation of Waipoua No 2 or the overall land holding of Te Roroa at any time during the purchase of the Waipoua No 2 land: 35

Alienation of wahi tapu and taonga

- (50) As a consequence of the early Maori settlement of the area there are a vast number of wahi tapu sites in the rohe of Te Roroa. Many of their tapu sites passed out of Te Roroa control in the land alienation process starting in 1875. Sacred burial sites were desecrated and looted while koiwi (human remains) as well as taonga (artifacts) were sold or added to museum collections. Particular examples of desecration occurred at Aratapu (Te Kopuru) in the late 1860s and Kohekohe in 1902. Taonga were also likely to have been taken from the Piwakawaka caves around the turn of the twentieth century. These desecrations caused ongoing distress to Te Roroa. Te Roroa have attempted to protect remaining sites and have had to rebury koiwi. Te Roroa remain protective over wahi tapu on land throughout the rohe. While legislation passed in 1901 restricted the export of Maori moveable taonga this did not provide protection for wahi tapu and taonga within New Zealand. It was not until the passing of the Historic Places Amendment Act 1975 that there was any formal protection for archaeological sites:
- (51) In 1988, some of the taonga sacred to the people of Waimamaku – the koiwi taken from their lands early in the 20th century – were returned to them from the Auckland Institute and Museum for reburial:
- (52) The taonga collected from the Kohekohe caves in 1902 continued to be held by the museum. At a ceremony in 1987, the Minister of Maori Affairs offered to hand back to local Maori the trust that his predecessor had accepted in 1902 in relation to the taonga, including what he described as his right as donor to discuss the taonga with the Auckland Museum. To date no formal steps have been effected:

Waitangi Tribunal claim

- (53) In 1987, following an amendment to the Treaty of Waitangi Act 1975, Te Roroa lodged a claim with the Waitangi Tribunal to investigate their Treaty grievances:
- (54) Between 1987 and 1990 several Te Roroa claims were lodged with the Waitangi Tribunal, including those by Turoro Raniera (Lovey) Te Rore Taoho and E D Nathan on behalf of Te Roroa

at Kaihu; Alex Nathan and Manos Nathan on behalf of Te Roroa at Waipoua; Ropata Parore Te Awha on behalf of Te Roroa at Kaihu and Emily Paniora on behalf of Te Roroa at Waimamaku:

- (55) The Waitangi Tribunal heard the main Te Roroa claims at 9 5
hearings held at Kaihu, Waipoua, Waimamaku and Dargaville
between June 1989 and May 1991. The Waitangi Tribunal vis-
ited significant Te Roroa sites and the Auckland Institute and
Museum to view taonga held there. The Te Roroa Report was
presented to the claimants and the Minister of Maori Affairs 10
on 3 April 1992 at Waikaraka marae at Kaihu. Some Te Roroa
claims were heard in other Waitangi Tribunal inquiries:
- (56) The Waitangi Tribunal, in its Te Roroa Report, found that the
Crown—
- (a) used unfair methods to purchase Te Roroa lands and 15
failed to make proper provision for native reserves; and
 - (b) adopted unprincipled land purchase methods in acquir-
ing interests in Waipoua No 2 lands; and
 - (c) through its land purchases and land administration,
destroyed the sense of community of Te Roroa at 20
Waipoua; and
 - (d) through its land purchases and economic policies, de-
nied Te Roroa the benefits of borrowing for develop-
ment enjoyed by other New Zealanders; and
 - (e) failed to protect Te Roroa wahi tapu and allowed Te 25
Roroa taonga to be violated; and
 - (f) failed to listen to Te Roroa grievances or act on recom-
mendations for redress:
- (57) Te Roroa claims to Te Kopuru, Tokatoka, and Whakahara
were heard by the Kaipara Regional Inquiry in Whangarei 30
and Auckland in 2000 and 2001:

Settlement negotiations with Te Roroa

- (58) Te Roroa and the Crown were engaged in periodic negotiations
from 1992 until 2005. In 1993, Te Roroa and the Crown en-
tered into a Framework Agreement governing the conduct of 35
the negotiations. In 1996, the Crown formally recognised the
mandated negotiators of Te Roroa and signed Terms of Nego-

- tiation which specified the scope, objectives, and general procedures for the negotiations:
- (59) On 20 December 2004, the parties signed an Agreement in Principle that recorded that Te Roroa and the Crown were, in principle, willing to enter into a Deed of Settlement on the basis of the Crown's proposal recorded in the Agreement in Principle: 5
- (60) Te Roroa ratified the Crown's initial settlement offer and entered into a Deed of Settlement on 17 December 2005. The Deed records the agreement between Te Roroa and the Crown to settle the historical claims of Te Roroa: 10
- Te Roroa Manawhenua Trust and Te Roroa Whatu Ora Trust*
- (61) In December 2005, Te Roroa ratified a governance structure comprising 2 private trusts known as the Te Roroa Manawhenua Trust and the Te Roroa Whatu Ora Trust. The Trusts were established by separate trust deeds on 15 August 2006: 15

The Parliament of New Zealand therefore enacts as follows:

- 1 Title**
This Act is the Te Roroa Claims Settlement Act **2007**.
- 2 Commencement** 20
This Act comes into force on the day after the date on which it receives the Royal assent.
- Part 1**
- Purpose of Act, acknowledgements
and apology, interpretation provisions,
settlement of claims, and miscellaneous
matters** 25
- Subpart 1—Purpose of Act and
acknowledgements and apology by
the Crown to Te Roroa 30
- 3 Purpose**
The purpose of this Act is—

- (a) to record the acknowledgements and the apology offered by the Crown to Te Roroa in the Deed of Settlement dated 17 December 2005 and signed by—
 - (i) the Minister in Charge of Treaty of Waitangi Negotiations, the Honourable Mark Burton, for the Crown; and 5
 - (ii) Alex Nathan, Moengaroa Murray, and other members of Te Roroa for Te Roroa; and
- (b) to give effect to certain provisions of the Deed of Settlement, which is a deed that settles the Te Roroa historical claims and provides cultural and commercial redress to Te Roroa. 10

4 Act binds the Crown

This Act binds the Crown.

5 Outline 15

- (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) **Part 1**—
 - (a) sets out the purpose of this Act, records the acknowledgements and the apology given by the Crown to Te Roroa in the Deed of Settlement, and specifies that the Act binds the Crown; and 20
 - (b) defines terms used in this Act, including key terms such as **Te Roroa** and **Te Roroa historical claims**; and 25
 - (c) provides that the settlement of the Te Roroa historical claims is final and deals with related issues, including—
 - (i) the effect of the settlement on the jurisdiction of a court, tribunal, or other judicial body to consider the Te Roroa historical claims; and 30
 - (ii) provision for consequential amendments to the Treaty of Waitangi Act 1975; and
 - (iii) the effect of the settlement on certain resumptive memorials; and
 - (iv) miscellaneous matters relating to the settlement, including the exclusion of the law against per- 35

petuities and the timing of actions or matters provided for in this Act.

- (3) **Part 2** provides for cultural redress and includes provisions relating to the following matters:
- (a) the issue, amendment, and cancellation of protocols to the trustees of the Manawhenua Trust by the Minister of Conservation, the Minister of Fisheries, the Minister of Energy, and the Minister for Arts, Culture and Heritage: 5
 - (b) the vesting in the trustees of the Manawhenua Trust of the fee simple estate in 15 cultural redress properties: 10
 - (c) the declaration of Te Tarehu over part of the Waipoua Forest:
 - (d) a statutory acknowledgement by the Crown of the statements made by Te Roroa of their particular cultural, spiritual, historical, and traditional association with 2 statutory areas: 15
 - (e) the altering and assigning of place names.
- (4) **Part 3** provides for commercial redress and includes provisions relating to—
- (a) the transfer of the Waipoua Forest and the other commercial redress properties (except Waikara Farm 4, 5, and 6) to the trustees of the Whatu Ora Trust in accordance with the Deed of Settlement; and 20
 - (b) the transfer of Waikara Farm 4, 5, and 6 to either the trustees of the Whatu Ora Trust or the trustees of the Manawhenua Trust in accordance with the Deed of Settlement. 25
- (5) There are 3 schedules that—
- (a) describe the cultural redress properties:
 - (b) describe the areas over which statutory acknowledgements are made: 30
 - (c) specify the place names to be altered and assigned.

Acknowledgements and apology

- 6 Acknowledgements and apology**
- Sections 7 and 8** record the acknowledgements and the apology offered by the Crown to Te Roroa in the Deed of Settlement. 35

7 Text of acknowledgements

The text of the acknowledgements made by the Crown as set out in the Deed of Settlement is as follows:

- (1) The Crown acknowledges that Te Roroa have sought redress on a wide range of issues since 1861 and that the Crown has failed to deal with the grievances of Te Roroa in an appropriate way. Recognition of these grievances is long overdue. 5
- (2) The Crown acknowledges that the process used to determine the amount of reparation for the plunder of a store, which led to the cession of land at Te Kopuru, as punishment for the plunder was prejudicial to Te Roroa. The Crown acknowledges that its actions caused the alienation of land in which Te Roroa had interests, that the Crown failed to consider those interests, and that this was a breach of the Treaty of Waitangi and its principles. 10 15
- (3) The Crown acknowledges that when it purchased a large amount of land from Te Roroa in 1876 the Crown failed to instigate and follow clear procedures to identify and exclude from sale all the lands Te Roroa indicated to surveyors they wished to retain. This failure to implement proper processes was a breach of the Treaty of Waitangi and its principles. 20
- (4) The Crown acknowledges that the awarding of land to individual Te Roroa rather than to iwi or hapu, made those lands susceptible to partition, fragmentation and alienation. The Crown acknowledges that the operation and impact of the native land laws and the Crown's continued acquisition of the lands that Te Roroa had retained had a prejudicial effect on those Te Roroa who wished to retain their lands and was a breach of the Treaty of Waitangi and its principles. 25
- (5) The Crown acknowledges that the cumulative effect of the Crown's actions and omissions has left Te Roroa virtually landless. The alienation of Te Roroa from their lands has also hindered their economic, social and cultural development. The Crown acknowledges that its failure to ensure that Te Roroa retained sufficient land for their present and future needs was a breach of the Treaty of Waitangi and its principles. 30 35
- (6) The Crown acknowledges that the separation of Te Roroa from their wahi tapu and taonga has been a source of great spiritual

and emotional pain for Te Roroa. The Crown acknowledges that nga aureretanga o Te Roroa (the continuous crying of Te Roroa) is a result of this separation. The sense of grief and loss suffered by Te Roroa remains today.

8 Text of apology 5

The text of the apology offered by the Crown as set out in the Deed of Settlement is as follows:

The Crown profoundly regrets its breaches of the Treaty of Waitangi and its principles as detailed above and seeks to atone for those breaches.

Subpart 2—Interpretation

9 Interpretation of Act generally 10

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 otherwise requires,—

business day means the period of 9 am to 5 pm on any day of the week other than— 15

- (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day; and
- (b) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; and 20
- (c) the days observed as the anniversaries of the provinces of Wellington and Northland

Commissioner of Crown Lands has the same meaning as Commissioner in section 2 of the Land Act 1948 25

consent authority has the same meaning as in section 2(1) of the Resource Management Act 1991

Conservation Board has the same meaning as in section 2(1) of the Conservation Act 1987 30

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

conservation management plan has the same meaning as in section 2(1) of the Conservation Act 1987 5

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

Crown has the same meaning as in section 2(1) of the Public Finance Act 1989

Crown owned mineral means a mineral (as that term is defined in section 2(1) of the Crown Minerals Act 1991) that is the property of the Crown under sections 10 or 11 of the Crown Minerals Act 1991 or over which the Crown has jurisdiction under the Continental Shelf Act 1964 10

cultural redress properties has the meaning set out in **section 26** 15

deed of recognition has the meaning set out in **section 76(2)**

Deed of Settlement and Deed—

- (a) mean the Deed of Settlement dated 17 December 2005 and signed by— 20
 - (i) the Minister in Charge of Treaty of Waitangi Negotiations, the Honourable Mark Burton, for the Crown; and
 - (ii) Alex Nathan, Moengaroa Murray, and other members of Te Roroa for Te Roroa; and 25
- (b) include—
 - (i) the schedules and attachments to the Deed; and
 - (ii) the Deed in relation to the Deed of Settlement dated 30 January 2007 and signed by—
 - (A) the Minister in charge of Treaty of Waitangi Negotiations, the Honourable Mark Burton, for the Crown; and 30
 - (B) the trustees of the Manawhenua Trust for Te Roroa; and
 - (iii) any amendments to the Deed or to the schedules or the attachments 35

Director-General has the same meaning as in section 2(1) of the Conservation Act 1987

DOC protocol area means the area shown on the map attached to the Te Roroa–DOC Protocol

effective date means the date that is 6 months after the settlement date

encumbrance means a lease, tenancy, licence to occupy, forestry right, easement, covenant, or other right affecting a property 5

Fisheries protocol area means the area shown on the map attached to the Te Roroa–Fisheries Protocol, together with the adjacent waters 10

forestry right and **forestry right owner** have the meanings set out in **section 84**

Historic Places Trust means the New Zealand Historic Places Trust (Pouhere Taonga) continued by section 38 of the Historic Places Act 1993 15

MED protocol area means the area shown on the map attached to the Te Roroa–MED Protocol, together with the adjacent waters

member of Te Roroa means every individual referred to in **section 11(1)(b)** 20

national park management plan means a management plan as defined in section 2 of the National Parks Act 1980

New Zealand Conservation Authority has the same meaning as in section 2(1) of the Conservation Act 1987

New Zealand Geographic Board means the Board established under section 3 of the New Zealand Geographic Board Act 1946 25

other commercial redress property has the meaning set out in **section 84**

Registrar-General means the Registrar-General of Land appointed under section 4 of the Land Transfer Act 1952 30

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

representative entity means— 35
 (a) the trustees of the Manawhenua Trust or the trustees of the Whatu Ora Trust (as the case may be):

- (b) a person appointed as an agent for Te Roroa under clause 3.5 of the Deed of Settlement:
- (c) a person (including a trustee) acting for, or on behalf of,—
- (i) the collective group referred to in **section 11(1)(a)**: 5
 - (ii) any 1 or more members of Te Roroa:
 - (iii) any 1 or more of the whanau, hapu, or groups referred to in **section 11(1)(c)**

resource consent has the same meaning as in section 2(1) of the Resource Management Act 1991 10

responsible Minister, in **subpart 1 of Part 2**, means 1 of the following Ministers:

- (a) the Minister for Arts, Culture and Heritage:
- (b) the Minister of Conservation: 15
- (c) the Minister of Energy:
- (d) the Minister of Fisheries:
- (e) any other Minister of the Crown who is authorised by the Prime Minister to exercise powers and perform functions and duties under **subpart 1 of Part 2** 20

responsible Ministers, in **Part 3**, has the meaning set out in **section 84**

responsible Ministry, in **subpart 1 of Part 2**, means 1 of the following departments of State:

- (a) the Ministry for Culture and Heritage: 25
- (b) the Department of Conservation:
- (c) the Ministry of Economic Development:
- (d) the Ministry of Fisheries:
- (e) any other department of State authorised by the Prime Minister to exercise powers and perform functions and duties under **subpart 1 of Part 2** 30

RFR deed means the deed set out in Schedule 7 of the Deed of Settlement granting a right of first refusal over the RFR properties to the trustees of the Manawhenua Trust—

- (a) signed by the Crown and by the trustees of the Manawhenua Trust; and 35
- (b) on the terms and conditions set out in Schedule 7 of the Deed of Settlement

RFR property means a property referred to in Schedule 1 of the RFR deed

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

statements of association has the meaning set out in **section 68** 5

statutory acknowledgement means the acknowledgement made by the Crown in **section 68** in respect of a statutory area, on the terms set out in **subpart 4 of Part 2**

statutory area means an area described in **Schedule 2**, the general locations of which are indicated on the SO plans referred to in that schedule (but which are not intended to establish the precise boundaries of the statutory areas) 10

taonga tūturu—

- (a) has the same meaning as in section 2(1) of the Protected Objects Act 1975; and 15
- (b) includes ngā taonga tūturu (which has the meaning given to it in section 2(1) of that Act)

Te Roroa has the meaning set out in **section 11(1)**

Te Roroa area of interest means the area that Te Roroa identify as their area of interest, as set out in Schedule 11 of the Deed of Settlement 20

Te Roroa–DOC Protocol means a protocol issued under **section 19** by the Minister of Conservation that—

- (a) sets out how the Department of Conservation will interact with the trustees of the Manawhenua Trust in relation to the matters specified in the protocol; and 25
- (b) is in the form set out in Part 1 of Schedule 1 of the Deed of Settlement, or as the protocol is amended under **section 19** 30

Te Roroa–Fisheries Protocol means a protocol issued under **section 19** by the Minister of Fisheries that—

- (a) sets out how the Ministry of Fisheries will interact with the trustees of the Manawhenua Trust in relation to matters specified in the protocol; and 35
- (b) is in the form set out in Part 1 of Schedule 1 of the Deed of Settlement, or as the protocol is amended under **section 19**

Te Roroa historical claims has the meaning set out in **section 12**

Te Roroa Manawhenua Trust or **Manawhenua Trust** means the trust established by the Te Roroa Manawhenua Trust Deed

Te Roroa Manawhenua Trust Deed—

5

(a) means the deed of trust, establishing the Te Roroa Manawhenua Trust, dated 15 August 2006; and

(b) includes—

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

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

10

Te Roroa–MED Protocol means a protocol issued under **section 19** by the Minister of Energy that—

(a) sets out how the Ministry of Economic Development will consult with the trustees of the Manawhenua Trust in relation to the matters specified in the protocol; and

15

(b) is in the form set out in Part 1 of Schedule 1 of the Deed of Settlement, or as the protocol is amended under **section 19**

Te Roroa–Taonga Tūturu Protocol means a protocol issued under **section 19** by the Minister for Arts, Culture and Heritage that—

20

(a) sets out how the Minister for Arts, Culture and Heritage and the Chief Executive of the Ministry for Culture and Heritage will interact with the trustees of the Manawhenua Trust in relation to the matters specified in the protocol; and

25

(b) is in the form set out in Part 1 of Schedule 1 of the Deed of Settlement, or as the protocol is amended under **section 19**

30

Te Roroa tupuna has the meaning set out in **section 11(2)**

Te Roroa Whatu Ora Trust or **Whatu Ora Trust** means the trust established by the Te Roroa Whatu Ora Trust Deed

Te Roroa Whatu Ora Trust Deed—

(a) means the deed of trust, establishing the Te Roroa Whatu Ora Trust, dated 15 August 2006; and

35

(b) includes—

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

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

trustees of the Manawhenua Trust means the trustees from time to time of the Te Roroa Manawhenua Trust

trustees of the Whatu Ora Trust means the trustees from time to time of the Te Roroa Whatu Ora Trust 5

Waipoua Commercial Forest, Waipoua Commercial Forest land, Waipoua Commercial Forest trees, Waipoua Forest, and Waipoua Forest cultural redress properties have the meanings set out in **section 84**. 10

11 Meaning of Te Roroa

(1) In this Act, **Te Roroa**—

- (a) means the collective group composed of—
- (i) individuals descended from 1 or more Te Roroa tupuna; and 15
- (ii) individuals who are members of the groups referred to in **paragraph (c)(i)**; and
- (b) means every individual referred to in **paragraph (a)**; and
- (c) includes the following groups: 20
- (i) Te Roroa, Ngati Kawa, Ngati Whiu, and Te Kuihi; and
- (ii) any whanau, hapu, or group of individuals composed of individuals referred to in **paragraph (a)**. 25

(2) In this section and **section 12**, **Te Roroa tupuna** means an individual who—

- (a) exercised customary rights by virtue of being descended from— 30
- (i) Manumanu I or Rangitauwawaro; or
- (ii) a recognised ancestor of any of the groups referred to in **subsection (1)(c)(i)**; and
- (b) exercised the customary rights predominantly in relation to the Te Roroa area of interest at any time after 6 February 1840. 35

- (3) In **subsection (2), customary rights** means rights according to tikanga Maori (Maori customary values and practices), including—
- (a) rights to occupy land; and
 - (b) rights in relation to the use of land or other natural or physical resources. 5

12 Meaning of Te Roroa historical claims

- (1) In this Act, **Te Roroa historical claims**—
- (a) means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that Te Roroa (or a representative entity) had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that—
 - (i) is, or is founded on, a right arising—
 - (A) from the Treaty of Waitangi or the principles of the Treaty of Waitangi; or 10
 - (B) under legislation; or
 - (C) at common law (including aboriginal title or customary law); or 20
 - (D) from fiduciary duty; or
 - (E) otherwise; and
 - (ii) arises from, or relates to, acts or omissions before 21 September 1992—
 - (A) by, or on behalf of, the Crown; or 25
 - (B) by, or under, legislation; and
 - (b) includes every claim to the Waitangi Tribunal to which **paragraph (a)** applies and that relates exclusively to Te Roroa (or a representative entity), including—
 - (i) Wai 38—Te Roroa Claim (Turoro Raniera (Lovey) Te Rore Taoho (deceased), E D Nathan (deceased), Alex Nathan, Manos Nathan, Ropata Parore, Emily Paniora, and others); and 30
 - (ii) Wai 632—Ngati Whiu and Ngati Kawa Claim (Garry Hooker, Alex Nathan, and others); and 35
 - (c) includes every other claim to the Waitangi Tribunal to which **paragraph (a)** applies as far as it relates to Te Roroa (or a representative entity), including—

- (i) Wai 188—Opanaki, Kaihu, and Waimata Blocks Claim (Ropata Parore and others); and
- (ii) Wai 303—Te Runanga o Ngati Whatua Claim (Haahi Walker, Thompson Parore, and others); and 5
- (iii) Wai 313—Waimamaku Land Claim (R R Hodgkinson); and
- (iv) Wai 549—Nga Puhi Land and Resources Claim (Rudy Taylor and others); and
- (v) Wai 719—Kaipara Land and Resources (Pirika Ngai Whanau) Claim (Lionel Wilfred Brown and others); and 10
- (vi) Wai 985—Hokianga Regional Lands Claim (Simon Tuoro); but
- (d) does not include the following claims: 15
 - (i) a claim that a member of Te Roroa, or a whanau, hapu, 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 Te Roroa tupuna; or 20
 - (ii) a claim that a representative entity may have to the extent that the claim is, or is based on, a claim referred to in **subparagraph (i)**.
- (2) **Subsection (1)(a)** is not limited by **subsection (1)(b) or (1)(c)**. 25

Subpart 3—Settlement of claims

Jurisdictions of courts, etc, removed

13 Settlement of Te Roroa historical claims final

- (1) The settlement of Te Roroa historical claims effected under the Deed of Settlement and this Act 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. 30
- (2) Despite any other enactment or rule of law, on and from the settlement date, no court, tribunal, or other judicial body has jurisdiction (including, without limitation, the jurisdiction to inquire or further inquire into, or to make a finding or recommendation) in respect of— 35

- (a) any or all of the Te Roroa 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. 5
- (3) **Subsection (2)** does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or implementation of the Deed of Settlement or this Act.

Treaty of Waitangi Act 1975 amended

14 Jurisdiction of Tribunal to consider claims 10

Section 6 of the Treaty of Waitangi Act 1975 is amended by adding the following subsections:

- “(33) Despite anything in this Act or in any other enactment or rule of law, on and from the settlement date (as defined in **section 10** of the Te Roroa Claims Settlement Act **2007**), the Tribunal does not have jurisdiction (including, without limitation, the jurisdiction to inquire or further inquire into, or to make a finding or recommendation) in respect of— 15
- “(a) any or all of the Te Roroa historical claims, as defined in **section 12** of the Te Roroa Claims Settlement Act **2007**; or 20
 - “(b) the Deed of Settlement, as defined in **section 10** of the Te Roroa Claims Settlement Act **2007**; or
 - “(c) the redress provided under the Deed of Settlement or the Te Roroa Claims Settlement Act **2007**; or 25
 - “(d) the Te Roroa Claims Settlement Act **2007**.”
- “(34) **Subsection (33)** does not exclude the jurisdiction of the Tribunal in respect of the interpretation or implementation of the Deed of Settlement or the Te Roroa Claims Settlement Act **2007**.” 30

14 Schedule 3 of Treaty of Waitangi Act 1975 amended

Schedule 3 of the Treaty of Waitangi Act 1975 is amended by inserting the following item in its appropriate alphabetical order: “Te Roroa Claims Settlement Act **2007**, **section 13(2) and (3)**”. 35

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

- (1) Nothing in the enactments listed in **subsection (2)** applies—
- (a) to an RFR property; or
 - (b) to land within an Original Maori Land Block referred to in Schedule 12 of the Deed of Settlement; or 5
 - (c) in respect of Te Roroa or a representative entity.
- (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; 10
 - (c) sections 211 to 213 of the Education Act 1989;
 - (d) Part 3 of the Crown Forest Assets Act 1989;
 - (e) Part 3 of the New Zealand Railways Corporation Restructuring Act 1990. 15

16 Removal of memorials

- (1) The chief executive of Land Information New Zealand must, as soon as is reasonably practicable after the settlement date, issue to the Registrar-General a certificate that identifies (by reference to the relevant legal description, certificate of title, or computer register) each allotment— 20
- (a) that is—
 - (i) part or all of an RFR property; or
 - (ii) solely within an Original Maori Land Block referred to in Schedule 12 of the Deed of Settlement; and 25
 - (b) contained in a certificate of title or computer register that has a memorial entered under any of the enactments referred to in **section 15(2)**.
- (2) Each certificate must state that it is issued under this section. 30
- (3) 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 35
 - (b) cancel, in respect of each allotment identified in the certificate, each memorial that, under an enactment re-

ferred to in **section 15(2)**, is entered on a certificate of title or computer register identified in the certificate.

Subpart 4—Miscellaneous matters

Perpetuities

- 17 Rule against perpetuities does not apply** 5
- (1) Neither the rule against perpetuities nor any provisions of the Perpetuities Act 1964—
- (a) prescribe or restrict the period during which—
- (i) the Manawhenua Trust may exist in law; or
- (ii) the trustees of the Manawhenua Trust, in their capacity as trustees, may hold or deal with property (including income derived from property); or 10
- or
- (b) apply to a document entered into to give effect to the Deed of Settlement if the application of that rule or the provisions of that Act would otherwise make the document, or a right conferred by the document, invalid or ineffective. 15
- (2) However, if the Manawhenua Trust is, or becomes, a charitable trust, the application (if any) of the rule against perpetuities or any provision of the Perpetuities Act 1964 to that trust is to be determined under the general law. 20

Date on which actions or matters must occur

- 18 Timing of actions or matters**
- (1) Actions or matters occurring under this Act occur or take effect on and from the settlement date. 25
- (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. 30

Part 2 Cultural redress

Subpart 1—Protocols

General provisions

- 19 Authority to issue, amend, or cancel protocols** 5
- (1) Each responsible Minister may—
- (a) issue a protocol to the trustees of the Manawhenua Trust in the form set out in Part 1 of Schedule 1 of the Deed of Settlement; and
- (b) amend or cancel that protocol. 10
- (2) A protocol may be amended or cancelled under **subsection (1)** at the initiative of either—
- (a) the trustees of the Manawhenua Trust; 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 the Manawhenua Trust. 15
- 20 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, including (without limitation) the ability to— 20
- (i) introduce legislation and change government policy; and 25
- (ii) interact or consult with a person the Crown considers appropriate, including (without limitation) any iwi, hapu, marae, whanau, or representative of tangata whenua; or
- (b) the responsibilities of a responsible Minister or a responsible Ministry; or 30
- (c) the legal rights of Te Roroa or a representative entity.
- 21 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 the Manawhenua Trust 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 failure by the Crown to comply with a protocol. 5
- (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 in enforcing the protocol under **subsection (2)**. 10

Te Roroa–DOC Protocol

- 22 Noting and effect of Te Roroa–DOC Protocol** 15
- (1) A summary of the terms of the Te Roroa–DOC Protocol must be noted in the conservation documents affecting the DOC protocol area. 15
- (2) The noting of the Te Roroa–DOC Protocol is—
- (a) for the purpose of public notice only; and
- (b) not an amendment to a conservation document for the purposes of section 17I of the Conservation Act 1987 or section 46 of the National Parks Act 1980. 20
- (3) The Te Roroa–DOC Protocol does not have the effect of granting, creating, 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— 25
- (a) the Conservation Act 1987; or
- (b) the statutes listed in Schedule 1 of that Act.

Te Roroa–Fisheries Protocol

- 23 Noting and effect of Te Roroa–Fisheries Protocol** 30
- (1) A summary of the terms of the Te Roroa–Fisheries Protocol must be noted in fisheries plans affecting the Fisheries protocol area.
- (2) The noting of the Te Roroa–Fisheries Protocol is—
- (a) for the purpose of public notice only; and 35

- (b) not an amendment to a fisheries plan for the purposes of Part 3 of the Fisheries Act 1996.
- (3) The Te Roroa–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 held, managed, or administered under— 5
- (a) the Fisheries Act 1996; or
- (b) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; or
- (c) the Maori Fisheries Act 2004; or 10
- (d) the Maori Commercial Aquaculture Claims Settlement Act 2004.
- (4) In this section, **fisheries plan** means a plan approved or amended under section 11A of the Fisheries Act 1996.

Te Roroa–MED Protocol 15

24 Noting and effect of Te Roroa–MED Protocol

- (1) A summary of the terms of the Te Roroa–MED Protocol must be noted—
- (a) in a register of protocols maintained by the chief executive of the Ministry of Economic Development; and 20
- (b) in the minerals programmes affecting the MED protocol area when those programmes are replaced.
- (2) The noting of the Te Roroa–MED 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. 25
- (3) The Te Roroa–MED Protocol does not have the effect of granting, creating, 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. 30

*Te Roroa–Taonga Tūturu Protocol***25 Effect of Te Roroa–Taonga Tūturu Protocol**

The Te Roroa–Taonga Tūturu Protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to ngā taonga tūturu.

5

Subpart 2—Cultural redress properties

26 Interpretation

In this subpart,—

cultural redress properties means the following sites described in **Schedule 1**:

10

- (a) Kaiparaheka:
- (b) Wairau:
- (c) Kawerua:
- (d) Haohaonui:
- (e) Waingata: 15
- (f) Te Riu:
- (g) Muriwai:
- (h) Papatia and Te Kopae:
- (i) Te Taiawa:
- (j) Puketurehu: 20
- (k) Maunganui Bluff:
- (l) Manuwhetai:
- (m) Puketapu/Whangaiariki:
- (n) Ureti:
- (o) former Works Depot, Waimamaku. 25

*Cultural redress properties***27 Kaiparaheka**

(1) The reservation of Kaiparaheka as a scenic reserve named Wai-o-te-Marama subject to section 19 of the Reserves Act 1977 is revoked.

30

(2) The fee simple estate in Kaiparaheka vests in the trustees of the Manawhenua Trust.

28 Wairau

- (1) That part of Wairau that is a conservation park under section 61(2) of the Conservation Act 1987 ceases to be a conservation park.
- (2) That part of Wairau that is a conservation area under section 62(1) of the Conservation Act 1987 ceases to be a conservation area. 5
- (3) The fee simple estate in Wairau vests in the trustees of the Manawhenua Trust.

29 Kawerua

10

- (1) The road shown as section 2 on SO 374599 (containing 3.0550 hectares, more or less) is stopped.
- (2) The road referred to in **subsection (1)**—
- (a) is vested in the Crown as a conservation area under the Conservation Act 1987; and 15
- (b) forms part of Kawerua.
- (3) To avoid doubt, section 345(3) of the Local Government Act 1974 does not apply to the stopping of the road under **subsection (1)**.
- (4) Kawerua ceases to be a conservation area under the Conservation Act 1987. 20
- (5) The fee simple estate in Kawerua vests in the trustees of the Manawhenua Trust.
- (6) **Subsections (1) to (5)** are subject to the trustees of the Manawhenua Trust providing the Crown by or on the settlement date with— 25
- (a) a registrable covenant (the **Kawerua Covenant**)—
- (i) for the preservation of the reserve values of the site; and
- (ii) as set out in Part 2 of Schedule 2 of the Deed of Settlement; and 30
- (b) registrable right of way easements in gross on the terms and conditions set out in Part 2 of Schedule 9 of the Deed of Settlement over that part of Kawerua as shown marked “A” on SO 374859 to— 35
- (i) the Minister of Conservation;
- (ii) the Minister of Fisheries; and

- (c) a registrable easement in gross to the Minister of Conservation on the terms and conditions set out in Part 4 of Schedule 9 of the Deed of Settlement providing a 3 m wide foot access right of way as shown marked “B” on SO 374859. 5
- (7) The Kawerua Covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977.
- 30 Right of access across Kawerua to landlocked land**
- (1) The Kawerua owner and any person having the benefit of an encumbrance in relation to Kawerua must permit the permitted persons to have access across Kawerua (**right of access**) to the landlocked land. 10
- (2) The permitted persons may exercise the right of access by vehicle or by foot over a reasonably convenient route specified by the Kawerua owner. 15
- (3) **Subsections (1) and (2)** do not limit any legal rights that the permitted persons may have in relation to access to the landlocked land.
- (4) In this section and in **section 45**,— 20
- Kawerua owner** means the trustees of the Manawhenua Trust and any successor in title to all or any part of Kawerua
- landlocked land** means the Koutu Block, being land that is landlocked by Kawerua
- permitted persons** means— 25
- (a) the owners of the landlocked land or any part of it; and
- (b) any person authorised by an owner of landlocked land to have access to that landlocked land for any lawful purpose consistent with its status.
- 31 Haohaonui** 30
- (1) The dedication by *Gazette* (1984, p 1238) of Haohaonui for geological, archaeological, historical, and cultural purposes is revoked.
- (2) Haohaonui ceases to be a conservation area under section 62(1) of the Conservation Act 1987. 35

- (3) The fee simple estate in Haohaonui vests in the trustees of the Manawhenua Trust.

32 Waingata

- (1) Waingata ceases to be a conservation area under section 62(1) of the Conservation Act 1987. 5
- (2) The fee simple estate in Waingata vests in the trustees of the Manawhenua Trust.
- (3) **Subsections (1) and (2)** are subject to the trustees of the Manawhenua Trust providing the Crown by or on the settlement date with a registrable covenant (the **Waingata Covenant**)— 10
- (a) for the preservation of the reserve values of the site; and
- (b) as set out in Part 2 of Schedule 2 of the Deed of Settlement.
- (4) The Waingata Covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977. 15

33 Te Riu

- (1) Te Riu ceases to be a conservation area under section 62(1) of the Conservation Act 1987. 20
- (2) The fee simple estate in Te Riu vests in the trustees of the Manawhenua Trust.
- (3) **Subsections (1) and (2)** are subject to the trustees of the Manawhenua Trust providing the Crown by or on the settlement date with a registrable covenant (the **Te Riu Covenant**)— 25
- (a) for the preservation of the reserve values of the site; and
- (b) as set out in Part 2 of Schedule 2 of the Deed of Settlement.
- (4) The Te Riu Covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977. 30

34 Muriwai

- (1) Muriwai ceases to be a conservation area under section 62(1) of the Conservation Act 1987. 35

- (2) The fee simple estate in Muriwai vests in the trustees of the Manawhenua Trust.
- (3) **Subsections (1) and (2)** are subject to the trustees of the Manawhenua Trust providing the Crown by or on the settlement date with a registrable covenant (the **Muriwai Covenant**)— 5
- (a) for the preservation of the reserve values of the site; and
- (b) as set out in Part 2 of Schedule 2 of the Deed of Settlement.
- (4) The Muriwai Covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977. 10

35 Papatia and Te Kopae

- (1) Papatia and Te Kopae cease to be conservation areas under section 62(1) of the Conservation Act 1987. 15
- (2) The fee simple estate in Papatia and Te Kopae vests in the trustees of the Manawhenua Trust.
- (3) **Subsections (1) and (2)** are subject to the trustees of the Manawhenua Trust providing the Crown by or on the settlement date with registrable right of way easements in gross on the terms and conditions set out in Part 2 of Schedule 9 of the Deed of Settlement over those parts of Papatia and Te Kopae as shown marked “C” on SO 374195 to— 20
- (a) the Minister of Conservation:
- (b) the Minister of Fisheries: 25
- (c) the Minister of Forestry.

36 Te Taiawa

- (1) That part of Te Taiawa that is a conservation park under section 61(2) of the Conservation Act 1987 ceases to be a conservation park. 30
- (2) That part of Te Taiawa that is a sanctuary area under section 61(1) of the Conservation Act 1987 ceases to be a sanctuary area.
- (3) That part of Te Taiawa that is a conservation area under section 62(1) of the Conservation Act 1987 ceases to be a conservation area. 35

- (4) The fee simple estate in Te Taiawa vests in the trustees of the Manawhenua Trust.
- (5) **Subsections (1) to (4)** are subject to the trustees of the Manawhenua Trust providing the Crown by or on the settlement date with a registrable covenant (the **Te Taiawa Covenant**)— 5
- (a) for the preservation of the reserve values of the site; and
- (b) as set out in Part 2 of Schedule 2 of the Deed of Settlement.
- (6) The Te Taiawa Covenant is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977. 10
- 37 Puketurehu**
- (1) That part of Puketurehu that is a conservation park under section 61(2) of the Conservation Act 1987 ceases to be a conservation park. 15
- (2) That part of Puketurehu that is a sanctuary area under section 61(1) of the Conservation Act 1987 ceases to be a sanctuary area.
- (3) That part of Puketurehu that is a conservation area under section 62(1) of the Conservation Act 1987 ceases to be a conservation area. 20
- (4) The fee simple estate in Puketurehu vests in the trustees of the Manawhenua Trust.
- (5) **Subsections (1) to (4)** are subject to the trustees of the Manawhenua Trust providing the Crown by or on the settlement date with— 25
- (a) a registrable covenant (the **Puketurehu Covenant**)—
- (i) for conservation purposes; and
- (ii) for the preservation of the reserve values of the site; and 30
- (iii) for the provision, subject to the covenant, of freedom of access to the public for the appreciation and recreational enjoyment of the land; and
- (iv) as set out in Part 2 of Schedule 2 of the Deed of Settlement; and 35
- (b) registrable right of way easements in gross on the terms and conditions set out in Part 2 of Schedule 9 of the

Deed of Settlement over those parts of Puketurehu as shown marked “D” on SO 375176 to—

- (i) the Minister of Conservation:
- (ii) the Minister of Fisheries.

- (6) The Puketurehu Covenant is to be treated as a conservation covenant for the purposes of— 5
- (a) section 77 of the Reserves Act 1977; and
 - (b) section 27 of the Conservation Act 1987.

38 Maunganui Bluff

- (1) The road shown as Section 18 on SO 380062 (containing 1.0055 hectares, more or less) is stopped. 10
- (2) The road referred to in **subsection (1)**—
- (a) is vested in the Crown as a scenic reserve subject to section 19 of the Reserves Act 1977; and
 - (b) forms part of Maunganui Bluff. 15
- (3) To avoid doubt, section 345(3) of the Local Government Act 1974 does not apply to the stopping of the road under **subsection (1)**.
- (4) The reservation of Maunganui Bluff as a scenic reserve subject to section 19 of the Reserves Act 1977 is revoked. 20
- (5) The fee simple estate in Maunganui Bluff vests in the trustees of the Manawhenua Trust.
- (6) **Subsections (1) to (5)** are subject to the trustees of the Manawhenua Trust—
- (a) providing the Crown by or on the settlement date with a registrable covenant (the **Maunganui Bluff Covenant**)— 25
 - (i) for conservation purposes; and
 - (ii) for the preservation of the reserve values of the site; and 30
 - (iii) for the provision, subject to the covenant, of freedom of access to the public for the appreciation and recreational enjoyment of the land; and
 - (iv) as set out in Part 2 of Schedule 2 of the Deed of Settlement; and 35
 - (b) providing a walkway easement under section 8(6) of the New Zealand Walkways Act 1990 on the terms and

conditions set out in Part 5 of Schedule 9 of the Deed of Settlement.

- (7) The Maunganui Bluff Covenant is to be treated as a conservation covenant for the purposes of—
- (a) section 77 of the Reserves Act 1977; and 5
 - (b) section 27 of the Conservation Act 1987.
- 39 Manuwhetai**
- The fee simple estate in Manuwhetai vests in the trustees of the Manawhenua Trust.
- 40 Puketapu/Whangaiariki** 10
- The fee simple estate in Puketapu/Whangaiariki vests in the trustees of the Manawhenua Trust.
- 41 Ureti**
- (1) Ureti ceases to be a conservation area under section 62(1) of the Conservation Act 1987. 15
- (2) The fee simple estate in Ureti vests in the trustees of the Manawhenua Trust.
- (3) **Subsections (1) and (2)** are subject to the trustees of the Manawhenua Trust providing the Crown by or on the settlement date with a registrable covenant (the **Ureti Covenant**)— 20
- (a) for conservation purposes; and
 - (b) for the provision, subject to the covenant, of freedom of access to the public for the appreciation and recreational enjoyment of the land; and
 - (c) as set out in Part 2 of Schedule 2 of the Deed of Settlement. 25
- (4) The Ureti Covenant is to be treated as a conservation covenant for the purposes of section 27 of the Conservation Act 1987.
- 42 Former Works Depot, Waimamaku** 30
- The fee simple estate in the Former Works Depot, Waimamaku vests in the trustees of the Manawhenua Trust.

*General provisions relating to cultural redress
properties*

43 Vesting subject to encumbrances

The vesting of each cultural redress property is subject to the encumbrances (if any) listed in the third column of **Schedule 1**. 5

44 Registration of ownership

- (1) This section applies to the fee simple estate in a cultural redress property that vests in the trustees of the Manawhenua Trust under this Act. 10
- (2) The Registrar-General must, on written application by a person specified in **subsection (3)**, comply with **subsections (4) and (5)**.
- (3) The persons are— 15
- (a) in the case of Manuwhetai, Puketapu/Whangaiariki, and the Former Works Depot, Waimamaku, a person authorised by the chief executive of the Ministry of Justice;
 - (b) in all other cases, a person authorised by the Director-General.
- (4) To the extent that a cultural redress property comprises all the land in a certificate of title or computer freehold register, the Registrar-General must— 20
- (a) register the trustees of the Manawhenua Trust as the proprietors of the fee simple estate in the land; and
 - (b) make those entries in the register; and 25
 - (c) do all other things necessary to give effect to—
 - (i) this subpart; and
 - (ii) Part 9 of the Deed of Settlement (Cultural Redress Properties); and
 - (iii) Part 12 of the Deed of Settlement (Settlement Legislation for Cultural and Commercial Redress Properties). 30
- (5) To the extent that a cultural redress property does not comprise all the land in a certificate of title or computer freehold register, or there is no certificate of title or computer freehold register for all or part of the property, the Registrar-General must, in accordance with an application referred to in **subsection (2)**, 35

create 1 or more computer freehold registers in the names of the trustees of the Manawhenua Trust subject to, and together with, any encumbrances that are registered, notified, or notifiable, and that are described in the application.

- (6) **Subsection (5)** is subject to the completion of any survey necessary to create a computer freehold register. 5
- (7) The 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 cultural redress property vests in the trustees of the Manawhenua Trust; or 10
- (b) any later date that may be agreed in writing by the trustees of the Manawhenua Trust and the Crown.

45 **Right of access over Kawerua must be noted on title**

The Registrar-General must note a memorial on the computer freehold register for Kawerua that it is subject to **section 30** (which relates to the right of access across Kawerua to the landlocked land). 15

46 **Minister of Conservation may grant easements**

- (1) The Minister of Conservation may grant all easements required by the Deed of Settlement in relation to cultural redress properties over lands held under the Conservation Act 1987 for conservation purposes. 20
- (2) An easement granted under **subsection (1)**—
- (a) is registrable under section 17ZA(2) of the Conservation Act 1987 as if it were a deed to which that provision applied; and 25
- (b) is enforceable in accordance with its terms despite Part 3B of that Act.

47 **Application of other enactments to cultural redress properties** 30

- (1) Sections 24 and 25 of the Reserves Act 1977 do not apply to the revocation under this subpart of the reserve status of a cultural redress property vested in the trustees of the Manawhenua Trust under this subpart. 35

-
- (2) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to—
- (a) the vesting in the trustees of the Manawhenua Trust of the fee simple estate in a cultural redress property under this subpart; or 5
 - (b) a matter incidental to, or required for the purpose of, the vesting of the fee simple estate in a cultural redress property under this subpart.
- (3) The vesting of the fee simple estate in a cultural redress property under this subpart does not— 10
- (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 to lay out, form, grant, 15
or reserve a private road, private way, or right of way required to fulfil the terms of the Deed of Settlement in relation to a cultural redress property.
- (5) The vesting in the trustees of the Manawhenua Trust of the fee simple estate in a cultural redress property under this subpart 20
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.
- 48 Application of certain amounts**
- (1) The Minister of Conservation may direct that any intra-Crown 25
payment for a site listed in **subsection (2)** be paid and applied in the manner specified in section 82(1)(a) of the Reserves Act 1977.
- (2) The sites are—
- (a) Kaiparaheka: 30
 - (b) Maunganui Bluff.
- (3) A direction made under **subsection (1)** is to be treated as if it were a direction under section 82(1)(a) of the Reserves Act 1977.

Subpart 3—Te Tarehu

49 Interpretation

In this subpart,—

protection principles means the protection principles set out in paragraph 4 of Part 2 of Schedule 1 of the Deed of Settlement or as amended under **section 53(3)** 5

Te Roroa values means the statement by Te Roroa of the cultural, spiritual, historical, and traditional association of Te Roroa with Te Tarehu, the text of which is set out in paragraph 3 of Part 2 of Schedule 1 of the Deed of Settlement 10

Te Tarehu means the site declared as Te Tarehu by **section 50**.

50 Declaration of Te Tarehu

That part of the Waipoua Forest shown marked “A” on SO 354589 is Te Tarehu. 15

51 Crown’s acknowledgement of Te Roroa values

The Crown acknowledges the statement by Te Roroa of Te Roroa values in relation to Te Tarehu.

52 Purposes of Te Tarehu

(1) The only purposes of the declaration as Te Tarehu under **section 50** and acknowledging Te Roroa values under **section 51** in relation to Te Tarehu are to— 20

(a) require the New Zealand Conservation Authority and relevant Conservation Boards to have particular regard to Te Roroa values and the protection principles as provided in **sections 54 and 55**; and 25

(b) require the New Zealand Conservation Authority to give the trustees of the Manawhenua Trust an opportunity to make submissions as provided for in **section 56**; and 30

(c) enable the taking of action under **sections 57 to 61**.

(2) This section does not limit **sections 53 to 66**.

53 Agreement on protection principles

- (1) The trustees of the Manawhenua Trust and the Crown may agree on, and publicise, protection principles that are directed at the Minister of Conservation and aim to—
- (a) avoid harm to Te Roroa values in relation to Te Tarehu; 5
or
 - (b) avoid the diminution of Te Roroa values in relation to Te Tarehu.
- (2) The protection principles set out in paragraph 4 of Part 2 of Schedule 1 of the Deed of Settlement are to be treated as having been agreed by the trustees of the Manawhenua Trust and the Crown under **subsection (1)**. 10
- (3) The trustees of the Manawhenua Trust and the Crown may agree in writing any amendments to the protection principles.

54 New Zealand Conservation Authority and Conservation Boards to have particular regard to Te Roroa values 15

When the New Zealand Conservation Authority or a Conservation Board approves or otherwise considers any conservation documents (including draft documents), or a proposal or recommendation for a change of status in relation to Te Tarehu, 20
it must have particular regard to—

- (a) Te Roroa values in relation to Te Tarehu; and
- (b) the protection principles.

55 New Zealand Conservation Authority and Conservation Boards to consult with trustees of Manawhenua Trust 25

Before approving a conservation document or making a proposal or recommendation for a change of status in relation to Te Tarehu, the New Zealand Conservation Authority or a Conservation Board must consult with the trustees of the Manawhenua Trust and have particular regard to their views as to 30
the effect of the conservation document or proposal or recommendation for a change of status on—

- (a) Te Roroa values in relation to Te Tarehu; and
- (b) the protection principles.

56 Conservation management strategy

If the trustees of the Manawhenua Trust advise the New Zealand Conservation Authority in writing that they have significant concerns about a draft conservation management strategy in relation to Te Tarehu, the New Zealand Conservation Authority must, before approving the strategy, give the trustees an opportunity to make submissions in relation to those concerns. 5

57 Notification of Te Tarehu

- (1) The declaration of Te Tarehu must be noted in all conservation documents affecting the site. 10
- (2) The noting of Te Tarehu under **subsection (1)** is—
- (a) for the purpose of public notice only; and
 - (b) not an amendment to a conservation document for the purposes of section 171 of the Conservation Act 1987 or section 46 of the National Parks Act 1980. 15

58 Notification in *Gazette*

- (1) The Minister of Conservation must notify in the *Gazette*—
- (a) the declaration of the site as Te Tarehu; and
 - (b) the protection principles and any agreed changes to those principles. 20
- (2) The Director-General may, at his or her discretion, notify in the *Gazette* any action (including any action set out in paragraph 5 of Part 2 of Schedule 1 of the Deed of Settlement) taken or intended to be taken under any of **sections 59 to 61**. 25
- (3) The Director-General must notify in the *Gazette* any action taken or intended to be taken under **section 62**.

59 Actions by Director-General

- (1) The Director-General must take action in relation to the protection principles, including the actions set out in paragraph 5 of Part 2 of Schedule 1 of the Deed of Settlement. 30
- (2) The Director-General retains complete discretion to determine the method and extent of the action to be taken under **subsection (1)**.

- (3) The Director-General must notify the trustees of the Manawhenua Trust of what action the Director-General intends to take under **subsection (1)**.
- (4) If requested in writing by the trustees of the Manawhenua Trust, the Director-General must not take action in respect of the protection principles to which the request relates. 5

60 Amendment to conservation documents

- (1) The Director-General may initiate an amendment of a conservation document to incorporate objectives relating to protection principles (including a recommendation to make regulations or bylaws). 10
- (2) The Director-General must consult with affected Conservation Boards before initiating an amendment under **subsection (1)**.
- (3) An amendment initiated under **subsection (1)** is an amendment for the purposes of section 171(1) to (3) of the Conservation Act 1987, or section 46(1) to (4) of the National Parks Act 1980, as the case may be. 15
- (4) This section does not limit **section 58(2)**.

61 Regulations

The Governor-General may, by Order in Council made on the recommendation of the Minister of Conservation, make regulations for all or any of the following purposes: 20

- (a) to provide for the implementation of objectives included in conservation documents under **section 60(1)**: 25
- (b) to regulate or prohibit activities or conduct by members of the public in relation to Te Tarehu:
- (c) to create offences in respect of the contravention of any regulations made under **paragraph (b)**, and provide for the imposition of fines— 30
- (i) not exceeding \$5,000 for those offences; and
- (ii) for a continuing offence, an amount not exceeding \$50 for every day during which the offence continues.

62 Bylaws

The Minister of Conservation may make bylaws for all or any the following purposes:

- (a) to provide for the implementation of objectives included in conservation documents under **section 60(1)**: 5
- (b) to regulate or prohibit activities or conduct by members of the public in relation to Te Tarehu:
- (c) to create offences in respect of the contravention of any bylaws made under **paragraph (b)**, and provide for the imposition of fines— 10
 - (i) not exceeding \$1,000 for those offences; and
 - (ii) for a continuing offence, an amount not exceeding \$50 for every day during which the offence continues. 15

63 Existing classification of Te Tarehu

The purpose or classification of an area as a national park, conservation area, or reserve is not affected by the fact that the area is, or is in, Te Tarehu.

64 Termination of status 20

- (1) The Governor-General may, by Order in Council made on the recommendation of the Minister of Conservation, declare that all or part of Te Tarehu is no longer Te Tarehu.
- (2) The Minister of Conservation must not make a recommendation for the purposes of **subsection (1)** unless— 25
 - (a) the trustees of the Manawhenua Trust and the Minister of Conservation have agreed in writing that the status as Te Tarehu is no longer appropriate for the area concerned; or
 - (b) the area concerned is disposed of by the Crown; or 30
 - (c) the responsibility for managing the area concerned is transferred to another Minister of the Crown or department.
- (3) **Subsection (4)** applies if— 35
 - (a) either of **subsection (2)(b) or (c)** applies; or
 - (b) there is a change in the statutory management regime that applies to all or part of Te Tarehu.

- (4) The Crown must take reasonable steps to ensure that the trustees of the Manawhenua Trust continue to have input into the management of Te Tarehu, or that part of it affected by the disposal of, or change in, management responsibility or a change in the statutory management regime, through negotiation with the trustees of the Manawhenua Trust by— 5
- (a) the Minister of the Crown responsible for the new management or the new management regime; or
 - (b) the Commissioner of Crown Lands; or
 - (c) any other responsible officer. 10
- 65 Exercise of powers, duties, and functions**
- (1) Nothing in **section 50 or 51** 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 statute, regulation, or bylaw. 15
- (2) No person, in considering a matter or making a decision or recommendation under any statute, regulation, or bylaw, may give greater or lesser weight to Te Roroa values than that person would give under the relevant statute, regulation, or bylaw if the area were not Te Tarehu and Te Roroa values had not been acknowledged in relation to the area. 20
- (3) **Subsection (2)** does not limit the operation of **subsection (1)**.
- (4) This section applies subject to the other provisions of this subpart. 25
- 66 Rights not affected**
- (1) **Sections 50 and 51** do 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 the other provisions of this subpart. 30
- 67 Limitation of rights**
- (1) **Sections 50 and 51** do not have the effect of granting, creating, or providing evidence of any estate or interest in, or any rights of any kind relating to, Te Tarehu.

- (2) This section applies subject to the other provisions of this subpart.

Subpart 4—Statutory acknowledgements

Statutory acknowledgements

- 68 Statutory acknowledgements by the Crown** 5
- (1) The Crown acknowledges the statements of association.
- (2) In this subpart, **statements of association** means the statements,—
- (a) made by Te Roroa, of the particular cultural, spiritual, historical, and traditional association of Te Roroa with each statutory area; and 10
- (b) that are in the form set out in Part 3 of Schedule 1 of the Deed of Settlement.
- 69 Purposes of statutory acknowledgements**
- (1) The only purposes of the statutory acknowledgements are— 15
- (a) to require relevant consent authorities, the Environment Court, and the Historic Places Trust to have regard to the statutory acknowledgements, as provided for in **sections 70 to 72**; and
- (b) to require relevant consent authorities to forward summaries of resource consent applications to the trustees of the Manawhenua Trust, as provided for in **section 74**; and 20
- (c) to enable the trustees of the Manawhenua Trust and a member of Te Roroa to cite the statutory acknowledgements as evidence of the association of Te Roroa with the relevant statutory areas, as provided for in **section 75**. 25
- (2) This section does not limit the operation of **sections 76 to 79**. 30
- 70 Relevant consent authorities to have regard to statutory acknowledgements**
- (1) On and from the effective date, a relevant consent authority must have regard to a statutory acknowledgement relating to a statutory area in forming an opinion, in accordance with sec- 35

- tions 93 to 94C of the Resource Management Act 1991, as to whether the trustees of the Manawhenua Trust are persons who may be adversely affected by the granting of a resource consent for activities within, adjacent to, or impacting directly on the statutory area. 5
- (2) **Subsection (1)** does not limit the obligations of a relevant consent authority under the Resource Management Act 1991.
- 71 Environment Court to have regard to statutory acknowledgements**
- (1) On and from the effective date, the Environment Court must have regard to a statutory acknowledgement relating to a statutory area in determining under section 274 of the Resource Management Act 1991 whether the trustees of the Manawhenua Trust are persons having an interest in the proceedings greater than the public generally in respect of an application for a resource consent for activities within, adjacent to, or impacting directly on the statutory area. 10 15
- (2) **Subsection (1)** does not limit the obligations of the Environment Court under the Resource Management Act 1991.
- 72 Historic Places Trust and Environment Court to have regard to statutory acknowledgements** 20
- (1) On and from the effective date, the Historic Places Trust and the Environment Court must have regard to a statutory acknowledgement relating to a statutory area in forming an opinion under section 14(6)(a) or 20(1) of the Historic Places Act 1993 (as the case may be) as to whether the trustees of the Manawhenua Trust are (or, for the purposes of section 14(6)(a) of that Act, may be) persons directly affected in relation to an archaeological site within the statutory area. 25
- (2) In this section, **archaeological site** has the same meaning as in section 2 of the Historic Places Act 1993. 30
- 73 Recording statutory acknowledgements on statutory plans**
- (1) On and from the effective date, a relevant consent authority must attach information recording a statutory acknowledge- 35

- ment to all statutory plans that wholly or partly cover the statutory area.
- (2) The attachment of information under **subsection (1)** to a statutory plan—
- (a) must include the relevant provisions of this subpart in full, the description of the statutory area, and the statement of association that relates to the statutory area; and 5
 - (b) is for the purpose of public information only, and the information is not—
 - (i) part of the statutory plan (unless adopted by the relevant consent authority); or 10
 - (ii) subject to the provisions of Schedule 1 of the Resource Management Act 1991.
- (3) In this section, **statutory plan**—
- (a) 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 15
 - (b) includes a proposed policy statement provided for in Schedule 1 of the Resource Management Act 1991. 20

74 Distribution of resource consent applications to trustees of Manawhenua Trust

- (1) A relevant consent authority must, for a period of 20 years from the effective date, forward to the trustees of the Manawhenua Trust a summary of resource consent applications received by that consent authority for activities within, adjacent to, or impacting directly on a statutory area. 25
- (2) The information provided under **subsection (1)** must be—
- (a) the same as would be given under section 93 of the Resource Management Act 1991 to persons likely to be adversely affected, or as may be agreed between the trustees of the Manawhenua Trust and the relevant consent authority; and 30
 - (b) provided as soon as is reasonably practicable after the application is received, and before a determination is made in accordance with sections 93 to 94C of the Resource Management Act 1991. 35

- (3) The trustees of the Manawhenua Trust may, by notice in writing to a relevant consent authority,—
- (a) waive their rights to be notified under this section; and
 - (b) state the scope of that waiver and the period it applies for. 5
- (4) For the purposes of this section, a regional council dealing with an application to carry out a restricted coastal activity in a statutory area must be treated as if it were the relevant consent authority in relation to the application.
- (5) This section does not affect the obligation of a relevant consent authority to— 10
- (a) notify an application in accordance with sections 93 and 94C of the Resource Management Act 1991;
 - (b) form an opinion as to whether the trustees of the Manawhenua Trust are persons that are likely to be adversely affected under those sections. 15

75 Use of statutory acknowledgements

- (1) The trustees of the Manawhenua Trust and a member of Te Roroa may, as evidence of the association of Te Roroa with a statutory area, cite the relevant statutory acknowledgement in submissions to, and in proceedings before, a relevant consent authority, the Environment Court, or the Historic Places Trust concerning activities within, adjacent to, or impacting directly on, the statutory area. 20
- (2) The content of the statement of association is not, by virtue of the statutory acknowledgement, binding as deemed fact on— 25
- (a) a relevant consent authority;
 - (b) the Environment Court;
 - (c) the Historic Places Trust;
 - (d) parties to proceedings before those bodies: 30
 - (e) any other person able 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 subsection. 35
- (4) Neither the trustees of the Manawhenua Trust nor a member of Te Roroa are precluded from stating that Te Roroa has an

association with a statutory area that is not described in the statutory acknowledgements.

- (5) The content and existence of the statutory acknowledgements does not limit a statement made under **subsection (4)**.

Deeds of recognition

5

76 Authorisation to enter into and amend deeds of recognition

- (1) The Minister of Conservation may—
- (a) enter into deeds of recognition with the trustees of the Manawhenua Trust in respect of the land within the statutory areas: 10
 - (b) amend a deed of recognition by entering into a deed with the trustees of the Manawhenua Trust to amend that deed of recognition.
- (2) In this section, **deed of recognition** means a deed— 15
- (a) entered into in accordance with clauses 8.19.1 and 8.19.2 of the Deed of Settlement; and
 - (b) in the form set out in Part 4 of Schedule 1 of the Deed of Settlement.

General provisions

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77 Crown not precluded from granting other statutory acknowledgements or deeds of recognition

Neither the provision of a statutory acknowledgement nor the entry into a deed of recognition precludes the Crown from providing a statutory acknowledgement to, or entering into a deed of recognition with, persons other than Te Roroa or the trustees of the Manawhenua Trust with respect to the same area. 25

78 Exercise of powers and performance of duties and functions not affected

- (1) Except as expressly provided in this subpart,— 30
- (a) neither a statutory acknowledgement nor a deed of recognition affects, or may be taken into account by, a person exercising a power or performing a function or duty under a statute, regulation, or bylaw:

- (b) no person, in considering a matter or making a decision or recommendation under a statute, regulation, or bylaw, may give greater or lesser weight to the association of Te Roroa with a statutory area (as described in the relevant statutory acknowledgement) than that person would give under the relevant statute, regulation, or bylaw if no statutory acknowledgement or deed of recognition existed in respect of the statutory area. 5
- (2) **Subsection (1)(b)** does not affect the operation of **subsection (1)(a)**. 10

79 **Rights not affected**

Except as expressly provided in this subpart, neither a statutory acknowledgement nor a deed of recognition affects the lawful rights or interests of a person who is not a party to the Deed of Settlement. 15

80 **Limitation of rights**

Except as expressly provided in this subpart, neither a statutory acknowledgement nor a deed of recognition has the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, a statutory area. 20

Amendment to Resource Management Act 1991

81 **Amendment to Resource Management Act 1991**

Schedule 11 of the Resource Management Act 1991 is amended by inserting the following item in its appropriate alphabetical order: 25

Te Roroa Claims Settlement Act **2007**.

Subpart 5—Place names

82 **Alteration and assignment of place names**

- (1) Each of the existing place names in the **first column of Part 1 of Schedule 3** is altered to the corresponding place name in the **third column** of that part of that **Schedule**. 30

- (2) Each of the new place names in the **first column of Part 2 of Schedule 3** is assigned to the corresponding location (as specified by the topographic map references and grid references) set out in the **second column** of that part of that **Schedule**.
- (3) The changes made under **subsections (1) and (2)** are to be treated as made—
- (a) with the approval of the New Zealand Geographic Board; and
 - (b) in accordance with ~~the New Zealand Geographic Board Act 1946~~ any enactment that applies to altering or assigning place names.
- (4) This section applies subject to **sections 82A to 82C.**

82A Publication of new place names notice

- (1) The New Zealand Geographic Board must, as soon as practicable after the settlement date, publish a notice in the *Gazette*—
- (a) specifying each new place name and its location (and the existing place name being altered); and
 - (b) stating that the new place names take effect on the date of the *Gazette* notice; and
 - (c) stating that the New Zealand Geographic Board may alter the new place names or their locations in accordance with **section 82B.**
- (2) The New Zealand Geographic Board must, as soon as practicable after the publication of the notice under **subsection (1)**, ensure that a copy of the notice is published in accordance with any enactment that applies to altering or assigning place names.
- (3) A copy of the *Gazette* notice published under **subsection (1)** is conclusive evidence that the new place names were altered or assigned on the date of the *Gazette* notice.

82B Alteration of new place names

- (1) Despite the provisions of any enactment that applies to altering or assigning place names, the New Zealand Geographic Board may, with the consent of the trustees of the Manawhenua Trust, alter any new place name or its location.

- (2) **Section 82A** applies, with any necessary modifications, to an alteration made under **subsection (1)**.

- 82C** **Date place name altered or assigned**
Place names altered or assigned under **section 82 or 82B** take effect on the date of the *Gazette* notice published under **section 82A(1)**. 5

Subpart 6—Access to Deed of Settlement

- 83** **Access to Deed of Settlement**
The chief executive of the Ministry of Justice must make copies of the Deed of Settlement available— 10
- (a) for inspection free of charge, and for purchase at a reasonable price, at the Head Office of the Ministry of Justice in Wellington on any business day; and
 - (b) free of charge, on an Internet site maintained by, or on behalf of, the Ministry of Justice. 15

Part 3 Commercial redress

- 84** **Interpretation**
In this Part,—
- Aranga Beach Farm** means the property described by that name in Part 1 of Schedule 8 of the Deed of Settlement 20
- Aranga Beach Farm coastal selection** means the property described by that name in Part 1 of Schedule 6 of the Deed of Settlement
- Aranga Beach Farm Pt Lot 15 DP 1457** means the property described by that name in Part 1 of Schedule 6 of the Deed of Settlement 25
- Aranga Beach properties** means Aranga Beach Farm, Aranga Beach Farm Pt Lot 15 DP 1457, and Aranga Beach Farm coastal selection 30
- Coastal strip: north of Omamari** and **Coastal strip: south of Omamari** means the properties described by those names in Part 1 of Schedule 6 of the Deed of Settlement

Crown forest land has the same meaning as in section 2(1) of the Crown Forest Assets Act 1989

Crown forestry assets has the same meaning as in section 2(1) of the Crown Forest Assets Act 1989

deferred selection property— 5

- (a) means a property described in Part 1 of Schedule 8 of the Deed of Settlement; and
- (b) includes Aranga Beach Farm Pt Lot 15 DP 1457 if that property is a de-selected property

de-selected property means any of Aranga Beach Farm Pt Lot 15 DP 1457, Coastal strip: north of Omamari or Coastal strip: south of Omamari that have become a de-selected property under clauses 11.9 and 11.10 of the Deed of Settlement 10

forestry right means the forestry right set out in Part 3 of Schedule 5 of the Deed of Settlement 15

forestry right owner means the grantee for the time being of the forestry right

marginal strip has the same meaning as in section 2(1) of the Conservation Act 1987

other commercial redress property means— 20

- (a) a property described in Part 1 of Schedule 6 of the Deed of Settlement, unless that property is a de-selected property; and
- (b) a deferred selection property (including Aranga Beach Farm Pt Lot 15 DP 1457 if it is a de-selected property) 25 if the trustees of the Manawhenua Trust and the Crown are deemed to have entered into an agreement for the sale and purchase of that property under clause 11.15.1 of the Deed of Settlement

responsible Ministers has the same meaning as in section 2(1) of the Crown Forest Assets Act 1989 30

Shag Lake Bed means the property described by that name in Part 1 of Schedule 6 of the Deed of Settlement

Waikara Farm 4, 5, and 6 means the properties described by those names in Part 1 of Schedule 8 of the Deed of Settlement 35

Waipoua Commercial Forest means the Waipoua Commercial Forest land and the Waipoua Commercial Forest trees

Waipoua Commercial Forest land—

- (a) means the land described in Part 1 of Schedule 5 of the Deed of Settlement and is the area shown in yellow on SO 354588; but
- (b) does not include the Waipoua Commercial Forest trees 5

Waipoua Commercial Forest trees means the trees growing or standing or, in the case of windthrow, lying on the Waipoua Commercial Forest land

Waipoua Forest means—

- (a) the Waipoua Commercial Forest; and 10
- (b) the Waipoua Forest cultural redress properties

Waipoua Forest cultural redress properties means the following sites described in Part 1 of Schedule 2 of the Deed of Settlement and shown in green on SO 354588:

- (a) Waiotane: 15
- (b) Huaki:
- (c) River Road:
- (d) Tekateka:
- (e) Pukenuiorongo:
- (f) Oneroa: 20
- (g) Northern Contiguous Area:
- (h) Southern Contiguous Area:
- (i) Whangamoia

Waipoua Forest: Former Department of Conservation Headquarters means the property described by that name in Part 1 of Schedule 6 of the Deed of Settlement. 25

Subpart 1—Transfer of Waipoua Forest

85 Transfer of Waipoua Forest

Despite anything in the Crown Forest Assets Act 1989 and to give effect to clause 12.2.1 of the Deed of Settlement in relation to the Waipoua Forest, the Crown (acting through the responsible Ministers) is authorised to do 1 or more of the following: 30

- (a) transfer the fee simple estate in the Waipoua Forest to the trustees of the Whatu Ora Trust: 35
- (b) sign a transfer instrument or other document, or do any other thing, to effect the transfer.

86 Creation of computer freehold register: Waipoua Forest

- (1) The Registrar-General must, on written application by a person authorised by the Director-General of the Ministry of Agriculture and Forestry, create a computer freehold register in the name of the Crown for Waipoua Forest subject to, and together with, any encumbrances that are registered, notified, or notifiable, and that are described in the application. 5
- (2) **Subsection (1)** is subject to the completion of any survey necessary to create the computer freehold register.
- (3) The computer freehold register created in accordance with this section must be created in the name of the Crown without any statement of purpose. 10

87 Waipoua Forest ceases to be Crown forest land

The Waipoua Forest ceases to be Crown forest land and Crown forestry assets immediately on the registration of the transfer of the fee simple estate in the land to the trustees of the Whatu Ora Trust. 15

88 Forestry rights after transfer

After the Waipoua Forest is transferred to the trustees of the Whatu Ora Trust under **section 85(a)**— 20

- (a) the forestry right owner is to be treated as if it had been appointed by the Minister of Conservation under section 24H(1) of the Conservation Act 1987 to be the manager of each marginal strip adjoining the Waipoua Forest (an **adjoining marginal strip**); and 25
- (b) in addition to the forestry right owner's powers under section 24H of the Conservation Act 1987, the forestry right owner may manage and harvest exotic plantation trees existing at the settlement date on an adjoining marginal strip. 30

89 Crown may grant easements and forestry right over Waipoua Forest

Despite the Crown Forest Assets Act 1989, the responsible Ministers may, by or on the settlement date, sign and grant—

- (a) easements over any part or parts of the Waipoua Forest on the terms and conditions set out in Part 2 of Schedule 9 of the Deed of Settlement; and
- (b) the forestry right in accordance with the Forestry Rights Registration Act 1983. 5

90 Conservation covenants

The conservation covenants provided by the trustees of the Whatu Ora Trust to the Crown under clause 9.3.2 of the Deed of Settlement are to be treated as conservation covenants for the purposes of section 77 of the Reserves Act 1977. 10

91 Right of access across Waipoua Forest to landlocked land

- (1) The forest owner and any person having the benefit of an encumbrance in relation to the Waipoua Forest must permit a permitted person to have access across the Waipoua Forest (**right of access**) to the landlocked land. 15
- (2) The right of access conferred by **subsection (1)** must be exercised—
 - (a) by vehicle or by foot over a road or, if that is not reasonably practicable, over an alternative route specified by the forest owner; and 20
 - (b) in accordance with any reasonable conditions specified by the forest owner.
- (3) The forest owner must not specify an alternative route under **subsection (2)(a)** without the consent of the forestry right owner. The consent of the forestry right owner must not be unreasonably withheld. 25
- (4) The forest owner or the forestry right owner may prevent a permitted person as defined in **paragraph (b)** of the definition of that term in **subsection (6)** from exercising the right of access for a period of up to 3 months if the forest owner or the forestry right owner— 30
 - (a) considers on reasonable grounds that the person, in exercising the right of access, may present a risk to the forest or forestry operations in Waipoua Forest; and
 - (b) gives notice in writing to the person specifying the period for which access is not permitted; and 35

- (c) informs the forest owner or the forestry right owner (as appropriate) of the notice.
- (5) This section does not limit any legal rights that a permitted person may have in relation to access to the landlocked land.
- (6) In this section,— 5
- forest owner** means the trustees of the Whatu Ora Trust or a successor in title to all or any part of the Waipoua Forest
- landlocked land** means the following sites that are landlocked by the Waipoua Forest:
- (a) Waipoua 2B1 (Maori Reservation—burial ground): 10
- (b) Waipoua 2B2B1B (including Matatina Marae Reservation):
- (c) Waipoua 2B3A1C:
- (d) Waipoua 2B3A1A:
- (e) Waipoua 2B3D2A1: 15
- (f) Waipoua 2B3D2A1 Part:
- (g) Waipoua 2B3D2A2B2A:
- (h) Waipoua 2B3D2A2B2B:
- (i) Waipoua 2C:
- (j) Waipoua 2B2B2: 20
- (k) Waipoua 2B3C3:
- (l) Waipoua 2B3D2A2B1:
- (m) Waipoua 2B3A:
- (n) Waipoua 2B3D2:
- (o) Waipoua 2B3D2A2 25
- permitted person** means—
- (a) the owner of any landlocked land; and
- (b) a person authorised by the owner of any landlocked land to have access to the landlocked land for a lawful purpose consistent with its status. 30
- 92 Notation of right of access on computer freehold register**
- (1) A transfer instrument or document referred to in **section 85** must include an application to the Registrar-General to note on the computer freehold register for the Waipoua Forest that the land is subject to the right of access conferred by **section 91.** 35

- (2) The Registrar-General must, on receipt of the application, enter a notification relating to the right of access on the computer freehold register.

93 Notation of right of access may be removed

- (1) The Registrar of the Maori Land Court may apply in writing to the Registrar-General to have the notification entered under **section 92** removed from the computer freehold register if the Registrar of the Maori Land Court is satisfied that formal alternative access has been arranged for all the sites within the landlocked land. 5 10
- (2) On receipt of an application under **subsection (1)**,—
- (a) the Registrar-General must remove the notification entered on the computer freehold register relating to the right of access; and
- (b) the right of access conferred by **section 91** ceases to apply. 15

Subpart 2—Transfer of other commercial redress properties

94 Transfer of other commercial redress properties

- To give effect to clause 12.2.1 of the Deed of Settlement in relation to the other commercial redress properties, the Crown (acting through the Commissioner of Crown Lands) is authorised to do 1 or more of the following: 20
- (a) transfer—
- (i) the fee simple estate in an other commercial redress property (except Waikara Farm 4, 5, and 6) to the trustees of the Whatu Ora Trust: 25
- (ii) the fee simple estate in Waikara Farm 4, 5, and 6 to either—
- (A) the trustees of the Whatu Ora Trust; or 30
- (B) the trustees of the Manawhenua Trust; and
- (b) sign a transfer instrument or other document, or do any other thing, to effect the transfer.

95 Creation of computer freehold register: other commercial redress properties (except Aranga Beach properties)

- (1) This section—
- (a) applies to the extent that an other commercial redress property is not all of the land contained in a certificate of title or computer freehold register, or there is no certificate of title or computer freehold register for all or part of the property; but 5
- (b) does not apply to the Aranga Beach properties.
- (2) The Registrar-General must, on written application by a person authorised by the chief executive of the land holding agency, create a computer freehold register in the name of the Crown for all or part of the property subject to, and together with, any encumbrances that are registered, notified, or notifiable, and that are described in the application. 10 15
- (3) **Subsection (2)** is subject to the completion of any survey necessary to create the computer freehold register.
- (4) The computer freehold register created in accordance with this section must be created in the name of the Crown without any statement of purpose. 20
- (5) In this section, **land holding agency** means the Department that Part 1 of Schedule 6 or Part 1 of Schedule 8 of the Deed of Settlement specifies as the land holding agency for each other commercial redress property.

96 Creation of computer freehold register: Aranga Beach properties 25

- (1) The Registrar-General must, on written application by a person authorised by the chief executive of the Ministry of Justice, create a computer freehold register in the name of the Crown subject to, and together with, any encumbrances that are registered, notified, or notifiable, and that are described in the application, for Aranga Beach Farm coastal selection, together with either or both of the following if acquired under the Deed of Settlement: 30
- (a) Aranga Beach Farm Pt Lot 15 DP 1457: 35
- (b) Aranga Beach Farm.

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- (2) **Subsection (1)** is subject to the completion of any survey necessary to create the computer freehold register.
- (3) The computer freehold register created in accordance with this section must be created in the name of the Crown without any statement of purpose. 5
- 97 Transfer of Shag Lake Bed**
- (1) Part 4A of the Conservation Act 1987 does not apply to the transfer of Shag Lake Bed under **section 94**.
- (2) To the extent that Shag Lake Bed has a moveable natural boundary, the boundary will be governed by any applicable common law rule of accretion, erosion, or avulsion that would apply to a moveable natural boundary. 10
- 98 Transfer of Coastal strip: north of Omamari**
- (1) This section applies if the Coastal strip: north of Omamari is transferred under **section 94**. 15
- (2) The marginal strip reserved by section 24 of the Conservation Act 1987 from the transfer is increased to 100 m wide and the Registrar-General must record on the computer freehold register that the marginal strip is 100 m wide.
- (3) The conservation covenant provided by the trustees of the Whatu Ora Trust to the Crown under clause 11.7.3 of the Deed of Settlement is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977. 20
- 99 Transfer of Coastal strip: south of Omamari**
- (1) This section applies if the Coastal strip: south of Omamari is transferred under **section 94**. 25
- (2) The marginal strip reserved by section 24 of the Conservation Act 1987 from the transfer is increased to 100 m wide and the Registrar-General must record on the computer freehold register that the marginal strip is 100 m wide. 30
- (3) The conservation covenant provided by the trustees of the Whatu Ora Trust to the Crown under clause 11.7.4 of the Deed of Settlement is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977.

100 Transfer of Waipoua Forest: Former Department of Conservation Headquarters

That part of the Waipoua Forest: Former Department of Conservation Headquarters that is—

- (a) a conservation park under section 61(2) of the Conservation Act 1987 ceases to be a conservation park: 5
- (b) a sanctuary area under section 61(1) of the Conservation Act 1987 ceases to be a sanctuary area:
- (c) a conservation area under section 62(1) of the Conservation Act 1987 ceases to be a conservation area. 10

Subpart 3—General provisions

101 Minister of Conservation may grant easements

- (1) The Minister of Conservation may grant all easements required by the Deed of Settlement in relation to lands held under the Conservation Act 1987 for conservation purposes. 15
- (2) An easement granted under **subsection (1)**—
 - (a) is registrable under section 17ZA(2) of the Conservation Act 1987 as if it were a deed to which that provision applied; and
 - (b) is enforceable in accordance with its terms despite Part 3B of that Act. 20

102 Application of other enactments

- (1) Nothing in section 11 or Part 10 of the Resource Management Act 1991 applies to—
 - (a) a transfer to the trustees of the Whatu Ora Trust or the trustees of the Manawhenua Trust under this Part; or 25
 - (b) any matter incidental to, or required for the purpose of, the transfer.
- (2) A transfer to the trustees of the Whatu Ora Trust or the trustees of the Manawhenua Trust under this Part does not— 30
 - (a) limit section 10 or 11 of the Crown Minerals Act 1991; or
 - (b) affect other rights to subsurface minerals.
- (3) Except as provided in **section 97(1)** and subject to **section 98(2) and 99(2)**, the transfer of Waipoua Forest or an other commercial redress property is a disposition for the purposes 35

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- 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 **sections 85 and 94**, the Crown is not required to comply with any other enactment that would otherwise regulate or apply to the transfer of the fee simple estate in the Waipoua Forest or an other commercial redress property. 5
- (5) 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 the Deed of Settlement in relation to the transfer of the Waipoua Forest or an other commercial redress property. 10
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Schedule 1

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Cultural redress properties

Name of Site	Legal description	Encumbrances
Kaiparaheka	<i>North Auckland Land District—Far North District</i> 13.7921 hectares, more or less, being Section E25 Block IX Waoku Survey District. All <i>Gazette</i> 1914 page 3422.	Subject to an informal grazing arrangement to T Reuben.
Wairau	<i>North Auckland Land District—Far North District</i> 8.1250 hectares, more or less, being Sections 1 and 2 SO 375178. Part <i>Gazette</i> 1880 page 452, Part <i>Gazette</i> 1976 page 565 and Part <i>Gazette</i> 1981 page 2995.	
Kawerua	<i>North Auckland Land District—Far North District</i> 16.1300 hectares, more or less, being Section 3 SO 374859. Part <i>Gazette</i> 1933 page 1215, Part <i>Gazette</i> 1950 page 1986 and Part <i>Gazette</i> 1981 page 2995.	<p>Subject to:</p> <ul style="list-style-type: none"> • the conservation covenant referred to in section 29(6)(a); • the right of way easement in gross in favour of Minister of Conservation referred to in section 29(6)(b)(i); • the right of way easement in gross in favour of Minister of Fisheries referred to in section 29(6)(b)(ii); • the right of way easement in gross for foot access referred to in section 29(6)(c); • the right of access referred to in section 30. <p>Together with:</p> <ul style="list-style-type: none"> • an unregistered right of way easement over the marginal strips referred to in clause 11.5.2 of the Deed of Settlement; • an unregistered right of way easement over Waipoua River bed referred to in clause 11.5.1 of the Deed of Settlement.

Name of Site	Legal description	Encumbrances
Haohaonui	<i>North Auckland Land District—Far North District</i> 2.9396 hectares, more or less, being Section 4 SO 56302. Part <i>Gazette</i> 1948 page 298.	
Waingata	<i>North Auckland Land District—Far North District</i> 3.2120 hectares, more or less, being Section 5 SO 374193. Part <i>Gazette</i> 1948 page 298.	Subject to the conservation covenant referred to in section 32(3) .
Te Riu	<i>North Auckland Land District—Kaipara District</i> 18.5300 hectares, more or less, being Section 6 SO 374194. Part <i>Gazette</i> 1948 page 298.	Subject to the conservation covenant referred to in section 33(3) .
Muriwai	<i>North Auckland Land District—Kaipara District</i> 28.5400 hectares, more or less, being Section 7 SO 374860. Part <i>Gazette</i> 1948 page 298.	Subject to the conservation covenant referred to in section 34(3) .
Papatia and Te Kopae	<i>North Auckland Land District—Kaipara and Far North Districts</i> 137.4000 hectares, more or less, being Sections 8 and 9 SO 374195. Part <i>Gazette</i> 1922 page 1196, Part <i>Gazette</i> 1923 page 2540, Part <i>Gazette</i> 1948 page 298, Part <i>Gazette</i> 1974 page 709 and Part <i>Gazette</i> 1984 page 1438.	<p>Subject to:</p> <ul style="list-style-type: none"> • the right of way easement in gross in favour of the Minister of Conservation referred to in section 35(3)(a); • the right of way easement in gross in favour of the Minister of Fisheries referred to in section 35(3)(b); • the right of way easement in gross in favour of the Minister of Forestry referred to in section 35(3)(c). <p>Together with:</p> <ul style="list-style-type: none"> • an unregistered right of way easement over the marginal strips referred to in clause 11.5.2 of the Deed of Settlement; • an unregistered right of way easement over Waipoua River bed referred to in clause 11.5.1 of the Deed of Settlement.

Name of Site	Legal description	Encumbrances
Te Taiawa	<i>North Auckland Land District—Far North District</i> 120.0000 hectares, more or less, being Section 10 SO 374195. Part <i>Gazette</i> 1933 page 1215 and Part <i>Gazette</i> 1948 page 298.	Subject to the conservation covenant referred to in section 36(5) .
Puketurehu	<i>North Auckland Land District—Kaipara District</i> 148.0000 hectares, more or less, being Section 11 SO 375176. Part <i>Gazette</i> 1906 page 1429 and Part <i>Gazette</i> 1933 page 1215.	Subject to: <ul style="list-style-type: none"> • the conservation covenant referred to in section 37(5)(a); • the right of way easement in gross in favour of the Minister of Conservation referred to in section 37(5)(b)(i); • the right of way easement in gross in favour of the Minister of Fisheries referred to in section 37(5)(b)(ii). <p>Together with an unregistered right of way easement over the marginal strips referred to in clause 11.5.3 of the Deed of Settlement.</p>
Maunganui Bluff	<i>North Auckland Land District—Kaipara District</i> > 509.1808 hectares, more or less, being Section 12 SO 374196. All <i>Gazette</i> Notice C.065344.1 (<i>Gazette</i> 1989 page 5230), All <i>Gazette</i> Notice 15175 (<i>Gazette</i> 1956 page 1228), and Balance Certificate of Title NA1181/59.	Subject to: <ul style="list-style-type: none"> • the conservation covenant referred to in section 38(6)(a); • a walkway easement referred to in section 38(6)(b); • the occupation of part of the land by Telecom, as per the letter of consent from the Department of Conservation to Telecom dated 3 December 1991, or any formal permit granted by the Department of Conservation to Telecom with the agreement of the trustees of the Manawhenua Trust before the settlement date:

Name of Site	Legal description	Encumbrances
Manuwhetai	<i>North Auckland Land District—Kaipara District</i> 38.6333 hectares, more or less, being Lot 1 DP 48230, Lots 1, 2, 4, 50, 51, 52, 53 and 54 DP 121600 and Section 13 SO 69533. Part Document C.966049.6.	<ul style="list-style-type: none"> any easement or other agreement to take and convey water that may be entered into between the date of the Deed of Settlement and the settlement date to formalise the taking of water by the Kaipara District Council or Aranga Beach Settlement bach owners for community and domestic purposes. Prior to formalising any water take the Department of Conservation will enter into discussions with the trustees of the Manawhenua Trust on the process, terms, and conditions. <p>Together with a water easement and a right of way easement created by Proclamation 14797.</p>
Puketapu / Whangaiariki	<i>North Auckland Land District—Kaipara District</i> 68.2300 hectares, more or less, being Sections 14 and 15 SO 374861. Part Document C.966049.6 and Part Document C.589493.4.	
Uretu	<i>North Auckland Land District—Kaipara District</i> 8.5450 hectares, more or less, being Section 16 SO 374863. Part <i>Gazette</i> 1876 page 621.	Subject to the conservation covenant referred to in section 41(3) .
Former Works Depot, Waimamaku	<i>North Auckland Land District—Far North District</i> 9315 m ² , more or less, being Lot 1 DP 167732. All Computer Freehold Register NA101D/107.	Subject to unregistered lease to Emi Mereta Roo Vakatini.

Schedule 2**ss 10, 68****Statutory acknowledgements***Statutory areas for which statutory
acknowledgements provided*

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Statutory area	Location
Arai-Te-Uru Recreation Reserve	As shown on SO 354586
Tokatoka Scenic Reserve	As shown on SO 354587

Schedule 3

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Place names

Part 1

Existing place names to be altered 5

Existing place name	Topographic map references and grid references	Altered place name
Merowharara Stream	260-O06 from GR 622 126 to GR 624 164	Mirowharara Stream
Taita Stream (for that part of the stream flowing easterly from the bridge at SH12 and into the Kaihu River)	260-P07 from GR 755 910 to GR 803 940	Waitakuhuruhuru Stream
Waitapu Stream	260-O07 from GR 609 055 to GR 681 069	Ngaioire Stream

Part 2

New place names to be assigned

New place name	Topographic map references and grid references	Feature type
Mangatarara Stream	260-P07 from GR 809 821 to GR 871 835	Stream
Ohae	260-O06 GR 501 198	Locality
Maunga Kairara	260-P07 GR 802 026	Hill

Legislative history

14 February 2007	Introduction (Bill 106-1)
1 March 2007	First reading and referral to Māori Affairs Committee
30 May 2007	Reported from Māori Affairs Committee (Bill 106-2)
20 June 2007	Second reading
2 September 2008	Reported from committee of the whole House (Bill 106-3)
