

**TŪHOE**

**ME**

**TE URU TAUMATUA**

**RĀUA KO**

**TE KARAUNA / THE CROWN**

---

**WHĀRIKI: NĀ TĀPIRINA**  
**DEED OF SETTLEMENT: ATTACHMENTS**

---

*g#*

TABLE OF CONTENTS

1.	AREA OF INTEREST .....	2
	TŪHOE AREA OF INTEREST (OTS-036-01) .....	3
	TŪHOE AREA ACKNOWLEDGMENT (OTS-036-02) .....	4
2.	DEED PLANS .....	5
2.1	TE UREWERA .....	6
2.2	EXCLUSIONS FROM TE UREWERA LAND .....	8
	TE WHĀITI .....	9
	ONEPOTO .....	10
	TĀWHIUJAU MAUNGA .....	11
2.3	CULTURAL REDRESS PROPERTIES .....	12
	ONINI (OTS-036-05) .....	13
	NGĀ TĪ WHAKAAWEAWE (OTS-036-10) .....	14
	KŌHANGA TĀHEKE (OTS-036-12) .....	15
	TE TII (OTS-036-06) .....	16
	WAIKOKOPU (OTS-036-13) .....	17
2.4	DEFERRED SELECTION PROPERTIES .....	18
	TĀNEATUA PROPERTY (OTS-036-14) .....	19
2.5	DSP SCHOOL HOUSE SITES .....	20
	TĀWERA BILINGUAL SCHOOL HOUSE SITE .....	21
	TE WHAREKURA O RUĀTOKI SCHOOL HOUSE SITE .....	22
	TE KURA MANA MĀORI O MATAHĪ SCHOOL HOUSE SITE .....	23
3.	RFR LAND .....	24
3.1	RFR AREA (SO 464047) .....	25
3.2	NEW ZEALAND RAILWAYS CORPORATION RFR LAND (OTS-036-15) .....	27
4.	DRAFT SETTLEMENT BILL .....	29

---

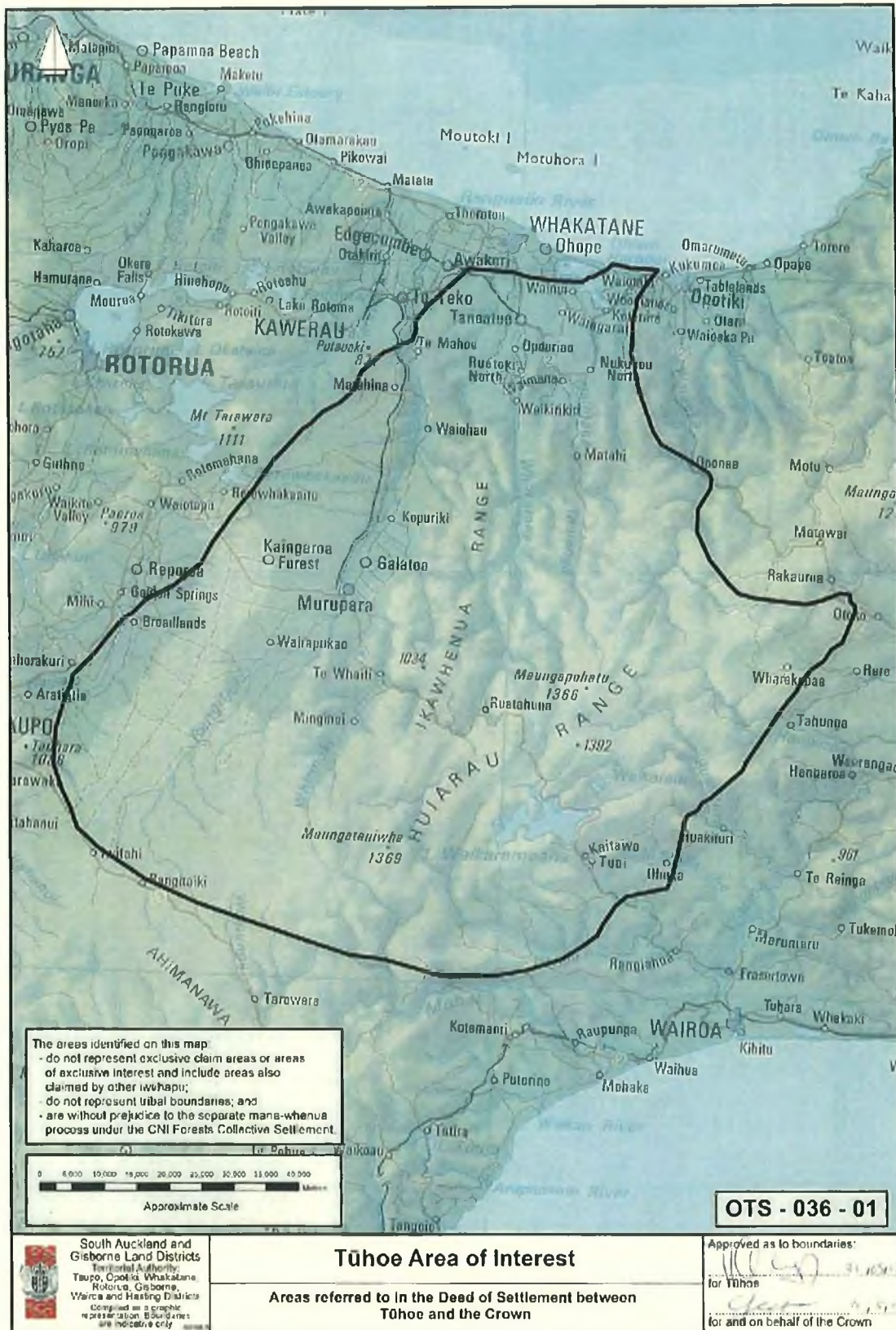
**1. AREA OF INTEREST**

---

TŪHOE WHĀRIKI / DEED OF SETTLEMENT  
NĀ TĀPIRINA / ATTACHMENTS

1: AREA OF INTEREST

TŪHOE AREA OF INTEREST (OTS-036-01)

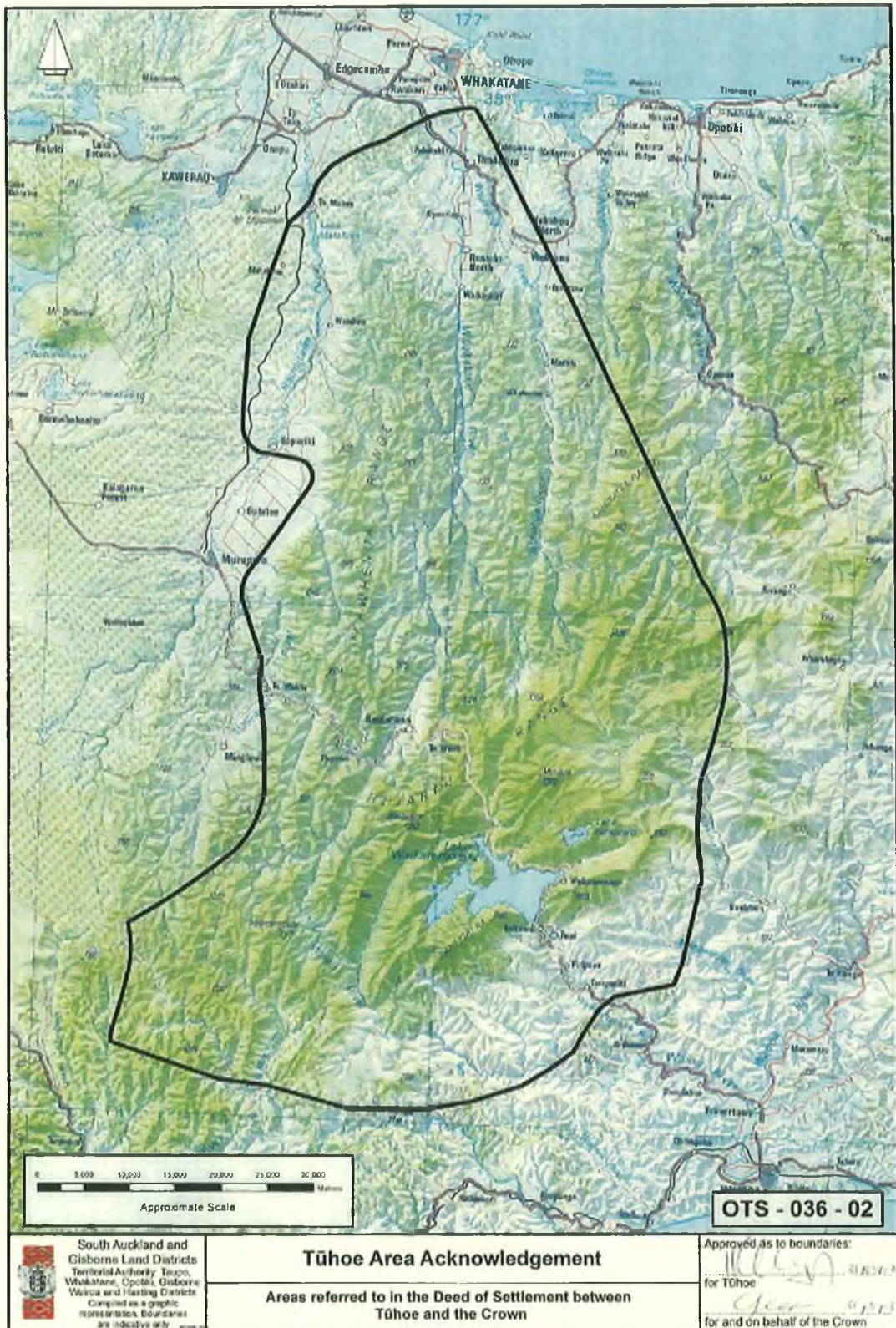


*gA*

TŪHOE WHĀRIKI / DEED OF SETTLEMENT  
NĀ TĀPIRINA / ATTACHMENTS

1: AREA OF INTEREST

TŪHOE AREA ACKNOWLEDGMENT (OTS-036-02)



*[Handwritten signature]*

---

**2. DEED PLANS**

---

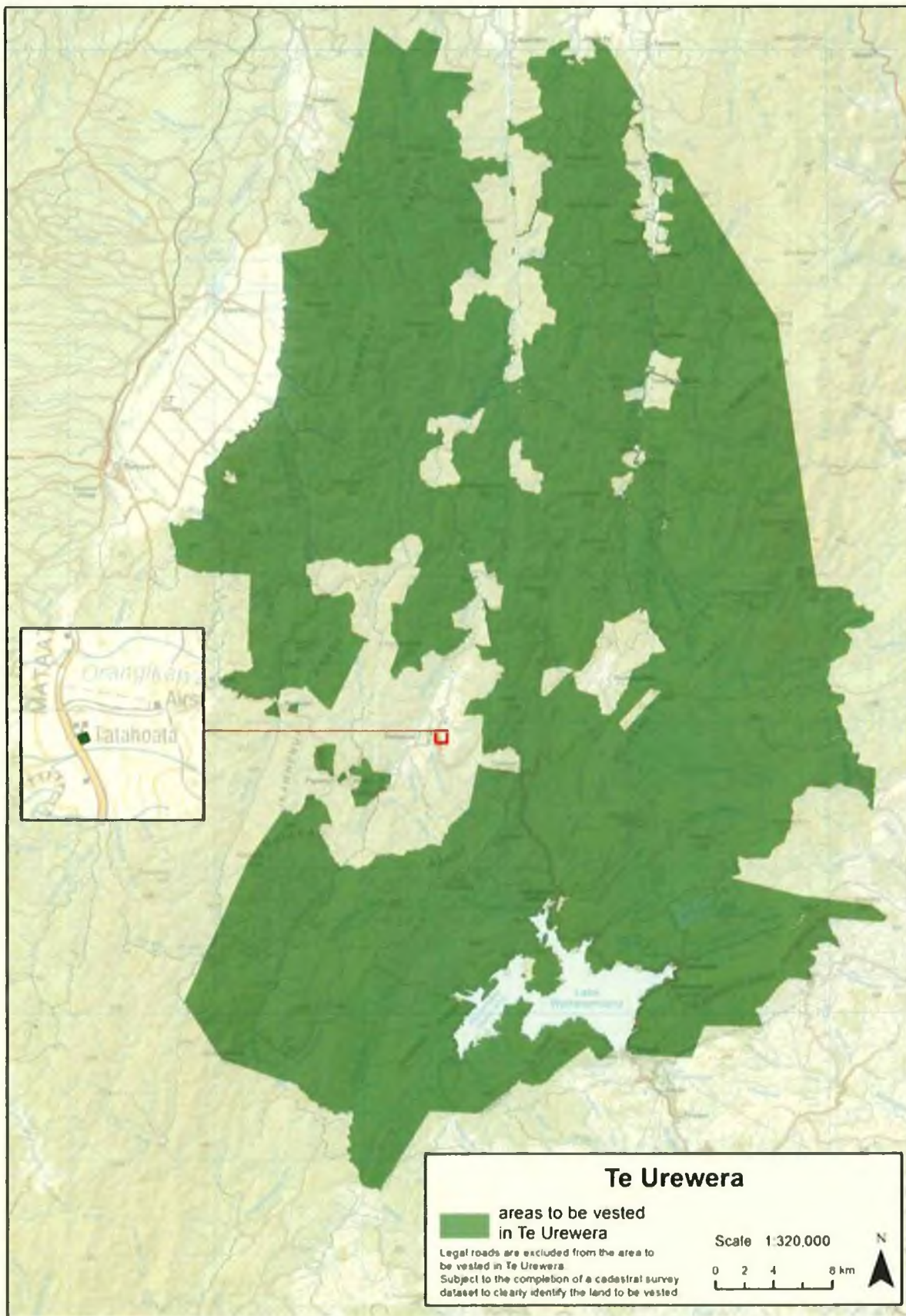
---

2.1 TE UREWERA

---

TŪHOE WHĀRIKI / DEED OF SETTLEMENT  
NĀ TĀPIRINA / ATTACHMENTS

2.1: TE UREWERA



MS14082 24 21/03/2013



---

2.2 EXCLUSIONS FROM TE UREWERA LAND

---

TŪHOE WHĀRIKI / DEED OF SETTLEMENT  
NĀ TĀPIRINA / ATTACHMENTS

2.2: EXCLUSIONS FROM TE UREWERA

TE WHĀITI

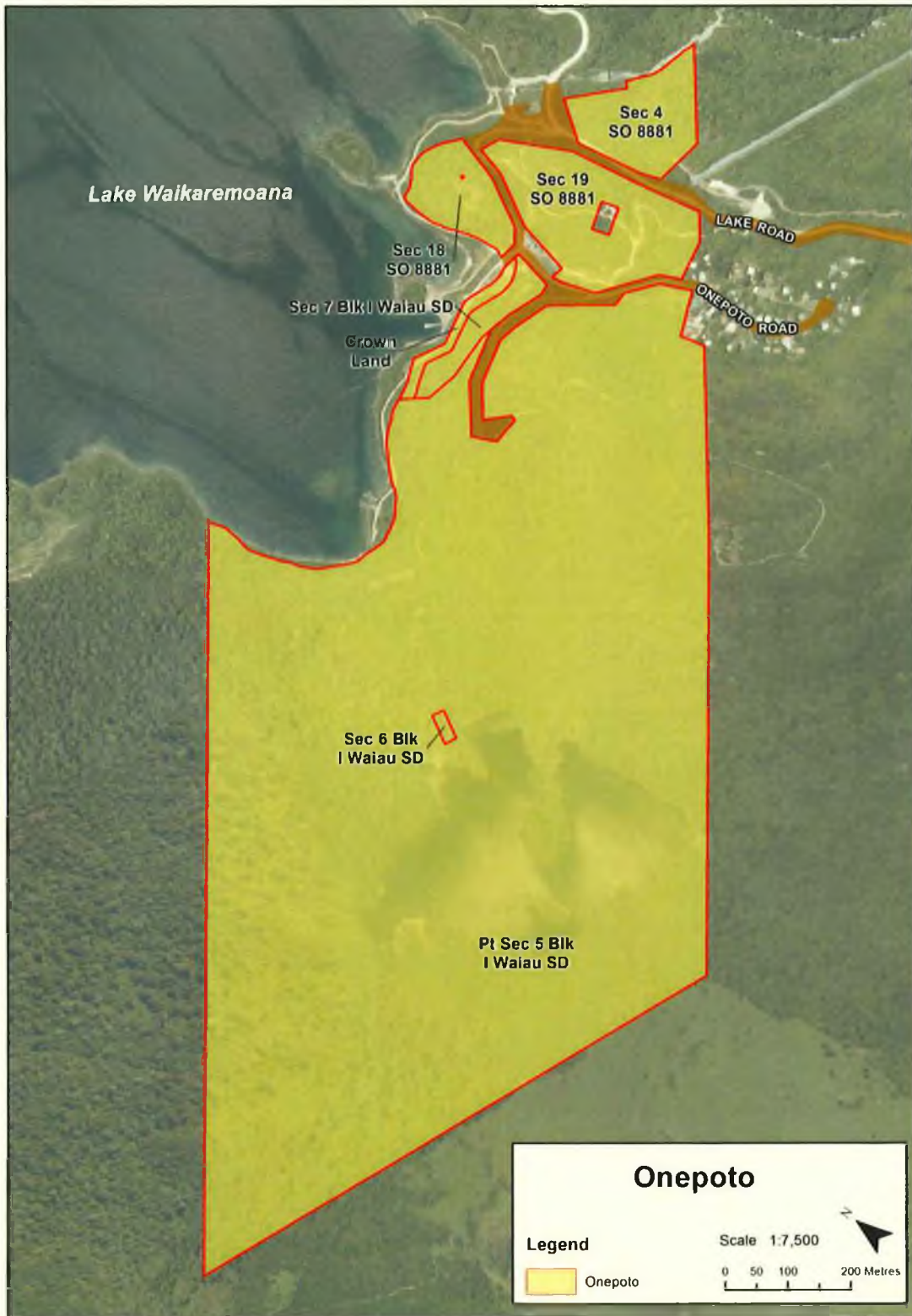


*cy*

TŪHOE WHĀRIKI / DEED OF SETTLEMENT  
NĀ TĀPIRINA / ATTACHMENTS

2.2: EXCLUSIONS FROM TE UREWERA

ONEPOTO



*g d*

TŪHOE WHĀRIKI / DEED OF SETTLEMENT  
NĀ TĀPIRINA / ATTACHMENTS

2.2: EXCLUSIONS FROM TE UREWERA

TĀWHIU AU MAUNGA



*g f*

---

**2.3 CULTURAL REDRESS PROPERTIES**

---

TŪHOE WHĀRIKI / DEED OF SETTLEMENT  
NĀ TĀPIRINA / ATTACHMENTS

2.3: CULTURAL REDRESS PROPERTIES

ONINI (OTS-036-05)



*g* *A*

TŪHOE WHĀRIKI / DEED OF SETTLEMENT  
NĀ TĀPIRINA / ATTACHMENTS

2.3: CULTURAL REDRESS PROPERTIES

NGĀ TĪ WHAKAAWEAWE (OTS-036-10)



*g A*

TŪHOE WHĀRIKI / DEED OF SETTLEMENT  
NĀ TĀPIRINA / ATTACHMENTS

2.3: CULTURAL REDRESS PROPERTIES

KŌHANGA TĀHEKE (OTS-036-12)



*g A*



TŪHOE WHĀRIKI / DEED OF SETTLEMENT  
NĀ TĀPIRINA / ATTACHMENTS

2.3: CULTURAL REDRESS PROPERTIES

TE TII (OTS-036-06)



*g A*

TŪHOE WHĀRIKI / DEED OF SETTLEMENT  
NĀ TĀPIRINA / ATTACHMENTS

2.3: CULTURAL REDRESS PROPERTIES

WAIKOKOPU (OTS-036-13)



*g A*

---

**2.4 DEFERRED SELECTION PROPERTIES**

---

TŪHOE WHĀRIKI / DEED OF SETTLEMENT  
NĀ TĀPIRINA / ATTACHMENTS

2.4: DEFERRED SELECTION PROPERTIES  
TĀNEATUA PROPERTY (OTS-036-14)



Data accurate: 15/03/2013

Taneatua Property (shown A, B and C) OTS-036-14

*[Handwritten signature]*

---

**2.5 DSP SCHOOL HOUSE SITES**

---

2.5: DSP SCHOOL HOUSE SITES

TĀWERA BILINGUAL SCHOOL HOUSE SITE



2.5: DSP SCHOOL HOUSE SITES

TE WHAREKURA O RUĀTOKI SCHOOL HOUSE SITE



2.5: DSP SCHOOL HOUSE SITES

TE KURA MANA MĀORI O MATAHĪ SCHOOL HOUSE SITE





---

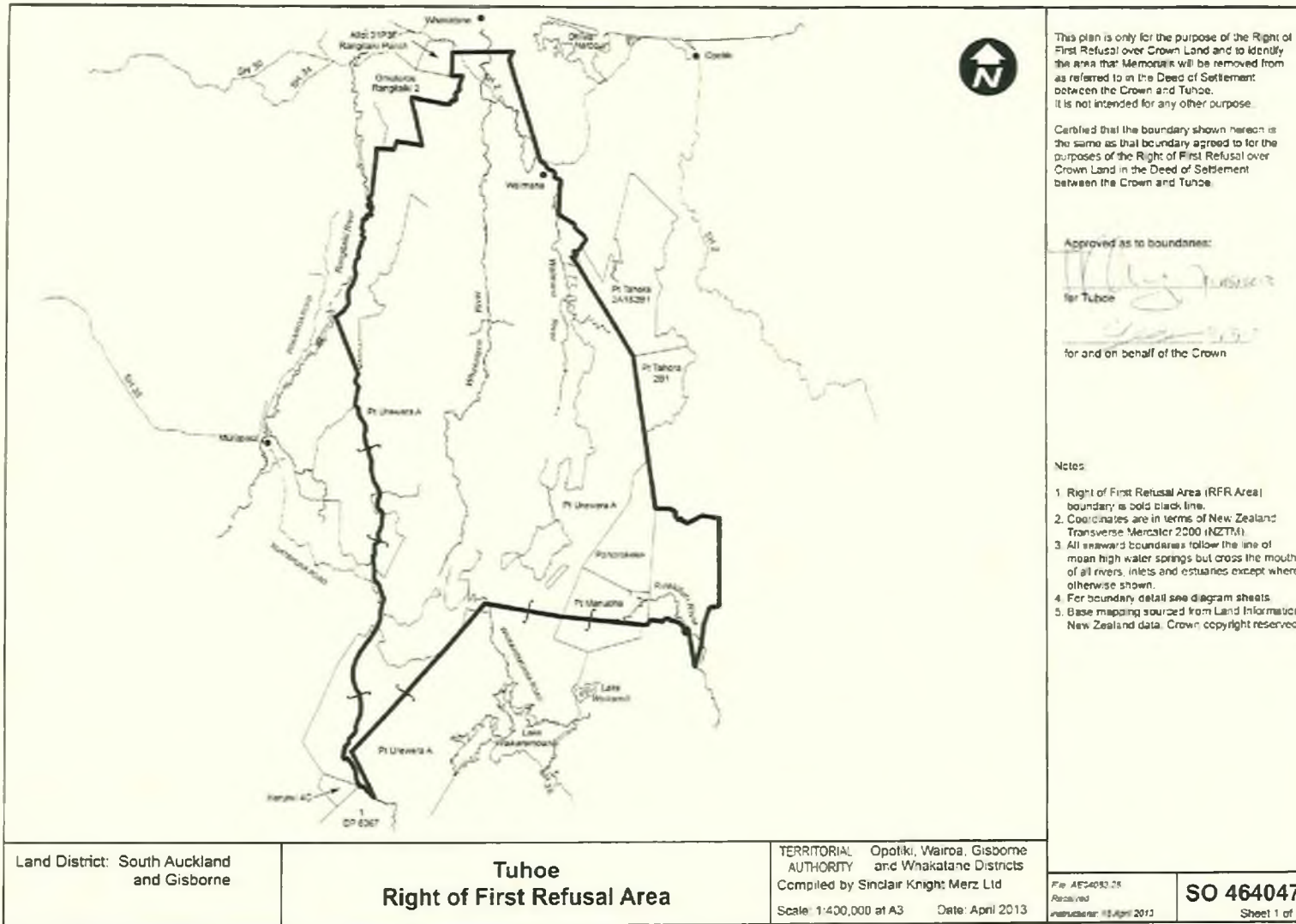
**3. RFR LAND**

---

---

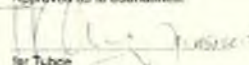
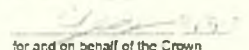
**3.1 RFR AREA (SO 464047)**

---



This plan is only for the purpose of the Right of First Refusal over Crown Land and to identify the area that Memorandum will be removed from as referred to in the Deed of Settlement between the Crown and Tuhoë. It is not intended for any other purpose.

Certified that the boundary shown hereon is the same as that boundary agreed to for the purposes of the Right of First Refusal over Crown Land in the Deed of Settlement between the Crown and Tuhoë.

Approved as to boundaries:  
  
 for Tuhoë  
  
 for and on behalf of the Crown

- Notes:
1. Right of First Refusal Area (RFR Area) boundary is bold black line.
  2. Coordinates are in terms of New Zealand Transverse Mercator 2000 (NZTM).
  3. All seaward boundaries follow the line of mean high water springs but cross the mouths of all rivers, inlets and estuaries except where otherwise shown.
  4. For boundary detail see diagram sheets.
  5. Base mapping sourced from Land Information New Zealand data. Crown copyright reserved.

Land District: South Auckland and Gisborne

**Tuhoë  
Right of First Refusal Area**

TERRITORIAL AUTHORITY Opoitiki, Wairoa, Gisborne and Whakatane Districts  
 Compiled by Sinclair Knight Merz Ltd  
 Scale: 1:400,000 at A3 Date: April 2013

File: AFS4093\_26  
 Received  
 Manufacturer: 13 April 2013

**SO 464047**  
 Sheet 1 of 3

Whāranui 26

---

**3.2 NEW ZEALAND RAILWAYS CORPORATION RFR LAND (OTS-036-15)**

---

TŪHOE WHĀRIKI / DEED OF SETTLEMENT  
NĀ TĀPIRINA / ATTACHMENTS

3.2: NEW ZEALAND RAILWAYS CORPORATION RFR LAND

Land shown marked yellow on OTS-036-15. Part Proclamation 5865. Subject to survey.



*Handwritten signature or initials*

---

**4. DRAFT SETTLEMENT BILL**

---



Subject to renumbering, Crown scrutiny, and PCO internal quality assurance processes.

## **Te Urewera–Tūhoe Claims Settlement Bill**

Government Bill

### **Explanatory note**

It is intended to divide the Bill at the Committee of the whole House stage so that—

- (a) *Parts 1 to 4* and *Schedules 1 to 4* become the Tūhoe Claims Settlement Act; and
  - (b) *Parts 5 to 7* and *Schedules 5 to 7* become the Te Urewera Act.
- 

Y #

*Hon Christopher Finlayson*

## **Te Urewera–Tūhoe Claims Settlement Bill**

Government Bill

### **Contents**

		Page
1	Title	6
2	Commencement	6
<b>Part 1</b>		
<b>Preliminary matters, acknowledgements and apology, and settlement of historical claims</b>		
<i>Preliminary matters</i>		
3	Purpose	6
4	Provisions to take effect on settlement date	7
5	Parts 1 to 4 bind the Crown	7
6	Outline	7
<i>Summary of historical account, acknowledgements and apology</i>		
7	Summary of historical account, acknowledgements and apology	9
8	Summary of historical account	9
9	Acknowledgements	11
10	Apology	23
<i>Interpretation provisions</i>		
11	Interpretation of Act generally	24
12	Interpretation	24
13	Meaning of Tūhoe	27
14	Meaning of historical claims	28



**Te Urewera–Tūhoe Claims Settlement Bill**

---

	<i>Historical claims settled and jurisdiction of courts, etc, removed</i>	
15	Settlement of historical claims final	29
	<i>Amendment to Treaty of Waitangi Act 1975</i>	
16	Amendment to Treaty of Waitangi Act 1975	30
	<i>Resumptive memorials no longer to apply</i>	
17	Certain enactments do not apply	30
18	Resumptive memorials to be cancelled	30
	<i>Miscellaneous matters</i>	
19	Rule against perpetuities does not apply	31
20	Access to deed of settlement	31
	<b>Part 2</b>	
	<b>Cultural redress</b>	
21	The Crown not prevented from providing other similar redress	32
	Subpart 1—Vesting of cultural redress properties	
22	Interpretation	32
	<i>CNI forests properties vested in fee simple</i>	
23	CNI forests properties	33
	<i>Property vested in fee simple</i>	
24	Onini	34
24A	Waikokopu	34
	<i>Property vested in fee simple to be administered as reserve</i>	
25	Te Tii	34
	<i>General provisions applying to vesting of cultural redress properties</i>	
26	Properties vest subject to or together with interests	35
27	Registration of ownership	35
28	Application of Part 4A of Conservation Act 1987	36
29	Matters to be recorded on computer freehold register	36
30	Application of other enactments	37
	<i>Further provisions applying to Te Tii</i>	
31	Application of other enactments	38
32	Subsequent transfer of Te Tii	38
33	Transfer of reserve land to new administering body	38

**Te Urewera–Tūhoe Claims Settlement Bill**

---

34	Transfer of reserve land to trustees of existing administering body if trustees change	39
35	Reserve land not to be mortgaged	40
36	Saving of bylaws, etc, in relation to reserve properties	40
	<i>Further provision relating to CNI forests properties</i>	
37	Removal of Crown forestry licence memorial	40
37A	Removal of public access and easement notations	40
	Subpart 2—Protocols	
38	Interpretation	41
	<i>General provisions applying to protocols</i>	
39	Issuing, amending, and cancelling protocols	42
40	Protocols subject to rights, functions, and duties	42
41	Enforcement of protocols	42
	<i>Primary industries</i>	
42	Primary industries protocol	43
	<i>Taonga tūturu</i>	
43	Taonga tūturu protocol	44
	Subpart 3—Fisheries advisory committee	
44	Fisheries advisory committee	44
	Subpart 4—Official geographic names	
45	Interpretation	44
46	Official geographic names	45
47	Publication of official geographic names	45
48	Subsequent alteration of official geographic names	45
	Subpart 5—Rangitāiki River Forum	
49	Membership of Tūhoe on Rangitāiki River Forum.	45
	<b>Part 3</b>	
	<b>Commercial redress</b>	
50	Interpretation	46
	Subpart 1—Transfer of deferred selection properties	
51	The Crown may transfer deferred selection properties	46
52	Computer freehold registers for deferred selection properties	46
53	Authorised person may grant covenant for later creation of computer freehold register	47
54	Application of other enactments	47

**Te Urewera—Tūhoe Claims Settlement Bill**

---

55	Transfer of properties subject to lease	48
56	Requirements if lease terminates or expires	49
	Subpart 2—Right of first refusal over RFR land	
	<i>Interpretation</i>	
57	Interpretation	49
58	Meaning of RFR land	51
	<i>Restrictions on disposal of RFR land</i>	
59	Restrictions on disposal of RFR land	52
	<i>Trustees' right of first refusal</i>	
60	Requirements for offer	53
61	Expiry date of offer	53
62	Withdrawal of offer	53
63	Acceptance of offer	53
64	Formation of contract	54
	<i>Disposals to others but land remains RFR land</i>	
65	Disposal to the Crown or Crown bodies	54
66	Disposal of existing public works to local authorities	54
67	Disposal of reserves to administering bodies	55
	<i>Disposals to others where land may cease to be RFR land</i>	
68	Disposal in accordance with obligations under enactment or rule of law	55
69	Disposal in accordance with legal or equitable obligations	55
70	Disposal by the Crown under certain legislation	56
71	Disposal of land held for public works	56
72	Disposal for reserve or conservation purposes	56
73	Disposal for charitable purposes	57
74	Disposal to tenants	57
	<i>Disposals where land ceases to be RFR land</i>	
75	Disposal to Te Urewera	57
	<i>RFR landowner obligations</i>	
76	RFR landowner's obligations subject to other matters	57
	<i>Notices about RFR land</i>	
77	Notice to LINZ of RFR land with computer register after settlement date	58
78	Notice to trustees of disposal of RFR land to others	58
79	Notice to LINZ of land ceasing to be RFR land	59
80	Notice requirements	59

*G A*

**Te Urewera–Tuhoe Claims Settlement Bill**

---

	<i>Right of first refusal recorded on computer registers</i>	
81	Right of first refusal to be recorded on computer registers for RFR land	59
82	Removal of notifications when land to be transferred or vested	60
83	Removal of notifications when RFR period ends	61
	<i>General provisions applying to right of first refusal</i>	
84	Waiver and variation	61
85	Disposal of Crown bodies not affected	62
86	Assignment of rights and obligations under this subpart	62
	<b>Part 4</b>	
	<b>Transitional matters, repeal, and revocations</b>	
87	Interpretation	62
	<i>Board and certain charitable trusts dissolved and assets transferred</i>	
88	Dissolution of Tuhoe-Waikaremoana Maori Trust Board	64
89	Vesting of assets and liabilities	64
90	Certain charitable trusts removed from register of charitable entities	65
91	Tuhoe Fisheries Charitable Trust Board	65
	<i>Provisions relating to Maori Fisheries Act 2004 matters</i>	
91A	Recognition of Tuhoe Charitable Trust	66
91B	Exemption for certain voting processes	66
91C	Functions of Te Ohu Kai Moana Trustee Limited	66
	<i>Other transitional matters</i>	
92	Final report of Board	67
93	Matters not affected by transfer	67
94	Removed	68
95	Removed	68
96	Books and documents to remain evidence	68
97	Registers	68
98	Interpretation	69
99	Liability of employees and agents	69
100	Transfer of employees	69
101	Protection of terms and conditions of employment	69
102	Continuity of employment	70
103	No compensation for technical redundancy	70

	<i>Amendments to other enactments</i>	
104	Amendment to Maori Trust Boards Act 1955	70
105	Amendments to Maori Trust Boards Regulations 1985	70
106	Consequential amendments	70
	<b>Schedule 1</b>	71
	<b>Hapū of Tūhoe</b>	
	<b>Schedule 2</b>	74
	<b>Cultural redress properties</b>	
	<b>Schedule 3</b>	78
	<b>Notices in relation to RFR land</b>	
	<b>Schedule 4</b>	80
	<b>Consequential amendments</b>	

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

- 1 Title**  
This Act is the Te Urewera–Tūhoe Claims Settlement Act **2013**.
- 2 Commencement**  
This Act comes into force on the day after the date on which it receives the Royal assent.

**Part 1**  
**Preliminary matters, acknowledgements  
and apology, and settlement of historical  
claims**

*Preliminary matters*

- 3 Purpose**  
The purpose of **Parts 1 to 4** is—
  - (a) to record the acknowledgements and apology given by the Crown to Tūhoe in the deed of settlement; and
  - (b) to give effect to certain provisions of the deed of settlement that settles the historical claims of Tūhoe.

g A

**4 Provisions to take effect on settlement date**

- (1) The provisions of **Parts 1 to 4** take effect on the settlement date unless otherwise stated.
- (2) Before the date on which a provision takes effect, a person may prepare or sign a document or do anything else that is required for—
  - (a) the provision to have full effect on that date; or
  - (b) a power to be exercised under the provision on that date; or
  - (c) a duty to be performed under the provision on that date.

**5 Parts 1 to 4 bind the Crown**

**Parts 1 to 4** bind the Crown.

**6 Outline**

- (1) This section is a guide to the overall scheme and effect of **Parts 1 to 4**, but does not affect the interpretation or application of **Parts 1 to 4** or of the deed of settlement.
- (2) This Part—
  - (a) sets out the purpose of **Parts 1 to 4**; and
  - (b) provides that the provisions of **Parts 1 to 4** take effect on the settlement date unless a provision states otherwise; and
  - (c) specifies that **Parts 1 to 4** bind the Crown; and
  - (d) sets out a summary of the historical account and records the text of the acknowledgements and apology given by the Crown to Tūhoe and recorded in the deed of settlement; and
  - (e) defines terms used in **Parts 1 to 4**, including key terms such as Tūhoe and historical claims; and
  - (f) provides that the settlement of the historical claims is final; and
  - (g) provides for—
    - (i) the effect of the settlement of the historical claims on the jurisdiction of a court, tribunal, or other judicial body in respect of the historical claims; and
    - (ii) a consequential amendment to the Treaty of Waitangi Act 1975; and

- (iii) the effect of the settlement on certain resumptive memorials; and
  - (iv) the exclusion of the law against perpetuities; and
  - (v) access to the deed of settlement.
- (3) **Part 2** provides for cultural redress, including—
  - (a) cultural redress requiring vesting in the trustees of the fee simple estate in the cultural redress properties; and
  - (b) cultural redress that does not involve the vesting of land, namely—
    - (i) protocols for primary industries and taonga tū-turu, on the terms set out in part 5 of the documents schedule; and
    - (ii) the establishment of the Tūhoe fisheries advisory committee; and
    - (iii) the provision of official geographic names; and
    - (iv) provision for Tūhoe to appoint a member of the Rangitaiki River Forum established by section 104 of the Ngāti Manawa Claims Settlement Act 2012 and section 108 of the Ngāti Whare Claims Settlement Act 2012.
- (4) **Part 3** provides for commercial redress, including—
  - (a) in **subpart 1**, the transfer of deferred selection properties; and
  - (b) in **subpart 2**, the right of first refusal (RFR) redress.
- (5) **Part 4** sets out transitional and miscellaneous matters to provide for—
  - (a) the dissolution of the Tuhoe-Waikaremoana Maori Trust Board; and
  - (b) the transfer of the assets of that Board to the trustees and other transitional matters relevant to the change of governance structure; and
  - (c) the merger of certain charitable trusts; and
  - (d) the recognition of the Tūhoe Charitable Trust for certain purposes under the Maori Fisheries Act 2004; and
  - (e) amendments to other enactments.
- (6) There are 4 schedules, as follows:
  - (a) **Schedule 1** lists, in **Part 1**, the hapū of Tūhoe; and in **Part 2**, the claims within the meaning of historical claims of Tūhoe:

- (b) **Schedule 2** describes the cultural redress properties:
- (c) **Schedule 3** sets out provisions that apply to notices given in relation to RFR land:
- (d) **Schedule 4** sets out consequential amendments.

*Summary of historical account,  
acknowledgements and apology*

**7 Summary of historical account, acknowledgements and apology**

- (1) **Section 8** summarises the historical account in the deed of settlement, setting out the basis for the acknowledgements and apology given by the Crown.
- (2) **Sections 9 and 10** record the text of the acknowledgements and apology given by the Crown to Tūhoe in the deed of settlement.
- (3) The acknowledgements and apology are to be read together with the historical account recorded in part 5 of the deed of settlement.

**8 Summary of historical account**

- (1) Tūhoe did not sign the Treaty of Waitangi, and the Crown had no official presence in Te Urewera before the 1860s. Tūhoe remained in full control of their customary lands until 1865 when the Crown confiscated much of their most productive land, even though they were not in rebellion and the confiscation was not directed at Tūhoe.
- (2) The prejudice created by the confiscation was exacerbated by the Compensation Court process, which returned much of the confiscated land to other Māori but excluded Tūhoe from land they traditionally occupied and cultivated.
- (3) After the confiscation the Crown waged war in Te Urewera until 1871 as it sought to apprehend those responsible for the 1865 death of Crown official Fulloon and then capture Te Kooti following his escape from Crown detention. The Crown extensively used “scorched earth” tactics, and was responsible for the execution of unarmed prisoners and the killing of non-combatants. In 1870, Tūhoe were forced out of Te Urewera and detained at Te Putere, where they suffered further

*g A*



hardship. The wars caused Tūhoe to suffer widespread starvation and extensive loss of life.

- (4) In 1871, peace was restored to Te Urewera when the Crown withdrew its forces and agreed to leave Tūhoe to manage their own affairs. A governing council of chiefs, Te Whitu Tekau, was then established to uphold mana motuhake in Te Urewera.
- (5) Between the 1870s and the 1890s, Crown pressure and the claims of other iwi led to the introduction into Te Urewera of the Native Land Court, surveying and land purchases despite Te Whitu Tekau opposition. In 1875, the Crown induced Tūhoe to sell a large area of land at Waikaremoana by threatening to confiscate their interests if they did not sell.
- (6) Tūhoe sought to protect their remaining lands from sale and in 1896 Parliament enacted the Urewera District Native Reserve Act. This provided for local self-government over a 656 000-acre Urewera Reserve, and for decisions about the use of land to be made collectively and according to Māori custom. Tūhoe believed this system would protect their lands from sale. However, the Crown did not implement the self-government provisions of the Act and undermined its protective provisions.
- (7) Between 1896 and 1921, Crown purchasing in and around Te Urewera (some of which was illegal), and roading and survey costs imposed on Tūhoe under the 1921 Urewera Consolidation Scheme resulted in a significant loss of land. Harsh tactics were used to acquire land at Waikaremoana, where the Crown assumed control over Lake Waikaremoana and resisted attempts for decades by Māori owners to secure title to the lakebed.
- (8) In 1916, 70 armed police arrested Tūhoe prophet Rua Kēnana at Maungapōhatu. Two Tūhoe men were killed during the arrest. Rua was cleared of 8 charges, including sedition, but was convicted of moral resistance relating to an earlier arrest attempt and jailed. The Maungapohatu community went into decline after this and has not recovered.
- (9) Following the 1921 Consolidation Scheme, Tūhoe were only left with 16% of the Urewera Reserve, much of which was

unsuited to settlement or economic development. This was insufficient to support an increasing population.

- (10) In 1954, the Crown established Te Urewera National Park, which included most of Tūhoe's traditional lands. The Crown neither consulted Tūhoe about the establishment of the park nor about its 1957 expansion, and did not recognise Tūhoe as having any special interest in the park or its governance. National park policies led to restrictions on Tūhoe's customary use of Te Urewera and their own adjoining land.
- (11) Today, around 85% of Tūhoe live outside Te Urewera. Those who remain struggle to make a living and face various restrictions placed on the land and resources in the area. Many suffer from socio-economic deprivation of a severe nature.

## **9 Acknowledgements**

- (1) The Crown acknowledges that Tūhoe did not sign the Treaty of Waitangi in 1840. The Crown's authority over New Zealand rested in part on the Treaty and the Crown's Treaty obligations, including its protective guarantees, applied to Tūhoe. The Crown acknowledges that it has failed to meet many of its Treaty obligations to Tūhoe. Despite the previous efforts of Tūhoe, the Crown has failed to deal with the long-standing and legitimately held grievances of Tūhoe in an appropriate way, and recognition of those grievances is long overdue. The sense of grief and loss suffered by Tūhoe and the impact of the Crown's failings endure today.
- (2) The Crown acknowledges that—
  - (a) prior to 1865, Tūhoe retained full control over their customary lands and resources while engaging with te ao hou; and
  - (b) prior to the 1866 eastern Bay of Plenty confiscation, the Crown had not established a meaningful relationship with Tūhoe; and
  - (c) the confiscation was indiscriminate in extent and application and included Tūhoe lands even though as an iwi they were not in rebellion; and
  - (d) the confiscation deprived Tūhoe of access to their wāhi tapu, traditional sources of food, and other resources and severed their ties to much of the land; and

- (e) the confiscation was unjust and excessive and had a devastating effect on the mana, welfare, economy, and development of Tūhoe and was a breach of the Treaty of Waitangi and its principles.
- (3) The Crown acknowledges that the prejudice created by the confiscation was compounded by the inadequacies of the Compensation Court in that—
- (a) in many cases the Compensation Court validated prior arrangements made by a Crown official with other tribal groups for the distribution of land in the confiscation district which did not take account of Tūhoe customary interests; and
  - (b) the Compensation Court process excluded Tūhoe from all the land they had traditionally occupied and cultivated in the confiscated block; and
  - (c) the Crown's failure to ensure that the interests of Tūhoe in the confiscated land were protected was in breach of the Treaty of Waitangi and its principles.
- (4) The Crown acknowledges that some Tūhoe assisted the Crown in its hunt for Te Kooti and Kereopa and that many felt pressured to do so.
- (5) The Crown acknowledges that its conduct during its attacks on Te Urewera and its surrounds between 1865 and 1871 included—
- (a) the failure to properly monitor and control the actions of the armed forces, resulting in—
    - (i) the execution of unarmed Tūhoe prisoners at Mangarua (near Waikaremoana) in 1866 and at Ngātapa in 1869; and
    - (ii) the execution of Tūhoe prisoners at Ruatāhuna in 1869; and
    - (iii) the killing of non-combatants including men, women, and children, and the desecration of bodies, human remains, and urupā at Te Whata-a-pona, Ōpūtao, Tahora, and in the Ruatāhuna district; and
  - (b) the use of the “scorched earth” policy which resulted in the widespread destruction of kāinga, pā, cultivations, food stores, animals, wāhi tapu, and taonga.

The Crown acknowledges that the impacts of these actions on Tūhoe included widespread starvation and extensive loss of life. The Crown's actions had an enduring and devastating effect on the mana, social structure, and well-being of the iwi. The Crown acknowledges that its conduct showed reckless disregard for Tūhoe, went far beyond what was necessary or appropriate in the circumstances, and was in breach of the Treaty of Waitangi and its principles.

- (6) The Crown acknowledges that—
  - (a) the length of time that those who were kept in detention at Te Pūtere and on the Chatham Islands went beyond what was necessary and appropriate; and
  - (b) its failure to provide for all non-combatants, including those kept in exile, inflicted unwarranted hardship on them; and
  - (c) it failed to grant to Tūhoe the reserve established at Te Pūtere and promised to them; and
  - (d) these actions were in breach of the Treaty of Waitangi and its principles.
- (7) The Crown acknowledges that it breached the rongopai with Tūhoe in 1870 when its armed forces attacked Whakarae and when they destroyed all pā, kāinga, and food supplies around Lake Waikaremoana, and that this was in breach of the Treaty of Waitangi and its principles.
- (8) The Crown acknowledges that its confiscation of part of the rohe of Tūhoe and its subsequent conduct in warfare began to erode Tūhoe's mana motuhake, which was guaranteed to them under the Treaty. These Crown actions undermined chiefly authority and the political impacts resonate today.
- (9) The Crown acknowledges that Tūhoe were not compensated for the excessive Crown actions which caused catastrophic and immediate prejudice to the people of Te Urewera, and that Tūhoe have had to endure the lasting impacts for many generations.
- (10) The Crown acknowledges that Tūhoe did not receive any compensation following the acquisition of Onepoto and other land beside the Waikaretāheke River, including its timber resources, in 1872, and that this was in breach of the Treaty of Waitangi and its principles.

- (11) The Crown acknowledges that in 1875 it acquired all of Tūhoe interests in 172 500 acres in the four southern blocks in southern Waikaremoana, including Onepoto, after threatening to confiscate Tūhoe interests in this land. The aggressive measures undertaken to acquire land in this district had lasting and detrimental effects on the customary interests of Tūhoe at Waikaremoana and breached the Treaty of Waitangi and its principles.
- (12) The Crown acknowledges that—
- (a) the titles Tūhoe received for four reserves at Whareama, Te Kōpani, Te Heiotāhoka, and Ngāpūtahi were granted to 60 individuals rather than all Tūhoe owners; and
  - (b) title to the four reserves was not awarded until 1889 and Whareama and Ngāpūtahi remained with no legal access; and
  - (c) Whareama and Ngāpūtahi were subsequently included in the Urewera Consolidation Scheme against the wishes of Tūhoe and were acquired by the Crown in 1921.
- (13) The Crown acknowledges that—
- (a) it did not consult Tūhoe about the introduction of native land laws; and
  - (b) more than 1.1 million acres of land in which Tūhoe claimed interests was surveyed and put through the Native Land Court between 1867 and 1894 despite Tūhoe opposition to the Native Land Court; and
  - (c) Tūhoe incurred heavy costs and endured great inconvenience attending Native Land Court hearings outside their rohe.
- (14) The Crown acknowledges that—
- (a) it did not formally recognise Te Whitu Tekau as a political institution after the leaders of Te Urewera established it in 1872 as a governing council to uphold mana motuhake in Te Urewera following the “peace compact”; and
  - (b) Te Whitu Tekau objected to land dealings, roads, surveys, and the Native Land Court operating within the boundaries it had established; and

- (c) despite Te Whitu Tekau policies the Crown eventually exerted pressure to open up Te Urewera to surveying, Native Land Court sittings, and roads.
- (15) The Crown acknowledges that it introduced the Native Land Court to Tūhoe lands despite the opposition of Te Whitu Tekau and that the operation and impact of the native land laws, in particular, the awarding of titles to individuals rather than to hapū or iwi, made Tūhoe lands more susceptible to partition, fragmentation, and alienation. This contributed to the undermining of their tribal structures, which were based on collective tribal and hapū custodianship. The Crown failed to protect these structures and this was a breach of the Treaty of Waitangi and its principles.
- (16) The Crown acknowledges that—
- (a) failures to implement the requirement of native land legislation to notify all potential claimants of upcoming title investigations led to Tūhoe being excluded from titles for the Kūhāwāea and Waipāoa blocks; and
  - (b) failures to implement the requirement of native land legislation to notify the Ngāti Haka Patuheuheu owners of a partition hearing for Waiōhau 1B meant that they were unable to protect their interests in the block; and
  - (c) processes of rehearing, petition, and Crown inquiry were ineffective in remedying the previous notification failures and protecting Tūhoe interests in the Kuhawaea and Waipāoa blocks and Ngāti Haka Patuheuheu interests in Waiōhau 1B, breaching the Treaty of Waitangi and its principles.
- (17) The Crown acknowledges that one of its objectives in 1873 when it began purchasing land on the edges of the Tūhoe rohe was to undermine the ring-boundary—the rohe pōtae—established by Te Whitu Tekau. The opening up of Te Urewera remained a Crown objective for many years.
- (18) The Crown acknowledges that its acquisition of land for unpaid survey costs in 1907, without inquiry into the appropriateness of these costs, resulted in Ngāti Haka Patuheuheu losing large quantities of land in the Matahina and Tuararangaia blocks. The Crown acknowledges that its failure to protect

Ngāi Tūhoe from the burden of these excessive costs was a breach of the Treaty of Waitangi and its principles.

- (19) The Crown acknowledges that—
- (a) it retrospectively authorised the secret survey of Tahora 2, which had been conducted without approval and contrary to survey regulations; and
  - (b) it was aware of significant Tūhoe opposition to the survey, its authorisation, and subsequent court hearings; and
  - (c) Tūhoe then had to sell land they wished to retain to meet the resulting survey costs; and
  - (d) its failure to act with utmost good faith and honesty, and actively protect Tūhoe interests in land they wished to retain, was in breach of the Treaty of Waitangi and its principles.
- (20) The Crown acknowledges that—
- (a) in 1892, due to Tūhoe opposition, it agreed to limit the survey of the Ruātoki block, prevent further surveys, and hearing of Native Land Court claims within Te Urewera in the absence of consent; and
  - (b) despite this agreement, following further obstruction due to disagreement over the agreed boundary of the survey, in 1893 the Crown insisted the entire Ruātoki block was surveyed; and
  - (c) the presence of armed police and a contingent of armed forces ensured the survey proceeded, an action that resulted in further opposition from Tūhoe and ended in the arrest and imprisonment of 4 Tūhoe men and 11 Tūhoe women; and
  - (d) this may have been avoided if the Crown had continued to be willing to negotiate a compromise; and
  - (e) its failure to pursue a peaceful resolution of the dispute was in breach of the Treaty of Waitangi and its principles.
- (21) The Crown acknowledges that the loss of the Waiōhau 1B block in a fraudulent transaction caused great suffering to those Ngāti Haka Patuheuheu who were evicted from their homes in 1907 and that the loss of this land continues to cause prejudice to Ngāti Haka Patuheuheu today.

- (22) The Crown further acknowledges that—
- (a) despite offering its assistance following the fraud’s exposure in 1889, the Crown ultimately gave no assistance to Ngāti Haka Patuheuheu to take their case to the Supreme Court despite repeated requests; and
  - (b) it requested the removal of the caveat placed on Waiōhau 1B without consulting or informing Ngāti Haka Patuheuheu; and
  - (c) it recognised the wrong which could be done to Ngāti Haka Patuheuheu when steps were taken to evict them from their homes in 1906, but did not take adequate steps to prevent this wrong from occurring; and
  - (d) compensation later provided in the form of a small grant of land in another iwi’s rohe was an inadequate and inappropriate remedy for the prejudice suffered by Ngāti Haka Patuheuheu; and
  - (e) these acts and omissions meant that the Crown breached the Treaty of Waitangi and its principles.
- (23) The Crown acknowledges that in 1894 through 1895, Tūhoe negotiated in good faith to secure Crown agreement to a solemn compact respecting their mana motuhake, but that the Crown undermined their mana motuhake and caused Tūhoe severe prejudice by the manner in which it implemented the Urewera District Native Reserve Act 1896 (the **1896 Act**).
- (24) The Crown acknowledges that—
- (a) it caused significant delays in the establishment of the local government provided for under the 1896 Act. This was compounded by unreasonable delays in the establishment of a body to hear appeals from decisions of the Urewera Commission; and
  - (b) it failed to provide options to ensure majority Te Urewera Māori participation in the Urewera Commission when it sat; and
  - (c) it failed to provide any role for Te Urewera Māori on the Urewera Commission appellate body; and
  - (d) it failed to uphold the agreement in the compact that land titles in the Urewera District Native Reserve would be awarded to hapū; and



- (e) it undermined the 1896 Act's core principle of self-government by intervening in 1909 to change the membership of the General Committee, which the Act had provided would be elected; and
  - (f) it ultimately failed to establish an effective system of local land administration and governance and this was a breach of the Treaty of Waitangi and its principles.
- (25) The Crown acknowledges that it breached its compact with Tūhoe by promoting unilateral changes to the 1896 Act and that this breached the Treaty of Waitangi and its principles.
- (26) The Crown acknowledges that—
- (a) it began to illegally purchase individual interests in the Reserve in 1910 without the consent of the General Committee and in 1916 promoted legislation to validate these purchases before continuing to purchase individual interests; and
  - (b) the manner in which its land purchasing undermined the governance of the Reserve and circumvented protection mechanisms of communal decision-making breached the Treaty of Waitangi and its principles.
- (27) The Crown acknowledges that it exempted the Reserve from statutory provisions intended to prevent landlessness and its purchase of more than half of the Reserve by 1921 resulted in many individuals, including World War I veterans, being left landless.
- (28) The Crown acknowledges that—
- (a) it exempted the Reserve from statutory provisions intended to ensure Māori were paid a minimum of Government valuation for their land interests; and
  - (b) it was a monopoly purchaser and paid prices for Reserve land which Tūhoe protested were too low; and
  - (c) it excluded the value of timber when calculating prices for Reserve lands.
- (29) The Crown acknowledges that—
- (a) it was involved in the planning and decision to send a well-armed yet ill-prepared contingent of 70 police to arrest Rua Kēnana at Maungapōhatu on minor liquor charges in April 1916, and that this decision was taken without proper regard to the well-being of the commu-

- nity at Maungapōhatu, nor with sufficient effort by the Crown to promote a peaceful resolution; and
- (b) the arrest was effected on a Sunday, which was illegal; and
  - (c) the excessive force used in the arrest of Rua Kēnana caused the community of Maungapōhatu lasting harm. Among the impacts upon Rua Kēnana and the community of Maungapōhatu were—
    - (i) injuries and the deaths of two young men resulting from the exchange of gunfire that exposed many people including women and children to danger; and
    - (ii) further distress and discomfort for women and children and the theft of possessions during the police occupation of Maungapōhatu; and
    - (iii) the arrest and detention of 31 men; and
    - (iv) the loss of livestock and land interests which the Maungapōhatu people were forced to sell to meet the crippling costs of the trial of Rua Kēnana and the others who were arrested and taken to Auckland. The Crown refused to provide assistance to the community; and
  - (d) the unreasonable manner in which it acted towards Rua Kēnana and the Maungapōhatu community caused them serious prejudice and was a breach of the Treaty of Waitangi and its principles.
- (30) The Crown acknowledges that its actions restricted Tūhoe economic development opportunities by preventing timber sales and preventing Reserve owners from partitioning their interests from those of the Crown prior to the introduction of the Consolidation Scheme in 1921 and this breached the Treaty of Waitangi and its principles.
- (31) The Crown acknowledges that the need for title consolidation arose as a result of its purchasing of individual interests in Urewera Reserve blocks between 1910 and 1921, and that in promoting title consolidation to Tūhoe in 1921 it did not offer them any alternative solution to the title difficulties caused by the purchasing of undefined individual interests.
- (32) The Crown acknowledges that—

- (a) in enacting the Urewera Lands Act 1921-22 the Crown, as co-owner in the Urewera Reserve, did not ensure there were sufficient safeguards to ensure a fair implementation of the Consolidation Scheme; and
  - (b) it weakened opposition to the Consolidation Scheme by purchasing individual interests in several blocks despite having promised not to purchase any further individual interests; and
  - (c) it broke a promise to construct arterial roads in Te Urewera which had been the key reason for Tūhoe consenting to this scheme; and
  - (d) it misled Tūhoe into thinking they were obligated to contribute nearly 40 000 acres for construction of the roads, land which was not returned despite Tūhoe requests, and for which they were only belatedly and partly compensated 37 years later; and
  - (e) it required Tūhoe to pay excessive costs for the surveys required to implement the scheme, and took more than 30 000 acres from Tūhoe for this purpose, but the surveys were not sufficient for the issuing of the land transfer titles promised as part of the Consolidation Scheme; and
  - (f) the survey costs included 4 000 acres acquired through an unrectified survey error for which no compensation was paid; and
  - (g) it did not create some of the reserves such as at Waikokopu hot springs and Maungapōhatu, which were to be retained or allocated to Tūhoe as part of the consolidation of the Crown's interests; and
  - (h) these actions and omissions undermined the integrity of the Urewera Consolidation Scheme and caused significant prejudice to Tūhoe, and breached the Treaty of Waitangi and its principles.
- (33) The Crown acknowledges that—
- (a) it pressured Tūhoe into allowing their interests in the Waikaremoana block to be included in the Urewera Consolidation Scheme by threatening to compulsorily acquire the land; and

- (b) it acquired 90% of Tūhoe interests in the Waikaremoana block by paying 6 shillings an acre in the form of other land which was exchanged for their Waikaremoana land; and
  - (c) it acquired some of the remaining Tūhoe interests in Waikaremoana for cash payments of 6 shillings an acre despite previously agreeing to pay the owners 15 shillings; and
  - (d) it caused considerable hardship to those Tūhoe from whom it acquired the remaining interests by not ensuring that they were paid the interest due on the debentures they accepted; and
  - (e) it did not finally pay off the capital value of the debentures until 25 years after it first became due; and
  - (f) it failed to ensure that Waikaremoana hapū retained sufficient land for their present and future needs; and
  - (g) by these acts and omissions, the Crown breached the Treaty of Waitangi and its principles.
- (34) The Crown acknowledges that—
- (a) it deprived Tūhoe of control of large areas of their remaining farming land over a number of decades in the twentieth century through its administration of development schemes; and
  - (b) it kept land under its control much longer than Tūhoe expected when the development schemes were first established; and
  - (c) the costs of these schemes grew into large debts, some of which were passed on to Tūhoe land owners when their lands were released from Crown control at the conclusion of development schemes.
- (35) The Crown acknowledges that, for many years following the 1918 Native Land Court decision, the Crown did not recognise Tūhoe rights in the bed of Lake Waikaremoana, and caused great prejudice to Tūhoe by administering the lakebed as if it were Crown property. In particular, the Crown acknowledges that,—
- (a) notwithstanding Tūhoe’s interest in the lakebed, the Crown did not consult Tūhoe before commencing the construction of Kaitawa power station, which ultim-

g  
H

- ately led to some of the lakebed becoming dry land and the degradation of fishing stocks; and
- (b) it constructed roads and significant structures on the exposed lakebed without the consent of its owners; and
  - (c) it did not pay Tūhoe rent for this land until 1971, and has never paid Tūhoe for its use of the lakebed before this time; and
  - (d) in its administration of the lakebed the Crown failed for many years to respect Tūhoe's mana motuhake and breached the Treaty of Waitangi and its principles.
- (36) The Crown acknowledges that Tūhoe have a special relationship with Te Urewera National Park, and the resources, wāhi tapu, and taonga that lie within.
- (37) The Crown further acknowledges that—
- (a) it neither consulted Tūhoe about the establishment of the park in 1954, nor about the expansion of the park in 1957; and
  - (b) the governance of the park severely restricted Tūhoe's ability to use and develop the resources of their land adjoining or enclosed by the park; and
  - (c) Tūhoe interests in Lake Waikaremoana were included in the park in 1954 without their consent; and
  - (d) its failure to respect Tūhoe mana motuhake and adequately provide for the interests of Tūhoe in the establishment and governance of Te Urewera National Park breached the Treaty of Waitangi and its principles.
- (38) The Crown acknowledges that,—
- (a) due to Crown policies, from 1930 Tūhoe retained insufficient land to support their recovering population and that many iwi members had to leave Te Urewera in search of employment; and
  - (b) Tūhoe economic development was further hindered by lack of access to finance and the inaccessibility of some of their remaining land due to the lack of roads.
- (39) The Crown acknowledges that Tūhoe who remain within Te Urewera suffer economically due to restrictions placed on their land and resources and that for too long many have suffered from severe socio-economic deprivation.

- (40) The Crown acknowledges that despite the Crown's failures to honour its obligations under the Treaty, Tūhoe men served New Zealand overseas in both world wars. Tūhoe donated to the war fund established during the First World War and participated in the Māori War Effort Organisation in the Second World War. The Crown acknowledges the contribution made by Tūhoe.

#### **10 Apology**

- (1) To the iwi of Tūhoe, to the tipuna, the descendants, the hapū and the whānau, the Crown makes the following long-overdue apology.
- (2) The Crown unreservedly apologises for not having honoured its obligations to Tūhoe under te Tiriti o Waitangi (the Treaty of Waitangi) and profoundly regrets its failure to appropriately acknowledge and respect te mana motuhake o Tūhoe for many generations.
- (3) The relationship between Tūhoe and the Crown, which should have been defined by honour and respect, was instead disgraced by many injustices, including indiscriminate raupatu, wrongful killings, and years of scorched earth warfare. The Crown apologises for its unjust and excessive behaviour and the burden carried by generations of Tūhoe who suffer greatly and carry the pain of their ancestors.
- (4) The Crown is deeply sorry for its failure to make amends for the way it has treated Tūhoe despite the honourable conduct of your leaders. Tūhoe were committed to the peace compact agreed with the Crown in 1871, despite Crown pressure to allow surveys, roads, and the operation of the native land laws to open up Te Urewera. The Crown later denied Tūhoe the right of a self-governing Urewera Reserve by subverting the Urewera District Native Reserve Act 1896. The Crown purchased much of Te Urewera illegally and its actions left Tūhoe bereft.
- (5) The Crown apologises for the exclusion of Tūhoe from the establishment of Te Urewera National Park over their homelands. The Crown also apologises for wrongly treating Lake Waikaremoana as its own for many years.

- (6) Despite the hardship Tūhoe and Tūhoetanga endures, your culture, your language, and identity that is Te Urewera are inextinguishable. The Crown acknowledges you and te mana motuhake o Tūhoe.
- (7) Through this apology and settlement the Crown hopes to honestly confront the past and seeks to atone for its wrongs. The Crown hopes to build afresh its relationship with Tūhoe and that this new relationship will endure for current and future generations.
- (8) Let these words guide our way to a greenstone door—tatau pounamu—which looks back on the past and closes it, which looks forward to the future and opens it.

*Interpretation provisions*

**11 Interpretation of Act generally**

It is the intention of Parliament that the provisions of **Parts 1 to 4** are interpreted in a manner that best furthers the agreements expressed in the deed of settlement.

**12 Interpretation**

In **Parts 1 to 4**, unless the context otherwise requires,—

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

**aquatic life** has the meaning given in section 2(1) of the Conservation Act 1987

**attachments** means the attachments to the deed of settlement

**computer register**—

- (a) has the meaning given in section 4 of the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002; and
- (b) includes, where relevant, a certificate of title issued under the Land Transfer Act 1952

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

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

**Crown—**

- (a) has the meaning given in section 2(1) of the Public Finance Act 1989; and
- (b) for the purposes of **subpart 1 of Part 3**, includes the New Zealand Railways Corporation

**cultural redress property** has the meaning given in **section 22**

**deed of settlement—**

- (a) means the deed of settlement dated 4 June 2013 and signed by—
  - (i) the Right Honourable John Key, Prime Minister of New Zealand, the Honourable Christopher Finlayson, Minister for Treaty of Waitangi Negotiations, the Honourable Simon William English, Minister of Finance, and the Minister of Māori Affairs for and on behalf of the Crown; and
  - (ii) Tāmāti Kruger, Īharāira Tēmara, Irene Williams, Hinerangi Biddle, Tāhae Doherty, Clifford Ākuhata, Matthew Te Pou, Lorna Taylor, Kuini Beattie, Hārata Williams, Titia Graham, Waereti Tait-Rolleston, Rawinia Higgins, Rangihau Te Moana for and on behalf of Tūhoe; and
  - (iii) Tāmāti Kruger, Te Tokawhakaēa Tēmara, Patrick McGarvey, Tāmāti Cairns, Martin Rakuraku, Matthew Te Pou, Lorna Taylor, being the trustees of Tūhoe Te Uru Taumatua; and
- (b) includes—
  - (i) the schedules of, and attachments to, the deed; and
  - (ii) any amendments to the deed or its schedules and attachments

**deferred selection property** has the meaning given in **section 50**

**Director-General** means the Director-General of Conservation

**documents schedule** means the documents schedule of the deed of settlement



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

**Historic Places Trust** has the meaning given to **Trust** in section 2 of the Historic Places Act 1993

**historical claims** has the meaning given in **section 14**

**interest** means a covenant, easement, lease, licence, licence to occupy, tenancy, or other right or obligation affecting a property

**LINZ** means Land Information New Zealand

**local authority** has the meaning given in section 5(1) of the Local Government Act 2002

**member of Tūhoe** means an individual referred to in **section 13(1)(a)**

**property redress schedule** means the property redress schedule of the deed of settlement

**regional council** has the meaning given in section 2(1) of the Resource Management Act 1991

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

**related company** has the meaning given in section 2(3) of the Companies Act 1993

**representative entity** means—

- (a) the trustees; and
- (b) any person (including any trustee) acting for or on behalf of—
  - (i) the collective group referred to in **section 13(1)(a)**; or
  - (ii) 1 or more members of Tūhoe; or
  - (iii) 1 or more of the whānau, hapū, or groups referred to in **section 13(1)(c)**

**reserve** has the meaning given in section 2(1) of the Reserves Act 1977

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

**RFR** means the right of first refusal provided for by **subpart 2 of Part 3**

**RFR land** has the meaning given in **section 58**

**settlement date** means the date that is 20 working days after the date on which **Parts 1 to 4** come into force

**subsidiary** has the meaning given in section 5 of the Companies Act 1993

**Te Urewera** means the entity created by **section 115** in **Parts 5 and 6**

**tikanga** means customary values and practices

**trustees of Tūhoe Te Uru Taumatua** and **trustees** mean the trustees, acting in their capacity as trustees, of that trust

**Tūhoe Te Uru Taumatua** means the Tūhoe Trust established by trust deed dated 5 August 2011

**working day** means a day other than—

- (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign’s birthday, and Labour Day;
- (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;
- (c) the days observed as the anniversaries of the provinces of Auckland and Wellington.

### 13 Meaning of Tūhoe

(1) In **Parts 1 to 4**, **Tūhoe**—

- (a) means the collective group composed of individuals who are descended from 1 or more Tūhoe tipuna or ancestors; and
- (b) includes those individuals; and
- (c) includes every whānau, hapū, or group to the extent that it is composed of those individuals, including the hapū listed in **Part 1 of Schedule 1**.

(2) In this section and **section 14**,—

**area of interest** means the area shown as the Tūhoe area of interest in part 1 of the attachments

**customary rights** means rights exercised according to tikanga Māori, including—

- (a) rights to occupy land; and
- (b) rights in relation to the use of land or other natural or physical resources

**descended** means that a person is descended from another person by—

- (a) birth; or
- (b) legal adoption; or
- (c) Māori customary adoption in accordance with Tūhoe tikanga

**Tūhoe tipuna** means an individual who exercised customary rights by virtue of being descended from Tūhoe or Potiki in relation to the area of interest at any time after 6 February 1840.

#### 14 Meaning of historical claims

- (1) In **Parts 1 to 4, historical claims**—
  - (a) means the claims described in **subsection (2)**; and
  - (b) includes the claims described in **subsection (3)**; but
  - (c) does not include the claims described in **subsection (4)**.
- (2) The historical claims are every claim that Tūhoe or a representative entity had on or before the settlement date, or may have after the settlement date, and that—
  - (a) is founded on a right arising—
    - (i) from the Treaty of Waitangi or its principles; or
    - (ii) under legislation; or
    - (iii) at common law (including aboriginal title or customary law); or
    - (iv) from a fiduciary duty; or
    - (v) otherwise; and
  - (b) arises from, or relates to, acts or omissions before 21 September 1992—
    - (i) by or on behalf of the Crown; or
    - (ii) by or under legislation.
- (3) The historical claims include—
  - (a) every claim to the Waitangi Tribunal that relates exclusively to Tūhoe or a representative entity, including each of the claims listed in **Part 2 of Schedule 1**, to the extent that **subsection (2)** applies to the claim; and
  - (b) any other claim to the Waitangi Tribunal, including each of the following claims, to the extent that **subsection**

- (2)** applies to the claim and the claim relates to Tūhoe or a representative entity:
- (i) Wai 212 (Ikawhenua Lands and Waterways); and
  - (ii) Wai 724 (Murupara Section and Rating Powers Act 1998 Claim); and
  - (iii) Wai 725 (Te Pāhou Blocks).
- (4) However, the historical claims do not include—
- (a) a claim that a member of Tūhoe, or a whānau, hapū, or group referred to in **section 13(1)(c)**, had or may have that is founded on a right arising by virtue of being descended from an ancestor who is not a Tūhoe tipuna; or
  - (b) a claim that a representative entity had or may have that is based on a claim referred to in **paragraph (a)**.
- (5) A claim may be a historical claim whether or not the claim has arisen or been considered, researched, registered, notified, or made on or before the settlement date.

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

**15 Settlement of historical claims final**

- (1) The historical claims are settled.
- (2) The settlement of the historical claims is final and, on and from the settlement date, the Crown is released and discharged from all obligations and liabilities in respect of those claims.
- (3) **Subsections (1) and (2)** do not limit the deed of settlement.
- (4) Despite any other enactment or rule of law, on and from the settlement date, no court, tribunal, or other judicial body has jurisdiction (including the jurisdiction to inquire or further inquire, or to make a finding or recommendation) in respect of—
  - (a) the historical claims; or
  - (b) the deed of settlement; or
  - (c) **Parts 1 to 4**; or
  - (d) **Parts 5 to 7**; or
  - (e) the redress provided under the deed of settlement or **Parts 1 to 4**.
- (5) **Subsection (4)** 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, **Parts 1 to 4**, or **Parts 5 to 7**.

- (6) Despite **subsection (4)(a)** and the provisions of the Treaty of Waitangi Act 1975, the Waitangi Tribunal may complete and release a report on the claims of Tūhoe.
- (7) However, the Waitangi Tribunal must not make recommendations in relation to any of the historical claims.

*Amendment to Treaty of Waitangi Act 1975*

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

- (1) This section amends the Treaty of Waitangi Act 1975.
- (2) In Schedule 3, insert in its appropriate alphabetical order “Te Urewera–Tūhoe Claims Settlement Act **2013, section 15(4) and (5)**”.

*Resumptive memorials no longer to apply*

**17 Certain enactments do not apply**

- (1) The enactments listed in **subsection (2)** do not apply—
  - (a) to land within the RFR area; or
  - (b) for the benefit of Tūhoe or a representative entity.
- (2) The enactments are—
  - (a) Part 3 of the Crown Forest Assets Act 1989;
  - (b) sections 211 to 213 of the Education Act 1989;
  - (c) Part 3 of the New Zealand Railways Corporation Restructuring Act 1990;
  - (d) sections 27A to 27C of the State-Owned Enterprises Act 1986;
  - (e) sections 8A to 8HJ of the Treaty of Waitangi Act 1975.

**18 Resumptive memorials to be cancelled**

- (1) The chief executive of LINZ must issue to the Registrar-General 1 or more certificates that specify the legal description of, and identify the computer register for, each allotment that—
  - (a) is solely within the RFR area; and
  - (b) is subject to a resumptive memorial recorded under any enactment listed in **section 17(2)**.

- (2) The chief executive of LINZ must issue a certificate as soon as is reasonably practicable after the settlement date.
- (3) Each certificate must state that it is issued under this section.
- (4) As soon as is reasonably practicable after receiving a certificate, the Registrar-General must—
  - (a) register the certificate against each computer register identified in the certificate; and
  - (b) cancel each memorial recorded under an enactment listed in **section 17(2)** on a computer register identified in the certificate, but only in respect of each allotment described in the certificate.

*Miscellaneous matters*

**19 Rule against perpetuities does not apply**

- (1) The rule against perpetuities and the provisions of the Perpetuities Act 1964—
  - (a) do not prescribe or restrict the period during which—
    - (i) Tūhoe Te Uru Taumatua may exist in law; or
    - (ii) the trustees may hold or deal with property or income derived from property; and
  - (b) do not 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.
- (2) However, if Tūhoe Te Uru Taumatua is, or becomes, a charitable trust, the application (if any) of the rule against perpetuities or of any provision of the Perpetuities Act 1964 to that trust must be determined under the general law.

**20 Access to deed of settlement**

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

- (a) for inspection free of charge, and for purchase at a reasonable price, at the head office of the Ministry of Justice in Wellington between 9 am and 5 pm on any working day; and

*JA*

- (b) free of charge on an Internet site maintained by or on behalf of the Ministry of Justice.

## Part 2 Cultural redress

### 21 The Crown not prevented from providing other similar redress

- (1) The provision of cultural redress under **subparts 2 to 4 (specified cultural redress)** does not prevent the Crown from doing anything that is consistent with that cultural redress, including—
  - (a) providing the same or similar redress to a person other than Tūhoe or the trustees; or
  - (b) disposing of land.
- (2) However, **subsection (1)** is not an acknowledgement by the Crown or Tūhoe or the trustees that any other iwi or group has interests in relation to land or an area to which any of the specified cultural redress relates.

### Subpart 1—Vesting of cultural redress properties

### 22 Interpretation

In this subpart,—

**Bonisch Road access easement** means the easement registered as easement instrument 9224886.16 and includes any amended, varied, or replacement instrument

**CNI forests properties** means each of the 2 properties that is—

- (a) vested in CNI Iwi Holdings Limited under the Central North Island Forests Land Collective Settlement Act 2008; and
- (b) named in **paragraphs (a) and (b)** of the definition of cultural redress property

**Crown forestry licence** means,—

- (a) for Ngā Tī Whakaaweawe, the Kaingaroa Forest/Reporoa Block Crown forestry licence held in computer interest register SA57A/750; and

- (b) for Kōhanga Tāheke, the Kaingaroa Forest/Headquarters Block Crown forestry licence held in computer interest register SA52D/450

**cultural redress property** means each of the following properties, and each property means the land of that name described in **Schedule 2**:

*CNI forests properties vested in fee simple*

- (a) Kōhanga Tāheke:  
 (b) Ngā Ti Whakaaweawe:

*Property vested in fee simple*

- (c) Onini:  
 (d) Waikokopu:

*Property vested in fee simple to be administered as reserve*

- (e) Te Tii

**easements** means the Bonisch Road access easement, the Road network easement, and the Kaingaroa Forest access easement

**Kaingaroa Forest access easement** means the easement registered as easement instrument 9224886.17 and includes any amended, varied, or replacement instrument

**Road network easement**—

- (a) means the easement registered as easement instrument 8212199.1 as partially surrendered by easement instrument 9224886.3; and  
 (b) includes any amended, varied, or replacement instrument

**Trust Deed and Shareholders' Agreement** has the meaning given in clause 13.3 of the deed of settlement dated 25 June 2008 referred to in section 4 of the Central North Island Forests Land Collective Settlement Act 2008.

*CNI forests properties vested in fee simple*

**23 CNI forests properties**

- (1) The fee simple estate in each of the CNI forests properties vests in the trustees.



- (2) **Subsection (1)** does not take effect until the trustees have entered into a deed of covenant for the CNI forests properties in the form set out in part 8.1 of the documents schedule to give effect to clause 5.2(c) of each of the easements.
- (3) The vesting of the CNI forests properties in the trustees under **subsection (1)** is deemed to be a transfer from CNI Iwi Holdings Limited to the trustees under paragraph 10 of Schedule 3 of the Trust Deed and Shareholders' Agreement.
- (4) Upon the vesting of the CNI forests properties in the trustees,—
  - (a) section 10 of the Central North Island Forests Land Collective Settlement Act 2008 ceases to apply to those properties; and
  - (b) the public right of way easements granted under section 11 of that Act are extinguished to the extent that they apply to those properties.

*Property vested in fee simple*

**24 Onini**

- (1) Onini ceases to be a conservation area under the Conservation Act 1987.
- (2) The fee simple estate in Onini vests in the trustees.
- (3) After the vesting under **subsection (2)**, the trustees are to be treated as if they had been appointed under section 24H(1) of the Conservation Act 1987 to be the manager of any marginal strip within Onini.

**24A Waikokopu**

The fee simple estate in Waikokopu vests in the trustees.

*Property vested in fee simple to be administered  
as reserve*

**25 Te Tii**

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

- (3) Te Tii is declared a reserve and classified as a local purpose reserve for iwi community purposes and nature protection, subject to section 23 of the Reserves Act 1977.
- (4) Te Tii is named Te Tii Local Purpose (Iwi Community Purposes and Nature Protection) Reserve.

*General provisions applying to vesting of  
cultural redress properties*

**26 Properties vest subject to or together with interests**

Each cultural redress property vested under this subpart is subject to, or has the benefit of, any interests listed for the property in the third column of the table in **Schedule 2**.

**27 Registration of ownership**

- (1) This section applies to a cultural redress property vested in the trustees under this subpart.
- (2) **Subsection (3)** applies to a cultural redress property, but only to the extent that the property is all of the land contained in a computer freehold register.
- (3) The Registrar-General must, on written application by an authorised person,—
  - (a) register the trustees as the proprietors of the fee simple estate in the property; and
  - (b) record any entry on the computer freehold register and do anything else necessary to give effect to this subpart and to part 4D of the deed of settlement.
- (4) **Subsection (5)** applies to a cultural redress property, but only to the extent that **subsection (2)** does not apply to the property.
- (5) The Registrar-General must, in accordance with a written application by an authorised person,—
  - (a) create a computer freehold register for the fee simple estate in the property in the name of the trustees; and
  - (b) record on the computer freehold register any interests 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.

*G H*

- (7) A computer freehold register must be created under this section as soon as is reasonably practicable after the settlement date, but no later than—
- (a) 24 months after the settlement date; or
  - (b) any later date that may be agreed in writing by the Crown and the trustees.
- (8) In this section, **authorised person** means a person authorised by—
- (a) the Director-General, in respect of Onini and Te Tii; and
  - (b) the Secretary for Justice, in respect of all other properties.

## 28 Application of Part 4A of Conservation Act 1987

- (1) The vesting of the fee simple estate in a cultural redress property in the trustees under this subpart 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.
- (2) Section 24 of the Conservation Act 1987 does not apply to the vesting of Te Tii.
- (3) If the reservation of Te Tii under this subpart is revoked for all or part of the property, the vesting of the property is no longer exempt from section 24 (except subsection (2A)) of the Conservation Act 1987 for all or that part of the property.
- (4) **Subsections (2) and (3)** do not limit **subsection (1)**.

## 29 Matters to be recorded on computer freehold register

- (1) The Registrar-General must record on the computer freehold register—
- (a) for Te Tii,—
    - (i) that the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply; and
    - (ii) that the land is subject to **sections 28(3) and 32**; and
  - (b) for any other cultural redress property, that the land is subject to Part 4A of the Conservation Act 1987.

- (2) A notification made under **subsection (1)** that land is subject to Part 4A of the Conservation Act 1987 is to be treated as having been made in compliance with section 24D(1) of that Act.
- (3) If the reservation of Te Tii under this subpart is revoked for—
  - (a) all of the property, the Director-General must apply in writing to the Registrar-General to remove from the computer freehold register for the property the notifications that—
    - (i) section 24 of the Conservation Act 1987 does not apply to the property; and
    - (ii) the property is subject to **sections 28(3) and 32**; or
  - (b) part of the property, the Registrar-General must ensure that the notifications referred to in **paragraph (a)** remain only on the computer freehold register for the part of the property that remains a reserve.
- (4) The Registrar-General must comply with an application received in accordance with **subsection (3)(a)**, as relevant.

### 30 Application of other enactments

- (1) The vesting of the fee simple estate in a cultural redress property under this subpart does not—
  - (a) limit section 10 or 11 of the Crown Minerals Act 1991; or
  - (b) affect other rights to subsurface minerals.
- (2) The permission of a council under section 348 of the Local Government Act 1974 is not required for laying out, forming, granting, or reserving a private road, private way, or right of way required to fulfil the terms of the deed of settlement in relation to a cultural redress property.
- (3) 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.
- (4) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to—
  - (a) the vesting of the fee simple estate in a cultural redress property under this subpart; or

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

*Further provisions applying to Te Tii*

**31 Application of other enactments**

- (1) The trustees are the administering body of Te Tii.
- (2) Sections 48A, 114, and 115 of the Reserves Act 1977 apply to Te Tii, despite sections 48A(6), 114(5), and 115(6) of that Act.
- (3) Sections 78(1)(a), 79 to 81, and 88 of the Reserves Act 1977 do not apply in relation to Te Tii.
- (4) If the reservation of Te Tii under this subpart is revoked under section 24 of the Reserves Act 1977 for all or part of Te Tii, section 25(2) of that Act applies to the revocation, but not the rest of section 25.
- (5) The name of Te Tii must not be changed nor a new name assigned to it under section 16(10) of the Reserves Act 1977 without the written consent of the owners of the property, and section 16(10A) of that Act does not apply to the proposed change.

**32 Subsequent transfer of Te Tii**

- (1) This section applies to all or the part of Te Tii that remains a reserve under the Reserves Act 1977 after Te Tii has vested in the trustees under this subpart.
- (2) The fee simple estate in the reserve land may only be transferred in accordance with **section 33 or 34**.
- (3) In this section and **sections 33 to 35**, **reserve land** means the land that remains a reserve as described in **subsection (1)**.

**33 Transfer of reserve land to new administering body**

- (1) The registered proprietors of the reserve land may apply in writing to the Minister for consent to transfer the fee simple estate in the reserve land to 1 or more persons (the **new owners**).
- (2) The Minister must give written consent to the transfer if the registered proprietors satisfy the Minister that the new owners are able to—

*g* *A*

- (a) comply with the requirements of the Reserves Act 1977; and
  - (b) perform the duties of an administering body under that Act.
- (3) The Registrar-General must, upon receiving the required documents, register the new owners as the proprietors of the fee simple estate in the reserve land.
- (4) The required documents are—
- (a) a transfer instrument to transfer the fee simple estate in the reserve land to the new owners, including a notification that the new owners are to hold the reserve land for the same reserve purposes as those for which it was held by the administering body immediately before the transfer; and
  - (b) the written consent of the Minister to the transfer of the reserve land; and
  - (c) any other document required for the registration of the transfer instrument.
- (5) The new owners, from the time of their registration under this section,—
- (a) are the administering body of the reserve land; and
  - (b) hold the reserve land for the same reserve purposes as those for which it was held by the administering body immediately before the transfer.
- (6) A transfer that complies with this section need not comply with any other requirements.

**34 Transfer of reserve land to trustees of existing administering body if trustees change**

The registered proprietors of the reserve land may transfer the fee simple estate in the reserve land if—

- (a) the transferors of the reserve land are or were the trustees of a trust; and
- (b) the transferees are the trustees of the same trust, after any new trustee has been appointed to the trust or any transferor has ceased to be a trustee of the trust; and
- (c) the instrument to transfer the reserve land is accompanied by a certificate given by the transferees, or the trans-

*Y A*

ferrees' solicitor, verifying that **paragraphs (a) and (b)** apply.

**35 Reserve land not to be mortgaged**

The owners of the reserve land must not mortgage, or give a security interest in, the reserve land.

**36 Saving of bylaws, etc, in relation to reserve properties**

- (1) This section applies to any bylaw, or any prohibition or restriction on use or access, that an administering body or the Minister made or imposed under the Conservation Act 1987 or the Reserves Act 1977 in relation to Te Tii before it was vested in the trustees under this subpart.
- (2) The bylaw, prohibition, or restriction remains in force until it expires or is revoked under the Conservation Act 1987 or the Reserves Act 1977.

*Further provision relating to CNI forests properties*

**37 Removal of Crown forestry licence memorial**

- (1) **Subsection (2)** applies if the registered proprietor of a CNI forests property makes a written application to the Registrar-General—
  - (a) confirming that all of the land contained in the computer freehold register for the property was returned on the return date; and
  - (b) containing a statement from the relevant licensee under the Crown forestry licence endorsing **paragraph (a)**.
- (2) The Registrar-General must remove the Crown forestry licence memorial from the computer freehold register for the property.

**37A Removal of public access and easement notations**

- (1) This section applies to the CNI forests properties.
- (2) The Registrar-General must, in accordance with a written application from a person authorised for the purpose by the Secretary of Justice (the **authorised person**), record the following

matters, as provided for by **section 23(4)**, on every relevant computer register:

- (a) section 10 of the Central North Island Forests Land Collective Settlement Act 2008 ceases to apply to the CNI forests properties; and
  - (b) the following public rights of way easements in gross granted under section 11 of that Act are extinguished:
    - (i) for Ngā Tī Whakaaweawe, easement instrument 8276156.1; and
    - (ii) for Kōhanga Tāheke, easement instrument 8276174.1.
- (3) The authorised person must make the written application under **subsection (2)**—
- (a) as soon as practicable after the vesting of the CNI forests properties in the trustees under **section 23(1)**; and
  - (b) before written application is made under **section 27**.

### Subpart 2—Protocols

#### 38 Interpretation

In this subpart,—

**protocol**—

- (a) means each of the following protocols issued under **section 39**:
  - (i) the primary industries protocol;
  - (ii) the taonga tūturu protocol; and
- (b) includes any amendments made under **section 39(1)(b)**

**responsible Minister** means—

- (a) for the primary industries protocol, the Minister for Primary Industries;
- (b) for the taonga tūturu protocol, the Minister for Arts, Culture and Heritage;
- (c) for either of those protocols, any other Minister of the Crown authorised by the Prime Minister to exercise powers and perform functions and duties in relation to the protocol.



*General provisions applying to protocols***39 Issuing, amending, and cancelling protocols**

- (1) Each responsible Minister—
  - (a) must issue a protocol to the trustees on the terms set out in part 5 of the documents schedule; and
  - (b) may amend or cancel that protocol.
- (2) The responsible Minister may amend or cancel a protocol at the initiative of—
  - (a) the trustees; or
  - (b) the responsible Minister.
- (3) The responsible Minister may amend or cancel a protocol only after consulting, and having particular regard to the views of, the trustees.

**40 Protocols subject to rights, functions, and duties**

A protocol does 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, for example, the ability to—
  - (i) introduce legislation and change Government policy; and
  - (ii) interact with or consult a person the Crown considers appropriate, including any iwi, hapū, marae, whānau, or other representative of tangata whenua; or
- (b) the responsibilities of the responsible Minister or a department of State; or
- (c) the legal rights of Tūhoe or a representative entity.

**41 Enforcement of protocols**

- (1) The Crown must comply with a protocol while it is in force.
- (2) If the Crown fails to comply with a protocol without good cause, the trustees may enforce the protocol, subject to the Crown Proceedings Act 1950.
- (3) Despite **subsection (2)**, damages or other forms of monetary compensation are not available as a remedy for a failure by the Crown to comply with a protocol.
- (4) To avoid doubt,—

- (a) **subsections (1) and (2)** do not apply to guidelines developed for the implementation of a protocol; and
- (b) **subsection (3)** does not affect the ability of a court to award costs incurred by the trustees in enforcing a protocol under **subsection (2)**.

*Primary industries*

**42 Primary industries protocol**

- (1) The chief executive of the Ministry for Primary Industries must note a summary of the terms of the primary industries protocol in any fisheries plan that affects the fisheries protocol area.
- (2) The noting of the summary is—
  - (a) for the purpose of public notice only; and
  - (b) not an amendment to a fisheries plan for the purposes of section 11A of the Fisheries Act 1996.
- (3) The primary industries protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, assets or other property rights (including in respect of fish, aquatic life, or seaweed), that are held, managed, or administered under any of the following enactments:
  - (a) the Fisheries Act 1996;
  - (b) the Maori Commercial Aquaculture Claims Settlement Act 2004;
  - (c) the Maori Fisheries Act 2004;
  - (d) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992.
- (4) In this section,—
  - fisheries plan** means a plan approved or amended under section 11A of the Fisheries Act 1996
  - fisheries protocol area** means the area shown on the map attached to the fisheries protocol, together with the adjacent waters.

*Taonga tūturu***43 Taonga tūturu protocol**

- (1) The taonga tūturu protocol does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, taonga tūturu.
- (2) In this section, **taonga tūturu**—
  - (a) has the meaning given in section 2(1) of the Protected Objects Act 1975; and
  - (b) includes ngā taonga tūturu, as defined in section 2(1) of that Act.

## Subpart 3—Fisheries advisory committee

**44 Fisheries advisory committee**

- (1) The Minister for Primary Industries must, on the settlement date, appoint the trustees to be an advisory committee under section 21 of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995 (the **committee**).
- (2) The Minister must consider the advice of the committee that relates to the utilisation and the sustainability of aquatic life, fish, and seaweed administered by the Ministry for Primary Industries under the Fisheries Act 1996 within the fisheries protocol area.
- (3) In considering the advice, the Minister must recognise and provide for the customary non-commercial interests of Tūhoe concerning the utilisation and sustainability of the resources referred to in **subsection (2)**.

## Subpart 4—Official geographic names

**45 Interpretation**

In this subpart,—

**Act** means the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008

**Board** has the meaning given in section 4 of the Act

**official geographic name** has the meaning given in section 4 of the Act.

**46 Official geographic names**

- (1) A name specified in the second column of the table in clause [4.76] of the deed of settlement is the official geographic name of the feature described in the third and fourth columns of that table.
- (2) Each official geographic name is to be treated as if it were an official geographic name that takes effect on the settlement date by virtue of a determination of the Board made under section 19 of the Act.

**47 Publication of official geographic names**

- (1) The Board must, as soon as practicable after the settlement date, give public notice of each official geographic name specified under **section 46** in accordance with section 21(2) and (3) of the Act.
- (2) The notices must state that each official geographic name became an official geographic name on the settlement date.

**48 Subsequent alteration of official geographic names**

- (1) In making a determination to alter the official geographic name of a feature named by this subpart, the Board—
  - (a) need not comply with sections 16, 17, 18, 19(1), and 20 of the Act; but
  - (b) must have the written consent of the trustees.
- (2) To avoid doubt, the Board must give public notice of a determination made under **subsection (1)** in accordance with section 21(2) and (3) of the Act.

**Subpart 5—Rangitāiki River Forum****49 Membership of Tūhoe on Rangitāiki River Forum.**

- (1) On the settlement date, the following appointments may be made to the membership of the Rangitāiki River Forum:
  - (a) the trustees may appoint 1 person; and
  - (b) the Bay of Plenty Regional Council may appoint 1 person (who must be a current councillor of that council).
- (2) The Rangitāiki River Forum is the same body as that established by section 104 of the Ngāti Manawa Claims Settlement

Act 2012 and section 108 of the Ngāti Whare Claims Settlement Act 2012.

- (3) **Subsection (1)** applies despite the composition of the Rangitāiki River Forum provided for by section 108 of the Ngāti Manawa Claims Settlement Act 2012 and section 112 of the Ngāti Whare Claims Settlement Act 2012.
- (4) All the provisions relating to the Rangitāiki River Forum set out in those Acts apply to the appointment of a member by the trustees as if that member were appointed under those Acts.

### Part 3 Commercial redress

#### 50 Interpretation

In **subparts 1 and 2**,—

**deferred selection property** means a property described in subpart A of part 3 of the property redress schedule and for which the requirements for transfer under the deed of settlement have been satisfied

**land holding agency** means the land holding agency specified for a deferred selection property in subpart A of part 3 of the property redress schedule.

#### Subpart 1—Transfer of deferred selection properties

#### 51 The Crown may transfer deferred selection properties

To give effect to part 4C of the deed of settlement, the Crown (acting by and through the chief executive of the land holding agency) is authorised to—

- (a) transfer the fee simple estate in a deferred selection property to the trustees; and
- (b) sign a transfer instrument or other document, or do anything else, as necessary to effect the transfer.

#### 52 Computer freehold registers for deferred selection properties

- (1) This section applies to a deferred selection property to be transferred to the trustees under **section 51**.

- (2) However, this section applies only to the extent that—
  - (a) the property is not all of the land contained in a computer freehold register; or
  - (b) there is no computer freehold register for all or part of the property.
- (3) The Registrar-General must, in accordance with a written application by an authorised person,—
  - (a) create a computer freehold register for the fee simple estate in the property in the name of the Crown; and
  - (b) record on the computer freehold register any interests that are registered, notified, or notifiable and that are described in the application; but
  - (c) omit any statement of purpose from the computer freehold register.
- (4) **Subsection (3)** is subject to the completion of any survey necessary to create a computer freehold register.
- (5) In this section and **section 53**, **authorised person** means a person authorised by the chief executive of the land holding agency for the relevant property.

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

- (1) For the purposes of **section 52**, the authorised person may grant a covenant for the later creation of a computer freehold register for any deferred selection property.
- (2) Despite the Land Transfer Act 1952,—
  - (a) the authorised person may request the Registrar-General to register the covenant under that Act by creating a computer interest register; and
  - (b) the Registrar-General must comply with the request.

**54 Application of other enactments**

- (1) This section applies to the transfer to the trustees of the fee simple estate in a deferred selection property.
- (2) The transfer 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.
- (3) The transfer does not—

- (a) limit section 10 or 11 of the Crown Minerals Act 1991;  
or
  - (b) affect other rights to subsurface minerals.
- (4) The permission of a council under section 348 of the Local Government Act 1974 is not required for laying out, forming, granting, or reserving a private road, private way, or right of way required to fulfil the terms of the deed of settlement in relation to the transfer.
- (5) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to the transfer or to any matter incidental to, or required for the purpose of, the transfer.
- (6) In exercising the powers conferred by **section 51**, the Crown is not required to comply with any other enactment that would otherwise regulate or apply to the transfer.
- (7) **Subsection (6)** is subject to **subsections (2) and (3)**.

**55 Transfer of properties subject to lease**

- (1) This section applies to the Tāneatua School property, a deferred selection property—
- (a) for which the land holding agency is the Ministry of Education; and
  - (b) the ownership of which is to be transferred to the trustees; and
  - (c) that, after the transfer, is to be subject to a lease back to the Crown.
- (2) Section 24 of the Conservation Act 1987 does not apply to the transfer of the property.
- (3) The transfer instrument for the transfer of the property must include a statement that the land is to become subject to **section 56** upon the registration of the transfer.
- (4) The Registrar-General must, upon the registration of the transfer of the property, record on any computer freehold register for the property that—
- (a) the land is subject to Part 4A of the Conservation Act 1987, but that section 24 of that Act does not apply; and
  - (b) the land is subject to **section 56**.
- (5) A notification made under **subsection (4)** that land is subject to Part 4A of the Conservation Act 1987 is to be treated as

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

**56 Requirements if lease terminates or expires**

- (1) This section applies if the lease referred to in **section 55(1)(c)** (or a renewal of that lease) terminates, or expires without being renewed, in relation to all or part of the property that is transferred subject to the lease.
- (2) The transfer of the property is no longer exempt from section 24 (except subsection (2A)) of the Conservation Act 1987 in relation to all or that part of the property.
- (3) The registered proprietors of the property must apply in writing to the Registrar-General,—
  - (a) if no part of the property remains subject to such a lease, to remove from the computer freehold register for the property the notifications that—
    - (i) section 24 of the Conservation Act 1987 does not apply to the property; and
    - (ii) the property is subject to this section; or
  - (b) if only part of the property remains subject to such a lease (the **leased part**), to amend the notifications on the computer freehold register for the property to record that, in relation to the leased part only,—
    - (i) section 24 of the Conservation Act 1987 does not apply to that part; and
    - (ii) that part is subject to this section.
- (4) The Registrar-General must comply with an application received in accordance with **subsection (3)** free of charge to the applicant.

Subpart 2—Right of first refusal over RFR  
land

*Interpretation*

**57 Interpretation**

In this subpart and **Schedule 3**,—

*G A*



**control**, for the purposes of **paragraph (d)** of the definition of Crown body, means,—

- (a) for a company, control of the composition of its board of directors; and
- (b) for another body, control of the composition of the group that would be its board of directors if the body were a company

**Crown body** means—

- (a) a Crown entity, as defined in section 7(1) of the Crown Entities Act 2004; and
- (b) a State enterprise, as defined in section 2 of the State-Owned Enterprises Act 1986; and
- (c) the New Zealand Railways Corporation; and
- (d) a company or body that is wholly owned or controlled by 1 or more of the following:
  - (i) the Crown;
  - (ii) a Crown entity;
  - (iii) a State enterprise;
  - (iv) the New Zealand Railways Corporation; and
- (e) a subsidiary or related company of a company or body referred to in **paragraph (d)**

**dispose of**, in relation to RFR land,—

- (a) means—
  - (i) to transfer or vest the fee simple estate in the land; or
  - (ii) to grant a lease of the land for a term that is, or will be (if any rights of renewal or extension are exercised under the lease), 50 years or longer; but
- (b) to avoid doubt, does not include—
  - (i) to mortgage, or give a security interest in, the land; or
  - (ii) to grant an easement over the land; or
  - (iii) to consent to an assignment of a lease, or to a sublease, of the land; or
  - (iv) to remove an improvement, a fixture, or a fitting from the land

**expiry date**, in relation to an offer, means its expiry date under **sections 60(2)(a) and 61**

**notice** means a notice given under this subpart

**offer** means an offer by an RFR landowner, made in accordance with **section 60**, to dispose of RFR land to the trustees

**public work** has the meaning given in section 2 of the Public Works Act 1981

**RFR area** means the area shown on SO 464047 in part 3.1 of the attachments

**RFR land** has the meaning given in **section 58**

**RFR landowner**, in relation to RFR land,—

- (a) means the Crown, if the land is vested in the Crown or the Crown holds the fee simple estate in the land; and
- (b) means a Crown body, if the body holds the fee simple estate in the land; and
- (c) includes a local authority to which RFR land has been disposed of under **section 66(1)**; but
- (d) to avoid doubt, does not include an administering body in which RFR land is vested—
  - (i) on the settlement date; or
  - (ii) after the settlement date, under **section 67(1)**

**RFR period** means the period of 172 years on and from the settlement date.

## 58 Meaning of RFR land

(1) In this subpart, **RFR land** means—

- (a) land within the RFR area that, on the settlement date, is—
  - (i) vested in the Crown; or
  - (ii) held in fee simple by the Crown; or
  - (iii) a reserve vested in an administering body that derived title to the reserve from the Crown and that would, on the application of section 25 or 27 of the Reserves Act 1977, revert in the Crown; and
- (b) the land described in part 3.2 of the attachments that, on the settlement date, is vested in or held in fee simple by the New Zealand Railways Corporation; and
- (c) any land obtained in exchange for a disposal of RFR land under **section 71(1)(c) or 72**.

(2) However, land ceases to be RFR land if—

- (a) the fee simple estate in the land transfers from the RFR landowner to—
    - (i) the trustees or their nominee (for example, under **section 51** or under a contract formed under **section 64**); or
    - (ii) any other person (including the Crown or a Crown body) under **section 59(c)**; or
  - (b) the fee simple estate in the land transfers or vests from the RFR landowner to or in a person other than the Crown or a Crown body—
    - (i) under any of **sections 68 to 75** (which relate to permitted disposals of RFR land); or
    - (ii) under any matter referred to in **section 76(1)** (which specifies matters that may override the obligations of an RFR landowner under this sub-part); or
  - (c) the RFR period for the land ends.
- (3) To avoid doubt, land within the RFR area that is vested in Te Urewera on the settlement date is not RFR land.

*Restrictions on disposal of RFR land*

**59 Restrictions on disposal of RFR land**

An RFR landowner must not dispose of RFR land to a person other than the trustees or their nominee unless the land is disposed of—

- (a) under any of **sections 65 to 75**; or
- (b) under any matter referred to in **section 76(1)**; or
- (c) within 2 years after the expiry date of an offer by the RFR landowner to dispose of the land to the trustees if the offer to the trustees was—
  - (i) made in accordance with **section 60**; and
  - (ii) made on terms that were the same as, or more favourable to the trustees than, the terms of the disposal to the person; and
  - (iii) not withdrawn under **section 62**; and
  - (iv) not accepted under **section 63**.

*Trustees' right of first refusal***60 Requirements for offer**

- (1) An offer by an RFR landowner to dispose of RFR land to the trustees must be by notice to the trustees.
- (2) The notice must include—
  - (a) the terms of the offer, including its expiry date; and
  - (b) the legal description of the land, including any interests affecting it, and the reference for any computer register for the land; and
  - (c) a street address for the land (if applicable); and
  - (d) a street address, postal address, and fax number for the trustees to give notices to the RFR landowner in relation to the offer.

**61 Expiry date of offer**

- (1) The expiry date of an offer must be on or after the date that is 20 working days after the date on which the trustees receive notice of the offer.
- (2) However, the expiry date of an offer may be on or after the date that is 10 working days after the date on which the trustees receive notice of the offer if—
  - (a) the trustees received an earlier offer to dispose of the land; and
  - (b) the expiry date of the earlier offer was not more than 6 months before the expiry date of the later offer; and
  - (c) the earlier offer was not withdrawn.

**62 Withdrawal of offer**

The RFR landowner may, by notice to the trustees, withdraw an offer at any time before it is accepted.

**63 Acceptance of offer**

- (1) The trustees may, by notice to the RFR landowner who made an offer, accept the offer if—
  - (a) it has not been withdrawn; and
  - (b) its expiry date has not passed.
- (2) The trustees must accept all the RFR land offered, unless the offer permits them to accept less.

**64 Formation of contract**

- (1) If the trustees accept an offer by an RFR landowner to dispose of RFR land, a contract for the disposal of the land is formed between the RFR landowner and the trustees on the terms in the offer.
- (2) The terms of the contract may be varied by written agreement between the RFR landowner and the trustees.
- (3) Under the contract, the trustees may nominate any person other than the trustees (the **nominee**) to receive the transfer of the RFR land.
- (4) The trustees may nominate a nominee only if—
  - (a) the nominee is lawfully able to hold the RFR land; and
  - (b) notice is given to the RFR landowner on or before the day that is 10 working days before the day on which the transfer is to settle.
- (5) The notice must specify—
  - (a) the full name of the nominee; and
  - (b) any other details about the nominee that the RFR landowner needs in order to transfer the RFR land to the nominee.
- (6) If the trustees nominate a nominee, the trustees remain liable for the obligations of the transferee under the contract.

*Disposals to others but land remains RFR land***65 Disposal to the Crown or Crown bodies**

- (1) An RFR landowner may dispose of RFR land to—
  - (a) the Crown; or
  - (b) a Crown body.
- (2) To avoid doubt, the Crown may dispose of RFR land to a Crown body in accordance with section 143(5) or 206 of the Education Act 1989.

**66 Disposal of existing public works to local authorities**

- (1) An RFR landowner may dispose of RFR land that is a public work, or part of a public work, in accordance with section 50 of the Public Works Act 1981 to a local authority, as defined in section 2 of that Act.

- (2) To avoid doubt, if RFR land is disposed of to a local authority under **subsection (1)**, the local authority becomes—
- (a) the RFR landowner of the land; and
  - (b) subject to the obligations of an RFR landowner under this subpart.

**67 Disposal of reserves to administering bodies**

- (1) An RFR landowner may dispose of RFR land in accordance with section 26 or 26A of the Reserves Act 1977.
- (2) To avoid doubt, if RFR land that is a reserve is vested in an administering body under **subsection (1)**, the administering body does not become—
- (a) the RFR landowner of the land; or
  - (b) subject to the obligations of an RFR landowner under this subpart.
- (3) However, if RFR land vests back in the Crown under section 25 or 27 of the Reserves Act 1977, the Crown becomes—
- (a) the RFR landowner of the land; and
  - (b) subject to the obligations of an RFR landowner under this subpart.

*Disposals to others where land may cease to be  
RFR land*

**68 Disposal in accordance with obligations under enactment or rule of law**

An RFR landowner may dispose of RFR land in accordance with an obligation under any enactment or rule of law.

**69 Disposal in accordance with legal or equitable obligations**

An RFR landowner may dispose of RFR land in accordance with—

- (a) a legal or an equitable obligation that—
  - (i) was unconditional before the settlement date; or
  - (ii) was conditional before the settlement date but became unconditional on or after the settlement date; or

*g A*

- (iii) arose after the exercise (whether before, on, or after the settlement date) of an option existing before the settlement date; or
- (b) the requirements, existing before the settlement date, of a gift, an endowment, or a trust relating to the land.

**70 Disposal by the Crown under certain legislation**

An RFR landowner may dispose of RFR land in accordance with—

- (a) section 54(1)(d) of the Land Act 1948; or
- (b) section 355(3) of the Resource Management Act 1991; or
- (c) section 34, 43, or 44 of the Marine and Coastal Area (Takutai Moana) Act 2011.

**71 Disposal of land held for public works**

(1) An RFR landowner may dispose of RFR land in accordance with—

- (a) section 40(2) or (4) or 41 of the Public Works Act 1981 (including as applied by another enactment); or
- (b) section 52, 105(1), 106, 114(3), 117(7), or 119 of the Public Works Act 1981; or
- (c) section 117(3)(a) of the Public Works Act 1981; or
- (d) section 117(3)(b) of the Public Works Act 1981, if the land is disposed of to the owner of adjoining land; or
- (e) section 23(1) or (4), 24(4), or 26 of the New Zealand Railways Corporation Restructuring Act 1990.

(2) To avoid doubt, RFR land may be disposed of by an order of the Maori Land Court under section 134 of Te Ture Whenua Maori Act 1993, after an application by an RFR landowner under section 41(e) of the Public Works Act 1981.

**72 Disposal for reserve or conservation purposes**

An RFR landowner may dispose of RFR land in accordance with—

- (a) section 15 of the Reserves Act 1977; or
- (b) section 16A or 24E of the Conservation Act 1987.

**73 Disposal for charitable purposes**

An RFR landowner may dispose of RFR land as a gift for charitable purposes.

**74 Disposal to tenants**

The Crown may dispose of RFR land—

- (a) that was held on the settlement date for education purposes to a person who, immediately before the disposal, is a tenant of the land or all or part of a building on the land; or
- (b) under section 67 of the Land Act 1948, if the disposal is to a lessee under a lease of the land granted—
  - (i) before the settlement date; or
  - (ii) on or after the settlement date under a right of renewal in a lease granted before the settlement date; or
- (c) under section 93(4) of the Land Act 1948.

*Disposals where land ceases to be RFR land***75 Disposal to Te Urewera**

An RFR landowner may dispose of RFR land to Te Urewera in accordance with any provisions relating to that land in **Parts 5 and 6**.

*RFR landowner obligations***76 RFR landowner's obligations subject to other matters**

- (1) An RFR landowner's obligations under this subpart in relation to RFR land are subject to—
  - (a) any other enactment or rule of law except that, in the case of a Crown body, the obligations apply despite the purpose, functions, or objectives of the Crown body; and
  - (b) any interest, or legal or equitable obligation, that—
    - (i) prevents or limits an RFR landowner's disposal of RFR land to the trustees; and
    - (ii) the RFR landowner cannot satisfy by taking reasonable steps; and



- (c) the terms of a mortgage over, or security interest in, RFR land.
- (2) Reasonable steps, for the purposes of **subsection (1)(b)(ii)**, do not include steps to promote the passing of an enactment.

*Notices about RFR land*

**77 Notice to LINZ of RFR land with computer register after settlement date**

- (1) If a computer register is first created for RFR land after the settlement date, the RFR landowner must give the chief executive of LINZ notice that the register has been created.
- (2) If land for which there is a computer register becomes RFR land after the settlement date, the RFR landowner must give the chief executive of LINZ notice that the land has become RFR land.
- (3) The notice must be given as soon as is reasonably practicable after a computer register is first created for the RFR land or after the land becomes RFR land.
- (4) The notice must include the legal description of the land and the reference for the computer register.

**78 Notice to trustees of disposal of RFR land to others**

- (1) An RFR landowner must give the trustees notice of the disposal of RFR land by the landowner to a person other than the trustees or their nominee.
- (2) The notice must be given on or before the date that is 20 working days before the day of the disposal.
- (3) The notice must include—
  - (a) the legal description of the land, including any interests affecting it; and
  - (b) the reference for any computer register for the land; and
  - (c) the street address for the land (if applicable); and
  - (d) the name of the person to whom the land is being disposed of; and
  - (e) an explanation of how the disposal complies with **section 59**; and
  - (f) if the disposal is to be made under **section 59(c)**, a copy of any written contract for the disposal.

*J A*

**79 Notice to LINZ of land ceasing to be RFR land**

- (1) This section applies if land contained in a computer register is to cease being RFR land because—
- (a) the fee simple estate in the land is to transfer from the RFR landowner to—
    - (i) the trustees or their nominee (for example, under **section 51** or under a contract formed under **section 64**); or
    - (ii) any other person (including the Crown or a Crown body) under **section 59(c)**; or
  - (b) the fee simple estate in the land is to transfer or vest from the RFR landowner to or in a person other than the Crown or a Crown body—
    - (i) under any of **sections 68 to 75**; or
    - (ii) under any matter referred to in **section 76(1)**.
- (2) The RFR landowner must, as early as practicable before the transfer or vesting, give the chief executive of LINZ notice that the land is to cease being RFR land.
- (3) The notice must include—
- (a) the legal description of the land; and
  - (b) the reference for the computer register for the land; and
  - (c) the details of the transfer or vesting of the land.

**80 Notice requirements**

**Schedule 3** applies to notices given under this subpart by or to—

- (a) an RFR landowner; or
- (b) the trustees.

*Right of first refusal recorded on computer registers*

**81 Right of first refusal to be recorded on computer registers for RFR land**

- (1) The chief executive of LINZ must issue to the Registrar-General 1 or more certificates that specify the legal descriptions of, and identify the computer registers for,—
- (a) the RFR land for which there is a computer register on the settlement date; and

- (b) the RFR land for which a computer register is first created after the settlement date; and
  - (c) land for which there is a computer register that becomes RFR land after the settlement date.
- (2) The chief executive must issue a certificate as soon as is reasonably practicable—
- (a) after the settlement date, for RFR land for which there is a computer register on the settlement date; or
  - (b) for any other land, after receiving a notice under **section 77** that a computer register has been created for the RFR land or that the land has become RFR land.
- (3) Each certificate must state that it is issued under this section.
- (4) The chief executive must provide a copy of each certificate to the trustees as soon as is reasonably practicable after issuing the certificate.
- (5) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under this section, record on each computer register for the RFR land identified in the certificate that the land is—
- (a) RFR land, as defined in **section 58**; and
  - (b) subject to this subpart (which restricts disposal, including leasing, of the land).

## **82 Removal of notifications when land to be transferred or vested**

- (1) The chief executive of LINZ must, before registration of the transfer or vesting of land described in a notice received under **section 79**, issue to the Registrar-General a certificate that includes—
- (a) the legal description of the land; and
  - (b) the reference for the computer register for the land; and
  - (c) the details of the transfer or vesting of the land; and
  - (d) a statement that the certificate is issued under this section.
- (2) The chief executive must provide a copy of each certificate to the trustees as soon as is reasonably practicable after issuing the certificate.

- (3) If the Registrar-General receives a certificate issued under this section, he or she must, immediately before registering the transfer or vesting described in the certificate, remove from the computer register identified in the certificate any notification recorded under **section 81** for the land described in the certificate.

### **83 Removal of notifications when RFR period ends**

- (1) The chief executive of LINZ must, as soon as is reasonably practicable after the RFR period ends in respect of any RFR land, issue to the Registrar-General a certificate that includes—
  - (a) the reference for each computer register for that RFR land that still has a notification recorded under **section 81**; and
  - (b) a statement that the certificate is issued under this section.
- (2) The chief executive must provide a copy of each certificate to the trustees as soon as is reasonably practicable after issuing the certificate.
- (3) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under this section, remove any notification recorded under **section 81** from any computer register identified in the certificate.

#### *General provisions applying to right of first refusal*

### **84 Waiver and variation**

- (1) The trustees may, by notice to an RFR landowner, waive any or all of the rights the trustees have in relation to the landowner under this subpart.
- (2) The trustees and an RFR landowner may agree in writing to vary or waive any of the rights each has in relation to the other under this subpart.
- (3) A waiver or an agreement under this section is on the terms, and applies for the period, specified in it.

**85 Disposal of Crown bodies not affected**

This subpart does not limit the ability of the Crown, or a Crown body, to sell or dispose of a Crown body.

**86 Assignment of rights and obligations under this subpart**

(1) **Subsection (3)** applies if the RFR holder—

(a) assigns the RFR holder's rights and obligations under this subpart to 1 or more persons in accordance with the RFR holder's constitutional document; and

(b) has given the notices required by **subsection (2)**.

(2) The RFR holder must give notices to each RFR landowner—

(a) stating that the RFR holder's rights and obligations under this subpart are being assigned under this section; and

(b) specifying the date of the assignment; and

(c) specifying the names of the assignees and, if they are the trustees of a trust, the name of the trust; and

(d) specifying the street address, postal address, or fax number for notices to the assignees.

(3) This subpart and **Schedule 3** apply to the assignees (instead of to the RFR holder) as if the assignees were the trustees, with any necessary modifications.

(4) In this section,—

**constitutional document** means the trust deed or other instrument adopted for the governance of the RFR holder

**RFR holder** means the 1 or more persons who have the rights and obligations of the trustees under this subpart, either because—

(a) they are the trustees; or

(b) they have previously been assigned those rights and obligations under this section.

**Part 4****Transitional matters, repeal, and revocations****87 Interpretation**

In this Part, unless the context otherwise requires,—

**assets and liabilities—**

- (a) means assets and liabilities owned, controlled, or held, wholly or in part, immediately before the commencement of **Parts 1 to 4**; and
- (b) includes—
  - (i) all assets of any kind, whether in the form of real or personal property, money, shares, securities, rights, or interests; and
  - (ii) all liabilities, including debts, charges, duties, contracts, or other obligations (whether present, future, actual, contingent, payable, or to be observed or performed in New Zealand or elsewhere)

**Board** means the Tuhoe-Waikaremoana Maori Trust Board

**relevant subsidiary** means Tūhoe Fish Quota Limited incorporated under company number 1863822

**Tūhoe Charitable Trust** means the charitable trust of that name established by trust deed dated 31 July 2010

**Tūhoe Charitable Trust Board** means the board incorporated on 30 November 2010 (number 2542576 ) under the Charitable Trusts Act 1957

**Tūhoe Fisheries Charitable Trust** means the trust established by trust deed dated 16 August 2006 to be the mandated iwi organisation for Tūhoe for the purposes of the Maori Fisheries Act 2004

**Tūhoe Fisheries Charitable Trust Board** means the board incorporated on 25 September 2006 under the Charitable Trusts Act 1957

**Tuhoe-Waikaremoana Maori Trust Board** and **Board** mean the trust board of that name constituted by section 9A of the Maori Trust Boards Act 1955

**Tuhoe-Waikaremoana Maori Trust Board Charitable Trust** means the charitable trust established in 1982 by declaration under section 24B of the Maori Trust Boards Act 1955

*Board and certain charitable trusts dissolved  
and assets transferred*

**88 Dissolution of Tuhoe-Waikaremoana Maori Trust Board**

- (1) [On the settlement date],—
- (a) the Board is dissolved; and
  - (b) the term of office of the members of the Board expires.
- (2) On and from the settlement date,—
- (a) proceedings by or against the Board may be continued, completed, and enforced by or against—
    - (i) the Tūhoe Charitable Trust Board in respect of the Tuhoe-Waikaremoana Maori Trust Board Charitable Trust; or
    - (ii) the trustees of Tūhoe Te Uru Taumatua in respect of any other assets and liabilities of the Board; and
  - (b) a reference to the Board (express or implied) in any enactment (other than in **this Part**), or in any instrument, register, agreement, deed (other than in the deed of settlement), lease, application, notice, or other document in force immediately before the settlement date must, unless the context otherwise requires, be read as a reference to—
    - (i) the Tūhoe Charitable Trust Board in respect of the Tuhoe-Waikaremoana Maori Trust Board Charitable Trust; or
    - (ii) the trustees of Tūhoe Te Uru Taumatua in respect of any other assets and liabilities of the Board.
- (3) A person holding office as a member of the Board immediately before the settlement date is not entitled to compensation as a result of the expiry under **this Part** of his or her office.

**Query**

**There is a question as to when this occurs. Please advise.**

**89 Vesting of assets and liabilities**

- (1) On the settlement date, the assets and liabilities of the following merge and vest in the Tūhoe Charitable Trust Board:
- (a) Tuhoe-Waikaremoana Maori Trust Board Charitable Trust:

- (b) Tūhoe Fisheries Charitable Trust.
- (2) Those assets and liabilities become the assets and liabilities of the Tūhoe Charitable Trust Board, subject to the trusts, covenants, and conditions applying to the assets and liabilities of the Tūhoe Charitable Trust immediately before the settlement date.
- (3) [Any] assets and liabilities of the Tuhoe-Waikaremoana Maori Trust Board that are not held subject to any charitable trusts vest in the trustees of Tūhoe Te Uru Taumatua and become the assets and liabilities of those trustees[, subject to any existing trusts]. **[subject to Tūhoe confirmation]**

#### Query

**CLO advise that this is now dependent on the way in which certain reserves are treated.**

#### 90 Certain charitable trusts removed from register of charitable entities

- (1) On the settlement date, the following are dissolved and removed from the register of charitable entities:
- (a) Tuhoe-Waikaremoana Maori Trust Board Charitable Trust:
- (b) Tūhoe Fisheries Charitable Trust.
- (2) **Subsection (1)** applies despite anything in the Charities Act 2005.
- (3) In **subsection (1)**, **register of charitable entities** has the meaning given in s 4 of the Charities Act 2005.

#### 91 Tūhoe Fisheries Charitable Trust Board

- (1) On the settlement date, the Tūhoe Fisheries Charitable Trust board is dissolved and is removed from the Register of Boards.
- (2) **Subsection (1)** applies despite anything in the Charitable Trusts Act 1957.
- (3) In **subsection (2)**, the Register of Boards is the register provided for under Part 2 of the Charitable Trusts Act 1957.



*Provisions relating to Maori Fisheries Act 2004 matters*

**91A Recognition of Tūhoe Charitable Trust**

On and from the commencement of **Parts 1 to 4**, the Tūhoe Charitable Trust is, and is recognised by Te Ohu Kai Moana Trustee Limited as, the mandated iwi organisation for Tūhoe in place of the Tūhoe Fisheries Charitable Trust.

**91B Exemption for certain voting processes**

- (1) Despite kaupapa 1 to 4 of Schedule 7 of the Maori Fisheries Act 2004, the Tūhoe Charitable Trust is not required to comply with those kaupapa.
- (2) **Subsection (1)** applies only to the extent that kaupapa 1 to 4 require the adult members of Tūhoe to have individual voting rights in elections for the appointment of trustees, directors, or office holders of the mandated iwi organisation for Tūhoe.

**Query**

**Can you confirm that all other requirements of kaupapa 1–4, such as the 3–year cycle, are met.**

**91C Functions of Te Ohu Kai Moana Trustee Limited**

- (1) Without further authorisation than this section, Te Ohu Kai Moana Trustee Ltd is deemed to have taken, and must continue to take, all actions necessary, in accordance with the requirements of the Maori Fisheries Act 2004,—
  - (a) to provide administratively for the matters set out in **sections 91A and 91B**, as if those matters were done under the Maori Fisheries Act 2004; and
  - (b) to make the appropriate changes to the iwi register in accordance with that Act.
- (2) Te Ohu Kai Moana Trustee Limited is not liable, and no action may be brought against it, for any act described in the deed of settlement that it does or omits to do, in so far as the act or omission is done or omitted in good faith and with reasonable cause.

*Other transitional matters***92 Final report of Board**

- (1) As soon as is reasonably practicable [after the settlement date,] the trustees of Tūhoe Te Uru Taumatua must prepare a final report (as if the report were an annual report) to show fully the financial results of the operations of the Board for the period beginning on the date of the previous annual report and ending with the close of the day immediately before the settlement date.
- (2) The final report must consist of a statement of the financial position of the Board and other statements of accounts necessary to provide the information required by **subsection (1)**.
- (3) As soon as is reasonably practicable after the completion of the final report, the trustees of Tūhoe Te Uru Taumatua must provide the final report to the Minister of Māori Affairs, who must present it to the House of Representatives as soon as is reasonably practicable after receiving it from those trustees.

**Query**

**The date for the report depends on the date for the winding up of the Board.**

**93 Matters not affected by transfer**

Nothing given effect to or authorised by this subpart—

- (a) places the Board or the trustees of Tūhoe Te Uru Taumatua, the Crown, or any other person or body in breach of a contract or confidence, or makes them guilty of a civil wrong; or
- (b) gives rise to a right for any person to terminate or cancel any contract or arrangement, to accelerate the performance of an obligation, to impose a penalty, or to increase a charge; or
- (c) places the Board, the trustees of Tūhoe Te Uru Taumatua, the Crown, or any other person or body in breach of an enactment, rule of law, or contract that prohibits, restricts, or regulates the assignment or transfer of an asset or a liability or the disclosure of information; or
- (d) releases a surety wholly or in part from an obligation; or

- (e) invalidates or discharges a contract.

**94 Removed**

**95 Removed**

**96 Books and documents to remain evidence**

- (1) A document, matter, or thing that would have been admissible in evidence for or against the Board is, on and after the settlement date, admissible in evidence for or against the trustees of Tūhoe Te Uru Taumatua.
- (2) For the purpose of this section, **document** has the same meaning as in section 4 of the Evidence Act 2006.

**97 Registers**

- (1) The Registrar-General and other persons charged with keeping books or registers are not required to change the name of the Board to the names of the trustees of Tūhoe Te Uru Taumatua in the books or registers or in a document solely because of the provisions of this subpart.
- (2) If those trustees present an instrument referred to in **subsection (3)** to a registrar or other person, the presentation of that instrument is, in the absence of evidence to the contrary, sufficient proof that the property is vested in those trustees, as specified in the instrument.
- (3) For the purposes of this section, the instrument need not be an instrument of transfer, but must—
- (a) be executed or purport to be executed by the trustees of Tūhoe Te Uru Taumatua; and
  - (b) relate to assets or liabilities held, managed, or controlled by the Board or any entity wholly or partly owned or controlled by the Board immediately before the settlement date; and
  - (c) be accompanied by a certificate given by the trustees of Tūhoe Te Uru Taumatua or their solicitor that the property was vested in those trustees by or under **Parts 1 to 4**.

**98 Interpretation**

In **sections 99 to 102**, **transferred employee** means a person employed by the Board immediately before the settlement date who becomes an employee of the trustees of Tūhoe Te Uru Taumatua on the settlement date.

**99 Liability of employees and agents**

- (1) A person who, at any time before the settlement date, held office as a member of the Board or who was an officer, employee, agent, or representative of the Board, is not personally liable in respect of an act or thing done or omitted to be done by him or her before the settlement date in the exercise or bona fide purported exercise of an authority conferred by or under the Maori Trust Boards Act 1955 or any other enactment.
- (2) This section applies only—
  - (a) in the absence of actual fraud; and
  - (b) if the act or omission does not amount to an offence under any enactment or rule of law.

**100 Transfer of employees**

On and from the settlement date, each employee of the Board ceases to be an employee of the board and becomes an employee of the trustees of Tūhoe Te Uru Taumatua.

**101 Protection of terms and conditions of employment**

- (1) The employment of a transferred employee must be on terms and conditions no less favourable to the transferred employee than those applying to the employee immediately before the settlement date.
- (2) **Subsection (1)**—
  - (a) continues to apply to the terms and conditions of employment of a transferred employee until they are varied by agreement between the transferred employee and the trustees of Tūhoe Te Uru Taumatua; but
  - (b) does not apply to a transferred employee who receives any subsequent appointment with those trustees.

**102 Continuity of employment**

For the purposes of an enactment, rule of law, determination, contract, or agreement relating to the employment of a transferred employee, the transfer of the employee from the Board to the trustees of Tūhoe Te Uru Taumatua does not, of itself, break the employment of that person, and the period of his or her employment by the Board is to be regarded as having been a period of service with those trustees.

**103 No compensation for technical redundancy**

A transferred employee is not entitled to receive any payment or any other benefit solely on the ground that—

- (a) the position held by the employee with the Board has ceased to exist; or
- (b) the employee has ceased, as a result of his or her transfer to the trustees of Tūhoe Te Uru Taumatua, to be an employee of the Board.

*Amendments to other enactments***104 Amendment to Maori Trust Boards Act 1955**

- (1) This section amends the Maori Trust Boards Act 1955.
- (2) On and from the settlement date, section 9A of the Maori Trust Boards Act 1955 (which constituted the Tuhoe-Waikaremoana Maori Trust Board) is repealed.

**105 Amendments to Maori Trust Boards Regulations 1985**

- (1) This section amends the Maori Trust Boards Regulations 1985.
- (2) In Schedule 1, revoke the item relating to the Tuhoe-Waikaremoana Maori Trust Board.
- (3) In Schedule 2, revoke the item relating to the Tuhoe-Waikaremoana Maori Trust Board.

**106 Consequential amendments**

Amend the Lake Waikaremoana Act 1971 as set out in **Schedule 4**.

---

**Schedule 1**  
**Hapū of Tūhoe**

ss 13, 14

**Part 1**  
**Hapū of Tūhoe***Contemporary*

- (1) Kākahu Tāpiki (Ngāti Kākahutāpiki):
- (2) Ngāti Kurī Kino (Ngāti Kuri):
- (3) Ngā Maihi:
- (4) Ngai Te Rūrehe (Ngāi Te Riu):
- (5) Ngai Taraparoa:
- (6) Ngāi Tātua:
- (7) Tūranga Pikitoi:
- (8) Ngāti Haka Patuheuheu:
- (9) Hāmua:
- (10) Ngāti Hinekura:
- (11) Ngāti Kōura:
- (12) Ngāti Kōurakino (Ngāti Kōura):
- (13) Ngāti Manunui:
- (14) Ngāti Murahīoi (Ngāti Mura):
- (15) Ngāti Raka:
- (16) Ngāti Rere:
- (17) Ngāti Rongokārae (Ngāti Rongo):
- (18) Ngāti Tamatea:
- (19) Ngāti Tamatuhirae/Ngāti Tama:
- (20) Ngāti Tāwhaki:
- (21) Ngāi Te Paena:
- (22) Tamakaimoana:
- (23) Tamaruarangi:
- (24) Te Māhurehure:
- (25) Te Urewera:
- (26) Te Warahoe:
- (27) Te Whakatāne:
- (28) Te Whānau Pani:

*Historic*

- (29) Hapūoneone:
- (30) Murakareke:
- (31) Ngā Pōtiki:
- (32) Ngāi Taraparoa:

Part 1—*continued*

- (33) Ngāi Te Amohangā:
- (34) Ngāi Te Kahu:
- (35) Ngāi Te Kapo o te Rangi:
- (36) Ngāi Tūmatawha:
- (37) Ngāti Ha:
- (38) Ngāti Hape:
- (39) Ngāti Hiki:
- (40) Ngāti Hinewhakarau:
- (41) Ngāti Karetehe:
- (42) Ngāti Korokaiwhenua:
- (43) Ngāti Kūmara:
- (44) Ngāti Maru:
- (45) Ngāti Mātaatua:
- (46) Ngāti Matewai:
- (47) Ngāti Muriwai:
- (48) Ngāti Pakitua:
- (49) Ngāti Peehi:
- (50) Ngāti Rākei:
- (51) Ngāti Rautao:
- (52) Ngāti Rerekahika:
- (53) Ngāti Ruatāhuna:
- (54) Ngāti Tahu:
- (55) Ngāti Tamakere:
- (56) Ngāti Te Umuiti:
- (57) Ngāti Tūmatawhero:
- (58) Ngāti Wehi o te Rangi:
- (59) Te Marangārangā:
- (60) Te Whānau a Ēria:
- (61) Tūhoe Potiki:
- (62) Whānaupani:
- (63) Ngāti Huri

## Part 2

## Claims within definition of historical claims

- (1) Wai 35 (Tūhoe Lands and SOE Act Claim)
- (2) Wai 36 (Tūhoe Land Claim)
- (3) Wai 40 (Waiohau B9B Block and other Blocks Claim)

Part 2—*continued*

- (4) Wai 333 (Lake Waikaremoana)
- (5) Wai 386 (Matahina F Block)
- (6) Wai 509 (Tūhoe Lands)
- (7) Wai 560 (Waiohau 1B Block and Te Houhi Village Claim)
- (8) Wai 726 (Ngāti Haka & Patuheuheu lands, forests & resources)
- (9) Wai 761 (Urewera Lands and Waters Claim)
- (10) Wai 794 (Opouriao Lands and Resources)
- (11) Wai 795 (Tumatawhero–Waikaremoana)
- (12) Wai 842 (The Tuawhenua Blocks and Te Urewera National Park)
- (13) Wai 989 (Tūhoe Cultural Heritage)
- (14) Wai 1009 (Ngai Te Kapo Waahi Tapu)
- (15) Wai 1010 (Ngāti Hinekura and Te Whanau Pani Rating)
- (16) Wai 1011 (The Tamakaimoana Public Works)
- (17) Wai 1012 (Kereopa Alienation of Land)
- (18) Wai 1026 (Tamaikoha Ancestral Land)
- (19) Wai 1035 (The Nga Hapu o Te Waimana Economic and Social Policy)
- (20) Wai 1036 (The Ruatoki Hapu Social and Economic Policy)
- (21) Wai 1037 (The Ngai Hinekura and Ngāti Pani Social and Economic Policy)
- (22) Wai 1039 (Te Urewera Tiriti o Waitangi)
- (23) Wai 1041 (The Nga Hapu o Te Urewera I nga Taone Assimilation Policy)
- (24) Wai 1042 (The Descendants of Tamaikoha Land Confiscation)
- (25) Wai 1149 (The Pohokura 3B and 7A Land Block)
- (26) Wai 1225 (Ngā Rauru o Ngā Potiki Claims)

4 A



## Schedule 2

ss 12, 22, 26

## Cultural redress properties

## CNI forests properties vested in fee simple

Name of property	Description	Interests
Kōhanga Tāheke	<p><i>South Auckland Land District—Whakatane District</i>            141.0 hectares, approximately, being Part Section 4 SO 433291. Part Computer Freehold Register 507547. Subject to survey. As shown on OTS-036-12.</p>	<p>Subject to a Protective Covenant held in Computer Interest Register SAPR52D/451</p> <p>Subject to a Crown Forestry Licence held in Computer Interest Register SA52D/450</p> <p>Subject to a Variation of Crown Forestry Licence SA52D/450 created by Instrument B371196.16</p> <p>Subject to a Variation of Crown Forestry Licence SA52D/450 created by Instrument B371196.17</p> <p>Subject to a Variation of Crown Forestry Licence SA52D/450 created by Instrument B371196.19</p> <p>Subject to a Variation of Crown Forestry Licence SA52D/450 created by Instrument B558475.33</p> <p>Subject to a Variation of Crown Forestry Licence SA52D/450 created by Instrument 8957349.11</p> <p>Subject to a Variation of Crown Forestry Licence SA52D/450 created by Instrument 9226672.16</p> <p>Subject to a notice pursuant to section 195(2) of the Climate Change Response Act 2002. Instrument 8772394.1</p> <p>Subject to a Forestry Right created by Instrument 8954914.1</p> <p>Subject to a variation of profit à prendre 8954914.1 created by Instrument 9179966.1</p>

Name of property	Description	Interests
Ngā Tī Whakaaweawe	<p><i>South Auckland Land District—Rotorua District</i> 147.0 hectares, approximately, being Part Lot 1 DPS 45063. Part Computer Freehold Register [507548]. Subject to survey. As shown on OTS-036-10.</p>	<p>Together with a right of way easement created by Easement Instrument 8212199.1 and held in Computer Interest Register 482467 (as partially surrendered by Easement Instrument 9224886.3) Together with a right of way easement created by Easement Instrument 9224866.16.</p> <p>Subject to a Crown Forestry Licence created by B251339.1 and held in Computer Interest Register SA57A/750 Subject to a Variation of Crown Forestry Licence SA57A/750 created by Instrument B475395.2 Subject to a Variation of Crown Forestry Licence SA57A/750 created by Instrument B475395.3 Subject to a Variation of Crown Forestry Licence SA57A/750 created by Instrument B475395.5 Subject to a Variation of Crown Forestry Licence SA57A/750 created by Instrument B558475.31 Subject to a Variation of Crown Forestry Licence SA57A/750 created by Instrument 8957349.14 Subject to Variation of Crown Forestry Licence SA57A/750 created by Instrument 9226672.4 Subject to a Protective Covenant created by B251339.2 and held in Computer Interest Register SA57A/751 Subject to a notice pursuant to Section 195(2) Climate Change Response Act 2002. Instrument 8772419.1</p>

Name of property	Description	Interests
		Subject to a Forestry Right created by Instrument 8954914.1 Subject to a variation of Profit à Prendre 8954914.1 created by Instrument 9179966.1 Together with a right of way easement created by Easement Instrument 8241609.1 Together with a right of way easement created by Easement Instrument 8212199.1 and held in Computer Interest Register 482467 (as partially surrendered by Easement Instrument 9224886.3) Together with a right of way easement created by Easement Instrument 8449752.2 Together with a right of way easement created by Easement Instrument 9224886.16.

## Property vested in fee simple

Name of property	Description	Interests
Onini	<i>South Auckland Land District – Whakatane District</i> 6.7 hectares, approximately, being Parts Urewera A. Part Gazette 1927, p 2121. Subject to survey. As shown on OTS-036-05	
Waikakopu	<i>South Auckland Land District—Whakatane District</i> 4.45 hectares, approximately, being Part Urewera A. Part Gazette 1927, p 2121. Subject to survey. As shown on OTS-036-013	

g. A

Property vested in fee simple to be administered  
as reserve

Name of property	Description	Interests
Te Tii	<i>South Auckland Land District – Whakatane District</i> 3.7822 hectares, approximately, being Part Section 6 Block IX Ruatahuna Survey District and Section 1 SO 57199. Part <i>Gazette</i> 1927, p 2121 and Part <i>Gazette</i> notice B 016827. Subject to survey. As shown on OTS-036-06	Subject to being a local purpose reserve as referred to in <b>section 25</b> .

y A

**Schedule 3**

ss 57, 80, 86

**Notices in relation to RFR land****1 Requirements for giving notice**

A notice by or to an RFR landowner or the trustees under **sub-part 2 of Part 3** must be—

- (a) in writing and signed by—
  - (i) the person giving it; or
  - (ii) at least 2 of the trustees, for a notice given by the trustees; and
- (b) addressed to the recipient at the street address, postal address, fax number, or email address,—
  - (i) for a notice to the trustees, specified for the trustees in accordance with the deed of settlement; or
  - (ii) for a notice to an RFR landowner, specified by the RFR landowner in an offer made under **section 60**, specified in a later notice given to the trustees, or identified by the trustees as the current address or fax number of the RFR landowner; or
  - (iii) for a notice given under **section 77 or 79** to the chief executive of LINZ, in the Wellington office of LINZ; and
- (c) given by—
  - (i) delivering it by hand to the recipient's street address; or
  - (ii) posting it to the recipient's postal address; or
  - (iii) faxing it to the recipient's fax number; or
  - (iv) sending it by electronic means such as email.

**2 Limitation on use of electronic transmission**

Despite **clause 1**, notices given under **sections 60, 63, 64, and 84** must not be given by electronic means other than by fax.

**3 Time when notice received**

(1) A notice is to be treated as having been received—

- (a) at the time of delivery, if delivered by hand; or

H  
g

- (b) on the second day after posting, if posted; or
  - (c) at the time of transmission, if faxed or sent by other electronic means.
- (2) However, a notice is to be treated as having been received on the next working day if, under **subclause (1)**, it would be treated as having been received—
- (a) after 5 pm on a working day; or
  - (b) on a day that is not a working day.
- 

*J A*

## Schedule 4

s 102

## Consequential amendments

## Lake Waikaremoana Act 1971 (1971 No 152)

In section 2, insert in their appropriate alphabetical order:

“**trustees** means the trustees of the Tūhoe Charitable Trust  
“**Tūhoe Charitable Trust** has the meaning given in **section 87 of Parts 1 to 4**”.

Replace section 14 with:

“**14 Rent and other money payable**

- “(1) The rent payable under the lease and any other money that becomes payable in respect of Lake Waikaremoana must be paid, in accordance with their respective shares in the lake, to—
- “(a) the Tūhoe Charitable Trust Board, to be held subject to the trusts, covenants, and conditions applying to the assets and liabilities of the Tūhoe Charitable Trust; and
  - “(b) the Wairoa–Waikaremoana Maori Trust Board.
- “(2) The rent and other money referred to in **subsection (1)** constitute assets—
- “(a) in the case of the money paid under **subsection (1)(a)**, of the Tūhoe Charitable Trust Board; and 1
  - “(b) in the case of the money paid under **subsection (1)(b)**, of the Wairoa–Waikaremoana Maori Trust Board, for the purposes of section 24 of the Maori Trust Boards Act 1955.
- “(3) Any necessary expenses incurred in negotiating the lease and carrying out the requirements of this Act may be met from the rent payable under the lease before it is paid to the Tūhoe Charitable Trust Board as trustee of the Tūhoe Charitable Trust and the Wairoa–Waikaremoana Maori Trust Board respectively.”