

Open

THIS DEED bearing date the *28th* day of *August* 1992 records the solemn negotiations carried out and agreements reached BETWEEN THE MINISTER OF CONSERVATION ("the Minister") representing Her Majesty the Queen of New Zealand on behalf of the people of Aotearoa, New Zealand and for herself her heirs and successors AND TUWHARETOA MAORI TRUST BOARD ("The Board") a Maori Trust Board established under s.10 of the Maori Trust Boards Act 1955 representing as its beneficiaries within the meaning of the Act Ngati Tuwharetoa, tangata whenua o te papa o Taupo Nui a Tia

1.0 RECITALS

- 1.1 Lake Taupo is a Taonga of Ngati Tuwharetoa.
- 1.2 Lake Taupo embodies the mana and rangatiratanga of Ngati Tuwharetoa.
- 1.3 Negotiations in 1926 between the Crown and Ngati Tuwharetoa relating to the fishery in Lake Taupo led to an agreement embodied in s.14 of the Maori Land Amendment and Maori Land Claims Adjustment Act 1926 (the 1926 Act) under which the general public were accorded access to the Lake Taupo fishery. Compensation for access to the fishery is currently provided pursuant to s.10 of the Maori Trust Boards Act 1955.
- 1.4 Public access to Lake Taupo for recreational use and enjoyment of its waters has always been acceptable to Ngati Tuwharetoa and is in accordance with Ngati Tuwharetoa custom.
- 1.5 The bed of Lake Taupo and the bed of the Waikato River extending from Lake Taupo to and inclusive of the Huka Falls together with the right to use the respective waters, were declared to be the property of the Crown under s.14(1) of the 1926 Act.
- 1.6 The beds of rivers and streams flowing into Lake Taupo (the particulars of which were set out in the Schedule to such Proclamation) were declared to be Crown land pursuant to a Proclamation made on the 7th day of October 1926 under s.14(4) of the 1926 Act.
- 1.7 For the purposes of this Deed the expression "Taupo Waters" shall mean and include Lake Taupo and the Waikato River extending from Lake Taupo to and inclusive of the Huka Falls and the beds of rivers and streams flowing into Lake Taupo the particulars of which were set out in the schedule to the proclamation made on the 7th

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day of October 1926. For the avoidance of doubt such expression does not extend to, or include, any riparian or lake side reserves or rights of way created under s.14 of the 1926 Act as amended by s.11 Maori Purposes Act 1974.

- 1.8 Ngati Tuwharetoa asserts that the vesting in the Crown of title to the beds of Taupo Waters was not intended to be part of the agreement negotiated by the iwi in 1926.
 - 1.9 The Trust Board has sought the return of such title to the iwi.
 - 1.10 Clause 4 of a document dated 26 July 1926 signed by Hoani Te Heuheu, Paramount Chief of Ngati Tuwharetoa and J G Coates, Prime Minister headed "Taupo Waters and Fishing Rights" records the proposal that "the beds of all Taupo waters shall be vested in the King as a public reserve".
 - 1.11 The 1926 Act made no provision for beds of Taupo waters to be held as a public reserve.
 - 1.12 The beds of Taupo waters are acknowledged to be Crown land under the control of the Commissioner of Crown Lands, subject to the Land Act 1948.
 - 1.13 The parties are agreed that in accordance with the spirit and intention of the Treaty of Waitangi as they are now understood and of the 1926 Act, and of the relationship that has developed since 1926 between the Crown and Ngati Tuwharetoa:
 - (a) ownership of the beds of Taupo waters should be re-vested in Ngati Tuwharetoa to preserve and enhance its tribal mana and rangatiratanga;
 - (b) the public's freedom of entry to and access upon Taupo waters (including their beds) should be preserved.
 - (c) The beds of Taupo waters should be managed and administered in partnership between the Crown and Ngati Tuwharetoa.
 - 1.14 The Board shall be deemed to have entered into this Deed for itself its successors and assigns.
 - 1.15 The Minister of Conservation enters into this Deed on behalf of Her Majesty the Queen pursuant to resolutions of Cabinet empowering him so to do.
- 2.0 AGREEMENTS REACHED
- 2.1 Subject to clause 3.7 of this Deed title to the bed of Lake Taupo ("lake title") shall be vested in the Trust Board and shall be held by the Trust Board in trust pursuant to the Maori Trust Boards Act 1955 for its beneficiaries.

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TOA MAUHI T.

- 2.2 Pursuant to s.24B and s.24C of the said Act, the Trust Board further declares that it also holds the lake title in trust for the common use and benefit of all the peoples of New Zealand.
- 2.3 Title to beds of the Waikato River extending from Lake Taupo to and inclusive of the Huka Falls and of the rivers or streams flowing into Lake Taupo as described in the above mentioned proclamation dated 7 October 1926 (as amended by proclamation of 18 February 1927) shall be vested in the Trust Board and shall be held by the Trust Board in trust for the members of the Ngati Tuwharetoa hapu who adjoin such rivers and streams and in trust for the common use and benefit of all the peoples of New Zealand pursuant to the said Act.
- 2.4 The people of New Zealand shall continue to have freedom of entry to and access upon Taupo waters (including their beds) for recreational use and enjoyment, research and associated activities subject to such conditions and restrictions as the Management Board (hereinafter referred to) considers to be necessary for the protection and well-being of the beds of Taupo waters and for the protection and control of the public using them and further, subject to the provisions of clauses 2.6.1 and 2.9 hereof, such access shall be free of charge.
- 2.5 Notwithstanding any Trust (charitable or otherwise) or the terms of clauses 2.2 or 2.3 hereof and where not inconsistent with the general principle of public access to Taupo waters the Minister may from time to time release any portion of the beds of Taupo waters (subject in any case to such conditions as he sees fit) from the operation of clauses 2.2, 2.3, 2.4, 2.6.1, 2.7, and 2.8 of this agreement, in which case the Trust Board shall hold the same upon trust for the beneficiaries of the Trust Board or such of them as are entitled thereto. Provided that no such release shall prejudice any rights then existing pursuant to clause 2.6.1 or referred to in clauses 2.6.3 or 2.7.
- 2.6.1 The Trust Board, with the concurrence of the Management Board hereinafter referred to may grant leases or licences in respect of parts of the beds of Taupo waters to any person or persons subject to the Harbours Act 1950 and the Lake Taupo Regulations 1976.
- 2.6.2 In such event, one half the total amount of all monies received by the Trust Board from such leases or licences shall be paid to the Crown. The other half of such monies shall be the revenue of the Trust Board and shall together with any investments for the time being representing the same, be held by the Trust Board for charitable purposes as authorized by the Maori Trust Boards Act 1955.
- 2.6.3 Nothing herein contained shall require the holder of any permit or licence under the Lake Taupo Regulations 1976 to obtain any lease or licence from the Trust Board.
- 2.7 Subject to the other provisions of this deed the beds of Taupo waters shall be managed as if they were a reserve for recreation purposes under s.17 Reserves Act 1977.

- 2.8.1 Management of the beds of Taupo waters shall be controlled by a Management Board comprising eight members, four of whom shall be appointed by the Minister in consultation with the Minister of Local Government and four of whom shall be appointed by the Trust Board.
- 2.8.2 At any time by mutual agreement between the Minister and the Trust Board the membership of such Management Board may be increased on the basis that half of such Board from time to time shall comprise persons appointed by the Minister to represent the public interest and an equal number shall be appointed by the Trust Board to represent Ngati Tuwharetoa interest.
- 2.8.3 The Management Board will appoint one of its members as Chairperson who shall have a deliberative vote, but not a casting vote.
- 2.8.4 In accordance with clause 2.7 of this Deed the Management Board shall as far as practicable, and where not inconsistent with this Deed, act as if it was an administering body under the Reserves Act 1977.
- 2.9 The Management Board shall be funded as follows:
- 2.9.1 The Board shall be entitled to charge for any services or facilities provided by it for public use.
- 2.9.2 The Board shall be entitled to charge applicants the cost of considering any application for its consent.
- 2.9.3 The balance of the cost (if any) of the Board's management and administration shall be met in a manner subsequently agreed between the Board with the parties to this Deed or with any other party.
- 2.10 Subject as herein expressed the beds of Taupo waters are acknowledged to be land belonging to Ngati Tuwharetoa, and the Trust Board shall have all the rights (including all Maori customary rights not inconsistent with the law or this Deed) and shall be subject to all the responsibilities and restrictions of, a land owner.
- 2.11 The Trust Board agrees that the Department of Conservation may maintain public footbridges across Taupo waters, at the following locations, provided they have also been authorised by the owners of the adjacent riparian lands: Grid references U 18 789 792, 775 637, 778 630, 782 627, 784 624, 787 623, 791 616, 787 609, 773 642; T18 680 538; T19 537 412, 536 376 and 539 368 and such additional locations in the future as may be agreed between the Board and the Department in consultation with the Management Board.

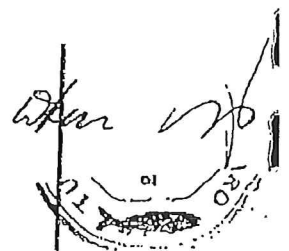
3.0 EXCLUSIONS

- 3.1.1 Nothing in this Deed is intended to affect or alter the provisions of s.10 of the Maori Trust Boards Act 1955, the Taupo Fishing Regulations 1984, the Lake Taupo Fishery Advisory Regulations 1991, Part VB and s.53(3) and (4) of the Conservation Act 1987, and freshwater fisheries regulations under that Act in respect of the fishery in Taupo waters and access thereto and the sharing of revenue derived therefrom.
- 3.1.2 Nothing in this Deed is intended to authorise, require, or permit the management of the Taupo waters or the beds thereof so as to exclude or limit
- (a) the exercise by the Crown of any statutory power to control or manage commercial fishing;
 - (b) the rights, powers or duties of any persons holding from time to time any permit to take fish for sale; or
 - (c) any of the provisions of s.14(2) of the Maori Land Amendment and Maori Land Claims Adjustment Act 1926.
- 3.2 The Trust Board acknowledges the right of the Crown to control and legislate in respect of water use and quality, public safety, public health, navigation and recreation.
- 3.3 Taupo Waters shall be subject to all the controls and conditions imposed or subsisting by or under the Resource Management Act 1991 or any plans and rules approved or consents granted under it.
- 3.4 The Trust Board acknowledges that the issue of water consents or discharge permits is currently controlled by local government and is not affected by this agreement.
- 3.5 The Trust Board acknowledges that Lake Taupo is a harbour within the meaning of the Harbours Act 1950 and the Lake Taupo Regulations 1976 and that the control of Lake Taupo as a harbour is currently in the Crown and the provisions of this deed and the operations of the Management Board are subject to the provisions of the Harbours Act 1950, the Lake Taupo Regulations 1976 and any legislation enacted in place of the said Act and Regulations.
- 3.6 Nothing herein shall prejudice or preclude a claim already commenced or hereafter commenced by or on behalf of any Maori under s.6 of the Treaty of Waitangi Act 1975 nor the settlement thereof by the Crown nor any claim for compensation under the provisions of the 1926 Act.
- 3.7 Those parts of the beds of Taupo waters within the Tongariro Hatchery Camping Ground (NZ Gazette 1926 page 1354 and 1928 page 3530) and the site of the Taupo Control Gates (NZ Gazette 1972 page 675 and 1952 page 456) and control of the waters passing these sites are excluded from this agreement.

3.8 The launching ramps, wharves, berths, jetties, beacons, buoys, and other boating facilities owned or controlled by the Department of Internal Affairs in or on Taupo Waters at the date of signing of this deed, shall continue to be vested in or controlled by the Crown.

4.0 RATIFICATION

- 4.1 The Trust Board will refer this agreement to its beneficiaries for ratification. Within twelve months from the date hereof the Trust Board will advise the Minister whether or not this agreement has been ratified by Ngati Tuwharetoa in accordance with its custom. If the agreement is not ratified accordingly then it shall be null and void as between the parties hereto. Upon giving advice of ratification to the Minister, the Trust Board will execute the ratification notice appended to this Deed.
- 4.2 Execution of the ratification notice by the Trust Board shall be conclusive evidence against all persons, including beneficiaries of the Trust Board, that the terms of this deed have been duly ratified by Ngati Tuwharetoa.
- 4.3 Upon execution of the ratification notice by the Trust Board, and after the parties hereto have entered into an agreement with the Management Board to abide by this agreement, the Minister shall take such steps as are necessary in consultation with the Trust Board, to implement this agreement.



A handwritten signature, possibly 'W. H. H.', is written over a circular date stamp. The date stamp contains the numbers '11', '01', and '03' arranged in a circular pattern, likely representing the date 11/01/03.

AS WITNESS the hands and seal of the parties hereto:

SIGNED on behalf of HER MAJESTY THE QUEEN OF NEW ZEALAND by)

Hon Denis Marshall)

Minister of Conservation, in the presence of:)

Bill Marshall)

Director - General of Conservation Wellington)

Denis Marshall

THE SEAL of TUWHARETOA MAORI TRUST BOARD was hereto affixed pursuant to a resolution thereof, and in the presence of:)



H. J. Thomas)

Member

Rangikaraiti Jones

[Signature]

*John Hoani Waah
Hosiraka Kua Soto
Saxi Anani Kapa
James Heemi Piri
Arthur Tetakonga
Arthur Tetakonga Grace
H. J. Thomas
W. J. Thomas*

RATIFICATION NOTICE

Pursuant to Clause 4 of the above Deed TUWHARETOA MAORI TRUST BOARD doth hereby advise the Minister that the Deed has been ratified by Ngati Tuwharetoa in accordance with its customs.

DATED this *4th* day of *February* 19*93*.

THE COMMON SEAL of TUWHARETOA MAORI TRUST BOARD was hereto affixed pursuant to a resolution thereof, and in the presence of:



W. K. Hudson

Rangikamahu Jones

*John Hani Wall
Hosea Hani*

John Stephen Pomeroy

*Josephine
Karamu Hani Te Rangikauhi Hani*

David Snelson

*Arthur Takanga
Arthur Te Takanga Grace
Lionel Hani
Jari Hani Kapua*