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RECEIVED
Waitangi Tribunal
18 May 2012
Ministry of Justice
WELLINGTON

An Act to validate the lease to the Crown of Lake Waikaremoana, and to provide for the administration of the rental therefrom by certain Maori Trust Boards

[17 December 1971

WHEREAS a representative meeting of assembled owners of the Maori freehold land known as Lake Waikaremoana, duly summoned pursuant to the provisions of Part XXIII of the Maori Affairs Act 1953, was held at Wairoa on the 26th day of September 1969 to consider a proposal to sell the Lake to the Crown: And whereas the proposed resolution to sell to the Crown was unanimously rejected by the assembled owners: And whereas the assembled owners by resolution offered to lease the lake to the Crown and by resolution set up a committee to negotiate and conclude a lease to the Crown accordingly: And whereas pursuant to negotiations duly held between the committee and between representatives of the Crown a lease to the Crown to commence from the 1st day of July 1967 was executed in the form of a deed of lease by Sir Turi Carroll and 9 other members of the committee above-mentioned on behalf of the owners on the 21st day of August 1971 and was subsequently approved by the Board of Maori Affairs acting on behalf of the Crown: And whereas it was further agreed between the committee and the Crown representatives that the rent payable under the lease should be administered by certain Maori Trust Boards for the benefit of the owners of Lake Waikaremoana and their descendants: And whereas it is expedient that the facts herein recited should be recorded and the lease above-mentioned validated and provision be made for administration of the rental accordingly.

1 Short Title

This Act may be cited as the Lake Waikaremoana Act 1971.

2 Interpretation

In this Act, unless the context otherwise requires,—

The lease means the lease by Sir Turi Carroll and 9 others to the Crown, a copy of which is set out in the Schedule to this Act:

Lake Waikaremoana or the lake means all that piece of Maori freehold land known as Lake Waikaremoana, situated in the Gisborne Land District, and containing 12,875 acres, more or less, and being all the land comprised and described in a Freehold Order of the Maori Land Court dated the 6th day of June 1918 and registered in the Provisional Register, Volume 1B, folio 861, Gisborne Registry.

3 Validation of the lease

- (1) The lease is hereby declared to be a valid and effectual lease of Lake Waikaremoana and to have effect according to its tenor as if it had been granted in due form by the Maori Trustee pursuant to a duly confirmed resolution of a meeting of assembled owners under Part XXIII of the Maori Affairs Act 1953.
- (2) Any extension of the term of the lease and any variation, negation of, or addition to the covenants, conditions, and restrictions contained or implied in the lease shall be effected in the manner provided by section 116 of the Land Transfer Act 1952 and in any such case all the provisions of that section shall apply accordingly.

4 Registration of lease

The District Land Registrar for the Land Registration District of Gisborne is hereby authorised and directed upon the application of the Commissioner of Crown Lands at Gisborne to register the lease under the Land Transfer Act 1952, notwithstanding that the form of the lease does not conform to the requirements of that Act.

5 Change of name of Tuhoe Maori Trust Board

- (1) The body corporate constituted by section 9A of the Maori Trust Boards Act 1955 (as inserted by section 9 of the Maori Purposes Act 1958) under the name of the Tuhoe Maori Trust Board shall continue to exist and shall henceforth be known as the Tuhoe-Waikaremoana Maori Trust Board.
- (2) This subsection amended s 9A(1) Maori Trust Boards Act 1955 (1955 No 37).
- (3) The provisions of section 40 of the Maori Trust Boards Act 1955 shall apply to the change of name effected by this section as if it had been effected by that Act.

6 Change of name of Wairoa Maori Trust Board

- (1) The body corporate continued in existence by section 11 of the Maori Trust Boards Act 1955 under the name of the Wairoa Maori Trust Board shall continue to exist and shall henceforth be known as the Wairoa-Waikaremoana Maori Trust Board.
- (2) This subsection amended s 11(1) Maori Trust Boards Act 1955 (1955 No 37).
- (3) The provisions of section 40 of the Maori Trust Boards Act 1955 shall apply to the change of name effected by this section as if it had been effected by that Act.

7 Original lists for Kahungunu and Tuhoe

- (1) In this section the word **lists** means lists of claimants submitted to the Maori Land Court upon proceedings for the investigation of title to Lake Waikaremoana and identified by the Court by the allocation of numbers and approved with or without amendments by the Court, which lists are held as records of the Maori Land Court at Gisborne.
- (2) The lists numbered 1, 2, 3, 4, 8, 10, 16, 20, 23, 30, 32, 34, 39, and 40 are declared to be Ngati Kahungunu lists.
- (3) The lists numbered 5, 13, 14, 18, 25, 27, 29, and 38 are declared to be Tuhoe lists.

8 Preliminary lists showing tribal affiliations of owners

- (1) As soon as practicable after the commencement of this Act there shall be made available for public inspection at the offices of [the Department of Maori Affairs] at Gisborne, Rotorua, Wairoa, and Whakatane and at the Post Offices at Tuai and Ruatahuna a list of owners of Lake Waikaremoana as disclosed by the records of the Maori Land Court.
- (2) The list shall be divided into 2 portions, one comprising the names of those owners whose interests were derived from persons named in the Ngati Kahungunu lists declared by subsection (2) of section 7 of this Act and the other comprising the names of those owners whose interests were derived from persons named in the Tuhoe lists declared by subsection (3) of section 7 of this Act.
- (3) Each copy of the list shall show the date on which it first became available for public inspection.

9 Final lists showing tribal affiliations of owners

- (1) Any person named in the list referred to in subsection (1) of section 8 of this Act may by notice in writing addressed to the Registrar of the Maori Land Court at Gisborne, and reaching the Registrar not later than 6 months after the date on which the list first became available for public inspection pursuant to that subsection, require the removal of his name from that portion of the list in which it appears and its inclusion in the other portion of the list.
- (2) Any person who becomes an owner of Lake Waikaremoana by means of a vesting order of the Maori Land Court made under Part XII of the Maori Affairs Act 1953 in succession to a deceased person named in the list referred to in subsection (1) of section 8 of this Act may by notice in writing to the Registrar of the Maori Land Court at Gisborne, and reaching the Registrar not later than 6 months after the date on which the list first became available for public inspection pursuant to that subsection, require his name to be inserted in the portion of the list other than that in which the name of the deceased person from whom his interest is derived appears. Failing the giving of such notice the name of any person who so becomes such an owner shall be inserted in the portion of the list in which the name of the deceased person appeared, and the name of the deceased person shall be deleted.
- (3) Upon the expiry of 6 months after the date on which the list referred to in subsection (1) of section 8 of this Act first became available for public inspection pursuant to that subsection, the Registrar shall compile a fresh list incorporating any amendments required pursuant to subsection (1) or subsection (2) of this section and shall certify it under seal of the Court to be the final list of owners of the bed of Lake Waikaremoana prepared pursuant to this section to show the Ngati Kahungunu portion of the owners and the Tuhoe portion of the owners.
- (4) A duly certified copy of the list shall be forwarded to both the Wairoa-Waikaremoana Maori Trust Board and the Tuhoe-Waikaremoana Maori Trust Board.

10 Additional beneficiaries of Wairoa-Waikaremoana Maori Trust Board

- (1) The persons whose names are comprised in the Ngati Kahungunu portion of the list compiled pursuant to subsection (3) of section 9 of this Act together with their descendants shall be beneficiaries of the Wairoa-Waikaremoana Maori Trust Board.
- (2) *Repealed.*

11 Additional beneficiaries of Tuhoe-Waikaremoana Maori Trust Board

- (1) The persons whose names are comprised in the Tuhoe portion of the list compiled pursuant to subsection (3) of section 9 of this Act together with their descendants shall be beneficiaries of the Tuhoe-Waikaremoana Maori Trust Board.
- (2) This subsection amended s 9A(2) Maori Trust Boards Act 1955 (1955 No 37).

12 Representation of new beneficiaries by members of Trust Boards

Pending provision by regulations under the Maori Trust Boards Act 1955 for varying the number of members of the Tuhoe-Waikaremoana Maori Trust Board and of the Wairoa-Waikaremoana Maori Trust Board and for varying the provision for the representation of the beneficiaries of those Boards to allow for the representation of the new beneficiaries added by this Act, the Governor-General may in respect of each of the Boards referred to appoint 3 persons to be additional members of the Board to represent those additional beneficiaries, and those additional members shall hold office as if they had been appointed to the Board following the last election of members of the Board.

13 Vesting in Maori Trust Boards of Lake Waikaremoana

- (1) Upon completing the compilation of the final list of owners of Lake Waikaremoana pursuant to subsection (3) of section 9 of this Act, the Registrar shall calculate the aggregate share in the land of each of the 2 groups of owners, and shall express the share of each of the 2 groups as a proportion of the whole.
- (2) The Registrar shall thereupon make an order vesting Lake Waikaremoana in the Wairoa-Waikaremoana Maori Trust Board and in the Tuhoe-Waikaremoana Maori Trust Board for an estate of freehold in fee simple (but subject to the lease to the Crown validated by section 3 of this Act) as tenants in common in stated shares which shares shall be as expressed by the Registrar pursuant to subsection (1) of this section for the Ngati Kahungunu group of owners and for the Tuhoe group of owners respectively.
- (3) The order made pursuant to subsection (2) of this section shall have effect as if it were an order of the Maori Land Court, and the District Land Registrar is hereby authorised and directed upon the application of the Registrar of the Maori Land Court to register it accordingly under the Land Transfer Act 1952.

14 Rent and other money to be paid to Maori Trust Boards

The rent payable under the lease, and any other money that becomes payable in respect of Lake Waikaremoana, shall be paid to the Tuhoe-Waikaremoana Maori Trust Board and to the Wairoa-Waikaremoana Maori Trust Board in accordance with their respective shares in the lake and shall, in each case, constitute assets of the Board for the purposes of section 24 of the Maori Trust Boards Act 1955:

Provided that any necessary expenses incurred in negotiating the lease and in carrying out the requirements of this Act may be met from the rent payable under the lease before it is paid to the Maori Trust Boards:

Provided also that until the shares of the Maori Trust Boards are determined the rent shall continue to be paid to the Maori Trustee.

Schedule

Lease of Lake Waikaremoana

(cl 1 to cl 12)

Section 2

THIS DEED made the 21st day of August 1971 Between Sir Turi Carroll of Wairoa, Farmer; John Rangihau of Rotorua, Civil Servant; Wiremu Matamua of Tuai, Civil Servant; Turi Tipoki of Gisborne, Farmer; Te Okanga Huata of Hastings, Supervisor; Canon Rimu Hamiora Rangiihu of Waipatu, clerk in Holy Orders; Tikitu Tepoono of Te Teko, Taxi Proprietor; William Waiwai of Turangi, Public Servant; Kahu Tihi of Taneatua, Retired; and Rodney Gerald Gallen of Napier, Solicitor, being members of the Committee appointed by the owners of the land hereinafter described (hereinafter together called "the Lessor" of the first part) HER MAJESTY THE QUEEN (hereinafter with Her Heir successors and assigns called "the Lessee" of the second part) and THE UREWERA NATIONAL PARK BOARD a body corporate constituted by the National Parks Act 1952 (hereinafter called "the Park Board") of the third part WHEREAS the Lessor is the owner of all that piece of land more particularly described in the Schedule hereto (which said piece of land is hereinafter referred to as "the demised land") AND WHEREAS the lessee has applied to the Lessor for a lease of the demised land pursuant to the Lessee's power under section 13 of the said National Parks Act 1952 as and for an extension of the Urewera National Park to which the Lessor has agreed, upon the terms and conditions hereinafter appearing THIS DEED WITNESSETH that in pursuance of the said agreement and pursuant to every Act hereunto enabling and in consideration of the rent hereinafter reserved and of the covenants conditions and agreements on the part of the Lessee hereinafter contained or implied the Lessor DOTN HEREBY DEMISE AND LEASE unto the Lessee the demised land to hold the same for the term of fifty (50) years commencing from and inclusive of the 1st day of July 1967 yielding and paying therefor unto the Lessor the annual rental calculated at Five Dollars and Fifty Cents (\$5.50) percent per annum on a rental value of One Hundred and Forty three thousand dollars (\$143,000) SUBJECT HOWEVER to review as provided in Clause 3 hereof payable yearly in advance on the 1st day of July in each and every year of the said term, the first of such payments to be made on the 1st day of July 1971, such payment to include all rental due from the 1st day of July 1967. AND THE LESSEE AND THE PARK BOARD DO HEREBY COVENANT WITH THE LESSOR as follows:

- 1 To pay the sum hereby reserved by way of rent at the times and in the manner aforesaid free of all deductions and will bear pay and discharge all rates taxes assessments charges impositions and outgoings whatsoever that now are or hereafter may be assessed or imposed upon the said land.
 - 2 To administer control and maintain the said land in accordance with the powers and provisions of the National Parks Act 1952.
- IT IS HEREBY AGREED AND DECLARED as follows:
- 3 That the rental value hereinbefore fixed shall be reviewed by agreement between the Lessor and the Lessee:
 - (a) If any additional land is incorporated in the within lease—
 - (b) At the expiration of each successive period of ten years of the term hereof.

And if at any time the parties shall be unable to agree upon the rental value on each review this value shall be fixed by arbitration in accordance with the provisions of the Arbitration Act 1908.

- 4 That if and whenever the rent hereby reserved shall be in arrear and unpaid for the space of twenty-eight (28) days after the days hereinbefore appointed for payment thereof then whether the same shall have been legally or formally demanded or not or if and

whenever the Lessee shall make breach in the performance or observance of any of the covenants conditions or agreements herein on the part of the Lessee contained or implied then and in any such case it shall be lawful for the Lessor forthwith and without making any demand or giving any notice whatsoever to re-enter upon and take possession of the demised land or any part thereof in the name of the whole whereupon the term hereby created shall cease and determine and that without releasing the Lessee from any liability for rent due herein or for any antecedent breach of covenant.

- 5 That the Lessor or those persons authorised by the Lessor and the owners of the Maori Reserves situate between the said land and other land comprising the Urewera National Park shall have access from the said Maori Reserves to the lake waters at all time AND FURTHER that there shall be a right of access from the said Maori Reserves to the Wairoa-Rotorua road at a point to be mutually agreed between the parties hereto.
- 6 (1) If the Lessee and the Park Board have faithfully observed and performed all covenants conditions and agreements on their parts herein contained or implied the Lessee shall be entitled to a renewal of this lease for a further term of fifty (50) years.
- (2) The Lessee shall at least three (3) months prior to the end of the term hereby granted give notice that it requires the rent payable under any such renewed lease to be fixed. The rent shall be fixed by agreement or failing agreement shall be determined by arbitration in accordance with the Arbitration Act 1908.
- (3) Within one month after the rent has been fixed whether by agreement or by arbitration the Lessee shall give notice in writing signed by the Chairman of the Park Board and delivered to the Lessor stating whether the Lessee desires to have a renewed lease of the said demised land and any such notice by the Lessee of her desire to have a renewed lease shall be deemed to constitute a contract between the Lessor and the Lessee.
- (4) The lease granted pursuant to the right of renewal shall be upon and subject to the same covenants and conditions as are herein contained or implied including a similar covenant for renewal.
- 7 That if the Lessee fails within the times fixed in clause 6 to give notice mentioned in subclauses (2) and (3) of clause 6 the Lessee's right to a renewed lease shall cease.
- 8 That the term of any such renewed lease shall run from the date of the expiration of the term hereby created and the rent as agreed or fixed shall accrue as from the said date in lieu of rent reserved for the term hereby created notwithstanding the fact that the renewed lease may not be executed until after that date or the rent may not be agreed upon or determined until after the expiration of the term hereby granted.
- 9 That the reasonable cost of determining the rent for the renewed term as aforesaid shall be borne by the Lessee.
- 10 That any notice required under these presents may be served upon the Lessor by being left at or sent addressed to the Lessor at Messrs Lusk, Willis, Sproule and Gallen, Barristers and Solicitors, P O Box 720, Napier, through the post or may be served upon the Lessee by being left with the Secretary of the Park Board at the office of the Commissioner of Crown Lands at Hamilton or sent or addressed to the Lessee at such place as aforesaid through the post.
- 11 That these presents shall have no force and effect until validated by legislation and when so validated shall operate and have full force and effect according to the tenor thereof.
- 12 The annual rental pursuant to clause 1 hereof shall be paid to the Maori Trustee at Gisborne until the Maori Trustee in writing otherwise directs or as may be directed in any Act.

Schedule

ALL that area in the Gisborne Land District, County of Wairoa situated in Blocks VI, VII, VIII, IX, X, XI, XII, and XIII Waikaremoana West Survey District, containing 12,875 acres approximately and comprising the bed of Lake Waikaremoana, the islands in that Lake, excluding Patekaha Island and including the present foreshore more particularly delineated with bold black lines on the plan endorsed hereon* (Maori Land Plan 4876, an integral part of which plan is an endorsement to the effect that where not defined by survey fix the boundary of Lake Waikaremoana for title purposes is the 2,020 foot contour in terms of Kaitawa Datum).

IN WITNESS whereof these presents have been executed by the parties hereto the day and year first above written.

Signed by DUNCAN MacINTYRE Minister of Lands for and on behalf of HER MAJESTY THE QUEEN in the presence of:

Duncan MacIntyre
 Witness: N S Coad
 Occupation: Public Servant.
 Address: Wellington.

The Common Seal of the Urewera National Park Board was pursuant to a resolution of the Board passed on the 14th day of June 1971 affixed hereto in the presence of:

L.S.
 A E Turley, Chairman.
 L S Watt, Secretary.

*This plan is not reproduced.

Signed by the undermentioned members for and on behalf of the Lessor.

Sir Turi Carroll as Lessor:

T Carroll.

Witness: Whare Cotter. Occupation: Supervisor. Address: Napier.	
John Rangihau as Lessor: Witness: Whare Cotter. Occupation: Supervisor. Address: Napier.	John Rangihau.
Wiremu Matamua as Lessor: Witness: Whare Cotter. Occupation: Supervisor. Address: Napier.	Wiremu Matamua.
Turi Tipoki as Lessor: Witness: Whare Cotter. Occupation: Supervisor. Address: Napier.	Turi Tipoki.
Te Okanga Huata as Lessor: Witness: Whare Cotter. Occupation: Supervisor. Address: Napier.	T O Huata
Canon Rimu Hamiora Rangiihu as Lessor: Witness: Whare Cotter. Occupation: Supervisor. Address: Napier.	R H Rangiihu
Tikitu Tepoono as Lessor: Witness: Whare Cotter. Occupation: Supervisor. Address: Napier.	Tikitu Tepoono.
William Waiwai as Lessor: Witness: Whare Cotter. Occupation: Supervisor. Address: Napier.	William Waiwai.
Kahu Tihi as Lessor: Witness: Whare Cotter. Occupation: Supervisor. Address: Napier.	Kahu Tihi.
Rodney Gerald Gallen as Lessor: Witness: Whare Cotter. Occupation: Supervisor. Address: Napier.	R G Gallen.

This Act is administered in the Ministry of Maori Development.

Publisher's Note

This PDF contains information as at 22 April 2012 and is consolidated to include all amendments processed by Brookers editors before that date. The time taken to process legislative consolidations varies according to the size and complexity of amendments. To check for more recent or future amendments to this piece of legislation, please go to www.brookersonline.co.nz