

Issue No. 13  
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## Debunking myths

The Government has no intention of privatising the conservation estate and no intention of compromising the quality of conservation management, says Conservation Minister Denis Marshall.

He said he could think of few topics during his time in politics which have engendered such emotion and misrepresentation as the issue of the Ngai Tahu land claims.

Some normally sensible and progressive conservationists seemed in danger of losing their perspective over the issue and had departed from their normal highly analytical and constructive approach to launch public attacks which distanced them even further from Maori claimants.

A few conservationists seemed to prefer confrontational tactics to the politics of quiet persuasion, getting alongside Ngai Tahu and discussing differences in a rational manner. Such conservationists were in danger of being seen as the last bastion of conservatism.

Mr Marshall said the Waitangi Tribunal made some specific recommendations but left it open for the Crown and Ngai Tahu to negotiate an agreement on major claims and compensation. The main guidance it gave was that the settlement should be a generous one.

The Government had been discussing in vague terms the concept of Joint Title, which would allow for Ngai Tahu Rangatiratanga to be given formal recognition.

The "brutal fact" was that, until very recently, Maori have not been involved in most of the South Island national parks and control has been very much a pakeha monopoly, Mr Marshall said.

If the Treaty of Waitangi was to be taken seriously, this power may have to be shared a little more fairly by recognising the mana of the relevant tribes.

## Back with pride

The people of Tuwharetoa are celebrating an agreement for the return of the beds of Lake Taupo and its tributaries. The agreement was negotiated between the Crown and the Tuwharetoa Maori Trust Board.

While the ownership of the lake bed will revert to Ngati Tuwharetoa, public access to Lake Taupo and the fishing, boating, swimming and all other recreational activities that take place there will not be affected.

Under the agreement, the bed of the lake will come under the control of a board of management with Crown and local government members representing the public interest, and representatives of Ngati Tuwharetoa.

The agreement ends a Ngati Tuwharetoa grievance of more than 60 years standing. Tuwharetoa Maori Trust Board secretary Steven Asher said it was clearly understood by all their people the 1926 agreement was to provide access to the public to the lake for trout fishing. When it was realised the government had taken the title of the bed of the lake there was a great sense of loss.

Conservation Review is published regularly by the Department of Conservation, Te Papa Atawhai, to keep decision-makers in touch with conservation issues.

Department of Conservation, PO Box 10-420, Wellington





Office of the  
Minister of Conservation

PARLIAMENT BUILDINGS, WELLINGTON, NZ PHONE (04) 471-9978 FAX (04) 473-3446

24 SEP 1992

23 September 1992

Bryce Johnson  
New Zealand Fish and Game Council  
PO Box 22-021  
WELLINGTON 4

To NZ FGC / Regional FGCs

*I sought copies of 'the agreement' and  
the correspondence of recent months between  
DGC/Minister and the TMTB.*

*This reply does not provide sufficient info.  
and I have accordingly written again*

B

Dear Mr Johnson

Thank you for your letter of 2 September 1992 in which you request a copy of the deed of agreement between the Crown and the Tuwharetoa Maori Trust Board and other relevant information.

I have attached a copy of a summary document which sets out the provisions of the agreement.

You will note that the board must obtain the concurrence of its beneficiaries before ratifying the agreement. Accordingly, it has requested that the release of the agreement be withheld until such time as this has been achieved (approximately three months). The board believes that the withholding of the deed in the interim will facilitate its consultation with hapu around the lake. I have agreed to this request.

I trust that the attached will provide sufficient information.

Yours sincerely

Denis Marshall  
Minister of Conservation

encl

SUMMARY AND EXPLANATION OF AGREEMENT  
BETWEEN THE CROWN (MINISTER OF CONSERVATION)  
AND THE TUWHARETOA MAORI TRUST BOARD

*Sent to Paul Cymon  
8/9 to go to Council  
& Trust Bd*

1. Areas Covered by the Agreement

- (a) The bed of Lake Taupo, (the margin being the 358.378m contour in terms of Taupo Datum) and the bed of the Waikato River extending from Lake Taupo to and including Huka Falls; and
- (b) The beds of the rivers and streams (including their tributaries except for the Tongariro River) flowing into Lake Taupo, as follows (New Zealand Gazette 1926, pg 2895-6):
- Waihora - upstream for 9.6km
  - Waihaha - upstream for 9.6km
  - Whanganui - upstream for 1.6km
  - Whareroa - upstream for 4.8km
  - Kuratau - upstream for 16km
  - Tongariro (including its several mouths) to junction with Whiti kau Stream
  - Poutu - from junction with Tongariro River to Waimarino-Tokaanu road bridge
  - Waimarino - from mouth to source
  - Tauranga/Taupo - upstream for 4.8km
  - Waipahi - from mouth to source
  - Waiotaka - from mouth to source
  - Hinemaiaia or Hatepe - upstream for 4.8km
  - Waitahanui - from mouth to source; but
- (c) Excluding the following areas:
- (i) the beds within the Tongariro Hatchery Camping Ground (NZ Gazette 1926, pg 1354; 1928, pg 3530);
  - (ii) the site of the Taupo Control Gates (NZ Gazette 1952, pg 456; 1972, pg 675).

[It should be noted that the tributaries of the Tongariro River and the islands in the River were not taken by the Crown in 1926.]

2. Agreement Effective

The agreement will be ratified by the Trust Board after obtaining the concurrence of its beneficiaries. A period of up to 12 months has been allowed for this.

3. Main Elements of the Agreement

- (a) The bed areas will be vested in the Trust Board. They will then cease to be Crown Land.



- (b) The Trust Board will hold title for its beneficiaries (in the case of the lake bed) and, in the case of the rivers and streams, for the members of the hapu who adjoin them, and in both case in trust for the common use and benefit of all the peoples of New Zealand.
- (c) The people of New Zealand (which is taken to include visitors) will continue to have freedom of entry to and access upon the bed areas and waters above them.
- (d) Where not inconsistent with the general principle of public access the Minister may at any time release portions of the bed areas from the agreement (i.e. they will become freed from the trust for public use and benefit). [There was a similar arrangement in the 1926 agreement.]
- (e) A management board will be set up, in partnership between the parties, for administration of the bed areas. It will consist of 4 members appointed by the Trust Board and 4 members appointed by the Minister in consultation with the Minister of Local Government. The management board will appoint one of its members as chairperson (without a casting vote).
- (f) The management board, where not inconsistent with the agreement, will as far practicable act as if it was an administering body of a reserve under the Reserves Act 1977.
- (g) The Trust Board and the Crown will share any revenue from new leases and licences granted by the Trust Board, and the Crown will continue to make annual payments on the basis of s.10 Maori Trust Boards Act 1955.

#### 4. Duties of the Management Board

The following duties are taken from the deed of agreement (otherwise refer to the Reserves Act 1977):

- (a) Determine what, if any, conditions or restrictions are necessary from time to time for the protection of the bed areas and protection and control of users;
- (b) To consider any application and recommend to the Trust Board whether or not it should grant a lease or licence over any portion of the bed areas;
- (c) Provide services or facilities for public use of the bed areas.

#### 5. Funding of the Management Board

The operations of the board will be funded as follows:

- (a) Revenue from any services or facilities it provides;

- (b) Cost recovery for considering lease and licence applications;
- (c) Such annual grants as it can negotiate with the Crown, the Trust Board, or any other person or body.

6. Effect on Boating

The status quo will be retained. Namely:

- (a) Any person who holds or obtains a permit or licence under the Lake Taupo Regulations 1976 will not need a lease or licence from the Trust Board;
- (b) Boating facilities owned or controlled by the Department of Internal Affairs continue to be the property of the Crown;
- (c) The rights of navigation and regulation of boating continue in the same way under the 1976 Regulations and the Harbours Act 1950.

7. Effect on Fishing

There will be no change to the present fishing regime in the waters covering the bed areas, nor the present access rights to the fishery, nor to the present statutory right of way.

8. Rights to the Water

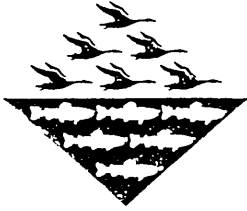
The rights to use water and regulate water use will not be affected in any way by this agreement.

9. Treaty Claims

The agreement was not made as a result of a claim under the Treaty of Waitangi Act. It does not prejudice or preclude any such claim.

This explanatory note was prepared by the Department of Conservation in consultation with Tuwharetoa Maori Trust Board officers.

8 September 1992



## NEW ZEALAND FISH & GAME COUNCIL

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24 September 1992

Hon Denis Marshall  
Minister of Conservation  
Parliament House  
WELLINGTON

Dear Mr Marshall,

CROWN, TUWHARETOA MAORI TRUST BOARD, AND LAKE TAUPO

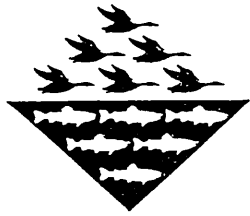
Thank you for your reply of 23 September 1992 to my earlier request for a copy of the signed agreement, relating to the transfer of the bed of Lake Taupo to Ngati Tuwharetoa.

This note is to confirm that I would still like to receive copies of recent correspondence and reports that have been exchanged between the Crown and the Tuwharetoa Maori Trust Board relating to the agreement, and the final signed agreement when it becomes available in approximately three months.

As you will be well aware, the settlement of Treaty of Waitangi claims is generating an increasing level of public interest. While I am aware the Lake Taupo transfer is not a consequence of that process it does nonetheless represent an early negotiation between the Crown and Maori on a land control issue, and on behalf of the Council I am keen to keep abreast of all such cases relating to fish and game.

Yours sincerely

W B JOHNSON  
Director



## NEW ZEALAND FISH & GAME COUNCIL

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28 June 1994

Hon Denis Marshall  
Minister of Conservation  
Parliament Buildings  
WELLINGTON

Dear Mr Marshall,

### **LAKE TAUPO 'OWNERSHIP' AGREEMENT**

Some time ago I wrote to you requesting a copy of the then proposed 'agreement' relating to the future ownership and control of Lake Taupo. At that time either yourself or one of your Parliamentary staff told me that the proposal was still being considered by Tu Wharetoa, and that it was not appropriate to release the proposal until those discussions had concluded.

This note is therefore to request an update on progress of this matter, and to again request a copy of the agreement if such has been concluded.

Your sincerely

W B JOHNSON  
Director



Office of the

# MINISTER OF CONSERVATION

PARLIAMENT BUILDINGS, WELLINGTON, NEW ZEALAND TELEPHONE (04) 471 9978 FACSIMILE (04) 473 3446

8 July 1994

11 JUL 1994

Mr W B Johnson  
Director  
New Zealand Fish and Game Council  
P O Box 13-141  
WELLINGTON 4

Dear Mr Johnson

Thank you for your letter of 28 June 1994, requesting a copy of the agreement relating to the future ownership and control of Lake Taupo.

Attached for your information are two documents: a deed of negotiation between the Crown and the Tuwharetoa Maori Trust Board; and an application from the Minister of Lands for an order vesting in the trust board, lands as described in the schedule.

Yours sincerely

Denis Marshall  
Minister for Conservation

encl



THIS DEED bearing date the 28<sup>th</sup> 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

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.





- 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.

*Wakar*  
11/1/01

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:

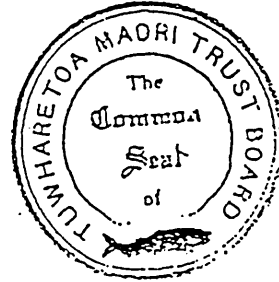
*Bill Mansfield*

*Director - General of Conservation Wellington*

THE GOVERNMENT OF NEW ZEALAND  
DEPARTMENT OF CONSERVATION  
WELLINGTON

*Jemi Hamae*

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



*H. P. Thompson*

Member

*Rangikaraiti Downs*

*[Signature]*

*John Hoani Wall*  
*Horiraka Karapoto*  
*Saki Aonui Kapua*  
*James Heemi Biddle*  
*Arthur Tetakonga*  
*Arthur Te Takanga*  
*Teaia Rauhi*  
*Waihi te Hei*

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 4<sup>th</sup> day of February 1993.

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



W. K. Harker

Rangihemata Jones

John Hani Watt  
Horanda Huanate

John Stephen Parnell

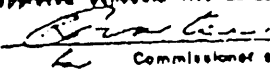
Ingrida  
Karamu Blues Te Rangihau ki Ahoi

David Sweeney

Arthur Tokinga Sweeney  
Arthur Te Takanga Grace

Leiti Kūhūhū

Jaxi Hani Kapua

The Minister of Lands  
Direct letter submitted for your signature if  
approved Schedule No. \_\_\_\_\_  
  
Commissioner of Crown Lands.

BEFORE THE MAORI LAND COURT  
AOTEA DISTRICT

IN THE MATTER of Section 134 Te Ture Whenua Maori  
Act 1983

AND

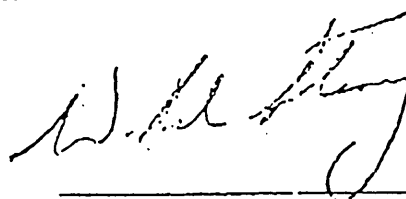
IN THE MATTER of an application by WILLIAM  
ROBSON STOREY, Minister of Lands,  
In respect of the beds of Lake Taupo  
and the Waikato River

The Minister of Lands hereby applies for an order vesting in the Tuwharetoa Maori Trust Board as freehold land the lands described in the Schedule hereto such vesting to be upon the conditions set out in a deed dated 28 August 1992 between the Minister of Conservation on behalf of Her Majesty the Queen and the Tuwharetoa Maori Trust Board and upon the grounds that pursuant to the said deed Her Majesty the Queen has agreed to return the said lands to Ngati Tuwharetoa and upon the further grounds set out in the memorandum filed in support of this application.

DATED at Wellington this

20 SEP 1993  
day of

1993.



William Robson Storey  
Minister of Lands

#### THE SCHEDULE

- (a) the bed of Lake Taupo (the margin being the 357.015m contour in terms of Moturiki datum) but excluding the tributaries thereof which will be the subject of a separate application;

- (c) the bed of the Waikato River extending from Lake Taupo to and inclusive of the Huka Falls cauldron but excluding the site of the Taupo control gates as described in NZ Gazette 1952 p 456, and 1972 p 675.