

# Pricing the priceless

*John Robinson investigates how non-market valuation can help in compensation cases for Maori landowners.*

There is now an increased recognition of the value of the natural environment, and a wish to protect indigenous resources, on private as well as public land. It has become necessary to place a value on resources which are to be conserved on private lands, and to calculate appropriate compensation when the use of a resource is restricted for the common good.

In a purely philosophical sense the question has no merit, since such land is by definition beyond monetary value. But there remains the purely practical matter of providing a fair compensation to people who are asked by the wider community to forgo any financial gains from a part of their property. This is not always an easy question to answer.

There are a number of examples of payments by the state for 'rental' of natural resources from Maori owners, or for compensation to Maori for the loss of such resources. Consider, for example, payments to the Tuhoe Waikaremoana and Wairoa Waikaremoana Trust Boards for the preservation and public use of Lake Waikaremoana. A brief outline of the history of the agreement shows how these payments originated.

In 1918 the Maori Land Court determined that the bed of the lake was owned by Maori and made an order in favour of 285 named persons. There was an appeal by the Crown, which was dismissed by the Appellate Court in 1944. After years of ongoing discussion, an agreement was reached in 1969, with payments dating from 1967. A valuation by the Valuer-General (the Maori as well as the Crown relied upon the work of the Valuation Department) was carried out in 1968, with updates in 1976 and 1986.

Even without recourse to the Treaty of Waitangi, with its recognition of Maori rights, the history of payments for this resource suggests a treatment of the owners which is somewhat less than fair. Should there be some recompense for the span of 49 years between the formal recognition of ownership and the first payment? The payments were not indexed for inflation—a problem with a number of other annual payments for Maori losses—and

the subsequent value of the payments diminished significantly in periods of high inflation. In a market situation the value of properties, and the rental charged, would have increased more or less with inflation.

By the time of the agreement the level of the lake had been altered by use of its waters for electricity generation. The original area of the waters of the lake had become a strip of dry land surrounding the existing lake surface. The valuation made was of both parts.

Because of its rural zoning and situation within a National Park, the lake frontage has been valued as rural land. This is despite the obvious fact that it is prime recreational land. Indeed, the valuer who carried out the original valuation noted that "it would be reasonable to assume that there would be a firm demand for the purchase and control of such an attractive private lake". This choice of zoning had significant consequences in the 1986 revaluation, when farm prices in the vicinity had dropped significantly while prices of properties with tourist potential had continued to increase.

A calculation of the value of the lake waters was based on one use, that of fishing, and for the most part on one measure of the value of this activity, expenditure on fishing licenses. It was estimated that around one-tenth of the fishing in the Rotorua district was in Lake Waikaremoana. The valuers then calculated one-tenth of the average sales of Rotorua fishing licenses in some preceding period, and capitalised this sum (along with some lesser spending on launch and boat hire) at five percent to obtain a value for the lake waters. Rental for the lake waters was calculated at a rate of interest of 5.5 percent on that estimated valuation.

While the methodology was a fair attempt to solve a difficult problem, and the valuers have noted the limitations of their calculations, the subject of non-market valuation has developed significantly in recent years. It is now possible to provide a more comprehensive estimate of the amount spent by users and to thus obtain an improved valuation of environmentally valuable resources which will never be for sale in the marketplace.

Lake Waikaremoana is viewed by sightseers who would not have travelled that route if the lake were not visible, as well as by trampers and boaters. A selection of

methodologies, including questionnaires, could indicate the amount spent specifically in order to travel to and enjoy that resource. The real value of payments can be preserved between valuations by indexation to the consumer price index. This is often referred to as the purchasing power parity method. Counts of numbers of park visitors can provide additional input to annual updates of valuations without a repeat of the whole non-market valuation exercise.

A number of such non-market valuations have been carried out here. Examples, with the expenditure estimates, include the Milford walking track (1977, \$70-\$400 per visit), forest recreation at Kaweka and Kaimanawa Forest Parks (1984, \$27 per person per visit), Rakaia River salmon angling (1983, \$30 per angler per year), recreational crayfish diving at Kaikoura Peninsula (1985, \$49-\$444 per diver per year) and Wanganui River recreation (\$104 per person per visit).

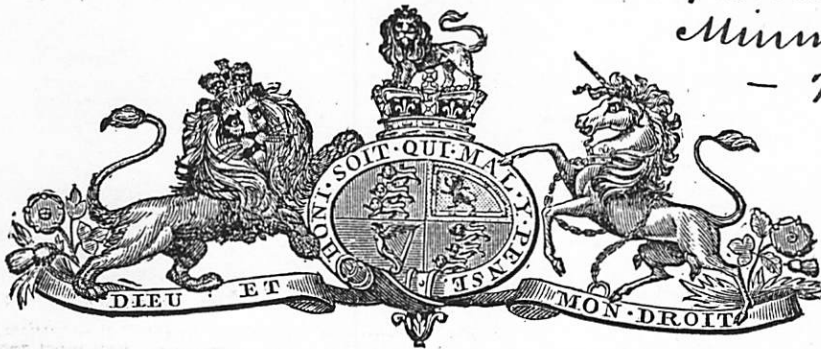
While it would seem that non-market valuation could help in the solution of problems in payments to Maori Trust Boards and to other private owners of environmentally sensitive resources, the Government appears to be moving somewhat slowly in applying such methodologies. The Department of Conservation has not carried out a non-market valuation, but is investigating the potential for including environmental assets within the national accounts, known as natural resource accounting.

The previous Government was developing a national policy for indigenous forests, with the overall objective of maintaining or enhancing in perpetuity their existing area. As part of the implementation strategy the Government established two funds to encourage private landowners to protect such forests; the Forest Conservation Fund (with an allocation of \$6.75m per year) and Nga Whenua Rahui (to apply processes and criteria more suited to Maori landowners). As these funds are in the process of being set up, funding criteria and valuation methodologies have yet to be addressed. ●

*Dr John Robinson is a Wairarapa-based economic consultant with a special interest in social policy.*

NEW ZEALAND.

*Repealed by The Mining Act 1886 - No. 51 -*



TRICESIMO SECUNDO ET TRICESIMO TERTIO

# VICTORIÆ REGINÆ.

No. XXIV.

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### ANALYSIS.

Title.  
Preamble.  
1. Short Title.

2. Land in Schedule not to be dealt with.  
3. Certain Acts not to apply to land in Schedule except part of "Gold Fields Act 1868." Schedule.

AN ACT to restrict the Sale and Letting of a certain part of the Sea Beach in the Province of Auckland.

[2nd September 1869.]

WHEREAS by "The Gold Fields Act 1868" it is enacted that it shall be lawful for the Governor in Council to include within a Gold Field any land lying below high water-mark subject to the proviso therein contained And whereas the land described in the Schedule hereto lies below high water-mark and it is expedient that provision should be made for preventing all dealings and transactions about or interference with the same by any person other than Her Majesty

BE IT THEREFORE ENACTED by the General Assembly of New Zealand in Parliament assembled and by the authority of the same as follows—

1. The Short Title of this Act shall be "The Shortland Beach Act 1869."

2. It shall not be lawful for any person other than Her Majesty to make any contract lease or conveyance with or from any aboriginal Native of or concerning the piece of land described in the Schedule hereto or any part thereof or any estate or interest therein and all transactions and dealings of or concerning the said piece of land or any part thereof are and shall be absolutely invalid.

3. No part of "The Public Reserves Act 1854" or any Act amending it or "The Gold Fields Act 1866" "The Gold Fields Act Amendment Act 1867" or "The Gold Fields Act Amendment Act 1868" except that part of "The Gold Fields Act Amendment 1868."

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*Shortland Beach.*

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Act 1868" which provides that certain land lying below high water-mark shall for the purposes of that Act be deemed to be land over which the Native title has not been extinguished shall apply to the said piece of land.

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**SCHEDULE.**

Schedule.

ALL that piece or parcel of the sea shore in the Frith of the Thames in the Province of Auckland being adjacent to the Thames Gold Field extending from high water-mark to low water-mark and bounded on the one side by a line running south-west from the wharf at the mouth of the Kauaeranga Creek and on the other side by a line running west from the north-west bank of the Tararu Creek at its mouth.

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WELLINGTON, NEW ZEALAND:

Printed under the authority of the New Zealand Government, by GEORGE DIDSURY, Government Printer.

### Obsolete Volumes of Statutes

With the issue of this eighth volume, the following volumes have become obsolete (except for Local and Private Acts):

1957 Reprint, Vols. 1, 2, 3,	1966, Vols. 3*, 4
4, 5, 7,	1967, Vol. 3
8, 12, 14	1968, Vols. 3, 4
1958, Vol. 2*	1969, Vol. 3
1961, Vol. 2	1970, Vol. 2*
1963, Vol. 2*	1971, Vols. 2, 5
1964, Vol. 3	1973, Vol. 3
1965, Vols. 3, 4	1974, Vol. 4

\*These volumes contain Local and Private Acts.

## REPRINTED ACT

[WITH AMENDMENTS INCORPORATED]

# LAKE WAIKAREMOANA

REPRINTED AS ON 1 JUNE 1981

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## THE LAKE WAIKAREMOANA ACT 1971

1971, No. 152

**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) of the Maori Trust Boards Act 1955.*

(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) of the Maori Trust Boards Act 1955.*

(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.

In subs. (1) the reference to the Department of Maori Affairs was substituted for a reference to the Maori and Island Affairs Department by s. 5 (2) of the Maori Affairs Amendment Act 1974.

**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 by s. 15 (2) of the Maori Purposes Act 1972.*

**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) of the Maori Trust Boards Act 1955.*

**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

Section 2

## LEASE OF LAKE WAIKAREMOANA

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 Rangihau of Waipatu, clerk in Holy Orders; Tikitu Tepoono of Te Teko, Taxi Proprietor; William Waiwai of Turangi, Public Servant; Kahurangi 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 **DOETH 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.

The National Parks Act 1952 has been repealed and replaced by the National Parks Act 1980.

**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:

SCHEDULE—*continued*

- (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

SCHEDULE—*continued*

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.



## SCHEDULE—continued

Sir Turi Carroll as Lessor:

T. Carroll.

Witness: Whare Cotter.  
Occupation: Supervisor.  
Address: Napier.

John Rangihau as Lessor:

John Rangihau.

Witness: Whare Cotter.  
Occupation: Supervisor.  
Address: Napier.

Wiremu Matamua as Lessor:

Wiremu Matamua.

Witness: Whare Cotter.  
Occupation: Supervisor.  
Address: Napier.

Turi Tipoki as Lessor:

Turi Tipoki.

Witness: Whare Cotter.  
Occupation: Supervisor.  
Address: Napier.

Te Okanga Huata as Lessor:

T. O. Huata.

Witness: Whare Cotter.  
Occupation: Supervisor.  
Address: Napier.

Canon Rimu Hamiora Rangiihu as Lessor:

R. H. Rangiihu.

Witness: Whare Cotter.  
Occupation: Supervisor.  
Address: Napier.

Tikitu Tepoono as Lessor:

Tikitu Tepoono.

Witness: Whare Cotter.  
Occupation: Supervisor.  
Address: Napier.

William Waiwai as Lessor:

William Waiwai.

Witness: Whare Cotter.  
Occupation: Supervisor.  
Address: Napier.

## SCHEDULE—continued

Kahu Tihi as Lessor:

Kahu Tihi.

Witness: Whare Cotter.  
Occupation: Supervisor.  
Address: Napier.

Rodney Gerald Gallen as Lessor:

R. G. Gallen.

Witness: Whare Cotter.  
Occupation: Supervisor.  
Address: Napier.

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The Lake Waikaremoana Act 1971 is administered in the Department of Maori Affairs.

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