

CONSERVATION COVENANT
(Section 27, Conservation Act 1987; and
Section 77, Reserves Act 1977)

BETWEEN TE RUNANGA O NGATI POROU a Maori Trust Board pursuant to Te Runanga o Ngati Porou Act 1987; together with its successors, assigns servants and agents (“Ngati Porou”)

AND HER MAJESTY THE QUEEN by and through the Minister of Conservation (“the Minister”)

WHEREAS

- A. Ngati Porou is the legal beneficial owner of the land described in Schedule A (“the land”) which was vested in Te Runanga o Ngati Porou on 18 January 1991 under the provisions of section 436, Maori Affairs Act 1953.
- B. The Land is part of the mountain known as Mt Hikurangi.
- C. To Ngati Porou, Mt Hikurangi is the maunga tapu / sacred mountain of the Ngati Porou people; Ngati Porou is the Kaitieki of the land on behalf of the Ngati Porou people; and Ngati Porou have an unique ongoing association with the Land.
- D. Ngati Porou and the Minister have treated and agreed pursuant to a Deed dated 3 November 1990 and subsequent Variation duly executed between the parties, to enter into a Conservation Covenant under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977 to preserve, enhance and maintain the Land for the purposes set out in clause 3 of this Covenant.



E. The parties recognise that this Deed is between principals who have negotiated with authorised mandate, goodwill, and mana.

- F. Ngati Porou acknowledges that it is consistent with its ownership and mana to recognise obligations to conserve and protect the land in a manner set out in this Covenant.
- G. The parties recognise that the execution of this Covenant is without prejudice to the rights of Ngati Porou to make any claims relating to Treaty of Waitangi issues or otherwise.

NOW THEREFORE THIS COVENANT WITNESSES that in accordance with section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977, Ngati Porou and the Minister MUTUALLY AGREE as follows:

1. INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

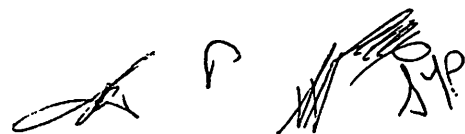
“Act” means the Conservation Act 1987 and/or the Reserves Act 1977.

“Covenant” means this Deed of Covenant duly executed by the parties.

“Crown” means Her Majesty the Queen in right of New Zealand.

“Deed” means the principal Deed of Agreement between the parties dated 3 November 1990 and includes the variation of the Deed duly executed by the parties.

“Easement” means the Memorandum of Grant of Easement in gross for the purposes of the New Zealand Walkways Act 1990 duly executed by the parties to this Covenant.



"Land" means the land described in Schedule A in this Covenant which was vested in Te Runanga o Ngati Porou on 18 January 1991 pursuant to section 436 of the Maori Affairs Act 1953.

"Ngati Porou" means Te Runanga o Ngati Porou being a Maori Trust Board pursuant to Te Runanga o Ngati Porou Act 1987; together with its successors, assigns, servants and agents.

"Recitals" means the spiritual, cultural and historical statements of association to the Land by Ngati Porou which are incorporated into the Deed; and which form part of this Covenant between the parties.

1.2 For avoidance of doubt:

1.2.1 The reference to any Act in this Covenant extends to, and includes, any amendment to or substitution for that Act;

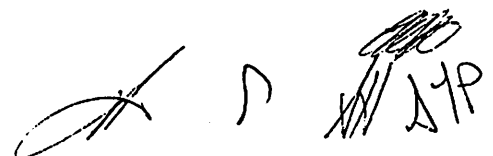
1.2.2 Clause and other headings are for ease of reference only and shall not be deemed to form any party of the context or to affect the interpretation of this Covenant;

1.2.3 Words importing the singular number shall include the plural and vice versa;

1.2.4 Reference to parties are references to parties to this Covenant;

1.2.5 References to clauses are references to clauses of this Covenant;

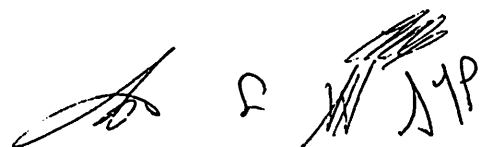
1.2.6 References to persons shall be deemed to include references to individuals, companies, corporations, firms, partnerships, joint ventures, associations, organisations, trusts, states or agencies of state, government departments and local and municipal authorities in each case whether or not having separate legal personality;

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- 1.2.7 Expressions defined in the main body of this Covenant bear the defined meaning in the whole of this Covenant including the Recitals. Where the parties disagree over the interpretation of any thing contained in this Covenant, then in determining the issue the parties shall have regard to the matters contained in the Recitals;
- 1.2.8 Any obligation not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done;
- 1.2.9 Words importing one gender shall include the other gender; and
- 1.2.10 The agreements contained in this Covenant shall bind and benefit Ngati Porou and its heirs executors successors and assigns in perpetuity and shall bind any lessee of the Land for the term of any lease;
- 1.2.11 Where clauses of this Covenant require further agreement between the parties, then such agreement must not be unreasonably withheld.
- 1.3 Subject to the rights, obligations and agreements conferred by this Covenant and until surrender by the Crown, Ngati Porou may exercise all rights and obligations consistent with its ownership of the Land.

2 STATEMENT OF NGATI POROU

- 2.1 To Ngati Porou, the Land is tapu / sacred to Ngati Porou who have a long spiritual and historical association with the Land as set out in the Recitals. Ngati Porou, as the owner and Kaitieki of the Land on behalf of Ngati Porou, will manage the Land in accordance with Ngati Porou custom and in doing so has agreed to enter into this Covenant on the terms and conditions set out herein.

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3. PURPOSES OF COVENANT

3.1 To protect conservation values in relation to the Land, Ngati Porou shall manage the land with the following purposes:

3.1.1 Preserve the natural character of the Land with particular regard to the natural functioning of the ecosystem and to the native flora and fauna in their diverse and natural communities;

3.1.2 Protect and enhance the spiritual, cultural and historical integrity and values of the Land and its associated water bodies;

3.1.3 Preserve the Land as an outstanding area representative of a significant part of the natural ecological character of the Motu Ecological District;

3.1.4 Preserve the landscape amenity values of the Land;

3.1.5 Provide for the public's recreational use and enjoyment of the Land, to the extent consistent with the preceding purposes, and in accordance with clause 5 of this Covenant;

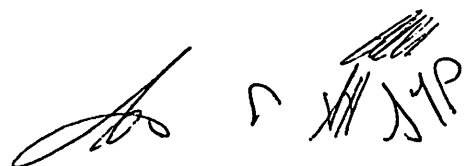
4. MANAGEMENT

4.1 Unless agreed in writing by the parties, Ngati Porou shall not carry out or permit in relation to the Land:

4.1.1 The grazing of the Land by livestock;

4.1.2 The felling, removal or damage of any indigenous tree shrub or other plant on the Land;

4.1.3 The planting of any species of tree shrub or other plant on the Land;

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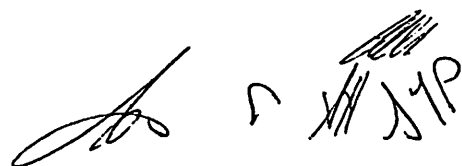
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4.1.2 The felling, removal or damage of any indigenous tree shrub or other plant on the Land;

4.1.3 The planting of any species of tree shrub or other plant on the Land;



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- 4.1.4 The erection of any fence, building, structure or other improvements on the Land whether for Ngati Porou purposes or for other private or public purpose;
- 4.1.5 Any burning, topdressing or the sowing of seed on the Land;
- 4.1.6 Any cultivation, earthworks or other soil disturbance on the Land;
- 4.1.7 Any archaeological or other scientific research involving disturbance of the soil.
- 4.2 The parties shall have regard to the purposes of this Covenant contained in clause ~~2~~³ when considering any agreement under this clause. Such agreement as between the parties must not be unreasonably withheld.

J.P.

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5. PUBLIC ACCESS

- 5.1 Subject to the terms and conditions contained in this Covenant, Ngati Porou shall allow members of the public free and unimpeded access on foot at all times throughout the Land consistent with the purposes of this Covenant.
- 5.2 Ngati Porou may prohibit or restrict public access to the Land for the express purpose of spiritual, cultural, traditional or religious events or reasons, for a maximum, of 14 days per year. In such event, the means of effecting the public access restriction shall be discussed and notified in writing to the Minister. Any such closure will coincide with public access restriction provided by clause 4.1.1 of the Easement.
- 5.3 In the case of death or serious accident on or associated with Mount Hikurangi, Ngati Porou may without prejudice to the rights contained in clause 5.2, declare a Rahui / spiritual prohibition according to Ngati Porou tikanga. In the case of declaring a Rahui, clause 5.4 shall also apply.
- 5.4 Prior to any closure or restriction of public access to the Land, Ngati Porou where reasonably practicable and at its own expense, shall advertise such restriction in the

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local newspaper; and notify the restriction on prominent notices placed on the Land in appropriate places to notify the public.

5.5 Public access to the land shall be limited to those rights of access for the public to pass and repass over the Land on foot and shall be subject to Ngati Porou rights as owner and Kaitieki. For the avoidance of doubt, it is agreed that the following activities are expressly prohibited unless consent is first obtained in writing from Ngati Porou:

5.5.1 **Camping:** camping on or adjacent to the Land;

5.5.2 **Horses and Animals:** passage on or through the Land by horses or any other animal used for transportation purposes;

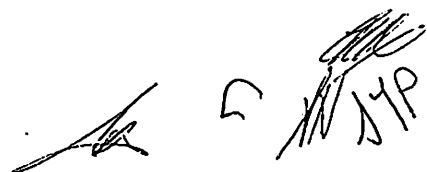
5.5.3 **Dogs or Pets:** dogs or pets of any description, whether retained on a leash or otherwise;

5.5.4 **Vehicles:** passage by motorcycle, bicycle or any other means of locomotion, mechanical, electrical or otherwise.

5.5.5 **Firearms:** carrying and discharge of a firearm and/or other weapons.

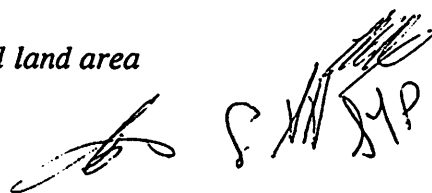
5.6 The Minister will use best endeavours to ensure that users of the Raukumara Forest Park adjacent to the Land, notify Ngati Porou when and if they intend gaining access to the Land from any entry point other than through the Easement. The Minister will meet this requirement by reference in maps, department publications and general advice to forest park users.

6. THE MINISTER'S OBLIGATIONS

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- 6.1 Subject to clause 7, the Minister shall with the agreement of Ngati Porou eradicate or control noxious, troublesome or adventitious plants or trees on the Land to the extent that such weeds pose a threat to the adjoining land owned by Ngati Porou or are required to be controlled under any enactment.
- 6.2 The Minister may eradicate or control weeds if the parties agree that they pose a threat to the management objectives of either party having regard to the purposes of this Covenant contained in clause 3.
- 6.3 The Minister shall with the agreement of Ngati Porou, use any practical means and be responsible for the control of wild animals as defined in the Wild Animal Control Act 1977; and other animal pests on the Land, at a low level consistent with and having regard to the purposes of this Covenant contained in clause 3. Subject to the Conservation Act 1987 and the Public Finance Act 1989, the Minister will pay to Ngati Porou any net income received from wild animal control activities on the Land after first deducting all costs connected with those activities.
- 6.4 The Minister shall in the event of wildfire upon or threatening the Land, render assistance to Ngati Porou in suppressing the fire.
- 6.5 Any assistance by the Minister under clause 6.4 shall be at no cost to Ngati Porou unless Ngati Porou was responsible for the wildfire through wilful action or negligence, including the case where the wildfire was caused by the escape of a permitted fire due to non-adherence to conditions of a requisite permit.
- 6.6 Ngati Porou shall notify the Minister as soon as practicable in the event of wildfire threatening the Land.
- 6.7 The Minister shall reimburse Ngati Porou for the proportion of any local authority rates levied on the Land; and any other reasonable costs associated with compliance with requisite statutes, regulations and bylaws in relation to the Land. The parties agree that the formula for proportioning rates in respect of the Land shall be as follows:

Rates amount levied ÷ total land area x covenanted land area

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6.8 Ngati Porou with the assistance of the Minister, will take all reasonable steps as a responsible landowner to minimise local authority rates.

7. JOINT OBLIGATIONS

7.1 Notwithstanding clause 6.1, Ngati Porou shall assist the Minister in the eradication or control of weeds associated with former grazing lands within the Land to the extent that such weeds pose a threat to the adjoining land held by Ngati Porou.

7.2 The Minister and Ngati Porou shall be jointly and equally responsible for the maintenance in a stockproof condition of fences between the Land and the adjoining lands. Provided where any party is responsible for damage to fences, then that party shall be solely responsible for reinstating fencing. The Minister shall be solely responsible for damage caused by the public.

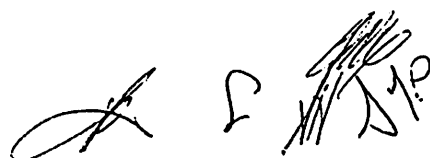
8. DURATION OF COVENANT

8.1 This Covenant shall bind the parties to the rights and obligations contained within it until the Covenant is varied and/or terminated by mutual agreement by both parties, or in the event of termination under clause 12.2.

9. WITHOUT PREJUDICE TO TREATY CLAIMS

9.1 The parties acknowledge that this Covenant is not entered into in recognition of any claim (whether present or future) made by Ngati Porou or any other person in respect of any alleged breach by the Crown of its obligations under the Treaty of Waitangi or as a fiduciary or otherwise. The agreements in this Covenant are accordingly without prejudice to the rights of the parties in respect of any claims under the Treaty of Waitangi or as a fiduciary or otherwise and it is expressly acknowledged that this Covenant does not evidence any acceptance or otherwise of any such claims by the Crown.

10. MISCELLANEOUS MATTERS



- 10.1 The rights hereby granted are expressly declared to be in the nature of a Covenant but the Crown shall not assign or otherwise dispose of its interest under this Covenant.
- 10.2 Nothing in this Covenant in any way diminishes or affects the rights of Ngati Porou to exercise rights of a landowner under the Trespass Act 1908, any other statute or generally at law or otherwise. For the avoidance of doubt, these rights may be exercised if Ngati Porou reasonably believes a person/s is in breach of the rights and/or restrictions of access conferred by this Covenant.
- 10.3 The provisions of the Act shall apply except where the Act is specifically excluded in the body of this Covenant as having application.
- 10.4 Subject to clause 1.2.10 the parties acknowledge the agreements contained in this Covenant are between Ngati Porou and the Crown and, are not intended to be a promise conferring benefits on any third party which support or sustain any right of enforcement by any third party pursuant to the terms of section 4 of the Contracts (Privity) Act 1982.

11. NOTICES

- 11.1 Any notice required to be given in terms of this Covenant shall be sufficiently given if made in writing and served as provided in section 152 of the Property Law Act 1952 and shall be sufficiently given if actually received by the party to whom it is addressed or that party's solicitor.
- 11.2 Any notice required to be given by the Minister shall be sufficiently given if it is signed by the Conservator East Coast/Hawkes Bay Conservancy, Department of Conservation, Gisborne. Any notice required to be served upon the Minister shall be sufficiently served if delivered to the office for the time being of the Conservator East Coast/Hawkes Bay Conservancy, Department of Conservation, Gisborne.

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11.3 Any notice required to be given by Ngati Porou shall be sufficiently given if it is signed by a duly authorised officer or Trustee of Ngati Porou. Any notice required to be served on Ngati Porou shall be sufficiently served if delivered to the Head Office for the time being of Ngati Porou (currently at Ruatoria).

12. DEFAULT

12.1 Where there is any breach of any agreement contained in this Covenant by either party, then the other party (subject to clause 6) shall be entitled to take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and shall also be entitled to recover from the party responsible for the breach as a debt due, all costs incurred by the other party as a result of remedying such breach or preventing further damage.

12.2 If the breach was a material failure on the part of the Minister under the terms of this Covenant, then Ngai Porou may, by notice in writing, terminate this Covenant but without prejudice to the rights of Ngati Porou to sue for damages for acts or omissions prior to the date of termination.

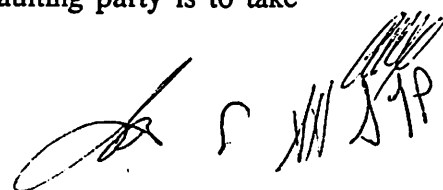
12.3 If the breach was a material failure on the part of Ngati Porou under the terms of this Covenant, then the Minister's actions are without prejudice to the rights of the Minister to sue for damages for such breach.

12.4 Should either party to this Covenant be of the reasonable view that the other ("the defaulting party") has defaulted in the performance or observance of any of its obligations under this Covenant, then that party shall by written notice prior to taking any remedial action:

12.4.1 Advise the defaulting party of the default;

12.4.2 State the action reasonably required of the defaulting party to perform in accordance with this Covenant; and

12.4.3 State a reasonable timeframe within which the defaulting party is to take such action to remedy the breach.



13. DISPUTE RESOLUTION PROCESSES

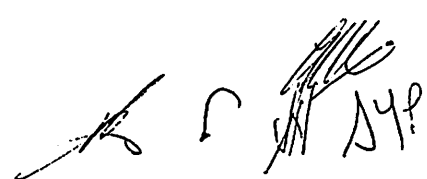
- 13.1 In the event the defaulting party fails to take the requisite action/s required within the time given in the notice under clause 12.4; or if the defaulting party disputes the notice or any aspect of it; or if any other dispute arises in connection with this Covenant and the rights and obligations contained herein; then the parties agree to first make efforts to resolve the issues through negotiation between representatives with managerial responsibility on behalf of each party.
- 13.2 In the event a resolution is not agreed within one (1) month of the date given in clause 12.4.3, then the matter will be referred directly to the Chairperson of Ngati Porou and the Minister for the time being for negotiation and/or resolution.
- 13.3 In the event a resolution contemplated by the process provided in clause 13.2 is not agreed within three (3) months of the date given in clause 12.4.3, then the matter will be referred to formal mediation by the parties with a mediator agreed between them. Failing agreement between the parties as to an agreed mediator, then such will be appointed by the President of the New Zealand Law Society.
- 13.4 In the event that the matter is not resolved by mediation within nine (9) months of the date referred to in clause 12.4.3, then the parties agree that the provisions of the Arbitration Act 1996 shall apply. The parties further agree that the outcome of arbitration shall be binding on the parties.

SCHEDULE A

Gisborne Land District

ALL those pieces of land described as follows:

- (a) 705.3 ha being part Tapuaeroa 2B, being "A" on DP 9679; part certificate of title 109/185;
- (b) 456.8 ha being part Tapuaeroa 2C, being "B" on DP 9679; part certificate of title 109/184
- (c) 3760.0 ha being Hikurangi Block ML 8929, all certificate of title



IN WITNESS OF WHICH THIS COVENANT HAS BEEN EXECUTED, this
19th day of March 2001

THE COMMON SEAL OF)
TE RUNANGA O NGATI POROU)
was hereunto fixed pursuant to a)
resolution of the Runanga and in the)
presence of:)

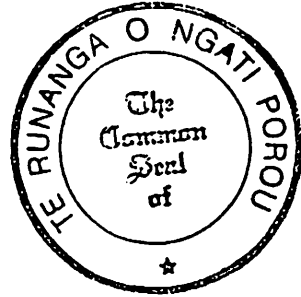


Chairperson

[Handwritten Signature] Secretary

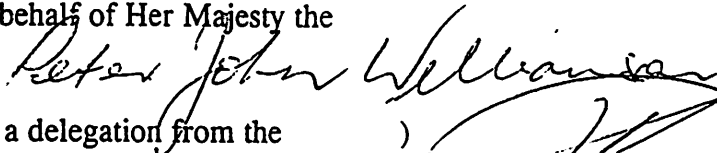
A. J. Parata Trust Board Member

_____ Trust Board Member



SIGNED on behalf of Her Majesty the

Queen by



Acting under a delegation from the)

Minister of Conservation dated)

29.10. 97 in the presence of:)

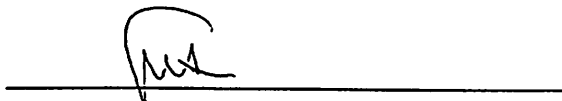


[Handwritten Signature] Witness

Nadine A Proctor Name

GISBORNE Address

Correct for the purposes of the Land Transfer Act 1952



Solicitor for Her Majesty the Queen

CERTIFICATE OF CONFIRMATION

TE TURE WHENUA MAORI ACT 1993, SECTION 153 and 155

At a sitting of the Maori Land Court held at Gisborne on the 20th day of June 2001 before Wilson Whare Isaac, Deputy Chief Judge, Patrick John Savage, Judge, and Caren Leslie Wickliffe, Judge.

WHEREAS the Court after due inquiry is satisfied that the alienation purporting to be effected by the attached written instrument of alienation, has been effected in all respects in accordance with the law in force at the time of the execution thereof:

AND WHEREAS the Court is satisfied as to all matters upon which the Court is by law required to be satisfied of under Te Ture Whenua Maori Act 1993:

The Court hereby confirms the alienation purporting to be effected by the said instrument.

AS WITNESS the hand of the Caren Leslie Wickliffe Judge and the Seal of the Court this 30th day of July 2001.


Judge.



TRANSFER

Land Transfer Act 1952

This page does not form part of the Transfer



If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

Gisborne

Certificate of Title No.

109 184
109 185

All or Part?

Part

Area and legal description - Insert only when part or Stratum, CT

As noted in the Annexure Schedule

Transferor Surnames must be underlined

TE RUNANGA O NGATI POROU

Transferee Surnames must be underlined

HER MAJESTY THE QUEEN acting by and through the Minister of Conservation

Estate or Interest or Easement to be created: Insert e.g. Fee Simple; Leasehold in Lease No.; Right of way etc

Right of way easement for purposes of the New Zealand Walkway Act 1990

Consideration

As noted in the Annexure Schedule

Operative Clause

The TRANSFEROR for the above consideration (receipt of which is acknowledged) TRANSFERS to the TRANSFEE the estate or interest described above in the land in the above certificate(s) of title and if an easement is described above such is granted or created

Dated this 19th day of March 2001

Attestation

See Annexure Schedule	Signed in my presence by the Transferor Signature of Witness
	<hr/> Witness to complete in BLOCK letters (unless typewritten or legibly stamped) Witness name Occupation Address
Signature, or common seal of Transferor	

Certified correct for the purposes of the Land Transfer Act 1952
Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971.
(DELETE INAPPLICABLE CERTIFICATE)

Solicitor for the Transferee

Insert below

"Mortgage", "Transfer", "Lease", etc

transfer

Dated 19 March 2001

Page 1 of 8 Pages

RECITALS

- A. **TE RUNANGA O NGATI POROU** ("Ngati Porou") is the registered proprietor of an estate in fee simple in all that piece of land situated in the Gisborne Land District containing 6989 acres, more or less, being part of the Tapuaeroa No.2B Block and section 2D and part of section 2C of the Tapuaeroa Block and being all the land comprised and described in Certificates of Title Volume 109 Folio 185 and Volume 109 folio 184, Gisborne Land Registry ("the Land").
- B. The Land is part of Pakihiroa Station which itself is part of the mountain known as Hikurangi.
- C. The East Coast Conservation Board ("the Board), after consultation with Ngati Porou, considers that part of the land should be made available for use by the public as a Walkway for the purposes of the New Zealand Walkways Act 1990.
- D. The Board, pursuant to the power conferred in that behalf by subsection (1) of section 8 of the New Zealand Walkways Act 1990, has requested the Director-General of Conservation to treat and agree in the name and on behalf of HER MAJESTY THE QUEEN (called the Crown) for the grant of an Easement over the Land on the conditions contained herein.
- E. To Ngati Porou, Mt Hikurangi is the maunga tapu / sacred mountain of the Ngati Porou people; Ngati Porou is the Kaitieki of the land on behalf of the Ngati Porou people; and Ngati Porou have an unique ongoing association with the Land.
- F. Ngati Porou and the Crown have negotiated and agreed to the grant of this Easement providing access rights over the Land.
- G. Ngati Porou has agreed to grant an Easement together with the additional rights hereinafter appearing for the purpose of allowing convenient foot access to the public from the public road in Tapuaeroa Valley to that part of Hikurangi that is subject to a Conservation Covenant duly executed between the parties.
- H. The parties recognise that this Easement is between principals who have negotiated with authorised mandate, goodwill, and mana.
- I. The parties recognise that the execution of this Easement is without prejudice to the rights of Ngati Porou to make any claims relating to Treaty of Waitangi issues or otherwise.

GRANT OF EASEMENT

In consideration of the premises, Ngati Porou TRANSFERS AND GRANTS TO THE CROWN as an easement in gross on the terms and conditions set out herein for all time from and including the 29th day of August 1999, full, free, uninterrupted and unrestricted right liberty and privilege from time to time and at all times for any member of the public at his or her will and pleasure to go pass and reposs on foot over and along the Walkway to the end and intent that the Walkway shall be used for the purposes of the New Zealand Walkways Act 1990.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

W J P

[Signature]

Annexure Schedule

Insert below

"Mortgage", "Transfer", "Lease", etc

transfer

Dated

19 March 2011

Page

2

of

8

Pages

AGREEMENTS:

Ngati Porou and the Crown agree as follows:

1. INTERPRETATION

1.1 Unless the context otherwise requires:

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"Crown" means Her Majesty the Queen in right of New Zealand.

"Deed" means the principal Deed of Agreement between the parties dated 3 November 1990 and includes the variation of the Deed duly executed by the parties.

"Director-General" means the Director-General of Conservation.

"Land" means the land described in Recital A of this Easement.

"Ngati Porou" means Te Runanga o Ngati Porou being a Maori Trust Board pursuant to Te Runanga o Ngati Porou Act 1987; together with its successors, assigns, servants and agents.

"Recitals" means the spiritual, cultural and historical statements of association to the Land by Ngati Porou which are incorporated into the Deed; and which form part of this Easement between the parties.

"Walkway" means the right of way described in the 1st Schedule

1.2 For avoidance of doubt:

1.2.1 The reference to any Act in this Easement extends to, and includes, any amendment to or substitution for that Act;

1.2.2 Clause and other headings are for ease of reference only and shall not be deemed to form any party of the context or to affect the interpretation of this Easement;

1.2.3 Words importing the singular number shall include the plural and vice versa;

1.2.4 Reference to parties are references to parties to this Easement;

1.2.5 References to clauses are references to clauses of this Easement;

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

W 54P
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Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease", etc

transfer

Dated 19 March 2021

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- 1.2.6 References to persons shall be deemed to include references to individuals, companies, corporations, firms, partnerships, joint ventures, associations, organisations, trusts, states or agencies of state, government departments and local and municipal authorities in each case whether or not having separate legal personality;
- 1.2.7 Expressions defined in the main body of this Easement bear the defined meaning in the whole of this Easement including the Recitals. Where the parties disagree over the interpretation of any thing contained in this Easement, then in determining the issue the parties shall have regard to the matters contained in the Recitals;
- 1.2.8 Any obligation not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done;
- 1.2.9 Words importing one gender shall include the other gender; and
- 1.2.10 The agreements contained in this Easement shall bind and benefit Ngati Porou and its heirs executors successors and assigns in perpetuity and shall bind any lessee of the Land for the term of any lease;
- 1.2.11 Where clauses of this Easement require further agreement between the parties, then such agreement must not be unreasonably withheld.
- 1.3 Subject to the Walkway and rights, obligations and agreements set out in this Easement and until its surrender by the Crown, Ngati Porou may exercise all rights and obligations consistent with its ownership of the Land.
- 1.4 In the exercise of any statutory powers and/or discretions, the Minister shall do so in a manner consistent with the provisions of this Easement and the rights and obligations contained herein.
- 2. **STATEMENT OF NGATI POROU**
 - 2.1 To Ngati Porou, the Land is tapu/sacred to Ngati Porou who have a long spiritual and historical association with the Land as set out in the Recitals. Ngati Porou, as the owner and Kaitieki of the Land on behalf of Ngati Porou, will manage the Land in accordance with Ngati Porou custom and in doing so has agreed to grant an Easement on the terms and conditions set out herein.

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3. PROHIBITED FORMS OF ACCESS

3.1 The Walkway shall be limited to those rights of access for the public to pass and repass over the Land on foot and shall be subject always to Ngati Porou's rights as owner and Kaitiaki. For the avoidance of doubt, and without affecting the limited nature of the Walkway, it is agreed that the following activities are expressly prohibited unless consent is first obtained in writing from Ngati Porou:

- 3.1.1 **Camping:** camping on or adjacent to the Land;
- 3.1.2 **Horses and Animals:** passage on or through the Land by horses or any other animal used for transportation purposes;
- 3.1.3 **Dogs or Pets:** dogs or pets of any description, whether retained on a leash or otherwise;
- 3.1.4 **Vehicles:** passage by motorcycle, bicycle or any other means of locomotion, mechanical, electrical or otherwise;
- 3.1.5 **Firearms:** carrying and discharge of a firearm and/or other weapons.

4. CLOSURE OF THE WALKWAY

4.1 Ngati Porou may prohibit or restrict public access to the Walkway for up to a maximum of 50 days in each calendar year as follows:

- 4.1.1 Spiritual, cultural, traditional or religious events or reasons, for a maximum of 14 days per year.
- 4.1.2 To avoid potential adverse effects on activities carried out by Ngati Porou on adjoining land to protect Ngati Porou's farming operations and/or lambing activities for a maximum of 21 consecutive days.

4.2 In such event, the means of effecting the public access restriction shall be discussed and notified in writing to the Minister.

4.3 In the case of death or serious accident on or associated with Mount Hikurangi, Ngati Porou may without prejudice to the rights contained in clause 4.1, declare a Rahui / spiritual prohibition according to Ngati Porou tikanga. In the case of declaring a Rahui, clause 4.4 shall also apply.

4.4 Prior to any closure or restriction of the Walkway, Ngati Porou where reasonably practicable and at its own cost, shall advertise such closure or restrictions in the local newspaper; and notify the closure or restrictions on prominent notices placed at the Walkway entrance and/or appropriate places to notify the public.

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Annexure Schedule

Insert below
"Mortgage", "Transfer", "Lease", etc

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Dated 19 March 2021

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5. RESPONSIBILITIES OF THE DIRECTOR-GENERAL

5.1 The Director-General shall:

- 5.1.1 Repair all damage that may be caused by the negligent or improper exercise of the Walkway or the exercise of any right or power conferred on the Crown by this Easement. For the purposes of this clause, Ngati Porou shall reasonably co-operate with the Director-General in the event the Director-General seeks to bring action against third parties to recover any loss suffered by the Director-General under this clause. Such co-operation may include allowing the Director-General to exercise rights of subrogation provided Ngati Porou is satisfied such action will not be contrary to Ngati Porou's interests;
- 5.1.2 Improve and maintain the Walkway, in agreement with Ngati Porou, to facilitate the safe use of the Walkway, provided that such improvement shall not interfere with farming operations of Ngati Porou or cause damage to the Land or adjacent land in any way. The Director-General shall have no responsibility to maintain the Walkway for vehicle use. Except as provided for in clause 5.1.1, improvement or maintenance of the Walkway shall not include any obligation to repair damage done by other than foot access by the public.
- 5.1.3 In agreement with Ngati Porou, erect and display suitable signs and warning notices requiring the public to do all things necessary for the safety and protection of both the public, the Walkway and adjoining land.
- 5.1.4 In agreement with Ngati Porou, erect and display appropriate signage regarding Ngati Porou's spiritual, cultural, traditional and historical association to Hikurangi and the Walkway.

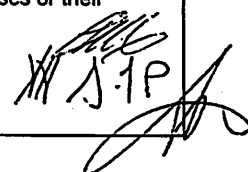
6. POWERS OF DIRECTOR-GENERAL

- 6.1 All powers, rights and authorities vested in the Crown by this Easement may be exercised by the East Coast/Hawkes Bay Conservator or the Director-General of Conservation, or such other party as the Director-General may nominate in writing.

7. WITHOUT PREJUDICE TO TREATY CLAIMS

- 7.1 The parties acknowledge that this Easement is not entered into in recognition of any claim (whether present or future) made by Ngati Porou or any other person in respect of any alleged breach by the Crown of its obligations under the Treaty of Waitangi or as a fiduciary or otherwise. The agreements in this Easement are accordingly without prejudice to the rights of the parties in respect of any claims under the Treaty of Waitangi or as a fiduciary or otherwise and it is expressly acknowledged that this Easement does not evidence any acceptance or otherwise of any such claims by the Crown.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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8. MISCELLANEOUS MATTERS

- 8.1 The rights hereby granted are expressly declared to be in the nature of an Easement but the Crown shall not assign or otherwise dispose of its interest under this Easement.
- 8.2 Nothing in this Easement in any way diminishes or affects the rights of Ngati Porou to exercise rights of a landowner under the Trespass Act 1908, any other statute or generally at law or otherwise. For the avoidance of doubt, these rights may be exercised if Ngati Porou reasonably believes a person/s is in breach of the rights and/or restrictions of access conferred by this Easement.
- 8.3 The provisions of the Act shall apply except where the Act is specifically excluded in the body of this Easement as having application.
- 8.4 Subject to clause 1.2.10 the parties acknowledge the agreements contained in this Easement are between Ngati Porou and the Crown and, are not intended to be a promise conferring benefits on any third party which support or sustain any right of enforcement by any third party pursuant to the terms of section 4 of the Contracts (Privity) Act 1982.

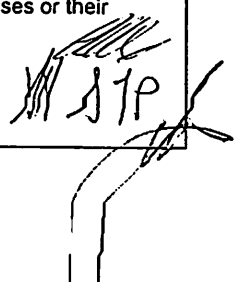
9. NOTICES

- 9.1 Any notice required to be given in terms of this Easement shall be sufficiently given if made in writing and served as provided in section 152 of the Property Law Act 1952 and shall be sufficiently given if actually received by the party to whom it is addressed.
- 9.2 Any notice required to be given by the Director-General shall be sufficiently given if it is signed by the East Coast/Hawkes Bay Conservator, Department of Conservation, Gisborne. Any notice required to be served on the Director-General shall be sufficiently served if delivered to the office for the time being of the Conservator East Coast/Hawkes Bay Conservator, Department of Conservation, Gisborne.
- 9.3 Any notice required to be given by Ngati Porou shall be sufficiently given if it is signed by a duly authorised officer or Trustee of Ngati Porou. Any notice required to be served on Ngati Porou shall be sufficiently served if delivered to the Head Office for the time being of Ngati Porou (currently at Ruatoria).

10. DEFAULT

- 10.1 Where there is any breach of any agreement contained in this Easement by either party, then the other party shall be entitled to take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and shall also be entitled to recover from the party responsible for the breach as a debt due, all costs incurred by the other party as a result of remedying such breach or preventing further damage.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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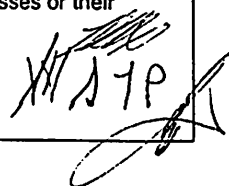
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- 10.2 If the breach was a material failure on the part of the Crown under the terms of this Easement, then Ngai Porou may, by notice in writing, terminate this Easement but without prejudice to the rights of Ngati Porou to sue for damages for acts or omissions prior to the date of termination.
- 10.3 If the breach was a material failure on the part of Ngati Porou under the terms of this Easement, then the Crown's actions are without prejudice to the rights of the Crown to sue for damages for such breach.
- 10.4 Should either party to this Easement be of the reasonable view that the other ("the defaulting party") has defaulted in the performance or observance of any of its obligations under this Easement, then that party shall by written notice prior to taking any remedial action:
- 10.4.1 Advise the defaulting party of the default;
- 10.4.2 State the action reasonably required of the defaulting party to perform in accordance with this Easement; and
- 10.4.3 State a reasonable timeframe within which the defaulting party is to take such action to remedy the breach.

11. DISPUTE RESOLUTION PROCESSES

- 11.1 In the event the defaulting party fails to take the requisite action/s required within the time given in the notice under clause 10.4; or if the defaulting party disputes the notice or any aspect of it; or if any other dispute arises in connection with this Easement and the rights and obligations contained herein, then the parties agree to first make efforts to resolve the issue/s through negotiation between representatives with managerial responsibility on behalf of each party.
- 11.2 In the event a resolution is not agreed within one (1) month of the date given in clause 10.4.3, then the matter will be referred directly to the Chairperson of Ngati Porou and the Minister of Conservation for the time being for negotiation and/or resolution.
- 11.3 In the event a resolution contemplated by the process provided in clause 11.2 is not agreed within three (3) months of the date given in clause 10.4.3, then the matter will be referred to formal mediation by the parties with a mediator agreed between them. Failing agreement between the parties as to an agreed mediator, then such will be appointed by the President of the New Zealand Law Society.
- 11.4 In the event that the matter is not resolved by mediation within nine (9) months of the date referred to in clause 10.4.3, then the parties agree that the provisions of the Arbitration Act 1996 shall apply. The parties further agree that the outcome of arbitration shall be binding on the parties.

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THE CROWN does hereby accept this Easement and acknowledges that the rights and obligations herein granted shall be held for the purposes of the New Zealand Walkways 1990 and subject to the conditions, restrictions and agreements set forth above.

FIRST SCHEDULE

Those pieces of the Land being part Tapuaeroa 2B marked "A", "C" and "E" on DP 9655; part certificate of title 109/185 and part Tapuaeroa 2D marked "B" and "D" on DP 9655; part certificate of title 109/184.

THE COMMON SEAL of
TE RUNANGA O NGATI POROU
was hereunto fixed pursuant to a
resolution of the Runanga and in the
presence of:

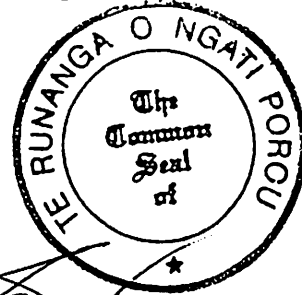


Chairperson

Shukanaui Secretary

A. T. Proctor Trust Board Member

Trust Board Member



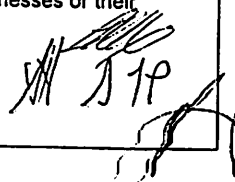
SIGNED on behalf of Her Majesty
The Queen by Robert John Williams
acting under a delegation from the
Minister of Conservation, dated
29.10.9 in the presence of:

M. A. Proctor Witness

Nadine A Proctor Name

GIBBORNE Address

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CERTIFICATE OF CONFIRMATION

TE TURE WHENUA MAORI ACT 1993, SECTION 153 and 155

At a sitting of the Maori Land Court held at Gisborne on the 20th day of June 2001 before Wilson Whare Isaac, Deputy Chief Judge, Patrick John Savage, Judge, and Caren Leslie Wickliffe, Judge.

WHEREAS the Court after due inquiry is satisfied that the alienation purporting to be effected by the attached written instrument of alienation, has been effected in all respects in accordance with the law in force at the time of the execution thereof:

AND WHEREAS the Court is satisfied as to all matters upon which the Court is by law required to be satisfied of under Te Ture Whenua Maori Act 1993:

The Court hereby confirms the alienation purporting to be effected by the said instrument.

AS WITNESS the hand of the Caren Leslie Wickliffe Judge and the Seal of the Court this 30th day of July 2001.


Judge.



Place: Uepohatu Marae, Ruatoria
Present: W W Isaac, Deputy Chief Judge
P J Savage, Judge
C L Wickliffe, Judge
F McClutchie, Clerk of the Court
T M G Pohatu, Court Assistant
Date: 20 June 2001

Panui No: 1 **Application No:** A20010004004

Subject: Hikurangi
Section: 151/93

Karakia by Prince Ferris

Attendance List circulated.

Deputy Chief Judge Isaac

This is an application for confirmation of a Conservation Covenant and an Easement. Before we commence I'd like to introduce the bench to you. I'm Judge Isaac, Presiding Officer, to my right is Judge Savage and to my left Judge Wickliffe. As I said earlier this is the first occasion that all members of the bench have been of Ngati Porou descent and I think it's fitting that this happened in respect to such an important application for Ngati Porou, that it happened in the heartland of Ngati Porou and also happened within sight of Hikurangi.

I just wish to make those comments and to put it on record that as far as I'm aware and in talking to my colleagues, they're of the same opinion that such an occasion has never taken place before. With that short introduction, I'd like to ask for appearances from Counsel please.

Geoff Hulbert

Counsel's name is Hulbert and I'm the Conservancy Solicitor for the Department of Conservation.

Matanuku Mahuika

May it please the Court, Counsel's name is Mahuika. I appear with my friend Mr Kupenga. We appear for Te Runanga O Ngati Porou.

Deputy Chief Judge Isaac

Are there any other appearances? *(No response)*.

Geoff Hulbert

We've prepared submissions. Ms Llewellyn will read the first part and I'll follow sir.

Donna Llewellyn

1. This matter relates to an application to confirm a Conservation Covenant under S.27 of the Conservation Act 1987 and S.77 of the Reserves Act 1977 entered into between Te Runanga o Ngati Porou and the Crown, acting through the Minister of Conservation.
2. The application was filed in May 2001 with the other required documents along with an application for an exemption from the requirement to furnish a special valuation.



3. Before looking at the confirmation provisions of Te Ture Whenua Maori Act 1993 which Mr Hulbert will follow through, we wish to make some comments on the background to the documents.
4. As you're aware Your Honours, it has been a long process. In November 1990, which really was the beginning of the process relating to Hikurangi, the then Minister of Conservation entered into an agreement whereby the Minister would arrange for the vesting of Mt Hikurangi in Te Runanga o Ngati Porou. Approximately two fifths of Hikurangi were within the boundaries of Pakihiroa Station. This farming land had been purchased by the Crown with the intent, that subject to an agreement as to price and other conditions, it would be vested in Te Runanga o Ngati Porou. The remainder of Mt Hikurangi lay within the Raukumara forest park and this land was administered by the Department of Conservation under the Conservation Act.
5. The 1990 agreement was conditional upon the creation of a Conservation Covenant and a right of way easement. These were to ensure the natural and other conservation values in the covenant area were protected and to ensure secure public access to the covenanted area.
6. Two applications were then made to the Maori Land Court. The first was under S.437(4) of the Maori Affairs Act 1953 relating to Pakihiroa Station. The second was under S.436 and related to the land within the forest park. The applications asked the Court to vest the land in Te Runanga o Ngati Porou, subject to the conditions referred to above, and I understand that was carried out and heard and determined by Judge Rota.
7. The Court considered the applications on 18 January 1991 and 27 March 1991 and you'll note there the minutes of the Court are recorded in the submission for your reference and the orders that were made were made as sought. Thus, the land was to be vested in Te Runanga o Ngati Porou subject to the creation of the documents that we are here for confirmation today.
8. Subsequently, there has been lengthy discussions between the parties as to the final wording of those documents. Negotiations were finally resolved in 1999 and a variation to the 1999 agreement was executed which also annexed the agreed versions of the covenant and easement which are before you today. We will refer to some of the more important parts of these documents later in these submissions.
9. Following on from the 1990 agreement between Te Runanga o Ngati Porou and the Crown, it was then necessary to survey the land coming from the forest park and the boundaries of the covenant and the route of the easement. The survey commenced in August 1999 and survey was not completed until late 2000 due to the intervention of litigation by a Dr Hubar in Public Access New Zealand. These parties sought judicial review of the Minister's original decision relating to the 1990 vesting as well as the 1999 agreement in relation to the covenant and easement.
10. This application for judicial review was discontinued in October 2000 thereby clearing the way for the remaining aspects of survey and formalities to be carried out. The vestings themselves have now been complete and the land is now all held by Te Runanga o Ngati Porou and it's quoted "*as Trustees upon trust to hold and administer for the common use and benefit for the Ngati Porou people*".
11. The application now before the Court concerns the confirmation of the covenant and the easement conditions referred to in the original vesting orders of 1990.



12. The completion of this vesting and the creation of these two interests have certainly been a very lengthy process, however, we are nearly there. With this final stage of this process in this Court - we shall see the aims and agreements of the parties implemented, the sacred mountain of Hikurangi will be vested in Te Runanga o Ngati Porou as kaitiaki on behalf of Ngati Porou people. The natural and other conservation values of the land will be protected and the public access by foot will be provided for. I shall now briefly refer to some of the more important components of both documents. The documents both have similar, or in some cases, identical provisions relating to interpretation, dispute resolution, without prejudice to treaty claims, default provisions and a number of common procedural or administration matters, such as the giving of notice to each party.
13. I'm now referring to the covenant document. The Conservation Covenant aims at protecting the conservation values of the land. The management objectives of the land covered by the covenant are set out in detail in clause 3. I have repeated them here within the submission and also draw your attention particularly to 3.12 - to protect and enhance the spiritual, cultural and historic integrity and values of the land and its associated water bodies.
14. Moving to paragraph 16 - clause 5 of the covenant provides access on foot consistent with the purposes of the covenant mentioned in clause 3. Subject to notification, Te Runanga o Ngati Porou may prohibit or restrict public access for purposes of spiritual, cultural, tradition or religious events or reasons for 14 days per year. There is also the capacity for Te Runanga o Ngati Porou to declare a rahui, or spiritual prohibition, in the case of death or serious accident associated with Hikurangi.
15. Public access may only be by foot and subject to Ngati Porou rights as owner and kaitiaki. Certain activities are prohibited unless consent is first obtained in writing from the Runanga. For example, camping, horses, dogs, pets and vehicles and firearms, either carried or discharged, may not occur on the land. The Minister of Conservation is responsible with further liaison and agreement with Te Runanga for all pest control which includes the weeds, plants and animals and both parties are to share costs of maintaining fences. I've highlighted essentially the main aspects of the covenant that was subject to negotiations in 1999 and in my submission, reflect tikanga Maori and of the agreement between the parties to recognise Te Runanga o Ngati Porou as the owners of the land.
16. The easement - it is intended that the right of way easement will become a walkway under the New Zealand Walkways Act 1990. The easement passes over the land that was part of Pakihiroa Station and goes on to the covenanted area.
17. Clause 3 of the easement stipulates that public access right is by foot only. Again, no camping, horses, dogs, pets or vehicles or firearms maybe permitted on the easement without first obtaining Te Runanga o Ngati Porou consent.
18. Clause 4 enables the Runanga to prohibit or restrict public access to the walkway for up to 50 days of each year, again, for recognition of spiritual, cultural, traditional or religious events or reasons which clause is linked into the covenant. In the case of the easement area specifically, there is a further closure right for Ngati Porou which is designed to avoid adverse affects on the activities on the adjacent land for farming operation and/or lambing season. The easement also has the right of rahui or spiritual prohibition in the case of death or accident.
19. The Crown is responsible for all costs associated with forming and maintaining the easement for the purposes of the walkway. As well, the Crown, with the agreement of Ngati Porou, must erect and display appropriate signage regarding the spiritual, cultural, traditional and historical association of Hikurangi and the walkway to the people of Ngati Porou.

I'll hand over the submission to my friend, Mr Hulbert, who will take you through the Te Ture Whenua Maori provisions. Kia ora.

Geoff Hulbert

20. Your Honours, we now consider the statutory provisions relating to the confirmation of these documents. I'm just going to go through each of a part of the statute.
21. In Court S.151(1)(a) of Te Ture Whenua Maori Act 1993, the Minister as a party to the instruments has lodged an application for confirmation. The time period to lodge the application as set out in Section 151(2) has been complied with.
22. In terms of S.152, it is submitted the Court can be satisfied that all matters have been appropriately addressed.
 - (i) the instrument has been executed in the required manner;
 - (ii) the documents are not in breach of the trust upon which the lands are held and I refer particularly to the declaration by Mr Mahuika dated 2nd May that accompanied the application;
 - (iii) paragraph C concerning aggregation has been repealed;
 - (iv) there is no consideration provided for in the documents. The vesting by the Court was conditional upon the instruments being created;
 - (v) the right of first refusal under S.152(1)(f) does not arise in this case as neither the covenant nor the easement is a sale, gift or lease and so ownership and occupation rights of the Runanga are not affected;
 - (vi) Section 152(1) (g) does not apply and nor do, in my submission, subsections (1A) or 3.
23. Looking at Section 154, it is submitted that:-
 - (i) for the purposes of S.154(a)(i), the historical importance of the land to Ngati Porou is not affected by the instruments. As noted the vesting of the land in the Runanga was conditional upon the creation of these documents. Indeed the vesting of the land initiated by the Crown back in 1990 was intended to better recognise and provide for the historic importance and connection to the land;
 - (ii) for the purposes of S.154(a)(ii) the land is zoned rural general with an overlay 3 for erosion potential in the new district plan for the Gisborne District. This plan is still at an early procedural stage. Decisions on submissions have not yet been made but in planning terms, this plan will be accorded more weight than the operative plan. Nothing in either the Conservation Covenant or Easement is inconsistent with the district plan and/or zoning.

While the covenant and easement will affect activities that may be carried out on the land by the owners, such constraint was specifically agreed to for giving effect to the purpose of the documents as also consistent with the conditions attached to the vesting.
 - (iii) Relating to S.154(iii) and (iv), the Court canvassed these matters in detail when making the vesting orders and I refer to 31 Ruatoria Minute Book 90-104. The Court determined that the vesting in the Runanga, subject to the conditions that relates to the covenant and easement, was appropriate.



- (iv) Relating to the matter ahi ka in S.154(a)(v), the Runanga's kaitiaki for Ngati Porou continue to own and occupy the land and thus Ngati Porou are able to continue ancestral links and practices with the land.
24. We submit that the Runanga as kaitiaki for Ngati Porou continue to own and occupy the land, then the agreement to grant the covenant and easement cannot be seen as being inconsistent with the land retention objective of Te Ture Whenua Maori Act. Rather, it's consistent with the initial vesting made in the interests of Ngati Porou people in 1990. The Conservation Covenant and Easement for which the confirmation is sought is the final chapter to finalise the legal ownership and other lawful rights in respect of this land.
25. We submit that in this case, having regard to the above discussion on the background to this matter and the relevant provisions of S.152 and 154, it's appropriate for the Court to grant confirmation to the Conservation Covenant and Easement. Confirmation will see the completion of this lengthy process whereby the sacred mountain of Hikurangi will be vested in the Runanga as kaitiaki on behalf of Ngati Porou people. The other conservation values of the land will be protected and public access by foot will be provided for subject to specified closure rights. Thank you Your Honours.

Deputy Chief Judge Isaac

Thank you Mr Hulbert.

Judge Savage

Can I take you to the easement document please.

If you go to paragraph 4 which relates to the closure of the walkway. You see there that it's provided that the walkway may be closed for a maximum of 50 days in each year. Fourteen of those can be for spiritual, cultural, traditional, religious matters, that leaves 36 days. The next sub-paragraph tells us that only 21 days in a row can be closed for farming purposes. I take it that that's meant to convey the fact that the walkway can be closed for a maximum of 36 days for farming purposes, but only 21 days consecutive?

Geoff Hulbert

Yes, that's correct sir.

Matanuku Mahuika

May it please the Court, tena tatou. Tena koutou nga kaiwhakawaa o te Kooti Whenua, o matou whanaunga e noho mai na i kona. Tena korua, otira koutou o Te Papa Atawhai kua tae mai nei i tena wa ki te tautoko i te kaupapa nei, tenei kaupapa nui mo matou mo Ngati Porou. Otira tena tatou, tena tatou Ngati Porou kua tae mai nei i tenei rangi. Me ki penei te korero,

Haere mai ra e tama, e piki ki runga o Hikurangi o Aorangi
He ingoa ia no Hawaiki mai I tawhiti na o kau i tapa
Ko te ara tena i whakaterea mai e o tipuna
E te kauika o Tangaroa, me te urunga tapu o Paikea.

Na reira tena tatou. Heoi ano tena tatou katoa.

May it please the Court, I have some brief written submissions. The decision to appear with my friend Mr Kupenga was made rather on the hoof so they're only signed by me at this stage but I can make copies available afterwards or I have some copies that are only signed by me.

Deputy Chief Judge Isaac

That would be fine. We'll have those handed around.



Matanuku Mahuika

Sir, the purposes of making these submissions are simply to read into the record certain matters. The position of Te Runanga o Ngati Porou is that it supports the application for confirmation of the easement and the Conservation Covenant. These applications, I'm now referring to the written submissions, come at the end of many years of discussion and negotiation between the Crown and Ngati Porou, some reference has been made to the Deeds or the Deed that was signed on 3 November 1990.

Of course the events that bring us here today actually have their genesis at a much earlier time. There is, for example, the Hui Taumata in 1985 which lead to the establishment of Te Runanga o Ngati Porou as a body which could receive title to Hikurangi and of course there are over the years, as records will show, numerous people who have made submissions regarding the return of the title to Hikurangi, to Ngati Porou. Hei tieki i te maunga.

On the assumption that Your Honours will be minded to confirm the grant of the walkway easement and the Conservation Covenant. The next step in this process will be for these instruments, that is the covenant and the easement, to be presented to the Land Transfer Office together with an application for a Certificate of Title for the newly created Hikurangi block which is the name of the block that was formerly part of the Raukumara forest park and which was previously vested in the Department of Conservation.

In due course, the expectation is that title will issue for this block and that title will show that the block is vested in Te Runanga o Ngati Porou. In accordance with the earlier orders that have been made by this Court, Te Runanga o Ngati Porou will hold and administer the Hikurangi block for the common use and benefit of the Ngati Porou people.

In terms of Ngati Porou tikanga, Hikurangi has always been regarded, notwithstanding the legal status, as being owned by Ngati Porou. Through Te Runanga o Ngati Porou, Ngati Porou's ownership will now also exist in the eyes of the law and in respect to services this is how it was initially, even after the introduction of the common law to this country and it's held in the view of Ngati Porou, it should be known into the future. Sir, in the centuries prior to the introduction of the European system of land tenure, Hikurangi was of course owned in all respects by Ngati Porou, or those iwi such as Uepohatu from whom Ngati Porou now descend. This being the case, I do say this with respect, Ngati Porou see the vesting and the issue of title to the Hikurangi block, in favour of the Runanga, on behalf of Ngati Porou, as doing nothing more than restoring what, for all of those centuries, was the status quo.

Turning then to the present application sir. My friends have already taken the Court through these matters in some detail, but essentially the vesting of Hikurangi was originally dealt with in two parts. The first part related to Pakihiroa Station. It was vested in consequence of agreements entered into between Te Runanga o Ngati Porou and the then General Manager of the former Iwi Transition Agency, acting pursuant to the authorities vested in the General Manager, under the Maori Affairs Restructuring Act 1989, that land having previously been acquired by the Board of Maori Affairs with the intention that it would be returned to Ngati Porou in due course. The vesting application itself was made by the Minister of Lands pursuant to S.437(4) of the former Maori Affairs Act 1953.

The second part, that is of Hikurangi, relates to the lands that were previously vested in the Department of Conservation, this is the former Raukumara forest park lands, and these are the lands which are now shown on plan ML 8929. These were vested in consequence of the Deed dated 3 November 1990 between Te Runanga o Ngati Porou and the Crown acting through the Minister of Conservation.

This 3 November deed provided for the vesting of the Hikurangi block in Te Runanga o Ngati Porou. In return the Runanga agreed to the grant to the Crown of a Conservation Covenant over, what I have called the Hikurangi block, in the upper part of Pakihiroa Station, together with the walkway easement which provides access across Pakihiroa from the Tapuaeroa River and into the covenant area. This vesting application was made by the Minister of Conservation pursuant to S.436 of the former Maori Affairs Act 1953.



Whereas my friends have said, Court hearings on the 18 January 1991 and 27 March 1991 in consequence of which His Honour Judge Rota made vesting orders and those are referred to in 31 Ruatoria Minute Book 90-104, these were of course made in favour of Te Runanga o Ngati Porou to hold the land for the common use and benefit of the Ngati Porou people.

These orders were made subject to the conditions regarding the Conservation Covenant and walkway easement that were contemplated by the 3 November 1990 deed. The reason I go through that background sir, is that there has been some debate in the past regarding the manner of the transfer and this if you like, conveys what the Runanga's view of it was and that there were two separate transactions involved - that's not intended to detract but simply to read into the record that particular position on these matters.

The final terms of the Conservation Covenant and Walkway Easement were made contentious as between the Crown and Ngati Porou and after almost 9 years of negotiation resolved with the signing of a further deed between the Runanga and the Crown acting through the Minister of Conservation. On 29 August 1999 the Conservation Covenant and Walkway Easement for which confirmation is now sought are, save as to form and the inclusion of more precise legal descriptions, as agreed in that deed.

Turning then to the precise matters regarding these applications. As I've said Te Runanga o Ngati Porou supports the application, the confirmation and also those submissions that have been made on behalf of Department of Conservation today regarding the application of the relevant provisions of Te Ture Whenua Maori.

The relevant provisions, as my friend has said, are S.152(1) and 154 of the Act and without wanting to repeat the matters that my friend has already made reference to, we submit simply that dealing with each of the different paragraphs in turn. In terms of S.152(1)(a) of the Conservation Covenant and Walkway Easement, these have been executed and attested in the required manner having been signed by the Runanga under seal and witnessed by the Secretary of the Runanga and two board members, the Chairman also being a board member. If you look at the attestation clause, there is provision for two Trustees and the Chairman has signed separately. In my submission sir, that is sufficient to meet the formal requirements of the Maori Trust Board's Act.

In terms of S.152(1)(b) the Conservation Covenant and Walkway Easement are not in breach of the trust upon which Pakihiroa Station and the Hikurangi block are held by Te Runanga o Ngati Porou. The Easement and Conservation Covenant were, or the fact of them sir, was a condition upon which the vesting was made. The terms have differed from those that were perhaps envisaged at the time of the vestings in 1991. However, the Runanga would submit that they have altered in its favour rather than in favour of the Crown and for that reason it's here supporting the applications, whereas otherwise it certainly wouldn't be supporting the applications.

Sir, there were no issues regarding land aggregation to the extent that there are matters referred to in S.152(d), we simply submit that these matters have been taken into account - that regards the taking into account matters such as the value of chattels and other sorts of things associated with the land. In effect what has happened, is that the Runanga has granted a Conservation Covenant over the top of Pakihiroa and an easement through it in return for the return of the Hikurangi block, and in the Runanga's judgment that consideration given that the terms of these documents have been agreed, is more than adequate. The same applies in respect of S.152(e).

In terms of S.152(1)(f), the submission is simply that that does not apply, neither does S.152(1)(g). Turning briefly to S.154 of the Act, in terms of S.154(1)(a) the Runanga remains the owner of the land to hold and administer it for the common use and benefit of the Ngati Porou people. While the Walkway Easement and Conservation Covenant place some fetter on the discretion of the Runanga, in respect of the areas that these instruments affect, the Runanga retains control over how the land as a whole is managed and administered.

Indeed, sir, this was one of the principle issues in the negotiations over the final terms of these instruments and again would otherwise the Runanga would not support these applications. To the extent that there are planning or zoning issues that arise, these have been addressed already by my friend, Mr Hulbert, to the extent that there are utilisation issues. On the one part there is Pakihiroa Station and as His Honour Judge Savage has noted, there are provisions for closures and there are the protections to ensure that the farming operations that are conducted on Pakihiroa Station are not adversely affected by public access and by the use of the covenant area.

In terms of the covenant area itself and the top part of Hikurangi, this was previously, as I understand sir, not utilised for farming purposes but the Raukumara forest park part of it. The Hikurangi block was previously forest park and it's intended to largely keep it in tact, except that Te Runanga o Ngati Porou will now be the owner of that land on behalf of Ngati Porou and will exert the influence that an owner can exert in terms of the Conservation Covenant.

In terms of S.154(a)(iii) in the matter of the terms of the Walkway Easement and Conservation Covenant, these were the subject of negotiation for almost 9 years, following the signing of the 3 November 1990 Deed and in fact there were the negotiations that proceeded the signing of that Deed. The terms of these instruments were discussed and considered extensively by the Runanga and were also the subject of wider discussion amongst Ngati Porou generally. In our submission therefore, to the extent that there's a requirement to meet that criteria it has met in this case.

In respect of Sections 154(a)(iv) and (v), these matters are covered by earlier submissions that I've made. Section 154(b) does not apply, there being no objections to the current applications.

In light of the matters referred to above and the submissions made on behalf of the department, it is therefore submitted that the application for confirmation should be granted.

Deputy Chief Judge Isaac

Kia ora. Thank you Mr Mahuika.

Judge Wickliffe

Mr Mahuika, I have one question. We have on file two copies of the Certificates of Title relating to the land blocks that are the subject of these applications. These Certificates record a transfer granting forestry rights in favour of Ngati Porou Whanui Forest Ltd and then on a mortgage in favour of Hansol's. Do these applications at all impinge upon those matters, or are they matters we shouldn't need to worry about?

Matanuku Mahuika

As far as I'm aware Ma'am, they don't. The forestry rights relate to different portions of the titles in question.

Deputy Chief Judge Isaac

Just one other point of clarification, when you made submission in relation to S.152(e), in relation to the consideration that was payable submitting that the consideration is adequate, in terms of that submission would you also support the application for exemption from obtaining the special valuation that has been sought by the applicant?

Matanuku Mahuika

Yes, we would support that sir.

Deputy Chief Judge Isaac

Does anyone present in the whare today have any matters that they wish to raise in relation to the submissions that we've heard?

Tom Te Maro

Ae. Kaore au mohio te korero Pakeha engari ki taku mohio, i te wa i tohia te taitara o Hikurangi Maunga katoa ki Ngati Porou i muri iho ko te hawhe maunga noa iho. Na, mehemea ko enei te whakaoti noa ahakoa i mohio noa hawhe maunga ai i taua wa ko tohia ai. No muri ke, kei muri i to tatou hakari, ka mohiongia he hawhe maunga noa iho kei a tatou. Na, i runga te awanganga kei roto i a au, ara, na te ra nei whakaatu ko enei pea te wa hei whakatikatanga. Na, he korero au tenei korero. I riro mai te mapi o Hikurangi, te rahui o Hikurangi Maunga, autai tonu matou ka kitea, ara te korero i runga i taua mapi. Kaore hoki au te mohio i nga tamariki i tera wa, tera kei te korero te wa ki a te Papatipu o Hikurangi, ka kitea mawherawhera, engari tere tonu a Hatana e haere ana. Ko aua korero te Papatipu o Uepohatu, te Ngaere. Na, ka korero au ki a koe, e Api, kaore e tika kia whakataungia nga ahuatanga mo tatou i runga i te mana o Ngati Porou. Kaore hoki e pai, e akuanei pea, kei kona ano pea tetahi pukapuka, kei hea ranei, nga tangi a te Kawanatanga. Mehemea ko era ano te kao, ko taua pukapuka i rango raro i te whare pamutana, kei kora tetahi whare komihana. Ko to tatou pakeke i tiki atu te pukapuka nei, ko Hunaara Tangaere, ko te papa o Hunaara paku e noho mai nei. Kei te ki ahau, ki a tatou ma. kaore e ngaro tera ahuatanga. No reira, ka memeha noa te ahuatanga, he aha ranei, i ki atu i taua wa. Ko ena hoki te ohotanga, te rirotanga tata ana te ono rau mano eka o Hikurangi, whakahaerengia i taua wa, i runga i taua kaupapa. Ko era noa iho i tu ake, e Api, i te ahuatanga ki te whakatika ana, ne. No reira e hika ma, tena koutou, kia ora tatou. Akuanei pea kei ro tahataha noa aku nei korero. Engari, hei aha, enei ahuatanga katoa, ka korero atu au ki a koe, e Api, ata tirongia, kia mau tonu tera ahuatanga i runga i te whakaaro o te Runanga kia whakahokia mai te take nei ki roto i te tipuna whare nei whakahaere, aha ranei. No reira, tena koutou, tena tatou katoa.

Apirana Mahuika

E te Kooti, tena tatou. Tena hoki tatou e noho nei. E Tame, tena koe mo to korero, ko taku whakautu teneki. Kua hoki mai katoa to tatou maunga katoa. I tera wa, hawhe noa iho te maunga i hoki mai ki a tatou, engari i roto i nga iwa tau e kokiritia ai kia whakahokia mai tetahi o nga hawhe ki a tatou. Na, kua pai inaianei ta tatou tu ki te korero, "Ko Hikurangi te maunga, ko Waiapu te awa, ko tatou te iwi," no te mea he maunga katoa kua hoki mai, he awa kei a tatou, ko tatou e noho ake nei. E korero nei mo nga ingoa i patai atu te poi nei na reira, Wilson, kei te mea atu ki a koutou, ahakoa he aha te taitara e whakaeketia ki runga i a Hikurangi, kia mau tonu nga ingoa, nga ingoa tahito o roto o tena rohe o te taitara, o roto o tena rohe o te taitara. Heoi ano, ko koutou nga tiati. Heoi ano, ta matou ki a koutou, whakamanatia nga korero, ka mutu ka whakamana i te tono kia mau tonu o tatou waahi tapu, nga ingoa tapu me era atu ahuatanga katoa o to tatou maunga. Na reira, ko enei te whakautu kei roto ia au mai rano. Na reira, e inoi atu ana ki a tatou tamariki e noho ake nei, e tokotoru ratou na tatou katoa. Na reira, ma ratou e kaarawarawa mai, ma ratou ngatahi e noho ake nei. Kia ea ai, kia kore ai e ngaro era o nga whakatakatoranga ingoa a o tatou matua, me o tatou tipuna. Na reira, kia ora tatou.

Tamati Reedy

Kia ora te whare, kia ora tatou. He tu ake tenei ki te whakamarama ki te wahanga e mohio ana au mo te take e wehetia ai te ahuatanga te whakahoki mai ai to tatou maunga. Kua kite au i te paapaa e noho iho nei, ka hoki nga whakaaro i te ra i timataria mai ai te ahuatanga e pa ana ki to tatou maunga. Te waeatanga mai o Colin Williams ki Poneke ki au, ko au te Hekeretari o te Tari Maori i tera wa, me tana patai, "Tena, kei te hiahia ano a Ngati Porou ki te kainga nei?" Ko era tana patai. Ka patai atu au, "He aha te tikanga o tena korero?" Ko tana whakautu, "Kei te hokona a Pakihiroa, ko era hoki te huarahi atu ki o Hikurangi." Ka awangawanga i tera wa, no te mea ka rutua mai tera korero me pehea koe? Ko taku waea, hangai tika tonu mai ki te papa e noho mai nei, ki a Henare, te Hekeretari o Waiongomai, ki te whakamohio atu ki a ia kei te noho pera. A tata, ko era hoki te korero, me pehea hoki? Na, kua whakaputaina te whenua nei, ara e ki ana te pakeha ra on the open market. No reira, te rerenga mai o te waea, ka ki mai, waea atu ki tera o paapaa, ki a Te Whaipooti. Ka rere atu te waea ki a Te Whaipooti, a rongo tonu atu kua ahua raruraru atu nga whakaaro me pehea ra a Ngati Porou, kia taea ai te kapo ake i te kakau o te taonga nei i mua i te rironga ake ki tetahi ke noa atu. Ko era te ahuatanga nei. Heoi ano, he roa te korero, me whakarapopoto atu ki runga i tenei. Kaore i tutuki i runga i nga ahuatanga i whakarite i te

koroua ra. Me penei noa te korero a te koroua ra, "E hika, he tamariki aku hoa kei runga i taku komiti." He pera tona whakautu mai. Mohio au, me whai he huarahi ke noa atu. Ka rere atu taku waea ki te Minita Maori, ki a Koro Wetere i taua ra tonu ra. Ara ia i te hui i roto i tera o nga hahi ona, me ki ra ko tona hahi tonu ake, ara i Wanganui, ka whakapa atu au ki a ia mo te kaupapa nei. Ka mea ia, "Kaua e awanganga i te mea na, whakamahia nga ture kei roto i o taua ringa." Ko te tikanga o tera korero, he penei na. Waiho ma te Poari Maori e hoko mai te whenua na, anei e korerotia ake nei, a tona wa, ka whakahokia atu ki roto i nga ringaringa o Ngati Porou. Ko te wairua o tona korero, otira ehara i te wairua i whakatutuki peratia, ina hoki ko ia te Minita Maori i taua wa, ko ia te Minita o nga Ngahere i taua wa. Na reira, e rua nga ahuatanga e whakaaro ana e ia kei roto i ona ringa te mana hei whakatutuki i tera korero. Heoi ano, no muri mai, ka makere mai te ahuatanga nei, a ka haere. Ka ki ake nei, e whakwhitia nei nga mahi nei ki roto i nga ringa o Te Iwi Transition Agency. I taua wa, a ko Ned hoki te tangata i Turanga i taua wa, ka whakaritea te ahuatanga mo te hoko i a Pakihiroa, kia whakahokia a Pakihiroa, kia wawe te tuku i tera waahi. Ina, ka whakaritea nei te ahuatanga i waenganui i te Runanga, a me te Tari hoki i tera wa, Te Iwi Transition Agency, kia whakamau ai te taitara ki roto i nga ringaringa o Ngati Porou, ki te Runanga. Ko ena te wehingatanga mai o te ahuatanga nei o te whenua o Pakihiroa, ka mahue atu te wahanga e kia nei ko te "forestry block." Anei tatou i te ra nei, e whakatutuki nei. No reira, i roto i te whakahokitanga mai, ko era ka hoki mai ki a tatou ko Pakihiroa anake, engari ko tera waahi i wawatatia kia hoki katoa mai te maunga, no muri rawa atu nei, a anei e korerotia nei nga kokiritanga e hoki mai nei i te ra nei.

No reira, ko era noa iho, e tu atu nei ki te whakamarama he aha i noho pera ai, i wehe ai te hokinga mai o to tatou maunga ki a tatou, engari kei te tu ake ki te mihi kua tutuki i tenei ra. Mihi ake atu ana ki te iwi, anei tenei paapaa, e Api e mahara ake ana i nga wa i haere ki te pakanga, ki te kokiri i te kaupapa nei e ki nei e iwa ra noa nga tau e kokiritia ana he aha te kaupapa mo te whakaeke atu ki runga i to tatou maunga. Ana, kua tau inaianei, no reira ka mihi atu i roto i nga mahi katoa kua whakatutukitia i tenei ra. Mihi ake ki a tatou tamariki, ki a Ngati Porou tonu e noho mai nei, e whakarongo mai nei ki a tatou kaupapa. No reira, huri noa i to tatou whare, tena tatou katoa.

Court

Are there any other comments?

Sir Henare Ngata

I have two questions to raise. One is the matter of detail, the other is a matter of principle I suppose. In the DOC submission, it says in paragraph 19 "...that the right of way easement will become a walkway under the New Zealand Walkways Act 1990 ...". Tourism is a major industry in this country and it will grow and the use of the walkway will grow over years. The question I raise Your Honour, is whether in the event of the New Zealand Walkways Act 1990 being amended in some way, whether that will affect the easement right under this agreement. It's a layman's question but one that's important to me whether the easement now being given will in the course of time grow beyond something that the Runanga envisages at present.

Geoff Hulbert

Can I respond to that in two ways, one is that the easement document refers to replacement legislation applying to instead of the existing legislation but the easement itself defines the type of access so it's on foot only and so that's the specific agreement so a change to the legislation couldn't specifically alter the type of access. At the moment the public are allowed there on foot ...

Sir Henare Ngata

Are you saying there would be no alteration?

Geoff Hulbert

I don't know. I can't give you an assurance that it will.

Deputy Chief Judge Isaac

What you're saying though is that the type of access being access on foot will not alter?

Geoff Hulbert

In terms of this agreement, no.

Sir Henare Ngata

The other matter I raise and it may be beyond the scope of the proceedings this morning and this is the question of the Trusteeship, the ownership of the mountain. Tuatahi ka mihi, Tamati, nga korero kua korero mai na koe. A, ka mihi ki te rangatira o Tainui, ki a Koro Wetere. Nana i hoki mai ai to tatou maunga ki a tatou. I've not played a very close part in the deals regarding the mountain - for some reason I've been kept at a distance in the negotiations. I had intended coming when the Court sat here during the time that Judge Rota was the Judge. I had fairly firm views at the time but I was dissuaded from attending against my better judgment. The mountain as I understand it, is vested in Te Runanga o Ngati Porou on behalf of the Ngati Porou people. I would have preferred that the mountain had been vested in Trustees in Ngati Porou if that was possible but certainly in named Trustees and that the Runanga would have been the agent of the Trustees.

The position as I see it now is that the Board of the Runanga are the Trustees and my preference would have been for the two parties - the Trustees on the one hand and the Runanga as agent on the other hand to be two distinct and separate bodies. I don't know whether it's too late in the day to rectify that, if indeed the Court is of a mind to rectify it, but I do take the opportunity to express a view which I ought to have expressed 9-10 years ago. I take this final opportunity of expressing it, that the mountain should have been vested in Ngati Porou, not in the Runanga on behalf of Ngati Porou, but in Ngati Porou itself. If the only legal way of doing that was to appoint Trustees, then that is the route that should have been taken. The Trustees would then have had the responsibility of appointing somebody to act on its behalf. Kia ora tatou.

Deputy Chief Judge Isaac

In answer to the comments made by Ta Henare, especially the last point in relation to is it too late. The simple answer is yes, it is too late to alter the legal ownership of the mountain in this proceeding. There is always the opportunity for other proceedings to commence but in this proceeding, it is too late. As far as your views being noted on the record, they are certainly there and have been noted.

Tom Te Maro

Kei te mohio tatou i te wa i hui ai ki konei te Kooti i taua wa e mohio ana tatou. Nui tonu o tatou taupatupatu i taua ra. Kua pirangi ke te hoki ki te kainga. Na, ka tiamanangia e Rota te keehi kotahi haora, mo te hoki mai. Marama tonu tona korero. Ko te kaupapa o tenei ra, ki te whakahokia mai ko te Tari Maori i korero e te Kawanatanga to re-invest the title of Mount Hikurangi to all Ngati Porou. Ko era te kaupapa. Na, engari mohio tatou te korero a Koro ki a tatou i te Kareti. I reira katoa tatou. Na, kei roto i taku ringa he mea hoatu ki a wai komiti. Engari kia tere te whakatu he tangata, komiti ranei kia pai ai te hoki te maunga. Na, ka piri ki te korero o te taitara o Hikurangi ki Ngati Porou. Engari, kaitieki noa iho taku mahara i te Runanga e pa ana ki te tu ake ki te tautoko i te korero a to tatou morehu paapaa i runga i te ahuatanga. Heoi ano ra, te korero kua korero mai nei never too late taku i mahara ake, e Api. Heoi ano ra, kei te ki mai ra a tatou mea kua tureiti, e kaore au i te rata ki tena korero. Mahara o tatou rangatira kei te tohutohu nei ki a tatou kei a tatou te tikanga. Ko enei noa iho ra, e kao, me whakatika, me whakatika tonu tenei ahuatanga. Kia ora.

Deputy Chief Judge Isaac

Just on the point that you have made about never being too late, it may be right, but the application we have to date is an application for confirmation of a Deed of Covenant and an Easement. In relation to those matters, if the Court were to confirm that application and as has been said that would then be endorsed on to the title. If there was any change in the ownership, these deeds or the covenant and the easement would go and be transferred over to the next owner. For example, later if there was an application to be made to change the



owner from Te Runanga o Ngati Porou to Ngati Porou or to Trustees set up for Ngati Porou, then these covenants and the easement would still remain and would flow with the title document and what you're talking about and the possible change to the proprietor to the land, it wouldn't affect what is before the Court today. In saying that it's too late, we can continue with what we're doing and whatever you wish to do, that maybe subject to another application and subject to further negotiations with the Runanga.

Apirana Mahuika

Sir, kaore noa iho au e pirangi kia haere mai tatou ki konei tohetohe ai mo te kaupapa nei. Nga ra mo te tautohetohe mo tenei ahuatanga, kua ta noa atu. He tokomaha nga panui i panuitia i roto nga pepa mo nga hui a te Runanga, e pa ana ki Hikurangi. Engari, kaore te tokomaha e haere mai ki te whakarongo korero. Inaianei, kua takoto ta tatou kaupapa hei whakarongo ma nga iwi. Ko enei ke nga hoariri, aku hoariri i roto i nga tekau tau kua taha. E whakaaratia mai nei he kaupapa kia noho wehewehe ano tatou. Te korero a Koro Wetere ko teneki, "Ki te whakahoki atu au a Hikurangi ki a koutou, ma wai e tiaki?" Ko era te timatatanga mai o te Runanga. Hei whakautu ki te korero a Koro Wetere. I puta i a ia tera korero i te ra i te rua, i te toru o nga ra o Hanuere kotahi mano e iwa rau waru tekau ma rima e Ngata.

Sir, I'm just making the comment that it has taken the Runanga involving me for the last 10 years to reach the point where we have in terms of Hikurangi, for the last 10 years, these were the opponents that I sat at the opposite table with, with the Department of Conservation and its respective Ministers. During that 10 years the question raised by Sir Henare was never heard by me nor was it raised in public forums where we had meetings concerning Hikurangi that were advertised. Today, these people are our allies in the return of Hikurangi. We are stirring up something to create conflict within ourselves and I'll be prepared to stand for the next 10 years and have that conflict with you but currently I'm saying let us get on with the matter at hand and the sooner we do that perhaps sanity will prevail and return. Kia ora.

Tom Te Maro

Ehara ite mea, E Api, kei te rere tika o korero. Marama hoki au, tika me hui tatou i te tuatahi i mua i tenei No ta mea, ko enei hoki te huarahi mo a tatou haere ahakoa he aha. Na te korero tureiti ke ka ahua awangawanga ake nei. Na, kua whakamaramatia ake mai, e Api mehemea he huarahi noa kei te pirangitia e Ngati Porou, ka ahei tonu a Ngati Porou. Engari, i runga i te ahuatanga o te kaupapa, kia noho tika ai nga ahuatanga mo tatou, mo te iwi. No reira, kia ora ra.

Deputy Chief Judge Isaac

Are there any objections to the applications that are before the Court today as to confirmation of the Deed of Covenant and the Easement?

Renata Tawhai McClutchie

I have a point of misunderstanding I guess. The point here in clauses 9(a) and it states quite clearly Easement and Conservation Covenant – the point is I don't quite understand what this covenant is. I don't know whether it goes into perpetuity and how long Conservation would have this right under the Walkways Act but I read here in respect of the areas that these instruments affect, the Runanga retains the bulk over how the land as a whole is managed and administered so perhaps Conservation can tell us the longevity in terms of this covenant as I believe now if we are in control, we control that as well. Kia ora.

Matanuku Mahuika

The situation regarding the easement and covenant is that they have no specified time period. They could run in perpetuity. One of the things that was a sticking point during the course of negotiations was that there was no provision to review the terms of these documents at a later stage. The Crown for obvious political and other reasons is unwilling to specify a term. For our part, we want the opportunity to be able to look again at the arrangements at a specified point in time.

There is a third document that's not before you and that is the Deed of 29 August 1999. Within that Deed, there is the provisions for the review of these arrangements in 25 years. The other thing to bear in mind and it wasn't explicit in the documents as they were originally drafted, is that it was sought to make any arrangements that are entered into now without prejudice to any claims that Ngati Porou may have in terms of the Crown's action and the Treaty of Waitangi so both documents are now expressly without prejudice. This means that nothing we do here affects a subsequent Treaty claim in respect of those lands or an attempt to obtain compensation for the fact of the individualisation of the title to Hikurangi and the manner in which it was lost by Ngati Porou in the first place. The hope is that by doing that, we may be able to litigate some of these matters further and that will depend on the view that the Crown takes probably, and our ability to convince them to do something different. However, the intention was to be able to retain expressly something explicit which retained that right to have that argument at a later stage – the reason being that the loss of Hikurangi to Ngati Porou no matter how it occurred, is a significant breach in the view of Ngati Porou of the Treaty of Waitangi by the Crown. The simple fact of its loss, no matter how you justify it, must be viewed in that way by Ngati Porou because how else would it lose something such as Hikurangi unless something had happened to undermine its title. The object is to get Hikurangi back now, to enter into these agreements, to facilitate its return and the transfer of title to the Runanga which is the Trustee for Ngati Porou and to preserve other arguments to have at a later stage so that's the position we've reached.

Hunaara Tangaere

He tu mihi tenei ki nga roopu e rua nei, kua hoki mai ta tatou maunga. E hia tonu tatou e karakia ana kia whakahokia mai. Na tatou tonu e whakarongo mai ki ta tatou Minita, kia whakataungia ta tatou take i runga i te rangimarie. Mo muri enei o nga hakihaki kei runga i a tatou e korerotia nei, kia hoki mai to tatou maunga. Heoi ano, kua puta nga korero. Ko te mea nui ke, kua tau te wawata, mai ra noa. Ko te tekau tau e whawhaingia ana. Na reira, nga mihi ki a koutou nga roopu e rua nei. Na reira, te harakoa e whiti ana te ra, na, kua tau nga wawata, haunga nga hakihaki e korero nei e tatou, ne ra Tom. Ka maumahara tonu tatou engari kia hoki mai, a tena. Kei nga tau kei mua i a tatou. Ma te Atua noa tatou e arahi. Na reira, e te tepu, tena koutou. Ko te tumanako, kia tere wawe te whakatao o te whakaaro. Kua e tukua kia iwa tau ano ka hoki mai. Na reira, kia ora tatou katoa.

Deputy Chief Judge Isaac

Are there any other comments?

Tui-Aroha Warmenhoven

Kia ora tatou. What I have to say relates to Sir Henare's last comment but I'd go so far as to add to that. Incidentally in 1990, I was at University so I wasn't able to come to the hearing at that time. I probably also would have been a lot more ignorant then. I would go so far as to say that perhaps it does go to the heart of the proceedings today as to who should be Trustee and ownership. Having said that, ownership I do believe, the mountain owns us, not us the mountain. That trusteeship I think would have been more appropriate for those hapu who in the past had some sort of guardianship over the maunga to have been represented in this trusteeship. Perhaps the situation may come to pass and trusteeship may return to those original hapu. I do commend the work that has been done by the various groups of individuals to bring the maunga back to us but I do think there is a discrepancy in ownership and I would just like my comments to be noted.

Selwyn Tanetoa Parata

Tena koutou, e nga Kaiwhakawaa, otira tena tatou nga matua, nga tipuna i raro i te tahuhu o tipuna whare nei i a Uepohatu. Ka hoki nei au ki nga korero tuku iho mai o tatou matua tipuna. Tenei take e taupatupatu nei waenganui i a tatou, i ahua mahue mai i te tau iwa tekau. Kei te hoki atu au ki te waiata a Peta Awatere. Kei roto i tera waiata,



"Maunga Hikurangi, te iringa waka o Mauitikitiki
Te Maunga pupu o te tangata
I te tae whakamate a Ruatapu
Whakatauki ai a Te Kani a Takirau
He Maunga tu tonu, mai ona mata
Tona mana tuku iho, no tuawhakarere
Ko te ahi ka roa, ma Uepohatu, Te Aitanga a Mate, Te Umuariki e."

Na, kei roto i ena korero i tera tipuna o tatou, tuku heke mai ki a tatou. Te whanautanga mai, te waihangatanga mai o te whakaaro o te Runanga o Ngati Porou, mo Ngati Porou katoa, Ngati Porou ki te wa kainga, Ngati Porou kei te whenua. Ko te whakatauki, ko Hikurangi te maunga, ko Waiapu te awa, ko Ngati Porou te iwi, mutu i reira. Kaore i korero mo te tangata. No te mea, kia noho te mauri o te maunga me te awa i roto i nga uri katoa. Na, te whakatautanga a Ngati Porou kia whakatu he runanga mona, he reo mona. Na nga hapu katoa i whakatau, mai i Potikirua ki te Toka a Taiau, ko te waiutanga o nga hapu e whakaeke ana nei ki te maunga tapu nei i a Hikurangi. A, he tika tonu, he uri ahau nei no Uepohatu, he uri no Te Aitanga a Mate, he uri no Umuariki, i roto i te whakatauki te tuku heke a Peta. Heoi ano, i roto i tenei rau tau, i roto i tenei ahuatanga, ka whai whakaaro ena o nga karangaranga hapu ki o ratou tuakana, taina kei roto i te riu, mai i Potikirua ki te Toka a Taiau. Anei te whakatutanga, te whakahiatotanga o te Runanga o Ngati Porou, hei kaitiaki mo tenei ahuatanga. Ko nga kaitiaki ma Ngati Porou e whakatau, mai i Potikirua ki te Toka a Taiau. He aha hoki i ko atu, he aha i ko mai. Na reira, e tautoko ana ki te korero a toku tipuna a Apirana mo tenei ahuatanga. Na, kua hoki mai te maunga katoa ki a tatou, ki a Ngati Porou, a me nga tangata kei te putake e tiaki mai nei i a ia. Kei te hoki atu au ki tetahi wa, ki tetahi morehu kuia, taketake no te maunga. Patai atu au ki a ia, ko Nanny Ngaropi tenei. Kaore, ehara naku i te patai atu ki a ia. Na tetahi o oku matua i te patai atu ki a ia. No muri a Hikurangi. Ka ki mai e ia, ko tana whakautu, "Ko au kei te putake, te wahanga kei te putake ki a au. Ko aku tuakana, taina kei roto o Waiapu, kei te titiro ki te tihi. Ko tera wahanga ki a ratou. Na, ko nga whanaunga kei roto o Whangara mai Tawhiti, o roto o Te Aitanga a Hauiti, te wahanga ka titiro ka kite i a ratou, ko ena te wahanga o te maunga ki a ratou." No reira, ka hoki atu e ia ko tera whakatauki te tonotanga ki a Te Kani a Takirau hei Kingi mo te iwi Maori. He aha tona whakautu, "Ehara taku maunga a Hikurangi i te maunga nekeneke, he maunga tu tonu, mai i te po, i te ao. Ko toku mana no Tuawhakarere." I whea a Te Kani a Takirau e noho ana i taua wa, e noho ana e ia i raro o Titirangi Maunga o roto o Uawa, engari ka korero hangai e ia mo te tihi tapu, kia marama ai tona korero ki te motu. No reira, tena koutou, nga kaiwhakawaa, otira tatou nga matua, nga tipuna. Kua roa tatou e whawhai ana mo tenei, e kokiri ana mo tenei ahuatanga. Na, tukuna kia haere mai ngawari ki roto i te kapu a o tatou ringa, a i te taha ture. Ahau nei, mohio ka awa atu te maunga ki roto i a tatou. Engari, i roto i nga ahuatanga o te wa, a mai i te haeremaitanga o nga ngaru o tua o te Moana nui a Kiwa, a kua tau tenei ahuatanga ki runga i a tatou. Na, kei raro i te tahuhi o te Uepohatu nei, e manaaki nei, e e tau awahi nei i tenei kaupapa. Kia ora tatou.

Deputy Chief Judge Isaac

Are there any further submissions from Counsel?

Donna Llewellyn

Mr Para would like to say a word in closure.

Dave Para

Kia ora tatou te whanau. Ei, aroha mai ki tenei penei i a au nei e aroha atu ra ki a koutou i te ra nei. Heoi ano, i te tuatahi e mihi atu nei ki o tatou kaiwhakarite i te ahiahi nei. Ki a koutou ki a tatou paapaa, kuikuia, tae atu hoki ki te kahui kaiwhakawaa nei. Katahi ano ka kite atu tenei tumomo ahuatanga, e toru ke nga kaiwhakawaa o te iwi kotahi o Ngati Porou. Heoi ano, no reira e mihi atu ana ki a tatou katoa. Tenei noa iho, he tu au tika ana kia tu i mua engari whakaaro ana me waiho mo tenei wa. Heoi ano, haere mai ki te mau mai i te tautoko a ta matou Minita, ta matou tumuaki matua, tenei kaupapa, me te harikoa i roto i o ratou whakaaro me a matou nga kaimahi nei, to matou tari, te ra nei ka tatu, ka tutuki tenei kaupapa, me te mea ano ko te harikoa i roto i a matou, ko tenei anake te maunga kua hoki mai te taitara ki te iwi Maori. Kua roa ke e pupuri ana te Karauna i te maunga nei, i tera o nga

whanau Wiremu, engari i tenei wa kua hoki mai nga taitara e rua nei ki a koutou. E whakaaro ana ahau mo Taranaki, ko etahi e mea ana ko taua maunga kua hoki atu ki Taranaki iwi, kaore. E whakaaro ana etahi ko Aorangi, kua hoki atu ki a Ngai Tahu, engari ko tetahi wa e ai ki nga korero, ma Ngai Tahu tonu e ta koha atu ki te Karauna, engari ko tenei ke te mea rereke. Kei a koutou te taitara ki ta koutou maunga. No reira, tenei noa iho e tu ana ki te tautoko i tenei huihuinga tapu. I mea au i te tuatahi, aroha mai ki au. E aroha atu ana ahau ki a koutou na te mea e pa ana ko aku nei tamariki, mokopuna na koutou. Kua whai waahi ratou i roto i nga mea kua tatu i te ra nei. Ko taku korero mihi whakamutunga ki ta koutou mokopuna, ki a Matanuku, tae atu hoki ki aku hoa, engari ko te tino taimahatanga i runga i ta koutou mokopuna, a Matanuku. Heoi ano, taku noa iho e mihi atu ana ki a ia, me koutou i kaha tonu koutou te poipoi i a ia, whakahau i a ia, i roto i nga mahi nei. Na, kua tutuki i runga i ta koutou wawata, nga wawata ohaki o koutou matua, tipuna. Tenei noa iho, he korero whakamutunga tuku inoi atu ki to tatou Matua i te rangi, i uhia mai ona makaakitanga ki runga i a koutou, ki runga i a tatou katoa. No reira huri noa i to tatou whare, tena tatou, tena tatou, kia ora tatou katoa.

Deputy Chief Judge Isaac

Mr Mahuika, have you any closing submissions to make on behalf of Te Runanga o Ngati Porou?

Judge Wickliffe

I've just been asked if I have any objections to making these orders, I do not. This land is of great significance to Ngati Porou. Mt Hikurangi is the spiritual and cultural centre of this tribal nation. To emphasise the importance of this land, one need only read the instruments that are the subject of these applications today which confirm to Ngati Porou the land is tapu or sacred and Ngati Porou have a long, spiritual and historical association with it. Indeed, that importance was again highlighted by the discussion that we've heard here today and in particular, the calls for some discussion to take place regarding the future kaitiakitanga of this maunga. These are all good and healthy signs for us as a people because it indicates that we care about this mountain and it's still very much a living part of our culture. It is because of the significance of this land to Ngati Porou and to all New Zealanders, that the Maori Land Court has recognised the importance of honouring this day by conducting this fixture on this Marae, Uepohatu, the site of the original official hand-back ceremony involving Ministers of the Crown and representatives of Ngati Porou held here over 10 years ago.

It also represents the final milestone in a series of negotiations that began all those years ago and the hard work and effort that has been poured into reaching this stage. I'm very pleased and honoured to have been here with my brother Judges and I say that, both in the law sense and in the whanaunga sense and very few Judges have the privilege of saying that. I would also thank Counsel for both the Conservation Department and Te Runanga o Ngati Porou for their combined effort in making this a special day and in demonstrating the essence of the Treaty partnership that we hear so much about. Although the instruments are expressed to be made without prejudice to the rights of the parties in respect to claims under the Treaty of Waitangi or otherwise and despite that, I cannot help but observe that in pursuing and closing this chapter in the book of the handback of the maungatapu Hikurangi, the parties have observed and demonstrated all that should be the spirit of the Treaty and I congratulate you all. No reira koutou o te wa kainga huri noa I to tatou whare tena koutou, tena koutou, tena koutou katoa.

Deputy Chief Judge Isaac

Thank you everyone. We have before the Court today two applications. The first is an application pursuant to S.151 of Te Ture Whenua Maori Act 1993 for confirmation of documents for Conservation Covenant and an Easement between Te Runanga o Ngati Porou and the Minister of Conservation and the second application is an application for exemption from furnishing a special valuation in terms of S.158 of Te Ture Whenua Maori Act.

As has been stated by my sister Judge, these applications are the final stanza in the original vesting of the land, the subject of this application, to Te Runanga o Ngati Porou.

I'd like firstly to deal with the application for an exemption from obtaining a special valuation. In terms of the written submission and the confirmation from Mr Mahuika, I'm satisfied that a special valuation is not required in this application. The alienations before the Court today are part of the original vesting which took place in 1991 and also since that time, the subject land has remained in the ownership of Te Runanga o Ngati Porou. Therefore, I make an order pursuant to S.158 of Te Ture Whenua Maori Act 1993 exempting the requirement from obtaining a special valuation.

Dealing secondly with the application for confirmation of the Deed of Conservation Covenant and the Easement, we've heard submissions of Counsel for the Minister of Conservation and also Counsel for Te Runanga o Ngati Porou today. Both sets of submissions support the application before us. Also in what I've heard from the comments made from the floor, there would appear to be no objections to the proceedings before the Court today. There have been discussions in relation to the proprietorship and the trusteeship of the mountain but those matters, as I've said earlier, can be dealt with at another time. If the Court confirms the applications for confirmation today, those orders will be endorsed on the Certificates of Title and they will flow with the land – the proprietorship of the land can alter. The deeds as to the Conservation Covenant and the Easement will continue to flow with the land regardless of who the proprietor is so those discussions can take place.

As has been stated, the matter before the Court today has been subject to extensive negotiation between the Minister of Conservation and Te Runanga o Ngati Porou and agreement has now been reached. Furthermore, in relation to the submissions received by the Court today, specifically on Sections 152 & 154 of the Act, both Sections containing provisions that the Court must be satisfied with before it grants an application for confirmation, I'm satisfied and my colleagues are also satisfied, that those provisions have been met and accordingly we make an order pursuant to S.151 of Te Ture Whenua Maori Act 1993 confirming the Conservation Covenant under S.27 of the Conservation Act 1987 and S.77 of the Reserves Act 1977 and also confirming the Easement for the purposes of the New Zealand Walkways Act 1990 affecting the land known as Part Tapuaeroa 2B, 2C & 2D Blocks and Part Hikurangi Block ML Plan 8929.

I would also like to close by thanking all those persons who have been involved over the years. It firstly came to the Court in 1991 and the negotiations that have taken place since that time in relation to the application before the Court, to thank Counsel for the Minister of Conservation for their part in today's proceedings, Counsel for Te Runanga o Ngati Porou and all those many pakeke, kaumatua, rangatira of Ngati Porou who have graced us with their presence today. As a Court, we are indeed humbled by your presence and I think that it's fitting that this case take place in this tipuna whare and within the shadow of Hikurangi so I thank you all for your attendance today. Kia ora koutou katoa.

Api Mahuika

I wish to stand and pay my respects and acknowledgement of the Court today for the work done and the confirmation that we have sought today. It's been a long long time as you know sir and I said to my son Matanuku and with Caren Wickliffe in Wellington, the first time we met with the Department of Conservation - all the Maori lawyers were there and they appointed my son, I think Caren moved a motion then that he be the lawyer engaged on behalf of Te Runanga o Ngati Porou. Over these years I said to my son that we will not be paying him and the reason for that is a tikanga reason because our tipuna Ngoingoi Harata Taheke of Te Aowera was one of the signatories to the lease which ultimately led to the alienation of the mountain and I want to stand and say that publicly and to say to my son who I am. We have achieved that and gained the honour of our forebears. We also come from Te Aowera, that's where she's buried and I'm mindful of the history of this place, Uepohatu, and when her mana was stripped by Te Aitanga-a-Hauiti, then Umuariki came and restored that mana. I'm saying my son came and restored our mana in Te Aowera, into Hikurangi.

I wish also to say to the Runanga, thank you very much for all the support you've given me over the last 10-11 years, sitting around different Ministers of the Department of Conservation, sitting beside different Prime Ministers and walking out and today we have



achieved this objective and I'm immensely proud and I have to say it, if ever I died, the thing I wanted to achieve was the return of Hikurangi to Ngati Porou and I think we've achieved that.

To you sir, Wilson, I recall you were also our lawyer involved in the early stages of Hikurangi and I thank you also for that time and no doubt fate has played an important role in this handing back, it has brought you back to where you started and now your role alongside your colleagues is to confirm that which we started over 11 years. It's been a long battle - Ngati Porou and the mountain does not belong to one sector. Were that the case, then my son's freebies for us in this matter on behalf of Ngoingoi Harata Taheke would have been in vein but it's not in vein because it's done for all of us.

As a momento of this day the Runanga, such as it is, will leave this taonga here for this building ever hopeful that it will sit aside Sir Apirana Ngata and if you people deem that it is not appropriate that it sit there, we say that it can only find its place somewhere in this building because the mountain and the photograph, will also remind us of this day.

Karakia whakamutunga.



JUDGE



**COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952**



Search Copy

Identifier GS6D/412
Land Registration District Gisborne
Date Issued 24 August 2001

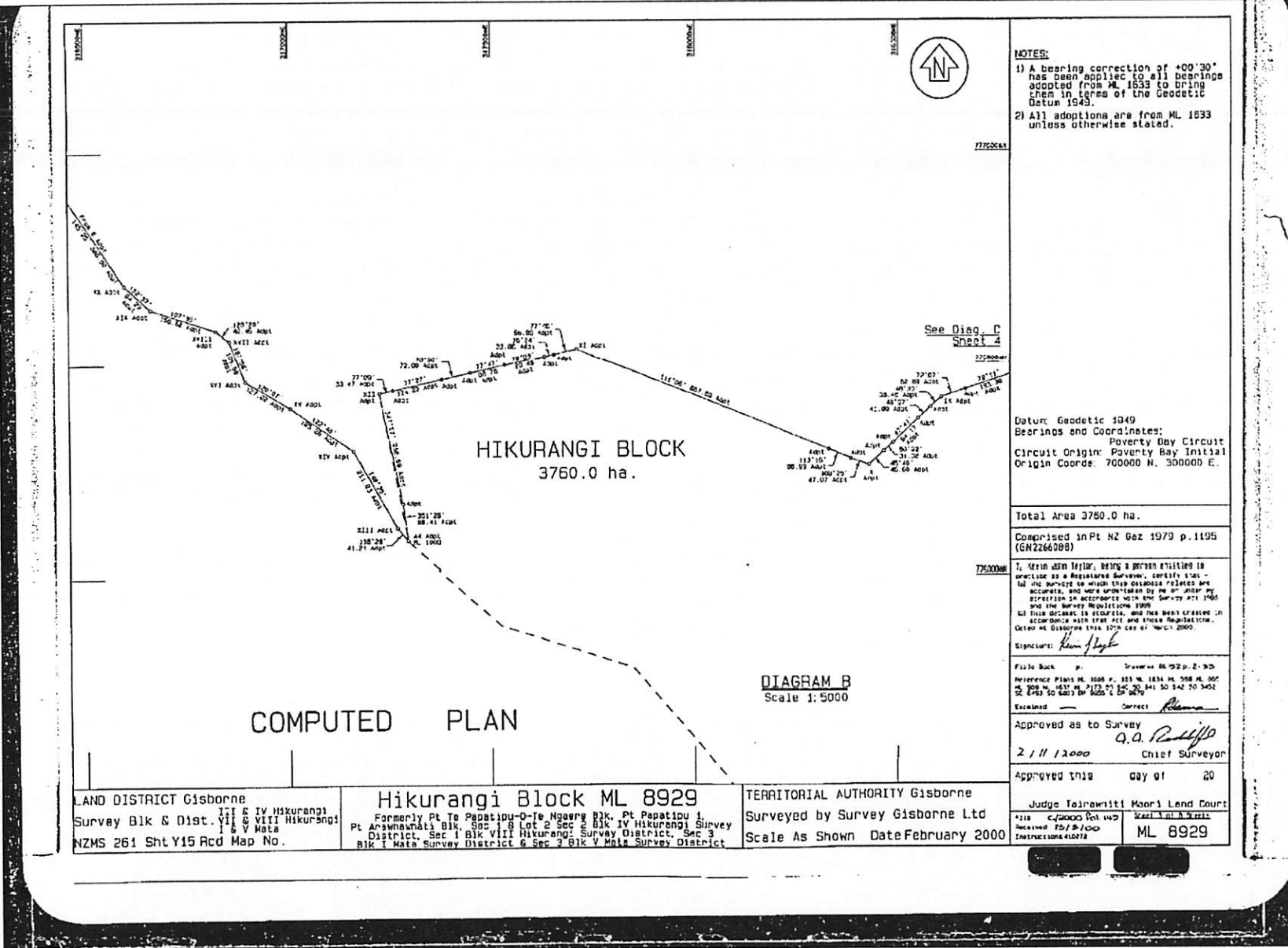
Prior References
GSPR6D/132

Estate Fee Simple
Area 3760.0000 hectares more or less
Legal Description Hikurangi Block Maori Land Plan 8929

Proprietors
Te Runanga O Ngati Porou

Interests

231731.1 STATUS ORDER DETERMINING THE STATUS OF THE WITHIN LAND TO BE MAORI FREEHOLD LAND
Subject to Part IV A Conservation Act 1987
Subject to Section 11 Crown Minerals Act 1991
234471.3 Conservation Covenant pursuant to Section 27 Conservation Act 1987 and Section 77 Reserved Act 1977 by Her Majesty the Queen - 24.8.2001 at 1.05 pm



NOTES:
 1) A bearing correction of +00'30" has been applied to all bearings adopted from M.L. 1633 to bring them in terms of the Geodetic Datum 1949.
 2) All adoptions are from M.L. 1633 unless otherwise stated.

See Diag. C
 Sheet 4

Datum: Geodetic 1949
 Bearings and Coordinates: Poverty Bay Circuit
 Circuit Origin: Poverty Bay Initial
 Origin Coords: 700000 N. 300000 E.

Total Area 3760.0 ha.
 Comprised in Pt NZ Gaz 1979 p.1195 (GN2266086)

I, Kevin John Taylor, being a person entitled to practise as a Registered Surveyor, certify that -
 (a) the survey to which this document relates are accurate, and were undertaken by me or under my direction in accordance with the Survey Act 1980 and the Survey Regulations 1980
 (b) this document is accurate, and has been created in accordance with that Act and those Regulations.
 Dated at Gisborne this 17th day of March 2000.

Signature: *Kevin Taylor*

File Book p. 1000
 Reference Plans M. 1000 P. 101 M. 1031 M. 1058 M. 1067 M. 1068 M. 1071 M. 1072 M. 1073 M. 1074 M. 1075 M. 1076 M. 1077 M. 1078 M. 1079 M. 1080 M. 1081 M. 1082 M. 1083 M. 1084 M. 1085 M. 1086 M. 1087 M. 1088 M. 1089 M. 1090 M. 1091 M. 1092 M. 1093 M. 1094 M. 1095 M. 1096 M. 1097 M. 1098 M. 1099 M. 1100

Examined *Pluma* Correct

Approved as to Survey *A. A. R. P. R. P.*

2 / 11 / 2000 Chief Surveyor

Approved this day of 20

Judge Tairāwhiti Māori Land Court

418 0/0000 101 145
 Received 15/3/00
 Instructions 410718

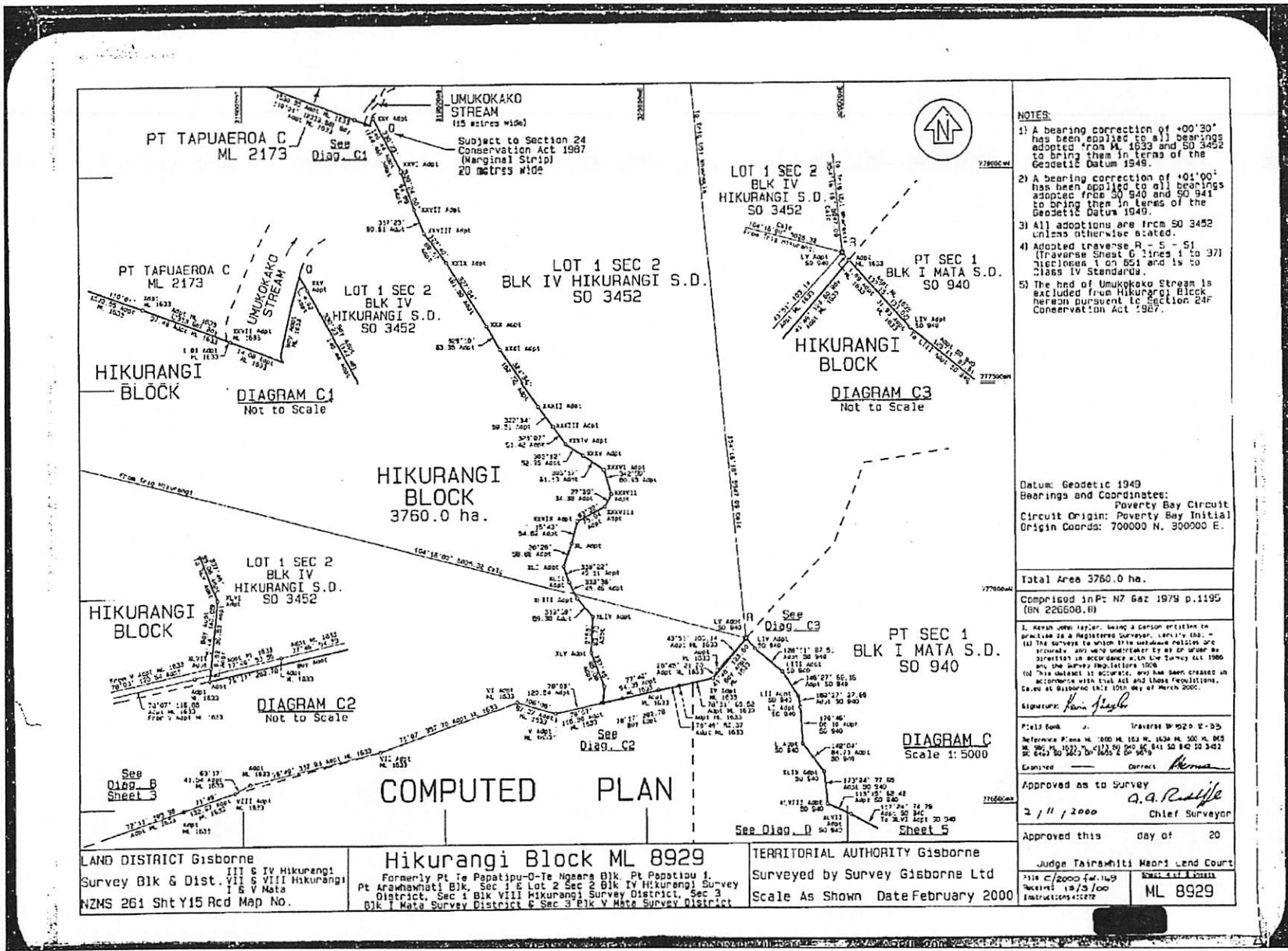
ML 8929

DIAGRAM B
 Scale 1:5000

LAND DISTRICT Gisborne
 VIII & IV Hikurangi
 Survey Blk & Dist. VII & VIII Hikurangi
 I & V Mata
 NZMS 261 Sht Y15 Rcd Map No.

Hikurangi Block ML 8929
 Formerly Pt Te Papatipu-O-te Ngaere Blk., Pt Papatipu I
 Pt Arāwhakaiti Blk., Sec 1 & 2 Lot 2 Sec 2 Blk IV Hikurangi Survey
 District, Sec 1 Blk VIII Hikurangi Survey District, Sec 3
 Blk I Mata Survey District & Sec 3 Blk V Mata Survey District

TERRITORIAL AUTHORITY Gisborne
 Surveyed by Survey Gisborne Ltd
 Scale As Shown Date February 2000



- NOTES:**
- 1) A bearing correction of +00'30" has been applied to all bearings adopted from M. 1833 and SO 3452 to bring them in terms of the Geodetic Datum 1949.
 - 2) A bearing correction of +01'00" has been applied to all bearings adopted from SO 940 and SO 941 to bring them in terms of the Geodetic Datum 1949.
 - 3) All adoptions are from SO 3452 unless otherwise stated.
 - 4) Adopted traverse R - S - 51 (Traverse Sheet G Lines 1 to 37) includes 1 of 651 and is to Class IV Standards.
 - 5) The bed of Umukokako Stream is excluded from HIKURANGI BLOCK hereon pursuant to Section 24F Conservation Act 1987.

Datum: Geodetic 1949
 Bearings and Coordinates:
 Poverty Bay Circuit
 Circuit Origin: Poverty Bay Initial
 Origin Coords: 700000 N, 300000 E.

Total Area 3760.0 ha.
 Comprised in Pt N7 6az 1979 p.1195 (BN 226508.H)

I, Kevin John Taylor, being a person entitled to practise as a Registered Surveyor, certify that all the surveys to which this instrument relates are accurate and were undertaken by me or under my direction in accordance with the Survey Act 1980 and the Survey Regulations 1988.
 This instrument is accurate and has been created in accordance with the Act and those Regulations, as in effect on the 10th day of March 2000.
 Signature: *Kevin Taylor*

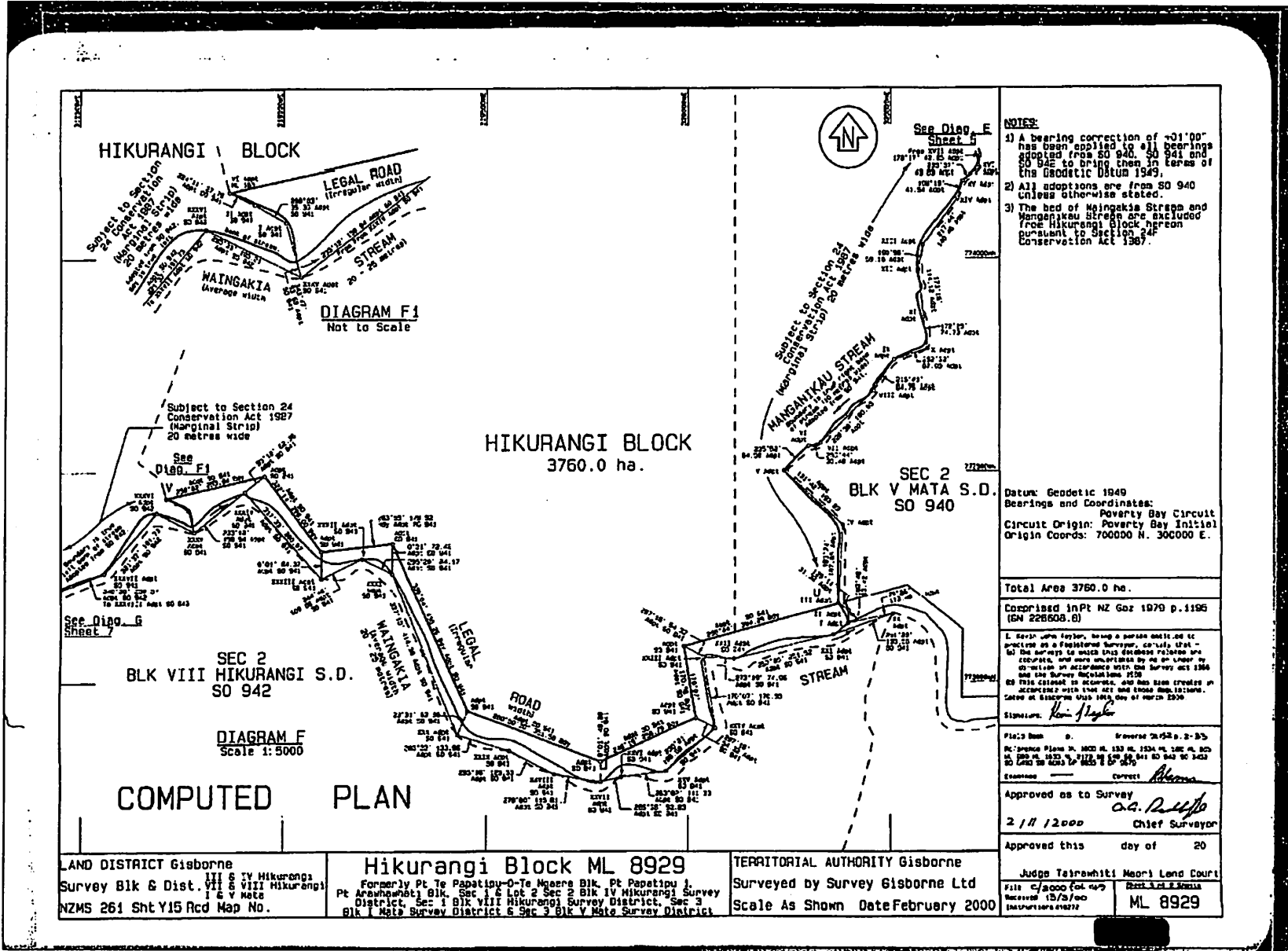
Field Book: Traverse W 1920 X-35
 Reference Plane M. 1000 M. 1020 M. 1030 M. 1040 M. 1050
 M. 1060 M. 1070 M. 1080 M. 1090 M. 1100 M. 1110 M. 1120
 M. 1130 M. 1140 M. 1150 M. 1160 M. 1170 M. 1180
 M. 1190 M. 1200 M. 1210 M. 1220 M. 1230 M. 1240
 M. 1250 M. 1260 M. 1270 M. 1280 M. 1290 M. 1300
 M. 1310 M. 1320 M. 1330 M. 1340 M. 1350 M. 1360
 M. 1370 M. 1380 M. 1390 M. 1400 M. 1410 M. 1420
 M. 1430 M. 1440 M. 1450 M. 1460 M. 1470 M. 1480
 M. 1490 M. 1500 M. 1510 M. 1520 M. 1530 M. 1540
 M. 1550 M. 1560 M. 1570 M. 1580 M. 1590 M. 1600
 M. 1610 M. 1620 M. 1630 M. 1640 M. 1650 M. 1660
 M. 1670 M. 1680 M. 1690 M. 1700 M. 1710 M. 1720
 M. 1730 M. 1740 M. 1750 M. 1760 M. 1770 M. 1780
 M. 1790 M. 1800 M. 1810 M. 1820 M. 1830 M. 1840
 M. 1850 M. 1860 M. 1870 M. 1880 M. 1890 M. 1900
 M. 1910 M. 1920 M. 1930 M. 1940 M. 1950 M. 1960
 M. 1970 M. 1980 M. 1990 M. 2000
 Estimated: Correct: *Kevin Taylor*

Approved as to Survey: *A. A. Ruffie*
 Chief Surveyor
 2 / 11 / 2000

Approved this day of 20

Judge Tairāwhiti Māori Land Court
 11/10/2000
 19/03/00
 Instructions 10/07/00
 ML 8929

LAND DISTRICT Gisborne III & IV HIKURANGI Survey Bk & Dist. VII & VIII HIKURANGI I & V MATA NZMS 261 Sht Y15 Rcd Map No.	HIKURANGI BLOCK ML 8929 Formerly Pt Te Papatipu-O-Te Ngahere Bk, Pt Papatipu I Pt Aramāwhiti Bk, Sec 1 & Lot 2 Sec 2 Bk IV HIKURANGI Survey District, Sec 4 Bk VIII HIKURANGI Survey District, Sec 3 Bk I Mata Survey District & Sec 3 Bk V Mata Survey District	TERRITORIAL AUTHORITY Gisborne Surveyed by Survey Gisborne Ltd Scale As Shown Date February 2000
--	---	--



- NOTES:**
- 1) A bearing correction of +01'00" has been applied to all bearings adopted from SO 940, SO 941 and SO 942 to bring them in terms of the Geodetic Datum 1949.
 - 2) All adoptions are from SO 940 unless otherwise stated.
 - 3) The bed of Waiangakia Stream and Waiangakiau Stream are excluded from HIKURANGI BLOCK hereon pursuant to Section 24 of Conservation Act 1987.

Datum: Geodetic 1949
Bearings and Coordinates:
Poverty Bay Circuit
Circuit Origin: Poverty Bay Initial
Origin Coords: 700000 N. 300000 E.

Total Area 3760.0 ha.
Comprised in Pt NZ Gaz 1979 p.1195
(SN 226608.8)

I, Kevin Hopley, being a person entitled to practice as a Registered Surveyor, certify that -
a) the surveys to which this Certificate relates are correct, and were undertaken by me or under my direction in accordance with the Survey Act 1986 and the Survey Regulations 1988.
b) this cannot be accepted, and has been created in accordance with that act and those Regulations.
Signed at Gisborne this 19th day of March 2000
Signature: *Kevin Hopley*

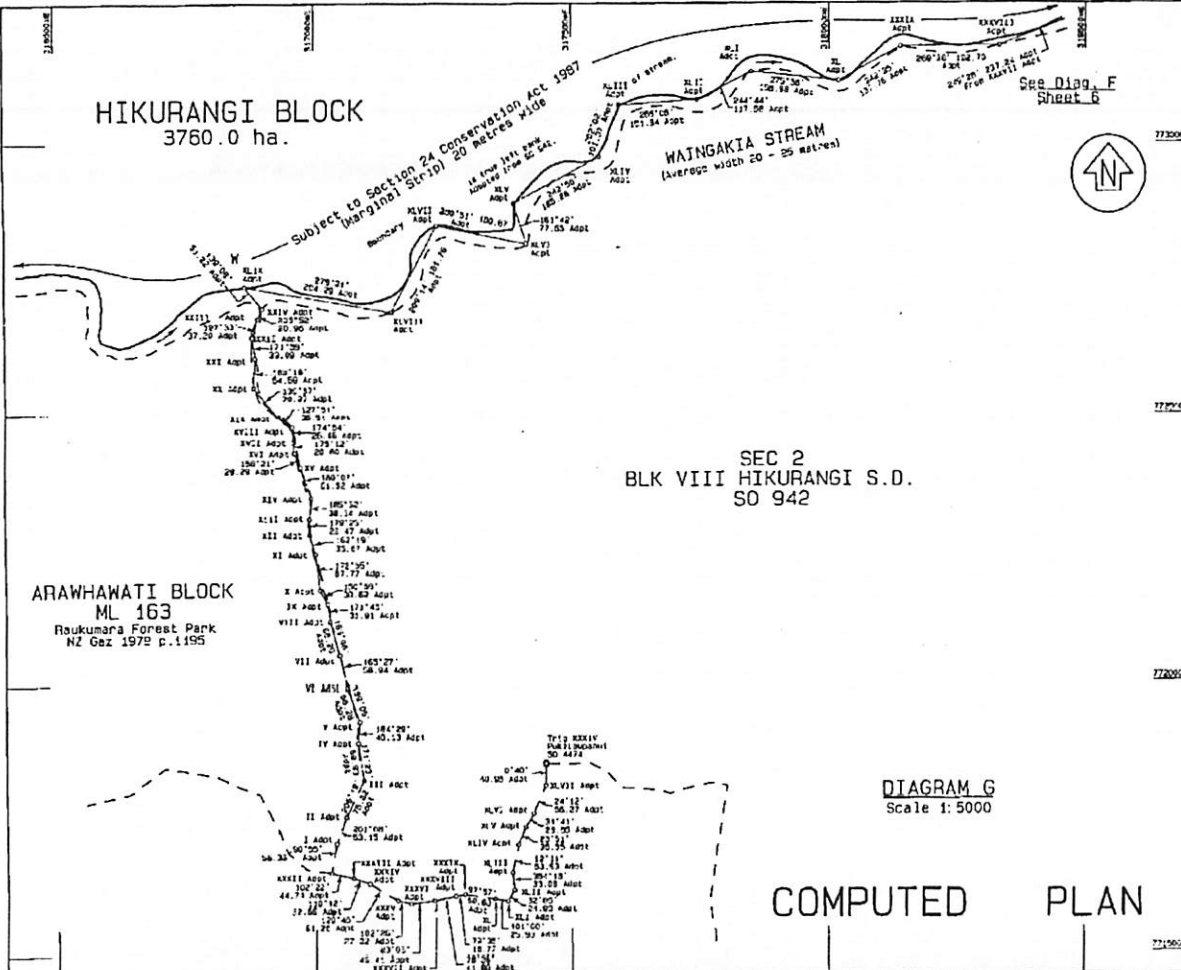
File's Book No. 2-55
Reference Plans N. 1800 N. 1534 N. 1284 N. 820 N. 780 N. 1232 N. 1172 N. 1044 N. 941 N. 843 N. 342 N. 282 N. 283 N. 284 N. 285 N. 286 N. 287 N. 288 N. 289 N. 290 N. 291 N. 292 N. 293 N. 294 N. 295 N. 296 N. 297 N. 298 N. 299 N. 300 N. 301 N. 302 N. 303 N. 304 N. 305 N. 306 N. 307 N. 308 N. 309 N. 310 N. 311 N. 312 N. 313 N. 314 N. 315 N. 316 N. 317 N. 318 N. 319 N. 320 N. 321 N. 322 N. 323 N. 324 N. 325 N. 326 N. 327 N. 328 N. 329 N. 330 N. 331 N. 332 N. 333 N. 334 N. 335 N. 336 N. 337 N. 338 N. 339 N. 340 N. 341 N. 342 N. 343 N. 344 N. 345 N. 346 N. 347 N. 348 N. 349 N. 350 N. 351 N. 352 N. 353 N. 354 N. 355 N. 356 N. 357 N. 358 N. 359 N. 360 N. 361 N. 362 N. 363 N. 364 N. 365 N. 366 N. 367 N. 368 N. 369 N. 370 N. 371 N. 372 N. 373 N. 374 N. 375 N. 376 N. 377 N. 378 N. 379 N. 380 N. 381 N. 382 N. 383 N. 384 N. 385 N. 386 N. 387 N. 388 N. 389 N. 390 N. 391 N. 392 N. 393 N. 394 N. 395 N. 396 N. 397 N. 398 N. 399 N. 400 N. 401 N. 402 N. 403 N. 404 N. 405 N. 406 N. 407 N. 408 N. 409 N. 410 N. 411 N. 412 N. 413 N. 414 N. 415 N. 416 N. 417 N. 418 N. 419 N. 420 N. 421 N. 422 N. 423 N. 424 N. 425 N. 426 N. 427 N. 428 N. 429 N. 430 N. 431 N. 432 N. 433 N. 434 N. 435 N. 436 N. 437 N. 438 N. 439 N. 440 N. 441 N. 442 N. 443 N. 444 N. 445 N. 446 N. 447 N. 448 N. 449 N. 450 N. 451 N. 452 N. 453 N. 454 N. 455 N. 456 N. 457 N. 458 N. 459 N. 460 N. 461 N. 462 N. 463 N. 464 N. 465 N. 466 N. 467 N. 468 N. 469 N. 470 N. 471 N. 472 N. 473 N. 474 N. 475 N. 476 N. 477 N. 478 N. 479 N. 480 N. 481 N. 482 N. 483 N. 484 N. 485 N. 486 N. 487 N. 488 N. 489 N. 490 N. 491 N. 492 N. 493 N. 494 N. 495 N. 496 N. 497 N. 498 N. 499 N. 500 N. 501 N. 502 N. 503 N. 504 N. 505 N. 506 N. 507 N. 508 N. 509 N. 510 N. 511 N. 512 N. 513 N. 514 N. 515 N. 516 N. 517 N. 518 N. 519 N. 520 N. 521 N. 522 N. 523 N. 524 N. 525 N. 526 N. 527 N. 528 N. 529 N. 530 N. 531 N. 532 N. 533 N. 534 N. 535 N. 536 N. 537 N. 538 N. 539 N. 540 N. 541 N. 542 N. 543 N. 544 N. 545 N. 546 N. 547 N. 548 N. 549 N. 550 N. 551 N. 552 N. 553 N. 554 N. 555 N. 556 N. 557 N. 558 N. 559 N. 560 N. 561 N. 562 N. 563 N. 564 N. 565 N. 566 N. 567 N. 568 N. 569 N. 570 N. 571 N. 572 N. 573 N. 574 N. 575 N. 576 N. 577 N. 578 N. 579 N. 580 N. 581 N. 582 N. 583 N. 584 N. 585 N. 586 N. 587 N. 588 N. 589 N. 590 N. 591 N. 592 N. 593 N. 594 N. 595 N. 596 N. 597 N. 598 N. 599 N. 600 N. 601 N. 602 N. 603 N. 604 N. 605 N. 606 N. 607 N. 608 N. 609 N. 610 N. 611 N. 612 N. 613 N. 614 N. 615 N. 616 N. 617 N. 618 N. 619 N. 620 N. 621 N. 622 N. 623 N. 624 N. 625 N. 626 N. 627 N. 628 N. 629 N. 630 N. 631 N. 632 N. 633 N. 634 N. 635 N. 636 N. 637 N. 638 N. 639 N. 640 N. 641 N. 642 N. 643 N. 644 N. 645 N. 646 N. 647 N. 648 N. 649 N. 650 N. 651 N. 652 N. 653 N. 654 N. 655 N. 656 N. 657 N. 658 N. 659 N. 660 N. 661 N. 662 N. 663 N. 664 N. 665 N. 666 N. 667 N. 668 N. 669 N. 670 N. 671 N. 672 N. 673 N. 674 N. 675 N. 676 N. 677 N. 678 N. 679 N. 680 N. 681 N. 682 N. 683 N. 684 N. 685 N. 686 N. 687 N. 688 N. 689 N. 690 N. 691 N. 692 N. 693 N. 694 N. 695 N. 696 N. 697 N. 698 N. 699 N. 700 N. 701 N. 702 N. 703 N. 704 N. 705 N. 706 N. 707 N. 708 N. 709 N. 710 N. 711 N. 712 N. 713 N. 714 N. 715 N. 716 N. 717 N. 718 N. 719 N. 720 N. 721 N. 722 N. 723 N. 724 N. 725 N. 726 N. 727 N. 728 N. 729 N. 730 N. 731 N. 732 N. 733 N. 734 N. 735 N. 736 N. 737 N. 738 N. 739 N. 740 N. 741 N. 742 N. 743 N. 744 N. 745 N. 746 N. 747 N. 748 N. 749 N. 750 N. 751 N. 752 N. 753 N. 754 N. 755 N. 756 N. 757 N. 758 N. 759 N. 760 N. 761 N. 762 N. 763 N. 764 N. 765 N. 766 N. 767 N. 768 N. 769 N. 770 N. 771 N. 772 N. 773 N. 774 N. 775 N. 776 N. 777 N. 778 N. 779 N. 780 N. 781 N. 782 N. 783 N. 784 N. 785 N. 786 N. 787 N. 788 N. 789 N. 790 N. 791 N. 792 N. 793 N. 794 N. 795 N. 796 N. 797 N. 798 N. 799 N. 800 N. 801 N. 802 N. 803 N. 804 N. 805 N. 806 N. 807 N. 808 N. 809 N. 810 N. 811 N. 812 N. 813 N. 814 N. 815 N. 816 N. 817 N. 818 N. 819 N. 820 N. 821 N. 822 N. 823 N. 824 N. 825 N. 826 N. 827 N. 828 N. 829 N. 830 N. 831 N. 832 N. 833 N. 834 N. 835 N. 836 N. 837 N. 838 N. 839 N. 840 N. 841 N. 842 N. 843 N. 844 N. 845 N. 846 N. 847 N. 848 N. 849 N. 850 N. 851 N. 852 N. 853 N. 854 N. 855 N. 856 N. 857 N. 858 N. 859 N. 860 N. 861 N. 862 N. 863 N. 864 N. 865 N. 866 N. 867 N. 868 N. 869 N. 870 N. 871 N. 872 N. 873 N. 874 N. 875 N. 876 N. 877 N. 878 N. 879 N. 880 N. 881 N. 882 N. 883 N. 884 N. 885 N. 886 N. 887 N. 888 N. 889 N. 890 N. 891 N. 892 N. 893 N. 894 N. 895 N. 896 N. 897 N. 898 N. 899 N. 900 N. 901 N. 902 N. 903 N. 904 N. 905 N. 906 N. 907 N. 908 N. 909 N. 910 N. 911 N. 912 N. 913 N. 914 N. 915 N. 916 N. 917 N. 918 N. 919 N. 920 N. 921 N. 922 N. 923 N. 924 N. 925 N. 926 N. 927 N. 928 N. 929 N. 930 N. 931 N. 932 N. 933 N. 934 N. 935 N. 936 N. 937 N. 938 N. 939 N. 940 N. 941 N. 942 N. 943 N. 944 N. 945 N. 946 N. 947 N. 948 N. 949 N. 950 N. 951 N. 952 N. 953 N. 954 N. 955 N. 956 N. 957 N. 958 N. 959 N. 960 N. 961 N. 962 N. 963 N. 964 N. 965 N. 966 N. 967 N. 968 N. 969 N. 970 N. 971 N. 972 N. 973 N. 974 N. 975 N. 976 N. 977 N. 978 N. 979 N. 980 N. 981 N. 982 N. 983 N. 984 N. 985 N. 986 N. 987 N. 988 N. 989 N. 990 N. 991 N. 992 N. 993 N. 994 N. 995 N. 996 N. 997 N. 998 N. 999 N. 1000

Approved as to Survey
cc. R. Hopley
2 / 11 / 2000 Chief Surveyor

Approved this day of 20

Judge Teatrawhiti Maori Land Court
File C/2000/404/405
Received 15/3/00
15/03/2000
ML 8929

<p>LAND DISTRICT Gisborne Survey Blk & Dist. III & IV HIKURANGI I & V Mata NZMS 261 Sht Y15 Rcd Map NO.</p>	<p>Hikurangi Block ML 8929 Formerly Pt Te Papatipu-O-Te Ngare Blk. Pt Papatipu I. Pt Aramohi Blk. Sec 1 & Lot 2 Sec 2 Blk IV HIKURANGI Survey District. Sec 1 Blk VIII HIKURANGI Survey District. Sec 3 Blk I Mata Survey District & Sec 3 Blk V Mata Survey District</p>	<p>TERRITORIAL AUTHORITY Gisborne Surveyed by Survey Gisborne Ltd Scale As Shown Date February 2000</p>
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COMPUTED PLAN

DIAGRAM G
Scale 1:5000

NOTES:
1) A bearing correction of +01'00" has been applied to all bearings adopted from SO 942 to bring them in terms of the Geodetic Datum 1949.
2) All adoptions are from SO 942 unless otherwise stated.
3) The bed of Waingakia Stream is excluded from Hukurangi Block hereon pursuant to Section 24F Conservation Act 1987.

Datum: Geodetic 1945
Bearings and Coordinates:
Circuit Origin: Poverty Bay Circuit
Origin Coords: 700000 N, 300000 E.

Total Area 3760.0 ha.
Comprised in Pt NZ Gaz 1979 p. 1195
(GN 226608.B)

I, Kevin John Taylor, CGM9 & PMSM 211128 is qualified as a Registered Surveyor, certify that -
- the survey to which this certificate relates was accurately and honestly undertaken by me or under my direction in accordance with the Survey Act 1996 and the Survey Regulations 1996.
- the statement is accurate, and has been created in accordance with that Act and those Regulations.
- dated at Gisborne this 10th day of March, 2000.
Signature: *Kevin Taylor*

Field Book 9 Traverse 24157a, 2-33
Reference Plans N. 1000 N. 183 M. 153 N. 580 M. 862 N. 829 M. 1022 N. 2122 N. 840 N. 841 N. 242 N. 3402 N. 449 N. 241 N. 3152 N. 20 1479
Prepared: *Correct Memo*

Approved as to Survey
2 / 11 / 2000 *qa Ruffin* Chief Surveyor

Approved this day of 20

LAND DISTRICT Gisborne
Survey Blk & Dist. III & IV Hukurangi
I & V Mata
NZMS 261 Sht Y15 Rcd Map No.

Hukurangi Block ML 8929
Formerly Pt Te Papatapu-O-Te Ngaere Blk. Pt Papatapu 1,
Pt Arawhatai Blk. Sec 1 & Lot 2 Sec 2 Blk IV Hukurangi Survey
District, Sec 1 Blk VIII Hukurangi Survey District, Sec 3
Blk I Mata Survey District & Sec 3 Blk V Mata Survey District

TERRITORIAL AUTHORITY Gisborne
Surveyed by Survey Gisborne Ltd
Scale As Shown Date February 2000

Judge Teirakihiti Maori Land Court
File C/2000 64 147
Received 19/3/00
Instruments 10072
ML 8929

Identified

CSGD/412

27 APR 2001

COPY

30 Ruatoria Minute Book 313-323
and 59 Ruatoria Minute Book 134-135

DUPLICATE

Embodied in the Provisional Register
this 8th day of December 2000

ORDER REVESTING LAND ACQUIRED FOR A PUBLIC WORK

The Maori Affairs Act 1953

Sections 436, & 267(3) & 267(3A)



In the Maori Land Court
of New Zealand
Tairāwhiti District

IN THE MATTER of the land known as:-

HIKURANGI

AT a sitting of the Court held at Gisborne on the 18th day of January 1991 before James Leighton Rota, Esquire, Judge.

WHEREAS the land known as Hikurangi was acquired by the Crown for the purposes of a Public Work

AND WHEREAS the said land is no longer required for the purpose for which the land was acquired

NOW THEREFORE upon hearing the application of the Minister of Conversation for an order vesting the land in Te Runanga o Ngati Porou

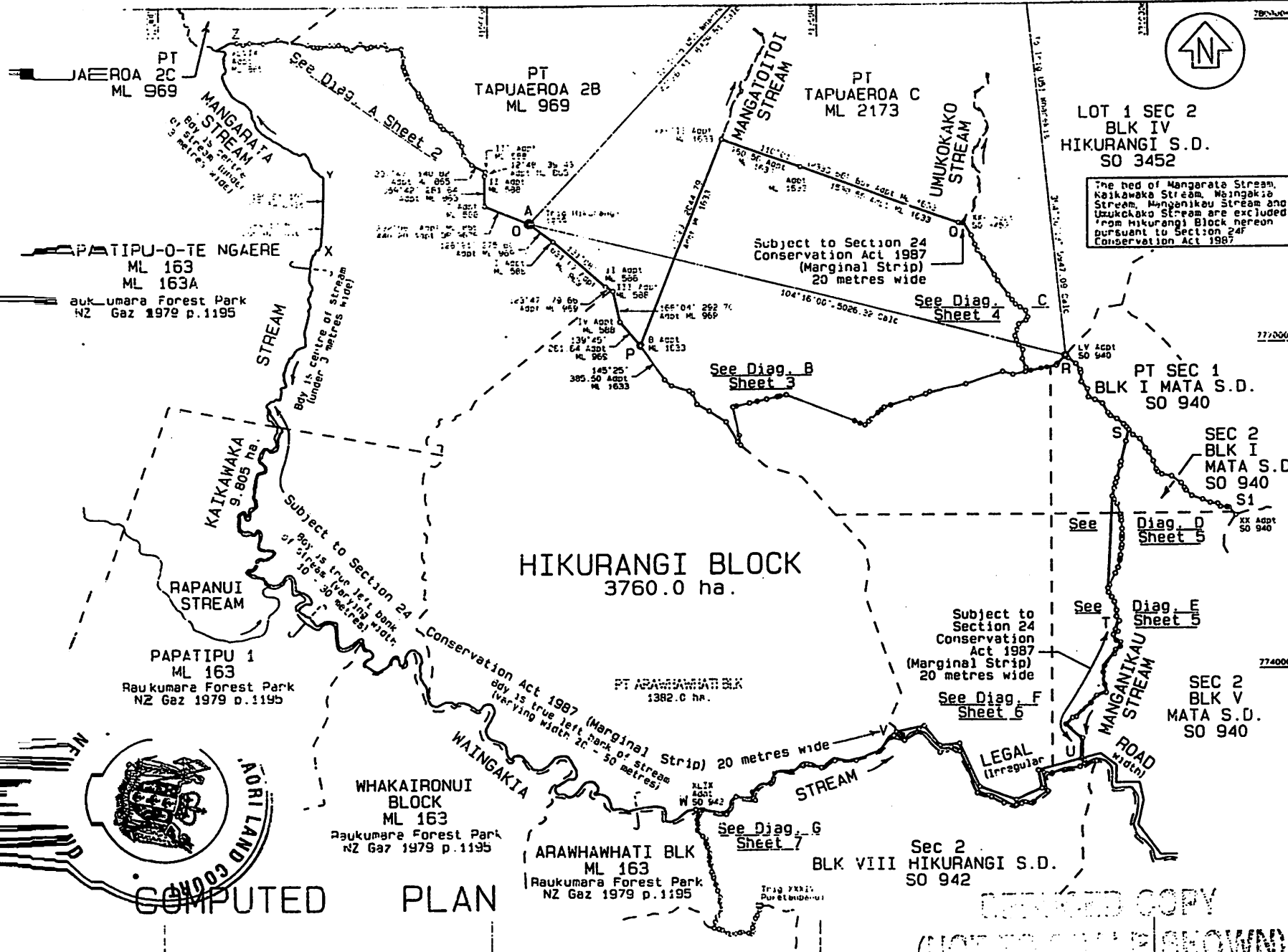
IT IS HEREBY ORDERED that the said land which is more particularly delineated on ML 8929 which is attached hereto be and the same is hereby vested in:-

Te Runanga o Ngati Porou

As trustees upon trust to hold and administer for the common use and benefit of the Ngati Porou people.

AS WITNESS the hand of Wilson Whare Isaac, a Judge, and the Seal of the Court

W. Isaac
JUDGE



- 1) A bearing correction of +01'00" has been applied to all bearings adopted from M 588 M 865 M 969 M 940 M 941 and SO 942 to bring them in terms of the Geodetic Datum 1949.
- 2) A bearing correction of -1'39" has been applied to all bearings adopted from M 865 between 0 and 2 to bring them in terms of the Geodetic Datum 1949.
- 3) A bearing correction of +00'30" has been applied to all bearings adopted from M 1633 and SO 3452 to bring them in terms of the Geodetic Datum 1949.
- 4) The boundary marked 1 - U along the western banks of Manganihau Stream has been adopted from SO 941.
- 5) The boundary marked V - W along the northern banks of Manganihau Stream has been adopted from SO 942.
- 6) The boundaries marked W - X and Y - Z along Manganihau Stream, Kaipakawa Stream and Mangarata Stream have been digitised using Aerial Photographs 190516, 190517, 190529, 190530, 190552 and 190559, dated 16 March 1951 and are to Class IV Standards (see Traverse Sheets 0 to 25).
- 7) Adopted traverse 0 - Z (Traverse Sheet: 2 lines 1 to 48) miscloses 1 in 366 and is to Class IV Standards.
- 8) Adopted traverse 0 - P (Traverse Sheet: 3 lines 1 to 6) miscloses 1 in 295 and is to Class IV Standards.
- 9) Adopted traverse R - S - S1 (Traverse Sheet 6 lines 1 to 37) miscloses 1 in 651 and is to Class IV Standards.

LOT 1 SEC 2
BLK IV
HIKURANGI S.D.
SO 3452

The bed of Mangarata Stream, Kaipakawa Stream, Waingakia Stream, Manganihau Stream and Umukokako Stream are excluded from Hikurangi Block hereon pursuant to Section 24F Conservation Act 1987

Subject to Section 24 Conservation Act 1987 (Marginal Strip) 20 metres wide

PT SEC 1
BLK I MATA S.D.
SO 940

SEC 2
BLK I
MATA S.D.
SO 940
S1

HIKURANGI BLOCK
3760.0 ha.

I hereby certify that there has been no material change in the position of the natural boundary adopted hereon.

Kevin Taylor
Registered Surveyor
Coordinates for A = 778133.45 Nth
315378.10 East

Class of Survey:
Class III = P-Q-R & S-T-U-V-W
Class IV = Z-O-P, R-S & W-X-Y-Z
Datum: Geodetic 1949
Bearings and Coordinates:
Poverty Bay Circuit
Circuit Origin: Poverty Bay Initial
Origin Coords: 700000 N. 300000 E.

Total Area 3760.0 ha.

Comprised in Pt NZ Gaz 1979 p.1195 (GN 226608.8)

I, Kevin John Taylor, being a person entitled to practise as a Registered Surveyor, certify that -
(a) the survey to which this database relates are accurate, and were undertaken by me or under my direction in accordance with the Survey Act 1996 and the Survey Regulations 1996
(b) this database is accurate, and has been prepared in accordance with that Act and those Regulations. Dated at Gisborne this 10th day of March 2000.

Signature: *Kevin Taylor*

Field Book No. Traverse 94152 p. 2-33
Reference Plans M 1008 M 163 M 163A M 498 M 511 M 969 M 1633 M 2173 SO 940 SO 941 SO 942 SO 942 SO 1493 SO 6692 M 9655 & SO 9419

Examined Correct: *Alanna*

Approved as to Survey
2 / 11 / 2000 *a.a. Puffin* Chief Surveyor

Approved this 8th day of March 2000

W. H. H. H.
Judge Tairāwhiti Māori Land Court

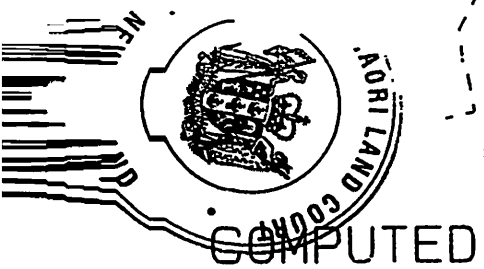
File 2/2000 Vol 149
Page 13/100
ML 8929

DISTRICT Gisborne
y Blk & Dist. VII & VIII Hikurangi
District Survey District & Sec 3 Blk V Mata Survey District
2001 Spt Y15 Rcd Map No.

Hikurangi Block ML 8929
Formerly Pt Te Papatipu O-te ngaere Blk Pt Papatipu I
Pt Arawahati Blk Sec 1 of 2 Sec 2 Blk IV Hikurangi Survey District
District Survey District & Sec 3 Blk V Mata Survey District

TERRITORIAL AUTHORITY Gisborne
Surveyed by Survey Gisborne Ltd
Scale 1:25000 Date February 2000

DEVELOPED COPY
(NOT TO SCALE SHOWN)



P.R. 6D/132

SEARCH
27 APR 2001
COPY

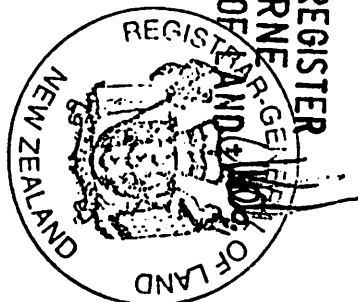
Subject to Part IVA of the Conservation Act
1987

Subject to Section 11 Crown Minerals Act
1991

231731.1 COURT ORDER DETERMINING THAT THE
STATUS OF THE WITHIN LAND IS MAORI FREEHOLD
LAND - 11.12.2000 at 2.05


for RGL.

3.51 08.DEC00 231724.1
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY GISBORNE
FOR REGISTRAR - GENERAL OF LAND



7c1/100 .N.A.



**COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952**



Search Copy

Identifier GS109/184
Land Registration District Gisborne
Date Issued 01 April 1954

Prior References
GS100/88

Estate	Fee Simple
Area	1449.9077 hectares more or less
Legal Description	Tapuaeroa 2D Block and Part Tapuaeroa 2C Block

Proprietors
Te Runanga-O-Ngati Porou

Interests

Subject to Part IV A Conservation Act 1987

207181.1 COURT ORDER DETERMINING THE STATUS OF THE WITHIN LAND TO BE MAORI FREEHOLD LAND
- 7.12.1995 AT 3.00 PM

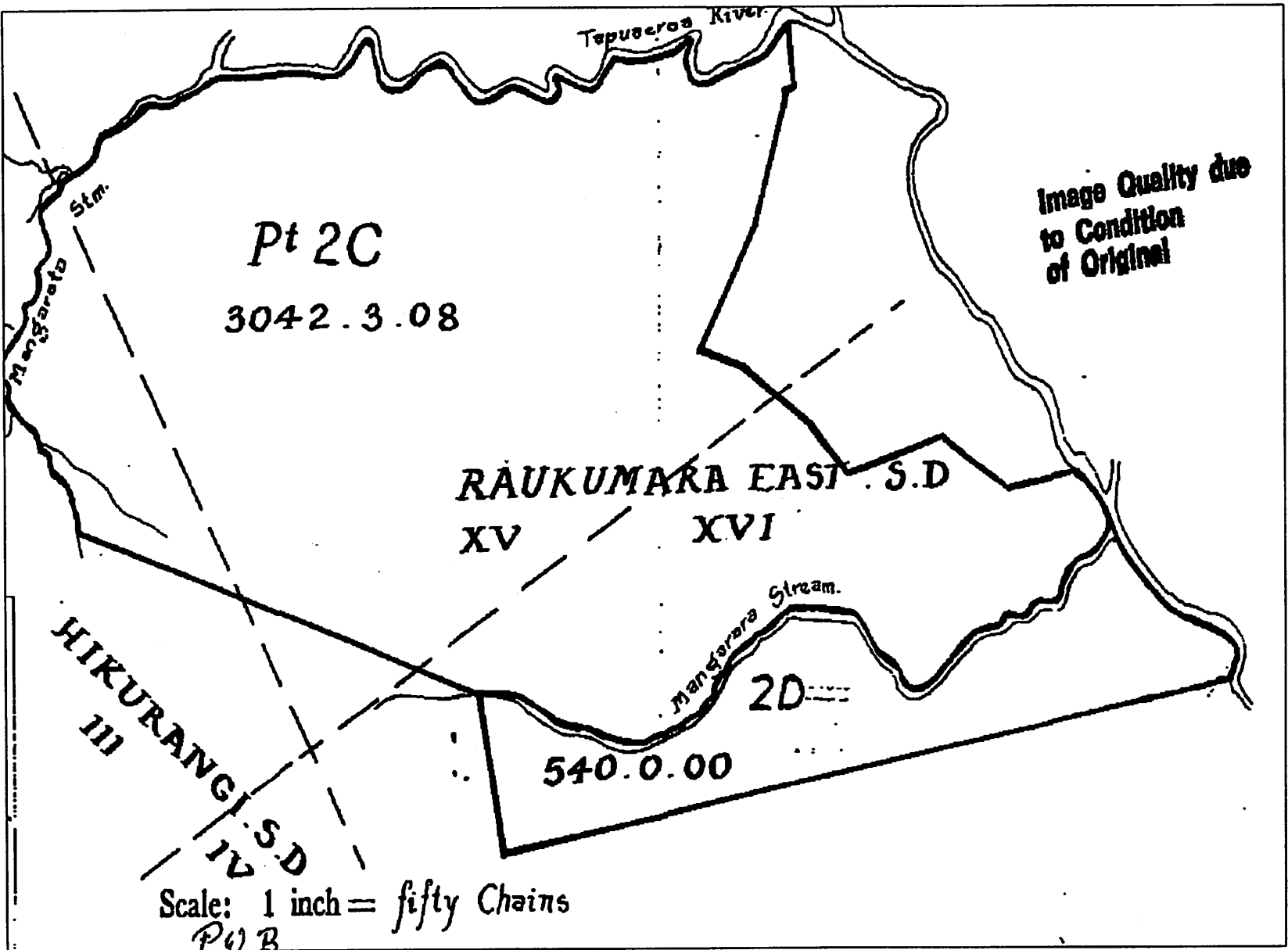
216747.1 Forestry Right pursuant to the Forestry Rights Registration Act 1983 to Ngati Porou Whanui Forests Limited
(limited duration) - 5.8.1997 at 9.30 am

228533.1 Mortgage of Forestry Right 216747.1 to Hansol New Zealand Limited - 10.3.2000 at 9.00 am

Subject to a walkway (in gross) over parts marked B and D on DP 9655 term from and including 29.8.1999 in favour of Her
Majesty the Queen created by Transfer 234471.2 - 24.8.2001 at 1.05 pm

234471.3 Conservation Covenant pursuant to Section 27 Conservation Act 1987 and Section 77 Reserves Act 1977 over
part marked B on DP 9679 by Her Majesty the Queen - 24.8.2001 at 1.05 pm

Image Quality due to Condition of Original



SEARCH

11 DEC 2000

COPY



Land and Deeds 69

REGISTER
REGISTER

No. 109/184

References
Prior G/T. 100/ 33

Transfer No. 50005
N/C. Order No.

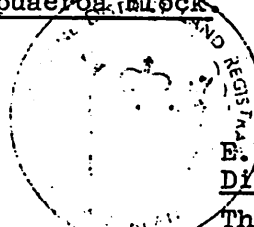
CERTIFICATE OF TITLE UNDER LAND TRANSFER ACT

This Certificate dated the 1st day of April one thousand nine hundred and fifty-four under the seal of the District Land Registrar of the Land Registration District of Gisborne

WITNESSETH that PEGGY PATIENCE BANNISTER of Rotorua, married woman

is seized of an estate in fee-simple (subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by memorial underwritten or endorsed hereon) in the land hereinafter described, delineated with bold black lines on the plan hereon, be the several admeasurements a little more or less, that is to say: All that parcel of land containing 3582 acres

3 roods 8 perches more or less situate in Blocks XV and XVI. Raukumara East Survey District and Block III Hikurangi Survey District and being Section 2D and part Section 2C of the Tapuaeoa Block.



E. L. Adams
District Land Registrar

This is a certified copy of the original C.T. 109/184 now converted to loose leaf - 27.6.1967.

75418 Transfer to Colin Sydney Wallis Williams of Puatoria and Peter Wallis Williams of Ormond both sheepfarmers - 17.4.1964 at 12.12p.m.

D.E. Berry
A.L.R.

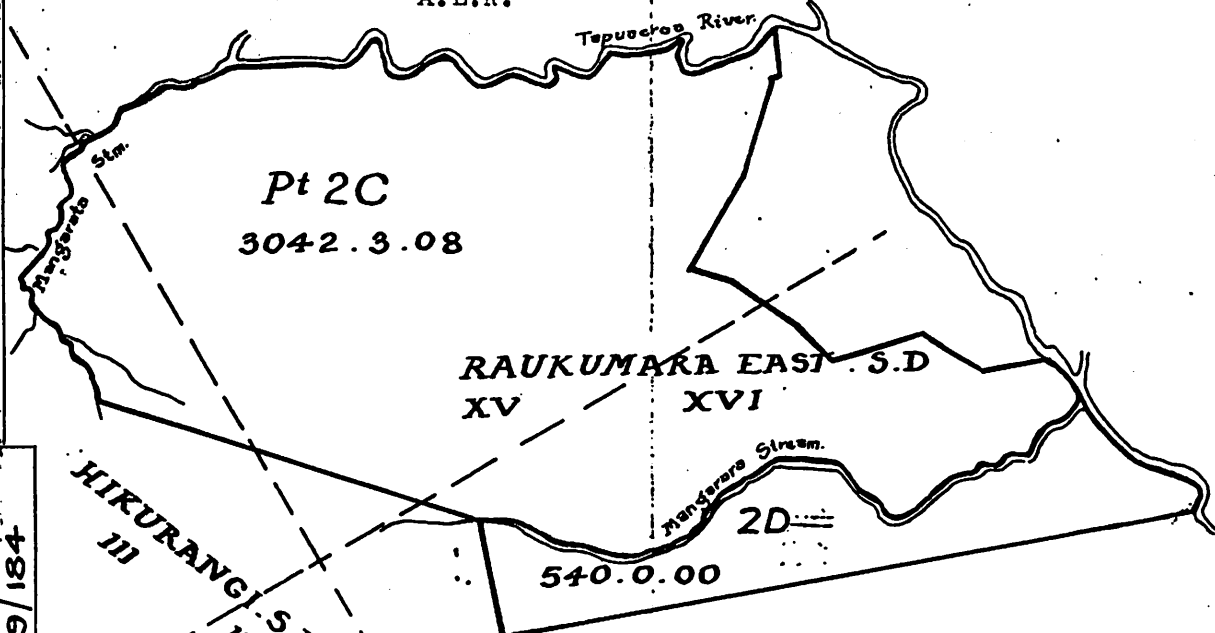
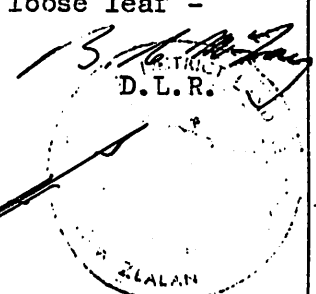
75651 Mortgage to The Bank of New South Wales - 17.4.1964 at 2.46 p.m.

D.E. Berry
A.L.R.

75652 Mortgage of Reggie Patience Bannister - 17.4.1964 at 2.47p.m.

D.E. Berry
A.L.R.

DISCHARGED
8/1/67
1513
1513



No. 109/184

Scale: 1 inch = fifty Chains

METRIC AREA IS 1449.9077 ha

Over /

94174 Transfer of one-half share to

Jacqueline Marian Williams of Ruatoria, Married Woman and Robert Stanley Briant of Gisborne, Public Accountant - 8.1.1970 at 11.45 am.

D.L.R.

94175 Mortgage to The Bank of New South Wales - 8.1.1970 at 7.47 am.

DISCHARGED 9/9/79 A.L.R. [Signature]

D.L.R.

Variation of Mortgage 75652 - 8.1.1970 at 11.48 am.

D.L.R.

94176 Memorandum of Priority giving Mortgage 94175 priority over Mortgage 75652 - 8.1.1970 at 11.50 am.

D.L.R.

101158 Mortgage to Australian Mutual Provident Society produced 9.9.1971 at 2.47 o'clock.

DISCHARGED 12/7/73 [Signature]

A.L.R.

101160 Memorandum of Priority making Mortgage 101158 a first Mortgage and Mortgage 75652 a second Mortgage produced 9.9.1971 at 2.49 o'clock.

A.L.R.

130293.3 Mortgage to the Rural Banking and Finance Corporation of New Zealand - 15.3.1979 at 11.04 am.

DISCHARGED 17/1/87 [Signature]

A.L.R.

130293.4 Mortgage to the Rural Banking and Finance Corporation of New Zealand - 15.3.1979 at 11.09 am.

DISCHARGED 17/1/87 [Signature]

A.L.R.

136439.1 Variation of Mortgage 130293.4 - 22.7.1980 at 2.30 o'clock.

A.L.R.

141553.1 Variation of Mortgage 130293.4 - 21.8.1981 at 1.38 o'clock.

A.L.R.

167044.2 Discharge of Mortgage 130293.4 - 18.6.1987 at 11.32 o'clock.

[Signature] A.L.R..

167044.3 Transfer to Her Majesty the Queen - 18.6.1987 at 11.32 o'clock.

[Signature] A.L.R..

183709.1 Vesting Order vesting the within

land in Te Runanga-O-Ngati Porou - 6.6.1991 at 9.15 o'clock

[Signature] A.L.R.

* 207181.1 COURT ORDER DETERMINING THE STATUS OF THE WITHIN LAND TO BE MAORI FREEHOLD LAND - 7.12.1995 at 3.00 o'clock

[Signature] A.L.R.

216747.1 Transfer granting a forestry right under the Forestry Rights Registration Act 1983 in favour of Ngati Porou Whanui Forests Limited at Ruatoria (limited duration) - 5.8.1997 at 9.30 o'clock

[Signature] A.L.R..

218844.1 Mortgage of Forestry Right 216747.1 to Hansol New Zealand Limited - 19.1.1998

NO ACCEPTED SEC 113 LT Act 1992 [Signature]

for DLR

228533.1 Mortgage of Forestry Right 216747.1 to Hansol New Zealand Limited - 10.3.2000 at 9.00

AMIT [Signature] for RGL.

*Subject to Part IVA Conservation Act 1987

[Signature] for RGL

AMENDED 17/3/00 [Signature] for RGL



**COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952**



Search Copy

Identifier GS109/185
Land Registration District Gisborne
Date Issued 01 April 1954

Part-Cancelled

Prior References
GS100/88

Estate Fee Simple
Area 1379.1257 hectares more or less
Legal Description Part Tapuaeroa 2B Block
Proprietors
Te Runanga-O-Ngati Porou

Interests

Subject to Part IV A Conservation Act 1987
87393 Proclamation proclaiming as road 2 roads 2.9 p and part Tapuaeroa River Bed - 5.2.1968 at 9.03 am
207181.1 COURT ORDER DETERMINING THE STATUS OF THE WITHIN LAND TO BE MAORI FREEHOLD LAND
- 7.12.1995 AT 3.00 PM
216747.1 Forestry Right pursuant to the Forestry Rights Registration Act 1983 to Ngati Porou Whanui Forests Limited
(limited duration) - 5.8.1997 at 9.30 am
228533.1 Mortgage of Forestry Right 216747.1 to Hansol New Zealand Limited - 10.3.2000 at 9.00 am
231250.1 Forestry Right pursuant to the Forestry Rights Registration Act 1983 to Ngati Porou Whanui Forests Limited term
23 years commencing from and including 27.6.2000 - 27.10.2000 at 9.00 am
231996.1 Mortgage of Forestry Right 231250.1 to Hansol New Zealand Limited - 10.1.2001 at 9.00 am
Subject to an easement (in gross) granting a walkway over part marked A, C and E on DP 9655. Term: from and including
29.8.1999 to Her Majesty the Queen created by Transfer 234471.2 - 24.8.2001 at 1.05 pm
234471.3 Conservation Covenant pursuant to Section 27 Conservation Act 1987 and Section 77 Reserves Act 1977 over
part herein marked A on DP 9679 by Her Majesty the Queen - 24.8.2001 at 1.05 pm

Identifier

GS109/185

Roads 25 perches or more or less situate in Blocks XV and XVI Survey District and Blocks III and IV Hikurangi Survey District part of the Tapuaeroa No. 2B Block.

Image Quality due to Condition of Original

METRIC AREA IS 1378.916 ha

RAUKUMARA EAST S.D
XV XVI

Pt 2C

Mangaroa River

Mangakotukutuku Riv.

Pt 2B

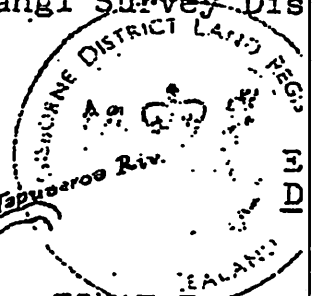
3407.3.23
Proc 87393 0.2.02.9
3407 1.20.1

HIKURANGI S.D

III

IV

Mangaitoi River



75417 Transf
Wallis Will
Peter Wall
Ormond
17.4.1954 at

75651 ARGE
The Squ
2.16 p.

75653 Mort
Burnett

This is a
the origin
converted
27.6.1967.

87393 Procla
as road 2 rd
part Tapuae
5.2.1968 at

Scale: 1 inch = Sixty Chains.

P.N.B.
M.L. 969
J.P. 8704

SEARCH
1 1 DEC 2000
COPY

References
Prior C/T. 100/ 88

Transfer No.
N/C. Order No. 50006



Land and Deeds 69
REGISTER

No. 109/185

PART - CANCELLED
PART TAKEN BY GAZETTE
NOTICE

CERTIFICATE OF TITLE UNDER LAND ACT 1948

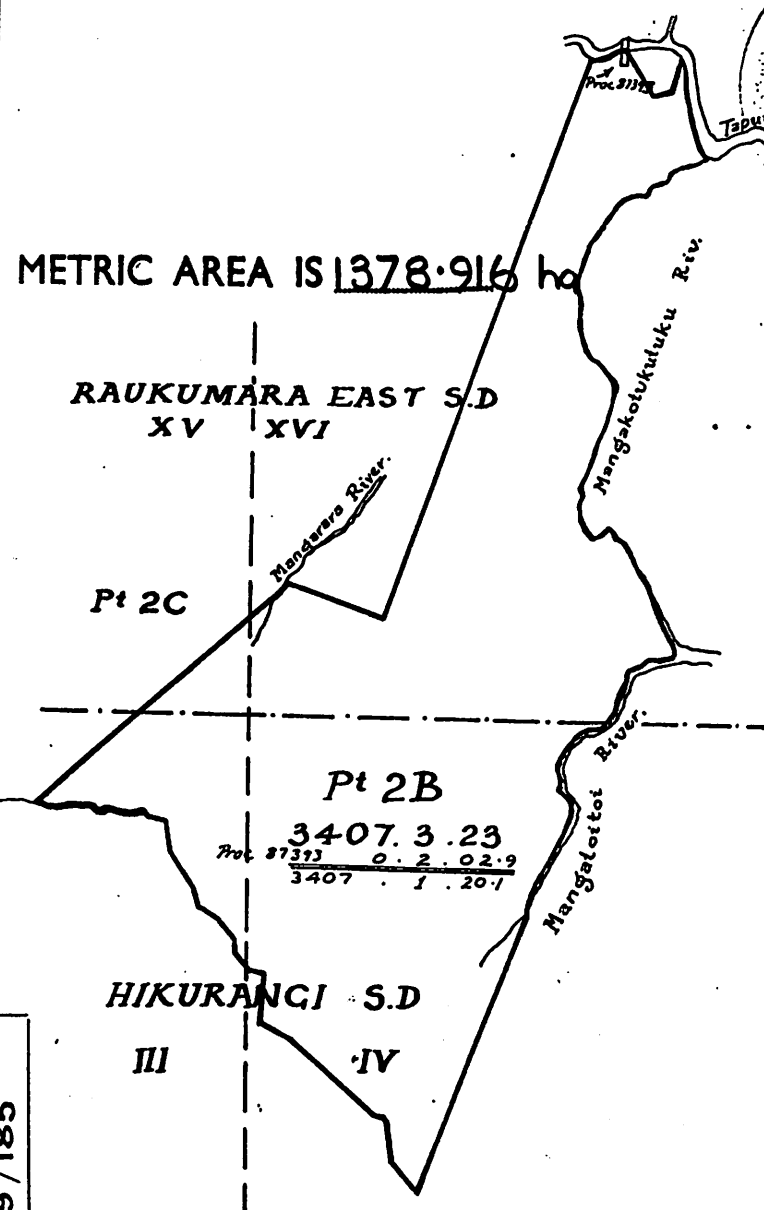
This Certificate dated the 1st day of April one thousand nine hundred and fifty-four under the seal of the District Land Registrar of the Land Registration District of Gisborne

WITNESSETH that EVA TEMPLE BURNETT wife of Hubert Gibson Burnett of Ruatoria sheepfarmer.

OBSOLETE

is seized of an estate in fee simple (subject to such reservations, restrictions, encumbrances, liens, and interests as are notified by memorial underwritten or endorsed hereon) in the land hereinafter described, delineated with bold black lines on the plan hereon, be several admeasurements a little more or less, that is to say: All that parcel of land containing 34.07 acres.

3 roods 23 perches more or less situate in Blocks XV and XVI Raukumara East Survey District and Blocks III and IV Hikurangi Survey District being part of the Tapuaeroa No. 2B Block.



METRIC AREA IS 1378.916 ha

RAUKUMARA EAST S.D
XV XVI

Pt 2C

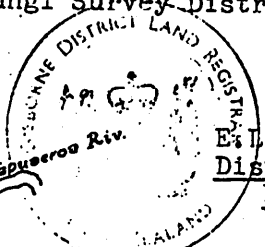
Pt 2B

3407.3.23
700 87393 0.2.02.9
3407 1.20.1

HIKURANGI S.D

III

IV



E. L. Adams
District Land Registrar

75417-Transfer to Colin Sydney Wallis Williams Ruatoria and Peter Williams of Ormond both sheepfarmers - 17.4.1964 at 12.10 p.m.

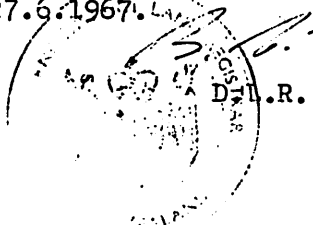
OBSOLETE

75654 Mortgage to The Bank of New South Wales - 14.5.1964 at 2.10 p.m.

75653 Mortgage to Eva Temple Burnett - 14.5.1964 at 2.48 p.m.

OBSOLETE
1513.000

This is a certified copy of the original C.T.109/185 now converted to loose leaf - 27.6.1967.



D.L.R.

87393 Proclamation proclaiming as road 2 roods 2.9 p. and part Tapuaeroa River Bed 5.2.1968 at 9.3 am.

[Signature]
A.L.R.

Over /

No. 109 / 185

Scale: 1 inch = Sixty Chains.
P.W.B.
M.L. 969
J.A. 3704

CERTIFICATE OF TITLE 109/185

94174 Transfer of one-half share to Jacqueline Marian Williams of Ruatoria Married Woman Robert Stanley Briant of Osborne, Public Accountant - 8.1.1970 at 11.45 am.

167044.2 Discharge of Mortgage 130293.4 - 18.6.1987 at 10.00 o'clock

OBSOLETE

[Signature]
A.L.R.

94175 Mortgage to the Bank of New South Wales - 1970 at 11.47 am.

167044.3 Transfer to Her Majesty the Queen - 18.6.1987 at 11.32 o'clock

OBSOLETE

[Signature]
A.L.R.

Variation of Mortgage 75653 at 11.49 am

182205.1 CAVEAT BY TELEPHONE TO THE LIMITED - 31.1.1991 at 1.45 o'clock

DISCHARGED
9/9/1971
A.L.R.
227237.1

OBSOLETE

[Signature]
D.L.R.
A.L.R.

94177 Memorandum of Priority giving Mortgage 94175 priority over Mortgage 75653 - 8.1.1970 at 11.51 am.

183709.1 Vesting Order vesting the within land in Te Runanga-O-Ngati Porou - 6.6.1991 at 9.15 o'clock (with consent of the Caveator under Caveat 182205.1)

[Signature]
A.L.R.

101155 Transmission of Mortgage 75653 to Peggie Patricia Bannister and Martin Hurrell Bannister as Executors entered 9.9.1971 at 2.30 o'clock.

207181.1 COURT ORDER DETERMINING THE STATUS OF THE WITHIN LAND TO BE MAORI FREEHOLD LAND - 7.12.1995 at 3.00 o'clock

[Signature]
A.L.R.

101156 Transfer of Mortgage 75653 to Peggie Patricia Bannister produced 9.9.1971 at 2.31 o'clock.

216747.1 Transfer granting a forestry right under the Forestry Rights Registration Act 1983 in favour of Ngati Porou Whanui Forests Limited at Ruatoria (limited duration) - 5.8.1997 at 9.30 o'clock (with consent of caveator under Caveat 182205.1)

[Signature]
A.L.R.

101158 Mortgage to Australian Mutual Provident Society produced 9.9.1971 at 2.47 o'clock.

218844.1 Mortgage of Forestry Right 216747.1 to Hansol New Zealand Limited - 19.1.1998 at 9.00 o'clock

DISCHARGED
9/9/1971
A.L.R.
NOT RECORDED
SEC 4(1)(b)
LTN 1852/18
10/10/98
to DLR

OBSOLETE

[Signature]
A.L.R.

101159 Memorandum of Priority making Mortgage 101158 first Mortgage and Mortgage 75653 second Mortgage produced 4.9.1971 at 2.59 o'clock.

228533.1 Mortgage of Forestry Right 216747.1 to Hansol New Zealand Limited - 10.3.2000 at 9.00

for DLR

[Signature]
for RGL.

130293.3 Mortgage to the Rural Banking and Finance Corporation of New Zealand - 15.3.1979 at 11.09 o'clock

*Subject to Part IVA Conservation Act 1987

[Signature]
for RGL
ANNEXED
17/3/2000
R1 RGL

130293.4 Mortgage to the Rural Banking and Finance Corporation of New Zealand - 15.3.1979 at 11.09 o'clock

231250.1 Transfer granting a Forestry Right under the Forestry Rights Registration Act 1983 to Ngati Porou Whanui Forests Limited term: 23 years commencing from and including 27.6.2000 - 27.10.2000 at 9.00

[Signature]
for RGL.

136439.1 Variation of Mortgage 130293.4 - 22.7.1980 at 1.00 o'clock

OBSOLETE

[Signature]
A.L.R.

141553.1 Variation of Mortgage 130293.4 - 21.8.1981 at 1.32 o'clock

OBSOLETE

[Signature]
A.L.R.