

**Reprint
as at 20 May 2014**



**Central North Island Forests Land
Collective Settlement Act 2008**

Public Act 2008 No 99
Date of assent 29 September 2008
Commencement see section 2

Contents

		Page
	Preamble	4
1	Title	5
2	Commencement	5
Part 1		
Preliminary provisions		
3	Purpose	5
4	Interpretation	6
5	Act binds the Crown	9

Note

Changes authorised by subpart 2 of Part 2 of the Legislation Act 2012 have been made in this official reprint.

Note 4 at the end of this reprint provides a list of the amendments incorporated.

This Act is administered by the Office of Treaty Settlements.

Part 2

Provisions relating to transfers of assets, allocation principles, Crown agreed proportion, and DSP properties

Subpart 1—Vesting of CNI forests land and transfer of accumulated rentals by the Crown

Vesting of CNI forests land in company

6	Vesting of CNI forests land	10
7	Jurisdiction of courts, tribunals, and other judicial bodies excluded	11
8	Application of other enactments: general	12
9	Application of other enactments: easements	13
10	Public access to continue	13
11	Public easements may be granted	14
12	Conservation covenants	14

Transfer of accumulated rentals to company

13	Transfer of accumulated rentals	15
----	---------------------------------	----

Subpart 2—Allocation principles

14	Principles for allocation of CNI forests land	15
15	Principles for allocation of rental proceeds	16

Subpart 3—Transfer of CNI forests land and accumulated rentals by company to CNI Iwi Collective

Transfer of CNI forests land to CNI Iwi Collective

16	Transfer of CNI forests land	17
17	Application of other enactments	17

Transfer of accumulated rentals to CNI Iwi Collective

18	Transfer of accumulated rentals	18
----	---------------------------------	----

Subpart 4—Crown agreed proportion

19	Purpose and duration of Crown agreed proportion	18
20	Company must transfer assets from Crown agreed proportion to other CNI claimant if settlement reached	19
21	Crown must consult CNI Iwi Collective on proposed deed of settlement with other CNI claimant and may refer dispute to Waitangi Tribunal if necessary	19
22	Waitangi Tribunal jurisdiction in relation to disputes over which specific area of CNI forests land to be transferred to other CNI claimant	20
23	Waitangi Tribunal jurisdiction in relation to historical claim of other CNI claimant not excluded	20

24	Modifications to Waitangi Tribunal jurisdiction	20
25	Company must give effect to Waitangi Tribunal recommendation	21
	Subpart 5—DSP properties	
26	Interpretation for this subpart	22
27	Transfer of selected DSP property	22
28	Creation of computer freehold register	22
29	Application of other enactments to transfer of selected DSP property	23
	Part 3	
	Miscellaneous provisions	
	Subpart 1—General	
	<i>Certain protections no longer apply</i>	
30	Certain enactments do not apply	24
31	Removal of memorials	24
	<i>Eligibility of Trust to become Māori authority</i>	
32	Trust must be treated as being eligible to become Māori authority	25
	<i>Consequential amendment</i>	
33	Consequential amendment to Treaty of Waitangi Act 1975	25
	Subpart 2—Consequential amendments to this Act if Ngāti Rangitahi becomes signatory to deed of settlement	
34	Process to apply before this subpart and Schedule 4 may be commenced	26
35	Expiry of this subpart and Schedule 4	26
36	Preamble amended	26
37	Section 4 amended	26
38	Section 15(1) amended	26
39	Schedule 3 substituted	26
	Schedule 1	27
	CNI forests land	
	Schedule 2	31
	Tikanga based resolution process for CNI forests land	
	Schedule 3	40
	Percentages for allocation of rental proceeds	

Schedule 4
New Schedule 3 substituted

40

Preamble

- (1) The historical CNI forests land claims made by the Central North Island iwi to the Central North Island (**CNI**) forests land are based on historical breaches of the Treaty of Waitangi by the Crown and the desire of those iwi to secure the return of that land and to achieve an enduring settlement of those claims:
- (2) The Crown and the CNI Iwi Collective have agreed to negotiate in good faith in accordance with the framework and principles of the Crown Forests Agreement that was entered into on 20 July 1989 between representatives of Māori and the Crown and the Crown Forest Assets Act 1989, in order to reach a fair and durable settlement of those historical claims:
- (3) The Crown and the CNI Iwi Collective have made significant progress towards reaching a collective settlement, and the Crown has therefore agreed to facilitate the completion of that settlement by vesting the CNI forests land in a company, to be known as CNI Iwi Holdings Limited. The company will act as trustee of the CNI Iwi Holdings Trust and will hold and administer the CNI forests land for the CNI Iwi Collective and the Crown in accordance with this Act, the deed of settlement between the CNI Iwi Collective and the Crown, and a deed of trust:
- (4) Under the terms of that deed of trust, 90% of the beneficial interest in the CNI forests land is to be held for the CNI Iwi Collective and the individual beneficial entitlement of each member of that Collective is to be determined by reference to the allocation process that has been agreed amongst those members and is set out in this Act. The remaining 10% of the beneficial interest in the CNI forests land is to be held for the Crown for a period of 6 years beginning on the date of vesting of the land in the company. The Crown agreed proportion will allow claims to the forests land by other CNI claimants who

are not represented by the CNI Iwi Collective to be settled during that period of 6 years.

Preamble recital (4): amended, on 31 December 2008, by section 36(a).

Preamble recital (4): amended, on 31 December 2008, by section 36(b).

1 Title

This Act is the Central North Island Forests Land Collective Settlement Act 2008.

2 Commencement

- (1) Subpart 2 of Part 3 (except sections 34 and 35) and Schedule 4 come into force on a date to be appointed by the Governor-General, by Order in Council, made on the recommendation of the Minister in Charge of Treaty of Waitangi Negotiations and the Minister of Maori Affairs in accordance with section 34.

- (2) The rest of this Act comes into force on the day after the date on which it receives the Royal assent.

Section 2(1): subpart 2 of Part 3 (except sections 34 and 35) and Schedule 4 brought into force, on 31 December 2008, by the Central North Island Forests Land Collective Settlement Act Commencement Order 2008 (SR 2008/424).

**Part 1
Preliminary provisions**

3 Purpose

The purpose of this Act is to—

- (a) give effect to the vesting of the Crown forest land described in the first and second columns of Schedule 1 in the company and the transfer of accumulated rentals in relation to that land to the company in order to enable those assets to be allocated to the CNI Iwi Collective in settlement of their historical CNI forests land claims and to any other CNI claimants in settlement of their historical claims; and
- (b) record the principles and process by which the allocation of the CNI forests land and accumulated rentals is to be achieved; and

- (c) exclude the jurisdiction of the courts and Waitangi Tribunal in relation to the historical CNI forests land claims.

4 Interpretation

In this Act, unless the context otherwise requires,—

accumulated rentals means the accumulated rentals relating to CNI forests land that are held under the terms of the Crown Forestry Rental Trust

authorised person means a person who is authorised by the Director-General of Conservation or, as the case may be, the chief executive of a land holding agency

CNI means the Central North Island

CNI forests land—

- (a) means the fee simple estate in the Crown forest land described in the first and second columns of Schedule 1; but
- (b) to avoid doubt, does not include—
 - (i) any trees on that land; or
 - (ii) any improvements that have been acquired by any purchaser of the trees on that land or that have been made by that purchaser or the licensee

CNI Iwi Collective or Collective —

- (a) means together each of the following iwi and collective groups defined by that name in Schedule 1 of the deed of settlement:
 - (i) Ngāi Tūhoe; and
 - (ii) Ngāti Manawa; and
 - (iia) Ngāti Rangitahi; and
 - (iii) Ngāti Tūwharetoa; and
 - (iv) Ngāti Whakaue; and
 - (v) Ngāti Whare; and
 - (vi) Raukawa; and
 - (vii) the Affiliate Te Arawa Iwi/Hapu; and
- (b) includes the governance entity that represents a collective group; and

- (c) also includes every individual of which a collective group is composed and who is included in the definition of the group in Schedule 1 of the deed of settlement

company means CNI Iwi Holdings Limited, a company incorporated to act as trustee of the Trust and to hold and administer the CNI forests land in accordance with this Act, the deed of settlement, and the deed of trust

confirmed beneficiary has the meaning given to it in the trust deed for the Crown Forestry Rental Trust

Crown has the meaning given to it in section 2(1) of the Public Finance Act 1989

Crown agreed proportion—

- (a) means the Crown's entitlement as a beneficiary of the Trust to an undivided 10% share by value of the CNI forests land and the rental proceeds; and
- (b) includes the Crown's entitlement to a proportion of the company's shares

Crown forest land has the meaning given to it in section 2(1) of the Crown Forest Assets Act 1989

Crown forestry licence has the meaning given to it in section 2(1) of the Crown Forest Assets Act 1989

Crown Forestry Rental Trust means the forestry rental trust referred to in section 34 of the Crown Forest Assets Act 1989

Crown initial period means the period of 6 years beginning on the settlement date

deed of settlement means the deed dated 25 June 2008 and signed by—

- (a) the Minister in Charge of Treaty of Waitangi Negotiations; and
- (b) the Minister of Maori Affairs; and
- (c) the Associate Ministers in Charge of Treaty of Waitangi Negotiations; and
- (d) the authorised signatories of the CNI Iwi Collective

deed of trust means the Trust Deed and Shareholders' Agreement (as defined in clause 13.3 of the deed of settlement)

DSP entity has the meaning given to it in section 26

historical claim—

- (a) means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that—
- (i) any Māori had at, or at any time before, the settlement date, or may have at any time after the settlement date; and
 - (ii) is, or is founded on, a right arising from the Treaty of Waitangi or its principles, legislation, common law (including customary law and aboriginal title), fiduciary duty, or otherwise; and
 - (iii) arises from or relates to acts or omissions before 21 September 1992—
 - (A) by or on behalf of the Crown; or
 - (B) by or under legislation; but
- (b) to avoid doubt, does not include the historical CNI forests land claims

historical CNI forests land claims—

- (a) means every claim or part of a claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that—
- (i) the CNI Iwi Collective or a member of the Collective (or any representative entity) had at, or at any time before, the settlement date, or may have at any time after the settlement date, to the CNI forests land; and
 - (ii) is, or is founded on, a right arising from the Treaty of Waitangi or its principles, legislation, common law (including customary law and aboriginal title), fiduciary duty, or otherwise; and
 - (iii) arises from or relates to acts or omissions before 21 September 1992—
 - (A) by or on behalf of the Crown; or
 - (B) by or under legislation; but
- (b) to avoid doubt, does not include a claim or part of a claim that an iwi of the CNI Iwi Collective has, or may have, in relation to matters that are not related to the CNI forests land

land holding agency has the meaning given to it in clause 13.3 of the deed of settlement

licensee means the registered holder for the time being of a Crown forestry licence

LINZ means Land Information New Zealand

member of the Collective has the meaning given to it in clause 1.6 of the deed of settlement

ongoing rentals means all rentals relating to CNI forests land (including all fees and other amounts payable by licensees) that are paid or payable to the company for any period after the settlement date

other CNI claimant means any Māori claimant who has historical claims to the CNI forests land but who is not part of and is not represented by the CNI Iwi Collective

Registrar-General means the Registrar-General of Land appointed in accordance with section 4 of the Land Transfer Act 1952

rental proceeds means—

- (a) the accumulated rentals; and
- (b) the ongoing rentals

representative entity has the meaning given to it in clause 1.7 of the deed of settlement

selected DSP property has the meaning given to it in section 26

settlement date means 1 July 2009

specified transfer period means the period of 7 years beginning on the settlement date

Trust means the CNI Iwi Holdings Trust

Waitangi Tribunal means the Waitangi Tribunal established under the Treaty of Waitangi Act 1975.

Section 4 **CNI Iwi Collective** paragraph (a)(ia): inserted, on 31 December 2008, by section 37(1).

Section 4 **Crown agreed proportion** paragraph (a): amended, on 31 December 2008, by section 37(2).

5 Act binds the Crown

This Act binds the Crown.

Part 2**Provisions relating to transfers of assets,
allocation principles, Crown agreed
proportion, and DSP properties****Subpart 1—Vesting of CNI forests land and
transfer of accumulated rentals by the Crown***Vesting of CNI forests land in company***6 Vesting of CNI forests land**

- (1) On and from the settlement date, the CNI forests land—
 - (a) ceases to be Crown forest land; and
 - (b) vests in the company.
- (2) The vesting referred to in subsection (1)(b) and the subsequent administration of the CNI forests land are subject to—
 - (a) the terms of the deed of trust; and
 - (b) section 16; and
 - (c) the Crown agreed proportion; and
 - (d) the rights of the licensees under the Crown forestry licences listed in the third column of Schedule 1.
- (3) The Crown (acting through the chief executive of LINZ) is authorised to sign any document, or do any other thing necessary or reasonably incidental, to give effect to the vesting referred to in subsection (1)(b).
- (4) The Registrar-General must, on written application by an authorised person, comply with subsections (5) and (6).
- (5) To the extent that the fee simple estate in a parcel of CNI forests land subject to a single Crown forestry licence comprises all the land in a certificate of title or computer freehold register, the Registrar-General must, in accordance with the application,—
 - (a) register the company as the proprietor of the parcel of CNI forests land; and
 - (b) register any relevant encumbrances that are registrable, notifiable, or notified and that are described in the application; and
 - (c) make those entries in the register and generally do all things necessary to give effect to this section, sections 8 to 12, and Part 7 of the deed of settlement.

- (6) To the extent that the fee simple estate in a parcel of CNI forests land subject to a single Crown forestry licence does not comprise all the land in a certificate of title or computer freehold register, the Registrar-General must, in accordance with the application,—
- (a) create 1 computer freehold register for that parcel of CNI forests land in the name of the company; and
 - (b) register any relevant encumbrances that are registrable, notifiable, or notified and that are described in the application; and
 - (c) make those entries in the register and generally do all things necessary to give effect to this section, sections 8 to 12, and Part 7 of the deed of settlement.
- (7) Subsection (4) is subject to the completion of any survey necessary to facilitate the creation of the computer freehold register.
- (8) The computer freehold register created in accordance with subsection (6) must exclude the Moerangi site and the Kakapiko site (as those terms are defined in the deed of settlement).

7 Jurisdiction of courts, tribunals, and other judicial bodies excluded

- (1) Despite any other enactment or rule of law, on and from the settlement date, a court, tribunal, or other judicial body does not have jurisdiction (including the jurisdiction to inquire into or further inquire into, or make a finding or recommendation) in respect of—
- (a) any or all of the historical CNI forests land claims; or
 - (b) the deed of settlement; or
 - (c) this Act.
- (2) Subsection (1) does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or implementation of the deed of settlement or this Act.
- (3) Subsection (1)(a), in so far as it relates to the Waitangi Tribunal, is subject to sections 22 to 24.
- (4) Subsection (1)(a) does not exclude the jurisdiction of the Waitangi Tribunal in so far as it relates to the steps that are neces-

sary for the Tribunal to complete its inquiries and report on the following:

- (a) the Tongariro National Park Inquiry (Wai 1130);
- (b) the Te Urewera Inquiry (Wai 894).

8 Application of other enactments: general

- (1) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to—
 - (a) the vesting of the CNI forests land by the Crown in the company; or
 - (b) any matter incidental to, or required for the purpose of, that vesting.
- (2) The vesting of the CNI forests land referred to in subsection (1)(a)—
 - (a) does not limit section 10 or 11 of the Crown Minerals Act 1991; and
 - (b) does not affect other rights to subsurface minerals; and
 - (c) does not limit the rights and obligations of the Crown or a local authority in respect of geothermal energy and geothermal water (as both terms are defined in section 2(1) of the Resource Management Act 1991) under any enactment or rule of law; and
 - (d) is a disposition for the purposes of Part 4A of the Conservation Act 1987, except that sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition.
- (3) The Crown is not required to comply with any other enactment that would otherwise regulate or apply to the vesting of the CNI forests land in the company.
- (4) Subsection (3) is subject to subsection (2).
- (5) The permission of a council under section 348 of the Local Government Act 1974 is not required to lay out, form, grant, or reserve a private road, private way, or right of way required to fulfil the terms of the deed of settlement in relation to the vesting of the CNI forests land by the Crown in the company.

9 Application of other enactments: easements

- (1) The Minister of Conservation may grant a right of way easement over conservation land in connection with CNI forests land, as required by the deed of settlement.
- (2) An easement granted under subsection (1) is—
 - (a) registrable under section 17ZA(2) of the Conservation Act 1987, as if it were a deed to which that provision applied; and
 - (b) enforceable in accordance with its terms, despite Part 3B of the Conservation Act 1987.
- (3) The responsible Ministers (as defined in section 2(1) of the Crown Forest Assets Act 1989) may grant the right of way easements in Part 7 of the deed of settlement.
- (4) A statement that an easement has been granted under this section is sufficient evidence to that effect if it is executed by an authorised person on the document creating the easement.
- (5) The permission of a council under section 348 of the Local Government Act 1974 is not required to lay out, form, grant, or reserve a private road, private way, or right of way under this section.

10 Public access to continue

- (1) Despite clause 16.5 of each Crown forestry licence, clause 6.2 of each Crown forestry licence (which relates to public entry for recreational purposes) must continue to apply even though the Crown is no longer the licensor under the licence because the CNI forests land has been vested in the company under section 6(1)(b).
- (2) A notification to the same effect as described in subsection (1) must—
 - (a) be recorded against the computer freehold register for the CNI forests land; and
 - (b) on application by the registered proprietor, be removed from each computer freehold register for the CNI forests land on the expiry of the Crown forestry licence.

11 Public easements may be granted

- (1) A public easement may be granted under section 8 of the Crown Forest Assets Act 1989 and that easement is enforceable in accordance with its terms despite its subject matter.
- (2) Sections 26 and 27 of the Crown Forest Assets Act 1989 apply, subject to any necessary modifications, to any variation, renewal, or cancellation under section 8(b) of that Act of a public easement.
- (3) The permission of a council under section 348 of the Local Government Act 1974 is not required to lay out, form, grant, or reserve a private road, private way, or right of way under this section.
- (4) In this section,—
public easement means any of the following:
 - (a) the Matea easement:
 - (b) a public right of way easement:
 - (c) the Tokorangi easement:
 - (d) the Whaka easement:
 - (e) the Whirinaki easement

Matea easement means the easement described in clause 7.20.1(d) of the deed of settlement

public right of way easement means the easement in gross for each of the CNI forests listed in the first column of Schedule 1, as described in clause 7.20.1(a) of the deed of settlement

Tokorangi easement means the easement described in clause 7.20.1(b) of the deed of settlement

Whaka easement means the easement described in clause 7.20.1(c) of the deed of settlement

Whirinaki easement means the easement described in clause 7.20.1(e) of the deed of settlement.

12 Conservation covenants

- (1) Each of the following is to be treated as a conservation covenant for the purposes of section 77 of the Reserves Act 1977:
 - (a) the Plot Road covenant:
 - (b) the Rangitaiki River covenant.
- (2) In this section,—

Plot Road covenant means the covenant described in clause 7.31.1 of the deed of settlement

Rangitaiki River covenant means the covenant described in clause 7.31.2 of the deed of settlement.

Transfer of accumulated rentals to company

13 Transfer of accumulated rentals

- (1) On and from the settlement date, the company will become entitled to the accumulated rentals as a confirmed beneficiary of the Crown Forestry Rental Trust and all the provisions of that trust will apply accordingly.
- (2) The Crown must, in respect of each Crown forestry licence listed in the third column of Schedule 1, give a notice under section 17(4)(b) of the Crown Forest Assets Act 1989 as if—
 - (a) the Waitangi Tribunal had made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 that the CNI forests land be returned to Māori ownership; and
 - (b) the recommendation had become final.
- (3) The Crown must comply with subsection (2) as soon as is reasonably practicable after the settlement date.
- (4) Accordingly, the company will be the licensor under each Crown forestry licence listed in the third column of Schedule 1 as if the CNI forests land had been returned to Māori ownership under section 36 of the Crown Forest Assets Act 1989 (except that section 36(1)(b) of that Act does not apply).
- (5) The subsequent administration of the accumulated rentals is subject to—
 - (a) the terms of the deed of trust; and
 - (b) section 18; and
 - (c) the Crown agreed proportion.

Subpart 2—Allocation principles

14 Principles for allocation of CNI forests land

The iwi of the CNI Iwi Collective may, in accordance with the resolution process set out in Schedule 2, agree among them-

selves as to which specific area or areas of the CNI forests land is or are to be transferred to the iwi of the Collective.

15 Principles for allocation of rental proceeds

- (1) The company must allocate 90% of the accumulated rentals to the CNI Iwi Collective in accordance with the allocation percentage set out in Schedule 3 for each iwi of the Collective.
- (2) Subject to the Crown agreed proportion, the company must allocate the ongoing rentals to the CNI Iwi Collective in accordance with the deed of trust.

Section 15(1): amended, on 31 December 2008, by section 38.

Subpart 3—Transfer of CNI forests land and
accumulated rentals by company to CNI Iwi
Collective

*Transfer of CNI forests land to CNI Iwi
Collective*

16 Transfer of CNI forests land

- (1) This section applies if—
 - (a) any iwi of the CNI Iwi Collective, or any 2 or more iwi of the CNI Iwi Collective acting jointly, request the company to transfer an area of CNI forests land to that iwi or to those iwi jointly, or to their nominees; and
 - (b) the request complies with—
 - (i) the terms of an allocation agreement under section 14; and
 - (ii) the deed of trust.
- (2) The company must transfer the area of CNI forests land in accordance with the request referred to in subsection (1).

17 Application of other enactments

- (1) This section applies to a transfer of any CNI forests land—
 - (a) under section 16; and
 - (b) that is completed during the specified transfer period.
- (2) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to—
 - (a) a transfer to which this section applies; or
 - (b) any matter incidental to, or required for the purpose of, that transfer.
- (3) A transfer to which this section applies—
 - (a) does not limit section 10 or 11 of the Crown Minerals Act 1991; and
 - (b) does not affect other rights to subsurface minerals; and
 - (c) does not limit the rights and obligations of the Crown or a local authority in respect of geothermal energy and geothermal water (as both terms are defined in section 2(1) of the Resource Management Act 1991) under any enactment or rule of law; and

- (d) is a disposition for the purposes of Part 4A of the Conservation Act 1987, except that sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition.
- (4) The company is not required to comply with any other enactment that would otherwise regulate or apply to a transfer to which this section applies.
- (5) Subsection (4) is subject to subsection (3).
- (6) The permission of a council under section 348 of the Local Government Act 1974 is not required to lay out, form, grant, or reserve a private road, private way, or right of way required by the transfer to which this section applies and the deed of settlement.

*Transfer of accumulated rentals to CNI Iwi
Collective*

18 Transfer of accumulated rentals

- (1) Subject to the Crown agreed proportion, the company must transfer the accumulated rentals to each iwi of the CNI Iwi Collective.
- (2) A transfer under subsection (1) must be in accordance with—
 - (a) the allocation percentage set out in Schedule 3 for each iwi of the CNI Iwi Collective; and
 - (b) the deed of trust.

Subpart 4—Crown agreed proportion

19 Purpose and duration of Crown agreed proportion

- (1) The purpose of the Crown agreed proportion is to—
 - (a) allow for the settlement of the historical claims of any other CNI claimant to the CNI forests land that may be negotiated and entered into between the claimant and the Crown during the Crown initial period; and
 - (b) provide for the retention of the powers of the Waitangi Tribunal in relation to the Crown agreed proportion, as modified by this subpart.
- (2) To avoid doubt, the Crown agreed proportion remains in effect only during the Crown initial period.

20 Company must transfer assets from Crown agreed proportion to other CNI claimant if settlement reached

- (1) This section applies if, during the Crown initial period, the Crown and any other CNI claimant enter into a deed of settlement in relation to the claimant's historical claim to CNI forests land.
- (2) The company must, to the extent required by the claimant's deed of settlement and comprising part or all of the Crown agreed proportion, transfer the following to that claimant or the claimant's nominee:
 - (a) CNI forests land; and
 - (b) accumulated rentals.
- (3) A transfer under subsection (2) must—
 - (a) be in accordance with the deed of settlement referred to in subsection (1); and
 - (b) be made during the Crown initial period; and
 - (c) comply with the deed of trust; and
 - (d) be made only after the consultation requirement in section 21(1) has been complied with.

21 Crown must consult CNI Iwi Collective on proposed deed of settlement with other CNI claimant and may refer dispute to Waitangi Tribunal if necessary

- (1) Before entering into a deed of settlement with any other CNI claimant that provides for the transfer of any CNI forests land, the Crown must consult with the CNI Iwi Collective with a view to reaching an agreement on the question of which specific area or areas of CNI forests land comprised in part or all of the Crown agreed proportion should be transferred to the other CNI claimant.
- (2) If the Crown and the CNI Iwi Collective cannot reach an agreement on the question referred to in subsection (1), either the Crown or the Collective may choose, despite section 7, to have the dispute determined by the Waitangi Tribunal under section 22.

22 Waitangi Tribunal jurisdiction in relation to disputes over which specific area of CNI forests land to be transferred to other CNI claimant

- (1) If a dispute is referred to the Waitangi Tribunal by the Crown or the CNI Iwi Collective under section 21(2), the Tribunal may, if the Crown, the CNI Iwi Collective, and the other CNI claimant agree, mediate between those parties to try and resolve the dispute.
- (2) If those parties cannot agree on mediation or if they cannot, within a reasonable time, resolve the dispute at mediation, the Waitangi Tribunal may exercise its jurisdiction to make findings and recommendations in relation to the historical claim of the other CNI claimant to the CNI forests land in accordance with sections 8HB to 8HD of the Treaty of Waitangi Act 1975.
- (3) For the purposes of subsection (2), sections 8HA to 8HD of the Treaty of Waitangi Act 1975 apply subject to the modifications set out in section 24.

23 Waitangi Tribunal jurisdiction in relation to historical claim of other CNI claimant not excluded

- (1) Despite sections 7 and 20 to 22, the Waitangi Tribunal may exercise its jurisdiction to inquire into the historical claims of any other CNI claimant to the CNI forests land, and to make recommendations, in accordance with sections 8HB to 8HD of the Treaty of Waitangi Act 1975.
- (2) For the purposes of subsection (1), sections 8HA to 8HD of the Treaty of Waitangi Act 1975 apply subject to the modifications set out in section 24.

24 Modifications to Waitangi Tribunal jurisdiction

The modifications to sections 8HA to 8HD of the Treaty of Waitangi Act 1975 referred to in sections 22(3) and 23(2) are as follows:

- (a) the jurisdiction of the Waitangi Tribunal is limited to the extent of the Crown agreed proportion that the Crown holds at any given time during the Crown initial period and the settlement of, or the making of a recommendation under section 22(2) or 23(1) in respect of, the historical claims of any other CNI claimant as it occurs

- from time to time will result in a corresponding change to the Tribunal's jurisdiction; and
- (b) the Crown must advise the Waitangi Tribunal of any change to the Crown agreed proportion in order to inform the Tribunal of the extent of its jurisdiction for the purposes of paragraph (a); and
 - (c) any recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of land to the ownership of the claimant must be taken to apply only to CNI forests land comprised in part or all of the Crown agreed proportion; and
 - (d) despite section 8HD of that Act, any iwi of the CNI Iwi Collective is entitled to appear and be heard by the Waitangi Tribunal on the question of the historical claim of the other CNI claimant to CNI forests land; and
 - (e) the CNI forests land must be treated as if it remained Crown forest land and a reference to a return of land to Māori ownership must be treated as a reference to a return of land to the claimant.

25 Company must give effect to Waitangi Tribunal recommendation

- (1) Subsection (2) applies if, during the Crown initial period,—
 - (a) the Waitangi Tribunal, in inquiring into the historical claims of any other CNI claimant in accordance with section 22(2) or 23(1), makes an interim recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return to ownership of the claimant of a specific area of CNI forests land comprised in part or all of the Crown agreed proportion; and
 - (b) the interim recommendation becomes a final recommendation under section 8HC of that Act.
- (2) The company must give effect to the final recommendation by transferring to the claimant in question, or the claimant's nominee, the following comprised in part or all of the Crown agreed proportion:
 - (a) the specific area of CNI forests land; and
 - (b) the accumulated rentals relating to that specific area, as determined under the deed of trust.

Subpart 5—DSP properties

26 Interpretation for this subpart

In this subpart, unless the context otherwise requires,—

DSP entity means either of the following that is nominated by the CNI Iwi Collective to identify, select, and purchase DSP properties on behalf of the Collective:

- (a) the company; or
- (b) any other entity established by the CNI Iwi Collective

DSP property means property that—

- (a) is Crown-owned land; and
- (b) is subject to the deferred selection procedure referred to in clauses 8.1 to 8.18 of the deed of settlement

selected DSP property means any DSP property that the DSP entity has identified and elected to purchase in accordance with the deed of settlement.

27 Transfer of selected DSP property

To give effect to clauses 8.1 to 8.18 of the deed of settlement, the Crown (acting through the chief executive of the relevant land holding agency) is authorised to do 1 or more of the following:

- (a) transfer the fee simple estate in a selected DSP property to the DSP entity in accordance with the deed of settlement;
- (b) sign a transfer instrument or other document, or do any other thing, to give effect to the transfer.

28 Creation of computer freehold register

- (1) This section applies to a selected DSP property to the extent that—
 - (a) the property is not all of the land contained in a certificate of title or computer freehold register; or
 - (b) there is no certificate of title or computer freehold register for all or part of the property.
- (2) The Registrar-General must, on written application by an authorised person, comply with subsection (3).
- (3) The Registrar-General must, in accordance with the application, create a computer freehold register in the name of the

Crown subject to, and together with, any encumbrances that are registrable, notifiable, or notified and that are described in the written application.

- (4) Subsection (3) is subject to the completion of any survey necessary to facilitate the creation of the computer freehold register.
- (5) A computer freehold register must be created in the name of the Crown without any statement of purpose.
- (6) The authorised person may grant a covenant to arrange for the later creation of 1 or more computer freehold registers for the property that is to be transferred to the DSP entity in accordance with section 27.
- (7) Despite the Land Transfer Act 1952,—
 - (a) the authorised person may request the Registrar-General to register a covenant referred to in subsection (6) under the Land Transfer Act 1952 by creating a computer interest register; and
 - (b) the Registrar-General must register the covenant in accordance with paragraph (a).

29 Application of other enactments to transfer of selected DSP property

- (1) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to—
 - (a) the transfer of a selected DSP property in accordance with this Act; or
 - (b) any matter incidental to, or required for the purpose of, that transfer.
- (2) The transfer of a selected DSP property in accordance with this Act—
 - (a) does not limit section 10 or 11 of the Crown Minerals Act 1991; and
 - (b) does not affect other rights to subsurface minerals; and
 - (c) does not limit the rights and obligations of the Crown or a local authority in respect of geothermal energy and geothermal water (as both terms are defined in section 2(1) of the Resource Management Act 1991) under any enactment or rule of law; and

- (d) is a disposition for the purposes of Part 4A of the Conservation Act 1987, except that sections 24(2A), 24A, and 24AA of that Act do not apply to the disposition.
- (3) The Crown is not required to comply with any other enactment that would otherwise regulate or apply to the transfer of a selected DSP property in accordance with this Act.
- (4) Subsection (3) is subject to subsection (2).
- (5) The permission of a council under section 348 of the Local Government Act 1974 is not required to lay out, form, grant, or reserve a private road, private way, or right of way required by the deed of settlement in relation to a selected DSP property.
- (6) A statement that the transfer of a selected DSP property has been effected under this section is sufficient evidence to that effect if it is executed by the Registrar-General on the document effecting the transfer.

Part 3

Miscellaneous provisions

Subpart 1—General

Certain protections no longer apply

30 Certain enactments do not apply

- (1) The enactments listed in subsection (2) do not apply to any CNI forests land or any selected DSP property.
- (2) The enactments are—
 - (a) sections 8A to 8HJ of the Treaty of Waitangi Act 1975:
 - (b) sections 27A to 27C of the State-Owned Enterprises Act 1986:
 - (c) sections 211 to 213 of the Education Act 1989:
 - (d) Part 3 of the Crown Forest Assets Act 1989:
 - (e) Part 3 of the New Zealand Railways Corporation Restructuring Act 1990.
- (3) Subsection (1) is subject to subpart 4 of Part 2.

31 Removal of memorials

- (1) The chief executive of LINZ must issue to the Registrar-General 1 or more certificates that identify (by reference to the rele-

- vant legal description, certificate of title, or computer register) each allotment that is—
- (a) CNI forests land; or
 - (b) part or all of a selected DSP property transferred by the Crown to the DSP entity in accordance with section 27; or
 - (c) contained in a certificate of title or computer freehold register that has a memorial entered under any of the enactments referred to in section 30(2).
- (2) The chief executive of LINZ must issue a certificate under subsection (1),—
- (a) in the case of CNI forests land, as soon as is reasonably practicable after the settlement date; and
 - (b) in the case of a selected DSP property, as soon as is reasonably practicable after the relevant transfer date.
- (3) Each certificate must state that it is issued under this section.
- (4) The Registrar-General must, as soon as is reasonably practicable after receiving a certificate issued under subsection (1),—
- (a) register the certificate against each certificate of title or computer freehold register identified in the certificate; and
 - (b) cancel, in respect of each allotment identified in the certificate, each memorial that, under an enactment referred to in section 30(2), is entered on a certificate of title or computer freehold register in respect of that allotment.

Eligibility of Trust to become Māori authority

32 Trust must be treated as being eligible to become Māori authority

The Trust must be treated as being eligible, under section HF 2(3)(e) of the Income Tax Act 2007, to make an election to become a Māori authority despite the Crown holding the Crown agreed proportion.

Consequential amendment

33 Consequential amendment to Treaty of Waitangi Act 1975

- (1) This section amends the Treaty of Waitangi Act 1975.

- (2) Schedule 3 is amended by inserting the following item in its appropriate alphabetical order:

Central North Island Forests Land Collective Settlement
Act 2008, section 7.

Subpart 2—Consequential amendments
to this Act if Ngāti Rangitihī becomes
signatory to deed of settlement

**34 Process to apply before this subpart and Schedule 4 may
be commenced**

The Minister in Charge of Treaty of Waitangi Negotiations and the Minister of Māori Affairs may recommend the making of an Order in Council under section 2(1) only if the Ministers are satisfied, at the time of making the recommendation but by no later than 25 December 2008, that Ngāti Rangitihī has a sufficient level of support for it to—

- (a) be a member of the Collective; and
- (b) enter into the deed of settlement.

35 Expiry of this subpart and Schedule 4

This subpart and Schedule 4 expire with the close of 31 January 2009 if an Order in Council under section 2(1) has not been made by that date.

36 Preamble amended

Amendment(s) incorporated in the Act(s).

37 Section 4 amended

Amendment(s) incorporated in the Act(s).

38 Section 15(1) amended

Amendment(s) incorporated in the Act(s).

39 Schedule 3 substituted

Amendment(s) incorporated in the Act(s).

**Schedule 1
CNI forests land**

ss 3, 4, 6, 11, 13(2)

Name of CNI forest	Legal description	Crown forestry licence computer register
Crater	1150.3500 hectares more or less situated in the Land Registration District of South Auckland, being Lot 1–2 DPS 59440 and Lot 1 DPS 63808	SA51D/850
Horohoro	1575.0040 hectares more or less situated in the Land Registration District of South Auckland, being Lot 1–2 DPS 62529, Lot 1–6 DPS 62530 and Lot 1 DPS 65986	SA70B/81
Kaingaroa Caves	5078.2430 hectares more or less situated in the Land Registration District of South Auckland, being Lot 2 DPS 55758, Part Lot 1 DPS 64349 and Lot 1–2 DPS 68046	132203
Kaingaroa Flaxy Creek	10706.0000 hectares more or less situated in the Land Registration District of South Auckland, being Lot 1–3 and Lot 6–8 DPS 65625	SA55B/500
Kaingaroa Headquarters	8904.6569 hectares more or less situated in the Land Registration District of South Auckland, being Lot 1–2 DPS 45072 and Lot 1 DPS 47429	SA52D/450
Kaingaroa Matea	20734.1680 hectares more or less situated in the Land Registration District of South Auckland, being Lot 1–7 DP 20756, Lot 8 DP 20757, Lot 9–12 DP 21389, Part Pukahunui No 2 Block DP 22305, Lot 16–17 DP 23613, Lot 18–19 DP 23614, Lot 20 DP 23615, Lot 4 DPS 54197, Lot 2 DPS 54742, Lot 3 DPS 54743, Lot 4 DPS 54744, Lot 5 DPS 54745, Lot 6 DPS 54746, Lot 1 DPS 55288, Lot 1 DPS 56447, Lot 1 DPS 65623 and Lot 6 DPS 65624	SA57B/1

Name of CNI forest	Legal description	Crown forestry licence computer register
Kaingaroa Northern Boundary	13377.2603 hectares more or less, situated in the Land Registration District of South Auckland, being Lot 1 DPS 45825, Lot 1 DPS 45827, Lot 1 DPS 45828, Lot 1–2 DPS 45829, Lot 1–2 DPS 53630, Lot 1 DPS 56572, Lot 1–3 DPS 57693, Lot 2 DPS 65988, Lot 1 DPS 67637, Section 2 SO 378328 and Section 3 SO 378328	SA60D/550
Kaingaroa Pukuriri	17173.3400 hectares more or less situated in the Land Registration District of South Auckland, being Lot 1, 3, 4, 6 DPS 73202	SA56D/50
Kaingaroa Re- poroa	14318.908 hectares more or less situated in the Land Registration District of South Auckland, being Lot 1 DPS 55758, Lot 1 DPS 45063, Lot 1 DPS 55285, Lot 1 DPS 55286, Lot 1 DPS 64818, Lot 1–2 DPS 55284, Lot 1 DPS 55287 and Lot 1 DPS 27452	SA57A/750
Kaingaroa To- tara Block	5722.0000 hectares more or less situated in the Land Registration District of South Auckland, being Lot 3 DPS 45072	SA52D/400
Kaingaroa Waimaroke	22757.5770 hectares more or less situated in the Land Registration District of South Auckland, being Lot 1–2 DPS 47428 and Lot 1 and Lot 3 DP 19572	SA52D/500
Kaingaroa Wairapukao	14545.0000 hectares more or less situated in the Land Registration District of South Auckland, being Lot 1–2 DPS 47427	SA55B/450

Name of CNI forest	Legal description	Crown forestry licence computer register
Kaingaroa Whirinaki	7489.4610 hectares more or less situated in the Land Registration District of South Auckland, being Lot 1–2 DPS 55244, Lot 1–3 DPS 55245, Lot 1 DPS 55243, Lot 1 DPS 53142, Lot 1–2 DPS 53893, Lot 1 DPS 57694 and Lot 1 DPS 63738	SA57A/60
Marotiri	165.5300 hectares more or less situated in the Land Registration District of South Auckland, being Lot 1 DPS 63260	SA51D/900
Pureora South	1022.0000 hectares more or less situated in the Land Registration District of South Auckland, being Lot 1 DPS 57144	SA54A/600
Taurewa	1322.1900 hectares more or less situated in the Land Registration District of Wellington, being Lot 1 DP 73295, Lot 1 DP 73296, Lot 1–2 DP 73297, Lot 1 DP 72521, Lot 1 DP 73779 and Lot 1 DP 74275	WN1300/18
Waimihia North	7160.2246 hectares more or less situated in the Land Registration District of South Auckland, being Part Lot 2 and Lot 5 DPS 73202, Lot 2–3 DPS 65321 and Lot 1 DPS 65322	SA56D/200
Waimihia South	16029.8617 hectares more or less situated in the Land Registration District of South Auckland, being Lot 1 DPS 45580 and Lot 1 DPS 45581 and Section 1 SO 334404	SA55A/100
Waituhi	1178.8700 hectares more or less situated in the Land Registration District of South Auckland, being Lot 1–3 DPS 57168	SA51D/800

Name of CNI forest	Legal description	Crown forestry licence computer register
Whakarewarewa Highlands	1481.1260 hectares more or less situated in the Land Registration District of South Auckland, being Lot 1–2 DPS 57556, Lot 1 DPS 57557 and Lot 1–2 DPS 57558	SA67D/322
Whakarewarewa Tokorangi	290.0920 hectares more or less situated in the Land Registration District of South Auckland, being Lot 2–3 DPS 54801	SA60D/700
Whakarewarewa Waimangu	648.8000 hectares more or less situated in the Land Registration District of South Auckland, being Lot 1 DPS 57559	SA55A/50
Whakarewarewa Whaka	3246.5890 hectares more or less situated in the Land Registration District of South Auckland, being Sections 1, 2, 3, 4 and 5 SO 388233	SA60D/750

Schedule 2

s 14

Tikanga based resolution process for CNI forests land

1 Interpretation

- (1) In this schedule, **CNI Iwi Collective**, **company**, **Crown agreed proportion**, **Crown initial period**, **deed of settlement**, and **deed of trust** have the meanings given to them in section 4.
- (2) In this schedule,—
adjudication means the adjudication process set out in clauses 6(10) to (15) of this schedule
adjudication panel means the adjudication panel comprising at least 3 members appointed in accordance with clause 6(10) of this schedule to determine the dispute
board of the company means the board of directors of the company
iwi means an iwi of the CNI Iwi Collective
final allocation agreement means the document prepared by the company that records the outcome of the resolution process in this schedule
resolution process means the tikanga based resolution process for CNI forests land set out in this schedule.
- (3) Terms used, but not defined, in this schedule have the same meaning as in the deed of settlement.

2 Principles of resolution process

- (1) The CNI forests land will be allocated to iwi on the basis of mana whenua and the agreements reached between iwi in a kanohi ki te kanohi process or otherwise determined by the resolution process provided for in this schedule.
- (2) The CNI Iwi Collective is committed to the iwi deciding upon the allocation of CNI forests land for themselves, on their own terms, answerable to one another.
- (3) The iwi acknowledge their commitment to a resolution process that—
 - (a) enhances and promotes the mana and integrity of all iwi;
 - and

- (b) is open and transparent; and
 - (c) promotes whanaungatanga, manaakitanga, and kotahitanga amongst the iwi; and
 - (d) recognises the desirability of post-settlement collaboration between them in the collective management of assets.
- (4) Allocation of CNI forests land will be to iwi only, or their nominees (acknowledging that it is up to iwi whether they make their own internal arrangements with hapū or other entities).
- (5) The CNI Iwi Collective acknowledges its intention to respect any existing arrangements between iwi and district or regional councils, Heritage New Zealand Pouhere Taonga, or Crown forestry licensees.

Schedule 2 clause 2(5): amended, on 20 May 2014, by section 107 of the Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26).

3 Governance of process

- (1) Each iwi will be represented by their governance entity in the resolution process.
- (2) The resolution process will be governed by the company and the governance entities, in their capacity as shareholders in the company.
- (3) The governance entities may amend the resolution process from time to time by unanimous resolution, passed in accordance with the procedures set out in the deed of trust.
- (4) The company may appoint individuals or committees to undertake particular roles in relation to the resolution process.
- (5) The Crown appointed observer to the company is not entitled to attend meetings concerning the resolution process unless they are relevant to the Crown agreed proportion.
- (6) The resolution process will be run with set time frames for each stage and be completed by 1 July 2011.

4 Stage 1: Identification of mana whenua interests: 1 July 2009 to 1 October 2009

- (1) By 31 August 2009, each iwi will provide maps to the company indicating the extent of their mana whenua interests over the CNI forests land. The area of interest claimed is not con-

- strained by the current legal boundaries of the CNI Crown forestry licence blocks.
- (2) The test of mana whenua is the mana that iwi traditionally held and exercised over the land, determined according to tikanga including, but not limited to, such factors as—
 - (a) take whenua; and
 - (b) demonstration of ahi kā roa, ahi tahutahu, or ahi mātaotao.
 - (3) Evidence of mana whenua may be derived from whatever sources of knowledge that each iwi considers relevant, including—
 - (a) oral korero, including whakapapa, waiata, and tribal history; and
 - (b) written sources, including Native Land Court evidence and decisions, research reports, and other records.
 - (4) The company will provide all iwi with a full set of the maps provided under subclause (1). The maps will be confidential to the company and the iwi, and may not be disclosed to third parties or used for any other purpose.
 - (5) By 30 September 2009, the board of the company will identify, based on the maps provided by the iwi under subclause (1) and advice from the Crown,—
 - (a) the areas of CNI forests land in which a particular iwi has exclusive mana whenua interests; and
 - (b) the extent to which there is agreement on allocation of particular areas of CNI forests land to particular iwi. Agreements must be in writing and signed by authorised representatives of the governance entities of each of the iwi that had claimed mana whenua interests; and
 - (c) areas of land for which agreement has not been reached, and the iwi that are claiming that land; and
 - (d) areas of land that the Crown has advised are or may be subject to claims by other CNI claimants to the Crown agreed proportion.
 - (6) Areas of CNI forests land that may be subject to the Crown agreed proportion cannot proceed through the resolution process or be included in the Collective's final allocation agreement unless and until the Crown has confirmed that the area of land is not part of the Crown agreed proportion. If the

Crown does so confirm, the CNI forests land will be subject to the resolution process provided for in this schedule, with any appropriate modifications to the time lines and process determined by the board of the company.

- (7) Subject to subclause (6), the company will record in its draft final allocation agreement the agreed allocations under subclause (5)(a) and (b).
- (8) Subject to subclause (6), all CNI forests land for which allocation is not agreed will be the subject of the Stage 2 process of negotiation between iwi kanohi ki te kanohi.

5 Stage 2: Kanohi ki te kanohi negotiation: 1 October 2009 to 30 June 2010

- (1) Following Stage 1, iwi must embark on kanohi ki te kanohi negotiations with iwi with whom they have overlapping claims, to reach agreement on allocation of the CNI forests land in question.
- (2) The process will be kanohi ki te kanohi between iwi and—
 - (a) the iwi involved will determine the tikanga that applies to the process; and
 - (b) the governance entity of each iwi will appoint their representatives to engage in the Stage 2 process; and
 - (c) the expectation is of kōrero rangatira (open principled trustworthy dialogue by rangatira with authority to commit their iwi); and
 - (d) no expert advisors, including lawyers and historians, are permitted to participate directly in the kanohi ki te kanohi negotiations.
- (3) The iwi concerned in each process will endeavour to reach consensus on the allocation of the CNI forests land in question, having regard to the strength of the mana whenua interests. Innovative solutions that reflect tikanga, whanaungatanga, manaakitanga and kotahitanga, and the complexity of mana whenua interests could include, but are not limited to—
 - (a) joint or multiple ownership of land as tenants in common, either divided in equal shares or proportionally according to the respective interests of the iwi; and
 - (b) subdividing land and allocating the subdivided portions to each iwi; and

- (c) agreeing to “exchange” interests in more than 1 block, so that exclusive interests can be granted to each of the blocks; and
 - (d) one iwi becoming the owner, but acknowledging the relationship of other iwi with the land in an agreed manner; and
 - (e) agreeing not to transfer title of the land from the company, but acknowledging mana whenua interests in a manner agreed by the iwi.
- (4) Minutes of each hui will be taken and confirmed by the iwi participating.
 - (5) Agreements reached during Stage 2 must be signed in writing by the governance entities of each iwi.
 - (6) Throughout Stage 2, the board of the company will obtain regular reports from iwi on the progress of negotiations, and consider whether it can facilitate the resolution of any disputes with the agreement of the iwi concerned.
 - (7) The iwi involved in each kanohi ki te kanohi process may request the appointment of mediators to assist in the Stage 2 process, as set out in clause 6(7) to (9).

6 Stage 3: Finalising allocation agreement: 1 July 2010 to 30 June 2011

- (1) On completion of Stage 2, the board of the company will prepare a further draft of the final allocation agreement, in which it records—
 - (a) the agreements reached on allocation of CNI forests land during Stage 2; and
 - (b) any remaining areas of CNI forests land for which agreement has not been reached amongst the iwi who claimed mana whenua interests in that area in the maps provided under clause 4(1) (**disputed land**).
- (2) The board of the company may only alter the agreements reached between iwi regarding the allocation of CNI forests land with the consent of the iwi concerned.
- (3) The iwi interested in the disputed land will decide whether to refer the dispute to—
 - (a) mediation, to endeavour to reach agreement; or

- (b) adjudication, in order to determine the dispute (whether or not mediation has been attempted first).
- (4) If the iwi involved in the dispute cannot reach agreement on which process to follow under subclause (3) by 1 August 2010, the board of the company will decide.
- (5) If agreement is not reached through mediation by 30 November 2010, then the dispute will be determined by adjudication.
- (6) Following determination of the dispute over any disputed lands, the decision reached will be recorded in the final allocation agreement.

Mediation: to be completed by 30 November 2010

- (7) The board of the company may, on the following terms, appoint 1 or more mediators to mediate between the iwi and to endeavour to reach agreement over the disputed land:
 - (a) the mediators should be fluent in te reo Māori, and have knowledge of, and be skilled in, tikanga based dispute resolution; and
 - (b) the mediators must be independent of the dispute; and
 - (c) the iwi concerned may nominate mediators, and must consent to the mediators to be appointed.
- (8) The mediators will decide, in conjunction with the iwi interested in the disputed land, the process to be followed in the mediation.
- (9) The mediators will not have power to determine the dispute, but may offer advice of a non-binding nature.

Adjudication: to be completed by 25 June 2011

- (10) If a dispute over disputed land is referred to adjudication, the board of the company will appoint an adjudication panel that comprises at least 3 members to determine the dispute. The board will have complete discretion to decide who the members of the panel should be, subject to the following requirements:
 - (a) the panel members must be fluent in te reo Māori, and be knowledgeable on matters of tikanga, including in particular how mana whenua is held and exercised by iwi; and
 - (b) panel members must be independent of the dispute, and not be members of any of the iwi involved in the dispute.

- (11) The adjudication panel may seek legal advice on process, or legal or other expert advice on any other matter.
- (12) The adjudication panel will hear the claims of the iwi interested in the disputed land.
- (13) The adjudication panel will have complete discretion to determine the process and timetable for the hearing, subject to the following requirements:
 - (a) the iwi will provide an agreed joint statement to the adjudication panel outlining the nature of the dispute; and
 - (b) each iwi will have the opportunity to provide a written submission to the adjudication panel stating their mana whenua interests in the disputed lands and their position concerning the dispute; and
 - (c) the iwi involved will file written evidence; and
 - (d) each iwi claimant is entitled to a right of reply; and
 - (e) there is a right to question witnesses; and
 - (f) parties are entitled to have lawyers attend to present submissions on behalf of iwi to the adjudication panel, but lawyers will not be permitted to cross-examine witnesses.
- (14) The adjudication panel will reach a decision on allocation of the disputed lands by 25 June 2011, in accordance with the mana whenua test set out at clause 4(2). The adjudication panel will have the power to—
 - (a) allocate the land to 1 iwi; or
 - (b) allocate the land to more than 1 iwi in joint or multiple ownership as tenants in common in a block, either divided in equal shares or proportionally according to the respective interests of the iwi; or
 - (c) subdivide the block and allocate the subdivided portions to individual iwi; or
 - (d) allocate the land to 1 iwi, but acknowledge the relationship of the other iwi with the land in a specified manner; or
 - (e) implement any other solutions proposed by 1 or more of the parties, subject to any modifications determined by the adjudication panel.

- (15) A decision with reasons will be given. The decision of the adjudication panel will be final and binding on all the parties.

7 Final allocation agreement

- (1) The board of the company will complete the final allocation agreement by 1 July 2011.
- (2) The final allocation agreement will be final and binding.
- (3) After 1 July 2011, on receiving a written request from a governance entity, the company will transfer the CNI forests land to that governance entity or nominee in accordance with the final allocation agreement and the deed of trust, provided that—
- (a) the Crown's consent is obtained as required by the deed of trust, if the transfer is prior to the expiry of the Crown initial period; and
 - (b) the ongoing rentals and other income derived from the land will continue to be paid to the company and distributed according to the Collective's agreed proportions until the Collective's final allocation date (as defined in the deed of trust). After the Collective's final allocation date, income will run with the land.
- (4) If iwi have acquired satellite CNI forests land (that is, land outside Kaingaroa Forest) and wish to transfer the CNI forests land and the right to the ongoing rentals and other income from the company to the iwi prior to the Collective's final allocation date, then in order to maintain the principles of fairness and equity—
- (a) economic analysis on the impact of taking that action on the Collective and the iwi must be undertaken; and
 - (b) the conditions of transfer shall be agreed; and
 - (c) the transfer is subject to unanimous approval of the shareholders of the company.
- (5) If for any reason aspects of the final allocation agreement are not finalised, or are subject to litigation, that will not prevent the transfer to iwi after 1 July 2011 of areas of CNI forests land for which final agreement has been reached.
- (6) If agreement is reached not to transfer areas of the CNI forests land, or iwi do not request a transfer in writing, then the company will retain title, subject to the vested beneficial entitle-

ment of iwi in accordance with the final allocation agreement and the deed of trust.

- (7) On completion of the Crown initial period, any remaining CNI forests land that is vested in the company in accordance with the deed of trust will be subject to the resolution process in this schedule, with any appropriate modifications to the time lines and process determined by the board of the company.
-

Schedule 3
**Percentages for allocation of rental
proceeds**

ss 15, 18

Schedule 3: substituted, on 31 December 2008, by section 39.

Iwi	Percentage (%)
Ngāi Tūhoe	26.3125
Ngāti Manawa	6.0125
Ngāti Rangitahi	3.6125
Ngāti Tūwharetoa	25.9125
Ngāti Whakaue	3.6125
Ngāti Whare	4.7125
Raukawa	14.2125
The Affiliate Te Arawa Iwi/Hapu	15.6125

Schedule 4
New Schedule 3 substituted

s 39

Amendment(s) incorporated in the Act(s).

Reprints notes

1 *General*

This is a reprint of the Central North Island Forests Land Collective Settlement Act 2008 that incorporates all the amendments to that Act as at the date of the last amendment to it.

2 *Legal status*

Reprints are presumed to correctly state, as at the date of the reprint, the law enacted by the principal enactment and by any amendments to that enactment. Section 18 of the Legislation Act 2012 provides that this reprint, published in electronic form, has the status of an official version under section 17 of that Act. A printed version of the reprint produced directly from this official electronic version also has official status.

3 *Editorial and format changes*

Editorial and format changes to reprints are made using the powers under sections 24 to 26 of the Legislation Act 2012. See also <http://www.pco.parliament.govt.nz/editorial-conventions/>.

4 *Amendments incorporated in this reprint*

Heritage New Zealand Pouhere Taonga Act 2014 (2014 No 26): section 107
Central North Island Forests Land Collective Settlement Act Commencement Order 2008 (SR 2008/424)
Central North Island Forests Land Collective Settlement Act 2008 (2008 No 99): sections 36–39
