LEGISLATION AND TREATY NOTES

Innovation in Reconciliation — the Ngai Tahu Claims Settlement Act 1998

Settlement of Ngai Tahu's grievances under the Treaty of Waitangi took years of negotiation between Te Runanga o Ngai Tahu[1] and the Crown, and culminated in innovative legislation. The Ngai Tahu Claims Settlement Act 1998 ("the Act") breaks traditional drafting rules with its use of plain English and, to give legal effect to the settlement agreement for the management of natural and physical resources, it includes mechanisms that often cut across, or exclude, other statutory regimes. The Ngai Tahu claim is the largest to date and, although in practice the Act's provisions apply only within Ngai Tahu's claim area,[2] it is the Act's value as a benchmark and precedent that makes it of interest for future claims throughout New Zealand.

Background

Ngai Tahu submitted its claim to the Waitangi Tribunal in August 1986, and it was investigated between 1987–1989. In September 1991 and April 1995, the Tribunal released its recommendations, which were substantially in Ngai Tahu's favour. In particular, it found that the Crown had consistently failed to meet its obligations to act towards its Treaty partner reasonably and with the utmost good faith. On the basis of the Tribunal's recommendations, the Crown and Ngai Tahu began negotiating towards a settlement in September 1991; the negotiations collapsed in 1994, but recommenced in 1996 and, in mid-June of that year, the two parties agreed to an "on-account" settlement as a sign of good faith. The measures agreed in this settlement included returning ownership of all Crown- owned pounamu (greenstone) to Ngai Tahu, and payment of an initial $10 million to the Runanga.

1 Te Runanga o Ngai Tahu is described variously in this paper as Ngai Tahu, or the Runanga. Ngai Tahu Whanui refers to the collective of individuals who descend from the primary hapu of Waitaha, Ngati Mamoe, and Ngai Tahu, as defined in s 9 of the Act.

2 Ngai Tahu's claim area is defined in the Te Runanga o Ngai Tahu Act 1996.

In September 1997, the Crown formally offered to work towards a final settlement of Ngai Tahu's claims. Ngai Tahu then undertook a massive balloting exercise urging the current generation of the Runanga as the present kaitiaki of the claim to educate themselves about the Crown settlement offer. Sir Tipene O'Regan has described the impact of the claim on Ngai Tahu's culture and identity:[3]

> As I look into the eyes of my mokupuna I reflect that the Ngai Tahu claim is now 7 generations old. In many ways it has become our grievance, a culture of grievance. In that sense the claim, (Te Kereme), is a taniwha, a monster that has consumed our tribal lives down through the years as generation after generation has struggled for "justice".

Ngai Tahu's leaders urged the members of Ngai Tahu Whanui to accept the Crown's settlement offer. The resulting ballot was 94 per cent in favour of agreeing to an acceptable final settlement of all claims. The government then proceeded to pass the legislation giving effect to the Deed of Settlement, which was executed on 21 November 1997. The Act took legal effect from 22 April 1999.

Status of the Deed of Settlement

The substantive source for the agreement between the Crown and Ngai Tahu is the Deed of Settlement, whereas the Act is really a tool to give it legal effect. When casting one's eyes over the Act it is clear that, in order to fully understand it, the Act needs to be read hand-in-hand with the Deed. The legislation is unusual because it gives the Deed an integral role. The Deed itself takes on an unusual status. While it retains a separate existence outside the Act, parts of the Deed are encapsulated in the legislation. For example, several key terms in the Act, such as "land" and "trees" in s 32 and "commercial settlement property" in s 41, are defined by reference to the Deed. Practitioners need to keep in mind that even when the status of the Deed is put to one side, much of the Act's practical effect comes from the Deed itself.[4]

3 *A stepping stone into the future,* Ngai Tahu website, p 2 <http:www.ngaitahu.iwi.nz>.

4 The Deed can be downloaded from the Ngai Tahu website link on Doug Graham's site at <www.exec.govt>.

Key Elements of the Act

Apology and vesting of title to Mt Aoraki

One of the most innovative aspects of the Act is the inclusion of the Crown's formal apology to Ngai Tahu within the substantive provisions of the Act, both in Maori and English.[5] Amongst other things, it records at paragraph 2:[6]

> The Crown acknowledges that it acted unconscionably and in repeated breach of the principles of the Treaty of Waitangi in its dealings with Ngai Tahu as its treaty partner... while it also failed to set aside adequate lands for Ngai Tahu's use, and to provide adequate economic and social resources for Ngai Tahu. [and at paragraph 5] The Crown recognises that Ngai Tahu has been consistently loyal to the Crown, and that the tribe has honoured its obligations and responsibilities under the Treaty [and at paragraph 6] The Crown expresses its profound regret and apologises unreservedly to all members of Ngai Tahu Whanui for the suffering and hardship caused to Ngai Tahu, and for the harmful effects which resulted to the welfare, economy and development of Ngai Tahu as a tribe.

Ngai Tahu considers the Crown's apology to be a "fundamental" aspect of the settlement as it officially recognises the *validity* of the claims Ngai Tahu have made for generations; it marks the end of the grievance period and means that the healing process of rebuilding can begin.[7] No legal process could bring such an opportunity for a reconciliation.

The Act's other fundamental "point of redress" is the return of Ngai Tahu's title to Mt Cook and its name change to Aoraki/Mt Cook.[8] Aoraki is a focal point in Southern Maori's stories of creation. Ngai Tahu gifted Aoraki back to the nation seven days later "as an enduring symbol of Ngai Tahu's commitment to the co-management of areas of high historic, cultural and conservation value".[9]

Economic redress

The economic redress measures of the Act include major compensation elements and Ngai Tahu's right to acquire Crown assets. Ngai Tahu had estimated the Crown's failure to honour its contractual duties at $20 billion in economic terms alone. However, it realised that "justice" in these terms was unrealistic and, instead, Ngai Tahu would have to "grow the value" itself. This made Ngai Tahu's right to acquire Crown assets, described as the "bolt ons",

5 Section 5 and section 6.
6 Section 6.
7 See supra note 3 at 1.
8 Section 15.
9 See supra note 3 at 1.

crucial to Ngai Tahu's acceptance of the settlement. The "bolt ons", as outlined below, are the deferred selection process and right of first refusal over property owned by the Crown.

(i) Parts IV–VIII — deferred selection process:

The deferred selection process allows the tribe to purchase listed assets within twelve months of the legislation being passed. The purpose of the mechanism is to provide Ngai Tahu with the opportunity to buy a range of assets in different economic sectors and locations, thus giving it a sound basis for social and economic development. Some are assets the tribe has already decided to buy pursuant to the Deed of Settlement. Ngai Tahu is also given the right to select and purchase other Crown properties within twelve months of the legislation coming into force. The real meaning of this part of the Act is to be found in the Deed of Settlement, rather than the Act's provisions. While Parts IV–VIII of the Act, which provide for the transfer of assets, focus on creating the legal mechanisms that allow the Crown to acquire and transfer property to Ngai Tahu, the actual purpose and detail of this process is set out in the Deed.

Section 4 of the Deed of Settlement provides for the transfer of commercial properties not subject to deferred selection. The Deed explains that Ngai Tahu and the Crown have identified certain properties, as listed in an attachment to the section, which Ngai Tahu *shall* purchase from the Crown, and sets out steps for preparation of transfer on the completion date, a date not less than 62 business days after the legislation was passed, namely, 1 October 1998. Sections 5, 6 and 7 of the Deed of Settlement outline the procedure for transfer of commercial, farm, and forestry assets respectively from a defined pool of assets, which are listed in attachments to the section. Ngai Tahu *may* purchase these assets from the Crown and, in each case, it makes an initial selection within a certain time frame, and a final selection 247 days after the legislation came into effect. All commercial properties initially selected, but not acquired, by Ngai Tahu as settlement properties, will fall within the category of assets subject to rights of first refusal, which are discussed below.

The effect of the deferred selection process is that title to various lakes, river beds, high country stations, and other lands will also be transferred to Ngai Tahu. Many of these properties will be either gifted straight back, leased to, or will be managed by, the Crown just as they were previously. Parts of the high country stations, for example, will be leased back to the Crown so that they can be managed as conservation areas; some may have easements placed over them for stock access so that farming can continue on the stations in Ngai Tahu ownership, while others that contain popular walking tracks, such as the Greenstone Caples, will be subject to covenants to ensure public foot access. Ngai Tahu will also gift back certain mountain tops as a sign of its commitment to the co-management of areas of significant conservation value.

(ii) Part IX — right of first refusal:

The second component of the "bolt ons" in the Act is Ngai Tahu's right of first refusal over the purchase of certain land and assets. The right of first refusal provisions are quite simple, and are designed to be equitable.

The purpose of Part IX of the Act is to provide for the legislative matters contemplated by s 9, right of first refusal, of the Deed of Settlement. Section 49 of the Act prohibits a *Crown body* from *disposing or attempting to dispose* of any *relevant land* other than in accordance with Part IX of the Act. Section 49 applies only if the agency considering disposing land is a "Crown body", and if the land is "relevant land" as defined in s 48. Certain land is exempted from the rights of first refusal provisions, including relevant land disposed by the Crown to another Crown body.[10] "Dispose" and "attempt to dispose" are also defined phrases, and much of the impact of this part of the Act will turn on their interpretation, especially in light of recent Public Works Act decisions, such as *Attorney-General v Horton*.[11] Under s 52, a Crown body is required to give Ngai Tahu a preliminary written notice if it is considering disposing of relevant land. This obligation to notify arises relatively early, at the stage where a Crown body is considering whether to dispose of the relevant land, or has commenced the process of identifying to whom it has obligations regarding the land. Ngai Tahu must also be notified when specific situations occur, such as when a Crown body or subsidiary undergoes a change of control, and an offer made to dispose of the land to them.[12] This preliminary requirement makes Ngai Tahu, under the terms of the settlement, an exception to the usual approach to the protection of Maori interests. Under the Public Works Act 1981, the application of mechanisms for the protection of Maori interests are generally considered after the statutory right to repurchase provisions.

The Crown is exempted from the requirements of Part IX if Ngai Tahu waives its right to first refusal pursuant to s 55. The Crown is also exempted if Ngai Tahu agrees in writing that the relevant land is "special land", as defined, or if it obtains a "special land" certificate pursuant to s 56(2). Special land is relevant land that, in a public valuer's opinion, is either a property that a prudent vendor, one intending to obtain the market price terms and conditions for the property, would not make an offer to sell because there is insufficient comparable sales evidence, or it is a property where the public valuer cannot, without reasonable doubt, determine the highest best use of the property or the class of potential purchasers.

Before disposing of special land, the Crown body must notify Ngai Tahu of the price and other proposed terms and conditions of disposal, and make the

10 Section 50(a).
11 [1999] 2 NZLR 257; (1999) 4 NZConvC 192, 932 (PC).
12 Section 88.

first offer to Ngai Tahu.[13] Once Ngai Tahu has been notified that the Crown is considering disposing of either relevant or special land, the two parties have one month to negotiate its purchase,[14] and are under an obligation to negotiate in good faith during that period.[15] If no agreement is reached, the Crown may sell the land to another party within nine months, on no more favourable terms. However, it must disclose the terms to Ngai Tahu, who then get a second chance to purchase if they consider the terms to be more favourable than the original offer.[16]

The economic redress provisions in the Act are also unique in the way that the settlement agreement is given effect by often cutting across, and excluding, other statutory provisions. For example, the Land Act 1948 does not apply to the transfer or lease of settlement properties. Parts of the Crown Forests Assets Act 1989 are excluded in Part VII, and section 11 and Part X of the Resource Management Act (the "RMA") are excluded from transfer of certain other properties. Section 476 of the Act sets out a list of provisions that do not apply to any actions under this Act. For example, the road stopping provisions of the Public Works Act 1981 and Local Government Act 1974 are excluded from operation. The mahinga kai provisions in the Act also contain examples of statutes being excluded, for example, parts of the Reserve Act 1977 do not apply to reserves vested under Part 11 of the Act. Clearly, much thought has been given to whether it is appropriate for these regulatory controls to apply to land subject to the settlement.

Parts XI and XII — "Mahinga Kai"

The Act also provides for cultural redress, to make amends for the Crown's failure to give recognition to Ngai Tahu's traditional relationship with the natural environment, and for its failure to meet its undertaking to reserve sufficient food resources and reserves for Ngai Tahu. In particular, the cultural redress provisions attempt to incorporate Ngai Tahu's kaitiaki responsibilities into existing conservation management practices. Several provisions require its representation on statutory boards as a statutory adviser, and by entering into protocols with the Department of Conversation (DoC), setting out the parties' interaction in the management of conservation land within the claim area. The cultural redress, or mahinga kai, aspects of the settlement also include: the return of pounamu ownership, which has already occurred; encouraging the use of original Maori place names on maps; and the creation of new statutory instruments. Some of these are described below.

13 Section 65.
14 Section 66.
15 Section 67.
16 Section 69.

(i) Sections 237–253 — Topuni:

The purpose of topuni in the Act is to place an "overlay" of Ngai Tahu values upon land under Crown ownership or management. Topuni are gazetted, listed, and described in the management plans or strategies relevant to an area. The existence of a topuni indicates that the area has special cultural, spiritual, historical and traditional values to Ngai Tahu. These values are intended to be incorporated in the purposes for which the land is already held through various mechanisms. For example, Ngai Tahu and the Crown may from time to time agree on specific principles directed at the Minister of Conservation, for avoiding harm to, or diminishing, the Ngai Tahu values in relation to each topuni.[17] This will involve Ngai Tahu giving advice about what behaviours it regards as appropriate or inappropriate within topuni areas, and how to control them. These agreements may provide the basis for regulations promulgated under s 245 which, amongst other things, may regulate or prohibit conduct by the members of the public within topuni, and create offences.

The New Zealand Conservation Authority or any conservation board must also give effect to the Ngai Tahu values of a topuni when it adopts a conservation management policy or plan, or a national park plan.[18]

(ii) Sections 255–268 — Nohoanga entitlements:

This aspect of redress specifically responds to the Waitangi Tribunal's findings that the Crown failed to ensure that Ngai Tahu retained reasonable access to places where the tribe produced or procured food. Nohoanga entitlements permit members of the Runanga to occupy, exclusively and temporarily, land close to waterways on a lawful, non-commercial basis, so they can fish and gather other natural resources.[19] This means that Ngai Tahu has periodic exclusive camping rights over at least seventy-two specific sites, chosen according to the criteria in s 258 for an initial period of ten years, with rights of renewal. There is no opportunity for submissions on selection of sites as there is, for example, for concessions granted under the Conservation Act 1987. Nohoanga entitlements are assignable within Ngai Tahu, and sub-entitlements may be granted to members of Ngai Tahu whanui.

The nohoanga entitlement is subject to such conditions as the Crown considers necessary or desirable in the ongoing management and administration of the surrounding area. It includes the right to erect camping shelters or similar temporary dwellings, provided that these are removed at the expiry of the period, and the land is left in the same condition as it was when the Runanga members arrived. In addition to erecting these structures, Runanga members are allowed

17 Section 240.
18 Section 241.
19 Section 256.

to undertake "such activities necessary to enable the entitlement land to be used for customary fishing and gathering natural resources", provided that they first obtain the consent of the landholding agent, being the Minister of the Crown responsible, or the Commissioner of Lands.[20]

The process for considering an application, set out in s 259, creates a consent system parallel to the RMA; the application must include details of the proposed activities, including the effects of the activities on the entitlement land, and any proposed measures to avoid, remedy or mitigate any adverse effects. The Runanga also have to seek any required consents for the activities under the RMA. Where the entitlement land is held under the Conservation Act 1987, or any Act in the First Schedule to that Act, the landholding agent may request an environmental impact report, and impose conditions.

The nohoanga entitlement is expressed to be limited because it does not create an interest or right in the entitlement land, except as set out in the Act's provisions. An interest includes the right to exclusive occupation, to enforce the entitlement as if owner of the land against any person not party to the Deed of Settlement and would, presumably, include the right to bring an action in trespass. But it is difficult to see situations when this would arise, as the entitlement is expressly chosen because its existence and exercise must not "unreasonably impair existing practices and patterns of public use",[21] nor may the entitlement impede public access along a relevant waterway (note this definition does not include the land adjacent), nor restrict the Crown's right to alienate the land or land adjacent.[22]

The entitlement does place some restrictions on the landholding agent, who must have regard to the existence of a nohoanga entitlement in exercising land and water management practices, and must avoid unreasonable disruption to an entitlement holder.[23] The landholding agent may suspend the entitlement at his or her discretion, or terminate it by notice if the Runanga breaches its obligations. The entitlement may be terminated in a variety of circumstances, as set out in s 265, in which case the Crown is obliged to take reasonable steps to grant a replacement nohoanga over another similar site.

(iii) Sections 354–370 — Fenton entitlements:

Fenton entitlements are similar to nohoanga entitlements. A fenton entitlement is a perpetual "campsite" entitlement granted under s 355 of the Act to allow Ngai Tahu members to exclusively occupy Crown land on the same conditions as nohoanga entitlements. The key differences are:

20 Section 259.
21 Section 258.
22 Section 260.
23 Section 260.

- unless suspended, fenton entitlements are perpetual rather than renewable;
- rather than the rights and obligations described above attaching to the Runanga as a whole, specific members of Ngai Tahu are registered at the Maori Land Court as fenton entitlement holders; and
- unlike nohoanga entitlements, fenton entitlements may not be assigned.

Fenton entitlements also include a customary fishing entitlement to exclusively use part of a river or lake for lawful customary fishing.[24] Although the right is exclusive, it cannot interfere with others' lawful rights and interests in the lake or river.

Statutory Acknowledgements

The inclusion of Statutory Acknowledgements in the Act links the settlement to the RMA and is a mechanism designed to assist resource consent authorities to provide for Ngai Tahu's interest in resource management decision-making, to give consideration to Ngai Tahu's interests and values, and highlight existing obligations under ss 6, 7 and 8 of the RMA. The particular focus is on providing an early warning system for Ngai Tahu before decisions are made by a consent authority about who is an affected party under ss 93 and 94 of the Act.

The Statutory Acknowledgements, listed in Schedules to the Act, are the Crown's formal acknowledgement of Ngai Tahu's special relationship, and association, with a specific site or area, known as a "statutory area". Statutory Acknowledgements apply only to Crown-owned areas, for example, a Statutory Acknowledgement over a lake bed does not apply to any part of the lake bed that is not in Crown ownership or control. Statutory Acknowledgements do not affect, and may not be taken into account in, any decisions made under the RMA except under ss 93, 94, and 274, and they do not give Ngai Tahu rights outside the statutory processes set out in the RMA.

The Acknowledgements affect resource management processes at four key stages:

- the drafting of plans;
- the requirement that local authorities send summaries of applications to Ngai Tahu;
- as a new consideration in the decision-making process on notification; and
- as evidence of Ngai Tahu's interests in land in submissions, at hearings, and in s 274 party applications.

In addition, Statutory Acknowledgements may come to be treated as something to which regard should be had under s 104(1)(i) of the Act, namely, any other relevant matters.

24 Section 372.

(i) Plans:

Section 220 of the Act requires all local authorities within the Ngai Tahu claim area to "attach" information to relevant policy statements or plans recording the existence of all Statutory Acknowledgements within their areas. This is for the purpose of information only and is not part of the regional policy statement and plan. Operative plans may be amended to give effect to this without formality, under clause 16 of the First Schedule to the RMA.

Although not required to by the Act, local authorities may wish to consider amending the information sections of their plans to include a requirement that applications for resource consent affecting a statutory area should include information on any potential effects on Ngai Tahu's association with the area. It is important to note that the Statutory Acknowledgement mechanism only addresses Ngai Tahu's association with a site when activities require resource consents. Some local authorities may, therefore, wish to amend plans to provide for Ngai Tahu's interests in relation to some permitted activities that affect areas subject to a Statutory Acknowledgement. The Ministry for the Environment's booklet on Statutory Acknowledgements suggests that some local authorities may wish to go even further and "adopt" a Statutory Acknowledgement as part of their plan or policy statement, and formulate policies, objectives, and rules relating specifically to a statutory area. This would require compliance with the formal process for a variation or plan change, as set out in the First Schedule of the RMA.[25]

(ii) Sending summary of applications:

The Ngai Tahu Claims Settlement (Resource Management Notification) Regulations 1999 require consent authorities to send Te Runanga o Ngai Tahu a summary of any application for activities "within, adjacent to, or impacting directly on" an area subject to a Statutory Acknowledgment. The summary must be sent "as soon as is reasonably practicable" after the application is received, and before any determination is made under ss 93 or 94 of the RMA about whether the application is to be notified, that is, within the required ten-day time frame. The summary must contain the same information that would be included in a notice to persons who may be affected under s 93 of the RMA, or such other information as may be agreed between Ngai Tahu and individual consent authorities. The requirement to send summaries applies for twenty years.

The Regulations also provide that Ngai Tahu may waive its right to receive summaries, by written notice to a consent authority. It may, for example, be

25 Ministry for the Environment, *Ngai Tahu Statutory Acknowledgements — A Guide for Local Authorities* (May 1999).

waived for particular types of resource consents, or for a specified period of time, thus providing flexibility for local authorities and Ngai Tahu to reach arrangements that will work efficiently for them.

(iii) Notification:

Consent authorities must *have regard to* any relevant Statutory Acknowledgement when exercising functions under ss 93 and 94 of the RMA and forming an opinion whether Ngai Tahu is directly affected, or adversely affected respectively. In some circumstances it may be desirable for the consent authority to consult with Ngai Tahu if necessary to reach an informed decision about the exercise of section 93 and 94 duties.

To "have regard to" requires decision-makers to give consideration to matters, but gives a discretion to accept them only in part, or to reject the matters entirely. However, given that the RMA currently provides no right of appeal for notification decisions, the decision to give no weight to a Statutory Acknowledgement should not be taken lightly. The threat of judicial review proceedings means that consent authorities need to ensure their decision-making *procedures* would stand up to a court's scrutiny.

(iv) Evidence of association:

Ngai Tahu and any member of Ngai Tahu whanui may cite a Statutory Acknowledgement as evidence of association with a statutory area in submissions to, and proceedings before, a consent authority, the Environment Court, or the Historic Places Trust.[26] Although the acknowledgement is evidence of Ngai Tahu's association, it is not binding as deemed fact, in other words, it may be taken into account by the relevant authority without being binding on them. Neither Ngai Tahu nor any of its members are precluded from claiming an association with a statutory area that is not described in a statutory acknowledgment, nor can this association be considered to be of any lesser value. The absence of a Statutory Acknowledgement does not mean that Ngai Tahu cannot claim a particular association with any other area, lake, or river. However, they would have to provide evidence of that association.

(v) Protocols:

The details of establishing how ss 93 and 94 of the RMA work will probably be developed through protocols between consent authorities and Ngai Tahu, although this is not a requirement of the Act. Consent authorities' discretions under ss 93 and 94 of the RMA are not affected by the Act, but ongoing consultation will probably be needed to establish how the discretions should be

26 Section 211.

exercised to avoid the risk of judicial review proceedings. Protocols may establish the circumstances in which Ngai Tahu might consider waiving its rights under these sections, and flesh out the details of the sending of summaries of requirements, such as, for example, expressing the level of detail that Ngai Tahu requires, and developing mechanisms to ensure Ngai Tahu does not receive irrelevant summaries.

Other issues could also be addressed through the development of protocols, including:

- the use of s 92 of the RMA regarding further information; and
- the possible use of s 94(5) of the RMA by consent authorities for controlled or limited discretionary activities that affect statutory areas, if the relevant plan states that written approval of affected parties is not required.

It is likely that the procedures that are most effective will evolve through experience.

Act as Full and Final Settlement

Section 461 of the Act records that the settlement of the Ngai Tahu claims to be effected pursuant to the Deed of Settlement and this Act is final, and that the Crown is released and discharged in respect of those claims. No Court or Tribunal has jurisdiction to inquire into or to make any finding or recommendation in respect of any, or all, of the Ngai Tahu claims.

Due to the definition of "Ngai Tahu claims" in the Act, it is arguable that the settlement of Ngai Tahu's claims may not be as final as it appears.[27] Both parties agree that the provisions removing jurisdiction are not intended to prevent any Ngai Tahu claimant from pursuing claims against the Crown based on Aboriginal title, or customary rights, neither of which come within the definition of Ngai Tahu claims.

Conclusion

The Ngai Tahu Claims Settlement Act 1998 is a unique piece of legislation which is bound to set a precedent for other claim settlements. The reconciliation represented by the Act has been achieved through the use of innovative legal mechanisms which will set Ngai Tahu firmly on the road to becoming a major economic player, and ensure that Ngai Tahu's interests, values, and

27 Section 10.

responsibilities are incorporated into everyday resource management. The fact that this has often meant the specific exclusion of other statutory regimes, such as the Reserves Act 1977, may indicate that these statutes do not respond to the realities of today's political environment. Certainly, implementing the legislation provides challenges for those working with, and managing, natural and physical resources.

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Resource Management Law Association

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The Resource Management Law Association is a national multi-disciplinary organisation with over 800 members, providing information, services seminars and other opportunities for members who are involved in private practice, industry and all levels of government.

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The object of the Association is to promote within New Zealand an understanding of resource management law and its implementation in a multi-disciplinary framework; excellence in resource management policy and practice; resource management processes that are legally sound, effective and efficient and that produce high-quality environmental outcomes.

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