

## Hon Paul Goldsmith

Minister for Treaty of Waitangi Negotiations

### Proactive release – Proposal for dual language Te Pire Whakahoki i a Kororipo Pā/Kororipo Pā Vesting Bill

Date of issue: 2 June 2026

The following documents have been proactively released in accordance with Cabinet Office Circular CO (23) 04.

Some information has been withheld on the basis that it would not, if requested under the Official Information Act 1982 (OIA), be released. Where that is the case, the relevant section of the OIA has been noted and no public interest has been identified that would outweigh the reasons for withholding it.

No.	Document	Comments
1.	<b>Ngāpuhi: Proposal for dual language Te Piri Whakahoki i a Kororipo Pā/Kororipo Pā Vesting Bill</b> <i>Cabinet paper</i> The Office of Treaty Settlements and Takutai Moana–Te Tari Whakatau 2 April 2025	Some information has been withheld in accordance with the following sections of the OIA: <ul style="list-style-type: none"><li>• section 9(2)(h) – to maintain legal professional privilege, and</li><li>• section 9(2)(j) – negotiations sensitive.</li></ul>
2.	<b>Ngāpuhi: Proposal for dual language Te Piri Whakahoki i a Kororipo Pā/Kororipo Pā Vesting Bill</b> <i>Cabinet Minute SOU-25-MIN-0048</i> Cabinet Office 9 April 2025	Some information has been withheld in accordance with the following sections of the OIA: <ul style="list-style-type: none"><li>• section 9(2)(h) – to maintain legal professional privilege, and</li><li>• section 9(2)(j) – negotiations sensitive.</li></ul>
3.	<b>Ngāpuhi: Proposal for dual language Te Piri Whakahoki i a Kororipo Pā/Kororipo Pā Vesting Bill</b> <i>Cabinet Minute CAB-25-MIN-0118</i> Cabinet Office 14 April 2025	Some information has been withheld in accordance with the following sections of the OIA: <ul style="list-style-type: none"><li>• out of scope.</li></ul>

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## In confidence

Office for the Minister for Treaty of Waitangi Negotiations

Cabinet Social Outcomes Committee

## Ngāpuhi: proposal for dual language Te Pire Whakahoki i a Kororipo Pā/ Kororipo Pā Vesting Bill

### Proposal

- 1 This paper seeks a Cabinet decision on Te Rūnanga o Ngāti Rēhia Trust's (**TRONR**) request for the *Te Pire Whakahoki i a Kororipo Pā/ Kororipo Pā Vesting Bill* (the **Bill**) to be prepared entirely in Te Reo Māori and English (**dual language**).
- 2 If Cabinet approve this Bill to be prepared in dual language, a Cabinet decision will also be required on how to address interpretation issues that may arise, i.e. if circumstances arise where there is inconsistent interpretation between versions.

### Relation to government priorities

- 3 A decision on this request directly relates to the Government's priority of progressing the settlement of all historical Treaty of Waitangi claims. Taking the first step of transferring a piece of land within Ngāpuhi's area of interest, and doing so in dual language as TRONR have requested, [REDACTED] 9(2)(j)

### Executive Summary

#### Dual language Bill

- 4 In November 2024, Cabinet agreed to the terms of transfer for Kororipo Pa Historic Reserve (**Kororipo Pā**) [CAB-24-MIN-0426 refers]. Legislation is required to give effect to the transfer. On 3 February I initialled the *Tuhinga Whakaae o Te Tuku Tōmua o Kororipo Pā/ Deed of On-Account Vesting of Kororipo Pā* (the **Deed**), with TRONR. The Deed was entirely in dual language and the provisional Bill, prepared in English with only the title and background clauses in dual language (**standard approach**), was attached.<sup>1</sup> Cabinet approval is required for further parts of the Bill to be in dual language.
- 5 TRONR are strong proponents of the use of Te Reo Māori as an official language and have requested that the Bill be prepared in dual language. [REDACTED] 9(2)(j)
- 6 It is standard practice for the Bill to be in English, with the title and background clauses only in dual language. If Cabinet approves the Bill to be prepared in dual language, Cabinet could face significant pressure for (at least some) future Treaty settlement

<sup>1</sup> These non-operative provisions have been provided in dual language in the provisional Bill as standard practice for Treaty settlement-related legislation where claimant groups request this.

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legislation to also be prepared in dual language. However, my officials have advised this risk exists independently of this decision and can be mitigated by the requirement for Cabinet to approve any requests for Bills to be prepared in dual language. The use of dual language in standard Treaty settlement legislation may create significant timing and resource implications, [REDACTED] 9(2)(h)

7 The Attorney-General “does not support dual-language legislation drafting (although it may be appropriate in settlement deeds). [REDACTED] 9(2)(h)

8 [REDACTED] 9(2)(h)

9 [REDACTED] 9(2)(h)

10 If Cabinet approves TRONR’s request for the Bill to be prepared in dual language I am advised there would be benefits to the Crown’s relationship and negotiations progress with Ngāti Rēhia and Ngāpuhi more generally.

*Addressing interpretation issues that may arise*

11 Should Cabinet approve the Bill to be prepared in dual language, a Cabinet decision is also required on how to address interpretation issues that may arise, i.e. if circumstances arise where there is inconsistent interpretation between versions.

12 Officials have advised there are four options [REDACTED] 9(2)(h)  
[REDACTED] to address interpretation issues that may arise through the Bill:

12.1 *Option One*: including no “prevailing language” provision, [REDACTED] 9(2)(h)  
[REDACTED];

12.2 *Option Two*: a provision that provides that both languages are of equal authority and must be read together to give effect to the purpose of the Act;

12.3 *Option Three*: a provision that states that if there is any interpretive conflict, English prevails; or

12.4 *Option Four*: a provision that states that if there is any interpretive conflict, Te Reo Māori prevails.

13 If Cabinet approves the Bill being prepared in dual language, I expect that translation and quality control processes will take approximately three months. Subject to the time

required for translation and the outcome of ratification, the Deed could be ready for signing as early as September.

14 [REDACTED] 9(2)(j)

**Background**

15 Ngāti Rēhia is a Ngāpuhi hapū based in Kerikeri, with interests in the Bay of Islands, Waimate-Taiāmai and Whangaroa areas. Since 2022, Ngāti Rēhia have been represented by TRONR in discussions regarding the potential on-account vesting of Kororipo Pā. Kororipo Pā was occupied by Hongi Hika and was a significant historical place of learning and trade between Ngāpuhi and Pākehā missionaries and settlers. As such, TRONR seek the return of Kororipo Pā as guardians (kaitiaki) on behalf of all Ngāpuhi.

16 On 11 November 2024, Cabinet agreed to the terms of transfer for Kororipo Pā and noted that TRONR seek the return of the site as guardians (kaitiaki) on behalf of Ngāpuhi and that the proposed return is on-account of a future comprehensive Ngāpuhi Treaty settlement [CAB-24-MIN-0426 refers].

17 On 3 February, I initialled the Deed with TRONR. The Deed was prepared in dual language and remained silent on “prevailing language”, i.e. which language prevails in the event of interpretive ambiguity.

*TRONR seek for the Bill to be prepared in dual language*

18 TRONR are strong proponents of the use of Te Reo Māori and have been clear about their desire for the Bill to be prepared in dual language. TRONR are aware their desire for a dual language Bill has implications for timing of ratification, the signing of the Deed, and the introduction of legislation. A Cabinet decision is required before the Bill can be prepared in dual language, and the Deed can be ratified and subsequently signed.

19 The provisional Bill attached to the initialled Deed follows the standard approach. [REDACTED] 9(2)(j)  
[REDACTED] On 3 March, I discussed TRONR’s request with the Chair of TRONR and advised I would seek Cabinet’s view on whether the Bill should be prepared in dual language.

20 If Cabinet approves TRONR’s request, there is an opportunity to strengthen the Crown’s relationship with Ngāti Rēhia and wider Ngāpuhi in demonstrating the Crown’s good faith by working with Ngāti Rēhia on how this significant site is returned. [REDACTED] 9(2)(j)  
[REDACTED]

21 Should Cabinet approve the Bill being prepared in dual language, based on PCO advice I expect translation and quality control processes to take approximately three months. Following translation of the Bill, I intend to sign the Deed with TRONR as early as September, subject to ratification. [REDACTED] 9(2)(j)  
[REDACTED]



29 A table of risks and mitigations of the options to be considered by Cabinet is provided at **Appendix Three**. 9(2)(h)

**Approving the Bill to be in dual language will increase precedent risk**

30 A decision to prepare the Bill in dual language could create a precedent for increased levels of dual language in Treaty settlement legislation, and potentially other legislation (although there are effective means of preventing this for non-Treaty settlement legislation), and Cabinet will face significant pressure to approve future requests.

31 [REDACTED], I am mindful that other groups wanting legislation in dual language (whether Treaty settlement-related or otherwise) are likely to cite this Bill as an example that justifies a similar approach for future legislation in which they have an interest. 9(2)(h)

32 However, in practice, this Bill will likely increase the pressure for (at least some) future Treaty settlement Bills to be prepared as dual-language Bills. [REDACTED] 9(2)(j)  
[REDACTED]  
[REDACTED] My officials note that this may become a bottom line for concluding other Treaty settlements.

33 I am advised there are ways to limit precedent effect and risks:

33.1 if the Crown were to consider dual language Treaty settlement bills in the future, the precedent risk would be confined to Treaty settlement bills, and could be further limited in practice;

33.2 the use of dual language for Treaty settlement bills could be seen as part of the redress provided by the Crown;

33.3 the use of dual language as an element of redress can be clearly justified and distinguished from the use of dual language for more general legislation (e.g., the Crimes Act 1961);

33.4 each decision to prepare a Treaty settlement bill in dual language would still require a distinct Cabinet approval; and

33.5 the Crown could adopt a clear position that this element of redress must be weighed with other redress in determining a total package, rather than being a new standard or expected approach to Treaty settlement bills.

34 While the ability to limit precedent effects is challenging in the Treaty settlement context, there are examples, such as the relativity mechanism and Social Accords, where Cabinet has approved non-standard Treaty settlement redress without the non-standard approach then becoming standard (refer **Appendix Four**).

35 While this Bill is short and vests a property via a process that is well understood, standard Treaty settlement legislation is long and significantly more complex. While noting each case should be assessed on its merits, [REDACTED] 9(2)(h)  
[REDACTED]  
[REDACTED]

**A Cabinet decision is required on how to address interpretation issues that may arise**

36 If Cabinet agrees to this Bill being prepared in dual language, a decision is required on how to address interpretation issues that may arise. The Deed of on-account vesting for Kororipo Pā, initialled on 3 February, was prepared entirely in dual language. During the drafting process, I discussed how to address interpretation issues that may arise with the Chair of TRONR, and agreed that the Deed would remain silent, i.e. it would not include a provision specifying which language prevails in the event of interpretive issues arising. I consider it is likely TRONR will also seek for the Bill to be silent on how to address interpretive issues that may arise.

37 Decisions on how to address the risk of interpretive issues arising in dual language Bills are currently made on a case-by-case basis considering the degree of legal risk. Current dual language legislation varies on the matter, with the majority being silent on how interpretive issues should be addressed and two specifying Te Reo Māori prevails.<sup>2</sup> As this would be the first legislation to have land transfer provisions in dual language, careful consideration is required.

38 Officials have advised there are four options to address interpretation issues that may arise:

38.1 *Option One:* including no “prevailing language” provision, which leaves the courts to determine the appropriate interpretative approach if litigated (this option was adopted in five out of the seven existing dual-language legislation, [REDACTED] 9(2)(h) [REDACTED]);

38.2 *Option Two:* a provision that provides that both languages are of equal authority and must be read together to give effect to the purpose of the Act, officials advise TRONR are likely to agree with this option (this option is adopted in some overseas jurisdictions, such as Canada, Wales, Ireland and Hong Kong);

38.3 *Option Three:* a provision that states that if any interpretive issues arise, English prevails (no existing dual language legislation uses this option); or

38.4 *Option Four:* a provision that states that if any interpretive issues arise, Te Reo Māori prevails (this option was adopted in two out of the seven existing dual-language legislation).

39 [REDACTED] 9(2)(h)  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

<sup>2</sup> To date, no dual language legislation has specified that English language provisions prevail, including where operative provisions are legally complex and present a moderate risk of legislative conflict.

[REDACTED]

9(2)(h)

40 If Cabinet approves the Bill being prepared in dual language, and agrees to *Option Three* to address interpretation issues that may arise, [REDACTED]

9(2)(j)

[REDACTED]

**Increased approval of dual language legislation will result in increased timing and resource demands**

41 If Cabinet increasingly approves requests for dual language Treaty settlement Bills in future, this will increase the time and resources required to finalise Treaty settlements.

42 PCO have advised preparing dual language legislation:

- 42.1 is resource intensive, requiring the Crown to contract translators, manage the process, and engage with the work undertaken;
- 42.2 can double the time for legislation to be drafted;
- 42.3 where there are complex circumstances or detailed legislation, would intensify resource and time pressures;
- 42.4 will result in increased costs as more time and resources are required; and
- 42.5 requires any changes made to the legislation during its passage through the House, and any amendments made to the legislation in future after it has been enacted, to also be made in dual language.

43 However, Treaty settlement Bills are highly standardised, with settled standard clauses. Those standard clauses could be translated into Te Reo Māori, as a one-off process. This would involve upfront costs, but those clauses would then be re-used for each future settlement. As a result, most of the incremental cost would be for minor adjustments to the standard clauses, and any novel redress needed for each settlement. This would limit cost and timing impact, and lower risks.

44 The Department of Conservation (**DOC**) have also advised resourcing concerns if instances of dual language Treaty settlement Bills increase. Because of the interaction of Treaty settlement legislation with conservation legislation, DOC may need to commit more resource to the drafting process for more complex dual language settlement Bills in future.

**Cost-of-living Implications**

45 Not applicable.

**Financial Implications**

46 The proposal for the Bill to be in dual language has no additional financial implications.

**Legislative implications**

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47 If Cabinet approve the Bill to be in dual language, it would be the first dual language Bill to transfer land and the first dual language Treaty settlement-related Bill containing multiple and ongoing operative provisions.

48 If Cabinet approve the Bill to be in dual language, I intend to sign the Deed once the translation of the Bill is finalised, subject to ratification results. [REDACTED]

9(2)(j)

49 I will seek Cabinet approval to introduce the legislation after Deed signing.

**Impact Analysis**

**Regulatory Impact Statement**

50 The Ministry for Regulation has determined that this proposal is exempt from the requirement to provide a Regulatory Impact Statement on the grounds that it is not a regulatory proposal.

**Climate Implications of Policy Assessment**

51 The Climate Implications of Policy Assessment (CIPA) team has been consulted and confirms that the CIPA requirements do not apply to this policy proposal, as the threshold for significance is not met.

**Population Implications**

52 Ngāti Rēhia are a hapū of Ngāpuhi, an iwi of approximately 185,000 affiliates according to 2023 census data. The proposal to complete the early return of Kororipo Pā on-account of a future comprehensive Ngāpuhi Treaty settlement will have a positive wellbeing effect on this population and will assist in progressing Treaty settlement negotiations with Ngāpuhi.

**Human Rights**

53 The proposals outlined in this paper are not inconsistent with the New Zealand Bill of Rights Act 1990 or the Human Rights Act 1993.

**Use of external Resources**

54 Due to the highly specialised nature of the work that the Office of Treaty Settlements and Takutai Moana: Te Tari Whakatau undertakes, and, subject to Cabinet approval, the highly specialised expertise required for the Bill to be prepared in Te Reo Māori, there is a need to use external experts. Standard examples of this include the use of Chief Crown Negotiators, experts in tikanga and te ao Māori and external legal counsel to prepare settlement documents. PCO would also need to contract experts in Te Reo Māori. External resources are contracted as and when required and in line with relevant guidance including from the Public Service Commission.

**Consultation**

55 The Office of Treaty Settlements and Takutai Moana: Te Tari Whakatau has consulted with and incorporated the views of the Treasury, DOC, CLO, PCO and the Department of Prime Minister and Cabinet.

**Proactive Release**

56 I intend to proactively release this paper, making any necessary redactions, following the introduction of the Bill.

**Recommendations**

The Minister for Treaty of Waitangi Negotiations (**MfTOWN**) recommends that the Committee:

*Dual language*

1 **note** that Te Rūnanga o Ngāti Rēhia Trust (**TRONR**) have requested the Te Pire Whakahoki i a Kororipo Pā/ Kororipo Pā Vesting Bill (the **Bill**) be prepared entirely in Te Reo Māori and English (**dual language**);

2 [REDACTED] 9(2)(j)

3 **note** the Attorney-General “does not support dual-language legislation drafting (although it may be appropriate in settlement deeds). Dual-language drafting makes the law less certain. It requires significant resourcing, at a time when there are a large number of legislation bids. It would also create a precedent for other dual-language legislation, including in more controversial areas of law”;

4 [REDACTED] 9(2)(j)

5 [REDACTED] 9(2)(h)

6 [REDACTED] 9(2)(j)

7 **note** the Deed cannot be finalised for ratification until Cabinet decides whether the Bill can be in dual language, and any subsequently required translation of the Bill is complete;

8 **note**, if approved, the Bill would be the first dual language Treaty settlement-related legislation to transfer land and contain multiple ongoing operative provisions;

9 [REDACTED] 9(2)(h)

10 **note** any future requests for legislation to be prepared in dual language will continue to be assessed by Cabinet on a case-by-case basis;

11 **note** Cabinet approval of dual language for the Bill carries a precedent risk, and may result in significant pressure for Cabinet to approve future dual language requests, mainly in relation to Treaty settlement legislation, regardless of attempts to mitigate this risk;

12 **note** increased requests of, and Cabinet approval for, dual language legislation will create potential resourcing and cost pressures for the Parliamentary Counsel Office, Treaty settlement negotiations, and relevant agencies, although some mitigations can be put in place;

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13 EITHER

13.1 **agree** to the Bill being prepared entirely in dual language;

OR

13.2 **decline** the Bill being prepared entirely in dual language;

*Addressing interpretation issues that may arise*

14 **note** to date, dual language legislation has either remained silent on how to address interpretive issues that may arise, as in five of seven examples of existing dual language legislation, or specified that Te Reo Māori prevails, as in two of seven examples;

15 **note** TRONR have advised they will not proceed to ratification if the Bill contains a provision which is perceived to place Te Reo Māori as secondary to English, as would be the case if a provision specifies English prevails;

16 **note** a provision that English prevails results in the lowest risk in relation to uncertainty of interpretation issues arising, but the highest risk of adverse impacts connected to the Crown's relationship with TRONR;

17 **note** a provision that both languages should be read together to give effect to the purpose of the Act, has low risk of adverse impact connected to the Crown's relationship with TRONR and reduces uncertainty associated with interpretation of dual language;

18 if Cabinet agrees to 14.1:

EITHER

18.1 **agree** to *Option One*: including no "prevailing language" provision, [REDACTED] 9(2)(h)  
[REDACTED];

OR

18.2 **agree** to *Option Two*: a provision that provides that both languages are of equal authority and must be read together to give effect to the purpose of the Act;

OR

18.3 **agree** to *Option Three*: a provision that states that if there is any interpretive conflict, English prevails;

OR

18.4 **agree** to *Option Four*: a provision that states that if there is any interpretive conflict, Te Reo Māori prevails.

Hon Paul Goldsmith

Minister for Treaty of Waitangi Negotiations

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Appendix Two: dual language legislation examples

Dual-language legislation	Brief description	“Prevailing language” clause
Te Ture Whenua Māori / Māori Land Act 1993	Not operative – relating to preamble only.	Yes, in the event of conflict between the two versions of the preamble, the Māori version prevails
Te Ture mō Mokomoko (Hei Whakahoki i te Ihi, te Mana, me te Rangatiratanga)/ Mokomoko (Restoration of Character, Mana, and Reputation) Act 2013	Mostly not operative – statutory recognition of free pardon - restores character, mana, and reputation of Mokomoko, of uri.	No express provision
Te Ture mō Te Reo Māori/ Māori Language Act 2016	Operative in specified area – affirms status of, provides means to support and revitalise, te reo Māori.	Yes, 2 versions of equal status but, in the event of a conflict in meaning between them, the Māori version prevails
Te Ture Haeata ki Parihaka/ Parihaka Reconciliation Act 2019	Mostly not operative – confirms commitments by Crown and people of Parihaka at ceremony of reconciliation, as recorded in Te Kawenata ō Rongo – but also includes legal protection for the Parihaka name (which is operative).	No express provision
Te Ture kia Unuhia te Hara kai Runga i a Rua Kēnana/ Rua Kēnana Pardon Act 2019	Mostly not operative – statutory recognition of agreement as to free pardon – restores character, mana, reputation.	No express provision
Te Ture mō te Hararei Tūmatanui o te Kāhui o Matariki/ Matariki Public Holiday Act 2022	Observance of public holiday to acknowledge Matariki – including dual-language (a) amendments to other legislation; (b) regulations.	No express provision
Whakahau Mātauranga (Te Wānanga o Raukawa)/ Education (Te Wānanga o Raukawa) Order 2023	Operative in specified area – converts Raukawa wānanga from Crown entity to wānanga that is not a Crown entity (under Education and Training Act 2020 (an empowering Act that is mostly in English) Sch 1 cl 94(2) – Order also provides for administrative and governance provisions.	No express provision
Māori Purposes Bill 2024 - Te Wāhanga 7/Part 7 Ngā Whakahounga o Te Ture mō Te Reo Māori 2016/Amendments to Māori Language Act 2016	Operative in specified area – dual-language, mostly minor and technical, amendments to Te Ture mō Te Reo Māori 2016.	Covered by 2016 Act’s express provision (see above)

Appendix Three: risks and mitigations of options to be considered by Cabinet

Risk	Likelihood of occurring	Likelihood of impact if it occurs	Mitigations
<i>Cabinet declines TRONR's request for the Bill to be prepared in dual language</i> <span style="float: right;">9(2)(f)</span>			
[REDACTED]	[REDACTED]	[REDACTED]	<ul style="list-style-type: none"> <li>[REDACTED]</li> </ul>
[REDACTED]	[REDACTED]	[REDACTED]	<ul style="list-style-type: none"> <li>[REDACTED]</li> </ul>
[REDACTED]	[REDACTED]	[REDACTED]	<ul style="list-style-type: none"> <li>[REDACTED] <span style="float: right;">9(2)(j)</span></li> <li>[REDACTED]</li> <li>[REDACTED]</li> <li>[REDACTED]</li> <li>[REDACTED]</li> <li>[REDACTED]</li> <li>[REDACTED]</li> </ul>
Damage to the Crown's relationship with Ngāti Rēhia and wider Ngāpuhi	High	High	<ul style="list-style-type: none"> <li>MfTOWN meets with the Chair of TRONR to discuss the Cabinet decision.</li> <li>Officials work with MfTOWN to prepare a communication plan to mitigate risk to relationships in wider Ngāpuhi.</li> </ul>
[REDACTED]	[REDACTED]	[REDACTED]	<ul style="list-style-type: none"> <li>[REDACTED] <span style="float: right;">9(2)(j)</span></li> <li>[REDACTED]</li> <li>[REDACTED]</li> <li>[REDACTED]</li> </ul>
<i>Cabinet agrees to TRONR's request for the Bill to be prepared in dual language</i>			
Increased likelihood of interpretive ambiguity	Low to moderate	Low	<ul style="list-style-type: none"> <li>Standard clauses would be translated, and they are well-understood in the context of Treaty settlements.</li> <li>PCO quality assurance process limits the risk of legal uncertainty.</li> </ul>
Increased demand on resourcing results from the process to prepare a dual language Bill	Low	Moderate	<ul style="list-style-type: none"> <li>Resources higher than other options but still met within existing agency baselines.</li> <li>Bill is short and resources required for dual language are less than in standard Treaty settlement Bills.</li> <li>Cabinet approval required for future requests for entirely dual language Bills.</li> </ul>

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Risk	Likelihood of occurring	Likelihood of impact if it occurs	Mitigations
Increases the time and resources required to transfer Kororipo Pā.	High	Low	<p><i>Financial costs to be drawn from baseline, and external resourcing used for translation services.</i></p> <ul style="list-style-type: none"> <li>MFTOWN and AG agree PCO can engage external resources prior to Cabinet decisions to secure them to reduce time pressures.</li> </ul>
[REDACTED]	[REDACTED]	[REDACTED]	<ul style="list-style-type: none"> <li>[REDACTED]</li> </ul>
[REDACTED]	[REDACTED]	[REDACTED]	<ul style="list-style-type: none"> <li>Cabinet approval is required before any Bill can be prepared in dual language, so Cabinet can ringfence this decision by distinguishing it from wider Treaty settlement legislation.</li> <li>Cabinet has previously successfully ringfenced Treaty settlement decisions, refer <b>Appendix Three</b>.</li> <li>[REDACTED] 9(2)(h)</li> </ul>
Creates a precedent for property law concepts in legislation to be in dual language	Low	Low	<ul style="list-style-type: none"> <li>Ringfence decisions to the Treaty settlement context only is feasible as the political, relationship, and negotiations context clearly distinguish Treaty settlement legislation from other property law legislation.</li> </ul>
[REDACTED]	[REDACTED]	[REDACTED]	<ul style="list-style-type: none"> <li>[REDACTED] 9(2)(h)</li> </ul>
Precedent leads to increased resourcing requirements for the Crown	Moderate	Moderate	<ul style="list-style-type: none"> <li>Cabinet approval is required before any Bill can be prepared in dual language, so the scale of future increases in dual language Bills is in Cabinet's control.</li> <li>Treaty Bills are highly standardised so dual language clauses could be standardised, and ongoing costs would relate to incremental changes</li> </ul>

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Risk	Likelihood of occurring	Likelihood of impact if it occurs	Mitigations
			or novel redress only. This limits resource intensification. <ul style="list-style-type: none"> <li>• Clear communication that dual language doubles the time required for Bills to be drafted, and therefore delay settlement, could deter groups from seeking dual language.</li> </ul>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Cabinet decision on how to address interpretation in the Bill results in TRONR not signing the Deed	High for option three  Low-moderate for options one and four		<ul style="list-style-type: none"> <li>• MfTOWN meets with TRONR to discuss this matter, and identify a resolution agreeable to both parties.</li> </ul>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] 9(2)(h)

**Appendix Four: examples of non-standard Treaty settlement redress arrangements with no ongoing precedent effect**

Non-standard Treaty settlement redress	Brief description
Relativity mechanism	A relativity mechanism clause was included in the legislation for the Ngāi Tahu and Waikato-Tainui settlements. The clause ensures that the value of their individual settlement remains relative to the total value of all Treaty settlements.
Ngāpuhi Investment Limited (Tupu Tonu)	Tupu Tonu was established to acquire and develop a portfolio of high-performing commercial assets that can be offered to Ngāpuhi in future Treaty negotiations. Tupu Tonu also distributes a small portion of its revenue to support Ngāpuhi economic and capability development.
Co-management arrangement for the Waikato River	The Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 established and gave effect to the Waikato River Authority (the Authority) which set the primary direction for the Waikato River through a "vision and strategy" to protect the health and wellbeing of the Waikato River for future generations. The Authority is the single co-governance entity responsible for the Waikato River.
Annual Social Accord meetings	Social Accords provide a framework for the Crown to work together with iwi for cultural, social and economic prosperity. Cabinet approval is required for new annual Social Accord meetings. In 2014/2015 Cabinet declined to agree new Social Accord meetings. None have been agreed since.



# Cabinet Social Outcomes Committee

## Minute of Decision

*This document contains information for the New Zealand Cabinet. It must be treated in confidence and handled in accordance with any security classification, or other endorsement. The information can only be released, including under the Official Information Act 1982, by persons with the appropriate authority.*

### Ngāpuhi: Proposal for Dual Language Te Pire Whakahoki i a Kororipo Pā/ Kororipo Pā Vesting Bill

Portfolio Treaty of Waitangi Negotiations

On 9 April 2025, the Cabinet Social Outcomes Committee:

1 **noted** that Te Rūnanga o Ngāti Rēhia Trust (TRONR) have requested that the Te Pire Whakahoki i a Kororipo Pā/ Kororipo Pā Vesting Bill (the Bill) be prepared entirely in Te Reo Māori and English (dual language);

2

9(2)(j)

3 **noted** that the Attorney-General does not support dual-language legislation drafting (although she considers that it may be appropriate in settlement deeds), as dual-language drafting makes the law less certain, requires significant resourcing at a time when there are a large number of legislation bids, and would also create a precedent for other dual-language legislation, including in more controversial areas of law;

4

9(2)(j)

5

9(2)(h)

6

9(2)(j)

7 **noted** that the Deed cannot be finalised for ratification until Cabinet decides whether the Bill can be in dual language, and any subsequently required translation of the Bill is complete;

8 **noted** that, if approved, the Bill would be the first dual language Treaty settlement-related legislation to transfer land and contain multiple ongoing operative provisions;

9



9(2)(h)

- 10 **noted** that Cabinet approval of dual language for the Bill carries a precedent risk, and will result in significant pressure for Cabinet to approve future dual language requests, mainly in relation to Treaty settlement legislation, regardless of attempts to mitigate this risk;
- 11 **noted** that increased requests of, and Cabinet approval for, dual language legislation will create potential resourcing and cost pressures for the Parliamentary Counsel Office, Treaty settlement negotiations, and relevant agencies, although some mitigations can be put in place;
- 12 **agreed** to decline the Bill being prepared entirely in dual language;
- 13 **noted** that any future requests for legislation to be prepared in dual language will continue to be assessed by Cabinet on a case-by-case basis.

Jenny Vickers  
Committee Secretary

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**Present:**

Rt Hon Winston Peters  
Hon David Seymour  
Hon Nicola Willis  
Hon Simeon Brown  
Hon Erica Stanford  
Hon Paul Goldsmith  
Hon Louise Upston (Chair)  
Hon Dr Shane Reti  
Hon Mark Mitchell  
Hon Tama Potaka  
Hon Matt Doocey  
Hon Nicole McKee  
Hon Casey Costello  
Hon Penny Simmonds  
Hon Karen Chhour  
Hon Nicola Grigg  
Hon Scott Simpson

**Officials present from:**

Office of the Prime Minister  
Officials Committee for SOU



# Cabinet

## Minute of Decision

*This document contains information for the New Zealand Cabinet. It must be treated in confidence and handled in accordance with any security classification, or other endorsement. The information can only be released, including under the Official Information Act 1982, by persons with the appropriate authority.*

### Report of the Cabinet Social Outcomes Committee: Period Ended 11 April 2025

On 14 April 2025, Cabinet made the following decisions on the work of the Cabinet Social Outcomes Committee for the period ended 11 April 2025:



Out of scope

SOU-25-MIN-0048 **Ngāpuhi: Proposal for Dual Language Te Pire Whakahoki i a Kororipo Pā/ Kororipo Pā Vesting Bill** CONFIRMED  
Portfolio: Treaty of Waitangi Negotiations



Out of scope



Out of scope

Rachel Hayward  
Secretary of the Cabinet