

**IN THE HIGH COURT OF NEW ZEALAND  
AUCKLAND REGISTRY**

**CIV-2005-404-4495**

UNDER Part I of the Judicature Amendment Act  
1972

IN THE MATTER OF an application for review

BETWEEN THE NEW ZEALAND RECREATIONAL  
FISHING COUNCIL INC, AND NEW  
ZEALAND BIG GAME FISHING  
COUNCIL INC  
Plaintiffs

AND MINISTER OF FISHERIES  
First Defendant

AND THE CHIEF EXECUTIVE OF THE  
MINISTRY OF FISHERIES  
Second Defendant

AND SANFORD LTD, SEALORD GROUP  
LTD AND PELAGIC & TUNA NEW  
ZEALAND LTD  
Third Defendants

Date: 24 April 2007

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**MINUTE OF HARRISON J**

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**SOLICITORS**

Hesketh Henry (Auckland) for Plaintiffs  
Crown Law Office (Wellington) for First and Second Defendants  
Chapman Tripp (Wellington) for Third Defendants

[1] Since I delivered judgment in this proceeding on 21 March 2007, counsel have filed a number of memoranda on two issues. First, on 16 April 2007 counsel for the first, second and third respondents filed a joint memorandum referring to the commercial interests' application for declarations in the proceeding regarding compensation. The applications were opposed by the Minister. The parties reached an agreement before hearing and requested that its terms be recorded in the judgment. Their agreement was that the Fisheries Act 1996 as enacted, in particular s 308, gave effect to an intention set out in an earlier Select Committee report.

[2] Counsel for the respondents note that the judgment does not record their agreement and request that the Court record it appropriately, either in a supplementary judgment or a minute.

[3] However, I do not intend to take any further steps. The commercial interests settled their applications against the Minister by agreement. Its terms are recorded in a memorandum signed by counsel. It is not the purpose of a judgment to record what parties have agreed in settling an application for relief.

[4] The terms of an agreement reached between two parties on whether or not a statute gives effect to a statement of intention in a Select Committee report are not amenable to enforcement by an order or declaration of this Court. A minute noting those terms would be meaningless. The agreement might only possibly have future effect by creating an estoppel against the Minister should he argue for or act upon a contrary basis if ever the issue arose again between the respondents but not other parties.

[5] Second, counsel for the respondents have confirmed that they have settled all questions of costs between them. Accordingly, there is no need for an order of the Court.

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Rhys Harrison J