



ANALYSIS

<p>Title</p> <p>Preamble</p> <p>1. Short Title and commencement</p> <p>2. Interpretation</p> <p>3. Extension of objects of trust</p> <p>4. Charitable trusts</p> <p>5. Vesting of property of Board in trustees, etc.</p> <p>6. Actions, etc., by or against Board not to abate</p> <p>7. Taxation and duties provisions</p> <p>8. Trusts extinguished, etc.</p>	<p>9. Saving as to further entitlements</p> <p>10. Review of trustees' decisions as to beneficiaries</p> <p>11. Vesting of assets of permanent trusts</p> <p>12. Actions, etc., by or against Board not to abate</p> <p>13. Taxation and duties provisions</p> <p>14. Obligations discharged</p> <p>15. Dissolution of Whakarewa School Trust Board</p> <p>16. Private Act Schedules</p>
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1993, No. 4—*Private*

An Act to give effect to a resolution by the Nelson Diocesan Synod of the Anglican Church to vest the assets of the Whakarewa School Trust Board in a trust for the descendants of the original Maori owners from whom the said assets were acquired and to make consequential provisions to enable the dissolution of the Whakarewa School Trust Board [28 September 1993]

WHEREAS—

- (a) Certain land described in the First Schedule to this Act was purported to be the subject of Crown grants dated the 25th day of July 1853 and the 4th day of August 1853, containing respectively 660 acres or thereabouts, and 418 acres 10 perches or thereabouts, such grants having been made to the then Bishop of New Zealand of the Anglican Church for the purposes of establishing a school for the education of children of all races and of children of other poor and destitute persons, being inhabitants of islands in the Pacific Ocean, and for the support of that school so long as religious education, industrial

- training, and instruction in the English language was given to the youth educated at that school:
- (b) No school has ever been erected on the said land but a school has operated intermittently supported by income earned from the said land, and no such school has operated at all since last century:
 - (c) The Whakarewa School Trust Board is an Anglican Church Trust incorporated in 1907 under the Religious, Charitable, and Educational Trust Boards Incorporation Act 1884 with the spelling of Wakarewa School Trust Board and administers (pursuant to the terms of the trusts established by the said Crown grants dated the 25th day of July 1853 and the 4th day of August 1853) the original land assets, particularly located at Whakarewa, but also other land assets and bequests acquired by the Anglican Church or the Whakarewa School Trust Board subsequent to the said grants in the Nelson and Motueka districts:
 - (d) The Synod of the Diocese of Nelson of The Anglican Church in Aotearoa, New Zealand and Polynesia accepts that, particularly having regard to the principles embodied in the Treaty of Waitangi, it is now just and desirable to vest the land and certain other assets derived from the land in a charitable trust for the benefit of the descendants of the original Maori owners of the said land:
 - (e) The original owners were established by Land Commissioner Spain in 1845 to be members of the Ngati Rarua and Te Atiawa manawhenua ki Motueka iwi and the full names of the then Maori owners were in judgments of the Maori Land Court delivered in 1892 and 1893 as set forth in the Second Schedule to this Act:
 - (f) The descendants of the said original owners desire that the terms of the charitable trust to be created should be broader than the trust objects contained in the Anglican Church Trusts Act 1981:
 - (g) There is no power to alter the objects of the said trust to a wider extent than those contained in the Anglican Church Trusts Act 1981 and it is impracticable and inexpedient for the trustees to apply to the High Court of New Zealand for a variation of the objects of the trust as aforesaid:

- (h) There is no power in terms of the Anglican Church Trusts Act 1981 for a scheme of arrangement to provide for a transfer of the other significant assets as distinct from the land only of the Whakarewa School Trust Board to a trust to be known as the Ngati Rarua-Atiawa Iwi Trust as set forth in the Third Schedule to this Act for the benefit of the descendants of the original Maori owners:
- (i) There are funds available to or held by the Whakarewa School Trust Board as referred to in the Fourth Schedule to this Act, which funds were given to the Whakarewa School Trust Board after 1853 and are separate and distinct from the land and other assets to be vested in the new trust for the descendants of the original owners, and further it is desired to vest such funds in the Nelson Diocesan Trust Board for charitable purposes:
- (j) It is desired to dissolve the Whakarewa School Trust Board consequent upon the passing of this Act:
- (k) The objects of this Act cannot be attained otherwise than by legislation:

BE IT THEREFORE ENACTED by the Parliament of New Zealand as follows:

1. Short Title and commencement—(1) This Act may be cited as the Ngati Rarua-Atiawa Iwi Trust Empowering Act 1993.

(2) This Act shall come into force on the 1st day of October 1993.

2. Interpretation—In this Act, unless the context otherwise requires—

“Beneficiaries” means the descendants of the persons named in the Second Schedule to this Act:

“Board” means the Whakarewa School Trust Board (also spelt, particularly on titles, as Wakarewa School Trust Board):

“Crown grants” means the 2 grants referred to in paragraph (a) of the Preamble to this Act:

“Descendants” means the descendants of the persons named in the Second Schedule to this Act:

“Permanent trusts” means the trusts listed in the Fourth Schedule to this Act:

“Trust” means the Ngati Rarua-Atiawa Iwi Trust:

“Trust deed” means the deed of trust dated the 7th day of May 1993 set out in the Third Schedule to this Act:

“Trustees” means the trustees for the time being of the Ngati Rarua-Atiawa Iwi Trust.

3. Extension of objects of trust—Notwithstanding anything in the trust deed or the provisions of the Anglican Church Trusts Act 1981, the objects of the trust shall be deemed to extend to include any of the following purposes:

- (a) The establishment, maintenance, and development of marae:
- (b) The training and education of children, adolescents, and all other persons entitled to be considered beneficiaries in the trust:
- (c) The provision of housing for elderly, infirm, or handicapped beneficiaries:
- (d) The provision of scholarships for beneficiaries for educational, vocational, or sporting purposes:
- (e) The provision of support for sporting endeavours or outdoor pursuits for any beneficiaries of the trust:
- (f) The advancement of the cultural and economic activities, needs, or aspirations of any of the beneficiaries:
- (g) The advancement of Maoritanga amongst the beneficiaries:
- (h) The maintenance or improvement of the health, physical or mental, of the beneficiaries:
- (i) The provision of grants, donations, koha, and funeral expenses relating to any of the beneficiaries or in a representative capacity on behalf of the beneficiaries:
- (j) The relief of poverty and the making of grants or loans towards the relief of indigence or distress among beneficiaries:
- (k) The maintenance and improvement of the role of Maori women beneficiaries.

4. Charitable trusts—The trusts declared in the trust deed are declared to be charitable trusts for all purposes at law.

5. Vesting of property of Board in trustees, etc.—
(1) Subject to section 11 of this Act, on the commencement of this section—

- (a) All real and personal property belonging to the Board (including the land described in the First Schedule to

this Act) shall be deemed to have become vested in the trustees:

- (b) All money payable to the Board in relation to any such property shall be deemed to have become payable to the trustees:
- (c) All liabilities, contracts, and engagements, and all rights, authorities, and duties of any nature whatever, of the Board in relation to any such property shall be deemed to have become liabilities, contracts, engagements, rights, authorities, and duties of the trustees.

(2) Subject to subsection (4) of this section, the District Land Registrar of the Nelson Land Registration District, on receiving a written request from the trustees, incorporating a reference to this section, shall make such entries in the registers and on any outstanding documents of title and generally do all such things as may be necessary to give effect to the provisions of subsection (1) of this section in respect of land and interests in land specified in the request.

(3) All references to the Board in any security, deed, testamentary instrument, or other document whatever which is subsisting immediately before the date of commencement of this section, or in any notice or other communication served, given, or sent before, on, or after that date in relation to any such security, deed, instrument, or other document shall, unless the context otherwise requires, be read as references to the trustees.

(4) No Registrar of Deeds or District Land Registrar or any other person charged with the keeping of any books or registers shall be obliged, solely by the provisions of this section, to change the name of the Board to that of the trustees in any books or registers or in any document in his or her charge; but the presentation to any such Registrar or other person of any instrument—

- (a) Executed or purporting to be executed by the trustees; and
- (b) Relating to any property held, immediately before the commencement of this section, by the Board; and
- (c) Containing a recital that the property has become vested in the trustees by virtue of the provisions of this section—

shall, in the absence of proof to the contrary, be sufficient evidence that the property is vested in the trustees.

(5) Except as provided in subsections (3) and (4) of this section, nothing in this section shall derogate from the provisions of the Land Transfer Act 1952.

6. Actions, etc., by or against Board not to abate—

(1) This section shall apply to—

(a) Any action, arbitration, or proceeding or cause of action, arbitration, or proceeding which, immediately before the date of commencement of this section, was pending or existing, by, against, or in favour of, the Board in relation to any property to which section 5 of this Act applies:

(b) Any cause of action, arbitration, or proceeding, by, against, or in favour of, the Board arising on or after the date of commencement of this section but arising out of a contract made by the Board before that date in respect of anything done or omitted to be done by the Board before that date in relation to any property to which section 5 of this Act applies.

(2) Any action, arbitration, or proceeding and any cause of action, arbitration, or proceeding to which this section applies shall not abate or be discontinued or be in any way prejudicially affected by reason of the provisions of this Act, but the same may be prosecuted and, without amendment of any writ, pleading, or other document, continued and enforced by, against, or in favour of the trustees in their own name as and when it might have been prosecuted, continued, and enforced by, against, or in favour of, the Board if this Act had not been passed.

7. Taxation and duties provisions—The vesting in the trustees, by section 5 of this Act, of the real and personal property of the Board, and anything done by the Board or the trustees to give effect to such vesting—

(a) Shall not, for the purposes of the Goods and Services Tax Act 1985, be treated as a supply of any goods and services:

(b) Shall not, for the purposes of the Stamp and Cheque Duties Act 1971, be treated as a conveyance of any property:

(c) Shall not, for the purposes of the Estate and Gift Duties Act 1968, be treated as a dutiable gift.

8. Trusts extinguished, etc.—(1) On the vesting in the trustees of the real and personal property of the Board pursuant to section 5 of this Act—

- (a) The trusts upon which the property vested was held by the Board shall be extinguished; and
- (b) The property shall be held by the trustees upon the trusts and with the powers declared in the trust deed; and
- (c) The Board and its members and the Anglican Church in Aotearoa, New Zealand and Polynesia shall be released and discharged from the obligations and duties imposed on them by the Crown grants or from any liabilities or obligations owed to third persons.

(2) The trustees shall have the power to pay, out of the property referred to in subsection (1) of this section, all costs and expenses incurred by the Board and the trustees in connection with the establishment of the trusts declared in the trust deed, the transfer of the property consequent upon the vesting in the trustees, and the promotion of this Act.

9. Saving as to further entitlements—(1) Notwithstanding anything contained in the trust deed, if, after the date of commencement of this Act, any other hapu or iwi obtains a decision from the Waitangi Tribunal, the Maori Appellate Court, the High Court of New Zealand, or any other Court of competent jurisdiction declaring that persons who were members of such hapu or iwi were original owners of the land the subject of the Crown grants, the provisions of the trust deed shall apply *mutatis mutandis* to any person who is able to illustrate a direct line of descent by Whakapapa from the persons named or identified in any such decision.

(2) The percentages of entitlements as to distribution in the trust deed between the various tribes shall be adjusted to accord with any such decision of the Waitangi Tribunal, the Maori Appellate Court, the High Court of New Zealand, or any other Court of competent jurisdiction.

(3) If such a decision is made in favour of any other hapu or iwi, such hapu or iwi shall be entitled to appoint 1 member to the Board appointed under the trust deed; and the provisions as to the term of appointment of Board members shall apply *mutatis mutandis* to such appointed member.

(4) The provisions of this Act shall not affect the entitlement of any person, hapu, or iwi to bring or continue a claim before the Waitangi Tribunal, the Maori Appellate Court, the High Court of New Zealand, or any other Court of competent

jurisdiction seeking to have a right or entitlement in respect of the lands the subject of the Crown grants recognised by such Tribunal or Court.

(5) The provisions of this Act shall not terminate any claim that Ngati Rarua and Te Atiawa manawhenua ki Motueka iwi may now have or may in future make for compensation or other relief to the Waitangi Tribunal against the Crown.

10. Review of trustees' decisions as to beneficiaries— Any decision made by the trustees pursuant to a power contained in the trust deed conferring upon the trustees a decision-making power as to who is to be entitled to be a beneficiary of the trust shall at all times be subject to the review of the High Court of New Zealand on the application of any person affected directly or indirectly by such decision.

11. Vesting of assets of permanent trusts—(1) On the commencement of this section—

- (a) All real and personal property held, administered or owned by the Board on trust for or on behalf of the permanent trusts described in the Fourth Schedule to this Act shall be deemed to have become vested in the Nelson Diocesan Trust Board for the charitable social service purposes of the Diocese of Nelson:
- (b) All money payable to the Board in relation to any such property shall be deemed to have become payable to the Nelson Diocesan Trust Board for the charitable social service purposes of the Diocese of Nelson:
- (c) All liabilities, contracts, and engagements, and all rights, authorities, and duties of any nature whatever, of the Board in relation to any such property shall be deemed to have become liabilities, contracts, engagements, rights, authorities, and duties of the Nelson Diocesan Trust Board.

(2) Subject to subsection (4) of this section, the District Land Registrar of the Nelson Land Registration District, on receiving a written request from the trustees, incorporating a reference to this section, shall make such entries in the registers and on any outstanding documents of title and generally do all such things as may be necessary to give effect to the provisions of subsection (1) of this section in respect of land and interests in land vested by subsection (1) of this section in the Nelson Diocesan Trust Board.

(3) All references to the Board in any security, deed, testamentary instrument, or other document whatever relating to real or personal property vested by subsection (1) of this section in the Nelson Diocesan Trust Board and which is subsisting immediately before the date of commencement of this section, or in any notice or other communication served, given, or sent before, on, or after the date in relation to any such security, deed, testamentary instrument, or other document shall, unless the context otherwise requires, be read as references to the Nelson Diocesan Trust Board.

(4) No Registrar of Deeds or District Land Registrar or any other person charged with the keeping of any books or registers shall be obliged, solely by the provisions of this section, to change the name of the Board to that of the Nelson Diocesan Trust Board in respect of any real or personal property vested in the Nelson Diocesan Trust Board by the provisions of subsection (1) of this section in any books or registers or in any document in his or her charge; but the presentation to any such Registrar or other person of any instrument—

- (a) Executed or purporting to be executed by the Nelson Diocesan Trust Board; and
- (b) Relating to any property held, immediately before the commencement of this section, by the Board; and
- (c) Containing a recital that the property has become vested in the Nelson Diocesan Trust Board by virtue of the provisions of this section—

shall, in the absence of proof to the contrary, be sufficient evidence that the property is vested in the Nelson Diocesan Trust Board.

(5) Except as provided in subsections (3) and (4) of this section, nothing in this section shall derogate from the provisions of the Land Transfer Act 1952.

12. Actions, etc., by or against Board not to abate—

(1) This section shall apply to—

- (a) Any action, arbitration, or proceeding or cause of action, arbitration, or proceeding which, immediately before the date of commencement of this section, was pending or existing, by, against, or in favour of, the Board in relation to any property to which section 11 of this Act applies:
- (b) Any cause of action, arbitration, or proceeding, by, against, or in favour of, the Board arising on or after the date of commencement of this section but arising

out of a contract made by the Board before that date in respect of anything done or omitted to be done by the Board before that date in relation to any property to which section 11 of this Act applies.

(2) Any action, arbitration, or proceeding and any cause of action, arbitration, or proceeding to which this section applies shall not abate or be discontinued or be in any way prejudicially affected by reason of the provisions of this Act, but the same may be prosecuted and, without amendment of any writ, pleading, or other document, continued and enforced by, against, or in favour of the Nelson Diocesan Trust Board in its own name as and when it might have been prosecuted, continued, and enforced by, against, or in favour of, the Board if this Act had not been passed.

13. Taxation and duties provisions—The vesting in the Nelson Diocesan Trust Board, by section 11 of this Act, of the real and personal property of the Board vested by section 11 of this Act, and anything done by the Board or the Nelson Diocesan Trust Board to give effect to such vesting—

- (a) Shall not, for the purposes of the Goods and Services Tax Act 1985, be treated as a supply of any goods and services:
- (b) Shall not, for the purposes of the Stamp and Cheque Duties Act 1971, be treated as a conveyance of any property:
- (c) Shall not, for the purposes of the Estate and Gift Duties Act 1968, be treated as a dutiable gift.

14. Obligations discharged—On the vesting in the Nelson Diocesan Trust Board of the real and personal property of the Board pursuant to section 11 of this Act, the Anglican Church in Aotearoa, New Zealand and Polynesia and the Board shall be released and discharged from the obligations and duties imposed on them by the former objects of the permanent trusts or from any liabilities or obligations to third persons arising out of those former objects.

15. Dissolution of Whakarewa School Trust Board—On the date of commencement of this Act the Board shall be dissolved.

16. Private Act—This Act is hereby declared to be a private Act.

SCHEDULES

Sections 5, 9

FIRST SCHEDULE

LAND SUBJECT OF CROWN GRANTS

All those pieces of land situated in the Nelson Land Registration District described as follows:

<i>Certificates of Title</i>	<i>Legal Descriptions</i>	<i>Areas</i>
Balance 62/34 (Limited as to parcels)	Part Sections 220 and 241 District of Motueka, more particularly being Lots 1, 2, 3, 4 and 5 DP 2554 and Lots 1 and 2 DP 2711	35.8589 ha
4D/412	Reserve J being part of the land on DP 3229	1.8610 ha
Balance 93/102	Reserve K being part of the land on DP 3229 and all the land on DP 3264	44.3085 ha
Balance 93/208	Lots 2, 5 and 6 and part Lot 3 DP 3295	10.8729 ha
Balance 93/125	All the land on DP 3001	1074 m ²
Balance 95/10	Lots 12, 13 and 14 DP 3257	15.5320 ha
4D/286	Lot 1 DP 2879	809 m ²
4D/285	Lot 2 DP 2879	809 m ²
5C/136	Lot 2 DP 3230	9788 m ²
4D/414	Lot 3 DP 3230	7.8888 ha
4D/276	Lot 4 DP 3230	8.3694 ha
4D/277	Part Lot 5 DP 3230	8.2141 ha
5B/92	Part Lot 6 DP 3230	11.3499 ha
4D/1251	Part Lot 8 DP 3230	13.1778 ha
5C/199	Lot 9 DP 3230	62.2710 ha
5C/200	Lot 10 DP 3230	82.8796 ha
4D/1187	Lot 11 DP 3230	5.3342 ha
5C/137	Lot 12 DP 3230	8852 m ²
5C/138	Lot 13 DP 3230	3035 m ²
Balance 2B/978	All the land on DP 4459	1198 m ²
3A/1151	Lot 5 DP 3257	811 m ²
3A/650	Part Lots 7 and 8 DP 3257	3.1444 ha
3A/505	Part Lot 2 DP 3266	895 m ²
3A/653	Part Lot 3 DP 3266	1.1232 ha
5A/881	Part Lot 6 DP 3266	1.8703 ha
4D/415	Part Lot 7 DP 3266	9940 m ²
Balance 2A/616	Part Lot 10 and Lot 12 DP 3266	17.9581 ha
4D/150	Lot 1 DP 3295	3.2349 ha
4D/539	Lot 4 DP 3295	6.6393 ha
4D/571	Lot 1 DP 3296	8126 m ²
5A/877	Lot 2 DP 3296	2.4994 ha
3D/688	Lot 1 DP 3308	847 m ²
3D/689	Lot 2 DP 3308	809 m ²
9A/132	Part Lot 1 DP 3313	6.8290 ha
9A/133	Lot 2 DP 3313	13.3243 ha
3A/1104	Lot 1 DP 3525	1181 m ²
4D/279	Lot 2 DP 3525	1029 m ²
5A/16	Lot 7 DP 3525	1203 m ²

FIRST SCHEDULE—*continued*
LAND SUBJECT OF CROWN GRANTS—*continued*

<i>Certificates of Title</i>	<i>Legal Descriptions</i>	<i>Areas</i>
5A/17	Lot 8 DP 3525	1269 m ²
4D/281	Lot 3 DP 3903	905 m ²
4D/544	Lot 6 DP 3903	905 m ²
4D/283	Lot 7 DP 3903	905 m ²
4D/282	Lot 8 DP 3903	905 m ²
3A/1224	Lot 1 DP 3904	811 m ²
4D/541	All the land on DP 3983	1011 m ²
3D/695	Lot 3 DP 3995	809 m ²
5C/143	Lot 1 DP 4252	1611 m ²
5C/144	Lot 2 DP 4252	827 m ²
5C/145	Lot 3 DP 4252	819 m ²
5C/186	Lot 4 DP 4252	801 m ²
5C/187	Lot 5 DP 4252	809 m ²
5C/188	Lot 6 DP 4252	809 m ²
5C/178	Lot 8 DP 4252	801 m ²
5C/179	Lot 9 DP 4252	809 m ²
3A/836	Lot 10 DP 4252	930 m ²
5C/180	Lot 11 DP 4252	928 m ²
5C/181	Lot 12 DP 4252	809 m ²
4D/275	Lot 13 DP 4252	809 m ²
5C/182	Lot 14 DP 4252	809 m ²
5C/184	Lot 16 DP 4252	809 m ²
5A/483	All the land on DP 4410	978 m ²
5A/882	Lot 1 DP 4557	794 m ²
5A/883	Lot 2 DP 4557	809 m ²
5A/884	Lot 3 DP 4557	809 m ²
5C/165	Lot 5 DP 4683	799 m ²
5C/166	Lot 6 DP 4683	799 m ²
5C/167	Lot 7 DP 4683	799 m ²
5C/168	Lot 8 DP 4683	799 m ²
5C/169	Lot 9 DP 4683	804 m ²
5C/171	Lot 11 DP 4683	811 m ²
5C/172	Lot 12 DP 4683	811 m ²
5C/174	Lot 14 DP 4683	811 m ²
3B/1087	Lot 16 DP 4683	870 m ²
5C/176	Lot 17 DP 4683	867 m ²
4B/1029	Lot 2 DP 4783 and Lot 1 DP 8559	1027 m ²
4B/1030	Part Lot 1 DP 4783	738 m ²
5C/161	Lots 10 and 11 DP 4766	809 m ²
4D/288	Lots 8 and 13 DP 4766	809 m ²
5C/160	Lots 9 and 12 DP 4766	809 m ²
5C/159	Lots 7 and 14 DP 4766	809 m ²
5C/155	Lots 3 and 18 DP 4766	808 m ²
5C/142	Lot 1 DP 4784	1907 m ²
7B/1384	Lots 1, 2, 3, 4, 5, 6, 7 and 8 DP 5045	9529 m ²
5A/930	Lot 3 DP 5101	948 m ²
5A/935	Lot 8 DP 5101	918 m ²
5A/932	Lot 5 DP 5101	935 m ²

FIRST SCHEDULE—*continued*
LAND SUBJECT OF CROWN GRANTS—*continued*

<i>Certificates of Title</i>	<i>Legal Descriptions</i>	<i>Areas</i>
5A/931	Lot 4 DP 5101	943 m ²
5A/929	Lot 2 DP 5101	956 m ²
5C/147	Lot 2 DP 5148	814 m ²
5C/148	Lot 3 DP 5148	814 m ²
5C/150	Lot 5 DP 5148	814 m ²
5C/151	Lot 6 DP 5148	814 m ²
5C/152	Lot 7 DP 5148	814 m ²
5C/153	Lot 8 DP 5148	814 m ²
5C/154	Lot 9 DP 5148	819 m ²
5C/191	Lot 11 DP 5148	801 m ²
5C/194	Lot 14 DP 5148	801 m ²
5C/195	Lot 15 DP 5148	801 m ²
5C/197	Lot 17 DP 5148	801 m ²
5C/198	Lot 18 DP 5148	796 m ²
8A/89	Lot 1 DP 5293	400 m ²
4B/1323	Lot 2 DP 5504	938 m ²
8B/973	Lot 1 DP 5558	1454 m ²
142/66	Lot 1 DP 5671	8093 m ²
4D/393	Lot 2 DP 5790	1047 m ²
3A/506	Lot 4 DP 5790	341 m ²
3A/649	Lot 6 DP 5790	1.3119 ha
5C/209	Lot 1 DP 6563	3252 m ²
5C/204	Lot 2 DP 6563	781 m ²
5C/205	Lot 3 DP 6563	809 m ²
6C/1018	Lot 1 DP 7430	966 m ²
3D/166	Lot 1 DP 8048	809 m ²
3D/167	Lot 2 DP 8048	809 m ²
3D/169	Lot 4 DP 8048	1107 m ²
4D/1070	Lot 1 DP 8312	6553 m ²
4C/827	Lot 1 DP 9340	3130 m ²
8B/974	Part Lot 2 DP 9340	4.0532 ha
8B/1058	Lot 3 DP 9340	10.2080 ha
5A/876	Lot 1 DP 9736	1395 m ²
7B/146	Lot 2 DP 11984	2.3679 ha
7B/1377	Lot 1 DP 12355	884 m ²
7B/1378	Lot 2 DP 12355	888 m ²
7B/1379	Lot 3 DP 12355	1029 m ²
8B/972	Lot 1 DP 12379	11.2495 ha
7C/813	Lot 1 DP 12476	2374 m ²
7C/814	Lot 2 DP 12476	7475 m ²
7C/815	Lot 3 DP 12476	3808 m ²
7C/816	Lot 4 DP 12476	874 m ²
7C/817	Lot 5 DP 12476	803 m ²
7C/819	Lot 7 DP 12476	1428 m ²
7C/820	Lot 8 DP 12476	1520 m ²
7C/1270	Lot 1 DP 12624	3.9890 ha
7C/1271	Lot 2 DP 12624	3865 m ²
3D/696	Lot 10 DP 3257	2.9233 ha

SECOND SCHEDULE

Sections 2, 9

NAMES OF ORIGINAL MAORI OWNERS OF LAND SUBJECT OF CROWN
GRANTS

NGATI RARUA

Ngapiko	Pinanui Teiti
Te Iti	Kahuraupo Poria
Hone te Paki	Te Mate Kaipuke
Tepiu te Ramu	Parehinga Awatea
Herehere Ngapiko	Taare te Ahimanawa
Tamihana Mokoera	Hakopa Hotu
Kawi te Kokora	Te Hemara te Totohi
Te Neuhanga Mokoera	Titiaeho
Pita Pehitaka	
Hokipera Rangitapua	Tana Maui
Mihiata Rangipokere	Tana Pukekohatu
Hohaia te Kahawai	Ripeka Wera
Apo	Ripeka Hikoia
Rama Mokoera	Te Waharau Tana
Aperahama Panakenake	Rina Ruka
Tamaranga	Hemi te Huahua
Ruka Tikawe	Makereta wi te Koiri
Ihaka te Mere	Ruka Tapiu
Rangirangi	Hemi Tana
Ko Ihu	Raniera Pukekohatu
Himiona te Whakapu	Heteraka Pahitahi
Miriama te Ahihurahura	Hona te Apoapo
Harepeka te Rapehi	Reihara Huritapae
Rota to Okoiro	Pikiwhara
	Hipara te Ruaki
Riwai Ngapaki	Whaipuuru
Te Poa Karoro	Rahira te Whakapu
Wakarongotai	Te Rewa
Pene te Poa	
Hara te Hui	Hamiora Pito
Kapurangi	Te Papa
Te Hauiti	
Mata te Utakau	Rakapa Pihere
Rokia Henare	Mere te Waikaha
Roka Tamati	Paretene Kaipara
Riria Muku	Hohepa Tongarewa
Riria te Ua	Riria Tatari
Pita Taitea	Tiraueke Mio
Kiti Poutama	Harata Kirihau
Poria	Roka Rangikaihinu
Reweti Moka	Takerei te Whareaitu
Himiona Raukawa	Turu
Pahupahu	Mahona Wahaeamuri
Te Haranui te Naihi	Ruhira Mahona
Werohia	Ngauru
Te Maro	Hinekino
Te Mira Ngawhika	Aperhama te Weta
Rahapa te Poa	Hikaka
Waikahinga	Kikari

SECOND SCHEDULE—*continued*NAMES OF ORIGINAL MAORI OWNERS OF LAND SUBJECT OF CROWN
GRANTS—*continued*

ATIAWA

Rangiauru	Te Toi
Hoera Rangiauru	Hana te Unuhi
Haimona Rangiauru	Te Rei Nganiho
Piripi Rangiauru	Raharuhi
Hohaia Rangiauru	Matiu Huriwhare
Mere Nako	Oriwia te Rei
Tame te Maepa	Ripara
Te Katara	

THIRD SCHEDULE

Sections 2, 3, 4, 8, 9, 10

DEED OF TRUST DATED THE 7TH DAY OF MAY 1993

PARTIES:

1. APERAHAMA STAFFORD of Wairau Pa, Retired
2. NICHOLAS McDONALD of Wairau Pa, Retired
3. BARRY MATTHEW MASON of Blenheim, Chartered Accountant
4. MAUI JOHN MITCHELL of Nelson, Researcher
5. MARGARET ANNE WILLS of Picton, Social Worker
(hereinafter called "the Trustees")

RECITALS:

WHEREAS certain lands described in the First Schedule to this Deed were purported to be the subject of Crown Grants dated 25th July 1853 and 4th August 1853 containing respectively 660 acres or thereabouts and 418 acres 10 perches or thereabouts such grants having been made to the then Bishop of New Zealand of the Anglican Church for the purposes of establishing a school for the education of children of all races and of children of other poor and destitute persons being inhabitants of islands in the Pacific Ocean and for the support of that school so long as religious education, industrial training and instruction in the English language was given to the youth educated at that school:

AND WHEREAS no compensation was paid to the then Maori owners for appropriation of their lands the subject of the grants:

AND WHEREAS no school has ever been erected on the said lands but a school has operated intermittently supported by income earned from the said lands and no such school has operated at all since 1952:

AND WHEREAS the Whakarewa School Trust Board is an Anglican Church Trust incorporated in 1907 under the Religious, Charitable and Educational Trust Boards Incorporation Act 1884 with the spelling of Wakarewa School Trust Board and administrators (pursuant to the terms of the Trusts established by the said Crown Grants dated 25th July 1853 and 4th August 1853) the original land assets particularly located at Whakarewa but also other land and assets acquired by the Anglican Church or the Whakarewa School Trust Board subsequent to the said grants in the Nelson and Motueka districts:

AND WHEREAS the Anglican Church accepts that particularly having regard to the principles embodied in the Treaty of Waitangi it is now just and desirable to re-vest the assets in a charitable trust for the benefit of the descendants of the original Maori owners of the said lands:

AND WHEREAS the original owners were established by Land Commissioner Spain in 1845 to be members of the Ngati Rarua and Te Atiawa manawhenua ki Motueka iwi and the full names of the then Maori owners were listed in judgments of the Maori Land Court delivered in 1892 and 1893 regarding the Nelson Tenths Reserves as set forth in the Second Schedule to this Deed:

AND WHEREAS it is desired in accordance with the general purposes of the Anglican Church Trusts Act 1981 to establish a Trust of a charitable nature to receive the vesting only of the original lands the subject of the grants and other assets related to those lands from the Whakarewa School Trust Board on behalf of the Ngati Rarua and Te Atiawa manawhenua ki Motueka iwi:

THIRD SCHEDULE—*continued*DEED OF TRUST DATED THE 7TH DAY OF MAY 1993—*continued***NOW THIS DEED WITNESSETH** as follows:**TRUST PROPERTY**

1. In this Deed the expression “the Trust property” means the lands described in the First Schedule to this Deed and any further property which may hereafter be acquired by the Trustees for the purposes of the trusts declared in this Deed and all property from time to time derived from or representing any of such lands, monies, investments or further property.

BENEFICIARIES

2. The beneficiaries of this Trust shall be those Maori people comprising members of the Ngati Rarua and Te Atiawa manawhenua ki Motueka tribes who can establish a direct lineal descent (by birth or adoption including either formal legal adoption or customary Maori adoption) from the persons listed in the Second Schedule hereto being the original owners of the lands the subject of the Crown Grants dated 25th July 1853 and 4th August 1853 (such owners being listed in 1845 by Land Commissioner Spain and found in judgments of the Maori Land Court delivered in 1892) and their descendants and families and in this Deed the expression “beneficiaries” includes all or any of such persons and the expression “beneficiary” has a corresponding meaning.

TRUST

3. The Trustees declare that they shall hold the Trust property UPON TRUST to promote the education, vocational training, economic development, health, religious and spiritual welfare (including the promotion of Maoritanga), social services, hospital and residential care of beneficiaries and the relief of poverty and provision of social support and care for indigent or impoverished beneficiaries in each case in New Zealand.

POWERS

4. To achieve the aforesaid objects and trusts the Trustees shall have power to do all or any of the following in New Zealand:
 - (a) The establishment, maintenance and development of Marae:
 - (b) The training and education of children, adolescents and all other members entitled to be considered beneficiaries in the Trust:
 - (c) The provision of housing for elderly, infirm, handicapped or generally for other beneficiaries:
 - (d) The provision of scholarships and financial support for beneficiaries for educational, vocational or sporting purposes:
 - (e) The provision of support for sporting endeavours or outdoor pursuits for any beneficiaries of the Trust:
 - (f) The advancement of the cultural activities, needs or aspirations of any of the beneficiaries:
 - (g) Advancement of Maoritanga amongst the beneficiaries:
 - (h) Maintenance or improvement of the health, physical or mental, of the beneficiaries including the making of grants or loans towards the provision of medical, hospital, nursing and dental services:

THIRD SCHEDULE—*continued*DEED OF TRUST DATED THE 7TH DAY OF MAY 1993—*continued*

- (i) The provision of grants, donations, koha and funeral expenses relating to any of the beneficiaries or in a representative capacity on behalf of the beneficiaries:
- (j) Relief of poverty and the making of grants or loans towards the relief of indigence or distress:
- (k) Maintenance and improvement of the role of Maori women beneficiaries:
- (l) To construct, establish, manage, maintain, repair or improve Maori Churches, Church Halls, Cemeteries, Urupa and other religious facilities and institutions and to manage and preserve Wahi Tapu and subsidise or make grants or loans towards the provision of such things:
- (m) To make grants or loans to funds established or bodies formed for the promotion of the education of the beneficiaries or for the beneficiaries to obtain training or practical experience necessary or desirable for any trade or occupation:
- (n) To provide books, clothing and other equipment for beneficiaries and to make grants for such purpose:
- (o) To make grants or loans generally for the purpose of assisting with the educational training of beneficiaries for any employment or vocation:
- (p) To provide, maintain or contribute towards the cost of residential accommodation for beneficiaries in relation to their educational training:
- (q) To assist in meeting the costs of iwi development, research and establishment or support of iwi claims:
- (r) To subsidise or make grants or loans for Housing Schemes for the beneficiaries whether on ancestral lands or elsewhere:
- (s) To provide, subsidise or make grants or loans towards the provision of water supplies, sanitation works, drainage and electrical installations for the benefit of the beneficiaries.

ANCILLARY POWERS

5. The Trustees shall also have power in New Zealand:

- (a) To purchase, erect, build, take on lease or licence or otherwise obtain a use or occupation of any real or personal property of any description:
- (b) To manage, extend, improve, develop, alter, maintain or repair such property:
- (c) To sell, let, lease, donate or otherwise dispose of such property provided that the lands the subject of the original grants shall not be subject to this power with the intent that any such dealing with such lands must be dealt with by general meeting of the beneficiaries:
- (d) To accept custody, control and management of any real or personal property which may be bequeathed or donated to the Trust and to carry out any Trusts attached to gifts or bequests for the benefit of the Trust:

THIRD SCHEDULE—*continued*DEED OF TRUST DATED THE 7TH DAY OF MAY 1993—*continued*

- (e) To invest all or any monies held by the Trust in and upon investments authorised by the law for the time being in force in New Zealand for the investment by the Trustees in Trust Funds:
- (f) To adopt such means as the Trust may from time to time determine for the purpose of raising money and for obtaining property for the furtherance of the objects of the Trust and to accept contributions, collections, donations, legacies, devises, gifts, grants and subsidies for the furtherance of the objects of the Trust:
- (g) To borrow or raise money for the furtherance of the aforesaid objects:
- (h) To secure in such manner as the Trust should think fit the repayment of any monies borrowed or raised by the Trust and in particular by the issue of debentures or debenture stock, perpetual or otherwise charged upon all or any of the property of the Trust, both present and future and to give and execute in the prescribed manner mortgages and debentures or other instruments as security for such repayment and to pay off, redeem or purchase any such securities:
- (i) To draw, make, accept, endorse, discount, execute and issue promissory notes, cheques, bills of exchange, warrants and other negotiable securities or transferable instruments:
- (j) To enter into, seal, execute and perform all agreements, deeds and documents and to do all such other things, acts, deeds or matters as shall be necessary incidental or conducive to the attainment of any of the foregoing objects:
- (k) To employ staff to assist in the work of the Trust at such wages and on such terms whether by contract or otherwise as may be deemed expedient by the Trust for the time being and to obtain and pay for professional and other advice and services as is deemed necessary for the Trust:
- (l) To institute, initiate, take or defend and compromise or abandon any legal proceedings or other claims involving the property, rights or affairs of the Trust or the iwi members who are beneficiaries of the Trust:
- (m) To pay all or any of the expenses incurred in and in connection with the incorporation and establishment of the Trust:
- (n) To acquire and hold whatever leases, quota, licences or other forms of legal interest may be required for the attainment of the objects aforesaid:
- (o) To do all such other acts or things as are incidental to or will further the attainment of the foregoing objects or any of them:
- (p) To amalgamate or enter into partnership or into any arrangement for sharing of profits, union of interests, co-operation, joint venture, reciprocal concession or otherwise, with any person hapu or iwi or company carrying on or engaged in or about to carry on or engage in any business or transaction which the Trustees are authorised to carry on or engage in, or business or transaction capable of being

THIRD SCHEDULE—*continued*DEED OF TRUST DATED THE 7TH DAY OF MAY 1993—*continued*

conducted so as directly or indirectly to benefit the Trust property or to benefit the objects of this Trust:

- (q) To enter into any arrangements with any Governmental authority, supreme, municipal, local or otherwise, that may seem to benefit the Trust property or to promote the objects of the Trust and to obtain from any such Governmental or authority any rights, privileges, and concessions which the Trustees may think it desirable to obtain; and to carry out, exercise, and comply with any such arrangements, rights, privileges, and concessions.

INTERPRETATION

6. The powers set forth in the subclauses of clauses 4 and 5 hereof are set forth by way of illustration only and are not in any way restrictive of the powers of the Trustee who shall have full power to do anything and everything that in their opinion may be directly or indirectly conducive to attainment of the objects set forth in clause 3 hereof. None of the said powers set forth in any of the subclauses of clauses 4 or 5 shall be in any way limited or restricted by reference to or inferences from the terms of any other clause or by the order in which they appear and none of them shall be deemed subsidiary or ancillary to any other clause or power. In the event of any ambiguity the said clauses and this clause shall be construed in the most liberal way so as to widen and not restrict the powers of the Trustees in the attainment and mode of attainment of the objects set forth in clause 3 hereof.

ROLL OF BENEFICIARIES

7. (a) A roll of beneficiaries shall be prepared in the form of a register to be kept by the Board at its registered office. Such roll shall be prepared by reference to Whakapapa which must be able to illustrate a direct line of descent (by birth or adoption including either formal legal adoption or customary Maori adoption) from the persons whose names are set forth in the Second Schedule hereto. Any member of the Ngati Rarua or Te Atiawa manawhenua ki Motueka iwi who is able to establish by Whakapapa direct lineal descent (by birth or adoption including either formal legal adoption or customary Maori adoption) from those persons named in the Second Schedule shall be entitled to be listed on the said roll.
- (b) Any names may be included, added to or removed from the said roll by the Board in its absolute discretion on the basis of the evidence of Whakapapa presented to it from time to time (and the Board in exercising that discretion shall also have the power in its sole discretion to accept or reject any evidence of customary Maori adoption enabling a person to be registered on the Roll).
- (c) Any member whose name appears on the said Roll shall be entitled to be considered a beneficiary in accordance with the provisions of this Deed and if of or over the age of 18 years shall be entitled to vote in accordance with the provisions of this Deed.
- (d) It shall be the obligation of such beneficiary to notify the Secretary of his or her address and the Secretary shall only be required to

THIRD SCHEDULE—*continued*DEED OF TRUST DATED THE 7TH DAY OF MAY 1993—*continued*

send notices required by these Rules to the address for that beneficiary recorded on the Roll.

RIGHTS OF TRUSTEES8. *Trustees emolument and expenses—*

- (a) The trustees shall be entitled to be paid an emolument for their services to the Trust Board such emolument to be fixed by resolution of the Annual General Meeting of the beneficiaries. Such emolument and the method of calculating of same shall be fixed by simple majority of the beneficiaries present at the Annual General Meeting.
- (b) The trustees shall be entitled to be reimbursed in full for all their travelling expenses and accommodation expenses involved in attending trustees meetings or otherwise attending to Trust business. Such expenses shall be approved by the Board of the Trust and shall be reported by way of annual accounts to the beneficiaries.
- (c) A trustee shall not be prevented by reason only of his or her trusteeship from being a beneficiary hereunder but shall not take part in any discussion by the trustees or vote on any question in which he or she or his or her spouse or child has a direct material or pecuniary interest as a beneficiary which is particular to him or her in a manner different from the interests of the beneficiaries generally nor shall he or she be counted in the quorum present at the meeting when any such question is decided.

ACCOUNTS

9. The Board shall cause proper books of account to be kept in which shall be kept full true and complete accounts of the affairs and transactions for the Board. The books of account shall be kept at the Board's office or at such other place or places as the members think fit and shall be always be open to the inspection of any member of the Board.

CONSTITUTION OF BOARD OF TRUST

10. A Trust Board (hereinafter called "the Board") will be established called the "Ngati Rarua-Atiawa Iwi Trust Board" to administer the Trust in all respects and the membership of the Board shall be made up as follows:
 - (a) There shall be ten members of the Board (who shall be the Trustees for the purposes of this Deed) the membership of the Board being comprised as follows:
 - i. A minimum of four members being appointed by a hui called publicly for that purpose for members of the Ngati Rarua iwi to represent the Ngati Rarua iwi on a poll basis of those present and voting at the hui:
 - ii. One member being appointed by a hui called publicly for that purpose for members of the Te Atiawa manawhenua ki Motueka iwi to represent the Te Atiawa manawhenua ki

THIRD SCHEDULE—*continued*DEED OF TRUST DATED THE 7TH DAY OF MAY 1993—*continued*

Motueka iwi on a poll basis of those present and voting at the hui:

- iii. Three other members being appointed by a hui called publicly amongst all members of Ngati Rarua and Te Atiawa manawhenua ki Motueka on a poll basis of those present and voting at the hui provided that the three members appointed under this subclause do not need to be members of the Ngati Rarua or Te Atiawa manawhenua ki Motueka iwi:
 - iv. The Board shall have power to appoint two more members whose terms of office shall be for one year provided that the two members appointed under this subclause do not need to be members of the Ngati Rarua or Te Atiawa manawhenua ki Motueka iwi.
- (b) The first persons to be appointed under clause 10 (a) (i) to (iii) inclusive shall be:
- Paul Te Poa Kararoa Morgan*
Robert Pinehia Stephens
Amoroa Luke
Russell James Thomas
Robert Michael Takarangi Park
Barry Matthew Mason
John Te Rangi Okiwa Morgan
Nicholas McDonald
- (c) The first five named members of the Board shall initially hold office for a period of 2 years with their replacements being appointed under the procedure in clause 10 (a) (i) and (ii). Thereafter the next three members named in clause 10 (b) shall hold office for one further year with their replacements being appointed under the procedure in clause 10 (a) (iii). Thereafter members appointed under clause 10 (a) (i), (ii) and (iii) shall hold office for a period of three years from their individual appointment date.
- (d) On or before such third anniversary date or any vacancy occurring:
- i. Members appointed under subclause (b) of this clause shall either be re-appointed as Board members subject to their consent or some other person in place of the retiring appointee shall be appointed, such appointments to be made by appointment as to the four members entitled to be appointed by Ngati Rarua and one entitled to be appointed by Te Atiawa manawhenua ki Motueka by those iwi respectively following the same procedure as is set forth in subclause (a) (i) and (ii) of this clause.
 - ii. The other elected members shall similarly be elected following the same procedure as is set forth in subclause (a) (iii) of this clause.
- (e) The office of a member of the Board shall become vacant if:
- i. he or she resigns office; or
 - ii. he or she becomes bankrupt or insolvent; or

THIRD SCHEDULE—*continued*DEED OF TRUST DATED THE 7TH DAY OF MAY 1993—*continued*

- iii. he or she becomes of unsound mind; or
- iv. he or she is convicted of an indictable offence; or
- v. he or she is absent from New Zealand for a period of twelve months without obtaining leave of absence from other members; or
- vi. he or she is absent from three consecutive Board meetings without apologies being received and recorded by the Board; or
- vii. he or she dies; or
- viii. in the opinion of all other members of the Board so expressed by formal Resolution is for any reason unfit to carry out his or her duties as a member of the Board.

ANNUAL GENERAL MEETING AND SPECIAL GENERAL MEETINGS

11. (a) An Annual General Meeting of beneficiaries shall be held each year within 4 months of the end of the financial year. Such meeting will be held at a time and place to be fixed by the Board and shall be notified by public notice in daily newspapers circulating in the Nelson and Marlborough regions on at least 2 occasions not less than 10 days apart, the second of which notices shall be given not less than 10 days prior to the said meeting.
- (b) A special general meeting may be called by resolution of the Board or by a notice signed by 10 beneficiaries being delivered to the Secretary which notice shall specify in writing the subject matter of the meeting. Notice in writing shall be given by the Secretary to all beneficiaries listed on the roll of beneficiaries of such meeting being called and its proposed subject matter. Such notices shall be posted no later than 10 days prior to the date of the meeting.

THE REGISTERED OFFICE

12. The initial registered office of the Trust shall be at West, Yates of Nelson, Chartered Accountants or such other place as the Board may from time to time appoint.

PROCEEDINGS OF THE BOARD

13. (a) The members of the Board shall meet for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions at any meeting shall be decided by a majority of votes. In the absence of an inequality of votes the Chairman shall have a second or casting vote.
- (b) Any two members may on requisition in writing and the Secretary on requisition of the two members shall at any time summon a meeting of the Board. It shall not be necessary to give notice of a meeting of the Board to any member for the time being absent from New Zealand.
- (c) The quorum necessary for the transaction of the business of the Board shall be no less than 4.

THIRD SCHEDULE—*continued*DEED OF TRUST DATED THE 7TH DAY OF MAY 1993—*continued*

- (d) The continuing members may act notwithstanding any vacancy in the body so long as the number is not reduced below the number fixed as the quorum.
- (e) The first Chairman and Deputy Chairman of the Board shall be elected at the first meeting of the Board. The Chairman and Deputy Chairman shall each hold office thereafter for their respective terms of office as a member of the Board. If at any meeting the Chairman is not present within five minutes after the time appointed for holding the meeting, the Deputy Chairman shall chair the meeting and in the event of his or her absence the members present may choose one of their number to be Chairman.
- (f) The members may delegate any of their powers to committees consisting of such members of their body as they think fit and in so doing shall appoint a Chairperson for such Committee. Any committee so formed shall in the exercise of the powers so delegated conform to the requirements that may be imposed on it by the delegation from the Board. Any such Committee shall not have power to bind the Board unless that power is specifically delegated by the Board by resolution. Any committee shall, subject to the approval of the Board, have the power to co-opt suitable persons not being members of the Board as members of such committee. Any co-opted members of such a Committee shall be entitled to be paid the same emolument on a daily basis as a Board member would receive and shall be entitled to reimbursement of travel and accommodation expenses as approved by the Board.
- (g) A resolution in writing signed by all members for the time being entitled to receive a Notice of a Meeting of Members of the Board shall be as valid and effectual as if it had been passed at a meeting of the members duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more members and such documents may be in bureau facsimile form.
- (h) All proceedings of members shall be recorded in the form of Minutes in a proper Minute Book.
- (i) A meeting may be held by telephone conference call.

APPOINTMENT OF OFFICERS

- 14. (a) The Board may from time to time appoint a secretary and such other officers and servants as are considered necessary for the exercise and performance of the functions and powers of the Board and may pay such salaries and allowances as it thinks fit. The Board shall have power to dismiss any such persons so appointed.
- (b) The first secretary shall be ROBERT PETER SHORE and he shall preside at the inaugural meeting of the Board to enable election of the Chairman under clause 13 (e) of this Deed.

THIRD SCHEDULE—*continued*DEED OF TRUST DATED THE 7TH DAY OF MAY 1993—*continued***DISTRIBUTIONS**

15. (a) Without it being a binding Trust upon the Trustees it is recorded that the intent of this Deed is that annual profits shall be revealed to all beneficiaries at the Annual General Meeting. The Board shall recommend to the Annual General Meeting the percentage of such profits to be allocated to distributions to the respective iwi for the purposes set forth in clauses 3, 4 and 5 hereof and no vote by the beneficiaries of such profit allocation shall exceed the percentage recommended by the Board.
- (b) Any distribution of funds made for the purposes of clauses 3, 4 and 5 hereof shall be made on such a basis that there is a division in value terms as follows as between the iwi involved:
Ngati Rarua—80%
Te Atiawa manawhenua ki Motueka—20%
- (c) At the Annual General Meeting the board shall report in detail to the beneficiaries the purpose of any grants made for the purposes of clauses 3, 4 and 5 or any other purposes contained in this Deed provided that the names of individual recipients of grants need not be disclosed in circumstances where the grants are for the relief of poverty, indigence or distress and it would cause embarrassment (in the Trustee's view) to the recipients for their names to be so reported to the Annual General Meeting.
- (d) No beneficiary or person associated with a beneficiary of the trust shall derive any income, benefit or advantage from the trust where they can materially influence the payment of the income, benefit or advantage except where that income, benefit or advantage is derived from:
- i. Professional services to the trust rendered in the course of business charged at no greater rate than current market rates; or
 - ii. Interest on money lent at no greater rate than current market rates.

THE SEAL

16. The Board shall provide for the safe custody of the Trust Seal which will only be used by the authority of the Board and every instrument to which the said seal is affixed shall be signed by two members.

AUDIT

17. The accounts of the Board shall be audited by a Chartered Accountant who shall not be a member of the Board and who shall be appointed annually by the Board or by a majority of members of the Board. A duly audited Balance Sheet shall be submitted to the annual meeting. The financial year of the Board shall end as at 31st day of December in each year.

ALTERATIONS AND ADDITIONS TO RULES

18. These rules may be altered or added to at any meeting of the beneficiaries subject to the following conditions:

THIRD SCHEDULE—*continued*DEED OF TRUST DATED THE 7TH DAY OF MAY 1993—*continued*

- (a) That any such alteration or addition cannot be inconsistent with the provisions of Section 61 of the Charitable Trusts Act 1957 or any amendments thereto and nor shall any of such alteration or addition in any way detract from the charitable character of the Trust.
- (b) That three-quarters in number of the beneficiaries present and voting at a Special General Meeting shall be required to pass any such alteration or addition.

DISSOLUTION AND DISPOSAL OF FUNDS

19. (a) The Trust may be wound up voluntarily by the passing of a resolution of beneficiaries to that effect. Such a resolution shall be passed by a majority of three-quarters of the beneficiaries present and entitled to vote at a Special General Meeting. Such a resolution must provide that after meeting all liabilities any monies or property remaining will be applied towards a charity or some charitable purpose approved as a charity by the Inland Revenue Department in New Zealand as a charity in terms of the Income Tax Legislation for the time being in force.
- (b) In the event of such voluntary winding up aforesaid, all monies and property remaining after the due settlement of all the affairs of the Trust and all debts and claims shall be applied towards such charitable purpose or purposes as are set out in subclause (a) of this clause.

In witness whereof these presents have been executed the day and year first hereinbefore written.

SIGNED by APERAHAMA
STAFFORD
in the presence of:

} KOPA STAFFORD

Witness: R. D. CROSBY
Occupation: Solicitor
Address: Blenheim

SIGNED by NICHOLAS
McDONALD
in the presence of:

} NICHOLAS McDONALD

Witness: M. J. HUNT
Occupation: Solicitor
Address: Blenheim

SIGNED by BARRY
MATTHEW MASON
in the presence of:

} B. M. MASON

Witness: M. J. HUNT
Occupation: Solicitor
Address: Blenheim

THIRD SCHEDULE—*continued*DEED OF TRUST DATED THE 7TH DAY OF MAY 1993—*continued*

SIGNED by MAUI JOHN
MITCHELL
in the presence of:

} M. J. MITCHELL

Witness: G. W. ALLAN
Occupation: Solicitor
Address: Nelson

SIGNED by MARGARET
ANNE WILLS
in the presence of:

} M. A. WILLS

Witness: M. J. HUNT
Occupation: Solicitor
Address: Blenheim

*[Here follow schedules corresponding to
the First and Second Schedules to
this Act.]*

FOURTH SCHEDULE Sections 2, 11, 12, 13, 14
WHAKAREWA TRUSTS AT 31 DECEMBER 1992

<i>Permanent Trusts</i>	\$	<i>Trustee</i>	<i>Beneficiary</i>
Boyd A. E. Trust ..	32,547.76	WSTB	Whakarewa Boys' Home
Haultain F. E. Bequest ..	968.66	NDTB	Children's Homes in the Diocese
Shirliff A. C. Bequest ..	49,032.21	WSTB	Whakarewa Boys' Home
Dyson E. M. Bequest ..	9,650.76	WSTB	Whakarewa School Trust Board
Easterfield Memorial Fund ..	1,337.95	NDTB	Whakarewa Orphanage
Hargraves Bequest ..	400,000.67	NDTB	Whakarewa Boys' Home
Hildyard J. S. Bequest ..	4,025.44	NDTB	Whakarewa Children's Home
Whakarewa General Bequests ..	7,943.00	WSTB	Whakarewa School Trust Board
Olsen D. O. Estate ..	3,347.61	WSTB	Whakarewa Home—prizes
Hope Memorial Prize Fund ..	1,250.05	NDTB	Boys' home or other cause
Somerville T. M. Bequest ..	111,249.07	WSTB	Whakarewa Home
Lodge M. A. Bequest ..	521.40	NDTB	Whakarewa Home
Whakarewa Temporary Bequest ..	1,778.02	WSTB	Whakarewa School Trust Board
McKee Trust ..	1,707.38	WSTB	Whakarewa School Trust Board
Tibble E. Bequest ..	22,541.68	NDTB	Whakarewa
Total "Church" Trusts ..	647,901.66		

Key

WSTB—Whakarewa School Trust Board.
NDTB—Nelson Diocesan Trust Board.