

WAIKATO-TAINUI RAUPATU CLAIMS SETTLEMENT BILL

EXPLANATORY NOTE

THIS Bill—

- (a) Records the apology given by the Crown to Waikato-Tainui in the deed of settlement signed on 22 May 1995 by both representatives of the Crown and representatives of Waikato-Tainui, being an apology by the Crown for, among other things, sending its forces across the Mangatawhiri river in July 1863, unfairly labelling Waikato as rebels, and subsequently confiscating their land; and
- (b) Gives effect to certain provisions of that deed of settlement, being a deed that settles the Raupatu claims.

The Preamble to the Bill sets out the background to the settlement between the Crown and Waikato-Tainui.

Clause 1 relates to the Short Title and commencement. Subject to *clauses 21 (3), 22 (5), and 27 (2)*, the Act is to come into force on a date to be appointed by the Governor-General by Order in Council; and different dates may be appointed for different provisions of the Act.

Clause 2 states that it is the intention of Parliament that the provisions of the Act be interpreted in a manner that best furthers the agreements expressed in the deed of settlement.

Clause 3 states that the Act binds the Crown.

PART I

APOLOGY BY THE CROWN TO WAIKATO-TAINUI

Clause 4 sets out the text, in Maori and in English, of the apology given by the Crown to Waikato-Tainui in the deed of settlement.

PART II

PROVISIONS RELATING TO SETTLEMENT

Clause 5 relates to interpretation. In particular, the term “*Raupatu*” is defined as meaning the confiscation of land in the Waikato-Tainui claim area, and includes the related invasion, hostilities, war, loss of life, destruction of taonga and property, and consequent suffering, distress, and deprivation, referred to in *recitals E to G* of the Preamble. The term “*land holding trustee*” means the trustee for the

time being of the land holding trust established by Waikato-Tainui for the purpose of holding the land acquired under the settlement.

Effect of Settlement

Clause 6 defines the term "Raupatu claims".

Clause 7 provides that the settlement of the Raupatu claims to be effected pursuant to the deed of settlement is final. This clause also provides that no Court or Tribunal shall have jurisdiction to inquire into or further inquire into, or to make any finding or recommendation in respect of,—

- (a) Any or all of the Raupatu claims; or
- (b) The validity of the deed of settlement; or
- (c) The adequacy of the benefits provided to Waikato-Tainui under the deed of settlement or the Act.

Provisions Relating to Land

Clause 8 contains various provisions relating to the transfer of land from the Crown to the land holding trustee.

Subclause (1) authorises the Crown (acting through the Commissioner of Crown Lands) to acquire, lease, and transfer land for the purpose of giving effect to the deed of settlement.

Subclause (3) provides that Parts II and IIA of the Land Settlement Promotion and Land Acquisition Act 1952, and the subdivision requirements of the Resource Management Act 1991, do not apply to the transfer or leasing of land for the purpose of giving effect to the deed of settlement.

Subclause (4) provides that the offer-back provisions of the Public Works Act 1981 do not require the chief executive of the Department of Survey and Land Information to offer to sell to a Crown body any settlement property acquired from that Crown body under *clause 13*; but this subclause does not limit any obligation of that chief executive under sections 40 to 42 of that Act or any other enactment to offer to sell such a settlement property to any other person.

Subclause (5) provides that, notwithstanding section 24 (4) of the State-Owned Enterprises Act 1986, the offer-back provisions of the Public Works Act 1981 do not apply in regard to any land which is owned by any State-owned enterprise and which is to be transferred to the land holding trustee for the purpose of giving effect to the deed of settlement.

Subclause (6) provides that nothing in the Land Act 1948 shall apply with respect to any land that is to be transferred to the land holding trustee for the purpose of giving effect to the deed of settlement.

Clauses 9 and 10 give the land holding trustee the right to acquire certain Crown or Crown agency land, where it is proposed to sell that land to anyone other than—

- (a) The Crown or a Crown agency; or
- (b) A person who has a legal right to purchase the land; or
- (c) In certain circumstances, the existing tenant of a house situated on the land.

This "right of first refusal" applies to land situated in the Waikato-Tainui claim area that is owned by the Crown or by certain specified Crown agencies at the date on which *clause 9* comes into force or the date on which the Crown or the Crown agency first acquired the residual Crown land concerned, whichever date is the later.

Clause 11 requires that the right of first refusal referred to above be noted on the relevant certificates of title.

Clause 12 requires, subject to certain specified exceptions, the removal from all Crown and Crown agency land within the Waikato-Tainui claim area of the

resumptive memorials under the Treaty of Waitangi Act 1975, the State-Owned Enterprises Act 1986, the New Zealand Railways Corporation Restructuring Act 1990, and the Education Act 1989.

Clause 13 empowers the Crown to compulsorily acquire land from Crown agencies for the purpose of giving effect to the deed of settlement. Any such acquisition is to be made under the Public Works Act 1981.

Clause 14 provides for the issue of certificates of title.

Provisions Relating to Trusts

Clause 15 provides that, for the purpose of giving effect to the deed of settlement, the land holding trustee may do either or both of the following:

- (a) Acquire from the Crown any settlement property or residual Crown land, whether or not subject to any lease to, or other interest of, any other person:
- (b) Sign any document or do any other thing for the purposes of any such acquisition.

Clause 16 provides that the land holding trustee may direct the District Land Registrar to register land of the land holding trust in the name of Pootatau Te Wherowhero, rather than in the name of the land holding trustee. Where land is so registered, the land holding trustee retains all the rights, duties, and powers of the registered proprietor of the land.

Clause 17 provides that the former Te Rapa and Hopuhopu military bases, which the Crown had previously transferred to Waikato-Tainui, are to be vested in the land holding trustee and registered in the name of Pootatau Te Wherowhero.

Clause 18 provides that nothing in Te Ture Whenua Maori Act 1993 shall apply to the land holding trust or to any land that is registered in the name of the land holding trustee or in the name of Pootatau Te Wherowhero.

Clause 19 provides that the land holding trust is not subject to any law restricting the period for which a trust may run, and also provides that no lease of a settlement property to the Crown or a Crown agency shall be subject to any law restricting the period for which a lease may be granted.

Clause 20 authorises the Crown to establish a land acquisition trust for the purpose of giving effect to the deed of settlement.

Appointments to Conservation Board

Clause 21, which comes into force on 1 September 1996, amends the Conservation Act 1987 to provide that the conservation board whose area of jurisdiction includes most of the Waikato-Tainui claim area shall include, as one of its members, the person who is recognised as the Head of Kahui Ariki, or a person appointed by the Minister on the nomination of the person so recognised.

Crown Forest Assets

Clause 22 provides that the Onewhero Forest is to be transferred to Waikato-Tainui in accordance with the deed of settlement, the Crown Forest Assets Act 1989, and the Crown Forestry Rental Trust. This clause also provides that, subject to the determination of the competing claim by the Hauraki Maori Trust Board, the Maramarua Forest is to be similarly transferred to Waikato-Tainui.

Tainui Maori Trust Board

Clause 23 cancels the existing annuity paid to the Tainui Maori Trust Board under the Maori Trust Boards Act 1955.

Clause 24 and the *Fourth Schedule* provide for the dissolution of the Tainui Maori Trust Board, and the transfer of its undertaking to a successor to be named in an Order in Council. *Clause 24* and the *Fourth Schedule* do not come into force until an Order in Council has been made to this effect.

Amendment to Treaty of Waitangi Act 1975

Clause 25, which is consequential on *clause 7*, adds a new subsection (8) to section 6 of the Treaty of Waitangi Act 1975. The new subsection provides that, notwithstanding anything in that Act or in any other Act or rule of law, as from the commencement of the subsection, the Waitangi Tribunal shall not have jurisdiction to inquire or further inquire into, or to make any finding or recommendation in respect of,—

- (a) Any or all of the Raupatu claims, as defined in *clauses 5* and *6* of this Bill; or
- (b) The deed of settlement, as defined in *clause 5* of this Bill; or
- (c) The benefits provided to Waikato-Tainui under that deed of settlement or this Bill.

Amendments to Transit New Zealand Act 1989

Clause 26 repeals section 27 of the Transit New Zealand Act 1989, and substitutes a new section 27. The new section is in the same terms as the existing section except that consultation by a local authority with regard to a project that affects land registered in the name of Pootatau Te Wherowhero is to be with the land holding trustee. The new section is deemed to be repealed as from the close of 30 June 1996 as new provisions set out in section 18 (1) of the Transit New Zealand Amendment Act 1995 come into force on 1 July 1996.

Clause 27 is to the same effect as *clause 26* but it relates to the new section 42L of the Transit New Zealand Act 1989 (as enacted by section 18 (1) of the Transit New Zealand Amendment Act 1995) (which section corresponds to the existing section 27). *Clause 27* may not be brought into force before 1 July 1996 as the new section 42L of the Transit New Zealand Act 1989 does not come into force until that date.

Clause 28 amends section 60 of the Transit New Zealand Act 1989. The effect of the amendment is that no declaration of a state highway which affects land registered in the name of Pootatau Te Wherowhero may be made unless the land holding trustee has been consulted.

Amendment to Resource Management Act 1991

Clause 29 amends section 108 (9) of the Resource Management Act 1991. The effect of the amendment is that the granting of a resource consent cannot be conditional upon the provision of a financial contribution comprising or including land registered in the name of Pootatau Te Wherowhero.

Amendments to Crown Minerals Act 1991

Clause 30 amends section 51 of the Crown Minerals Act 1991. The effect of the amendment is that no person may, without the consent of the land holding trustee, enter on any land that is registered in the name of Pootatau Te Wherowhero and that is regarded at waahi tapu by the land holding trustee, for the purpose of carrying out a minimum impact activity.

Clause 31 amends section 66 (1) (b) of the Crown Minerals Act 1991. The effect of the amendment is that this section (which permits a declaration to be made by Order in Council that an access arrangement to land be determined by an arbitrator) does not apply to land registered in the name of Pootatau Te Wherowhero.

WAIKATO-TAINUI RAUPATU CLAIMS SETTLEMENT

ANALYSIS

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2. Interpretation of Act generally	20. Establishment of land acquisition trust
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A BILL INTITULED

An Act—

- (a) To record the apology given by the Crown to Waikato-Tainui in the deed of settlement signed on the 22nd day of May 1995 by both representatives of the Crown and representatives of Waikato-Tainui, being an apology by the Crown for, among other things, sending its forces across the Mangatawhiri river in July 1863, unfairly labelling Waikato as rebels, and subsequently confiscating their land; and** 5
10
- (b) To give effect to certain provisions of that deed of settlement, being a deed that settles the Raupatu claims**

WHEREAS— 15

- A. The Treaty of Waitangi is set out, in Maori and in English, in the **First Schedule** to this Act:

Kiingitanga

- B. In 1858 Pootatau Te Wherowhero was raised up as King to unite the iwi, and preserve their rangatiratanga and their economic and cultural integrity, under his authority in the face of increasing settler challenges, Waikato regarding themselves as principal kaitiaki of the Kiingitanga and as remaining so ever since: 20
- C. Those chiefs who formally pledged their land to Pootatau Te Wherowhero gave up ultimate authority over the land to him, along with ultimate responsibility for the well-being of the people, and through this bound their communities to the Kiingitanga, resisting further alienation of their land: 25
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- D. The New Zealand Government at the time perceived the Kiingitanga as a challenge to the Queen's sovereignty and as a hindrance to Government land purchase policies, and did not agree to any role for, or formal relationship with, the Kiingitanga: 35

Invasion, Hostilities, and Confiscations of Waikato Land

- 5 E. In July 1863, after considered preparations by the New Zealand Government, military forces of the Crown unjustly invaded the Waikato south of the Mangatawhiri river, initiating hostilities against the Kiingitanga and the people. By April 1864, after persistent defence of their lands, Waikato and their allies had fallen back before the larger forces of the Crown and had taken refuge in the King Country:
- 10 F. By Orders in Council under the New Zealand Settlements Act 1863, the Crown unjustly confiscated approximately 1.2 million acres of land, from the Tainui iwi in order to punish them and gain control of the land placed by them under the protection of the Kiingitanga (although the Crown subsequently paid small amounts of monetary compensation and returned by Crown grants to individuals (other than those who had fought for the Kiingitanga) approximately one-quarter of the land confiscated):
- 15 G. Widespread suffering, distress, and deprivation were caused to the Waikato iwi (both north and south of the Mangatawhiri river) as a result of the war waged against them, the loss of life, the destruction of their taonga and property, and the confiscations of their lands, and the effects of the Raupatu have lasted for generations:
- 20 H. The Kiingitanga has continued to sustain the people since the Raupatu, and its leaders have petitioned the Crown for justice and for the return of land since 1865:
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Royal Commission

- 30 I. A Royal Commission (the Sim Commission) was appointed in 1926 to consider the confiscations under the New Zealand Settlements Act 1863 and its amendments:
- J. In response to the Sim Commission's findings and recommendations, compensation was granted pursuant to the Waikato-Maniapoto Maori Claims Settlement Act 1946 by the payment of an annual sum of money into the Tainui Maori Trust Fund, to be administered by the Tainui Maori Trust Board for the benefit of those members of the Maori tribes in the Waikato District whose lands had been confiscated:
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*Waikato-Tainui Raupatu Claims
Settlement*

Waitangi Tribunal

- K. In 1985 the Waitangi Tribunal wrote in the Manukau Report (Wai 8) at page 17: “It can simply be said that from the contemporary record of Sir John Gorst in 1864, from the Report of the Royal Commission sixty years after that, and from historical research almost a century removed from the event, all sources agree that the Tainui people of the Waikato never rebelled but were attacked by British troops in direct violation of Article II of the Treaty of Waitangi”:
- L. On 16 March 1987 Robert Te Kotahi Mahuta, on behalf of himself and on behalf of the members of Waikato-Tainui, the Tainui Maori Trust Board, and Ngaa Marae Toopu, submitted a claim to the Waitangi Tribunal under the Treaty of Waitangi Act 1975 in relation to the Raupatu, that claim being registered with the Waitangi Tribunal as Wai 30:

Court of Appeal

- M. The injustice of the Raupatu is as keenly felt by Waikato-Tainui today as in the past, as has been testified by Waikato-Tainui kaumaatua and kuia in the affidavits filed by the plaintiffs in *R T Mahuta and Tainui Maori Trust Board v Attorney-General* [1989] 2 NZLR 513:
- N. The Court of Appeal noted in that case that the Sim Commission’s report had failed to convey “... an expressed sense of the crippling impact of Raupatu on the welfare, economy and potential development of Tainui”, and that the subsequent annual monetary payments made by the Government were trivial “in present day money values”, and concluded that “Some form of more real and constructive compensation is obviously called for if the Treaty is to be honoured”:

Negotiations with the Crown

- O. In 1989 the Crown and Waikato-Tainui entered into direct negotiations in which Waikato-Tainui pursued compensation on the basis of their long established principles of ‘land for land’—‘i riro whenua atu, me hoki whenua mai’ (‘as land was taken land must be returned’) and ‘ko te moni hei utu mo te hara’ (‘the money is the acknowledgment by the Crown of their crime’):

P. In 1993 as a goodwill gesture the Crown vested the Hopuhopu Military Base in Pootatau Te Wherowhero for the benefit of Waikato-Tainui:

5 Q. The Crown and Waikato-Tainui have negotiated with each other in good faith in an endeavour to settle the Waikato-Tainui claim and to remove the sense of grievance felt over time by Waikato-Tainui:

Settlement of Claims

10 R. The Crown now acknowledges that grave injustice was done to Waikato-Tainui when the Crown, in breach of the Treaty of Waitangi, sent its forces into the Waikato, occupied and subsequently confiscated Waikato-Tainui land, and unfairly labelled Waikato-Tainui as rebels:

15 S. After—

(a) The Crown and Waikato-Tainui had considered the Treaty of Waitangi, the terms of reference, findings, and recommendations of the Sim Commission, and the compensation already paid or provided to Waikato-Tainui (including the compensation provided in response to the findings and recommendations of the Sim Commission) and had agreed on the inadequacy of that compensation; and

20 (b) The Crown had recognised the significance of the “land for land” principle to Waikato-Tainui; and

25 (c) The Crown and Waikato-Tainui had agreed that the Crown should now make full and final restitution to Waikato-Tainui in respect of the Raupatu claims,—

30 the Crown and Robert Te Kotahi Mahuta on behalf of Waikato-Tainui, accordingly recorded, on the 21st day of December 1994, in a heads of agreement their agreement in principle to the matters required to effect a settlement of those claims, and, on the 22nd day of May 35 1995, the Crown and Waikato-Tainui signed a deed of settlement (a copy of which is now contained in **Paper [00] of the Appendix to the Journals of the House of Representatives 1995**):

40 T. The text, in Maori and in English, of the apology given by the Crown to Waikato-Tainui in the deed of settlement is recorded in **Part I** of this Act:

- U. Land transferred to Waikato-Tainui under the deed of settlement will be held communally in a trust to be established by Waikato-Tainui and part of that land will be registered in the name of Pootatau Te Wherowhero as provided for in this Act, that name giving expression to the significance of the pledges made by the chiefs to Pootatau Te Wherowhero and of the reaffirmations of those pledges, as expressed in the kawenata, by those who have continued in support of the Kiingitanga: 5
- V. The trust deed for the trust to be established by Waikato-Tainui will provide that no land of the trust that is registered in the name of Pootatau Te Wherowhero shall be sold or mortgaged to, or be capable of being vested in or transferred to, any person or body, and that no land may be transferred out of the name of Pootatau Te Wherowhero without the consent of the “custodians of Te Wherowhero title” referred to in that trust deed: 10
- W. As the Crown now holds only a small proportion of the land originally confiscated and the land now held cannot be evenly distributed among the thirty-three hapuu affected by the Raupatu, the restitution provided for in the deed of settlement is to be for the benefit of all Waikato-Tainui collectively, under the mana of the Kiingitanga: 20
- X. By the deed of settlement— 25
- (a) The Crown has acknowledged that the settlement provided for in that deed does not diminish or in any way affect the Treaty of Waitangi or any of its articles or the ongoing relationship between the Crown and Waikato-Tainui in terms of the Treaty of Waitangi or undermine any rights under the Treaty of Waitangi, including rangatiratanga rights; and 30
- (b) Waikato-Tainui have acknowledged that the settlement provided for in that deed is fair, final, and durable: 35

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 Waikato-Tainui Raupatu Claims Settlement Act 1995. 40

(2) Subject to sections 21 (3), 22 (5), and 27 (2) of this Act, this Act shall come into force on a date to be appointed by the

Governor-General by Order in Council; and one or more Orders in Council may be made bringing different provisions of this Act into force on different dates.

5 **2. Interpretation of Act generally**—It is the intention of Parliament that the provisions of this Act shall be interpreted in a manner that best furthers the agreements expressed in the deed of settlement.

3. Act to bind the Crown—This Act binds the Crown.

PART I

10 APOLOGY BY THE CROWN TO WAIKATO-TAINUI

4. Apology by the Crown—(1) This Part of this Act records the apology given by the Crown to Waikato-Tainui in the deed of settlement.

(2) The text of the apology in Maori is as follows:

15 “1. E whakaae ana Te Karauna ko oona reo ko oona mana i hara ki nga tikanga o Te Tiriti o Waitangi i taa raatou whakawhiunga i te Kiingitanga me Waikato ki ngaa hooia i Mangataawhiri i te marama o Hongongoi 1863 i raro i ta raatou tohu whakaingoa. ‘he iwi whakakeke a Waikato’.

20 “2. E whakaatu ana Te Karauna i toona pouri tino hoohonu, aa, kaaore he mutunga o taana tuku whakapaa mo ngaa taangata i mate i ngaa parekura whakaeke o anna hooia, aa, mo te taaorotanga hoki o ngaa whenua tae atu ki te whakararururutanga o te nohoanga o ngaa Iwi.

25 “3. E whakaae ana Te Karauna teeraa ko ngaa raupatutanga o ngaa whenua me ngaa rawa i whakamanahia e te Ture Mo Te Whakanoho i Te Hunga Maarie, ara, te Iwi Paakeha 1863, a Te Paaremata o Niu Tireni he mahi tino hee, e peehi kino nei i a Waikato mai raano. E noho pani tonu nei raatou i roto i te
30 rawakoretanga me to hauwareatanga o ngaa mahi toko i te ora, o ngaa mahi whanaketanga mo ngaa Iwi o Waikato.

35 “4. E maarama pai ana Te Karauna teeraa ko teenei pouritanga tino toimaha, kaaore nei anoo kia whakatikaina i raro i te Tiriti o Waitangi kei te whakataairi i eenei puutake e rua a Waikato: ‘i riro whenua atu, me hoki whenua mai’ te tautahi; ‘ko te moni hei utu mo te hara’ te tuarua. Hei whakatutuki, e whakaae ana Te Karauna ki te whakahoki ki te iwi ngaa whenua e taea ai i roto i teenei whakaaetanga kei raro i toona mana i Waikato.

“5. E whakaae ana Te Karauna teeraa anoo ngaa whenua raupatu o Waikato te tino taakoha nui ki te rangatiratanga me te whanaketanga o Niu Tirenī ahakoa kei te noho rawakore tonu te Iwi o Waikato i oona whenua me ngaa hua o aua whenua. 5

“6. Nooreira ka kimi Te Karauna, mo te taha ki ngaa Iwi Katoa o Niu Tirenī, i te huarahi e whakamaarie ai i eenei tuukinotanga, araa, mo te waahanga e taea ai, aa, i teenei whakatutukitanga o teenei take whakamau o Te Raupatu. He whakaotinga teenei i raro i ngaa take raarangi o Te Pukupuka Whakaaetanga i hainatia i te 22 o ngaa raa o Haratua 1995, maana hei arahi atu ki te ao hoou o te mahi tahi ki Te Kiingitanga me Waikato.” 10

(3) The text of the apology in English is as follows:

“1. The Crown acknowledges that its representatives and advisers acted unjustly and in breach of the Treaty of Waitangi in its dealings with the Kiingitanga and Waikato in sending its forces across the Mangataawhiri in July 1863 and in unfairly labelling Waikato as rebels. 15

“2. The Crown expresses its profound regret and apologises unreservedly for the loss of lives because of the hostilities arising from its invasion, and at the devastation of property and social life which resulted. 20

“3. The Crown acknowledges that the subsequent confiscations of land and resources under the New Zealand Settlements Act 1863 of the New Zealand Parliament were wrongful, have caused Waikato to the present time to suffer feelings in relation to their lost lands akin to those of orphans, and have had a crippling impact on the welfare, economy and development of Waikato. 25 30

“4. The Crown appreciates that this sense of grief, the justice of which under the Treaty of Waitangi has remained unrecognised, has given rise to Waikato’s two principles ‘i riro whenua atu, me hoki whenua mai’ (as land was taken, land should be returned) and ‘ko to moni hei utu mo te hara’ (the money is the acknowledgment by the Crown of their crime). In order to provide redress the Crown has agreed to return as much land as is possible that the Crown has in its possession to Waikato. 35

“5. The Crown recognises that the lands confiscated in the Waikato have made a significant contribution to the wealth and 40

development of New Zealand, whilst the Waikato tribe has been alienated from its lands and deprived of the benefit of its lands.

5 “6. Accordingly, the Crown seeks on behalf of all New Zealanders to atone for these acknowledged injustices, so far as that is now possible, and, with the grievance of raupatu finally settled as to the matters set out in the Deed of Settlement signed on 22 May 1995 to begin the process of healing and to enter a new age of co-operation with the Kiingitanga and
10 Waikato.”

PART II

PROVISIONS RELATING TO SETTLEMENT

5. Interpretation of terms—In this Act, unless the context otherwise requires,—

15 “Crown body” means the Crown, a Crown entity, a State enterprise, or any company that is wholly owned by a Crown entity or a State enterprise:

20 “Crown entity” has the same meaning as in section 2 (1) of the Public Finance Act 1989; and includes the New Zealand Railways Corporation:

25 “Deed of settlement” means the deed of settlement signed on the 22nd day of May 1995 by representatives of the Crown and Waikato-Tainui; and includes that deed of settlement as from time to time amended in accordance with its terms:

“Director-General” means the Director-General of Survey and Land Information:

“District Land Registrar” means the District Land Registrar of the Land Registration District concerned:

30 “Excluded claims” has the meaning given to it by **section 6 (2)** of this Act:

“Land acquisition trust” has the same meaning as in the deed of settlement:

35 “Land holding trust” has the same meaning as in the deed of settlement:

“Land holding trustee” means the trustee for the time being of the land holding trust acting in that capacity:

40 “Raupatu” means the confiscation of land in the Waikato-Tainui claim area, and includes the related invasion, hostilities, war, loss of life, destruction of taonga and property, and consequent suffering, distress, and

deprivation, referred to in **recitals E to G** of the Preamble to this Act:

“Raupatu claims” has the meaning given to it by **section 6 (1)** of this Act:

“Residual Crown land”—

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(a) Means every freehold parcel of real property (including improvements) situated in the Waikato-Tainui claim area that is owned by the Crown, or by any of the bodies described in Attachment 11 to the deed of settlement, at the date on which **section 9** of this Act comes into force; but—

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(b) Does not include—

(i) Any settlement property (other than a settlement property that Waikato-Tainui elect under clause 8 of the deed of settlement not to take); or

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(ii) Any settlement property that is stated in attachment 2 to the deed of settlement to be owned by Electricity Corporation of New Zealand Limited or any wholly-owned subsidiary of that company:

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“Settlement properties” and “settlement property” have the same meanings as in the deed of settlement; and a “settlement property” includes any part of a settlement property:

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“State enterprise” has the same meaning as in section 2 of the State-Owned Enterprises Act 1986:

“Waikato-Tainui” means the Waikato descendants of the Tainui Waka who suffered or were affected by the confiscation of their land by the New Zealand Government under the New Zealand Settlements Act 1863, being members of the following hapuu of Waikato-Tainui:

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Ngaitai	Ngaati Ruru
Ngaati Tamaaoho	Ngaati Werokoko
Ngaati Koheriki	Ngaati Paretেকawa
Ngaati Te Ata	Ngaati Ngutu
Te Aakitai	Ngaati Hikairo
Ngaati Paretauaa	Ngaati Puhiaue
Ngaati Tiipaa	Ngaati Mahuta (North and South)
Ngaati Aamaru	Ngaati Te Wehi
Ngaati Naho	Ngaati Whawhaakia
Ngaati Hine	Ngaati Kuiaarangi
Ngaati Taratikitiki	Ngaati Tai
Ngaati Pou	

Ngaati Maahanga
Ngaati Tamainupo
Ngaati Wairere
Ngaati Makirangi
Ngaati Koroki

Ngaati Raukawa ki
Panehakua
Ngaati Tahinga
Tainui-a-whiro
Ngaati Apakura
Ngaati Hauaa:

“Waikato-Tainui claim area”—

5 (a) Means the land bordered with bold black lines on Survey Office plan number 60113, lodged in the office of the Department of Survey and Land Information at Hamilton and approved for Parliamentary purposes, a copy of which is attached as Attachment 1 to the deed of settlement; but

(b) Does not include the Waiuku block or the Wairoa block:

10 “Wairoa block” means that piece of land known as the East Wairoa Block and described under that name in the First Schedule to the Order in Council made on the 30th day of January 1865 under the New Zealand Settlements Act 1863, and published in the *Gazette* of
15 the 31st day of January 1865 at page 15:

20 “Waiuku block” means those pieces of land known as Waiuku Block North and Waiuku Block South and described under those names in Schedules 6 and 7 to the Order in Council made on the 29th day of December 1864 under the New Zealand Settlements Act 1863, and published in the *Gazette* of the 5th day of January 1865 at page 1.

Effect of Settlement

25 **6. Meaning of Raupatu claims**—(1) In this Act, the term “Raupatu claims”—

(a) Means all claims arising out of, or relating to, the Raupatu or any aspect of the Raupatu; and

(b) Includes all claims arising from the loss of land and of interests in land in the Waikato-Tainui claim area by
30 confiscation; and

(c) Includes all claims to coal, other minerals, and forests within the Waikato-Tainui claim area; and

(d) Includes the following parts of the Wai 30 claim to the Waitangi Tribunal, namely, the claims set out in—

35 (i) The Statement of Claim of the 16th day of March 1987 (#1.1 on Waitangi Tribunal record); and

- (ii) The Amended Statement of Claim of the 16th day of March 1987 (#1.1 (a)); and
- (iii) The Letter of the 12th day of August 1987 (#1.1 (b)); and
- (iv) The Statement of Claim of the 17th day of June 1991 (#1.1 (c)); and 5
- (e) Includes the claims made in the Wai 306 claim to the Waitangi Tribunal, being the claim made by Garth Banks on behalf of Ngaati Haua; and
- (f) Includes the claims made in the Wai 494 claim to the Waitangi Tribunal, being the claim made by Taka o te Rangi Taka on behalf of Ngaati Koheriki; and 10
- (g) Includes all claims specified in **paragraphs (a) to (f)** of this definition, whether or not those claims—
 - (i) Are past, current, or future; or 15
 - (ii) Are founded on rights arising by or in common law (including customary law and aboriginal title), the Treaty of Waitangi, statute, or otherwise; or
 - (iii) Are made or held by, or on behalf of, all of Waikato-Tainui or one or more individuals, marae, or hapuu; but 20
- (h) Does not include the excluded claims.
- (2) In this Act, the term “excluded claims” means—
 - (a) Any claims by Waikato-Tainui to the rivers and harbours within the Waikato-Tainui rohe, including those parts of the Wai 30 claim to the Waitangi Tribunal relating to— 25
 - (i) The Waikato River (being the claims set out in paragraph A1–5 of the statement of claim dated the 16th day of March 1987); and 30
 - (ii) The West Coast Harbours, as defined in the deed of settlement (being the claims set out in paragraph C8–9 of the statement of claim dated the 16th day of March 1987); and
 - (b) Any claims by Waikato-Tainui to the Wairoa block or the Waiuku block; and 35
 - (c) Any claims by individual hapuu of Waikato-Tainui to non-Raupatu land outside the Waikato-Tainui claim area; and
 - (d) The Wai 185 claim to the Waitangi Tribunal, being the claim by A. Wirihihana in relation to the Pepepe land. 40

7. No further inquiries into Raupatu claims—

- (1) Without limiting the acknowledgments expressed in, or any

provision of, the deed of settlement, it is hereby declared that the settlement of the Raupatu claims to be effected pursuant to that deed is final.

- 5 (2) Notwithstanding any other enactment or rule of law, as from the commencement of this section, no court or tribunal shall have jurisdiction to inquire or further inquire into, or to make any finding or recommendation in respect of—
- 10 (a) Any or all of the Raupatu claims; or
(b) The validity of the deed of settlement; or
(c) The adequacy of the benefits provided to Waikato-Tainui under the deed of settlement or this Act.

Provisions Relating to Land

15 **8. Transfer of land**—(1) Notwithstanding any other enactment or rule of law, for the purposes of giving effect to the deed of settlement, the Crown (acting through the Commissioner of Crown Lands) is hereby authorised to do any one or more of the following:

- (a) Purchase or otherwise acquire any settlement property from a Crown body;
- 20 (b) Lease any settlement property to any Crown body;
- (c) Subject to sections 40 to 42 of the Public Works Act 1981 (but without limiting **subsections (4) and (5)** of this section), transfer any settlement property to the land holding trustee;
- 25 (d) Sign any memorandum of transfer or lease, or any other document, or do any other thing for the purposes of any such purchase, acquisition, lease, or transfer.
- (2) Nothing in **subsection (1)** of this section limits—
- 30 (a) Part IVA of the Conservation Act 1987; or
(b) Sections 10 and 11 of the Crown Minerals Act 1991; or
(c) Any other enactment or rule of law under which any easement, encumbrance, restriction, or other interest in or in respect of any land is created or exists.
- (3) Nothing in—
- 35 (a) Parts II and IIA of the Land Settlement Promotion and Land Acquisition Act 1952; or
(b) Section 11 or Part X of the Resource Management Act 1991—

shall apply with respect to—

- 40 (c) Any transfer of any settlement property from a Crown body to another Crown body or to the land holding trustee for the purpose of giving effect to the deed of settlement; or

(d) Any leasing of any settlement property from a Crown body or the land holding trustee to a Crown body for the purpose of giving effect to the deed of settlement; or

(e) Anything incidental to, or required for the purposes of, any such transfer or leasing. 5

(4) Notwithstanding sections 40 to 42 of the Public Works Act 1981, the chief executive of the Department of Survey and Land Information shall not be required by those sections to offer to sell to a Crown body any settlement property acquired from that Crown body under section 13 of this Act; but this subsection does not limit any obligation of that chief executive under those sections or any other enactment to offer to sell such a settlement property to any other person. 10

(5) Notwithstanding section 24(4) of the State-Owned Enterprises Act 1986, nothing in sections 40 to 42 of the Public Works Act 1981 shall apply with respect to any settlement property that is both— 15

(a) A settlement property to which section 8A of the Treaty of Waitangi Act 1975 applies on the day before the day on which this section comes into force; and 20

(b) A settlement property that is to be transferred from a Crown body to another Crown body or to the land holding trustee, for the purposes of giving effect to the deed of settlement. 25

(6) Nothing in the Land Act 1948 shall apply with respect to any settlement property that is to be transferred from a Crown body to another Crown body or to the land holding trustee, for the purposes of giving effect to the deed of settlement.

(7) In this section, the term “Crown body” includes a body that was a Crown body at the date on which the deed of settlement was signed. 30

9. Right of land holding trustee to acquire residual Crown land in certain circumstances—(1) Where a Crown body (or any body that was a Crown body at the date on which this section comes into force or on which the body first acquired the residual Crown land concerned, whichever is the later) proposes to sell any residual Crown land to any person other than— 35

(a) Another Crown body; or 40

(b) A person who is entitled to purchase the land pursuant to an offer made under—

- (i) Section 40 of the Public Works Act 1981 or that section as applied by any other enactment; or
- (ii) Section 23 (1) or section 24 (4) of the New Zealand Railways Corporation Restructuring Act 1990; or
- 5 (iii) Any enactment equivalent to any of the enactments referred to in **subparagraphs (i) and (ii)** of this paragraph; or
- (c) The existing tenant of a house situated on any residual Crown land that is—
- 10 (i) Land of Housing New Zealand Limited or of the Housing Corporation of New Zealand; or
- (ii) Land held for education purposes by the Crown; or
- 15 (iii) Land held by any Crown body which, at the date on which this section comes into force, has a policy under which houses that are to be sold are first offered for purchase by the existing tenants; or
- (d) A person who has, at the date on which this section comes into force, a legal right to purchase the land; or
- 20 (e) A person who is entitled to purchase the land under the terms of any gift, endowment, or trust relating to the land, or under any enactment or rule of law,—
- 25 the body shall give to the land holding trustee notice of the proposed sale setting out the price and other proposed terms of sale and offering to sell the land to the land holding trustee on those terms.
- (2) If, within one month from the date of receiving a notice under **subsection (1)** of this section from a Crown body or other body (time being of the essence), the land holding trustee does not accept the offer set out in the notice by giving written notice of acceptance to the body, or otherwise agree with the body in writing to purchase the land concerned, the body—
- 30 (a) May, at any time during the period of 2 years following the expiry of one month from the date of receipt of the notice under **subsection (1)** of this section by the land holding trustee, sell the land to any person it wishes on terms not more favourable to the purchaser than those set out in that notice; but
- 40 (b) May not sell the land after the expiry of that 2-year period without first re-offering it to the land holding trustee in accordance with **subsection (1)** of this section, and this subsection shall apply to any such re-offer.

- (3) Where a body—
- (a) Has offered to sell any residual Crown land to the land holding trustee under **subsection (1)** of this section; and
 - (b) Wishes to again offer that land for sale, but on terms more favourable to the purchaser than the terms of the first offer,—
- the body may do so, so long as it first re-offers the land for sale on the more favourable terms to the land holding trustee in accordance with **subsection (1)** of this section; and **subsection (2)** of this section shall apply to any such re-offer.
- (4) The obligation of a Crown body or other body under **subsections (1) to (3)** of this section in respect of any particular land shall terminate on the completion of the sale of the land—
- (a) To the land holding trustee; or
 - (b) In accordance with **subsection (2)** of this section; or
 - (c) To a person of a kind referred to in any of **paragraphs (b) to (e)** of **subsection (1)** of this section,—
- whichever first occurs.
- (5) Nothing in this section affects or derogates from, and the rights created by this section are subject to,—
- (a) The terms of any gift, endowment, or trust relating to, and the rights of any holders of mortgages or other securities over, residual Crown land or any improvements on any such land:
 - (b) Any other enactment or rule of law that must be complied with before any residual Crown land is disposed of:
 - (c) Any feature of the title to any residual Crown land which prevents or limits a body's right to transfer the land or any improvements on the land:
 - (d) Any legal requirement which impedes a body's ability to sell or otherwise dispose of any residual Crown land or any improvements on any such land and which the body cannot satisfy after taking reasonable steps to do so (and, for the avoidance of doubt, "reasonable steps" does not include initiating a change in the law).
- (6) Nothing in this section affects or derogates from the right of a Crown body to sell or otherwise dispose of any Crown land, or requires a Crown body to offer to the land holding trustee any Crown land that is to be sold or otherwise disposed of.
- (7) In the case of residual Crown land that is a settlement property that Waikato-Tainui have elected under clause 8 of

the deed of settlement not to take, this section shall be read subject to **section 10** of this Act.

5 (8) Clause 10 of the deed of settlement shall cease to have effect from the date on which **sections 10 and 11** of this Act and this section come into force.

10 **10. Rights of land holding trustee in regard to property that it has previously elected not to take**—Where a settlement property becomes residual Crown land by virtue of Waikato-Tainui electing under clause 8 of the deed of settlement not to take that property, **section 9** of this Act shall apply to that property as if—

15 (a) A notice had been given to the land holding trustee under **subsection (1)** of that section offering to sell the property to the land holding trustee for the price and on the other terms on which the property was offered to the land holding trustee under the deed of settlement; and

20 (b) The land holding trustee had not given notice of acceptance of that offer under **subsection (2)** of that section within the time prescribed by that subsection; and

(c) The land holding trustee had received the notice under **subsection (1)** of that section on the date on which the election takes effect.

25 **11. Noting of right to acquire residual Crown land on certificates of title**—(1) As soon as reasonably practicable after the date on which this section comes into force, the Director-General shall issue to the District Land Registrar one or more certificates that identify all the certificates of title for
30 the residual Crown land for which certificates of title have been issued at that date.

(2) As soon as reasonably practicable after the date on which a certificate of title is issued for any residual Crown land, being a date after the date on which this section comes into force, the
35 Director-General shall issue to the District Land Registrar a certificate that identifies the certificate of title concerned.

(3) As soon as reasonably practicable after receiving a certificate from the Director-General under either **subsection (1)** or **subsection (2)** of this section, the District Land Registrar shall,
40 without fee, note on the certificate or certificates of title to the land to which the certificate from the Director-General relates, the words “Subject to **section 9 of the Waikato-Tainui Raupatu Claims**

Settlement Act 1995 (which provides for residual Crown land to be offered for purchase to a land holding trust for Waikato-Tainui in certain circumstances)”.

(4) Before any particular residual Crown land, for which a certificate of title has been issued, is transferred— 5

(a) To the land holding trustee; or

(b) In accordance with **section 9 (2)** of this Act; or

(c) To a person of a kind referred to in any of **paragraphs (b) to (e)** of **section 9 (1)** of this Act,—

the Crown body or former Crown body concerned shall notify the Director-General of the transfer, and the Director-General shall, before registration of the transfer, issue to the District Land Registrar a certificate stating that the land is to be so transferred and the certificate of title concerned. 10

(5) On receipt of a certificate under **subsection (4)** of this section and before registration of the transfer, the District Land Registrar shall, without fee, delete by endorsement the words previously noted on the certificate of title for the land in accordance with **subsection (3)** of this section. 15

(6) Whenever the Director-General issues a certificate to the District Land Registrar under this section, the Director-General shall send a copy of the certificate to the land holding trustee. 20

12. Removal of resumptive memorials from land within Waikato-Tainui claim area—(1) Nothing in—

(a) Section 8A to 8c of the Treaty of Waitangi Act 1975 (as inserted by section 4 of the Treaty of Waitangi (State Enterprises) Act 1988); or 25

(b) Sections 27B and 27c of the State-Owned Enterprises Act 1986 (as substituted by section 10 of the Treaty of Waitangi (State Enterprises) Act 1988); or 30

(c) Parts III and IV of the New Zealand Railways Corporation Restructuring Act 1990; or

(d) Sections 211 and 212 of the Education Act 1989 (as inserted by section 37 of the Education Amendment Act 1990)— 35

shall apply in relation to any land within the Waikato-Tainui claim area.

(2) **Subsection (1)** of this section shall apply in relation to any claim submitted to the Waitangi Tribunal under section 6 of the Treaty of Waitangi Act 1975, whether before or after the commencement of this section. 40

(3) The Director-General shall, as soon as reasonably practicable after the commencement of this subsection, issue to

5 the District Land Registrar one or more certificates that identify each certificate of title relating to land within the Waikato-Tainui claim area that contains a memorial entered pursuant to any of the enactments referred to in **subsection (1)** of this section.

(4) The District Land Registrar shall, as soon as reasonably practicable after receiving a certificate referred to in **subsection (3)** of this section and without fee, cancel each such memorial on a certificate of title identified in the certificate.

10 (5) Subject to **subsection (6)** of this section, **subsections (1) to (4)** of this section do not apply in respect of—

(a) The land specified in the **Second Schedule** to this Act; or

(b) The Maramarua land, as described in attachment 10 to the deed of settlement.

15 (6) The Governor-General may, by one or more Orders in Council, apply **subsections (1) to (4)** of this section to the whole or part of the Maramarua land referred to in **subsection (5) (b)** of this section.

20 **13. Power of the Crown to compulsorily acquire property for purpose of settlement**—(1) Where the Crown is obliged by the deed of settlement to transfer to the land holding trustee a property of a Crown body (or any body that was a Crown body at the date on which the deed of settlement was signed), the Minister of Lands may, after consultation
25 with—

(a) Any Minister of the Crown for the time being responsible for that body; and

(b) Any Minister of the Crown who is a shareholder of the body,—

30 acquire the settlement property under Part II of the Public Works Act 1981 as if the settlement property were land required for both Government work and a public work and Parts II, IV, V, VI, and VII of that Act and the First, Third, Fourth, and Fifth Schedules to that Act shall, subject to the
35 modifications set out in the **Third Schedule** to this Act and to all other necessary modifications, apply accordingly.

(2) The existence on the certificate of title to any property acquired pursuant to **subsection (1)** of this section of a memorial under any of the enactments referred to in **section 12 (1)** of this
40 Act shall not be taken into account in any assessment of compensation made under the Public Works Act 1981 in relation to the acquisition of that property.

(3) Where a lease of a property acquired pursuant to **subsection (1)** of this section has been or is to be granted to the body from whom the property is acquired, that lease shall be taken into account in any assessment of compensation made under the Public Works Act 1981 in relation to the acquisition of that property. 5

(4) In this section, the term “property” means a settlement property specified in the deed of settlement in the form in which it was signed on the 22nd day of May 1995.

14. Issue of certificates of title—Where any settlement property, or residual Crown land, for which no certificate of title has been issued under the Land Transfer Act 1952— 10

(a) Is vested in the Crown; but

(b) Is to be acquired by the land holding trustee— then, notwithstanding any other enactment or rule of law, the District Land Registrar shall, at the request of the Commissioner of Crown Lands and after completion of such survey (if any) as may be necessary, issue a certificate of title under the Land Transfer Act 1952 for the settlement property or residual Crown land in the name of the Crown, and that certificate of title shall be subject to, and shall have the benefit of, any relevant easements, encumbrances, restrictions, and other interests. 15
20

Provisions Relating to Trusts

15. Land holding trustee authorised to acquire land— Notwithstanding section 26 of the Maori Trust Boards Act 1955, for the purpose of giving effect to the deed of settlement, the land holding trustee is hereby authorised to do either or both of the following: 25

(a) Acquire from the Crown any settlement property or residual Crown land, whether or not subject to any lease to, or other interest of, any other person: 30

(b) Sign any document or do any other thing for the purposes of any such acquisition.

16. Provision for registration of land in name of Pootatau Te Wherowhero—(1) Notwithstanding the Land Transfer Act 1952 or any other enactment or rule of law, the land holding trustee may direct in writing that any land, or interest in land, that is registrable or registered under that Act in the name of the land holding trustee— 35
40

- (a) Be registered in the name of Pootatau Te Wherowhero, rather than in the name of the land holding trustee; or
- 5 (b) Be no longer registered in the name of Pootatau Te Wherowhero, and instead be registered in the name of the land holding trustee.
- (2) If the District Land Registrar receives—
- (a) A direction in writing from the land holding trustee under **subsection (1) (a)** of this section; or
- 10 (b) A direction in writing from the land holding trustee under **subsection (1) (b)** of this section, together with—
- (i) A certificate in writing from the land holding trustee as to the persons who are at that time “custodians of Te Wherowhero title” within the meaning of the trust deed for the land holding trust; and
- 15 (ii) A written consent to that direction executed by each such person,—
- the District Land Registrar shall give effect to that direction.
- 20 (3) Where any land or interest in land is registered under the Land Transfer Act 1952 in the name of Pootatau Te Wherowhero,—
- (a) The land holding trustee shall have all the rights, duties, and powers of the registered proprietor of that land or interest (except that the land or interest shall
- 25 continue to be registered in that name unless a direction is given under **subsection (1) (b)** of this section), and shall exercise and perform every such right, duty, and power in its own name and not in the name of Pootatau Te Wherowhero; and
- 30 (b) The District Land Registrar shall have regard to **paragraph (a)** of this subsection.
- (4) The presentation to the District Land Registrar of a direction in writing—
- 35 (a) Executed or purporting to be executed by the land holding trustee; and
- (b) Relating to any land registrable or registered in the name of the land holding trustee or in the name of Pootatau Te Wherowhero; and
- 40 (c) In the case of a direction given under **subsection (1) (b)** of this section, containing a consent executed or purporting to be executed by each of the persons who are required by **subsection (2) (b)** of this section to execute the consent; and

(d) Containing a recital that the direction is given under paragraph (a) or paragraph (b) (as the case may be) of subsection (1) of this section—
shall, in the absence of evidence to the contrary, be sufficient evidence that the direction has been given under that paragraph and that any consents required by subsection (2) (b) of this section have been given. 5

17. Vesting of Te Rapa and Hopuhopu land in name of Pootatau Te Wherowhero—(1) On the date on which this section comes into force,— 10

(a) The Te Rapa land and the Hopuhopu land shall, by virtue of this section, vest in the land holding trustee upon the trusts declared in the trust deed for the land holding trust; and

(b) The land holding trustee shall be deemed to have directed in writing under section 16 (1) (a) of this Act that the Te Rapa land and the Hopuhopu land shall be registered in the name of Pootatau Te Wherowhero. 15

(2) As soon as practicable after the date on which this section comes into force, the District Land Registrar shall, after any surveys that are necessary have been completed, issue certificates of title under the Land Transfer Act 1952 for the Te Rapa land and the Hopuhopu land in the name of Pootatau Te Wherowhero, and those certificates of title— 20

(a) Shall be subject to sections 10 and 11 of the Crown Minerals Act 1991 and to Part IVA of the Conservation Act 1987 (as applied by subsection (5) of this section); and 25

(b) Shall be subject to, and shall have the benefit of, any relevant easements, encumbrances, restrictions, and other interests. 30

(3) In this section, the term “Hopuhopu land” means—

(a) All that piece of land containing 50.4750 hectares, more or less, being Allotment 541, Parish of Pepepe, as shown on ML 22198, lodged in the office of the Chief Surveyor at Hamilton; and 35

(b) All those pieces of land containing together 137.8640 hectares, more or less, being Allotments 386 to 390, Komakorau Parish, as shown on ML 22197, lodged in the office of the Chief Surveyor at Hamilton. 40

(4) In this section, the term “Te Rapa land” means all that piece of land containing 29.1710 hectares, more or less, being

Section 1, S.O. 59507, as shown on S.O. Plan 59507, lodged in the office of the Chief Surveyor at Hamilton.

5 (5) Each vesting of land in the land holding trustee by subsection (1) (a) of this section shall be deemed to be a disposition of land by the Crown for the purposes of Part IVA of the Conservation Act 1987.

10 **18. Land holding trust not subject to Te Ture Whenua Maori Act 1993**—Nothing in Te Ture Whenua Maori Act 1993 shall apply to the land holding trust or to any land that is registrable or registered in the name of the land holding trustee or in the name of Pootatau Te Wherowhero.

15 **19. Land holding trust not subject to rule against perpetuities**—(1) It is hereby declared that the land holding trust shall not be subject to any enactment or rule of law restricting the period for which a trust may run.

(2) It is hereby declared that no lease of a settlement property to a Crown body shall be subject to any enactment or rule of law restricting the period for which a lease may be granted.

20 **20. Establishment of land acquisition trust**—For the purposes of giving effect to the deed of settlement,—

(a) The Crown is hereby authorised to establish the land acquisition trust; and

25 (b) Any Minister of the Crown may on behalf of the Crown sign one or more deeds or other documents, and do any other thing, that may be necessary to establish the trust.

Appointments to Conservation Board

30 **21. Amendments to Conservation Act 1987**—(1) Section 6P of the Conservation Act 1987 (as inserted by section 5 of the Conservation Law Reform Act 1990) is hereby amended by omitting from subsection (1) the expression “and (7)”, and substituting the expression “(7), and (7A)”.

35 (2) Section 6P of the Conservation Act 1987 (as so inserted) is hereby further amended by inserting, after subsection (7), the following subsection:

40 “(7A) The Board whose area of jurisdiction includes most of the Waikato-Tainui claim area within the meaning of section 5 of the Waikato-Tainui Raupatu Claims Settlement Act 1995 shall consist of not more than 12 persons, being—

“(a) Not more than 11 persons appointed under **subsection (2)** of this section; and

“(b) The person who for the time being is recognised as the Head of Kahui Ariki, or a person appointed by the Minister on the nomination of the person so recognised.” 5

(3) This section shall come into force on the 1st day of September 1996.

Crown Forest Assets

22. Crown forest assets—(1) In this Act,— 10

“Claimants” means the claimants in respect of the Waitangi Tribunal claim registered as Wai 30, being Robert Te Kotahi Mahuta on behalf of himself and on behalf of the members of Waikato-Tainui, the members of the Tainui Maori Trust Board and Ngaa Marae Toopu: 15

“Crown forestry licence” means a licence granted under section 14 of the Crown Forest Assets Act 1989:

“Crown Forestry Rental Trust” and “trust” means the trust established under section 34 of the Crown Forest Assets Act 1989: 20

“Licensed land” has the same meaning as in the Crown Forest Assets Act 1989:

“Maramarua forest land” means all those pieces of land situated in the Land Registration District of South Auckland containing together 5698.2000 hectares, more or less, being Lots 1 and 2, D.P. S56867, and Lot 1, D.P. S56868: 25

“Onewhero forest land” means all those pieces of land situated in the Land Registration District of South Auckland containing together 1074.1965 hectares, more or less, being Lot 1, D.P. S53139, Lot 1, D.P. S53140, Sections 1 and 2, Block X, Onewhero Survey District, and Section 6, Block XIII, Onewhero Survey District. 30 35

(2) On the date on which this subsection comes into force,—

(a) The Waitangi Tribunal shall be deemed to have made a final recommendation under section 8HB (1) (a) of the Treaty of Waitangi Act 1975 that the whole of the Onewhero forest land be returned to Maori ownership, subject to any relevant Crown forestry licence, by being transferred to Waikato-Tainui in accordance with the deed of settlement, and there 40

shall be no further payment of any compensation under section 36 (1) (b) of the Crown Forests Assets Act 1989; and

5 (b) The provisions of the Crown Forest Assets Act 1989, and of the Crown Forestry Rental Trust, shall apply accordingly.

(3) On the date on which this subsection comes into force,—

10 (a) The Waitangi Tribunal shall be deemed to have made a final recommendation under section 8HB (1) (a) of the Treaty of Waitangi Act 1975 that the whole of the Maramarua forest land be returned to Maori ownership, subject to any relevant Crown forestry licence, by being transferred to Waikato-Tainui in accordance with the deed of settlement, and there shall be no further payment of any compensation under section 36 (1) (b) of the Crown Forests Assets Act 1989; and

15 (b) The provisions of the Crown Forest Assets Act 1989, and of the Crown Forestry Rental Trust deed, shall apply accordingly.

(4) On the date on which this subsection comes into force,—

20 (a) The Waitangi Tribunal shall be deemed to have made a final recommendation under section 8HB (1) (b) of the Treaty of Waitangi Act 1975 that all of the licensed land in the Waikato-Tainui claim area, other than the Onewhero forest land and the Maramarua forest land, not be liable to return to Maori ownership; and

25 (b) The provisions of the Crown Forest Assets Act 1989, and of the Crown Forestry Rental Trust deed, shall apply accordingly.

30 (5) No Order in Council may be made bringing **subsection (3)** of this section into force unless a final determination has been made by an appropriate authority, or agreement has been reached between the claimants and the Hauraki Maori Trust Board, to the effect that the competing claim by that trust board to the Maramarua forest land is subject to the claim made by the claimants to that land.

35 (6) Nothing in this section shall prejudice any right which Waikato-Tainui may have to apply to the trustee of the Crown Forestry Rental Trust for payment of their costs for the preparation and presentation of their claim to the Maramarua forest land.

40

Tainui Maori Trust Board

23. Cancellation of Tainui Maori Trust Board annuity—(1) Subsections (2), (2A), and (3) of section 7 of the Maori Trust Boards Act 1955 are hereby repealed.

(2) The following enactments are hereby consequentially repealed: 5

(a) Section 8 (1) (b) of the Maori Purposes Act 1977:

(b) Section 5 of the Maori Purposes Act 1978.

24. Dissolution of Tainui Maori Trust Board—(1) In this section and in the **Fourth Schedule** to this Act,— 10

“Appointed day” means the date of commencement of this section:

“Successor” means the body corporate or other person named as the successor to the Trust Board by the Governor-General by Order in Council: 15

“Trust Board” means the Tainui Maori Trust Board.

(2) On the appointed day,—

(a) The undertaking of the Trust Board shall, by virtue of this section, vest in the successor; and

(b) The Trust Board shall be deemed to be dissolved; and 20

(c) Every person holding office as a member of the Trust Board shall cease to hold that office.

(3) The provisions of the **Fourth Schedule** to this Act shall apply in respect of the dissolution of the Trust Board, and the vesting of its undertaking in the successor, under this section. 25

(4) The following enactments are hereby repealed:

(a) Section 7 of the Maori Trust Boards Act 1955:

(b) Section 12 of the Maori Purposes Act 1968.

Amendment to Treaty of Waitangi Act 1975

25. Jurisdiction of Tribunal to consider claims— 30
Section 6 of the Treaty of Waitangi Act 1975 (as amended by section 40 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992) is hereby amended by adding the following subsection:

“(8) Notwithstanding anything in this Act or in any other Act or rule of law, as from the commencement of this subsection, the Tribunal shall not have jurisdiction to inquire or further inquire into, or to make any finding or recommendation in respect of,— 35

“(a) Any or all of the Raupatu claims, as defined in sections 5 and 6 of the **Waikato-Tainui Raupatu Claims Settlement Act 1995**; 40
or

“(b) The deed of settlement, as defined in **section 5** of the
Waikato-Tainui Raupatu Claims Settlement Act 1995; or

5 “(c) The benefits provided to Waikato-Tainui under that deed
of settlement or the **Waikato-Tainui Raupatu Claims
Settlement Act 1995**.”

Amendments to Transit New Zealand Act 1989

26. Maori interests to be considered—(1) The Transit
New Zealand Act 1989 is hereby amended by repealing
section 27, and substituting the following section:

10 “27. No project that affects or is likely to affect Maori land,
land registered in the name of Pootatau Te Wherowhero under
section 16 of the **Waikato-Tainui Raupatu Claims Settlement Act 1995**, or
Maori historical, cultural, or spiritual interests shall be included
15 in any district land transport programme or regional land
transport programme unless the local authority responsible for
the project has consulted,—

“(a) In the case of land registered in the name of Pootatau Te
Wherowhero or interests relating to that land, the
land holding trustee (as defined in **section 5** of the
20 **Waikato-Tainui Raupatu Claims Settlement Act 1995**); or

“(b) In any other case, every iwi or hapu that in the opinion
of the local authority will or may be affected by the
project,—

25 and the local authority is satisfied after such consultation that
the project should proceed.”

(2) **Subsection (1)** of this section, and **section 27** of the Transit New
Zealand Act 1989 (as substituted by **subsection (1)** of this section)
shall be deemed, as from the close of the 30th day of June
1996, to be repealed.

30 **27. Maori interests to be considered**—(1) The Transit
New Zealand Act 1989 is hereby amended by repealing section
42L (as enacted by section 18 (1) of the Transit New Zealand
Amendment Act 1995), and substituting the following section:

35 “42L. No output or capital project which affects or is likely to
affect Maori land, land registered in the name of Pootatau Te
Wherowhero under **section 16** of the **Waikato-Tainui Raupatu Claims
Settlement Act 1995**, or Maori historical, cultural, or spiritual
interests shall be included in a national roading programme, a
40 safety (administration) programme, State highways
programme, a regional programme, or a district roading
programme unless the Board, the Land Transport Safety

Authority, the Authority, regional council, or territorial authority preparing the programme has consulted,—

“(a) In the case of land registered in the name of Pootatau Te Wherowhero or interests relating to that land, the land holding trustee (as defined in **section 5** of the **Waikato-Tainui Raupatu Claims Settlement Act 1995**); or 5

“(b) In any other case, every iwi or hapu that in the opinion of the Board, the Land Transport Safety Authority, the Authority, regional council, or territorial authority will or may be affected by the project,— 10
and the Board, the Land Transport Safety Authority, the Authority, regional council, or territorial authority is satisfied after such consultation that the project should proceed.”

(2) No Order in Council may be made bringing **subsection (1)** of this section into force before the 1st day of July 1996. 15

28. Authority may declare State highways—Section 60 of the Transit New Zealand Act 1989 is hereby amended by repealing subsection (4), and substituting the following subsection:

“(4) No declaration shall be made under subsection (1) of this section which affects or is likely to affect Maori land, land registered in the name of Pootatau Te Wherowhero under **section 16** of the **Waikato-Tainui Raupatu Claims Settlement Act 1995**, or Maori historical, cultural, or spiritual interests, unless the Authority has consulted,— 20 25

“(a) In the case of land registered in the name of Pootatau Te Wherowhero or interests relating to that land, the land holding trustee (as defined in **section 5** of the **Waikato-Tainui Raupatu Claims Settlement Act 1995**); or

“(b) In any other case, every iwi or hapuu that in the opinion of the Authority will or may be affected by the declaration,— 30

and the Authority is satisfied after such consultation that the declaration should be made.”

Amendment to Resource Management Act 1991 35

29. Conditions of resource consents—Section 108 (9) of the Resource Management Act 1991 is hereby amended by inserting in paragraph (b), after the word “otherwise”, the words “and excluding land registered in the name of Pootatau Te Wherowhero under **section 16** of the **Waikato-Tainui Raupatu Claims Settlement Act 1995**”. 40

Amendments to Crown Minerals Act 1991

30. Entry on Crown land for minimum impact activity—Section 51 of the Crown Minerals Act 1991 is hereby amended by adding the following subsections:

5 “(3) No person may, without the consent of the land holding trustee (as defined in **section 5** of the **Waikato-Tainui Raupatu Claims Settlement Act 1995**), enter on any land that is both—

“(a) Registered in the name of Pootatau Te Wherowhero under **section 16** of that Act; and

10 “(b) Regarded as waahi tapu by the land holding trustee within the meaning of that Act—
for the purpose of carrying out a minimum impact activity.

15 “(4) Subsection (1) (b) of this section shall apply in relation to land registered in the name of Pootatau Te Wherowhero under **section 16** of the **Waikato-Tainui Raupatu Claims Settlement Act 1995** as if that land were Maori land and as if the land holding trustee were the local iwi authority of that land.”

31. Declaration by Order in Council that access arrangement may be determined by arbitrator—Section
20 66 (1) (b) of the Crown Minerals Act 1991 is hereby amended by inserting, after the words “Maori Land,” the words “or land registered in the name of Pootatau Te Wherowhero under **section 16** of the **Waikato-Tainui Raupatu Claims Settlement Act 1995**,”.

SCHEDULES**Preamble, recital A****FIRST SCHEDULE****THE TREATY OF WAITANGI****(THE TEXT IN ENGLISH)**

HER MAJESTY VICTORIA Queen of the United Kingdom of Great Britain and Ireland regarding with Her Royal Favour the Native Chiefs and Tribes of New Zealand and anxious to protect their just Rights and Property and to secure to them the enjoyment of Peace and Good Order has deemed it necessary in consequence of the great number of Her Majesty's Subjects who have already settled in New Zealand and the rapid extension of Emigration both from Europe and Australia which is still in progress to constitute and appoint a functionary properly authorised to treat with the Aborigines of New Zealand for the recognition of Her Majesty's Sovereign authority over the whole or any part of those islands—Her Majesty therefore being desirous to establish a settled form of Civil Government with a view to avert the evil consequences which must result from the absence of the necessary Laws and Institutions alike to the native population and to Her subjects has been graciously pleased to empower and to authorise me William Hobson a Captain in Her Majesty's Royal Navy Consul and Lieutenant Governor of such parts of New Zealand as may be or hereafter shall be ceded to her Majesty to invite the confederated and independent Chiefs of New Zealand to concur in the following Articles and Conditions.

ARTICLE THE FIRST

The Chiefs of the Confederation of the United Tribes of New Zealand and the separate and independent Chiefs who have not become members of the Confederation cede to Her Majesty the Queen of England absolutely and without reservation all the rights and powers of Sovereignty which the said Confederation or Individual Chiefs respectively exercise or possess, or may be supposed to exercise or to possess over their respective Territories as the sole Sovereigns thereof.

ARTICLE THE SECOND

Her Majesty the Queen of England confirms and guarantees to the Chiefs and Tribes of New Zealand and to the respective families and individuals thereof the full exclusive and undisturbed possession of their Lands and Estates Forests Fisheries and other properties which they may collectively or individually possess so long as it is their wish and desire to retain the same in their possession; but the Chiefs of the United Tribes and the individual Chiefs yield to Her Majesty the exclusive right of Preemption over such lands as the proprietors thereof may be disposed to alienate at such prices as may be agreed upon between the respective Proprietors and persons appointed by Her Majesty to treat with them in that behalf.

ARTICLE THE THIRD

In consideration thereof Her Majesty the Queen of England extends to the Natives of New Zealand Her royal protection and imparts to them all the Rights and Privileges of British Subjects.

W. HOBSON Lieutenant Governor.

FIRST SCHEDULE—*continued*

THE TREATY OF WAITANGI—*continued*

(THE TEXT IN ENGLISH)—*continued*

Now therefore We the Chiefs of the Confederation of the United Tribes of New Zealand being assembled in Congress at Victoria in Waitangi and We the Separate and Independent Chiefs of New Zealand claiming authority over the Tribes and Territories which are specified after our respective names, having been made fully to understand the Provisions of the foregoing Treaty, accept and enter into the same in the full spirit and meaning thereof: in witness of which we have attached our signatures or marks at the places and the dates respectively specified.

Done at Waitangi this Sixth day of February in the year of Our Lord One thousand eight hundred and forty.

[*Here follow signatures, dates, etc.*]

(THE TEXT IN MAORI)

KO WIKITORIA, te Kuini o Ingarani, i tana mahara atawai ki nga Rangatira me nga Hapu o Nu Tirani i tana hiahia hoki kia tohungia ki a ratou o ratou rangatiratanga, me to ratou wenua, a kia mau tonu hoki te Rongo ki a ratou me te Atanoho hoki kua wakaaro ia he mea tika kia tukua mai tetahi Rangatira hei kai wakarite ki nga Tangata maori o Nu Tirani-kia wakaaetia e nga Rangatira maori te Kawanatanga o te Kuini ki nga wahikatoa o te Wenua nei me nga Motu-na te mea hoki he tokomaha ke nga tangata o tona Iwi Kua noho ki tenei wenua, a e haere mai nei.

Na ko te Kuini e hiahia ana kia wakaritea te Kawanatanga kia kaua ai nga kino e puta mai ki te tangata Maori ki te Pakeha e noho ture kore ana.

Na, kua pai te Kuini kia tukua a hau a Wiremu Hopihona he Kapitana i te Roiara Nawi hei Kawana mo nga wahi katoa o Nu Tirani e tukua aiane, amua atu ki te Kuini e mea atu ana ia ki nga Rangatira o te wakaminenga o nga hapu o Nu Tirani me era Rangatira atu enei ture ka korerotia nei.

Ko te Tuatahi

Ko nga Rangatira o te Wakaminenga me nga Rangatira katoa hoki ki hai i uru ki taua wakaminenga ka tuku rawa atu ki te Kuini o Ingarani ake tonu atu-te Kawanatanga katoa o o ratou wenua.

Ko te Tuarua

Ko te Kuini o Ingarani ka wakarite ka wakaae ki nga Rangatira ki nga hapu-ki nga tangata katoa o Nu Tirani te tino rangatiratanga o o ratou wenua o ratou kainga me o ratou taonga katoa. Otiia ko nga Rangatira o te Wakaminenga me nga Rangatira katoa atu ka tuku ki te Kuini te hokonga o era wahi wenua e pai ai te tangata nona te Wenua-ki te ritenga o te utu e wakaritea ai e ratou ko te kai hoko e meatia nei e te Kuini hei kai hoko mona.

*Waikato-Tainui Raupatu Claims
Settlement*

FIRST SCHEDULE—*continued*

THE TREATY OF WAITANGI—*continued*

(THE TEXT IN MAORI)—*continued*

Ko te Tuatoru

Hei wakaritenga mai hoki tenei mo te wakaaetanga ki te Kawanatanga o te Kuini-Ka tiakina e te Kuini o Ingarani nga tangata maori katoa o Nu Tirani ka tukua ki a ratou nga tikanga katoa rite tahi ki ana mea ki nga tangata o Ingarani.

(Signed) WILLIAM HOBSON,
Consul and Lieutenant-Governor.

Na ko matou ko nga Rangatira o te Wakaminenga o nga hapu o Nu Tirani ka huihui nei ki Waitangi ko matou hoki ko nga Rangatira o Nu Tirani ka kite nei i te ritenga o enei kupu, ka tangohia ka wakaaetia katoatia e matou, koia ka tohungia ai o matou ingoa o matou tohu.

Ka meatia tenei ki Waitangi i te ono o nga ra o Pepueri i te tau kotahi mano, e waru rau e wa te kau o to tatou Ariki.

Ko nga Rangatira o te wakaminenga.

SECOND SCHEDULE

Section 12 (5) (a)

LAND IN RESPECT OF WHICH RESUMPTIVE MEMORIALS ARE NOT CANCELLED

1. All that piece of land containing 577 square metres, more or less, situated in Block XV, Rangiriri Survey District, being Allotment 842 and part Allotment 52, Parish of Taupiri, and Lot 101 on Deposited Plan 8976, and being all the land comprised and described in certificate of title No. 44A/188 (South Auckland Registry).
 2. All that piece of land containing 529 square metres, more or less, being Section 1, S.O. 57429, and being the balance of the land comprised and described in certificate of title, Volume 128, folio 188 (South Auckland Registry).
-

Section 13 (1)

THIRD SCHEDULE

MODIFICATIONS OF PROVISIONS OF PUBLIC WORKS ACT 1981 APPLICABLE TO
ACQUISITION OF SETTLEMENT PROPERTY

1. For the purposes of **section 13** of this Act, the following provisions of Part II of the Public Works Act 1981 and of the Third Schedule to that Act shall not apply, namely:

- (a) Section 23 (1) (b) (iv);
- (b) Section 23 (3);
- (c) Sections 24 and 25;
- (d) Form B in the Third Schedule.

2. For the purposes of **section 13** of this Act, section 23 (1) (b) of the Public Works Act 1981 shall have effect as if, for subparagraphs (ii) and (iii), there were substituted the following subparagraph:

“(ii) A statement that the land is to be acquired under **section 13** of the **Waikato-Tainui Raupatu Claims Settlement Act 1995**; and”.

3. For the purposes of **section 13** of this Act, section 26 of the Public Works Act 1981 shall have effect as if, for subsection (1), there were substituted the following subsection:

“(1) After the expiration of the period of 20 working days specified in the notice served under section 23 (1) (c) of this Act, the land intended to be taken shall be taken in the following manner:

“(a) Subject to the provisions of section 32 of this Act,—

“(i) A survey plan shall be prepared, in duplicate, showing accurately the position and extent of the land proposed to be taken; and

“(ii) Such plan shall be signed by the Chief Surveyor as evidence of its accuracy; and

“(iii) A duplicate print of the title plan shall be prepared; and

“(b) The Minister shall recommend the Governor-General to issue a Proclamation taking the land.”

4. For the purposes of **section 13** of this Act, the First Schedule to the Public Works Act 1981 shall have effect as if, for the form set out in that Schedule, there were substituted the following form:

“NOTICE OF INTENTION TO TAKE LAND IN [*Insert name of City or District*] FOR
THE PURPOSE OF GIVING EFFECT TO THE WAIKATO-TAINUI RAUPATU CLAIMS
SETTLEMENT

To [*Full Name*] of [*Address*]

1. Take notice that the Minister of Lands proposes to take under the Public Works Act 1981 your interest in the land described in the Schedule to this notice.

2. The land is to be acquired under **section 13** of the **Waikato-Tainui Raupatu Claims Settlement Act 1995**.

3. A plan of the land intended to be taken is attached.

[*May be deleted if all the land is in a surveyed lot.*]

4. Your interest in the land will not be acquired until at least 20 working days after the service of this notice on you.

THIRD SCHEDULE—*continued*

MODIFICATIONS OF PROVISIONS OF PUBLIC WORKS ACT 1981 APPLICABLE TO
ACQUISITION OF SETTLEMENT PROPERTY—*continued*

YOUR RIGHT TO COMPENSATION

5. This notice relates to the taking of your interest in the land and not to your right to compensation. Under the Public Works Act 1981 you are entitled to full compensation for your interest in the land. If this compensation cannot be agreed between you and the Minister of Lands, it can be determined in separate proceedings before the Land Valuation Tribunal.

WARNING

THIS NOTICE CONCERNS YOUR RIGHTS OVER THE LAND
REFERRED TO. IF YOU ARE IN ANY DOUBT ABOUT ITS EFFECT,
YOU SHOULD OBTAIN LEGAL ADVICE IMMEDIATELY.

Do not delay.

[*Insert name*] Land District

[*Give general description of the land required to be taken, including the postal address or some other readily identifiable description of the place where the land is situated*].

[*Add legal description of land*]

Dated at this day of 19.....

[*Signature*]

Minister of Lands”

5. For the purposes of **section 13** of this Act, Form A in the Third Schedule to the Public Works Act 1981 shall have effect as if—

- (a) For the words “or [*Name of local authority*] for the purpose of [*Insert name of public work mentioned in Proclamation or declaration*]”, there were substituted the words “so that it can be transferred to Waikato-Tainui pursuant to the Waikato-Tainui Raupatu claims settlement”; and
 - (b) For the words “said work”, there were substituted the words “taking of the land described in Table A below”; and
 - (c) For the words “said land and the construction of the said public work”, there were substituted the words “land described in Table A below”.
-

Section 24

FOURTH SCHEDULE

PROVISIONS RELATING TO DISSOLUTION OF TAINUI MAORI TRUST BOARD

1. **Interpretation**—In this Schedule and in **section 24** of this Act, unless the context otherwise requires,—

“Inland Revenue Acts” has the same meaning as in section 3 (1) of the Tax Administration Act 1994:

“Instrument” includes—

(a) Any instrument (other than this Act) of any form or kind that creates, evidences, modifies, or extinguishes rights, interests, or liabilities or would do so if it or a copy of it were lodged, filed, or registered under any enactment; and

(b) Any judgment, order, or a process of a court:

“Liabilities” means liabilities, debts, charges, duties, and obligations of every description (whether present or future, actual or contingent, and whether payable or to be observed or performed in New Zealand or elsewhere):

“Property” means property of every kind, whether tangible or intangible, real or personal, corporeal or incorporeal and, without limiting the generality of the foregoing, includes—

(a) Choses in action and money:

(b) Goodwill:

(c) Rights, interests, and claims of every kind in or to property, whether arising from, accruing under, created or evidenced by, or the subject of, an instrument or otherwise and whether liquidated or unliquidated, actual, contingent, or prospective:

“Rights” means all rights, powers, privileges, and immunities, whether actual, contingent, or prospective:

“Security” means a mortgage or charge (whether legal or equitable), debenture, bill of exchange, promissory note, guarantee, indemnity, instrument by way of security, lien, pledge, or other security for the payment of money or for the discharge of any other obligation or liability, and in any case whether upon demand or otherwise, whether present or future and whether actual or contingent; and includes an agreement or undertaking to give or execute, whether upon demand or otherwise, any of the foregoing:

“Undertaking”, in relation to the Trust Board, means the property, rights, and liabilities of the Trust Board and, without limiting the generality of the foregoing, includes its rights, duties, and powers as a trustee.

2. **Consequential provisions on vesting of undertaking**—

(1) Without limiting the generality of **section 24** of this Act, the following provisions shall apply on and after the appointed day:

(a) A reference (express or implied) to the Trust Board in any other Act, or in any regulation, order, or notice made or given under any enactment, or in any contract, instrument, register, record, notice, security, document, or communication made, given, passed or executed before or after the appointed day shall, unless the context otherwise requires, be read and construed as a reference to the successor:

FOURTH SCHEDULE—*continued*

PROVISIONS RELATING TO DISSOLUTION OF TAINUI MAORI TRUST BOARD—
continued

- (b) All contracts (including contracts of employment), agreements, conveyances, deeds, leases, licences, securities, and other instruments, undertakings, and notices (whether or not in writing) entered into by, made with, given to or by, or addressed to the Trust Board (whether alone or with any other person) before the appointed day and subsisting immediately before the appointed day shall, to the extent that they were previously binding on and enforceable by, against, or in favour of the Trust Board, be binding on and enforceable by, against, or in favour of the successor as fully and effectually in every respect as if, instead of the Trust Board, the successor had been the person by whom they were entered into, with whom they were made, or to or by whom they were given or addressed, as the case may be:
 - (c) Any instruction, order, direction, mandate, or authority given to the Trust Board shall be deemed to have been given to the successor.
 - (2) Nothing effected or authorised by this Act—
 - (a) Shall be regarded as placing the Trust Board or the successor or any other person in breach of contract or confidence or as otherwise making any of them guilty of a civil wrong; or
 - (b) Shall be regarded as placing the Trust Board, the successor, or any other person, in breach of—
 - (i) Any enactment, rule of law, or contractual provision prohibiting, restricting, or regulating the assignment or transfer of any property; or
 - (ii) The Privacy Act 1993 or any other enactment, rule of law, or contractual provision relating to the collection, use, or disclosure of any information; or
 - (c) Shall release any surety wholly or in part from all or any of the surety's obligations; or
 - (d) Shall be regarded as giving rise to a right for any person to—
 - (i) Terminate or cancel or modify any contract or agreement; or
 - (ii) Enforce or accelerate the performance of an obligation; or
 - (iii) Require the performance of an obligation not otherwise arising for performance; or
 - (e) Shall invalidate or discharge any contract or security; or
 - (f) Shall affect the rights of the successor in respect of any promise, covenant, warranty, or guarantee given to it by any person relating to the liabilities of the Trust Board.
3. **Continuity of legal proceedings**—(1) This section applies to—
- (a) Any action, arbitration, or proceeding, or cause of action, arbitration, or proceeding which, immediately before the appointed day, is pending or existing by, against, or in favour of the Trust Board or to which the Trust Board is a party:
 - (b) Any cause of action, arbitration, or proceeding that arises on or after the appointed day in respect of any contract entered into by the Trust Board or any act done or omitted to be done by or to the Trust Board, as the case may be, before the appointed day that

FOURTH SCHEDULE—*continued*

PROVISIONS RELATING TO DISSOLUTION OF TAINUI MAORI TRUST BOARD—
continued

would, but for this Act, be available to, against, or in favour of the Trust Board or to which the Trust Board could have been a party.

(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 prejudicially affected by this Act, but may be prosecuted and, without amendment of any writ, pleading, or other document, continued and enforced by, against, or in favour of the successor in its own name to the same extent that it might have been prosecuted, continued, and enforced by, against, or in favour of the Trust Board if this Act had not been passed.

4. Books and documents to remain evidence—(1) Any document, matter, or thing which, if this Act had not been passed, would have been admissible in evidence in respect of any matter for or against the Trust Board shall, on and after the appointed day, be admissible in evidence in respect of the same matter for or against the successor.

(2) In this clause, “document” has the same meaning as in section 2 (1) of the Evidence Amendment Act (No. 2) 1980.

5. Registers—(1) 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 reason of the foregoing provisions of this Act to change the name of the Trust Board to that of the successor in those books or registers or in any document.

(2) The presentation to any Registrar or other person of any instrument (whether or not comprising an instrument of transfer) by the successor—

(a) Executed or purporting to be executed by the successor; and

(b) Relating to any property held immediately before the appointed day by the Trust Board; and

(c) Containing a recital that the property has become vested in the successor by virtue of the provisions of this Act—

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

(3) Without limiting subclause (1) or subclause (2) of this clause, where any security issued by any person or any rights or interests in property of any person are, by virtue of this Act, vested in the successor, that person, on presentation of a certificate signed by a member or officer of the successor, stating that that security or any such rights or interests have, by virtue of this Act, vested in the successor, shall, notwithstanding any other enactment or rule of law or the provisions of any instrument, register the successor as the holder of that security or as the person entitled to such rights or interests, as the case may be.

(4) In subclause (3) of this clause, “security” has the same meaning as in section 2 (1) of the Securities Act 1978.

(5) Except as provided in this clause, nothing in this Act derogates from the provisions of the Land Transfer Act 1952.

6. Transitional provisions relating to taxes and duties—For the purposes of the Inland Revenue Acts, and any other enactment that

FOURTH SCHEDULE—*continued*

PROVISIONS RELATING TO DISSOLUTION OF TAINUI MAORI TRUST BOARD—
continued

imposes or provides for the collection of a tax, duty, levy, rate, or other charge,—

- (a) On and from the appointed day the Trust Board and the successor shall be deemed to be the same person; and
- (b) All transactions entered into by, and acts of, the Trust Board before the appointed day shall be deemed to have been entered into by, or to be those of, the successor and to have been entered into or performed by the successor at the time when they were entered into or performed by the Trust Board.