

Maori Vested Lands Administration Act 1954

Public Act 1954 No 60
Date of assent 29 September 1954

Contents

		Page
	Title	4
1	Short Title	4
Part 1		
Preliminary		
2	Interpretation	4
3	Application of this Act	6
4	Vested land to be held in trust for owners	6
4A	Alienation powers of equitable owners	7
4B	Security over vested land	8
Part 2		
Rights in respect of subsisting leases		
<i>Compensation for improvements</i>		
5	Subsisting leases conferring right to compensation to be read subject to this Act	9
6	Provisions in leases as to improvements	10
7	Certain renewal leases to confer same compensation rights as original leases	10
8	Maori Trustee and lessee may come to agreement outside of provisions of Act	11
9	Agreements for preservation of existing rights	11
10	Land Valuation Tribunal to determine disputes	13
<i>Special valuations</i>		
11	Application for special valuation	14
12	Valuation certificates to be prepared	14
13	General provisions as to valuations	15
14	Notice of valuations and rights of objection thereto	15
14A	Special valuations made on or after 1 July 1998	16

Resumption of land or grant of new lease

15	Notice to be given to lessee as to resumption of land, or requiring an election by lessee	17
16	Lessee to have limited right to occupy land, notwithstanding expiry of lease	18
17	On delivery of possession, Maori Trustee to pay compensation	19
18	Deduction for destroyed or depreciated improvements	19
19	Special provisions as to leases the terms of which have been extended by statute	19
20	Lessee to pay for lessor's improvements when electing to take new lease	20
21	Term of new lease	21
22	Minimum annual rent	21
23	Annual rent where minimum rent reduced because of uncontrollable deterioration	22
24	Rent under new lease	22
25	Valuations for revision of rent	23
26	Lessee may require Maori Trustee to reduce minimum annual rent	24
27	Provision as to compensation for improvements	24
28	Valuations for purposes of determining compensation	25
29	Reservation of rights to timber trees	25
30	Assignment of leases	26
31	Form of new lease	27
32	Procedure where lessee does not accept new lease or renewal of a lease	27
33	Procedure where right to new lease not purchased	29
34	Date of commencement of new lease when offered for public competition	30

Jurisdiction of Land Valuation Tribunal

35	Commencement of proceedings under section 10 of this Act	30
36	Service of notices	30
37	Statements in answer	31
38	Evidence as to other matters to be brought only by leave	31
39	Proceedings to be determined by Land Valuation Tribunal	31
40	Proceedings in relation to destroyed or damaged improvements	31
41	Objections to valuations to be determined by Land Valuation Tribunal	32

42	Hearing and determinations of objections	32
43	Notification of amendments	32
44	Appeal to High Court from Tribunal's determination	33
45	Appeals by notice of motion	33
46	Service of notice of motion	33
47	Cross appeals	34
48	Chairman of Tribunal to prepare report	34
49	Court may confirm determination or make alterations in valuation	34
50	Determination as to uncontrollable deterioration	35
51	Costs	36
52	Ordinary practice and procedure to apply	36
53	Valuer-General's right of audience	36
54	High Court to have exclusive jurisdiction	37

Part 3

Miscellaneous

55	Disposition of rent paid to Maori Trustee	37
56	Money for payment of compensation	38
57	Provisions of this Act to apply to leases of certain other lands	38
58	Maori Trustee to become agent of owners of land for certain purposes	39
59	Contiguous lands held in one farm	39
60	Maori Trustee may lease land not subject to existing lease	39
61	Maori Trustee may sell land with consent of owners	40
62	Maori Trustee may lease by private contract	41
63	Maori Trustee may grant timber cutting and other licences	41
64	Maori Trustee may manage land as a farm	41
65	Maori Trustee may acquire land for roads	43
66	Record of improvements	43
67	Maori Trustee may accept surrenders of leases or licences	43
68	Costs of lease or licence	43
69	Service of notices	44
70	Revesting of land subject to this Act	44
71	Former lessee not relieved of liability for breaches of covenant	45
72	Land subject to Part 16 of Maori Land Act 1931 no longer so subject	46
73	Protection of leases of Otiranui Nos 2 and 3	46
74	Validation of leases granted by former Maori Land Boards	46
75	Restrictions on removal of timber by lessees	46
76	Regulations	47

77	Repeals	47
	Schedule 1	48
	Memorandum of lease	
	Schedule Schedule	58
	Description of land	
	Schedule 2	59
	Enactments repealed	

An Act to provide for the administration of certain land vested in the Maori Trustee and certain other Maori land subject to leases conferring on the lessees rights to compensation for improvements

1 Short Title

This Act may be cited as the Maori Vested Lands Administration Act 1954.

**Part 1
Preliminary**

2 Interpretation

(1) In this Act, unless the context otherwise requires,—

Capital value of land means the sum which the owner's estate or interest therein, if unencumbered by any mortgage or other charge thereon, might be expected to realise at the time of valuation if offered for sale on such reasonable terms and conditions as a *bona fide* seller might be expected to require

Former lease means any lease of which a subsisting lease is or purports to be a renewal or for which a subsisting lease is or purports to be in substitution; and includes a lease of which a former lease was or purported to be a renewal or for which a former lease was or purported to be in substitution; but does not include any lease granted at any time before the land comprised in the lease was vested in a Maori Land Board under Part 14 or Part 15 of the Maori Land Act 1931 or under the corresponding provisions of any former Act; and **former lessee** has a corresponding meaning

Improvements on land means, subject to the provisions of subsection (2) of this section, all work done or material used at any time on or for the benefit of the land by the expenditure of capital or labour by any owner or lessee thereof in so far as the effect of the work done or material used is to increase the value of the land, and the benefit thereof is unexhausted at the time of valuation; but does not include work done or material used on or for the benefit of the land by the Crown or by any statutory public body, except so far as the work done or material used has been paid for by the owner or lessee by way of direct contribution

Improvements effected by the lessee means improvements effected by a lessee during the currency of a subsisting lease or during the currency of any former lease; and includes improvements paid for, purchased, or otherwise acquired by a lessee whether from a former lessee or otherwise

Land Valuation Tribunal or **Tribunal** means a Land Valuation Tribunal established under the Land Valuation Proceedings Act 1948; and **the Land Valuation Tribunal** or **the Tribunal**, when used in relation to any land, means the particular Land Valuation Tribunal to which any application or appeal or matter arising under this Act and relating to that land has been made or referred

Land Valuation Tribunal: This definition was inserted by section 6(6) of the Land Valuation Proceedings Amendment Act 1977.

Lessee includes the successors, executors, administrators and assigns of a lessee

New lease means a lease granted under the provisions of Part 2 of this Act

Subsisting lease means a lease of vested land subsisting at the commencement of this Act

Unimproved value of any land means the sum, exclusive of the value of any indigenous timber trees, which the owner's estate or interest in the land, if unencumbered by any mortgage or other charge thereon, might be expected to realise at the time of valuation if offered for sale on such reasonable terms and conditions as a *bona fide* seller might be expected to impose, and if no improvements (as hereinbefore defined) had been made on the said land

Valuation Court means the the High Court, including the additional members holding office under the Land Valuation Proceedings Act 1948, in the exercise of its jurisdiction under that Act

Valuation Court: this definition was substituted for the original definition by section 15 Land Valuation Proceedings Amendment Act 1968.

The reference to the High Court was substituted, as from 1 April 1980, for a reference to the Supreme Court pursuant to section 12 Judicature Amendment Act 1979.

Valuation Court: this definition was amended, as from 15 August 1991, pursuant to section 3(5) Judicature Amendment Act 1991 (1991 No 60), by omitting the words “Administrative Division of”, following the abolition of the Administrative Division of the High Court by section 3(1) of that Act.

Value of improvements means the added value which at the date of valuation the improvements give to the land

Vested land means land which is subject to the provisions of this Act.

- (2) Where any work done or material used on or for the benefit of vested land by the Crown or by any statutory public body has been paid for by way of direct contribution from the owner or the lessee of the land, the increase in the value of the land shall not exceed the amount of the direct contribution aforesaid, and the onus of proving the amount of the contribution shall be upon the owner or the lessee, as the case may require.

3 Application of this Act

- (1) All land which immediately prior to the commencement of this Act was vested in the Maori Trustee subject to the provisions of Part 14 or Part 15 of the Maori Land Act 1931 shall, at the commencement of this Act, become vested land subject to the provisions of this Act.
- (2) On the commencement of this Act, all vested land shall cease to be subject to any trusts theretofore applying to the land, and the land shall be administered and dealt with in accordance with the provisions of this Act.

4 Vested land to be held in trust for owners

All vested land shall be held by the Maori Trustee in trust for the owners beneficially entitled thereto, in accordance with their respective interests.

4A Alienation powers of equitable owners

- (1) The equitable owner of a freehold interest in vested land shall have power to deal with the interest in any of the following ways:
- (a) He may dispose of the interest by will:
 - (b) He may sell the interest to the Maori Trustee for the general purposes of the Reserved and Vested Land Purchase Fund established by section 41A of the Maori Trustee Act 1953 (as inserted by section 128 of the Maori Affairs Amendment Act 1967):
 - (c) Repealed by s 9(c) of the Maori Purposes Act 1975.
 - (d) He may agree to the vesting of the interest by order of the Court under sections 164 and 165 Te Ture Whenua Maori Act 1993 (Maori Land Act 1993)—
 - (i) In accordance with the provisions of subsection (1) of the said section 165; or
 - (ii) To any other person having a beneficial freehold interest in the same land; or
 - (iii) To his spouse, civil union partner, de facto partner, child or remoter issue, brother, sister, parent, brother or sister of a parent, or to the child or remoter issue of a parent or of the brother or sister of a parent:
Provided that for the purposes of this paragraph the illegitimacy of any person shall not be deemed to affect the natural blood relationship subsisting between him and any other person:
 - (e) He may assign the interest by way of security in accordance with the provisions of section 4B of this Act (as inserted by section 151 of the Maori Affairs Amendment Act 1967):
 - (f) He may exercise in respect of the interest a vote on any proposal submitted to a meeting of the assembled owners of the land as provided by section 61 of this Act.
- (2) For the purposes of subsection (1) of this section the term **equitable owner** shall, in relation to any beneficial freehold interest in reserved land, mean the person who is recorded as the owner thereof in the records of the Maori Land Court and of

the Maori Trustee and shall include an administrator, assignee, or trustee who is so recorded.

- (3) Except as provided in this section, the equitable owner of a beneficial freehold interest in reserved land shall have no power to deal with his interest.

Section 4A was inserted by section 150 of the Maori Affairs Amendment Act 1967.

In subsection (1)(b) the reference to the Reserved and Vested Lands Purchase Fund is now without effect. The Fund was abolished by section 24 of the Maori Purposes Act 1976.

A reference to sections 213 to 213B of the Maori Affairs Act 1953 (as substituted by section 28 of the Maori Affairs Amendment Act 1974) in subsection (1)(d) was substituted, as from 8 November 1974, for a reference to section 213 of the Maori Affairs Act 1953 (as substituted by section 90 of the Maori Affairs Amendment Act 1967) pursuant to section 28 Maori Affairs Amendment Act 1974 (1974 No 73).

That reference was in turn substituted, as from 1 July 1993, by a reference to sections 164 and 165 Te Ture Whenua Maori (Maori Land) Act 1993 pursuant to section 363(2) Te Ture Whenua Maori (Maori Land) Act 1993 (1993 No 4).

The words “subsection (1) of the said section 213A” in subsection (1)(d)(i) were substituted, as from 8 November 1974, for the words “subsection (4) of the said section 213” pursuant to section 28 Maori Affairs Amendment Act 1974 (1974 No 73).

Those words were in turn substituted, as from 1 July 1993, by the words “subsection (1) of the said section 165” pursuant to section 363(2) Te Ture Whenua Maori (Maori Land) Act 1993 (1993 No 4).

Subsection (1)(d)(iii) was amended, as from 26 April 2005, by section 7 Relationships (Statutory References) Act 2005 (2005 No 3) by inserting the words “civil union partner, de facto partner,” after the word “spouse,”.

4B Security over vested land

- (1) An assignment by way of security of the equitable and beneficial freehold interest in vested land of any person may be effected by the registration in the Maori Land Court of a memorial of assignment in the prescribed form, executed by the owner of the interest as assignor.
- (2) On production of any such memorial and payment of the prescribed fee, the Registrar of the Maori Land Court shall register the same by making a note thereof in the Court’s records of equitable ownership of the vested land concerned.
- (3) The assignment of any interest as aforesaid shall vest in the assignee the right to receive during the currency of the assign-

ment any money payable by the Maori Trustee in respect of that interest.

- (4) On written application by the assignee, and on payment of the prescribed fee, the Registrar shall cancel the entry in the Court's records relating to any such assignment.
- (5) On application by the assignor, and on being satisfied that the obligation secured by the assignment has been duly met, the Court shall direct the Registrar to cancel the entry relating to the assignment.
- (6) On application by the assignee, the Court may by order vest in the assignee absolutely the assigned interest or such part of it as in the Court's opinion is sufficient to discharge the obligation of the assignor to the assignee. Before making any order under this subsection, the Court shall be satisfied as follows:
 - (a) That reasonable notice of the hearing of the application has been given to the assignor or his representative; and
 - (b) That notice requiring the assignor to remedy any default in meeting his obligation secured by the assignment and intimating an intention to proceed under this subsection failing remedy of the default by a date not less than 2 months after the date when the notice was served on the assignor or his representative, and the default has not been remedied.
- (7) The Court may, with or without conditions, waive any requirement under subsection (6) of this section for the service of any notice upon the assignor or his representative if it is satisfied that his whereabouts are unknown.

Section 4B was inserted by section 151 of the Maori Affairs Amendment Act 1967

Part 2

Rights in respect of subsisting leases

Compensation for improvements

5 Subsisting leases conferring right to compensation to be read subject to this Act

All subsisting leases conferring on the lessee the right to compensation for improvements shall be read and construed subject to the provisions of this Act.

6 Provisions in leases as to improvements

- (1) Subject to the provisions of this Act, every subsisting lease which confers on the lessee a right to compensation for improvements shall be deemed to confer on him a right to compensation for all improvements effected by the lessee:
Provided that the value of the improvements shall be ascertained in accordance with the provisions of this Act and not otherwise.
- (2) Nothing in this Part of this Act relating to any subsisting lease shall—
- (a) Confer on any lessee a right to compensation for improvements where no such right is conferred by his lease:
 - (b) Nullify or affect any provision of any lease to the effect that an improvement of any particular kind or class is an improvement for which the lessee is not entitled to compensation or for which compensation shall not be paid:
 - (c) Confer on the lessee, where his lease contains any provision restricting the total amount of compensation to which the lessee shall be entitled, or a provision to the effect that the compensation shall not exceed a certain amount per acre, a right to a greater amount of compensation than that provided for in the lease:
 - (d) Nullify or affect any direction or order given or made by the Court of Review constituted under the Mortgagors and Lessees Rehabilitation Act 1936, or by a Maori Land Board, under which any arrears of rent, or any postponed payments or reductions of rent, were set off or charged against any compensation for improvements.

7 Certain renewal leases to confer same compensation rights as original leases

Subject to any express provision in that behalf contained therein, any subsisting lease which purports to be a renewal of a lease granted under the Maori Lands Administration Act 1900 shall, subject to the provisions of this Act, confer on the lessee the same rights to compensation for improvements as

were conferred upon the lessee by the lease purporting to be renewed.

8 Maori Trustee and lessee may come to agreement outside of provisions of Act

- (1) Nothing in this Act shall be so construed as to limit or affect the right of the Maori Trustee to make any arrangement or agreement with any lessee holding under a subsisting lease for the settlement or discharge of the lessee's rights otherwise than in accordance with the provisions of this Act or the terms of the lease, but no lessee shall, in the absence of any such arrangement or agreement, have in respect of his lease any enforceable rights as against the Maori Trustee or the beneficial owners of the land affected by his lease other than those conferred on him by this Act.
- (2) Where any subsisting lease is subject to a mortgage, no arrangement or agreement for the settlement or discharge of the lessee's rights shall be made under this section without the consent of the mortgagee.
- (3) Nothing in this Act shall prejudicially affect any negotiations in progress at the commencement thereof for the sale and purchase of any vested land, and any such negotiations may be continued and completed as if this Act had not been passed.

9 Agreements for preservation of existing rights

- (1) Notwithstanding the provisions of this Act, any lessee holding under any subsisting lease which contains a provision conferring on him a right to compensation for improvements may, if his lease expires at any time before the 1st day of April 1955, give notice in writing to the Maori Trustee at any time before the 1st day of March 1955, to the effect that he elects to have his rights determined in accordance with the terms of his lease.
- (2) Any lessee holding under any such subsisting lease which expires after the 31st day of March 1955, may give notice in writing to the Maori Trustee to the like effect at any time within 3 months prior to the date of the expiration of his lease:
Provided that the lessee shall not be required to give any notice under this subsection before the 1st day of March 1955.

- (3) The Maori Trustee may, within the time prescribed in subsection (1) or subsection (2) of this section, as the case may require, give notice in writing to the lessee holding under any such subsisting lease that he requires the rights of the lessee to be determined in accordance with the terms of his lease.
- (4) Within 2 months after the date of the receipt by the Maori Trustee of any notice given to him by the lessee under subsection (1) or subsection (2) of this section, or within 2 months after the date of the receipt by the lessee of any notice given by the Maori Trustee under subsection (3) of this section, the Maori Trustee or the lessee shall, by notice in writing to the lessee or to the Maori Trustee, as the case may require, indicate whether or not he is agreeable to a determination of the lessee's rights in accordance with the terms of the lease. If the Maori Trustee or the lessee, as the case may require, fails to give notice in accordance with the provisions of this subsection within the time limited in that behalf, he shall be deemed to have agreed to a determination of the lessee's rights in accordance with the terms of his lease.
- (5) If, in accordance with the provisions of this section, the Maori Trustee and the lessee agree to a determination of the lessee's rights in accordance with his lease, the lessee's right to compensation shall be deemed to be extinguished unless within 6 months after the date of the expiration of his lease, or within such extended period, not exceeding 6 months, as the Maori Land Court may allow, the lessee has applied to the Maori Land Court for an order charging the amount of any unpaid compensation on the land and for the appointment of a receiver for the purpose of enforcing the charge.
- (6) The Maori Land Court shall have jurisdiction to make a charging order and to appoint a receiver under subsection (5) of this section, and the provisions of section 83 of Te Ture Whenua Maori (Maori Land) Act 1993 shall apply to any receiver so appointed.
- (7) Where, pursuant to the foregoing provisions of this section, the Maori Trustee and the lessee agree to a determination of the lessee's rights in accordance with his lease, any appointment of a valuer, arbitrator, or umpire theretofore made, or any valuation or arbitration theretofore completed or under-

taken, or any order made by the Maori Land Court creating a charge on the land for the value of improvements or appointing a receiver, shall, notwithstanding that the lease may have been extended by statute or otherwise, and notwithstanding that the appointment, valuation, arbitration, or order was made before the commencement of this Act, subsist for the purpose for which it was made unless the Maori Trustee and the lessee otherwise agree. Where the Maori Trustee and the lessee otherwise agree, the appointment, valuation, arbitration, or order, as the case may require, shall become null and void, and the Maori Land Court, on application made to it in that behalf, may cancel any order made by it in the premises.

- (8) Before giving any notice to any lessee under subsection (3) of this section or before making, under section 8 of this Act, any arrangement or agreement with any lessee for the settlement or discharge of the lessee's rights otherwise than in accordance with the provisions of this Act, the Maori Trustee shall, so far as is practicable, ascertain the wishes of the beneficial owners of the land affected by the lease and shall act in accordance with those wishes.
- (9) Where any subsisting lease is subject to a mortgage, no agreement for the determination of the lessee's rights in accordance with the terms of his lease shall be made under this section without the consent of the mortgagee.

The reference to section 83 of Te Ture Whenua Maori (Maori Land) Act 1993 in subsection (6) was substituted, as from 1 July 1993, for a reference to section 33 of the Maori Affairs Act 1953 pursuant to section 363(2) Te Ture Whenua Maori (Maori Land) Act 1993 (1993 No 4).

10 Land Valuation Tribunal to determine disputes

Where in respect of any subsisting lease any dispute arises between the lessee and the Maori Trustee as to the existence in the lessee's lease of any right to compensation for improvements, or as to the extent of any such right, or as to the nature and kind of improvements in respect of which the lessee has any such right, the lessee or the Maori Trustee may refer the dispute to the Land Valuation Tribunal for determination, and that Tribunal shall have exclusive jurisdiction, in accordance with the provisions of this Act, to determine the dispute accordingly.

The words “that Tribunal” were substituted for the words “that Court” by section 6(6) of the Land Valuation Proceedings Amendment Act 1977.

Special valuations

11 Application for special valuation

- (1) The Valuer-General, on the application of the Maori Trustee made as soon as practicable after the commencement of this Act, shall cause to be made, as at the date of the expiry of the lease, a special valuation, in accordance with this Part of this Act, of the vested land comprised in any subsisting lease which expires before the 1st day of April 1955, and which confers on the lessee a right to compensation for improvements.
- (2) The Valuer-General, on the application of the Maori Trustee made not earlier than 6 months or later than 3 months before the date of the expiry of the lease, shall cause to be made, as at the date of the expiry of the lease, a special valuation, in accordance with this Part of this Act, of the vested land comprised in any subsisting lease which expires on or after the 1st day of April 1955, and which confers on the lessee a right to compensation for improvements.
- (3) Any application to the Valuer-General under this section shall set forth the name of the lessee, the area of the land comprised in the lease, a description of the land comprised in the lease, a description of any improvements in respect of which the lessee is not entitled to compensation under this Act, and the date of the expiry of the lease.

12 Valuation certificates to be prepared

- (1) On the completion of a special valuation under section 11 of this Act, the Valuer-General shall cause to be prepared a certificate setting forth the following particulars:
 - (a) The name of the lessee:
 - (b) The area of the land comprised in the lease, and a description of the land sufficient to identify it:
 - (c) The total value of any improvements in respect of which the lessee is not entitled to compensation under this Act:
 - (d) The total value of all other improvements in existence on the land:
 - (e) The unimproved value of the land:

- (f) The capital value of the land:
- (g) The date of the expiry of the lease.
- (2) Every certificate prepared by the Valuer-General in accordance with the provisions of this section shall show on its face that it has been made for the purpose of this section.

13 General provisions as to valuations

- (1) In determining the capital value or the unimproved value of any land for the purposes of a special valuation under this Part of this Act, the Valuer-General shall proceed as if the land were not subject to any lease, or to the right of any person to obtain a lease thereof, but otherwise, and subject to the provisions of this Act, the Valuer-General shall proceed as if he were determining the values under the Valuation of Land Act 1951.
- (2) In respect of any such special valuation, the sum of the amount of the unimproved value and the amount of the value of improvements shall always be equal to the amount of the capital value, and, in ascertaining the unimproved value or the value of improvements, the Valuer-General shall always relate those values to the capital value.
- (3) The fee fixed by the Valuer-General for making any special valuation as aforesaid shall be paid by the Maori Trustee, but half the amount of the fee shall be recoverable by the Maori Trustee from the lessee as a debt.

14 Notice of valuations and rights of objection thereto

- (1) As soon as practicable after making any special valuation under section 11 of this Act, and upon the payment by the Maori Trustee of the fee for making the valuation, the Valuer-General shall serve not less than 3 copies of the certificate prepared under section 12 of this Act on the Maori Trustee.
- (2) The Maori Trustee shall thereupon file a copy of the certificate in the appropriate office of the District Court and shall serve a copy thereof on the lessee, together with a notice that objections to the valuation to which the certificate relates may be lodged in the manner and within the time specified in the notice.

- (3) In every notice given by the Maori Trustee under subsection (2) of this section the Maori Trustee shall fix the time within which objections to the valuation may be made, being in each case a period not less than 2 months after the date of the notice, and shall specify the office of the District Court in which objections shall be filed.
- (4) If the lessee or the Maori Trustee objects to any of the values as appearing in the certificate he may, within the time specified in that behalf in the notice given by the Maori Trustee, file an objection to the valuation in the appropriate office of the District Court.
- (5) Every objection filed as aforesaid shall specify the several items to which the objection relates, and, with respect to each item, shall specify the grounds of the objection.
- (6) On the filing of any such objection by the lessee, the Registrar of the Court shall forthwith give to the Maori Trustee and to the Valuer-General notice of the filing of the objection and of the terms thereof, and where the objection is filed by or on behalf of the Maori Trustee, the Registrar shall give a like notice to the lessee and to the Valuer-General.
- (7) For the purposes of this section, the expression **appropriate office of the District Court** has the same meaning as in section 2 of the Land Valuation Proceedings Act 1948.

In subsections (2), (3), and (4) the reference to the District Court has been substituted for a reference to the Magistrate's Court (the word "Magistrate's" having been substituted for the word "Valuation" by section 6(6) of the Land Valuation Proceedings Amendment Act 1977) by section 18(2) of the District Courts Amendment Act 1979.

Subsection (7) was substituted for the original subsection (7) by section 6(6) of the Land Valuation Proceedings Amendment Act 1977.

14A Special valuations made on or after 1 July 1998

- (1) This section applies on and after 1 July 1998 to any case where—
 - (a) This Act or any lease to which this Act applies requires or provides for any special valuation to be made; and
 - (b) The Valuer-General has not made the valuation concerned before 1 July 1998;—and sections 11 to 14, and any lease to which this Act applies, are to be read accordingly with any necessary modifications

and as if the references to the Valuer-General were references to a registered valuer.

- (2) In the case of any special valuation under this Act to which this section applies, the valuation is to be made not by the Valuer-General but by a registered valuer chosen in accordance with the following provisions:
- (a) The Maori Trustee (or the other legal owner, in a case where land is revested under section 70) must—
 - (i) Nominate a registered valuer to conduct the valuation; and
 - (ii) Notify the lessee in writing of the name of the registered valuer:
 - (b) If the lessee does not object to the registered valuer within 14 days after being notified of the nomination, that valuer may conduct the valuation:
 - (c) If the lessee does object within 14 days after the notification, and no agreement as to who should conduct the valuation can be reached, the valuation is to be conducted by a registered valuer nominated by the President of the New Zealand Institute of Valuers.

Section 14A was inserted, as from 1 July 1998, by section 54(1) Ratings Valuations Act 1998 (1998 No 69). See sections 55 to 63 for the savings and transitional provisions.

Resumption of land or grant of new lease

15 Notice to be given to lessee as to resumption of land, or requiring an election by lessee

- (1) If no objection is made to the special valuation within the period fixed by the Maori Trustee as aforesaid, or, if any objection is made, when all objections have been finally disposed of, the Maori Trustee shall serve a notice on the lessee either—
- (a) Requiring the lessee, on a date to be specified in the notice, being a date not earlier than one year after the date of the notice, to deliver possession of the land comprised in the lease on terms that the Maori Trustee shall, on the delivery of possession, pay to the lessee the full value, as shown by the certificate of valuation prepared under section 12 of this Act and any amendments to the certificate, of the improvements effected by the lessee

- and in respect of which he is entitled to compensation under this Act; or
- (b) Requiring the lessee, within 2 months after the date of the notice, to elect either to take a new lease of the land on the terms prescribed in that behalf by this Act or to have a new lease of the land submitted to public competition by public tender in accordance with the provisions of this Act.
- (2) The Maori Trustee may at any time give notice to the lessee that he does not intend to require the lessee to deliver possession of the land in accordance with paragraph (a) of subsection (1) of this section. Any notice under this subsection shall be binding on the Maori Trustee according to its tenor, but any such notice shall not be deemed to be a notice under paragraph (b) of the said subsection (1).

16 Lessee to have limited right to occupy land, notwithstanding expiry of lease

- (1) Until the date fixed by the Maori Trustee for the delivery of possession of the land by the lessee, or until the date of the commencement of a new lease, the lessee to whom any notice is given in accordance with the provisions of section 15 of this Act may, notwithstanding that his lease has expired, continue in occupation of the land so long as he shall pay the rent reserved by the lease and perform and observe the covenants and conditions contained or implied in the expired lease; and while the lessee continues to occupy the land he shall, notwithstanding that his lease has expired, continue to be the lessee of the land for the purposes of this Act.
- (2) Subject to the provisions of subsection (1) of this section, no lessee of land comprised in a subsisting lease shall remain in occupation of the land after the expiry of his lease, notwithstanding any provision of his lease conferring on him a right to hold over.

In subsection (1), section 209(1) Rating Powers Act 1988 (1988 No 97) repealed, as from 28 June 1988, the Rating Act 1967 (1967 No 123).

Section 177(1) of that Act had in turn repealed, as from 1 April 1968, the Rating Act 1925 (1925 No 30).

Subsection (1) was amended, as from 1 July 2003, by section 137(1) Local Government (Rating) Act 2002 (2002 No 6) by omitting the words “, and during

that occupation also he shall be deemed to be the occupier of the land for the purposes of the Rating Act 1967". See section 137(2) of that Act for the savings provision that provides that the changes apply for the purpose of rating in a financial year that begins on or after 1 July 2003.

17 On delivery of possession, Maori Trustee to pay compensation

Where the Maori Trustee has required the lessee to deliver possession of the land in accordance with paragraph (a) of subsection (1) of section 15 of this Act, the Maori Trustee shall, if the lessee has paid the rent up to the due date, on the delivery of possession, and subject to the provisions of section 18 of this Act, pay to the lessee or to the person entitled to receive the amount an amount equivalent to the full value of the improvements effected by the lessee and shown in the certificate of valuation under section 12 of this Act.

18 Deduction for destroyed or depreciated improvements

Where, after the expiry of a subsisting lease and before delivery of possession of the land, any of the improvements for which the lessee is entitled to compensation have been destroyed or appreciably damaged or depreciated, or any other improvements on the land have been destroyed or appreciably damaged or depreciated, the value of the improvements so destroyed, or, as the case may be, the cost of repairing and restoring any improvements so damaged or depreciated, shall be determined by agreement between the Maori Trustee and the lessee, or, in default of agreement, by the Land Valuation Tribunal, and the amount so determined, together with the amount of any costs, charges, or expenses incurred by the Maori Trustee in or about that determination, shall be deducted from the amount payable as aforesaid to the lessee or other person entitled to receive payment.

19 Special provisions as to leases the terms of which have been extended by statute

- (1) The provisions of this section shall apply with respect to any subsisting lease the term whereof has been extended by virtue of the provisions of section 13 of the Maori Purposes Act 1948, or of section 8 of the Maori Purposes Act 1950, or of section

9 of the Maori Purposes Act 1951, or of section 6 of the Maori Purposes Act 1952, or of section 29 of the Maori Purposes Act 1953.

- (2) Where the rent payable at the commencement of the term of any lease to which this section applies was reduced under the National Expenditure Adjustment Act 1932 or the Mortgagors and Lessees Rehabilitation Act 1936, the Maori Trustee shall impose a condition that, in electing to take a new lease, the lessee shall be required to pay to the Maori Trustee an amount equal to the difference between the rent reserved at the commencement of the lease and the reduced rent, calculated from the date upon which, but for the statutory provisions mentioned in subsection (1) of this section, the term of the lease would have originally expired, or from the 31st day of December 1950, whichever is the later date, to the 30th day of June 1954.
- (3) The date for the commencement of any new lease granted to the lessee holding under any lease to which this section applies shall be the 1st day of July 1954.
- (4) Any such new lease granted as aforesaid may be registered under the Land Transfer Act 1952, notwithstanding that the land comprised in the new lease was subject to a prior lease and, for the purposes of registration, the prior lease shall be deemed to have been surrendered on the 30th day of June 1954.
- (5) The term of Lease Number 22716, Wellington Registry, affecting that portion of the Ohotu Number 8 Block containing 1,967 acres, more or less, and known as Sections 3, 4, and 5, Block IX, Karioi Survey District, shall, notwithstanding that the lease has expired, be deemed to have been extended by the provisions referred to in subsection (1) of this section, and the lease aforesaid shall, for the purposes of this Act, be deemed to be a subsisting lease.

20 Lessee to pay for lessor's improvements when electing to take new lease

In requiring a lessee to make the election referred to in paragraph (b) of subsection (1) of section 15 of this Act, the Maori Trustee shall impose a condition that, where the lessee elects to take a new lease, he shall pay to the Maori Trustee an amount

equivalent to the value, as shown by the certificate of valuation under section 12 of this Act, of any improvements other than the improvements effected by the lessee.

21 Term of new lease

Every new lease shall be for a term of 21 years, and every such lease shall contain a provision that if the Maori Trustee does not, at least one year before the expiry of the lease, give notice to the lessee that the Maori Trustee intends to resume possession of the land, the lessee shall have the right to a renewal of the lease for successive terms of 21 years, subject to the right of the Maori Trustee to resume possession of the land at the end of the 15th year of each successive term of 21 years or at the end of each such successive term, after giving to the lessee not less than one year's notice of the Maori Trustee's intention so to resume possession and on payment to the lessee of the amount of the compensation to which he is then entitled in accordance with the provisions of this Act.

22 Minimum annual rent

- (1) For the purposes of this Act, the expression **minimum annual rent** means a rent equal to double the amount of the rent reserved at the commencement of the term of a subsisting lease, or, where the rent reserved as aforesaid was equal to or in excess of the rent reserved at the commencement of the term of the lease of which the subsisting lease is, or purports to be, a renewal, the expression **minimum annual rent** means the rent reserved at the commencement of the term of the subsisting lease.
- (2) For the purposes of this section, the expression **rent reserved at the commencement of the term** means the rent reserved in relation to the land as if no improvements existed thereon; and does not include any portion of the rent reserved in respect of improvements.
- (3) Where for the purposes of this Act it is necessary to ascertain the minimum annual rent of any land which is part only of the land comprised in a lease, the Maori Trustee shall apportion the minimum annual rent for the whole of the land as between the appropriate part thereof and the remainder in such manner

as he thinks equitable; and the minimum annual rent so apportioned in respect of any part shall, for the purposes of this Act, be the minimum annual rent for that part. Every such apportionment by the Maori Trustee shall be final and conclusive.

23 Annual rent where minimum rent reduced because of uncontrollable deterioration

Where, pursuant to the provisions of section 50 of this Act, the Land Valuation Tribunal has fixed the amount to represent the deterioration in the quality of the land through causes which were not reasonably within the control of the lessee or any former lessee, the annual rent payable under the new lease shall be the minimum annual rent, ascertained in accordance with section 22 of this Act, reduced by an amount equal to 5 percent of the amount fixed by the Land Valuation Tribunal to represent the deterioration in the quality of the land.

24 Rent under new lease

- (1) Subject to the provisions of this Act, the annual rent payable under any new lease shall be:
- (a) For the first 10 years of the term, a sum equal to 5 percent of the unimproved value of the land as shown by the certificate of valuation prepared under section 12 of this Act, or the minimum annual rent, whichever is the greater:
- Provided that where the provisions of section 23 of this Act apply, the rent payable for the first 10 years of the term of a new lease shall be the rent fixed in accordance with that section:
- (b) For the next 11 years of the term, a sum equal to 5 percent of the unimproved value of the land as shown by a special valuation to be made in that behalf by the Valuer-General, as at the end of the aforesaid period of 10 years:
- Provided that the annual rent for the aforesaid period of 11 years shall not be less than the annual rent fixed at the commencement of the lease.
- (2) The annual rent payable under any lease which is a renewal of a new lease shall be:

- (a) For the first 10 years of the term, a sum equal to 5 percent of the unimproved value of the land as shown by a special valuation to be made in that behalf by a registered valuer as at the date of the expiry of the previous term:

Provided that the annual rent for the aforesaid period of 10 years shall not be less than the annual rent fixed in respect of the preceding term of 11 years of the expired lease:

- (b) For the next 11 years of the term, a sum equal to 5 percent of the unimproved value of the land as shown by a special valuation to be made in that behalf by a registered valuer as at the end of the last period of 10 years:

Provided that the annual rent for the said period of 11 years shall not be less than the annual rent fixed at the commencement of the renewed term.

Subsection (2)(a) and (b) was amended, as from 1 July 1998, by section 54(1) Ratings Valuations Act 1998 (1998 No 69) by substituting the words “a registered valuer” for the words “the Valuer-General”. See sections 55 to 63 for the savings and transitional provisions.

25 Valuations for revision of rent

- (1) Upon the making of any special valuation for the purposes of section 24 of this Act, a registered valuer shall cause to be prepared a certificate of valuation and the provisions of sections 12 to 14A of this Act shall, as far as they are applicable, and with the necessary modifications, extend and apply to any such valuation accordingly.

- (2) Any objection to any such valuation shall be heard and determined in manner hereinafter provided.

Subsection (2)(1) was amended, as from 1 July 1998, by section 54(1) Ratings Valuations Act 1998 (1998 No 69) by substituting the words “a registered valuer” and the expression “sections 12 to 14A” for the words “the Valuer-General” and the expression “sections 12, 13, and 14”. See sections 55 to 63 for the savings and transitional provisions.

26 Lessee may require Maori Trustee to reduce minimum annual rent

- (1) Where the lessee has elected to take a new lease, in accordance with paragraph (b) of subsection (1) of section 15 of this Act, and the annual rent calculated at the rate of 5 percent of the unimproved value of the land, as determined by the special valuation, is less than the minimum annual rent, the lessee, in giving notice of his election to the Maori Trustee, may require the Maori Trustee to reduce the rent to an amount being not less than the amount of the rent calculated as aforesaid or to an amount being four-fifths of the minimum annual rent, whichever amount is the greater, on the ground that the quality of the land has deteriorated through causes which were not reasonably within the control of the lessee or of any former lessee; and if the Maori Trustee refuses so to reduce the rent, he shall, as soon as practicable thereafter, refer the question to the Land Valuation Tribunal for determination in accordance with the provisions of section 50 of this Act.
- (2) If within the period in which he has been required to elect to take a new lease the lessee has not required the Maori Trustee to reduce the rent as aforesaid, the lessee shall be deemed to have elected to take a new lease at the minimum annual rent.

27 Provision as to compensation for improvements

- (1) Every new lease and every renewal thereof shall contain a provision to the effect that, due notice of his intention to resume possession of the land having been given by the Maori Trustee in accordance with the provisions of section 21 of this Act, the lessee shall be entitled, on delivering possession of the land, and not being in any way in default under the terms of his lease, to receive compensation for all improvements effected by him to the extent of two-thirds of the value of those improvements according to a special valuation to be made in that behalf by a registered valuer as at the date of the expiry of the lease or of the expiry of the fifteenth year of the term of the lease, as the case may require.
- (2) The provisions of section 18 of this Act shall, with the necessary modifications, extend and apply to any improvements for which the lessee is entitled to compensation and any other im-

provements on the land which, before possession of the land has been delivered, have been destroyed or appreciably damaged or depreciated.

Subsection (1) was amended, as from 1 July 1998, by section 54(1) Ratings Valuations Act 1998 (1998 No 69) by substituting the words “a registered valuer” for the words “the Valuer-General”. See sections 55 to 63 for the savings and transitional provisions.

28 Valuations for purposes of determining compensation

Every valuation made for the purposes of section 27 of this Act shall be made as nearly as may be in accordance with the provisions of section 11 of this Act and all the provisions of that section and of sections 12 to 14A of this Act shall, as far as they are applicable, and with the necessary modifications, extend and apply to any such valuation accordingly.

Section 28 was amended, as from 1 July 1998, by section 54(1) Ratings Valuations Act 1998 (1998 No 69) by substituting the expression “sections 12 to 14A” for the expression “sections 12, 13, and 14”. See sections 55 to 63 for the savings and transitional provisions.

29 Reservation of rights to timber trees

- (1) Every new lease may, in the discretion of the Maori Trustee, contain a provision reserving to him all rights in respect of timber or timber trees being or growing on the land, and rights of access over the land comprised in the lease for the purpose of extracting timber or timber trees, whether being or growing on the land comprised in the lease or otherwise.
- (2) Nothing in any new lease reserving rights in respect of timber or timber trees shall apply to any timber trees planted by the lessee or by any former lessee or to any timber derived from timber trees so planted.
- (3) Notwithstanding the provisions of this Act, or of any new lease, the Maori Trustee may, in any case where, by reason of the reservation to him of rights in respect of timber or timber trees, the lessee’s use and enjoyment of an area of 50 acres or more is unduly restricted or interfered with, make such reduction in the rent reserved by the lease, and for such period, as to him appears appropriate in the circumstances.
- (4) Every new lease in which any rights in respect of timber or timber trees are reserved to the Maori Trustee shall contain a pro-

vision to the effect that any rights in relation to the extraction of the timber by the Maori Trustee or his agents or licensees shall be exercised in a reasonable manner and so as to cause the least interference with the lessee's use of the land; and the lease shall further provide that, in the event of the lessee suffering damage as the result of any neglect on the part of the Maori Trustee or his agents or licensees to observe the afore-said provision, the lessee shall be entitled to compensation, the amount of which, in default of agreement, shall be determined by arbitration.

- (5) Notwithstanding that in any new lease or renewal thereof the Maori Trustee may have reserved all rights in respect of timber or timber trees, it shall be lawful for a lessee to use, for any purpose in relation to fencing, any timber from trees which have been severed from the land; but, unless the lease contains an express provision authorising him in that behalf, a lessee who severs timber trees from the land, whether for purposes related to fencing or not, shall be liable to the Maori Trustee for damages in respect of the timber trees severed by the lessee.
- (6) Nothing in this section, or in any reservation contained in any new lease, shall be so construed as to prevent the Maori Trustee from disposing of any timber or timber trees to the lessee upon such terms as may be agreed on between the Maori Trustee and the lessee.

30 Assignment of leases

- (1) Every new lease, and every renewal thereof, shall contain a provision to the effect that where the lessee desires to assign his lease, whether in whole or in part, he shall first offer to surrender the lease, in whole or in part, to the Maori Trustee for a consideration to be agreed on between the lessee and the Maori Trustee, and, failing agreement within 2 months from the date of the offer to surrender being made to the Maori Trustee as to the amount of the consideration, the lessee shall be at liberty to make any assignment which is otherwise permitted by his lease.
- (2) Nothing in any provision in any lease under subsection (1) of this section shall apply to any assignment as between husband and wife, or between civil union partners or de facto part-

ners, or to any assignment to any child, brother, or sister of the lessee, or to any assignment by operation of law or to any disposition by will.

Subsection (2) was amended, as from 26 April 2005, by section 7 Relationships (Statutory References) Act 2005 (2005 No 3) by inserting the words “, or between civil union partners or de facto partners,” after the word “wife”.

31 Form of new lease

- (1) Every new lease shall be in the form prescribed in Schedule 1 to this Act:

Provided that the form may, in the discretion of the Maori Trustee, be varied to meet the circumstances of any particular case.

- (2) Every new lease shall be deemed to be subject to all existing encumbrances, liens, and interests (if any) registered against any prior lease of the vested land concerned to the lessee to whom a new lease is granted and, notwithstanding anything contained in the Land Transfer Act 1952, the District Land Registrar shall register against the new lease all such encumbrances, liens, and interests accordingly in the order of their registered priority.
- (3) Nothing in the Land Settlement Promotion and Land Acquisition Act 1952 shall apply to the grant of a new lease otherwise than under the provisions of section 32 or section 33 of this Act.

In subsection (3) the words “and Land Acquisition” were inserted in the Short Title of the Land Settlement Promotion and Land Acquisition Act 1952 by section 2(3) of the Land Settlement Promotion and Land Acquisition Amendment Act 1968.

32 Procedure where lessee does not accept new lease or renewal of a lease

- (1) Where the lessee elects not to accept a new lease or fails to execute a memorandum of lease within one month after the memorandum is tendered to him for the purpose, the right to a new lease of the land shall, as soon as practicable, be submitted to public competition by public tender, subject to the following terms and conditions:
- (a) The upset rent shall be the rent at which a new lease was offered to the lessee:

- (b) The amount of the upset rent, and the value of improvements as fixed by the special valuation under section 11 of this Act, shall be stated in an advertisement calling for tenders:
- (c) The outgoing lessee shall be entitled to tender:
- (d) The highest tender (being not less than the upset rent) shall be accepted:
- (e) The successful tenderer, not being the outgoing lessee, shall, within 7 days after notice has been given to him that he has been declared the purchaser of the aforesaid right, pay to the Maori Trustee the amount of the value of the improvements as fixed by the aforesaid special valuation:
- (f) Except in cases where the outgoing lessee is the purchaser, the Maori Trustee shall, when he has satisfied himself that the outgoing lessee has let the new lessee into quiet possession of the land and that none of the improvements which were thereon when the special valuation aforesaid was made have been destroyed or appreciably damaged or depreciated, pay over to the outgoing lessee, or other person entitled to receive payment, the amount received by him from the new lessee in respect of improvements for which the outgoing lessee is entitled to receive compensation:
- (g) Except in cases where the outgoing lessee is the purchaser, if any of the said improvements have been destroyed or appreciably damaged or depreciated, the value of the improvements so destroyed or, as the case may be, the cost of repairing or restoring any improvements so damaged or depreciated shall be determined by agreement between the Maori Trustee and the outgoing lessee, or, in default of agreement, by the Land Valuation Tribunal, and the amount so determined, together with the amount of any costs, charges, or expenses incurred by the Maori Trustee in or about the determination, shall be deducted from the amount payable as aforesaid to the outgoing lessee or other person entitled to receive payment, and the amount deducted, except so much thereof as has been

deducted for costs, charges, or expenses, which shall be retained by the Maori Trustee, shall be returned by the Maori Trustee to the new lessee.

- (2) Where the lessee holding under a new lease, or under a renewal of a new lease, elects not to take a renewal of his lease or a further renewal thereof, the Maori Trustee shall require a registered valuer to make a special valuation of all improvements on the land for which the lessee is entitled to compensation, and shall submit the right to a new lease of the land for public competition by public tender, subject to the terms and conditions prescribed by subsection (1) of this section; and the provisions of that subsection and of sections 33 and 34 of this Act shall, with the necessary modifications, apply accordingly.
- (3) In respect of any valuation made for the purposes of subsection (2) of this section there shall subsist a right of objection and the provisions of section 14 of this Act shall, with the necessary modifications, extend and apply to any such valuation.

Subsection (2) was amended, as from 1 July 1998, by section 54(1) Ratings Valuations Act 1998 (1998 No 69) by substituting the words "a registered valuer" for the words "the Valuer-General". See sections 55 to 63 for the savings and transitional provisions.

33 Procedure where right to new lease not purchased

- (1) If the right to a new lease is not purchased under section 32 of this Act, or if the purchaser, not being the outgoing lessee, fails to pay to the Maori Trustee within the time limited in that behalf the amount of the value of improvements, or if the purchaser fails to execute the memorandum of lease within one month after the memorandum is tendered to him for the purpose, the Maori Trustee may at any time thereafter, and from time to time as often as he thinks it necessary so to do, or until a tender has been accepted, submit to public competition by public tender a right to a new lease of the land at such rent, and subject to the payment of such sum for the value of improvements as the Maori Trustee may determine, but otherwise on the terms and conditions prescribed in section 32 of this Act.
- (2) Where a right to a new lease has been submitted to public competition by public tender under this section, and the amount received by the Maori Trustee as the value of the improvements

is less than the amount of compensation to which the outgoing lessee is entitled, the lessee shall accept the amount received by the Maori Trustee, subject to any deduction made in accordance with the provisions of section 32 of this Act, in full satisfaction of the compensation due to him.

34 Date of commencement of new lease when offered for public competition

In offering for public competition the right to a new lease, the Maori Trustee may impose a condition that the right to take possession under the new lease shall commence on the 1st day of January or July in the appropriate year.

Jurisdiction of Land Valuation Tribunal

35 Commencement of proceedings under section 10 of this Act

- (1) Every proceeding in the Land Valuation Tribunal under section 10 of this Act shall be commenced by notice of motion lodged at the appropriate office of the District Court (as defined in section 2 of the Land Valuation Proceedings Act 1948).
- (2) Every such notice of motion shall be accompanied by a statement of the material facts, specifying those relied upon by the party giving the notice of motion and setting forth the nature of the declaration sought from the Land Valuation Tribunal, and accompanied by all relevant documents or copies thereof. The statement and documents shall be verified by declaration by the party by or on whose behalf they are lodged or by some other persons competent to do so.

In subsection (1) the words in the second set of square brackets were substituted for the words “office of the Court nearest to the place where the land affected is situated” by section 6(6) of the Land Valuation Proceedings Amendment Act 1977.

36 Service of notices

A duplicate of the notice of motion and of the statement required by section 35 of this Act shall be served upon the Maori Trustee where the lessee is the applicant and upon the lessee where the Maori Trustee is the applicant.

37 Statements in answer

- (1) The party upon whom notice of motion is served shall, within 2 months from the date upon which the notice was served on him, lodge with the District Court in which the notice of motion was filed a statement in answer to the statement accompanying the notice of motion, admitting or denying the matters therein alleged and adducing such other additional facts as are relied upon by him, and shall serve a copy thereof upon the applicant.
- (2) Every such statement filed in answer shall be verified in manner prescribed by subsection (2) of section 35 of this Act.

In subsection (1) the words in square brackets were substituted for the words "Valuation Court" by section 6(6) of the Land Valuation Proceedings Amendment Act 1977.

38 Evidence as to other matters to be brought only by leave

No party to any proceedings aforesaid shall, except with the leave of the Land Valuation Tribunal, bring evidence as to any matter not alleged in the statement filed in the Land Valuation Tribunal by him or on his behalf.

39 Proceedings to be determined by Land Valuation Tribunal

All such proceedings shall be heard and determined by the Land Valuation Tribunal.

The words "Land Valuation Tribunal" were substituted for the words "Valuation Court and not by a Land Valuation Committee" by section 6(6) of the Land Valuation Proceedings Amendment Act 1977.

40 Proceedings in relation to destroyed or damaged improvements

- (1) Any proceedings brought under section 18 or section 32 of this Act for a determination in relation to the value of any improvements appreciably damaged or destroyed, or the cost of repairing or restoring any such improvements, shall be heard and determined by the Land Valuation Tribunal, and no appeal shall lie to the Valuation Court from the decision of the Tribunal.
- (2) Any such proceedings shall be commenced by the filing of a notice of motion by the Maori Trustee accompanied by a state-

ment setting forth the nature and extent of the improvements which have been damaged or destroyed, the value of those improvements as fixed by the Maori Trustee or the lessee, as the case may be, or the cost of repairing or restoring the same as fixed by the Maori Trustee and the lessee respectively, and such other particulars as may appear to be relevant to the issue. Any such statement shall be verified in the manner prescribed, in relation to statements, by subsection (2) of section 35 of this Act.

41 Objections to valuations to be determined by Land Valuation Tribunal

All objections to valuations made pursuant to any of the provisions of this Act shall be heard and determined in the Land Valuation Tribunal.

42 Hearing and determinations of objections

- (1) In hearing and determining any objection, the Land Valuation Tribunal to whom the objections are referred shall proceed as nearly as may be as if it were hearing and determining an objection to a valuation under the Valuation of Land Act 1951.
- (2) If on the hearing of any objection, the Land Valuation Tribunal makes any alteration in the valuation, it shall make all such consequential alterations as are necessary for the purpose of fixing the capital and unimproved values and the value of improvements.

43 Notification of amendments

The Registrar of the District Court in which the proceedings were filed shall notify the registered valuer who conducted the valuation, the Maori Trustee, and the lessee of every decision of the Land Valuation Tribunal. In any case where any alteration has been made in any valuation by the Tribunal, the Registrar shall require the Maori Trustee and the lessee, after the time for appeal as provided in section 44 of this Act has expired, to deliver up for amendment the copies of any certificate of valuation held by them and shall amend the copies so that they shall accord with the decision of the Tribunal.

Section 43 was amended, as from 1 September 1977, by section 6(6) Land Valuation Proceedings Amendment Act 1977 (1977 No 15) by substituting the words “District Court in which the proceedings were filed” for the words “Valuation Court”.

Section 43 was further amended, as from 1 July 1998, by section 54(1) Ratings Valuations Act 1998 (1998 No 69) by substituting the words “the registered valuer who conducted the valuation” for the words “the Valuer-General”. See sections 55 to 63 for the savings and transitional provisions.

44 Appeal to High Court from Tribunal’s determination

- (1) Within 2 months after the date of the receipt of the notice given under section 43 of this Act, the Maori Trustee, or the lessee, may appeal to the Valuation Court from any determination of the Land Valuation Tribunal.
- (2) Every such appeal shall be by way of rehearing.

45 Appeals by notice of motion

- (1) Every appeal to the Valuation Court shall be brought by notice of motion filed in the office of the District Court in which the proceedings are filed, and setting out the grounds upon which the appeal is based.
- (2) Where the appeal is from part only of the Tribunal’s determination, the notice of motion shall specify the part of the decision appealed against.

In subsection (1) the reference to the District Court was substituted for a reference to the Magistrate’s Court (which had been substituted for the words “the Court” by section 6(6) of the Land Valuation Proceedings Amendment Act 1977) by section 18(2) of the District Courts Amendment Act 1979.

In subsection (2) the word “Tribunal’s” was substituted for the word “Committee’s” by section 6(6) of the Land Valuation Proceedings Amendment Act 1977.

46 Service of notice of motion

A copy of the notice of motion shall be served by the lessee on the Maori Trustee where the lessee is the appellant, and by the Maori Trustee on the lessee where the Maori Trustee is the appellant; and, in either case, a duplicate of the notice of motion shall be served on the registered valuer who conducted the valuation.

Section 46 was amended, as from 1 July 1998, by section 54(1) Ratings Valuations Act 1998 (1998 No 69) by substituting the words “the registered valuer

who conducted the valuation” for the words “the Valuer-General”. *See* sections 55 to 63 for the savings and transitional provisions.

47 Cross appeals

- (1) It shall not be necessary for the Maori Trustee in the case where the lessee appeals, or for the lessee in the case where the Maori Trustee appeals, to give notice by way of cross appeal; but if the party not appealing intends upon the hearing of the appeal to contend that the determination of the Land Valuation Tribunal should be varied, that party shall give to the other party notice of his intention so to contend.
- (2) The omission to give any such notice within a reasonable time shall not diminish the powers of the Valuation Court, but may, at the discretion of the Court, be a ground for the adjournment of the appeal or for a special order as to costs.

48 Chairman of Tribunal to prepare report

- (1) Upon the filing of a notice of motion on appeal under this Act, the Chairman of the Land Valuation Tribunal whose determination is appealed from shall, unless a written decision embodying reasons for that decision is given by the Tribunal, forthwith prepare for the Valuation Court a report setting out the reasons for the Tribunal’s determination.
- (2) A copy of any report so prepared shall be transmitted by the Registrar of the Valuation Court to the Maori Trustee and to the lessee of the land affected, and to the registered valuer who conducted the valuation.

In subsection (1) the word “Tribunal’s” was substituted, as from 1 September 1977, for the word “Committee’s” by section 6(6) of the Land Valuation Proceedings Amendment Act 1977 (1977 No 15).

Subsection (2) was amended, as from 1 July 1998, by section 54(1) Ratings Valuations Act 1998 (1998 No 69) by substituting the words “the registered valuer who conducted the valuation” for the words “the Valuer-General”. *See* sections 55 to 63 for the savings and transitional provisions.

49 Court may confirm determination or make alterations in valuation

- (1) On the hearing of any appeal under this Act, the Valuation Court may confirm the determination appealed against or may make such alterations in the valuation as it thinks proper.

- (2) Where the Valuation Court makes any alteration in a valuation, it shall make all such consequential amendments as are necessary for the purpose of fixing the capital and unimproved values and the value of improvements.
- (3) The provisions of section 43 of this Act shall, with the necessary modifications, extend and apply to the decision of the Valuation Court, and to the amendment of the copies of the appropriate certificate of valuation held by the Maori Trustee and the lessee.

50 Determination as to uncontrollable deterioration

- (1) Any reference of any question to the Valuation Court made under section 26 of this Act shall be by way of an application by the Maori Trustee.
- (2) Every such application shall be heard and determined by the Land Valuation Tribunal, and the Tribunal shall, subject to the provisions of subsection (3) of this section, fix the amount (if any) which in its opinion represents the deterioration in the quality of the land.
- (3) For the purpose of any determination under this section, the Land Valuation Tribunal shall presume that the quality of the land had not deteriorated at the commencement of the subsisting lease in respect thereof, and that the unimproved value as at the date of the commencement of the lease was the value ascertained by capitalising, at the rate of 5 percent, the rent reserved at the date of the commencement of that subsisting lease, and the Land Valuation Tribunal shall calculate the amount to represent the deterioration in the quality of the land by reference to that date and not any earlier date:
Provided that, in fixing the amount to represent the deterioration in the quality of the land, the Land Valuation Tribunal shall fix a sum not greater than 20 percent of the unimproved value ascertained as aforesaid.
- (4) In any proceedings under this section, the onus of proving that the quality of the land has deteriorated through causes not reasonably within the control of the lessee or any former lessee, and the extent of that deterioration, shall be on the lessee.

In subsection (2) the words in square brackets were substituted for the words “Valuation Court and not by a Valuation Committee, and the Court” by section 6(6) of the Land Valuation Proceedings Amendment Act 1977.

51 Costs

The Land Valuation Tribunal shall have power to make such order as to costs in respect of any proceedings before it under this Act as it thinks proper, but in no case shall costs be awarded against the Valuer-General.

52 Ordinary practice and procedure to apply

Subject to the foregoing provisions of this Act, the practice and procedure of the Land Valuation Tribunal in the exercise of the jurisdiction conferred upon it by this Act, shall, as nearly as may be, be the same as in the exercise of its ordinary jurisdiction, and all the provisions of the Land Valuation Proceedings Act 1948 and of the Rules made thereunder shall apply accordingly.

In the reference to the Land Valuation Proceedings Act 1948 the word “Proceedings” was substituted for the word “Court” by section 3(3) of the Land Valuation Proceedings Amendment Act 1968.

53 Valuer-General’s right of audience

- (1) In any proceedings commenced before 1 July 1998 and taken in the Land Valuation Tribunal in relation to any valuation made by the Valuer-General for the purposes of this Act, the Valuer-General shall have the same right of audience, whether by counsel or otherwise, as any party to the proceedings and shall have the right to call witnesses and to cross-examine witnesses called by the parties.
- (2) Any expenses incurred by the Valuer-General in respect of any proceedings under this Act in the Land Valuation Tribunal shall be paid out of money appropriated by Parliament for the purpose.

Subsection (1) was amended, as from 1 July 1998, by section 54(1) Ratings Valuations Act 1998 (1998 No 69) by inserting the words “commenced before 1 July 1998 and”. See sections 55 to 63 for the savings and transitional provisions.

54 High Court to have exclusive jurisdiction

Subject to the provisions of this Act, no proceedings in respect of any matter, provision for the hearing and determination of which is made by this Act, shall be brought otherwise than before a Land Valuation Tribunal, but nothing in this Act shall be construed to prevent the exercise by the Valuation Court in any proceedings under this Act of its power under section 18 of the Land Valuation Proceedings Act 1948 to state a case for the opinion of the Court of Appeal.

The words “otherwise than before a Land Valuation Tribunal” were substituted for the words “in any Court other than the Valuation Court” by section 6(6) of the Land Valuation Proceedings Amendment Act 1977.

In the reference to the Land Valuation Proceedings Act 1948 the word was substituted for the word “Proceedings” was substituted for the word “Court” by section 3(3) of the Land Valuation Proceedings Amendment Act 1968.

**Part 3
Miscellaneous**

55 Disposition of rent paid to Maori Trustee

- (1) The rent payable under any lease granted by the Maori Trustee under this Act shall be payable to the Maori Trustee and not otherwise.
- (2) Where any such lease contains any provision for the payment of compensation for improvements, the Maori Trustee, after deducting from the rent all money properly deductible, including his commission, shall distribute to the owners for the time being entitled to it, half of the residue of the rent, or such lesser portion as may be fixed by the Maori Trustee after consultation with the owners or their representatives, and shall invest the undistributed portion, together with any money paid to him for improvements in accordance with the provisions of section 20 of this Act, in the Maori Trustee’s Common Fund, there to accumulate with interest thereon at the rate from time to time determined by the Governor-General in Council pursuant to the provisions of section 26 of the Maori Trustee Act 1953.
- (3) The disposition, by operation of law or otherwise, of the interest of the owner of any undivided share in the land in respect of which a fund to provide for the payment to the lessee of compensation for improvements is held by the Maori Trustee

under this section shall, notwithstanding anything to the contrary in any instrument of disposition, be and be deemed to be a disposition of his corresponding interest in the fund, and no such owner shall dispose of his interest in the fund otherwise than in accordance with this subsection.

Subsection (3) was added by section 18 of the Maori Purposes Act 1961.

56 Money for payment of compensation

- (1) Any compensation payable to the lessee under his lease and the provisions of this Act shall be paid by the Maori Trustee out of the money arising from the investment made in the Maori Trustee's Common Fund in accordance with section 55 of this Act.
- (2) If the money so arising exceeds the amount payable to the lessee, the Maori Trustee shall pay the surplus to the persons then entitled to the revenues of the land demised.
- (3) If the money arising as aforesaid or money otherwise available is insufficient to pay the lessee the amount to which he is entitled, the Maori Trustee may make up the deficiency by an advance out of money in his General Purposes Fund, and the land in respect of which any such advance is made by the Maori Trustee shall be charged with the payment of the amount so advanced, together with interest thereon at a rate fixed by the Maori Trustee, and the provisions of section 49 of the Maori Trustee Act 1953 shall apply thereto accordingly.
- (4) For the purposes of paying compensation for improvements in accordance with this Act or any lease granted thereunder, the Maori Trustee may raise such money as he thinks fit upon the security of a mortgage of the land in respect of which the compensation is payable.

57 Provisions of this Act to apply to leases of certain other lands

- (1) The provisions of this Act shall extend and apply to any lease containing provision for the payment of compensation for improvements and which is subsisting at the commencement of this Act in respect of land which was subject to the provisions of Part 14 or Part 15 of the Maori Land Act 1931 or the cor-

responding provisions of any former Act, but which has been revested in the beneficial owners thereof.

- (2) The provisions of this Act shall extend and apply to any lease containing provision for the payment of compensation for improvements which was granted in accordance with the provisions of Part 16 of the Maori Land Act 1931, or the corresponding provisions of any former Act, and which is subsisting at the commencement of this Act.

58 Maori Trustee to become agent of owners of land for certain purposes

In respect of any land which is subject to any lease to which section 57 of this Act applies, the Maori Trustee shall, at the commencement of this Act, be deemed to be the agent of the owners to do all acts and things authorised by this Act in the same manner as if the land were vested in the Maori Trustee for a legal estate in fee simple, and the owners shall not be competent to revoke the Maori Trustee's authority in that behalf.

59 Contiguous lands held in one farm

- (1) The provisions of this section shall apply in any case where any lessee holds land under 2 or more subsisting leases.
- (2) Where the Maori Trustee is satisfied that the lands comprised in any 2 or more leases as aforesaid, being contiguous lands, have been farmed by the lessee as one area, and that those lands could not otherwise conveniently be farmed, the Maori Trustee may, for the purposes of this Act, treat those lands as if they were included within one lease.
- (3) For the purposes of this section lands shall be deemed to be contiguous notwithstanding that they are separated by a road, street, railway, river, or stream.

60 Maori Trustee may lease land not subject to existing lease

Where any land which is subject to this Act is not subject to any lease or licence, the Maori Trustee may exercise in respect thereof all the powers conferred upon him by Part 25 of the Maori Affairs Act 1953 in the same manner as if he had been

appointed to execute an instrument of alienation as the agent of the owners under that Part, and all the provisions of that Part shall, with the necessary modifications, extend and apply accordingly.

61 Maori Trustee may sell land with consent of owners

- (1) Notwithstanding the provisions of this Act, but subject to subsection (2) of this section, the Maori Trustee may, with the precedent consent in writing of a majority in value of the beneficial owners, or of their trustees in the case of owners under disability, or in pursuance of a resolution of the assembled owners under Part 9 of Te Ture Whenua Maori Act 1993 (Maori Land Act 1993), sell to any person any vested land, whether or not that land has actually been leased by the Maori Trustee.
- (2) Where any vested land is subject to a lease, no sale to a person other than the lessee shall be effected by the Maori Trustee and no resolution passed by the assembled owners under Part 9 of Te Ture Whenua Maori Act 1993 (Maori Land Act 1993) to sell the land to any person other than the lessee shall be confirmed by the Maori Land Court unless the Maori Trustee or the Court, as the case may be, is satisfied that the lessee of the land is unwilling or unable to purchase the land at the same price and on the same terms and conditions as that other person.
- (3) The provisions of subsection (2) of this section shall extend and apply to the sale of any vested land which is subject to a lease and which is, pursuant to the provisions of section 70 of this Act, revested in the person or persons for the time being beneficially entitled thereto.
- (4) Subject to the provisions of subsection (2) of this section, any sale by the Maori Trustee under this section may be subject to such terms and conditions as to payment and otherwise as the Maori Trustee shall determine, and may be effected by way of private contract, public auction, or public tender.
- (5) Where any such sale is effected in pursuance of a resolution of the assembled owners, all the provisions of Part 9 of Te Ture Whenua Maori Act 1993 (Maori Land Act 1993) shall, with the necessary modifications, apply thereto.

- (6) Nothing in this section shall be so construed as to take away or affect the right of the assembled owners under Part 9 of Te Ture Whenua Maori Act 1993 (Maori Land Act 1993) to pass in respect of any vested land any resolution authorised by that Part.

The references to Part 9 of Te Ture Whenua Maori Act 1993 (Maori Land Act 1993) were substituted, as from 1 July 1993, for the references to Part 23 of the Maori Affairs Act 1953 pursuant to section 363(2) Te Ture Whenua Maori (Maori Land) Act 1993 (1993 No 4).

61A

Section 61A was inserted by section 152 of the Maori Affairs Amendment Act 1967 and repealed by section 9(c) of the Maori Purposes Act 1975.

62 Maori Trustee may lease by private contract

Notwithstanding anything to the contrary in this Act, the Maori Trustee may agree by private contract to lease any vested land not for the time being subject to a lease, or any part thereof, to any person at such rent and upon such terms and conditions as he thinks fit, and may grant any such lease accordingly.

63 Maori Trustee may grant timber cutting and other licences

- (1) Subject to the terms of any lease affecting the land, the Maori Trustee may grant licences for the removal of timber, timber trees, minerals, or other substances from any vested land.
- (2) Every such licence shall be for such period not exceeding, together with any renewal to which the licensee is entitled, a term of 10 years, and may be granted on such conditions and in consideration of such payments by way of royalty or otherwise, as the Maori Trustee thinks fit, and may confer upon the licensee such rights over the land as are in the opinion of the Maori Trustee necessary or expedient for the purpose of the licence.
- (3) Any such licence may be granted either by way of public auction or public tender or by way of private contract.

64 Maori Trustee may manage land as a farm

- (1) Instead of leasing any vested land, the Maori Trustee may, if and so long as he thinks fit, occupy and manage the whole or

any part or parts thereof as a farm and carry on any agricultural, pastoral, or allied business thereon, and, for the purpose, shall have power to do all things necessary for the effective performance of his functions under this section.

- (2) All revenue derived from any such farming operations conducted by the Maori Trustee shall, after the payment of all outgoings, be retained by the Maori Trustee as a reserve fund for expenditure in the management of the farm or as a fund for the purpose of paying compensation to lessees holding under leases affecting any other parts of the land; but to the extent that the revenues aforesaid are not, in the opinion of the Maori Trustee, required for those purposes, the Maori Trustee may distribute the revenues to the persons entitled thereto.
- (3) All expenses and liabilities incurred by the Maori Trustee in the conduct of any such farming operations shall be a charge upon the revenues received by the Maori Trustee from those operations, and upon all revenues received by the Maori Trustee from the land or from any other vested land which is beneficially owned by the persons in whom the beneficial ownership of the farm is vested.
- (4) The Maori Trustee may from time to time expend out of the revenues referred to in subsection (3) of this section such sums as he thinks fit for the purpose of effectually carrying on farming operations in manner aforesaid.
- (5) The Maori Trustee may from time to time, for the purpose of any such farming operations, raise such money as he thinks fit on the security of any crops on the farm or on the security of any stock or other chattels owned by the Maori Trustee and held by him on behalf of the beneficial owners of the farm, or on the security of a mortgage of the land vested in him and which is comprised in the farm or of which the farm forms a part.
- (6) With the consent of the Board of Maori Affairs, the Maori Trustee may expend out of the General Purposes Fund such money as may be required for the purpose of carrying on any farming operations under this section, and any money so expended by the Maori Trustee, together with interest thereon at a rate fixed by the Maori Trustee, shall be a charge on the land comprised in the farm or the land of which the farm forms a

part. The provisions of section 49 of the Maori Trustee Act 1953 shall apply to any such charge.

65 Maori Trustee may acquire land for roads

For the purpose of acquiring land for any road which is required in connection with any vested land, the Maori Trustee may either purchase that land out of the revenues of the land so vested in him or may exchange any part of the land so vested in him for the land so required for a road, with or without the payment of money out of the aforesaid revenues by way of equality of exchange.

66 Record of improvements

- (1) Where any lessee makes, or proposes to make, any improvements in respect of which he will be entitled to compensation in terms of his lease, he shall be entitled, on application to the Maori Trustee, to have a record made by the Maori Trustee of the particulars of the nature of those improvements and of the state and condition of the land before the making of the improvements. Every such record shall be made at the cost in all things of the lessee.
- (2) Every record made under this section shall be retained by the Maori Trustee, and shall at all times be receivable as sufficient evidence of the facts so recorded in all matters and proceedings concerning the improvements effected by the lessee.

67 Maori Trustee may accept surrenders of leases or licences

The Maori Trustee may at any time accept a surrender of any lease of vested land, or of any licence granted in respect of any such land, whether for the purpose of granting a substituted lease or licence or not.

68 Costs of lease or licence

The costs of the preparation, execution, stamping, and registration of every lease or licence under this Act shall be borne and paid by the lessee or licensee, as the case may be.

69 Service of notices

- (1) Any notice that may be required to be given to any person for the purposes of this Act may be given by delivering it to him personally or may be given by sending it to him by registered letter addressed to him at his last known place of abode or business in New Zealand. Notice given by registered letter shall be deemed to have been received when in the ordinary course of post it would be delivered.
- (2) Where any such notice has been given by the agent of a person required to give that notice, service of any subsequent notice required to be given by the person on whom the original notice was served may be effected by serving the notice in manner aforesaid on that agent.
- (3) Service of any notice may be effected in manner aforesaid on the personal representative of any deceased person.

70 Revesting of land subject to this Act

- (1) Upon application by the Maori Trustee, or upon application made by or on behalf of the beneficial owners, the Maori Land Court may make one or more orders revesting any land vested in the Maori Trustee under this Act in the person or persons for the time being beneficially entitled thereto and in accordance with their relative interests, and upon the making of any such order the land therein included shall cease to be vested in the Maori Trustee, and shall become vested in the persons whose names are set out in the order.
- (2) The Maori Land Court may partition the land among the owners for the purpose of giving effect to any such revesting.
- (3) The District Land Registrar may register any order made by the Maori Land Court under subsection (1) of this section against the relative title without requiring the production of the outstanding certificate of title, and may cancel the certificate of title for the land as to the whole or a part, as the case may require, and issue a new certificate of title for the estate and to the persons named in the order of the Maori Land Court, subject to any existing valid leases, licences, mortgages, or charges.
- (4) If, when any such order is received by the District Land Registrar, the title to the land affected has not already been regis-

tered, the order shall be embodied in the provisional register as a folium thereof, and all the provisions of the Land Transfer Act 1952 shall apply accordingly:

Provided that if any instrument granted by the Maori Trustee has not been registered, it may thereafter be registered as if the Maori Trustee still remained the registered proprietor, and shall take effect as if it were a valid and effective dealing by the registered proprietor thereof.

- (5) Where the land to which any such order relates is affected by any instrument of alienation executed by the Maori Trustee while the land was vested in him, the Maori Land Court may, by that or by any subsequent order, direct that the Maori Trustee shall continue to exercise the powers of the lessor or grantor of any licence, and thereupon the Maori Trustee shall exercise all powers as if he still remained the lessor or grantor under the alienation referred to until such time as the Maori Land Court may by order revoke the direction.
- (6) Subject to the provisions of subsection (5) of this section, the rights, duties, and obligations of the Maori Trustee under any leases granted by him pursuant to this Act shall, upon the revesting by an order under this section of the land comprised in any such lease, be exercisable by and enforceable against the legal owner or owners for the time being of the land; and all the provisions of the lease and any provisions of this Act incorporated in the lease, either directly or by reference, and relating to the service of notices, the taking of applications, and the like, upon, to and by the Maori Trustee shall be read accordingly.

Subsection (6) was added by section 17 of the Maori Purposes Act 1970.

71 Former lessee not relieved of liability for breaches of covenant

Nothing in this Act or in any lease granted under this Act shall relieve the lessee of any liability in respect of the breach of any of the terms, covenants, and conditions of any subsisting lease, and the Maori Trustee may, notwithstanding the expiry of any such lease, proceed against the lessee who has held under that lease for damages in respect of any breach as aforesaid.

72 Land subject to Part 16 of Maori Land Act 1931 no longer so subject

- (1) All land which, immediately prior to the commencement of this Act, is subject to the provisions of Part 16 of the Maori Land Act 1931 shall, on the commencement of this Act, cease to be so subject and the District Land Registrar is hereby authorised and directed to cancel any memorial on any certificate of title to the effect that the land comprised therein is subject to the said Part 16 or the corresponding provisions of any former Act.
- (2) The rights, powers, functions, and duties conferred on the Maori Trustee by any lease shall not be affected by reason of the land to which the lease relates ceasing, under the provisions of subsection (1) of this section, to be subject to Part 16 of the Maori Land Act 1931.

73 Protection of leases of Otiranui Nos 2 and 3

Nothing in Parts 1 and 2 of this Act shall apply to the leases which have been granted in respect of the land containing 504 acres 3 roods and 34 perches, more or less, known as Otiranui No 2 and comprised in certificate of title Volume 434, folio 110, Wellington Registry, and of the land containing 791 acres 3 roods and 34 perches, more or less, known as Otiranui No 3 and comprised in certificate of title Volume 157, folio 208, Wellington Registry.

74 Validation of leases granted by former Maori Land Boards

All leases hitherto granted by any former Maori Land Board in respect of any land which became vested in it under Part 14 or Part 15 of the Maori Land Act 1931, or the corresponding provisions of any former enactment shall, notwithstanding the terms of the lease or the terms of any trust instrument, be deemed for all purposes to have been lawfully and validly granted.

75 Restrictions on removal of timber by lessees

No lessee under any lease to which section 19 of this Act applies shall, after the commencement of this Act, and no lessee

holding under any other subsisting lease of vested land shall, after the expiry of his lease, cut or remove, or authorise or permit any other person to cut or remove, from the land comprised in the lease any timber or timber trees; and, if any lessee cuts or removes or authorises or permits any timber or timber trees to be cut or removed in contravention of the provisions of this section, the Maori Trustee may exercise in respect of the lease and the lessee the same remedies as he could have exercised if it had been a term of the lease that the lessee should not cut or remove or authorise or permit any timber or timber trees to be cut or removed and that he should be liable, at the suit of the lessor, for damages in respect of the timber or timber trees so cut or removed:

Provided that nothing in this section shall be construed to prevent or restrict any lessee, during the subsistence of his lease, from cutting or removing, or authorising the cutting or removal of any timber trees planted by the lessee or by any former lessee, or of any timber derived from any timber trees so planted.

Section 75 was substituted for the original section 75 by section 11(1) of the Maori Purposes Act 1955.

76 Regulations

(1) The Governor-General may from time to time, by Order in Council, make all such regulations as may be contemplated by this Act or as may in his opinion be necessary or expedient for giving effect to the provisions of this Act and for the due administration thereof.

(2)

Subsection (2) was repealed by section 11 of 1989 No 143 (Regulations (Dis-allowance) Act 1989).

77 Repeals

The enactments specified in Schedule 2 to this Act are hereby repealed.

Schedule 1

Section 31

Memorandum of lease

In clause 5 the Fencing Act 1978, being the corresponding enactment in force, has been substituted, as from 1 April 1979, for the repealed Fencing Act 1908.

In clause 9 the Noxious Weeds Act 1950 has been repealed and replaced by the Noxious Plants Act 1978.

In clause 16 the Agricultural Pests Destruction Act 1967, being the corresponding enactment in force, has been substituted for the repealed Rabbit Nuisance Act 1928.

In clause 22 the Forest and Rural Fires Act 1977, being the corresponding enactment in force, has been substituted for the repealed Forest and Rural Fires Act 1947.

In this Schedule the references to money in decimal currency were substituted for references to money in the former currency by section 7 of the Decimal Currency Act 1964.

Paragraph (b) of the recitals and cls 24 and 27(a) were amended, as from 1 July 1998, by section 54(1) Ratings Valuations Act 1998 (1998 No 69) by substituting the words "a registered valuer" for the words "the Valuer-General". See sections 55 to 63 for the savings and transitional provisions.

Preamble

THE Maori Trustee, a corporation sole constituted under the Maori Trustee Act 1953 (hereinafter with his successors and assigns referred to as **the lessor**), being registered as proprietor of an estate in fee simple, subject, however, to such encumbrances, liens, and interests as are notified by memorandum underwritten or endorsed hereon, in all that parcel of land described in the Schedule hereto, in exercise of the powers conferred upon him by the Maori Vested Lands Administration Act 1954 (hereinafter referred to as **the Act**) doth hereby lease unto (hereinafter with his executors administrators and assigns referred to as **the lessee**) all the said land to be held by the lessee as tenant for the term of 21 years from and including the day of 19 yielding and paying therefor:

- (a) For and during the first 10 years of the said term the yearly rent of:
- (b) For and during the next 11 years of the said term a yearly rent calculated on the basis of \$5 percent of the unimproved value of the said land as ascertained by a registered valuer in terms of section 24 of the Act in the month of 19:

Provided that such rent shall be not less than the rent for the preceding term of 10 years.

And the lessee doth hereby covenant with the lessor as follows:

1

That the lessee will pay the rent hereby reserved half yearly in advance on the 1st days of and in each and every year of the said term free of exchange at the Maori Trust Office at or such other place or places as the Maori Trustee may from time to time direct.

2

That the lessee will during the said term and as and when the same shall become due and payable duly and punctually pay and discharge all rates taxes charges including electric light and power charges and assessments (other than Landlord's Land Tax) which during the said term may be rated taxed charged assessed or made payable in respect of the said land (all such rates charges and assessments in respect of the first and last years of the said term being apportioned between the parties and the lessee will pay his proportion thereof whether or not the same shall be due and payable before the commencement or after the termination of the term hereby created).

3

That subject to the provisions of clause 4 hereof the lessee will not assign sublet or part with the possession of the land hereby demised or any part thereof without the consent of the lessor in writing first had and obtained:

Provided that such consent shall not be unreasonably or arbitrarily withheld in the case of a reputable assignee subtenant or underlessee.

4

That if the lessee shall be desirous of assigning the within lease whether in whole or in part he shall first offer to surrender the same to the lessor at a consideration to be agreed upon between the lessee and the lessor and failing any such agreement within 2 months after the date of any such offer the lessee subject to the provisions of clause 3 hereof shall be at liberty to so assign:

Provided that the provisions of this clause shall not apply in respect of any assignment to the wife (*or* husband *or* civil union partner *or* de facto partner) of the lessee or to any child, brother or sister of the lessee or to any assignment by operation of law or pursuant to any disposition by will.

Clause 4 was amended, as from 26 April 2005, by section 7 Relationships (Statutory References) Act 2005 (2005 No 3) by substituting the words “(or husband or civil union partner or de facto partner)” for the word “(husband)”.

5

That the lessee will within 2 years of the commencement of the term of the within lease erect and put upon the boundaries of the land herein demised or upon such boundaries upon which no substantial fence exists a sufficient fence within the meaning of the Fencing Act 1978.

6

That the lessee will at all times during the continuance of the said term repair and keep and maintain in good and substantial repair all buildings and other erections fences gates hedges culverts dams drains crossings fixtures stockyards and every description of improvement now or hereafter standing or being upon or growing on the hereby demised land and will renew all such parts thereof as shall become decayed or unserviceable and will at the end or sooner determination of the said term yield up the same in like good order and condition and the lessee will during the term and at intervals of not more than 5 years paint in a workmanlike manner all the outside woodwork and ironwork of all buildings (including the roof) now or hereafter to be erected upon the land hereby demised with 2 coats of proper oil colour.

7

That the lessee will insure and keep insured to the full insurable value thereof all buildings of an insurable nature for the time being erected upon the demised land in the names of the lessor and the lessee for their respective rights and interests in some responsible insurance office in New Zealand to be approved by the lessor and in the event of the said buildings or any of them being destroyed or damaged by fire all money received under and by virtue of any such insurances shall forthwith be expended in reinstating or repairing the building or buildings so destroyed or damaged.

8

That the lessee will during the term cultivate use and manage all such parts of the said land as now are or shall hereafter be broken up and converted into tillage in a proper and husband-

manlike manner and will not impoverish or waste the same but will keep the same in good heart and condition and will at the end or sooner determination of the term leave all such parts of the said land as shall be broken up in good permanent English grasses and clovers of the descriptions and in the proportions usually sown in the district.

9

That the lessee will use the most approved modern methods to suppress and eradicate all noxious weeds and plants that are such by law from time to time in the district in which the said land is situate growing on the said land or upon the near half of any adjoining road and will grub up and destroy all gorse growing as aforesaid otherwise than in or upon the true line of fence without contribution from the lessor and will duly and punctually comply with all directions of the lessor or his agent as to the methods to be used or otherwise and also with all the provisions of the Noxious Weeds Act 1950:

Provided that the lessee shall have no claim against the lessor in respect of the reasonable expenses mentioned in section 10 of the said Act and the lessee shall indemnify the lessor against all and any contribution or contributions costs charges and expenses which the lessor may be called upon or compelled to pay under the said Act.

10

That the lessee will at all times during the continuance of the said term keep clean and open all ditches drains and water courses on the said land.

11

That the lessee will not at any time during the term hereby created overstock the said land and will not during the last year of the said term depasture upon the said land a greater number of stock than he shall have had depasturing upon the said land during the previous 12 months of the said term.

12

That the lessee will while using the said land as a dairy farm in all respects comply with all the provisions of the Dairy Industry Act 1952 so far as the same relate to the demised premises and under no circumstances shall the lessor be liable to pay or to contribute to expenditure by the lessee on buildings or other

improvements upon the demised premises notwithstanding the provisions of section 8 of the Dairy Industry Act 1952.

13

That the lessee will not at any time during the continuance of the term hereby created without the written consent of the lessor first had and obtained request or permit any Electric Power Board to install any motor electric wires electric lamps or other electrical fittings or equipment on or about the premises hereby demised or do or cause or permit to be done any act deed matter or thing whereby any charge under section 119 of the Electric Power Boards Act 1925 shall or may be created upon the said premises in respect to the same.

14

That the lessee will in a husbandmanlike manner and at the proper season for so doing in each year topdress so much of the land herein demised as shall be laid down in pasture with artificial manure suitable to the nature of the soil and of a quantity normally used in the district.

15

That the lessee will not during the said term take or permit or suffer to be taken from the said land or any part thereof more than 3 crops other than grass in successive years and will at the end or sooner determination of the said term leave the said land laid down in good permanent English grasses and clovers as provided by clause 8 hereof.

16

That the lessee will at his own cost and expense do all things necessary to comply with the provisions of the Agricultural Pests Destruction Act 1967 and to keep the said land free and clear of rabbits and other noxious vermin and will indemnify the lessor against all and any contribution or contributions costs charges and expenses which the lessor may be called upon or compelled to pay under the said Act.

17

That the lessee will not allow pigs to roam at large over the said land but will at all times keep them in proper pig proof enclosures.

18

That the lessee will pay all costs and expenses incurred in the preparation and completion of these presents and all costs and expenses incurred by the lessor in relation to any notice or any proceeding under the provisions of the Property Law Act 1952 relating to forfeiture and relief against forfeiture (notwithstanding that, and whatever the means by which, such forfeiture may be avoided):

Provided that in relation to any proceedings as aforesaid the costs and expenses shall be borne as the Court may order.

19

That subject to the provisions of section 29 of the Act the lessee will keep any native bush or shrubbery shelter ornamental or other trees at any time growing upon the said land in good order and condition and will not without the consent in writing of the lessor cut down damage or destroy or permit to be cut down damaged or destroyed any of the said native bush shrubbery shelter ornamental or other trees at any time growing on the said land and will use all proper and reasonable means to preserve the same and will not remove or permit to be removed from the said land any fencing posts timber or firewood:

Provided that the lessee may use for his own requirements on the said land for repairing or erecting fences and for firewood any logs or dead timber on the said land.

20

That if the lessee severs from the said land any timber trees whether related to the erection of fences or not he shall be liable to the lessor for damages in respect of the timber trees so severed from the land.

21

That the lessee will not call upon or compel the lessor to contribute to the cost of erecting repairing and maintaining any boundary fence which may now or hereafter be erected between the land hereby demised and any land adjacent thereto

in which the lessor may have any estate or interest either in his own right or as agent or trustee for any owner:

Provided that this covenant shall not enure for the benefit of any purchaser or lessee from the lessor of such adjacent land so as to deprive the said lessee of any rights he would have (but for this covenant) against the occupier (other than the lessor) of any adjoining land.

22

That in burning off or lighting fires upon the demised premises the lessee shall in all respects comply with the provisions of the Forest and Rural Fires Act 1977 and shall use every care and precaution to prevent fires from spreading to adjoining properties and will indemnify the lessor and the owners against all claims for damage caused by any fire lit by the lessee or his agents and so spreading as aforesaid and against all contributions costs charges and expenses which the lessor or the owners may be compelled to pay pursuant to the provisions of the Forest and Rural Fires Act 1977 or otherwise howsoever.

And the lessor doth hereby covenant with the lessee as follows:

23

That the lessee having performed and observed the covenants and conditions on his part herein contained or implied shall subject to the provisions of the Act be entitled on the termination by effluxion of time of the term hereby created (unless a renewed term shall be created as hereinafter appears and in such case he shall be entitled on the termination by effluxion of time of such renewed term or on any earlier determination by the lessor of such renewed term pursuant to notice under section 21 of the Act of his intention to resume possession of the said land) to compensation to the extent of two-thirds of the value of improvements effected by him.

24

That for the purpose of ascertaining the amount of the compensation to which the lessee is so entitled under the foregoing clause 23 hereof the value of the said improvements shall be determined by a valuation to be made by a registered valuer in accordance with the provisions of section 28 of the Act.

25

That when the lessee proposes to make on the said land any improvement of the kind referred to in clause 23 hereof he shall be entitled on application to the lessor to have a record made by the lessor at the cost in all things of the lessee of the particulars of the nature of those improvements and of the state and condition of the land before the making of the improvements.

26

That provided the lessor has not at least one year prior to the expiration of the term hereby created given notice to the lessee by delivering the same personally or by sending the same to him by registered post addressed to him at his last named place of abode or business that he desires to resume possession of the said land the lessee shall have the right to elect not more than 6 months and not less than 3 months before the expiration of the term hereby created to take a renewal of the within lease for a further period of 21 years subject to the right of the lessor on giving at least one year's notice to the lessee prior to the expiration of the 15th or 21st year of such renewed term of his desire so to do to resume possession of the said land on the payment to the lessee of compensation to the extent of two-thirds of the value of improvements effected by him.

27

That if the lessee elects to renew the within lease as aforesaid the lessor will at the cost of the lessee grant and execute to the lessee a further lease of the said land for a term of 21 years subject to the lessor's right to resume possession as provided in the preceding clause the lessee yielding and paying therefor:

- (a) For and during the first 10 years of the said term a yearly rent equal to \$5 percent of the unimproved value as ascertained by a registered valuer in accordance with the provisions of section 25 of the Act:

Provided that any such rental shall be not less than the rent reserved for the last 11 years of the expired term:

- (b) For the next 11 years of the said term a yearly rental equal to \$5 percent of the unimproved value ascertained as aforesaid:

Provided that any such rental shall be not less than the rent reserved for the preceding 10 years:

such renewed lease otherwise to contain the like covenants and provisions as are herein contained including the within provision for renewal and the lessee on the execution of such renewed lease will execute a counterpart thereof.

And it is hereby mutually agreed and declared by and between the parties hereto as follows:

28

That if the lessee elects not to accept a renewed lease or fails to execute a renewed lease within one month after the same is tendered to him for the purpose, the right to a new lease of the land shall as soon as practicable be put up to public competition by public tender in accordance with the provisions of section 33 of the Act, and the rights of the lessee with respect to compensation for improvements shall be determined by reference to the provisions of that section and section 34 of the Act, and not otherwise.

29

The lessor may at all reasonable times during the continuance of the term hereby created enter upon the said land by any agent officer or servant of the lessor for the purpose of viewing the state and condition thereof and of the buildings and erections thereof.

30

That subject to the provisions of section 29 of the Act there are hereby excepted and reserved from this demise all milling timber flax coal lignite stone clay kauri-gum and other metals or minerals whatsoever in or upon the land hereby demised with full power and liberty to the said lessor its agents servants grantees or licensees to enter upon the said land for the purpose of searching for working winning getting and carrying away all such metals minerals and other things so reserved as aforesaid and for this purpose to make such roads erect such

buildings sink such shafts, and do all such things as may be necessary:

Provided that in the exercise of such rights the lessor shall cause as little interference as possible with the lessee's user of the said land and provided further that the lessor shall pay a fair compensation to the lessee for all loss or damage sustained by the lessee by the exercise of any such powers by the lessor. The amount of any such compensation shall in default of agreement be determined by 2 arbitrators and in case the arbitrators cannot agree, by their umpire, in accordance with the provisions of the Arbitration Act 1908; and these presents shall for the purpose be deemed to be a submission under that Act.

31

That if the lessee shall at any time make default in the performance of any of the covenants conditions or provisions on the part of the lessee herein expressed or implied it shall be lawful for the lessor (without prejudice to any right of re-entry or other right) to perform any such covenant condition or provision on behalf of the lessee (and if necessary for so doing to enter upon the said premises) and all money paid and expenses incurred in so doing and also all costs incurred by the lessor in connection therewith shall be forthwith repaid to the lessor by the lessee together with interest thereon at the rate of \$10 percent per annum and shall be recoverable by distress under the Distress and Replevin Act 1908 or otherwise as if the same were rent in arrear hereby reserved and it shall be lawful for the lessor or the agent of the lessor at all times for the purpose aforesaid and for the purpose of viewing the demised premises to enter upon the said premises with such workmen and other persons as the lessor or the agent of the lessor shall think fit and to remain there for such time as in the circumstances shall be reasonable and proper.

32

That in case the rent payable hereunder or any part thereof shall be unpaid on any day on which the same ought to be paid and shall remain unpaid for thirty (30) days thereafter whether the same shall have been lawfully demanded or not or in case the lessee becomes bankrupt or compounds with or assigns his estate for the benefit of his creditors or in case of the breach non-observance or non-performance by the lessee

of any covenant condition or restriction herein on the lessee's part contained or implied then and in every such case it shall be lawful for the lessor forthwith or at any time thereafter without notice or suit to enter upon any part of the said demised land in the name of the whole and thereby to determine the estate of the lessee under these presents but without releasing the lessee from liability in respect of any breach of any of the said covenants conditions and restrictions.

33

It is hereby declared that the covenants powers and conditions implied in leases by the Property Law Act 1952 shall be implied herein except in so far as the same are hereby modified or negated.

34

It is hereby further declared that terms and expressions defined in the Act shall when used in these presents have the meanings so defined and that where the Act directs the inclusion of any provision in these presents that provision shall be deemed to be included herein in accordance with the Act and not otherwise.

Schedule
Description of land

I, _____, do hereby accept this lease of the above-described land to be held by me as tenant subject to the covenants conditions and restrictions above set forth.

Dated this _____ day of _____

Signed by the Maori Trustee as lessor by } The Maori Trustee by
acting for the Maori Trustee pursuant } acting for the Maori
to section 9 of the Maori Trustee Act 1953 and } Trustee pursuant to section 9
sealed with the Maori Trustee's Seal of Office } of the Maori Trustee Act
in the presence of: } 1953.

Signature :
Occupation :
Address :

Signed by the above-named _____ as lessee in my presence:

Signature :
Occupation :
Address :

Schedule 2

Section 77

Enactments repealed

- 1910, No 69—The Thermal Springs Districts Act 1910. (1931 Reprint, Vol VI, p 366.)
- 1931, No 31—The Maori Land Act 1931: Parts 14, 15, and 16. (1931 Reprint, Vol VI, p 220.)
- 1948, No 69—The Maori Purposes Act 1948: Section 13.
- 1950, No 98—The Maori Purposes Act 1950: Section 8.
- 1951, No 75—The Maori Purposes Act 1951: Section 9.
- 1952, No 70—The Maori Purposes Act 1952: Section 6.
- 1953, No 112—The Maori Purposes Act 1953: Section 29.