

**I TE KOOTI WHENUA MĀORI O AOTEAROA
I TE ROHE O WAIKATO MANIAPOTO**

*In the Māori Land Court of New Zealand
Waikato Maniapoto District*

AP-20250000016367

WEHENG <i>Under</i>	Sections 18, 236 and 237, Te Ture Whenua Māori Act 1993
MŌ TE TAKE <i>In the matter of</i>	Allotment of Parish 20 Waiheke and others (Waiheke Station)
I WAENGA I A <i>Between</i>	NGĀTI PAOA IWI TRUST Ngā Kaitono <i>Applicants</i>
ME <i>And</i>	NGĀTI PĀOA TRUST BOARD Ngā Kaiurupare <i>Respondents</i>

Kōtitanga: 23 June 2026, 300 Waikato Maniapoto MB 108-141
Hearing (Heard at Hamilton)

Kanohi kitea: T Hauraki for Applicants
Appearances B Lyall and H Swedlund for Respondents

Whakataunga: 24 July 2026
Judgment date

TE WHAKATAUNGA HUKIHUKI A KAIWHAKAWĀ R P MULLINS
Preliminary Judgment of Judge R P Mullins

Hei tīmatanga kōrero

Introduction

[1] The Ngāti Pāoa Iwi Trust (Iwi Trust) has filed an application pursuant to ss 236, 237 and 18(1)(a) of Te Ture Whenua Māori Act 1993 (the Act) for review of trust and declarations regarding the Ngāti Pāoa Trust Board (Trust Board), in its role as the former sole responsible trustee of the Waiheke Station Trust (Station Trust).

[2] The Trust Board argues the Māori Land Court does not have jurisdiction to hear the Iwi Trust's application because the Trust Board does not own Māori land that would bring it within the Court's jurisdiction. The Trust Board is a charitable trust. The Waiheke Station Farm (the farm) was vested in the Trust Board, which held the farm as trustee of the Station Trust. The farm has since been vested in the Iwi Trust.

[3] This preliminary determination deals solely with the question of the Court's jurisdiction to hear the Iwi Trust's application. To assist in determining jurisdiction both parties filed further written submissions following a hearing on the question of jurisdiction on 23 June 2026 (the hearing).¹

Kōrero whānui

Background

[4] The farm is made up of several Māori freehold land blocks returned by the Crown to Ngāti Pāoa in 1989. On 12 December 1989 these blocks were vested in the Station Trust by an order of Judge Carter pursuant to s 437(4) of the Māori Affairs Act 1953, to be held by the Station Trust for the benefit of the eponymous ancestor Pāoa.²

[5] The Station Trust was formed as what was termed an 'interim trust' under s 437(4) of the Māori Affairs Act 1953. While an order was made to reconstitute the trust as a whenua tōpu trust in 1998, this order was overturned by a decision of the Māori Appellate Court in 1999.³ The Station Trust accordingly remained as an interim trust, as is recognised in s 147 of the Settlement Act.⁴

¹ 300 Waikato Maniapoto MB 108-141 (300 WMN 108)

² *Tamihere – Waiheke Station* (1989) 91 Hauraki MB 83 (91 H 83).

³ *Taipari v Gordon - Waiheke Station* (1999) 19 Waikato Maniapoto Appellate MB 156 (19 APWM 156).

⁴ For completeness, I note that the Waiheke Station Trust is recorded as an Ahu Whenua Trust in the Māori Land Court database Pātaka Whenua. The basis for this classification is unclear, and I have not relied on it in undertaking this decision.

[6] On 2 February 1998 the status of the land held by the Station Trust was declared to be Māori freehold land pursuant to s 133(1) of the Act.⁵

[7] On 13 October 2011 the Trust Board was appointed the sole trustee of the Station Trust.⁶ The Trust Board is a charitable trust constituted to act as a representative body for Ngāti Pāoa. At the time of the 2011 order, the Trust Board had been recognised by order of the Court, pursuant to s 30 of the Act, as the representative of Ngāti Pāoa for certain purposes.⁷

[8] The role of the Trust Board as a representative of Ngāti Pāoa subsequently became an issue of contention following the establishment of the Iwi Trust. In 2013 the Iwi Trust was established as a post-settlement governance entity to receive treaty settlement assets on behalf of Ngāti Pāoa. The background to the subsequent disagreements between the Trust Board and the Iwi Trust as to representation of Ngāti Pāoa in terms of the orders made under s 30 of the Act can be found in the Māori Land Court's 2018 decision and the Māori Appellate Court's 2020 decision in the *Ngāti Pāoa Iwi Trust v Ngāti Pāoa Trust Board - Ngāti Pāoa* proceedings.⁸ Section 30 representation orders in respect of the Trust Board were amended to end on 21 December 2018. However, the Trust Board remained the trustee of the Station Trust under the 2011 order. This ownership was confirmed by judgment of the Court in 2022.⁹

[9] It was accepted by counsel for the Trust Board at the hearing that as the sole trustee of a Māori land trust, the court had jurisdiction in relation to the Trust Board as a trustee of the Station Trust when that trust existed.¹⁰ Evidence of this acceptance includes the fact application was made to the court on several occasions to replace trustees.

⁵ 99 Hauraki MB 2-9 (99 H 2).

⁶ 29 Waikato Maniapoto MB 177-179 (29 WMN 177).

⁷ *Ngāti Pāoa* (2009) 141 Waikato MB 271 (141 W 271) at [40].

⁸ *Ngāti Pāoa Iwi Trust v Ngāti Pāoa Trust Board - Ngāti Pāoa* (2018) 173 Waikato Maniapoto MB 51 (173 WMN 51) and *Ngāti Pāoa Trust Board v Ngāti Pāoa Iwi Trust - Ngāti Pāoa* [2020] Maori Appellate Court MB 318 (2020 APPEAL 318).

⁹ *Williams v The Attorney General - Allotment 20 Parish of Waiheke* (Waiheke Station) (2022) 238 Waikato Maniapoto MB 83 (238 WMN 83).

¹⁰ 300 Waikato Maniapoto MB 108-141 (300 WMN 108-141) at 116.

[10] On 12 November 2025 the Ngāti Pāoa Claims Settlement Act 2025 (the Settlement Act) was passed. Part 4 of this Act concerns the Station Trust. Under s 148(1)(a) of the Settlement Act the Station Trust was dissolved, and under s 149(1)(a) the legal ownership of the farm was vested in the Iwi Trust. Section 150 of the Settlement Act records that “[b]eneficial ownership of the Waiheke Station Farm remains vested in Pāoa”. Under s 156 of the Settlement Act, the Chief Executive of Te Tari Whakatau is to notify the Māori Land Court Registrar of the dissolution of the Trust, and the registrar is to enter this on the records of the Court. It is unclear whether this application was or has been made.

Ngā take

The issues

[11] The parties agree that the Court has jurisdiction to hear the aspects of the application filed under s 18(1)(a), as the farm lands are Māori freehold land and plainly fall within the Court’s jurisdiction under this section. However, the respondents, have queried the utility of the s 18(1)(a) declarations sought by the Iwi Trust, arguing that they are contingent on the trust review aspects of the Iwi Trust’s application.

[12] What is in dispute is whether the Māori Land Court has jurisdiction to hear the trust review aspects of the application pursuant to ss 236 and 237 of the Act. To determine that, I must answer two questions:

- (a) Firstly, does the Māori Land Court retain jurisdiction to review the conduct of a former trustee of a Māori land trust that no longer exists as at the time the application(s) for review are filed? and
- (b) If the answer to the first question is yes, then what impact, if any, does the Ngāti Pāoa Settlement Act 2025 have on that jurisdiction?

[13] I turn now to consider these questions.

E pūritia tonutia ana te mana ā-ture e te Kooti Whenua Māori arotake ai i tā te mahi a te kaitarahitī o mua o tētahi Taratī Whenua Māori i kati ai?

Does the Māori Land Court retain jurisdiction to review a former trustee of a dissolved Māori Land Trust?

[14] Section 236 empowers the Māori Land Court to hear applications concerning a range of trusts that hold or deal with Māori land:

236 Application of sections 237 to 245

- (1) Subject to subsection (2), sections 237 to 245 shall apply to the following trusts:
 - (a) every trust constituted under this Part:
 - (b) every other trust constituted in respect of any Maori land:
 - (c) every other trust constituted in respect of any General land owned by Maori.
- (2) Nothing in sections 237 to 245 applies to any trust created by section 250(4).

[15] The Māori Land Court's general jurisdiction in relation to these trusts is provided under s 237 as follows:

237 Jurisdiction of court generally

- (1) Subject to the express provisions of this Part, in respect of any trust to which this Part applies, the Maori Land Court shall have and may exercise all the same powers and authorities as the High Court has (whether by statute or by any rule of law or by virtue of its inherent jurisdiction) in respect of trusts generally.
- (2) Nothing in subsection (1) shall limit or affect the jurisdiction of the High Court.

[16] Section 18 sets out the general jurisdiction of the Court in relation to Māori land, with s 18(1)(a) giving the Court jurisdiction:

to hear and determine any claim, whether at law or in equity, to the ownership or possession of Maori freehold land, or to any right, title, estate, or interest in any such land or in the proceeds of the alienation of any such right, title, estate, or interest

[17] As noted above the Station Trust is an interim trust constituted under The Māori Affairs Act 1953. This Act was later repealed and replaced by Te Ture Whenua Māori Act 1993. The Court's jurisdiction over the Station Trust continued under s 236 of the Act. The effect of s 236 is that the Māori Land Court's powers under ss 237-245 of the Act apply to all trusts constituted under Part 12 of the Act, as well as trusts constituted in terms of any Māori land, or any General land owned by Māori.

[18] Section 237 of the Act is broad in ambit, it grants the Māori Land Court all the jurisdiction and powers of the High Court in relation to trusts, both statutory and inherent. In *Dellabarca v Northern Storemen and Packers Union*, the High Court held its inherent powers could be defined as follows:¹¹

The inherent jurisdiction of the court may be defined as being the reserve or fund of powers, a residual source of powers, which the court may draw upon as necessary whenever it is just or equitable to do so, and in particular, to ensure the observance of due process of law, to prevent improper vexation or oppression, to do justice between parties and to secure a fair trial between them.

[19] The Māori Land Court has extensive supervisory powers in relation to trusts and deploys that jurisdiction when it is appropriate to do so. For trusts that were not established under Part 12 of the Act, this jurisdiction is shared with the High Court.¹²

[20] The application of s 236 to trusts not formed under Part 12 of the Act has recently been considered by the Supreme Court in *Nikora v Kruger*.¹³ This case concerned whether the Tūhoe post-settlement governance entity fell within the definition of a trust under s 236 by virtue of its landholdings. As part of that decision, the Supreme Court concluded:¹⁴

...As land ownership is the trigger under Part 12, some PSGEs that do not hold land permanently could move in and out of the jurisdiction of the [Māori Land] Court based on commercial investment decisions...

[21] The Supreme Court observed the application of the Māori Land Court's jurisdiction to a trust not formed under Part 12 of the Act will accordingly be on a 'case-by-case' basis.

[22] It is not disputed the Station Trust held Māori land up until its dissolution with the establishment of the Settlement Act. The question now is whether the Court can hear a case concerning the actions of the Trust Board during their tenure as the sole trustee of the Station Trust, prior to the dissolution of the trust.

[23] There are differing views as to the purpose of the trust review application, whereby the Trust Board argues the application is to review the Trust Board itself. However, the Iwi

¹¹ *Dellabarca v Northern Storemen and Packers Union* [1989] 2 NZLR 734 at 765.

¹² See, for example, *Te Āhuru Trustee Company Ltd v Gibbs* [2026] NZHC 1371.

¹³ *Nikora v Kruger* [2024] NZSC 130.

¹⁴ *Nikora v Kruger* [2024] NZSC 130 at [88].

Trust's position is the application seeks a review of the Trust Board's actions and decisions during its tenure as responsible trustee of the Station Trust.

[24] I agree with the position of the Iwi Trust. My reasoning is discussed below.

[25] The Station Trust was established under s 437(4) of the Māori Affairs Act 1953, which has sat entirely within the Māori Land Court's jurisdiction for the duration of its existence. The Station Trust is not one of the specific Māori land trusts that can be formed under Part 12 of the Act, this is because it was constituted under the Court's preceding legislation.¹⁵ Since its formation by application to, and order of the Court, it has sat squarely within the Court's jurisdiction. Applications have been made to the Court to appoint and replace trustees as the governance of the Station Trust has changed over the intervening years,¹⁶ and disagreements relating to the Trust and its land have also been heard by the Court. As the Station Trust was not created by Part 12, the Court's jurisdiction over the Station Trust under the current legislation is through s 236(1)(b) of the Act, which gives the Court jurisdiction over trusts "constituted in respect of any Māori land".

[26] As noted above the Supreme Court have recently considered s 236 in *Nikora v Kruger* and those findings have been discussed in several Māori Land Court judgments that have issued in its wake.¹⁷ Counsel for the Trust Board argued that, in applying the *Nikora* principles, the Māori Land Court no longer has any jurisdiction to hear a case concerning the Trust Board because, following the passage of the Settlement Act, the Trust Board does not hold any Māori land. Applying the statement of the Supreme Court quoted above, the Trust Board says that following the passage of the Settlement Act and the transfer of the farm to the Iwi Trust, the Trust Board 'moved out' of the Māori Land Court's jurisdiction due to no longer holding title to the land. It says the Court's jurisdiction over a charitable trust such as the Trust Board is triggered by its current land ownership, and although the Iwi Trust's application concerns actions taken prior to the change in ownership of the farm, historical land ownership cannot be "a permanent jurisdictional anchor for the [Māori Land Court]".¹⁸

¹⁵ *Tamihere – Waiheke Station* (1989) 91 Hauraki MB 83 (91 H 83).

¹⁶ 29 Waikato Maniapoto MB 177-179 (29 WMN 177-179).

¹⁷ See for example *Skipper v Gibson - Ngāti Tawhirikura Hapū Charitable Trust* (2025) 498 Aotea MB 148 (498 AOT 148); *Hemi v Ritchie – Whaanga 1D1D Roadway* (2025) 282 Waikato Maniapoto MB 9 (282 WMN 9)

¹⁸ Submission for the Ngāti Pāoa Trust Board, 11 June 2026, at [24].

[27] This is a simplification of the current situation, as the farm lands have never been vested in the Trust Board itself. They have been vested in the Station Trust since 1989, of which the Trust Board was the sole trustee from 2011 until the Station Trust’s dissolution in 2025. The landholdings of the Trust Board itself are not relevant – it is its role as a trustee of the Station Trust that these proceedings concern.

[28] It is also worth noting the facts here differ significantly from those in *Nikora*, although the legal operation of s 236(1)(b)-(c) is the same. In *Nikora* the trust concerned was a post-settlement governance entity that had been formed outside of the Māori Land Court, which had (in the submission of its trustees) not intended or anticipated that it would come within the Court’s jurisdiction until proceedings were filed against it. In that case, the Māori Land Court’s jurisdiction flowed from the trust’s ownership of land classified as ‘general land owned by Māori’. That can be compared to the present case, where the Station Trust was formed by application to the Māori Land Court under the Māori Affairs Act 1953 and has continued to be managed by the trustees within the Court’s jurisdiction since that date. As successive judgments have recorded, from 1989 to 2025, the Station Trust has consistently been recognised as sitting within the Māori Land Court’s jurisdiction, and that jurisdiction has not been controversial.

[29] The Station Trust was a trust formed for the sole and explicit purpose of holding land on behalf of the descendants of Pāoa, and not (as discussed in the *Nikora* judgment) a trust that does not hold land permanently and “could move in and out of the jurisdiction of the Court”.¹⁹ Actions taken by the trustee of the Station Trust during that period would be clearly justiciable in this Court if not for its recent dissolution. This is the correct legal framing to consider the jurisdictional question under – it is not that the landholdings of the Station Trust have ‘moved out’ of the trust, but that the Trust itself has been wound up, and its assets vested in a new trust (the Iwi Trust).

[30] Counsel for the Trust Board also rely on the findings in *Nicholas – Poike 8E* and argued the Station Trust, having been wound up, cannot be the subject of a Māori Land Court application, and should therefore be dismissed.²⁰

¹⁹ *Nikora v Kruger* [2024] NZSC 130 at [88].

²⁰ *Nicholas – Poike 8E* (2018) 162 Waikato Maniapoto MB 90 (162 WMN 90).

[31] This does not seem logical, especially when analysed (as counsel for the Iwi Trust suggests) against the law as it applies to resigning trustees. The case law is clear that resignation of a trustee does not shield them from liability for actions taken while in office.²¹

[32] In *Nicholas – Poike 8E* the Court discussed the effects of the termination of a trust. This case concerned an investigatory trust that was established for a two-year period and ceased to exist on 27 July 2017.²² In November 2017, an application was filed seeking to review the trust, vary the terms of the trust and appoint new trustees. The Court held that ss 231 and 244 contemplate a trust that is in existence and ongoing. Therefore, there was no trust to review, no trust order to vary and no group of trustees who could be added to, reduced or replaced. The simple position is that the trust was no longer in existence.

[33] The Court however noted that:²³

[59] The situation is not to be confused with a scenario in which the Court reviews the action of trustees and sheets home trustee liability, after a trustee has retired or resigned. That is entirely different, as trustees remain liable for their own breaches of trust during their time in office.

[60] Ultimately, the application for review, variation and appointment of additional trustees must be dismissed, given that at the time this application was filed the trust had ceased to exist by operation of law.

[34] While I agree with the findings in *Nicholas* that a trust must be in existence and ongoing for it to be subject to a review of its trust order and appointment of new trustees, that is not comparable to this case. The dissolution of a trust cannot shield the trustees from scrutiny of their actions while in office prior to that dissolution.

[35] In *Witana v Cutforth – Kohewhata 27C2A and others* the Court held that a valid resignation would not oust the Court's jurisdiction to hold that trustee to account for any loss suffered by the trust, especially for failing to protect the trust's assets pending the appointment of new trustees.²⁴ The Court expanded this and held the same, where a retiring trustee could still be held accountable if they failed to act reasonably and prudently to protect the trust's assets pending their removal from office by the Court. In general, it is accepted

²¹ *Witana v Cutforth – Kohewhata 27C2A and others* (2021) 238 Taitokerau MB 150 (238 TTK 150).

²² *Nicholas – Poike 8E* (2018) 162 Waikato Maniapoto MB 90 (162 WMN 90).

²³ *Nicholas – Poike 8E* (2018) 162 Waikato Maniapoto MB 90 (162 WMN 90) at [59]-[60].

²⁴ *Witana v Cutforth – Kohewhata 27C2A and others* (2021) 238 Taitokerau MB 150 (238 TTK 150).

that trustees continue to be accountable for their actions and decisions made in office, even once they have ceased to hold that office.

[36] In *Lambie Trustee Ltd v Addleman* the Supreme Court noted that trustees are required to retain documents recording trustee information, and where there is a change of trustees, outgoing trustees must hand over such documents to their successors.²⁵ The latter obligation is discussed in *Lewin on Trusts*:²⁶

A new trustee is entitled to require the former trustee to deliver up to him all records, books and other papers belonging to the trust. He is also entitled to inspect and copy other papers (not belonging to the trust) in the hands of the former trustee so far as they contain information relating to the trust.

[37] Sections 45 to 48 of the Trusts Act 2019 provide for obligations of trustees to keep and pass on to their successors core documents, which are identified as including “documents necessary for the administration of the trust”.²⁷

[38] In *Gibbs-Smith*, there were various complaints about the transition from the former interim trustees to the new trustees. The fundamental issue was the absence of an organised handover of key information between the former trustees and the newly appointed trustees. This included financial statements, and information regarding the current state of the trust’s bank account.²⁸ The Māori Land Court held that the incoming trustees should have been provided with, or had access to, the information. Accordingly, orders were made to ensure that the new trustees had access to the trust’s information.²⁹

[39] At the hearing I discussed various hypothetical situations with counsel. One such scenario was if a trust was terminated, and the land returned to the beneficial owners as individuals. Following termination, they discover the former trustees had behaved poorly as trustees, does the Court have jurisdiction to look at the conduct of the trustees while they were trustees, even though the trust no longer exists. Admittedly I put counsel for the respondents, Mr Lyall, on the spot with my pātai and he indicated he thought the Court would

²⁵ *Lambie Trustee Limited v Addleman* [2021] NZSC 54 at [47].

²⁶ Lynton Tucker, Nicholas Le Poidevin and James Brightwell *Lewin on Trusts* (20th ed, Sweet & Maxwell, London, 2020).

²⁷ Trusts Act 2019, s 45(i).

²⁸ *Gibbs-Smith – Te Tii (Waitangi) A Māori Reservation* (2015) 104 Taitokerau MB 193 (104 TTK 193) at [14].

²⁹ *Gibbs-Smith – Te Tii (Waitangi) A Māori Reservation* (2015) 104 Taitokerau MB 193 (104 TTK 193) at [59].

retain jurisdiction in that instance, however the settlement legislation was the key point of difference.³⁰

[40] With the benefit of having time to reflect, Mr Lyall helpfully addressed the hypothetical again in his submissions. His first point was the current applications are not applications to review the Station Trust or to assess the actions of the Station Trust's trustee, but rather applications to review the Trust Board. In his argument, therein lies the flaw in the applications.³¹

[41] Although Mr Lyall accepts the Trust Board may be liable for breaches of trust it incurred as trustee of the Station Trust, he argues the Māori Land Court has no jurisdiction to now review the Station Trust as the trust has ceased to exist. Counsel argued further that this does not mean the Iwi Trust can now "conduct a fishing expedition into the [Trust Board]'s accounts" or to compel the Trust Board to act as though it remains subject to ongoing trustee obligations.³²

[42] The Iwi Trust, citing Anderson J's reasoning in *AMP General Insurance Ltd v MacAlister Todd Phillips Bodkins*, submitted that it:³³

...is consistent with the orthodox equitable principle that the trustee's liability is personal and survives the end of the trust unless it has been released or is otherwise barred... The fact that the trust no longer exists as an ongoing legal relationship does not extinguish the trustee's personal liability that may have arisen before termination.

The Iwi Trust therefore submitted that:³⁴

As such, the Trust Board remains liable for any breaches it incurred as trustee of the Waiheke Station Trust, notwithstanding that the Waiheke Station Trust has since been dissolved.

Given that the dissolution of the Waiheke Station Trust does not prevent proceedings being brought against the Trust Board in the context of its role as former trustee, it follows that the proper Court to hear those proceedings is the Māori Land Court. This is because equitable liability for any breach of trust arises when the breach occurred. The Iwi Trust says that the relevant breaches occurred while the Trust Board was the trustee of the Waiheke Station Trust and owner of the Farm.

³⁰ 300 Waikato Maniapoto MB 108-141 (300 WMN 108) at 119.

³¹ Submissions for the Ngāti Pāoa Trust Board, 3 July 2026, at [10] and [15].

³² Submissions for the Ngāti Pāoa Trust Board, 3 July 2026, at [18]-[19].

³³ Submissions for the Ngāti Pāoa Iwi Trust, 6 July 2026, at [12]-[13], citing *AMP General Insurance Ltd v MacAlister Todd Phillips Bodkins* [2006] NZSC 105.

³⁴ Submissions for the Ngāti Pāoa Iwi Trust, 6 July 2026, at [16]-[17].

[43] I agree. The Court held jurisdiction over the Station Trust from its creation to its dissolution in November 2025, and there is no clear legal reason why it cannot hear a case concerning the actions of its sole trustee during the time that the Station Trust was in place. This does not mean the Court has any jurisdiction over the Trust Board going forward, or that the Station Trust is a ‘permanent jurisdictional anchor’ giving the Court jurisdiction to entertain applications concerning the Trust Board’s work from November 2025 into the future. But the Court clearly held jurisdiction over the Station Trust during the full duration of its existence, and on its face, can consider an application for scrutiny of the actions taken by the Trust Board during the period where it was the sole trustee of the Station Trust.

He whakaaweawe rānei tō te ture Ngāti Pāoa Settlement Act 2025 ki te mana ā-ture o te Kooti Whenua Māori? Mēnā he pērā, he pēhea te whakaaweawe?

What impact, if any, does the Ngāti Paoa Settlement Act 2025 have on that jurisdiction?

[44] As I have found the Court still retains jurisdiction to review the conduct of the Trust Board as the sole trustee of the Station Trust, I now turn to consider the impact if any, of the Settlement Act, on that jurisdiction.

Ngāti Pāoa Claims Settlement Act 2025

[45] It is helpful to set out the key provisions of the Settlement Act to be clear about its effect in relation to the Trust Board, the Iwi Trust, the Station Trust and the farm, as well as its relationship with the Act. The Settlement Act came into force on 13 November 2025, establishing the Iwi Trust as the post-settlement governance entity representing Ngāti Pāoa.

[46] Section 20 provides that the Iwi Trust is not constituted in respect of s 236(1)(b)-(c) under the Act:

20 Treatment of Ngāti Pāoa Iwi Trust under Te Ture Whenua Maori Act 1993

- (1) The Ngāti Pāoa Iwi Trust is not a trust constituted in respect of—
- (a) any Maori land for the purpose of section 236(1)(b) of Te Ture Whenua Maori Act 1993; or
 - (b) any General land owned by Maori for the purpose of section 236(1)(c) of that Act.

- (2) In this section, Maori land and General land owned by Maori have the meanings given in section 4 of Te Ture Whenua Maori Act 1993.

[47] Section 147 outlines the following interpretations for Part 4 of the Settlement Act:

responsible trustee of the Waiheke Station Trust and **responsible trustee** mean the Ngāti Paoa Trust Board in its capacity as trustee of the Waiheke Station Trust under an order of the Māori Land Court made on 13 October 2011 (see Māori Land Court, Waikato Maniapoto Minute Book volume 29, folios 177 to 179)

...

Waiheke Station Farm means the parcels of Māori freehold land listed in the schedule and applicable to the order of the Māori Land Court (238 Waikato Maniapoto MB 83–91) made on 30 May 2022

Waiheke Station Trust means the interim trust of that name established by order of the Māori Land Court dated 12 December 1989 under section 437(4) of the Maori Affairs Act 1953.

[48] Sections 148-150 of the Settlement Act outline the dissolution of the Station Trust. Section 148(1)(a) dissolves the Station Trust:

148 Dissolution of Waiheke Station Trust

- (1) On and from the commencement of this Act,—
- (a) the Waiheke Station Trust is dissolved; and
 - (b) the term of office of the responsible trustee expires; and
 - (c) proceedings by or against that trustee may be continued, completed, and enforced by or against the trustees of the Ngāti Pāoa Iwi Trust; and
 - (d) a reference to the Waiheke Station Trust (express or implied) in any enactment (other than this Act) or in any instrument, register, agreement, deed (other than the deed of settlement), lease, application, notice, or other document in force immediately before the commencement of this Act must, unless the context otherwise requires, be read as a reference to the trustees of the Ngāti Pāoa Iwi Trust.
- (2) The responsible trustee holding office immediately before the commencement of this Act is not entitled to compensation as a result of the expiry under this section of the responsible trustee's term of office.

[49] Section 149(1) vests the fee simple estate in the farm in the Iwi Trust. Section 149(3) retains the status of the farm land as Māori Freehold land but prevents Part 12 of the Act from applying to that land:

149 Vesting of assets and liabilities of responsible trustee

- (1) On the commencement of this Act,—

- (a) the legal (but not the beneficial) ownership of the fee simple estate in the Waiheke Station Farm vests in the trustees of the Ngāti Pāoa Iwi Trust; and
 - (b) for all other assets and liabilities held by the responsible trustee, both the legal and beneficial ownership vest in the trustees of the Ngāti Pāoa Iwi Trust.
- (2) To the extent that any assets and liabilities of the responsible trustee are held subject to—
 - (a) any charitable trusts, those assets and liabilities are—
 - (i) freed of all charitable trusts; but
 - (ii) subject to any other trusts expressed in the trust deed of the Ngāti Pāoa Iwi Trust; and
 - (b) any other trusts, covenants, or conditions affecting an asset or a liability, those assets and liabilities vest in, and become the assets and liabilities of, the trustees of the Ngāti Pāoa Iwi Trust subject to those trusts, covenants, or conditions.
- (3) The vesting of the Waiheke Station Farm under subsection (1) does not change the status of the land as Māori freehold land, but Part 12 of Te Ture Whenua Māori Act 1993 does not apply to that land.

[50] Section 156 provides that notice will be given to the Māori Land Court about the dissolution of the Waiheke Station Trust and the vesting of property in the Ngāti Pāoa Iwi Trust. This section mirrors s 73 of the Settlement Act concerning another fee simple estate:

156 Notices to be given to Māori Land Court

- (1) As soon as is reasonably practicable after the fee simple estate in the Waiheke Station Farm vests under section 149(1), the chief executive of the Office of Treaty Settlements and Takutai Moana—Te Tari Whakatau must notify the Registrar—
 - (a) of the dissolution of the Waiheke Station Trust under section 148; and
 - (b) of the vesting of the fee simple estate in that property in the trustees of the Ngāti Pāoa Iwi Trust.
- (2) The Registrar-General must, on written application by the chief executive of the Office of Treaty Settlements and Takutai Moana—Te Tari Whakatau, —
 - (a) register the trustees of the Ngāti Pāoa Iwi Trust as the owner of the fee simple estate in the Waiheke Station Farm; and
 - (b) record any entry on the record of title and do anything else necessary to give effect to this subpart and the deed of settlement.

- (3) The Registrar must ensure that all relevant information notified under subsection (1) or (2) is entered on the records of the court.

[51] Section 155 provides that a document, matter, or thing that would have been admissible in evidence for or against the Trust Board is, on and after the commencement of the Act, admissible in evidence for or against the trustees of the Iwi Trust.³⁵

[52] Section 162 deals specifically with the liability of employers and agents of the Waiheke Station Trust. It states:

162 Liability of employers and agents

- (1) The responsible trustee, an officer, or a representative of the Waiheke Station Trust who held office at any time before the commencement of this Act is not personally liable for any act or thing done or omitted to be done by that person before the commencement of this Act in the exercise or bona fide exercise of a duty under any enactment or the relevant deed of trust.
- (2) This section applies only—
- (a) in the absence of actual fraud; and
 - (b) if the act or omission does not amount to an offence under any enactment or rule of law

[53] Section 163 requires the Iwi Trust to prepare a final report of the Station Trust “as soon as practicable after the commencement of this Act”.

Impact of the Ngāti Pāoa Claims Settlement Act 2025

[54] An analysis of the Settlement Act shows that its provisions exclude the Iwi Trust from the Court’s jurisdiction (under s 20 of the Settlement Act), and in terms of the farmlands transferred to the Iwi Trust “[o]n the commencement of this Act...Part 12 of the Act does not apply to that land” (under s 149). This plainly excludes the Iwi Trust, and its holding of the farm lands as a trustee, from the Māori Land Court’s jurisdiction. It is clear the exclusion of the Court’s jurisdiction is from the commencement of the Settlement Act and is not intended to have any retrospective effect or to apply to the Station Trust or the Trust Board as the former trustee.

³⁵ Ngāti Pāoa Claims Settlement Act 2025, s 155.

[55] The Iwi Trust acknowledges that s 162 of the Settlement Act sets limits on the Trust Board's personal liability. The effect of s 162 is that the Trust Board will not be liable for any act or omission done prior to the commencement of the Settlement Act "in the exercise or bona fide exercise of a duty under any enactment or the relevant deed of trust". However, it does set some limitations to this immunity, which will not apply in situations where there was actual fraud, or where the conduct amounted to an offence under any enactment or rule of law.

[56] The Iwi Trust submit that:³⁶

[t]his provision, while it potentially limits the Trust Board's personal liability, does not extinguish the Trust Board's liability automatically upon dissolution of the Station Trust. In fact, it confirms the Trust Board's liability as former responsible trustee is continuing. The immunity will not apply where there was actual fraud, or where the conduct amounted to an offence under any enactment or rule of law. Further, any immunity granted under s 162 would not prevent the recovery of specific trust assets that belong in equity to the Iwi Trust/Ngāti Pāoa.

[57] I agree with this submission. While limiting the liability of the Trust Board as the former responsible trustee of the Station Trust it does not completely oust the jurisdiction of the Court to hear the application filed by the Iwi Trust. The hearing of the Iwi Trust's application will necessarily include consideration of the limitation on liability contained in s 162. However, in the absence of a clear exclusion of the Court's jurisdiction to hear an application concerning the actions of the Station Trust's trustee up until its dissolution, that jurisdiction remains available to the applicants in this matter.

[58] I acknowledge the Trust Board may perceive some irony in the fact the Iwi Trust negotiated to shield itself from being the subject of proceedings before the Māori Land Court yet is able to invoke the Court's supervisory jurisdiction in relation to the Trust Board's actions as a trustee of the Station Trust prior to its dissolution. However, that is the effect of the settlement legislation when given its plain and ordinary meaning.

[59] Accordingly, I find the Māori Land Court has the jurisdiction to hear the applications before it concerning the Waiheke Station Trust and Ngāti Pāoa Trust Board.

³⁶ Submissions for the Ngāti Pāoa Iwi Trust, 6 July 2026, at [21]-[22].

Ngā mahi kei mua i te aro*Next steps*

[60] As indicated at the hearing and accepted by Counsel for the Iwi Trust, the application in its present form requires amendment. I make the following directions:

- (a) The amended application is to be filed with the Court by the Ngāti Pāoa Iwi Trust and served on the Ngāti Pāoa Trust Board by 31 July 2026;
- (b) A written statement or response from the Trust Board is to be filed and served on the Ngāti Pāoa Iwi Trust by 14 August 2026; and
- (c) The parties are to file a joint memorandum with a proposed hearing timetable by 21 August 2026.

[61] For the avoidance of doubt, the injunction granted on 24 December 2025 at 289 Waikato Maniapoto MB 205-206 remains in force. At the hearing, Mr Lyall submitted that the injunction was procedurally defective and ought therefore to be discharged for want of jurisdiction. In response, Ms Hauraki submitted that the injunction continues to be necessary, at least in relation to the orders made pursuant to s 19(1)(b),³⁷ although she indicated that further instructions were required as to the applicants' position regarding the remaining orders and whether those are still justified. Ms Hauraki is to take the instructions as a matter of urgency and advise the Court by no later than 31 July 2026. Mr Lyall may make further submission by 14 August 2026.

[62] I am satisfied the Court has jurisdiction in this matter. Accordingly, I decline to discharge the injunction on the basis advanced by Mr Lyall. The injunction shall therefore remain in effect. The question of its ongoing scope and necessity as the matter will be considered further on receipt of submissions from counsel.

³⁷ Where the court made an order prohibiting the Ngāti Paoa Trust Board or any officer, or their employees, agents, from distributing and/or dealing with the property (including all assets) held by the Ngāti Paoa Trust other than transferring the assets and liabilities of the Waiheke Station Trust to the Iwi Trust, until such a time as the substantive applications are determined.

I whakapuakina i te 2.00pm i Kirikiriroa, i te 24 o ngā rā o Hōngongoi i te tau 2026.

Pronounced at 2.00pm in Hamilton on Friday this 24th day of July 2026.

R P Mullins
Kaiwhakawā