

**I TE KOOTI WHENUA MĀORI O AOTEAROA
I TE ROHE O AOTEA**

*In the Māori Land Court of New Zealand
Aotea District*

AP-20240000009322

WĀHANGA <i>Under</i>	Section 238, Te Ture Whenua Māori Act 1993 Section 21, Māori Reservations Regulations Act 1994
MŌ TE TAKE <i>In the matter of</i>	Rangiwaea 4F14B1A and another
I WAENGA I A <i>Between</i>	HELENA MAUREEN BAXTER Te Kaitono <i>Applicant</i>
ME <i>And</i>	DON ROBINSON, DOUGLAS BROUGHTON, EDWARD CLARK, HINUREWA POUTU, MAKERE EDWARDS, NEWCOMBE MARTIN, RANGIMARIE HALL AS TRUSTEES OF THE RANGIWAEA 4F14B1A RESERVATION (NGĀ MŌKAI PAPA KĀINGA) Ngā kaiurupare <i>Respondents</i>

Nohoanga: 2 December 2024, 502 Aotea MB 236-252
Hearing 1 September 2025, 518 Aotea MB 118-139
(Heard at Whanganui)

Whakataunga: 24 November 2025
Judgment date

TE WHAKATAUNGA A KAIWHAKAWĀ A H C WARREN
Judgment of Judge A H C Warren

“Mahia i runga i te rangimārie me te ngākau māhaki”

Hei tīmatanga

Introduction

[1] Ngā Mōkai Papakāinga is a marae for the descendants of Hinurewa Whakapu. One of its beneficiaries, Helena Baxter, has filed an application seeking to enforce the obligations of the marae trustees and an inquiry into the administration of the marae. On 21 July 2025, I issued a direction deciding to hear only the enforcement of obligations application filed under s 238 of Te Ture Whenua Maori Act 1993 (the Act) (s 238 application) on the basis that I was not satisfied that an inquiry was justified. The grounds for the inquiry application were the same as for the s 238 application, which seemed to stem from a koha issue relating to the use of the marae by Helena. That issue has now evolved to include a range of allegations relating to the day-to-day performance of the trustees.

[2] Having received prehearing evidence/submissions, and after hearing from all parties in person on 1 September 2025, I find that there is no basis to enforce any obligations of the trustees that would give rise to a remedy. I now give my reasons for this outcome.

Ngā Tāpaetanga a Helena

Helena's Claims

[3] I summarise the allegations raised by Helena.

Breaches of Trustee Obligations

[4] Helena claims that the trustees failed to act in good faith and uphold responsibilities under the Act, including poor communication and lack of transparency in governance and financial processes.

Governance Failures

[5] There is a claim that there was no charter at the time of the s 238 application, and further that AGM minutes (2024) were not provided despite repeated requests. It is also claimed that there was inconsistent application of policies (e.g., booking system, fundraising decisions).

Financial Concerns

[6] It is claimed that the trustees charged Helena \$100/day for marae hireage in 2020 and 2022 instead of offering a koha option. Payments were later recorded as “koha” in financial reports, creating an inconsistency for Helena. Further, it is claimed that a non-uri (Penny Poutu) prepared financial reports without authority.

Alienation and Disrespect

[7] Helena claims that she has been ignored, silenced at hui and wānanga, and made to feel unwelcome. She alleges that the trustees in doing this denied acknowledgment of her whakapapa rights as a beneficiary.

Maintenance Issues

[8] It is claimed that Marae upkeep has been neglected (e.g., lawns, repairs, dampness, mould).

Remedies Sought

[9] In light of these claims, Helena seeks the following remedies:

- (a) \$1,400 reimbursement for hireage payments.
- (b) \$8,500 compensation for humiliation and loss of dignity.
- (c) Copy of AGM 2024 minutes.
- (d) Option to pay koha for future use of the marae.
- (e) Removal of all trustees.

Ngā Tāpaetanga a ngā Tarahiti

Trustees' Responses

Exclusion Allegation

[10] The trustees deny excluding Helena from marae hui, but acknowledge heated moments during hui. They maintain that she was never barred from marae matters.

Reimbursement Claim

[11] The trustees say that the payments made by Helena for use of the marae were koha, not hireage. Further, the request by Helena for reimbursement came over a year after it was paid, and the funds had already been used for marae expenses.

[12] Don Robinson denies setting a \$100/day rate; and confirms that the marae is not for hire. Olive Hawira says that the \$100 was suggested only as an example of appropriate koha, not representing a policy position of the marae.

[13] The trustees formally declined reimbursement and say that this was a legitimate decision.

Maintenance Concerns

[14] The trustees acknowledge that repairs to the marae are required but, due to limited income and reliance on koha and grants, have not been able to take place. They say that the criticism by Helena does not factor in that reality. That said, the trustees advise that funding applications and quotes have been obtained for major repairs.

Charter and Governance

[15] There is now a Charter in place and the trustees acknowledge the delay in this respect.

Financial Reports

[16] The trustees advise that Penny Poutu assisted voluntarily, without payment or account access, to manage this part of the marae business. The trustees reject criticism of her involvement.

Motivation for Complaint

[17] The trustees suggest that the timing of Helena's complaint is linked to the announcement of a significant bequest to the marae.

Other Allegations

[18] I do not propose to address allegations raised about trustees excluding uri from urupā burials on the basis that these allegations did not form part of the s 238 application. In any case the allegation is rejected by the trustees.

Tāku Tātaritanga *My Analysis*

[19] An application under s 238 essentially argues that trustees are not fulfilling their obligations as responsible trustees. It follows that I must be clear what obligations trustees have, in order to decide if they have failed to meet them. The starting point is always the terms of trust or, in this case, the provisions of the Māori Reservation Regulations 1994 (MRR), underpinned as always by the Act. The general duties of trustees are now found in the Trust Act 2019. Further, as I found in *Pokere*, trustees may also have duties under tikanga.¹

[20] No submissions were advanced by Helena identifying the specific obligations that she says have been compromised here. Nonetheless, I understand her allegations and firstly need to assess their validity.

[21] Having heard from the parties and in assessing the arguments, I could not find any basis to accept the allegations Helena has made, to the extent that there is no obvious breach

¹ *Pokere v Bodger – Ōuri 1A3* (2022) 459 Aotea MB 210 (459 AOT 210).

of trustee obligations. Are things perfect? No, they are not, but that is not the measure. Nor are things shambolic. Far from it. In fact, it seems to me that trust matters are improving, with very capable trustees.

[22] There is clear authority for the proposition that the court should rarely interfere with the day-to-day operations of a trust. That is what I am being asked to do here and I am not prepared to intervene. Nonetheless I formally make findings in response to the allegations made by Helena.

Breaches of Trustee Obligations

[23] I do not accept that the trustees have failed to act in good faith and to uphold responsibilities under the Act, MRR or the Trusts Act 2019 – including the alleged poor communication or lack of transparency in governance and financial processes. I suspect this allegation is underpinned by the specific matters below, and if not then it is baseless without the necessary detail.

Governance Failures

[24] There is now a charter, so the trustees are compliant with the law. I have no evidence that there are poor internal policies as alleged.

[25] It is unclear to me whether the 2024 minutes were distributed or not. I will issue a direction on this point below.

Financial Concerns

[26] I accept the explanation provided by the trustees about the raru relating to the marae koha. I accept that perhaps a clearer policy might be helpful to quell any mismatch of expectations amongst the marae community, but that is a matter for the trustees and the beneficiaries, not for the court to interfere.

[27] There is no problem in my view with a non-uri preparing financial report for the trustees, as long as the buck stops with the trustees. There is no evidence that key financial decisions have been inappropriately delegated.

Alienation and Disrespect

[28] I acknowledge how Helena felt when she makes claims of being ignored, silenced at hui and wānanga, and generally made to feel unwelcome. However, I agree with the trustees that this issue is more in the category of robust discussion as opposed to a pattern of behaviour that might fall below the standard that is expected of a responsible trustee in the context of a marae setting.

Maintenance Issues

[29] This allegation is one of perspective and no direct credible evidence was provided to support this serious allegation. I take it no further on the basis that the trustees advise that they are working towards addressing this issue.

Remedies Sought

[30] Given my general and specific findings, there is no basis to grant any of the remedies sought by Helena. Even if there was a basis, I do not believe I have jurisdiction to order compensation based on humiliation and loss of dignity. No statutory provision was referenced in this respect by Helena.

[31] The trustees are not required to pay anything to Helena and the trustees and I have no basis to remove the trustees for cause.

[32] Given the lack of clarity as it relates to the 2024 AGM minutes, if these have not been distributed to beneficiaries and are ready for distribution, then they should be and I direct that they should also be sent to Helena (if this has not yet been done).

Te Whakataunga*Decision*

[33] Both applications are formally dismissed per r 6.28 of the Māori Land Court Rules 2011.

[34] There will be no order for costs.

Mauri ora

I whakapuaki i te 3:00pm i Kirikiriroa, rua tekau ma wha o ngā rā o Whiringa-ā-rangi i te tau 2025.

Pronounced at 3:00pm in Hamilton on this 24th day of November 2025.

A H C Warren

KAIWHAKAWĀ

JUDGE