

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

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

AP-20250000002892

WĀHANGA
Under

Sections 215, 219, 222 and 220, Te Ture Whenua
Maori Act 1993

MŌ TE TAKE
In the matter of

Murimotu No. 5B No. 1

I WAENGA I A
Between

Deputy Registrar
Ngā kaitono
Applicants

Nohoanga: 5 May 2025, 508 Aotea MB 48-73
Hearing (Heard at Whanganui)

Whakataunga: 12 August 2025
Judgment date

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

Mō tatou, ā, mō kā uri ā muri ake nei

Hei tīmatanga

Introduction

[1] Following a series of hui the court is being asked to constitute an ahu whenua trust over the Murimotu No. 5B No. 1 block (the block), appoint trustees, and set the terms of trust. In normal circumstances a straightforward matter that would not need a written decision, but there is opposition that needs a response.

[2] In general terms, the processes to seek owner support for the trust and to select the five trustees were tika, as they were determined at two properly advertised, directed, and facilitated meetings of assembled owners per Part 9, s 173 of the Te Ture Whenua Māori Act 1993 (the Act). At issue is the third and final hui held to discuss and ratify the terms of trust, a hui not convened as a Part 9 meeting and the terms of trust as submitted by three of the five proposed trustees. But more than that it became clear at the hearing I held on 5 May 2025 (the hearing) that underlying the opposition is a challenge owner support to grant a 34-year easement to Harmony Energy to construct a solar farm and a lease of the block to Hamish and Carla Blackburn, also discussed at the Part 9 meetings. The Harmony energy easement will generate considerable income for the owners.

[3] At the hearing some owners invited me to defer my decision until there was more time for the owners to work on the terms of trust. This opposition was led by two of the five proposed trustees, highlighting a split between the proposed trustees.¹ The other three proposed trustees wanted me to grant the application, without any further processes.

[4] At the hearing I introduced an option of granting the application on the basis that a mandatory review of the terms of trust would be directed within 12-18 months of establishment. I then adjourned the application. I issued a direction on 27 May 2025 asking for formal written submissions on this option, indicating that I was likely to adopt this approach as a pragmatic way forward.

[5] Having now received these final submissions, I have three options:

¹ The proposed trustees refer to the people selected at the second Part 9 hui to be appointed as trustees, because they do not take office until the court establishes the trust and appoints them as trustees. They are also referred to as trustee-elects by the parties.

- (a) Grant the application without variation to the terms of trust as submitted; or
- (b) Grant the application as in (a) but also direct a trust review of the terms of trust within an approved period of establishment; or
- (c) Defer the decision on the application and direct a further hui process to seek more owner input on the terms of trust.

[6] For the reasons to follow, I have decided to proceed with option (b).

Te Horopaki

Context

[7] The block is 446 ha and 358 owners. The block has been leased to Hamish Blackburn since 2010 and before that to Dana Blackburn.

[8] In 2023 an application was filed by Hamish and Carla Blackburn for a Part 9 meeting to discuss proposals about the existing lease of the block and a 34-year easement to Harmony Energy for the construction of a solar farm (Tangiwai Solar Farm).

[9] The first meeting to address these matters and the idea of an ahu whenua trust was held on 22 November 2024 at the Aotea Māori Land Court (the first Part 9 meeting). After considerable discussions the owners present unanimously resolved to adjourn the meeting to Tiorangi Marae on 30 January 2025.

[10] The second meeting was advertised on 8 January 2025 and was held, as agreed, on 30 January 2025 to again discuss the same issues from the first Part 9 meeting (the second Part 9 Meeting). There was a statutory quorum at the second Part 9 meeting and therefore decisions on the advertised resolutions could be made.²

[11] The minutes of the second Part 9 meeting confirm that 33 owners voted in support of the following motions:

- (a) That an ahu whenua trust be formed over Murimotu 5B1.

² 44.79% of the shareholding was present. With 40% being the statutory threshold.

- (b) That the trust shall have a maximum of five (5) responsible trustees.
- (c) That Dana Kawana Blackburn, Peter Joseph Madden, Robyn Martin, Nerissa Tarihira Waitaka Te Patu and John Maurice Takarangi (the proposed trustees) be appointed as responsible trustees.
- (d) That the proposed trustees prepare a draft trust deed to be presented to the owners at a further meeting for ratification.
- (e) That the owners support the block being leased to Hamish and Carla Blackburn.
- (f) That the owners support a 34-year easement to Harmony Energy for the construction of a solar farm.

[12] Zero owners voted against setting up the ahu whenua trust. It is my understanding that the motions about the lease and the easement were not resolutions passed under Part 9 of the Act per se, but rather they indicated the level of support for those proposals. It was intended that once the trust was established, that the trustees would be able to sign off on those arrangements. As it currently stands, neither the lease nor the easement requires formal confirmation by the court, but the easement, given its proposed term, would require noting under s150A(3)(b)(ii) of the Act.

[13] It was after the second Part 9 meeting that issues started to arise, at least in a formal sense. A third meeting of owners was held at the Ngā Tāngata Tiaki offices, Whanganui on 21 March 2025 (the third hui). It was advertised by newspaper in the Whanganui Chronicle and a notice was sent by personal communication from some of the proposed trustees. The third hui was not called under Part 9 of the Act, but it was called to consider the terms of trust, which was the sole issue left to be resolved after the second Part 9 meeting.

[14] By all accounts the third hui was contentious, with several challenges to the process and how the issue of the terms of trust should have been addressed. At the third hui, 13 owners voted to support the following motion:³

³ 508 Aotea MB 48-73 (508 AOT 48-73) at 51.

The beneficiaries today do not support the draft copy of the Trust Deed to be tabled today as they do not have enough time to go over the Deed prior to today's meeting.

[15] The following resolution was also put to the floor, but the minutes do not record whether it was moved, seconded, or voted on:⁴

Resolution that the owners provide the court with the draft Trust Deed with amendments for ratification subject to consideration being given to further submissions by the owners to the court before the 5th of May.

[16] Between the second Part 9 meeting and the third hui, there was a split in views between the proposed trustees as it related to the terms of trust and the steps to have that ratified by the owners. Three of the proposed trustees namely, Maurice Takarangi, Dana Blackburn and Peter Madden (the majority proposed trustees) were working from an ahu whenua trust deed template provided to them by court staff, whereas, Robyn Martin and Nerissa Te Patu (the minority proposed trustees) were developing their own bespoke terms of trust.

[17] The majority proposed trustees also reached out to Te Tumu Paeroa for assistance with getting contact details of the owners of the block and to see if there was a possibility of getting funds in advance to assist with the mahi involved in organising the third hui. That approach was unsuccessful. They then engaged the services of PKF Doyles Chartered Accountants (PKF Doyles) for the purpose of providing secretarial support to organise the third hui. The support was provided on the understanding that payment for their services would be made following the constitution of the ahu whenua trust.

[18] The minority proposed trustees and other owners wanted the terms of trust process completed by way of wānanga. They say this is what was agreed at the second Part 9 meeting and do not accept the draft terms of trust submitted to the Court by the majority proposed trustees.

[19] In advance of the hearing, I issued a direction on 1 April 2025:

⁴ As above.

- (a) Any persons wishing to make submissions either in support or opposition to any of the proposed trustees must file a Notice of Intention to Appear (Form 5) and their submission in writing by **Thursday 17 April 2025**.
- (b) All submissions in writing will be sent to the proposed trustees who will have until **Wednesday 30 April 2025** to file any responses.
- (c) Written submissions, comments or feedback can also be made in respect of the proposed trust deed.

[20] In response to the direction, several Notices of Intention to Appear and submissions were filed:

Name	Shareholding in Murimotu 5B1	NIA filed?	Contents of submission
Robyn Matekino Martin-Kemp	Responsible trustee of Te Rangi Nopuku Matene Whānau Trust that owns 0.021 shares	Yes	Opposition to actions taken by other trustees-elect and to the process of discussing the trust deed. See summary of directions sought below.
Nerissa Tarihira Waitaka Te Patu	Responsible trustee of the Moetapapa Hira Hoani Te Patu Whānau Trust that owns 0.2004 shares	Yes	Complaints about the process of the Court-facilitated meetings of owners, and submission regarding the ownership of 1.3333 shares in the block by Susan Blackburn.
Ngahina Katrina Andrea Takarangi a.k.a. Ngahina Pohipi	Owner of 0.0021 shares	Yes	Seeking to reconnect with the whenua and learn more about what is happening.
Maata Thompson	Owner of 0.1042 shares	Yes	Combined submission opposing the appointment of interim trustees and draft trust order and seeking an adjournment of the application for a re-election of trustees.
Charmaine Love	Owner of 0.02084 shares		
Tuahine Hansen	Owner of 0.02084 shares		
Mema Gawler	Owner of 0.02084 shares		
Teahiterenga Bob Irimana	Owner of 0.02084 shares	No	Submitting that there is clear disharmony amongst the trustees-elect, and in objection to the proposed

			clause that trustees are not bound by resolutions of the beneficial owners.
Te Rihia Patricia Manning	Owner of 0.00423 shares	No	Suggested amendments to the trust deed and indication of no confidence in the trustees-elect apart from Robyn Martin-Kemp.
Cassandra Reid	Owner of 0.00423 shares	No	Suggested amendments to the trust deed and indication of no confidence in the trustees-elect apart from Robyn Martin-Kemp.

[21] In her submissions of 23 April 2025, Robyn Martin-Kemp sought the following orders and directions:

- (a) Suspend the current terms of trust process until full and transparent consultation with all landowners has occurred.
- (b) Direct that a properly notified landowners' hui be held at Tirorangi Marae, with the draft Trust Deed circulated to owners no less than 21 days in advance.
- (c) Order the immediate release of the full Murimotu 5B1 landowner contact list to all interim trustees.
- (d) Require that the minutes from the Tirorangi Marae hui be corrected and resubmitted as a true and accurate record.
- (e) Order that neither the Trust nor the beneficial owners are liable for the unauthorised fee paid to PKF Doyles.
- (f) Investigate and address the conflict of interest posed by Susan Blackburn's dominant shareholding, the lease to her son Hamish, the election of immediate whānau, and the use of the Murimotu 5B1 to enable the Harmony Energy project.

- (g) Order the stormwater easement to be ceased and removed, and direct that the environmental damage to the wetlands be formally investigated and remediated.

[22] All submissions were sent to the proposed trustees on 22 April 2025.

[23] A joint submission and three Notices of Intention to Appear were filed by the majority proposed trustees on 30 April 2025. The majority proposed trustees reject the objections of the minority proposed trustees and submit that the process of reviewing a terms of trust template was adequate and that they have not withheld information or misused trust funds. They seek the following orders and directions:

- (a) That the terms of trust as amended by the Trustees elect and lodged with the Court be confirmed and approved.
- (b) That the trustees-elect be confirmed and approved with a direction or order from the Court that the Trustees are to proceed to negotiate the proposal lodged by Harmony Energy in accordance with the Resolutions on the 30th of January 2025 at Titiorangi [sic] Marae.
- (c) In the alternative that the trustees elect, namely Dana Blackburn, Peter Madden and Maurice Takarangi be confirmed and approved and that the Trustees elect namely Robyn Matekino Martin-Kemp and Nerissa Tarihira Waitaka Te Patu not be confirmed and approved with the proviso that the approved Trustees be directed to call a Special General Meeting to elect two replacement Trustees within a reasonable time of the Courts order.

[24] On 1 May 2025, the submission of the majority proposed trustees was sent to all persons who have filed Notices of Intention to Appear or submissions on the application.

[25] As noted above, after the hearing I issued a direction seeking final submissions on my proposal to grant the application together with a direction to hold a formal review of the terms of trust within 12-18 months.

[26] In their submissions, the majority proposed trustees support the courts recommended pathway forward to constitute the trust, appoint the proposed trustees and set the terms of trust that they provided to the court. They state they have beneficial owner and shareholder support and they further provided observations from the hui at Tongapōrutu Pā attended by Mr Takarangi.

[27] The remaining submissions mainly discuss:⁵

- (a) Opposition to the draft trust deed provided to the Court by the majority proposed trustees as the owners were not provided with enough time to consider the draft trust deed prior to and at the hui at Tirorangi marae;
- (b) Concerns with non-Māori owners being listed as owners of the block and their effect on the decisions being made in relation to the block;
- (c) Inaccuracies of the minutes from the second Part 9 meeting that was held at Tirorangi Marae including the lack of disclosure regarding the 34-year easement to Harmony Energy and the 15-year lease to Hamish Blackburn and nominations were incorrectly recorded;
- (d) Various objections and concerns regarding the easement to Harmony Energy and the lease to Hamish Blackburn including that the proposals have the potential of alienation from the whenua for the new 35 years; and
- (e) Issues with the debt incurred by the majority proposed trustees due to engaging PKF Doyles for support.

[28] Ms Martin-Kemp also filed a specific submission on the draft terms of trust, which I have considered.

⁵ Submissions were filed by Robyn Martin-Kemp, Nerissa Te Patu, Ngahina Pohipi also known as Ngahina Takarangi and Tania Bailey who is a child of an owner.

Ngā Take
The Issues

[29] The key issue is whether I should establish the ahu whenua trust now or after more engagement about the terms of trust?

[30] The law relating to establishing an ahu whenua trust, appointing trustees and setting terms of trust is settled law. Section 215 of the Act sets out the powers of the Court to constitute an ahu whenua trust. The guiding principles for establishing an ahu whenua trust are well articulated in *Far North District Council – Okahu 3B2B2*.⁶

[69] The ahu whenua trust is the most commonly adopted land management model available under the Act for Māori land: there are over 5000 ahu whenua trusts at present. It is a simple but effective structure that is extremely flexible and is used for the smallest of land blocks to the largest of commercial enterprises. The owners retain their beneficial interests in the land, the Court continues to maintain the record of ownership, the Court appoints trustees following nominations by the owners and the trust order is set by the Court in consultation with the owners. Importantly, the Court retains a supervisory role in relation to trusts.

...

[73] Section 215(4) sets out the mandatory criteria that must be satisfied before the Court can establish an ahu whenua trust: the Court must be satisfied that the owners have “had sufficient notice of the application and sufficient opportunity to discuss and consider it” and that there is “no meritorious objection... having regard to the nature and importance of the matter.” As I have said, there is no express owner support threshold. Rather, the issue of owner support is expressed in the reverse: is there any meritorious objection?

[74] In addition to the express provisions of s 215 of the Act the Court must exercise its powers under the guiding kaupapa of the Act as reflected in the Preamble, s 2 and s 17 of the Act. The first two provisions speak to high-level principles, and it is s 17 that deserves to be set out in full for present purposes:

[75] Some of the further objectives in s 17(2) are particularly relevant to the present ahu whenua trust proposal, namely, ascertaining and giving effect to the wishes of the owners, promoting practical solutions, protecting minority interests against an oppressive majority, and protecting majority interests against an unreasonable minority.

[76] Importantly, while s 215(4) does not expressly refer to the need for owner support, the kaupapa of the Act and s 17(2) in particular are very much concerned with the owners’ wishes for their land. In my view the Court cannot impose an ahu whenua trust unless there is some owner support. Furthermore, as a trust affects owners’ interests in land the Court needs to assess the support or opposition not only in terms of the number of owners but also the size of shareholding. Shareholding is therefore relevant.

⁶ *Far North District Council – Okahu 3B2B2* (2014) 91 Taitokerau MB 284 (91 TTK 284).

[31] In *Napia – Waihou A No 2A No 1*, the court succinctly summarised the *Okahu* decision by asking a series of questions.

[24].....

- (a) Have the owners had sufficient notice of the application?
- (b) Have the owners had sufficient opportunity to discuss and consider the application?
- (c) Are there any meritorious objections to the application among the owners having regard to the nature and importance of the matter?
- (d) Would the constitution of an ahu whenua trust promote and facilitate the use and administration of the block in the interests of the owners?

[25] If I find that the trust should be constituted, the following further questions arise:

- (a) Who should be appointed as trustees of the trust?
- (b) Should the draft trust order be approved?

Tātari *Analysis*

[32] I have no issues with the way in which the first and second Part 9 meetings were advertised. There was sufficient notice of the proposal for an ahu whenua trust and engaged owners had sufficient time to discuss and consider the proposal for a trust, i.e. two hui and sufficient time between the first and second Part 9 meetings to consider the trust idea and who may be the trustees. Further the evidence from the second Part 9 meeting reflects that there is sufficient owner support for establishing an ahu whenua trust and support for all proposed trustees. In fact, there was no opposition at either meeting.⁷

[33] The objections lodged before the hearing, at the hearing and after the hearing relate to the terms of trust and the lack of confidence in some of the proposed trustees, which I address below. I find that there is no meritorious objection to the constitution of an ahu whenua trust, given the nature and importance of establishing such a trust for these owners. The objections are in relation to the trustees and the terms of trust.

⁷ For the purposes of s 175 of Te Ture Whenua Māori Act 1993, I find that the resolutions regarding the constitution of an ahu whenua trust and to appoint trustees meet the requirements for confirmation.

[34] It is clear, given the commercial opportunities available to the owners, through the lease and the easement coupled with the time and energy it takes for these owners to convene a meeting of owners, that constituting a trust will promote and facilitate the better use and administration of the block.

[35] Given my findings above, I am satisfied that the ahu whenua trust should be constituted. I now turn to the appointment of trustees.

[36] The starting point is that there was no opposition to the five proposed trustees at the second Part 9 meeting. They were fully supported by everyone present. The opposition came at the hearing and in the pre-hearing submissions, when it became clear that there was a split amongst the proposed trustees. That split has in my view generated the opposition, nonetheless, it is opposition that needs to be assessed in determining whether all trustees meet the requirements of s 222(2) of the Act. Most of the opposition was focussed on the three majority proposed trustees, with some owners only supporting the appointment of Ms Martin-Kemp. That said, the majority proposed trustees also invited me not to appoint the minority proposed trustees.

[37] None of the opposition was based on the lack of experience, ability, or knowledge of any of the proposed trustees, but rather due to the split that had developed between the five as to how the terms of trust process was to be managed. I have no evidence to suggest that the proposed trustees do not have the experience, ability, or knowledge to be responsible trustees and therefore having regard to these factors, there is no reason why they should not be appointed.

[38] That then leaves the question of whether they all have the broad support of the owners. Implicit in that assessment is whether the opposition against their appointments is fair in the circumstances. I give considerable weight to the views of the owners at the second Part 9 meeting, because those views were focussed on assessing who they wanted as their trustees. A meeting specifically held for that purpose.

[39] The opposition, which includes intra proposed trustee opposition, i.e. opposing each other's appointment, is held by only a handful of owners, whose major concern is the terms of trust, at least that was what they told me in their written submissions. At the hearing it

became clear that their real concern was the lease and easement. I found this lack of transparency, as to the true intent of the opposition slightly disingenuous, and it seemed to me that these owners were trying to delay the trust's establishment to revisit the lease and easement issues. Issues not part of this application and ones not yet finalised.

[40] In my view, whilst it's not ideal to start a new trust having the initial trustees at odds with each other, they do have the broad support of the owners, as evidenced by the second Part 9 meeting. Further I address the concerns about the terms of trust below.

[41] I am therefore satisfied that all trustees meet the requirements of s 222 of the Act and should be appointed.

[42] I now turn to the final question of whether the draft terms of trust should be approved. There are two aspects to this question. Was the third hui run appropriately to ascertain the views of the owners and secondly, are the terms of trust as filed by the majority proposed trustees appropriate?

[43] The third hui was not convened as a Part 9 meeting, but it was appropriately advertised so in my view, no notice issues arise. The reason for the third hui was based on the resolution made by all present at the second Part 9 meeting to hold a further meeting to discuss and ratify the terms of trust. The exact wording of the resolution was "That the trustees-elect prepare a trust deed to be presented to the owners at a further meeting for ratification"⁸. That means that the court should take account of the outcome and where appropriate give effect to what has been supported, even when the court is not bound to follow what has been ratified by the owners as it relates to the terms of trust.⁹

[44] Concerns were raised that the majority proposed trustees engaged PKF Doyles for advice and administration purposes before, during and after the third hui. In fact, three representatives of PKF Doyles attended the third hui. The engagement of a third party, which has incurred costs, was not something that was sanctioned by the owners or the court. Further, it seems that Ms Martin-Kemp actively opposed their involvement at the third hui.

⁸ Above n 4, at 51.

⁹ This non-binding effect as it relates to the terms of trust makes sense, given that the owners in good faith, may ratify their terms of trust, only to find that they may be contrary to the Act, the Trusts Act 2019, tikanga or general trust law.

In reply, Mr Takarangi took the view that the majority proposed trustees were sufficient to confirm this engagement. Further he now expects that the new trust (when established) will pay for these costs. I deal with the costs issue below. But in the context of the process, there is no issue with a third party participating in the hui or to assist with the advertising of it. The issue of whether they should be paid is a separate matter. I do not find the involvement of PKF Doyles infected the process of the third hui.

[45] The evidence confirms that the third hui was well attended with both online and in-person attendees. Mr Takarangi appropriately explained the focus of the hui as well as my directions about the status of the third hui. Mr Takarangi took the owners through the draft terms of trust, which was based on a template ahu whenua trust order, with some additions/amendments. The draft minutes reflect that the third hui lasted two and half hours.

[46] After significant discussion, two resolutions were introduced:

- (a) The beneficiaries today do not support the draft copy of the Trust Deed to be tabled today as they do not have enough time to go over the Deed prior to today's meeting; and
- (b) Resolution that the owners provide the court with the draft Trust Deed with amendments for ratification subject to consideration being given to further submissions by the owners to the court before the 5th of May.

[47] Interestingly, the first resolution was passed and voted on, whereas the second one was not, at least according to the minutes. However, it seems that the decision was to submit both resolutions for consideration by the court, given that there was no clear consensus to support or reject the draft terms of trust.

[48] Those owners that supported the first resolution, including Ms Martin-Kemp wanted a wānanga type process to finalise the terms, that is more than one hui and more time to assess the terms of trust as proposed. That is understandable, but that is not what was agreed at the second Part 9 meeting, or one supported by the majority proposed trustees. It was for the proposed trustees to prepare the draft terms of trust and hold one hui to have them ratified. Ms Martin-Kemp in particular clearly had other ideas, but this was contrary to the formal

resolution. I therefore find that the third hui was consistent with the resolution passed at the second Part 9 meeting.

[49] The draft minutes of the third hui, do not reflect major issues with the content of the draft terms of trust, but in their prehearing submissions, some owners took issue with the clause where trustees were not to be bound by the views of the owners, for example. Rightly or wrongly, as a matter of law, trustees are not bound by the views of beneficiaries.¹⁰

[50] I have reviewed the amendments made to the template ahu whenua trust deed they were presented at the third hui, and they are not, in my assessment, highly controversial or in any way contrary to the Act, the Trusts Act 2019, tikanga or general trust law. In my view, they are fit for purpose, and I find that I should set the terms of trust as those that have been placed before the court. I have also reviewed the submissions made by Ms Martin-Kemp and whilst they raise some sensible issues, I find that many of them can be addressed by the review that I will direct. Further, any concerns about beneficial owner input can be addressed, but the fact that there will be a review in short order, the ability to call a special meeting and/or to seek direction of the court on any actions of the trustees they take issue with.

[51] I have some sympathy for those owners who want further hui to discuss the terms of trust, but I need to balance this, with the fact that there have now been three hui, including two Part 9 meetings. Significant time has gone into getting to this point and I believe that I have sufficient information and owner support to proceed. I am also mindful that some of the opposition is about the lease and easement, again these are separate issues.

[52] In making the decision to constitute the new trust, I will issue directions that will hopefully address the concerns raised by some owners about the terms of trust and the conflict between the proposed trustees. Not by delaying the application further, but by setting a clear timeframe where these issues can be addressed.

[53] Having now answered all relevant questions about constituting the trust I now make my formal orders.

¹⁰ *York — Matakahe North Eastern Portion Lot 54 Section 3B1 Maori Reservation* (2021) 235 Taitokerau MB 288 (235 TTK 288) at [27]; see also *Re Proprietors of Mangakino Township Inc* (1999) 73 Taupo MB 30 (73 TPO 30) and *Puohotaua v Paranihi* (2024) 487 Aotea MB 53 (487 AOT 53) at [52].

Decision*Te Whakataunga*

[54] I make the following orders:

- (a) Pursuant to sections 215 and 219 of Te Ture Whenua Māori Act 1993 constituting the Murimotu 5B1 Trust as an ahu whenua trust on the terms of trust set out in the draft trust order now approved by the Court.
- (b) Pursuant to sections 220 and 222 of Te Ture Whenua Māori Act 1993 appointing Dana Kanawa Blackburn, Peter Joseph Madden, Robyn Martin, Nerissa Tarihira Waitaka Te Patu and John Maurice Takarangi as responsible trustees and vesting the Murimotu No. 5B No. 1 block in them in their capacity as responsible trustees, jointly, no survivorship.

[55] I also make the following directions:

- (a) The trustees will need to pass a resolution to approve the payment to PKF Doyles Chartered Accountants for the work they have already completed at their first meeting. If the decision is to approve the payment, an application should be filed per s 242 of the Act seeking an order of payment, that I will consider making in Chambers.
- (b) The trustees are to file an application per s 231 of the Act for a review of the terms of trust within 12 months of the date of this order. Once the application is filed, the Registrar is directed to set the matter down for a judicial conference per s 67 of the Act for directions to conduct the review of the terms of trust. This review will include the issues raised by Ms Martin-Kemp in her submission to the court and any other issues raised by the owners.

I whakapuaki i te 9.25 am, i Kirikiriroa, i te rā 12 o Ākuhata i te tau 2025.

Pronounced at 9.25am in Hamilton on this 12th day of August 2025.

Mauri ora

A H C Warren
KAIWHAKAWĀ
JUDGE