

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

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

AP-20240000013666

WEHENG
Under Sections 236, 237, 238 and 240 of Te Ture Whenua
Māori Act 1993

MŌ TE TAKE
In the matter of Ngāti Tāwhirikura Hapū Charitable Trust

I WAENGA I A
Between TARINA MACDONALD, GLEN SKIPPER
AND RANGI KIPA AS TRUSTEES OF THE
NGĀTI TĀWHIRIKURA HAPŪ
CHARITABLE TRUST
Ngā Kaitono Tuatahi
Applicants

ME
And BEVERLY GIBSON, SAM WILLIAMS AND
SHARRON WIPITI AS TRUSTEES OF THE
NGĀTI TĀWHIRIKURA HAPŪ
CHARITABLE TRUST
Ngā Kaiurupare Tuatahi
Respondents

Kōtitanga:
Hearing 14 July 2025, 510 Aotea MB 237-298
15 July 2025, 511 Aotea MB 1-94
16 July 2025, 511 Aotea MB 114-240
17 July 2025, 511 Aotea MB 241-327
(Heard at Whaitara)
8 September 2025, 521 Aotea MB 171-213
(Heard at Whanganui via Zoom)
26 March 2026, 535 Aotea MB 102-153
(Heard at Whanganui)

Kanohi kitea:
Appearances C Hockly for the Applicants
M Tukapua for the Respondents

Whakataunga:
Judgment date 5 June 2026

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

(Ka haere tonu ngā taipitopito kēhi ki te whārangi kei raro)
(Proceedings continued overleaf)

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(Ngā taipitopito kēhi e toe ana)
(Proceedings continued)

AP-20250000006035

WEHENG <i>Under</i>	Sections 237, 238 and 240 of Te Ture Whenua Māori Act 1993
MŌ TE TAKE <i>In the matter of</i>	Ngāti Tāwhirikura Hapū Charitable Trust
I WAENGA I A <i>Between</i>	BEVERLY GIBSON, SAM WILLIAMS AND SHARRON WIPITI AS TRUSTEES OF THE NGĀTI TĀWHIRIKURA HAPŪ CHARITABLE TRUST Ngā Kaitono Tuarua <i>Applicants</i>
ME <i>And</i>	TARINA MACDONALD, GLEN SKIPPER AND RANGI KIPA AS TRUSTEES OF THE NGĀTI TĀWHIRIKURA HAPŪ CHARITABLE TRUST Ngā Kaiurupare Tuarua <i>Respondents</i>

He ora te whakapiri he mate te whakatākiri

Hei tīmatanga kōrero
Introduction

[1] In an earlier judgment (the Liability decision) I determined a series of claims advanced by opposing factions of trustees of the Ngāti Tāwhirikura Hapū Charitable Trust (the Trust).¹ This judgment addresses the question of remedies arising from those findings in the Liability decision.

[2] The primary relief sought is the removal of trustees for cause. The central issue is therefore whether all, some, or none of the trustees should be removed. That assessment is not straightforward. My findings on liability were mixed: each faction succeeded on aspects of their claims, and each was also found to have fallen short of their obligations as trustees in certain areas. It is also evident that the trustees, as presently constituted, are unable to function cohesively.²

Ngā kerēme mō ngā Kaitono
Applicants claims

[3] In the Liability decision there were 16 separate issues before the Court. For ease of reference, below is a concise summary of the conclusions reached at that stage.

Issue	Claim	Success	Basis / Findings
1	Validity of appointment of Sam Williams & Simon Cayley as independent trustees	Respondents	Appointments were unanimously approved at July 2023 trustee meeting; evidence did not support allegation of manipulation or invalid process. Claim failed. ³
2	Validity of removal of Sam Williams as independent trustee	Mixed	Board had power to end term, but applicants acted in bad faith; respondents technically breached duties by ignoring majority vote. Each party had partial success. ⁴

¹ *MacDonald v Gibson – Ngāti Tāwhirikura Hapū Charitable Trust* (2025) 521 Aotea MB 240 (521 AOT 240).
² As this decision addresses cross-applications involving two sets of parties, references to “the applicants” denote the first applicants, and “the respondents” denote the first respondents, unless otherwise specified.
³ As above n 1 at [24]-[29].
⁴ At [30]-[38].

3	Validity of removal of Beverly Gibson as chairperson and appointment of Glen Skipper as chair	Respondents	The 18 May 2024 hui was a wānanga, not a formal trust meeting; co-chair model not permitted by Trust deed. Removal of Beverly and appointment of Glen invalid. ⁵
4	Validity of SGM and appointment of Alison Hemara-Wahanui as independent trustee	Applicants	Hapū (via SGM) had no power to appoint trustees; appointment invalid. Claim succeeded. ⁶
5	Proposed transfer of Te Matapuna funding to Te Ihowai Ltd breached Trust deed and duties	Applicants (partially)	Lodging funding application without Trust approval was a breach; no conspiracy or personal benefit; breach was technical and mitigated. ⁷
6	Respondents improperly signed contracts, memoranda of understandings and funding applications without approval	Applicants	Multiple decisions made without required resolutions breached Trust deed and trustee duties, though no material loss occurred. ⁸
7	Improper engagement of Kāhui Legal	Applicants	Engagement was not Trust-sanctioned; though invoices cancelled, and prejudice avoided, process was improper. ⁹
8	Establishment and advertising of General Manager role without approval	Applicants (partially)	Advertising role without trustee resolution breached duties; technical breach, limited impact. ¹⁰
9	Breach of Memorandum of Undertakings (contempt)	Respondents	High criminal standard not met; no proven contempt. Claim failed. ¹¹
10	Failure to hold or attend trustee meetings since June 2024	Mixed	Respondents justified in not holding meetings due to dysfunction; applicants breached duties by boycotting meetings as protest. Applicants failed overall, but respondents succeeded on non-attendance aspect. ¹²

⁵ As above n 1 at [39]-[52].

⁶ At [58]-[62].

⁷ At [63]-[72].

⁸ At [73]-[91].

⁹ At [92]-[95].

¹⁰ At [96]-[101].

¹¹ At [102]-[108].

¹² At [109]-[119].

Ngā kerēme mō ngā Kaiurupare*Respondents claims*

[4] The respondents raised six claims in a separate substantive application. The summary below identifies their claims and my findings.

Issue	Counterclaim	Success	Basis / Findings
11	Applicants breached fiduciary duties (conflicts of interest)	Respondents (largely)	Glen and Rangi personally benefited from Te Rewarewa use, failed to manage conflicts properly; Cody placed claim against Glen that failed due to no Trust interest. ¹³
12	Applicants breached duties by refusing/delaying payment of creditors	Respondents (partially)	Delays occurred and were unreasonable in context; not serious breaches but still contrary to duties. ¹⁴
13	Glen & Rangi failed to properly accept trustee appointments	Applicants	Trustees validly appointed under Trusts Act 2019; signing deeds not a condition of appointment. ¹⁵
14	Improper purpose / bad faith in removing Beverly and Sam	Respondents (by reference)	Addressed in Issues 2 & 3: bad faith established in attempt to remove Sam; procedural misuse regarding Beverly. ¹⁶
15	Glen breached duties toward Trust employee	Applicants	Employment matter outside the Court's jurisdiction; insufficient evidence. Claim failed. ¹⁷
16	Applicants made unreasonable requests and behaved disruptively	Respondents	Sustained pattern of aggressive, bullying, and disruptive conduct by applicants breached duty of good faith. Claim succeeded. ¹⁸

[5] The outcomes summarised in the table above provide the foundation for the remedial analysis that follows.

[6] The summary indicates that neither side won overall. The applicants succeeded primarily on governance/process failures (contracts, funding, legal advice, General

¹³ As above at n 1 at [121]-[158].

¹⁴ At [159]-[164].

¹⁵ At [165]-[171].

¹⁶ At [172], in the Liability decision I noted here that Issue 14 was addressed under issues 2 and 3 raised by the applicants above.

¹⁷ At [173]-[177].

¹⁸ At [178]-[191].

Manager role), whereas the respondents succeeded on conduct-based claims (bad faith, bullying, conflicts, protest non-attendance). Several breaches were technical in nature or mitigated to some extent, with no fraud, theft, or material financial loss found. In essence several breaches were a direct result of the two factions waging war against each other for control of the Trust.

Me pēhea taku whakatata atu ki ngā tono mō te tango?

How should I approach the requests for removals?

Section 240 and the two-stage test

[7] The law relating to the removal of trustees per s 240 of Te Ture Whenua Māori Act 1993 (the Act) is well settled and the general principles are agreed. I therefore adopt the orthodox two-stage test for the issue of removal under s 240 of the Act, as well as the directives from the appeal courts on how to approach removing trustees for cause. The Māori Appellate Court set out the combined analysis of Māori Land Court judgments under the new s 240 for removal of a trustee in *Henderson v Brooking*.¹⁹

[8] Drawn from the analysis by the Māori Appellate Court I must first assess whether one of the prescriptive grounds set out in s 240(1)(b) have been met. Second, I must determine whether removal is desirable for the proper execution of the Trust, which involves an exercise of discretion. In exercising my discretion, I must have regard to the principles and kaupapa of the Act.

Removing a trustee from a charity

[9] I am mindful that the application before the Court seeks the removal of trustees of an incorporated charitable trust, a context in which most, if not all, prior decisions of this Court have not had to grapple with directly.

[10] Counsel did not argue that this fact displaced or changed the s 240 test in any way. The status of the Trust is nonetheless relevant, given that my intervention needs to reflect

¹⁹ *Henderson v Brooking – Wharekahika A47* [2023] Māori Appellate Court MB 17 (2023) APPEAL 17 at [28]. The Court of Appeal in *Henderson v Brooking* [2025] NZCA 368 upheld these findings, except to say that the first limb of the test is not a matter of discretion.

the nature of the trust I am dealing with.²⁰ This is particularly relevant given that grievances about the performance of trustees in a charities context is ordinarily managed through the Attorney-General. That said, the High Court in *Singh v Singh* emphasises that courts can intervene in a charitable trust context, given the public interest in proper administration and the orthodox position of the absence of private beneficiaries able to enforce the trust.²¹

A stand-down order

[11] If I do not remove the respondents, Mr Hockly seeks an order setting a period of ineligibility to stand as future trustees. This is on the basis that all respondent trustees are overdue for retirement.

[12] Mr Hockly submits that *Taueki* supports a period of ineligibility.²² However, the stronger authority is *Melrose v Porter – Torere Section 58*, where the Māori Appellate Court confirmed that the Court may restrain a person from seeking re-election or appointment as a trustee of a Part 12 trust for a specified period, even where the Trust deed is silent.²³ That jurisdiction derives from the Court's broad supervisory powers which in turn is derived from s 237, which can be engaged, giving this Court all the same powers of the High Court, but only when the Act does not provide an express provision. There is no such provision in Part 12 of the Act addressing this issue.

[13] While there is no general prohibition on a former trustee standing again, such a restriction may be imposed where necessary for the effective administration of the trust. The remedy is discretionary and must be justified by the circumstances of the case.²⁴

[14] I note that in *Melrose* and in other cases where stand-down periods have been imposed, the trusts involved were constituted under the Act.²⁵ In this case, the Trust was constituted outside of the Act and came within the jurisdiction of this Court only by virtue

²⁰ Despite my earlier jurisdiction findings, it remains the position that charities do not ordinarily have beneficiaries and claims dressed up as personal grievances (as opposed to breach of trust duties or powers under the trust instrument) are generally considered non-justiciable.

²¹ *Singh v Singh* [2025] NZHC 364.

²² *Taueki v Proctor – Horowhenua 11 (Lake) Block* (2021) 437 Aotea MB 86 (437 AOT 86).

²³ *Melrose v Porter – Torere Section 58* [2022] Māori Appellate Court MB 209 (2022 APPEAL 209).

²⁴ *Melrose v Porter – Torere Section 58* [2022] Māori Appellate Court MB 209 (2022 APPEAL 209).

²⁵ As above.

of s 236 and the Supreme Courts decision in *Nikora*.²⁶ I have not located nor was I presented with any non-Māori Land Court authority directly on point, but I do not consider that the origin of this Trust limits the Court's ability to impose a stand-down period in the exercise of its supervisory powers. I am therefore satisfied that such a period may be imposed consistently with *Melrose*.

Me tangohia ngā tarahitī, me whakatarewa rānei mō tētahi wā?

Should I remove trustees or impose a stand-down period?

[15] There are grounds to meet the first limb of the s 240 test with respect to all trustees, as evidenced by the table above summarising all breaches. All trustees have failed to act in one way or another, and/or there is clear evidence that all trustees have conducted themselves in a manner that shows that they are no longer suitable to hold office as trustees. My Liability decision findings speak for themselves in terms of each trustee satisfying the first limb of the s 240 test.

[16] The real question is whether any of them meet the threshold for the second limb of the s 240 test and, if so, whether I should exercise my discretion to remove them for cause, or if an imposed stand-down period is sufficient. In answering that ultimate question three important factors arise, which support a stand-down period over removal.

[17] First, by the time of the 2026 annual general meeting (AGM) all trustees, including the independent trustee, Sam Williams, will be required to retire. Beverly, Sharron and Glen were due to retire in 2025, with the remaining trustees at the 2026 AGM. Accordingly, all trustees will cease to hold office at that point. While this does not of itself obviate the need for a removal order, it provides a practical means of sanctioning the trustees without a formal removal for cause when coupled with a stand-down order.

[18] Secondly, a full re-election will be required, enabling the hapū to determine afresh the future leadership of the Trust. When coupled with a stand-down order, this ensures the trustees will not return to office in the short term, while avoiding the severe consequence of a lifetime ban contemplated by the Trust Deed.

²⁶ *Nikora v Kruger* [2024] NZSC 130.

[19] The third and significant point is that removal for cause would trigger a permanent prohibition on re-election under the Trust Deed.²⁷ Such a lifetime ban would be disproportionate to my findings of breach.

[20] Taken together, these three factors provide a context whereby when weighing the nature of the breaches against the high threshold for removal, a stand-down period is the more appropriate response.

Assessing other grounds for removal

[21] Before making a final call on that outcome, I assess the other key arguments supporting removal.

[22] I found that by August 2024 the trustees were effectively at war, with their positions entrenched and no willingness to compromise. Beverly, Glen and Rangi were at the centre of that conflict and, on my liability findings, faced the greatest prospect of removal for cause. That conclusion should not come as any surprise to either faction or to the hapū.

[23] However, there is no evidence that the conflict resulted in any significant financial loss to the Trust. Had there been sustained loss or clear malfeasance, removal of these three trustees would have been appropriate, notwithstanding the practical considerations identified above.

[24] While I accept that aspects of the respondents' conduct exposed the Trust to financial risk as submitted by Mr Hockly, that risk did not crystallise into direct loss and, in my assessment, does not elevate the breaches to a level warranting removal. There is no doubting the fact that the trustees' conduct at the very least, has had an indirect financial impact. Given the focus on internal raru as opposed to achieving its charitable purposes.

²⁷ Trust Deed Ngāti Tāwhirikura Hapū Charitable Trust, cl 10.2(d).

[25] Financial impact submissions were advanced by the applicants before the Court at the liability stage, including entering into contracts without formal approval, the engagement of professional services, and the approach taken to funding arrangements.²⁸

[26] However, those matters were advanced and determined in the Liability decision as part of the broader allegations of breach of trustee duties and failures to comply with proper trust processes.²⁹ The applicants did not, at that stage, establish that those matters resulted in actual or material financial loss to the Trust, and no such finding was made.

[27] In their present submissions, the applicants seek to characterise those same matters as giving rise to financial loss.³⁰ This represents a reframing of the consequences of the conduct previously considered, rather than the introduction of materially new evidence of loss.

[28] On the evidence before me, I am not satisfied that this reframing advances the position beyond the findings already made, namely that the conduct gave rise to risk, inefficiency, and breaches of process, however it did not crystallise into material financial loss.

[29] I accept Mr Hockly's submission that Beverly's and Sam's knowledge and experience as professional trustees are relevant to assessing the gravity of their breaches.³¹ With respect to Beverly, I have weighed that factor against the treatment she received from the applicants, and in the broader context her experience does not, of itself, justify removal. I also place weight on her genuine acceptance of her shortcomings in her actions as a trustee. That distinction is relevant to this remedy, as insight and acceptance are material to assessing future risk and proportionality of the sanction. By contrast, the applicant trustees did not demonstrate the same level of insight, although I acknowledge Rangi's acceptance at the liability hearing that aspects of his conduct were inconsistent with tikanga.³²

²⁸ 511 Aotea MB 114-240 at 124.

²⁹ As above at n 1 at [7], [37], [65]-[72] (Issue 5), [86], and [88]-[91] (Issue 6).

³⁰ Submissions of the Applicants regarding Remedies, 17 March 2026, at [107]-[117].

³¹ As above at n 1 at [86]-[106].

³² 510 Aotea MB 237-298.

[30] I also take into account that Sam's position is materially different compared to Beverly. As an independent trustee, Sam was appointed to bring an element of neutrality, objectivity and balance to the governance of the Trust, particularly in circumstances where tensions might arise between trustees drawn from within the hapū. While no trustee should align themselves to factions, the expectation of independence is heightened in the case of an independent trustee. In my assessment, Sam did not maintain that independence. By aligning himself with one side of the dispute, he contributed to the entrenchment of division within the trustee body and, at times, exacerbated the conflict rather than moderating it. That is not to say that his conduct reached a level justifying removal for cause, but it is a relevant aggravating factor. An independent trustee who departs from neutrality undermines the very rationale for their appointment and must bear a greater degree of responsibility in the remedial response.

[31] I accept that the case for removal was strongest in respect of Glen and Rangi, given the seriousness of the behavioural findings and the failure to manage conflicts concerning Te Rewarewa. The treatment of Beverly was unacceptable; no trustee should be subjected to such conduct. But for the imminent expiry of their terms, and the fact that removal would trigger a lifetime disqualification, the availability of a stand-down order, and the significant frustration they experienced arising in part from the respondents' conduct, I would have ordered their removal. In that sense, the same contextual considerations applied to Beverly have also operated to the applicants' benefit, narrowly averting removal.

[32] I acknowledge Ms Tukapua's submission that the applicants have struggled to work cooperatively and that there is a risk of history repeating itself if they are not removed.³³ Had there been no reasonable basis for Glen and Rangi's own frustration at the actions of Beverly and those that supported her, I would accept that submission without hesitation. However, while their behaviour and judgment in relation to Te Rewarewa were deficient, their underlying concerns, namely that proper trustee processes be followed were, in my assessment, legitimate. Although those concerns could and should have been expressed far more professionally, their bona fide nature helps mitigate against removal.

³³ *MacDonald v Gibson – Ngāti Tāwhirikura Hapū Charitable Trust* (2025) 521 Aotea MB 240 (521 AOT 240) at [27]-[28].

[33] I place Sharron Wipiti and Tarina Macdonald in a different category to the others. Their breaches largely reflect a “follow the leader” approach, whereby positions were adopted as divisions between the trustees became entrenched.

[34] I have considered carefully whether the entrenched dysfunction between the trustees and their demonstrated inability to work together is, in and of itself, sufficient to satisfy the second limb of the s 240 test such that removal is desirable. This is a point I stated clearly and deliberately in my Liability decision.

[35] There is force in the view that a trustee body that cannot effectively function undermines the proper administration of the Trust. However, in the present case, I do not consider that factor, whether taken alone or together with my Liability decision findings, requires removal for cause. The dysfunction was not attributable to one faction alone, but arose from a collective breakdown in relationships in which all trustees bear some responsibility. In those circumstances, to elevate dysfunction into a dispositive ground for removal would risk imposing the most serious available sanction, with its consequential permanent disqualification under the Trust Deed. This would be disproportionate to the nature of the breaches I have found, which were largely contextual, reactive, and in several instances technical or mitigated. Further, the practical reality that all trustees are shortly required to retire together with the contemplated period of ineligibility to re-stand provides an imminent and appropriate mechanism for addressing issues of functionality and confidence. In that context, I am satisfied that the interests of the Trust and its beneficiaries are better served by allowing the hapū, armed with the findings in my Liability decision and a period of ineligibility for all trustees, to determine the future composition of the trustee body. Rather than by the Court intervening to remove all trustees for cause.

What does tikanga say about removal?

[36] Without extensive development, Ms Tukapua invited me to assess the question of removal through a tikanga lens. The respondents submitted that any remedial response must reflect not only the duties breached, but also what tikanga requires in response, particularly the restoration of utu and ea where mana has been affected. They contend that

insufficient regard was given to Beverly's mana as an uri of Ngāti Tāwhirikura, and that the applicants have not meaningfully acknowledged those impacts. Those are fair points.

[37] Mr Hockley also referred briefly to tikanga. Considering both submissions, it is appropriate to test my conclusion, that removal for cause is not warranted against relevant tikanga considerations.

[38] Tikanga informs the exercise of discretion under the Act in two ways. First, it guides the application of the Act's principles, alongside the recognised place of tikanga as part of the common law.³⁴ Furthermore, it arises directly here because the Trust's purpose and objects are grounded in tikanga values.

[39] While the respondents emphasise utu and ea, the Trust Deed reflects a broader framework of tikanga values, including whanaungatanga, whakapapa, and mana. All of which are connected as part of tikanga as a system of norms. Together, these values establish not simply entitlements, but reciprocal responsibilities, including an obligation on the hapū to take responsibility for outcomes. In this setting, tikanga is concerned with the performance of responsibilities, not just rights in isolation.

[40] The trustees derive their mandate from the hapū. In tikanga terms, the hapū retains responsibility to hold them to account and to determine their future role.

[41] There have been failures in the performance of trustee responsibilities. Those failures engage utu, in the sense of restoring balance, and give rise to a shared responsibility among individuals connected by whakapapa to address impacts on mana in pursuit of ea. The late Professor Sir Hirini Moko Mead described utu as the central element within a three-part process of take, utu, and ea, directed toward restoring relationships. A breach of tikanga gives rise to a take, which is an issue or cause that requires response. That take calls for an appropriate cultural response, expressed through utu, to address the harm and compensate the affected party, with the aim of achieving ea, a state of balance and restored harmony.³⁵

³⁴ *Takamore v Clarke* [2012] 116; *Ellis v R* [2022] NZSC 114.

³⁵ *Doney v Adlam (No 2)* [2023] NZHC 363 at [89].

[42] In my view, that responsibility is best addressed within the hapū context. While the Court may recognise and facilitate tikanga-based responses, legitimacy ultimately rests with the hapū.

[43] Future AGMs and election processes provide appropriate mechanisms for the hapū to determine whether the trustees retain their mandate. This aligns with the respondents' position that they are willing to stand-down and test that mandate, albeit under my assessment this will be tested after the stand-down periods have expired.

[44] In te ao Māori, the public and relational dimensions of process are significant. The Court's findings, together with the responses of the hapū in its own forums, form part of that process. In appropriate cases, the public nature of such findings (findings that the trustees requested) and the associated sense of whakamā, may operate as a meaningful form of accountability. Particularly in a small hapū context.

[45] I acknowledge that the Trust Deed includes provision for a lifetime ban where a trustee is removed for cause.³⁶ While that reflects the will of the hapū, it must be applied in context. Removal of most, if not all, trustees would trigger that consequence. Given that the breaches were mixed, mitigated, and did not involve serious malfeasance, such an outcome would be disproportionate and inconsistent with restoring balance. In my assessment, it would not promote the attainment of ea.

[46] For those reasons I find that the engaged tikanga principles support my decision not to remove the trustees, but rather to impose a stand-down period instead, following the imminent conclusion of their terms.

[47] In conclusion then, I have carefully considered the competing remedy submissions. The applicants seek removal of the respondent trustees based on repeated governance breaches, while the respondents seek removal of the applicants based on serious behavioural and conflict-related grounds. Each position has force. However, for the reasons outlined above, I am not satisfied that removal is a proportionate response in the circumstances of this case both in tikanga and in orthodox trust law terms. Nor does non-removal contravene the principles of the Act. Instead, a tailored stand-down period

³⁶ Trust Deed Ngāti Tāwhirikura Hapū Charitable Trust, cl 10.2(d).

appropriately recognises the seriousness of the conduct, while avoiding the disproportionate consequences that removal would entail.

What stand-down period should be imposed?

[48] The authorities do not prescribe fixed stand-down periods. In *Melrose v Porter*, the Māori Appellate Court confirmed the availability of a discretionary power to restrain re-election, the exercise of which must be tailored to what is necessary for the proper administration of the trust.³⁷ Comparable Māori Land Court decisions demonstrate a graduated approach, with ineligibility periods commonly aligned to trustee terms, ranging from a single term through to multiple terms depending on the seriousness of the conduct.³⁸ Those authorities support an approach based on proportionality, calibrated by reference to trustee tenure, the gravity of the breaches, and the need to restore effective governance. I also consider any mitigating factors, including insight and acceptance of wrongdoing.

[49] I also take into account the applicants' settlement offer advanced following the liability decision.³⁹ That offer proposed that all trustees stand-down and observe a defined "cooling-off" period. While it was not accepted, it provides a useful indicator of how the applicants themselves assessed the practical consequences of the dysfunction within the Trust following the liability findings. In particular, it reflects an appreciation that a collective reset of the trustee body, rather than the removal of one faction alone, was an appropriate way forward. In that sense, the offer is consistent with my assessment that the breaches, while established, did not result in material loss of a kind warranting removal for cause, but instead support a proportionate response directed at restoring effective governance. It therefore reinforces the appropriateness of a stand-down period as the primary remedy.

³⁷ *Melrose v Porter - Torere Section 58* [2022] Māori Appellate Court MB 209 (2022 APPEAL 209).

³⁸ *Brooking v Henderson – Wharekahika A47* (2022) 110 Tairāwhiti MB 238 (110 TRW 238) where a trustee was removed and could not stand for re-election at the next election of trustees; *Taueki v Proctor – Horowhenua 11 (Lake) Block* (2021) 437 Aotea MB 86 (437 AOT 68) where two trustees were restrained from re-election for two three year terms, and six trustees were restrained for one three year term; *Rātima v Sullivan - Tātaraakina C* (2017) 64 Takitimu 121 (64 TKT 121) where trustees were removed for cause and the court considered whether those trustees should be permanently ineligible from standing for election.

³⁹ Submissions of the Applicants regarding Remedies, 17 March 2026, at [10]-[14].

[50] In respect of Glen and Rangi, their breaches were, in my assessment, the most serious. They were central to the conflict and failed to properly manage conflicts of interest, particularly in relation to Te Rewarewa. While I accept that their underlying concerns were not without foundation, their conduct fell well short of the standard expected of trustees. In those circumstances, a stand-down period of two terms (6 years)⁴⁰ is appropriate and proportionate.

[51] In relation to Beverly, although her experience as a professional trustee heightened expectations, I have taken into account the treatment that she was subjected to, together with her genuine acceptance of her shortcomings. Balancing those factors, and the need for accountability, I consider a stand-down period of one term (3 years) to be appropriate.

[52] In relation to Sam, because he is an independent trustee whose term also expires at the AGM and the fact that he cannot stand for a hapū trustee position, I do wonder what the utility of a stand-down period would be in his circumstance. Therefore, I will leave it to the future trustees to decide if Sam is fit to serve as an independent trustee, if that need ever arises. In that respect I do not make a specific order in relation to Sam. My liability findings in respect of Sam speak for themselves.

[53] As noted, I place Sharron Wipiti and Tarina Macdonald in a different category. Their breaches were less serious and largely arose from aligning themselves within the broader conflict as it escalated. In those circumstances, a shorter stand-down period of two years is sufficient to mark the Court's disapproval while recognising their more limited culpability.

[54] I am satisfied that this graduated approach appropriately reflects the differing levels of responsibility and culpability, while promoting the effective future administration of the Trust and advancing a greater sense of ea within the hapū. The terms are also appropriate when weighed against the life ban which would have been imposed had I removed the trustees for cause. An option that was seriously open to me.

⁴⁰ The terms of office for trustees is provided under cl 10.5 of the Trust Deed for the Ngāti Tāwhirikura Hapū Charitable Trust. Clause 10.5 provides that a term of which a trustee may hold office is three years.

Ētahi atu ngā whakatikahanga*Other Remedies*

[55] I have decided to reserve my decision on the balance of remedies sought, to allow steps to be taken to prepare for the AGM as soon as possible. I also need time to reflect on this decision and what it might mean with respect of Special Aid costs that have to be disbursed by the Court. That means I will still issue a further decision relating to:

- (a) Orders against Rangi and Glen relating to Te Rewarewa;
- (b) The return of any remuneration and/or honorarium payments to all trustees;
- (c) Indemnification for legal costs; and
- (d) Costs generally.

[56] I propose to issue my decision on those matters before the 2026 AGM unless otherwise advised.

Ngā Ōta*Orders*

[57] Per s 237 of Te Ture Whenua Māori Act 1993, I invoke the High Courts inherent jurisdiction and make orders restraining the following individuals from being eligible to be nominated and elected as trustees for the Ngāti Tāwhirikura Hapū Charitable Trust from the date of the 2026 annual general meeting following the periods listed below:

- (a) Glen Skipper and Rangi Kipa are ineligible for nomination and election as trustees of the Ngāti Tāwhirikura Hapū Charitable Trust for two consecutive trustee terms of six years in total, commencing on the date of the 2026 annual general meeting;
- (b) Beverly Gibson is ineligible for nomination and election as a trustee of the Ngāti Tāwhirikura Hapū Charitable Trust for one trustee term of three years in total, commencing on the date of the 2026 annual general meeting; and

- (c) Sharron Wipiti and Tarina Macdonald are ineligible for nomination and election as trustees of the Ngāti Tāwhirikura Hapū Charitable Trust for two years in total, commencing on the date of the 2026 annual general meeting.

Ngā arotanga

Directions

[58] Finally, I issue the following directions for the purposes of holding the AGM:

- (a) An AGM is to be held as soon as possible, no later than 15 August 2026.
- (b) The AGM will hold an election for new trustees in accordance with the Trust Deed. Glenn Tootill is to appoint an independent election scrutineer to manage the elections.
- (c) Mr Tootill is to manage all logistics in advertising and convening the AGM and is to run the AGM in accordance with the Trust Deed. If this poses any practical issues, given that all trustees are standing down as opposed to a normal staggered process, then directions may be sought.

[59] The application is adjourned with a further decision on the balance of the remedies to be issued. Mr Tootill's role is to continue until further order of the Court.

I whakapuaki i te 2:00 pm i Whanganui i te rā tuarima o Hune i te tau 2026.

Pronounced at 2:00 pm in Whanganui on this 5th day of June 2026.

Mauri ora

A H C Warren
KAIWHAKAWĀ
JUDGE