I TE KOOTI WHENUA MĀORI O AOTEAROA
I TE ROHE O AOTEA
In the Māori Land Court of New Zealand
Aotea District

AP-20260000010105

WEHENGA *Under*	Section 19, Te Ture Whenua Māori Act 1993
MŌ TE TAKE *In the matter of*	Lot 73 Deposited Plan South Auckland 12698 Maori Reservation
I WAENGA I A *Between*	MOREHU WHĀNAU HOMESTEAD TRUSTEES Ngā kaitono *Applicants*
ME *And*	BOBBY MOREHU Te kaiurupare *Respondent*

Kōtitanga: *Hearing*	4 September 2026, 546 Aotea MB 76-97 (Heard at Tūrangi)
Kanohi kitea: *Appearances*	C Bidois for respondent
Whakataunga: *Judgment date*	16 October 2026

TE WHAKATAUNGA A KAIWHAKAWĀ M J DOOGAN
Judgment of Judge M J Doogan

Hei tīmatanga kōrero
Introduction

[1] Hatepe village, on the shores of Lake Taupō, came about through the vision and drive of Iapeta and Arapeta Morehu. The small homestead they built by the shores of the lake was in 1986 vested in a Māori reservation. The reservation was set apart for the purpose of a historic reserve, recreation area, and a tūrangawaewae for the common use and benefit of all the successors of Iapeta and Arapeta Morehu.[1]

[2] The trustees of the reservation have applied for an injunction requiring Bobby Morehu (Bobby) to immediately vacate the homestead and to prevent him from interfering with the lawful authority and decisions of the trustees. A notice to vacate was served on the 9th of June 2026 requiring him to vacate by 5pm Tuesday 21 July 2026. He has refused to leave and through counsel, has advised that he will not leave without a Court order.

[3] On the 2nd of July 2026 I issued an oral decision declining an application for an urgent interim injunction brought on Bobby's behalf by his niece Debbie Morehu. That application sought to prevent the trustees acting in reliance on the notice to vacate.[2]

[4] This application also arises in the context of another application relating to the occupation of the homestead that has been before the Court for some time. Two of Bobby's aunts, Maria Morehu (Tito) and Florence Putaura applied in 2024 for the Court's assistance in resolving a dispute between themselves and Bobby concerning occupation of the homestead. Bobby declined mediation. With the agreement of Maria and Florence the application was amended to include an inquiry into the administration of the reservation. Issues concerning occupation of the homestead have been to the fore in that proceeding.

[5] The issue to decide is whether I should now issue a permanent injunction requiring Bobby Morehu to vacate the homestead.

[6] Central to determination of that question is the legal effect of two documents that relate to occupation of the homestead. The first is a Memorandum of Understanding (MoU) signed by Mr Danny Morehu (one of the trustees), and Bobby Morehu in December 2017.

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1 "Setting Apart Land as a Maori Reservation" (18 November 1986) 189 *New Zealand Gazette* 5061 at 5083.
2 540 Aotea MB 117-130 (540 AOT 117-130).

Bobby relies on that memorandum as conferring on him an ongoing right to occupy. The second document is a "Terms of Reference" adopted by the trustees in June this year. This establishes a policy and a framework for occupation of the homestead and trustees rely on this document as the basis for decisions about occupation of the homestead, now and in the future. The notice to vacate was issued in reliance on this document.

Te tāpaetanga ture
The legal submission

[7] Counsel for Bobby, Mr Bidois, does not challenge the legal right of the trustees to make decisions about occupation of the homestead. He argues that the injunction should not be granted on the following grounds:

(a) Estoppel, based on the 2017 MoU which conferred a right to occupy on which Bobby has relied and it would be unconscionable for trustees to resile from it.

(b) Oppression, the injury to trustees' legal rights is small, and they would be entitled to possession in 2031 based on an implied 14-year maximum licence or lease term. The injury could be estimated in money and payment of rent would adequately compensate any injury. It could also be oppressive to Bobby given his reliance on the homestead as the basis of his property maintenance business.

(c) No trespass arises because the 2017 memorandum confers a legal right for Bobby to be there.

(d) Granting an injunction would go against the principles of Te Ture Whenua Māori Act (as set out in ss 2 and 17(1)(b)). It would mean that occupiers of Māori freehold land are in jeopardy of having tenure summarily terminated without cause on the basis of no more deserving than trustees simply changing their mind.

Te Ture me ngā whakapono
The law and legal principles

[8] Section 19(1)(a) Te Ture Whenua Māori Act 1993 (the Act) confers on the Court jurisdiction to make an order by way of injunction against any person in respect of any actual or threatened trespass or other injury to Māori land or a Māori reservation. Any injunction granted by the Court shall be of final effect unless it is said to be of interim effect only.[3]

[9] A trespass occurs when a person enters or remains upon the land in the lawful possession of another without lawful justification.[4]

[10] When the legal ownership of land is vested in trustees they are entitled to an injunction if the land is trespassed upon whether by a beneficial owner or not. It is for the trustees to control the land, and they have the power to permit occupation.[5]

[11] The Māori Appellate Court in *Taueki v Horowhenua Sailing Club-Horowhenua 11 (Lake) Block* summarised the relevant principles as follows:[6]

> In applying for a permanent injunction, applicants must also fulfil the legal elements relating to the action of trespass before the Court will exercise its jurisdiction to grant the remedy. These elements are set out below:
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> The action for trespass to land is primarily intended to protect possessory rights, rather than rights of ownership. Accordingly, the person prima facie entitled to sue is the person who had possession of the land at the time of the trespass. Actual possession consists of two elements: the intention to possess the land and the exercise of control over it to the exclusion of other persons. Either element alone is not sufficient…
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> Once the elements for the trespass action are made out, the Court then considers what remedy is appropriate. The prima facie rule is that a landowner is entitled to an injunction to restrain a trespass. However, the Court still has discretion as to whether to grant the injunction or not. Matters affecting the exercise of the discretion include the parties' conduct.

[12] In *Dawson v Crown – Kawerau A4*, Judge Wara notes that trespass can also occur by the act of remaining upon the land of another after the expiry of authority or license to enter:

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3 Te Ture Whenua Māori Act 1993, s 19(3)-(4).
4 *Te Hokowhitu v Proprietors of Matauri X* [2010] Māori Appellate Court MB 566 (2010 APPEAL 566) at [31].
5 *Eriwata v Trustees of Waitara SD* [2005] 15 Māori Appellate Court MB 192 (15 WGAP 192) at [5] and [8].
6 *Taueki v Horowhenua Sailing Club – Horowhenua 11 (Lake) Block* [2014] Māori Appellate Court MB 60 (2014 APPEAL 60) at [15]-[16].

> [26] The prima facie rule is that a landowner is entitled to an injunction to restrain a trespass. Trespass is the interference with another individual's exclusive possession of land without lawful justification. A trespass to land arises by unauthorised entry on the land of another, by remaining upon the land of another after the expiry of authority or licence to enter, or by putting any tangible object on the land of another or leaving the object there after authority or licence has expired.[7]

[13] The Māori Appellate Court in *Flight v Fletcher* [8] summarised the relevant factors the Court must weigh in considering whether the grant of a permanent injunction would be oppressive:

> [27] Before granting a permanent injunction, the Court must be satisfied that the grant of the injunction would not cause disproportionate hardship to the respondent. Professor Hudson puts it this way:[9]
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> > The issue for the Court will typically be resolved in a comparison of the comparative hardship to the applicant if the injunction is not granted, and the likely hardship to the respondent if the injunction is granted.
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> [28] In *Jaggard v Sawyer* the English Court of Appeal considered the principles applicable to the grant of a final injunction.[10] Millett L J said:
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> > … the grant of an injunction, like all equitable remedies, is discretionary. Many proprietary rights cannot be protected at all by the common law. The owner must submit to unlawful interference with his rights and be content with damages. If he wants to be protected he must seek equitable relief, and he has no absolute right to that. In many cases, it is true, an injunction will be granted almost as of course, but this is not always the case, and it will never be granted if this would cause injustice to the defendant.
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> [29] In the same case Sir Thomas Bingham M R stated that:
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> > It is important to bear in mind that the test is one of oppression, and the Court should not slide into application of a general balance of convenience test.

[14] I also have regard to what is known as the "good working rule" laid down by Smith L J of the English Court of Appeal in *Shelfer v City of London Electric Lighting Company*. In that case Smith L J held:[11]

> So again, whether the case be for a mandatory injunction or to restrain a continuing nuisance, the appropriate remedy may be damages in lieu of an injunction, assuming a case for an injunction to be made out. In my opinion, it may be stated as a good working rule that – (1.) If the injury to the plaintiff's legal rights is small, (2.) And is one which is capable of being estimated in money, (3.) And is one which can be

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7 *Dawson v Crown - Kawerau A4* [2022] 272 Waiariki MB 191 – 201 at [26].
8 *Flight v Fletcher – Waipapa 1D 2B 3B* [2017] Māori Appellate Court MB 96 (2017 APPEAL 96).
9 Alistair Hudson *Equity of Trusts* (7th ed, Routledge Cavendish, Abingdon, 2013) at 1186-1187.
10 *Jaggard v Sawyer* [1995] 2 ALL ER 189.
11 *Shelfer v City of London Electric Lighting Company* [1895] 1 CH 287.

> adequately compensated by a small money payment, (4.) And the case is one in which it would be oppressive to the defendant to grant an injunction: - then damages in substitution for an injunction may be given.

[15] The trustees seek a final injunction requiring Bobby to immediately vacate the homestead. Bobby (through his lawyer) has indicated that he will not vacate without a Court order. The trustees seek vacant possession of the homestead. If grounds for an injunction are made out, and I conclude that I ought to exercise discretion to grant an injunction, I will also need to invoke the Court's jurisdiction under section 20 with respect to an action for recovery of land. There is no issue that the homestead is a fixture, ownership of which runs with the land.

[16] I also note and have regard to the Court's general jurisdiction under Te Ture Whenua Māori Act 1993, and in particular s 2 of the Act, which places a duty on the Court in exercising powers under the Act to exercise those powers, so far as is possible, to promote the retention, use, development, and control of Māori land as a taonga tuku iho by Māori owners. In addition, s 17 makes clear that the primary objective of the Court is to promote and assist in the retention of Māori land and the effective use, management, and development of that land by or on behalf of the owners. Subsection (2) of s 17 sets out further objectives of the Court when exercising powers and the following are of relevance:

> **17 General Objectives**
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> […]
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> (d) To protect minority interests in any land against an oppressive majority, and to protect majority interests in the land against an unreasonable minority:
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> (e) to ensure fairness in dealings with the owners of any land in multiple ownership:
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> (f) to promote practical solutions to problems arising in the use or management of any land.

Te horopaki

Background

[17] Before turning to consideration of the 2017 MoU and the more recent Terms of Reference it is necessary to set out the context out of which they arose.

[18] I was privileged to have an opportunity to visit the reservation earlier this year (as part of the ongoing inquiry proceedings). Iapeta and Arapeta lie in well-kept graves not far

from their homestead. Adjacent to the reservation is a tennis court and a wharenui. Hatepe village surrounds this central point according to the plans and dimensions paced out by Iapeta from the time he began developing the land in the late 1940s and early 1950s. They raised a large whānau at Hatepe (12 children).

[19] In my oral judgement of 2 July 2026, I recorded the following background concerning occupation of the homestead from the evidence of Mere Wall:

> Christmases and holidays were renowned for whānau get-togethers. It was not uncommon to have up to 70 of their tamariki, mokopuna, and extended whānau for Christmas holidays. The homestead was a place of welcome, whānau coming together, history, learning and play. Following the passing if Iapeta in November 1982 Haromi and George moved in until 1986 when they purchased the Hatepe store. Mokopuna Victor and Jenny Koopu moved in until their home, the first in the papa kāinga, was ready for occupation.
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> Marie and Mark followed for five or six years to raise their young whānau until 1992 when they purchased their home in Taupō. With all descendants in their own homes the trustees made the decision to use the homestead as a holiday home for whānau to come back to. Robert Snr, which is Bobby Morehu's father, moved into the homestead in 1994 until his passing, and was followed by Mr Bobby Morehu who is the subject of the current eviction notice.[12]

[20] In that decision, I also recorded the following relevant background which for ease of reference I set out here:

> [21] Mere sets out that history which she says is based upon kōrero from kaumatua and lived experience growing up in Hatepe. She rejects the assertion in papers filed in support of the injunction that Bobby Morehu's father (Robert Senior) exercised ahi kā at Hatepe from the 1970s, through to his passing in 2017.
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> [22] There is in the papers filed both with and in response to this injunction application a good deal more of the whānau history. This includes the circumstances in which Bobby Morehu's father in some respects became estranged from his father, Iapeta, following his conviction for the murder of a man in Napier in about 1952. He was at that time only 18 years old and following a petition from a number of elders from Tūwharetoa, Ngāti Maniapoto, and Te Arawa, his death sentence was commuted to life imprisonment. I only note this as context for some of what appears to be ongoing wider trauma within the whānau, but it is relevant in terms of the context in the immediate lead-up to the establishment of the reservation itself.
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> [23] Mere Wall, in her submission, outlines the general pattern of the occupation of the homestead in the lead-up to and after the establishment of the reservation in 1986. This evidence which is unchallenged shows only intermittent visits from Robert Senior during the 1960s and 70s after release from prison. He resided in Australia for some time after the breakup of his first marriage. He returned and lived with his father Iapeta at Hatepe in the late 1970s. Mere says he used this time to mentally

[12] 540 Aotea MB 117-130 (540 AOT 117-130) at [20].

abuse his father, misused his father's good credit rating and also threatened his father on two occasions with a rifle.

[24] When Iapeta died in 1982, Robert Senior was excluded from the Will. In his Will, Iapeta recorded that he was deliberately excluding Robert Senior from any interests in his estate because of his recent attitude towards him and because of the way he left debts behind while he was in Taupō which jeopardised the good name of the family.

[25] Bobby Snr challenged the Will by way of Family Protection Act Proceedings. The application to establish the reservation came before Judge McHugh in the Māori Land Court in March 1986. In the minutes of that hearing at 69 Tokaanu Minute Book 68-69 Mr Feist (counsel) is recorded saying that the background is that the late Iapeta Morehu left the homestead to 11 of 12 children. Robert Senior was left out, but it was the wish of the family that the whole family be left in scope of the reservation. Robert Senior has agreed if reservation is created and he shares with others, then Family Protection Act proceeding would be withdrawn.

[26] Based on that the court established a Māori reservation. The order is as follows:

> There is an order under s 439, 53, recommending that all the area of land containing 1783 square metres, being Lot 73 DPS12699, and all land in CT 10B/1125 be set aside as a Māori reservation for the purpose of a tūrangawaewae historic reserve and recreation area to be known as Iapeta and Arapeta Morehu Whānau Māori Reservation for the common use and benefit of all the successors of the late Iapeta and Arapeta Morehu, deceased including Tutekengarangi Robert Morehu [Robert Senior]. It is recorded that this is subject to a notice of discontinuance being filed by Tutekengarangi Robert Morehu in the Rotorua Court.

[27] The reservation was subsequently Gazetted in a Gazette notice of 18 November 1986, and that records that the land is set aside as a Māori reservation for the purpose of a historic reserve recreation area and tūrangawaewae for the common use and benefit of all the successors of Iapeta and Arapeta Morehu. [13]

[21] While Robert Senior (Bobby's father) was excluded from Iapeta's Will, his siblings did agree to include him as a beneficiary of the reservation and some of his siblings also gifted shares to him (in other Māori land blocks). Wider whānau also cared for Robert Senior's children when his first marriage broke up, even in the face of his opposition to their attempts to keep the children out of state care. After periods of intermittent return to Hatepe, Robert Senior expressed a wish to return and live at the homestead in the early 1990s.

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13 540 Aotea MB 117–130 (540 AOT 117-130) at [21]-[27].

Te hui ā whānau o te tau 1994
The 1994 whānau hui

[22] On the 22nd of January 1994, nine of Iapeta and Arapeta's children met to discuss the future use of the homestead. Robert Senior was not present. The minutes entitled "Special Whānau Hui" are an appendix to the 2017 MoU.

[23] The hui discussed options, including a proposal from Haromi to purchase and settle in the homestead and an alternative proposal from Kiwi which would see a more open use of the homestead for all whānau. The minutes record that major points of discussion were maintenance, access of whānau, costs, commitment, responsibility, and viability. An option put forward by Aroha was that Robert Senior be invited to occupy the homestead as he had expressed a desire to return to Hatepe. Various other options were also considered.

[24] The option of selling the homestead to Haromi (or another whānau member) was not supported. There was support for a trial period for making the homestead available to whānau on the basis that a caretaker would be appointed to do set tasks and oversee standards set by the whānau. This would include regular maintenance, and conditions for leasing or using the whānau homestead would be similar to those operating in other homes around the village. Haromi was invited to submit a written proposal based on the caretaker position and other options were closed. There was no resolution approving an offer to Robert Senior to occupy the homestead.

[25] Nonetheless after this hui, Robert Senior did move into the homestead. There may have been some support for this, but actions he took soon after moving in caused considerable hurt. In her written submission to the Court dated 16th of October 2025, Mere Wall says:

> Bobby Dad, once in the Homestead sought to remove all significant Taonga of his parents. These included some of the Whakapapa Books, incorporation papers, WW1 taonga, carved calibashes, 75 Wedding Anniversary mirror from whanau, Kapi Adams Coil (maori medicine). Some of our whakapapa books dating back to Rev. Hoeta te Hata, Waimarama Te Hata and Iapeta were dumped in the long rubbish tip at Hatepe. Aroha, Bobby sibling, my mother and rescued these from the Dump, but could not retrieve other whanau taonga.

[26] In their application to the Court, Maria and Florence seek the return of taonga such as these to safe keeping in the homestead.

Te hui ā whānau o te tau 2010
The 2010 whānau hui

[27] On the 28th of November 2010, there was a further Morehu whānau hui called to discuss issues around use and occupation of the homestead and the minutes of this hui form a second appendix to the 2017 MoU. Robert Senior was not present at this hui but his son Bobby was.

[28] It appears that the hui was called because Robert Senior had refused to allow whānau access or use of the reservation land to support a whānau member's 21st birthday celebrations.

[29] With respect to occupation of the homestead, the minutes record Judy as saying that:

> At Iapeta's tangi, the whānau came together, which was great. Since then, however, there has been nothing but bickering and ongoing threats by some whānau towards Bobby to leave the homestead.

[30] The minutes record Aroha as responding:

> This has come about by what has been said by brother Bob with succession planning and grooming little Bobby as next in line to occupancy (of) the homestead without first discussing it with whānau. It is not up to brother Bob to decide.

[31] There was further discussion in the minutes around some members of the whānau feeling excluded from the homestead and reservation area, and others being embarrassed by an incident involving alcohol with Robert Senior and one of his sons while guests were present in the adjacent marae area.

[32] The minutes go on to record Bobby responding in the following terms:

> The whānau mamae started with Koros Will. Wants his dad to be respected as the tuākana and the mātāmua. Spoke about his own knowledge of tikanga and also the ongoing maintenance that needs doing. He will be challenging for the right to be in the homestead after his dad.

[33] The minutes then record discussion from Rina and Uncle George noting that the right person has to stay in the homestead; it's a privilege to be asked and not a right, and that maintenance mahi has been going on right from the beginning, it's not something knew. The need for new trustees is discussed and Danny Morehu notes that it is the right time for trustees to come together and draft a "Terms of Reference" for the homestead. Not having

anything in place causes the issues we are now facing, and it's not something they should pass on to the next generation to sort out. All present tautoko a proposal that Danny lead the development of a homestead "Terms of Reference" and present it to the whānau by the 30th of March 2011.

[34] Under the heading "whānau issues" the minutes record Mary speaking to the impact of finding suitable placement for Robert Senior's kids when they were most vulnerable and to avoid social welfare intervening. There is further discussion amongst the whānau about some of the ongoing trauma within the whānau and also acknowledgement of Robert Senior's good side.

Te hui ā whānau o te tau 2017 me te manatu whakamōhio o te tau 2017
The 2017 whānau hui and the 2017 Memorandum of Understanding

[35] A "Terms of Reference" discussed at the 2010 hui did not in fact eventuate in 2011 as planned.

[36] Robert Senior remained in occupation of the homestead until his death in 2017. His wife (Judy) remained in occupation. Judy asked Bobby and his partner Kelly to come and live at the homestead with her, but issues quickly developed and she asked them to leave.

[37] This led to the calling of another whānau hui on Sunday 29th of October 2017. This hui is the immediate precursor to the 2017 MoU relied upon by Bobby.

[38] Bobby and his partner Kelly were present as were Judy, Danny, Florence, and other members of the whānau. Maria was overseas at this time.

[39] The minutes record Robert Koopu noting that they were a tight whānau with many activities at the marae and at the homestead after koro died. However, once Robert Senior moved in, everything changed, no one really went there for a while. Robert Senior did not come to any tangi, would stay in the house, and not participate and was not welcoming.

[40] The minutes record Florence noting that building relationships is key and that "grumpy was in there for years and we didn't feel welcome." She said that Bobby and Kelly were with Judy and she was there to support Judy as she was going through issues with

Bobby and his behaviour towards her. She no longer wished to move into the homestead at the time.

[41] The minutes record Judy saying she could not live alone once Robert Senior died and invited Bobby and Kelly to stay. The minutes record her as saying:

> She knows there's lots of tensions in this whānau and its generational. Feels isolated and alone and so fortunate to have Flo as her sounding board. Going through issues with Bob and has asked him to leave, and it's almost like elderly abuse. He as an anger problem that needs fixing and is very controlling. Hope something will come from today.

[42] The minutes then record Bobby responding as follows:

> Anger management issues? – feels he is getting lots of mixed messages. He's only had one mother, Queenie, and then had a few new family mothers. I can control my anger no problem. There are high expectations of the homestead and not only by whānau but by the wider village. Dad had an open door and that's how it should always be. Pleased he's in full time employment and that helps with keeping the grounds up to a high standard.

[43] Various other whānau members speak, and Danny is recorded as saying that his relationship with his brother Robert Senior ceased when he decided not to compromise his own values by Robert Senior's distorted values and violent behaviour towards others. He notes that there was lots of history as to why Robert Senior was left out of the homestead and memories of the abuse when he was in Hatepe are still clear in his mind. Danny states that he supports his father's choice to keep Robert Senior off the Will, saying "and that's the history that we live with." The minutes then record Danny as saying:

> To you Little Bob, I've heard feedback about your Tuakana status for the Morehu whānau and if it's true I am letting you know that is not recognised by me. You have a lot to learn and do to get to that place and just need you to be clear about that.
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> We have just heard Judy's concerns and your admission to having an anger problem. You do need to own that and get help quickly. Bullying and threatening others is not tolerated if we are serious about building a better future for the whānau.
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> You will grow with the committee appointment and responsibility that comes with that, so I congratulate you, well done. Add value at that table and use that knowledge and experience from within the whānau to make good decisions. Hit the ground running and work to your strengths.
>
> For the Homestead we've heard the Korero from Aunty Haromi and so you and Kelly will need time to think about how that's going to work. If its staying than you need to work that through with Aunty. No one needs to move out as the Homestead and grounds also needs the practical care. You will need to support one another and talk it through as adults.

[44] Bobby responds to this by pointing to relationships and behaviour of other whānau members that include allegations of deceit, lies and ripping residences off. The meeting concludes soon after.

[45] By way of affidavit dated 28th of August 2026, Bobby included these minutes as an annexure and notes that he does not agree that they are complete or accurate.

Te manatu whakamōhio o te tau 2017
The 2017 Memorandum of Understanding

[46] Amongst the documents filed there is a "Homestead Mahi Chronology 2017." The author is not named but it appears to be by Danny Morehu. At the end of the chronology, there is reference on the 1st and 2nd of December to development of a draft Memorandum of Understanding which was circulated by email to "Flo, Bob, Rereahu, Kiwi, Henry and Ruby." A draft was sent to Miarehau on behalf of Rereahu. The document records positive feedback from all and instructions to put it in place, with it then socialised at a small whānau gathering at the homestead on the 9th of December and signed on the 17th of December with the current occupant, Bobby Morehu. The signatories are Bobby and "myself as the writer on behalf of the trustees." The 2017 MoU was signed by Bobby and Danny Morehu.

[47] The 2017 MoU is relatively short (2 pages with 8 clauses). There is no provision as to term of occupation, and no requirement to pay rent for the right to occupy.

[48] The second page of the MoU refers to it as a MoU between the "Morehu Homestead Trustees and Occupant(s) of the Family Homestead."

[49] Clause 1, titled "Purpose", records that the intention is to establish and promote clear and specific understanding between the trustees and the occupant(s) (kaitiaki) of the family homestead. There is a commitment to consultation and discussion, participation by both parties where any major projects that has an impact on the site or the buildings and that there is a clear understanding of the expectations "responsibilities and accountability by the occupants that do not compromise the values and standards set in place by Iapeta and Bella Morehu."

[50] Clause 2 records desired outcomes and includes that the grounds will be well maintained in appearance and condition that major projects outside normal maintenance have participation by both parties prior to any works. The homestead will be a safe place for uri to visit where values and standards set by Robert (Iapeta) and Bella (Arapeta) are acknowledged, demonstrated and visible. The occupants (kaitiaki) will continue to enjoy the peace and tranquillity of the homestead with minimal interference from trustees or representatives.

[51] Clause 3 records a commitment to meet at least twice a year to discuss priorities and strategic improvements for the homestead.

[52] Clause 4 records that the MoU can only be modified by written agreement.

[53] Clause 7 provides that disputes and differences in relation to interpretation or performance of the agreement shall first be attempted to be resolved by hui or by agreement of both parties a third party may be asked to mediate.

[54] Clause 8 records responsibility of the occupant (kaitiaki) to pay rates and insurance and to keep general maintenance up to date.

Te tuhinga tikanga whakatau o te tau 2026
The 2026 Terms of Reference

[55] When the inquiry into the reservation proceedings were before me at a sitting of the Court on the 5th of December 2025, the trustees indicated that they intended to develop a policy around occupation of the homestead which would be more comprehensive than the 2017 MoU. Their expectation was that this would set out a framework as to how decisions about future occupation of the homestead would be made by trustees going forward. The trustees proposed to lead development of that policy and seek feedback from beneficiaries. I endorsed that idea and encouraged Bobby to participate.

[56] I summarised the content of the 2026 Terms of Reference adopted by trustees in early June this year in my 2nd of July 2026 decision. For ease of reference, the relevant parts are set out here:[14]

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[14] 540 Aotea MB 117-130 (540 AOT 117-130) at [29]-[43].

[30] I was able to clarify with those trustees at the hearing today that the adoption of the Terms of Reference in early June was a decision of all of the trustees, and the subsequent decision to issue an eviction notice on the 9th of June to Mr Bobby Morehu was also a decision of all of the trustees…

[31] The Terms of Reference sets out matters of background and purpose and at the commencement of paragraph 1 records that: or after "the death of our late parents' grandparents Iapeta and Arapeta Morehu, the Morehu whānau homestead was established as a place for temporary and shared whānau use". It records that the homestead was never intended for permanent or exclusive individual occupation.

[32] The Terms of Reference go on to include some of the background concerning the recent process before the court in the last year. Reference to previous proceedings in the Tenancy Tribunal, and then on the third page under paragraph 2 records: "Purposes and outcomes". The purpose is said to be to help guide the trustees in exercising their duties and responsibilities and the best interests of the beneficiaries. Successful outcomes are noted as being trustees making sound lawful and tikanga-aligned decisions, transparent engagement with whānau, protection, preservation and care of the homestead, the outbuildings and the reservation land, and inter-generational continuity of governance and tikanga values and practice.

[33] There are a range of trustee commitments recorded including consulting with whānau on the development and implementation of the Terms of Reference. Holding a minimum of one annual face to face whānau weekend wānanga. Upholding the values of Iapeta and Arapeta Morehu particularly whānau inclusiveness and manaakitanga and respectful site presentation, promoting the homestead as a collective safe place for reconnection, learning and healing, and supporting the use of the homestead for whānau wānanga, milestone celebrations, whānau gatherings, inter-generational sharing of kōrero tuku iho, planned hosting purposes. Providing a secure place to safeguard whānau taonga and historic records and enabling appropriate access.

[34] There is further reference to some of the history including the appointment of the first trustees. It is noted the trustees do not own the land or homestead and outbuildings. They serve voluntarily as kaitiaki on behalf of the beneficiaries. Then there is reference to decision-making by the trustees and conflict of interest. A quorum which is set at six trustees. Matters requiring unanimous agreement are major re-development of homestead assets, changes to occupational rights and removal or appointment of trustees. Then roles of chair, secretary, finance, and whānau consultation are addressed.

[35] Then at item 7, Occupation of the Homestead. Trustees will develop a clear and transparent occupation criteria with any additional agreements that maybe required pending application. Appendix A sets out an application form that includes a number of requirements. Trustees also commit to facilitating dispute resolution as required and consulting with beneficiaries on important matters to do with the homestead and grounds.

[36] At 7.1, granting occupation is said to be on a case-by-case consideration. Occupation will be time limited and will be in fairness to the wider whānau and occupants. At 7.2, kaitiaki will have a signed agreement to confirm occupancy. Conditions will be outlined in the occupation agreement. They include not to sublet or allow others to reside without trustee approval. Not to make structural changes without prior approval. Meet payment of rates, house insurance, and any agreed upkeep. Maintain the homestead and whenua in accordance with Iapeta and Arapeta. Values (Tikanga). Respect the collective nature

of the asset and be receptive to whānau visits from time to time. And occupants are also noted as responsible for the rates, dwelling insurance, grounds maintenance, general repairs, and maintenance.

[37] Then there is reference to the trustee appointments process, to animals, pets, and reference to illegal drugs and behaviours and noting that no illegal drugs are permitted. This would be subject to immediate eviction. Health and safety. Homestead will be a safe place for all whānau. Whānau will prioritise physical, emotional safety of all visitors, and various other principles.

[38] There is reference to housing taonga and then occupation process at clause 15. The trustees focus is to facilitate the transition of existing occupants and prepare for the next phase of occupancy. Planned whānau rededication day. Complete occupation agreement with new occupants and provide whānau relocation support.

[39] Then at clause 16, initial homestead occupation. The trustees support the first occupation being offered to the surviving daughters of Iapeta and Arapeta, Tukutuku Florence Putaura and Maria Tito. Both have expressed a strong desire to enter a long-term occupancy agreement. If cohabitation is not an option then the first offer would go to the older of the two, Florence Putaura.

[40] Then there is a closing statement:

> The homestead is not merely a house, it is our tūrangawaewae, our repository of memory, our place where whakapapa lives and breathes, our ancestral land for whānau presence, a place for whānau to come home and enjoy, and a physical and spiritual place of belonging.

[41] At appendix A is a Morehu whānau homestead occupancy application form. It requires a list of the applicant details, whakapapa connection, type of occupancy requested, and who will be the regular occupants staying, and the purpose of the occupancy.

Ko te aukati āheinga tōkeke, te whakapaporitanga, te whakawhirinakitanga, te whakataimahatanga me te manatu whakamōhio o te tau 2017
Estoppel, Representation, Reliance, Detriment and the 2017 MoU

[57] For the estoppel argument to succeed, Bobby must show that the trustees have made a representation on which he has relied to his detriment. Mr Bidois argues that the 2017 MoU is the representation on which Bobby has relied as giving him a right to occupy (which he believes to be a lifetime right). It is argued that he has relied on it to his detriment by incurring costs such as rates and insurance and additional costs including replacement of whiteware items, and also that he has arranged his employment based on his ongoing occupation of the homestead.

[58] Mr Bidois argues that it would be unconscionable for the trustees to resile from this representation. With respect to the term of occupation, Mr Bidois acknowledges that the

trustees do not have the legal power to grant a lifetime occupancy. Bobby would however accept the maximum allowable term of 14 years.

[59] Mr Bidois' argument in support of an implied term of 14 years is based upon what he says was Bobby's belief that he had been granted a lifetime occupation, similar to that granted to his father.

[60] I questioned Mr Bidois about this given the series of disputes between Bobby and the trustees after 2017. Mr Bidois confirmed that he was aware of those events and at certain points had advised and acted for Bobby. He quite fairly conceded that:[15]

> I have to accept that there has been points at which even as counsel I have to ask myself – is this reliance reasonably placed? And that's why I am mindful that although there was an attempt to remove him from the property in or around 2022, that didn't go the distance, and whether that is simply part of ngā piki me ngā heke or whānau relationships.

[61] It is necessary to briefly outline some of these events and what the record shows concerning Bobby's position at various times.

[62] Issues concerning compliance with the MoU arose around 2019 and 2020. In 2019, a 90-day notice to vacate was served on Bobby, and following his refusal to leave, Tenancy Tribunal proceedings were commenced. There was an initial hearing on the 10th of March 2020. On the 17th of March 2020, Bobby Morehu wrote to Danny Morehu advising that he and his partner, Kelly, would relinquish occupancy of the homestead. He asked to be given until the 30th of April 2020 to vacate.

[63] On the 22nd of March 2020, Bobby again wrote to Danny saying that he had had a rethink about relinquishing the homestead. He said that he now wished to remain until the Tribunal hearing, which was the 4th of May. He says his family have never been privy to the discussion of trusteeship of the homestead and he does not accept any wrongdoings at the homestead. He says he wishes for clarity about the homestead and until that is shown, he will remain. He also notes that with covid, he does not wish to go anywhere at that moment.

[64] The Tenancy Tribunal issued a decision on the 30th of July 2020, dismissing Danny's application for possession. This was on the basis that the tenancy was by a member of the

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15 546 Aotea MB 86 (546 AOT 86).

owner's family and was an excluded tenancy under the Residential Tenancy Act. Because the executors of Iapeta's will were apparently on the title at that time, rather than the trustees, the adjudicator concluded that the trustees would not be entitled to claim the legal right of possession. The trustees are now the registered owners on the title.

[65] In December 2023, reservation trustees met with Bobby and Kelly with a mediator, to try and reach agreement over occupation of the homestead. The lead up to the mediation included possibility of a formal trespass notice to Bobby and Kelly, and police intervention due to the presence of drugs on the property (Bobby denies that the drugs were his). At this hui, there was evidently a compromise agreement whereby Florence Putaura and Jo would move into the spare bedrooms in the homestead. Bobby subsequently did not allow that to happen.

[66] Trustees met again in June 2023 and discussed an eviction notice to Bobby. This follows a hui on the 23rd of February 2023 where it was resolved that an eviction notice be prepared.

[67] On the 22nd of December 2022, the trustees sent Bobby and Kelly a notice advising that Florence and Jo would commence moving furniture into the homestead in the week beginning 2nd of January 2023.

[68] Mr Bidois responded by way of letter dated the 23rd of December 2022 noting the 2017 MoU, which granted Bobby exclusive possession in consideration of paying outgoings and maintenance and appointed him kaitiaki of the homestead. Mr Bidois advised the trustees that as all outgoings and maintenance costs had been paid, the doctrine of equitable estoppel prevents the trustees from entering the homestead without Bobby's permission. Attempting to do so would amount to unlawful interference of Bobby's legal right to quiet enjoyment. Mr Bidois concludes by noting that he has advised his clients that if any such attempts are made then Bobby is to contact the police immediately for assistance under the Trespass Act 1980.

[69] Following these inconclusive attempts to resolve the situation, Maria and Flo made their application for dispute resolution in 2024.

[70] In the course of those proceedings, Bobby Morehu has filed several written submissions. In a written submission dated the 20th of August 2025, Bobby records that he is the first-born son (mātāmua) of Robert Tuhekengarangi Morehu. His father was the first-born son of Iapeta and Arapeta, and that he helped his parents physically clear and subdivide the Hatepe village land. He records some of the history of occupation of the homestead, notes that his grandfather wrote his father out of the Will as a result of an "unremarkable" father and son disagreement. He refers to the subsequent establishment of the reservation and the gazette notice, which makes clear that his father was included as a beneficiary, and he goes on to say:

> 13. After Robert Tuhekengarangi died in 2017, I took over occupancy of the Homestead, with my partner Kelly Marie Manhire. We remain in occupation of the Homestead. We do so under a formal written, signed Memorandum of Understanding, as evidenced in "Appendix B" (MoU).
>
> 14. Despite unfounded allegations to the contrary, I have fully complied with the MoU.
>
> 15. For the following reasons, I submit to the Court that I am the most appropriate person to be in permanent occupation of the Homestead, and it is natural and proper for me to be in occupation with my long-time partner Kelly. (My father Robert Tuhekengarangi occupied the Homestead with his second wife, Judy Morehu.)
>
> 16. As indicated, I am the first-born grandson (mokopuna tāne) of Hatepe's founders, Iapeta and Arapeta. I am also currently the chairman of the Incorporation's Management Committee. No-one, in my submission, has a better claim than mine to permanent occupation of the Homestead […]
>
> 25. Maria and Florence are certainly not more entitled than me to occupy the Homestead. There is no basis for any conclusion that daughters of Iapeta and Arapera have a better claim to occupancy than me - the first-born grandson of Iapeta and Arapera […]
>
> 31. Doogan J.'s minute is correct that I have declined mediation and participation in a teleconference. The reason I declined is that there is simply no scope for compromise or any "middle ground" in relation to my occupation of the Homestead, (i.e. either I occupy the Homestead, or others (perhaps Maria and Florence) move in – there is not room for us all, and I am not willing to move out and have no obligation to do so. I therefore saw no point in mediation or a teleconference. [16]

[71] In a further written submission dated 14th of October 2025, Bobby responded to evidence filed on behalf of the trustees, which included reference to his treatment of Judy after his father died and to an incident that lead to Bobby stepping down as Chair of the

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16 Submission of Bobby Morehu dated 20 August 2025.

incorporation administering the Hatepe village. Bobby's submission includes the following statement:

> 9. The Additional Danny Evidence contains all sorts of false and otherwise outlandish accusations about me by Judy Morehu. I have forgiven her for those and we have made our peace. Judy is a strong, smart woman and was a loving wife of my father. They enjoyed a wonderful marriage and Judy was distraught when my father died (which partly explains her historic accusations against me). But Judy could of course never continue to occupy the Homestead after my father died, because she was not entitled to do so – not being, under the Gazette notice, a "successor" of Iapeta and Bella.
>
> 10. In March 2020, I briefly decided to vacate the Homestead voluntarily and then quickly reversed my decision and chose to remain. I was of course fully entitled to change my mind – that was my prerogative. I had intended to leave temporarily and then "earn" my way back by persuading those who oppose my occupancy that I'm the most appropriate person to occupy the Homestead (which I am). But I soon realised that there was a significant risk that rightful occupancy of the Homestead would not be determined on the merits, and I may not have been able to resume occupancy. I became particularly worried about the stability of the Homestead and Reservation, if others were to move in. I therefore decided to stay. Simple as that.[17]

[72] Bobby also filed a sworn affidavit dated 9th of June 2026 in support of Debbie Morehu's application for injunction to restrain trustees from acting on the eviction notice. In that affidavit, Bobby says:

> 3. On or about 18 December 2017, I was pressured into signing a Memorandum of Understanding (MOU) regarding my residency. This document was presented to me by Danny Morehu, who signed as the "Homestead Trustee."
>
> 4. I am now aware that the copy of the MOU I was given is missing sequential Clauses 5 and 6. I was never shown or made aware of what those missing terms contained.
>
> 5. Under Clause 4 of that invalid document, I was instructed that I had to personally cover all local council rates and separate water rates to stay in the home. Acting in continuous good faith and under severe administrative duress, I complied and routinely transferred my personal funds out of pocket.
>
> 9. Combined with my financial logs and bank statements, I present this affidavit to support our whanau application to declare the 2017 MOU void, stop the informal eviction attempts, and secure full financial restitution from the Trust.

[73] On the same day the eviction notice was served upon Bobby, he submitted an application under the new "Terms of Reference" for occupancy in accordance with that document. Bobby completed the application form included as 'Appendix A' of the Terms of Reference. He records that he is the first-born son of the late Robert Tutehekengarangi

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[17] Further Submission of Bobby Morehu dated 14 October 2025.

Morehu who is one of 12 children of Iapeta and Arapeta Morehu. Bobby ticked the box for a long-term occupancy (12 months plus) with a proposed start date as "immediate /continuous."

[74] At Clause 5 of the form "Purpose of Occupancy", applicants are asked to share why they want to be considered to live at the homestead. In this section, Bobby writes:

> The applicant resides at the ancestral homestead as a legally vested successor under the 2018 Vesting Order (Ref: A20180002440). The purpose is to maintain a continuous, active whanau presence on his late fathers 12th share. To meet the Trust's standards, the applicant commits to personally maintaining the lawns, gardens, and general property upkeep. Furthermore, the applicant commits to paying his proportionate share of the fortnightly Taupo District Council rates and contributing directly toward full replacement property insurance cover as coordinated by the Trust Board.

[75] I note the reference to the 2018 vesting order appears to be a reference to orders for succession to Bobby's father made on the 16th of July 2018 (at 388 Aotea MB 49). It is relevant at this point to note that Bobby's father does not hold a 12th share in the reservation lands. He was excluded from succession to his father's Māori land interests, such interests as he held at the time of his death were the result of gifting from some of his siblings. The reservation land (Lot 73 Deposited South Auckland 12698) was not among the Māori land interests held by Robert Snr at the time of his death. Robert Snr was included as a beneficiary of the reservation by way of whānau arrangement recorded in the Court minutes at the time the reservation was established.

[76] At Clause 9 of the form, there is a declaration immediately before Bobby has signed recording that the applicant understands (among other things) that:

- Occupancy is not ownership;
- Occupancy may be terminated if conditions are not followed;
- My tenure is defined and time framed.

[77] Bobby's signature then follows and dated 9th of June 2026.

Kupu whakatau e pā ana ki te whakawhirinakitanga me te aukati āheinga tōkeke
Conclusions on Reliance and Estoppel

[78] I have set out at some length the evidence concerning the origins of the 2017 MoU and subsequent events, not only because they go to the question of reliance and estoppel, but also because there are significant intergenerational issues at play which need to be acknowledged. They also need to be understood because they are an important part of why the parties hold sincerely held but substantially different points of view about the homestead and rights of occupation over time.

[79] A significant factor driving Bobby's attitude and behaviour concerning occupation of the homestead is his belief that he is the person most entitled to do so by reason of his mātāmua status. A secondary issue appears to be his concern that others (such as Maria and Florence) would not be able to maintain the homestead and grounds to the required standard.

[80] On the other side, there is considerable evidence in statements and submissions to the Court and in minutes of a number of whānau hui that show that the wider whānau do not accept that Bobby is entitled to reside at the homestead for life on the basis that he is the son of the first-born son. Occupation is seen as a privilege, not a right. These views are captured in the submission of Mere Wall dated 16th October 2025 where she says:

> 6. My submission supports the removal of my cousin Bobby from the Homestead for the following reasons:
>
> > IV. Bobby belief he is the Matamua of the whanau being the son of the first-born son, entitles him to the homestead to pass to his oldest son is not how we were raised, nor the intention of his Koro Iapeta. His father is not the oldest of the siblings, it is Awhina Parkinson.
> >
> > V. Iapeta did not believe in nor practice the tradition of Matamua. Instead, he encouraged his tamariki and mokopuna equally to contribute to the growth and wellbeing of Hatepe through korero, teachings, kiwaha and hardwork. He instilled in us our responsibilities to whanau, hapu, and Iwi. He taught us Tino Rangatiratanga.
> >
> > VI. His last Will & Testament reflects this. The Homestead and whenua to eleven of children equally. The gifting of his shareholding in maori land blocks to his children and mokopuna, respectively.

[81] At the hearing on the 4th of September 2026, Danny Morehu said:[18]

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[18] 546 Aotea MB 76-97 (546 AOT 76-97) at [94].

> Well what person puts himself ahead of a uri, of a uri, ahead of his aunties who are in their seventies now who were wanting to go home for a period of time? Now what individual person does that and says no I am the rangatira I am the mātāmua, this is my right?

[82] The context out of which the 2017 MoU arose is important as it shows the trustees, together with the whānau, again grappling with issues concerning arrangements for occupation of the homestead consistent with their understanding of the legacy left by Iapeta and Bella. It appears that Bobby's father effectively asserted a lifetime right to occupy by simply by taking up residence, a situation which seems to have been broadly accepted over time by trustees and the whānau, notwithstanding resistance to the idea that he had such a right and periods of tension, such as those leading to the 2010 hui. The lead-up to the 2017 MoU also highlights the difference of view between trustees and Bobby concerning his belief that he had a right to occupy that takes precedence over any other beneficiary (as mātāmua following the death of his father).

[83] With these considerations in mind, it can be seen that the 2017 MoU is an attempt to strike a balance which puts a framework around Bobby's occupation and records what is effectively a minimum set of expectations around consistency with the values set by Iapeta and Bella and responsibility for maintenance and outgoings. What the 2017 MoU does not do, in either express or implied terms, is grant Bobby a lifetime occupancy. The context and the express terms do not lend support to the idea that it would be reasonable for Bobby to take such a representation from the MoU.

[84] While the 2017 MoU does include an obligation for Bobby to meet outgoings such as rates and insurance, there is no provision for the payment of rent for the right to occupy. This, coupled with the lack of a defined term, means that the MoU is a license. Mr Bidois does not argue otherwise. Such rights as Bobby has to occupy are limited to those set out in the MoU. The Court of Appeal in *Fatac LTD* put it this way:

> Exclusive possession allows the occupier to use and enjoy the property to the exclusion of strangers…The reverse is true for a licensee. Lacking the right to exclusive possession, a licensee can merely enter upon and use the land to the extent that permission has been given.[19]

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[19] *Fatac LTD (in liq) v Commissioner of Inland Revenue* [2002] 3 NZLR 648 (CA) at [38]. As cited in *New Zealand Land Law* (3rd edition) Thomson Reuters [2017] at [583].

[85] I also conclude that the evidence simply does not demonstrate reliance by Bobby on the 2017 MoU sufficient to ground an estoppel. While at times Bobby has asserted a right to occupy based on the MoU, he has also at one point agreed to move out and then subsequently changed his mind. More recently, he has described the MoU as "void" and that he has wrongly been paying outgoings based upon it. In that same affidavit, he says he was pressured into signing the MoU and refers to it as an "invalid document." On the 9th of June 2026, he applied for a new occupation agreement under the 2026 Terms of Reference. Bobby's shifting positions as to the effect of the MoU do not support reliance sufficient to grant estoppel, and neither do the terms of the MoU support the argument that it would be unconscionable for the trustees to require Bobby to vacate before an implied term of 14 years had expired.

[86] As Mr Bidois fairly acknowledged, the fact that the MoU does not have a defined term means that it is a license to occupy, terminable on reasonable notice. Mr Bidois accepts this but subject to the application of equitable principles, in this case estoppel and unjust enrichment (by reason of improvements said to have been made to the whare by Bobby). Aside from ongoing maintenance, the only evidence available as to improvements concern the purchase of certain items for the whare which are in the nature of chattels (e.g. dishwasher and stove).

[87] I do not accept that any issue of unjust enrichment arises. The evidence establishes that Bobby has been in occupation since 2017, has met the requirements of the MoU concerning maintenance and payments of outgoings such as rates. He has not paid any rent for his occupation and there is no evidence of any significant improvements to the homestead itself (or the outbuildings).

[88] I also decline to grant equitable relief because I am not satisfied that there is sufficient evidence that Bobby has acted to his detriment in reliance on the MoU. Payment of outgoings such as rates were obligations Bobby agreed to when he signed the MoU and the same applies to the requirements that he maintain the homestead and grounds in a good condition. He has had the benefit of rent-free accommodation and updating household items such as whiteware cannot in these circumstances be seen as a relevant detriment.

[89] Bobby says as much in his affidavit of 28th of August 2026 when he records that, in reliance on his belief that he had a right to occupy for his lifetime, he took great care to

ensure the homestead was maintained to the highest standard and that fixtures and fittings were replaced as required. Bobby annexes evidence that he has paid the rates, insurance, and also had purchased an electric oven, ceramic cooktop, and a new dishwasher for the homestead. He goes on to say that "I am producing these documents as evidence I have always kept my side of the bargain under the occupation agreement." Bobby also deposes in that affidavit that he relied upon the occupation agreement in deciding to leave his paid employment in Taupo and commence his own business as a property maintenance contractor at Hatepe. He argues that if he is not permitted to continue living in the homestead, he would have to travel either from Tūrangi or Taupo which would compromise his ability to offer a competitively priced service, particularly for on-call or emergency matters.

[90] Taken together, I do not regard Bobby's compliance with the terms of the 2017 MoU and his recent changes to his employment status as giving to rise to a need to import equitable considerations and relief.

[91] The actual terms of the 2017 MoU and surrounding context make clear that the trustees never accepted Bobby's assertion of a lifetime right of occupancy. Neither is there any basis to infer an implied term that a right would be for the maximum allowable at law (14 years).

[92] The evidence also shows that there have been a number of attempts between the parties to try and resolve issues concerning occupation of the homestead since Bobby moved in in 2017. The development of the 2026 Terms of Reference can be seen in this context as part of an evolution of this process as trustees have attempted to adopt a more detailed and transparent set of criteria for current and future administration of the homestead and the reservation.

[93] In the development of that framework, trustees sought and obtained considerable feedback from beneficiaries. There was near unanimous support for the principles and policies set out in that Terms of Reference. Significantly, the Terms of Reference commence with a statement that the homestead was established by Iapeta and Arapeta as a place for temporary and shared whānau use and was never intended for permanent or exclusive individual occupation.

[94] The 2026 Terms of Reference and the principles outlined are entirely consistent with the purposes for which the reservation was gazetted. They are also a helpful statement of the principles and balances that will need to be struck concerning occupation of the homestead and ongoing responsibility for maintenance and outgoings.

[95] The wish expressed by Maria and Florence to have an opportunity to return to the homestead in which they were raised has been clear for a number of years. Having regard to the totality of the evidence, I do not consider that it is in any relevant sense unconscionable for the trustees to terminate Bobby's license to occupy and offer an occupation right to another beneficiary. The intervention of equitable relief is not warranted in this case in order to protect rights granted to Bobby under the 2017 MoU.

[96] The notice to vacate served on Bobby on the 9th of June 2026 required Bobby to vacate no later than 5pm, Tuesday 21 July 2026. This was a period of 42 days' notice. I see nothing unreasonable or unfair in that notice period that would warrant equitable or other relief.

Te pēhitanga
Oppression

[97] Mr Bidois argues (in reliance on the "good working rule" from the *Shelfer* case) that:[20]

> 10. In the circumstances of the present case, it is respectfully submitted that:
>
> (a) The injury to the applicants' legal rights is small (given they are not entitled to possession until 2031);
>
> (b) Any injury to the applicants is capable of being estimated in money (the respondent is willing to pay a realistic rental);
>
> (c) Payment of such rent would adequately compensate any injury to the applicants' rights; and
>
> (d) It would be oppressive to the respondent to grant the injunction and require him to vacate the homestead given his reliance on the homestead as the base for his property maintenance business.

[98] While I acknowledge that Bobby has a sincerely held belief that he is the rightful occupant of the homestead, coupled with a concern that others may not be able to meet

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20 Submission of Counsel for Respondent dated 28 August 2026.

required standards of maintenance, I cannot accept that it would therefore be oppressive (in the legal sense) to grant an injunction requiring him to vacate.

[99] I do not accept that, in the context of this case, it can be said the injury to the trustees' legal rights is small and one which can be estimated and compensated monetarily. The reservation was set apart (among other things) as a recreation area and tūrangawaewae for the common use and benefit of all the successors of Iapeta and Arapeta Morehu. The 2026 Terms of Reference conclude with this statement:

> The homestead is not merely a house, it is our tūrangawaewae, our repository of memory, our place where whakapapa lives and breathes, our ancestral land for whānau presence, a place for whānau to come home and enjoy, and a physical and spiritual place of belonging.[21]

[100] The evidence shows various attempts over time by the trustees to address occupation in ways that ensure the needs of various whānau are met, and outgoings and maintenance are seen to. A proposal at one time to sell the homestead to a whānau member was rejected and occupation has never been on a commercial or arm's length basis. The fundamental point of difference between Bobby and the trustees is the difference of view over whether a particular beneficiary line has a priority status by reason of descent from the first-born son. The evidence does not support Bobby's understanding that there ever was such a tikanga adopted or applied, either during the lifetime of Iapeta and Arapeta or since.

[101] In this context, I do not accept that it is therefore a minor injury to the trustees' legal rights for Bobby to remain in occupation and neither do I see payment of rent as the appropriate compensation for the right to occupy until 2031.

[102] The trustees have a legitimate interest in considering other beneficiaries who wish to occupy the homestead. Bobby has had the benefit of occupation for nearly 10 years. The trustees have a responsibility to balance the wishes of all beneficiaries and in the circumstances monetary compensation in the form of rent is not adequate compensation in circumstances where a mistaken but strong-minded occupant refuses to comply with trustee decisions and notice to vacate.

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[21] 540 Aotea MB 117-130 (540 AOT 117-130) at [40].

[103] Finally, I do not see it as oppressive that Bobby is required to vacate due to his recent change in employment arrangements. To the extent this argument is based on reliance on the 2017 MoU, I do not accept that any such reliance is reasonably placed for reasons already outlined.

Te pokanoa
Trespass

[104] Mr Bidois argues that the trustees are not entitled to an injunction because they cannot satisfy the elements of an action and trespass. He argues:

> 14. In particular, reliance is placed on the occupation agreement as evidence that the respondent is not occupying the homestead "without lawful justification". To counsel's understanding, there has been no breach of that agreement and there has been no explanation from the applicants as to how or why they believe that agreement is now at an end.

[105] As noted previously, the 2017 MoU is in the nature of a license to occupy terminable on reasonable notice. The evidence clearly shows that Bobby has been given notice to vacate on a number of occasions since 2017 and most recently by notice to vacate dated 9th of June 2026. By decision dated 2nd of July 2026, I declined to grant an injunction preventing trustees from relying on that notice to vacate and accordingly Bobby was required to vacate the homestead on or before 5pm, 21 July 2026. I therefore do not accept that Bobby remains in lawful occupation.

[106] Such rights as Bobby had to occupy the homestead pursuant to the 2017 MoU (or otherwise) were clearly brought to an end by the notice to vacate on the 9th of June 2026. On and from the expiry of that notice period, Bobby has no legal right to remain in occupation. His ongoing refusal to leave constitutes a trespass.

Ngā matāpono o Te Ture Whenua Māori Act 1993
Principles of the Act

[107] Mr Bidois argues that even if his previous arguments are not accepted, then the Court in the exercise of its overall discretion as to whether to grant an injunction should not do so having regard to the conduct of the parties. He argues that Bobby's conduct is beyond reproach as he has been an exemplar of the principle of kaitiakitanga and a selfless custodian for the homestead.

[108] Mr Bidois also relies on s 17(1)(b) and the objective of promoting the effective use, management, and development by or on behalf of owners of Māori land. In that context, he notes the need for security of tenure for those who occupy Māori land and argues that granting an injunction in these circumstances would mean that all occupiers of Māori freehold land are in jeopardy of having their tenure summarily terminated, without cause, and on grounds no more deserving then that the trustees simply changed their minds.

[109] I have traversed a good deal of the evidence concerning occupation of the homestead, both before and after the reservation was gazetted, because there are significant intergenerational issues which trustees and beneficiaries of this reservation have been grappling with for a considerable period of time.

[110] It is simply not correct to characterise the circumstances in which Bobby has been given a notice to vacate as some kind of arbitrary change of mind on the part of the trustees. Having regard to the context and history, I think the more relevant of the s 17 provisions is s 17(2)(d), (e) and (f). These provisions speak to the need to protect minority interests against an oppressive majority and to protect majority interests against an unreasonable minority, and also to ensure fairness in dealings with the owners of land and multiple ownership. Finally, the Court must have regard to the objective of promoting practical solutions to problems arising in the use or management of any land.

[111] For reasons outlined, I consider Bobby's belief that he is entitled to primacy of occupation is misplaced. It is noteworthy that his counsel Mr Bidois has a similar view. When I asked him whether the key issue in dispute was the difference in view between Bobby and the trustees around the idea that there is some priority of right for Bobby and his whānau coming down from his father, over and above other reservation beneficiaries, Mr Bidois responded: [22]

> Not in these proceedings Your Honour. I wouldn't rely on what Bobby has said to the trustees in whānau hui about having a right of occupation inherited from his father because that doesn't make sense to me. What makes sense to me is the arguments that I've put forward which are equity and…

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[22] 546 Aotea MB 76-97 (546 AOT 76-97) at [89].

[112] I also think that in order to ensure fairness between beneficiaries, it is appropriate to uphold the trustees right to offer the right of occupation to another beneficiary and to require Bobby to vacate.

Kōrero whakakapi
Concluding observations

[113] While there is evidence of ongoing trauma within the whānau arising from Robert Senior's conviction, incarceration and subsequent conduct towards his father and some members of the whānau over time, there is also considerable evidence of aroha and manaaki towards Robert Senior and his whānau. Despite often sharp disagreement, there is also acknowledgement from Iapeta and Arapeta's surviving children that Bobby has done a good job looking after the homestead and the grounds during his time in occupation. At times, the parties have come close to agreement.

[114] It is clear however that whānau relationships are considerably strained by reason of this ongoing dispute over occupation of the homestead. How Bobby responds to this decision will have important implications for those relationships going forward. I encourage Bobby to consider this decision with that in mind.

Ngā Ota
Orders

[115] The Court makes the following orders pursuant to Sections 19, 37(3) and 20 of Te Ture Whenua Māori Act 1993:

(a) Pursuant to section 20(d) of the Act, there is an order requiring Bobby Morehu, his partner Kelly Manhire, their children, and any of their agents, contractors or invitees to, within 7 days from the date of this decision, remove themselves and their posessions from the Lot 73 Deposited Plan South Auckland 12698 Māori Reservation;

(b) Pursuant to section 19(1)(a) of the Act, and until further order of the Court, there is an order by way of permenant injunction to take effect on and from seven days from the date of this decision prohibiting Bobby Morehu, his

partner Kelly Manhire, their children, and any of their agents, contractors or invitees, from:

(i) Entering or occupying any part of the Lot 73 Deposited Plan South Auckland 12698 Māori Reservation including the homestead and other buildings on the reservation; and

(ii) Preventing, obstructing, impeding or otherwise hindering the reservation trustees, their employees, agents, contractors, leasees and invitees from entering on, occupying, or leaving the the Lot 73 Deposited Plan South Auckland 12698 Māori Reservation.

I whakapuakina i te 4pm i Te Whanganui-a-Tara, i te 16 o ngā rā o Hiringa-ā-nuku i te tau 2026.

Pronounced at 4pm in Wellington on this 16th day of October 2026.

M J Doogan
JUDGE