

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

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

AP-20260000007828

WEHENG
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

DEBBIE MOREHU
Te kaitono
Applicant

ME
And

TRUSTEES OF THE MOREHU WHANAU
HOMESTEAD HATEPE
Ngā kaiurupare
Respondents

Kōtitanga: 2 July 2026
Hearing (Heard at Palmerston North)

Whakataunga: 2 July 2026
Judgment date

TE WHAKATAUNGA Ā-WAHAA KAIWHAKAWĀ M J DOOGAN
Oral Judgment of Judge M J Doogan

[1] I am going to give an oral decision on the application for the interim injunction. Because it is an oral decision I will reserve the right to tidy up the formatting and the detail once it is typed back, but the substance of the decision won't change.

[2] This is an application by Debbie Morehu brought on behalf of her uncle, Mr Bobby Morehu, for an interim injunction. The application is dated the 10th of June 2026 and requests an urgent interim without-notice ex parte residential injunction under section 19(1)(a) of Te Ture Whenua Māori Act 1993. The application relates to Lot 73 Deposited Plan South Auckland 12698 (Morehu Whānau Homestead, Hatepe Māori Reservation). The applicant seeks an immediate order to stop the respondent trustees from executing, enforcing, or progressing an active 42-day eviction notice served on Bobby Morehu, on the 9th of June 2026.

[3] The application goes on to say the order must safely secure Bobby Morehu's continued uninterrupted residency at the homestead until a full court hearing determines the validity of the 2017 memorandum of understanding. The grounds for the injunction include that the resident, Bobby Morehu, faces an active, severe threat of displacement and homelessness due to the 42-day eviction notice and that the underlying 2017 MOU used by the trustees to justify the eviction is contractually invalid, defective and is missing essential clauses.

[4] It is further said that the eviction relies on a false financial claim regarding property and water rates under duress, when official council and trust data prove these rates are settled automatically via trust direct debit. And the application is exceptionally urgent, made without notice to prevent irreversible harm and trauma to a vulnerable elder occupant of an ancestral reservation land, as detailed in supporting papers.

[5] I directed that the application and the supporting papers be served upon the trustees and set the matter down for a hearing today by electronic means. So, in attendance at the hearing today were Debbie Morehu with Mr Bobby Morehu and trustees, Mr Danny Morehu, Florence Putaura, Maria Morehu, and Te Paea Parkinson. Also in attendance was Mere Wall. In advance of the hearing, I also received responses from a number of the trustees and from Mere Wall to various matters of fact raised in the application.

[6] The issues brought to a head in this application have been before the court for some time. In 2024 Maria Morehu and Florence Putaura filed an application for dispute resolution, which came before me at a regular sitting of the court in Tūrangi in 2025. The issue they raised was Bobby Morehu's occupation of the homestead and ongoing refusal to leave. After hearing from the parties, the application was converted to an application for inquiring into the administration of the reservation, and a number of steps have since taken place as a result of that proceeding.

[7] Of relevance to this injunction application is the hearing that took place on the 5th of December 2025 after which I issued directions on the 8th of December 2025, (at 521 Aotea MB 15-17). Of immediate relevance was the fact that the new cohort of trustees intended to develop a policy around occupation of the homestead which was to be much broader than the 2017 MOU and was to set out principles going back to establishment of the reservation and clarification as to how decisions about future occupation of the homestead were to be made by the trustees going forward. The trustees would lead development of the policy and seek feedback from beneficiaries.

[8] I endorsed that idea and I encouraged Mr Bobby Morehu to participate in the development of the policy concerning future use and occupation of the homestead. Mr Morehu's occupation of the homestead was the central issue in the initial application brought by Florence and Maria for dispute resolution.

[9] Since the December hearing I had an opportunity to visit the reservation on the 9th of March this year and was shown the location of the homestead, the boundaries of the reservation and was able to meet with Mr Bobby Morehu, Mr Danny Morehu, Florence Putaura, Maria Morehu and a number of others who were present on that day. I was able to have a discussion and understand some of the history of the reservation and was also shown the whare with some of the whakapapa and history shown on the walls. This is the whare adjacent to the reservation at the back of the tennis courts.

[10] With the papers filed in support of the application for the injunction is a copy of a Terms of Reference that the trustees have developed, and I understand adopted at a meeting in June this year. On the 9th of June an eviction notice was served on Mr Bobby Morehu

signed by the chairperson of the reservation trustees, and that notice includes the following, and I quote:

I write to you following recent trustee meetings to review whānau feedback to the draft terms of reference and homestead occupation application form. The trustees have concluded that the current occupation of the family homestead does not meet the terms of reference vision and purpose. Trustees also recognise the significance of the home to the greater uri of Arapeta rāua ko Iapeta and acknowledged that this decision for you and Kelly to vacate the homestead will have a personal and practical impact for you both. The trustees appreciate your cooperation and look forward to a smooth transition and to bring this matter to a timely and respectful conclusion. You are therefore formally advised you are required to vacate the family homestead no later than 5 pm, Tuesday, 21 July 2026.

[11] The notice says that the 42-day notice period was offered with respect and fairness in mind, giving time to remove personal belongings, and it concludes by noting that if the homestead is not vacated by that date the trustees would take formal steps to enforce the decision, and the trustees hope that will not be necessary.

[12] The injunction application was filed in response to the eviction notice. I was able to clarify with the parties, that the eviction is based on the Terms of Reference developed this year by the trustees, and not the 2017 memorandum referred to in the application.

[13] In oral submissions in support of the application Debbie Morehu said that the application was also for a permanent injunction, and for removal of trustees, and for compensation. In this decision I am dealing solely with the application for the interim injunction. There is no application before the court in relation to removal of trustees.

[14] I will first summarise the legal principles the court must consider on an application for an interim injunction, then I will turn to applying those principles to the facts as I understand them.

[15] So first an interim injunction is a discretionary remedy. It's something the court may grant if it's satisfied on the evidence first, that there is a serious question to be tried. If so, then the court needs to consider the needs of Mr Bobby Morehu in this case, set against those of the trustees and beneficiaries, and determine where the balance of convenience lies. It is not a rigid formula. At the end of the day the fundamental question is where do the interests of justice lie.

[16] It is also relevant to note the court's general jurisdiction under Te Ture Whenua Māori Act 1993 and in particular section 2 which places a duty on the court and all those exercising powers under the Act to exercise those powers so far as possible to promote the retention, use, development, and control of Māori land as a taonga tuku iho by Māori owners.

[17] Section 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 section 17 sets out further objectives of the court when exercising powers, and I note the following of relevance. Subsection (d) "To protect minority interests in any land against an oppressive majority, and to protect majority interests in the land against an unreasonable minority." (e) to ensure fairness in dealings with the owners of any land in multiple ownership. (f) to promote practical solutions to problems arising in the use or management of Māori land.

[18] So, turning to the two steps to be addressed in considering the grant of an interim injunction. The first being is there a serious question to be tried. That requires the court to consider what is alleged and what the applicable law is to see whether there is a tenable combination of issues of law and fact upon which the applicant for the injunction could succeed.

[19] I will turn first to summarise some of the key factual matters. So, in terms of the history of the homestead which is the whare that Mr Bobby Morehu has been occupying since around 2017, that homestead was established by Mr Bobby Morehu's grandparents, Iapeta and Arapeta Morehu.

[20] In a submission filed in response to the application dated the 30th of June 2026, Mere Wall sets out some of the history of the whare. It includes the following two paragraphs from one of her earlier submissions.

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 of 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.

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.

[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.

[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 committed 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.

[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 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.

[28] Once the reservation was established and trustees are appointed, the legal principle which is conveniently captured in the Māori Appellate Court decision of *Eriwata* is that it is the trustees who decide who may occupy the land. While that case concerned an ahu whenua trust, the principle applies also to a reservation. So, when trustees are appointed they take legal ownership. The owners in their shares have beneficial or equitable ownership but do not have legal ownership, and do not have the right to manage the land or occupy the land. The appellate court said:

Trustees are empowered and indeed required to make decisions in relation to the land, and they are often hard decisions. Their power and obligation to manage the land cannot be overridden by any owner or group of owners or even [the court], so long as the trustees are acting within their terms of trust and the general law, and it reasonably appears that they are acting for the benefit of the beneficial owners as a

whole. Decisions to be taken for the land are to be the decisions of the trustees. They decide who can enter and who can reside there, and how the land is managed.¹

[29] The current trustees including those I appointed recently as replacement trustees are: Arapera Bernadette Morehu Quinlan, Daniel Rewiri Walker, Te Paea Parkinson, Anahera Rose Tito, Maria Morehu, Danny Raniera Morehu, Mairehau Te Ua Ani Cleave, Morehu Robert Koopu, Rina Anita Pakome, Tukutuku Florence Morehu-Putaura.

[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. I understand that minutes are available of that meeting, and there is a direction that the trustees are to file those minutes with the court, and a copy be made available to Debbie Morehu and Mr Bobby Morehu.

[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

¹ *Eriwata v Trustees of Waitara SD Sections 6 & 91 Land Trust* (2005) 15 Aotea Appellate MB 192 (15 WGAP 192) at [5].

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.

[42] I note that on the same day that the eviction notice was served upon Mr Bobby Morehu, an appendix A application form on behalf of Bobby Morehu was submitted. It forms part of the papers that had been filed in support of the injunction application. That records that Bobby Morehu is the firstborn son of the late Robert Tutekengarangi Morehu who was one of 12 children of Iapeta and Arapeta Morehu. Seeks a long-term occupancy, 12 months plus.

[43] In terms of the purpose of occupancy, it is stated that the applicant Bobby Morehu resides at the ancestral homestead as a legally vested successor under the 2018 vesting order. There is a reference to A20180002440. The purpose is to maintain a continuous active whānau presence on his late father's 12th share. To meet the trust 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 Taupō District Council rates. Contributing directly towards full replacement property insurance cover as co-ordinated by the trust board.

[44] So to briefly recap I have summarised some of that context and background so that I can address the first of the two steps required which is, is there a serious question to be tried which would warrant an interim injunction so that matters are put on hold to allow for a full hearing of contested matters of fact and law. As I understand Mr Bobby Morehu's position, it is said that notwithstanding the establishment of the reservation and the appointment of reservation trustees, he has a right of ongoing occupancy by virtue of his father's occupancy and his status as mātāmua in the whānau line, and that, among other things, his right to occupy is recognised and affirmed when succession took place to his late father's Māori land interests in or about 2018.

[45] Amongst the papers filed is the Will of Robert Tutekengarangi Morehu (Robert Senior) which is dated 18th of March 2005. Pursuant to the Will Mr Morehu's wife, Cathleen Stevens Morehu, his daughter Teresa Morehu, and his son Bobby Morehu, are appointed executors and trustees. Pursuant to clause 3, all interests in Māori land go to his wife Cathleen Judith Stevens Morehu for her use and benefit during her lifetime and from her death or remarriage to his seven children (including Mr Bobby Morehu.) There is no specific reference in the Will to the homestead on the reservation land.

[46] This is not surprising as Bobby Senior did not own the homestead and neither did he succeed to shares in the reservation land. I understand that some shares in Iapeta's Māori land were later gifted to Bobby Senior by some of his siblings following succession to Iapeta's estate.

[47] Returning to the general principles I noted earlier, it is clear to me that on and from the time of the establishment of the reservation in 1986 the legal power and authority to

make decisions around occupation of the homestead rests with the trustees of the reservation and continues to rest with the trustees of the reservation. While Bobby Senior was included as a beneficiary when the reservation was established, he had no greater rights than any other beneficiary.

[48] I am not persuaded that there is anything in the evidence available that would displace the principle that it is for the Trustees to decide who may occupy, and so on that ground alone I would conclude that there is not a serious question to be tried. However, in the event that I am wrong on that ground, I will go on to consider the second part of the assessment the court would undertake on an application for an interim injunction, which is where does the balance of convenience lie. That requires a balancing of what would be the injustice caused to Mr Bobby Morehu if an interim injunction is refused, set against the injustice to the respondent trustees, and others, if the injunction is granted but then discharged later in a substantive hearing.

[49] It is a question of balancing the risk of doing an injustice one way or the other. The question about occupation of the homestead and particular Mr Bobby Morehu's right for long-term occupation has been the subject of discussion and some dispute for a number of years. There have been previous attempts to mediate, and there have been previous proceedings in the Tenancy Tribunal which did not result in any clear outcome.

[50] As part of the process underway since the matter first came before the court last year, trustees have developed the Terms of Reference that I have referred to. I understand from the documents filed, and from what trustees have advised me today, that there is very widespread support from beneficiaries who engaged with the process to develop the Terms of Reference, I have seen some of that commentary in support in the correspondence filed with the papers before the court.

[51] I accept that there would clearly be some hardship to Mr Bobby Morehu by reason of a requirement that he move out of a dwelling that he has been in occupation for the last 7 or 8 years. I also acknowledge, and I do not think there is any dispute, that he has been doing a good job maintaining the grounds and the area around the whare, as part of the reservation, and as I understand it there is no dispute that he has, in addition to those obligations, been meeting the requirements in terms of the payment of rates or any other outgoings.

[52] Standing back and assessing this question of the balance of convenience, or the overall justice of the case, I consider the following factors to be relevant in how I assess the question of the relative injustice or hardship caused to Mr Bobby Morehu, set against the possible injustice or hardship caused to other beneficiaries of the reservation, including two of the remaining children of Iapeta and Arapeta who have expressed a wish to return to be able to reside at the homestead where they were raised (Maria and Florence).

[53] The overall tenor of the memorandum of understanding, and the tenor of the points made to the court by Florence Putaura and by Maria and others is that it is not tika or fair that just one whānau, or one person asserts against all others the right to occupy. I agree the homestead should be available to others in the whānau. Following a proper process is open to the trustees to decide that it be offered to one or other of Maria and Florence who have been seeking the opportunity to go back and reside there. It is also open to the trustees to decline the application of Bobby Morehu for a continuing right to occupy. He has no particular legal right to remain in occupation. He has no greater right to occupy than any other beneficiary.

[54] I acknowledge what Mr Bobby Morehu has said about the work that he does there. He expressed some concern that others may not appreciate what is required in order to maintain and look after the reservation. I acknowledge the concern but also see it as something that is squarely addressed in the Terms of Reference. The trustees have put in place the framework which makes it quite clear what the overall objectives are for the long-term use, occupation, maintenance, and upkeep of the homestead, and there are requirements placed on any person who occupies to meet those standards, and that is ultimately a matter for the trustees to monitor and supervise.

[55] On balance, given the history of this particular issue which include efforts over several years to reach agreement with Bobby to vacate. I conclude that the balance of convenience lies with the trustees, and their right to make a decision at this time to bring Bobby's occupation to an end and offer the occupation to Maria or Florence.

[56] So, on that second ground, I would also decline to grant an interim injunction. That therefore concludes my reasoning on the application for the interim injunction. The application is dismissed.

I whakapuaki i te wā 12pm i Te Whanganui-a-Tara, i te 2 ngā rā o Hūrae i te tau 2026.

Pronounced at 12pm in Wellington, on this 2nd day of July 2026.

M J Doogan

JUDGE