

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

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

AP-20240000013810

WĀHANGA <i>Under</i>	Section 19, Te Ture Whenua Māori Act 1993
MŌ TE TAKE <i>In the matter of</i>	Waotu South 17 and Lot 1 Deposited Plan 330544
I WAENGA I A <i>Between</i>	DAWN PYNE, DONNA LEE PAERIMATA SMITH, PHILLIP (SCOOP) SIMMONDS, MARY SIMMONDS, RAHERA (CONNIE) MITCHELL, PENETI (BEN) BENNET SIMMONDS AND MIKAERE HEIHEI Ngā kaitono <i>Applicants</i>
ME <i>And</i>	HINE RAUWHERE, PHILLIP SAMUELS AND RUTHANA BEGBIE AS TRUSTEES Ngā kaiurupare <i>Respondents</i>

Nohoanga: <i>Hearing</i>	5 May 2025, 333 Waiariki MB 27-44 (Heard at Rotorua)
Kanohi kitea: <i>Appearances</i>	Ms T Barker and Mr H Richards-Coxhead for Applicants Mr D Stoevelaar and Ms R Tamati-Parata for Respondents
Whakataunga: <i>Judgment date</i>	8 April 2026

TE WHAKATAUNGA Ā KAIWHAKAWĀ T M WARA
Judgment of Judge T M Wara

Hei tīmatanga kōrero*Introduction*

[1] The applicants have raised serious concerns about the administration of Te Raparahi Lands Trust and seek an interim injunction under s 19(1)(b) of Te Ture Whenua Māori Act 1993 to prevent the trustees from making significant financial and operation decisions until such time as their concerns have been adequately addressed.

[2] The applicants are Dawn Pyne, Donna Lee Paerimata Smith, Phillip (Scoop) Simmonds, Mary Simmonds, Rahera (Connie) Mitchell, Peneti (Ben) Bennet Simmonds and Mikaere Heihei. The respondents are responsible trustees of the Te Raparahi Lands Trust, and include Hine Rauwhero, Phillip Samuels and Ruthana Begbie. The trustees oppose the orders being sought.

[3] The issue for determination is whether an interim injunction ought to be granted to prevent the trustees from making significant financial and operation decisions.

He aha te kaupapa mō te kēhi nei?*What is this case about?*

[4] Te Raparahi Lands Trust is an ahu whenua trust that was constituted in 1981 to administer Waotu South 17. Waotu South 17 was 221.0152 hectares of Māori freehold land located to the east of Lake Awapuni and to the northwest of Tokoroa.

[5] In 2003, the trustees sought approval to acquire adjoining land to Waotu South 17. An order was granted by this Court, permitting the trust to purchase Lot 1 DP 330544 containing an area of 26.606 hectares, and that the acquired land form part of, and follow the destination of the corpus land. The legal description of the land is Lot 1 DP 330544 and Waotu South 17, and in total is 247.6212 hectares of Māori freehold land.

[6] The trustees responsible for this acquisition have continued to hold office since 2003.

[7] Following the 2003 acquisition, the trustees have purchased additional General land, including the land referred to as the Tauroa block. This was then subject to subdivision, where part of the block was sold.

[8] Despite the trustees being required to hold general meetings every three years, there were no meetings from 2019 to 2023. The General Meeting in 2024 was the first meeting since 2019, and several issues were raised, including concerns about land transactions.

[9] The applicants have applied for an injunction, following their concerns about the business and administration of the trust.

Ko te aha te ture e pā ana ki te ōta tāria?

What is the law regarding interim injunctions?

[10] The applicants seek an interim injunction pursuant to s 19(1)(b) on the basis that there are actual or pending proceedings before the Court. An interim injunction is brought under this section when there are proceedings pending before the Court and the injunction will maintain the status quo until these proceedings are concluded.¹

[11] In *Roseneath Holdings Ltd v Grieve*, it was stated that an interim injunction would, “protect the plaintiff from harm occasioned by any breach of rights, that is the subject of current litigation.”²

[12] In this case, the interim injunction is sought to prevent the applicants from harm because of any breach of trust duties by the respondents. A substantive application for the review of trust was filed pursuant to s 231 of the Act, however this application was not registered until recently.

[13] In assessing whether an interim injunction should be granted, it is well settled that the applicants must show that there is a serious question to be tried; the balance of convenience favours the applicant; and that the overall justice of the case supports the grant of an injunction.³

¹ Since the filing of the application for interim injunction, further applications have been filed, seeking a review of trust and the enforcement of obligations of trust.

² *Roseneath Holdings Ltd v Grieve* [2004] 2 NZLR 168 at [35].

³ *Lomax v Apatu – Awarua o Hinemaru Trust* (2013) 22 Takitimu MB 282.

He pātai motuhake hei whakawā*Is there a serious question to be tried?*

[14] The applicants say that there is a serious question to be tried, as there have been several issues with the administration of the trust, including apparent breaches of the Trust Order and breaches of trustees' duties and obligations.

[15] The alleged breaches of the Trust Order, as set out in counsel's submissions are as follows:

- a. Clause 3(b)(i): purchase of General land by the trust, where the land is not vested in the beneficiaries of the trust as Māori freehold land, and it is unclear as to whether the lands are subject to the Trust Order.
- b. Clause 7: while an annual general meeting was held in 2025, prior to that the last meeting was in 2018.
- c. Clause 7(c)(ii): failure to provide annual financial account on request.
- d. Clause 7(d)(i): failure to apply for review when mandated in 2013.

[16] The alleged breaches of trustee duties, as set out in counsel's submissions are as follows:

- a. Breach of duty to comply with terms of trust: as per above paragraph.
- b. Breach of duty to avoid conflict of interest: sale of trust land to Ms Begbie's son; insufficient information disclosed as to whether the conflict was properly managed.
- c. Breach of duty of impartiality: as per above transaction.

[17] In addition, counsel submits that there are restrictions on the sale of land which have not been complied with, including compliance with s 150A of the Act. Furthermore, there has been a failure to provide relevant trust information which has resulted in the beneficial owners being unable to hold the trustees to account.

[18] In response to the applicants' claims, counsel for the respondents submit there is not a serious question to be tried. It is submitted that the trustees have acted in accordance with the Trust Order and the wider powers set out in the Act, and although there may be breaches of the Trust Order, they are irregularity and technical breaches, and do not meet the threshold of an injunction. As to the specific claims, counsel submits as follows:

Clause 3(b)(i): power to buy land

- a. Counsel submits that the alleged breach is refuted. Trustees say that they purchased General land as they are authorised to do so, and that the land is subject to the Trust Order. As to the trustees' names being recorded on the title, this is in accordance with the Lands Transfer Act 2017. Counsel submits that the trustees hold legal title on behalf of the beneficiaries of the trust.

Clause 7: Obligations

- a. Counsel submits that the trustees acknowledge that the failure to hold general meetings every three years in accordance with clause 7(a)(i) is a technical breach of trust. They say that they were unable to hold a general meeting between 2020 and 2022 because of the Covid-19 pandemic.
- b. In relation to the failure to produce reports in accordance with clause 7(c)(ii), counsel submits that the trustees were unable to produce timely reports for the years 2020, 2021 and 2022 because of Covid-19. However, reports for the period of 2019 to 2024 were available on request, and presented at the 2025 general meeting.
- c. As to the requirement for the trustees to apply for a review of trust in accordance with clause 7(d)(i), the trustees acknowledge the lack of review, however they relied on advice to the contrary.

Alleged breaches of trustee duties

- a. Counsel submits that the duty to avoid a conflict of interest, and the duty of impartiality have not been breached. A conflict of interest was raised, and properly managed, with Ms Begbie not participating in discussion regarding the sale of land to her son.

[19] In addition, counsel submits that the application should be dismissed on the basis that injunctions cannot be awarded after the fact, as an injunction can only be granted to prevent harm: *American Cyanamid Co v Ethicon Ltd*.⁴ Further, it is submitted that Donna, Dawn and Mikaere did not have legal standing as they are not beneficial owners.

Te whakataunga

Decision

[20] The starting point, when considering whether there is a serious question to be tried, is an assessment as to the strength of the applicants' case.

[21] The applicants say that there is a serious question to be tried, as contained in their application for review of trust, as there have been several issues with the administration of the trust. There is no doubt that the trustees failed to comply with clause 7 of the Trust Order, this has been accepted by the trustees. As to the other matters raised, this is contested, and a proper inquiry will need to take place.

[22] The concerns raised by the applicants relate to decisions and actions that have already been made, rather than future actions. The applicants have not identified any pending issues for the trust that could result in irreversible harm or prejudice that would justify immediate Court intervention to protect their rights or the assets of the trust until such time as the review is concluded. Simply having a substantive application before the Court does not justify Court intervention, rather, harm must be identified to justify the protection being sought.

[23] For these reasons, I am not satisfied that there is a serious question to be tried, and the application is dismissed. Given this finding, it is unnecessary to consider any other issues raised.

[24] As to the issue of costs, counsel are to file submissions no later than Wednesday, 20 May 2026.

⁴ *American Cyanamid Co v Ethicon Ltd* [1975] AC 396 (HL).

I whakapuakina i te 2:00 pm i Rotorua, i te tuawaru o ngā ra o Āpereira i te tau 2026.
Pronounced at 2:00 pm in Rotorua on Wednesday this 8th day of April 2026.

T M Wara
KAIWHAKAWĀ