

**I TE KOOTI WHENUA MĀORI O AOTEAROA
I TE ROHE O WAIKATO MANIAPOTO**

*In the Māori Land Court of New Zealand
Waikato Maniapoto District*

AP-20230000034719

WEHENG
Under

Sections 109AA and 242, Te Ture Whenua Māori
Act 1993

MŌ TE TAKE
In the matter of

Succession to Gary Robinson

I WAENGA I A
Between

KATHLEEN HINETI ROBINSON
Te Kaitono
Applicant

ME
And

LEAH ROBINSON, TONI ROBINSON AND
NICOL WATTS
Ngā Kaiurupare
Respondents

Kōtitanga:
Hearing

9 April 2024, 265 Waikato Maniapoto MB 236-250
(Heard at Hamilton)

Whakataunga:
Judgment date

17 December 2025

TE WHAKATAUNGA A KAIWHAKAWĀ R P MULLINS
Judgment of Judge R P Mullins

Hei tīmatanga kōrero

Introduction

[1] Kathleen Robinson (Kath) has filed an application for succession to Gary Robinson and sought a life interest as his surviving spouse. Kath is Gary's second wife, and they have three children – Blair, Haley and Ashley. Gary also has five children from his marriage to his first wife, Norma Jeen Rue – Toni, Carla, Paul, Leah and Kelly. Gary also has a whāngai child, Nicol, who is his sister's daughter.

[2] The children from the first marriage and the whāngai oppose Kath receiving a life interest, arguing that she was not in a relationship with Gary at the time of his passing and since his passing has been in at least two de facto relationships.

Kōrero whānui

Background

[3] Gary Robinson passed away in 2012. The succession application was filed 11 years later on 6 July 2023.

[4] On 9 April 2024 I heard the matter, and made orders acknowledging Nicol as a whāngai entitled to succeed, and determining all children and Nicol were entitled to succeed in equal shares.¹

[5] At the hearing the main point of discussion was the life interest sought by Kath as a surviving spouse. There were differing views about whether Kath and Gary were in a relationship when Gary died, and also whether Kath has since entered into a new de facto relationship with someone else. There is a significant amount of money, approximately \$30,000, sitting in trust, therefore a decision as to who is entitled to this must be made. I reserved my decision as this court has not previously considered the issues at hand.

Ngā take

The issues

[6] The succession is not contested here. The sole issue for determination is Kath's entitlement to a life interest.

¹ 256 Waikato Maniapoto MB 236-250 (256 WMN 236).

[7] Section 109AA of the Te Ture Whenua Māori Act 1993 (the Act) provides that, on intestacy, a surviving spouse of a Māori landowner may receive any income or discretionary grants from the deceased's Māori freehold land interests. This right ends if the surviving spouse enters into a new civil union or de facto relationship, dies, or relinquishes that right in writing, at which point the income or discretionary grants go to the persons entitled to succeed to the interests. In this case Gary's children and whāngai.²

[8] To make this determination I need to answer the following pātai:

- (a) Were Gary and Kath in a relationship when he died?
- (b) If so, has Kath entered into a de facto relationship since Gary's passing for the purposes of s 109AA? and
- (c) Depending on the answers to the above, whether Kath is entitled to receive income or discretionary interests from Gary's Māori land interests per s 109AA?

² Te Ture Whenua Māori Act 1993, s 109AA.

109AASuccession on intestacy subject to spouse's or partner's rights to occupy and receive income

- (1) This section applies if—
 - (a) the owner of a beneficial interest in Maori freehold land dies intestate; and
 - (b) the owner is survived by a spouse, civil union partner, or de facto partner; and
 - (c) at the date on which the owner dies, the marriage, civil union, or de facto relationship has not ended (within the meaning of [section 2A\(2\)](#), [2AB\(2\)](#), or [2D\(4\)](#) of the Property (Relationships) Act 1976, as applicable).
- (2) The spouse or partner has—
 - (a) the right to occupy the principal family home if it is on the land; and
 - (b) the right to receive any income or discretionary grants from the interest.
- (3) The rights end if the spouse or partner—
 - (a) marries or enters a new civil union or de facto relationship; or
 - (b) dies; or
 - (c) gives them up in writing.
- (4) The rights—
 - (a) cannot be transferred or disposed of by the spouse or partner; and
 - (b) do not give the spouse or partner an ownership interest in the land.
- (5) The person or persons who receive the beneficial interest in Maori freehold land—
 - (a) are the owners of the interest (who may be assembled owners under [Part 9](#)); and
 - (b) are entitled to receive the income or discretionary grants when the spouse's or partner's rights end.

I roto rānei a Gary rāua ko Kath i tētahi hononga i te wā i mate ai a Gary?*Were Gary and Kath in a relationship when he died?*

[9] It is not disputed that at the time Gary died he and Kath were still legally married. In other words, they were not divorced. However, there is disagreement about whether they were in fact separated when Gary died. The respondents' views differ on this fact.

[10] Toni argues the two were separated for several years before Gary died. During 2012 Gary was living out of his van, visiting and staying with his extended family around the North Island. He looked after his daughter Carla's house for a month in 2012 while she was overseas, and prior to that he had been living in a caravan in the bush near Ohaaki Marae near Reporoa. Toni further submits there was a period when Gary and Kath were together where Gary stated that he wanted to be buried at Kath's marae, in Ohaaki, however in 2012 he changed his mind and wanted to be taken home to rest in Taranaki. She says this is evidence that the relationship had ended.³

[11] Two years prior to Gary's death he regularly visited his daughter Leah's home for extended periods of time. Her evidence is that during this time there was no indication Gary and Kath were still together. In one of her last conversations with her father, in March 2012, Leah noted her father's health was declining, and she asked about whether he still wished to be buried on Kath's whenua. She shared that whilst it was a difficult conversation, it was an important one to have, and her father clearly said he wanted to be taken home to Motuawa, his urupā near Waiokura Marae to be buried with his tūpuna. Leah said this did not surprise her as she was of the understanding that he and Kath had separated. Leah also gave evidence that, on returning from Australia to live in Auckland, whenever Gary came to stay with her between 2010 and 2012 Kath was never with him.⁴

[12] At the hearing Leah gave evidence that when her father passed away, he was receiving the pension and Kath was receiving the single parent benefit.⁵ Toni and Leah both gave evidence that Kath did not make financial contributions to Gary's tangi, but this was not expected as they were no longer together.

³ Written submissions, Toni Robinson, 10 May 2024, at [3].

⁴ Written submissions. Leah Robinson, 10 May 2024, at [5].

⁵ 265 Waikato Maniapoto MB 236-250 (265 WMN 236) at 243.

Te Ture
The Law

[13] In looking to s 109AA, marriage in this section is not defined, but the court may take guidance from the Property (Relationships) Act 1976 (PRA) where marriage is defined as follows:

2A Meaning of marriage

- (1) In this Act, marriage includes a marriage that—
- (a) is void; or
 - (b) is ended while both spouses are alive by a legal process that occurs within or outside New Zealand; or
 - (c) is ended by the death of one of the spouses, whether within or outside New Zealand;—

and **husband**, **spouse**, and **wife** each has a corresponding meaning.

- (2) For the purposes of this Act, the marriage of 2 people ends if—
- (a) they cease to live together as a married couple; or
 - (b) their marriage is dissolved; or
 - (c) one of them dies.

[14] I need to decide whether Kath and Gary’s marriage ended prior to Gary’s passing. Section 2A(2)(a) states that a marriage between two people ends if they cease to live together as a married couple. The Court of Appeal in *Carol Margaret Drummond v Jack Townsend* stated that:⁶

... s 2A(2)(a) of the Act stipulates, “for the purposes of this Act”, that a marriage ends if the husband and wife cease to live together as husband and wife. The key words are “for the purposes of this Act”. Unsaid by s 2A(2) is that, for the purposes of the Act, the marriage resumes if and when the husband and wife resume living together as husband and wife. That is unsaid because it is the logical, obvious corollary. Thus, for the purposes of the Act, a husband and wife are treated as married only during the time or times they are living together as husband and wife. Duffy J erred in not giving effect to the key words “for the purposes of this Act”. The interpretation we have spelt out makes ready sense because the Act is concerned with the division of relationship property, as that term is extensively defined by s 8 of the Act.

[15] Further guidance is provided in *JT v CMD* as to the legal principles of living together or ceasing to do so as husband and wife. The Family Court in this case stated that:⁷

⁶ *Carol Margaret Drummond v Jack Townsend* [2009] CA125/2009 at [10].

⁷ *JT v CMD* [2007] NZFLR 618.

[31] Living together, or ceasing to do so as husband and wife requires not only the physical element of living together, but also the mental element of intending to do so. That approach described by Barker J in *U v U*⁴ was applied to the same issue under the amended legislation by Judge Fitzgerald in *O v K*⁵. That was approved by Priestley J in *Benseman v Ball* (above). It is recognised also in the criteria under s 2D(2)(f) which incorporates as a relevant factor “the degree of mutual commitment to a shared life”

[32] In *U v U* (above) Barker J recognised that a couple may be living apart, even while occupying the same residence. An assessment of that will also require a review of both the physical objective criteria associated with “living together” and also the subjective mental element, relating to the parties' intentions, and in particular whether either or both had a state of mind adverse to cohabitation.

[16] These cases relate to the division of relationship property acquired during marriage. In these instances, both parties are still alive to give the court their view of the nature of their relationship. Here we have a very different context, concerning the income received from whenua Māori, a taonga tuku iho. The PRA expressly states that Māori freehold land is not affected by the Act, meaning it does not fall within the category of relationship property.⁸

[17] Kath argues that she and Gary never separated and were still together when he died.

[18] Paul, Nicol and Blair also gave evidence at the hearing that Gary and Kath were together when he passed. Paul, a child of the first marriage, said he had picked his father up from an address he lived at with Kath on his last Father's Day – September 2011 (10 months before he passed). He also mentioned picking his father up again from the same address on a separate occasion. He shared that his father said to him “I have to go and ask Kath if I can go”.⁹

[19] Nicol, the whāngai child, agrees with Paul and said:¹⁰

...Mum and Dad, Kath and Gary, were definitely in a relationship. You know, it was up and down but they were always together. They loved each other, that's the end of that part of it. They were married when he passed.

[20] Blair, the eldest son of Kath and Gary, said “What I do know, with all my heart, is that mum and dad were together.”¹¹

⁸ Property (Relationships) Act 1976, s 6.

⁹ 265 Waikato Maniapoto MB 236-250 (265 WMN 236) at 243.

¹⁰ 265 Waikato Maniapoto MB 236-250 (265 WMN 236) at 244.

¹¹ 265 Waikato Maniapoto MB 236-250 (265 WMN 236) at 244.

Kōrerorero*Discussion*

[21] Although Kath and Gary may not have had what some may describe as an orthodox marriage, in that they did not live together all the time, the evidence leans more towards them considering themselves to be in a relationship than not. Gary liked to spend time with his children from his first marriage and based on the evidence of the strained relationship between Kath and the children of his first relationship it is not hard to see why Gary preferred to make these visits on his own. This did not mean that he was separated from Kath.

[22] As seen in *Sullivan v Sullivan* [1958] NZLR 912 (CA) “living apart” consists of two elements – physical separation and a mental attitude adverse to cohabitation on the part of one or both spouses. While it appears that Kath and Gary may have lived separately for periods prior to Gary’s death, they remained legally married and there was no conclusive evidence put before the court that either had a state of mind adverse to cohabitation.¹² Further the evidence was that when Kath and Gary were not living together he was either staying with one of his children or living on whenua near Kath’s marae. It seems illogical Gary would be living on whenua close to Kath’s marae if they were not together. He would not choose to live on her ūkaipō if he did not think he could due to the nature of their relationship.

[23] There was also no evidence that either of them were in a relationship with anyone else while Gary was alive. It is not determinative that they may have been receiving separate income from Work and Income into separate bank accounts. Without delving into the appropriateness of that, it is not unusual. Nor can it be determinative of the relationship having ended when Gary made it clear that he wished to return to his ūkaipō to be buried alongside his tūpuna. It is also not uncommon for Māori to wish to return home when they pass. Regardless of their involvement with their whenua and their marae during their lifetime, that whakapapa connection and pull to the whenua their tūpuna once proudly cared for remains strong.

[24] The fact that Kath did not financially contribute to the tangihanga expenses is also not a factor that would suggest they had separated. There could be any number of reasons why that was the case.

¹² *Sullivan v Sullivan* [1958] NZLR 912 (CA).

[25] I find that Gary and Kath were married and in a relationship when he died.

Kua uru rānei te kaitono ki tētahi hononga de facto?

Has the applicant entered into a de facto relationship?

[26] Having determined that Kath and Gary were married and in a relationship when he died, I now turn to the question of whether or not Kath has entered into a de facto relationship following Gary's passing.

Te Ture

The Law

[27] The Act does not define de facto relationship but s 109AA(1)(c) refers to the PRA. The meaning of de facto relationship is provided in s 2D of the PRA, which states:

- (1) For the purposes of this Act, a de facto relationship is a relationship between 2 persons (regardless of their sex, sexual orientation, or gender identity)—
 - (a) who are both aged 18 years or older; and
 - (b) who live together as a couple; and
 - (c) who are not married to, or in a civil union with, one another.
- (2) In determining whether 2 persons live together as a couple, all the circumstances of the relationship are to be taken into account, including any of the following matters that are relevant in a particular case:
 - (a) the duration of the relationship:
 - (b) the nature and extent of common residence:
 - (c) whether or not a sexual relationship exists:
 - (d) the degree of financial dependence or interdependence, and any arrangements for financial support, between the parties:
 - (e) the ownership, use, and acquisition of property:
 - (f) the degree of mutual commitment to a shared life:
 - (g) the care and support of children:
 - (h) the performance of household duties:
 - (i) the reputation and public aspects of the relationship.
- (3) In determining whether 2 persons live together as a couple,—

- (a) no finding in respect of any of the matters stated in subsection (2), or in respect of any combination of them, is to be regarded as necessary; and
 - (b) a court is entitled to have regard to such matters, and to attach such weight to any matter, as may seem appropriate to the court in the circumstances of the case.
- (4) For the purposes of this Act, a de facto relationship ends if—
- (a) the de facto partners cease to live together as a couple; or
 - (b) one of the de facto partners dies.

[28] The children from Gary's first marriage submit that Kath is now (at the time of the hearing), and has previously been, since Gary's passing, in several de facto relationships, which brings any entitlement she has to a lifetime interest to an end per s 109AA(3)(a).

[29] Kath initially denied being in any other relationship during the last 13 years since Gary's passing. However, she later stated that she has been in two relationships since that time, but argued neither qualify as a de facto relationship in terms of the PRA.

[30] I am mindful that relationships take many different forms, and Kath submitted that her relationships were not akin to that of marriage or a serious relationship, but rather should be characterised as dating. In determining whether a de facto relationship exists the Court must assess all the evidence before it, alongside the indicia referred to in s 2D of the PRA. Then an objective approach must be taken, which satisfies the finder of fact as to whether a de facto relationship exists or existed.¹³

[31] In determining whether Kath is in a de facto relationship (or has been in one since Gary's passing) I need to look at all the circumstances of the relationship, including the following set out in s 2D(2):

- (a) the duration of the relationship;
- (b) the nature and extent of common residence;
- (c) whether or not a sexual relationship exists;

¹³ *Scragg v Scott* HC Rotorua CIV-2005-463-139, 8 May 2006 at [64].

- (d) arrangements for financial support or interdependence between the couple;
- (e) the ownership, use and acquisition of property;
- (f) the degree of mutual commitment to a shared life;
- (g) the care and support of children;
- (h) the performance of household duties; and
- (i) the public reputation of the relationship.

[32] I consider these factors against the evidence in turn.

Duration of the relationship

[33] The respondents submit that Kath has been in two relationships, the most recent one lasting four years. Kath acknowledged the relationships at the hearing.

[34] In relation to the first relationship, Kath said the relationship lasted for about four or five weeks on and off, but that they did live together during the covid lockdown and separated after that.

[35] Regarding the second relationship Kath's evidence was that she had known the man in question for four years and that their 'relationship' has been 'on and off' in that period, during which they would sometimes go for months without seeing each other. He now lives with her and has done so for 12 months, though she told me that he has his own room, and described him as a flatmate.

The nature and extent of the common residence

[36] It was not disputed by Kath that she had been living with a man for the past 12 months. She argues they are flatmates; he has his own room in their house, pays his own rent directly to the landlord, pays his share of the utilities, and they take turns at purchasing

shared groceries. Several weeks before the hearing Kath said to the respondents that she and the man were separated but still living together.¹⁴

Whether or not a sexual relationship exists

[37] Kath confirmed that she had an intimate relationship with the man she currently lives with.¹⁵ She and Blair also confirmed that since Garry's passing she has had several sexual partners.

[38] Therefore, a sexual relationship exists satisfying s 2D(2)(c). However, the courts have noted that intimacy of this nature is not a determinative factor of a relationship existing, although it can provide an indication of the development of a relationship.¹⁶ Therefore this indicia alone is not enough to determine whether a de facto relationship exists or has existed. It must be viewed in conjunction with the other evidence as to the nature of their relationship.

Arrangements for financial support or interdependence between the couple

[39] The evidence before the court is that Kath maintains her own financial independence, there is no shared bank account. She and the man she lives with pay their personal bills separately and contribute equally to grocery and household costs.

The ownership, use and acquisition of property

[40] There was no evidence that Kath and the man she lives with own any property together. They are currently renting. There was also no evidence as to how the chattels in the house are owned, or any vehicles.

The degree of mutual commitment to a shared life

[41] Kath has been in her current relationship for over four years at the date of hearing. Both she and the man concerned live together in Ngāruawāhia in rental accommodation. The

¹⁴ 265 Waikato Maniapoto MB 236-250 (265 WMN 236) at 243.

¹⁵ 265 Waikato Maniapoto MB 236-250 (265 WMN 236) at 248.

¹⁶ *B v F* [2010] NZFLR 67 at 67; *Clear v Sutton* [2017] NZHC 1484.

nature of their living situation was described by Kath as flatmates at the hearing.¹⁷ Some expenses are shared in terms of household expenses, but they pay rent individually.

[42] Kath said that during the four years they would go without seeing each other for some months and then go on a date.¹⁸ She told the court she adored him, and he was a “lovely guy” but that she was not about to marry him, stating that they were “just dating”.¹⁹

[43] During the hearing Kath stated they share shopping responsibilities; either split the payments or shop for each other and pay one another back later. They occasionally go out for dinner and attend whānau gatherings together.

Care and support of children

[44] The respondents are adults and Kath’s children are also adults. The evidence provided does not show that Kath had any further children after Gary’s death, therefore the care and support of children indicia is irrelevant in this context.

The public reputation of the relationship

[45] Other than Blair, who submitted that while his mother has had sexual relationships with men since Gary’s passing, she had not “given her heart to anyone else” and therefore he did not consider her to be in a de facto relationship,²⁰ everyone else who gave evidence at the hearing or made submissions following it believed Kath had been in one and possibly two de facto relationships since Gary died. In written submissions Leah said in 2023 she heard from a cousin that Kath was in a relationship.²¹ Further, in a video call with Kath on 29 March 2024, Kath told her that she was “living in Ngaruawahia with her man”, they had been together for four years, but only living together for the past year, he was a bit younger than Kath, and she told Leah that he loved her and she was happy.²²

¹⁷ 265 Waikato Maniapoto MB 236-250 (265 WMN 236) at 247.

¹⁸ 265 Waikato Maniapoto MB 236-250 (265 WMN 236) at 247.

¹⁹ 265 Waikato Maniapoto MB 236-250 (265 WMN 236) at 248.

²⁰ 265 Waikato Maniapoto MB 236-250 (265 WMN 236) at 244.

²¹ Written submissions, Leah Robinson, 10 May 2024, at [10].

²² Written submissions, Leah Robinson, 10 May 2024, at [12].

[46] Nicol, in writing following the hearing gave evidence that she had heard recently that Kath had taken the man she shares a home with to a whānau gathering.²³

[47] Paul gave evidence at the hearing that he has met the man that Kath was in the first relationship with, as they stayed with Paul for two weeks. He believes that “...if she’s still going with that same gentleman, then she is in a relationship with him.”²⁴

Kōrerorero

Discussion

[48] In *B v F*, Heath J granted an appeal finding that a de facto relationship existed on the basis that Ms B and Mr F presented themselves as a couple and as a family unit with their children. It was clear that even though they did not live together, for all other matters, they were living a shared life together.²⁵ Similar findings were held by Toogood J in *Clear v Sutton*, whereby the judge held that a de facto relationship existed as it was clear that socially and emotionally the two people were committed to a life together even though they may not have lived in the same home. The evidence provided in this case showed that Mr Clear’s friends seen them as a “married couple” and Ms Sutton’s family saw Mr Clear as a part of the family.²⁶

[49] Utilising the senior courts’ approach to this issue, I turn now to consider whether Kath as a matter of fact has entered into a de facto relationship.

[50] In relation to the first relationship mentioned by the parties, there is limited evidence to find a de facto relationship existed. It appears as though it lasted for only a few weeks, or at most months. There was some shared cohabitation during the covid lockdown, but given the extraordinary circumstances of the covid lockdown that cannot be given much weight.

[51] However, turning to the second relationship with the man Kath was living with at the time of the hearing, I find this is a de facto relationship. Whilst they have only been living together at the same address for a year out of the four they had been seeing each other, this does not dilute the nature of the relationship. Neither do the periods of not seeing each other. The evidence from all parties throughout the hearing was that Kath and Gary often spent

²³ Written submission, Nicol Watts, 9 April 2024.

²⁴ 265 Waikato Maniapoto MB 236-250 (265 WMN 236) at 234-244.

²⁵ *B v F* [2010] NZFLR 67 at 67.

²⁶ *Clear v Sutton* [2017] NZHC 1484.

periods apart as well, and they were married. Therefore, living separately for long periods is not unusual for Kath when she is in a relationship.

[52] Kath shares an intimate relationship with the man she lives with. While this in and of itself is not determinative, the fact they were in a sexual relationship prior to him moving in intensifies the committed nature of the relationship. It is not the situation where a complete stranger moves in as a flatmate, or a platonic friend moves in as a flatmate, and an intimate relationship develops over time. Here the intimate relationship already existed, Kath invited someone to share her home that she had been intimately involved with for three years, and that she knew had strong feelings for her. This suggests to me the intention of sharing a life together.

[53] Whilst finances are not intertwined, bills are shared, and meals are eaten together both inside and outside the home. It is also not uncommon especially in subsequent marriages/relationships where there are no shared children and/or each has their own children, or the parties are already financially established, that finances are separate.

[54] Importantly, the majority of children understood Kath to be in a relationship with this man. She has taken him to whānau gatherings and wider whānau members also believe they are in a relationship.

E whai mana rānei a Kath ki te whiwhi moni, ki ngā pānga tahua ki te whenua rānei?
Is Kath entitled to a right to receive income or discretionary interests?

[55] Based on my findings of fact above that Kath is currently in a de facto relationship, accordingly, pursuant to s 109AA(3)(a) the rights Kath had to receive income from the deceased's interests ended when she entered into that de facto relationship.

[56] While I have determined that Kath's right to income or discretionary interests ended when she entered into a de facto relationship, she is entitled to receive income and discretionary interests from Gary's land interests up until that point. As such, I must determine when the de facto relationship commenced (and her right to income and discretionary interests ended).

[57] In approaching the question as to when the de facto relationship started the courts have noted that the test must be evaluative with all relevant matters being weighed. In *Burt v Yiannakis* the High Court stated that:²⁷

The essence of the three criteria set out in s 2D(1) involves two persons over the age of 18 “living together as a couple.” It is this concept of living together that is at the heart of a de facto relationship. However it is clear from s 2D(2) that parties do not have to continuously cohabit, and equally cohabitation is not in itself conclusive.

[58] Evidence was not put to the Court providing exact dates as to when Kath entered into the de facto relationship, however they started living together in early 2023 approximately 12 months before the hearing. This coupled with the sexual relationship and the understanding among the whānau they were together as a couple, for the purposes of determining a date for when Kath’s entitlement to a life interest ends, I put this at 12 months before the hearing, being 9 April 2023.

[59] Accordingly, Kath is entitled to the funds held by the Māori Trustee and Parininihi ki Waitōtara Incorporation arising from Gary’s Māori land interests accumulated as at 9 April 2023, subject to specific payments relating to the tangihanga and headstone/unveiling expenses incurred by some of Gary’s children.

[60] All funds accumulated after this date are the property of Gary’s successors.

Kupu whakataua

Decision

[61] I make orders pursuant to section 118 of the Act vesting Gary Robinsons Māori land interests in the persons previously determined entitled to succeed at 265 Waikato Maniapoto MB 236-250.

[62] Pursuant to s 242 of Te Ture Whenua Māori Act 1993 I make the following orders for the payments of funds held by the Māori Trustee and Parininihi ki Waitōtara Incorporation as follows:

- (a) The following breakdown of costs submitted by the respondents is to be paid towards the costs incurred for Gary’s tangi and unveiling expenses:

²⁷ *Burt v Yiannakis* [2015] NZHC 1174 at [89].

- (i) Toni Robinson \$590.00
 - (ii) Carla Robinson \$800.00
 - (iii) Paul Robinson \$3,660.11
 - (iv) Leah Robinson \$485.00
 - (v) Headstone costs to be determined on receipt of a current quote.
- (b) The remaining funds held as at 9 April 2023 by the Māori Trustee and the Parinihi ki Waitōtara Incorporation are to be paid to Kathleen Robinson following the payments listed above at paragraph [60](a).
- (c) All funds accumulated since 9 April 2023 are to be divided equally among the successors determined at 265 Waikato Maniapoto MB 236-250, namely:
- (i) Toni Margaret Robinson;
 - (ii) Carla Teresa Robinson;
 - (iii) Paul John Robinson;
 - (iv) Leah Patricia Robinson;
 - (v) Kelly Jean Robinson;
 - (vi) Blair Malcom Robinson;
 - (vii) Haley Michelle Robinson;
 - (viii) Ashley Tamanui Robinson; and
 - (ix) Nicol Watts.

[61] I direct the Deputy Registrar to engage with the Māori Trustee and Parininihi ki Waitōtara Incorporation to request the transaction statements from both organisations for the amounts held on trust by Gary Robinson as at 9 April 2023.

I whakapuakina i te 2.00pm i Kirikiriroa, i te 17 o ngā rā o Hakihea i te tau 2025.

Pronounced at 2.00pm in Hamilton on the 17th day of December 2025

R P Mullins
KAIWHAKAWA