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

A20200001003
A20190007225

WĀHANGA *Under*	Sections 237, 238, Te Ture Whenua Māori Act 1993
MŌ TE TAKE *In the matter of*	Port Nicholson Block Settlement Trust
I WAENGA I A *Between*	MAU WHENUA INCORPORATED, WHAREHURU GILBERT, MARTHA HINEONE GILBERT, KAREN MARAMA PARATA, MABEL URU TANIRAU AND ROGAN RAWIRI HAHOPE TANIRAU Ngā kaitono *Applicants*

Nohoanga: *Hearing*	8 April 2020, 414 Aotea MB 78-80 16 June 2020, 417 Aotea MB 110 1 July 2020, 417 Aotea MB 258-265 29 July 2020, 418 Aotea MB 207-208 (Heard at Wellington)
Kanohi kitea: *Appearances*	R Pinny for the applicants S Hughes QC and T Cooley for the respondents
Whakataunga: *Judgment date*	12 August 2020

TE WHAKATAUNGA Ā KAIWHAKAWĀ D H STONE
Judgment of Judge D H Stone

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(Proceedings continued)

ME *And*	WAYNE THOMAS MULLIGAN, JOHN FREDERICK COFFEY, HOLDEN HOHAIA, TOA WOODBINE POMARE, MAHINA HABER-PUKETAPU, HUIA PUKETAPU AND PAORA JENKINS-MEPHAM, AS TRUSTEES Ngā kaiurupare *Respondents*

He Kōrerorero Whānui

Background

[1] The Port Nicholson Block Settlement Trust ("the Trust") was established in 2008 to receive and manage the redress provided by the Crown to Taranaki Whānui ki te Upoko o te Ika in settlement of their historical Treaty of Waitangi claims. In current parlance, it is a post-settlement governance entity. It operates pursuant to a trust deed dated 11 August 2008 ("the Trust Deed").

[2] On 14 August 2019, Mau Whenua Incorporated and various named individuals (together, "the applicants") filed an application per ss 237, 238 and 19(1)(b) of Te Ture Whenua Māori Act 1993 ("the Act") to enforce the obligations of the Trust and injunct one of its subsidiaries from entering into further transactions. The original application raised a number of issues, including concerns over various commercial transactions of the Trust and its subsidiary and the state of the Trust's membership register ("the Register"). The application was first heard on 27 August 2019. As a result of that hearing, the trustees of the Trust ("the Trustees") were directed to file a report per ss 237 and 238 on various matters, including the state of the Register. The Trustees filed that report with the Court on 29 October 2019. Since then, the parties have largely worked towards agreeing a way forward for the Trust, with the Court's assistance.

[3] More recently, attention has focussed on the Register. On 6 December 2019, the applicants sought the appointment of an independent expert to review the Register. An application to this effect was filed on 20 December 2020. On 24 March 2020, parties informed the Court that they had agreed that an independent expert should be appointed by the Court per s 69(2) of the Act to produce a report on the current state of the Register. I subsequently appointed Sir Wira Gardiner for that purpose.[1] He provided his comprehensive report ("the Register Report") to the Court on 25 May 2020. The Court expresses its gratitude to Sir Wira Gardiner for the timely production of the Register Report, particularly given that much of his work period was during Alert Level 1 of our COVID-19 response.

[4] On 16 June 2020, I directed the parties to file memoranda on how they wished to proceed based on the Register Report.

[1] 414 Aotea MB 78-80 (414 AOT 78-80).

[5] By memorandum dated 18 June 2020, the applicants suggested that the Court grant the following orders:

(a) The parties meet with Sir Wira Gardiner to agree a workplan to resolve the issues identified in the Register Report.

(b) The agreed workplan should be filed with the Court within one month and be made publicly available to the beneficiaries of the Trust.

(c) The Trustees of the Trust should report back to the Court and the beneficiaries of the Trust at regular intervals on progress in implementing the agreed workplan.

(d) An independent person (such as Sir Wira Gardiner) should be appointed to oversee the implementation of the workplan.

(e) The Register Report, this Court's orders, the agreed workplan and the process to implement it should be made available to the beneficiaries of the Trust.

(f) The cost of the independent overseer should be met by this Court's Special Aid Fund or the Trust.

[6] Unfortunately, the applicants are not in agreement as to whether the Trust elections scheduled for September 2020 should be deferred pending resolution of the Register issues. The divergence arises due to the recent resignation of the Trust's chairperson, Kim Skelton. The applicants are united in their view that her resignation triggers cl 5.3 of sch 3 of the Trust Deed, which I refer to as the "quorum clause". It provides that if there are fewer than eight Trustees, the remaining Trustees only have the power to fill the Trustee vacancies. Because that quorum clause is triggered, some of the applicants say the Trustees cannot defer the pending Trustee elections. Other applicants agree that the Trustee elections should be deferred so that the Register issues can be resolved, but in the meantime the Court should appoint an independent person to manage the Trust.

[7] By memorandum dated 26 June 2020, counsel for the Trust advised that the Trustees largely agree with the applicants' proposed process to resolve the Register issues. The

Trustees helpfully confirmed that they would meet the costs of Sir Wira Gardiner's continued involvement, subject to receiving an acceptable cost estimate. The Trustees did not, however, agree with the applicants on what should happen pending resolution of the Register issues. The Trustees say that the upcoming elections should be deferred, as recommended in the Register Report. They oppose the appointment of an independent person to manage the Trust in the meantime.

[8] A judicial teleconference was held on 1 July 2020 to discuss the differences between the parties.[2] The parties confirmed their agreement to the further engagement of Sir Wira Gardiner and the proposed steps to agree and implement a workplan to resolve the Register issues. I am able to grant directions on these aspects by consent.

[9] The remaining issues are whether the 2020 Trustee elections should be deferred pending resolution of the Register issues and whether the Court should appoint an independent person to manage the Trust in the meantime.

[10] Following the 1 July 2020 judicial teleconference, I asked counsel for the Trust to confirm by way of evidence whether one of the Trustees, Mr Wayne Mulligan, had resigned; when the next regular Trustee elections are to be held; and how many Trustee vacancies will be filled at that election. In response, counsel for the Trust confirmed that Mr Mulligan has not resigned (but will resign at the next Trustee elections), the next regular Trustee elections are to be held on or about September 2021, and up to four Trustee vacancies will be filled at those elections.

[11] I also asked the parties to make further submissions on whether this Court has the power to defer the election that is required by operation of the quorum clause. Given the divergence of views among the applicants, counsel for the applicants was not able to make submissions on the point and, on 16 July 2020, informed the Court that they could no longer act for the applicants because of conflicting instructions. Counsel for the Trust say that the Court has the power to defer the election and do not accept that the Trust cannot continue to operate pending the next election to be held under sch 2 of the Trust Deed. In the alternative, Counsel argue that the Court can appoint an additional Trustee under s 239(1) to address the quorum issue that arises by operation of the quorum clause.

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[2] 417 Aotea MB 258-265 (417 AOT 258-265).

[12] Finally, on 29 July 2020 I issued a minute to indicate that I had formed the view that a Trustee election under the quorum clause is required. I did so to give an early indication to the parties of my decision, so that the Trust could then take steps to call the election. In my minute I indicated that my substantive reasons would be set out in this judgment.

Te Nako o te Tono

Issues for determination

[13] The issues for determination are:

(a) Should the Court appoint an independent manager for the Trust, or otherwise appoint a Trustee per s 239(1) of the Act to address any quorum issues?

(b) Is an election under the quorum clause required to fill the vacancy arising due to the resignation of Kim Skelton?

(c) If an election is required, should it be deferred until the next election under sch 2 of the Trust Deed, which is due to be held in September 2021?

Te Ture

The law

[14] Counsel did not make substantive submissions on the Court's powers to grant orders or directions to defer the Trustee elections or appoint an independent manager for the Trust. It was generally accepted that the Court has jurisdiction to consider these matters, although counsel for the Trust observed that, because there is no formal application before the Court to appoint an independent manager, the Court does not have jurisdiction to consider this aspect.

[15] The Trust is a post-settlement governance entity. It is accepted that the Trust holds General land owned by Māori. In *Moke v Trustees of Ngāti Tarāwhai Trust*, the Māori Appellate Court confirmed that this Court has jurisdiction over trusts that hold General land owned by Māori per s 236(1)(c) of the Act.[3]

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[3] *Moke v Trustees of Ngāti Tarāwhai Trust* [2019] Māori Appellate Court MB 265 (2019 APPEAL 265).

[16] Because the Court has jurisdiction over the Trust per s 236(1)(c), s 237(1) applies. It provides:

> **237 Jurisdiction of court generally**
>
> (1) Subject to the express provisions of this Part, in respect of any trust to which this Part applies, the Maori Land Court shall have and may exercise all the same powers and authorities as the High Court has (whether by statute or by any rule of law or by virtue of its inherent jurisdiction) in respect of trusts generally.

[17] The extent of the Court's s 237 jurisdiction over post-settlement governance entities was recently considered by the Māori Appellate Court in *Nikora v Te Uru Taumata*.[4] In considering whether this Court has jurisdiction to grant injunctions over post-settlement governance entities per s 237, the Māori Appellate Court made the following observations regarding the Court's extensive supervisory powers in relation to trusts:

> [51] Accordingly, s 237 of the Act confers on the Court all the powers and authorities of the High Court with respect to trusts. This forms part of the Court's armoury to ensure it has the most extensive supervisory powers in relation to trusts. Section 236(1)(c) of the Act provides that the powers in s 237 extend to a trust constituted in respect of General land owned by Māori. The kaupapa of the Act, as set out in ss 2, 17 and the Preamble, promotes the effective use, management, and development of the land. Section 17(1)(b) of the Act states that this includes General land owned by Māori. In the context of land held by a trust, the grant of injunctive relief is a necessary power to promote the effective use, management and development of the land.

[18] Although the Court has extensive supervisory powers in relation to trusts, there are limits. In the present case, the Court is being asked to consider the appointment of an independent manager of the Trust and the deferral of an election that would otherwise be required under the quorum clause. Both of these actions would necessarily require a deviation from the strict terms of the Trust Deed.

[19] In terms of the appointment of an independent manager or an additional Trustee to address the quorum issue, s 222 is relevant. It provides:

> **222 Appointment of trustees**
>
> (1) Subject to subsections (2) and (3), the court may appoint as trustee of any trust constituted under this Part—
>
> (a) an individual; or

[4] *Nikora v Te Uru Taumata* [2020] Māori Appellate Court MB 248 (2020 APPEAL 248).

(b) a Maori Trust Board constituted under the Maori Trust Boards Act 1955 or any other enactment, or any body corporate constituted by or under any enactment; or

(c) a Maori incorporation; or

(d) the Māori Trustee; or

(e) Public Trust; or

(f) a trustee company within the meaning of the Trustee Companies Act 1967.

(2) The court, in deciding whether to appoint any individual or body to be a trustee of a trust constituted under this Part,—

(a) shall have regard to the ability, experience, and knowledge of the individual or body; and

(b) shall not appoint an individual or body unless it is satisfied that the appointment of that individual or body would be broadly acceptable to the beneficiaries.

(3) The court shall not appoint any individual or body to be a trustee of any trust constituted under this Part unless it is satisfied that the proposed appointee consents to the appointment.

(4) Subject to subsection (5), the court may appoint any such individual or body as a responsible trustee, or an advisory trustee, or a custodian trustee.

(5) For every trust constituted under this Part the court shall appoint 1 or more responsible trustees, and may appoint 1 or more advisory trustees and 1 or more custodian trustees.

[20] In *Tito – Mangakahia 2B2 - No 2A1A*, the Māori Appellate Court considered whether s 237 could be invoked to appoint a trustee, given that s 222 (which falls within Part 12 of the Act) is an express provision relating to the appointment of trustees. The Court held:[5]

> [31] Therefore, we consider that where there is an express provision in Part 12 of the Act, to use another authority through section 237 for the same task would be an obvious inconsistency. The Court should use the express statutory provisions as provided in Part 12 for the administration of Māori land trusts unless a case falls under one of the exceptions we outline below. In this case, it is the express provision of section 222 which prevails over section 237.

[21] The Māori Appellate Court has recently confirmed that *Tito* remains good authority.[6]

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5 *Tito – Mangakahia 2B2 - No 2A1A* [2011] Māori Appellate Court MB 86 (2011 APPEAL 86).
6 Above n 3, at [54] – [55].

[22] More generally, s 237 confers on this Court the powers and authorities of the High Court with respect to trusts. The limits on the High Court's jurisdiction apply equally to this Court. The High Court is usually reluctant to exercise its inherent jurisdiction to permit deviations from the terms of a trust instrument. The Court has been prepared to do so in situations where all of the beneficiaries (who must all be sui generis) consent to the deviation.[7] But that is not the case here. A trustee may also seek the Court's sanction to deviate from the terms of trust. The Court does not grant its sanction lightly, as it will not ordinarily override the terms of a trust.[8] The Court's inherent jurisdiction to modify private trusts is therefore limited.

[23] More relevantly, however, Part 12 of the Act includes s 244, which relates to variations of trusts. It provides:

> **244 Variation of trust**
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> (1) The trustees of a trust to which this Part applies may apply to the court to vary the trust.
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> (2) The court may vary the trust by varying or replacing the order constituting the trust, or in any other manner the court considers appropriate.
>
> (3) The court may not exercise its powers under this section unless it is satisfied—
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> (a) that the beneficiaries of the trust have had sufficient notice of the application by the trustees to vary the trust and sufficient opportunity to discuss and consider it; and
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> (b) that there is a sufficient degree of support for the variation among the beneficiaries.

[24] Finally, the Trust Deed itself includes a variation provision. Clause 26 of the Trust Deed relevantly provides:

> **26 Amendments to Trust Deed**
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> **26.1 Special Resolution required:** Subject to clause 26.2, all amendments to the Trust Deed shall only be made with the approval of a Special Resolution passed in accordance with the Fourth Schedule.

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7 See, for example, *Wharton v Masterman* [1895] AC 186 (HL), *Wilkinson v Parry* (1828) 4 Russ 272 (Ch) at 276 per Leach MR, *Griffiths v Porter* (1858) 25 Beav 236 (Rolls Court) at 241 per Romilly MR, *Bradby v Whitchurch* [1868] WN 81 and *Re Baker and Selmon's Contract* [1907] 1 Ch 238 (SC Victoria).

8 See *Chapman v Chapman* [1954] AC 429 at 451; [1954] 1 All ER 798 (HL) at 807 per Lord Morton. See also *Re Ebbett* [1974] 1 NZLR 392 (SC), *Re Montagu* [1897] 2 Ch 8 (CA), *Re Crawshay* (1888) 60 LT 357 (Ch), and *Re Morrison* [1901] 1 Ch 701(Ch) at 707 per Buckley J.

> **26.2 Limitations on Amendment:** No amendment shall be made to the Trust Deed which:
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> a changes the Trust Purposes so that the Trustees are no longer required to act for the benefit of the present and future Members of Taranaki Whānui ki Te Upoko o Te Ika;
>
> b changes to the definition in clause 1.1 of the following terms: member of Taranaki Whānui ki Te Upoko o Te Ika and Taranaki Whānui ki Te Upoko o Te Ika;
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> c changes to this clause 26.2;
>
> d changes clause 27 (Termination of Trust); or
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> e changes to the requirement for a Special Resolution (as defined from time to time) in clause 26.1.

Kōrerorero

Discussion

Should the Court appoint an independent manager for the Trust or an additional Trustee to address the quorum issue?

[25] As counsel for the Trust observe, there is no application before the Court to appoint an independent manager for the Trust. I am therefore uncertain of the basis on which such a manager is required and I have received no submissions on the Court's power to appoint one. I therefore decline to appoint an independent manager for the Trust.

[26] Nor am I prepared to appoint an additional Trustee to address the quorum issue. *Tito* remains good law for the proposition that s 237 cannot be invoked to appoint a trustee. Counsel for the Trust properly sought the appointment of an additional Trustee under s 239(1). In appointing trustees under s 239(1), s 222 applies. It requires the Court to be satisfied that the proposed trustee is broadly acceptable to the beneficiaries.[9] There is no evidence to indicate that the beneficiaries have even considered the appointment of an additional Trustee, let alone one that is broadly acceptable to them. Schedule 2 of the Trust Deed also contains specific provisions relating to the appointment of Trustees, which have not been followed. For these reasons, I am not prepared to appoint a Trustee to take the number of Trustees to eight.

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9 Te Ture Whenua Māori Act 1993, s 222(2)(b).

Is an election required by the quorum clause?

[27] The quorum or minimum number of Trustees for the Trust is set out in cl 3.1. It provides:

> 3.1 **Number of Trustees:** There shall be no less than 8 and no more than 11 Trustees of the Trust.

[28] The quorum clause applies if the number of Trustees falls below the minimum number specified in cl 3.1.[10] It provides:

> 5.3 **Vacancies:** The Trustees may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the quorum fixed by these rules, the continuing Trustees may act only for the purpose of advising of the vacancy or vacancies and taking the steps necessary to procure the election of new Trustees to fill the vacancy or vacancies, and for no other purpose.

[29] As a result of Kim Skelton's resignation, there are now seven Trustees. All parties appear to accept that the quorum clause is engaged. As a result:

(a) Generally, the Trustees may act notwithstanding any vacancy. I am advised that, although the Trust Deed allows for up to 11 Trustees, the Trust has recently operated with a bare minimum of eight Trustees. This approach appears to be permitted by cl 3.1 of the Trust Deed. However, it does run the risk that any vacancy will trigger the quorum clause. Had the Trust been operating with, say, the maximum number of 11 Trustees, four vacancies would have been required to trigger the quorum clause.

(b) The resignation of Kim Skelton has triggered the quorum clause. There is one vacancy for this purpose. Filling this vacancy will disengage the quorum clause.

(c) While the quorum clause is engaged, the continuing Trustees may act only for the purpose of effectively filling the vacancy required to meet quorum. They are expressly precluded from acting for any other purpose.

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[10] Trust Deed, sch 3, cl 5.3.

(d) An election to fill the vacancy is required.

(e) Although the quorum clause does not specify a timeframe within which the Trustees are to fill any vacancy, it is prudent for that to occur as soon as reasonably practicable. The Trustees have significantly limited powers until the vacancy is filled, and importantly do not have the powers to manage the Trust assets effectively until the quorum clause is disengaged.

[30] Counsel for the Trust submitted that the continuing Trustees have the power to remedy any deficiencies with the Register, because the Register will need to be used to hold any election to fill the Trustee vacancy. I agree. Maintaining the Register in a proper state is a step that is necessary to procure the election of Trustees and falls within the scope of the continuing Trustees' powers under the quorum clause. I am satisfied that the Trustees can continue to give effect to the agreed workplan regarding the Register while the quorum clause is engaged.

Should the election required by the quorum clause be deferred?

[31] Counsel for the Trust submit that the election required by the quorum clause should be deferred. They argue that the continuing Trustees can otherwise continue to operate and manage the Trust until the next elections under sch 2 of the Trust Deed are held in 2021. They say that the Trust Deed expressly provides for the Trust's wholly-owned subsidiary, Taranaki Whānui Limited ("TWL"), to manage the Trust's "Commercial Activities" (as that term is defined in the Trust Deed). They argue that there is no reason to suggest that TWL, which has an experienced and reputable board of directors, will not continue to manage the Commercial Activities of the Trust in a professional and appropriate manner and in pursuit of the Trust purposes. That may be so, but it misses the point.

[32] The Trust Deed defines Commercial Activities as "an activity carried out in pursuit of the Trust Purposes which has as its principal objective the maximising or optimising financial or economic returns to the Taranaki Whānui ki te Upoko o Te Ika Group". By definition, the Commercial Activities do not encompass all of the Trust purposes. Indeed, the Trust objects and purposes set out in cl 2.3 clearly include purposes that do not fall within

the definition of Commercial Activities.[11] The Trust Deed also separately defines "Development Activities" as any activity carried out in pursuit of the Trust Purposes which has as its principal objective the cultural and social development of Taranaki Whānui ki te Upoko o Te Ika. Therefore, TWL simply cannot manage all of the affairs of the Trust.

[33] Moreover, cl 6.4 of the Trust Deed sets out the governance relationship between the Trustees and TWL. It provides:

> **6.4 Commercial Activities/Monitoring:** In giving effect to the Trust Purposes the Trustees shall be responsible for monitoring and otherwise overseeing the activities of [TWL]. The Trustees shall not conduct or otherwise undertake in their own right Commercial Activities and shall only undertake those Development Activities that have not, from time to time, been delegated to [TWL]. The Trustees shall also exercise their ownership or other rights and interests in [TWL] in such a way as to promote the performance of [TWL] of its objectives as set out in this Trust Deed.

[34] The Trustees are clearly responsible for monitoring and overseeing the activities of TWL and are also required to exercise their ownership or other rights and interests in TWL to promote the performance of TWL of its objectives. These responsibilities are not to be taken lightly. While the quorum clause is engaged, the Trustees simply do not have the power to act in discharge of these responsibilities. During this period, TWL will operate unmonitored. That should not be permitted.

[35] I also have reservations as to whether this Court can make orders deferring the elections required by the quorum clause. To do so would allow a deviation from the strict terms of the Trust Deed. I am not prepared to do that, for the following reasons:

(a) This Court's powers under s 237 are subject to the express provisions of Part 12 of the Act. Section 244 is an express provision within Part 12 that deals with variations of trust. It overrides any inherent jurisdiction of the Court per s 237. It requires, among other things, for this Court to be satisfied that the beneficiaries have had sufficient notice of the variations and sufficient

[11] See for example Trust deed, cl 2.3(a) (being the promotion, restoration and revitalisation of the educational, economic, spiritual, and cultural well-being of the people of Taranaki Whānui ki te Upoko o Te Ika), cl 2.3(b) (being the maintenance and establishment of places of cultural or spiritual significance to Taranaki Whānui ki te Upoko o Te Ika) and cl 2.3(c) (being the promotion amongst Taranaki Whānui ki te Upoko o Te Ika of health, well-being and the relief of poverty, including without limitation support for the aged and those suffering from mental or physical sickness or disability).

opportunity to discuss and consider them. This Court must also be satisfied that there is a sufficient degree of support for the variations among the beneficiaries. The beneficiaries of the Trust have simply not had an opportunity to consider whether the Trust Deed should be varied so as to defer the election otherwise required by operation of the quorum clause. Section 244 is not satisfied.

(b) Even if s 244 is put to one side, the High Court has been reluctant to authorise deviations from the strict terms of trust.[12] There appears to be good reason for the quorum clause. Its purpose is to ensure that there are a minimum number of duly elected Trustees in office to make Trustee decisions. If the number of Trustees falls below the minimum, the continuing Trustees can no longer make decisions except to fill the vacancy. This is a protection mechanism to ensure that substantive Trustee decisions can only be made if there is a quorum. I am reluctant to override this protection mechanism.

(c) The Trust Deed itself includes a variation clause. That requires any amendments to be approved by way of a special resolution.[13] Certain provisions are entrenched, although the quorum clause is not one of them.[14] A special resolution must be passed with the approval of not less than 75 per cent of the adult members of Taranaki Whānui ki te Upoko o Te Ika who validly cast a vote in accordance with the process set out in sch 4 of the Trust Deed. No special resolution has been passed to amend the quorum clause.

[36] The interplay between ss 236, 237 and 244 of the Act and a variation provision in a trust deed raises interesting questions concerning how the terms of a trust constituted in respect of any General land owned by Māori (particularly a post-settlement governance entity) can be varied. For example, does the combination of s 236(1)(c) and s 244 mean that any trust variations must be approved by the Court, despite the terms of trust invariably permitting such variations without Court approval? Fortunately, I need not answer that

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[12] Above, n 7.
[13] Trust Deed, cl 26.1.
[14] Trust Deed, cl 26.2.

question here. The short point is that none of the processes set out in the Act or the Trust Deed to vary the Trust Deed have been followed.

[37] I am mindful of the acknowledged issues with the Register in its current state. Although I grant orders (by consent) to enable the agreed workplan to be undertaken, I acknowledge that all of the issues with the Register are unlikely to be addressed before an election under the quorum clause is held. Unfortunately, that is an unavoidable consequence at this stage in relation to the election of one Trustee to fill the vacancy. I am expecting, however, that the Register issues will be resolved in time for the next substantive Trustee election to be held in 2021 per sch 2 of the Trust Deed.

Ngā Aronga

Directions

[38] Per s 237 of Te Ture Whenua Māori Act 1993 and by consent, I direct that:

(a) The parties meet with Sir Wira Gardiner to agree a Workplan to resolve the registration issues ("the Workplan").

(b) The Workplan should be filed with the Court no later than one month after the date of this decision and is to be made publicly available to members of Taranaki Whānui ki Te Upoko o Te Ika in the manner outlined in paragraph (e) below.

(c) The Trustees are to report back to this Court and to members of Taranaki Whānui ki Te Upoko o Te Ika on progress in implementing the Workplan, at regular intervals to be agreed as part of the Workplan.

(d) That, subject to his agreement and the Trustees agreeing to appropriate terms of engagement, Sir Wira Gardiner is appointed to oversee the implementation of the Workplan.

(e) That the Register Report be made publicly available for all members of Taranaki Whānui ki Te Upoko o Te Ika within two days of the date of this decision, including by publication of the Register Report on the Trust's

website and by a pānui being sent to all members of Taranaki Whānui ki Te Upoko o Te Ika for whom the Trust has contact details explaining:

(i) The key findings set out in the Register Report;

(ii) That the full Register Report is available on the Trust's website; and

(iii) These directions of the Court.

(f) As agreed by the Trustees, the cost of Sir Wira Gardiner's involvement in overseeing the Workplan is to be met by the Trust, subject to them agreeing appropriate terms of engagement with Sir Wira Gardiner.

Ka pānuitia ki Te Whanganui-a-Tara a te whā karaka o te rā tekau mā rua o Here-turi-kōkā i te tau 2020.
Pronounced at 4.00 pm in Wellington on this 12th day of August 2020.

D H Stone
JUDGE