

**IN THE MĀORI LAND COURT OF NEW ZEALAND  
TAITOKERAU DISTRICT**

**A20170001815  
CJ 2017/5**

UNDER Section 45, Te Ture Whenua Māori Act 1993

IN THE MATTER OF Pani Mocaraka and a succession order and order determining ownership of a dwelling house on Waima C8 block made at 2 Kaikohe (Succession) MB 32-33 on 31 March 1993

BETWEEN MIHA MAIHI MOKARAKA, ANNE EDITH FORSTER THOMSON, IDA MORGAN, JOHN MOKARAKA, BARNEY PANI MOKARAKA, DAVID RUDOLPH MOKARAKA AND MARTHA WAITI  
Applicants

Hearings: 27 February 2019, 2019 Chief Judge's MB 291-307  
4 September 2019, 2019 Chief Judge's MB 1019-1055  
(Heard at Whangārei)

Judgment: 1 November 2019

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**JUDGMENT OF DEPUTY CHIEF JUDGE C L FOX**

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## **Introduction**

[1] Miha Maihi Mocaraka, Anne Edith Forster Thomson, Ida Morgan, John Mocaraka, Barney Pani Mocaraka, David Rudolph Mocaraka and Martha Waiti ('the applicants') seek an order under s 45 of Te Ture Whenua Māori Act 1993 ('the Act') to amend (a) certain succession orders and (b) an order determining ownership of a dwelling located on land known as Waima C8 block made on 31 March 1993 at 2 Kaikohe Succession MB 32-33 and relating to Pani Mocaraka ('the deceased') who is the applicants' father.

[2] The applicants claim that the said orders are incorrect due to a mistake, error or omission in the presentation of the facts of the case to the Court, because:

- (a) The vesting was made without knowledge or consent of the applicants; and
- (b) Fraudulent actions were committed by a person or persons impersonating the applicants on a Family Arrangement document and other correspondence.

[3] The applicants claim they have been adversely affected by the orders complained of because documentation was presented to the Court that misrepresented the position of the applicants and affected interests they may have been entitled to.

## **Background**

[4] A Report and Recommendation dated 24 January 2019 and a Supplementary Report dated 13 August 2019 set out the background to the application. The reports are reproduced in full as follows:-

### **APPLICATION UNDER SECTION 45 OF TE TURE WHENUA MĀORI ACT 1993 REPORT AND RECOMMENDATION**

#### **Introduction**

1. This application, filed by Miha Maihi Mocaraka and six others (the applicants), seeks to amend succession orders and an order determining ownership of a dwelling made at 2 Kaikohe (Succession) MB 32 in respect of Pani Mocaraka, deceased and the ownership of a house situated in Waima C8.

2. The applicants state that the said order is incorrect due to a mistake, error or omission on the part of the Court and state that:
  - a) The order is wrong because they were not aware of either Court sitting at 2 KH(s) 23 – 25, 3/2/93 and 2 KH(s) 32 – 33, 31/3/93; and
  - b) The decision by the Court to award their siblings, Bessie Pine Mocaraka and Tahi Mocaraka, the land and the house were done without their knowledge.
3. The applicants claim that they have been adversely affected because documents that were presented to the Court misrepresented the position of the applicants and affected any interests they may have been entitled to.

**Concise history of Order sought to be amended/cancelled**

4. Succession to the deceased was first heard at 2 Kaikohe (Succession) MB 23 - 25 (3 February 1993). The application was adjourned to allow time for the family to discuss the legal issues. A copy of the minute is reproduced:

Section 78A/1967 – Pani Mocaraka, Deceased

Present: Tahi Mocaraka, Martha Waiti, Bessie Mocaraka, David Mocaraka

**Tahi Mocaraka:** My sister Anne Forster the applicant not present. I am the son of the deceased. He died at Waima on 1 December 1992. I attended his funeral. Buried at the Kaikohe public cemetery. He left a will – not probated. The land to go to myself and Anne Forster and the house on Waima C8 to Martha and Bessie. Married once only and to Lily Moana Maihi. They had 10 children:

1. Joe Hohaia Mocaraka, (m), 21 Guy Rd, Kaikohe
2. Miha Maihi Mocaraka, (m), 40 Alexander Cres., Otara
3. Anne Edith Forster, (f), 6 Eterna Pl, Manukau
4. Ida Morgan, (f), PO Mangonui
5. Barney Pani Mocaraka, (m), 10 Taraire Street, Kaikohe
6. David Rudolph Mocaraka, (m), 44A Raihara Street, Kaikohe
7. Bessie Pine Mocaraka, (f), PO Taheke, Kaikohe
8. Tahi Mocaraka, (m), c/o Taheke PO, Kaikohe
9. John Robin Mocaraka (m), 10 Routley Ave, Kaikohe
10. Martha Waiti, (f), 44A Raihara St, Kaikohe

I ask that lands be vested in myself and Anne Edith Forster according to the will. The house on Waima C8 to go to Bessie solely. All present agree. Consent filed by Anne Edith Forster agreeing.

**COURT:** Persons entitled are those numbered 1 – 10. Applicant seeks orders Section 78A/67 vesting the lands:

|            |            |
|------------|------------|
| Pakanae 5A | \$64.00    |
| Waima B4   | \$743.00   |
| Waima C8   | \$7 167.00 |

In Nos 3 and 8 equally.

**Witness continues:** The house on Waima C8 was built for my father in 1988. Financed through Housing Corporation. Family block and all consented to him building the house.

**COURT:** (after perusing will)

I would make 2 observations. First, the clause (3) in the Will "gifting" shares in Maori land is expressed " I give and bequeath....." An interest in land is a devise, not a bequest. Whilst "shares" in Maori land are spoken of, they are not like shares in a limited liability company. They are interests which are conveyed by devise rather than gift in a will.

I do not make any comment as to whether that invalidates the succession to those shares in terms of the Will.

Secondly, the gift of an interest in the house cannot be made without also succession to an interest in the land. The Court cannot make the orders sought without the applicant having an interest in the land.

They are legal issues which need consideration.

Adjourned for family to discuss. Copy to applicant.

5. The application returned to Court on 31 March 1993. The Court made orders per s 78A of the Māori Affairs Act 1953 vesting the interests of the deceased in Bessie Pine Mokaraka and Tahi Mokaraka in accordance with the terms of a family arrangement. The ownership of the house was vested in Bessie Pine Mokaraka, solely. A copy of the minute is reproduced:

Section 78A/1967 – Pani Mokaraka, Deceased

Present: Tahi Mokaraka, David Mokaraka, Joe Mokaraka, Barney Mokaraka and John Mokaraka

**Tahi Mokaraka o/o**

I produce letter dated 20.3.93 signed by all issue of deceased as set out at 2 KH(s) 23 – 25. It is agreed that all lands vest in Bessie Pine Mokaraka and me (Tahi) as trustees for the family. I ask that house on Waima C8 be determined to be owned by Bessie solely. She will repay mortgage.

**COURT:** Orders accordingly 78A/53 and 30(1)(a)/53

**Identification of evidence that may be of assistance in remedying the mistake or omission**

6. The applicants have provided the following documents in support of their application:
  - a) A letter dated 13 February 2017 stating that the agreement presented in Court was a fraud and that the following persons disavow knowledge of the agreement and signing it:
    - ii. Anne Edith Mokaraka Forster Thomson
    - iii. Ida Morgan
    - iv. Barney Mokaraka
    - v. David Mokaraka
    - vi. John Mokaraka

vii. Martha Mocaraka-Waiti

- b) A copy of the panui notice for the first hearing - sent to Anne Forster
- c) A copy of minutes from 2 KH(s) 23 - 25 (3 February 1993)
- d) A copy of the panui notice for the second hearing - sent to Anne Forster
- e) A copy of the letter of family agreement (dated 20 March 1993) presented at Court
- f) Copy of the order determining ownership of dwelling - 2 KH(s) 23 - 25 (3 February 1993)
- g) Copy of Succession order – Pani Mocaraka, deceased - 2 KH(s) 23 - 25 (3 February 1993)
- h) Copy of the application to determine ownership of dwelling – to transfer the ownership of the house occupied by Bessie Pine Mocaraka to Tahi Mocaraka for his exclusive use and occupation.
- i) Copy of the memorial schedule report showing cancellation occupation order (Bessie Pine Mocaraka) and issuing of new occupation order in favour of Tahi Mocaraka of an area of 3102m<sup>2</sup> at 31 Kaikohe MB 297 – 298 (14 June 2002).
- j) A copy of the Will of Pani Mocaraka.
- k) Copy of death certificate for Pani Mocaraka
- l) Affidavit of Barney Mocaraka and letters by other members of the Mocaraka whanau
- m) Letter dated 13 February 2017 from the Mocaraka whanau to the Chief Judge regarding succession application to Tahi Mocaraka
- n) Copy of the succession minute – Tahi Mocaraka, deceased – 139 Taitokerau MB 232 – 236
- o) Copy of death certificate for Tahi Mocaraka

### **Court Research**

- 7. Pani Mocaraka died on 9 March 1992 aged 60. His death certificate records that he was a child of Kereama Tete Mocaraka and Bessie Pine Mocaraka (nee Ruka).
- 8. Pani Mocaraka left a will dated 11 April 1989, which was witnessed by a law clerk and solicitor from the firm of Beer Lovegrove, Kaikohe. No grant of Administration was ever sought for the estate.

The deceased's will is reproduced as follows:

**THIS IS THE LAST WILL AND TESTAMENT** of me **PANI MOKARAKA** of Waima, Lines Overseer, domiciled in New Zealand.

1. **I REVOKE** all wills and other testamentary dispositions previously made by me.
2. **I APPOINT ANNE EDITH FORSTER** of Auckland, Married Woman (hereinafter referred to as "my trustee") sole executrix and trustee of this my will.
3. **I GIVE AND BEQUEATH** free of all duties all my shares in Maori land to such of my children **TAHI MOKARAKA** and **ANNE EDITH FORSTER** as survive me and if more than one in equal shares.
4. **I GIVE** any motor car of which I may die possessed to my daughter **MARTHA MOKARAKA**
5. **I GIVE** all my livestock, implements and farm plant ... to **ANNE EDITH FORSTER, MARTHA MOKARAKA and JADE KYLE MOKARAKA** or the survivor of them in equal shares.
6. **I GIVE** my house on Waima C8 Block which I own by virtue of an Ownership Order made on 23<sup>rd</sup> January 1986 and recorded in the Kaikohe Minute Book Volume 15 Folio 48, together with the contents including all furniture and household chattels to my daughters **MARTHA MOKARAKA** and **BESS PINE MOKARAKA** as tenants in common in equal shares.
7. **I GIVE** the remainder of my property of whatsoever kind and wherever situate **UNTO MY TRUSTEE UPON TRUST** to pay thereout my debts funeral and testamentary expenses and all duties payable upon the whole of my dutiable estate and to give the residue to such of the following as survive me and if more than one in equal shares:
  1. My daughter **MARTHA MOKARAKA**
  2. My grandson **JADE KYLE MOKARAKA**

**IN WITNESS WHEREOF** I have hereto set my hand this 11<sup>th</sup> day of April One thousand nine hundred and eighty nine (1989).

**SIGNED** by the testator the said **PANI MOKARAKA** in our presence and attested by us in his presence:

9. An application was lodged per s 78A of the Māori Affairs Amendment Act 1967 on 11 December 1992 by Tahi Mokaraka and Anne Edith Forster.
10. I note that the application contains a hand written note from Anne Edith Forster dated 31 January 1993 consenting to transfer the land containing the house block "Waima C8". A copy of this correspondence is reproduced:

31<sup>st</sup> Jan 1993

I Anne Edith Forster do give my approval that the land on which the house in Waima is situated be signed over to Bessie Pine Mokaraka – the area being Block Pt Waima C8 Block IV Waoku SD 0.40470 – area

To be verified by the Judge first to assured that it is correct

11. The application was first heard at 2 Kaikohe (Succession) MB 23 - 25 (3 February 1993). The application was adjourned to allow time for a family discussion.
12. In response to the adjournment Tahī Mokaraka lodged correspondence dated 20 March 1993 which surrenders all interests in Māori land to Tahī Mokaraka and Bessie Pine Mokaraka. It also records the surrender of the house to Bessie Pine Mokaraka. The document “appears” to be signed by all ten children of the deceased. A copy of the correspondence is reproduced:

20.3.93

Maori Land Court  
Tai Tokerau District

Tena koe

Re: Pani Mokaraka

We the issues of Pani Mokaraka

- 1 Hohaia Joe Mokaraka
- 2 Miha Maihi Mokaraka
- 3 Anne Edith Forster
- 4 Ida Morgan
- 5 Barney Pani Mokaraka
- 6 David Rudolph Mokaraka
- 7 Bessie Pine Mokaraka
- 8 Tahī Mokaraka
- 9 John Robin Mokaraka
- 10 Martha Waiti

Surrender whatever shares in Maori land which our Father owned to Tahī Mokaraka (8) and Bessie Pine Mokaraka (7) equally with the condition that the land is never to be sold. If, in the event either Tahī Mokaraka or Bessie Pine Mokaraka should wish to surrender their shares in the future, they are to be succeeded back to the family equally. We also surrender the house left by dad to Bessie Pine Mokaraka solely

Thanking you  
Yours faithfully

*Signed by those listed No. 1 to 10*

13. As a result of the evidence before the Court, including “the correspondence of 20 March 1993”, the Court made orders disposing the interests of the deceased as follows:

| <u>Block</u> | <u>Successors</u>                     | <u>Share</u> |
|--------------|---------------------------------------|--------------|
| Pakanae 5A   | Bessie Pine Mokaraka<br>Tahī Mokaraka | equally      |
| Waima B4     | Bessie Pine Mokaraka<br>Tahī Mokaraka | equally      |
| Waima C8     | Bessie Pine Mokaraka<br>Tahī Mokaraka | equally      |

14. The Court also determined that the ownership of the house resided with Bessie Pine Mocaraka.
15. At 31 Kaikohe MB 183 - 184 (14 July 2002) the Court heard an application for an occupation order (to transfer the occupation order issued to Bessie Pine Mocaraka to Tahī Mocaraka). The application was adjourned to enable Tahī Mocaraka to obtain consent from other land owners and to file a whānau trust application. A copy of the minute is reproduced:

s. 328/93 Waima C8

Tahī Mocaraka

Also present: Caroline Mocaraka

I refer to the order made on 31/03/93 determining re: ownership of a house on the land to be the property of Bessie Pine Mocaraka. I refer also to a letter from Bessie Mocaraka dated 16/11/01 transferring her interest in the house and section to me.

COURT: The section area described on the diagram filed amounts to 3102m<sup>2</sup> (i.e. a little over ¾ acre). The ownership of the house was determined as being Bessie's at the hearing of the succession to their father Pani Mocaraka on 03/02/93(2 KH(s) 32). It was agreed that Bessie would carry on paying the mortgage.

The applicant has the same number of shares in the block as his sister Bessie (i.e. 20.666), **although it was agreed at 2 KH(s) 32 that the ownership of the land would be held as trustees by Tahī & Bessie for all of Pani Mocaraka's children.**

The Court can transfer the same interest as Bessie has in the house, to Tahī, it must only grant an area for exclusive occupation with the consent of the other owners.

**Since the hearing on 03/02/93 whānau trusts have been available Bessie and Tahī should now fulfil their obligations of their trust as agreed in the succession to their father, by forming a whānau trust.** The application is adjourned to enable the applicant:

- (a) To obtain the consent of the other owners for the occupation order for an area of 3012m<sup>2</sup> as shown on the diagram filed; &
- (b) To file an application pursuant to s. 214/93. If the applications is filed within 2 months, the application fee will be waived.

Adjourned to next Kaikohe

Copy to applicant

16. The application was heard again at 31 Kaikohe 297 – 298 (14 June 2002) with the Court granting Tahī Mocaraka an occupation order. A copy of the minute is reproduced:

s. 328/93 Waima C8

Tahī Mocaraka

I refer to the minutes of a hearing on 01/02/02. I now file letter of consent dated 12/04/02 from the Walter Waharai Mocaraka Whānau Trust & also W.P & A Ngawhare dated 05/04/02.

**Concerning the whānau trust we need further time for that.**

I am purchasing the house from Bessie (my sister) with Housing Corp. finance which is conditional upon our order by 28/06/02.

Court: This is an existing dwelling. It is not something afresh which requires identification etc. Everyone contacted consents. It is in respect of the same dwelling for which the Court previously made an order on 31/03/93 (2 KH(s) 32 – 33)

Orders accordingly pursuant to s. 328/93 as sought granting to the applicant Tahi Mocaraka the exclusive use & occupation of an area of 3102m<sup>2</sup> as shown on the diagram filed. Order to release immediately.

If the applicant files an application pursuant to s. 18(1)(a)/93 within 2 months, signed with the consent of Bessie Mocaraka, to determine the ownership of a dwelling, the application fee will be waived & orders made in chambers without need for it being set down in the panui or further appearance.

Copy to applicant.

17. Tahi Mocaraka died intestate on 19 November 2011 and was survived by seven children.
18. Succession to Tahi Mocaraka is recorded at 139 Taitokerau 232 – 236 (16 September 2016). The affected interests (including the occupation order) of Tahi Mocaraka were vested in his seven children per s 118 and 109(a) of the Act as follows:

| <u>Block</u>                          | <u>Successors</u>  | <u>Share</u> |
|---------------------------------------|--|--------------|
| Pakanae 5A                            | Reece Aidan Mocaraka<br>Harawai Riff Allen-Mocaraka<br>Panya-Moana Noeline Allen-Mocaraka<br>Tina Ida Mariah Allen-Mocaraka<br>Cheyden Brandon Alex Julian Allen-Mocaraka<br>Joan of Arc Ani Irakau Ani Allen-Mocaraka<br>Kahurangi Pine Kataraina Te Aroha Allen Mocaraka | equally      |
| Waima B4                              | Reece Aidan Mocaraka<br>Harawai Riff Allen-Mocaraka<br>Panya-Moana Noeline Allen-Mocaraka<br>Tina Ida Mariah Allen-Mocaraka<br>Cheyden Brandon Alex Julian Allen-Mocaraka<br>Joan of Arc Ani Irakau Ani Allen-Mocaraka<br>Kahurangi Pine Kataraina Te Aroha Allen-Mocaraka | equally      |
| Waima C8                              | Reece Aidan Mocaraka<br>Harawai Riff Allen-Mocaraka<br>Panya-Moana Noeline Allen-Mocaraka<br>Tina Ida Mariah Allen-Mocaraka<br>Cheyden Brandon Alex Julian Allen-Mocaraka<br>Joan of Arc Ani Irakau Ani Allen-Mocaraka<br>Kahurangi Pine Kataraina Te Aroha Allen-Mocaraka | equally      |
| Waima C8<br><b>(occupation order)</b> | Reece Aidan Mocaraka<br>Harawai Riff Allen-Mocaraka<br>Panya-Moana Noeline Allen-Mocaraka<br>Tina Ida Mariah Allen-Mocaraka<br>Cheyden Brandon Alex Julian Allen-Mocaraka<br>Joan of Arc Ani Irakau Ani Allen-Mocaraka<br>Kahurangi Pine Kataraina Te Aroha Allen-Mocaraka | equally      |

19. On 11 May 2017, Miha Maihi Mokaraka and five others lodged an application per s 19 of the Act seeking an injunction over the dwelling until the application to the Chief Judge had been resolved.
20. The application for injunction was heard at 158 Taitokerau MB 35 – 57 (27 July 2017) with the Court granting an interim injunction as follows:

I now issue my decision and I grant an interim injunction preventing Reece Mokaraka, Harawai Mokaraka, Panya Mokaraka, Tina Mokaraka, Tina Mokaraka, Cheyden Mokaraka, Joan Mokaraka and Kahurangi Mokaraka from charging rent or taking steps to evict Jeremy Mokaraka from the house located on Waima C8. That order is to continue until further order of the Court.

To avoid doubt, that order does not prevent those persons from visiting the house or the land over that period.

### Discussion

21. Pani Mokaraka died on 9 March 1992, leaving a will dated 11 April 1989.
22. The will was poorly drafted.
23. The intent of the will in respect of the deceased's Māori land was twofold:
  - a) Leaving his interests in Maori land to **TAHI MOKARAKA** and **ANNE EDITH FORSTER**, equally
  - b) Leaving his house on Waima C8 Block to **MARTHA MOKARAKA** and **BESS PINE MOKARAKA**, as tenants in common in equal shares.
24. At 2 Kaikohe (Succession) MB 23 – 25 it was noted that deceased's gift of an interest in the in the house could not be completed unless it accompanied by a gift of land.
25. Given the statement of claim there are two possible scenarios. And I will consider each in turn.

*The whanau agreement is false.*
26. The first, is that the document purporting to be a letter of family arrangement (dated 20 March 1993) to the Court is "false".
27. A number of person purported to have signed the document have made statements that the document produced to the Court at 2 Kaikohe (Succession) MB 23 – 25 is false and incorrect. The current seven applicants all claim not to have signed the document or have any knowledge of the application.
28. Should this prove the case then the succession orders made at 2 Kaikohe (Succession) MB 23 – 25 should cancelled
29. A fresh application should be made to the Court and the executors of the estate should seek legal advice whether a grant of probate is required to prove the will.
30. A fresh application should be made to determine ownership of the dwelling with submissions required from parties on the following matters:

- a) Was the house a fixture or a chattel
- b) What consideration needs to be given to the purchase of the property from Bessie Mocaraka to Tahī Mocaraka and the continued payment of the mortgage.

*The whānau agreement is true and correct*

31. The second, is that the document purporting to be a letter of family arrangement (dated 20 March 1993) to the Court is “true and correct”.
32. The agreement represented a compromise between whānau members in order to try and give effect to the intentions of the deceased in his will and the views of the whānau.
33. I note that the agreement called for the persons named as beneficiaries to return the shares back to the whānau in event of an alienation of the shares.
34. While the applicants disavow any knowledge of the “letter or agreement” or the application, the Court records note the attendance of David Mocaraka, Barney Mocaraka and John Mocaraka (three of the current applicants). If the attendance record is to be believed then three of the current applicant’s had knowledge of the application, the letter dated 20 March 1993 and had no objection to the orders that were made at 2 Kaikohe (Succession) MB 32.
35. At 31 Kaikohe MB 183 – 184 the Court indicated that the agreement created a trust which the beneficiaries (Bessie and Tahī) were obligated to fulfil by constituting a whānau trust.
36. At the following hearing (31 Kaikohe MB 297 – 298) Tahī indicated that they weren’t ready to proceed with the whānau trust application, which I take as acceptance of his responsibility under the whānau agreement.
37. The resultant application to constitute the whānau trust has never been filed with the Court.

*Summary*

38. Ultimately, I agree with the sentiments of Judge Armstrong at 158 Taitokerau MB 35 – 57, that basically the case comes down to credibility.
39. I believe that further evidence needs to be received by the Court before a decision can be made.

**Details of subsequent Orders affecting lands to which this application relates**

40. 31 Kaikohe 297 – 298 (14 June 2002) – Transfer of occupation order from Bessie Mocaraka to Tahī Mocaraka.
41. 139 Taitokerau 232 – 236 (16 September 2016) - succession to Tahī Mocaraka

**Reference to areas of difficulty**

42. Where the beneficiaries under the terms of whānau agreement obligated to form a whānau trust was indicated by the Court at 139 Taitokerau 232 – 236 (16 September 2016).
43. Did the transfer of the house (31 Kaikohe 297 – 298) represent an alienation under the terms of the agreement requiring Bessie Mocaraka to transfer the shares she held in Waima C8 back to the family in equal shares?
44. I note that the deceased (Pani Mocaraka) entered into two separate mortgage agreements with the Housing Corporation of New Zealand. The combined sum of the two mortgages equated to \$60,220. Following the death of Pani Mocaraka the payment of the mortgage was taken over by Bessie Mocaraka.
45. The ownership of the house was transferred at 31 Kaikohe 297 – 298 from Bessie Mocaraka to Tahī Mocaraka (at which stage Tahī Mocaraka would have assumed the responsibility for paying the mortgage).
46. There is no information on file regarding the purchase price agreed between Bessie Mocaraka and Tahī Mocaraka, nor the amount of the mortgage serviced by Tahī Mocaraka under the terms of the mortgage. I note that the mortgage has not been discharged from the title.
47. According to rating information from the Far North District Council the rateable value of 351 Waima Valley Road is \$115,000 (comprised of \$94,000 improvement value and a land value of \$21,000).

**Consideration of whether matter needs to go to full hearing**

48. As directed by the Deputy Chief Judge, the application is set down for hearing in the Whangarei Māori Land Court on **Wednesday 27 February 2019 at 3.30pm.**

**Recommendation of course of action to be taken**

49. If the Deputy Chief Judge is of a mind to exercise her jurisdiction, then it would be my recommendation that:
  - a) A copy of this report be sent to those affected parties, for whom we have contact details for, **giving them an opportunity to comment or respond, in writing by 14 February 2019.**
  - b) That a special valuation be obtained to ascertain the value of the house;
  - c) That whānau for Tahī Mocaraka provide information relating to the purchase of the house from Bessie Mocaraka, and the payment history of the mortgage.
  - d) That parties undertake mediation to ascertain whether a mediated agreement can be reached regarding the possibility of constituting a whānau trust.

**APPLICATION UNDER SECTION 45 OF TE TURE WHENUA MĀORI ACT 1993  
SUPPLEMENTARY REPORT**

**Introduction**

1. This application was filed by Miha Maihi Mocaraka, Anne Edith Forster Thomson, Ida Morgan, Barney Pani Mocaraka, David Rudolph Mocaraka, John Mocaraka and Martha Waiti ('the applicants') to amend a succession order and an order determining ownership of a dwelling dated 31 March 1993 at 2 Kaikohe (Succession) MB 32 relating to Pani Mocaraka ('the deceased').
2. A Report and Recommendation ('the Report') dated 24 January 2019 was prepared and distributed to all affected parties the Court was aware of.
3. The Report recommended that further particulars be provided on the purchase of the house from Bessie Mocaraka and that a special valuation of the dwelling be made. It also recommended mediation to ascertain whether agreement could be reached between the parties on constituting a whānau trust.
4. On 27 February 2019 at 2019 Chief Judge's MB 291-307, Her Honour Deputy Chief Judge Fox adjourned the application until further notice. Her Honour then directed the case manager to do a further supplementary report that provided an update on all the material that had been filed and its relevance to the main issue before the Court, which was whether or not the Court made a mistake, error of law or fact or an omission and the reason why the Court had made a mistake.

**Further information provided to the Court:**

5. Tina Allen-Mocaraka submitted an affidavit in opposition to the application. Her mother, Caroline Ada Mocaraka on behalf of all of the tamariki of Tahi Mocaraka submitted the following, namely that:

(a) it was the responsibility of the applicants to engage a Hand Writing and Document Examiner to prove the letter concerning the family succession arrangement was true or false.

(b) a Special Valuation would not be sought as:

the potential advantages to be gained from doing so will not justify the cost or trouble involved. The house is in a bad state of disrepair.

(c) on the house purchase and payment history of the mortgage:

.... Errol Warren of HCNZ told me they had sent Tahi a letter regarding a Settlement Payment of \$10,000 back in 2011. But as was mentioned in other correspondence I gave to the Court, the debt is so old, HCNZ was no longer chasing the debt. This was the time Tahi had moved to Auckland for Cancer treatment. The house was not purchased back in the '90s from Bessie. But as Doreen Beer confirmed to us when we went to see her in '94, she told us Bessie also hadn't gone to H/Corp. This is why it remained under Pani Mocaraka Estate. We paid the mortgage for the 12 yrs we were in there, for which I'm still waiting on confirmation from Errol.

- (d) a mediated agreement to constitute a whānau trust with the applicants was not an option.
6. A report titled 'Re Questioned Signatures on Māori Land Court Agreement Document. Ref Case No. 238. 13-11-17' by Handwriting and Document Examiner, Graphologist Mike Maran ('the Handwriting Report') was prepared on the instruction of applicant Anne Thomson and submitted to the Court. Mr Maran has a Certificate of Training from the school of Reed Hayes (USA basic) and from the school of Kathy Koppenhaver (USA advanced). He is also a practising graphologist with a 'Diploma in Advance Studies in Contemporary Graphology' from Dr Erika Karohs (US). He is also a member of the Scientific Association of Forensic Examiners and is a charter member of the International Association of Document Examiners.
  7. An incomplete version of the Handwriting Report was submitted during the hearing on 27 February 2019 at 2019 Chief Judge's MB 291-307. Following a request made by the file case manager, the list of Submitted Documents (detailed at point 22 of the Handwriting Report) was provided to the Court on 23 July 2019 and has been distributed to all affected parties the Court is aware of as an attachment to this report.
  8. Paragraph 6 of the Handwriting Report sets out Anne Thomson's brief to Mr Maran:

My instructions are to examine 4 questioned signatures on Page 2 of a 10 signature agreement pertaining to the Pani Mocaraka Estate. Mrs Thompson claims that these signatures have been forged. I am to ascertain if these signatures are genuine or not by comparison with the known signatures. The questioned signatures are referred by me as Q2, Q3, Q6 & Q10. The questioned signature numbers correspond with the number next to the signatures on the agreement. The known signatures are referred by me as K2a, K2b, K2c; K3a, K3b; K6; K10. The known signatures also correspond with the same number as the questioned signatures.
  9. 4 of 7 applicant signatures (being Miha Mocaraka, Anne Foster, David Mocaraka and Martha Waiti) on the Family Arrangement document were examined within the Handwriting Report, with the other 3 applicants having no signature examples dating from the early to mid-1990's to provide to Mr Maran.
  10. Paragraph 21 of the Handwriting Report measured the signatures against terminology described in Part 4.1 of the 'Guide for Expressing and Reporting Opinions for Handwriting Examination' which is repeated in full below. Parts 4.2 and 3.1 of the same guideline are included to provide further context to the conclusions reached by Mr Maran:

### **Terminology**

#### *4.1 Recommended Terms:*

**Identification (the strongest opinion of identity)** -in this case, based on the evidence at hand, identification is made within a reasonable degree of professional certainty. Other than natural variation, which is expected, no unexplainable differences are observed. The known writing compares favourably to the questioned writing. The writing contains substantial similarities, no significant dissimilarities, and there are no limitations associated with quantity or quality of writing or documentation.

**Strong probably did write** - there are substantial significant similarities in the range of writing and no significant dissimilarities. However, there may be limitations imposed, such as insufficient comparison characters and/or insufficient quantity of exemplars.

**Probably did write** - there are few significant similarities in the range of writing and no significant dissimilarities. There are limitations associated with the examination that preclude a stronger opinion. These limitations may include a lack of appropriate comparison materials.

**Inconclusive** - the range of writing may contain similarities and/or dissimilarities, but they are insufficient to make a determination of authenticity. Additionally, limitations may be placed on the examination due to quality and/or quantity of comparison materials, or other constraints.

**Probably did not write** - there are significant dissimilarities in the range of writing and no significant similarities. However, there may be limitations imposed, such as insufficient comparison characters and/or insufficient quantity of writing exemplars.

**Strong probability did not write** - there are substantial significant dissimilarities in the range of writing and no significant similarities. However, there may be limitations imposed, such as insufficient comparison characters and/or insufficient quantity of writing exemplars.

**Elimination - (the strongest opinion of rejection)** based on the evidence at hand, the examiner is absolutely certain that the writer of the known writing is not the writer of the questioned writing. The writing contains substantial dissimilarities, no significant similarities, and there are no limitations associated with quantity or quality of writing.

4.2 When a qualified opinion is offered, it is important to comment on what would make it possible to provide a stronger opinion. For example, the report might request additional or better quality exemplars in order to provide the expert with a better basis for his or her opinion

### 3. Non-original documents

3.1 When working from non-original documents, it may be possible to reach an opinion of "Identification", with respect to the handwriting or signature. However, because of the possibility of digital or other manipulation, it is improper to state that the document itself is authentic without examining the original.

## Exemplars

11. Exemplars are authentic writing specimens from known sources. Selected parts of the Guide for Examination of Handwritten or Hand-Printed Material are repeated below that assist further interpretations of the relevant set standards expected to establish the authenticity of writing:

### 3.4 Consideration of Known Material (Exemplars)

- 3.4.1 Determine whether non-original material is sufficiently legible and clear. If not of acceptable quality (too light or too dark, poor microfiche copies, faded or low resolution images, etc), discontinue the examination.

- 3.4.2 Exemplars should be relatively contemporaneous (2-3 years) with the material in question and written prior to the questioned writing to avoid the argument that the signature or writing could have later changed.
- 3.4.3 Contemporaneous exemplars from after the date of the questioned writing may be obtained in addition to the exemplars that predate the questioned writing. These exemplars demonstrate whether the known writing is consistent across the date of the questioned writing.
- 3.4.4 Exemplars must be of the same allograph (type) as the writing in question; signatures must be compared to signatures, handwriting to handwriting, hand-printing to hand-printing, initials to initials, numerals to numerals, etc. If exemplars are not of the same type as the questioned writing, discontinue the examination.
- 3.4.5 There is no specific number of exemplars required, but they must be sufficient in number to determine the writer's normal patterns of natural variation.
- 3.4.6 Exemplars should contain the same or similar phrases, words and/or letters as the questioned material. Exact wording is ideal; similar word or letter sequences is next best.
- 3.4.7 Exemplars must be verifiable as having been written by the contributor. Official or notarized documentation is preferable where available.
- 3.4.8 When provided with a limited number of comparison standards, request more exemplars. If none are available, conduct the examination to the extent possible and include in the report that the examination was limited by a small number of exemplars.
- 3.4.9 Arrange all the exemplars chronologically with respect to the date(s) of the material in question.
- 3.4.10 Conduct an intra-comparison of the exemplars to determine whether any are inconsistent with the others. Discard those that are obviously inconsistent, unless there is a logical explanation for the inconsistencies, e.g. unusual writing conditions, injury, haste or carelessness, etc.
- 3.4.11 Examine all features of the collective exemplars in an attempt to determine the contributor's handwriting habits and variables.

12. The exemplars provided to Mr Maran are as follows:

a. Miha Mokaraka:

- |                                |               |                      |
|--------------------------------|---------------|----------------------|
| K2A. Form of Declaration       | 5 May 2017    | Colour Photocopy     |
| K2B. Tenancy Agreement         | 9 May 1984    | Original. Laminated. |
| K2C. Ford Motor Credit Company | 17 March 1989 | Page 5. Original.    |

b. Anne Edith Foster (Forster):

- |                                    |                  |           |
|------------------------------------|------------------|-----------|
| K3A. Application Maori Affairs Act | 11 December 1992 | Photocopy |
| K3B. Approval letter Anne Foster   | 31 January 1993  | Photocopy |

- K3C. Parents signature on teachers report 19 July 1991 Original
- c. David Mocaraka:
- K6. Telecom Auckland Guarantor 11 September 1992 Photocopy
- d. Martha Waiti
- K10. Telecom Auckland Guarantor 11 September 1992 Photocopy
13. At point 20 of the Handwriting Report, Mr Maran summarised his following conclusions concerning the 4 signatures:
- a. Miha Mocaraka – probable – that the signature is either genuine or well-practiced simulation.
  - b) Anne Foster – more probable than not – that the signature is either genuine or well-practised simulation.
  - c) David Mocaraka – inconclusive – opinion due to lack of fundamental evidence.
  - d) Martha Waiti – strong probability – that the signature is an attempted simulation when compared with K10.

### **Areas of Difficulty**

#### **Exemplar Quantity/Non-Original Documentation**

14. The Guide for Examination of Handwritten or Hand-Printed Material refers to the need for 'exemplars' (plural). While noting that there is no specific number of exemplars required, part 3.4.5 of the Guide for Examination of Handwritten or Hand-Printed Material states:

they must be sufficient in number to determine the writer's normal patterns of natural variation.

Circumstances where only 1 further signature example can be provided from the relevant period in question appears to be insufficient for the purpose of developing a sound view on whether dissimilarities between signatures could be otherwise interpreted as naturally occurring variations of genuine signature style.

15. Original documentation is also usually key to producing high quality examinations. Advancing a firm opinion where few original or only 1 other exemplar example exists appears to carry an increased probability of error, particularly in circumstances where the Handwriting Report at part 11(a) has pointed to the following unusual writing conditions in relation to the Family Arrangement letter:

I noted that the signatures were signed on A4 lined notebook paper. The signatures were unnaturally compressed into these ruled lines resulting in restrictive pen movements and intertangling of the upper and lower zone loops into the signatures above. This made determining the pen line and movement challenging and therefore was a further limitation for analysis purposes.

In the absence of further explanation, the possibility cannot be excluded that the existing variations present between the limited amount of exemplars provided

by the applicants, against the Family Arrangement signatures, stem (at least in part) from the limited spacing constraints provided by the latter document and which may logically account for some of the inconsistencies occurring between signatures.

16. Most of the exemplar examples provided by the applicants comprise signatures unconstrained by space limitation. Handwriting industry observers would usually concur that persons signing formal documentation usually do so with a degree of flourish that is not traditionally brought to their everyday handwriting.
17. At parts 20(h) and (i) of the Handwriting Report, Mr Maran reaches what appear to be contrary conclusions in relation to 2 signatures occurring on the same (unoriginal) document. An inconclusive finding is made for the signature of David Mokaraka 'due to lack of fundamental evidence'; 'inconclusive' being the midpoint assessment criteria that seems to indicate a split 50/50 percent chance of the signature being genuine or not. In contrast, Martha Waiti's signature on the same document is identified to a 'strong probability' category with the signature described as an attempted simulation.
18. The Guide for Expressing and Reporting Opinions for Handwriting Examination describes a 'simulation' as being:

A fraudulent writing (usually a signature) executed by attempting to copy or draw the characteristics of another's handwriting.'

As only 1 signature was provided for either person concerned and with the original document unavailable for inspection, the limitations placed in relation to the available specimen material appears to fall short of comprising reliable evidence concerning the natural variability of the handwriting of Martha Waiti against the alternative involvement of another person.

19. While not in question for the purposes of the Handwriting Report, point 11(d) of that report made the observation that the signatures of Bessie and John Mokaraka

'contained overwrites, patching and hesitations associated with simulated signatures.'

At the present point in time, the viewpoint of Bessie Henare concerning her signature on the Family Arrangement letter remains unknown.

20. At Part 11(c), 3 signatures (Miha, David and Martha) are described as being authored with the same pen while at Part 11(f) Hohaia and Bessie's names as added as stemming from the same instrument and interpreted as 'probability of common authorship'.
21. It does not clearly appear from the text of the Handwriting Report where the basis or degree of likelihood lies with any of the 4 examined signatures being 'skilful simulations' and/or those signatures ascribed as having common authorship. The disparity or gap between the reported findings against the suggestion of skilful simulations/common authorship for the most part remains unclear, as is the meaning of what is described as 'fundamental evidence'.
22. While there is some evidence to the effect that the majority of the signatures were signed by several of the persons concerned, none of the views are conclusive and are to date, uncontested. The only view that approaches a strong

probability finding of attempted simulation concerns the signature of Martha Waiti; but as previously noted, that view is formed from a sole exemplar derived from an unoriginal document. The Handwriting Report provides no indication of how many exemplar examples (originals or copies) are required before a hand writing examiner can reach absolute certainty, 50% certainty or no certainty at all.

**Consideration of whether matter needs to go to full hearing**

23. Based on the information set out above, there is insufficient evidence available for the Court to form a soundly based view that the signatures on the Family Arrangement document are probable skilful simulations.
24. A Court hearing may be required for final determination of the application.

**Procedural History**

[5] The Report and Recommendation and the Supplementary Report were respectively distributed to all affected parties, for whom addresses were known on 28 January 2019 and 16 August 2019.

[6] The application was heard before me in Whangārei on 27 February 2019 at 2019 Chief Judge's MB 291-307 and 4 September 2019 at 2019 Chief Judge's MB 1019-1055. During the last of these hearings a presentation was given on a report before the Court from Mike Maran who is a Handwriting and Document Examiner (Graphologist).

[7] The agreement he reviewed was filed by Tahī Mōkaraka and is dated 20 March 1993. It purports to surrender all interests in Māori land to Tahī Mōkaraka and Bessie Pine Mōkaraka. It also records the surrender of the house on Waima C8 block to Bessie Pine Mōkaraka. The document "appears" to be signed by all ten children of the deceased. A copy is reproduced again for convenience below:

20.3.93

Māori Land Court  
Tai Tokerau District

Tena koe

Re: Pani Mōkaraka

We the issues of Pani Mōkaraka

- 1 Hohaia Joe Mōkaraka
- 2 Miha Maihi Mōkaraka

- 3 Anne Edith Forster
- 4 Ida Morgan
- 5 Barney Pani Mokaraka
- 6 David Rudolph Mokaraka
- 7 Bessie Pine Mokaraka
- 8 Tahī Mokaraka
- 9 John Robin Mokaraka
- 10 Martha Waiti

Surrender whatever shares in Māori land which our Father owned to Tahī Mokaraka (8) and Bessie Pine Mokaraka (7) equally with the condition that the land is never to be sold. If, in the event either Tahī Mokaraka or Bessie Pine Mokaraka should wish to surrender their shares in the future, they are to be succeeded back to the family equally. We also surrender the house left by dad to Bessie Pine Mokaraka solely

Thanking you  
Yours faithfully

*Signed by those listed No. 1 to 10*

[8] In his report, Mr Maran examined four signatures on the family agreement concerning the Pani Mokaraka Estate. The allegation he was investigating was whether or not those four signatures were forged. He advised the Court that he also considered other known signatures from those four people that were dated at approximately the same time. The methodology requires that the signatures under investigation to be compared to any contemporaneous known signatures, as signature handwriting changes over time. He advised that his general analysis and observations were these:

Examining all aspects of the document.

- (a) I noted that the signatures were signed on A4 lined notebook paper. The signatures were unnaturally compressed into these ruled lines resulting in restrictive pen movements and intertangling of the upper and lower zoned loops into the signatures above. This made determining the pen line and movement challenging and therefore was a further limitation for analysis purposes.
- (b) On the reverse of the document I noted the pen indentations had a slightly heavier but consistent pen pressure patterns. This could indicate most of the signatures were from the same author. Or the paper backing was not solid enough to support a consistent pattern.
- (c) Q2, Q6, Q10 were authored with the same pen.
- (d) In particular signatures (7) (9) contained overwrites, patching and hesitations associated with simulated signatures. However, these signatures were not in question.
- (e) Q2, Q3, all had a similar degree of slant and were similar in line quality although signed with a different coloured pen.

- (f) The words 'Thanking you' 'Yours faithfully' had similar line quality, paper indentations as signatures (10) (7) (6) (2) (1) indicating that the same writing instrument was used and probability of common authorship.

[9] It was Mr Maran's evidence that with respect to the signatures of:

- (a) Miha Maihi Mocaraka (Q2) that it was 'probable' than not that the signature was either a well-practiced attempted simulation or it is genuine.
- (b) Anne Edith Forster (Q3) that it was 'more probable than not' that the signature is either a well-practised simulation or it is her genuine signature.
- (c) David Mocaraka (Q6) that it was 'inconclusive' as to whether this signature was genuine or not.
- (d) Martha Waiti (Q10) that there was a 'strong probability' that the signature was 'non-genuine'. However, the lack of exemplars restricted Mr Maran from forming any higher strength of opinion.

[10] Mr Maran then concluded *inter-alia*, that it is plausible that the same authors traits were detected on the pen-lifts for Q2 and Q3; that the same authors traits were detected on the connecting stroke between Q2 and Q3; that the same authors habitual traits of the small hook on the initial stroke were detected on both Q2 and Q10. I reserved my decision.<sup>1</sup>

### **The Law**

[11] The Chief Judge's jurisdiction to amend or cancel an order of the Māori Land Court is set out in s 44(1) of the Act:

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<sup>1</sup> [2019] Chief Judge's MB 291-307 (2019 CJ 291-307) [2019]; Chief Judge's MB 1019-1055 (2019 CJ 1019-1055)

**44 Chief Judge may correct mistakes and omissions**

(1) On any application made under section 45 of this Act, the Chief Judge may, if satisfied that an order made by the Court or a Registrar (including an order made by a Registrar before the commencement of this Act), or a certificate of confirmation issued by a Registrar under section 160 of this Act, was erroneous in fact or in law because of any mistake or omission on the part of the Court or the Registrar or in the presentation of the facts of the case to the Court or the Registrar, cancel or amend the order or certificate of confirmation or make such other order or issue such certificate of confirmation as, in the opinion of the Chief Judge, is necessary in the interests of justice to remedy the mistake or omission.

[12] The principles that are applied to s 45 decisions have been previously set out in numerous decisions made by the Chief Judge and myself. These are to be found in the judgments *Ashwell - Rawinia or Lavinia Ashwell (nee Russell)*<sup>2</sup> and in *Tau v Nga Whanau O Morven & Glenavy - Waihao 903 Section IX Block*.<sup>3</sup> I do not propose to repeat those principles again in this judgment.

[13] However, for the benefit of the parties, I note that s 44 explicitly refers to situations where the Court has made an incorrect decision due to a flaw in the evidence presented, or in the interpretation of the law, and it is necessary in the interests of justice to correct its record. For this reason, s 45 applications must be accompanied by proof of the flaw identified, either through the production of evidence not available or not known of at the time the order was made or through submissions on the law.

**Issues**

[14] I consider the issues to determine in this case are very simple:

- Was there a mistake in the presentation of facts to the Court?; and
- If so, is it necessary in the interests of justice to remedy the mistake or omission?

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<sup>2</sup> *Ashwell - Rawinia or Lavinia Ashwell (nee Russell)* [2009] Chief Judge's MB 209 (2009 CJ 209) at [15]

<sup>3</sup> *Tau v Nga Whanau O Morven & Glenavy - Waihao 903 Section IX Block* [2010] Māori Appellate Court MB 167 (2010 APPEAL 167) at [61]

**Was there a mistake or omission in the presentation of the facts of the case to the Court?**

[15] I received evidence that Miha Maihi Mocaraka, Anne Edith Foster, David Mocaraka, Martha Waiti did not sign the agreement dated 20 March 1993. Also present at the hearing was Barney Mocaraka and he claimed he did not sign the agreement.

[16] Tahī Mocaraka is deceased but he was represented by his wife Caroline Ada Mocaraka. She also represented Cheyden Allen-Mocaraka, Joan Allen-Mocaraka and Kahurangi Allen-Mocaraka. Bessie Henare (nee Mocaraka) attended representing herself.

[17] Bessie Henare's evidence (in response to a question from the Court as to who obtained the signatures) was that:

It was the whole family, Your Honour. It was after my father passed away. Everything that went through the Land Court was not done unless we had a family meeting where most of them attend. That letter, that was done, I was secretary at the time. They all agreed to it and they all signed it on that day, at every meeting and I just know in my heart of hearts that ... Tahī forged signatures. They were papers that were signed by the family who were all in there and who were all in attendance at the time.

[18] The essence of what Mrs Henare was saying was that she did not believe that Tahī signed the agreement on behalf of his siblings.

[19] The evidence of Miha Maihi Mocaraka, Anne Edith Foster, Martha Waiti and Barney Mocaraka was that they did not sign the agreement. Their evidence is augmented by Mr Maran's report, despite the methodological limitations in Mr Maran's report. Thus, I am persuaded by the evidence of the applicants on the balance of probabilities that there are sufficient grounds to establish that there was a mistake in the presentation of the evidence to the Court.

**Is it necessary in the interests of justice to remedy the mistake or omission?**

[20] Caroline Ada Mocaraka wanted the Court to take into account that Tahī and herself paid the mortgage on the house which was vested in Bessie Henare (Mocaraka) for 12 years. I have sympathy for the position that her family now find themselves as the occupation order (but not the house) is vested in Tahī's children. Carol does not live in the

house or on the land. I have weighed that factor in the balance, I am also conscious of the fact that this land is taonga tuku iho for the entire whānau.

[21] I take into account that three of the applicants, John, David and Barney were at the hearing of the application where the family arrangement was accepted by the Court in 1993 and that they all seem to have accepted that Bessie should have the house on Waima C8. She was unable to maintain it and Tahī and Caroline took it over.

[22] The fact that the land is a taonga tuku iho is a matter that I must also have regard to as required by the Preamble of Te Ture Whenua Māori Act 1993. It is also the duty of the Court to promote the retention of that land in the hands of its owners, their whānau and hapū, as provided for by the Preamble, ss 2 and 17. To allow these orders to stand is to disinherit the children of Pani based on assessments that indicate it is probable that two of the signatures on the family agreement are simulations and for one signature, the assessment was that it was highly probable. Therefore, I conclude that it is in the interests of justice to remedy this mistake as far as the succession orders are concerned.

[23] I also consider that it is not in the interests of justice to cancel the order under s 30 in favour of Bessie Henare (Mokaraka) nor should the occupation order in favour of Tahī Mokaraka (made at 31 Kaikohe 297-298) be unsettled. To find otherwise would be contrary to justice as it would allow the other members of the family to claim the benefit of the improvements made to the house (such as they are) by Tahī and his family.

### **Decision/Orders**

[24] Having regard to the above, I exercise jurisdiction:-

- (a) By granting an order under s 44 of Te Ture Whenua Māori Act 1993 amending the orders at 2 Kaikohe Succession MB 32-33 for succession made pursuant to s 78A of the Māori Affairs Amendment Act 1967 to include all the children of Pani Mokaraka, with substitution of issue where deceased.

(b) By granting a further order under s 47(4) consequentially amending the succession orders to the estate of Tahī Mokaraka made at 139 Taitokerau 232-236 on 16 September 2016 to reflect the adjustment in shares.

The Case Manager is directed to distribute a copy of this decision to all parties.

Pronounced at 4.00 pm in Gisborne on Friday this 1<sup>st</sup> day of November 2019.

C L Fox  
**DEPUTY CHIEF JUDGE**