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IN THE WAITANGI TRIBUNAL **Wai 2700**
Wai 1629

IN THE MATTER OF **The Treaty of Waitangi Act 1975**

AND IN THE MATTER OF **Porirua ki Manawatu Inquiry District**

AND

IN THE MATTER OF **Mana Wahine Kaupapa Inquiry**

IN THE MATTER OF **A Claim by Vivienne Taueki on behalf of herself and others**

FIFTH AMENDED STATEMENT OF CLAIM

Date: 27 February 2026

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Waitangi Tribunal
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Ministry of Justice
WELLINGTON

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MAY IT PLEASE THE TRIBUNAL

1. This claim is brought by Vivienne Taueki on behalf of herself, her whanau, her hapū, Ngati Tama-i-rangi (a hapū of Muaūpoko), and on behalf of all Muaūpoko, especially Muaūpoko ki Horowhenua.

2. In this Amended Statement of Claim, when the term "claimants" is used, it refers to Ngati Tama-i-rangi, Muaūpoko people who are descendants of Po Tangotango (and others) with mana over Roto Horowhenua and environs, their tupuna and their descendants.

3. The claimant is Maori and brings this claim under s6 of The Treaty of Waitangi Act 1975.

4. This claim concerns the land and resources of Muaūpoko, within the broad area of their tribal rohe:

> From the Tararua Ranges to the Tasman Sea, bounded in the north by the Rangitikei River and the south by Sinclair Head. Some hapū settled in the Queen Charlotte Sounds.

5. This claim, however, focuses on the heartland of Muaūpoko—Horowhenua.

6. Claimants are descendants of Whatonga, the grandson of Tara who came to Aotearoa in a waka known as Kurahaupo.

7. As more specifically alleged below, the claimants have suffered prejudice by virtue of the acts and omissions of the Crown in contravention of Articles II and III of The Treaty of Waitangi, or as the claimants' tupuna (including Taueki) would have signed and understood, Te Tiriti o Waitangi ("te Tiriti").

8. The claims, as more fully alleged below, relate to claimants'

    a. mana;

    b. mana whenua;

c. mana moana;

d. waahi tapu and associated mātauranga and tikanga;

e. kaitiakitanga;

f. papakainga;

g. tikanga;

h. te reo and all other expressions of culture;

i. tino rangatiratanga;

j. mana wahine, and

k. Rights to and achievement of economic development.

9. The acts performed in breach of te Tiriti were committed by Crown officials, agents and employees, by local government officials, agents and employees (under colour of Crown law) and other instrumentalities of the Crown.

10. The conduct consisted of acts, omissions, legislation, policy, regulations, decisions and conduct, and lack of decisions and failure to act, of those described in the paragraph above, all done in breach of the duties of the colonising power as described and promised by Te Tiriti o Waitangi.

Claimants

11. Claimants' whakapapa comes from Whatonga and more recently is:

Te Mou - Puakiteao

Tireo (m) Te Riunga (f) Te Ruatapu (m) Te Potangotango (m)

Te Reo-o te-Rangi Taueki = Kahukore

Ihaia Taueki = Rawinia

Tiripa Hapeta= Rahui Haare Ngapera

|

Tangi Te Kekeke Tame Toka Hurihanga Hema

Hohepa Te Pae = Maureen

Vivienne

12. The descendants of Te Potangotango have resided at Lake Horowhenua and exercised tino rangatiratanga over the lake and the environs. This rangatiratanga descended through Taueki down to the claimant and her generation and continuing.

13. At the time of te Tiriti, the hapū residing at Roto Horowhenua and having mana over it and its environs were Ngati Tama-i-rangi and one or two other hapū. Remnants of other hapū were to come to the Lake later, some as a result of being displaced by tangata heke groups and attendant fighting while others came as a result of extensive Crown purchases.

14. As part of the rangatiratanga of the lake, claimants' tupuna had kaitiakitanga over the following taonga:

    a. The Roto Horowhenua, now known as Lake Horowhenua, and its tributaries;

    b. The Hokio Stream including all its tributaries;

    c. The foreshore and seabed area within the rohe of the Claimants;

    d. Tawhirikohukohu; and

    e. All associated wahi tapu and maara kai.

15. Within Roto Horowhenua, claimants' tupuna had mana over their seven manmade islands, including:

    a. Mangaroa;

b. Karapu;

c. Ngamuiti;

d. Waipata;

e. Waikiekie;

f. Pukeiti; and

g. Roha a to Kawau.

16. They also had kaitiakitanga over their waka landings, including:

a. Te Kapa;
b. Otaewa;
c. Pukearuhe;
d. Motukowhai;
e. Puapua;
f. Kawiu;
g. Ngurunguru;
h. Waituhi;
i. Tahua;
j. Makomako;
k. Titirangi;
l. Ti;
m. Tauranga a Puka;
n. Te Rani;
o. Mangawawari;
p. Waikoukou;
q. Whakatupuki;
r. Te Hou;
s. Koropu; and
t. Te Kawe.

17. The Claimants' tupuna claim rangatiratanga over all the fisheries within their rohe, including but not limited to:

a. Toheroa;

b. Pipi;

c. Tunaheke;

d. Kakahi;

e. Kahawai;

f. Hapuka;

g. Koura, and

h. Other kai moana

18. The Claimants'also claim tino rangatiratanga over:

a. Nga Urupā:

(i) Komakarau;

(ii) Parekarangaranga;

(iii) Moutere; and

(iv) other more current urupā.

a. Their maunga, including Tararua.

b. Their clearings, including:

(i) Kawiu;

(ii) Makomako;

(iii) Te Kama;

(iv) Weraroa;

(v) Marokehengahenga;

(vi) Te Wera a Whango;

(vii) Watutua;

(viii) Kapu;

(ix) Ngurunguru;

(x) Tahua;

(xi) Titirangi;

(xii) Tatearero;

(xiii) Te Kawe;

(xiv) Tirotiro;

(xv) Pararaurekau;

(xvi) Paenoa;

(xvii) Te Whanga;

(xviii) Te Whangaiti;

(xix) Kereru;

(xx) Waerenga poka;

(xxi) Te Kai o to Kapakapa;

(xxii) Whakahoro;

(xxiii) Tikorangi;

(xxiv) Paru a uku;

(xxv) Manuao/Te Taewa;

(xxvi) Waerenga;

(xxvii) Te Weki;

(xxviii) Roto piko;

(xxix) Ta Horo;

(xxx) Kohitane;

(xxxi) Hawera;

(xxxii) Te Kama;

(xxxiii) Pakihi;

(xxxiv) Pa nga wera; and

(xxxv) Maunu wahine.

c. Their pa

(i) Pa Potangotango; and

(ii) Te Rae o Karaka.

e Their papakainga, including without limitation, Te Kapa

f Their natural resources, including:

(i) manu;

(ii) pingao;

(iii) timber;

(iv) wai; and

(v) ngahere.

Treaty of Waitangi

19. By the Treaty of Waitangi, the Crown:

    a. Confirmed and guaranteed to Claimants their tino rangatiratanga

    b. Promised to protect their land, forests and all other taonga (things important to them) and perform their obligations arising out of the Treaty; and

    c. Extended to Muaūpoko all the rights and privileges of British subjects.

Principles of the Treaty of Waitangi

20. The Crown had and continues to have duties to recognise and actively protect Maori rights and interests under the Treaty and its principles.

21. As a consequence, the Crown was and is generally required to:

    a. Ensure the Claimants retain their lands, estates, forests, fisheries, other properties and taonga so long as it is the desire of the Claimants to do so;

    b. Recognise and protect the lore, customs, cultural and spiritual heritage of the Claimants;

    c. Recognise and protect the claimants' tino rangatiratanga;

    d. Ensure the Claimants' tupuna are able to exercise tino rangatiratanga, including the right to possess, manage and control all of their property and resources in accordance with their lore, cultural preferences and customs;

    e. Ensure the Claimants were and are provided with the means to develop, exploit and manage their resources in a manner consistent with Muaūpoko's cultural preferences; and

f. Ensure that the impact upon the claimants of Government action and regulation is consistent with the Treaty and its principles and actively protect Maori and, in particular, their rangatiratanga, customs, law and properties.

22. The principles of the Treaty include its terms.

Native Land Court

23. In breach of its Treaty of Waitangi obligations, the Crown introduced the Native Land Court system that failed to protect the tino rangatiratanga of the Claimants rights to their core lands in the greater Horowhenua region.

24. The Native Land Court system resulted in large tracts of land in which claimants had customary rights and title being awarded to individual owners, in violation of tikanga and customary rights.

25. As a result, much of the land of the Claimants was alienated against the wishes of the tribe.

26. The Native Land Court system imposed heavy costs upon the resulting in further alienation of their land.

Background

27. Before 1840, in an around the early 1800s, Muaūpoko ki Horowhenua were subject to several attacks from tauiwi tribes. Muaūpoko defeated all attackers until Ngati Toa, lead by Te Rauparaha attacked in the 1820s with muskets, an implement of warfare not seen or used by Muaūpoko ki Horowhenua. After several battles, Ngati Toa took possession of Kapiti island and resided there. Muaūpoko, though devastated by the attacks and attendant killings, continued to hold their customary lands at Roto Horowhenua and environs.

28. Later, Taueki gave Whatanui, a Ngati Raukawa chief, a tuku whenua at Roto Horowhenua, demarcating the areas of residency by

pouwhenua, known as Te Uamairangi, Ngamanu, Ngatokurua and Tauateruru.

29. Before 1863, Te Rangihiwinui (Te Keepa Te Rangihiwinui (Kemp)) lived in Whanganui, with his mother's people. His father's Muaūpoko people were from Opiki, not Roto Horowhenua. Kemp served the Crown against Maori in the wars in Whanganui until around 1863 when he came to Roto Horowhenua.

Individualisation of title

30. In 1873 the entire Horowhenua Block totalling 52,000 acres was awarded to Kemp alone as owner. Because he had never lived at Roto Horowhenua, some thought the award of land was connected to his military service for the Crown.

31. On its face, this title award appeared to recognise Muaūpoko ownership of this land, but by awarding the title solely to Kemp, the Crown breached its obligations under the Treaty to protect the land rights and tino rangatiratanga of the claimants.

32. From that time forward, Kemp and his descendants and others who did not have customary rights at Roto Horowhenua were given land rights there, to the prejudice of claimants who were the ahi kaa of the lake and had been since before Te Rauparaha.

33. Awarding the Horowhenua Block solely to Kemp:

    a. Created a legal owner, from whom land could be purchased by the Crown;

    b. Imposed a European process by which land was made a commodity which could be used to repay debt;

    c. Enabled the Crown to gift land by agreement with Kemp. This resulted in a gift of 1,200 acres to Te Whatanui/Ngati Raukawa; and

d. Gave the Kemp whakapapa rangatira status at Roto Horowhenua over tangata whenua even though Kemp and his Muaūpoko tupuna were not from there.

Tino Rangatiratanga.

34. Following conflict between Ngati Raukawa, Muaūpoko and Ngati Apa over the 1873 Native Land Court decision, Kemp made an agreement with the Crown to gift 1,200 acres to the descendants of Te Whatanui (Ngati Pareraukawa).

35. The gifting of the 1,200 acres to the descendants of Te Whatanui appeared to acknowledge the rangatiratanga of the Taueki Whakapapa, reflecting that Taueki had gifted land at Raumatangi to Te Whatanui in the late 1820s. However, the gifting of 1,200 acres:

a. Was made by Kemp as sole owner rather than by the Claimants or their rangatira;

b. Insured Kemp had an ally in the Crown; and

c. Contributed to the breaking up and alienation of the tribal estate.

36. Kemp also consented to sell 4,000 acres for a town site, and 76 acres being set aside for a railway, without the consent of the Claimants.

37. In 1886, Kemp applied to have these portions partitioned out of the Horowhenua Block, and for a further 11 partitions to be made, to satisfy growing Government and Pākehā settler interest in the region, to allow for the claims of Ngati Raukawa, and to establish land in Kemp's name only for purposes of paying his legal debts.

38. The refusal of the Court to recognise a trust over the tribal estate for the benefit of the claimants or define the relative interests of

Muaūpoko on the ground led to conflict within the iwi over how the land should be divided.

39. Kemp insisted that it was up to him alone to decide who would be admitted into these Blocks.

40. Not all of Muaūpoko was shown the map of the proposed partitions, and it was not fully explained to those who did see it.

41. The Claimants received no payment for the land set aside for the railway. However, Kemp received a number of Wellington and Manawatu Railway Company shares. Furthermore, Kemp sold land for the township without enforcing terms of sale that would have protected claimants.

42. As a result of the application for partition:

a. Block 6 of 4,620 acres was awarded to Kemp as sole owner.

b. Block 10 of 800 acres was partitioned out solely to Kemp to discharge a £3,000 debt that the Claimants were not parties to.

c. Block 11 of 15,000 acres was awarded to Kemp and Hunia as sole owners.

d. Block 11 was the area on which, before 1886, most of the houses and cultivations of the Claimants were situated. These were the places that the Claimants survived on following the slaughter by the northern invaders.

e. In 1890, Block 11 was divided between Kemp and Hunia into Horowhenua 11A and 11B respectively, against the wishes of the tribe. This was because the land had been awarded to the two owners absolutely, despite the fact that at the time of the 1886 partitions it was intended that the land be held in trust for the tribe.

f. 1,500 acres of Block 11B was subsequently sold.

g. Block 12, 13,000 acres of mountainous country, was awarded to lhaia Taueki at the request of the tribe. Placing Ihaia Taueki on this hill country, while the land on which Muaūpoko's cultivations were situated was awarded to others, demonstrated the Crown's failure to appropriately recognise the Claimants Tino Rangatiratanga at Roto Horowhenua.

h. Block 14 of 1,200 acres was awarded to Kemp solely. Kemp granted a mortgage over Block 14 to cover legal fees. The Block was subsequently lost.

43. Again, the Crown failed to recognise the Claimants Tino Rangatiratanga in the 1886 partitions. Instead, the Crown established a Te Ati Awa-Ngati Raukawa-Ngati Apa association to the land that was allied to the Crown.

44. The certificates of title issued following the 1886 partitions conferred on the listed owners full and unrestricted rights of ownership, including the ability to sell the land without reference to any other person.

Crown Purchasing

45. In breach of its Treaty of Waitangi obligations, the Crown adopted dishonest and unlawful purchasing practices to acquire land from the claimants.

46. The Crown, in breach of its duties, gave itself monopoly purchasing powers under legislation and used such powers to acquire land from the Claimants.

47. The purchase of the (Levin) township was stalled by the Crown until March 1887, when Kemp was indebted enough to accept only £1 10s per acre instead of the nearly three times that amount which the neighbouring land was valued at.

48. Although Muaūpoko people were promised 1 section for every 10 sold, they never received any land, nor did they receive any of the purchase money as it was "spent on their behalf' on court costs by Kemp.

49. The Crown issued a proclamation under the 1892 Native Land Purchase Act forbidding any private purchase of the 15,000-acre Block 11 ("**the 1892 proclamation**").

50. In 1893, the Crown made a payment of £2,000 to Hunia to purchase 1,500 acres of Block 11 for a state farm, despite:

    a. A caveat having been put over the Block until an issue of trusteeship had been heard by the Supreme Court, which meant that the Crown could not legally complete the purchase; and

    b. Assurances that no money would be paid on the Block until the interests of the beneficiaries had been protected.

51. The advance of £2,000 toward purchase money was to enable Hunia to repay the large personal debts he owed to his agent. None of this money was passed on to the tribe.

52. The Government occupied part of the Block, fully aware of the issue of trusteeship, without having gained title for it and against the wishes of the large majority of Muaūpoko.

53. Muaūpoko sent a deputation to the Crown in 1894 objecting to aspects of the purchase of 1,500 acres for the state farm. Specifically, the owners objected about:

    a. the apparent recognition by the Crown that the land belonged to Hunia solely when in fact, Hunia’s mother was Muaūpoko but his father was Ngati Apa and he had been raised among Ngati Apa, not Muaūpoko. He had never lived in the Horowhenua and had no connections there;

b. the lack of consultation with them over the purchase of 1,500 acres for the state farm; and

c. the fact that they would not receive any of the purchase money.

54. However, the Crown refused to void the sale, impound the purchase money, or accept there were any imperfections in the Crown's title to the Block.

55. The Crown threatened Muaūpoko that it would lift the 1892 proclamation and allow all of the land to be sold if Muaūpoko did not cease their opposition to Crown purchase.

56. As a further result of individualisation of title, Crown purchasing and other land policies and practices, through the years claimants have been alienated from their lands within Horowhenua 11:

a. Hokio and Hokio township lands;

b. Horowhenua 11B42C; and

c. Weraroa Boys School.

57. In addition, the Crown promoted and implemented the Taueki Consolidation Scheme, which not only altered Taueki whanau land holdings, but also imposed a whakapapa upon them that they do not recognise.

58. After re-organising the Taueki land holdings, it proceeded to take land from the Taueki whanau without notice for failure to pay rates.

The Horowhenua Block Acts 1895 and 1896

59. The Crown set up a Commission of Inquiry under the Horowhenua Block Act 1895 ("**the 1895 Act**") without consulting with or gaining the consent of the Claimants' ancestors.

60. The Crown knowingly failed to protect claimants from the adverse effects of the Horowhenua Commission and unilaterally imposed on Muaūpoko all the costs of that Commission.

61. The Crown, in breach of its duties, passed the Horowhenua Block Act 1896 ("**the 1896 Act**") to give effect to the Commission of Inquiry's recommendations.

62. Under the 1896 Act, the Crown purported to replace the correct whakapapa of the Claimants, which tied them to the land defined by the four pouwhenua, with a Crown-authorised whakapapa. As a result, they have been marginalised in Crown consultation and management processes and deprived of their customary rights..

63. The 1896 Act also resulted in the Claimants being deprived of their land and any of its benefits.

64. The Crown implemented the 1895 Act to overturn previous Court decisions preventing it completing its purchase of the 1,500-acre state farm, which was part of Block 11B.

65. The Commission of Inquiry recommended that the remaining 15,000 acres of Horowhenua Block 11, the greater part of which was sand hills, be put in the hands of the Public Trustee in trust for the tribe. However, the Crown failed to implement this recommendation, and the greater part eventually was alienated.

66. The Commission of Inquiry recommended that the remainder of the purchase price be paid to extinguish the owner's interests in the state farm.

67. The Commission of Inquiry recommended that the Crown purchase Block 6, as it was impracticable for it to be effectively broken down further into the 105-acre segments required for the individuals with legitimate, identified customary interest who had been left out of Block 11.

68. The Commission recommended that the Crown purchase a further 1,500-acre segment of Block 11.

69. The Commission of Inquiry also recommended that Block 12 be appropriated by the Crown to cover its costs in setting up and conducting the Commission of Inquiry itself.

70. Under the 1896 Act, the Crown carried out its threat that it would lift the 1892 proclamation and allow the Horowhenua Block land to be alienated:

    a. Under the 1896 Act, portions of the Horowhenua Block were transferred to Ngati Raukawa.

    b. Again, the transfer of these portions to Ngati Raukawa appeared to acknowledge Taueki's gift of land to Te Whatanui and the tino rangatiratanga of the claimants. However, it really reflected Kemp's 1873 agreement as sole owner to secure Crown allies.

    c. As recommended by the Commission of Inquiry, under the 1896 Act the Crown took from the ownership of the Claimants the 13,000-acre Block 12 to pay itself for the cost of the Commission.

    d. Before compensation was paid for Block 12, the costs of the 1896 Commission, £1,266/19/5, were to be deducted. Block 12 was valued at £1,619, leaving the vast majority of the value of this land in Crown hands. It is on this block where Waitarere Crown Forest is located.

    e. The 1,500-acre state farm was vested in the Crown under the 1896 Act on payment of £4,000 to Hunia's successors.

71. The 1896 Act also provided for the Native Land Court to vest Blocks 6, 11, and 14 in certain named persons as tenants in

common in relative shares as determined by the Court under the Native Equitable Owners Act 1886.

72. Block 9 and part of Block 11 were vested in certain named persons, together with any others that the Court declared to be equitably entitled.

73. As a result, Blocks 6, 9, 11 and 14 were further converted from a communally-held tribal title to an individualised form of title. Individual shares could then be purchased more easily.

74. The 1896 Act also enabled persons to be granted shares in accordance with Crown and Native Land Court processes, rather than through whakapapa or the exercise of rangatiratanga.

75. Sitting under the authority of the 1896 Act, in 1898 the Native Appellate Court consolidated the lists of owners in the 1896 Act to one list of 81 or 82 owners for Block 11. These owners consisted of Muaūpoko, Kahungunu, Ngati Apa, and Ngati Raukawa. The tauiwi tribes never had customary rights at Roto Horowhenua, other than through tuku (in the case of Ngati Raukawa) by Muaūpoko.

76. The Crown has subsequently treated 81 or 82 owners as comprising the members of Muaūpoko. As a result, the Claimants have been marginalised in Crown consultation and management processes.

FAILURE TO PROTECT TINO RANGATIRATANGA

77. In breach of its duties, the Crown failed to protect and provide for the exercise of Tino Rangatiratanga and customary rights by claimants over their land and resources to their detriment.

78. As at 1840 claimants exercised Tino Rangatiratanga over land and resources within their rohe in accordance with custom.

79. Claimants have never voluntarily relinquished Tino Rangatiratanga over land and resources within their rohe.

80. When the Crown entered into Te Tiriti with Maori in 1840 the Crown accepted a duty to protect the right of Maori to govern their affairs for so long as Maori wished to retain the same, by virtue of article 2.

81. The Crown has failed to recognise and protect the Tino Rangatiratanga of claimants.

82. The Crown's failure to protect the tino rangatiratanga of Claimants has resulted in the loss of Claimants resources to their detriment.

83. The Crowns' failure to protect and provide for the tino rangatiratanga of Claimants has resulted in the loss of Muaūpoko management and control over land, water and other resources within their rohe, to their detriment.

84. The Crown has failed to consult Muaūpoko about the management of land and other resources within their rohe.

85. The Crown has failed to provide for claimants' effective participation in new forms of authority over the claimants' land and other resources within their rohe to the detriment of Claimants.

86. The Crown has recognised and dealt with hapū now at Roto Horowhenua who do not have mana over the Lake and come from elsewhere in preference to claimants and others who have customary rights. This conduct began in 1863 and is continuing today.

Environmental Policy and Practice

87. The Crown, in breach of its duties, usurped and undermined the kaitiakitanga of Claimants by asserting management and control

over the environment and by delegating powers of management and control over the environment to the detriment of Claimants.

88. Since 1840, the Crown has asserted management and control over the environment, including indigenous and introduced flora and fauna.

89. The Crown has delegated functions and powers for environmental management to central and local Government agencies.

90. These agencies have usurped and undermined the exercise of kaitiakitanga by claimants over the environment and marginalised them from effective participation.

91. Until recently, most of the legislation delegating authority from the Crown to local government and other bodies did not require these bodies to observe or give effect to the guarantees of the Treaty of Waitangi 1840.

92. Claimants have not been adequately represented on these bodies and have been largely excluded from participation in decision making in relation to the environment.

93. The Crown has continued to control the harvesting of indigenous flora and fauna through the Animals Protection and Game Act 1921-22, the Wildlife Act 1953, the Plant Varieties Act 1987 and the Marine Mammals Protection Act 1978 without any requirement to take into account guarantees under the Treaty of Waitangi 1840 or Maori concerns.

94. Claimants have been permitted little or no role in the management of exotic flora and fauna.

95. Claimants have not been adequately consulted concerning the need for environmental protection arising as a result of the introduction of exotic species of flora and fauna.

96. Although the current environmental management regime recognises a requirement to consult Muaūpoko, in respect of environmental management it does not sufficiently recognise customary Maori systems of authority, nor does it allow Claimants effective involvement in the management and preservation of indigenous ecosystems.

97. Under the current environmental management regime, local bodies have failed to adequately inform themselves of Muaūpoko tikanga with respect to their natural resources.

98. Under the current environmental management regime, local bodies have also failed to use good faith in their dealings with the Claimants.

99. For example, through the Crown's use of merram grass in preference to Pingao to stabilise sand dunes, the propagation of the toheroa has suffered, making toheroa unavailable as kai for claimants.

Lake Horowhenua/Hokio Stream

100. The Crown, in breach of its duties, implemented a management system for Lake Horowhenua that involved:

a. Severing ownership of Roto Horowhenua into incompatible segments, such as lake bottom, and surface;

b. Imposing a right of access in the public that was not consistent with the recognised rights of ownership to the land beneath the lake;

c. Purporting to grant protection of claimants' fisheries rights yet permitting interference and undermining the same rights;

d. Granting the local government the rights to lower the water level of the lake resulting in loss of fishery, both in the lake

and Hokio stream, effectively confiscating land surrounding the lake that was granted to the 82 owners;

e. Confusing and contradictory definitions of the Lake's ownership;

f. Ignoring Muaūpoko kaitiakitanga in relation to the Lake;

g. substituting conflicting and confusing responsibilities for the Trust Board and Domain Board that were created to take over tribal ownership and kaitiakitanga; and

h. failure to protect the Lake from degradation through run-off, rubbish disposal and timber and bush felling.

101. The Crown passed legislation providing for the establishment of drainage boards that were empowered to construct, maintain, and repair drains and watercourses. The legislation failed to provide adequately for consultation with Muaūpoko.

102. After the Hokio Drainage Board was constituted, the Crown failed to adequately respond to concerns raised by Muaūpoko about interference with the Hokio Stream.

103. Work carried out over Muaūpoko objection by the Hokio Drainage Board under the legislation resulted in:

a. the destruction of 11 of the 13 eel weirs in the Hokio Stream;

b. the Lake's level being permanently lowered;

c. the destruction of an important kakahi, eel, and flax habitat; and

d. confiscation of at least 300 acres of lake bed that was thereafter used by farmers

104. As well as suffering as a result of the altered ecology of the lake caused by the lower water level, Muaūpoko found themselves

embattled with Pākehā farmers as to who had rights to the drained area.

105. As the margins of the lake were not fenced, farmers of the lake's riparian lands proceeded to graze their stock on this drained area of lake bed. This resulted in further damage being caused to the vegetation of the lake margin, especially flax. The problem was exacerbated by some farmers burning flax bushes and ploughing them under.

106. The destruction of plants on the lake margin reduced the economic opportunity of Muaūpoko to derive an income from the sale of flax.

107. The Crown failed to address complaints by Muaūpoko about the destruction of their wahi tapu and natural resources.

108. In 1959, under the Reserves and Other Lands Disposal Act 1956, a certificate of title for the bed of the lake was issued to the Maori owners.

109. However, the owners named in the certificate of title included owners who did not whakapapa to the Lake. In order to have the Lake set aside as wahi tapu, the Claimants now have to obtain consent from all the owners.

110. The current management structure of the Lake does not represent customary rights to the Lake.

111. Local bodies have failed to obtain adequate information about the effects of the discharges, or adequately consult with the Claimants.

112. These discharges have had a detrimental effect on tunaheke.

113. Local bodies have also failed to adequately consult with the Claimants about the control and management of introduced flora in the Hokio Stream.

Moutere

114. Moutere is a large sand dune that the Claimants consider to be connected to Lake Horowhenua. The site was used by Muaūpoko to bury their dead.

115. Under the current environmental management regime, local bodies have failed to protect this sacred site, or adequately consult with the Claimants about beach front developments on the site.

Landfill

116. Under the current environmental management regime, the Horowhenua District Council purchased land from the Maori owners of Hokio A for a landfill.

117. The landfill has been operated in such a way as to permit discharge of contaminated water into the local waterways. Although Muaūpoko has objected to such an operation, the Crown's instruments, Horizons Regional Council and Horowhenua District Council have ignored the rights of the Maori owners of land and the waterways, exposing them to continued degradation.

Sewerage Treatment Plan

118. Under the current environmental management regime, the Horowhenua District Council leased out 27 hectares of Hokio A for sewerage treatment.

119. Although the lease specified a term of five years, the Horowhenua District Council continued to use the property for sewerage treatment after the lease expired. The Claimants have no record of the Council ever having applied to renew the lease, or paying any money under the lease.

Roto, Awa and Other Water Resources

120. The Crown, in breach of its duties, failed to recognise and provide for the customary title and rights of Claimants to their rivers, streams, and other water resources and took those rights without consultation and without Muaūpoko consent.

121. As at 1840, claimants exercised tino rangatiratanga and ownership over their rivers, streams, lakes and other fresh water resources and all their composite parts, including the beds, the water that is contained or flows therein and all other fresh water resources, including fisheries.

122. The rivers, streams, lakes and other fresh water resources are taonga of the Claimants. They were an important source of food and economic activity, and were also important for cultural, social and spiritual purposes for Muaūpoko.

123. The Crown expropriated the Claimants' property rights in rivers, streams and other water resources without consultation and without the Claimants' consent.

124. Muaūpoko never knowingly or voluntarily relinquished their tino rangatiratanga or ownership and control over the rivers, streams, lakes and other fresh water resources within their rohe.

125. The Crown applied the ad medium filum aquae common law principle in respect of riparian lands without the knowledge or consent of Muaūpoko. This resulted in their loss of ownership and ability to exercise tino rangatiratanga over the beds of rivers and other water resources when riparian lands were sold or otherwise alienated from them.

126. The Crown enacted the Coal Mines Amendment Act 1903 which vested the bed of navigable rivers in the Crown.

127. The Crown enacted the Water and Soil Conservation Act 1967, which vested all rights to use water in the Crown.

128. Under the current environmental management regime, local bodies have failed to protect groundwater resources. Local bodies have failed to adequately research alternate water supply and waste water solutions, despite groundwater resources currently being under severe strain.

129. Local bodies have also carried out testing and studies without adequate consultation with the claimants over appropriate treatment of their wahi tapu.

130. Moreover, the Crown and its local bodies have permitted, in violation of Crown law, discharges of silt and other contaminants into the waterways, causing them to be contaminated and filled with silt.

131. Further, the Crown has expanded the catchment area of silt and other contaminants to increase the load on an already contaminated Roto Horowhenua, without consulting Muaūpoko or informing them of the intention to increase the uncontrolled discharges into the Lake.

Foreshore and Seabed

132. The Crown, in breach of its duties, took ownership of the foreshore and seabed for itself, without the consent of the Claimants and without compensation.

133. As at 1840, lhaia Taueki and Muaūpoko exercised tino rangatiratanga over the foreshore and seabed within their rohe which they have never voluntarily relinquished.

134. Since 1840, the Crown has asserted ownership and control of the foreshore and seabed without the consent of the Claimants and without the payment of compensation.

135. The Crown asserted ownership when it was aware of Maori rights to own the foreshore and seabed and to exercise customary rights over it.

136. The Crown has enacted legislation in relation to the foreshore and seabed, which effectively removes from Maori access to and protection by the law and the right to pursue their rights at law.

137. Since 1840, the Crown has assumed ownership and authority to manage the foreshore and seabed and a right to delegate powers to local agencies, district and regional councils and harbour boards.

138. The Crown enactment of the Foreshore and Seabed Act 2004:

a. Was made without proper, adequate or sufficient consultation;

b. Vests the full legal and beneficial title of the public foreshore and seabed in the Crown;

c. Removes actual or putative property rights from Muaūpoko or expropriates the same;

d. Discriminates against Muaūpoko in that all other classes of property rights are protected by the Act;

e. Removes the ability of Maori to apply for and have a status order or freehold title awarded by the M5ori Land Court to the foreshore and seabed;

f. Replaces freehold title which could be awarded by the Maori Land Court before the Act, with a statutory regime that recognises lesser and fewer Maori rights;

g. Does not guarantee compensation for the expropriation of property rights;

h. Establishes a limited redress process that is not justiciable and therefore not amenable for review or oversight by the

courts; and

i. Establishes a highly legalistic framework to recognise Maori customary rights but precludes Maori groups from being able to apply for legal aid to be able to access the courts to establish these rights.

Cultural Taonga

139. In breach of its duties, the Crown failed to protect the cultural taonga of Muaūpoko; and as a result:

a. Muaūpoko cultural taonga have been lost from Muaūpoko control, access and guardianship; and

b. Muaūpoko have suffered from loss of identity through loss of
their cultural taonga.

Kowhai Park Site

140. The Horowhenua District Council disturbed ancient Muaūpoko taonga whilst digging up the Kowhai Park site. Despite knowing that there were ancient taonga, including koiwi, present at this Kowhai Park site, the HDC established a dog park on the location and has refused tangata whenua permission to recover taonga..

Fisheries

141. In breach of its duties, The Crown has failed to acknowledge and protect the kaitiakitanga of Muaūpoko over their traditional fisheries.

142. The Crown has undertaken the following conduct that has decimated the fisheries:

a. The lowering of the lake and alteration of Hokio Awa;

b. Discharges of contaminants and pollutants, including sewage and stormwater, into the lake; and

c. Failed attempts to stabilize the dunes, among other things.

FAILURE TO PROTECT TIKANGA

143. The Crown in breach of its duties employed policies that interfered with the exercise of Tikanga claimants.

144. Prior to 1840 claimants lived in accordance with the principles of Tikanga.

145. The day-to-day practices and interpretation of kawa were essential to claimants in that it allowed them to exercise rangatiratanga and kaitiakitanga over their whenua and resources.

146. Tikanga Maori was a taonga tuku iho required for the present and future needs of claimants.

147. Tikanga was central to Maori society. It provided for laws of succession and the exercise of hapu government – tino rangatiratanga in accordance with Maori culture. It provided for roles of men and women and protection of their respective mana.

148. When the Crown entered into Te Tiriti it accepted a fiduciary duty to preserve Maori all things important to Maori (taonga) including tikanga and culture by virtue of Article 2.

149. When Maori entered into Te Tiriti with the Crown in 1840 they had no expectation that Tikanga would be diminished, that the Crown would undermine their culture, reo, tikanga and rangatiratanga.

150. The Crown failed to recognise, maintain or actively protect Tikanga Maori as a Taonga tuku iho, and instead imposed its own laws and regulations upon Maori without their consent.

151. The Crown failed to incorporate the principles of Tikanga into law when it assumed government over New Zealand and failed to limit the application of British law (as transplanted to New Zealand) to British subjects only..

152. As a result of the Crown's assimilationist laws, policies and practices, the claimants lost the ability to apply Tikanga and govern themselves in accordance with its principles.

153. The Crown enacted, amongst other things:

a. The Tohunga Suppression Act 1907;

b. The Maori Purposes Acts;

c. The Archives, Culture and Heritage Reform Act 2000;

d. he Historic Places Act 1975;

e. The Maori Councils Act 1900, and

f. The Native Lands Acts.

154. The enactment and implementation of the above legislation resulted in the following consequences:

a. Preventing of the exercise of Tikanga Maori;

b. Suppression of Tikanga Maori values and beliefs

c. Compromise of the retention and development of mātauranga, culture and Tikanga Maori;

d. Undermining of Tikanga Maori through the individualisation of land title rather than recognising traditional communal land tenure;

e. Failure to consult with claimants on issues relating to their people in a way which recognised their Tikanga; and

f. Imposition of restrictions upon the exercise of tino rangatiratanga and kaitiakitanga in respect of Tikanga Maori.

155. The Crown's failure to actively preserve Tikanga has adversely affected Maori cultural heritage, and the survival of Maori tribal identity.

Prejudice

156. Claimants have been, and continue to be, prejudicially affected in that:

a. Their rangatiratanga, lore and customs have been undermined;

b. They have lost their direct ability to exercise kaitiakitanga in accordance with their lore, cultural preferences and customs in relation to their resources, especially Lake Horowhenua;

c. They have been forced to contend with a confused and confusing management system for their waterways, especially the conflicting Trust Board and Domain Board systems in relation to Lake Horowhenua and the Hokio Stream; and rectify the confusion and problems arising from the Crown-imposed management systems.

FAILURE TO PROTECT AND OBSERVE MANA WAHINE

157. Before 1840 wāhine Māori held mana over all aspects of their lands and waters, providing leadership and knowledge over the relationships between Māori and their lands and environment.

158. Māori women enjoyed an inseparable relationship between themselves and whenua me te ao tūroa.[1] Māori women experienced their relationship on several levels—through whakapapa to their lands,[2] through their experience of life as

[1] Simmonds, N et al, The Binding of wāhine ki te whenua me to ao tūroa, February 2025, Wai 2700, #B012, p 45
[2] Ibid

whare tangata,[3] and through Te Ūkaipō, as a foundation for protection of the environment.[4]

159. These relationships were bound by a framework of knowledge and experience which established and continued the relationship between wāhine Māori and their land and environment. Before 1840 this framework of knowledge had been the vehicle for development and maintenance of the relationship between wāhine Māori and the lands and environment surrounding them so as to provide for mutual protection and nurturance between Māori and whenua me te ao tūroa.

160. Following the signing of te Tiriti of Waitangi and in breach of its provisions and principles, the Crown has intentionally engaged in acts and omissions, and developed and implemented practices, policies and laws that are intended to sever the relationship between wāhine Māori and whenua me te ao tūroa so as to remove an interference with the Crown's and ultimately settler objectives for use of land.

161. As a result of the Crown's acts, practices, policies, laws, omissions and Tiriti breaches, wāhine Māori have suffered attenuation from their whenua me ta ao tūroa. Knowledge has been lost and reduced as wāhine Māori become more and more disconnected from their lands over time. Knowledge that has been maintained through the generations is not protected; rather the Crown has engineered and implemented processes that permit others to ignore and undermine Māori matuaranga and the wāhine Māori relationship with the lands and environment.

162. Specifically, Claimant's tupuna have resided on the whenua at Lake Horowhenua for well over 7 generations, in her understanding, mai rā anō. During their centuries at Lake Horowhenua, the wāhine Māori living there developed a

[3] Ibid
[4] Ibid.

profoundly complex and powerful relationship with Lake Horowhenua, and the waters feeding it and draining it as well as the lands surrounding it. The wāhine Māori of Ngai Tamarangi were connected to Lake Horowhenua through whakapapa, as whare tangata and te Ūkaipō, practically and spiritually. They relied upon Lake Horowhenua for sustenance and, in turn protected the Lake.

163. Part of the wāhine Māori relationship with the Lake included burial of whenua around the Lake, reflecting the whare tangata and whakapapa relationship that bound wāhine Māori and Lake Horowhenua. Generations of Māori mothers buried the whenua at the Lake.

164. Another part of the relationship between wāhine Māori and the lake is the spiritual sustenance for those with longstanding connections. The Lake's waters provide healing properties and the tangata maintain and protect its wāhi tapu. protection and in nature and formed the basis for health and wellbeing of the tangata whenua. Harm known as *poke* has arisen when discharges have been permitted into the Lake, despite objections by tangata whenua. Efforts by claimant and others to intervene and object to harmful discharges into the Lake have been rebuffed by the local government, operating under Crown-created legal structures. As a result, claimant and her hapu suffer from involuntary separation from the Lake and the consequent spiritual harm, *mate Māori* and *mate apakura*. [5]

165. Claimant was attached to the whenua surrounding the lake by its dunes. Lake Horowhenua is a dune lake; its dunes were the ultimate resting place for the dead. Alienation of land as part of settler and government uses have separated claimant from the

[5] Report of G P Albert, In the matter of resource consent No. 10027, Levin Sewage Treatment Plant Emergency Discharge etc Reconvened Hearing, pages 2 – 4.

traditional practices connected to the Lake and the whenua surrounding it.

166. The dune areas are now used for disposal of the district's rubbish and contaminated water from the sewage treatment plant, further attenuating claimant's connection from her Lake and its surrounding lands.

167. Later, the Lake was used as a waterway for conveyance of the dead to the final resting place at the urupā at Te Rae o Karaka.

168. Implementation of laws, regulations, procedures and policies have separated claimant from the whenua me te ao tūroa by virtue of imposition of pākehā constraints in decision-making that remove Māori considerations, mātauranga and tikanga from the decision-making process, further alienating claimant from her connection with the Lake and its surrounding whenua. Among some of these procedures and practices are the Town and Planning Act, the Resource Management Act 1991; the Land Drainage Act 1908 and its successor laws, regulations and policies; Water Services Act 2021; Local Government Act 2002; the Marriage Act 1854 and successor laws and regulations; Reserves and Other Lands Disposal Act 1956, and other acts, regulations and policies too numerous to allege at length here.[6]

169. The Crown has not only imposed its own objectives, laws, regulations and policies on Māori land, intentionally separating wāhine Māori from their whenua me te ao tūroa, but also suppressing mātauranga Māori; tikanga Māori; and wāhine Māori relationships to whenua me te ao tūroa. In this way, limitations and restrictions on settler land use were removed or at least reduced.

170. Provisions written into laws, regulations and policies that cite to Te Tiriti are so weak and watered down as to give lip-service to

[6] Simmons, N, supra, Appendix 1, page 267, among others.

Te Tiriti but never require actual compliance with the provisions of te Tiriti or recognition of customary rights and interests of Māori. All levels of government feel free to ignore mātauranga Māori and Māori customary rights and interests and, in reliance on notions of gender superiority that pervade pākehā society, particularly are not obliged to acknowledge the rights of connection of wāhine Māori in whenua me te ao tūroa.

Prejudice

171. As a result of the acts alleged above, and others, the relationship of wāhine Māori to their land and its environment has been severed, resulting in

a. mis-use of land and resources,

b. loss of mātauranga Māori;

c. unnecessary and harmful pollution;

d. inadequate representation of wāhine Māori in land use and resource decisions and decision-making bodies;

e. spiritual, cultural and physical harm to affected wāhine Māori and Māori populations;

f. unnecessary, unwarranted and unwanted loss of use of land and resources that would benefit wāhine Māori and all people living in New Zealand, among other things.

Relief

172. Claimants seeks the following relief:

a. That the Tribunal inquire into the prejudice to Muaūpoko arising from breaches of the Treaty of Waitangi by the Crown including those alleged above in the Statement of Claim;

b. That the Tribunal make findings as to breach and prejudice,

in the terms alleged and generally, and as the Tribunal further determines;

c. That the Tribunal make recommendations for the recognition by the Crown of Muaūpoko kaitiakitanga consistent with the Treaty including the restoration to Muaūpoko of their kaitiakitangi over their lands, estates, forests, fisheries, other properties, lakes, rivers, waterways and other resources and taonga;

d. The means by which such recognition must be effected to accord with the Treaty guarantee of the tino rangatiratanga of Muaūpoko;

e. That the Tribunal make a finding that this claim is well founded and an order of resumption under s8HB of the Treaty of Waitangi Act 1975 for return to claimants of Waitarere Crown Forest and compensation;

f. The Tribunal makes recommendations on the establishment of a fair process, compliant with the principles of te Tiriti, which will enable Muaūpoko and the Crown to resolve issues that may arise between them;

g. The restoration of the social, cultural, resource and economic base of Muaūpoko in a full and substantial manner, together with an appropriate apology;

h. The compensation of Muaūpoko for inter alia their loss of kaitiakitanga over their lands, estates, forests, fisheries, other properties, lakes, rivers, waterways and other resources and taonga as a result of breaches of the Treaty since its execution down to the present time;

i. That the Crown apologise for failing Muaūpoko wāhine;

j. Claimants seek a finding that their kaupapa claim that the Crown has breached te Tiriti by not protecting their mana

wahine in all aspects of their lives, to their prejudice, and recommendations to the Crown about how to develop and implement legislation, policies, and practices to remove the prejudice and restore Crown recognition of the inherent mana of Māori wahine. and

k. Such other relief as the Tribunal sees fit.

Leave to amend

173. The Claimants may seek to amend this Statement of Claim in accordance with Tribunal directions.

Dated 27 February 2026

Linda Thornton
Claimant counsel