UPDATED STATEMENT OF CLAIM

IN THE WAITANGI TRIBUNAL
WAI [TO BE ASSIGNED]

UPDATED STATEMENT OF CLAIM

I, Alaina Koreena Teki-Clark, Chair of Koriniti Marae Māori Reservation Trust, speaking for Ngāti Pāmoana and the legacy of Tauira (Granddaughter of Chief Poutama), state:

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1. INTRODUCTION AND STANDING

1.1 This claim concerns the Crown's ongoing failure to implement the Whanganui settlement in accordance with its Treaty obligations and its own implementation framework.

1.2 The claim is brought under section 6(1) of the Treaty of Waitangi Act 1975. It concerns Crown acts and omissions inconsistent with the principles of the Treaty:
(a) failure to actively protect hapū rangatiratanga during implementation;
(b) failure to act in good faith during implementation;
(c) failure to make informed decisions about implementation;
(d) failure to ensure that hapū whose rights are affected can participate meaningfully in implementation.

1.3 I filed a Statement of Claim on 9 May 2026. The Tribunal declined to register while the Bill was before the House [Exhibit 07]. The Bill received Royal Assent on 11 September 2026 [Exhibit 01]. That bar has been lifted.

1.4 I bring this claim with the authority of Koriniti Marae Māori Reservation Trust, a statutory body under Te Ture Whenua Māori Act 1993, conferred by unanimous resolution on 17 May 2026 [Exhibit 16].

1.5 The Crown recognises Ngāti Pāmoana in the settlement legislation at clause 15(1)(c)(xi) [Exhibit 84]. The Crown cannot recognise us for settlement and deny our standing to challenge implementation.

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1.6 I do not challenge the settlement itself. I do not seek to overturn it. I do not seek to reopen historical claims. I accept the settlement will proceed. I ask only that the Crown be held to account for its failure to implement the settlement properly.

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2. JURISDICTION

2.1 This claim is under section 6(1) of the Treaty of Waitangi Act 1975.

2.2 Clause 17(5) of the Ngā Hapū o Te Iwi o Whanganui Claims Settlement Act 2026 preserves the jurisdiction of the Tribunal in respect of the interpretation and implementation of He Rau Tukutuku and the Act [Exhibit 84].

2.3 This claim is about the implementation of the settlement. It is not about the historical claims, He Rau Tukutuku, the Act, or the redress provided. It is about how the Crown is implementing the settlement.

2.4 The claim falls within the implementation carve-out in clause 17(5).

2.5 *Wairarapa Moana Ki Pouākani Incorporation v Attorney-General* [2026] NZCA 255 confirms that clause 17(5) preserves jurisdiction for disputes about "how the required implementation steps should be given effect" (at [110]).

2.6 The Crown's failure to monitor its commitments, its failure to ensure accountability before transferring assets, and its failure to resolve post-settlement issues are disputes about how the required implementation steps should be given effect. They fall within the clause 17(5) carve-out.

2.7 This is not a collateral attack. It is a claim about Crown conduct in the implementation of the settlement.

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3. TREATY PRINCIPLES AND CROWN DUTIES

3.1 Active protection: the Crown must protect hapū rangatiratanga during implementation.

3.2 Good faith: the Crown must act reasonably and honourably during implementation.

3.3 Informed decisions: the Crown must gather and consider relevant information before making implementation decisions. This duty is non-delegable. The He Korowai Whakamana framework is the mechanism through which the Crown gathers and considers information about settlement implementation [Exhibit 80].

3.4 Tino rangatiratanga: hapū hold authority over their lands, resources, and taonga. This authority continues during implementation.

3.5 The Crown's Treaty duties are ongoing and non-delegable. They do not end at Royal Assent. They continue throughout implementation.

3.6 The Crown's Red Book and He Korowai Whakamana framework create implementation obligations. The Crown has failed to meet them.

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4. THE CROWN'S FAILURE TO MONITOR ITS COMMITMENTS

4.1 He Korowai Whakamana requires core Crown agencies to monitor and report on the status of their Treaty settlement commitments [Exhibit 80].

4.2 As reported in December 2024, there are over 14,000 statuses assigned to commitments across 26 core Crown agencies [Exhibit 80].

4.3 The Auditor-General has found that many public organisations do not properly plan how they will meet their commitments, nor prioritise sufficient resources to do so [Exhibit 81].

4.4 The Auditor-General has found that many public organisations do not have effective processes for monitoring whether they are meeting their commitments [Exhibit 81].

4.5 Te Puni Kōkiri is now the system lead for monitoring and reporting on the implementation of Treaty settlement commitments [Exhibit 82].

4.6 The Crown has failed to monitor its implementation of the Whanganui settlement.

4.7 The Crown has failed to report on whether it is meeting its commitments to Ngāti Pāmoana.

4.8 The Crown's monitoring obligations are not merely policy. They are part of the framework through which the Crown gives effect to its Treaty obligations during

implementation. The Crown cannot claim to be implementing the settlement in good faith if it is not monitoring whether it is meeting its commitments.

4.9 The Auditor-General has found that the Crown's failure to monitor is systemic [Exhibit 81]. The Auditor-General's findings support the conclusion that the Crown has breached its duty to make informed decisions and its duty of active protection. The Crown cannot be satisfied that it is implementing the settlement properly if it is not monitoring its implementation.

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5. THE CROWN'S FAILURE TO ENSURE ACCOUNTABILITY BEFORE TRANSFERRING ASSETS

5.1 The settlement legislation provides for the transfer of assets to the PSGE.

5.2 The Crown has a duty during implementation to ensure that the recipient entity is accountable to the hapū whose rights are affected before transferring assets. This duty arises from the Crown's duty of active protection and its duty to make informed decisions. The Crown cannot properly implement a settlement if it transfers assets to an entity that is not accountable to the hapū whose whenua it is.

5.3 The Crown is about to transfer the Koriniti Scenic Reserve to an entity that is not accountable to Ngāti Pāmoana.

5.4 The Crown's own OIA confirms it did not assess the suitability of the Interim Trustees or whether governance concerns affected the PSGE's fitness for purpose [Exhibit 09]. The Crown is therefore proposing to transfer assets without knowing whether the recipient is accountable. The Crown cannot properly implement the transfer without ensuring the recipient is accountable.

5.5 The Crown's failure to ensure accountability before transfer is a failure to implement the settlement properly. It breaches the duty of active protection and the duty of good faith.

5.6 The Crown's duty to implement the settlement properly includes a duty to ensure that the entity receiving settlement assets is accountable to the hapū whose rights are affected. This duty is inherent in the Crown's duty of active protection. The Crown cannot discharge its Treaty obligations by transferring assets to an entity that is not

accountable, even if the legislation requires the transfer. The Crown had the opportunity to ensure accountability before enacting the settlement. It failed to do so. It continues to fail by proceeding with the transfer without ensuring accountability.

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6. THE CROWN'S FAILURE TO RESOLVE POST-SETTLEMENT ISSUES

6.1 The He Korowai Whakamana framework includes an issue resolution process for PSGEs and Crown agencies [Exhibit 80].

6.2 I filed a formal post-settlement issue with Te Puni Kōkiri on 10 September 2026, under the He Korowai Whakamana framework [Exhibit 83].

6.3 The Crown has not resolved that issue.

6.4 The He Korowai Whakamana framework includes an issue resolution process. The Crown's own framework requires it to resolve post-settlement issues. The Crown's failure to do so is a failure to implement the framework. The Crown's failure to resolve my post-settlement issue is a failure to implement the settlement.

6.5 The Crown's failure to resolve the issue is a breach of the duty of good faith and the duty of active protection. The Crown cannot claim to implement the settlement in good faith if it fails to resolve issues that arise during implementation.

6.6 The Crown's failure to resolve the post-settlement issue is not merely a failure to comply with a policy. It is a failure to act in good faith. The Crown established the framework and represented that it would resolve post-settlement issues. The claimant relied on that representation. The Crown cannot now resile from it.

6.7 The Crown's failure to resolve the issue has concrete consequences for Ngāti Pāmoana. The transfer of the Koriniti Scenic Reserve will proceed without resolution.

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7. THE CONTINUING BREACH

7.1 The Crown's Treaty obligations do not end at Royal Assent.

7.2 The Crown knows the implementation is flawed. It could still intervene. It has chosen not to.

7.3 The Crown's own documents confirm it knows the framework requires monitoring and resolution [Exhibits 80, 81, 82]. The Crown cannot claim ignorance of its own framework. The Crown's decision to proceed with implementation, despite knowing the framework requires monitoring and resolution, is a new Crown act inconsistent with Treaty principles.

7.4 That choice is a continuing breach.

7.5 The Crown cannot use its own speed to legislate as a defence against accountability.

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8. PREJUDICE TO NGĀTI PĀMOANA

8.1 The Crown recognises us in the settlement legislation but is implementing the settlement in a way that excludes us.

8.2 If the settlement proceeds unchanged:
(a) The Koriniti Scenic Reserve vests in Takapau Whāriki;
(b) We have no input into PSGE design and no enforceable representation;
(c) Our whakapapa whenua is gone from our reach forever.

8.3 These losses are permanent.

8.4 I did everything a responsible Treaty partner should do. The Crown failed to act.

8.5 The prejudice to Ngāti Pāmoana is not theoretical. It is happening now.

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9. RELIEF SOUGHT

9.1 Findings that the Crown breached the Treaty in its implementation of the settlement.

9.2 Recommendations:
(a) Re-engage with Ngāti Pāmoana and all 22 hapū, marae by marae, on

implementation;
(b) Fund independent legal advice for all hapū during implementation;
(c) Recommend that the Crown withhold settlement assets until the Takapau Whāriki Trust amends its Deed to include enforceable hapū representation, veto rights, and a guaranteed share of resources;
(d) Apology to Ngāti Pāmoana.

9.3 I do not ask this Tribunal to overturn the settlement. I ask for findings that will provide the basis for the Crown to re-engage with Ngāti Pāmoana and other affected hapū before proceeding with implementation.

9.4 I recommend that, pending the Tribunal's findings, the Crown:
(a) Withhold transfer of settlement funds and assets;
(b) Do not transfer the Koriniti Scenic Reserve;
(c) Fund independent legal advice for Ngāti Pāmoana;
(d) Do not permit the Initial Trustees to take irreversible steps.

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10. CONCLUSION

10.1 The Crown failed to monitor and protect during implementation.

10.2 Ngāti Pāmoana did not support this settlement. We were excluded. We were denied advice.

10.3 I accept the settlement will not be overturned. I ask only that the Crown be held to account for its failure to implement it properly.

10.4 Pāmoana did not fight for our whakapapa to be erased by a process that never sought our consent. He won battles so others could keep their whenua. His mana endures. I stand on it.

10.5 For Pāmoana. For Tauira. For Ngāti Pāmoana. For every hapū that has faced this same pattern. We ask this Tribunal to record it.

SIGNED:

Alaina Koreena Teki-Clark

Chair, Koriniti Marae Māori Reservation Trust
Speaking for Ngāti Pāmoana and the legacy of Tauira (Granddaughter of Chief Poutama)
[redacted]

11 September 2026