

IN THE HIGH COURT OF NEW ZEALAND
ROTORUA REGISTRY
I TE KŌTI MATUA O AOTEAROA
TE ROTORUA-NUI-A-KAHUMATAMOMOE ROHE

CIV-2025-463-_____

Between **TAMATI KRUGER as trustee of TŪHOE – TE URU
TAUMATUA TRUST**, the governance entity for Ngāi Tūhoe,
Taneatua
First Plaintiff

And **TŪHOE TRUST CUSTODIAN TRUSTEE COMPANY LTD**,
an incorporated company having its registered office at 12
Tūhoe Street, Taneatua
Second Plaintiff

And **DONNA MASON**, occupation unknown, Ōmuriwaka
First Defendant

And **RITCHIE CONTRACTING LTD**, an incorporated company
having its registered office at 502 Reid Road, RD 7,
Papamoa
Second Defendant

And **ALAN MAURICE RITCHIE**, director, Papamoa
Third Defendant

And **PERSONS UNKNOWN**
Fourth Defendant

STATEMENT OF CLAIM

Dated: 19 February 2025

Solicitor acting:

BUDDLE FINDLAY

Barristers and Solicitors, Wellington

Solicitor Acting: **Paul Beverley**
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Counsel instructed:

MRG van Alphen Fyfe

Stout Street Chambers
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Tel 021 489 289
PO Box 117, Wellington 6140

STATEMENT OF CLAIM

The plaintiffs by their solicitor say—

PARTIES

1. The first plaintiff is Tūhoe – Te Uru Taumatua Trust (**TUT**), the post-settlement governance entity for Nāi Tūhoe.
2. The second plaintiff is Tūhoe Trust Custodian Trustee Company Ltd (**Custodian Company**), the custodian trustee company that holds assets on behalf of TUT.
3. The first defendant is Donna Mason, of Ōmuriwaka.
4. The second defendant is Ritchie Contracting Ltd, an incorporated company having its registered office at 502 Reid Road, RD 7, Papamoa.
5. The third defendant is Alan Maurice Ritchie, sole director of the second defendant.
6. The fourth defendants are persons currently unknown, but understood to be members of Ōmuriwaka Marae and/or Ngāi Tama Tuhirae hapū, who are occupying and/or interfering with, or intending to occupy or interfere with, certain land owned by the plaintiffs.

BACKGROUND

7. Matahi Forest is approximately 2,100 hectares of land located near Matahi Valley Road, Bay of Plenty.
8. Matahi Forest is made up of the following land titles:
 - (a) Lot 2 of Section 2 Block VIII Waimana Survey District, GS104/155 (268.4078 hectares more or less);
 - (b) Tahora 2AEI 2 Block, GS1A/1224 (433.0136 hectares more or less);
 - (c) Section 3 Block VIII Waimana Survey District, GS2C/1030 (104.6112 hectares more or less);
 - (d) Lot 1 Deposited Plan 2858, GS2D/96 (50.0520 hectares more or less);
 - (e) Section 4 Block VIII Waimana Survey District, GS4A/1113 (7800 square metres more or less);

- (f) Part Tahora 2AD2 Block, GS5B/1495 (1243.4528 hectares more or less); and
 - (g) Lot 1 Deposited Plan 15760, SA469/189 (24.0940 hectares more or less).
9. Matahi Forest is primarily planted in pine for forestry harvesting purposes.
10. In 2016:
- (a) TUT acquired Matahi Forest as part of Nāi Tūhoe's settlement with the Crown for the Crown's breaches of Te Tiriti o Waitangi; and
 - (b) the Custodian Company became the registered proprietor of Matahi Forest, holding legal title of a fee simple estate in the Matahi Forest on behalf of TUT.
11. The plaintiffs:
- (a) are, and have been at all material times, the rightful owners and occupiers of Matahi Forest; and
 - (b) have not granted any rights in Matahi Forest, proprietary or otherwise, to the defendants.
12. On or around 23 January 2025, the second and third defendants:
- (a) entered onto Matahi Forest; and
 - (b) undertook forestry operations within the Forest, including earthworks and felling trees.
13. On 24 January 2025, Umesh Naik, a representative of the plaintiffs, telephoned the third defendant and informed him that the second and third defendants:
- (a) did not have the plaintiffs' permission to enter onto, undertake forestry operations on, or remove logs from, Matahi Forest;
 - (b) were trespassing on Matahi Forest; and
 - (c) were required by the plaintiffs to cease all forestry operations and remove all personnel and equipment.
14. On 24 January 2025, Mr Naik emailed the second and third defendants and provided them with:

- (a) a formal trespass notice;
 - (b) copies of title documents showing the Custodian Company as registered proprietor; and
 - (c) a written request for immediate compliance with the requirement to cease all forestry operations and remove all personnel and equipment.
15. The second and third defendants did not reply.
16. On or around 6 February 2025, the second and third defendants:
- (a) entered onto Matahi Forest; and
 - (b) undertook forestry operations within the Forest, including earthworks and felling trees; and
 - (c) removed logs from the Forest.
17. On or around 10 February 2025, the fourth defendants began occupying or threatening to occupy parts of Matahi Forest, without the consent or authority of the plaintiffs.
18. On 11 February 2025, TUT's solicitor wrote to the second and third defendants, requiring:
- (a) that Ritchie Contracting, its servants, agents, employees and/or subcontractors, cease operations and remove all personnel and equipment from Matahi Forest without delay; and
 - (b) an undertaking that Ritchie Contracting, whether by its directors, servants, agents, employees, subcontractors, or by any other means at all, would:
 - (i) cease all operations at Matahi Forest immediately;
 - (ii) remove all personnel and equipment from Matahi Forest by 13 February 2025; and
 - (iii) not enter onto, or undertake any activity at, Matahi Forest.
19. The second and third defendants did not reply.
20. On 11 February 2025, the first defendant wrote to TUT's solicitor alleging:

- (a) “Ōmuriwaka Māori Incorporation” and/or “Ōmuriwaka Incorporation” (Ōmuriwaka Māori Inc) is a body corporate under Te Ture Whenua Māori 1993 and is recognised as a Māori Authority;
 - (b) the first defendant is the secretary of Ōmuriwaka Māori Inc;
 - (c) Ōmuriwaka Māori Inc is the “legal and beneficial owner/shareholder and related whanaungatanga to the interest in the Local Hapu Ngai Tama Tuhirae within the Mataatua Native District”; and
 - (d) Ōmuriwaka Māori Inc “registered” the third defendant under “the Ahu Whenua”.
21. The allegations made by the first defendant describe at paragraphs 20(a)–20(d) are false. In particular:
- (a) Ōmuriwaka Māori Inc is not validly constituted under Te Ture Whenua Māori Act 1993 and is not a Māori Authority;
 - (b) Ōmuriwaka Inc has no authority over, or legal and beneficial ownership of, Matahi Forest; and
 - (c) Ōmuriwaka Māori Inc has no authority or power to “register” the third defendant or anyone else in relation to Matahi Forest.
22. No resource consents or other regulatory approvals have been granted for the activities pleaded at paragraphs 12 and 16.
23. On 14 February 2025, Bay of Plenty Regional Council emailed the first, second and third defendants advising that:
- (a) the first, second and third defendants are in breach of forestry harvesting regulations; and
 - (b) the Council required them to cease all forestry harvesting.

FIRST CAUSE OF ACTION – TRESPASS TO LAND

24. The plaintiffs repeat paragraphs 1–23 above.
25. The defendants have, or have caused their servants, agents, employees, contractors or subcontractors to:
- (a) enter on Matahi Forest;

- (b) undertake forestry operations within Matahi Forest, including earthworks and felling trees;
 - (c) remove logs from the Matahi Forest; and/or
 - (d) selling and/or transferring possession of the logs to another.
26. The defendants have no authority or justification for doing so.
27. The defendants have therefore committed trespass.
28. The plaintiffs have suffered, or are likely to suffer, loss as a result of the defendants' trespass, including from:
- (a) interference with the plaintiffs' rights to possession of Matahi Forest;
 - (b) damage caused to the land from unauthorised forestry operations, including earthworks and felling trees; and
 - (c) interference with the plaintiffs' rights to harvest the forest and sell the logs.

RELIEF

By way of relief, the plaintiffs seek:

- A. A permanent injunction prohibiting the first to fourth defendants, whether by their directors, servants, related bodies corporate, subcontractors, officers, employees, personnel, agents, other persons authorised to act on their behalf or by any other means at all, from entering onto Matahi Forest or part thereof, or directing, encouraging or inducing others to enter onto Matahi Forest or part thereof.
- B. Damages for the losses incurred as a result of the defendants' trespass (including mesne profits and consequential damage), with the precise sum claimed to be updated before trial.
- C. Exemplary damages of \$50,000.
- D. Interest pursuant to s 10 of the Interest on Money Claims Act 2016 from the date the second and/or third defendant (whether by their directors, servants, related bodies corporate, subcontractors, officers, employees, personnel, agents, other persons authorised to act on their behalf) entered onto Matahi Forest, being 23 January 2025 or earlier.

- E. Any other order the Court thinks just.
- F. Costs.

SECOND CAUSE OF ACTION – TRESPASS TO GOODS

- 29. The plaintiffs repeat paragraphs 1–23 above.
- 30. The defendants have, or have caused their servants, agents, employees, contractors or subcontractors to:
 - (a) enter on Matahi Forest;
 - (b) undertake forestry operations within Matahi Forest, including earthworks and felling trees;
 - (c) remove logs from the Matahi Forest; and/or
 - (d) selling and/or transferring possession of the logs to another.
- 31. The defendants have no authority or justification for doing so.
- 32. The defendants have therefore committed trespass to goods.
- 33. The plaintiffs have suffered, or are likely to suffer, loss as a result of the defendants' trespass, including:
 - (a) interference with the plaintiffs' rights to harvest the forest, and sell and possess the logs; and
 - (b) liability for NZUs or a requirement to replant the felled trees.

RELIEF

By way of relief, the plaintiffs seek:

- A. A permanent injunction prohibiting the first to fourth defendants, whether by their directors, servants, related bodies corporate, subcontractors, officers, employees, personnel, agents, other persons authorised to act on their behalf or by any other means at all, from felling and removing trees from Matahi Forest or part thereof, or directing, encouraging or inducing others to fell or remove trees from Matahi Forest or part thereof.
- B. Damages for the losses incurred as a result of the defendants' trespass, with the precise sum claimed to be updated before trial.
- C. Exemplary damages of \$50,000.

- D. Interest pursuant to s 10 of the Interest on Money Claims Act 2016 from the date the second and/or third defendant (whether by their directors, servants, related bodies corporate, subcontractors, officers, employees, personnel, agents, other persons authorised to act on their behalf) took logs from Matahi Forest, being 6 February 2025 or earlier.
- E. Any other order the Court thinks just.
- F. Costs.

THIRD CAUSE OF ACTION – CONVERSION

- 34. The plaintiffs repeat paragraphs 1–23 above.
- 35. The defendants have, or have caused their servants, agents, employees, contractors or subcontractors to:
 - (a) enter on Matahi Forest;
 - (b) undertake forestry operations within Matahi Forest, including earthworks and felling trees;
 - (c) remove logs from the Matahi Forest; and/or
 - (d) selling and/or transferring possession of the logs to another.
- 36. The defendants have no authority or justification for doing so.
- 37. The defendants have therefore committed conversion.
- 38. The plaintiffs have suffered, or are likely to suffer, loss as a result of the defendants' conversion, including:
 - (a) interference with the plaintiffs' rights to harvest the forest, and sell and possess the logs; and
 - (b) liability for NZUs or a requirement to replant the felled trees.

RELIEF

By way of relief, the plaintiffs seek:

- A. A permanent injunction prohibiting the first to fourth defendants, whether by their directors, servants, related bodies corporate, subcontractors, officers, employees, personnel, agents, other persons authorised to act on their behalf or by any other means at all, from felling and removing trees from

Matahi Forest or part thereof, or directing, encouraging or inducing others to fell or remove trees from Matahi Forest or part thereof.

- B. Damages for the losses incurred as a result of the defendants' conversion, with the precise sum claimed to be updated before trial.
- C. Exemplary damages of \$50,000.
- D. Interest pursuant to s 10 of the Interest on Money Claims Act 2016 from the date the second and/or third defendant (whether by their directors, servants, related bodies corporate, subcontractors, officers, employees, personnel, agents, other persons authorised to act on their behalf) took logs from Matahi Forest, being 6 February 2025 or earlier.
- E. Any other order the Court thinks just.
- F. Costs.

This document is filed by **Paul Beverley**, solicitor for the Plaintiffs whose address for service is at the offices of Buddle Findlay, Level 17, Aon Centre, 1 Willis Street, Wellington 6011. Documents for service on the abovenamed may be left at that address or may be:

1. Posted to the solicitor at PO Box 2694, Wellington 6011; or
2. Left for the solicitor at a document exchange for direction DX SP20201, Wellington; or
3. Emailed to the solicitor at paul.beverley@buddlefindlay.com if it is also emailed to counsel at monique.vanalphenfyfe@stoutstreet.co.nz.