IN THE WAITANGI TRIBUNAL

WAI 18/114/500

WAI 1200

IN THE MATTER of the Treaty of Waitangi Act 1975

A N D

IN THE MATTER of the Central North Island Claims Inquiry

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IN THE MATTER of a claim by Harvey Karaitiana for and on behalf of himself and the descendants of Ngati Hinerau, Ngati Hineure, Ngati Tutemohuta and Ngati Te Urunga ("the Tauhara hapu")

AMENDED STATEMENT OF CLAIM ON BEHALF OF THE TAUHARA HAPU

DATED 31st OCTOBER 2004

Till Henderson King
Lawyers
P O Box 19342
HAMILTON

Solicitor acting: Alex Hope

Hemi Te Nahu
Barrister
P O Box 4104 – Western Heights
ROTORUA
Ph: 07-3436151/Fax 07-3436152
Email: hhtenahu@xtra.co.nz
Counsel acting: Hemi Te Nahu

May it please the Tribunal;

1. This amended statement of claim is filed by Harvey Karaitiana for and on behalf of Ngati Hinerau, Ngati Hineure, Ngati Tutemohuta and Ngati Te Urunga ("the Tauhara hapu").

2.0 The Claimants:

2.1 The Tauhara hapu can trace their descent from various ancestors from which there are several whanau kinship groupings. Traditionally each Tauhara had their own lands, resources and assets, which were distinctly designated and respected by their adjoining hapu or neighbouring groups.

2.2 Each Tauhara hapu bears its own hapu name described above and normally after a founding or prominent ancestor, the common genealogical link that unites and ties all members of the hapu together both as a kinship unit and ties operational, social, political, economic and cultural identity.

2.3 Each Tauhara hapu operated autonomously from other Tauhara hapu and ran its affairs independently of others. Its chiefs were those who were senior genealogically, and they had rights, which were exclusive to him or her and to the hapu. No other hapu or hapu members or chiefs could speak and make decisions for other hapu without first being mandated by the hapu to do so.

2.4 The rohe of the Tauhara hapu is unique in that it encompasses the three known Tauhara blocks specifically Tauhara North, Tauhara Middle and Tauhara South. The rohe can be generally described as beginning east of Lake Taupo including Tauhara mountain being Tauhara North, to east of

Lake Taupo south of Tauhara North being Tauhara Middle to east of Lake Taupo, south of Tauhara Middle being Tauhara South.

The Claim

3. The Claimants say that they have been or are likely to be prejudicially affected by the ordinances, acts, regulations, orders, policies, practices and actions taken, omitted or adopted by or on behalf of the Crown which are set out in this Amended Statement of Claim are and remain a breach of the terms and/or principles of the Treaty of Waitangi.

4. The claimants further claim that all of the Acts, regulations, orders, policies, practises and actions taken, omitted or adopted by or on behalf of the Crown referred to are and remain inconsistent with the terms and principles of the Treaty of Waitangi.

Grievance – Failure to protect land base and other resources

5.0 In breach of the principles of the Treaty of Waitangi, from 1840 the Crown actively facilitated and /or permitted the transfer of land belonging to the Tauhara hapu so that the land remaining in the ownership of the Tauhara hapu was insufficient for their present and future needs.

Particulars

5.1 In breach of its duty of active protection and its duty to ensure the Tauhara hapu were left with a sufficient land base for their present and future needs, and its duty to act in good faith, the Crown adopted and/or facilitated a process of progressive alienation of Tauhara hapu lands within the claim area which has resulted in Tauhara hapu being rendered landless.

5.2 In 1840 there were approximately 700,000 acres of land that comprised the Tauhara block in it's entirety that was administered in accordance with Tauhara hapu tikanga, kawa and mana.

5.3 From 1840 the Crown developed policies to acquire the whole of the Tauhara hapu lands that included Crown acquisition of Central North Island Forest lands through various Native Land Acts[1], alienation of lands through various land administration mechanisms[2], the acquisition of geothermal resources[3] whilst attracting settlers into the Central North Island for settlement purposes whilst implementing a land purchasing regime of Tauhara hapu lands that included allowing other parties to purchase Tauhara lands[4]

5.4 Although at the latest by the 1900s the Tauhara hapu were facing near landlessness, the Crown nonetheless failed to stop the acquisition of Tauhara lands and or prevent the ongoing alienation of Tauhara lands and on the contrary successive amendments to the Native Land Acts to 1993 and other land alienation legislation had the object and/or effect of facilitating the further alienation of Tauhara lands within the claim area.

5.5 In acquiring or permitting the alienation of Tauhara lands, the Crown failed to either investigate the extent of land required by the Tauhara hapu for their present and future needs or to identify the extent of those needs.

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[1] Walzl, "*Maori and Forestry Taupo, Rotorua, Kaingaroa (1890-2000) June 2004 draft report* p11 para 9

[2] Hearn, T*aupo, Kaingaroa Land 20th Century Overview Land Alienation and Land Administration 1900-1993 September 2004* pg 439 on Maori development schemes

[3] Rose, *"Fenton Agreement, Land Alienation in the Rotorua District in the 19th Century September 2004* pg 95 para 2

[4] Hearn, pg 334 on Crown purchases

5.5.1 The Crown failed to provide or implement a structure and/or process for the identification or determination of the present and future needs of Tauhara hapu.

5.5.2 The Crown agents, including surveyors retained by the Crown who were responsible for exercising a protective function failed to do so and in particular were themselves involved in the land purchase process and were therefore subject to a conflict of interest.

5.5.3 The Crown failed to undertake or develop a plan for settlement that would have ensured that the Tauhara hapu retained land around the new settlements, had access to such settlements, technology, markets, infrastructure, health and education services so that the Tauhara hapu would have been in a position whereby they could substantially benefit from and successfully participate in the settler economy[5]

5.5.4 The Crown failed to assist the Tauhara hapu to acquire or gain the necessary expertise to utilise their lands in order to participate in the settler economy

5.5.5 The Crown failed to ensure the protection of the Tauhara hapu geothermal resources by initiating processes that removed the use and control of their geothermal resources from their hapu.

5.4 The Crown failed to ensure that any or any adequate reserves were set aside and maintained in the ownership and control of the Tauhara hapu or that sufficient land for the present and future needs of the Tauhara hapu was otherwise rendered inalienable.

5.5 The Crown alienated or enabled alienation of the Tauhara hapu land and estates, forests fisheries, waterways, geothermal and other resources without conducting a full and exhaustive inquiry into the nature and extent of their chiefly authority over the customary ownership, use, occupation and enjoyment of their lands.

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[5] Gould *"Maori Land Development Schemes Generic Overview Circa 1920-1993 30 September 2004* p285

5.6 The Crown alienated and/or enabled alienation of Tauhara hapu lands without proper inquiry as to their present and future needs and in scant disregard of the Tauhara hapu's tino rangatiratanga.

5.7 The Crown through Native Land Court Acts imposed an English based land ownership system of ascertainment of title specifically designed to defeat chiefly authority and traditional whanau, hapu and iwi based systems of land tenure and social cohesion.

5.8 The Crown failed in its enactments and dealings with the Tauhara hapu through its various agents and institutions to take into account and investigate and apply the principles of customary ownership, occupation and enjoyment of their lands and estates, forests and fisheries and resources.

5.9 The Crown undermined and eventually destroyed Tauhara hapu tino rangatiratanga in relation to their customary ownership, use, occupation and enjoyment of their lands and estates, forests, ngawha, fisheries and resources by imposing upon them a system of land ownership that was in breach of the principles of the Treaty of Waitangi.

6.0 The Crown prevented the customary rights of succession and prevented development of the land by the Tauhara hapu through the Crown`s system of land ownership.

6.1 The Crown failed to protect the tino rangatiratanga of the Tauhara hapu of their lands and estates, forests, ngawha, fisheries and resources, through its imposition of a system of land ownership, enforced by the Native Land Court which enabled individuals to alienate communally owned lands.

6.2 The Crown failed to establish any or proper system of recording such ownership, use, occupation and enjoyment in order that the Crown might be appraised of the persons with whom it could treat and the extent to which those persons might have the customary right of alienation of customary ownership, use, occupation and enjoyment of lands and estates, forests, ngawha, fisheries and resources.

6.3 The Crown failed to ensure that its ordinances, acts, regulations, orders, policies, practices and actions taken, omitted or adopted by or on behalf of the Crown did not have any detrimental effects upon the environment but resulted in the pollution, erosion, depletion and negative environmental impacts upon the Tauhara lands and estates, waterways, ngawha, forests, fisheries and resources.

Particulars: The Native Land Court

6.4 In breach of the principles of the Treaty of Waitangi the Crown introduced the Native Land Court process to lands belonging to the Tauhara hapu and facilitated the permanent alienation of the Tauhara hapu from their ancestral lands and estates, forests and fisheries and other resources[6]

6.5 In breach of the principles of the Treaty of Waitangi the Crown failed or refused to ensure that the Native Land Court correctly identified all parties with an interest in lands and/or failed or refused to intervene in relation to the discriminatory and divisive practices of the Native Land Court[7]

6.6 Through the Native Land Acts the Crown introduced a system of land ownership and title allocation designed to defeat traditional whanau, hapu and iwi based systems of land tenure[8]

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[6] Rose pg 70 see also Hearn pg 267 regarding the Tatua block

[7] Hearn pg 267

[8] ibid

6.7 The Crown introduced a system of ownership that was fundamentally based upon individualisation of formerly communally held interests for the specific purpose of ensuring acquisition of Tauhara lands from interest holding individuals[9]

6.8 The individualisation of titles destroyed the ability of the Tauhara hapu to develop, use, occupy and enjoy their lands according to custom.

6.9 The Tauhara hapu were forced to attend Native Land Court hearings or be dispossessed of their land interests. Consequently Tauhara land owners were not recorded as having interest in lands and became permanently alienated from their ancestral estates[10]

7.1 The Tauhara hapu were burdened with costs of attending Native Land Court hearings. Once ownership was determined, Tauhara hapu were forced to sell their Maori land interests in order to pay their debts and expenses while attending Court sittings[11] In addition during attending court sittings Tauhara hapu members suffered through alcohol, disease and malnutrition[12]

7.2 Consequently, the Native Land Court process as a tool of alienation of land and resources had devastating effects on Tauhara tikanga and traditional systems of land tenure that is still being felt by the Tauhara hapu today.

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[9] Hearn pg 217 para 7.1 Native Land Act 1913 s109

[10] Peter McBurney *Ngati Manawa and the Crown 1840-1927* report pg 262 para 5.1.1

[11] Rose pg 17-18

[12] ibid

Particulars: Survey liens

7.3 Another tool of land alienation was the imposition of Survey liens applied as charges to Maori freehold lands. The result was the alienation of substantial amounts of Tauhara land to surveyors despite protests from the owners[13]

7.4 Under the Native Land Court surveyors who were owed money in relation to survey of lands were entitled to apply to the Court to lodge survey liens that were effectively mortgages and incurred interest charges[14] In addition, Tauhara owners of land had to pay survey costs despite the costs being incurred by non-owners of Tauhara lands[15] Consequently, a significant proportion of Tauhara lands were subject to such liens and taken for payment of those debts[16]

Particulars: Crown Purchases

7.5 In breach of the Treaty of Waitangi the Crown purchased Tauhara lands without first ascertaining the hapu intentions, on terms which were inconsistent with Tauhara hapu interests and paid no regard to the protection or continuing Tauhara customary ownership of their ancestral land[17]

7.6 The Crown failed to take measures to ensure that the Tauhara hapu got a fair price for their Maori land interests[18]

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[13] Bruce Stirling, *"Taupo, Kaingaroa 19th Century Overview Project Draft September 2004* pg 424

[14] Ibid pg 435

[15] Ibid pg 436

[16] Ibid also see McBurney pg 262-265

[17] ibid pg 773-778

[18] Ibid pg 779-781

7.7 The Crown failed and refused to introduce any effective protective measures to ensure the retention by the Tauhara hapu of adequate lands and economic base that were in breach of the principles of the Treaty of Waitangi[19]

7.8 Further, the Crown failed to enforce protection measures that prevented alienation of Tauhara lands but removed or varied measures as and when it suited itself in accordance with its desire for land.

7.9 Under the Native Land Act 1873 the inalienability clause in the Act (that should have served to place some restrictions on alienation) was ineffectual. The Act recognised that the Crown had a responsibility to protect Tauhara lands but failed to establish a means of providing that protection.

8.0 The Crown allowed its Crown purchasing agents to practice in a way that undermined Tauhara tribal authority and to purchase interests from individuals that were in breach of tikanga and the Treaty of Waitangi.

8.1 From 1900 to 1910 increased restrictions were put in place on private acquisitions, which resulted in few land sales. However, as the desire for more land increased the Crown simply removed the restrictions, for example by the Native Land Act 1909 and by transferring Maori administrative management and control of land to Europeans.

8.2 The Crown knowingly and deliberately whilst implementing it's land purchasing regime undertook measures to alienate the ancestral lands and estates, forests and fisheries and resources of the Tauhara hapu leaving them with insufficient lands and estates, forests and fisheries and resources and without an economic base that was a flagrant breach of the principles of the Treaty of Waitangi[20]

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[19] ibid

[20] ibid

Particulars: Economic Development

8.3 The Crown failed to assist the Tauhara hapu to effectively develop their remaining lands and/or communities by restricting their access to capital. The nature of the individualised land ownership made it impossible for Tauhara hapu to mortgage their lands under customary ownership. Many Tauhara hapu were forced to either lease or sell their remaining lands in order to gain capital.

8.4 Accordingly the Tauhara hapu were unable to amass significant capital due to factors including:

(a) the individualisation of land interests, and/or
(b) payments for land were relatively small and/or
(c) lease income was small or non -existent.

8.5 In 1894, The Advances to Settlers Scheme was established whereby Pakeha settlers could borrow money from the Crown for house construction, fencing, grass seed, stock and the like was unavailable to Ngati Tahu. In order to obtain capital the Tauhara hapu were forced to vest their land in a Crown appointed authority or have their land administered and managed by non-owners or, forced to sell some of their land.

8.6 There was limited assistance for development of Maori land available from the Maori Trustee as this form of lending was limited and resulted in the beneficial owners not having access to their funds. In effect it was taking from Maori to assist others.

8.7 Consequently the Crown imposed a land ownership system that resulted in remaining Tauhara hapu land blocks being uneconomic and owned by a large number of individuals. As many of the blocks were not economically viable

and/or access to capital was limited, Tauhara lands reverted to scrub and gorse whilst other blocks were leased.

Particulars: Public Works

8.8 Public Works legislation was prejudicial and included discriminatory provisions such as allowing less than 5% of a Maori land block to be taken without compensation, and in circumstances where compensation was awarded different procedures was used for determining the amount of compensation.

8.9 The Tauhara owners were not often consulted with respect to the intended takings for public works and the legislation enacted ensured no consultation would be had. In addition, land taken for public works purposes but not used for that purpose was not returned[21]

8.9 In 1882 a new Public Works Act was introduced that empowered the Crown to take lands for public works without the need to give notice to the owners[22] In addition public works legislation paved the way for the Crown to implement legislation to take land for scenic preservation and hydro electric purposes that saw further alienations of Maori land without Maori consent[23]

9.0 Furthermore in 1938 the Public Works Act empowered the Crown to take any land it required for the purposes of a township in the same manner as for water and power purposes. Again notice was not required to be given by the Crown to take such lands[24]

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[21] Peter McBurney pg 5

[22] Ibid pg 6-7

[23] Ibid pg 8-9

[24] Michael Belgrave & Ors "*Crown Policy in Respect to Maori Land 1953-1993* 30 June 2004 pg 134 para 392

9.1 By 1981 the public works legislation still contained no provisions to take Treaty of Waitangi considerations into account when takings of Maori land were being considered for public works[25]

9.2 Accordingly the Public Works Act was responsible for major losses of Tauhara lands as the Crown ultimately did not need to take into account Maori concerns, values or the Treaty when it took Maori land for public works[26]

Particulars: Geothermal/Ngawha

9.3 Geothermal legislation was enacted to make provision for the control and tapping of geothermal energy and its use and the vesting of such energy into the Crown. Accordingly the Crown assumed sole proprietorship to take, tap, use and apply such energy notwithstanding anything to the contrary whether it be in any act or in any Crown grant or certificates of title or lease or other instruments of title and whether or not that land had been alienated from the Crown[27]

9.4 The geothermal legislation was explicit in that that there would be no consideration of views particularly from the Tauhara hapu where their geothermal resources were concerned. There was no reference in the legislation to require the Crown to take into account Tauhara hapu attitudes and values towards geothermal resources or even acknowledgement of geothermal fields within the Tauhara tribal estate as a taonga and a highly prized resource traditionally owned and utilised by the Tauhara hapu[28]

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[25] Belgrave pg 160-161 para 481

[26] Belgrave & Ors 235-236 para 683

[27] Waitangi Tribunal Wai 1200 A23 *"Ohinemutu Geothermal Use and Ngati Whakaue"* 1988 pg3

[28] D A Edmunds Kensington Swan, R P Boast Wai 1200 A26 *"Geothermal Resource Management Ownership and Management Issues* pg 5-6

9.5 The detrimental impacts felt by the Tauhara hapu as a consequence of the extraction of their geothermal energy had major detrimental impacts upon the Oenekeneke stream at Waipahihi amongst others.

9.6 In addition, the loss of their geothermal resource has impacted upon the Tauhara hapu being able to use their geothermal resource in accordance with their own tikanga.

9.7 The Tauhara hapu have not received compensation in any shape or form for the loss of their resource nor the impacts suffered by them as a consequence of the Crown's breach of the Treaty.

9.8 The Crown failed to ensure Tauhara customary use and tikanga as it applied to their geothermal taonga and ngawha were protected. The Crown extinguished Tauhara hapu rights to their resources and are responsible for the detrimental impacts that have and continue to occur to the Tauhara hapu as a consequence of the geothermal resource continuing to be extracted.

Particulars: State Forests

9.9 In breach of its obligations and principles under the Treaty of Waitangi, the Crown acquired land in the Tauhara blocks for the purposes of establishing a state forest by use of legislation and acts aimed at alienating Tauhara hapu from their traditional lands[29]

10.0 In 1874 the Crown initiated Forestry legislation for the purposes of providing for state forests[30]

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[29] Tony Walzl *"Maori and Forestry (Taupo-Rotorua-Kaingaroa) 1890-2000"* June 2004 pg 10-13

[30] Ibid pg 12

10.1 By 1880 vast tracts of Maori land had been alienated for Forestry purposes[31] that included approximately 100,000 acres of Tauhara lands for the establishment of the Waimihia forest.

10.2 Furthermore, the establishment of forestry prevented Tauhara hapu from accessing traditional feeding grounds for fisheries and traditional food sources as they are required to apply for licenses to cross forestry lands to access their own traditional food sources.

10.3 As a consequence of the Crown's drive to develop state forests within Tauhara, the Crown dismantled traditional Tauhara hapu processes of providing for its members who in turn became dependant upon the forestry industry for their existence.

10.4 The Crown failed to protect and provide an economic base for Tauhara hapu whilst ensuring Tauhara hapu remained dependant upon a system that would eventually keep them impoverished.

Particulars: Environmental Impacts

10.5 In breach of its obligations and principles of the Treaty of Waitangi the Crown by its acts, omissions, regulations and legislation resulted in the pollution, damage and loss of control to Tauhara hapu of their waterways, tributaries, streams and lake[32]

10.6 The Crown through its acts, omissions, regulations and legislation breached its duties and obligations under the Treaty as the Crown assumed it had the right to control such waterways, tributaries, streams and lakes that eventually stripped

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[31] Ibid

[32] R P Boast Wai 1200 A21 *"The Legal Framework For Geothermal Resources A Historical Study"* pg 89

away from the Tauhara hapu their own tikanga and kaitiakitanga in relation to their waterways, tributaries, streams and lakes [33]

10.7 The Crown failed to protect Tauhara taonga by allowing the discharge of pollution into Tauhara waterways and lake resulting in pollution of traditional food sources[34]

10.8 The Crown facilitated the introduction of foreign fish species like Trout into the Tauhara hapu tributaries, streams and lake that resulted in the drastic reduction of traditional fish sources like the kokopu, inanga and koura.

10.9 In addition the Crown criminally prosecuted members of the Tauhara hapu charged for fishing for trout without a license despite the Crown being responsible for the reduction in numbers of their own indigenous and traditional fishing sources accessed by the Tauhara hapu for centuries.

11.0 The Crown allowed the dropping of 1080 poison that resulted in the death of indigenous wildlife with the added detrimental impacts visited upon the sensitive eco system that surrounds Lake Taupo and other waterways, tributaries and streams within the Tauhara rohe[35]

11.1 The Crown facilitated a land acquisition programme that gave rise to the extraction of geothermal resources that have led to major reductions in geothermal activity particularly around Waipahihi Marae and surrounding ngawha.

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[33] Ben White 1200 A55 *"Inland Waterways: Lakes* March 1998 pg 8

[34] ibid

[35] R Kirkpatrick & Ors *"Land-Based Cultural Resources and Waterways And Environmental Impacts (Rotorua, Taupo and Kaingaroa) 1840-2000* 6 September 2004 pg 215-216

11.2 The Crown's Resource Management Act processes were used to establish landfills and sewage outlets that are in stark contravention of the wishes of the Tauhara hapu.

11.3 The Crown failed to ensure that its acts, ordinances, regulations, orders, policies, practices and actions taken, omitted or adopted by or on behalf of the Crown did not detrimentally impact upon the environment in the waters or the land from which so much of the Tauhara tikanga and traditional history is based.

Particulars: Tauhara Reserves

11.4 In breach of its obligations and principles of the Treaty of Waitangi the Crown by its acts, omissions, regulations and legislation failed to provide adequate reserves for the continued occupation and survival of the Tauhara hapu[36] Even in terms of reserves that were allocated to the Tauhara hapu, the Crown was intent on reducing those reserves even further to the *minimum needed for actual occupation*[37]

11.5 As a consequence of the Crown's reserve regime, reserves that were meant to be excluded from Crown acquisition and set aside for the Tauhara hapu were included as seen with the Parakiri reserve that is still being protested by Tauhara hapu to this day[38]

11.6 In addition, where reserves were identified to be set aside for the Tauhara hapu, Crown agents through surveys drastically reduced the reserve from the original intended size to be allocated. The Wharewaka reserve was reduced by two thirds from its original size and the balance became reserved for public purposes[39]

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[36] Stirling pg 470

[37] ibid

[38] Stirling pg 472

[39] Ibid pg 473-478

11.7 Accordingly, the Crown failed to adequately or properly define the extent of land reserved for the Tauhara hapu (including the Wharewaka and Parakiri blocks) which resulted in the progressive alienation of land and a further economic base to provide for the immediate and future needs of the Tauhara hapu.

Particulars: leases

11.8 In breach of its obligations and principles of the Treaty of Waitangi the Crown by its acts, omissions, regulations and legislation initiated a leasing regime of land tenure that alienated Tauhara hapu from their lands.

11.9 During the 1860s Tauhara lands were subject to 'leasing fever' as a consequence of the Crown opening up the Central North Island for settlement[40] as Maori saw this process of land tenure to be more acceptable as they still maintained ownership of their lands and was an opportunity to provide employment and land development oppotunities[41]

12.0 However the Tauhara lands were subject to leases for terms between 21 years, 99 years or 999 years and included a purchase clause that saw their land being tied up for lengthy periods of time[42]

12.1 The effects of the leasing regime were the Crown used this mechanism as an effective land purchasing tool as it failed to pay the rents on the leases, and the owners already being subject to survey and Court costs were in dire need of money to repay debt created by the Crown[43]

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[40] Ibid pg 18

[41] Ibid pg 288

[42] Ibid pg 287

[43] Ibid pg 288

12.2 The Crown contributed to the amount of debt owed by the Tauhara hapu by influencing where and when the Native Land Court would sit as the only institution duly authorised to give legal effect to the leases entered into[44]

12.3 Consequently the Tauhara hapu suffered again at the alienation of their lands by entering into lease arrangements described by Crown agents as providing substantial benefit to being bereft of their lands due to the amount of debt the Crown helped to generate.

12.4 Accordingly, the Crown through their lease regime failed and even contributed to not providing sufficient lands for the present and future needs of the Tauhara hapu that resulted in the further progressive alienation of Tauhara land and an alternative economic base to provide for the immediate and future needs of the Tauhara hapu

PREJUDICIAL EFFECTS

12.5 By virtue of the Crown's legislation, actions, omissions, practices and policies in taking the ancestral lands, resources and other property of the Tauhara hapu and its subsequent actions and omissions as set out above, the claimants have suffered and continue to suffer numerous prejudicial effects including:

a. The dispossession of substantially all of their economic, spiritual and cultural base
b. Loss of life
c. Loss of freedom
d. Loss of mana
e. Loss of economic independence and prosperity
f. The destruction of their traditional land tenure system

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[44] ibid

g. The forced dislocation from their ancestral land, kainga, resources and waahi tapu

h. The loss of customary fisheries

i. The destruction or erosion of their economic base, social organisation and traditional leadership structures

j. The severance from waahi tapu and other significant sites

k. The division, dissension and conflict between iwi leading to the breakdown of traditional structures

l. Being left with fragmented and individualised land holdings, which are of little utility or value and are insufficient for present and future needs

m. Being left with insufficient land and resources to actively participate in the economy and enjoy the benefits of European settlement

n. Damage to the natural environment of Tauhara lands, waterways, streams and lake by erosion, subsidence, reclamation and pollution

o. Gross offence to the mana, dignity and rights of the Tauhara hapu within their own rohe

p. Poor health, welfare and education as a direct or indirect result of the losses referred to above.

RELIEF SOUGHT

12.6 The Claimants seek the following recommendations:

a. Pursuant to s.8A - 8H(j) of the Treaty of Waitangi Act 1975 with the return to the Claimants of all relevant Crown land, land held by any State Owned Enterprise, land held by any institution under the Education Act 1989 and land vested under the New Zealand Railway Corporation Restructuring Act 1990 or any interest in any such land and together with improvements thereon.

b. That all land owned by the Crown within the claim area and any improvements thereon including reserve and conservation land be returned to the Claimants.

c. That the Waimihia forest lands be returned to the claimants.

d. That the Crown compensates the Claimants for the prejudicial effects as a result of the Crown's legislation, acts, omissions, policies and practices as identified in this Statement of Claim.

e. That the Crown restores the mana and mauri of the whanau and the Tauhara hapu through Crown acknowledgment of their ancestral, customary and historical interests within the Tauhara hapu claim.

f. That the customary title and any other rights of the claimants (including those of management and control) in respect of the fishery resources of the Tauhara hapu be returned to the Tauhara hapu.

g. The transfer of all and any existing property rights if any to waterways and river and lake beds belonging to the Tauhara hapu be returned to the Tauhara hapu,

h. The Crown pay the full legal costs of the preparation and presentation of this claim and all costs of recovering any land recommended to be returned or all costs incurred in securing the implementation of recommendations.

i. That the Crown offer a full apology for the actions and omissions that were in breach of the Treaty of Waitangi;

j. Such other recommendations that the Tribunal deems appropriate.

THIS AMENDED STATEMENT OF CLAIM is filed by Alex Hope, Solicitor for the Claimants, whose address for service is at the offices of Till Henderson King Lawyers 14 Knox Street, Hamilton.

Documents for service on the Claimants may be left at that address for service or may be:

(a) Posted to the Solicitor at P O Box 19342, Hamilton; or
(b) Left for the Solicitor at a document exchange for direction to DX GP20037, Hamilton; or
(c) Transmitted to the Solicitor by facsimile on (07) 8383534.