

Synopsis of High Court Case known as C v R.

Presented to WAI 3300 at Te Tiriti O Waitangi Marae on 04:12:25

1. On 4:12:2025 I attended the WAI 3300 Tribunal Hearing at Te Tiriti O Waitangi Marae by invitation from Ngapuhi Kaumatua Hone Sadler to support his presentation, which I fully endorse.
2. My whakapapa is on the whenua at Te Tii B3 Waitangi, through our Maihi Tupuna. At the Hearing, the wairua within the Whare Tupuna, gave me confidence in the process to approach the Chief Judge. She very kindly listened and allowed me to file documents concerning an action taken in the Whangarei High Court in 1994 etseq
3. This case concerns a contract entered into with the Department of Maori Affairs (DMA) in reliance upon Maori Affairs Act 1953 s.4 (ss.2) whereby, they would “... ***promote the well-being of Maori***”.
4. Subsequent to my entering into the contract for both the purchase and mortgage of the property (DMA being both the vendor and mortgagee), the Maori Affairs Act 1953 was repealed. All DMA’s Housing contracts and mortgages were transferred to Housing corporation New Zealand (HCNZ) and other financial institutions under the Housing Assets Transfer Act 1993.
5. What I have produced to the Tribunal are the papers which remain extant the High Court. Not included are the preliminary and interlocutory papers which are no longer in issue in the proceedings.
The case has not been finally heard for reasons set out following.
6. The principal issues relevant to this Tribunal’s consideration are:
 - a. The filing and prosecution of civil proceedings in a manner consistent with our Tikanga. Refer to my statement of Claim 17/94, paragraph 11; and
 - b. The duty of the Crown through it’s agent DMA to perform its functions in a manner that promotes “... **the Well-Being of allMaori...**”. as per S.4 (s.2.d) Maori Affairs Act 1953.
7. The reason for my not wishing to be a Claimant before this Tribunal is because, I did not rely upon any obligations of the Crown as per Te Tiriti O Waitangi 1840, but rather as upon our Tikanga as expressed in my Statement of Claim 17/94, paragraph 6.(a)

“There is a special relationship between the Crown and Maori as expressed by the Crown in the gift of its flag and acknowledged by Maori in the Declaration of the Independence of New Zealand 1835, Lord Normanby’s instructions to Captain Hobson in August 1839 and, the subsequent expressions of that relationship.”

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Waitangi Tribunal

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8. This submission is to offer this matter to the Chief Judge and WAI 3300 Tribunal Members, as a Case Study that encapsulates the Constitutional issues, albeit from my lived experience as Maori, of Ngapuhi.

9. **Documents filed with WAI 3300 at Hearing**

(All documents are attached and numbered 9.A – 9.L)

- A. Statement of Claim 20 June 1994 17/94 High Court, Whangarei
- B. Ex-Parte
 - i. Application for Ex-Parte Injunction 20 June 1994
 - ii. Affidavit in Support of Application for Ex-Parte Interim Injunction 20 June 1994.
Refer to my Statement of Claim, paragraph 27
 - iii. Submissions in Support of Application for Ex-Parte Interim Injunction 20 June 1994.
- C. Interim Judgment of Justice Bruce Robertson, 21 June 1994.
- D. Select Committee
 - i. Letter to Select Committee Social Services 30 April 1993
 - ii. Select Committee Social Services Oral Report 15 June 1993
- E. Local Hui
 - i. “Whitiora Marae” Te Tii Presentation to Ngapuhi by Kaumatua Wiremu (Bill) Heihei and TuAuahiroa Kemp, Ngati Rehia 12 July 1994.
 - ii. “The Honour of The Crown” Presentation at Kaitaia, 1 August 1994 hosted by Kaumatua Simon Snowdon.
- F. Court of Appeal (Sir Robin Cooke presiding, Sir Michael Hardie Boys & Justice Peter Blanchard)
 - i. Submissions by Appellant
 - ii. Affidavit in Support of Submissions, dated 31 May 1995 inclusive of all exhibits referred to in paragraphs 27 (a)-(i), and 28 (a) – (e)
- G. Legal Aid Committee letter dated 7 July 1994, Exhibit J, Affidavit in Support of Submissions in Appeal.
- H. Court of Appeal: Memorandum of Counsel Proposing Consent Order 211/94, signed 3 April 1996.
- I. Court of Appeal: Synopsis of Submissions of Amicus Ian R. Millard with directions for negotiating settlement with the Crown, as well as to rewrite my pleadings;
 - No agreement on amounts owed under the Mortgage, therefore
 - required a solicitor to act (as outside of Amicus’ Brief), therefore
 - Legal Aid was required.
- J. Court of Appeal: Sealed Duplicate Order of Court of Appeal lifting Stay Proceedings 17/94 and Consent Order Lifting Stay of Proceedings 211/94, dated 29 May 1996, Crown Law Office.
- K. Opinion on the Application in Support of Legal Aid - Grant Illingworth, Barrister, dated 19 June 1997.

- L. Whangarei District Council Rates demand dated 20:1:26 for the property which is the subject matter of the case.

Current State

10. I declined the legal Aid grant for the following reasons;
- a. The terms upon which the Legal Aid Committee (LAC) would grant the aid were unacceptable, because the case involved contracts with the Crown, who appointed the LAC, acting as their agents.
 - b. There was (is still) a prima facie conflict of interest. Taking security over my house was a charge which belonged to the Court, rather than a Crown Agent.
 - c. There have been correspondence with the Crown Law Office (CLO) as to whether there can be resolution of the issues in the proceedings, which remain unresolved. Ie
 - i. The amount of the contract price.
 - ii. Proper accounting has not been provided to distinguish between the purchase price and borrowings secured by mortgage.

Conclusion

11. My case is a rudimentary expression of the relationship as expressed by He Whakaputanga O Te Rangatiratanga O Niu Tireni 1835 (He Whakaputanga), and subsequent arrangements entered into eg. Land Claims and Te Tiriti O Waitangi etc.
12. He Whakaputanga is an expression of Maori Common Law, inclusive of my Ngapuhitanga.
13. Te Tiriti O Waitangi is a subsequent expression by the Chieftainship of their Maori Common Law in relation to colonization by the British, who introduced both British Common Law and Statutory Law. The Maori Affairs Act was but one expression of the relationship albeit by one party, who unilaterally legislated it and then unilaterally repealed it.
14. The Statutory provision under the Maori Affairs Act was fundamental to my entering into the Contract.

Kua mutu I konei, mo tenei waa.

Mere Mangu

