OFFICIAL

Wai 898, #1.1.73
Wai 1112, # 1.1

KI MUA I TE ROOPU WHAKAMANA I TE TIRITI O WAITANGI

MO TE TAKE O	Te Ture Tiriti o Waitangi 1975 (kua whakawhitia)
ME	
TE TAKE O	Te Rohe Potae
ME	
TE TAKE O	Te kereme na **MANIHERA WATSON FORBES** mo te iwi me nga hapu o Ngati Hikairo – Te Kawhia Moana, te awa o Oparau, me nga koawaawa me nga moana katoa

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Waitangi Tribunal
27 Aug 2002
Ministry of Justice
WELLINGTON

TAPAETANGA O TE KEREME O NGATI HIKAIRO

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A. TE TURE – JURISDICTION

Te Kaitono

1. **THIS** Statement of Claim is lodged by Manihera Watson Forbes for and on behalf of himself ("the Claimant") and Ngati Hikairo and for the benefit of the members of representative hapu and marae of Ngati Hikairo.

2. **THE** Claimant makes this claim for the benefit of the members of representative hapu and marae of Ngati Hikairo to the extent that they choose to support this claim.

Te Kereme

3. **THIS** claim relates to the Kawhia harbour, the Oparau and all other rivers of the Kawhia region, and the Kawhia lakes.

4. **THE** Claimant says that he, and Ngati Hikairo, are or are likely to be prejudicially affected by the Ordinances, Acts, Regulations, Proclamations, Notices and other Statutory Instruments, and the policies, practices, acts or omissions of the Crown, the particulars of which are set out in this Statement of Claim.

5. **THE** Claimant further claims that all of the Acts, Regulations, Orders, policies, practices 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.

6. **THE** Claimant alleges specific breaches by the Crown of the Treaty of Waitangi, including its terms and principles, and Te Rohe Potae Sacred Compact ("the Compact"). The Compact was a series of agreements entered into between the various chiefs of Ngati Hikairo, Ngati Maniapoto, Ngati Raukawa, Ngati Tuwharetoa, and the Whanganui tribes and the Crown during 1882 and 1883.

7. **NGATI HIKAIRO** has held, before and after 1840, and continues to hold, interests and rights within the wider Kawhia region including the Kawhia harbour, the Kawhia lakes, and the Oparau and other Kawhia rivers.

8. **THE** Claimant acknowledges that other iwi of Te Rohe Potae and kindred Waikato-Tainui tribal groups claim and hold interests and associations with the Kawhia harbour, the Kawhia lakes, and the Oparau and other rivers of the Kawhia region. For the avoidance of doubt the claimant does not purport to claim on behalf of any other iwi but Ngati Hikairo and this claim does not affect any claims that other tribal groups of Kawhia and Te Rohe potae may have.

9. **THIS** claim may be known as the "Ngati Hikairo - Kawhia harbour, rivers, and lakes, and Oparau river customary interests claim".

B. BACKGROUND

Kawhia Moana – Te Tupuna Moana

10. **THE** Kawhia harbour is a tupuna moana of the Claimant, his iwi Ngati Hikairo, his hapu, his whanau, and his marae.

11. **THE** Kawhia harbour is an undivided entity or single whole that cannot be divided into coastlines and foreshores, adjacent lands, springs, banks, beds, waters and lakes or swamps. The Kawhia harbour includes all of the seabed, bed, adjacent lands, coastlines and foreshores, rivers, riverbeds and riverbanks, waters, flora, fauna (including fisheries), minerals, and resources within its streams, tributaries, swamps, springs and catchments.

12. **THE** Kawhia harbour has provided, and continues to provide, a spiritual essence, a life force to the members of Ngati Hikairo and its hapu and marae, and to other tribal groups of Kawhia, and to numerous taniwha, ika and ngarara who inhabit Kawhia Habour.

13. **NGATI HIKAIRO** has exercised tino rangatiratanga and have held mana within the region of the Kawhia harbour since time immemorial and consider that the Kawhia harbour is a taonga tuku iho.

14. **NGATI HIKAIRO** has, since time immemorial, held, and continues to hold and assert, customary rights and interests in, and associations with, the Kawhia harbour. Such interests can practically be equated with the legal notion of ownership, although Ngati Hikairo belongs to the Moana as much as the Moana belongs to the tribe. As in the statement,

"He mokopuna au na te Moana, na te Moana hoki au".

15. **SINCE** time immemorial the Kawhia harbour has provided sustenance, food and material resources to Ngati Hikairo of Kawhia, including:

(a) ika, koura, tuna and other fisheries;

(b) pipi, cockles, kutai and other shellfisheries;

(c) building, weaving, rongoa and other customary materials;

(d) drinking and healing waters.

16. **THIS** is expressed in the pepeha,

" Kawhia Moana, Kawhia Kai, Kawhia Tangata".

17. **NGATI HIKAIRO** has held, since time immemorial, and continues to hold responsibilities as tangata whenua and/or kaitiaki for the maintenance of the well-being, both physically and spiritually, of the Kawhia harbour.

18. **THE** Kawhia harbour has provided the members of Ngati Hikairo, its hapu and marae, and other tribes of Kawhia, with a vital means of transport.

19. **THE** Claimant acknowledges that other tribal groups, hapu, and marae of Kawhia and Te Rohe Potae also assert, claim, and hold interests and associations with the Kawhia harbour.

Kawhia Lakes – Te Toto Oranga o Kawhia

20. **THE** Kawhia lakes are of great significance to the Claimant and Ngati Hikairo.

21. **THE** Kawhia lakes are an undivided entity or single whole that cannot be divided into adjacent lands and catchments, springs, pools, banks, beds, and waters. The Kawhia lakes include all of the adjacent lands and catchments, beds, and foreshores, streams, rivers, tributaries, riverbeds, riverbanks, springs, waters, swamps, flora, fauna (including fisheries), minerals, and resources.

22. **THE** Kawhia lakes are the principal reason the Tainui people settled on the Western side of Kawhia Harbour. The abundance of good clean water provided by the springs of Kawhia fed its many lakes and swamps providing both food and drink. As in the statement,

"Kawhiawhia nga puna, e kore e mimiti".

23. **THE** Kawhia lakes have provided a spiritual life force and sustenance to the members of Ngati Hikairo and its hapu and marae, and to other tribes of Tainui, since their arrival in Aotearoa.

24. **NGATI HIKAIRO** has exercised tino rangatiratanga and mana within the region of the Kawhia lakes since time immemorial and consider that the Kawhia lakes are a taonga tuku iho.

25. **NGATI HIKAIRO** has, since time immemorial, held, and continues to assert or hold, customary rights and interests in, and associations with, the Kawhia lakes. Such interests can practically be equated with the legal notion of ownership, although Ngati Hikairo belongs to the lakes as much as the lakes belong to the tribe.

26. **SINCE** time immemorial, the Kawhia lakes have provided sustenance, food and material resources to Ngati Hikairo including:

(a) ika, tuna and other fisheries;
(b) fowl of various species;
(c) building, weaving, and other customary materials; and
(d) healing waters.

27. **NGATI HIKAIRO** has held, since time immemorial, and continues to hold responsibilities as tangata whenua and/or kaitiaki for the maintenance of the well being, both physically and spiritually, of the Kawhia Lakes.

28. **THE** Claimant acknowledges that other tribal groups, hapu, and marae of Kawhia and Te Rohe Potae also assert, claim, and hold interests and associations with the Kawhia lakes.

Oparau – Te Tupuna Awa

29. **ALL** rivers that flow into the Kawhia harbour have significance to the Claimant and Ngati Hikairo and its hapu and marae, and to other tribes of Kawhia.

30. **THE** rivers of the Kawhia region, are each an undivided entity or single whole that cannot be divided into adjacent lands or catchments, banks, beds, and waters. The Oparau, and other Kawhia rivers, include all of the adjacent lands and catchments, riverbeds and riverbanks, waters, flora, fauna (including fisheries), minerals, and resources within its streams, tributaries, swamps, and catchments.

31. **THIS** claim applies to all of the rivers of Kawhia. However, the Oparau river has a special status.

32. **THE** Oparau river is a tupuna awa of the Claimant and Ngati Hikairo and its hapu and marae.

33. **THE** Oparau river has special status because it flows off our sacred maunga Pirongia and is in the stories of our tupuna about our earliest settlements on the maunga - the river with many marae.

34. **THE** Oparau river is the home of the Kawhia harbour's guardian taniwha and as such is regarded as the protector of all rivers that flow into the Kawhia harbour.

35. **THE** Oparau river has provided, and provides, a spiritual life force to the members of Ngati Hikairo and its hapu and marae, and to other tribes of Kawhia and Te Rohe Potae, and to numerous taniwha and ngarara.

36. **NGATI HIKAIRO** has exercised tino rangatiratanga and mana within the Kawhia region relating to the Oparau and other Kawhia rivers since time immemorial and consider that the Oparau, and all Kawhia rivers, are a taonga tuku iho.

37. **NGATI HIKAIRO** has, since time immemorial, held, and continues to assert or hold, customary rights and interests in, and associations with, the Oparau river and other rivers of the Kawhia region. Such interests can practically be equated with the legal notion of ownership, although Ngati Hikairo belongs to the rivers as much as the rivers belong to the tribe.

38. **SINCE** time immemorial, the Oparau, and other rivers of the Kawhia region, have provided sustenance, food and material resources to Ngati Hikairo, and to other tribes of Kawhia, including:

(a) koura, tuna and other fisheries;
(b) kaoeo, ngupara and other shellfisheries;
(c) rongoa;
(d) building, weaving, and other customary materials;
(e) drinking and healing waters.

39. **NGATI HIKAIRO** has held, since time immemorial, and continues to hold responsibilities as tangata whenua and/or kaitiaki for the maintenance of the well being, both physically and spiritually, of the Oparau river and all rivers that flow into the Kawhia harbour.

40. **THE** Oparau, and other rivers of Kawhia, have provided Ngati Hikairo and its hapu and marae with vital means of transport.

41. **THE** Claimant acknowledges that other tribal groups, hapu, and marae of Kawhia and Te Rohe Potae also assert, claim, and hold interests and associations with the Kawhia rivers.

C. NGA HARA O TE KARAUNA - CROWN TREATY BREACHES

Failure to Protect the Physical and spiritual Health of the Kawhia harbour, the Kawhia lakes, and the Oparau and other Rivers that flow into Kawhia harbour.

42. **THE** Crown has failed to protect and respect the spiritual health, mauri, wairua, or life force of the Kawhia harbour, the Kawhia lakes, and the Oparau and other Kawhia rivers.

43. **THE** Crown has failed to protect, provide for, respect, or recognise the exercise of the necessary customs to protect, respect, and keep in balance the spiritual health of the Kawhia harbour, the Kawhia lakes, and the Oparau and other Kawhia rivers.

44. **THE** Crown has, both directly or indirectly, caused, permitted or allowed the degradation of the spiritual and physical health of the Kawhia harbour, the Kawhia lakes, and the Oparau and other Kawhia rivers through:

(a) Pollution by sewage, farming effluent, rubbish dumping, pesticides and herbicides, heavy metals, and other harmful contaminants;
(b) Erosion and siltation;
(c) Infestation by exotic fish, aquatic plant life, and other noxious flora and fauna;
(d) Over-exploitation of fisheries and other resources by private and commercial interests,
(e) Obliteration of significant customary resources, such as tuna, kai-inanga, pipi and the harbour fishery habitat, the forest mahinga-kai and natural resources for building and weaving, swamp ecosystems for food and medicine.

45. **THE** Crown has directly or indirectly caused, permitted or allowed many of the Kawhia lakes to be drained and this has degraded their spiritual and physical health.

46. **THE** Crown has directly or indirectly, caused, permitted or allowed the degradation of the spiritual and physical health of the Oparau, and other Kawhia rivers, through:

(a) Water extraction for irrigation and other uses; and

(b) Gravel extraction or the mining or collection of other minerals or resources.

47. **THE** Crown has failed and/or refused to adequately remedy the degradation of, or impairment to, the spiritual and physical degradation of the Kawhia harbour, the Kawhia lakes, and the Oparau and other Kawhia rivers.

48. **THE** Crown has failed to adequately protect the taniwha and ngarara of the Kawhia harbour, the Kawhia lakes, and the Oparau and other Kawhia rivers.

49. **THE** Crown has caused, contributed to, failed to remedy or mitigate, or failed to monitor or investigate, the adverse affects upon the physical health of the members of Ngati Hikairo and its hapu and marae through the consumption of tuna containing dioxins, herbicides, pesticides, heavy metals, and other harmful contaminants caught from the Kawhia harbour, the Kawhia lakes, and the Oparau and other Kawhia rivers.

Failure to Provide for Tangata Whenua Ownership and guardianship in the preservation of the Kawhia harbour, the Kawhia lakes, and the Oparau river and all rivers that flow into Kawhia harbour.

50. **THE** Crown has failed to recognise, protect, and provide for the customary rights, interests and associations of the members of Ngati Hikairo and its hapu

and marae to the Kawhia harbour, the Kawhia lakes, and the Oparau and other Kawhia rivers by enacting s14 of the Coal-mines Act Amendment Act 1903 and its antecedents (including s354(1)(c) of the Resource Management Act 1991) and by other specific legislation.

51. **THE** Crown has also failed to recognise, protect, and provide for the customary rights, interests, and associations of the members of Ngati Hikairo and its hapu and marae to the Kawhia harbour, the Kawhia lakes, and the Oparau and other Kawhia rivers, by applying the *ad medium filum aquae* common law rule and/or failing to remedy any prejudice caused by the application of that common law rule.

52. **THE** Crown has failed to adequately protect Ngati Hikairo interests, and the interests held by other hapu of the Kawhia region, in their tribal lands in the Kawhia harbour, the Kawhia lakes, and the Oparau and other Kawhia rivers through the:

(a) Failure to affirm that the transactions between rangatira of Ngati Hikairo, and of other Kawhia hapu, and European settlers were conducted in accordance with tikanga Maori prior to the signing of the Treaty of Waitangi;

(b) Failure to protect the interests of Ngati Hikairo in the process leading to the making of Crown Grants over land in Kawhia harbour;

(c) Building of roads into the Kawhia harbour, and the erection of harbour beacons and a port township on tribal lands without first gaining consent of Ngati Hikairo and the hapu of Kawhia; and,

(d) Military occupation of lands in Kawhia harbour, around 1883, without first gaining the consent of Ngati Hikairo and the hapu of Kawhia.

53. **THE** Crown has failed to properly recognise, protect, and provide for the ownership of the members of Ngati Hikairo and its hapu and marae of the waters of the Kawhia harbour, the Kawhia lakes, and the Oparau and other Kawhia rivers.

54. **THE** Crown has failed to properly recognise, protect, and provide for the ownership of the members of Ngati Hikairo and its hapu and marae of the material and other resources of the Kawhia harbour, the Kawhia lakes, and the Oparau and other Kawhia rivers.

55. **THE** Crown has failed to protect the interests of the members of Ngati Hikairo and its hapu and marae by the compulsory taking of land on the banks of, and in the vicinity of, the Kawhia harbour, the Kawhia lakes, and the Oparau and other Kawhia rivers for reserves, and other 'public purposes'.

56. **THE** Crown has failed to adequately recognise and protect the wahi tapu of the members of Ngati Hikairo and its hapu and marae in and around the Kawhia harbour, the Kawhia lakes, and the Oparau and other Kawhia rivers.

57. **THE** Crown has, through its various Native Land Acts and their successors caused and permitted the taking, fragmentation and individualisation of communal tribal titles to the lands of the Kawhia harbour, the Kawhia lakes, and the Oparau and other Kawhia rivers.

58. **THE** Crown has permitted or allowed the taking of gravel and other resources from the Oparau and other Kawhia rivers, without due regard for the customary rights, interests, and associations of the members of Ngati Hikairo and its hapu and marae nor with the proper consent of such persons.

Failure to Provide for Rangatiratanga and Kaitiakitanga over the Kawhia harbour, Kawhia lakes, and Oparau and other Kawhia rivers

59. **THE** Crown has through various statutes, policies, practices, and other instrumentalities, including in particular the Resource Management Act 1991, expropriated, without consent, te tino rangatiratanga and management rights over the Kawhia harbour, the Kawhia lakes, and the Oparau and other Kawhia rivers from Ngati Hikairo and its hapu and marae, and in doing so has failed to adequately provide for or recognise their role as kaitiaki over them.

60. **THE** Crown has failed to adequately recognise, respect, or provide for the right of the members of Ngati Hikairo and its hapu and marae to development relating to the Kawhia harbour, the Kawhia lakes, and the Oparau and other Kawhia rivers.

The Crown has failed to Protect the Access of Ngati Hikairo and its hapu and marae to customary non-commercial fisheries and resources of the Kawhia harbour, the Kawhia lakes, and the Oparau and other Kawhia rivers

61. **THE** Crown has denied the members of Ngati Hikairo and its hapu and marae proper access to their customary non-commercial fisheries, the proper exercise of their fishing rights and the use of their customary foods of the Kawhia harbour, the Kawhia lakes, and the Oparau and other Kawhia rivers. In particular, the Crown has failed to protect the access of the members of nga marae o Ngati Hikairo to tuna, and to the fresh water and harbour fishery as guaranteed by the Treaty of Waitangi.

62. **THE** Crown has denied, and/or inhibited, the members of Ngati Hikairo and its hapu and marae from proper access to and use of their customary material resources within the Kawhia harbour, the Kawhia lakes, and the Oparau and other Kawhia rivers.

Failure to Protect Navigation

63. **THE** Crown has not properly provided for nor protected the rights of Ngati Hikairo and its hapu and marae over navigation and rights to use the Oparau river and all rivers that flow into Kawhia harbour for navigation.

D. SPECIFIC FAILURE TO PROTECT AND PROVIDE FOR CUSTOMARY TUNA FISHERY

64. **THE** Claimant alleges that the Crown has failed to adequately protect and provide for the exercise of customary Maori fishing and the Maori customary tuna fisheries in the Oparau and other Kawhia rivers.

65. **THE** Claimant and Ngati Hikairo possess customary fishing rights in respect of the tuna fishery in the Oparau and other Kawhia rivers.

66. **THE** obligations of the Crown under the Treaty of Waitangi in respect of non-commercial tuna fishery in the Kawhia rivers are expressly recognised pursuant to s10 of the Treaty of Waitangi (Fisheries Claims) Act 1992.

67. **IN** particular the Claimant alleges that:

(a) the Crown intends to enter tuna as a 4th schedule species into a commercial management environment ("the QMS") in the near future;

(b) the Crown is currently in the process of actively promoting the entry of tuna into QMS;

(c) the Crown is likely to designate some, or all of, the Kawhia rivers as Quota Management Areas ("the QMA") for which commercial tuna fishing rights will be allocated;

(d) the tuna fishery in the Oparau and other Kawhia rivers has been chronically depleted and is generally in a state of extreme stress;

(e) priority should be given to re-establishing the non-commercial tuna fishery in the Oparau and other Kawhia rivers before any are included in any QMA for the commercial catch of tuna; and,

(f) to the extent that it is necessary to include any Kawhia river in a QMA for the purpose of introduction of tuna into the QMS, appropriate

provision should be made by the Crown to give priority to and protect the non-commercial customary rights and interests of the Claimant and Ngati Hikairo in their tuna fishery.

E. TE MAMAE - THE PREJUDICE

68. **THE** physical and spiritual degradation of the Kawhia harbour, the Kawhia lakes, and the Oparau and other Kawhia rivers, which the Crown has caused, contributed to, or failed to remedy or mitigate, has in turn adversely affected the physical and spiritual health and well-being of the members of Ngati Hikairo and its hapu, marae and whanau.

69. **AS** a consequence of the Crown's legislation, its actions, omissions, practices and policies set out in this Statement of Claim the Claimant and the members Ngati Hikairo and its hapu and marae have suffered and continue to suffer numerous prejudicial effects including:

(a) The loss of their ownership rights in the bed of the Kawhia lakes, rights in the bed of the Oparau river and all rivers that flow into Kawhia harbour;

(b) The loss of, or lack of provision for, their proprietary rights in the waters of the Kawhia harbour, Kawhia lakes, Oparau river and all rivers that flow into Kawhia harbour;

(c) The reduction, to the point of near extinction, of their customary harbour and fresh water fisheries;

(d) The proposed introduction of tuna fisheries into the QMS without either:

(i) excluding the Kawhia rivers from the QMA that are to be established upon the introduction of tuna into QMS; or,

(ii) implementing appropriate measures, designed to protect and prioritise Maori non-commercial customary rights and interests

in the tuna fisheries of the Kawhia rivers, in conjunction with the introduction of the tuna fisheries into QMS.

(e) The build-up within their fishery of dioxins, herbicides, pesticides, heavy metals, and other harmful contaminants;

(f) The degradation of the spiritual force of their tupuna Kawhia moana, tupuna Kawhia lakes and tupuna awa Te Oparau;

(g) The loss of their fresh water supplies, nga puna wai Maori (freshwater springs);

(h) The loss of their swamps, mahinga-kai and weaving resources through drainage and other methods;

(i) The loss of mana;

(j) The loss of certain taniwha and ngarara;

(k) The loss of, or impairment to, their management control and tino rangatiratanga over the Kawhia harbour, the Kawhia lakes, over the Oparau river and all rivers that flow into Kawhia harbour;

(l) The damage to and reduction of the ability to carry out their duties, obligations, and functions as kaitiaki;

(m) The damage and reduction of their ability to properly host manuwhiri with provisions of mahinga kai, mahinga tuna and other material gifts from the Kawhia harbour, the Kawhia lakes, and from the Oparau river and from all rivers that flow into Kawhia harbour;

(n) The loss or reduction of their fisheries, material resources, and flora and fauna of the Kawhia harbour, the Kawhia lakes, from the Oparau river and from all rivers that flow into Kawhia harbour;

(o) The loss of water purity and the general physical degradation of the Kawhia harbour, the Kawhia lakes, and the Oparau river andother Kawhia rivers and eutrophication of parts of the Kawhia harbour and Oparau river and to rivers that flow into Kawhia harbour;

(p) The degradation of their spiritual and physical health;

(q) The loss of knowledge and understanding of their customs, tikanga, ture, kawa, reo Maori, traditions, whakapapa, role as kaitiaki, and customary practices relating to the Kawhia harbour, the Kawhia lakes, and the Oparau and other Kawhia rivers;

(r) The loss and destruction, both wholly and partly, of their wahi tapu;

(s) The loss of their economic interests in and rights to develop the Kawhia harbour, the Kawhia lakes, and the Oparau and other Kawhia rivers;

(t) The loss of tribal lands along, and including, the banks of the Oparau river and all the banks of rivers that flow into the Kawhia harbour, and the foreshores of the Kawhia lakes;

(u) Their experience of anxiety, hurt, stress and trouble; and,

(v) The gross offence to their customary right, title, mana, ihi and wehi.

70. **ACCORDINGLY** the members of the Ngati Hikairo and its hapu and marae have held for many generations, a strong sense of grievance against the Crown.

71. **FURTHERMORE** the members of Ngati Hikairo and its hapu and marae hold, and have held for many generations, a perception that:

(a) The Crown has not acted in good faith;

(b) The Crown has not properly protected their customary rights and interests in, and associations with, the Kawhia harbour, the Kawhia lakes, and the Oparau and other Kawhia rivers;

(c) The Crown has not properly protected their customary rights and interests in, and associations with, ancestral and traditional customary fishing grounds associated with the Kawhia harbour, the Kawhia lakes, and the Oparau river and all rivers that flow into the Kawhia harbour; and,

(d) The Crown has not kept to its solemn undertakings under the Treaty of Waitangi and Te Rohe Potae Sacred Compact.

F. TE UTU - THE RELIEF

72. **THE** Claimant seeks recommendations to remove, alleviate, or mitigate the prejudice inflicted upon and experienced by Ngati Hikairo and its hapu and marae and accordingly requests recommendations from the Waitangi Tribunal that the Crown:

(a) Provides a full and comprehensive public apology for the actions and omissions regarding the Kawhia harbour, the Kawhia lakes, and the Oparau and other Kawhia rivers and associated traditional customary fishing grounds that were in breach of the articles and principles of the Treaty of Waitangi and the spirit of Te Rohe Potae Sacred Compact;

(b) Works with Ngati Hikairo, and its hapu and marae, to institute, monitor, and regulate a programme for the physical and spiritual recovery of the Kawhia harbour, the Kawhia lakes, and the Oparau river and all rivers that flow into the Kawhia harbour;

(c) Provides for and works with the Claimant and Ngati Hikairo hapu and marae to institute, monitor, and regulate a programme for the protection, growth, and recovery of the customary tuna population in the Kawhia harbour, the Kawhia lakes, and the Oparau river and all rivers that flow into the Kawhia harbour;

(d) Protects, in full, the customary non-commercial fishing rights of the members of Ngati Hikairo and and its hapu and marae relating to the tuna of the Kawhia harbour, the Kawhia lakes, and the Oparau river and all rivers that flow into the Kawhia harbour and their associated traditional customary fishing grounds;

(e) Protects, in full, the customary rights of the members of Ngati Hikairo and its hapu and marae to gather, extract, or collect foods, rongoa, and

all customary materials and resources of the Kawhia harbour, the Kawhia lakes, and the Oparau river and all rivers that flow into the Kawhia harbour;

(f) Returns all land owned by the Crown within and around the Kawhia harbour, the Kawhia lakes, and the Oparau river and all rivers that flow into the Kawhia harbour and any improvements thereon including reserved and conservation land to the members of Ngati Hikairo and its hapu, marae, and whanau;

(g) Pursuant to s 8A-8H of the Treaty of Waitangi Act 1975, returns to Ngati Hikairo and its hapu and marae any memorialised land in the Kawhia region including:

(i) Lands held in Crown title;
(ii) Land held by any State Owned Enterprise;
(iii) Land held by any institution under the Education Act 1989; and,
(iv) Land vested under the New Zealand Railway Corporation Restructuring Act 1990 or any interest in any such land and together with improvements thereon;

(h) Pursuant to s 8HA-8HH of the Treaty of Waitangi Act 1975, returns to Ngati Hikairo and its hapu and marae any Crown Forest land in the Kawhia region and the payment of compensation under the Crown Forest Assets Act 1989;

(i) Enacts legislation to recognise and provide for or confirm the ownership by Ngati Hikairo and its hapu and marae of the Kawhia harbour, the Kawhia lakes, and the Oparau river and all rivers that flow into the Kawhia harbour, including their waters;

(j) Compensates Ngati Hikairo and its hapu and marae for the prejudicial effects as a result of the Crown's legislation, acts, omissions, policies and practices as identified in this Statement of Claim;

(k) Makes provision for the participation of representatives of Ngati Hikairo and its hapu and marae on all statutory boards, local and regional authorities, authorities, agencies, companies and other Crown and quasi-Crown organisations, Government bodies, agencies, and departments that function within, or with regard to, the Kawhia harbour, the Kawhia lakes, and the Oparau river and all rivers that flow into the Kawhia harbour and its fisheries and other resources;

(l) Provides statutory, regulatory and other appropriate mechanisms and resources to enable iwi self regulation, management, and governance for Ngati Hikairo and its hapu and marae relating to the Kawhia harbour, the Kawhia lakes, and the Oparau river and all rivers that flow into the Kawhia harbour and its fisheries and other resources;

(m) Prior to or at the time of the introduction of the tuna fishery into the QMS guarantees to the Claimant and Ngati Hikairo, and its hapu and marae, exclusive customary fishing rights over the Oparau and other Kawhia rivers and either:

(i) Excludes the Oparau and the other Kawhia rivers from the QMA that are established upon the introduction of tuna into QMS; or

(ii) Implements and provides for appropriate measures, designed to protect and prioritise Maori non-commercial customary rights and interests in the tuna fisheries of the Oparau and other Kawhia rivers, in conjunction with the introduction of the tuna fisheries into QMS;

(n) Pays the full costs of the Claimant and Ngati Hikairo and its hapu and marae for the preparation and presentation of this claim and the costs of recovering any land recommended to be returned or other costs incurred in securing the implementation of Tribunal recommendations; and,

(o) Any further relief the Tribunal deems appropriate.

73. **THE** Claimant seeks the leave of the Tribunal to amend this Statement of Claim in the light of further research, evidence and submissions and specifically in view of any decision that may be handed down in the *Ngati Apa v Attorney-General* proceedings (known as the "Marlborough Sounds foreshore and seabed case", CA 173/01).

SIGNED by the Claimant, **MANIHERA WATSON FORBES** for and on behalf of himself and **NGATI HIKAIRO**

AND FOR the benefit of the hapu, marae, and all members of **NGATI HIKAIRO**.

DATED this 16th day of August 2002 in Te Rohe Potae.

Manihera Forbes

MANIHERA WATSON FORBES

AND SIGNED with the support of the Executive Members of **TE RUNANGANUI O NGATI HIKAIRO**

MANAOTERANGI ERNEST FORBES

This Statement of Claim is filed by LAYNE ROSS HARVEY, solicitor for the Claimant, of the firm of Walters Williams & Co.

The address for service on the Claimant is at the offices of Walters Williams & Co, Solicitors, Level 1, Windsor Court, 128-136 Parnell Road, Parnell, Auckland.

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

(a) Posted to the solicitor at Walters Williams & Co, PO Box 37 661, Parnell, Auckland; or

(b) Left for the solicitor at a document exchange for direction to Walters Williams & Co, DX CP 31 534, Auckland; or

(c) Transmitted to the solicitor by facsimile to Facsimile No. (09) 307 4301.