OFFICIAL

IN THE WAITANGI TRIBUNAL

WAI 1824

IN THE MATTER	of the Treaty of Waitangi Act 1975
AND	
IN THE MATTER	of the Te Rohe Potae District Inquiry
AND	
IN THE MATTER	of a claim by Glennis Ngawai Rawiri on behalf of herself and her whanau (Wai 1824)

AMENDED STATEMENT OF CLAIM

Dated this 9th day of December 2011

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MAY IT PLEASE THE TRIBUNAL

THE CLAIMANTS

1. This Statement of Claim is made on behalf of Glennis Ngawai Rawiri for herself and her whanau ("the claimants") and relates to the claimants interests in the Rohe Potae District Inquiry.

2. The claimants are of Māori descent. The claimants trace their descent from various ancestors. These ancestors include:

    a. Manganui Ngāmo;

    b. Parekarau Ngāmo;

    c. Ngawai Ngāmo;

    d. Paki Herangi Mākānga Rowe;

    e. Ngamako Te Arani Taipouri; and

    f. Hinewai Ngāmo.

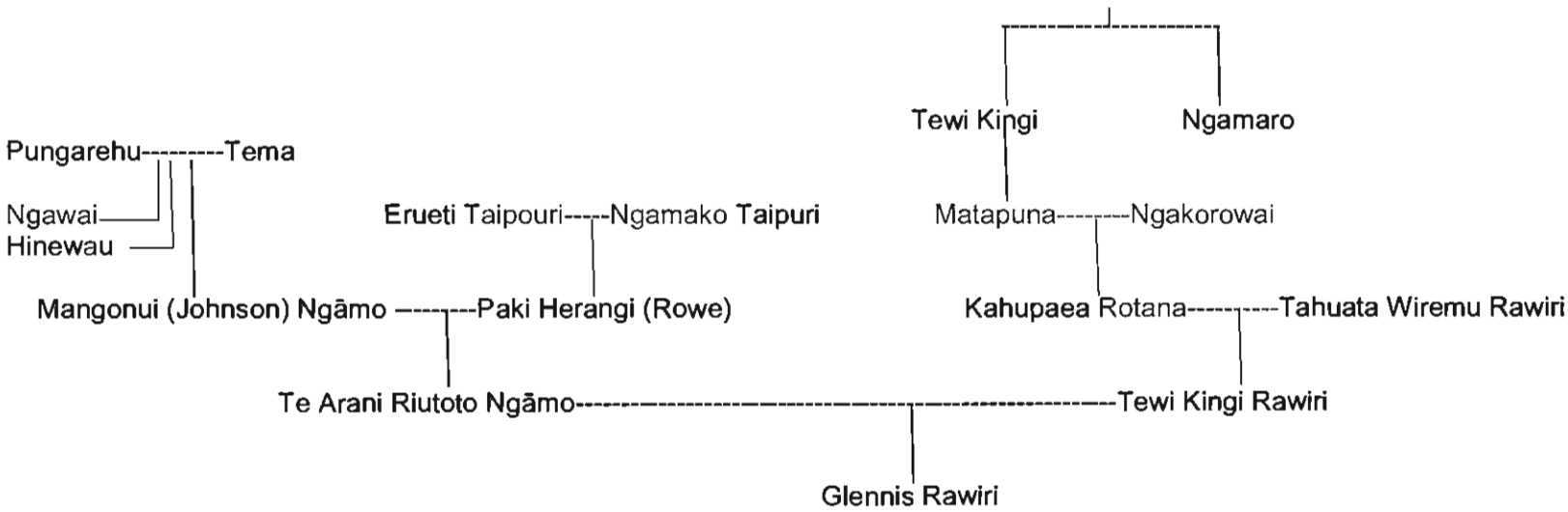
3. The claimants iwi affiliations include the following:

    a. Ngāti Tamainupo;

    b. Ngāti Wairere; and

    c. Ngāti Maniapoto.

4. Part of the whakapapa for the claimants is as follows:



5. The claimants tupuna exercised mana and rangatiratanga over their ancestral lands. No other hapu could speak or make decisions for the claimants' tupuna without first being authorised by them to do so.

6. The claimants tupuna operated their affairs independently from other hapu in accordance with tikanga and occupied the lands within their rohe.

7. The claimants also occupied certain lands in common with other iwi, hapu and whanau.

CLAIM AREA / ROHE

8. The claimants claim area, occupied by the claimants tipuna, was extensive and reached throughout the inquiry district, including in the following land blocks:[1]

    a. Puketarata;

    b. Pukenui;

    c. Rangitoto A;

    d. Turoto;

    e. Tokanui;

    f. Waikeria;

9. The claimants have interests in common with other iwi and hapu.

[1] Claimant Evidence

TE TIRITI O WAITANGI

10. By te Tiriti the Crown:

    a. confirmed and guaranteed to the claimants as a collective group of whanau and hapu, the full exclusive and undisturbed authority and tino rangatiratanga for the protection and recognition of their:

        I. customs;

        II. lands;

        III. estates;

        IV. fisheries; and

        V. taonga (including cultural taonga).

    b. promised, inter alia, to avoid adverse effects for Māori, ensure the performance of the guarantees referred to above; and

    c. extend to the claimants royal protection and imparted to them all the rights and privileges of British subjects.[2]

11. By te Tiriti, the claimants:

    a. agreed with the Crown that others might enter Aotearoa and live and be supported there, subject to the full protection of the claimants in terms of te Tiriti; and

    b. agreed to the exercise by the Crown of governance.

12. By the guarantees given to it in te Tiriti, the Crown is under a continuing obligation to:

[2] Te Tiriti o Waitangi, Article I, II and III

a. actively recognise, protect and assure the exercise by the claimants of tino rangatiratanga and kaitiakitanga in respect of all lands, resources and other taonga (including cultural taonga) of the claimants;

b. actively recognise and protect the claimants land, resources and other taonga (including cultural taonga) from the exercise of external authority, exploitation and damage by others, inconsistently with the authority guaranteed to the claimants by te Tiriti;

c. act in good faith when dealing with the claimants or the claimants land, resources and other taonga (including cultural taonga); and

d. ensure that the impact upon the claimants of government action and regulation is consistent with the terms and principles of te Tiriti.

PRINCIPLES OF TE TIRITI

13. The Crown had and continues to have duties to recognise and actively protect Māori rights and interests under te Tiriti and its principles.[3]

14. As a consequence of the Crown's duties, the Crown was and is required to:

    a. Ensure the claimants retain their lands, estates, forests, fisheries, other properties and taonga so long as it is the desire of the claimants to do so;[4]

    b. Recognise and protect the lore, customs, cultural and spiritual heritage of the claimants;[5]

[3] The Waitangi Tribunal Orakei Report, p 149
[4] *New Zealand Māori Council v Attorney General* [1994] 1 NZLR 513, 517 (PC), The Waitangi Tribunal Orakei Report, p 134

c. Recognise and protect the claimants tino rangatiratanga;[6]

d. Ensure the claimants exercise tino rangatiratanga, including the right to possess, manage and control all of their property, resources and social structures in accordance with the claimants' lore, cultural preferences and customs;[7]

e. Ensure the claimants were provided with the means to develop, exploit and manage their resources in a manner consistent with the claimants' cultural preferences;[8] and

f. Ensure that the impact upon the claimants of government action and regulation is consistent with te Tiriti and its principles and actively protects Māori and, in particular, the claimants' rangatiratanga, customs, lore and properties.[9]

15. The principles of te Tiriti include its terms.

DUTIES

16. At all times the Crown had duties to:

a. Honour te Tiriti as the document acknowledged, agreed to, and signed by Rangatira, particularly with regard to the retention of tino rangatiratanga.

b. Recognise and actively protect Māori rights and interests under te Tiriti and the Treaty and their principles.

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[5] The Waitangi Tribunal Orakei Report, p 135
[6] Ibid, p 149
[7] The Waitangi Tribunal Motunui-Waitara Report, 2 ed., 1989, p 51; The Waitangi Tribunal Manukau Report, p 67; The Waitangi Tribunal Ngai Tahu Report, p 233; The Waitangi Tribunal Orakei Report, p 134
[8] The Waitangi Tribunal Motunui-Waitara Report, 2 ed., 1989, p 51; The Waitangi Tribunal Muriwhenua Fishing Report, p 194
[9] The Waitangi Tribunal Orakei Report, p 149

c. Ensure the claimants retain their lands, estates, forests, fisheries, other properties and taonga so long as it is their desire to do so.

d. Ensure that its practices, policies and legislation permitted the claimants to develop their land as they saw fit.

e. Ensure that the claimants were left with a sufficient land base and resources for their social, cultural and economic needs both for customary purposes and to develop in the new economy.

f. Recognise and actively protect the lore, customs, cultural and spiritual heritage of the claimants.

g. Recognise and actively protect the tino rangatiratanga of the claimants.

h. Consult with them and obtain consent for measures which might affect or diminish their rangatiratanga and autonomy (such as the introduction of the Native Land Court, Local Government and public works regimes).

i. Provide the claimants with opportunities to exercise tino rangatiratanga, including the right to possess, manage, control and use all of their property and resources in accordance with the claimants' lore, law, cultural preferences and customs.

j. Ensure the claimants were provided with the means to develop, exploit and manage their resources in a manner consistent with the claimants' cultural preferences.

k. Ensure that the impact upon the claimants of Government action and regulation was and remains consistent with te Tiriti and the Treaty and their principles.

l. Consult with the claimants over any survey and rating regime, and obtain their consent to the same.

m. Actively protect the claimants and their lands and resources to the fullest extent practicable.

n. Act honourably, reasonably and with the utmost good faith towards the claimants.

o. Provide good governance and equality of treatment, including between Māori and settler communities.

p. Extend to the claimants all the rights and privileges of British Subjects and maintain the equality and completeness of their access to these rights and privileges.

q. Adopt a fair process in any dealings with the claimants and their lands and resources.

r. Ensure that it did not divest itself of its te Tiriti obligations by conferring an inconsistent jurisdiction on local authorities.

s. Act in accordance with the principle of partnership under te Tiriti.

t. Ensure that the claimants were provided with the same economic development and sustainability opportunities as British citizens.

u. Provide the claimants with a form of community title more reflective of customary rights which recognised tribal and communal land rights, to which individual rights were subordinate.

v. Ensure that the claimants were able to decide their own land entitlements according to their own lore, laws and tikanga.

THE CLAIM

17. The Crown in breach of te Tiriti:

    a. Failed to protect the claimants' lands, forests, fisheries, other properties and taonga;

    b. Failed to ensure that the claimants retained sufficient lands for their present and future needs; and

    c. Subjected the claimants to the loss of control and management of their lands, estates, forests, fisheries, other properties and taonga.

18. The Crown, in breach of its te Tiriti obligations, consistently and repeatedly failed to:

    a. Ensure that the claimants retained their lands, estates, forests, fisheries, other properties and taonga so long as they wished to do so;

    b. Recognise and protect the lore, customs, and cultural and spiritual heritage of the claimants;

    c. Recognise and protect the claimants tino rangatiratanga;

    d. Ensure the claimants exercise tino rangatiratanga, including the right to possess, manage and control all of their property, resources and social structures in accordance with the claimants lore, cultural preferences and customs;

e. Ensure the claimants were provided with the means to develop, exploit and manage their resources in a manner consistent with the claimants' cultural preferences;

f. Ensure that the impact upon the claimants of government action and regulation was and is consistent with te Tiriti and its principles and actively protects Māori and in particular the claimants rangatiratanga, customs, lore and properties; and

g. Ensure the claimants retained any or an adequate land/resource base.

h. Observe the fundamental te Tiriti principles during the Waikato War including:

    i. active protection and recognition of the interests of the claimants;

    ii. active protection of the lands and property of the claimants;

    iii. Act reasonably and with the utmost good faith towards the claimants;

    iv. Recognise and actively protect the tino rangatiratanga of the cliamants;

    v. good governance and equality of treatment; and

    vi. providing the claimants with the rights and privileges of British subjects.

First Cause of Action: Native Land Court

19. The claimants adopt the generic pleadings filed by Claimant Counsel concerning the Native Land Court and say further:

Further particulars

20. The Crown, in breach of its duties, failed to actively protect the claimants and the retention of their lands according to their lores and customs.[10]

21. Instead, the Crown introduced the Native land Court which undermined attempts by the claimants tupuna to retain their lands and resources.[11]

22. The lands in which the claimants have interests that became subject to the Native Land Court regime were as follows:

    a. On 7 September 1900, the Native Land Court issued orders for the partition of Rangitoto A into 98,750 acres with 1,040 owners.[12] On 14 and 24 March 1904, the Native Land Court further partitioned the Rangitoto A block when it created Rangitoto A60. This block comprised of 3,081 acres and was vested in 12 owners.[13]

    b. On 27 June 1889, the Tokanui block was divided from the Rohe Potae block by the Native Land Court.[14] The

[10] Claimant evidence
[11] Claimant evidence
[12] Paula Berghan, *Te Rohe Potae Inquiry District Research Assistance Projects: Block Research Narratives*, Crown Forestry Rental Trust, July 2009, (Wai 898, #A60), p 875
[13] Ibid, p 876
[14] Ibid, p 1116

original area of Tokanui was 10,147.2 acres.[15] On 21 October 1889, Tokanui was awarded to 118 owners.[16]

c. On 10 December 1888, Turoto came before the Land Court for a subdivision from the Rohe Potae block.[17] Turoto was originally 2,672.2 acres in area.[18]

d. The Hauturu East block was originally 56,615.3 acres in area.[19] On 10 November 1936, as a result of the consolidation of Hauturu East subdivisions, the Waitomo block came into existence.[20] The Waitomo block was 3,260.1 acres in area.[21]

e. Pukenui was originally 13,448.5 acres in area.[22]

f. Puketarata was originally 17,900.3 acres in area.[23]

23. The introduction of the Native Land Court began a process which resulted in the claimants being left with little or no land in Te Rohe Potae inquiry district.

Survey costs

24. Altogether, the charges ordered for the survey of In Pukenui (originally totalling £116.6.6) ballooned to more than £418 following the contested partition of Pukenui 2 in June and July of 1900. Coinciding with the Crown's cutting out of the 2,072 acres

[15] Craig Innes, James Mitchell, Tutahanga Douglas, *Te Rohe Potae Land Alienation Project – Alienation of Māori land within Te Rohe Potae inquiry district 1840-2010*, Waitangi Tribunal, June 2010, (Wai 898, #A21), Tokanui, ID# 2267
[16] Berghan, *Te Rohe Potae Inquiry District Research Assistance Projects: Block Research Narratives*, (Wai 898, #A60), p 1117
[17] Ibid, p 1137
[18] Innes, Mitchell, Douglas, *Te Rohe Potae Land Alienation Project – Alienation of Māori land within Te Rohe Potae inquiry district 1840-2010*, (Wai 898, #A21), Turoto, ID# 2269
[19] Ibid, Hauturu East, ID# 4001
[20] Berghan, *Te Rohe Potae Inquiry District Research Assistance Projects: Block Research Narratives*, (Wai 898, #A60), pp 151-152
[21] Ibid, p 1175
[22] Innes, Mitchell, Douglas, *Te Rohe Potae Land Alienation Project – Alienetion of Māori land within Te Rohe Potae inquiry district 1840-2010*, (Wai 898, #A21),Pukenui, ID# 2198
[23] Ibid,Puketarata, ID# 2200

it had purchased in the block, the division of the remaining 10,294 acres into 19 new sections resulted in combined charges of £302 for the non-selling owners.[24]

25. Interest on survey charges added further pressure on the claimants tupuna. For example, interest and fees contributed up to an additional 27% to the charge set out in the initial order.[25]

26. More substantial charges accrued from the partition of the original Puketarata block. Added together, the survey charges for the laying out of the 19 new Puketarata blocks amounted to £453.7.8. Even divided amongst 19 groups of shareholders this was a substantial figure.[26]

27. Charged at £86.10.8 on 9 August 1892, the initial survey of Puketarata 2 was followed by a new round of partitions, the survey charges for which were processed by the Court at the end of April 1895. Applying to Puketarata 2A, 2B, 2C and 2D Numbers 1 to 7, these charges resulted in the owners being liable for a further £113.13.6..[27]

28. The claimants lands that become subject to survey costs and liens were as follows:

Tokanui

a. The survey lien of £16.5.8 was paid in cash for Tokanui 1A on 6 December 1906 by Mahure Te Hinewai.[28]

b. In 1906, 76.25 acres (or 5.6% of the block) was taken in lieu of a lien for the partition of Tokanui 1 (1,366 acres in total).[29]

[24] Drs P Husbands and J Mitchell, *The Native Land Court, land titles and Crown land purchasing in the Rohe Potae district, 1866 – 1907*, A Report for the Te Rohe Potae district inquiry (Wai 898), November 2011, (Wai 898, #A79), p 307
[25] Ibid, p 310
[26] Ibid, p 305
[27] Ibid, p 306
[28] Ibid, p 350

c. In 1906, 4% of Tokanui 1B block was taken in lieu of a lien for its partition.[30]

Turoto

d. In 1901, the owners of Turoto A2 (comprising 278 acres) paid 85.5 acres in land for survey liens.[31] 192.5 aces were left to non sellers after the Crown cut out its interests from the block.[32]

e. In 1901, the owners of Turoto D2 (comprising 663 acres) paid 239 acres in land for survey liens.[33] 424 aces were left to non sellers after the Crown cut out its interests from the block.[34]

f. In 1901, the owners of Turoto E2 (comprising 219.25 acres) paid 106.75 acres in land for survey liens.[35] 112.5 aces were left to non sellers after the Crown cut out its interests from the block.[36]

g. In 1907, 3.75 acres was taken in lieu of a lien for the partition of Turoto C2 (509 acres).[37]

Pukenui

h. In 1901, 60 acres of Pukenui 1 was acquired by the Crown plus an additional 4 acres in lieu of a lien.[38]

i. In Pukenui No 2D Sec 5 the Native Land Court ordered a lien on 15 December 1903 of £6.0.8 with a rate of interest

[29] Ibid, p 367
[30] Ibid, pp 363, 368
[31] Ibid, p 356
[32] Ibid, p 362
[33] Ibid, p 356
[34] Ibid, p 362
[35] Ibid, p 356
[36] Ibid, p 362
[37] Ibid, pp 365, 369
[38] Ibid, p 355

charged at 5%. The interest accrued on the lien was £1.0.8 making the survey plus the additional charges £7.64 (an increase due to interest and fees of 21%).[39]

j. In Pukenui No 2D Sec 7 the Native Land Court ordered a lien on 15 December 1903 of £29.11.10 with a rate of interest charged at 5%. The interest accrued on the lien was £4.14.4 making the survey plus the additional charges £34.11.2 (an increase due to interest and fees of 17%).[40]

k. In Pukenui No 2H the Native Land Court ordered a lien on 15 December 1903 of £22.11.11 with a rate of interest charged at 5%. The interest accrued on the lien was £3.15.4 making the survey plus the additional charges £26.12.3 (a 19% increase due to interest and fees).[41]

l. In Pukenui No 2P the Native Land Court ordered a lien on 15 December 1903 of £21.0.10 with a rate of interest charged at 5%. The interest accrued on the lien was £3.13.8 making the survey plus the additional charges £24.19.6 (an increase due to interest and fees of 19%).[42]

m. In Pukenui No 2U the Native Land Court ordered a lien on 15 December 1903 of £7.4.2 with a rate of interest charged at 5%. The interest accrued on the lien was £1.5.3 making the survey plus the additional charges £8.14.5 (an increase due to interest and fees of 21%).[43]

n. In Pukenui No 2V the Native Land Court ordered a lien on 15 December 1903 of £2.13.0 with a rate of interest charged at 5%. The interest accrued on the lien was

[39] Ibid, pp 347-348
[40] Ibid, pp 347-348
[41] Ibid, pp 347-348
[42] Ibid, pp 347-348
[43] Ibid, pp 347-348

£0.9.4 making the survey plus the additional charges £3.7.4 (an increase due to interest and fees of 27%).[44]

o. In Pukenui No 2Z the Native Land Court ordered a lien on 15 December 1903 of £25.9.8 with a rate of interest charged at 5%. The interest accrued on the lien was £4.5.4 making the survey plus the additional charges £30 (an increase due to interest and fees of 18%).[45]

Puketarata

p. In Puketarata 1 (10 acres) the Native Land Court ordered a survey charge of £4.7.9 on 9 August 1892.[46]

q. In Puketarata 2 (2,926 acres) the Native Land Court ordered a survey charge of £86.10.8 on 9 August 1892.[47] In addition, on 25 April 1895, the Native Land Court ordered a survey charge of £113.13.6 for the partitioning of Puketarata 2 made up as follows:[48]

   I. Puketarata 2A (95 acres) of £5.4.10.

   II. Puketarata 2B (551 acres) of £29.18.10.

   III. Puketarata 2C (71 acres) of £4.2.11.

   IV. Puketarata 2D (2188 acres) of £74.6.11.

r. In Puketarata 3 (415 acres) the Native Land Court ordered a survey charge of £19.16.7 on 9 August 1892.[49]

   I. In 1901, 33 acres was taken in lieu of a lien on Puketarata 3B (364 acres in total).[50] 27.2% of the

[44] Ibid, pp 347-348
[45] Ibid, pp 347-348
[46] Ibid, p 342
[47] Ibid, p 342
[48] Ibid, p 342
[49] Ibid, p 342

121.5 acres left to non-sellers was taken by the Crown to satisfy the non-sellers share of the liens.[51]

s. In Puketarata 4 (4,390 acres) the Native Land Court ordered a survey charge of £62.3.1 on 9 August 1892. [52]

   I. In 1898, 83 acres was taken in lieu of a lien on Puketarata 4G (2,617.25 acres in total).[53] 4.4% of the 1,866.25 acres left to non-sellers was taken by the Crown to satisfy the non-sellers share of the liens.[54]

   II. On 13 December 1906, Tutunui Te Kanawa paid £1.16.3 in cash for the partitioning of Puketarata 4F.[55]

t. In Puketarata 5 (799 acres) the Native Land Court ordered a survey charge of £30.15.1 on 9 August 1892. [56]

u. In Puketarata 6 (2,385 acres) the Native Land Court ordered a survey charge of £50.10.5 on 9 August 1892. [57]

   I. In 1898, 137 acres was taken in lieu of a lien on Puketarata 6B (2,058 acres in total).[58] 10.9% of the 1,259 acres left to non-sellers was taken by the Crown to satisfy the non-sellers share of the liens.[59]

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[50] Ibid, pp 353-354, 356
[51] Ibid, pp 357-35, 361
[52] Ibid, p 342
[53] Ibid, pp 353-354, 356
[54] Ibid, pp 357-35, 361
[55] Ibid, p 350
[56] Ibid, p 342
[57] Ibid, p 342
[58] Ibid, pp 353-354, 356
[59] Ibid, pp 357-35, 361

v. In Puketarata 7 (766 acres) the Native Land Court ordered a survey charge of £28.15.4 on 9 August 1892.[60]

w. In Puketarata 8 (813 acres) the Native Land Court ordered a survey charge of £30.5.5 on 9 August 1892.[61]

    i. In 1901, 31.25 acres was taken in lieu of a lien on Puketarata 8D (309 acres in total).[62] 21.5% of the 145.5 acres left to non-sellers was taken by the Crown to satisfy the non-sellers share of the liens.[63]

x. In Puketarata 9 (1,428 acres) the Native Land Court ordered a survey charge of £40.19.10 on 9 August 1892.[64]

    i. In 1901, 8.75 acres was taken in lieu of a lien on Puketarata 9C (107.5 acres in total).[65] 16.3% of the 53.75 acres left to non-sellers was taken by the Crown to satisfy the non-sellers share of the liens.[66]

y. In Puketarata 10 (144 acres) the Native Land Court ordered a survey charge of £13.17.6 on 3 April 1894.[67]

z. In Puketarata 11 (552 acres) the Native Land Court ordered a survey charge of £25.10.8 on 9 August 1892.[68]

    i. In 1901, 62.5 acres was taken in lieu of a lien on Puketarata 11B (487.75 acres in total).[69] 18.7% of

[60] Ibid, p 342
[61] Ibid, p 342
[62] Ibid, pp 353-354, 356
[63] Ibid, pp 357-35, 361
[64] Ibid, p 342
[65] Ibid, pp 353-354, 356
[66] Ibid, pp 357-35, 361
[67] Ibid, p 342
[68] Ibid, p 342
[69] Ibid, pp 353-354, 356

the 333.75 acres left to non-sellers was taken by the Crown to satisfy the non-sellers share of the liens.[70]

aa. In Puketarata 12 (247 acres) the Native Land Court ordered a survey charge of £16.2.11 on 9 August 1892.[71]

bb. In Puketarata 13 (150 acres) the Native Land Court ordered a survey charge of £4.12.8 on 3 April 1894.[72]

cc. In Puketarata 15 to 19 (2,683 acres) the Native Land Court ordered a survey charge of £38.19.9 on 9 August 1892.[73]

I. In 1901, 18.5 acres was taken in lieu of a lien on Puketarata 14B (245 acres in total).[74] 22.4% of the 82.5 acres left to non-sellers was taken by the Crown to satisfy the non-sellers share of the liens.[75]

II. In 1901, 38.5 acres was taken in lieu of a lien on Puketarata 18B (119 acres in total).[76] 47.4% of the 81.25 acres left to non-sellers was taken by the Crown to satisfy the non-sellers share of the liens.[77]

29. The Native Land Court system imposed heavy costs and court fees upon the Claimants tupuna, resulting in further alienation of their land in Te Rohe Potae.[78]

[70] Ibid, pp 357-35, 361
[71] Ibid, p 342
[72] Ibid, p 342
[73] Ibid, p 342
[74] Ibid, pp 353-354, 356
[75] Ibid, pp 357-35, 361
[76] Ibid, pp 353-354, 356
[77] Ibid, pp 357-35, 361
[78] Claimant evidence

Second Cause of Action: Crown Purchasing

30. The claimants adopt the generic pleadings filed by Claimant Counsel concerning Crown Purchasing and say further:

Further particulars

31. Te Ohaaki Tapu included an undertaking by the Crown that it would not purchase land other than a limited amount of land for the North Island Main Trunk Railway and associated services.[79]

32. However, the Crown, in breach of its te Tiriti obligations and obligations under Te Ohaaki Tapu, adopted unfair purchasing practices which enabled it to acquire land from the claimants tupuna.

33. The Crown, in breach of its duties, gave itself monopoly purchasing powers under legislation and used such powers to acquire land from the claimants tupuna.

34. Notwithstanding opposition, the Crown acquired land, in which the claimants had interests, within the following blocks:

    a. Rangitoto A60 was 3,081 acres in area.[80] On 13 April 1908 Rangitoto A60 A comprising 1,299 acres, 1 rood and 19 perches was vested completely in the Crown[81] and Rangitoto A60 B comprising 1,781 acres, 2 roods and 11 perches in the name of 15 Māori owners.[82] Rangitoto A60 B was sold to private purchasers: Rangitoto A60 B (Northern Portion) of 889 acres and 37 perches was sold to Mr W. Davis & ors and Rangitoto

[79] Cathy Marr, *Te Rohe Potae Political Engagement 1864-1886, A report Commissioned by the Waitangi Tribunal for the Te Rohe Potae district inquiry*, November 2011, (Wai 898, A#78), p 764
[80] Berghan, *Te Rohe Potae Inquiry District Research Assistance Projects: Block Research Narratives*, (Wai 898, #A60). p 876
[81] Ibid, p 879
[82] Ibid, p 879

A60 B (Southern Portion) of 892 acres 1 rood and 14 perches was sold to Mr D.M. Oliver.[83] There is no land left within Rangitoto A60 in Māori ownership.

b. The original area of Tokanui was 10,147.2 acres.[84] The Crown rapidly acquired 5,692.9 acres of Tokanui (or 66.6% of the block) between 14 April 1908 and 14 December 1910. 2,857.7 acres was acquired by private purchasers to leave 411.5 acres (or 4.1% of the block) in Māori hands.[85]

c. Turoto was originally 2,672.2 acres in area.[86] Between 30 March 1894 and 7 August 1909 the Crown acquired 1,367.7 acres (or 67% of the block). Private purchasers then started acquiring parcels of the block, private purchases totalled 673.8 acres (or 33% of the block). Only 273.4 acres (or 10.2% of the block) is in Māori ownership today.[87]

d. The Waitomo block was 3,260.1 acres in area.[88] 2,424 acres (or 74.4% of the Waitomo block) was acquired by the Crown and private purchasers. 836.1 acres (or 25.6% of the Waitomo block) remains as Māori land.[89]

e. Pukenui was originally 13,448.5 acres in area.[90] 2,771.6 acres (or 27.7% of the block) was acquired by the Crown with 6,086.9 acres (or 60.7% of the block) purchased in 89 separate transactions by private purchasers. 1,743.1

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[83] Ibid, p 889
[84] Innes, Mitchell, Douglas, *Te Rohe Potae Land Alienation Project – Alienation of Māori land within Te Rohe Potae inquiry district 1840-2010*, (Wai 898, #A21),Tokanui, ID# 2267
[85] Ibid,Tokanui, ID# 2267
[86] Ibid,Turoto, ID# 2269
[87] Ibid,Turoto, ID# 2269
[88] Berghan, *Te Rohe Potae Inquiry District Research Assistance Projects: Block Research Narratives*, (Wai 898, #A60), p 1175
[89] Ibid, pp 1178-1179
[90] Innes, Mitchell, Douglas, *Te Rohe Potae Land Alienation Project – Alienation of Māori land within Te Rohe Potae inquiry district 1840-2010*, (Wai 898, #A21),Pukenui, ID# 2198

acres (or 13% of the block) remains as Māori land today.[91]

f. Puketarata was originally 17,900.3 acres in area.[92] From March 1894 to October 1901 the alienation of the Puketarata block was undertaken solely by the Crown. The Native Land Court awarded 11,252.1 acres or 62.9% of the block to the Crown in recognition of its interests. Only 267.9 acres (or 1.5% of the block) remains in Māori title today.[93]

Purchasing practices

35. The purchase of individual interests enabled Crown officials to acquire Māori-owned land without first obtaining the agreement of the owners as a community. Of the 61 blocks processed by the Court in 1898, only nine had been entirely purchased by the Crown. Seven of these nine were subdivisions within Puketarata and some, although not all, were quite small with only a few owners. Puketarata 8C, for example, included no more than 36 acres and had just two owners. Puketarata 2A (95 acres) and Puketarata 7B (21 acres) had only one owner each, while the somewhat more substantial Puketarata 3C (318 acres) had 13 owners.[94]

36. In exactly half of the Puketarata blocks (22 of 44) the interest awarded to the Government was derived from a minority of the

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[91] Ibid,Pukenui, ID# 2198
[92] Ibid,Puketarata, ID# 2200
[93] Innes, Mitchell, Douglas, *Te Rohe Potae Land Alienation Project – Alienation of Māori land within Te Rohe Potae inquiry district 1840-2010*, (Wai 898, #A21),Puketarata, ID# 2200; Husbands and Mitchell, *The Native Land Court, land titles and Crown land purchasing in the Rohe Potae district, 1866 – 1907*, (Wai 898, #A79), pp 276-277
[94] Husbands and Mitchell, *The Native Land Court, land titles and Crown land purchasing in the Rohe Potae district, 1866 – 1907*, (Wai 898, #A79), p 257

total shares and in one quarter of cases the share acquired by the Crown was less than 20%.[95]

Crown purchasing in restricted areas

37. Land belonging to the claimants tupuna had been declared by the Court to be 'restricted' or 'inalienable' was actively purchased by the Crown Land Purchase Office despite the explicit opposition of the communities involved.[96]

38. For example, The Crown Land Purchase Office purchased lands within the following restricted areas:[97]

    a. 191 acres in Puketarata 2D5;

    b. 591 acres in Puketarata 2D6;

    c. 192 acres in Puketarata 4D;

    d. 120 acres in Puketarata 4F;

    e. 2,617 acres in Puketarata 4G;

    f. 318 acres in Puketarata 5C;

    g. 36 acres in Puketarata 8C;

    h. 302 acres in Puketarata 8D;

    i. 50 acres in Puketarata 13B;

    j. 77 acres in Puketarata 19D;

    k. 55 acres in Puketarata 19E;

    l. 58 acres in Puketarata 19F;

[95] Ibid, p 265
[96] Ibid, p 444
[97] Ibid, p 452

m. 383 acres in Puketarata 19H; and

n. 504 acres in Puketarata 19I.

Third Cause of Action: Public Works

39. The claimants adopt the generic pleadings filed by Claimant Counsel concerning Public works and say further:

Further particulars

40. The Crown compulsory acquired land for various public works in the following blocks that the claimants have interests in:[98]

Date of Taking (yy/mm/dd)	Purpose	Land Taken From	Area (a-r-p)
1930/07/14	Road	Puketarata 10C	3-1-20.6
1912/12/13	Road	Puketarata 13A	0-0-15
1912/12/13	Road	Puketarata 13B2	3-0-37
1912/12/13	Road	Puketarata 19C	1-3-34
1911/02/24	Road	Puketarata 2D5B1	4-0-03
1911/02/24	Road	Puketarata 2D5B2	1-0-05
1922/03/18	Road	Puketarata 4G2D2B2B1B	3-0-30
1934/10/16	Road	Puketarata 4G2D2B2B1B2	3-2-31
1922/03/18	Road	Puketarata 4G2D2B2B2	4-1-01
1909/08/26	Road	Puketarata 6B2B	4-1-11
1906/10/18	Road	Puketarata 8D2	5-2-12
1950/10/24	Quarry	Puketarata 8D2	1-1-29
1941/06/19	Road	Pukenui 2H2	14-2-02
1940/09/04	Road	Pukenui 2N2B1	1-1-31
1959/10/05	Road	Pukenui 2N2B2B	0-0-04.7
1965/11/01	Road	Pukenui 2P1	0-0-33.2
1912/05/07	Scenic	Pukenui 2U1	85-2-21
1912/05/07	Scenic	Pukenui 2U2	64-2-08

[98] David Alexander, *Public works and other Takings in Te Rohe Potae District*, A Report Commissioned by the Crown Forestry Rental Trust, December 2009, (Wai 898, #A63), Te Rohe Potae Public Works Takings Database

1912/05/07	Scenic	Pukenui 2U3	53-0-16
1956/12/24	Road	Pukenui 2V1	0-3-17.6
1976/08/05	Road	Pukenui 2V1	0-0-08.6
1916/06/03	Road	Pukenui 2W	3-1-28.1
1975/10/23	Soil Conservation and River Control	Pukenui A14B2	0.0503
1980/09/04	Soil Conservation and River Control	Pukenui A14B2	0.1384
1967/07/28	Street	Pukenui A22 (Roadway)	2-1-19.5
2000/09/08	Road	Pukenui A22B	0.0271
1968/03/18	Police (Residence)	Pukenui A22B Lot 1 DPS 12026	0-1-02.1
1965/11/01	Road	Pukenui B44A2B	0-2-05.6
1964/02/10	Road	Pukenui B4C	1-2-14.3
1964/02/10	Use, Convenience or Enjoyment of a Road	Pukenui B4C	0-0-01.7
1964/02/10	Road	Pukenui B4E	0-1-02.2
1965/11/01	Road	Pukenui B56	0-0-05.9
1920/09/18	Road	Pukenui 2C5A2	1-1-14.9
1904/11/07	Road	Pukenui 2D3	3-1-08
1911/10/20	Road	Pukenui 2D3	2-0-10.5
1916/01/03	River Diversion	Pukenui 2D3A	0-0-30.4
1916/01/03	Street	Pukenui 2D3A	0-0-03
1916/01/03	Recreation Ground	Pukenui 2D3A	0-0-39.5
1980/09/04	Soil Conservation and River Control	Pukenui 2D3D	0.0377
1911/09/07	Public Pound	Pukenui 2D3G	1-3-23.8
1969/08/04	Road	Pukenui 2D4B1	0-0-05.2
1953/09/29	Road	Pukenui 2D5	1-0-29
1916/12/01	Street	Pukenui 2D7B2	0-2-05.1
1916/12/01	Paddocking Driven Cattle	Pukenui 2D7B2	1-1-34.9
1920/09/18	Road	Pukenui 2D7B6C2	5-3-22
1940/09/04	Road	Pukenui 2D7B6C2L2	1-3-06
1920/03/13	Road	Pukenui 2G3	0-2-21
1959/10/05	Road	Pukenui 2G3	0-0-26.1
1959/10/05	Road	Pukenui 2G3A1	0-0-37.2

1959/10/05	Road	Pukenui 2G3A2	0-1-21.4
1941/06/19	Road	Pukenui 2H1A2	0-0-11
1941/06/19	Road	Pukenui 2H1C	0-1-28
1902/09/23	Road	Pukenui	26-0-00
1905/12/07	Road	Pukenui	3-3-28
1917/11/24	Road	Pukenui 1B	10-0-20.7
1965/11/01	Road	Pukenui 1B1	0-3-13.2
1968/02/26	Use, Convenience or Enjoyment of a Road	Pukenui 1B1	0-1-15
1965/11/01	Road	Pukenui 1B4A	2-1-27.3
1967/09/04	Use, Convenience or Enjoyment of a Road	Pukenui 1B4A	2-1-39.8
1965/11/01	Road	Pukenui 1B4B	1-2-10.7
1967/09/04	Use, Convenience or Enjoyment of a Road	Pukenui 1B4B	1-0-31.7
1965/11/01	Road	Pukenui 1B4C1	2-1-20.4
1965/11/01	Road	Pukenui 1B4C2	0-3-33.7
1967/09/04	Use, Convenience or Enjoyment of a Road	Pukenui 1B4C2	0-1-04.8
1965/11/01	Road	Pukenui 1B7A	1-1-19.1
1989/02/20	Road	Pukenui 2A	0.0055
1920/09/18	Road	Pukenui 2C3B1	1-0-00.2
1920/09/18	Road	Pukenui 2C3B2	1-2-30.5
1920/09/18	Road	Pukenui 2C4	7-1-38
1920/09/18	Road	Pukenui 2C5A1	2-1-09.1
1910/11/21	Tokanui Mental Hospital	Tokanui 1A2	52-0-00
1939/04/17	Road	Tokanui 1A2B2C	0-2-39.5
1911/01/23	Tokanui Mental Hospital	Tokanui 1B2B	340-0-00
1936/11/23	Tokanui Mental Hospital	Tokanui 1B2B3B	53-1-30
1937/04/09	Road	Tokanui 1B2B3B	3-3-18
1910/11/21	Tokanui Mental Hospital	Tokanui 1D2	783-2-00
1909/08/26	Road	Tokanui C10	0-2-39
1910/11/21	Tokanui Mental Hospital	Tokanui C12B	187-3-13
1910/11/21	Tokanui Mental	Tokanui C14B	244-2-13

	Hospital		
1910/11/21	Tokanui Mental Hospital	Tokanui C15B	215-0-02
1910/11/21	Tokanui Mental Hospital	Tokanui C16B	191-1-34
1910/11/21	Tokanui Mental Hospital	Tokanui C17B	57-0-38
1910/11/21	Tokanui Mental Hospital	Tokanui C18B	531-0-05
1910/11/21	Tokanui Mental Hospital	Tokanui C19B	44-1-00
1910/01/18	Road	Tokanui C1B	0-0-14.3
1910/11/07	Reformatory Farm	Tokanui C20B	39-1-13
1910/11/07	Reformatory Farm	Tokanui C21B	501-3-25
1910/11/21	Tokanui Mental Hospital	Tokanui C2B	88-3-03
1912/06/21	Road	Turoto	11-2-02
1941/04/24	Road	Turoto B2B	1-0-04.6
1906/10/18	Road	Turoto C2	8-1-02
1952/06/23	Road	Waitomo A27	0-0-01.6
1952/06/23	Road	Waitomo A30	4-1-32.4
1959/01/19	Road	Waitomo A3A	1-1-06.7
1963/10/07	Road	Waitomo A3B	1-1-20.1
1971/06/21	Road	Waitomo A3B2A	0-0-25.2
1987/11/06	Purposes of Section 119 Public Works Act 1981	Waitomo A3B2B	0-0-12.1
1963/10/07	Road	Waitomo A7C3A	0-3-34.5
1966/12/12	Road	Waitomo A7C3A	0-0-21
2007/12/06	Road	Waitomo A7C3A	0.1626
1963/10/07	Road	Waitomo A7C3B	0-0-31.8
1963/10/07	Road	Waitomo A9	0-3-26.9

Fourth Cause of Action: Native Townships

41. The claimants adopt the generic pleadings filed by Claimant Counsel on Native Townships and say further:

Further particulars

42. The claimants have interests in the following parcels of land that was acquired by the Crown for the Te Kuiti native township:[99]

Block number	Size (a.r.p)
Pukenui 2A1	0.3.25
Pukenui 2A2	0.2.14
Pukenui 2A3	0.3.4
Pukenui 2A4	0.1.12
Pukenui 2A5	0.1.24
Pukenui 2A6	0.1.23
Pukenui 2A7	0.1.30
Pukenui 2A8	0.0.32
Pukenui 2A9	2.2.21
Pukenui 2A10	0.3.23
Pukenui 2A11	1.1.23
Pukenui 2A12	7.3.36
Pukenui 2A13	0.3.4
Pukenui 2A14	0.3.38
Pukenui 2A15	2.2.2
Pukenui 2A16	2.0.18
Pukenui 2A17	2.0.29
Pukenui 2A18	1.2.26
Pukenui 2A19	7.2.23
Pukenui 2A20	0.0.29

[99] Berghan, *Te Rohe Potae Inquiry District Research Assistance Projects: Block Research Narratives*, (Wai 898, #A60), pp778-779

Fifth Cause of Action: Railways

43. The claimants adopt the generic pleadings filed by Claimant Counsel on Railways and say further:

Further particulars

44. The Crown purchased Land using the North Island Main Trunk railway Loan Act funds for the following areas in which the claimants have interests:[100]

Land Block	Area (acres)	Expenditure
Puketarata No. 1A	1	
Puketarata No. 2A, No. 2	303	
Puketarata No. 3A	51	
Puketarata No. 4A	979	
Puketarata No. 5A	286	
Puketarata No. 6A	327	
Puketarata No. 7A	744	
Puketarata No. 8A	182	£1325.2.1
Puketarata No. 9A	1,157	
Puketarata No. 11A	51	
Puketarata No. 14A	5	
Puketarata No. 15	30	
Puketarata No. 17A	45	
Puketarata No. 18A	35	
Puketarata No. 19A	339	
Puketarata No. 19B	136	
Turoto A No. 1	64	
Turoto B No. 1	21	£143.10.5
Turoto D No. 1	64	
Turoto E No. 1	577	

[100] Phillip Cleaver and Jonathan Sarich, *Turongo: The North Island Main Trunk Railway and the Rohe Potae, 1870-2008*, A report commissioned by the Waitangi Tribunal for the Te Rohe Potae district inquiry (Wai 898), November 2009, (Wai 898, A#20) pp 94-95

45. Additional later takings from Māori lands for railways purposes (which the claimants have interest in) are as follows:[101]

Block	Area	Purpose	Compensation
Pukenui 2M	14a 2r 17p	Quarry	£52 with £15 deducted for costs awarded to railway Dept
Pukenui 2D4	0a 0r 25.5p	Quarry	
Pukenui 2M	48a 0r 0p	Quarry	£240
Pukenui 2D4A	0a 3r 1.1p		£50
Pukenui 2D4B	0a 0p 25.7p		
Pukenui 2D4A	0a 2r 26.2p		Exchanged for 1a 2r 28.3p of adjacent railway land

46. For the 48 acres taken from Pukenui 2M (as noted in the above table) the Native Land Court ordered compensation in the following way:[102]

Court order	Award to Māori owners	Award to leaseholder (Lovett)
Loss of land	£25	£90
Loss of water right (spring)	£25	£75
Removing of building and fence		£60
Deduction of costs awarded to Railway Department	£15	£60
Total compensation payable	£35	£165

47. The claimants have interests in the following surplus lands that were disposed of by the New Zealand Railways Corporation between 1982 and 1994:[103]

[101] Ibid, pp 161-162
[102] Ibid, p 170

a. Lots 1 & 2 Blk XIV Te Kuiti Native Township – 0.1912 ha – this house and land in Te Kuiti was sold in 1982 to the Police Department;

b. Lot 12 Blk XV Te Kuiti Native Township – 0.0708 ha – this Carroll street house in Te Kuiti was sold to the Department of Māori Affairs in 1984;

c. Lot 16 Blk XV Te Kuiti Native Township – 0.0708 ha – in 1984 this Carroll street vacant land in Te Kuiti was sold to the Waitomo District Council;

d. Lot 20 Blk XV Te Kuiti Native Township – 0.0708 ha – in 1984 this house on Carroll street in Te Kuiti was sold to GA Holder;

e. Lots 22 and 23 Blk XV Te Kuiti Native Township – 0.1644 ha – vacant land on Carroll street in Te Kuiti was sold to KR Sorensen in 1984;

f. Lot 5 Blk XIV Te Kuiti Native Township – 0.0925 ha – this house in Te Kuiti was sold in 1984 to SDJ and JA Elliot;

g. Lot 14 Blk XIV Te Kuiti Native Township – 0.0708 ha – in 1985 this house in Te Kuiti was sold to GLA & OJ Roberts;

h. In 1986, 2.16 ha of the limestone quarry in Waiteti (land exchange) – Part Pukenui 2M – was sold to NZ Limestone Products Limited;

i. A further 3.296 ha of the limestone quarry in waiteti (land exchange) Part Pukenui 2M was sold to the Department of Lands and Survey in 1986;

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[103] Ibid, pp 275-276, 278

j. Lot 4 Blk XIV Te Kuiti Native Township – a house in Te Kuiti of 0.0943 ha – was sold to T and TR Ngatai in 1988;

k. Lot 18 Blk XIV Te Kuiti Native Township – a house in Te Kuiti of 0.0708 ha was sold to AR King in 1988;

l. In 1989, two houses in Te Kuiti (Lot 3 Blk XIV Te Kuiti Native Township – 0.0966 ha and Lot 12 Blk XIX Te Kuiti Native Township – 0.0821 ha) were sold to Stone Key Investments Ltd;

m. From 2000 to 2001 the following sites were purchased by the Office of Treaty Settlements:

    I. Industrial site, Te Kuiti – Allotments 8 & 10, Block XV Te Kuiti Māori Township – 0.1416 ha;

    II. Te Kuiti Station – Lot 1 DPS 87195 – 0.0996 ha;

    III. Te Kuiti Station – Part Te Kuiti Native Township – 0.0028 ha;

    IV. Te Kuiti Station – Part Te Kuiti Native Township – 0.0088 ha;

    V. Te Kuiti Station – Part Te Kuiti Native Township – 0.1075 ha;

    VI. Te Kuiti Station – Part Te Kuiti Native Township – 0.1730 ha;

    VII. Te Kuiti Station – Part Te Kuiti Native Township – 0.267 ha; and

    VIII. Te Kuiti Station – Part Te Kuiti Native Township – 0.3796 ha.

n. In 2004, 0.2263 ha of the Te Kuiti Station (Lot 4 DP 88766 – C30558) was sold to the Waitomo District Council.

Sixth Cause of Action: Dispersal from Homelands

48. The claimants adopt the generic pleadings filed by Claimant Counsel concerning political engagement, War and Raupatu, Public Works and Overall Land Alienation and say the following:

Further particulars

49. As stated above, the Crown acquired land that the claimants have interests in through alienation and partition in the following blocks:

    a. Waitomo;

    b. Tokanui;

    c. Rangitoto A60;

    d. Turoto;

    e. Puketarata; and

    f. Pukenui.

50. In acquiring land the Crown and its agents failed to ensure that the claimants retained sufficient lands for their present and future needs.[104]

51. The claimants says that their whanau had to leave Rangitoto A60 because the Crown had acquired most of the land and had

[104] Claimant evidence

left an inadequate amount of land for the claimants and their whanau to live on.[105]

Seventh Cause of Action: Health and Education

52. The claimants adopt the generic pleadings filed by Claimant Counsel concerning Health and Education and say further:

Further particulars

Education

53. The Crown policy concerning education for Māori, particularly after 1900, tended to focus on practical rather than academic skills. The claimants say they were deliberately channelled into lesser-skilled occupations by the education system, leaving the more prestigious occupations requiring academic qualifications open to Pakeha.[106]

54. In particular, 'schools maintained an emphasis on vocational training – agriculture and woodwork for boys, and cooking, needlework, and home crafts for girls'.[107] In 1912, the Chief Inspector of Native Schools reported that handiwork was generally being used to occupy Māori pupils while Pakeha children were being taught other subjects.[108]

55. The speaking of Māori was banned in the classroom and even in the school grounds. Those breaking these rules could be punished, sometimes through corporal punishment.[109]

56. Other factors inhibiting the claimants education included:

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[105] Claimant evidence
[106] Dr Paul Christoffel, *The Provision of Education Services to Māori in Te Rohe Potae, 1840-2010,* Waitangi Tribunal, February 2011, (Wai 898, #A27), p 173
[107] Ibid, p 173
[108] Ibid, p 176
[109] Ibid, p 9, Claimant evidence.

a. The views of education officials on the late age at which Māori on average began their education;[110]

b. Inaccessibility of education (late introduction of school in Te Rohe Potae);[111]

c. High teacher turnover (isolated location had trouble attracting teachers and their small size limited the teachers pay);[112]

d. Quality of the teachers and the facilities;[113]

e. Poverty (light clothing, no food, poor health);[114] and

f. Disrupted schooling (absence due to illness or school closures).[115]

Health

57. As a consequence of the Crown's various acts and omissions, the life expectancy, health and wellbeing of Te Rohe Potae Māori has, since 1840, been significantly worse than that of other New Zealanders and, in particular, non-Māori New Zealanders.

Rongoa

a. The claimants and their tohunga were prevented from practicing their own forms of health care in the open.[116]

b. Rohe Potae health care was and continues to be dominated by pakeha and by western culture and modes of thought.[117]

[110] Ibid, p 198
[111] Ibid, p 199
[112] Ibid, p 199
[113] Ibid, pp 201-202
[114] Ibid, p 203
[115] Ibid, p 204
[116] Tohunga Suppression Act 1907

c. Māori had little autonomy over the delivery and content of health care services, which rarely took Māori cultural values into account.[118]

d. Fees for doctors' visits, and cultural insensitivity, also impeded Māori access, as was the scarcity of Māori health care professionals.[119]

Alcohol

e. The introduction of alcohol into Te Rohe Potae has been opposed by Te Rohe Potae Māori leaders since the introduction of alcohol in to New Zealand.[120]

f. It was frequently stated that alcohol was partly or completely responsible for the decrease in Māori population and their poor health.[121]

Tuberculosis

g. Tuberculosis was reported as early as the 1830s and by 1890 was thought to be the most common disease amongst Māori.[122]

h. For the treatment of tuberculosis Te Rohe Potae Māori children were sent away from their support base to fight the illness alone at a sanatorium.[123]

i. When the Te Rohe Potae children returned to their homes they had to sleep outside in little baches.[124]

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[117] Dr Helen Robinson, *Te Taha Tinana: Māori Health and the Crown in Te Rohe Potae District, 1840 to 1990*, A report for the Te Rohe Potae district inquiry (Wai 898), Waitangi Tribunal, March 2011, (Wai 898 #A31), p 301
[118] Ibid, p 301
[119] Ibid, p 301; Claimant Evidence
[120] Ibid, p 34
[121] Ibid, p 37
[122] Ibid, pp 19, 79
[123] Claimant evidence
[124] Claimant evidence

Eighth Cause of Action: Economic Development Issues

58. The claimants adopt the generic pleadings filed by Claimant Counsel concerning Economic Development issues and say further:

Further particulars

Limestone deposit

59. A significant area of the Pukenui 2M limestone deposit was taken compulsorily for railway purposes under the Public Works Act leaving the claimants tupuna unable to secure the economic benefits of the limestone deposits.[125]

Ninth Cause of Action: Te Ohaaki Tapu

60. The claimants adopt the generic pleadings filed by Claimant Counsel concerning the Te Rohe Potae compact - Te Ohaaki Tapu.

Tenth Cause of Action: Land Development and Consolidation

61. The claimants adopt the generic pleadings filed by Claimant Counsel concerning Land Development and Consolidation.

Eleventh Cause of Action: Local Government and Rating

62. The claimants adopt the generic pleadings filed by Claimant Counsel concerning Local Government and Rating.

[125] Cleaver, *Māori and the Forestry, Mining, Fishing, and Tourism Industries of the Rohe Potae Inquiry District, 1880-2000*, (Wai 898, #A25) p 228

Twelfth Cause of Action: Cultural (taonga and waahi tapu)

63. The claimants adopt the generic pleadings filed by Claimant Counsel concerning Assaults on Tikanga.

Thirteenth Cause of Action: Environment

64. The claimants adopt the generic pleadings filed by Claimant Counsel concerning the Environment.

PREJUDICE

65. As a result of the Crown's acts and omissions the claimants have been and continue to be, prejudicially affected in that:

    a. The claimants are now without significant lands and resources to be held in accordance with their lore and customs;

    b. The claimants' rangatiratanga, lore and customs, have been undermined;

    c. The claimants have been left with insufficient lands and resources upon which to build a future;

    d. The claimants' ability to exercise tino rangatiratanga, including the right to possess, manage and control all their property, resources and social structures in accordance with the claimants' lore, cultural preferences and customs has been severely diminished, and

    e. The claimants have been prevented from developing, exploiting and managing their resources in a manner consistent with their cultural preferences.

REDRESS

66. The claimants seek the following relief:

a. That the Tribunal inquire into the prejudice to the claimants arising from breaches of the Treaty by the Crown including those alleged in this Statement of Claim;

b. That the Tribunal make findings as to breach and prejudice, in the terms alleged and generally, and as the Tribunal further determines;

c. That the Tribunal make recommendations for the recognition by the Crown of the claimants' tino rangatiratanga consistent with te Tiriti including:

i. The restoration to the claimants of their tino rangatiratanga and full customary entitlement to the claimants traditional rohe;

ii. The full and meaningful recognition of the claimants tino rangatiratanga in accordance with their lore and customs, over their lands, estates, forests, fisheries, other properties, lakes, rivers, waterways, other resources and taonga including whether or not such taonga are perceived now as being in their ownership or possession;

iii. The means by which such recognition must be effected to accord with te Tiriti guarantee of the tino rangatiratanga of the claimants;

iv. The return to the claimants of all ancestral lands, estates, forests, fisheries, other properties, lakes, rivers, waterways and other

resources and taonga wrongfully acquired by the Crown;

v. Pursuant to Sections 8A-8H(j) of the Treaty of Waitangi Act 1975 the return to the claimants of all relevant Crown land including:

   A. Land held by any state-owned enterprise; and

   B. Land held by any institution under the Education Act 1989.

vi. The return to the claimants of all land owned by the Crown within the claim area and any improvements thereon.

vii. The establishment of a fair process which will enable the claimants and the Crown to resolve issues between them;

viii. That the Crown deal directly with the claimants in negotiating the settlement of their Waitangi Tribunal claims;

ix. The restoration of the social, cultural, resource and economic base of the claimants in a full and substantial manner;

x. An appropriate apology;

xi. Compensation for inter alia the loss of customary use, occupation and enjoyment of lands, estates, forests, fisheries, other properties, lakes, rivers, waterways and other resources and taonga as a result of breaches

of the Treaty since its execution down to the present;

xii. The recognition of the claimants' kaitiakitanga and rangatiratanga in relation to their taonga;

xiii. The payment of the full costs that the claimants incurred for the presentation of this claim and the costs of recovering any land recommended to be returned or other costs incurred in securing the implementation of these recommendations, and

xiv. The grant of such other relief as the Tribunal sees fit.

LEAVE TO AMEND STATEMENT OF CLAIM

67. This Statement of Claim is as fully particularised as is possible given the time constraints, information and research available to the claimants at the time of filing this Statement of Claim.

68. The claimants, therefore, reserve the right to file further specific allegations and particulars and/or other causes of action that are not included in this Statement of Claim when further information and research becomes available.

THIS STATEMENT OF CLAIM is filed by Peter Johnston and Eve Rongo of Rainey Collins Lawyers, Counsel for the Claimants. The address for service for the Claimants is Level 16, 163 Featherston Street, Wellington.

Documents of service on the claimant be left at that address or may be:

a. Posted to the solicitor at PO Box 689; or

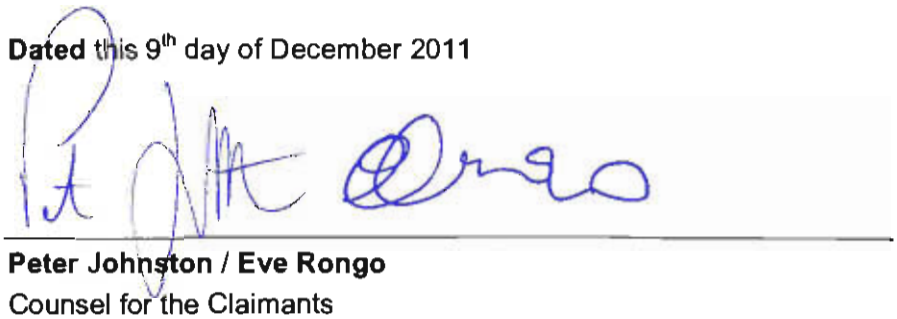
b. Left for the solicitor at document exchange for direction to DX SP20010, Wellington;

c. Transmitted to the solicitor by facsimile (04) 473 9304; or

d. Transmitted to the solicitor by email to pjohnston@raineycollins.co.nz.

Documents served on the Claimants should be marked for the attention of Peter Johnston / Eve Rongo.

Dated this 9th day of December 2011



Peter Johnston / Eve Rongo
Counsel for the Claimants