IN THE WAITANGI TRIBUNAL

Wai 2014

IN THE MATTER of The Treaty of Waitangi Act 1975

AND Claims in the Te Rohe Pōtae Claims Inquiry consolidated under Wai 898

AND the Wai 2014 claim by Harold Te Pikikotuku Maniapoto, Thomas Te Whiwhi Maniapoto, Wayne Walter Winiata Taitoko, Dana Erina Maniapoto, Maria Pare Raukawa Maniapoto, and Joana Johnston on behalf of themselves and Te Pae Tapu o Paretekawa for Ngāti Paretekawa

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FIRST AMENDED STATEMENT OF CLAIM

DATED THE 9TH DAY OF DECEMBER 2011

RECEIVED
Waitangi Tribunal
22 Dec 2011
Ministry of Justice
WELLINGTON

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1.0 Te Kereme

1. This Statement of Claim in Te Rohe Pōtae Inquiry is brought by Harold Te Pikikotuku Maniapoto, Thomas Te Whiwhi Maniapoto, Wayne Walter Winiata Taitoko, Dana Erina Maniapoto, Maria Pare Raukawa Maniapoto, and Joana Johnston on behalf of themselves and Te Pae Tapu o Paretekawa for Ngāti Paretekawa ("the Claimants").

2. The essence of this claim is that following the confiscation many Ngāti Paretekawa were forced to become refugees and move south of the Puniu Awa into their remaining lands there. They were forced to contest their customary interests in those lands before the Native Land Court. Out of a wide area where Ngāti Paretekawa held general customary interests from about Kawhia to Wharepuhunga the the hapū was only awarded 125 acres in Te Iakau block (along with Ngāti Te Kanawa) and some individuals were awarded small shares in some blocks.

3. The Waitangi Tribunal is requested pursuant to the provisions of The Treaty of Waitangi Act 1975 to inquire into this claim and to report on the causes of action and recommendations sought.

4. The Claimants, Harold Te Pikikotuku Maniapoto, Thomas Te Whiwhi Maniapoto, Wayne Walter Winiata Taitoko, Dana Erina Maniapoto, Maria Pare Raukawa Maniapoto, and Joana Johnston are Māori and they claim that Ngāti Paretekawa have been and remain prejudicially affected by the Ordinances, Acts, Regulations, policies, practices, acts and omissions of the Crown set out herein, which were enacted, promulgated, formulated, undertaken, done or omitted to be done by the Crown in breach of the principles of the Treaty of Waitangi.

2.0 Ngāti Paretekawa

5. The customary group for whom this claim is made consist of “nga uri o Peehi Tukorehu”.

6. The customary rohe of the Claimants includes all lands, waterways, wai and tupuna wai (waters and ancestral waters), puna wai (spring-well including groundwaters), forests, fisheries and other taonga within the following general area:

> *From the confluence of the Waipa Awa and the Mangaotama Awa through, and including, the ancient swamplands around Kakepuku Maunga and Kakepuku Maunga itself, from thence to Te Kawa, to Rangitoto (and the site of Rangiatea), to Mangatutu Awa, along Mangatutu Awa to the Puniu Awa, to the swamplands to the east of Orakau, Orakau, to Mangaohoe, to Mangapiko, thence to the Nga Roto lakes district and into the Mangaotama Awa back to the Waipa Awa from whence it started.*

7. The above description of the customary lands of Ngāti Paretekawa is not a tribal boundary and simply gives an indication of the region within which the hapū assert core customary interests.

8. Accordingly, the Claimants assert that Ngāti Paretekawa hold customary interests, and have significant sites, within the following Te Rohe Pōtae Inquiry District blocks (this is not an exhaustive list of blocks):

- Kakepuku
- Poukuru
- Tokanui
- Puketarata
- Ouruwhero
- Korakonui
- Te Iakau
- Wharepuhanga
- Kaipiha
- Mangauika
- Te Kopua

- Rangitoto A
- Kahakaharoa
- Hauturu East and West

9. The Claimants also assert interests within the area described above that are located within the zone of confiscated lands around Orākau, Te Awamutu, Kihikihi, Mangaohoe, and Mangapiko.

10. The Claimants do not assert exclusive interests in the above blocks and lands. Rather the Claimants acknowledge the overlapping nature of customary interests along with other hapū and iwi. The Claimants do assert that since 1840 Ngāti Paretekawa has held customary interests in the waterways, wai, ngahere, and other resources within their hapū lands.

3.0 Ngā Hara o Te Karauna - Ngāti Paretekawa General Claims

The Claimants allege that in breach of the principles of the Treaty of Waitangi, and contrary to the Sacred Compact of Te Rohe Pōtae, the Crown carried out, or is responsible for, the following acts and omissions:

3.1 Ngāti Paretekawa Hapū Historical Treaty Claims

11. The Claimants allege that as a consequence of Crown acts or omissions Ngāti Paretekawa and Ngāti Paretekawa individuals have lost lands within their rohe.

12. The Claimants allege that as a consequence of Crown acts or omissions Ngāti Paretekawa and Ngāti Paretekawa individuals have lost, or failed to have properly recognized or protected, their customary interests, wāhi tapu, forests, fisheries, waterways, and other taonga within their rohe.

13. The Claimants allege that the Crown has failed to provide the same “Article 3” rights to Ngāti Paretekawa as provided to Pākehā.

14. The Claimants allege that the Crown has failed to adequately recognise or provide for their full autonomy and te Tino Rangatiratanga.

15. The Claimants reserve the right to further particularise the above Historical Treaty Claims and amend them as required.

16. Without limiting the above claims, the Claimants make the following further and more particular claims.

3.2 Adoption of Other Claims

17. The Claimants adopt, support, or rely upon the following specific Ngāti Paretekawa and other claims filed in Te Rohe Pōtae Inquiry:

    i. The Wai 2068 Ngāti Paretekawa Raupatu claim.

    ii. The Wai 440 Tokanui Block claim.

18. The Claimants adopt and support the generic claims filed in Te Rohe Pōtae Inquiry.

3.3 Te Rohe Pōtae Sacred Compact - Te Ōhākī Tapu

Background

During 1882 and 1883 (and through to 1885) certain chiefs of Ngāti Maniapoto (and other iwi) and the Crown engaged in negotiations and meetings and made a series of agreements and understandings which have been described collectively as the King Country or Rohe Pōtae "Sacred Compact" or "Aotea Compact" or "Te Ōhākī Tapu".

On 26 June 1883 chiefs on behalf of the Maniapoto, Raukawa, Tuwharetoa, and Whanganui tribes presented a petition outlining terms of Te Ōhākī Tapu.

Te Ōhākī Tapu is "sacred" in that it was forged out of honour through the words, or kupu mana, of the Rangatira of Ngāti Maniapoto and other iwi, and the Crown.

19. The Crown failed to properly adhere to the terms and spirit of Te Ōhākī Tapu and failed to adequately remedy such breaches.

20. The Crown failed to adequately recognise or provide for the autonomy or Te Tino Rangatiratanga of Ngāti Paretekawa which was implicit in the agreements of Te Ōhākī Tapu.

21. The Crown enacted legislation that expedited the alienation of the lands of the Ngāti Paretekawa through the Native Land Court, namely the Native Land Alienation Restriction Act 1884 and the Railways Authorisation Act 1884.

22. Following the passing of various acts, in about 1889, the Crown embarked upon a land purchase programme which led to further alienations of lands of Ngāti Paretekawa upon terms that were unfair to Ngāti Paretekawa and without regard for the interests of Ngāti Paretekawa.

23. The Crown failed to properly consult with Ngāti Paretekawa as to the processes of enacting the Native Land Alienation Restriction Act 1884 and the Railways Authorisation Act 1884 and advise Ngāti Paretekawa of the implications of these Acts and related legislation.

24. The Crown failed to prohibit the introduction of alcohol in Te Rohe Pōtae after 1894, but granted licences within the lands of Ngāti Paretekawa to permit the introduction, sale and consumption of alcohol following a dubious process of referendum.

3.4 Ngāti Paretekawa Landlessness

25. The Crown failed to prevent, rectify, or remedy the rapid alienation of Ngāti Paretekawa lands so that there is no longer any remaining land in hapū ownership and clearly insufficient land for the present and future needs of the hapū.

Particulars

i. The Claimants assert customary interests in the following blocks/parishes (not exhaustive):[1]

- Kakepuku
- Poukuru
- Tokanui
- Puketarata
- Ouruwhero
- Korakonui
- Te Iakau
- Wharepuhunga
- Kaipiha
- Mangauika
- Te Kopua
- Rangitoto A
- Hauturu East
- Hauturu West
- Kahakaharoa
- Pirongia Parish
- Puniu Parish

[1] To be supported by tangata whenua evidence

- Ngaroto Parish

ii. Ngāti Paretekawa lost all of its hapū lands north of the Puniu awa through confiscation (save for 1 acre in the Kihikihi Township awarded to Rewi Maniapoto). [2]

iii. Ngāti Paretekawa rangatira made claims before the Native Land Court for recognition of the hapū interests in their customary lands, but in the entire area south of the Puniu Awa the Native Land Court only awarded: [3]

- 125 acres to the Ngāti Paretekawa (along with Ngāti Te Kanawa) in Te Akau Block;
- 4,446 acres in the Hauturu West 2 Block to the hapū Ngāti Paretekawa, Ngāti Ngutu, Ngāti Rangi, Ngāti Parekahuki, Ngāti Riuaroa, Ngāti Waiti, Ngāti Hura, Ngāti Waiharoto, Ngāti Peehi, and to Ngāti Urumumia;
- 600 acres to four Ngāti Paretekawa Rangatira being the Kahakaharoa block; and,
- Some hapū individuals received various small shares in the Wharepuhunga, Tokanui, and Rangitoto blocks.

iv. The majority of the land interests held by Ngāti Paretekawa individuals have been alienated to the Crown or lost through the Tokanui Public Works taking. [4]

v. Today, Ngāti Paretekawa holds no lands north of the Puniu Awa (save for Rewi's reserve of 1 acre). [5]

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[2] To be supported by tangata whenua evidence

[3] To be supported by tangata whenua evidence; Berghan, #A60, pp 1213, 1218, 1232, 1234; Husbands & Mitchell, #A79, pp 215, 220, 237

[4] To be supported by tangata whenua evidence; Alexander, #A63, pp 576-628

[5] To be supported by tangata whenua evidence

vi. Today, Ngāti Paretekawa individuals, shared with those of various other hapū, hold only 17.7 acres within Te Iakau Block, around 26.5 acres in the Hauturu West Block and a further 1,557.7 acres in the Hauturu Waipuna block. [6]

vii. The hapū of Ngāti Paretekawa has no lands whatsoever. [7]

viii. Such is the insufficiency and landlessness that some members of the hapū seek to buy back land and resources from others to establish a turangawaewae for their whānau and hapū (particularly within the confiscation district rohe of Ngāti Paretekawa). For example, Rewi Maniapoto purchased a section from a European grantee in Kihikihi. This was Lot 66 Kihikihi Township and it was within the lands that had been confiscated from his very own people.[8]

26. The Crown failed to adequately remedy the state of landlessness of Ngāti Paretekawa and failed to compensate for the Crown's failure to ensure sufficient land was retained in tribal ownership for the present and future needs of Ngāti Paretekawa.

3.5 Failure to set aside sufficient Reserves

27. The Crown failed to ensure that sufficient Ngāti Paretekawa lands and resources were set aside as inalienable reserves for the present and future needs of Ngāti Paretekawa.

Particulars

(i) The Rohe Pōtae petitioners of 1883 looked to Parliament '*to secure our lands to us and our descendants for ever*,' by making them '*absolutely*

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[6] To be supported by tangata whenua evidence; Douglas *et al*, #A21; Māori Land On-line http://www.maorilandonline.govt.nz/gis/home.htm

[7] To be supported by tangata whenua evidence

[8] To be supported by tangata whenua evidence; Innis, #A30, p186

inalienable by sale.'[9]

(ii) Before the Native Land Court on 25 October 1888 the Ngāti Paretekawa rangatira, Tukorehu, requested that the title to the Wharepuhunga block be put under the name of Tawhiao so that it would be entirely restricted from alienation and subdivisions could only occur with Tawhiao's leave.[10]

(iii) In December 1894, Hitiri Paerata wrote to the Native Minister on behalf of Ngāti Paretekawa complaining that their reserve has not been set out on the ground and requesting that it be located at either Hingaia where they were living or at Tututawa. However, the Crown was concerned to ensure that the better lands within the block were not reserved and so ensured that the reserve remained where initial proposed at Kahikatea (even though no actual survey had been undertaken at that stage. [11]

(iv) Today, Ngāti Paretekawa is a landless hapū. [12]

3.6 The Native Land Court

28. The Crown, contrary to Māori custom and tikanga, and the Claimants' tino rangatiratanga, established the Native Land Court with the purpose of:

(i) facilitating the alienation of Maori land for settlement;

(ii) commuting Maori customary title and rights into a Pākehā fee simple title;

(iii) promoting and facilitating the de-tribalisation of Māori; and

(iv) promoting and facilitating the assimilation of Māori into Pākehā customs and practices.[13]

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[9] Husbands & Mitchell, #A79, p39

[10] Berghan, #A60, p1213

[11] Boulton, #A67, p250

[12] To be supported by tangata whenua evidence

29. The Crown, as a consequence of the operation of the Native Land Court, destabilized and/or destroyed and failed to protect Ngāti Paretekawa's traditional hapū-based systems of land tenure based on tikanga Māori including land rights, use, occupation and control. [14]

30. The Crown established the Native Land Court within which title adjudication reduced customary hapū management over resources into ownership of individual interests, replacing variously layered customary land use rights with fixed boundaries over the land. [15]

31. The Crown established the Native Land Court which had the effect of defeating chiefly and tribal authority and tino rangātiratanga. [16]

32. The Crown enacted native land legislation that allowed for the making of title investigation applications by individuals with or without hapū sanction and awarded title to specified individuals who would be free to sell their interests.[17]

33. The Crown failed to ensure that sufficient Ngāti Paretekawa lands were set aside as absolutely inalienable reserves for the present and future needs of Ngāti Paretekawa. [18]

34. The Crown established the Native Land Court that failed to properly inquire into Ngāti Paretekawa customary interests, nor recognize and provide for Ngāti Paretekawa customary interests, in hapū lands, forests, fisheries, waters and other taonga. In particular, the Native Land Court failed to inquire

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[13] Williams, D., *Te Kooti Tango Whenua*, 1999, Huia publishers; Husbands & Mitchell, #A79, pp 1-3

[14] To be supported by tangata whenua evidence; Husbands & Mitchell, #A79, pp 1-3

[15] Husbands & Mitchell, #A79, p2; To be supported by tangata whenua evidence

[16] To be supported by tangata whenua evidence; Husbands & Mitchell, #A79, pp 1-3

[17] To be supported by tangata whenua evidence; Husbands & Mitchell, #A79, pp 1-3

[18] To be supported by tangata whenua evidence

into and recognize Ngāti Paretekawa customary interests in their lands. [19]

Particulars

i. Ngāti Paretekawa rangatira made claims before the Native Land court for the recognition of their interests within the 52,000 acre Kawa Block. The hapū specifically claimed the Puketarata, Ouruwhero, Pokuru, and Kakepuku lands within the Kawa Block. [20] From this entire area of 52,000 acres the Court only awarded the hapū 125 acres in Te Iakau Block (cut out from the Kakepuku block) along with Ngāti Te Kanawa. [21] This left the hapū with almost no land to live on with Pokuru. [22] In the Kakepuku case it was noted that the Ngāti Paretekawa rangatira Tukorehu Waraki lived at Pitoritori in Pokuru and that Tupōtahi lived at Pokuru.[23] The Kakepuku Maunga was highly prised to Ngāti Paretekawa and Rewi Maniapoto had made it clear that the maunga should be preserved in perpetuity. [24]

ii. Ngāti Paretekawa also claimed customary interests within the Korakonui and Kaipiha blocks, but were given no awards whatsoever.[25]

iii. Within the whole area that Ngāti Paretekawa claimed interests from Kawhia harbour to Wharepuhunga the hapū was only awarded: [26]

- 125 acres (along with Ngāti Te Kanawa) in Te Akau Block.

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[19] To be supported by tangata whenua evidence

[20] To be supported by tangata whenua evidence; Husbands & Mitchell, #A79, p166; Berghan, #A60, pp 822-23; Otorohanga MB 16, p56, 133

[21] To be supported by tangata whenua evidence; Berghan, #A60, p204

[22] To be supported by tangata whenua evidence

[23] To be supported by tangata whenua evidence; Berghan, #A60, pp 199, 200

[24] To be supported by tangata whenua evidence; Belgrave *et al*, #A76, p221

[25] To be supported by tangata whenua evidence; Husbands & Mitchell, #A79, p133

[26] To be supported by tangata whenua evidence

- 4,446 acres in the Hauturu West No 2 block to the hapū of Ngāti Paretekawa, Ngāti Ngutu, Ngāti Rangi, Ngāti Parekahuki, Ngāti Riuaroa, Ngāti Waiti, Ngāti Hura, Ngāti Waiharoto, Ngāti Peehi, and to Ngāti Urumumia.
- 600 acres to four Ngāti Paretekawa Rangatira being the Kahakaharoa block; and,
- Some hapū individuals received various small shares in the Wharepuhunga, Tokanui, and Rangitoto blocks.

35. The Crown established the Native Land Court, which fostered debt and various indirect costs, most often to be repaid in land, arising out of substantial court costs and associated direct and indirect costs such as interpreters and legal fees, food supplies, accommodation costs and time spend away from cultivations. [27]

Particulars

(i) Ngāti Paretekawa individuals were forced to engage in the Native Land Court process or risk the maintenance of their ownership of their lands.[28]

(ii) Ngāti Paretekawa individuals were forced to pay Court costs of up to £1 per day. [29]

(iii) The available sources show evidence of high costs of travel and accommodation and scarcity of provisions at the Court imposing burdens on groups attending and provoking complaints. [30]

(iv) Ngāti Paretekawa Rangatira were obliged to spend around five weeks in Otorohanga progressing their competing claims to the ownership of

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[27] To be supported by tangata whenua evidence; Husbands & Mitchell, #A79, pp 1-3

[28] Husbands & Mitchell, #A79, p529

[29] Husbands & Mitchell, #A79, p529

[30] Husbands & Mitchell, #A79, p530

the Kakepuku and Pokuru blocks. The case consumed a total of 28 hearing days plus an additional four days '*devoted to the inspection of marks & boundaries upon the land'*. [31]

(v) The costs were usually paid by selling lands of the owners or the costs at least caused a pressure to sell lands. There was no possibility of Māori selling land on the open market to pay for such costs. Instead they were obliged to alienate to the Crown at prices set by the Crown.[32]

36. The Crown forced Ngāti Paretekawa to pay survey costs associated with customary title investigations or partitions whether or not Ngāti Paretekawa wished to have their lands surveyed. Such costs were invariably repaid in land. [33]

Particulars

(i) The most substantial cost arising out of the Native Land Court process within Te Rohe Pōtae was the survey costs – these were unavoidable.[34]

(ii) Native Land Court imposed survey liens that had the effect of a mortgage on the land in favour of the surveyor and interest was payable at five percent per annum.[35]

(iii) Altogether, more than of £22,395 in survey charges was levied upon land within the boundaries of the Aotea-Rohe Pōae block (including Wharepuhunga) between 1892 and 1907. Within the Te Rohe Potae Inquiry district as a whole (excluding extension areas) the sum total of survey charges levied by the Native Land Court prior to 1907 amounted

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[31] Husbands & Mitchell, #A79, p166

[32] To be supported by tangata whenua evidence; Husbands & Mitchell, #A79, pp 247, 529; Boulton, #A67, p428

[33] To be supported by tangata whenua evidence; Husbands & Mitchell, #A79, pp 1-3

[34] Husbands & Mitchell, #A79, p529

[35] Native Land Court Act 1886

to a minimum of £23,728.[36]

(iv) The Crown made no contribution to the payment of the survey costs, except in relation to liens over land purchased by the Crown or in writing off amounts of debts, and despite the public interest from surveys linked to the national triangulation system and arising out of land settlement.[37]

(v) The Crown was not prepared to let Māori pay survey liens in "dribs and drabs", but was quite willing to accept land in lieu payment in "dribs and drabs". [38]

(vi) The liens were usually paid by selling lands of the owners or the liens at least caused a pressure to sell lands. There was no possibility of Māori selling land on the open market to pay for survey costs. Instead they were obliged to alienate to the Crown at prices set by the Crown.[39]

(i) As a whole, the various iwi of Te Rohe Pōtae lost around 91,000 acres as payment in lieu of survey costs. [40]

(ii) In the Hauturu West 2A Sections 1 to 4, Ngāti Paretekawa Rangatira paid about £10 in cash to meet the survey liens. [41]

(vii) In 1899 Ngāti Paretekawa and other owners of the Hauturu West 2 Block gave land to the Crown in lieu of the survey liens against the block. In that case the Crown purchased 418 acres out of the total 1,980 acres of the block, but were awarded a further 220 acres in lieu of survey costs. The amount of land taken to pay for the liens was

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[36] Husbands & Mitchell, #A79, p529

[37] Waitangi Tribunal, *Hauraki Report*, 2006, p780

[38] Hearn, #A73, p98

[39] To be supported by tangata whenua evidence; Husbands & Mitchell, #A79, pp 247, 529; Boulton, #A67, p428

[40] Husbands & Mitchell, #A79, p536

[41] Husbands & Mitchell, #A79, p350

equal to around 14% of the remaining lands lands on the non-sellers.[42]

3.7 Crown purchase policy and practice

37. The Crown pursued policies and practices specifically designed to undermine Ngāti Paretekawa chiefly authority, and Māori customary law, over Ngāti Paretekawa lands in order to facilitate the Crown acquisition of Ngāti Paretekawa lands.

38. The Crown land purchase negotiations and transactions for Ngāti Paretekawa lands included sharp and unfair practices.

39. The Crown conducted and concluded land purchases of Ngāti Paretekawa shares prior to the determination of the actual share in the block by the Native Land Court.

40. The Crown enacted legislation and promulgated orders and proclamations that prohibited the alienation of Ngāti Paretekawa lands to anyone but the Crown.

Particulars

(i) In the case of the Wharepuhunga block, of 135,000 acres and with 991 owners, the Crown purchased the majority of the shares of Ngāti Paretekawa individuals even before their relative shares had been determined by the Native Land Court. Ngāti Paretekawa rangatira dod not agree with the Native Land Court's subsequent determination that those shares were only ¼ shares.[43]

(ii) The Crown aggressively sought to purchase individual shares of owners in the Rangitoto Block from the 1890s such that most, if not all, of the individual interests of Ngāti Paretekawa persons have been

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[42] Husbands & Mitchell, #A79, pp 354, 359

[43] Berghan, #A60, pp 1232, 1234; Husbands & Mitchell, #A79, pp 215, 220, 237

alienated to the Crown.[44]

(iii) In 1907 the Crown carried out aggressive land purchasing of Ngāti Paretekawa land interests within the Tokanui block.[45]

3.8 Breaches relating to the Māori Affairs Amendment Act 1967

41. The Crown enacted the Māori Affairs Amendment Act 1967 which compulsorily converted certain Māori Freehold land into General title and thereby making the land easier to alienate.

Particulars

i. The Māori Affairs Amendment Act 1967 provided for the "Europeanisation" of certain Māori Freehold lands. Under the Act there would be a compulsory change of status of Māori Freehold lands, where a block had four or less owners, and this was without consultation with nor permission from, the Māori owners. [46]

ii. The Māori Affairs Amendment Act 1967 was designed to make it easier for Māori Freehold land that had been "Europeanised" to be alienated.[47]

iii. A number of the Te Iakau Blocks held by Ngāti Paretekawa individuals were "Europeanised" between 1968 and 1973:[48]

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[44] To be supported by tangata whenua evidence

[45] To be supported by tangata whenua evidence; Alexander, #A63, pp 627-628

[46] Bassett and Kay, #A75, p415

[47] Bassett and Kay, #A75, p415

[48] Berghan, #A60, p177; To be supported by tangata whenua evidence

Block	"Europeanised" lands (approx. acres)
Te Iakau B2A	0:2:00
Te Iakau B2B1	0:2:00
Te Iakau B2B2	20:0:25

iv. Most of the "Europeanised" Te Iakau Blocks land have been alienated.[49]

3.9 Public Works takings

42. The Crown unfairly made a compulsory acquisition of Ngāti Paretekawa land interests within the Tokanui block for the Waikeria Prison and the Tokanui Mental Hospital.

Particulars

i. Neither the Tokanui mental hospital nor the Waikeria Prison (reformatory farm) needed to be located at Tokanui.[50]

ii. In choosing Tokanui as the site, it demonstrated an insensitivity to the circumstances of Ngāti Paretekawa owners whose land it was, as these people had already been doubly-affected, by raupatu in the 1860s, and by aggressive land purchasing in 1907.[51]

iii. When this was brought to its attention by objections to the taking, the Crown compounded its insensitivity by refusing to deviate from its intentions, making only minor adjustments to the area to be taken. The

[49] To be supported by tangata whenua evidence

[50] To be supported by tangata whenua evidence; Alexander, #A63, pp 627-628

[51] To be supported by tangata whenua evidence; Alexander, #A63, pp 627-628

loss of nearly 3500 acres in one bite would have had a major impact on the local Maori community. [52]

iv. When determining compensation, the rich Maori history of the land, and its importance to its Maori owners as a source of traditional foods, was accorded no value whatsoever. [53]

v. The Crown narrowly interpreted what constituted compensation and this worked to the disadvantage of the Ngāti Paretekawa owners. [54]

vi. When discussing the taking with the owners, at the objections stage, the Crown had promised to protect two burial places on the land to be taken. Within 15 years only one of the burial places could be located; the location of the other site had been ploughed up, and it could no longer be identified. [55]

43. The Crown has failed to return the Tokanui block lands beneath the Waikeria Prison and the Tokanui Mental Hospital to Ngāti Paretekawa once those lands were no longer needed for the purposed for which they were taken.

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[52] To be supported by tangata whenua evidence; Alexander, #A63, pp 627-628

[53] To be supported by tangata whenua evidence; Alexander, #A63, pp 627-628

[54] To be supported by tangata whenua evidence; Alexander, #A63, pp 627-628

[55] To be supported by tangata whenua evidence; Alexander, #A63, pp 627-628

Particulars

i. It became apparent soon after the taking that the Crown had extravagantly taken considerably more land than it needed for the Tokanui Mental Hospital. This was overcome not by returning land to its former Ngāti Paretekawa owners, but by allocating the unused land to an alternative public use, or by selling it to local European farmers. [56]

ii. Without discussing the matter with the Claimants, the Crown appears to have included the Waikeria Prison and the Tokanui Hospital lands within a Deferred Selection Property process set out in the CNI Deed of Settlement of 25 June 2008.[57]

iii. The Crown does not appear to have treated Ngāti Paretekawa as an "*Other CNI Claimant*" in terms of clause 8.2.1 (a) of the CNI Deed of Settlement of 25 June 2008 in relation to Deferred Selection Properties under the CNI settlement. [58]

iv. The Crown has not discussed the matter of the Waikeria Prison lands nor the former Tokanui Hospital lands with the Claimants nor kept the Clamants properly advised of Treaty settlement developments in relation to the property.[59]

44. The Crown took lands from Ngāti Paretekawa for roads public works without payment of compensation.

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[56] To be supported by tangata whenua evidence

[57] To be supported by tangata whenua evidence; Alexander, #A63, pp 627-628

[58] To be supported by tangata whenua evidence; Alexander, #A63, pp 627-628

[59] To be supported by tangata whenua evidence; Alexander, #A63, pp 627-628

Particulars

i. The Crown enacted legislation that allowed for the taking of Māori lands for roads without compensation. [60]

ii. The Crown took around 28 acres from the Hauturu West 2B Block and 10 acres form the Hauturu West 2s1 block for roads under the "five percent" provision without compensation.[61]

iii. The Crown took around 1 acre without compensation from the Hauturu West G2s2B2 after the District Māori Land Board laid off a road. [62]

3.10 Socio-Economic Detriment

45. The Crown has failed to provide adequate schooling, health services, roading, housing, and employment initiatives for Ngāti Paretekawa to the detriment of the hapū's socio-economic position. The Crown's failure to deliver such entitlements has forced many Ngāti Paretekawa people to move away from their ancestral lands. [63]

46. The Crown adopted and effected various policies, actions, and practices relating to, or affecting, Ngāti Paretekawa people and their customary lands which had negative impacts upon their economic and social circumstances. [64]

47. The Crown has failed to support, recognise and provide for the development rights of Ngāti Paretekawa in their lands, resources, and other taonga. [65]

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[60] Alexander #A63, p112

[61] Alexander #A63, p124; #A63(a)

[62] Alexander #A63, p150; #A63(a)

[63] To be supported by tangata whenua evidence; Alexander, #A63, pp 627-628

[64] To be supported by tangata whenua evidence; Alexander, #A63, pp 627-628

[65] To be supported by tangata whenua evidence; Alexander, #A63, pp 627-628

3.11 Rewi's Reserve

48. The Crown has failed to properly support Ngāti Paretekawa in their management of Rewi Maniapoto's reserve.

Particulars

i. Rewi Maniapoto was of Ngāti Paretekawa. He adopted the name Rewi while at the Church Mission Society at Te Kōpua. The name reflected "Leviticus" or "Rewitikuha", but his earlier name was "Manga".[66]

ii. A Crown grant for Allotment 112 of the Township of Kihikihi was issued to Rewi Maniapoto in March 1881. The area of land included in the grant was approximately 1 acre 0 roods 28 perches.[67]

iii. In June 1912, representatives of Ngāti Maniapoto wrote to Sir James Carroll regarding Lot 112, Township of Kihikihi, which was the site of house built by the government for Rewi Maniapoto:[68]

> *In accordance with the arrangements entered into between Governor Grey and Rewi at Waitara, it was decided to plant the tree of lasting peace, as between the two races, at Kihikihi, so that both races might equally eat of its fruits. To cement that decision a Kihikihi town acre was given to Rewi and a House of Assembly, denominated the central pillar, was built thereon, for the chiefs of both races. All of which resulted in the hands of the Pākehā being withdrawn from the head of the Māori; and the hand of the Māori being withdrawn from the head of the Pākehā.*

iv. The Crown built a house for Rewi Maniapoto on the Kihikihi lot and provided furniture all for £1,000. The government later agreed to pay £40 per year to a caretaker nominated by Rewi Maniapoto.[69]

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[66] To be supported by tangata whenua evidence; Belgrave *et al*, #A76, p239; Ngā Kōrero Tuku Ihu o Te Rohe Pōtae, 1st Oral Traditions Hui, Te Kotahitanga Marae, Ōtorohanga, 1 & 2 March 2010, #4.1.1, p49, Kōrero of Sonny Te Whiwhi Maniapoto

[67] To be supported by tangata whenua evidence; Ngā Kōrero Tuku Ihu o Te Rohe Pōtae, 1st Oral Traditions Hui, Te Kotahitanga Marae, Ōtorohanga, 1 & 2 March 2010, #4.1.1, p13, Kōrero of Rovina Maniapoto

[68] To be supported by tangata whenua evidence; Belgrave *et al*, #A76, p239

[69] To be supported by tangata whenua evidence; Belgrave *et al*, #A76, p239

v. Cowan stated at some time in the 1920s that the "house was built about 1881 as a gift to the chief Rewi Maniapoto from the Government, in order to cement the peace-making with the Kingites".[70]

vi. Tawhiao and his entourage stayed at the house during the meeting at Hikurangi in 1882.[71]

vii. In April 1891 Rewi Maniapoto wrote the Crown seeking an amendment to the original grant and trust for the land as his daughter had passed away without issue. He followed the letter up with a petition as he wanted his wife to inherit the property. However the Native Minister did not wish to provide any more than a life interest to his wife. 72 Again, around 25 September 1893 Rewi Maniapoto made a further request to amend the grant.[73]

viii. The Crown had not resolved the problem by the time of Rewi Maniapoto's death in 1994.[74] Rewi Maniapoto was then buried on the site and a memorial placed there. The house subsequently went to ruin, but remained occupied by Rewi Maniapoto's wife for some years and then for some time, Te Heuheu, until the house was left unoccupied.[75]

ix. In 6 August 1911 a petition from Ngāti Maniapoto and other iwi sought to have the property transferred to a new trust. Section 15 of the Native Land Claims Adjustment Act 1911 finally dealt with the property and vested it in the Maniapoto-Tuwharetoa Māori Land Board. The statute

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[70] To be supported by tangata whenua evidence; Belgrave *et al*, #A76, p257

[71] To be supported by tangata whenua evidence; Belgrave *et al*, #A76, p243

[72] To be supported by tangata whenua evidence; Belgrave *et al*, #A76, p243

[73] To be supported by tangata whenua evidence; Belgrave *et al*, #A76, p244

[74] To be supported by tangata whenua evidence; Belgrave *et al*, #A76, p246

[75] To be supported by tangata whenua evidence; Belgrave *et al*, #A76, p246

required that '*the interests of the Ngātimaniapoto Tribe and the Native race generally being paramount'*. The terms of the trust were never issued by the governor.[76]

x. In 1912, Raureti Te Huia wrote to the new Native Minister to ask for a new title to be issued for the land. He wanted it to be managed by representatives of Raukawa, Ngāti Maniapoto and Ngāti Tuwharetoa who would be responsible for raising money from the three iwi and maintaining the house and the memorial.[77]

xi. In early 1915, Raureti Te Huia and other petitioned the Native Minister and the House of Representatives to have the administration of the site modified. Judge Holland, the new president of the board, visited the property with Mrs W.H. Grace in August 1915 and found the house in a very dilapidated state. A deputation led by Te Heuheu Tukino and joined by Raureti Te Huia and Te Rohu Manga (Rewi's widow) met with Maui Pomare in September 1919 to discuss the property and request the appointment of a committee to manage it.[78]

xii. The house was sold for £50, but nothing further was done with the property or in terms of its management for a number of years until s53 of the Native Land Amendment and Native Land Claims Adjustment Act 1929 was enacted to establish a body corporate to manage the property. The land was vested in a body corporate under Part XVII of the Native Land Act 1909. This entity effectively operated under the same provisions as a Māori land incorporation. The body corporate was to be known as the 'Rewi Maniapoto Memorial Committee'. Two years later, Raureti Te Huia asked for government assistance to construct a meeting house on the site but his request for £300 was

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[76] To be supported by tangata whenua evidence; Belgrave *et al*, #A76, pp 253-254

[77] To be supported by tangata whenua evidence; Belgrave *et al*, #A76, pp 254

[78] To be supported by tangata whenua evidence; Belgrave *et al*, #A76, p256

rejected. He was not happy with the committee as it had failed to properly look after the land.[79]

xiii. Through the 1920s to 1960s the Committee struggled to keep the property tidy. In the late 1960s there was a proposal to lease part of the site for commercial purposes, but the Māori Land Court considered there was no power to make such an order. A new committee was appointed in 1986.[80]

xiv. In January 2009, the Māori Land Court issued an order under s 131 of Te Ture Whenua Māori Act 1993 declared the status of the land to be Māori freehold land to permit registration of the Māori Land Court title on the land transfer register. [81]

3.12 Ngā Taonga tuku iho o Ngāti Paretekawa - Te Reo me ngā Tikanga

49. The Crown through various educational policies has failed to actively protect Te Reo Māori for Ngāti Paretekawa individuals, and their tikanga, kawa, ritenga, waiata, whakapapa and other taonga which are the collective manifestation of the unique identity of Ngāti Paretekawa. [82]

50. The Crown pursued assimilationist policies in education resulting in the near extinction of Te Reo Māori and tikanga. [83]

51. The Crown prohibited the use of Te Reo Māori in schools thereby derogating the right of Ngāti Paretekawa to maintain and develop their language, culture and customs. [84]

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[79] To be supported by tangata whenua evidence; Belgrave *et al*, #A76, p262

[80] To be supported by tangata whenua evidence; Belgrave *et al*, #A76, pp 265-274

[81] To be supported by tangata whenua evidence; Belgrave *et al*, #A76, p276

[82] To be supported by tangata whenua evidence

[83] To be supported by tangata whenua evidence

[84] To be supported by tangata whenua evidence

52. The Crown took the process of education out of the hands of Māori and Māori elders. Schooling was ultimately a means by which the tino rangatiratanga of Māori was undermined. The Māori world view, language and culture were displaced by the economic and social world view of the order promoted by the Crown. [85]

53. The Crown failed to preserve Ngāti Paretekawa tikanga and to ensure Ngāti Paretekawa retain full exclusive and undisturbed possession of their taonga. [86]

Particulars

i. Ngāti Paretekawa consider that a painting of Rewi Maniapoto at Pirongia by J Gault and dated 1885 is a hapū taonga. [87]

ii. Between about June 1933 and 1939 the painting was the subject of litigation before the Māori Land Court to determine its title. From the 1960s the painting was lost and it is possible that it was sold at an auction in July 2008. [88]

54. The Crown failed protect and to provide for the practice of Ngāti Paretekawa religion and tikanga. [89]

55. The Crown has failed to properly protect the wāhi tapu of Ngāti Paretekawa or to support Ngāti Paretekawa to protect their wāhi tapu.

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[85] To be supported by tangata whenua evidence

[86] To be supported by tangata whenua evidence

[87] To be supported by tangata whenua evidence; Belgrave *et al*, #A76, p278

[88] To be supported by tangata whenua evidence; Belgrave *et al*, #A76, pp 277-284

[89] To be supported by tangata whenua evidence

Particulars

i. Ngāti Paretekawa has struggled to have their wāhi tapu protected by Crown agencies tasked with such purpose. [90]

ii. Ngāti Paretekawa do not consider that the Crown, or the Crown's agents, have done enough to assist with the protection of Rewi's memorial, Hui Te Rangiora, Orākau, or various of the other special sites of Ngāti Paretekawa.

3.13 Environment

56. The Crown has failed to protect against the depletion and pollution of the lands, waterways, waters (including groundwaters), environments, resources, and other taonga of Ngāti Paretekawa. [91]

57. The Crown has usurped Ngāti Paretekawa te tino rangatiratanga over their rivers and waterways, and waters (including groundwater) within their customary lands and has failed to adequately provide for or recognise their role as kaitiaki over such rivers, waterways, and waters. [92]

58. The Crown has failed to adequately protect and provide for the exercise by Ngāti Paretekawa of non-commercial customary fishing and the Māori customary tuna fisheries in their rivers and waterways. [93]

59. The Crown has failed to protect the physical and spiritual health of the rivers and waterways of Ngāti Paretekawa. [94]

60. The Crown failed to establish environmental protection mechanisms to preserve the awa, wai and whenua of Ngāti Paretekawa thereby eroding the

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[90] To be supported by tangata whenua evidence

[91] To be supported by tangata whenua evidence

[92] To be supported by tangata whenua evidence

[93] To be supported by tangata whenua evidence

[94] To be supported by tangata whenua evidence

kaitiaki responsibilities of the hapū and damaging their taonga and their ability to provide for their present and future needs. [95]

3.14 Local Government

61. The Crown established local government throughout the colony and delegated authority to local government in breach of Ngāti Paretekawa tino rangatiratanga and without consultation with the hapū.

62. The Crown enacted various local government statutes to effect the establishment and powers of local government.

63. The Crown failed to ensure that local authorities established a relationship with Ngāti Paretekawa that was consistent with the Treaty and its principles.[96]

64. The Crown failed to ensure Ngāti Paretekawa has had adequate representation and participation in decision-making in local government.[97]

65. The Crown passed legislation the Local Electoral Act 2001 and the Local Government Act 2002 and delegated its responsibility to ensure Ngāti Paretekawa representation and participation in local government. [98]

66. The Crown failed to ensure that local authorities, or other such bodies acting as agents of the Crown, protected water quality, wāhi tapu and places of cultural importance in Ngāti Paretekawa's rohe.

67. The Crown failed to ensure that the system of local government facilitate and served the interests of Ngāti Paretekawa as part of its wider constituency.[99]

68. The Crown enacted the Resource Management Act 1991 which does not provide for nor protect the rangātiratanga of, and Kaitiaki responsibilities of,

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[95] To be supported by tangata whenua evidence

[96] Luiten, #A24, p349

[97] Luiten, #A24, pp 347, 350

[98] Luiten, #A24, p349

[99] Luiten, #A24, p412

Ngāti Paretekawa over their lands, forests, fisheries, waters, wāhi tapu, waterways, and other taonga.

3.15 Early Transactions – Pre-Raupatu

69. The Crown failed to properly ascertain the actual intentions or understandings of Ngāti Paretekawa, and others, in early 1840-1850 land transactions relating to Te Awamutu and Waipa region.

70. During the 1840s and 1850s the Crown purported to purchase lands in Te Awamutu and the Waipa region, but without due inquiry into who were the appropriate holders of customary interests.

Particulars

i. The Crown and various parties appear to have concluded the following transactions among others:

- Awamutu Pā Transaction, 12 July 1850; [100]
- Te Tomo Transaction, 13 July 1855;[101]
- Paiaka Transaction, 16 July 1855;[102]
- Te Taruna Transaction, 25 April 1856;[103]
- Rangi-A-Whia Transaction, 2 January 1854 - this was a gift to Crown for a for a School for education of children and the objects of the Roman Catholic Church;[104] and,

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[100] Deed 405C

[101] Deed 411

[102] Deed 412

[103] Deed 413

[104] Deed 4

- Karanga-Pau-Hau Transaction, 29 January 1857 – this was a gift of land to the Crown "*upon Trust To Grant the said land under Bishop of the Catholic Church and to the Bishops who may succeed him, to be held as the site of a Church for Christians, Professing the forms of worship of the Catholic Church*". [105]

ii. The Compensation Court set aside 4,227 acres were for missionary and other claims. The settlement of missionary and other old land claims from early European settlers took up 1669 acres of the lands granted to non-Māori. [106]

iii. Certain of the above transactions appear to have been recognized or confirmed following the confiscation and were alienated from out of the lands of Ngāti Paretekawa. [107]

3.16 Matters raised in the Petition of Raureti te Huia 15/1947

Background facts

i. On 31 March 1947 Raureti Te Huia and Raureti Te Huia and 75 others petitioned Parliament on behalf of Ngāti Paretekawa and Ngāti Ngutu requesting an inquiry into various confiscated lands within the Mangapiko and Puniu parishes, and others within the Kihikihi township.[108]

ii. The petition included 8 allegations:[109]

- Paragraph 1 related to the 173 acre Otawhao lands and a grievance in relation to an endowment of lands for education;

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[105] Deed 8

[106] O'Malley, #A22, pp 416, 444

[107] To be supported by tangata whenua evidence

[108] O'Malley, #A22, p817; see AJHR, 1950, G-6

[109] To be supported by tangata whenua evidence, Petition of Raureti Te Huia and 75 others, 31 March 1947, 15/1947

- Paragraph 2 related to the 870 acre Moewha lands and a grievance in relation to an endowment of lands for education;
- Paragraph 3 related to various lots in the Mangapiko Parish and alleged the lands were confiscated, but returned to the wrong hapū;
- Paragraph 4 related to various lots in the Mangapiko Parish and alleged the lands were confiscated and returned to Māori, but subsequently were sold by the Crown to Europeans;
- Paragraph 5 related to various lots in the Puniu Parish and alleged the lands were confiscated, but returned to the wrong hapū;
- Paragraph 6 related to various lots in the Puniu Parish and alleged the lands were confiscated and returned to Māori, but subsequently were sold by the Crown to Europeans;
- Paragraph 7 related to various lots in the Town of Kihikihi and alleged the lands were confiscated and returned to Māori, but subsequently were sold by the Crown to Europeans;
- Paragraph 8 was a general claim to pick up all other similar blocks within the region.

iii. The petition was put before the Native Land Court for investigation, but the Court ruled that it could not inquire into the parts of the petition that alleged the Compensation Court had granted lands to the wrong iwi. The Court's ruling was on the basis that the Waikato-Maniapoto Maori Claims Settlement Act 1946 barred the Court from considering the merits of the petition.[110]

iv. Paragraphs 1 and 2 of the Petition were therefore reported on by Judge Beechey. The hearing was held in Te Awamutu through 1948 and

[110] O'Malley, #A22, p817; Sarich, #A29, p277

1949. Mr R Tripe and Mr Wilfred J Sim KC (the son of Sir William Sim who had led the "Sim Commission" inquiry into the Raupatu issues in 1946) appeared for the New Zealand Mission Trust Board, the Waikato Diocesan Trust Board, and the Auckland Diocesan Trust Board on behalf of the Church of England. Raureti Te Huia had some assistance preparing his case by legal counsel, but was unable to afford representation at the hearing and appeared in his own right.[111]

71. The Crown set aside lands for Māori within the confiscation district, but after they were not unoccupied the Crown later sold them to Europeans.

Particulars

i. At some time after the confiscation, the Compensation Court made grants in favour of various Māori in the Mangapiko and Puniu Parishes. Some of these lands were not occupied and the matter came before the Native Land Court in around 1910 for determination. The Court ruled that the lands were no longer occupied by Māori and were not required by them for residential purposes and as a consequence of which they could be discharged from reservation and opened up for selection. The lands were sold to Europeans around 1915.[112]

ii. The petition of Raureti Te Huia identified the lands that were confiscated and returned to Māori, but once the lands were not occupied they subsequently were sold by the Crown to Europeans:[113]

- Mangapiko Parish lots 338, 339, 341A, 342, 343, 324, 325, 316, 398, 205, 209, and 231;

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[111] To be supported by tangata whenua evidence, Petition of Raureti Te Huia and 75 others, 31 March 1947, 15/1947

[112] O'Malley, #A22, p817; Sarich, #A29, pp 265, 277; Innis, #A30, pp 182-185

[113] To be supported by tangata whenua evidence, Petition of Raureti Te Huia and 75 others, 31 March 1947, 15/1947

- Puniu Parish lots 131, 135, 136, 73, 68, 79, 80, 81, 113, 117, 119, 120, 695, 99, 151, and 69; and,
- Town of Kihikihi lots 180, 173, and 174 (Huiterangiora and Turata).

72. The Crown failed to ensure that Ngāti Paretekawa and Ngāti Ngutu received the benefits of the Otawhao and Moeawha education Trusts and that the lands remained protected and held in trust for Māori.

Particulars

i. The first Church of England Missionaries came to the Waipa region around 1834. The Reverend John Morgan came with his wife Maria to Te Awamutu to work as missionaries on about February 1841. Reverend Morgan established a school at Otawhao in Te Awamutu. The Morgans remained at Otawhao under the protection and support of the local iwi, including Ngāti Paretekawa.

ii. A Deed, dated 26 March 1850, purported to transfer 173 acres (or possibly 184 acres) of the land around the Otawhao Church Mission Station to the Crown in consideration of goods and cash provided by the Reverend Morgan and partly by way of a free gift.[114] This land became known as the "Teasdale Settlement" or "Otawhao". On 15 October 1850 the land was granted to the Church Missionary Society "*upon trust to permit the same to be used and occupied by the said Church Missionary Society in and as a mission station, or as a site for a place of worship, or for schools, or in other like manner for purposes connected with the religious and moral instruction of our subjects inhabiting these islands, and of other persons being children or poor and destitute people inhabiting any islands in the Pacific Ocean*". From about 1863 the Mission station and school were abandoned.

[114] Deed 405A

iii. Ngāti Paretekawa do not accept that the Otawhao land was validly transferred to the Crown before being granted upon trust to the Church Missionary Society. [115] If the lands were in fact transferred to the Crown, then Ngāti Paretekawa consider that the local hapū were key beneficiaries of that trust.[116]

iv. On or about 10 July 1850 certain Māori purported to transfer for £2.10s the Moeawha lands, of about 870 acres, to the Crown.[117] This was the Moeawha block. A Deed of Trust of 29 October 1853 in relation to the block began by noting that "*Schools have been Established under the superintendance of the Bishop of New Zealand for the Education of childrens of Our subject of both races* […]". The Deed of Trust went on grant the Moeawha block in trust to the Bishop of New Zealand "*for the use or towards the support and maintenance of the said School so long as religious Education industrial training and instruction in the English Language, Shall be given to youth educated there-in and maintained there-at, in testimony where-of we have caused this our grant* […]". [118]

v. The Moeawha block never held a school, but was close to the Otawhao block and the Reverend Morgan's school. The Moeawha block ended up being leased for income and "*The purposes of the trust have been carried out by the maintenance of boys from the Waikato at St Stephen's School, Parnell"*. [119]

vi. From the time that the Otawhao school was closed the Otawhao block was also leased and the income was put to the "*maintenance of clergy*

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[115] To be supported by tangata whenua evidence, Petition of Raureti Te Huia and 75 others, 31 March 1947, 15/1947

[116] To be supported by tangata whenua evidence, Petition of Raureti Te Huia and 75 others, 31 March 1947, 15/1947

[117] Deed 405B

[118] Deed Auckland Vol1,9.0/11, Governor Grey

[119] *Report of the Royal Commission on the Porirua, Otaki, Waikato, Kaikokirikiri and Motueka School Trusts*, 1905, AJHR, G-5, p192; *New Zealand Herald*, February 1949, p8; To be supported by tangata whenua evidence; Petition of Raureti Te Huia and 75 others, 31 March 1947, 15/1947

of the Native race; since then in the education of Maori candidates for the ministry of the Church of England at a theological college near Gisborne".[120]

vii. In about 1905 the trusts at Moeawha and Otawhao were the subject of a Royal Commission of Inquiry to determine whether the trusts had been carried out. The Commission found that the Moeawha trust was not strictly carried out since the closing of the local school, but that the spirit of the trust was followed. [121]

viii. The Royal Commission was provided with a proposal from Waikato Māori for the future administration of the Moeawha land along with other of the endowed lands of Waikato. However the Commissioners found the proposal "too visionary a character to be seriously entertained". The Commissioners however considered that the trust should include Waikato Māori within its membership.[122]

ix. In relation to the Otawhao land the Commissioners considered that the trustees were acting within the spirit of the trust by expending the trust income on theological education for Māori in Gisborne. [123]

x. Following the Commission of Inquiry the Crown took the Otawhao block for closer settlement, except for 5 acres for a church, and the land became the Teasdale Settlement of Te Awamutu. The New Zealand Mission Trust received £5,000 and was using the funds to support the

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[120] *Report of the Royal Commission on the Porirua, Otaki, Waikato, Kaikokirikiri and Motueka School Trusts*, 1905, AJHR, G-5, p.x; To be supported by tangata whenua evidence, Petition of Raureti Te Huia and 75 others, 31 March 1947, 15/1947

[121] *Report of the Royal Commission on the Porirua, Otaki, Waikato, Kaikokirikiri and Motueka School Trusts*, 1905, AJHR, G-5, p.ix; To be supported by tangata whenua evidence, Petition of Raureti Te Huia and 75 others, 31 March 1947, 15/1947

[122] *Report of the Royal Commission on the Porirua, Otaki, Waikato, Kaikokirikiri and Motueka School Trusts*, 1905, AJHR, G-5, p.x

[123] *Report of the Royal Commission on the Porirua, Otaki, Waikato, Kaikokirikiri and Motueka School Trusts*, 1905, AJHR, G-5, p.x

Māori Mission.[124] The income from the Moeawha block was being used to support Māori students attending St Stephens and other schools. [125]

xi. The petition of Raureti Te Huia complained that the trusts were expending money on Māori other than the local Ngāti Paretekawa and Ngāti Ngutu. He sought half of the income from both trusts for the use of the local hapū. [126]

xii. The Claimants understand that the Moeawha block, as with the Otawhao block, was eventually sold and that the funds were used in the construction and purchase of the St Stephens School in South Auckland. The Claimants understand that the funds from the sale of the Otawhao block remain in the Māori mission. [127]

xiii. The Claimants consider that the trusts in favour of the Otawhao and Moeawha blocks should have been for the benefit of the local hapū and in particular Ngāti Paretekawa. [128]

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[124] To be supported by tangata whenua evidence, Petition of Raureti Te Huia and 75 others, 31 March 1947, 15/1947

[125] To be supported by tangata whenua evidence, Petition of Raureti Te Huia and 75 others, 31 March 1947, 15/1947

[126] To be supported by tangata whenua evidence, Petition of Raureti Te Huia and 75 others, 31 March 1947, 15/1947

[127] To be supported by tangata whenua evidence, Petition of Raureti Te Huia and 75 others, 31 March 1947, 15/1947

[128] To be supported by tangata whenua evidence, Petition of Raureti Te Huia and 75 others, 31 March 1947, 15/1947

4.0 The Prejudice

73. As a consequence of the Crown's breaches as set out in this Statement of Claim in Te Rohe Pōtae Inquiry District Ngāti Paretekawa has suffered and continues to suffer serious prejudicial effects including:

(a) The rapid alienation of the vast majority of their land base leaving the hapū virtually landless;

(b) As a continuing consequence of the landlessness of Ngāti Paretekawa, and the Crown's failure to remedy such, the hapū struggles, and in many cases is unable, to adequately function as tangata whenua, kaitiaki, ahi kaa, over their customary and traditional tribal estates or as an economic entity within the Te Rohe Pōtae region;

(c) The undermining of the relationship between Ngāti Paretekawa and the Kingitanga;

(d) The damage and undermining of the spiritual wellbeing of Ngāti Paretekawa hapū and individuals as a consequence of the waging of war and raupatu generally;

(e) The loss of mana and rangatiratanga and a consequential loss of economic, cultural and political autonomy;

(f) The loss of or damage to the complex customary systems of land tenure and resource rights;

(g) The marginalisation of Ngāti Paretekawa within their own ancestral lands;

(h) The loss of Ngāti Paretekawa life, taonga, and property;

(i) The disintegration and decay of Ngāti Paretekawa chiefly and hapū authority;

(j) The damage and desecration of Ngāti Paretekawa waahi tapu and taonga;

(k) The loss of access to, and customary knowledge of, fisheries, waters, and waterways;

(l) The loss of knowledge of, or vastly reduced practice of, customary religious practices and tikanga;

(m) The reduction of the use of te Reo Māori as a first language and the knowledge of hapū dialects; and,

(n) The impairment of, or damage to, the spirit, wairua, mana, and ihi of the hapū and its members.

5.0 The Relief

General Remedies Sought

74. That the prejudice as aforesaid was and remains such that Ngāti Paretekawa are entitled to immediate and substantial reparations such as to restore the mana and economic base of the Ngāti Paretekawa people.

75. The Claimants therefore request the Waitangi Tribunal to seek to help remove and diminish the prejudice suffered by making findings that the Crown has breached the principles of the Treaty of Waitangi as set out in this Statement of Claim and recommendations seeking:

    (a) The full restoration and acknowledgement of the mana of Ngāti Paretekawa over their customary hapū lands;

    (b) The return to Ngāti Paretekawa of all Crown lands including Department of Conservation and Conservation Stewardship lands within their customary hapū lands;

    (c) Pursuant to sections 8A to 8HJ of the Treaty of Waitangi Act 1975 the return to Ngāti Paretekawa of all State-owned Enterprise lands within their customary hapū territory, including any former State-enterprise land, subject to Section 27B of the State Owned Enterprises Act 1986;

    (d) Pursuant to sections 8A to 8HJ of the Treaty of Waitangi Act 1975 the return to Ngāti Paretekawa of all lands held by institutions under the Education Act 1989 within their customary hapū territory, including any such land no longer held by institutions but subject to Section 27B of the State Owned Enterprises Act 1986;

    (e) Pursuant to sections 8A to 8HJ of the Treaty of Waitangi Act 1975 the return to Ngāti Paretekawa of all lands vested under the New Zealand Railway Incorporation Restructuring Act 1989 within their customary hapū territory, or any interest in such land together with any improvements thereon;

(f) Pursuant to s8HB of the Treaty of Waitangi Act 1975 the return to Ngāti Paretekawa of all Crown Forest assets within the region (so that there can be a payment to Ngāti Paretekawa of all undispersed rentals held by the Crown Forestry Rental Trust pursuant to their Trust Deed) and the payment to Ngāti Paretekawa of the maximum level of compensation payable by virtue of the provisions of the First Schedule of the Crown Forest Assets Act 1989;

(g) The immediate recognition of Ngāti Paretekawa ownership of all rivers, lakes, waterways, waters (including groundwaters), minerals, and other resources currently claimed by the Crown within the customary hapū territory of Ngāti Paretekawa;

(h) An immediate apology on behalf of the Crown and its agents;

(i) Full and comprehensive monetary reparation;

(j) Full costs to the Claimants and Ngāti Paretekawa for the preparation and presentation of their claims and for the settlement of any redress; and,

(k) Such other relief as the Tribunal deems appropriate.

This Statement of Claim is filed by **DOMINIC GEORGE SUTHERLAND WILSON** Solicitor for the Claimants whose address for service is at the offices of Wackrow Williams & Davies Limited, Barristers and Solicitors, Level 14, 48 Emily Place,

Auckland 1.

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

a) Posted to the solicitor at PO Box 461, Auckland; or

b) Left for the solicitor at a Document Exchange for direction to DX CP20503; or

c) Transmitted to the solicitor by facsimile to (09) 377-6553

Dated, at Auckland, 9 December 2011

Dominic Wilson
Counsel for Ngāti Paretekawa