BEFORE THE WAITANGI TRIBUNAL
KEI MUA I TE ROOPU WHAKAMANA I
TE TIRITI O WAITANGI

WAI 1130
WAI 151
WAI 277
WAI 467
WAI 554

IN THE MATTER OF the Treaty of Waitangi Act 1975

AND

IN THE MATTER OF claims within the National Park Inquiry District - WAI 1130

AND

IN THE MATTER OF claims by **MARK TUMANAKO GRAY, ROBERT MATTHEW KORONIRIA GRAY, TONI JAMES DAVIS WAHO, THOMAS SHANE MAREIKURA, LULU TERESA BRIDER, RICHARD MANUATE PIRERE, COLIN RICHARDS** and **HUNE RAPANA,** for and on behalf of all uri of Rangituhia, Rangiteauria and Uenukumanawawiri of Ngāti Rangi - WAI 151, 277, 467 and 554

CONSOLIDATED STATEMENT OF CLAIM FOR NGĀTI RANGI DATED 22 JULY 2005

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MAY IT PLEASE THE TRIBUNAL

1. INTRODUCTION

Claimants

1.1 This statement of claim is filed on behalf of the following claimants:

(a) Matiu Marino Mareikura and James Richard Akapita (now deceased) and Mark Tumanako Gray, Robert Matthew Koroniria Gray and Toni James Davis Waho (the current named claimants for Wai 151);

(b) Matiu Marino Mareikura (now deceased) and Thomas Shane Mareikura and Lulu Theresa Brider (the current named claimants for Wai 277);

(c) Noel Akapita (now deceased) and Robert Matthew Koroniria Gray (the current named claimant for Wai 467); and

(d) Hune Rapana, Colin Richards and Richard Manuate Pirere (the named claimants for Wai 554).

1.2 The claimants claim for and on behalf of themselves and the uri of the three eponymous Ngāti Rangi tupuna - Rangituhia, Rangiteauria and Uenukumanawawiri who are the grandchildren of Paerangi-i-te-wharetoka, from whence the iwi of Ngāti Rangi takes its name.

Ngāti Rangi

1.3 This statement of claim consolidates and amends all previous statements of claim filed under Wai 151, Wai 277, Wai 467 and Wai 554.

1.4 The Ngāti Rangi lands over which they exercise mana motuhake, rangatiratanga and kaitiakitanga are currently split between three Waitangi Tribunal Inquiry Districts: National Park, Whanganui and Taihape. The National Park Inquiry is of huge significance to Ngāti Rangi, as it includes their tupuna maunga - Ruapehu.

1.5 The claimants note that the National Park inquiry boundaries do not purport to constitute the tribal boundaries of Ngāti Rangi or any other iwi, nor the extent of influence of mana motuhake or tino rangatiratanga of

any iwi or hapū, but is a boundary solely for the purposes of the Waitangi Tribunal National Park Inquiry District (Wai 1130).

1.6 Land blocks within the National Park inquiry district over which the descendants of the above mentioned Ngāti Rangi tupuna have interests, include:

(a) *Rangituhia* - Rangipō-Waiū, Rangipō North 8 and Rangiwāea-Tāpiri;

(b) *Rangiteauria* - Rangataua, Rangiwāea, Waiakake, Rangipō North 8 and Rangiwāea-Tāpiri; and

(c) *Uenukumanawawiri* - Raetihi, Rangataua, Urewera, Waiakake, Waimarino, Rangipō North 8 and Rangiwāea-Tāpiri.

2. THE TREATY OF WAITANGI

2.1 By the Treaty of Waitangi ("**the Treaty**") the Crown:

(a) confirmed and guaranteed to Ngāti Rangi as a collective group of whānau and hapū, the full exclusive and undisturbed authority and tino rangatiratanga for the protection and recognition of their customs and their lands, estates and fisheries and all their taonga (including cultural taonga); and

(b) promised, inter alia, to avoid adverse effects for Māori, ensure the performance of the guarantees referred to above and extend to Ngāti Rangi royal protection and imparted to them all the rights and privileges of British subjects.

2.2 By the Treaty, Ngāti Rangi:

(a) agreed with the Crown that others might enter Aotearoa and live and be supported there, subject to the full protection of Ngāti Rangi in terms of the Treaty; and

(b) agreed to the exercise by the Crown of governance, inter alia subject to and for the purpose of the guarantee.

2.3 By the guarantees given to it in the Treaty, the Crown is under a continuing obligation:

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

(b) to actively recognise and protect Ngāti Rangi 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 Ngāti Rangi by the Treaty;

(c) to act in good faith when dealing with Ngāti Rangi or Ngāti Rangi land, resources and other taonga (including cultural taonga); and

(d) to ensure that the impact upon Ngāti Rangi of government action and regulation is consistent with the terms and principles of the Treaty.

3. THE CLAIM

3.1 Ngāti Rangi substantially complied with their Treaty obligations by:

(a) Permitting and legitimating many other peoples to enter Aotearoa to share its benefits;

(b) Defending Aotearoa and its allies against common enemies;

(c) Agreeing to share resources for the sustenance of those who came; and

(d) Respecting the laws and governance of the Crown where consistent with the Treaty.

3.2 The Crown has consistently and repeatedly failed to adhere to the terms and principles of the Treaty by:

(a) Failing to recognise and protect Ngāti Rangi tino rangatiratanga and Ngāti Rangi laws, customs, lands, resources and other taonga (including cultural taonga);

(b) Failing to comprehend, recognise, protect and identify:

(i) the mana motuhake of Ngāti Rangi; and

(ii) the extent of Ngāti Rangi customary rights, whether of alienation, customary use, occupation and enjoyment or otherwise;

(c) Failing to ensure that government action, policy, regulation and legislation was consistent with the terms and principles of the Treaty; and

(d) Failing to ensure that Ngāti Rangi retained sufficient resources for their sustenance, prosperity and development.

3.3 On the contrary, Crown actions and omissions left Ngāti Rangi in a situation where their tino rangatiratanga was under attack and its object and means of sustenance (land, resources and other taonga) were grossly depleted, in grave breach of their solemn Treaty obligations as outlined above.

3.4 In summary:

(a) The claimants say that they have been, are, or are likely to be prejudicially affected by the ordinances, Acts, regulations, proclamations, notices and other statutory instruments and the policies, practices, acts or omissions of the Crown as further set out in this consolidated statement of claim;

(b) Ngāti Rangi are now without significant lands and resources held in accordance with their laws and customs;

(c) Ngāti Rangi mana motuhake, rangatratanga, kaitiakitanga, kawa and tikanga have not been recognised, but consistently disregarded in favour of those promulgated by the Crown;

(d) The claimants further claim that all of the Acts, regulations, orders, policies, practices and actions taken, omitted or adopted

by or on behalf of the Crown referred to, are and remain inconsistent with the terms and principles of the Treaty of Waitangi.

4. PARTICULARS OF TREATY BREACHES:

4.1 Ngāti Rangi provides particulars of Crown Treaty breaches on the following premises:

(a) The particulars are to help illuminate the issues and assist with the Tribunal process, and to enable the Crown to respond with the same particularity. It is not and cannot be a complete statement of the grievance of Ngāti Rangi and does not detract from the need for the Crown to disclose all it knows, nor from the Tribunal's inquisitorial role;

(b) The Crown in the Treaty assured Māori (in particular Ngāti Rangi) of tino rangatiratanga, including lands and resources over which their laws and customs might be exercised. The Crown is asked to respond to whether such authority is recognised. The Crown now claims, probably incorrectly, almost complete "sovereignty" through the Executive and Parliament. To the extent that it does so, and has done so, continuing in breach is more egregious than the failure to acknowledge it without the necessity for these hearings;

(c) Ngāti Rangi understand that the Crown seeks to treat these hearings as preliminary to "negotiation". The hearing and recommendations are not seen by the claimant as affected by that perception. Such negotiations take place (or not) at the instance of the Crown in circumstances where the Crown identifies unilaterally the basis of the negotiation and how far it will or will not go. The Crown, it is understood, has for example declined to negotiate about "resources", and constitutional issues, and has placed a notional cap or equivalent on compensation, as well as limiting the Tribunal's own jurisdiction. The Tribunal is seen as a forum in which questions of remedy directed at the Treaty can and should be examined without being affected or tailored by Crown policy from time to time

about negotiation. The right to particular claims in this regard is reserved; and

(d) Matters of compulsory resumption have not been raised in this pleading, and the right to do so is also reserved. It is understood that further opportunity will be provided to consider matters of remedy if the claim proves well founded.

4.2 The following parts of this statement of claim identify Crown conduct and breach from a time soon after the signing of the Treaty. Each breach led to events which caused and aggravated losses arising from further breaches relating to successively diminishing land and resources over which Ngāti Rangi were and are kaitiaki.

4.3 These breaches and their consequences (and others not expressly mentioned) are a continuum with a compounding effect, not to be viewed in isolation from each other or from the wider picture of Crown conduct.

Reservations

4.4 As indicated, the rohe over which Ngāti Rangi exercises mana motuhake, rangatiratanga and kaitiakitanga is currently split between three Waitangi Tribunal Inquiry Districts and almost a third of the land blocks within Ngāti Rangi's rohe are split between the National Park and Whanganui Inquiries.

4.5 In an attempt to reduce duplication of claims and pleadings across different inquiry districts, Ngāti Rangi seek to specifically address the following issues in the Wai 1130 Inquiry:

(a) Crown acquisition of land within Tongariro National Park via:

(i) The operation of Native Land Court;

(ii) Public Works takings; and

(iii) Confiscation.

(b) Creation and Management of Tongariro National Park; and

(c) Environmental issues in and around Tongariro National Park, in particular:

(i) Crater Lake; and

(ii) Tongariro Power Development

4.6 Additional issues to those set out in this claim will be addressed in the Whanganui District Inquiry. They will include:

(a) The operation of Native Land Court;

(b) Rohe Potae and North Island Main Railway Trunk Line;

(c) Vested Lands Policy;

(d) Public Works Act takings;

(e) Crown policy and practice in regard to forestry, scenic reserves, waterways, fisheries, agriculture and environmental issues;

(f) Local Government policy and practice; and

(g) Socio-Economic and Land sufficiency issues.

4.7 Ngāti Rangi reserves the right to further amend these pleadings as necessary.

5. FIRST CAUSE OF ACTION - CROWN ACQUISITION OF LAND FOR TONGARIRO NATIONAL PARK

Native Land Court

5.1 The Crown, in breach of their Treaty guarantees and the principle of active protection, enacted legislation and adopted policies surrounding the implementation of that legislation which inter alia:

(a) established the Native Land Court, which served as the principal land alienation agent within the Ngāti Rangi rohe;

(b) promoted and facilitated the fragmentation of Ngāti Rangi land and destruction of the communal form of Māori Land Tenure;[1]

(c) failed to establish who the rightful holders of Mana Motuhake over the land within the Ngāti Rangi rohe were;[2]

[1] Anderson, Tongariro National Park, p107 (Doc #A9 - Wai 1130).

(d) facilitated and established the Crown's domination and pre-emptive rights over Ngāti Rangi land;[3]

(e) facilitated the Crown acquisition of land, whether by sale or as payment of debts and/or cash advances;[4]

(f) confirmed predeterminations that Crown agents had undertaken in relation to the blocks processed by the Court; and

(g) facilitated the mass alienation of Ngāti Rangi whānau, hapū and iwi from their ancestral domain.

5.2 In particular, the legislation establishing the Native Land Court failed to ensure that the dealings by or on behalf of the Crown:

(a) recognised the mana motuhake, tino rangatiratanga and kaitiakitanga of Ngāti Rangi over lands within the rohe;[5]

(b) were in accordance with Ngāti Rangi customs and laws;[6]

(c) were understood by Ngāti Rangi as to the consequences intended by the Crown;

(d) were not burdensome and expensive for Ngāti Rangi;

(e) were conducted in accordance with the fiduciary obligations imposed on the Crown by the Treaty;

(f) were not favoursome to certain people over others; and

(g) did not leave Ngāti Rangi bereft of their property.[7]

5.3 Ngāti Rangi adopt the generic pleadings, relating to the Native Land Court acquisitions, as provided and filed on behalf of those claimants who affiliate to Whanganui iwi in the Wai 1130 Inquiry.

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[2] Berghan, Block Research Narratives of Tongariro National Park, p199 (Doc #A5 - Wai 1130).
[3] Ibid, p 221.
[4] Supra note 1, p 90.
[5] Supra note 2, p 211.
[6] Ibid, p 211.
[7] Supra note 1, p 90.

Taupōnuiatia Block

5.4 Ngāti Rangi adopt the generic pleadings, relating to the Native Land Court hearing of the Taupōnuiatia Block, as detailed and filed on behalf of those claimants who affiliate to Whanganui iwi in the Wai 1130 Inquiry.

Public Works takings

5.5 The Crown, in breach of their Treaty guarantees and the principles of active protection and good faith, enacted Public Works legislation and adopted policies for the implementation of that legislation which inter alia:

(a) provided a mechanism for and facilitated compulsory Crown acquisition of land over which Ngāti Rangi had interests;

(b) failed to protect and preserve wāhi tapu belonging to Ngāti Rangi on the lands that were compulsorily taken;

(c) prevented or restricted Ngāti Rangi from exercising their mana motuhake, tino rangatiratanga and kaitiakitanga over their land, resources and taonga;

(d) forced and/or threatened Ngāti Rangi into land sales with the Crown; and

(e) failed to provide adequate compensation for the taking of lands, resources and taonga.

5.6 Ngāti Rangi adopt the generic pleadings, relating to public works acquisitions, detailed and filed on behalf of those claimants who affiliate to Whanganui iwi in the Wai 1130 Inquiry.

Crown purchases

5.7 The Crown, in breach of their Treaty guarantees and the principles of active protection and acting in good faith, established a mechanism for purchasing Ngāti Rangi land interests in furtherance of their National Park policy.

5.8 In purchasing Ngāti Rangi land interests, the Crown:

(a) failed to provide adequate consideration for the purchase of those lands;[8]

(b) failed to obtain consent and agreement of all owners;[9]

(c) failed to facilitate purchases in a manner that did not severely cause unnecessary hardship and ill-health to land owners.[10]

(d) prevented Ngāti Rangi from controlling their land through using a purchase option over a lease option, which Ngāti Rangi desired;[11]

(e) forced Ngāti Rangi to sell land by refusing to pay rental, or whittling away at the rental through charging of advances and survey costs; and

(f) failed to provide Ngāti Rangi with a fair and reliable system of valuation before purchasing took place.

5.9 The result of continual Crown acquisition of Ngāti Rangi lands has resulted in very few blocks remaining in Māori ownership today.[12]

6. SECOND CAUSE OF ACTION - CREATION OF TONGARIRO NATIONAL PARK

The Tongariro National Park Act 1894

6.1 This Act gave the right of the mountain's ownership to the tribe of Ngāti Tūwharetoa. The subsequent gift by this tribe was not to include the lands pertaining to the Whanganui iwi. Not only is the 2 mile radius within the gifted peak area incorrect, but the areas pertaining to Whanganui amounts to an illegal taking of Māori land.

6.2 The Crown, in breach of their Treaty guarantees and the principles of good faith and active protection, adopted a policy and enacted legislation to establish the Tongariro National Park, which inter alia:

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[8] Supra note 2, pp 188 and 289.
[9] Ibid p 200.
[10] Ibid p 194.
[11] Supra note 1, p120.
[12] Supra note 2, p 300.

(a) failed to establish who the rightful holders of Mana Motuhake over the land within the National Park area were;

(b) did not take into account Māori perceptions of land and nature;[13]

(c) confiscated Ngāti Rangi land, resources and taonga in the creation of the National Park;

(d) failed to take into account the rights of Ngāti Rangi under the Treaty [14];

(e) prohibited and/or restricted Ngāti Rangi from accessing their land, resources, taonga and wāhi tapu;

(f) failed to provide compensation for the confiscation of Ngāti Rangi lands, resources and taonga;

(g) failed to consult Māori in regard to compensation, with Māori having to accept any compensation that was given.[15]

6.3 Ngāti Rangi adopt the generic pleadings, relating to the creation of the Tongariro National Park, filed on behalf of those claimants who affiliate to Whanganui iwi in the Wai 1130 inquiry.

Gifting of Maunga

6.4 The Gift by one man - Te Heu Heu Tukino to Thomas Grace contradicted the communal occupation of the area by more than one tribe. The Crown did not give proper regard to the competing claims of different raNgātira and hapū over the lands. The Crown's acceptance and facilitation of such a gift, was in breach of their Treaty guarantees and the principles of active protection and good faith.

6.5 Crown officials treated Te Heuheu's gift as a definitive transfer rather than considering Joint ownership between him and the Crown.[16]

6.6 Complaints were lodged in regards to the gift but subsequently ignored.[17]

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[13] Supra note 1, p 238.
[14] Bayley and Derby, *Tongariro National Park Management from 1980 to the Present*, p6 (Doc #A6 - Wai 1130)
[15] Supra note 1, p 236.
[16] Ibid, p 231.
[17] Ibid, p 77.

6.7 Ngāti Rangi also adopt the generic pleadings, relating to the gift of the maunga peaks by Te Heuheu, filed on behalf of those claimants who affiliate to Whanganui iwi.

Confiscation Rangipō North 8

6.8 The Crown in breach of their Treaty guarantee not to take land without consent and in breach of the principles of good faith and active protection, confiscated the land now known as Rangipō North 8 from under the mana motuhake, rangatiratanga and kaitiakitanga of Ngāti Rangi.

6.9 Upon the enactment of the Tongariro National Park Act 1884, native title had been deemed extinguished for all land contained within the National Park boundaries.[18]

6.10 The Under-Secretary of the Lands and Survey Department produced information concluding that:

(a) there were no gifts apart from those made by Te Heuheu;

(b) areas acquired by the Crown appeared to have been paid for or acquired by survey lien; and

(c) the large area that was not acquired in any of these ways but was included in the national park was customary land.[19]

6.11 In 1959, the Government began to take steps to acquire Rangiwāea 4F19. The investigation into this block revealed the existence of Rangipō North No. 8 which was still held under customary title.[20]

6.12 The discovery of this piece of unsurveyed, uninvestigated land raised the possibility, in turn, that the park contained land in a similar state.[21]

6.13 It was also noted by the Director General of Lands and Survey that no compensation had been paid for this piece of land.[22]

6.14 The land, known as, Rangipō North 8, sits partly within the Tongariro National Park and its status remains unclassified.

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[18] Ibid, p 108.
[19] Ibid, p 109.
[20] Ibid, p 110.
[21] Ibid, p 110.
[22] Ibid, p 110-111.

6.15 The forced confiscation of this land under the Tongariro National Park Act, without the knowledge, consent, approval nor the receipt of any compensation was an act in serious breach of both the terms and principles of the Treaty of Waitangi.

7. THIRD CAUSE OF ACTION - MANAGEMENT OF TONGARIRO NATIONAL PARK

7.1 It is a principle of the Treaty that the Crown has a duty to act with the utmost good faith towards all Māori including Ngāti Rangi.

7.2 The duty of utmost good faith requires that the Crown and its servants or agents observe and give effect to the terms and principles of the Treaty and accordingly that they act with utmost good faith.

7.3 The Crown has chosen to statutorily delegate some of its functions and powers, pursuant to Article I of the Treaty to subordinate organisations including provincial governments, river boards, road boards, park boards, borough councils, county councils, regional authorities, territorial authorities and regional councils.

7.4 The Crown, in breach of the terms and principles of the Treaty of Waitangi have failed to ensure that the statutory delegation of powers was consistent with the guarantees provided in the Treaty and that the delegated authority was acting in accordance with the terms and principles of the Treaty.

7.5 Ngāti Rangi adopt the generic pleadings, relating to the management of the Tongariro National Park, filed on behalf of those claimants who affiliate to Whanganui iwi in the Wai 1130 Inquiry.

Crater Lake

7.6 Mount Ruapehu's crater lake, Te Wai a Moe, is of special importance to Ngāti Rangi, and the protection of it is paramount.[23]

7.7 When in 1995 and 1996, after a series of volcanic eruptions, the crater lake was emptied and a wall of ash deposits was formed at the lake's

[23] Supra note 14, p 27.

outlet, Ngāti Rangi and Tūwharetoa said that the lake was not to be touched.[24]

7.8 Ngāti Rangi have numerous wāhi tapu and sites of significance on Mount Ruapehu, including:

(a) the burial site of Tai-te-Ariki; and

(b) Te Wai a Moe (as mentioned above).

7.9 Management of Tongariro National Park did not take into account the Kaitiaki role of Māori in regard to the running of the National Park and the creation and development of Crown Policy regarding it.

7.10 Management Structures of the Tongariro National Park have distanced Māori from the maunga, and in turn the Crater Lake. Management focuses primarily on preservation and recreational development, not the cultural assignations of Māori.[25]

8. FOURTH CAUSE OF ACTION - ESTABLISHMENT OF TONGARIRO POWER DEVELOPMENT

8.1 The Crown, in breach of the terms and principles of the Treaty, enacted the Resource Management Act 1991 and its predecessors, including the Town and Country Planning Act, and adopted policies for the implementation of this legislation that, inter alia:

(a) facilitated and permitted the establishment of the Tongariro Power Development;

(b) failed to protect Wāhi tapu of Ngāti Rangi in the area;

(c) devalued or dismissed Ngāti Rangi environmental knowledge, values and expertise accumulated over the centuries;

(d) failed to protect Ngāti Rangi taonga, in particular their waterways which co-exist physically and spiritually with Ngāti Rangi iwi;

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[24] Ibid, p 27.
[25] Supra note 1, p 226.

(e) failed to recognise the mana motuhake, tino rangatiratanga and kaitiakitanga of Ngāti Rangi over their waterways;

(f) failed to protect and preserve Ngāti Rangi resources for present and future generations;

(g) prevented and restricted Ngāti Rangi access to their resources and sources of sustenance; and

(h) removed vital food and water resources from Ngāti Rangi.

8.2 Ngāti Rangi adopt the generic pleadings, relating to the Tongariro Power Development Scheme, filed on behalf of those claimants who affiliate to Whanganui iwi in the Wai 1130 Inquiry.

9. FIFTH CAUSE OF ACTION - FAILURE TO RECOGNISE NGĀTI RANGI RANGATIRATANGA

9.1 The Crown failed to recognise, protect and assure Ngāti Rangi of their tino rangatiratanga and kaitiakitanga in respect of their lands, resources and other taonga (including cultural taonga), which was in breach of the Treaty guarantee and of the principles of good faith and active protection.

9.2 Specifically, the Crown failed to ensure Ngāti Rangi had decision-making powers and roles and were included in decision-making where their lands, resources and other taonga (including cultural taonga) were concerned.

Particulars

9.3 The Crown purported to vest ownership, control, management and decision-making powers in the Crown over Ngāti Rangi land, resources and other taonga (including cultural taonga), at the exclusion of Ngāti Rangi.

10. SIXTH CAUSE OF ACTION - FAILURE TO ACTIVELY PROTECT NGĀTI RANGI LAND BASE AND OTHER RESOURCES

Te Tino Rangtiratanga

10.1 The Crown, in breach of the terms and principles of the Treaty and their obligations there under, actively facilitated and/or permitted the alienation of land belonging to Ngāti Rangi, with blatant disregard to Ngāti Rangi tino rangatiratanga over their lands, resources and other taonga.

10.2 The Crown, in facilitating and/or permitting the alienation of land enacted legislation and adopted policies which inter alia:

(a) prevented or restricted Ngāti Rangi from exercising mana motuhake, tino rangatiratanga and kaitiakitanga in respect of their lands and resources;

(b) prevented or restricted Ngāti Rangi from accessing their land, resources and wāhi tapu;

(c) facilitated the implementation of land alienation legislation and policies in a manner that was contrary to the principle of acting in good faith as a party to the Treaty in order to acquire Ngāti Rangi lands and resources within the claim area;

(d) failed to protect Ngāti Rangi whānau, hapū and iwi by not providing or implementing a structure and/or process for the identification or determination of the present and future needs of Ngāti Rangi;

(e) failed to recognise and actively worked to usurp and erase the indigenous communal form of Māori Land Tenure;

(f) recognised and entrenched a land system alien to tikanga Māori and their traditional systems;

(g) failed to provide sufficient land to be reserved for Ngāti Rangi to sustain themselves; and

(h) failed to undertake or develop a plan for settlement which would have ensured that Ngāti Rangi retained access to their lands and resources, as well as access to technology, markets,

infrastructure and health and education services, so that Ngāti Rangi would have been in a position whereby they could substantially benefit from and successfully participate in the settler economy.

10.3 The Crown instituted the individual land ownership system which was touted amongst Ngāti Rangi whānau, hapū and iwi - dividing them and ruling over them in a manner which was and continues to be contrary to the Treaty principles of protection and partnership.

10.4 The Crown system of purchasing rights to lease or buying shares from those who were predetermined as shareholders of Ngāti Rangi land, actively destroyed family connections to their whenua, resulting in the mass alienation of Ngāti Rangi whānau, hapū and iwi from that land.

10.5 In relation to Rangipō Waiū, the Crown actively worked against Ngāti Rangi efforts to implement their own strategies for self determination and self development.

10.6 The Crown legislated against Ngāti Rangi efforts to privately lease land to Pākehā land developers, preventing Ngāti Rangi from realising their own aspirations in relation to land development and the settlement of the colony.

11. RELIEF

11.1 The claimants ask that the Tribunal:

(a) Inquire into the prejudices to Ngāti Rangi arising from breaches of the Treaty by the Crown, including those alleged in this amended Statement of Claim.

(b) Make findings as to breach and prejudice, in the terms alleged, as the Tribunal further determines.

(c) Make recommendations for the recognition by the Crown of Ngāti Rangi tino rangatiratanga and kaitiakitanga consistent with the Treaty, including:

(i) the restoration to Ngāti Rangi of their tino rangatiratanga and full customary entitlements within their rohe;

(ii) a true and genuine partnership with Ngāti Rangi as promised by the Treaty in a manner that will involve Ngāti Rangi and determine if and how the Crown will operate through its agencies, along with Ngāti Rangi utilising the Crown's resources within their rohe, and doing so in a manner that will enable Ngāti Rangi to accrue the true and full benefits of the Crown's investment of its resources in the claim area;

(iii) recognition of the laws and customs of Ngāti Rangi for the purposes of the conduct of their affairs, their relations with other iwi, and generally in relation to matters touching upon Ngāti Rangi as an iwi;

(iv) the means by which such recognition must be effected to accord with the Treaty guarantee of tino rangatiratanga to Ngāti Rangi;

(v) the full and effective recognition of Ngāti Rangi tino rangatiratanga in accordance with their laws and customs of their ancestral lands, waters and taonga including lands, waters, mountains, forests, wāhi tapu and otherwise - whether or not such taonga are perceived now as being in their ownership or possession;

(vi) the return to Ngāti Rangi of all ancestral lands, forests and resources wrongfully acquired to be held by Ngāti Rangi consistently with Ngāti Rangi laws and customs and the Treaty of Waitangi;

(vii) the restoration to Ngāti Rangi of their exclusive tino rangatiratanga in respect of their taonga and the guarantee of a decisive voice in other matters affecting them;

(viii) the establishment (by legislation if necessary) of a form and process by which Ngāti Rangi and the Crown may then resolve, as equals, under the Treaty the means by which and the extent to which their respective obligations under the Treaty will be given effect;

(ix) the restoration by other means of the social cultural and economic base of Ngāti Rangi in a full and substantial manner;

(x) the acknowledgement by the Crown of breaches identified by the Tribunal and an apology independent of any proposed settlement or other inducement;

(xi) compensation for the loss to date of customary use, occupation and enjoyment of lands, waters and other benefits as a result of breach of the Treaty since its execution to the present day;

(xii) the recognition of a decision for Ngāti Rangi kaitiakitanga and tino rangatiratanga in relation to taonga and the repeal and replacement of legislation purporting to affect the same; and

(xiii) Any other such recompense as the Tribunal sees fit.

This Amended Statement of Claim is filed by **LIANA HUIA POUTU**, Solicitor for the claimants, of Russell McVeagh. The address for service on the claimants is Mobile on the Park, Level 24, 157 Lambton Quay, Wellington.

Documents for service may be left at that address for service or may be:

(a) posted to the solicitor at PO Box 10-214, Wellington; or
(b) left for the solicitor at a document exchange for direction to DX SX11189; or
(c) transmitted to the solicitor by facsimile to (04) 499-9556.