

Kiwifruit Marketing Report 1995

Kiwifruit Marketing Report 1995

(Wai 449)

Waitangi Tribunal Report: 11 WTR

Original cover design by Cliff Whiting, invoking the signing of the Treaty of Waitangi and the consequent development of Maori–Pakeha history interwoven in Aotearoa, in a pattern not yet completely known, still unfolding

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Ko te tangata tu i te koraha
he kai na te kuri
Ko te tangata tu i te pa tu watawata
he rangatira

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The Honourable Minister of Maori Affairs
Parliament Buildings
WELLINGTON

Te Minita Maori

Tena koe e te rangatira

We present to you the Tribunal's report on the kiwifruit marketing claim (Wai 449). The claim challenges the Primary Products Marketing Act 1953 and the Kiwifruit Marketing Regulations 1977, which give the New Zealand Kiwifruit Marketing Board a monopoly to export kiwifruit to all foreign markets except Australia.

The claim was lodged late last year by Marata Norman (Ngati Moko) and Wi Parera Te Kani (Ngai Tukairangi) on behalf of themselves and their hapu, whanau, and iwi. It was accorded urgency on the ground that if the claimants' Treaty rights were not determined quickly the claimants could have been locked into a regime that could have caused them irreparable economic damage.

The central issue in our deliberations has been whether the right to export kiwifruit is a taonga that has the protection of article 2 of the Treaty of Waitangi. We have concluded that it is not. We have further found that the regulation of export trade is a legitimate exercise of kawanatanga under article 1 of the Treaty.

The issue of consultation has also been of significance. While we consider that the steps taken to consult with Maori kiwifruit growers prior to the establishment of the marketing board were sufficient, we note that there did not seem to be an adequate recognition of Treaty duties by the parties to this claim from that time forward. Nevertheless, we are confident that those who have been involved in the claim have learnt much from it and will make better efforts to communicate with each other in the future.

The Tribunal's decision is found in detail in chapter 4.

Heoi ano

LIST OF ABBREVIATIONS

AKE	Aotearoa Kiwifruit Export Ltd
FOMA	Federation of Maori Authorities Incorporated
MCCL	Maheatataka Coolpack Company Ltd
NZFF	New Zealand Fruitgrowers Federation
NZKGI	New Zealand Kiwifruit Growers Incorporated
NZKMB	New Zealand Kiwifruit Marketing Board

REFERENCES

References in brackets refer to documents that are contained in the record of proceedings or the record of documents, and these are listed numerically (in the case of the record of proceedings: see appendix III) or alphabetically (in the case of the record of documents: see appendix IV) in the order in which they were admitted. For example, (1.1(a): para 18) in chapter 2 refers to paragraph 18 of document 1.1(a) in the record of proceedings (the amended statement of claim), while (A45: para 12) in chapter 3 refers to paragraph 12 of the 45th document admitted up until the end of the hearing (the evidence of John Askwith).

ENDNOTES

Numbered endnotes refer to sources and documents that were consulted in the preparation of the report but are not in the record of documents.

CHAPTER 1
INTRODUCTION

1.1 PRELIMINARY

It has been said that this claim is frivolous and vexatious, and that it should not have been heard for that reason. The Tribunal does not share those views. The issues involved in this case are of major importance and were properly aired before us by the claimants. The claimants' integrity was undamaged, notwithstanding that it came under substantial attack. Had there been a greater appreciation of Treaty and cultural issues by those elected to positions of leadership within the kiwifruit industry, the concerns felt by the claimants might not have needed to have been expressed in the form of an expensive claim to the Tribunal. The regulation of land use and the products of Maori-owned land is always likely to raise Treaty and cultural issues.

1.2 THE STATUS OF THE CLAIMANTS

Only Maori may claim before this Tribunal; section 6 of the Treaty of Waitangi Act 1975 commences:

(1) Where any Maori claims that he or she, or any group of Maoris of which he or she is a member, is or is likely to be prejudicially affected—

'Maori' is defined in section 2 as 'a person of the Maori race of New Zealand; and includes any descendant of such a person'.

We were concerned during the course of this hearing that the claim might have appeared in reality to have been made by a limited liability company, Aotearoa Kiwifruit Export Ltd (AKE), and in part by trusts constituted by the Maori Land Court (these were called '438 trusts' and are now ahu whenua trusts pursuant to Te Ture Whenua Maori Act 1993). Neither companies nor those trusts have Treaty rights or the status to lodge or prosecute a claim – they are not Maori. The same might be said of Maori trusts constituted under the Maori Trust Boards Act 1955 and neither could those bodies constitute part of a group of Maori.

This Tribunal is well aware that these European structures have become very important in the economic development of Maori, but care must be taken in framing cases so that this problem is avoided. In some cases it will be possible to decide that the claim is in reality by Maori although they have chosen a Pakeha vehicle for their aspirations. In such a case

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the Tribunal might go beyond the corporate veil. In other cases, however, it may be that the incorporation or trust is itself attempting to assert Treaty rights, or the Maori concerned is only prejudicially affected in her or his capacity as a shareholder.

It is not necessary for the purposes of this claim to list all the factors that were relevant in deciding whether this was a claim by Maori. Those factors are likely to differ from claim to claim. It is a question of balance and perception. We formed a view that this was a claim by Maori and proceeded accordingly. However, it would not have taken much adjustment of the facts and personalities involved to have led us to the opposite conclusion.

CHAPTER 2

THE CLAIM

2.1 THE CLAIM

The claimants are Marata Norman of Ngati Moko, a hapu of Tuhourangi iwi in the Bay of Plenty, and Wi Parera Te Kani of Ngai Tukairangi, a hapu of Ngai Te Rangi iwi, also of the Bay of Plenty. Mrs Norman and Mr Te Kani each grow kiwifruit in the Bay of Plenty and bring this claim on behalf of themselves and as members of their hapu, whanau, and iwi.

At the heart of the claim is the assertion that the right to export kiwifruit is a taonga that has the protection of article 2 of the Treaty of Waitangi. The claimants say that the policies and practices adopted by or on behalf of the Crown, and acts done or omitted by or on behalf of the Crown in respect of the kiwifruit industry and, in particular, the export of their kiwifruit as produce of their own ancestral lands, are inconsistent with article 2.

More specifically, it is argued that the regulations and the policies, practices, acts, and omissions have been and are inconsistent with the principles of the Treaty in that:

- (a) they violate the right of the claimants and their whanau, hapu and iwi to exercise te tino rangatiratanga over their own affairs;
- (b) they violate the right of the claimants and their whanau, hapu and iwi to exercise te tino rangatiratanga over their ancestral lands and the produce of those lands;
- (c) they constitute a failure on the part of the Crown to acknowledge that the right to trade internationally is a taonga guaranteed under Article II of the Treaty, and a failure actively to protect that taonga;
- (d) they are contrary to the right of self-determination at international law;
- (e) they are contrary to section 20 of the New Zealand Bill of Rights Act 1990; . . .
- (f) the Crown cannot demonstrate convincingly that the Regulations, policies, practices, acts and omissions have been and are necessary to achieve a legitimate governmental purpose[;]
- (h) . . . the Primary Products Marketing Act 1953, section 3, in directing the Minister [of Agriculture] to consider the views of ‘a majority of persons engaged in the production of primary product’ ignores the obligations for consultation with Maori imposed by the Treaty and is in breach of them[; and]
- (i) . . . in formulating the arrangements for reviewing its kiwifruit marketing policy the Crown has made no sufficient efforts to consult with Maori in terms of the obligations imposed on it by the Treaty. (1.1(a): para 18; 1.1(b))

2.2 FINDINGS AND RECOMMENDATIONS SOUGHT

The claimants ask the Waitangi Tribunal to recommend to the Crown:

- (a) that the Crown, in regulating the kiwifruit industry and making policy on the subject, consult separately with the claimants and their whanau, hapu and iwi, and with other Maori involved in the kiwifruit industry; and
- (b) that the Crown take one or more of the following additional steps:
 - (i) immediate revocation of the [Kiwifruit Marketing Regulations 1977] only in so far as they apply to the claimants and their whanau, hapu and iwi; or
 - (ii) amendment of the Regulations to permit the Crown to grant a kiwifruit export license to Aotearoa Kiwifruit Export Ltd ('AKE') which is owned by the claimants; such license to allow for the proceeds of the sale of kiwifruit to be retained by the licensee directly and not pooled; and
- (c) such other recommendations as the Tribunal thinks fit. (1.1(a): para 19)

2.3 HEARINGS

The claim was filed with the Tribunal on 19 December 1994 and was registered the next day. In February 1995, the claimants requested that the claim be granted urgency on the ground that delays in granting the relief they sought could prejudice their livelihood for another kiwifruit marketing year. Following a conference on 15 March 1995 before the deputy chairperson, Deputy Chief Judge Smith, who was assisted by John Kneebone, the claim was given urgency. Hearings began at the hearing rooms of the Tribunals Division of the Department for Courts in Auckland on 24 July and lasted until 1 August 1995. The details of counsel who appeared at the hearing are given in appendix II.

CHAPTER 3

ARGUMENTS

3.1 CLAIMANTS' EVIDENCE

The evidence and arguments presented in support of these claims covered wide ground; indeed, in the opinion of the Tribunal, unnecessarily wide ground. The Tribunal heard detailed submissions about the growing of kiwifruit, the history of the industry, the workings of the New Zealand Kiwifruit Marketing Board (the NZKMB), and the troubles the board faced from its inception in 1988, including much detailed argument about a serious crisis in the industry that developed in 1992 when supplies from several countries flooded the world market. Prices fell sharply, and the board's policies sent it into technical bankruptcy, from which kiwifruit growers were required to rescue it by payment of levies in 1993 and 1994. Arguments, some of them theoretical, about the supposed advantages of 'single desk' selling versus deregulated markets were also canvassed at length.

Several witnesses with a knowledge of the history of early culture contact before 1840 provided evidence that Maori grew a variety of goods (inter alia, potatoes, kumara, and cereals) and harvested flax and timber for a developing domestic market and, during the 1830s in particular, produced goods in the clear knowledge that they were to find their way to the Australian colonies or places further afield.

Specific evidence was provided about the Norman family's involvement in the kiwifruit industry. Marata Norman stated that she has worked in the kiwifruit industry for nearly 20 years. In 1984–85 she began planting kiwifruit with her husband, Bruce Norman, a trustee of Maheatataka Trust, which owns Mrs Norman's ancestral land in Strange Road, Te Puke. The trust received financial encouragement from the then Department of Maori Affairs, which provided a loan, some of which was eventually written off. The first crop was picked in 1987. In 1988 they purchased a nearby orchard in Te Matai Road (which had a coolstore packhouse complex on it) and with these facilities they started a company, Maheatataka Coolpack Company Ltd (MCCL). After experiencing difficulties in raising finance for this venture, it was ultimately financed by the Maori Development Corporation and by redundancy money that Mr Norman had received from AFFCO New Zealand Ltd, his employer for 22 years. Maori trusts in the area put their fruit through MCCL's packhouse and coolstore operations. In Mr Norman's words, the operations have expanded into a multi-million dollar business. 'Maheatataka either manages, leases, or controls 22 kiwifruit orchards which cover 130 hectares. This includes seven Maori Trust blocks.' Throughout the 1990s, an average one million trays per annum have gone through MCCL's coolstore. MCCL has a permanent staff of 17, of whom 10 are Maori. In the picking and processing season the company employs between 90 and 120 workers, of whom 70 percent or more

are Maori. In a more general comment, Mrs Norman stated that ‘A very high number of workers in the kiwifruit industry are Maori women’ (A17; A22).

The other claimant, Wi Parera Te Kani, has lived all his life on ancestral lands at Matapihi, Mount Maunganui. Mr Te Kani is the chairman of the Ngai Tukairangi Orchard Trust, which, he said, owns all the ancestral land in the Mount Maunganui area. He described the trust as being one of the largest trusts of its kind in New Zealand; it has more than 200 beneficial Maori owners and a 40 percent shareholding in Te Awanui Huka Pak Co-Operative Ltd. More than 50 acres of the trust’s land is used for kiwifruit. The land was turned into kiwifruit orchards in the late 1970s, again with encouragement from the Department of Maori Affairs. The department not only lent to the trust, initially charging low rates of interest (most of the loan was written off in 1991–92), but also provided supervision and advice on such matters as shelter belt planting, vine varieties, and irrigation. By 1995 the orchard appears to have been producing an above-average quantity of fruit (A12).

During the course of the hearing, the Tribunal heard that until 1987 the prospects for kiwifruit growers seemed good. However, in 1987, 91 percent of all growers made a loss (A45: para 12), and in 1988 growers’ returns continued to fall (A36: para 10). In September 1988, the then Minister of Agriculture, the Honourable Colin Moyle, conducted a referendum of all known kiwifruit growers. This referendum, conducted by way of a postal ballot on the basis of one vote per orchard, indicated clear support for the establishment of a kiwifruit marketing board to replace the existing New Zealand Kiwifruit Marketing Authority. Of the 3442 responses, representing 76.5 percent of all the ballot papers sent out, 83 percent supported the move, 15.7 percent voted against it, and the remaining votes were undecided (A36: paras 12–13; A45: para 18). Mrs Norman’s orchard voted ‘yes’ in the referendum, while Mr Te Kani could not recall whether his orchard cast a vote.

The NZKMB was subsequently established by regulation 3 of the Kiwifruit Marketing Regulations Amendment No 4, gazetted on 28 September 1988. Regulation 13C provides that the NZKMB shall be the sole seller of New Zealand kiwifruit in all foreign markets except Australia.

Other evidence presented showed that, for a variety of reasons, the kiwifruit export industry has continued to prove difficult for New Zealand growers in the 1990s (eg, A22; A36; A45; A46). The 1992 season was particularly hard. The NZKMB paid out \$74.46 million more to growers than it was later able to realise from sales. The board then sought to recoup the loss by levies on growers in the following two seasons (A36: paras 36–48). In early 1994, the board appointed Dole Japan Ltd as their sole distributor in Japan in the hope that extra penetration of the Japanese market could be obtained (A36).

By this time, the claimants had decided to oppose single desk selling. They wish to be free to sell on the world markets, particularly to Japan. Specifically, they are seeking a licence to export for AKE. The statement of claim describes AKE as being ‘owned by the claimants’ (1.1(a): para 19), but it was acknowledged during the hearing that, while Mr and Mrs Norman and Mr Te Kani were the original shareholders of AKE to enable it to be registered, the company’s shareholding has since been in a process of change. Nevertheless, it was stressed that AKE’s constitution requires that at least 60 percent of the company’s shares must be owned by Maori kiwifruit growers. The exact current

Arguments

shareholding of AKE is unclear, but it does not matter for the purposes of this claim. The claimants stated that if they are granted a licence they would seek to handle the crops of both Maori and Pakeha. The current regulations, however, oblige all growers to sell only through the NZKMB.

Claimant counsel placed evidence before the Tribunal from witnesses, including two former Ministers of Finance, arguing that an end to single desk selling and the opportunity that that would provide for individual marketing ingenuity would benefit the industry (eg, A2; A11; A19; A21; A22; A33; A39).

In the request for a recommendation that they be freed from the single desk marketing requirement, claimant counsel advanced a number of arguments that they maintained had Treaty of Waitangi implications. The principal arguments, as it appears to the Tribunal, were that the Crown, through the Department of Maori Affairs, encouraged Maori to enter an industry that ultimately produced unreliable financial returns; that when the NZKMB was established in 1988 the Crown made no endeavour to hold separate consultations with Maori growers; that the financial structuring of Maori kiwifruit farming is sufficiently different from that which applies to most other kiwifruit farming to warrant special consideration by the board before setting its policies; that the NZKMB's persistence in holding to single desk selling when, in the claimants' views, it had 'failed miserably' denies Maori growers the chance to exit from coverage by the NZKMB; and that the regulations prevent the applicants from exercising their rangatiratanga, which is guaranteed them by article 2 of the Treaty (A27; A47).

Support for the claimants came at the end of the hearing from counsel for the Federation of Maori Authorities Incorporated (FOMA), who had been in attendance throughout the proceedings. Counsel indicated that the claimants' concerns regarding the right of Maori to trade were also the federation's concerns (A50: para 3).

3.2 COUNTER-ARGUMENTS

Counter-arguments to these claims were produced by counsel for the Crown, the NZKMB, the New Zealand Kiwifruit Growers Incorporated (the NZKGI), and the New Zealand Fruitgrowers Federation (the NZFF). In written papers (A48; A49; A51) and in cross-examination they argued that:

- (a) While there is evidence that Maori were traders before 1840, there is no evidence that they were international traders prior to the signing of the Treaty of Waitangi.
- (b) International trade is not a taonga within the meaning of article 2 of the Treaty and, in any case, there is no absolute and unqualified duty on the Crown to protect taonga.
- (c) The right to trade internationally is too remote from anything contemplated by the original parties to the Treaty for it to be a right guaranteed by the Treaty today.
- (d) Only through carefully controlled marketing can New Zealand maximise its returns, particularly from Japanese markets, and therefore ensure the best possible return to growers from perennially uncertain markets.

- (e) In acting in the way that it did in response to the problems faced by kiwifruit growers in 1988, the Crown was doing no more than exercising a fundamental right of governance (and doing so in good faith) for the purposes of and in a manner prescribed by law, and this was a valid exercise of kawanatanga as envisaged in article 1 of the Treaty. The Treaty was not intended to give Maori full authority over international trade, which is the responsibility of central government.
- (f) The claimants have received counsel from agencies of the Crown through the former Department of Maori Affairs and the Maori Development Corporation. To this extent, the claimants have benefited from consultation with agencies of the Crown. Furthermore, there is provision in the current industry review for consultation with kiwifruit growers. In addition, the claimants entered the kiwifruit industry of their own free will.
- (g) There is no general duty on the Crown to consult with Maori in relation to every Act or regulation, or its every policy, practice, act, or omission, and in this case there was no obligation on the Crown to consult separately with Maori growers in relation to the marketing of kiwifruit.
- (h) In this particular industry, Maori themselves have a duty to raise any Treaty-based concerns. The claimants have not done this.
- (i) The NZKMB is not an agent of the Crown and does not act on its behalf.
- (j) Even if the NZKMB is an agent of the Crown, the claimants failed to exercise their responsibility as Treaty partners to seek the special consultations that they believed to be appropriate for Maori kiwifruit growers.
- (k) The claimants supported the regulations when they were introduced following the growers' referendum in 1988 and only reversed this support when returns slumped because of an international price collapse in 1992.
- (l) There is no evidence to suggest that the claimants have been prejudicially affected by the regulations or their application over subsequent years.
- (m) The rights in section 20 of the New Zealand Bill of Rights Act 1990 do not necessarily equate with rights arising under the principles of the Treaty and in any case the Waitangi Tribunal does not have the jurisdiction to interpret the Bill of Rights Act.
- (n) The right of self-determination in international law cannot be relied upon in this claim because it is a collective right of peoples and cannot be exercised by individuals or a group of people within a country. Furthermore, international law is enforceable only in the international arena; it is unenforceable in the domestic legal system unless it has been incorporated by statute.
- (o) If the claim has any basis, it is under article 3 of the Treaty. However, for a claim to succeed under that article, the claimants would have to demonstrate that their interests in marketing kiwifruit differed from those of other kiwifruit growers. This they failed to do.
- (p) Multiply owned land is not in itself a bar to obtaining finance.

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- (q) A finding by the Tribunal that the claim was well founded would have far-reaching effects, even if no recommendations were made, and could destabilise the whole commercial community.

CHAPTER 4

THE TRIBUNAL'S DECISION

4.1 PRELIMINARY

In this chapter, the Tribunal addresses only so much of the evidence and submissions as it considers necessary to deal with the claim.

4.2 THE NZKMB AS AN AGENT OF THE CROWN

While it may be arguable, for the purposes of this claim we may assume that the NZKMB is a creature of the Kiwifruit Marketing Regulations Amendment No 4 1988 and is an agent of the Crown. We proceed on that basis. In terms of general trade policy, the NZKMB is subject to ministerial direction under section 17 of the Primary Products Marketing Act 1953. If we are in error, the result in this claim would not alter.

4.3 TAONGA

The Tribunal is of the opinion that the central issue in this case is whether the right to export is a taonga within the meaning of article 2 of the Treaty. In H W Williams' *Dictionary of the Maori Language*, 'taonga' is defined as 'property, anything highly prized'.¹ In *The Reed Dictionary of Modern Maori*, P M Ryan defines 'taonga' as 'property, treasure, apparatus, accessory (equipment)'.² T S Karetu, in the *Concise Maori Dictionary*, defines it as 'possessions' or 'valuables'.³ B Biggs' *English–Maori: Maori–English Dictionary* has a wider definition: 'goods, merchandise, possessions, property, riches, treasure, wealth'.⁴

The Tribunal concludes that in pre-contact times the exchange of treasures by iwi and hapu might have been regarded as a taonga. It would, in our view, be an unjustified straining of Treaty principles to hold that the right to develop such a treasure could extend all the way to the modern kiwifruit export trade. Insufficient evidence was produced to enable us to conclude that post-contact trade in the period prior to 1840 was a taonga protected by the Treaty. The evidence was to the effect that Maori themselves were not exporters in 1840. However, the claimants argued that trading equated with exporting. Our view is that this is not the case. Maori cultivated their land and harvested items such as flax and timber and sold these goods to many kinds of traders. But no evidence was provided that Maori themselves exported produce or that traders sold those goods overseas on

account of Maori producers. If any right to export exists, it is a right envisaged in article 3 of the Treaty, which guaranteed Maori 'all the Rights and Privileges of British Subjects' or 'nga tikanga katoa rite tahi ki ana mea ki nga tangata o Ingarani'.

The Tribunal was unable to agree that trade was a taonga, that Maori international trade existed at the time of the Treaty, and that there is article 2 protection available to the claimants. Even if we are wrong on this point, the outcome of this claim would not differ, for reasons that will become clear.

4.4 RANGATIRATANGA

The claimants argued that they had experienced undue restriction of their Treaty rights to exercise their rangatiratanga by the compulsion entailed in the NZKMB's single desk marketing policy. The Tribunal heard evidence from witnesses and addresses from counsel that defined rangatiratanga in a variety of ways (eg, A12; A15–18; A23; A27; A47–49). This Tribunal concurs with the statement made in October 1994 by the Tribunal hearing the Chatham Islands claims:

Suffice it that the Tribunal has considered the topic [of rangatiratanga] at some length in the *Orakei Report* (1987), the *Muriwhenua Report* (1988) and the *Ngai Tahu Report* (1991). In the latter report the Tribunal drew extensively on the *Muriwhenua Report*. It is convenient to state here some of the propositions from the *Muriwhenua Report* subscribed to by the *Ngai Tahu Report* which appear in the *Ngai Tahu Report* Vol 2 para 4.6.7 at pp 232–233. For a full appreciation these need to be read in the context of the discussion of kawanatanga and sovereignty commencing at p 227 and encompassing paragraphs 4.6.2 to 4.6.7 at pp 227–233. We set out the following propositions from para 4.6.7:

- It does not follow that tino rangatiratanga in the Maori text is the tino rangatiratanga of pre-Treaty times, which was held in olden days only for as long as the tribe could maintain it against the ambitions of others. The Queen promised peace and the Treaty would guarantee the status of the tribes without the need for war. It was obvious that to do that, the Queen's authority had to be supreme.
- The concept of a national controlling authority with kawanatanga (literally governorship), or the power to govern or make laws, was new to Maori, divided as they were to their respective tribes. But the supremacy of this new form of control was clear. The Queen as a guarantor and protector of the Maori interest (preamble, articles 2 and 3) had performed an overriding power.
- Sovereignty, in law, is not dependent on the Treaty but on the proclamations that followed the signings at Waitangi. It is nonetheless important to consider whether sovereignty was founded in consensus.
- From the Treaty as a whole it is obvious that it does not purport to describe a continuing relationship between sovereign states. Its purpose and effect was the reverse, to provide for the relinquishment by Maori of their sovereign status and to guarantee their protection upon becoming subjects of the Crown.

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- In any event on reading the Maori text in the light of contemporary statements we are satisfied that sovereignty was ceded. Tino rangatiratanga therefore refers not to a separate sovereignty but to tribal self management on lines similar to what we understand by local government.⁵

This statement has been described by some as being narrow and restrictive, and there are those who express rangatiratanga in wider terms. Rangatiratanga was perceived by Tribunal members in various ways, but this claim falls outside even the broadest of them.

4.5 KAWANATANGA

Argument was also heard about kawanatanga, the transference of which to the Queen was guaranteed in article 1 of the Treaty of Waitangi. This transference clearly envisaged a capacity of governments to pass laws and create structures, inter alia, to regulate trade. In *New Zealand Maori Council v Attorney-General* [1987] 1 NZLR 641, 665–666, the Court of Appeal upheld the Crown's right to govern, stating:

The principles of the Treaty do not authorise unreasonable restrictions on the right of a duly elected Government to follow its chosen policy. Indeed to try to shackle the Government unreasonably would itself be inconsistent with those principles.

Counsel for the NZKGI and the NZFF further argued that Maori rangatira themselves believed that regulation of trade was a legitimate act of governance. They drew attention to article 3 of the Declaration of Independence of 1835:

The hereditary chiefs and heads of tribes agree to meet in Congress at Waitangi in the autumn of each year, for the purpose of framing laws for the dispensation of justice, the preservation of peace and good order, *and the regulation of trade* . . . [Emphasis added.] (A38: para 28)

Counsel argued that this showed that Maori in 1835 contemplated that they, as the only form of government of the day, would ensure that there was regulation of trade. In other words, Maori signatories to that document saw the regulation of trade as a proper function of government, an exercise of kawanatanga (A38). We accept that view. The Tribunal finds that whatever views might be held about whether trade was a taonga, and as such covered by the exercise of tino rangatiratanga, the regulation of export trade is a legitimate exercise of kawanatanga.

4.6 THE CROWN'S FIDUCIARY DUTY TO CONSULT

Claimant counsel made much of an alleged failure by the Crown to consult Maori kiwifruit growers, arguing that it was the Crown that set up the review process for the kiwifruit industry in 1987, that it was the Crown's fiduciary duty to consult, and that failure by the Crown to consult adequately pointed to a failure by the Crown to uphold its Treaty obligations (A27; A47). However, the Tribunal also notes the statement by Sir Ivor Richardson in *New Zealand Maori Council v Attorney-General* at page 683, where he expressed the opinion that the duties of consultation will vary according to the circumstances of the case:

In many cases where it seems there may be Treaty implications that responsibility to make informed decisions will require some consultation. In some extensive consultation and co-operation will be necessary. In others where there are Treaty implications the partner may have sufficient information in its possession for it to act consistently with the principles of the Treaty without any specific consultation.

The Tribunal is of the opinion that the input by the Department of Maori Affairs, the industry-wide consultation prior to 1988, and the 1988 referendum itself indicate that sufficient consultation took place before the regulations were promulgated.

Having said this, however, the Tribunal is not convinced that since the board was established in 1988 the parties have exercised adequately their duties of partnership under the Treaty. At no point before determining policy directions do industry leaders seem to have accepted that Maori growers operate in circumstances that can often be substantially different from those of many other growers. Tribal ownership of land can sometimes mean that Maori find it more difficult to borrow from banks. Moreover, many Maori have a different perspective to cultivating the land, which is often not accepted as valid by non-Maori. On the other side of the coin, the Tribunal noted that the claimants and their supporters seem to have made no special efforts to bring their cultural perspective before the kiwifruit industry leaders.

We were heartened by assurances received from both sides that there will be better efforts to communicate in the future. At the very least, we believe that the NZKMB should actively encourage Maori kiwifruit growers to participate in decision-making within the marketing process. We formed the opinion that efforts should be made to ensure that there is Maori representation on the NZKMB's council and that Maori should be more involved in marketing fruit to other indigenous peoples. Indeed, we were impressed by statements made during the hearing that pointed to similarities between the language and customs of indigenous peoples from around the Pacific and especially from New Zealand, Japan, and Korea (eg, A20). We formed the opinion that Maori could play a beneficial part in marketing in a manner that would be likely to advantage all New Zealand growers. We note too that one of the NZKGI's listed functions is 'to encourage the improvement of all growers in NZKGI so that they can be consulted and so that their views can be fairly represented'. While we appreciate the point made by the chairman of the NZKGI that

finding someone who can speak for all Maori growers might not always be easy, we were pleased by the assurances given that fresh efforts would be made by the organisation to incorporate Maori viewpoints.

4.7 THE NEW ZEALAND BILL OF RIGHTS ACT 1990

Brief comment should be made about the claim that the Kiwifruit Marketing Regulations 1977 are contrary to section 20 of the New Zealand Bill of Rights Act 1990. That section of the Act reads:

20. Rights of minorities—A person who belongs to an ethnic, religious, or linguistic minority in New Zealand shall not be denied the right, in community with other members of that minority, to enjoy the culture, to profess and practise the religion, or to use the language, of that minority.

However, early proposals to include the Treaty of Waitangi in the Bill of Rights Act were dropped by the government of the day. Since the Tribunal does not believe that any breach of rangatiratanga occurred when the regulations were first introduced, and because no evidence was provided to the Tribunal that their continuation was endangering Maori rights to ancestral land or threatening Maori culture, it cannot be held that the regulations are denying Maori the right to enjoy their culture.

4.8 SINGLE DESK SELLING

There is a final point that should be made. Although there was much argument, some of it ideological, about the supposed merits or otherwise of single desk selling of kiwifruit, the Tribunal claims no expertise to decide on the merits of these arguments. Furthermore, we believe the matter is irrelevant to the claim before the Tribunal. Nor does the Tribunal feel competent to express an opinion on whether AKE would be likely to succeed in the complex world of kiwifruit marketing should the claimants be granted the exclusive export licence they seek.

4.9 FINDING

The Tribunal finds that the claim before us is not well founded. We hope, however, that all who are involved in the kiwifruit industry will try harder to develop the spirit of partnership that is implicit in the Treaty.

References

1. H W Williams, *Dictionary of the Maori Language*, 7th ed, Wellington, GP Publications Ltd, 1971, p 381
2. P M Ryan, *The Reed Dictionary of Modern Maori*, Auckland, Reed Books, 1995, p 240
3. T S Karetu, *Concise Maori Dictionary*, 5th ed, Auckland, Reed Methuen Publishers Ltd, 1984, p 55
4. B Biggs, *English–Maori: Maori–English Dictionary*, Auckland, Auckland University Press, 1990, p 133
5. Chatham Islands claims (Wai 64), record of proceedings, document 2.67, pp 12–13

Kiwifruit Marketing Report 1995

In accordance with section 6(5) of the Treaty of Waitangi Act 1975, the registrar is directed to serve a sealed copy of this report on:

- (a) The claimants, Marata Norman and Wi Parera Te Kani
- (b) The Minister of Maori Affairs
The Minister in Charge of Treaty of Waitangi Negotiations
The Minister of Agriculture
- (c) The New Zealand Kiwifruit Marketing Board
- (d) The New Zealand Kiwifruit Growers Incorporated
- (e) The New Zealand Fruitgrowers Federation
- (f) The Federation of Maori Authorities Incorporated

Dated at Wellington this *6th* day of *October* 1995


P J Savage, presiding officer



M R Bassett, member



J T Kneebone, member



J J Turei, member



APPENDIX I
STATEMENT OF CLAIM

Waitangi Tribunal

Wai 449

IN THE MATTER of the Treaty of Waitangi Act 1975

AND

IN THE MATTER of a claim by Marata Norman and
Wi Parera Te Kani on behalf of
themselves, and as members of
whanau, hapu and iwi

AMENDED STATEMENT OF CLAIM

The claimants say as individuals, and as members of their respective whanau, hapu and iwi:

Background

1. The claimant Marata Norman is of Ngati Moko, a hapu of the Tuhourangi iwi situated in the Bay of Plenty.
2. The claimant Wi Parera Te Kani is of Ngai Tukairangi, a hapu of the Ngai Te Rangi iwi, also situated in the Bay of Plenty.
3. The claimants and their whanau, hapu and iwi are major Maori kiwifruit growers residing in the Bay of Plenty region.

History of Maori involvement in global trade

4. Maori engaged customarily and extensively in on-shore and off-shore trade between 1800 and 1840.

5. Horticulture was an extensive part of Maori life prior to the signing of the Treaty, and Maori engaged in particular in the international trade of commodities that had not previously been part of New Zealand indigenous flora, such as potatoes and maize.

Involvement in the kiwifruit export industry

6. The claimants and their whanau, hapu and iwi grow kiwifruit on lands in respect of which trusts have been constituted under Part XII of the Te Ture [Whenua Maori] Act 1993 and, previously, under section 438(1) of the Maori Affairs Act 1953.

7. These lands are the ancestral lands of the claimants and their whanau, hapu and iwi.

8. The ancestral character of these lands prevents the claimants and their whanau, hapu and iwi ever from disposing of them.

9. The Government generally, and the former Department of Maori Affairs in particular, encouraged the claimants and their whanau, hapu and iwi to grow kiwifruit on their ancestral lands.

10. The claimants and their whanau, hapu and iwi are among the largest Maori kiwifruit growers in New Zealand, in terms of the quantity of kiwifruit production.

11. In the light of their long experience in the kiwifruit industry, and of the expertise which they have acquired in the cultivation, packing and storage of kiwifruit, the claimants and their whanau, hapu and iwi are ready and willing to assume control of the export of their own kiwifruit as produce of their own ancestral lands.

Government regulation of the kiwifruit industry

12. Section 3 of the Primary Products Marketing Act 1953 ('PPM Act') empowers the Minister to make regulations for the purpose of providing for the marketing of primary products, and generally for the purpose of enabling the producers of primary products to control the marketing of the products they produce.

13. Regulation 13C of the Kiwifruit Marketing Regulations 1977 ('Regulations'), promulgated under section 3 of the PPM Act, provides that no person other than the New Zealand Kiwifruit Marketing Board ('Board') or a person acting on its behalf shall export any kiwifruit otherwise than for consumption, or sale and consumption, in Australia.

Statement of Claim

14. In regulating the kiwifruit industry, at no time has the Crown consulted separately with the claimants and their whanau, hapu and iwi, or with other Maori involved in the kiwifruit industry.

Prejudice caused by government regulation of the kiwifruit industry

15. Removal of the right to control how kiwifruit is exported has been detrimental to the claimants and their whanau, hapu and iwi. It has damaged them economically and deprived them of the ability to use their ancestral lands to support themselves.

Particulars

- (a) The Regulations do not make allowance for, and exacerbate, the problems associated with the multiple ownership of Maori land;
- (b) the actions of the Board have had the following disproportionately severe economic and social consequences for the claimants, their whanau, hapu and iwi as Maori kiwifruit producers:
 - (i) the Board indebted the kiwifruit industry to the extent of \$57 million in 1992; this caused Maori kiwifruit growers to suffer more severely than other growers because multiple ownership of Maori land made it extremely difficult for Maori kiwifruit growers to obtain bridging finance from lending institutions in order to cover the shortfall in the price paid out per tray by the Board in 1992; and
 - (ii) returns in the Japanese and United States markets have deteriorated significantly as a result of the activities of the Board.

16. The Regulations impose unnecessary restrictions upon the export by the claimants and their whanau, hapu and iwi of the kiwifruit produce of their ancestral lands.

Breaches of the principles of the Treaty of Waitangi

17. The claimants and their whanau, hapu and iwi have been, are and are likely to be prejudicially affected by the Regulations, by policies and practices adopted by or on behalf of the Crown, and by acts done or omitted by or on behalf of the Crown, in respect of the kiwifruit industry and, in particular, the export of their own kiwifruit as produce of their own ancestral lands.

18. The Regulations, policies, practices, acts and omissions have been and are inconsistent with the principles of the Treaty of Waitangi, in that:

- (a) they violate the right of the claimants and their whanau, hapu and iwi to exercise te tino rangatiratanga over their own affairs;
- (b) they violate the right of the claimants and their whanau, hapu and iwi to exercise te tino rangatiratanga over their ancestral lands and the produce of those lands;
- (c) they constitute a failure on the part of the Crown to acknowledge that the right to trade internationally is a taonga guaranteed under Article II of the Treaty, and a failure actively to protect that taonga;
- (d) they are contrary to the right of self-determination at international law;

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- (e) they are contrary to section 20 of the New Zealand Bill of Rights Act 1990; and
- (f) the Crown cannot demonstrate convincingly that the Regulations, policies, practices, acts and omissions have been and are necessary to achieve a legitimate governmental purpose.
- (h) That the Primary Products Marketing Act 1953, section 3, in directing the Minister to consider the views of 'a majority of persons engaged in the production of primary product' ignores the obligations for consultation with Maori imposed by the Treaty and is in breach of them.
- (i) That in formulating the arrangements for reviewing its kiwifruit marketing policy the Crown has made no sufficient efforts to consult with Maori in terms of the obligations imposed on it by the Treaty.

[Paragraphs (h) and (i) were added by a supplement to the statement of claim (1.1(b)). There is no paragraph (g).]

Recommendations sought

19. The claimants and their whanau, hapu and iwi ask the Waitangi Tribunal to recommend to the Crown:

- (a) that the Crown, in regulating the kiwifruit industry and making policy on the subject, consult separately with the claimants and their whanau, hapu and iwi, and with other Maori involved in the kiwifruit industry; and
- (b) that the Crown take one or more of the following additional steps:
 - (i) immediate revocation of the Regulations only in so far as they apply to the claimants and their whanau, hapu and iwi; or
 - (ii) amendment of the Regulations to permit the Crown to grant a kiwifruit export license to Aotearoa Kiwifruit Export Ltd ('AKE') which is owned by the claimants; such license to allow for the proceeds of the sale of kiwifruit to be retained by the license-holder directly and not pooled; and
- (c) such other recommendations as the Tribunal thinks fit.

Dated at Wellington this 21st day of July 1995

Geoffrey Palmer
Counsel for the Claimants

APPENDIX II

RECORD OF HEARING

**HEARING ROOMS, TRIBUNALS DIVISION, DEPARTMENT FOR COURTS,
AUCKLAND, 24 JULY–1 AUGUST 1995**

Members: Patrick Savage (presiding officer)
Michael Bassett
John Kneebone
John Turei

Division staff: Pam Wiki

Researcher: Geoffrey Melvin

Claimants: Marata Norman
Wi Parera Te Kani

Claimant counsel: Sir Geoffrey Palmer
Graeme Christie
Paul Harman
Layne Harvey

Crown counsel: Briar Gordon
Natalie Baird

Counsel for the New Zealand
Kiwifruit Marketing Board: Gerard Curry
James Elliott
Bruce Northey

Counsel for the New Zealand
Kiwifruit Growers Incorporated and
the New Zealand Fruitgrowers Federation: John Marshall
Lucy Trevelyan

Counsel for the Federation
of Maori Authorities Incorporated: Paul Morgan
Hemi Rapata

APPENDIX III

RECORD OF PROCEEDINGS

1 CLAIMS

1.1 Wai: 449
Date: 19 December 1994
Claimants: Marata Norman and Wi Parera Te Kani
Concerning: Kiwifruit marketing claim

- 1.1(a) Amended statement of claim, 21 July 1995
- (b) Supplement to amended statement of claim

2 PAPERS IN PROCEEDINGS

- 2.1 Tribunal directions to register claim, 20 December 1994
- 2.2 Letter of notice to interested parties, 9 January 1995
- 2.3 Letter from claimant counsel, 3 February 1995
 - (a) Draft memorandum from claimant counsel seeking an urgent hearing, not dated
- 2.4 Letter from claimant counsel seeking an urgent hearing, 13 February 1995
 - (a) Memorandum from claimant counsel in support of application for urgency, 13 February 1995
- 2.5 Tribunal directions regarding conference to hear application for urgency, 20 February 1995
- 2.6 Tribunal directions regarding conference to hear application for urgency, 1 March 1995
- 2.7 Memorandum from counsel for NZKGI and NZFF regarding attendance at conference, 13 March 1995
- 2.8 Affidavit of Bruce Norman in support of application for urgency, 14 March 1995

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- 2.9 Affidavit of Cletus Maanu Paul in support of application for urgency, 14 March 1995
- 2.10 Deputy chairperson's decision on application for urgency, 15 March 1995
- 2.11 Tribunal directions granting urgency, 15 March 1995
- 2.12 Memorandum from Crown counsel regarding the Caughey–O'Boyle report, not dated
- 2.13 Tribunal directions to constitute Tribunal to hear claim, 3 April 1995
- 2.14 Tribunal determinations and directions regarding procedural matters following pre-hearing telephone conference, 21 June 1995
- 2.15 Notice of first hearing, 27 June 1995
- 2.16 Letter from claimant counsel giving details of their professional witnesses, 30 June 1995
- 2.17 Letter from counsel for NZKMB regarding counsel and professional witnesses, 5 July 1995
- 2.18 Letter from Crown counsel regarding claimant counsel's list of witnesses and issues relating to historical evidence, 6 July 1995
- 2.19 Statement of issues from counsel for NZKGI and NZFF, not dated
- 2.20 Statement of issues from Crown counsel, 17 July 1995
- 2.21 Statement of issues from claimant counsel, not dated
- 2.22 Statement of issues from counsel for NZKMB, 17 July 1995
- 2.23 Memorandum from counsel for NZKMB seeking further pre-hearing telephone conference, 17 July 1995
- 2.24 Memorandum from claimant counsel regarding issues at pre-hearing telephone conference, 20 July 1995
- 2.25 Memorandum from counsel for NZKMB regarding issues at pre-hearing telephone conference, 20 July 1995

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- 2.26 Memorandum from Crown counsel regarding the Crown's position on historical evidence, 20 July 1995
- 2.27 Submission by Crown counsel seeking an adjournment before the presentation of closing submissions, not dated
- 2.28 Letter from Fairnington Investments Ltd asking to withdraw document A46(a), 3 August 1995

APPENDIX IV

RECORD OF DOCUMENTS

*By Tribunal order, document is confidential and unavailable to the public

The name of the person or party that produced each document or set of documents in evidence appears in brackets after each reference, except where the source of the document is already clear

A DOCUMENTS RECEIVED UP UNTIL THE END OF THE HEARING

- A1 New Zealand Kiwifruit Authority, *Report on Kiwifruit Marketing*, summary report, May 1988 (claimant counsel)
- A2 ACIL Economics and Policy Pty Ltd, *Restoring Kiwifruit Profitability: Choice, Ideas, Innovation and Growth*, ACIL Economics and Policy Pty Ltd, September 1994 (claimant counsel)
- A3 Richard Brookes, Wayne Cartwright, and Mark Domney, *Kiwifruit Industry Marketing Review*, University of Auckland, October 1994 (claimant counsel)
- A4 Letter from claimant counsel presenting documentation in support of application for urgency, 20 February 1995
- (a) GATT agreement on agriculture (claimant counsel)
 - (b) Contract between the Kiwifruit Industry Review Stage II Steering Committee, the New Zealand Fruitgrowers Federation Ltd, and Auckland Uniservices Ltd for stage 2 of industry review (claimant counsel)
 - (c) Compilation of newspaper clippings concerning the kiwifruit industry, 1990–95 (claimant counsel)
 - (d) Preliminary legal-historical submission regarding Maori off-shore trading (claimant counsel)
 - (e) Submission of Bruce Norman regarding Maori involvement in the kiwifruit industry (claimant counsel)
- A5 Claimant counsel's submissions in support of application for urgency
- (a) Letter from Te Puni Kokiri to Paul Harman regarding commercial development of multiply owned land, 14 March 1995 (claimant counsel)

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- A6 Claimant counsel's opening submissions at hearing to consider application for urgency
 - (a) Letter from Claudia Orange to Paul Harman regarding early Maori involvement in trade, 26 February 1995 (claimant counsel)
- A7 Crown submissions regarding application for urgency, 15 March 1995
- A8 Affidavit of Claudia Orange, 7 July 1995 (claimant counsel)
- A9 Evidence of Donald Loveridge (claimant counsel)
- A10 Evidence of Rahoroi Wihapi (claimant counsel)
- A11 Evidence of Ruth Richardson, 10 July 1995 (claimant counsel)
 - (a) Pre-publication extract from Ruth Richardson, *Making A Difference*, Shoal Bay Press, 1995 (claimant counsel)
 - (b) Extract from the June 1995 budget documentation (claimant counsel)
 - (c) Treasury report on producer boards, 11 January 1995 (claimant counsel)
- A12 Evidence of Wi Parera Te Kani (claimant counsel)
- A13 Evidence of Mackie Watson (claimant counsel)
- A14 Evidence of Roger Wigglesworth (claimant counsel)
- A15 Evidence of Mahaki Ellis (claimant counsel)
- A16 Evidence of Cletus Maanu Paora, also known as Cletus Maanu Paul (claimant counsel)
- A17 Evidence of Marata Norman (claimant counsel)
- A18 Evidence of Thomas McCausland (claimant counsel)
- A19 Evidence of Grant Scobie and Alexander Duncan (claimant counsel)
 - (a) Comments by Grant Scobie and Alexander Duncan on the evidence of Professor Richard Cartwright (claimant counsel)
- A20 Evidence of Waari Ward-Holmes (claimant counsel)
- A21 Evidence of Ross Johnson and Don Turner (claimant counsel)
 - (a) Letter from Grocorp Pacific Ltd regarding Waitangi Tribunal claim and AKE (claimant counsel)

Record of Documents

- A22 Evidence of Bruce Norman (claimant counsel)
- A23 Evidence of Tiopira Phares, 18 July 1995 (claimant counsel)
- A24 Evidence of Ronald Becroft (counsel for NZKGI and NZFF)
- A25 Evidence of Charles Pope (counsel for NZKGI and NZFF)
- (a) Murray Steele, *Single Desk Selling in the Export of Apples and Pears from New Zealand*, Cranfield University (UK): Cranfield School of Management, February 1995 (counsel for NZKGI and NZFF)
- (b) New Zealand Apple and Pear Marketing Board, *Brand Enza* (counsel for NZKGI and NZFF)
- A26 Evidence of Hendrik Pieters (counsel for NZKGI and NZFF)
- (a) NZKGI members' replies to membership survey (counsel for NZKGI and NZFF)
- A27 Opening submissions of claimant counsel
- A28 Maori Land Court order defining terms of Matapihi–Ohuki Trust, 3 November 1972 (claimant counsel)
- A29 Personal details of Grant Scobie and Alexander Duncan (claimant counsel)
- A30 Evidence of Professor Richard Cartwright (counsel for NZKMB)
- A31 New Zealand Kiwifruit Marketing Board, *1991 Annual Report*, p 32
———, *1993 Annual Report*, p 1
———, *1994 Annual Report*, p 3
———, *1995 Annual Report*, p 3
(claimant counsel)
- A32 R P Wigglesworth, 'The New Zealand Timber and Flax Trade 1769–1840', PhD thesis, Massey University, 1981 (this document has now been returned to its author) (claimant counsel)
- A33 Sir Roger Douglas and Bevan Burgess, *Options for Kiwifruit: An Industry in Crisis*, 1992 (claimant counsel)
- A34 Comment by Ministry of Agriculture on document A33, 29 January 1993 (claimant counsel)
- A35 Letter from Sumifru Corporation regarding its involvement in the New Zealand kiwifruit industry (claimant counsel)

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- A36 Evidence of John Palmer (counsel for NZKMB)
- (a) Submission to the kiwifruit industry review from Cool Carriers New Zealand Ltd, 28 June 1995 (counsel for NZKMB)
 - (b) Submission to the kiwifruit industry review from Carter Holt Harvey, 27 June 1995 (counsel for NZKMB)
 - (c) Table entitled 'Fruit Submitted Report' (counsel for NZKMB)
- A37 Evidence of Christopher Sims (claimant counsel)
- A38 Opening submission of counsel for NZKGI and NZFF
- (a) New Zealand Dairy Board, *Corporate Profile*, New Zealand Dairy Board: Public Affairs, September 1991 (counsel for NZKGI and NZFF)
 - (b) New Zealand Dairy Board, *The Growth of an Export Industry*, Wellington, New Zealand Dairy Board and the Dairy Advisory Bureau (counsel for NZKGI and NZFF)
- A39 Evidence of Dr Kenneth Tucker (claimant counsel)
- A40 Evidence of Wahiao Gray (counsel for NZKGI and NZFF)
- A41 Affidavit of Robin Ransom, 26 July 1995 (claimant counsel)
- A42 Evidence of Terence O'Boyle, 26 July 1995 (counsel for NZKMB)
- (a)* Tony Caughey and Terence O'Boyle, *Kiwifruit Industry Review: Final Report and Country Presentations*, Auckland, Caughey O'Boyle Ltd, 23 September 1994 (counsel for NZKMB)
- A43 Opening submissions of counsel for NZKMB
- A44 Opening submissions of Crown counsel
- A45 Evidence of John Askwith (Crown counsel)
- A46 Deloitte Touche Tohmatsu, *Financial Review of the New Zealand Export Kiwifruit Industry*, Deloitte Touche Tohmatsu, July 1995 (Alan and Graeme Rutherford)
- (a) Fairnington Investments Ltd, 'A Chronological Review of New Zealand Export Kiwifruit 1989 to 1994', August 1995 (Alan and Graeme Rutherford)
- A47 Closing submissions of claimant counsel
- A48 Closing submissions of counsel for NZKGI and NZFF
- A49 Closing submissions of counsel for NZKMB

Record of Documents

A50 Closing submissions of counsel for FOMA

A51 Closing submissions of Crown counsel

B DOCUMENTS RECEIVED AFTER THE END OF THE HEARING

B1 Submission of counsel for NZKGI and NZFF regarding the number of Maori growers in the kiwifruit industry and the consultation process during the kiwifruit industry review

B2 Submission of counsel for NZKMB regarding documents A46 and A46(a) and information to kiwifruit growers about the trading deficit in the 1992–93 season
(a) Annexes to document B2 (counsel for NZKMB)

B3 Submission of claimant counsel regarding Maori growers in the kiwifruit industry

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