

OFFICIAL

IN THE WAITANGI TRIBUNAL

Wai 1040 #3.1.31

IN THE MATTER of the Treaty of Waitangi Act 1975

AND

IN THE MATTER of the Northland Claims



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"This replaces the previous documents submitted to the Tribunal by the Taumata Kaumatua, in its entirety"

INTRODUCTION

The design group that the Tribunal charged the responsibility for designing a process for **consultation** with claimant groups within the wider iwi, simply ignored the Tribunal and designed a hearing process instead.

The authority of the group was clearly qualified: the design group was not to make any final decisions in respect of process design but rather present their consultation proposals for discussion and possible decision-making in the new year of 2006.

This group while possessing an obligation to do so, did not at anytime request of the claimants within the districts or in the wider iwi of what their Treaty interests might be or how they might or could be included or even consulted.

Rather, the clusters who had surrendered the right to make the case for their individual Treaty claims to the Crown along with the individuals specified in the directions of the Tribunal, proceeded to contract with the Crown to create a hearing process, to enable the research that the clusters were responsible for surrendering, to be presented through an arbitrary hearing process in a clear attempt to force the Tribunal to validate it. Pivotal to this approach is silencing all opposition and dissenting opinion.

The design group presumably finds the Tribunal directions as not good enough finding the money and recognition by the Crown sufficiently adequate instead.

\$180,000 later and two years down the track, this group nominated by the Tribunal to design a process for consultation, now proposes a **hearing process instead.**

THE INTENTION

The intention of the contract is clearly designed to conceal rather than reveal the facts; it proposes to replace the Tribunal process with the arbitrary hearing proposal of the design group.

The design group by its very nature is aware that outstanding research for the claims remains uncompleted because some claimants simply declined to follow their lead and surrender their Treaty claims to the Crown.

By advancing the idea of a hearing, the design group has accepted the proposition, which advocates that if claimants refuse to surrender their claims to the Crown, no money will be available for research and quite clearly, if claimants do not sign up to the surrender documents on offer, then those claims will be ignored and left behind.

Having so convincingly persuaded itself that no further research could then be so legitimately acquired, the design group accepts by legal implication, that the colonial fiction advocated by the Crown is the only valid legal evidence available for the claims.

The design group have deliberately intended by payable contract:

- a. to deprive the Hearings of the necessary facts and to undermine the Tribunal process;
- b. to simply impose colonial fiction and implied that it is the only legitimate evidence available for the claims;
- c. to conceal the fraudulent Settlements made by the Crown; and,
- d. to deliberately suppress the truth.

The payable contract redefined the role and responsibilities of the design group to propose a final hearing process and not, as was requested by the Tribunal, to design a process for consultation with claimants and claimant groups.

The clusters having already surrendered the right to make the case for their own Treaty claims to the Crown, found it remarkably easy to approve a hearing process to validate that research.

There is little doubt the intention of the design group and the Crown, is to proceed to hearings without any interest in obtaining all the necessary facts.

PREDETERMINATION

The evidence is compelling, the hearing process which has been advanced by the design group is not part of its Tribunal authorities, it is by contract organised, financed and behind its presumptions, little more than fiction.

The contracting design group has already decided on what the outcome of the Claims will be, the outcome of the Claims is that we are to be considered the tenants in the lands of the coloniser, while they become the pre-eminent repository for extinguishment money.

To achieve this predetermined outcome, those claimants who refuse to surrender their Treaty claims to the Crown along with all the other claimant groups, **are to be excluded.**

Any consideration that might bring about the inclusion of the other claimants and claimant groups is presumed by the design group, to be irrelevant.

THE CROWN FORESTRY RENTAL TRUST

In respect to the proposals issued in the name of the Ngapuhi-nui-tonu design group, we contend the following backgrounding why things have turned out the way that they have, we contend that the **Crown** forestry rental trust:

- a. refused to assist claimants unless they clustered together in a particular area so the costs of research could be driven down;
- b. informed only those claimants it thought necessary at the time of its intention to do so;
- c. attempted to panic or blackmail the remaining claimants into joining clusters by declaring that all the other claimants had joined the other clusters and if they do not join one they would be left behind;
- d. promised the clusters large sums of money at the conclusion of the claims and engendered the notion of negotiation clusters;
- e. used these clusters to provide the necessary authority by which Crown research was initially engaged;
- f. never intended to have its research tested but rather to be used exclusively for direct negotiation purposes;
- g. fraudulently declares that the body of colonial fiction it calls research is for all claimants or their claims; and,
- h. engaged individuals and the negotiation clusters by contract to design a hearing process to progress Crown engaged research, contrary to the directions of the Tribunal.

THE DESIGN GROUP

The individuals who challenged the Tribunal at the first Judicial conference have in a dramatic turn around, joined together with the negotiation clusters;

- a. to enter into contract with the Crown by fraudulently misrepresenting the directions of the Tribunal;
- b. invited other claimants to join the design group after entering into contract with the Crown to design a hearing process;
- c. attempted but failed to bind into the subsequent hearing proposal, even with the assistance of lawyers, the claimants and claimant groups they deliberately excluded;
- d. declined to request of the independent claimants and claimant groups how they could be included before entering into contract with the Crown;
- e. cannot advance an authorised opinion which accurately reflects the opinions of any other claimant or claimant group amongst the wider iwi;
- f. to wrongly assume to know what the claims, before this Tribunal, might actually entail; and,
- g. found no need to provide for the inclusion of and consultation with the independent claimants and the other claimant groups amongst the wider iwi.

It is fair to conclude that the Ngapuhi-nui-tonu **Design Group** charged by the Tribunal to design a process for consultation, either **does not exist** or has been **replaced by a Crown contract**.

ISSUES

In respect to the named individuals in the minute of the Tribunal dated 22nd December 2005, Sonny Tau, Titewhai Harawira and Pat Hohepa along with the clusters leaders responsible for designing a process for consultation, we have the following issues to bring before the Tribunal and in particular, to what extent was the decision to ignore the request of the Tribunal to create a process for consultation, influenced by:

- a. the need for the Tribunal to have all the facts which would enable a competent finding;
- b. the need to secure the money which might result from the Ngapuhi surrendering, the land, the people and their natural resources and the claims thereto, to the Crown forever;
- c. the views of all the other claimants and claimant groups specified by the Tribunal who might have an interest in the wider claims;
- d. the willingness of the clusters to advance their own claims to hearings;

- e. the necessity for all claimants and claimant groups to be fully informed of all aspects of the Tribunal request before inviting any comment on how they might be included; and,
- f. the contract with the Crown to design a hearing process.

SUMMARIZING THE DESIGN GROUP

Having successfully excluded the independent claimants and the claimant groups from its thinking and its practice, this group thereafter relied exclusively on the negotiation clusters as its authority and justification for their contract with the Crown and the subsequent arbitrary hearing proposals.

The design group enunciated by the Tribunal has effectively been replaced by the agent of the Crown who claims to be the sole and arbitrary authority on which claims the Tribunal must hear and which claims it will not.

The design group could have been better informed at the beginning, but in the blind rush to secure extinguishment money promised to them, they only saw the means of acquiring it.

Herein lays the reason for rejecting a design for consultation and replacing it with an arbitrary hearing proposal.

Putting that aside for the moment but not forgetting the importance it brings to bear on the proceedings, we raise the matter of the agreement or contract between the Crown and the Tribunal itself.

THE CROWN AND TRIBUNAL CONTRACT

To date the Tribunal has not seen fit to inform us of this arrangement, though the Crown in making mention of it and by judging the performance of the Tribunal, one could conclude that the agreement or contract essentially has the following effect:

“that the Tribunal must have due consideration to the amount of money spent by the Crown on the claims”

While there exists some basis for asserting such a position and that one cannot justifiably condone an endless programme of research to prove a point already made, this agreement has an entirely different outcome and effect when combined with the fraudulent approach by the Crown in respect to the research programme, purportedly engaged for all claims.

In considering the conduct of the Crown and the manner by which it reaches its objectives, one could reasonably conclude that this same agreement or contract now has the outcome and effect of advocating the following:

“that the Tribunal must have due consideration to the amount of money spent by the Crown in erecting this fraud and the Tribunal would be wise, considering the amount of money spent, to legitimize it”

The agreement or contract between the Crown and the Tribunal, quite obviously is intended to influence the Tribunal in favour of the questionable conduct of the Crown.

Clearly, the 38 tonnes or more of research compiled by the Crown thus far cannot sustain itself. Of course, there would be no need or reason to resort to such dubious conduct if it could.

The sheer bulk and size of this Crown research, while it is masquerading as a picture of legitimacy and competency, has underlying it all, the vitally important deception that supports all 38 tonnes of it.

To make our position abundantly clear in respect to the Treaty claims and it is fundamentally one of the reasons why we have been targeted for exclusion thus far:

“we contend that the Crown did not take the land but rather **it committed trespass**, and continues to trespass today”

Predictably, the role and intent of the Crown forestry rental trust, is to simply permanently immerse all Treaty claims made by Maori, in a sea of colonial fiction.

This agreement or contract between the Crown and the body created to hear the Treaty claims, is intended to transform and enable the Tribunal to legitimize this drowning and to enable it to cause the rest of the outstanding Treaty claims, to simply disappear.

INTERNATIONAL OPTIONS

The first important stipulation, which entitles indigenous people to raise a matter before the various bodies of United Nations, is that the matter has been unreasonably prolonged.

Though the colonial administration in New Zealand is still relatively young, 160 years or so, this impediment in the Treaty claims process constitutes yet another a departure to address the claims and no doubt meets the unreasonably prolonged requirement.

The second most important requirement is that the colonial administration must establish or create a competent body to hear the claims regarding violations. Though the Tribunal was created before parliament accepted this stipulation, parliament nevertheless has accepted that the Tribunal is the competent body to hear the Treaty claims.

It is here that all attention focuses on how the Tribunal intends to manage its agreement entered into previously with the Crown, who by no coincidence, it also a party to the proceedings before it.

While it is fair to conclude that that agreement is now of no legal consequence (considering the obviously fraudulent approach by the Crown to the claims), one cannot underestimate the tenacity of the Crown to continue to attempt to validate its own forgeries and falsehoods.

We are not being excluded because our claims lack substance. We are not being excluded because we lack the capacity to cooperate. We are not being excluded because we lack the intelligence to determine what is in our own best interests.

We have been excluded, simply because we refuse to adopt a position of surrender in the claims.

With all the fundamentals for the case to United Nations in place, all that remains is what the Tribunal will do.

CONCLUSION

It would clearly be undesirable if we were compelled to approach the relevant body to United Nations regarding the kind of treatment we are being subjected to by colonial authorities, in respect to the claims which have been made as a result of entering into Treaty with the Sovereign of England.

The Westminster Parliament in New Zealand, having been given the opportunity to make good the obligations of the Queen to Maori have instead falsely used its colonial status to engage in a very determined and deliberate programme to distort the Treaty claims process by every means at its disposal, fraudulent or otherwise.

It is entirely possible that neither claimants nor Maori may be able to advance their Treaty claims, without the direct obstructive interference by the different segments of colonial authority, all acting in association with each other to commit one fraud after another.

It is evident the colonial authorities consider we lack the competence to define, control and manage our own claims and that the fiction it calls the Crown, must take control to extinguish all our independent rights in our own best interests, in accordance with its moral legal duty as a colonial authority.

This entire fraudulent conduct and the intentional deception, by which "Crown engaged research for the Treaty claims" is gathered would not stand up before any competent authority on the planet and that, is an enduring certainty.

What remains to be seen and will govern the direction and manner in which we participate, is whether this questionable and in our view fraudulent conduct of the Crown will be held up by the Waitangi Tribunal itself.