

**IN THE WAITANGI TRIBUNAL
KEI MUA I TE ROOPU WHAKAMANA I TE TIRITI O WAITANGI**

**WAI 1040
WAI 745
WAI 1308**

IN THE MATTER OF Te Tiriti o Waitangi Act 1975

AND

IN THE MATTER OF Te Paparahi o Te Raki Inquiry

AND

IN THE MATTER OF a claim filed by Paki Pirihi on behalf of Patuharakeke and a claim filed by Ngawaka Pirihi and others on behalf of the owners of Pukekauri 1B1, 1B2, 1B3, 1B4 and 1B5 and Takahiwai 4C, 4D1, 4E, 7A, 7B2 and 7C

**FIRST AMENDED STATEMENT OF CLAIM
Dated the 13th day of October 2011**

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Ko Manaia te Maunga
Ko Whangarei Terenga Paraoa te Moana
Ko Rangiora te whare
Ko Takahiwai te Marae
Ko Patuharakeke te hapu
Tihewa Mauriora!

KO NGA KAIHONO - THE CLAIMANTS

1. In 1998 a claim was filed by Joanne Midwood on behalf of Patuharakeke and was amended in 2007 replacing Ms Midwood with Mr Paki Pirihi as the named claimant, the claim is registered as WAI 745.
2. In addition to WAI 745, WAI 1308 was registered with the Waitangi Tribunal in 2005, a claim on behalf of the owners of Pukekauri 1B1, 1B2, 1B3, 1B4 and 1B5 and Takahiwai 4C, 4D1, 4E, 7A, 7B2 and 7C.
3. WAI 745 is the comprehensive claim of Patuharakeke and is prosecuted in conjunction with WAI 1308 a claim specific to lands contained within various Pukekauri and Takahiwai blocks compulsorily acquired by the Crown.
4. Patuharakeke are the descendants of Te Toru (also known as Urekuri), Te Taotahi and Te Pirihi Whakaariki. It is through the descendants of Te Toru that Patuharakeke are closely related to iwi including Ngapuhi, Ngati Wai, Ngati Whatua and Te Uri o Hau.
5. Patuharakeke are linked by whakapapa to their lands and their taonga. This connection establishes their mana whenua, kaitiakitanga and tino rangatiratanga, including their right to establish and maintain a meaningful and sustainable relationship between hapu, whanau and their ancestral taonga.

6. Patuharakeke's relationship with their land and taonga is confirmed by the maintenance of ahi kaa. These associations are reflected in waiata and other forms of Patuharakeke custom that relate to how their ancestral maunga, awa, moana and other taonga are connected through whakapapa with all entities from the beginning of time.
7. This claim is brought to represent the harm suffered by Patuharakeke at the hands of the Crown, and the suffering of their descendants in the years that followed.
8. The Wai 745 and WAI 1308 statements of claim are associated with WAI 504 which relates to the descendants of Tautohe and Ramari Paki.

TE ROHE - THE CLAIM AREA

9. Prior to the delineation of land blocks by the Native Land Court the area of Patuharakeke interests included:

"...all the lands beginning at Otaika verging on Toetoe...then west to Tangihua, then south verging on the east to Ruarangi then Taipuha, then south east through Mareretu then Piroa to Mangawhai north of the harbour, then due east to include the islands of the Mokohinau group then towards Te Akau (the coast) to include the islands of Maui i roto and Maui i taha, Marotiri, Taranga, Ngatuturu (Sail Rock) thence to Manaia and Whangarei Heads; thence up the Whangarei Harbour to incorporate Patungarahi (Snake Bank) onward to Parua and Solomon's Pt then Tamaterau and Pakikaikutu, Rahongaua, Ruakekeno, Tahunatapu, and to include interests in the islands of Motupomona, Motukawau, Motu Karoro, Pouroa, Okoko, Tongamaru, Ko Mapuro at the Whangarei Heads area and in Whangarei Harbour across and up to Tikorangi (Portland) and Otaika and Toetoe.

The southern side of the harbour includes Toetoe, Otaika, Tikorangi, Te Mahe, Karoronui, Titahi, Mahakitahi, Pikopikokaumatua, Totara, Kahuitieke, Hira Aute (Hirauta), Springfield, Mangapai, Mata, Kopuawaiwaha, Pokapu, Waiorehua,

Waiparaoa, Te Kapaha, Mangawhati, Te Wita, Te Papa, Toituroa, Waitoheroa, Kuramakanoa, Ngatiti, Motupapa, Takahiwai, Okotuku, Waikauwera, Koutu and Te Arakahika, Te Rauiri, Matakaka, Poupouwhenua, Pitotorea, Patupo, Tupehau, Ruakaka, Orua, Uretiti, Waipu, Te Paritu, Te Waionepu, Pukewherowhero, Kaiweka, Ohiha, Te Hau o Manaia, Orua, Waipapa, Wakapakeke, Maia, Opatea, Haukawarua, Hikuware, Wharekura, Pohenui, Pukehinau, Poherangi, Pukekaramarama, Te Raka, Puketotara, Roto Moeho, Te Kaweka, Te Taotaonoa, Te Haronga, Taumatatuhi, Kaupare, Te Kapewhiti, Te Raorao, Te Uriowhetau, Wakatarariki, then onward to the northern side of Mangawhai again.”¹

10. All the lands and waters, including swamps, lakes and ranges encompassed in this territory have traditionally been the domain of Patuharakeke or its ancient Aho Matua (parent grouping) with occasional seasonal rights such as patunga Kuaka, Parera, kopua Mango, Manu Oi shared in common with other related hapu.
11. In addition to the above Patuharakeke acknowledge shared mana whenua and mana moana to Tawhiti Rahi and Aorangi (the Poor Knights Islands) through Oneho the daughter of Te Taotahi son of Motatau and their ancient Ngati Manaia whakapapa.
12. Other regions throughout the eastern seaboard from Te Rawhiti in the southern Bay of Islands to Motu Kokako (Piercy island) off Rakaumangamanga to Whangaruru, Mimiwhangata, Whananaki, Matapouri, Ngunguru, Tutukaka, Taiharuru, Pataua, Ohuatahi and Te Whara. From there to Aotea (Great Barrier), Hauturu (Little Barrier) and various areas of the coast right through to Mahurangi in the south hold significance for Patuharakeke, however it is acknowledged that they are attended to by whanaunga hapu who hold ahi ka roa in those rohe.

¹ Patuharakeke Oral Korero

POLITICAL ENGAGEMENT

First Cause of Action: Undermining Tino Rangatiratanga of Patuharakeke

13. In breach of the guarantees made in Article II and the principles of Te Tiriti o Waitangi, the Crown failed to respect the autonomy and te tino rangatiratanga of Patuharakeke, and actively sought to undermine the tribal leadership and mana motuhake of Patuharakeke.
 - 13.1. The rangatira of Patuharakeke sought to prevent the encroachment of colonisation on lands under their mana and to prevent the loss of land, but the Crown actively opposed their efforts.
 - 13.2. The mana and authority of rangatira was undermined and social cohesion diminished through Crown policies and actions, including in particular:
 - 13.2.1. corrupt land purchase and survey practices of the Crown in order to confiscate land within the rohe of Patuharakeke;
 - 13.2.2. limiting Patuharakeke turangawaewae to the area of Takahiwai through policies and practices that restricted land use and access;
 - 13.2.3. the individualization of title;
 - 13.2.4. the Crown's actions in failing to recognize the authority of traditional leaders in favour of chiefs with whom it could deal; and
 - 13.2.5. the failure to ensure that Patuharakeke were partners in local and central government, including

by ignoring or undermining Patuharakeke decision-making processes and leadership.

NINETEENTH CENTURY LAND ALIENATION

Second Cause of Action – Confiscation of Te Poupouwhenua

14. In breach of Article 2 of Te Tiriti the Crown through its agent John Grant Johnson confiscated Te Poupouwhenua, approximately 2,500 acres of extremely valuable land for an alleged offence committed by 'Whangarei Maori'.² Te Poupouwhenua includes the area now known as Marsden Point and One Tree Point.³

14.1. Similar to the events surrounding the confiscation of the Te Kopuru Block, the Crown's intervention was purely for its own benefit and to further the implementation of its own land purchase policies. Its coercive actions undermined the authority of rangatira.⁴

14.2. Between January 1845 and February 1845 the Crown, through Johnson, failed to properly investigate a dispute arising between individuals including Mate, Parihoru, Te Pirihi Koukou and a settler, Millon, which resulted in seizing and damaging certain property belonging to Millon who was occupying land that Parihoru believed he still owned.

14.3. As a result, Governor Fitzroy held certain individuals responsible for the dispute and demanded 'compensation' from the tribe.⁵

² O'Malley, V. Northland Crown Purchases, 1840-1865, July 2006, p.71.

³ Pickmere, Nancy Preece (1986). *Whangarei: The Founding Years*. pp. 79–81.

⁴ Wai 674, The Kaipara Report, Old Land Claims in Northern Kaipara, pg. 96.

⁵ Supra note, 2, p.74.

- 14.4. Mate and others were expected to cede lands in compensation for the incident and were compelled to sign an agreement dated 8 February 1845 which has never been located despite being referred to in several maps as land 'surrendered' and ceded to the Government.⁶
- 14.5. The forced cession was unjustified and excessive and did not reflect the dealings between Millon and Parihoru, Te Pirihi Koukou and Mate nor did it recognise the complexities involved with tikanga and kawa that influenced the actions of Parihoru, Te Pirihi Koukou and Mate.
- 14.6. The Crown failed to return the ceded land to the customary owners or pay compensation even though the practice of imposing a land penalty was contrary to the instructions of the Secretary of State for the Colonies. Instead, it used the cession as the basis for a Crown purchase transaction (the Rauiri [Poupouwhenua] purchase of 1854) incorporating more land than the original 1845 cession.
- 14.7. Instead of recommending compensation or return of the land to the customary owners, the Crown through its agent Johnson entered into negotiations for a new deed, offering 10 pounds to give up claim to the land.⁷
- 14.8. In addition to the failure of the Crown to act in good faith the payment made to those who signed the 1854 Deed was below market value.

⁶ Ibid, p.78

⁷ Deed of Conveyance 1854, p. 138.

14.9. The Crown failed to investigate relevant hapu affiliations and customary interests in the land, and failed to obtain from the owners of that land their consent to the purchase. The Crown also failed to set aside reserves within the area covered by the 1845 confiscation, or within that area covered by the 1854 purchase, thereby ensuring the dispossession and impoverishment of Patuharakeke.

Third Cause of Action – Failure to protect the land base of Patuharakeke through Crown purchases

15. The Crown actively pursued a Crown purchasing programme notwithstanding Patuharakeke's strong objections. Blocks that were included as part of the Crown Purchase programme included: Waipu No.1 and No.2 Blocks, Ruakaka Block, Te Mata Block, Ruarangi and Poupouhenua.

15.1. Over a period of 5 months from February 1854 to July 1854 Patuharakeke had lost the majority of their land to the Crown including Waipu No.1 and No.2, Ruakaka, Ruarangi and Poupouhenua. By 1858 Te Mata block was also purchased by the Crown. In less than 18 years following the signing of Te Tiriti approximately 60,000 acres⁸ of the best and most fertile and attractive land in and around Ruakaka, Waipu, Poupouhenua and Mata had been purchased by the Crown.

⁸ Supra note 2, pg 278.

- 15.2. Large tracts of land included in the Crown purchase Deeds were not surveyed or included in any survey plan before the Deeds were signed.⁹
- 15.3. The Waipu Deed contained no plan at all or any indication as the area of the block.¹⁰
- 15.4. The Crown purchase deeds were typically only witnessed by John Grant Johnson who also acted as translator and was the Crown Official negotiating the purchase.¹¹
- 15.5. The Crown priority to the demands of the Nova Scotian settlers to that of Patuharakeke leading to the sale of Waipu and the lack of reserves set aside for Maori.¹²

Authority to transact

16. The Crown targeted rangatira and others willing to transfer land without undertaking an adequate inquiry as to whether such sellers had the customary authority to enter into the transactions, or whether all those with interests in the land involved were party to the transactions.
17. The Crown signed the Ruarangi Deed in Auckland without the consent and/or knowledge of the majority of those with interests in the land, including the alienation of reserves.
18. The Crown failed to instigate any process by which Maori with an interest in the land under negotiation could register that interest.

⁹ Innes, Craig. *Northland Crown Purchase Deeds, 1840 – 1865, May 2006.*

¹⁰ Supra note 2, p. 286.

¹¹ Ibid.

¹² Supra note 2, pg 279.

Adequacy of price

19. The Crown unfairly used its position as a 'monopoly purchaser' to influence price and insisted on paying absolute minimum price.
20. The purchase price paid to Patuharakeke for land was arbitrary, due to the uncertainty of the definition of boundaries of land, the owners of the land, and the number of owners to be compensated, and was below market value.
21. The Crown acquired lands as cheaply as possible and used a variety of unfair and unconscionable tactics to deprive the owners of the true value.

Conflict of interest of Crown agents

22. The Crown failed to ensure that its officials did not benefit personally from the purchases, which compromised their ability to be objective and act in good faith.

Purchase process

23. In breach of the principles of Te Tiriti, the Crown carried out pre-1865 purchase transactions in a manner that was substantially flawed, completed in haste and poorly documented, as to be uncertain in terms of their validity.
24. The Crown inaccurately or carelessly translated into Maori the documents witnessing the sale.
25. Pre-1865 Crown purchase transactions failed to define boundaries and reserves adequately or properly.

26. The Crown through its agent Johnson had failed to obtain the consent of all the owners in the Ruakaka and Waipu blocks.¹³

Fourth Cause of Action - Failure to set aside Reserves for Patuharakeke

27. The Crown failed to ensure that any reserves were made from some purchases, adequate reserves were made from any purchases, and that the reserves that were made remained in hapu and iwi ownership and control within the claim area.
28. The Crown inadequately worded the documentation witnessing the sale thereby derogating from the original agreement where it concerned reserves.
29. Four of the 6 major blocks in the 1854-1858 purchases had no land set aside as reserves despite protests by rangatira to do so. The Crown through its agent Johnson failed to protect land promised as reserves.
- 29.1. Only the Ruakaka and Te Mata Blocks had land reserved for the original owners being Waiwarawara and Kopuawaiwaha.
- 29.2. The Te Mata Block was purchased by the Crown in 1858 and four reserves were to be established including Kahuietieke (35.3.10 acres), Pokapu (36.2.0 acres) and Te Totara (39 acres). None of the reserves were ever formally gazetted as a reserve under the Native Reserves

¹³ Ibid p. 283.

Act 1856 and subsequently sold as part of the Te Mata Block.

Kopuawaiwaha

30. Kopuawaiwaha is first described in the Deed of Purchase for the Te Mata block in 1858. The boundary of Kopuawaiwaha is adjacent to the Te Mata Block and the Ruakaka Block. It is a significant block for Patuharakeke who traditionally used the area for a multitude of purposes including gathering rongoa, water, as a means for getting through to more inland areas and incorporates areas regarded tapu. It was also referred to on a survey plan of the Te Mata block as 'Jonah's Reserve', a translation of and reference to Hona Te Horo.

30.1. In 1875 an application was made to have the original certificate of title amended to include one name from each hapu who had interests in the block including Hona Te Horo, Hona Kawanui, Te Pirihi Whakariki, Ripeka Paora and Hemi Hoera.

30.2. The Crown held the grant of issue to the five persons named until the conveyances were signed by each of the five persons.

30.3. In 1885 an application was made to the Native Land Court for subdivision and by 1896 four blocks had been partitioned and alienated to European owners.

30.4. Despite purporting to set aside land for the Kopuawaiwaha reserve the Crown actively sought to

acquire a share of Kopuawaiwaha 4 and purchased what was originally intended to be protected.

- 30.5. Of the original 1129 acres applied for as Kopuawaiwaha 4 only 65 acres remains in Maori ownership which includes a wahi tapu.

Waiwarawara and other Reserves

31. Waiwarawara was set aside as a reserve constituting 10% of the Ruakaka Block. However, the reserve was never gazetted and the entire block was purchased by Thomas Henry.
32. The Pokapu and Kahuetieke blocks were also set aside as reserves, however they were never gazetted.

Fifth Cause of Action – Failure to ensure 10% of future proceeds realised by Patuharakeke

33. In the Mangawhai and Ruakaka purchase transactions, the Crown failed to give effect to oral promises of 10 percent of proceeds of the sale of blocks. The written clauses were merely inducements to encourage the sale of the Ruakaka Block.
34. The Crown failed to address or remedy ongoing hapu and iwi complaints and petitions¹⁴ concerning the delivery on the oral promises and written clauses or the administration of the 10 percent fund.
35. The 10 percent clause expressly required the Crown to provide for the benefit of 'Aborigines.'

¹⁴ Examples of Patuharakeke petition are those written by Maki Pirihi.

36. The Crown failed to deliver the promised benefits to Patuharakeke.
37. The Crown failed to ensure that 10 percent clauses were included in all sale deeds within the Patuharakeke rohe.

Sixth Cause of Action – Corrupt Land Purchase Practices

38. Between the signing of the Ruakaka Deed (dated 16 February 1854) and the Mangawhai Deed (dated 3 March 1854) the Waipu Deed (first signatures affixed on 20 February 1854) was signed without a 10 percent clause included in it.
39. Johnson as Crown Agent negotiated the purchase of the Waipu Block on terms outside the scope of the original Crown instructions for the benefit of Nova Scotian settlers.
40. Based on later block area estimates of 30,000 acres the average price paid per acre was 2.4 pence. The Crown thereby failed to provide adequate protection to Patuharakeke in allowing its agent to negotiate an agreement beyond the scope of his authority.

Seventh Cause of Action – Alienation of Land for the Settlement of Pakeha

41. In the period between 1850-1865, the Crown came under increasing pressure to source land in the Bream Bay District for settlement. The Crown's policy was to acquire large areas of Maori land in order to achieve this purpose. In formulating this policy, the Crown decided and assumed that in order to successfully develop the land it was required to alienate land from Maori and redistribute that land for Pakeha settlement. The Crown's policy breached the rights of

Patuharakeke under Te Tiriti, including Article II and their rights as citizens pursuant to Article III.

41.1. The Crown's settlement objectives in the Ruakaka and Waipu purchases were dictated by Scottish settler demands¹⁵ whereby settlement would only take place if Maori were confined to a limited reserve.

41.2. The influence of Nova Scotian settlement meant that greater priority was given to settlers over Maori interests in breach of Articles 2 and 3 of Te Tiriti and the principle of Good Faith.

42. In breach of the principles of Te Tiriti, the land blocks Pukekauri 1A and 2A were vested in the Crown in lieu of survey costs.

43. The Crown granted title of the Te Mata block to Thomas Henry prior to a title investigation contrary to section 42 of the Native Lands Act 1965 and the principle of good faith.

44. The Crown acted in breach of the principles of Te Tiriti in purchasing or allowing the purchase of further land from Patuharakeke in the early twentieth century, in that by so doing, Patuharakeke was left with insufficient land on which to support themselves.

45. The Crown's methods, supported by legislation, were unfair to Patuharakeke and facilitated the sale of the land, in that the Crown created a "coercive market environment" in which there was a serious imbalance between vendor and purchaser:

45.1. Through the passage of the Native Land Act 1909, the Crown removed all restrictions on the sale of Maori land,

¹⁵ Supra note 2, p. 279.

- whether general in nature or specific to a particular block.¹⁶
- 45.2. The Crown exploited (and allowed private purchasers to exploit) the perilous economic circumstances in which many of Patuharakeke found themselves.¹⁷ Through the Native Land Act 1909, the Crown was able to purchase land on the resolution of a bare majority present at an owners' meeting, even if those present represented only a tiny proportion of the total owners and/ or shareholding.¹⁸
- 45.3. The Crown placed considerable pressure on owners to sell. The Crown called meetings of owners to seek a resolution to sell, but if the owners voted against sale, the Crown then proceeded against the express wishes of the collective owners to seek the purchase of individual shares.¹⁹ Similarly, private purchasers could purchase individual interests, irrespective of the opposition of the owners as a whole. The Crown also sought succession orders so that it could approach successors individually to sell their undivided shares.²⁰
- 45.4. Pursuant to the Native Land Act Amendment Act 1913, the Crown was able to acquire land against the wishes of the collective owners by purchasing the shares of individuals and then partitioning the vendors' interests out.²¹

¹⁶ Hearn T.J. 1909 to 1945, 2006, p130.

¹⁷ Hearn, p101 and p195.

¹⁸ Hearn, p48; for example, the purchase of the Hautu block, refer p111.

¹⁹ Hearn, pp99-100.

²⁰ Hearn, p219.

²¹ Hearn, p69.

- 45.4.1. On partitioning, the Crown sought the best part of the block, in terms of location, soil, and access.²²
- 45.4.2. Continued partitioning had the effect of making it harder to achieve an economic return on the remainder of the block, which facilitated sale of the shares of the remaining owners.²³
- 45.5. The Crown imposed orders prohibiting alienation on blocks it had selected for purchase, to prevent competition from private purchasers, and then took advantage of the monopoly position it had created to purchase the land cheaply and at less than a fair price.
- 45.6. The Crown failed to establish adequate protection mechanisms to ensure that Patuharakeke received fair value for their lands. The Crown did not pay the owners a fair value for the land and valuations did not take into account the value of the land on an open market.²⁴
- 45.7. The Crown prevented Patuharakeke from developing their land through the indiscriminate and prolonged use of orders prohibiting alienation, such orders being imposed for the purposes of the Crown's land purchase programme. The orders prevented owners from earning income on their land privately either through partial sale, lease, sale of cutting rights to timber or through use of the land as security.²⁵
- 45.8. The Crown ignored, opposed or sought cancellation of partition orders sought by Patuharakeke with the objective

²² Hearn, p218.

²³ Hearn, p218.

²⁴ Hearn, p219.

²⁵ Hearn, p231.

of developing their land where those plans interfered with the Crown's purchase plans.²⁶

"Gifting" of Land for Settlement

45.9. Landholdings such as the school and post office sites were "gifted" to the Crown by Patuharakeke in accordance with tikanga tuku, central to that practise are reciprocal obligations.

45.10. The Crown has failed to uphold those obligations such as protecting the land from environmental harm, ensuring Patuharakeke have access to the resources on the gifted land and returning the land when it is no longer needed for the purpose it was given.

45.11. The Crowns actions have marginalised Patuharakeke from areas significant to them and failed to respect and acknowledge the purpose for which the land was gifted.

Eighth Cause of Action - Failure to Ensure That Patuharakeke Retained Sufficient Endowment of Land

46. All of the land alienated from Patuharakeke in the nineteenth century was alienated in circumstances where the Crown was in breach of the principles of Te Tiriti o Waitangi.

47. The Crown actively pursued further acquisition of Patuharakeke lands, both by way of Crown purchase and by allowing private purchases, even where the land loss of Patuharakeke had reached the point where they no longer retained a sufficient endowment of land. In so doing, it failed to adhere to its Tiriti obligations to ensure the retention

²⁶ Hearn, p241.

of a proper endowment of land for Patuharakeke and to avoid any further alienations of land when Patuharakeke already had insufficient land on which to support the hapu and whanau.

- 47.1. The insufficiency of land owned by Patuharakeke is evident through the fact that the small portions of land that remain have not been big enough to develop as viable farming and development options with many whanau leaving the district to seek work in the urban areas;
- 47.2. Much of the land retained by Patuharakeke have restricted access rendering it second class land compared to the coastal land that dominates the area;
- 47.3. Despite the significance of various maunga, awa and moana to Patuharakeke, the Crown actively sought to alienate those areas of significance in breach of Te Tiriti.

Ninth Cause of Action: Breach of Duty of Active Protection

48. In breach of the guarantees in Article II and in breach of the duty of active protection, the Crown could have, but chose not to:
 - 48.1. lease land that it required from Patuharakeke on fair terms, rather than seeking an outright purchase;
 - 48.2. Assist the owners in the development of their lands. In the absence of government assistance, virtually the only way that Patuharakeke hapu could raise capital to develop their lands was to sell portions of their remaining land.

TWENTIETH CENTURY

Tenth Cause of Action – Construction of the Marsden Point Oil Refinery

49. Patuharakeke has witnessed the desecration of land at Poupouwhenua with the construction of the Marsden Point Oil refinery in 1962.²⁷ The physical and spiritual impact of having such a structure on this land is an affront to the values and tikanga of Patuharakeke and a reminder of the deceitful nature in which the transaction of 1845 took place.

49.1. The Crown, in breach of its Tiriti guarantees and the principles of good faith and active protection, began construction of the refinery without consulting with, or securing the agreement of Patuharakeke who hold mana whenua over the land.

49.2. The Crown employed policies such as “Think Big” to expand the refinery and other projects such as the Marsden A Power Station to increase the productivity of assets in disregard of the guarantees given under article two of Te Tiriti.

50. In breach of the principles of Te Tiriti o Waitangi, the Crown established the Marsden Point Oil refinery without giving adequate consideration to the effects of the scheme on Patuharakeke’s taonga tuku iho, including in particular the environmental, cultural and spiritual impact of the Refinery, the difficulties it has posed in practising kaitiakitanga and the negative implications on future economic, social and cultural development and tribal identity.

50.1. The Marsden Point Oil refinery permanently transformed the land, and sea within the rohe of Patuharakeke. As a

²⁷ NZ Oil Refinery History, Website.

- result, taonga tuku iho of Patuharakeke, including Rauiri, Poupouwhenua and the Takahiwai estuary, were changed forever.
- 50.2. The physical breadth and impact of the refinery area has restricted Patuharakeke's tino rangatiratanga over its land and development.
- 50.3. The tino rangatiratanga of Patuharakeke has been undermined by the failure to give Patuharakeke a meaningful role in the planning, management and decision-making process relating to the operation of the refinery.
- 50.4. In proceeding with the refinery for the benefit of the nation, the Crown failed to provide an opportunity for Patuharakeke to participate in the planning and procurement of benefits arising from the utilisation of taonga considered by the Crown to be major economic assets in their rohe.
- 50.5. The Crown has failed to compensate Patuharakeke for the cultural, social, economic, spiritual or environmental impact of the refinery or for the use of their taonga and resources in the refinery development.
- 50.6. The establishment and operation of the Refinery has resulted in the desecration of Patuharakeke taonga tuku iho, including in particular Rauiri, Te Koutu and Whangarei Terenga Paraoa, in spiritual and environmental terms:
- 50.6.1. Harming of the mauri of the fishery, through artificial interference with the natural flow of the waters;

- 50.6.2. Damage and loss of wahi tapu;
- 50.6.3. The adverse impacts of the refinery on surrounding areas including sediment drop without consultation or inclusion in the planning, protection, operational and management decisions relating to the refinery;
- 50.6.4. The destruction of bio-diverse native species of kaimoana and the consequent loss of this important resource for Patuharakeke;
- 50.6.5. Other environmental damage, such as air pollution, sediment drop into the land and sea.
- 50.6.6. The consequential irreversible loss of cultural knowledge as a result of the destruction of waahi tapu and permanent changes in the cultural landscape and environment of Patuharakeke and their loss of customary access to these areas.

Eleventh Cause of Action – Vesting of Reclaimed land at Poupouwhenua

- 51. The vesting of reclaimed land in the Crown of 30.7150 hectares used to construct a port in the Whangarei Harbour in 1999 is contrary to the principles and guarantees under Te Tiriti o Waitangi.
- 52. Patuharakeke claim that they have never relinquished customary title to the foreshore and seabed of Poupouwhenua and that fee simple title be re-vested back with Patuharakeke.
- 53. The Crown through its agent, the Department of Conservation ('DOC'), continues to sanction further alienation and extinguishment of active interests and duties that Patuharakeke holds in the area. The

Crown has vested freehold title to reclaimed lands in a private industrial company NorthPort Corporation for minimal consideration.

54. The Crown continues to favour high impact industrial activity within the rohe of Patuharakeke.
55. In breach of the Conservation Act 1987 and in breach of the duty of active protection under Te Tiriti o Waitangi the Crown has failed to protect the environment in transferring ownership to the business and private sector.
56. In supporting alienation to overseas interests, the Crown through DOC has allowed unfettered industrial development over and above ensuring retention and protection of the environment with the rohe of Patuharakeke.
57. The Crown has failed to protect the environment in a sustainable manner by supporting alienation of areas of national importance such as parts of the Whangarei harbour and the coastline further undermining Patuharakeke's environmental viability and the opportunities to develop its capacity.

NATURAL RESOURCES

Twelfth Cause of Action – Failure to Protect Patuharakeke Water Resources

58. Patuharakeke claim that they never ceded customary title in the freshwater tributaries, foreshore or seabed and therefore in breach of the principles of Te Tiriti o Waitangi, including in particular the

guarantees in Article II and the principle of active protection the Crown:

- 58.1. has failed to recognise and protect the mana and te tino rangatiratanga that Patuharakeke held over the Moana in particular Te Rauiri, Whangarei Terenga Paraoa and Te Moana-nui-a-Kiwa and the rivers, including Ruakaka and Waipu and the Takahiwai estuary and the customary rights that entitled them to use and control the use of the waters of their harbours, ocean, rivers and rerenga wai.
59. Patuharakeke water resources have been damaged, depleted and polluted by the Crowns failure to ensure legislation and management practices of its local government bodies protect the water resources of Patuharakeke. This has lead to:
- 59.1. Untreated sewerage overflow into Whangarei Terenga Paraoa;
 - 59.2. Depletion of fish and shellfish stocks in the Takahiwai estuary, Whangarei Terenga Paraoa, Te Rauiri and Te Moana-nui-a-Kiwa;
 - 59.3. Pollution of rivers from farming and industrial sites and therefore the depletion of eel and freshwater koura stocks;
 - 59.4. Erosion of river banks and tidal sand banks.

Thirteenth Cause of Action – Failure to Protect the Mauri of Te Rauiri

60. Te Rauiri was a significant place for Patuharakeke as it was abundant in snapper, flounder, herring and piper. The mouth of Te Rauiri was also well known for its tipa, pipi, tuatua and kuku. The role that Te

Rauiri played in being a primary source of food for hui/gatherings and at a more domestic level.

61. The abundance of food at Te Rauiri is also a reflection of the significance that Te Rauiri holds as a breeding and nurturing ground for the fisheries and shell fish.
62. In breach of the principles of Te Tiriti o Waitangi, including the principle of active protection the Crown failed to recognise the significance of food sources and environments such as Te Rauiri.
 - 62.1. The Crown has failed to protect the mauri of Te Rauiri by allowing building and development through and around Te Rauiri;
 - 62.2. The Crown has failed to protect Te Rauiri as a food source of Patuharakeke to ensure access and use is preserved for Patuharakeke;
 - 62.3. The Crown has failed to protect Te Rauiri as a taonga that will enable Patuharakeke to perform the customary role of kaitiaki tangata and kaitiaki taiao.

Fourteenth Cause of Action – Failure to Protect Whangarei Terenga Paraoa

63. Whangarei Terenga Paraoa is significant to Patuharakeke and many other hapu and iwi that surround it. Patuharakeke acknowledge within their traditional korero the presence of taniwha particularly at Te Koutu (where Marsden Point Wharf is now located), Kuramakanoa and Parua, the presence of which become apparent in natural phenomena.

64. The loss and absence of these taniwha over the last three generations has coincided with the loss of control and management by Patuharakeke over their moana.
65. In breach of the principles of Te Tiriti o Waitangi, including the principles of partnership and active protection the Crown has failed to protect the mauri and mana of Whangarei Terenga Paraoa.
 - 65.1. The Crown has failed to ensure that Patuharakeke maintains a governance and management role in relation to areas of significance to Patuharakeke on Whangarei Terenga Paraoa;
 - 65.2. The Crown has failed to implement policies, practices and acts that ensured that the Crown and its agents managed the moana in a way that involved Patuharakeke as Tiriti partners and as kaitiaki of their taonga;
 - 65.3. The Crown has failed to protect the mauri of the Whangarei Terenga Paraoa by allowing the construction and operation of large scale infrastructure at sites of significance to Patuharakeke including Te Koutu;
 - 65.4. The Crown has failed to protect Whangarei Terenga Paraoa as a food source of Patuharakeke by allowing the overflow of raw sewerage to spill into the harbour and contaminate food sources; and
 - 65.5. The Crown has failed to uphold the principle of partnership by giving priority to the commercial objectives of private businesses who occupy large parts of the foreshore and seabed of Whangarei Terenga Paraoa over the wider objectives of Patuharakeke.

NATURAL ENVIRONMENT/ HERITAGE

Fifteenth Cause of Action: Natural Environment

66. In breach of the principles of Te Tiriti o Waitangi, including the principles of partnership and active protection the Crown failed to recognise or incorporate the traditional management systems of Patuharakeke within its systems for managing indigenous forests and wildlife.

66.1. The Crown has failed to ensure that Patuharakeke have any sufficient participation in the management of indigenous forests and wildlife;

66.2. The Crown has failed to implement policies, practices and acts that ensured that the Crown and its agents managed the environment in a way that involved Patuharakeke as Tiriti partners and as kaitiaki of their taonga.

67. In breach of the principles of Te Tiriti o Waitangi, including the principles of partnership and active protection, the Crown failed to maintain the integrity of the natural environment within the Patuharakeke rohe.

67.1. The Crown failed to ensure that the lands of Patuharakeke were not severely eroded or flooded, that the habitats for indigenous plant, fish and bird life were not devastated, degraded, depleted or made extinct and that Patuharakeke did not suffer from the deterioration or disappearance of their traditional housing, food gathering and land resources.

67.2. Almost the whole of the Patuharakeke rohe has been cleared of indigenous forests, which has devastated

ownership and access by Patuharakeke to their taonga including bird and plant life.

- 67.3. The Crown's failure to implement policies, practices and acts to retain indigenous forests and its policies, practices and acts of encouraging clear felling and farming or exotic forestry have led to the replacement of indigenous forest with pastoral and exotic plants, further undermining the kaitiaki obligations of Patuharakeke.
 - 67.4. Much of the remaining significant indigenous habitat is in the hands of the Crown (through its agents the Department of Conservation, and local and regional authorities) or in private hands.
 - 67.5. Pursuant to the Wildlife Act 1953 the Crown granted itself the sole right to control the dead bodies of indigenous birds and marine mammals (including feathers), and to manage the harvest and use of indigenous birds, and it continues to do so.
68. By those acts and omissions, the Crown was responsible for the loss of uncultivated mahinga kai (including birds, fernroot, berries and kiore) and the loss of resources (including feathers, whale bone and rakau), which were used to make tools, clothing, and to support other economic activity.

PUBLIC WORKS

Sixteenth Cause of Action - Public Works Takings

69. In breach of the fundamental guarantee in Article II of Te Tiriti o Waitangi, and further in breach of the principles of Te Tiriti o Waitangi, the Crown used public works and other legislation to compulsorily acquire Patuharakeke land.

69.1. The public works legislation, including the Public Works Acts of 1882, 1894, 1928 and 1981²⁸:

69.1.1. is fundamentally inconsistent with the basic guarantee given in Article II of Te Tiriti o Waitangi that Maori could keep their land until such time as they wished to sell it at a price agreed with the Crown;²⁹

69.1.2. failed adequately to recognise the relationship of Patuharakeke with their ancestral land and to provide for adequate compensation for the loss of land and such failure is in breach of Te Tiriti obligation of the Crown adequately to recognise and protect the rangatiratanga of Patuharakeke.³⁰

69.2. The Crown resorted to public works legislation to facilitate the acquisition of multiply-owned Maori land because it was less developed and therefore cheaper to acquire and the ownership complications made the use of compulsory

²⁸ McBurney. pg. 41.

²⁹ Waitangi Tribunal, *Turangi Township Report 1995*, p377.

³⁰ *Turangi Township Report*, p378, para 22.2.3.

acquisition legislation simpler than direct willing buyer/ willing seller negotiations with owners.³¹

69.3. Not all land taken under public works legislation is used for the purpose for which it was originally acquired, and in some cases the Crown takes more than it needs. Patuharakeke have been prejudicially affected by the omission of the Crown to make provision, when exercising its powers of compulsory acquisition under the public works legislation over Patuharakeke land, for any such land no longer required for the public work for which it was taken to be returned to Maori ownership at the earliest possible opportunity and with the least cost and inconvenience to the Maori owners. Such omission is inconsistent with the Crown's Tiriti obligation under Article II actively to protect Patuharakeke rangatiratanga over their ancestral land.

69.4. The offer back provisions of the Public Works Act 1981 (sections 40, 41 and 42) are inconsistent with the principles of Te Tiriti o Waitangi in that they:

69.4.1. permit the Crown, in certain circumstances, without consultation with former Maori landowners or their successors, not to offer surplus land back to such former owners;

69.4.2. permit the Crown to retain the whole of the profit from the sale of such surplus land at current market value, whether sold back to the former Maori owners from whom the land was compulsorily taken or on-sold to a third party;

³¹ McBurney, pg. 682

- 69.4.3. fail to require the Crown to make allowances for the circumstances surrounding the compulsory acquisition of the land from former Maori owners, including the need for the compulsory acquisition of the land or, if the use of the land was essential, whether it was necessary to acquire the freehold of the land;
 - 69.4.4. permit the Crown to offer to sell such surplus land at a price or on conditions which are manifestly in excess of the ability of the former Maori owners or their successors to meet;
 - 69.4.5. fail to require the Crown to have regard to the special circumstances of multiple Maori owners of such land and to seek to accommodate such circumstances, and
 - 69.4.6. fail to permit the Crown to offer to sell the land to the wider hapu or tribal group to which the former Maori owners belong, if such owners are unable or unwilling to purchase surplus land offered to them by the Crown.
- 69.5. The Crown acted under the public works legislation without adequate consultation with Patuharakeke, and without adequately considering alternatives to permanent alienation of the land.

Water Supply for Marsden Point Oil Refinery

- 69.6. In breach of the guarantees under Te Tiriti o Waitangi, the Crown compulsorily acquired parts of the Pukekauri and Takahiwai blocks in 1965 which included the

catchment of the Takahiwai Stream in order to provide a water supply for Harbour Works.³²

- 69.7. In 1979 the Crown gazetted a total of 238 acres of land owned by Patuharakeke pursuant to the Public Works Act 1928 and section 35 of the Finance Act 1945. The Crown vested a total of 408 acres in the Whangarei District Council for water supply purposes for the Marsden Point Oil Refinery.³³
- 69.8. The Crown failed to adequately consult with Patuharakeke in relation to the acquisition and failed to provide Patuharakeke with alternatives to outright alienation.³⁴
- 69.9. The catchment no is no longer operational and is therefore not being used for its original purpose. The land blocks should be handed back to the Patuharakeke descendants of those Pukekauri and Takahiwai blocks.

Pukekauri 1B1

- 69.10. In March 1961 the owners of Pukekauri 1B1 comprising 7 acres applied to the Maori Land Court to have the block vested in trustees under section 438 of the Maori Affairs Act 1953.³⁵
- 69.11. In June 1961 the trustees of Pukekauri 1B1 on behalf of the owners entered into a lease agreement with Somner & Sons Limited to allow metal excavation work to be undertaken.³⁶

³² McBurney, pg. 615.

³³ McBurney, pg. 616.

³⁴ McBurney, pg. 617.

³⁵ McBurney, pg. 624.

³⁶ McBurney, pg. 625.

69.12. In August 1961 the agreement was struck out by the Maori Land Court due to being under consideration for the purpose of the water catchment compulsory acquisition of 1965.³⁷

69.13. In breach of the fundamental guarantee in Article II of Te Tiriti o Waitangi, and further in breach of the principles of Te Tiriti o Waitangi the Crown deliberately undermined the rangatiratanga of the owners of Pukekauri 1B1 to manage their land.

69.14. In breach of the principles of Te Tiriti o Waitangi the Crown failed to adequately compensate the owners for the loss of opportunity to lease and the inherent right to development.

DEVELOPMENT ISSUES

Seventeenth Cause of Action - Prejudicial Land Administration

70. In breach of the principles of Te Tiriti o Waitangi, since introducing the Land Court system the Crown has failed to counteract the prejudice caused to Patuharakeke by the introduction of Maori freehold land and individualization of title.

70.1. The Crown has failed to prevent increasing fractionation and fragmentation of Maori land.

70.2. The difficulties of raising development finance on multiply-owned land have severely hampered efforts to use Maori-owned lands effectively.

³⁷ McBurney, pg. 625.

71. In breach of the principles of Te Tiriti o Waitangi, the Crown has implemented land administration policies that have encroached upon and undermined te tino rangatiratanga of Patuharakeke to develop, use, manage and alienate their land.

LOCAL GOVERNMENT

Eighteenth Cause of Action: Local Government

72. The Crown has delegated powers to local government bodies within the Patuharakeke rohe, including provincial governments, river boards, catchment boards, road boards, highway boards, borough councils, county councils, regional councils, regional authorities and territorial authorities ("Local Government").
73. In breach of the principles of partnership and active protection, the Crown has failed to ensure that the process of those delegations to Local Government is consistent with Te Tiriti guarantees and principles.
 - 73.1. The Crown has failed to consult Patuharakeke about the establishment of Local Government processes within their rohe.
 - 73.2. The Crown has failed to consistently incorporate Te Tiriti guarantees and principles into all legislation delegating powers to Local Government.
 - 73.3. The Crown has failed to incorporate into the Local Government processes the traditional decision-making, leadership and governance processes of Patuharakeke.

- 73.4. By requiring office holders in Local Government to be freehold owners or ratepayers, members of Patuharakeke that held land in common have been excluded from democratic election processes.
- 73.5. The Crown has failed to implement policies, practices, and acts that ensured Local Government managed the environment in a way that had any or any sufficient regard to the cultural and spiritual values of Patuharakeke.
- 73.6. The Crown has failed to ensure that Patuharakeke are sufficiently resourced to participate in Local Government processes.

Nineteenth Cause of Action: Failure to Incorporate Patuharakeke Values in Planning

74. In planning the development of Bream Bay and other areas around Bream Bay, the Crown, and the local authorities that the Crown has delegated its responsibilities to, have failed to respect and protect the rangatiratanga and cultural values of Patuharakeke, and have failed adequately to protect wahi tapu of Patuharakeke.
- 74.1. The Crown has sought to acquire Patuharakeke land for the purposes of urban development, rather than permitting Patuharakeke to undertake development of its own land.
- 74.2. The Crown has permitted development in a manner that does not protect the cultural values of Patuharakeke, resulting in inappropriate development and the failure to

protect sites of significance to Patuharakeke, including wahi tapu.

74.3. The Crown and local authorities continue to view Ruakaka (One Tree Point) as having strategic economic value with a long term goal of developing the area as a city in its own right failing to have regard to the partnership role that Patuharakeke should play in any future development of the area.

74.4. The Crown and local authorities have failed to provide for active participation by hapu in Resource Consent and Planning processes by setting high fees and limiting access to resources.

RIGHT TO DEVELOPMENT

Twentieth Cause of Action: Failure to Protect Right to Development

75. Article II of Te Tiriti guaranteed to Patuharakeke the continuing right to exercise tino rangatiratanga over their land, forests, fisheries and other taonga and to control, use and develop the available resources for the benefit of their people, including:

75.1. the whenua;

75.2. Whangarei Terenga Paraoa, and the rivers and tributaries flowing into and Whangarei Terenga Paraoa and Te Moana-nui-Kiwa;

75.3. the forests;

75.4. the flora and fauna.

76. The Crown has a duty to facilitate Patuharakeke's development of its resources. This duty stems from the duty of active protection requiring the Crown actively to protect Maori interests.
77. In breach of the principles of Te Tiriti, including in particular the principles of active protection and the right to development, the Crown has failed to protect and facilitate Patuharakeke's right to development of its resources.
78. Instead, the Crown has through various breaches of Te Tiriti misappropriated the possession and/ or control of Patuharakeke taonga for an array of projects in the "national interest". In effect, Patuharakeke resources have contributed to the development of the nation, but Patuharakeke have been largely marginalised and excluded from the benefits of this development:
 - 78.1. Large areas of Patuharakeke land in and around the developing industrial area of Poupouwhenua (Marsden Point) and Ruakaka were acquired cheaply.
 - 78.2. It was official Crown policy to pay for infrastructure and national development through the profit made on the purchase and on-sale of Maori land, in effect meaning that Maori subsidised national development.
 - 78.3. The Crown acquired vast areas of Patuharakeke land with the aim of developing the area for farming by settling Pakeha on the land.
 - 78.4. Through policy developments the Crown has in the national interest encroached on vast areas of traditional land holdings for businesses such as the Marsden Point Oil Refinery, Northport Operations, Marsden A Power Station and a deep water Timber Port.

TE TINO RANGATIRATANGA O PATUHARAKEKE

Twenty-first Cause of Action: Failure to Protect Tino Rangatiratanga

79. Patuharakeke maintain that their mana, authority, rangtiratanga and right to control was never ceded to the Crown under Te Tiriti o Waitangi. Underpinning this claim is the status and mana derived under Te Whakaputanga (1835 Declaration of Independence).
80. The Crown has breached its kawanatanga responsibilities through failing to adhere to its reciprocal duty to respect and protect the exercise of tino rangatiratanga by Patuharakeke over their people, their whenua and their taonga katoa.
 - 80.1. Prior to colonisation, Patuharakeke exercised their mana and their tino rangatiratanga, including the right to control access to and use of the resources in their rohe in accordance with tikanga. Those rights have been removed, compromised and/ or eroded by the Crown in a myriad of ways, through its legislation, policy, practices, acts and omissions, all of which have impacted on the relationship that Patuharakeke have with their taonga. The ways in which that has happened are set out in the above causes of action.
 - 80.2. The Crown has failed to respect the mana and te tino rangatiratanga of Patuharakeke by pursuing assimilationist policies through its education system, resulting in the near extinction of te reo Maori me ona tikanga.
 - 80.3. The Crown has failed to meet its obligations under Article III of Te Tiriti by failing to provide Patuharakeke with

health and education systems and services of the same high standard as Pakeha.

- 80.4. The cumulative impact of the Crown's actions has been the systematic dismantling of the relationship between Patuharakeke and their taonga tuku iho.

PREJUDICIAL EFFECTS

81. The prejudicial effects suffered by Patuharakeke include (but are not limited to):

- 81.1. the desecration and destruction of waahi tapu and other significant sites and the severance of Patuharakeke from those areas;
- 81.2. the dispossession of substantially all of their cultural, spiritual, economic and political resource base;
- 81.3. loss of life;
- 81.4. the derogation of mana and the consequent loss of economic, cultural and political autonomy through the continuing erosion of rangatiratanga;
- 81.5. the loss of customary fisheries in the Patuharakeke rohe;
- 81.6. the loss of economic independence and potential prosperity;
- 81.7. the destruction of the traditional system of tenure;
- 81.8. being left with fragmented and individualised land holdings that are manifestly insufficient for the present and future needs of Patuharakeke;

- 81.9. being left with insufficient land and resources to actively participate in the economy and enjoy the benefits of European settlement as contemplated by Te Tiriti o Waitangi and in particular, the principle of development;
- 81.10. the damage to the natural environment of Patuharakeke rohe and its abundance of natural resources caused by the pollution of the lands, waterways, and air;
- 81.11. the division, dissention and conflict between the people of Patuharakeke, and between Patuharakeke and other iwi leading to a breakdown of their traditional structures;
- 81.12. the damage to and gradual erosion of the social structure and organisation of Patuharakeke;
- 81.13. poor health, wealth and education as a direct or indirect result of the prejudice and losses referred to;
- 81.14. the imposition of anxiety, stress and trouble on Patuharakeke as a result of the above matters.

RELIEF SOUGHT

82. The claimants have long anticipated the recommendations of the Tribunal on their claims. Patuharakeke seek the following recommendations in terms of Te Tiriti o Waitangi Act 1975:
 - 82.1. That the Crown offer a full apology for the actions and omissions that were in breach of Te Tiriti o Waitangi;
 - 82.2. Pursuant to ss.8A-8H(j) of Te Tiriti o Waitangi Act 1975 with the return to the claimants of all relevant Crown land, Crown forest land, land held by any State Owned Enterprise, land held by any institution under the

- Education Act 1989 and land vested under the New Zealand Railway Corporation Restructuring Act 1990 or any interest in any such land and together with improvements thereon;
- 82.3. That all land owned by the Crown within the claim area and any improvements thereon including Crown forests, reserve and conservation land be returned to the claimants;
- 82.4. That the Crown compensate the claimants for the prejudicial effects as a result of the Crown's legislation, acts, omissions, policies and practices as identified in their Statement of Claim;
- 82.5. That the Crown restore the mana and mauri of Patuharakeke through Crown acknowledgment of their ancestral, customary and historical interests within their rohe through various mechanisms and processes to be agreed between the parties;
- 82.6. That the Crown takes all steps necessary to restore the appropriate names to sites and landmarks of importance within the rohe of Patuharakeke;
- 82.7. That the Crown pay the full costs to Patuharakeke for the preparation and presentation of their claim and the costs of recovering any land recommended to be returned or other costs incurred in securing the implementation of recommendations;
- 82.8. That the Crown provide sufficient compensation to Patuharakeke for lands compulsorily taken for public works;

- 82.9. That the Crown provide Patuharakeke with Governance and management of Whangarei Terenga Paraoa, sites of significance, urupa and waahi tapu (that are not returned or already in the ownership of Patuharakeke);
- 82.10. That the Crown recognise and provide for the tangata whenua status of Patuharakeke at local government level;
- 82.11. Such other recommendations that the Tribunal deems appropriate.

This Second Amended Statement of Claim is filed by **PRUE KAPUA**, Solicitor for the Claimants, of Tamatekapua Law, Auckland. The address for service of the claimants is at the offices of Tamatekapua Law, 17 Albert Street, Auckland.

Documents for service on the plaintiff may be left at that address for service, or may be-

- Posted to the solicitor at PO Box 106 454, Auckland;
- Transmitted by facsimile to 09 336 1841;
- Emailed to prue@tamatekapua.co.nz