

I TE KŌTI TAIAO Ō AOTEAROA
IN THE ENVIRONMENT COURT OF NEW ZEALAND

ENV-2019-AKL-117
ENV-2019-AKL-127

UNDER the Resource Management Act 1991 (the Act)

IN THE MATTER OF appeals pursuant to Clause 14 of the First Schedule of the Act against decisions of the Northland Regional Council on the proposed Northland Regional Plan

BETWEEN **Bay of Islands Maritime Park Incorporated**
ENV-2019-AKL-117

The Royal Forest and Bird Protection Society of New Zealand Incorporated
ENV-2019-AKL-127

Appellants

AND **Northland Regional Council**

Respondent

BRIEF OF EVIDENCE OF TERRENCE (MOOK) HOHNECK

23 June 2021



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Introduction

1. My full name is Terrence ('Mook') Hohneck. I am 65 years of age.
2. I affiliate primarily to Ngati Manuhiri, a Hapu of Ngati Wai. I also have whakapapa to Ngati Rehua, Te Uri o Papa, Te Uri o Hikihiki and Ngati Takapari, all of which are large hapu of Ngati Wai.
3. I descend directly from Rangihokaia, his sons Haua and Hikihiki, their sons Turua, Ranginui, Te Heru, Tenetahi, Te Kiri, Rahui, Wi Taiawa. All of whom were rangatira of Ngati Wai and hapu leaders in their own right.
4. I was raised on the whariki (mats) of my elders Maraea Paraone, Pouritanga, Peata, Ngapeka, Roi Brown, Iris Paraone, Kevin O'Brien, Hori, Lovey, Moore, Moko Kingi, and Tuwhangai Kawhia. All of them Ngati Manuhiri, Ngati Wai people.
5. The whakapapa of Manuhiri runs through our whanau veins and we were privileged to be raised in the kohanga of our customs by our tupuna.
6. I am the current Chairman of the Ngati Manuhiri Settlement Trust. This trust is the mandated authority that represents our hapu. This mandate is reconfirmed regularly by our registered members.
7. Not one whanau or marae, but all registered members of the Ngati Wai Hapu known as Ngati Manuhiri.
8. I have held the following positions for Ngati Manuhiri"
 - a. Chariman of the Manuhiri Kaitiakitanga Charitable Trust;
 - b. Chief Treaty Settlement Negotiator;
 - c. Establishment CEO of the Ngati Manuhiri Settlement Trust;
 - d. Member of the Hauraki Gulf Forum;
 - e. Foundation member of the Tamaki Makaurau Mana Whenua Forum;
 - f. Chairman of Te Arai Coastal Developments;
 - g. Chairman of Hokai Nuku, the authorised voice of four iwi and hapu mana whenua formed to engage with the NZ Transport Agency on the Puhoi to Wellsford road development;
 - h. Member of the Independent Maori Statutory Board.
9. Additionally, I have held positions as:

- a. Chief Crown Negotiator;
 - b. Treaty Negotiator for Ngati Maniapoto;
 - c. Negotiator/Advisor for Te Kawerau a Maki
10. The scope of our participation in these proceedings is in support of the efforts of our whanaunga Te Uri o Hīkīhiki.
 11. Though I might have some views about the evidence that has been given by Te Runanga a Iwi o Ngāpuhi, I will leave it to the hapu of Ngāpuhi to speak to their Runanga and focus my comments on the statements made on behalf of our Ngātiwai Trust Board (Trust Board).
 12. My response evidence therefore will focus on the evidence presented by the Chairman of the Ngātiwai Trust Board, Mr Abraham Edwards and Mr Kier Volkering.

Responses to Mr Edwards

13. At paragraph 3.2 of his evidence Mr Edwards states that the Trust Board regrets the need to take part in this process. At 3.3 he states that it is always the Boards intent to uphold the mana of our hapu and marae. Mr Edwards criticizes those bringing this application as being individuals with no ability or mandate to represent.
14. What Mr Edwards does not however discuss is the fact that the Ngātiwai Trust Board has not mandate to represent any hapu of Ngātiwai. Indeed, its efforts to assert a mandate were criticised by the Waitangi Tribunal as being “*not ‘fit for purpose’ to represent hapu.*” In particular the Tribunal found that:

... principal prejudice arises from the Crown’s failure to actively protect hapū rangatiratanga in its decision to confirm the mandate of the Ngātiwai Trust Board without the support or consent of the hapū named in the Deed of Mandate. This prejudice has manifested in the following ways:

- *Hapū are excluded from decisive representation in the Deed of Mandate.*
- *Consent to the Deed of Mandate was obtained by a vote of individual members of Ngātiwai, which privileged individuals over hapū.*
- *Hapū will be represented in settlement negotiations by an entity that they have not endorsed.*
- *The historical Treaty claims of hapū will be negotiated, settled, and extinguished without their consent.*
- *The Crown has imposed its large natural groups policy on the groups and individuals who are included within the Deed of Mandate in a way that is designed to fit the Crown’s settlement programme, as opposed to being flexible and reflecting the tikanga of those involved.*
- *The Treaty relationship with the Crown has been damaged because whanau, hapū, and the Ngātiwai Trust Board have lost confidence in the Crown and its agencies.*

- *Whanaungatanga relationships among hapū, and between hapū and the trust board, have been damaged.*
15. Mr Edwards' criticisms of the representivity of the Te Uri o Hikihiki applicants needs to be seen in the context of the history of the behaviour of the Trustboard's efforts to suppress the exercise of hapu rangatiratanga. The Board's presence in this forum is not different.
 16. Furthermore, in criticising representation, it is significant that no one of Te Uri o Hikihiki stands beside Mr Edward's in his criticisms. Not even the Mokau Marae representative or the Marae Chair.
 17. In the absence of any support, it is Mr Edwards that is revealed as the individual with no support.
 18. Mr Edward suggests that the application supported by Te Uri o Hikihiki must fail because Mimiwhangata is the kohanga of Ngatiwai and there are many other hapu that will be effected. Those hapu, however, are not standing next to him. They are not coming forward.
 19. I agree with Mr Edwards when he discusses our close relationship to the moana as Ngatiwai. That is why we (the hapu) want it protected. For the Trust Board, it seems that it is just a fishing resource to exploit.
 20. We are all aware that the Trust Board is in significant debt and is sustaining significant ongoing losses. We are all aware that needs to scrape together every last penny just to stay afloat. However, requiring our hapu to step aside from their exercise of kaitiakitanga so that the taonga can be exploited and sold to keep our fishing company afloat is not a good expression of our relationship to the moana.
 21. I agree with the rangatira Matu Clendon. This is about sweeping aside hapu values to extract commercial value. This is highlighted in Mr Edwards evidence at paragraph 3.7.
 22. Mr Edwards challenges the appearance of Ngati Manuhiri within these proceedings. He is correct. The application area is outside of the rohe in which we are primary in the exercise mana whenua and mana moana.
 23. We are not, however, without connection to the area, and I will discuss this below.
 24. Before discussing these connections, however, Mr Edward's inconsistency and lack of logic requires highlighting. On the one hand, he says that Mimiwhangata is the kohanga of Ngatiwai and significant to the whole iwi.

25. One page later, he is saying that we are outside of our rohe. He can't have it both ways. We are either all in there, or we're not. Mr Edward's evidence is that we are only all in there while we agree with him.
26. To be clear, Mimiwhangata is important to our whole iwi. This importance, however, goes beyond catching and selling the fish that can be caught there.
27. The relationship between Ngati Manuhiri and Te Uri o Hikihi is one that is close in whakapapa even if separated geographically.
28. Mr Edward's discusses the importance of Rangihokaia, whose descendants are known as Ngatiwai ki te moana. Mr Edward's relies on the whakapapa provided by Witi McMath.
29. In our histories, and aligning with the McMath whakapapa, one of his wives is Tukituki. Tukituki is the great grand daughter of our tupuna Manuhiri. This relationship is reinforced by the marriage of Hikihi to Makiwahine, the mokopuna of our tupuna Manuhiri.
30. In more recent times, the tupuna Witaiawa, was buried in Whangaruru when he drowned there. Because of his connections, he was laid to rest there instead of being brought home.
31. In this way we see the manifestation of the relationship between Hikihi and Manuhiri. This is not a relationship to be maintained by our Trust Board. It is one to be maintained directly by our hapu.
32. We don't tell Te Uri o Hikihi what to do in their rohe, and we rely on them to look after our connections there. Their obligations are to look after and protect our taonga and our connections. Our obligations are to turn up and support where we are asked to. As is the case here.
33. We are not claiming mana moana, but we are standing alongside our hapu to help them in their exercise of it and to defend them from those who would seek to suppress it. In this case, it is our own Trust Board.

Responses to Mr Volkerling

34. I am not sure how to take Mr Volkerling's evidence. On the one hand he states that he has no whakapapa to Ngatiwai and in no way is authorised to represent its views.
35. It seems, however, that after working with some of our rangatira, it gives him the ability to put forward a Ngatiwai view on environmental matters. That would be like

me saying that because I have been in Court a few times, that qualifies me to give legal opinions.

36. I want to be clear, that I have respect for Mr Volkerling's skills as a technical writer from what I have observed in forums such as the Hauraki Gulf Forum and Te Ohu Kai Moana, however, I can't help but be offended when tauwi comment that because they have Maori friends or have known key rangatira, they know how maori think.
37. As I read his evidence, however, it is difficult to understand who he is giving evidence for. For instance, at paragraph 9, he talks about reports from fishers. Who are these fishers? Where are their reports?
38. That being said, I agree with him, that the moana is central to our identity. So from this point we need to do something to maintain the taonga.
39. At paragraph 3.3, he notes that the Trust Board do not completely oppose the substance of the controls or their intent. Rather than being constructive about the scope and extent, however, they have just opposed and would rather do nothing. Our hapu are now saying, you have done nothing for too long. It is time to do something.
40. At 6.2(c) of his evidence Mr Volkerling records that the Trust Board negotiated a royalty per cubic meter of sand extracted off the coast from Pakiri. This is a misrepresentation.
41. The opposition to the sand-mining was taken by Lally Haddon and Gavin Brown of Ngati Manuhiri. They were negotiating on behalf of our Marae, Rahui Te Kiri. All the Trust Board did was forward the notification onto Lally who mounted the opposition and ran the case and negotiation. The Trust Board did nothing.
42. This is made clear in the case of *Haddon v Auckland Regional Council* [1994] NZRMA 49 at 54. At the end of the negotiation, Verne Rosieur, who was the Marae Chair at the time refused to sign the mitigation agreement. So they contacted Hori Parata from the Trust Board to sign as they needed a receiving entity.
43. Mr Volkerling is trying to claim credit where it is not due. I do note, that Mr Volkerling references the cases in other examples where he can, but not in this one. To me, this shows an effort to put a spin on his evidence.

Terrence (Mook) Hohneck

22 June 2021

