TE TAUMATA KAUMATUA O NGATI KURI
RESEARCH UNIT

Phone: (09) 409-8468 Phone/Fax: 406 2422
Main North Road, RD4, Pukenui-PO Box 274, Mangonui

BEFORE THE NORTHLAND REGIONAL COUNCIL

Under: the Resource Management Act 1981

In the matter of: Resource consent applications by the Te Aupouri Commercial Development Ltd, Far North Avocados Ltd, P McLaughlin, NE Evans Trust & WJ Evans & J Evans, P & G. Enterprises (PJ & GW Marchant), MP Doody & DM Wedding, A Matthews, SE & LA Blucher, NA Bryan Estate, SG Bryan, CL Bryan, KY Bryan Valadares & D Bryan (Property No 1), MV Evans (Property No 2), MV Evans (Property No 1), kTuscany Valley Avocados Ltd (M Bellette), NA Bryan Estate, SG Bryan, CL Bryan, KY Bryan Valadaresw & D Bryan (Property No 2), Tiri Avocados Ltd, Valic NZ Ltd, Wataview Orchards (Green Charteris Family Trust), Mate Yelavich & Co Ltd, Robert Paul Campbell Trust, Elbury Holdings Ltd (C/-K J & FG King) for new groundwater takes from the Aupouri aquifer subzones: Houhora, Motutangi and Waiharara and applications by Waikoupu Avocados Ltd, Henderson Bay Avocados Ltd, Avokaha Ltd (c/- K Paterson & A Nicholson), KSL Ltd (c/- S Shine), Te Rarawa Farming Ltd and Te Make Farms Ltd for increased existing consented takes from the Aupouri aquifer subzones: Houhora, Motutangi, Sweetwater and Ahipara.

Statement of Evidence: Te Taumata Kaumatua o Ngati Kuri Research Unit
A R Burgoyne

I am filing evidence from the Environmental Court of Appeal 13 March 2020 and the High Court Appeal 17 March 2020.

Documentation relates to the appeals on the Kaimaumau Wetlands, Maori Lands, SOE lands and Crown Lands.

Please note, Environmental Court rulings on applications for subdivisions.

1. Obtaining the subdivision consent
2. Carrying out work to comply with conditions
3. Applying for survey plan approval from the council
4. Obtaining Department of Survey and Land Information approval
5. Lodging the survey plan with the relevant District Land Registrar

In closing documentation from Land Information New Zealand Freehold and the Maori Land Development Act part XXIV. Georgina Tui Covich and Mate Nicholas Covich.
The Fresh Water Act September 3 2020 as Statement of Evidence of Thomas Russell Christie.
We strenuously oppose the applications by the 24 applicants for the water consents.
Also please note the archaeological surveys are very important and please note it is part of the Wai292 He Karekare and by the Governor General, Sir Paul Reeves.
There was to be no issue of Titles for third parties on SOE lands and Maori Lands.

A R Burgoyne
Te Taumata Kaumatua o Ngati Kuri Research Unit

28 August 22

MINISTRY OF JUSTICE
Tāhū o te Ture

WITH COMPLIMENTS

Dear Mr Burgoyne

Please find enclosed copies of documents you may be looking for further to our conversation on 28 August 22.

Kind regards

Trent

Environment Court Unit
DX CX10086 Auckland
Specialist Courts and Tribunals Centre, Level 2, 41 Federal Street
(Corner Federal and Wyndham Streets) Auckland 1010
Telephone: 09 916 9091 Fax: 09 916 9090
http://www.justice.govt.nz/courts/environment-court

ENVIRONMENT COURT OF NEW ZEALAND

13 March 2020

BY POST

Dear Mr Burgoyne

ENV-2018-AKL-000121 - A Burgoyne/Te Taumata Kaumatua O Ngati Kuri Research Unit v Northland Regional Council
Topic: An appeal against a decision granting resource consent applications for taking groundwater from the Houhora, Motutangi and Waiparera aquifer management sub-units of the Aupouri Aquifer, Northland

Decision of the Environment Court
Please find **enclosed** a decision of the Environment Court. A digital copy of this decision has been sent to the other parties.

Please do not hesitate to contact me if you have any questions.

Thank you.

Yours faithfully

Charlotte Myers
Hearing Manager
ENVIRONMENT COURT
Direct dial phone: (09) 916 59098
E-mail address: Charlotte.Myers@justice.govt.nz

BEFORE THE ENVIRONMENT COURT
I MUA I TE KOOTI TAIAO O AOTEAROA

Decision No. [2020] NZEnvC 026

IN THE MATTER		of the Resource Management Act 1991
AND		of an appeal pursuant to s 120 of the Act
BETWEEN		A BURGOYNE / TE TAUMATA KAUMATUA O NGATI KURI RESEARCH UNIT (ENV-2018-AKL-000121) Applicant for Costs
AND		MOTUTANGI-WAIHARARA WATER USERS GROUP Applicant for Costs
AND		NORTHLAND REGIONAL COUNCIL Respondent

Court: Environment Judge J A Smith sitting alone pursuant to s 279 and s 285 of the Act

Hearing: on the papers

Appearances: A Burgoyne (Applicant for Costs)
A Green for Motutangi-Waiharara Water Users Group (Applicants for Costs)
G Mathias for Northland Regional Council

Date of Decision: 13 MAR 2020

Date of Issue: 13 MAR 2020

DECISION ON APPLICATION FOR COSTS

A: The Court makes no Order as to costs for the reasons set out in this Decision. The file may be closed.

B: Costs are to lie where they fall.

REASONS FOR DECISION

Introduction

[1] This matter was subject to an interim decision [2019] NZEnvC 28.

[2] In part, directed the parties to prepare a master consent with amendments suggested as indicated by the Court. That Decision was appealed to the High Court by Mr Burgoyne. The Court issued a final Decision on 16 August [2019] NZEnvC 137.

[3] Subsequently, the High Court has issued its Decision in respect of the Appeal on 17 February 2020 dismissing the Appeal in full. Questions of costs in respect of that Appeal are not the subject of this Courts purview or consideration.

Cost Applications

[4] Although this Courts final Decision on conditions in August suggested no application for costs had been made, this was not correct.

[5] In fact, on 9 April, Mr Burgoyne filed a claim for Costs with an accompanying email. A response had been received from the solicitors for the Regional Council opposing any Order of Costs against them and an Application for Costs was made by the Motutangi-Waiharara Water Users Group on 26 April.

Resolution of High Court Appeal

[6] The Court noted in its final Decision, that the matter was on appeal to the High Court (at least in respect to the Burgoyne matter) "and the question of costs can be reserved in that matter until resolution of that appeal".

[7] There was no claim for costs from the Department of Conservation and nor has any application been filed subsequently.

[8] The Users Group has now requested the Court consider cost issues.

Basis for a claim against the Regional Council

[9] Only Mr Burgoyne could possibly be seeking an order against the Council although he is not specific in his email.

[10] This is a matter on which the Court issued a substantive decision and there were significant amendments to the conditions. This was largely based around concerns of the Court and reflected through the expert witnesses as to the state of the Aquifer and how changes in the Aquifer would be measured.

[11] Most before the Court was occupied with these matters as was the decision. No suggestion was made by Mr Burgoyne as to a basis on which this Court would consider an order of costs against the Council; nor can I see any element of their conduct which could be described as blame worthy.

[12] Given their role as the consenting authority, there is no basis on which I am able to conclude that an Order of costs could be considered against the Regional Council. I note in particular, that the Water Users Group, does not seek orders against the Regional Council.

Claims by Mr Burgoyne against the User Group

[13] The User Group were the applicant.

[14] As discussed in the substantive Decision and by the High Court on appeal; it is difficult to discern from either Mr Burgoyne's evidence or his appeal, the actual basis of his concerns. He was however, assisted by Mr Wagener who helped to try and clarify some of these concerns. This was able to give a much better focus to some aspects of the matter relating to concerns about impacts on the environment.

[15] Mr Burgoyne held some genuine concerns around the water taken. However,

most time was engaged in more general issues around land ownership and the State Services Act.

[16] I can see no basis to consider a claim of costs against the User Group. There is nothing in their conduct that increased Mr Burgoyne's costs.

[17] Mr Burgoyne has claimed around $30,000 against the Users Group. For practical purposes, it appears that both parties could properly assert that they have expended funds in respect of Mr Burgoyne's appeal of around $25,000 to $30,000.

[18] Mr Burgoyne has significant issues with his own claim however, for the following reasons:

(a) It appears to be entirely a claim in respect of his own costs, and these are not payable based on a well-established principle for costs before this Court;

(b) There may be a claim for some telephone costs and typing costs depending if these were performed by third parties and invoices were produced. At this stage no information has been produced.

[19] Accordingly, on further investigation, the best possible claim that might be made for Mr Burgoyne is something in the order of $3,000 to $5,000 if it was provable.

[20] However, there is no basis to consider an award of costs and I decline to make an order.

Costs Claim: User Group against Mr Burgoyne

[21] Mr Green suggested that some 40% of their costs are attributable to Mr Burgoyne.

[22] When I reviewed the file and the claim, I do not agree this appeal was heard together with the Department of Conservation appeal. Many of the concerns were ones about impacts on the environment of the water taken which were not fully explained to the Court and remained of concern to the Department of Conversation.

Notwithstanding the tentative settlement when questioned, it was clear that the Department of Conservation's concerns remained. It was this, which was the significant focus of the hearing.

[23] I do accept that the Users Group had to call a reply witness from the local Iwi in respect of some of the issues raised by Mr Burgoyne. However, I cannot conclude that Mr Burgoyne was appearing with any form of ulterior motive. It appears to me, he may have been misguided in respect of several matters relating to the State Services Act and land ownership issues, but I appreciate that he is a senior kaumatua in Northland and has a genuine concern about activities in this area.

[24] At best, it appears to be that, something in the order of 25% to 30% of the Users Group costs might be attributable to issues that Mr Burgoyne was interested in. However, some of these were issues that the Court was also concerned in; ie., cultural issues, land use issues, historical and the current state of the wetlands. Extensive dewatering and farming practices have led to a significant reduction in the wetlands area and this was a cause of concern to the Court.

[25] This would leave us with a figure in the order of $25,000 to $30,000 as a maximum possible claim against Mr Burgoyne should an order be made.

Basis of the Court order

[26] The Court has general discretion under s285 of the RMA which is to be exercised on a principled basis. It is to be for a reasonable sum where that is fair and reasonable. In this case, the appellant faced obtaining a consent from the Environment Court in circumstances where conditions had been imposed by the Council which were unacceptable to them in the first instance.

[27] Given the Courts requirement for a hearing, this meant that a hearing would be required in any event. The Court's concerns proved to be justified.

[28] The Court needs to balance the rights of the applicant to proceed with their application, and the rights of parties to appeal where they consider that there are incorrect principles involved in the grant of consent or imposition of conditions.

[29] Given the lack of clarity, in Mr Burgoyne's appeal the Court considered it necessary to treat this as an appeal to refuse consent. This was compared to the Department of Conservation Appeal, which was clearly concerning conditions.

[30] Given the importance of this Aquifer to Northland and the potential impact of the draw-down involved, we cannot see that it is unreasonable for Mr Burgoyne to ask for this matter to be tested before the Court.

[31] It may have involved greater time than might have been involved in dealing only with the Department of Conservation Appeal. However, I have concluded that this is not a basis on which I should impose an Order for costs.

[32] The matter is relatively finely balanced; however, the following matters have weighed in my view:

(a) The Court had major concerns about the exercise of the consent, and the pre-conditions that the Aquifer conditions for monitoring and adjusting water volumes;

(b) Mr Burgoyne was assisted by Mr Wagener. We found Mr Wagener to be extremely helpful in trying to focus this matter and help us understand what the issues were for Mr Burgoyne and in relation to the Aquifer. Without him, we may have taken a different view of his application. However, given the assistance in reducing the scope of the matter, and clarifying issues, I conclude that Mr Burgoyne should not face costs for the appeal.

(c) Mr Burgoyne has a significant background in Northland and has been unwell. I cannot see that there is a proper case to impose costs in such circumstances.

Outcome

[33] I do not therefore need to consider quantum. I would have awarded only a percentage of the claimable total, something in the order of $6,000 or $7,000.

[34] However, given my conclusion that costs are not payable, it is not necessary for

me to go on to consider quantum in detail. For the foregoing reasons, I decline to make any order of costs in relation to the costs sought by Mr Burgoyne or by the Users Group. Both claims must fail for the reasons I have just explained.

[35] Accordingly, costs will lie where they fall, and the Court makes no order as to costs and closes the file.

For the court:

Judge J A Smith
Environment Court Judge

PREAMBLE background from environment court.

May it please the Court:

Mr Burgoyne states:

1. The Claims which are relevant to Mr Burgoyne's case are Wai 292, Wai 2177 and Wai 1867. These were signed off into law by Sir Paul Reeves in 1991

(refer to bundle No. 1)

Pages:-

1. Claims list
2. Reference to these at the environment court hearings the historical data showing that the claims were active, relevant and being given credence.
3. Copy in part of Te Hiku claims settlement bill subsection 117 (4a and 4b)

   a. neither the trustees nor the members of Ngati Kuri are precluded form stating that Ngati Kuri has an association with a statutory area that is not described in the statutory acknowledgement, and
   b. the content and existence of the statutory acknowledgement do not limit any statement made.

In other words where people of Ngati Kuri decent were domiciled outside a line arbitrarily drawn on a map, does not preclude status of right to declare interests.

2. Mr Burgoyne has an association with the Kaimaumau area and can whakapapa to the area and to Ngati Kuri, in other words where they resided on the peninsular gave them rights under statute. Therefore, proven association with the Kaimaumau wetland area land and water, (refer titles bundle 2) gives the right to bring into question the rightful ownership and subsequent unlawful transfer of title to a third party which is not allowed under the auspices of Waitangi claims and the SOE Act 1986.
3. Once the claims were signed off and ratified into law by a court judgement/ruling then this can not be overturned by another judge at the same level. So once the Waitangi Claim was ratified into law by the signature of Sir Paul Reeves in 1991 it became irrefutable fact under law. Any land title which refers to 27B must be treated with caution. State Owned Enterprise act 1986.

In this case Mr Burgoyne states that the land has to be returned to Maori ownership.

FURTHER:

4. Having established rights under statute Mr Burgoyne brings into question the now assumed ownership by Honeytree Farms Limited (5023320) registered and Mapua Avocados Limited (6032368) registered.

The legal descriptions on the titles for both parties Honeytree Farms Limited and Mapua Avocados Limited are consistent with the historic titles under Maori Land Court records. The Governor General, Sir Paul Reeves (s9 SOE Act 1986) clearly shows Maori Land to be returned to the claimant. In this case Wai 292. The land transfer does not allow for third parties. (refer to title docs)

The area of the land on the title documents is 1183.1858 hectares more or less being sections 1 to 7 on survey office plan 64251.

5. Mr Burgoyne states that bundle 3 shows company registers for Honeytree Farms Limited and Mapua Avocados Limited. Some of these members are overseas investors

Mr Burgoyne further notes that you cannot mortgage Maori land therefore any mortgage applied for or granted over the to be returned land becomes null and void. He understands that a mortgage over NZ land is held by an Australian Trust Fund.

Apart from the legal ownership issue, this is undisclosed offshore investment in NZ. Mr Burgoyne is aware that it is a breach of the Overseas Investment Act, which states that any land development over $100,000 needs government approval. Major shareholders are overseas investors and have clearly spent well in excess of this sum, but have as far as he knows not complied with the Overseas Investment Act.

Again this is disregard for the law.

6. Further: (12) Mr Burgoyne is concerned at the lack of respect for heritage aspects within the disputed lands. The pictorial maps show the areas of historical interest these include Wai tapu and early European settlement. The historic places trust wrote to the applicants requesting an archaeological survey. Mr Burgoyne's research shows that this request was not only ignored but the photos show that archaeological sites have been desecrated. (Bundle 4)
7. The conservation minister signed off the application (water?) for the director general. This is not a possible action over Maori land or Wai Tapu sites. Therefore the granting is invalid.
8. Mr Burgoyne recognises that this lack of due diligence over the disputed land has caused a number of associated parties grief, which is regrettable. However if due process had been completed and complied with this case would have been unnecessary.
9. The land and water (Aupouri Aquifer) are contiguous issues one reliant on the other. In this case Mr Burgoyne states that:
   A) The Northland Regional Council has been remiss in that it did not follow it's own prescribed action. The general public were not notified of abstraction applications or given the right to support or object.
   B) The studies presented did not/do not adequately show where the recharge of the aquifer will come from. It follows that should recharge from rain water be inadequate then the Aquifer is non sustainable. (Refer Environment Court Decision.....) The vast quantities under consent process awaiting final approval are a real threat to all residents, not only through depletion of a community sustaining resource, but also should subsidence occur then as the area is marginally above current sea levels that there is a real perceived threat to community lands and well being.
   C) The Northland Regional Council has allowed extensive earthworks to be undertaken without resource consent. Thousands of cubic meters of sand and soil have been moved without consent. The Northland Regional Council and the Far North District Council plans have to be consistent with each other. In this case they are not. The Regional Council is claiming that the gross modification of topography is allowable without consent as it is enhancing the potential for farming. The Far North District Plan have strict limits on the cubic meters that can be moved with out resource consent. Mr Burgoyne believes that the Northland Regional Council is not applying statue in a fair or lawful manner.

10. Mr Burgoyne's case revolves around land ownership issues, related soil and water issues, with overseas investments and the lack of disclosure, or compliance with New Zealand law. The evidence presented is irrefutable.

Received 12 Environmental Court 31/8/

HIGH COURT OF NEW ZEALAND TE KŌTI MATUA O AOTEAROA

Main North Road
RD4, Pukenui
PO Box 274
Mangonui

Ref: Interlocutory Application

Wednesday, 18 March 2020

Dear Albert

Please note that I am returning this application due to non-compliance:

- The document needs be filed as an 'Interlocutory Application' and needs to follow the format of Form G31 of the High Court Rules 2016 which can be found at www.legislation.govt.nz under Schedule 1 Forms
- The document needs to follow the heading defined under form G1 which can also be found at www.legislation.govt.nz
- The subsequent loose documents you filed need to be presented in the form of an affidavit of support, with each exhibit attached and numbered.

Once this has been done, please feel free to re-file your application alongside the fee waiver.

Ngā mihi nui,

Danica Young
Court Registry Officer | Civil Jurisdiction | Auckland High Court
24 Waterloo Quadrant | Auckland 1140 | DX-CX10222
DDI: (09) 916 9714 | Ext 59714
Email: danica.young@justice.govt.nz
www.justice.govt.nz

HIGH COURT
25 MAR 2020
AUCKLAND

returned to sender
27/3/20.
S Thirgamala

Grace, Trent

From: Age Concern Kaitaia <ageconcernkta@xtra.co.nz>
Sent: Wednesday, 22 July 2020 3:35 p.m.
To: green@brookfields.co.nz; 'Graeme Mathias'; Lincoln, Paul; Grace, Trent
Subject: A R Burgoyne/ Te Taumata Kaumatua O Ngati Kuri Research Unit
Attachments: DOC220720-22072020153039.pdf; DOC220720-22072020153136.pdf; DOC220720-22072020153207.pdf; DOC220720-22072020153232.pdf; DOC220720-22072020153300.pdf; DOC220720-22072020153344.pdf; DOC220720-22072020153359.pdf

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This Email is sent on behalf of a customer. Age Concern Kaitaia & District has no input into the content.

Ngaire Sullivan
Front Of House Coordinator
Age Concern Kaitaia & District
16 Commerce Street, PO Box 538, Kaitaia 0441
Ph: 09 408 2997
Email: ageconcernkta@xtra.co.nz
www.ageconcern.org.nz

expired lease, that special valuation shall be used for the purposes of this section.

(3) The Maori Trustee shall be the statutory agent of the owners of the land concerned to execute any instrument of lease granted under this section, and any instrument of lease so executed by him shall have the same force and effect as if it had been executed by him pursuant to a confirmed resolution under this Part of this Act. Every instrument of lease so executed by the Maori Trustee shall contain a statement or recital that he is duly authorised to execute the same under this section and every such statement or recital shall be accepted by the District Land Registrar and by all Courts as evidence of the facts so stated or recited.

(4) For the purposes of Part II of [[the Land Settlement Promotion and Land Acquisition Act 1952]], any lease granted in terms of this section shall be deemed to have been granted pursuant to a provision in the expired lease for the grant of a renewal term.]

Ss. 325A–325C were inserted by s. 117 of the Maori Affairs Amendment Act 1967. In s. 325C (4) the words "and Land Acquisition" were inserted in the reference to the Land Settlement Promotion and Land Acquisition Act 1952 by s. 2 (3) of the Land Settlement Promotion and Land Acquisition Amendment Act 1968.

PART XXIV

MAORI LAND DEVELOPMENT

As to the protection of mortgages held by the Public Trustee over Maori land, see s. 33 of the Public Trust Office Act 1957.
See Part II of the Maori Affairs Amendment Act 1967.

326. Interpretation—(1) In this Part of this Act, unless the context otherwise requires,—

"Board" means the [Maori Land Board]:

[["[[General land]] owned by Maoris" means any [[General land]] of which the owners or a majority of the owners are Maoris:]

The expression "improvements effected by a lessee" or any expression to the like effect has the same meaning as Part XX hereof:

. . . . .

[["Ownership", in relation to any land or any interest in land, includes the equitable ownership of that land or interest.]

[(2) For the purposes of this Part of this Act any land and any interest in land that is owned as joint tenants [[or tenants in common]]] by 2 persons who are married to one another

and of whom one is a Maori shall be deemed to be owned by a Maori.]

In subs. (1):
"General land owned by Maoris": This definition was inserted by s. 133 (3) of the Maori Affairs Amendment Act 1967.
"Maori": A definition of this term was omitted by s. 2 (3) of the Maori Affairs Amendment Act 1974.
"Ownership": This definition was added by s. 10 (1) of the Maori Purposes Act 1976.
Subs. (2) was added by s. 10 (2) of the Maori Purposes Act 1976 and the words in double square brackets were inserted by s. 4 of the Maori Purposes Act 1979.
This Part of this Act does not apply to any Maori Reserve; see s. 471 of this Act.

327. Main purpose of this Part—(1) The main purpose of this Part of this Act is to promote the occupation of Maori freehold land by Maoris and the use of such land by Maoris for farming purposes.

(2) Nothing in this section shall be construed to limit the operation of any of the provisions of this Part of this Act that relate to Crown land or [General land], or that provide for the occupation of any land by persons other than Maoris, or that provide for the carrying on, on any land, of any industry or undertaking other than farming.

328. Rights of owners while land remains subject to this Part—(1) The fact that any land is for the time being subject to this Part of this Act shall not affect the legal ownership of that land, but the rights of the owners shall be subject to the special provisions of this Part and to the right of the Board to exclusive occupation of the land, subject to any rights conferred by it on lessees, nominated occupiers, or other persons.

(2) All property other than land or interests in land for the time being held by the Board in respect of any particular area shall be held by it in trust for the several owners of that area in proportion to their several interests therein.

(3) The disposition by operation of law or otherwise of the interest of any owner in any land that is subject to this Part of this Act shall, whether so expressed or not in any instrument of disposition, be and be deemed to be a disposition of his corresponding interest in any other property held by the Board in trust for him in respect of that land, and the owners shall not be competent to dispose of their interests in any such property otherwise than as provided in this section.

329. Rights and obligations of Board under Fencing Act 1978—While any land that is for the time being subject to this Part of this Act is not in the occupation of a lessee, the

(3) Without limiting the generality of the authority of the Board to fix the terms and conditions of any lease, it may, as a term of the lease, require the lessee to pay, as and when required so to do, the value, as assessed by the Board, of the improvements or of any of the improvements subsisting on the land at the commencement of the lease.

(4) All money so payable by the lessee in respect of improvements shall, unless the Board otherwise directs, be paid to the Maori Trustee and shall, subject to the direction of the Board, be dealt with by him in accordance with section 353 and section 360 hereof as if that money was rent.

(5) No lease or other alienation of Maori freehold land under this Part of this Act shall require to be confirmed by the Court.

Cf. 1936, No. 53, ss. 24, 30

342. Preference to be given to Maoris—Every lease under this Part of this Act shall be granted to a Maori or to 2 or more Maoris unless in the case of any particular area the Board is of opinion that there is no Maori who, being ready and willing to become a lessee, is a fit and proper person to be a lessee of that land.

Cf. 1936, No. 53, s. 24 (3)

343. Leases may be registered against land without production of title—Every lease granted under this Part of this Act in respect of land that is subject to the Land Transfer Act 1952 may be registered in the same manner as if it had been lawfully granted by the legal owner of the land demised, and for the purposes of registration it shall not be necessary to produce the certificate or certificates of title.

Cf. 1936, No. 53, s. 25 (2)

344. Term of leases in respect of Maori land or land owned by Maoris—(1) Every lease granted under this Part of this Act in respect of Maori freehold land or of [General land] owned by Maoris shall be for such term as the Board thinks fit, not exceeding in any case a term of 50 years (including any term or terms of renewal to which the lessee may be entitled).

(2) Subject to the provisions of this section as to the maximum duration thereof, any such lease may confer on the lessee a right of renewal for one or more terms.

Cf. 1936, No. 53, s. 26

345. Term of leases of Crown land—(1) Every lease granted under this Part of this Act in respect of Crown land shall be for such term as the Board thinks fit, not exceeding in any case a term of 33 years.

(2) Any such lease may confer on the lessee a right of renewal for one or more terms of the same or a shorter duration, or may confer on the lessee a perpetual right of renewal for the same or a shorter term.

Cf. 1947, No. 59, s. 18

346. Provisions as to review of rent during currency of lease and on renewal—(1) On the grant of a lease under this Part of this Act the Board shall fix the rent to be payable thereunder during the term of the lease or until the rent is reviewed in accordance with this section.

(2) In any such lease the Board may stipulate that the rent shall be reviewed during the currency thereof at intervals or at times to be stated in the lease.

[(3) In every lease that makes provision for the review of the rent during the currency of the lease, and in every lease the provides a right of renewal, the Board shall stipulate the formula by which the rent payable on the review or on the renewal is to be calculated.]

(4) If on the review of the rent payable under any lease or on the renewal of any lease the rent, ascertained in accordance with subsection (3) hereof, would be less than the rent theretofore payable, the rent shall not be reduced in accordance with the valuation, but shall continue at the amount theretofore payable, unless the lease provides that on review or renewal the rent shall or may be reduced if the values are not sufficient to support the original rent.

Subs. (3) was substituted for the original subs. (3) by s. 12 (1) of the Maori Purposes Act 1976. See s. 12 (2) of that Act.

347. Special valuation for purposes of fixing new rent—(1) For the purpose of determining the rent to be paid by the lessee as aforesaid on the review of the rent or on the grant of a renewal of his lease, the Valuer-General at the request of the Board shall cause to be made a special valuation of the land comprised therein.

(2) On the completion of a special valuation as aforesaid the Valuer-General shall cause to be prepared a certificate setting forth the following particulars:

TE TAUMATA KAUMATUA O NGATI KURI
RESEARCH UNIT

Phone: (09) 409-8468 Phone/Fax: 406 2422
Main North Road, RD4, Pukenui-PO Box 274, Mangonui

16 March 2020

May it please the Court,

I, Albert Reece Burgoyne / representative of the Te Taumata Ngati Kuri Research Unit seek leave to appeal the Judgement of Paul Davison on 17th February 2020.

I did discuss with the Registrar of The High Court, Anusha Nicherla, that there was a delay in postage, also I did not have an email address. She felt that this may be acceptable to The Judge.

The grounds for appeal are: Questions of law under the Bill of Rights.

Points of Law: The issues dealing with the Te Hiku Claims Settlement Bill which include the Ngati Kuri claims Wai 1867 and Wai 292 and the return of Maori Land which was signed off in the Environment Court 24th August 2015, and the insertion of section 116 (1) (a) and (b) of the Te Hiku Claims Settlement Bill by Judge Newhook. The NRC Policy Statement and all counsels signed off on this at the hearings at the Toll Centre in Whangarei.

The Judge of any Court can not go over the orders of a Judge in the same Court. In this case, the determinations by the Principal Judge, L Newhook, in the Environmental Court by a presiding Judge, in this case Judge J A Smith.

The Te Hiku Claims Bill was enshrined in law of 15th September 2015 by the Attorney General, Chris Finlayson. A photograph in The Northland Age and documents relating to The Te Hiku Claims Bill, are enclosed.

The Te Hiku Claims Bill was further endorsed at a hearings meeting at Taipa at the Ramada Hotel on 24th February 2020 by Judge Wainwright, concerning the Treaty of Waitangi and the Wai 45 land claims. The Judge noted the three claims Wai 2177, Wai 292 and Wai 1867. Judge Wainwright stated that the Wai 292 and Wai 1867 claims were endorsed under the Te Hiku Bills Claim and that they were finalised. Documentation will be made available to the court.

Furthermore, the certificate of title relating to the land in the common bundle page 236 show the return of the Maori land under the State Owned Enterprise Act. The owners of the land have the rights to water under the Wai 45 land claims. Documents enclosed relating to this.

A trespass notice was served on Mr Chris Ball relating to the maori land titles Certificate C277984:1 transfer No. O.N.C.T. C277984.2 1183.1858 hectares on 21 November 2019. He is a Director of T De Luca Investments Pty Ltd The De Luca Superannuation Fund No.2. Level 10, 12 Creek Street, Brisbane, 4000 Australia. They are believed to be the major investors in the Avocado Farms at Motutangi, Waiharara and Houhora. It has been stated the amount of investment is in the region of 60million dollars. 5million shares have been sold. Documentation to the sale of the shares have already been disclosed. Trespass notice is enclosed, which was sent to the Commissioner of Police, Mike Bush on the 21st of November 2019.

MINISTRY OF JUSTICE
17 MAR 2020
WHANGAREI

HIGH COURT
AUCKLAND

ORIGINAL

The map which was produced in the environment court hearing in Whangarei by the NRC consents person Mr Stuart Savill clearly outlines the A Burgoyne property which covers an area of between 1000 and 15000 acres planted in avocados. This would have a valuation of approximately 10million dollars. This clearly is theft by deception. A map in enclosed in the documentation of A Burgoyne Properties. These facts were stated in the High Court and all documentation for the last 12 months have been sent to the Police Commissioner. These facts would be confirmed in the transcript. Under the Te Hiku Claims Settlement Act, Te Taumata Kaumatua o Ngati Kuri Research Unit have a legal right to their lands which was stated by the Attorney General, and this would give us a right to occupy the lands. Prior to us acting on this matter, we will seek negotiations with the police and the courts. Our points of law have been clearly stated.

I will enclose documentation relating to this.

We appeal the decisions of the Court on land and water rights and the Te Hiku Claims Bill, the Treaty of Waitangi Act, The State Owned Enterprise Act and the NRC Policy Satement.

No Hora Mai

A R Burgoyne

Te Taumata Kaumatua O Ngati Kuri Research Unit

C.C. Northland Regional Council [illegible].
(A) Respondent. Thomson & Wilson Whangarei.
3) Motutangi Waiharara Water Users Corp. Auckland
Consent Holder. Brookfields
5) Waitangi Tribunal Judge Wainwright
7) Presiding Officer. Wellington
Environmental Court. Auckland
8) Commissioner of Police
Mike Bush.
5. Director of Conservation.

TE TAUMATA KAUMATUA O NGATI KURI
RESEARCH UNIT

Phone: (09) 409-8468 Phone/Fax: ~~409-8332~~ 409 2422.
Main North Road, RD 4, Pukenui - PO Box 274, Mangonui

May it Please the Court. 23.3.2020

Tena koe To the Registar of the High Court
Monica Young. Court Registry Office. Civil Jurisdiction
Auckland High Court 34 Shortland Street. Auckland 1140.
The Taumata Kaumatua o Ngati Kuri Research unit Represented
By Albert Reece Berryre Hunter. (Interlocutory application)
Myself like to make an application to the High Court.
For a Stay of Proceedings. While the Restriction are in Place
Relating to the Covid19 virus. I am writing due to that
I do not have a Computer or Email Address only (PO Box 274) Mangonui
The reasons being I am a Diabetic two weeks away from 85 years old.
18/4/20. Will be my eyesight is poor. We have no Funding over the
Last Twenty years. Being Green Dominion Companies. The Taumata
(At so people, People) We do not have a cheque account. Or Legal Aid
We would like the Court to consider our Request while the
Restrictions are in Place we will give the Court our best
Endeavors. To Complete the High Court Documentation. Numbering
Documentation And Secure Affidavits. So the Appeal can go
Forward. With Respect from the Court. We would like to know
if we need to complete a new waiver form. Or just the
Filing Documentation Our Selves. We are very Grateful
For the Registar in allowing the time to Progress our Appeal.

Ko Nga Mihi

Albert Reece Hunter

Te Taumata Kaumatua o Ngati Kuri

P.T.O.

TE TAUMATA KAUMATUA O NGATI KURI
RESEARCH UNIT

Phone: (09) 409-8468 Phone/Fax: 406 2422
Main North Road, RD4, Pukenui-PO Box 274, Mangonui

23 March 2020

May it please the court,

Tena Koe,

To the Registrar of the High Court,
Danica Young, Court Registry Officer, Civil Jurisdiction, Acukland High Court,
24 Waterloo Quadrant, Auckland 1140.

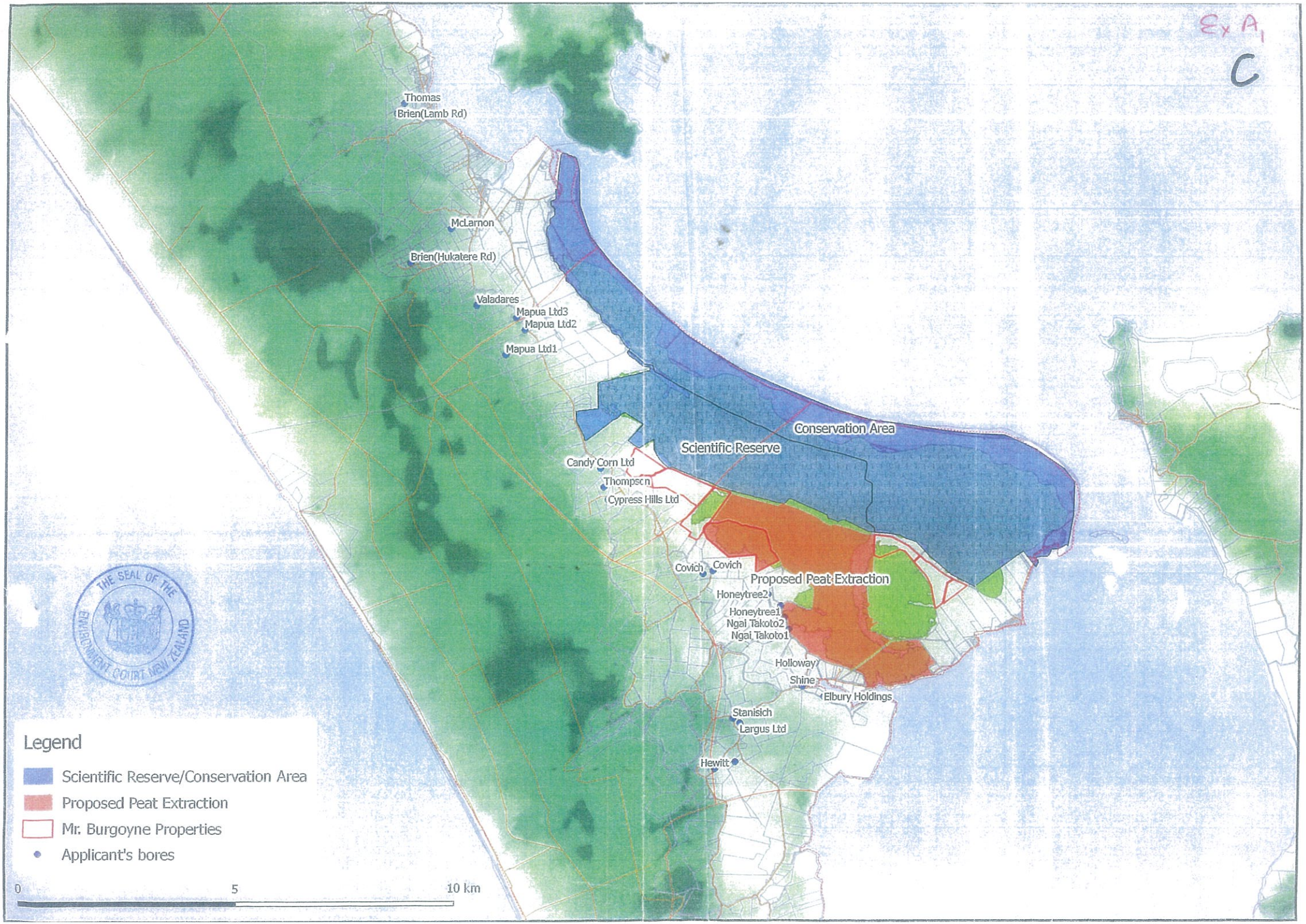
Te Taumata Kaumatua O Ngati Kuri Research Unit, represented by
Albert Reece Burgoyne, Kaumatua (Interlocutory Application) would like to make an application to the High Court for a stay of proceedingswhile the restrictions are in place relating to the coronavirus. I am writing due to the fact I do not have a computer or email address – only PO Box 274, Mangonui.
The basis being I am a Diabetic, two weeks away from 83 years old – 18/04/37. Also my eyesight is poor. We have no funding over the last twenty years. Acquire funds from finance companies. He Tangata (it is people, people). We do not have a cheque account. No legal aid.
We would like the court to consider our request while the restrictions are in place. We will give the court our best endeavours to complete the High Court documentation numbering documentation and a sworn affidavit. So the approval can go ahead with respect from the court.
We would like to know if we need to complete a new waiver form. We are very grateful to the registrar is allowing the time to progress our appeal

No Hora Mai

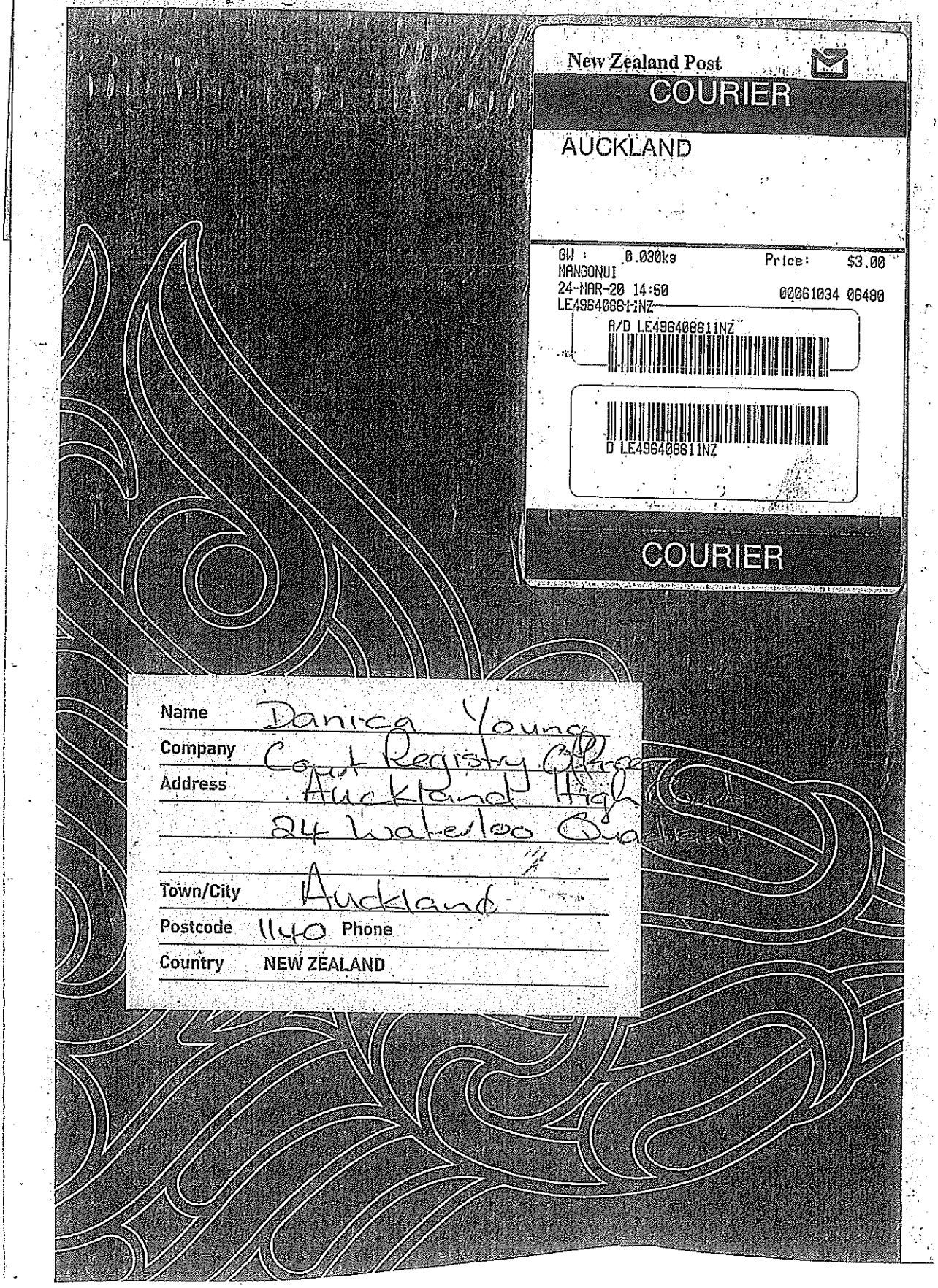
A R Burgoyne
Kaumatua
Te Taumata Kaumatua O Ngati Kuri Research Unit.

Copied from original
for Court File
22/4/2020

Ex A1
C



THE SEAL OF THE ENVIRONMENT COURT NEW ZEALAND


New Zealand Post
COURIER
AUCKLAND
GW : 0.030kg
Price: $3.00
MANGONUI
24-MAR-20 14:50
00061034 06480
LE496408611NZ
A/D LE496408611NZ
D LE496408611NZ
COURIER
Name Danica Young
Company Court Registry Officer
Address Auckland High
24 Waterloo Quadrant
Town/City Auckland
Postcode 1140 Phone
Country NEW ZEALAND

TE TAUMATA KAUMATUA O NGATI KURI
RESEARCH UNIT

Phone: (09) 409-8468 Phone/Fax: 406 2422
Main North Road, RD4, Pukenui-PO Box 274, Mangonui

22 July 2020

May it please the Court,

IN THE HIGH COURT OF NEW ZEALAND
AUCKLAND REGISTRY

I TE KOTI MATUA O AOTEAROA
TAMAKI MAKAURAU ROHE

CIV-2019-488-23

UNDER THE	Resource Management Act 1991 (**RMA**)
IN THE MATTER	of an appeal from a decision of the Environment Court Pursuant to section 299 of the RMA
BETWEEN	**ALBERT BURGOYNE/TE TAUMATUA NGATI KURI RESEARCH UNIT** of Mangonui, retired, having his Address for service at PO Box 274, Mangonui 0420
	Appellant
AND	**NORTHLAND REGIONAL COUNCIL** a local authority Constituted under the Local Government Act 2002 and having its address for service at Thompson Wilson Law, PO Box 1042, Whangarei0140
	Respondent
AND	**MOTUTANGI WAIHARARA WATER USERS GROUP** An unincorporated group of people having its address for service at Brookfields Lawyers, PO Box 240, Auckland 1010
	Section 301 Party/Consent Holder

ORDER FOR COSTS
Dated: 24 June 2020

We appeal the determination of orders for costs by the high court in respect of the Respondent, Northland Regional Council and the Motutangi Waiharara Water Users Group.
As the appeal was placed in the High Court, 18th March 2020, we feel the delay in appeal was caused by the Coronavirus, and also we did seek leave under the Health Act and the lockdown.

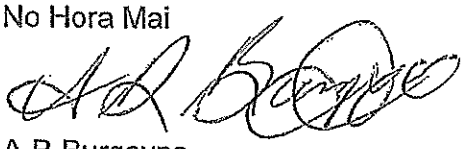
We are enclosing stamped documentation from the High Court Registrar, Danica Young, Court Registry Officer, Civil Jurisdiction, Auckland High Court, 24 Waterloo Quadrant, Auckland 1140.

We did advise the court on ensuring to give our best endeavours to complete the necessary documentation, and this matter we hope to have processed as soon as we can get legal assistance to complete the documentation. We have contacted a lawyer but the workload is so great, that they are unable to do it at this time. But the documentation will be forwarded to the High Court in due course.

We would like to thank the High Court Registrar for allowing us the time to appeal.

We enclose further documentation from the High Court and the preamble documentation from the Environmental Court.

No Hora Mai



A R Burgoyne
Kaumatua
Te Taumata Kaumatua O Ngati Kuri Research Unit

BEFORE THE ENVIRONMENT COURT
AT AUCKLAND

I MUA I TE KOOTI TAIAO O AOTEAROA
TĀMAKI MAKAURAU ROHE

ENV-2018-AKL-000121

IN THE MATTER of the Resource Management Act 1991 (RMA)

AND

IN THE MATTER of an appeal under section 120 of the RMA against a decision granting resource consent applications for taking groundwater from the Houhora, Motutangi and Waiparera aquifer management sub-units of the Aupouri Aquifer, Northland

BETWEEN A BURGOYNE / TE TAUMATUA O NGATI KURI RESEARCH UNIT

Appellant

AND NORTHLAND REGIONAL COUNCIL

Respondent

AND MOTUTANGI-WAIHARARA WATER USERS GROUP

Applicant

MEMORANDUM OF COUNSEL FOR THE MOTUTANGI-WAIHARARA WATER USERS GROUP SEEKING COSTS

Dated: 26 April 2019

BROOKFIELDS
LAWYERS
A M B Green
Telephone No. 09 979 2172
Fax No. 09 379 3224
P O Box 240
DX CP24134
AUCKLAND

MAY IT PLEASE THE COURT

Introduction

1. In its decision of 19 February 2019, the Court directed at [84](iv) that costs were reserved. The time within which to file any costs application was subsequently extended.[1]

2. By this memorandum, the Motutangi-Waiharara Water Users Group (the **Applicant**) seeks costs against Albert Burgoyne / Te Taumatua O Ngati Kuri Research Unit (**Burgoyne**) in respect of the appeal against the Northland Regional Council's (**NRC**) decision to grant resource consent to the Applicant for taking groundwater from the Houhora, Motutangi and Waiparera aquifer management sub-units of the Aupouri Aquifer, Northland. The Applicant does not seek costs against the second appellant, the Department of Conservation (**DoC**), because settlement was reached between DoC, NRC and the Applicant prior to the hearing.

3. In responding to the appeals by Mr Burgoyne and DoC, the Applicant incurred total legal and expert costs of **$118,131.30** (excluding GST) for the period July to December 2018. For the reasons set out in this memorandum, the Applicant seeks to recover what it considers to be fair and reasonable costs of **$22,000.00** against Mr Burgoyne.

4. This memorandum also responds (at paragraphs 17 to 20) to the application for costs filed by Mr Burgoyne, dated 9 April 2019. In short, the Applicant considers that the application is unfounded and seeks that it be declined.

Discretion to award costs

5. Section 285 of the Resource Management Act 1991 (**RMA**) provides the Court with broad discretion to order an award of costs against or to any party that it considers reasonable. Through a body of case law, the Environment Court has established general principles for awarding costs, two of which are that there is no general rule that

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[1] Directions pursuant to email from Court Registrar, 3 April 2019.

costs should follow the event, and that costs are not to be awarded as a penalty but in the interests of "compensation where that is just."[2]

6. The Environment Court has repeatedly declined to set a scale of costs. Where ordered, however, costs have traditionally fell within three bands:[3]

   a. standard costs, usually in the range of 25-33% of actual and reasonable costs sought;

   b. higher than standard costs where *Bielby*[4] factors are present (usually in the range of 50-75%); and

   c. indemnity costs, which are awarded rarely and in exceptional circumstances.

7. More recently, the Environment Court has expressed reservations at the notion of "standard costs," on the basis that it might be seen as fettering the Court's discretion.[5] The Court has emphasised that "*the only stipulation is that the award be fair and reasonable in the circumstances.*"[6]

8. The *Bielby* factors have been codified in the Environment Court Practice Note 2014, which states at clause 6.6(d) that the following factors may be given weight when considering whether to award costs, and the quantum of any award, if they are present in the case:

   a. the arguments advanced by the party were without substance;
   b. the party has not met procedural requirements or directions;
   c. the party has conducted its case in a way that unnecessarily lengthened the hearing;
   d. the party has failed to explore reasonably available options for settlement; or
   e. the party taken a technical or unmeritorious point and failed.

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2 **Foodstuffs (Otago Southland) Properties Ltd v Dunedin City Council** [1996] NZRMA 385.

3 **Bunnings Limited v Hastings District Council** [2012] NZEnvC 4 at [35].

4 **DFC NZ Ltd v Bielby** [1991] 1 NZLR 587.

5 **Thurlow Consulting Engineers and Surveyors Ltd Auckland Council** [2012] NZEnvC 97 at [7], see also [2019] NZEnvC 45 at [13].

6 **Jeffries v Wellington Regional Council** [2014] NZEnvC 160 at [1] and [10].

An award of costs against Mr Burgoyne is justified

9. Mr Burgoyne's appeal raised a myriad of issues. It was difficult to discern, from the Notice of Appeal and the various documents filed by him as 'evidence', exactly what was being challenged and the reasons and rationale for the challenges. The 'evidence' filed on behalf of Mr Burgoyne was not informative but instead was argumentative, largely comprised 'cut and paste' documents that were not tailored towards the appeal at all, and in several places were unreadable. Many documents appeared to have no relevance to the Application or the appeal whatsoever.

10. This 'scatter gun' approach by Mr Burgoyne made defending the appeal considerably more complicated and time consuming, essentially requiring the Applicant to bring evidence and make legal submissions that addressed the entire application.

11. This was recognised by the Court. The Decision notes that the appeal is "*wide ranging...[and] somewhat difficult to follow, but appears to raise issues relating to the Treaty of Waitangi and the Regional Policy Statement.*"[7] The Court also records that Burgoyne raises issues under sections 27 and 241(b) of the State Owned Enterprises Act 1986 and issues in relation to the certificates of title for identified land "*although their connection with the application was not clear.*"[8] Because of the apparently all-encompassing nature of the appeal, the Court took an approach that the appeal challenged the consent as a whole, essentially putting all issues on the table.[9]

The issues of land ownership, kaitiaki roles and mandate that were advanced by Mr Burgoyne, including with reference to the State Owned Enterprises Act, were entirely unsubstantiated, not justiciable by the Court and as a result unnecessarily lengthened the hearing. The Court found that the issue as to who should properly own the land subject to the application was a matter to be resolved in another forum. While this appeared to be accepted by Mr Burgoyne near the end of the hearing,[10] this had been clearly communicated to him well ahead of the hearing with ample opportunity given to refine arguments or withdraw his appeal. Mr Burgoyne's tenacious pursuance of

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7 Decision at [6].

8 Decision at [7].

9 Decision at [9].

10 Decision at [69].

these matters, despite being advised that they had no relevance in the appeal, unnecessarily lengthened the hearing at a significant cost to the Applicant members (and, arguably, led to a hearing being required at all).

12. Issues advanced by Mr Burgoyne with respect to cultural effects were also unsubstantiated. This was clear through the pre-filing of evidence by Mr Marsden on behalf of the Applicant and should have resulted in the Appellant withdrawing his appeal prior to the hearing.

Quantum

13. The Applicant's total legal and expert costs from the date the notice of appeal was filed (2 July 2018) until filing the Applicant's closing submissions (21 December 2018) amount to **$118,131.30 (excluding GST).** A breakdown of those costs is summarised in the table below and invoices are attached as **Annexure A.**

Jon Williamson	
September	*7,627.90*
October	*5,051.00*
December	*3,145.40*
Jon Williamson Total	**15,824.30**
Martell Letica	
July	*100.00*
August	*2,600.00*
September	*2,450.00*
October	*10,200.00*
November	*5,450.00*
December	*7,000.00*
Martell Letica Total	**27,800.00**
Brookfields	
July	*12,909.00*
August	*17,410.50*
September	*7,455.00*
October	*10,709.00*
November	*6,280.50*
December	*19,743.00*

Brookfields Total	74,507.00
TOTAL	$118,131.30

14. The costs incurred in preparing the Applicant's closing submissions and finalising the amended conditions are not directly attributable to Mr Burgoyne because the Applicant was, for the large part, responding to queries raised by the Court. As such, it is considered that 25% of the total costs for the month of December should be deducted ($7,472.10, leaving **$110,659.20**).

15. It is estimated that 40% of the total costs are attributable to Mr Burgoyne (as opposed to responding to matters raised in the appeal by DoC). This takes into account the fact that consent documentation was filed between NRC, DoC and the Applicant prior to the hearing. This leaves **$44,263.68**.

16. We submit that the existence of several *Bellby* factors in the approach Mr Burgoyne took to pursuing his appeal justify a higher award of costs. As such, an award of **$22,000** is sought against Mr Burgoyne, totalling approximately 50% of costs that are considered to be directly attributable to Mr Burgoyne's appeal.

Response to Costs Application by Mr Burgoyne

17. Mr Burgoyne seeks costs of $28,360 against the Applicant. These alleged costs comprise travel mileage ($1,600) and Mr Burgoyne's time over a twelve-month period (1040 hours at $20 per hour, 200 hours typing reports at $26 per hour and 12 calls at $80 per call).

18. The general rule of thumb is that lay litigants are not entitled to costs, other than disbursements which are at the discretion of the Court.[11] One of the reasons for this is that the costs incurred are notoriously difficult to quantify, let alone determine

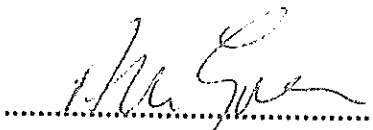
[11] **Re Collier (A Bankrupt)** [1996] NZLR 438; **Sandilands v Manawatu District Council**, W64/2001; **Humphrey v Auckland City Council**A098/2003; **MacTavish v Waitaki District Council** C029/07.

whether they are reasonable.[12] On occasion, exceptions may be made to this rule where a lay litigant has acted in the public interest.[13]

19. This is not such a case. Mr Burgoyne was pursuing entirely private interests. In addition, Mr Burgoyne was unsuccessful in all aspects of his appeal, and an award of costs (for either time or disbursements) in such circumstances would be highly unusual.

20. It is submitted that Mr Burgoyne's cost application be declined entirely.

Dated: 26 April 2019



Andrew Green / Rachel Abraham
Counsel for the Motutangi-Waiharara Water Users Group

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[12] **Re Collier** at 441.

[13] **Cashmere Park Trust v Canterbury Regional Council** [2014] NZEnvC 60 at [14].

ewagener

From: wendy Thomas <wendy-lew@outlook.com>
Sent: Thursday, 3 October 2019 5:50 PM
To: ewagener
Subject: titles

Howdy

I think we should get the titles for this list if we can..

Lot 3 DP 425051
Section 89 Block XV Houhora survey district
Lot 2 DP 373078
Lot 2 DP 497050
Section 27 and 16 Block IV Opoe Survey district? Covid
Lot 1 DP 336507
Lot 1 and 2 DP 194160
Lot 1 DP 193935
Section 55 Block IV Opoe survey district
Lot 1 DP 22761
Lot 2 DP 452703
Section 53 and 118 Block V Opoe survey district
Lot 2 DP 177332
Lot 1 13971
Section 18 and 41 Block V Opoe survey district
Lot 6 DP 405064
Lot 1 DP 505956
Lot 2 178824
Lot 3 DP 477138

Thanks
W

Blocks. Sect 89 Blk XV
Sect 48 " "
Sect 87 " "
Sect 79 " "

Quickmap Title Details

Information last updated as at 29-Sep-2019

RECORD OF TITLE
DERIVED FROM LAND INFORMATION NEW ZEALAND
FREEHOLD

Identifier NA942/151
Land Registration District North Auckland
Date Issued 07 June 1950

Prior References
WA 5219 NAPR193/392

Type Fee Simple
Area 47.8564 hectares more or less
Legal Description Section 16, Section 19, Section 27 and Section 30 Block IV Opoc Survey District

Registered Owners
Georgina Tui Covich and Mate Nicholas Covich

A105845 Gazette Notice declaring within land subject to the provisions of Part XXIV of the Maori Affairs Act 1953 - 27.9.1965 at 9.26 am

D534037.1 Notice pursuant to Section 94C Transit New Zealand Act 1989 declaring the adjoining State Highway 1F to be a limited access road - *21.8.2000* at *2.05* pm

D535203.1 Notice pursuant to Section 91 Transit New Zealand Act 1989 - 24.8.2000 at 12.55 pm

D614025.2 Mortgage to The National Bank of New Zealand Limited - 18.6.2001 at 2.59 pm

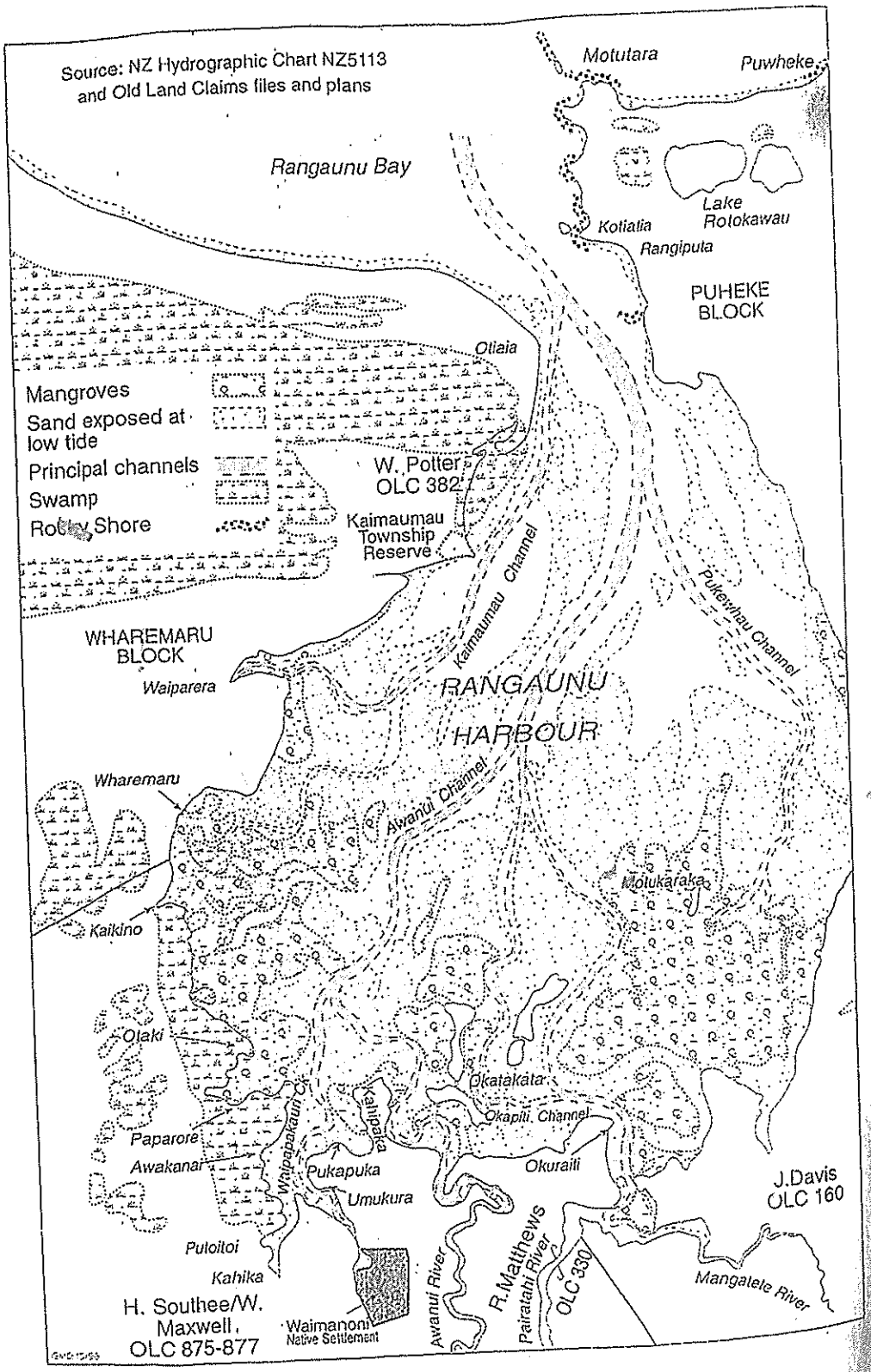

Figure 31: Rangaunu Harbour

September 15, 2015
N/A

Te Hiku Treaty settlements 'enshrined in law' — Ministe

The Treaty settlement process was completed for four Te Hiku iwi with last week's third reading of the Te Hiku Claims Settlement Bill.

Treaty of Waitangi Negotiations Minister Christopher Finlayson said the "full and final settlements" for Ngāti Kuri, Te Aupōuri, Ngāi Takoto and Te Rarawa were now "enshrined in law," each settlement acknowledging, apologising for and making significant redress toward righting wrongs of the past.

The settlements would provide a base for the iwi to rebuild economically and to exercise their mana, rangatiratanga and tikanga. They included quantum amounts totalling $96.6 million, and cultural redress that supported the aspirations of the iwi to exercise their kaitiakitanga over ancestral lands in a constructive relationship with the Crown.

Mr Finlayson said the settlements acknowledged, apologised and made redress for Crown breaches of the Treaty of Waitangi and the long-term impacts of these breaches.

"Crown actions and omissions during the 19th and 20th centuries left Te Hiku iwi with very little land, or virtually landless," he said.

"Opportunities for economic, social and cultural development were lost, and tribal structures were weakened, as many had to leave their rohe altogether.

"Those who have remained now live in one of the most socially and economically deprived areas of New Zealand.

"Next week is the 40th anniversary of the start of the Dame Whina Cooper-led land march from Te Hapua to Wellington that protested the alienation of Māori land. This is a fitting time for the Te Hiku settlements to pass into New Zealand law," Mr Finlayson added.

"The government is committed to concluding Treaty settlements with all willing and able iwi, and this is a significant step towards that."

"The settlement legislation will also wind up the Aupōuri Māori Trust Board, which has been experiencing some difficulties of late. Te Puni Kōkiri is working with the board to support it through that transition. I am confident the new leadership in Te Rūnanga Nui o Te Aupōuri will ensure good governance for the future of the Aupōuri people."

Meanwhile, the Māori Party congratulated the Te Hiku iwi, and Te Kawerau ā Maki, whose claims process was also completed on Wednesday.

Co-leader Te Ururoa Flavell paid tribute to those who began the Te Hiku claim 30 years ago, including the late Dame Whina Cooper and the late Hon Matiu Rata, and to all those who had carried the claim and the negotiations through to a final settlement.

"They have shown great tenacity and endurance," he said.

The Te Hiku settlement included recognition of their Te Hiku iwis' kaitiakitanga of Te Oneroa-a-Tohe (90 Mile Beach).

DUE PROCESS: Treaty of Waitangi Negotiations Minister Christopher Finlayson reading the Crown's formal apology to Ngāti Kuri a Waiora Marae early last year. Pat Sneddon, chief Crown negotiator for the claim, is pictured holding a framed copy of the apo

PICTURE /

Muriatu Pa
Historic Reserve