

IN THE WAITANGI TRIBUNAL

WAI 694

IN THE MATTER OF The Treaty of Waitangi Act 1975

AND IN THE MATTER OF The Hauraki Claims

AND

IN THE MATTER OF Claims to the Waitangi Tribunal by **REREMOANA JONES** on behalf of herself and the descendants of **HORI KEREI TUOKIOKI** in respect of the **TAIRUA BLOCK** and **TE KARO 1 BLOCK**

OPENING SUBMISSIONS BY COUNSEL FOR WAI 694

1.0 SYNOPSIS OF SUBMISSIONS

1.1 This opening submission is intended to briefly outline the nature of the claim brought by Reremoana Jones ("Mrs Jones") for and on behalf of descendents of Hori Kerei Tuokioki. The submission will take the following order:

2.0 INTRODUCTION

3.0 CHRONOLOGY OF HISTORICAL EVENTS

4.0 FIRST CAUSE OF ACTION - FAILURE TO PROTECT LAND BASE AND OTHER RESOURCES

- Treaty Principles
- Native Land Court Investigation and Crown Purchases of the Tairua and Te Karo 1 Blocks - Hauraki District 1870's
- Reserves
- Waahi Tapu

5.0 SECOND CAUSE OF ACTION - OTURU RESERVE - GREEN POINT

6.0 TANGATA WHENUA EVIDENCE

2.0 INTRODUCTION

- 2.1 Wai 694 concerns a claim by Mrs Reremoana Jones for and on behalf of descendants of Hori Kerei Tuokioki.
- 2.2 The amended statement of claim, the evidence and these opening submissions are directed at identifying historical breaches and in one particular situation a contemporary breach of Treaty principles.
- 2.3 This claim is a discreet whanau claim. Mrs Jones and members of her whanau are descendants of one of the original grantees in the Tairua and Te Karo 1 Blocks, that person being Hori Kerei Tuokioki.
- 2.4 Mrs Jones and her whanau do not claim that they represent all descendants of Hori Kerei Tuokioki. Furthermore Mrs Jones and her whanau do not claim the entire Tairua and Te Karo 1 Blocks. The nature of their claim is that as a descendant of one of the original grantees they claim interests in the Tairua and Te Karo 1 Blocks.
- 2.5 The evidence will show that despite the purchase of the Tairua and Te Karo 1 Blocks by the Crown this whanau have maintained ahi kaa in the Tairua and Te Karo 1 Blocks from the late 19th century up until the present day.
- 2.6 During the course of these submissions, counsel will refer to technical reports and tangata whenua evidence which is already before this Tribunal. The technical reports which counsel will refer to are:
- (a) David Alexander - The Hauraki Tribal Lands, Volume 8, Part 2, Wai 100 A8.
 - (b) Robyn Anderson - The Crown, The Treaty and the Hauraki Tribes, 1800 - 1885, Volume 4, Wai 100 A6.
 - (c) Philip Cleaver, Te Horete 1 and Te Horete 2 Tairua Reserves, Wai 694, A2.
 - (d) Philip Cleaver, Te Horete 1 and Te Horete 2 Tairua Reserves, Wai 694, Document bank Wai 694 A2(a)
- 2.7 Counsel is aware that the Waitangi Tribunal commissioned a report by Mr John Neal entitled "Taima Block", Wai 694, A10. During the course of these submissions, counsel will not refer to or rely upon Mr Neal's report.

3.0 CHRONOLOGY OF HISTORICAL EVENTS

- 3.1 In November 1872 the Tairua Block was investigated by the Native Land Court.
Refer Alexander, Wai 100 A8, pp 89 - 90, and Cleaver, A2, p 51
- 3.2 On or about 29 November 1872 the Tairua Block comprising some 36,000 acres was vested in five owners including Hori Kerei Tuokioki.
Refer Alexander, Wai 100 A8, pp 89 - 90, and Cleaver, A2, p 51
- 3.3 In November 1872 the Te Karo 1 Block was investigated by the Native Land Court.
Refer Alexander p 79
- 3.4 On or about 28 November 1872 the Te Karo 1 Block, comprising some 1270 acres, was vested in five owners including Hori Kerei Tuokioki.
Ibid p 79.
- 3.5 In December 1872 the Crown purchased the Tairua Block for £2,900.
Ibid p 91
- 3.6 In December 1872 the Crown purchased the Te Karo 1 Block for £100.
Ibid p 79
- 3.7 The Deed of Purchase for the Tairua Block contained a provision which provided inter alia that a reserve be created for the Maori owners comprising some 1000 acres of land.
Refer Cleaver A2 p 53
- 3.8 In early 1873 the former owners applied to Mackay, the Crown purchasing agent to have **the** reserve surveyed.
Refer Alexander, p 92 and Cleaver A2 p 53.
- 3.9 No survey had been completed by May 1875 when the owners again requested Mackay to survey the reserve.
Refer Alexander p 92 and Cleaver A2, p 53
- 3.10 Reserves were laid off into two parts, they being at Pukiore, one thousand acres, and a **ten** acre reserve at Te Kutakuta.
Refer Alexander p 92 and Cleaver A2, p 53.

3.11 Shortly after the survey of the reserved lands but prior to the issue of Crown grants the former owners requested that an area of waahi tapu at Te Karaka, comprising some 20 acres, be included in the reserve lands.

Refer Cleaver document bank A2(a) - doc 33, Tanui to Mackay, 26 May 1875, AJHR, 1875, G5B, page 4

3.12 On or about 18 November 1879 a Crown grant was issued for 1000 acres at Pukiore.

Refer Alexander p 94, Cleaver A2 p 58, Cleaver A2(a), doc 34 - CT 9/185.

3.13 In or about March 1880 the reserve at Pukiore was sold by private treaty to a third party.

Refer Alexander p 94, Cleaver A2 p 58

3.14 On or about 4 February 1881 a Crown grant was issued for the reserve at Te Kutakuta.

Refer Alexander p 94, Cleaver A2 p 59, Cleaver-A2(a), doc 40 - CT 21/17.

3.15 On or about August 1883 the reserve at Te Kutakuta was sold by way of private treaty to a third party.

Refer Alexander p 94, Cleaver p 59.

4.0 FIRST CAUSE OF ACTION - FAILURE TO PROTECT LAND BASE AND OTHER RESOURCES

Treaty Principles

- 4.1 The relevant Treaty principle is the overarching principle of cession by Maori of sovereignty to the Crown in exchange for the protection of rangatiratanga.
- 4.2 Inherent in that principle is the duty on the Crown to actively protect Maori Treaty rights.
- 4.3 This principle is of course a direct reflection of the guarantees contained in Article 2 of the Treaty.
- 4.4 Submit that the genesis of the duty of active protection can be found in Lord Normanby's instruction of 14 August 1839 to Captain Hobson wherein he set out inter alia the following:

"All dealings with the Aborigines for their Lands must be conducted on the same principles of sincerity, justice and good faith as must govern your transactions with them for the recognition of Her Majesty's Sovereignty in the Islands. Nor is this all. They must not be permitted to enter into any Contracts in which they might be the ignorant and unintentional authors of injuries to themselves. You will not, for example, purchase from them any Territory the retention of which by them would be essential, *or highly conducive, to their own comfort, safety or subsistence*. The acquisition of Land by the Crown for the further Settlement of British Subjects must be confined to such Districts as the Natives can alienate without distress or serious inconvenience to themselves to secure the observance of this rule will be one of the first duties of their official protector ..."

(emphasis added) *Refer*

Orakei report 1987, pl40

- 4.5 The duty of active protection has been endorsed by the Privy Council in New Zealand Maori Council v Attorney-General [1994] 1 NZLR 513 at 517 and in the Court of Appeal in New Zealand Maori Council and Lattimer v Attorney-General & Ors [1987] 1 NZLR 641 at 664 where the then President of the Court of Appeal said:

"Counsel were also right, in my opinion, in saying that the duty of the Crown is not merely passive but extends to active protection of Maori people in the use of their lands and waters to the fullest extent practicable. There are passages in the Waitangi Tribunal's Te Atiawa, Manukau and Te Reo Maori reports which support that proposition and are undoubtedly well-founded. I take it as implicit in the proposition that, as usual, practicable means reasonably practicable.

4.6 The Tribunal has previously considered the obligation, duty and responsibility on the Crown to ensure that Maori were left with sufficient land and resources to support themselves. In the Orakei report, the Tribunal said:

" ... we find that Article 2, read as a whole, imposed on the Crown certain duties and responsibilities, the first to ensure that the Maori people in fact wished to sell; the second to ensure that they were left with sufficient land for their maintenance and support or livelihood or, as Chief Judge Durie puts it in the Waiheke report ... that such tribe maintained a sufficient endowment for its foreseen needs."

Refer Orakei Report, p 147

4.7 The Tribunal in the Ngai Tahu Report 1991 when considering this issue said:

"Although by the 1840's Ngai Tahu were relatively thinly dispersed over a vast area of land, Crown officials in New Zealand (in contrast to their colonial office masters) for the most part accepted the territory belonged to Ngai Tahu. They were also aware that various hapu maintained a system of shifting cultivation and engaged in seasonal foraging and hunting pursuits in different parts of the interior where they settled intermittently and for a relatively brief period. It was incumbent on the Crown officials seeking to purchase Ngai Tahu land to take all reasonable steps to ascertain the nature, location and extent of hapu hunting and food gathering areas over the tribal territory, as well as the more permanent kainga. This would ensure, after consultation with their representatives, that appropriate provision was made for their present and likely future needs, including the various forms of fanning."

Refer Ngai Tahu Report 1991, Volume 2, pp 239 - 240.

4.8 Submit that the evidence clearly demonstrates that the Crown ignored Lord Normanby's instructions, the guarantees contained in Article 2 of the Treaty and the Treaty principle of active protection in acquiring all of the Te Karo 1 Block and the majority of the Tairua Block. Furthermore, it is submitted that the reserves that were set aside were inadequate in size and ultimately susceptible to alienation.

4.9 The upshot was that by 1883 all Maori interests in the Tairua and Te Karo 1 Blocks were permanently extinguished.

Native Land Court Investigation and Crown Purchases of the Tairua and Te Karo 1 Blocks - Hauraki District 1870's

4.10 The background to the eventual alienation of the Tairua and Te Karo 1 Blocks must be viewed against the desire on the part of the Crown to acquire large tracks of land in the Hauraki district in the 1870's.

4.11 This Tribunal has no doubt already heard that in the early 1870's the Crown declared an intention to purchase the bulk of the Coromandel Peninsula including the Tairua and Te Karo 1 Blocks.

Refer R Anderson, The Crown, The Treaty and the Hauraki Tribes 1800 -1885 - Wai 100 A6, p 201 - 202.

- 4.12 The main Crown purchasing agent in the Hauraki area during this period was James Mackay. Mackay was the agent at the centre of the negotiations for the purchase of the Tairua Block.
- 4.13 Prior to their sale, both the Tairua and Te Karo 1 Blocks had to be investigated by the Native Land Court.
- 4.14 Both the governing legislation which controlled Native Land Court activities and the activities of the court itself have been the subject of criticism by this Tribunal in the past, refer for example to the Pouakani Report 1993, Wai 33 p 307 and the Taranaki Report: Kaupapa Tuatahi, 1996, Wai 143, p 3, pp 182 - 198, pp 277 - 290.
- 4.15 Indeed the Crown has specifically recognised that the operation of the Native Land Court system was to leave by the end of the 19th century, many hapu with insufficient lands for their subsistence and future development. The Office of Treaty Settlements publication "Healing the Past, Building a Future, A Guide to Treaty of Waitangi Claims and Direct Negotiations with the Crown", at p 12 after discussing criticisms of the effect of the native land legislation says:

"These and other criticisms may prove valid when considering the operations of the Native Land Court system, in particular districts. The long term results of the system are clear. By the end of the 19th century, many hapu were left with insufficient lands for their subsistence and future development. Between 1865 and 1899, eleven million acres of Maori land had been purchased by the Crown and European settlers in the North Island."

- 4.16 Submit that there is clear evidence that in early 1872, prior to the Tairua Block being investigated by the Native Land Court, the Crown intended to purchase the entire block, the evidence being:
- (a) In January 1872 Mackay wrote to the Government indicating that the Tairua Block could be purchased.
 - (b) In June 1872 Mackay reported that the block could be purchased and recommended a price.
 - (c) In December 1872, one day and one week after the block was awarded, the Crown purchased it for £2,900.

Refer Alexander, A8, pp 89 and 91.

- 4.17 Submit the Native Land Court legislation in place at the time and the mechanism of the Native Land Court broke down customary concepts of land tenure and allowed individualisation of title. Individualisation of title in turn facilitated the ease of sale of Maori land to the Crown.
- 4.18 In the specific example of the Tairua Block it was the Crown's stated intention to acquire land in the Hauraki area. The Government agent operating in the area had indicated 11 months earlier that the block could be purchased by the Crown and one week and a day after it was awarded, the block was purchased by the Crown.

- 4.19 Submit apart from the setting aside of the Pukioire and Te Kutakuta Reserves, scant regard was had by the Crown to ensure that Maori were left with sufficient land for their maintenance, support or livelihood for their then and future needs.

Reserves

- 4.20 The evidence shows that in respect of the Te Karo 1 Block, no reserves were set aside by the Crown.
- 4.21 As previously discussed, with respect to the Tairua Block a reserve of one thousand acres was surveyed in 1875 at Pukioire and a Crown grant issued on 18 November 1879. A further reserve of ten acres at Te Kutakuta was surveyed in 1875 and a Crown grant issued on 4 February 1881.

Refer paras 3.7-3.14

- 4.22 Submit that the concept of reserving a sufficient endowment of land for the maintenance, support and unforeseen needs of Maori was envisaged in Lord Normanby's instructions and in reflection in Article 2 of the Treaty.
- 4.23 The concept of reserves was also reflected in native land legislation providing for various kinds and types of native reserves.
- 4.24 The Tribunal has previously been critical of the Crown attitude towards reserves, examples of those criticisms are:

"In practice there was a reluctance on the Crown's part to set aside native reserves. Rather, Maori were to participate in the market economy, be brought directly under British law and institutions and become part and parcel of colonial society."

Refer Te Roroa Report 1992, p 91.

"In fact the Crown had no policy favouring reservations in any manner akin to those secured for North American Indians. Restrictions on alienation were regarded as temporary aberrations to maintain a status quo until things had settled down. They could be removed by the court or by the Crown at any time! Orders in Council were regularly used to remove the existing restrictions on particular blocks when the owners wish to sell and the Crown wish to buy."

Refer Orakei Report, p 39.

- 4.25 Counsel anticipates an argument the Crown may raise is that in the absence of evidence about population numbers in the Tairua area at the time, the extent of permanent kainga and the nature and location of hunting and food gathering areas, it is not possible for the claimants to make a submission that the reserves allocated were insufficient for the maintenance, support, livelihood and sustenance of the then occupants and their descendants. In response what we do know is that:

- (a) The grantees requested a reserve of two thousand acres, which Mackay did not agree to.

Refer Cleaver A2 p 53.

- (b) Mackay himself tacitly acknowledged that the reserve was small in scale.

"I have the honour to inform you that I have completed the purchase of the Tairua and Karo blocks for £3000, *the only reserve* is 1000 acres in the former. The total area exceeds 36000 acres and the cost per acre including survey is therefore only one shilling and eight pence."

(emphasis added)

Refer Alexander, p 191.

- (c) Mackay specifically acknowledged that the reserves formed only a small portion of the blocks.

"It will be observed that, in the Tairua and Whangamata Blocks, reserves have been made, and it is endorsed on the Deeds that Grants will be issued by His Excellency the Governor to the Natives mentioned in such memorandum. As the reserves formed *but a very small portion of the blocks*, and as it was not possible to describe these without survey, which would have delayed the completion of the purchases, I deemed [it] advisable to take the conveyancers of the whole, subject to the granting of the pieces in question."

(emphasis added)

Refer Alexander p 191

- (d) There is no evidence of any consultation between the Crown and the grantees to ascertain the nature, location and extent of hapu hunting, food gathering areas, seafood gathering areas or permanent kainga in the Tairua Block.
- (e) The reserves set aside comprised 1/36 of the total acreage in the Tairua Block.
- (f) That no reserve was set aside at all in the Te Karo 1 Block.

4.26 Submit of equal concern is the fact that none of the reserves were made inalienable which meant they were susceptible to alienation either by way of lease and/or sale. With respect to the Pukioire Reserve, this is exactly what happened, it was leased and then eventually sold in March 1880 to a private third party.

4.27 The evidence shows that there was considerable delay in the reserves being surveyed and Crown grants being issued. In the case of the Pukioire Reserve there was a delay of close to seven years between the date the block was awarded and the date of issue of the Crown grant.

4.28 In respect of the Te Kutakuta Reserve there was a delay of eight years, two months between the date of the award and Crown grant being issued in respect of that reserve.

4.29 There were also delays in the reserves being surveyed. The reserves were not surveyed until May 1875 and only after a request by one of the owners.

Refer Cleaver A2 p 53 and Cleaver A2(a) doc 33.

4.30 An outcome of the delay was that when the Crown grants were finally issued, the governing legislation was the Native Land Act 1873 pursuant to which there was no requirement to place alienation restrictions on reserves.

4.31 Had the surveys and issue of Crown grants in respect of the reserves been conducted more speedily then the reserves would have been subject to a provision that the land was inalienable by sale, mortgage or lease for a period longer than 21 years.

Refer Native Lands Act 1867, Section 13.

4.32 As the reserves were not inalienable, they were susceptible to alienation by lease, mortgage or sale. By the time a Crown grant was issued in respect of the Pukioire Reserve it was subject to caveats and a lease. Following its sale and the sale of the Te Kutakuta Reserve in 1883, all Maori owned interests in the Tairua Block were permanently extinguished.

Waahi tapu

4.33 Submit waahi tapu falls within the definition of "taonga katoa" contained in Article 2 of the Treaty.

4.34 The Article 2 guarantee of the Treaty is encapsulated in the overarching Treaty principle and the inherent obligation on the Crown to actively protect Maori interests.

4.35 Throughout the period we are concerned with, there is evidence which clearly indicates that some of the owners wanted waahi tapu (in this case, a burial ground) at Te Karaka to be included in the reserve, the evidence being:

- (a) During the Tairua investigation, Mackay indicated that some of the owners were in favour of a portion of the reserve being at Te Karaka a burial ground.

Refer Alexander A8, p 92.

- (b) Mackay received correspondence in 1875 from one of their owners Peneamine Tanui who requested that 20 acres at Te Karaka be included in the reserve.

Refer Cleaver A2 p 57 and Cleaver A2(a), doc 33.

4.36 What can be positively stated is that the request to include waahi tapu at Te Karaka was never acceded to in breach of the guarantee contained in Article 2 of the Treaty and in breach of the duty of active protection which rests with the Crown.

5.0 SECOND CAUSE OF ACTION - OTURU RESERVE - GREEN POINT

Oturu Reserve

5.1 Background facts

- (a) The Oturu Reserve comprises 1.7882 hectares being Section 2, Block 13 Whitianga Survey District created by a vesting order of the Maori Land Court on 27 April 1983.

Refer Appendix E Brief of Evidence of Reremoana Jones - A4.

- (b) The reserve was formerly part of the Tairua Block which was purchased by the Crown in 1872.

Refer Appendix D Brief of Evidence of Reremoana Jones - A4.

- (c) In 1983 the claimant and others successfully sought the transfer of the Oturu Reserve from the Crown to them.

Refer para 60 Brief of Evidence of Reremoana Jones - A4.

- (d) Between 1994 - 1999 the claimants have been involved in a series of discussions concerning the exchange of part of the Oturu Reserve for Crown land at Green Point to enable the realignment of State Highway 25.

Refer para 15 Brief of Evidence of Theo van der Heijden - All.

- (e) As part of the negotiations the claimants thought that a greater area of Green Point would be returned to them than what has been exchanged.

Refer paras 16 - 27 inclusive Brief of Evidence of Theo van der Heijden -All and para 65 Brief of Evidence of Reremoana Jones - A4.

- 5.2 The claimants evidence is that Green Point is the site of an old pa site and is therefore a waahi tapu.

Refer paras 8 and 11, Brief of Evidence of Reremoana Jones - A4 and para 13 Brief of Evidence of John Walker -A6.

- 5.3 In Mrs Jones' evidence, she sets out the following:

- (a) Her tupuna Rangiwharara and Te Ruawai occupied Green Point.

Refer paras 8 and 9, Brief of Evidence of Reremoana Jones - A4

- (b) Her mother was born at Green Point.

Refer para 67, Brief of Evidence of Reremoana Jones - A4

- (c) Her whanau pito is buried there.

Refer para 67, Brief of Evidence of Reremoana Jones - A4

- 5.4 Furthermore it is the evidence of the claimants that they have sought the return of all of Green Point for the reasons set out above. Obviously there has been misunderstanding and confusion as to exactly what was agreed in terms of the exchange.

Refer paras 15-27 inclusive, Brief of Evidence of Theo van der Heijden -All

- 5.5 What the evidence does show is that there has been an exchange entered into, the result of which, from the claimants perspective, is that the Crown have failed to return to them waahi tapu situated at Green Point.
- 5.6 With respect to Treaty principles what is advanced on behalf of the claimants is the following:
- (a) That waahi tapu exists at Green Point.
 - (b) That the waahi tapu should not have been included as part of any Crown purchase of the Tairua Block.
 - (c) That any waahi tapu should have been actively protected by the Crown to enable interested Maori parties to continue to have access to it and exercise Maori spiritual beliefs and values.
 - (d) That in failing to protect and/or return the waahi tapu to Maori owners, the Crown are in breach of Article 2 of the Treaty and the obligation on them of active protection of Maori interests including waahi tapu.

Miscellaneous matters

- 5.7 There are two matters which counsel wishes to draw to the attention of the Tribunal and Crown counsel which have not been specifically pleaded nor will they be referred to in great detail in these submissions, they are:
- (a) The adequacy of the compensation paid for the purchase of the Tairua and Te Karo 1 Blocks.
 - (b) The scope and width of the Tairua Investigation Committee.
- 5.8 Counsel has not considered these matters in detail in terms of potential breaches of Treaty principles. However at this stage it is proposed to at least raise the issue to alert the Crown and the Tribunal that these two issues may need further investigation.

Adequacy of Compensation Paid

- 5.9 There is certainly a suggestion in some of the comments made by Mackay with respect to his recommendations for purchase as compared to the actual purchase price paid and in the Anderson Report (Wai 100 A6, page 242) which give rise to the possible concern that the adequacy of the compensation paid in respect of the Tairua Block may have been less than fair and adequate.
- 5.10 This is an issue which will require further investigation and comparison to the purchase price paid in respect of other surrounding blocks before this theme can be developed further.

The Tairua Investigation Committee

- 5.11 A further matter that requires consideration is the scope and width of the Tairua Investigation Committee.
- 5.12 In short, the focus of the Tairua Investigation Committee appears to have been on the interests of central and provincial Government, the encumbrance of the Tairua Block with a lease, the reservation to Maori of land on which was desired to site a township and the suspicion of the bona fides of Mackay and his employees.
- 5.13 What the Committee did not appear to consider or consider important was the interests of Maori owners. In particular the following concerns do not appear to have been uppermost in the minds of the Tairua Investigation Committee:
- (a) The relative ease with/by which a few grantees could permanently alienate Maori land.
 - (b) The adequacy of the reserves.
 - (c) That the reserves were not inalienable.
- 5.14 In terms of Treaty principles it is submitted that the actions, or to be more correct, the lack of action or focus by the Tairua Investigation Committee was an omission on the part of the Crown, in breach of Treaty principles.
- 5.15 In particular it appears that the concerns of the Committee was on interests other than the Maori owners. In not acquainting themselves with, or considering the interests of Maori owners and their descendants, it is submitted that the Crown acted in breach of Article 3 of the Treaty and the principle of partnership which requires each Treaty partner to act towards the other reasonably and with the utmost good faith.
- 5.16 Essentially it is submitted that if the Crown saw fit to hold an investigation into the Tairua Block, then it should have considered the impact and effect of the purchase and the setting aside of reserves of the Maori owners. In so failing to do so, it is submitted the Crown was in breach of Article 3 and the principle of partnership.

6.0 TANGATA WHENUA EVIDENCE

- 6.1 What is quite extraordinary about the tangata whenua evidence that the Tribunal will hear is that despite the fact that this particular whanau's interests in the Tairua and Te Karo 1 Blocks were permanently alienated as at 1883, their tupuna through until the current generation continued to exercise ahi kaa in the areas of the Tairua and Te Karo 1 Blocks.
- 6.2 The Tribunal will hear quite detailed evidence in particular from Reremoana Jones and Mrs Kahui Wight as to the places their tupuna and they occupied.
- 6.3 It is submitted that the Tribunal will be left with the distinct impression that in spite of the alienations this particular whanau continued to maintain a lifestyle of occupation and resource gathering which had gone on for generations.
- 6.4 The evidence will also show that with respect to the younger members of the whanau that this process is ongoing and continuing, albeit more difficult to maintain with the whanau now being dispersed and living away from the Tairua area.
- 6.5 The witnesses who will give evidence are:
- (a) Mrs Reremoana Jones who will give evidence regarding her whakapapa, living in the Tairua area, in particular Green Point, Awatere Valley, Te Karaka, Tairua and the Oturu marae.
 - (b) Mrs Kahui Wight who will give evidence about her family, her parents and her relationship with the Tairua Block and in particular Rush Creek, more commonly known as Awatere Valley and the Oturu reserve.
 - (c) John Walker who will give evidence about his relationship with the land and growing up on the Tairua Block and in particular Green Point, Paku Island, Tairua and Oturu reserve.
 - (d) George Ngataki who will give evidence about being brought up by his grandfather on the Tairua Block and in particular Tairua, Te Karo and Oturu marae.
 - (e) Don Wight who will give an insight into the renovations of the Oturu marae.
 - (f) Thomas Jones who will present evidence about his relationship with the Tairua Block.
 - (g) Wayne Jones who will give evidence about his relationship with the Tairua Block and in particular Te Karo, Hikuai, Te Karaka, Green point, Awatere Valley and Oturu reserve.
 - (h) Theo van der Heijden who will give evidence about the Oturu marae and the exchange of land from the Oturu marae for land at Green Point.