

## APPENDIX I

# STATEMENTS OF CLAIM

Note: Some minor grammatical and spelling errors and stylistic inconsistencies in the following statements of claim have been amended.

### STATEMENT OF CLAIM

IN THE MATTER OF The Treaty of Waitangi Act 1975

AND

IN THE MATTER OF The Community Funding Agency

AND

IN THE MATTER OF The Children Young Persons and their Families Act 1989

To: The Registrar  
Waitangi Tribunal  
Justice Department  
Private Bag  
Postal centre  
Wellington

**1.0** I, Haki Wihongi Superannuant of Henderson, Waitakere, Auckland, Chairperson of Te Whanau O Waipareira Trust Board, for myself, Trust Board and Maori who are beneficiaries of my Trust, and the people of West Auckland (Blockhouse Bay in the South, Point Chevalier in the East, the Tasman Sea in the West and Helensville in the North) claim to be prejudicially affected by the acts, omissions and policies of the crown in the following ways:

**2.0** That this claim is based predominantly on process, principle and accountability in the delivery of resources to the West Auckland Community.

**2.1** That this claim concerns the manner in which the functions of the Community Funding Agency, the Department of Social Welfare and its Director General have carried out, promoted and implemented breaches contrary to the principles of the Treaty of Waitangi, the rules of Natural Justice, fundamental human rights The ‘Children Young Persons and their Families Act’, State Sector Act and Social Security Act.

- A) Community Agency Funds are not achieving any outcomes of a tangible qualitative nature in the West Auckland region relevant to expenditure within the total cost of the Community Funding Agency.
- B) Thousands of dollars of community funding is paid over to community welfare organisations annually without any control over its direct expenditure either in service delivery outcomes or capital acquisition relevant to targeting a clearly known Maori Client base.
- C) The Community Funding Agency pays the operational costs of each organisation that provides Community Funding Agency programmes. To facilitate effective and efficient administration our organisations must be served competently and professionally.

The Community Funding Agency have acted so negligently in the delivery of community funding decisions that our ability to serve the community has been subverted. There are no negotiation processes, only arbitrary decision making applied with absolute arrogance.

- D) The actions, omissions and policies of the Community Funding Agency and its General Manager, and the Director General of Social Welfare breach the basic rules of natural justice relevant to due process.
- E) The actions, omissions and policies of the Community Funding Agency and its General Manager, and the Director General of Social Welfare breach Fundamental Human Rights.
- F) The actions, omissions and policies of the Community Funding Agency and its General Manger, and Director General of Social Welfare breach the objects of the Children Young Persons and Families Act, the State Sector Act and the Social Security Act.
- G) The provision of money for social development funding to Maori is an obligation of the crown arising from the Treaty and amounts to an action consistent with the crowns obligations to protect and restore their rangatiratanga.
- H) That the Crowns failure to protect Maori interests in the delivery of Social Care breach articles I, II and III of the Treaty of Waitangi, and the fiduciary duty of the crown to the claimants is as a consequence in breach.
- I) That the Crown’s negligence, failure, actions and omissions constitutes sharp practices without good faith carried out unreasonably.

**2.2** That the full and complete particulars to our claim are addressed in the affidavit of the chairman of Te Whanau O Waipareira Trust Board attached hereto marked with the letter ‘A’.

**2.3** That we claim those matters addressed in the affidavit marked ‘A’ to be inconsistent with the principles of the Treaty of Waitangi.

**3.0** That the Tribunal has been asked to recommend as follows.

**3.1** That the functions carried out by the Community Funding Agency its General Manager and the Director General of Department of Social Welfare are in breach of the principles of the Treaty of Waitangi in that the service provided to the Maori community has been inefficient, ineffective and negligent.

**3.2** That the Director General of Social Welfare is not utilising her discretion pursuant to section 6 of the 'Children Young Person Family Act' 1989 and has acted in a manner which has breached the principles of the Treaty of Waitangi.

**3.3** That the Community Funding Agency and the General Manager of the Community Funding Agency, and Director General of Department of Social Welfare have a duty of care in the provision of services to the Maori community and that they have breached that duty of care.

**3.4** That the Minister of Social Welfare has a duty of care relevant to his statutory discretion held pursuant to the Social Security Act, The Children Young Person and Family Act and the State Sector Act and has clearly breached that duty of care in not ensuring his portfolio is managed in an efficient and effective manner.

**3.5** That organisations servicing predominantly the Maori population be acknowledged in terms of their representational capacity, performance and systems available to place Government programmes out to their communities.

**3.6** That the Tribunal acknowledge Te Whanau O Waipareira as an efficient and effective delivery system of policies available to its Maori community.

**4.0** Persons affected by this claim and who should have notices of it are:

- a) the Minister of Maori Affairs
- b) the Prime Minister
- c) the Attorney General
- d) the Minister of Social Welfare
- e) the Minister of Justice
- g) the Minister of Housing

[Note: There is no 4.0(f).]

**4.1** The Tribunal is advised that due to the subject matter of this claim, the claimants have the ability to present the claim at extremely short notice. A range of documentation has been collated by the claimants.

**4.2** The Tribunal is further advised that a venue convenient to both parties will be struck at short notice so that the matter can be proceeded with expeditiously.

**4.3** Definitions attached hereto marked with the letter 'B'.

4.4 The notices to the claimants should be sent to the Chief Executive Office, Te Whanau O Waipareira Trust Board, Corner Edmonton and Great North Road, Henderson, Auckland.

Dated this 16th day of December 1993.

Signed by claimant

Haki Wihongi

‘A’

IN THE MATTER OF The Treaty of Waitangi Act 1975

AND

IN THE MATTER OF The Community Funding Agency

AND

IN THE MATTER OF The Children Young Persons and their Families Act 1989

I, HAKI WIHONGI, Superannuant of Henderson, Waitakere, Auckland, make oath and swear as follows:

1. I am Chairperson of Te Whanau O Waipareira Trust, a duly registered Trust under the Charitable Trust Act 1957 having its registered offices situated at No 1 Edmonton Road, Henderson, Waitakere City, Auckland.

2. I am authorised by my Trust Board to make this affidavit in support of our grievances to the Waitangi Tribunal against the Department of Social Welfare and its Minister.

3. Te Whanau O Waipareira is a charitable Trust that services predominantly but not exclusively Maori people in the west Auckland region. This region stretches from the Blockhouse Bay ridge line through to Point Chevalier and encompasses all of the territory to the east and west as far north as Helensville. The Maori population in this geopolitical area numbers 28,800 people from the 1991 Census.

4. The difficulty my Trust Board trades under and is determined to change can best be described by the following statistics. We make up approximately 11.7 percent of the population of the Waitakere City region and over the last 10 years have made give or take 2 percentage points up 22 percent of the unemployed on the registered Employment Service rolls in both Henderson and Avondale. Our situation is exacerbated in the fact that only 6 percent of our people are of working age. Eight out of ten of our people leave School with two years or less Secondary. Seventy five percent of all incomes into Maori households in the West Auckland region come from Welfare payments. The average income of a Maori in the west Auckland region is \$12,000 per annum.

We make up 40 percent of the Social Work case load in the western district, we make up 45 percent of the Corrections Services, Justice Department work and 65 percent of Police enquiry work. It has been known for quite some years now that the impact of these outrageous statistics is creating significant dysfunction in our communities.

5. My Trust Board and myself desire to stand up and do something about these statistics on the basis of a very disciplined, well managed, targeted approach to our problems. It is

about time that we were given acknowledgement and prudent resources to uplift our performance so that our people play a far more productive and meaningful role in the evolution of our whole community and nation.

6. For years a number of people and organisations have been paid significant amounts of tax payer money to target and correct some of the problems I have outlined above. It is clearly evident that for one reason or another they have failed.

7. My Trust Board has over the last three years implemented some of the most exciting programmes available and we anticipate that by the year 1997 some significant indicators will have been moved positively relevant to uplifting our performance within the community.

8. I will now outline a number of programmes that we have implemented, all are highly transparent, fully accounted for and the demarcation lines add value and attack negative expenditure as follows:

- a. We are a registered Private Training Establishment under the Education Act 1989 and all of the courses that we administer are fully acknowledged and accredited by the New Zealand Qualifications Authority. We are in fact the largest Training Provider in the West Auckland region catering to 35 percent non-Maori clients. This is a key strategic programme area for us to be contracted as our second chance training, second chance education area will be vital to uplift our performance. Even if our people cannot get jobs, turning them into far more productive parents and citizens whilst they have downtime is extremely important to us. This programme area allows us off the Ministry of Education vote to achieve this.
- b. We were the first organisation contracted by the Northern Regional Health Authority to implement a significant primary preventive health care plan and the area of services is comprehensive. Our mobile services will deliver to children in need so that the bridging of poor parenting and disadvantaged background can be clearly targeted. Equalizing our children's opportunity off educational campuses will be significant and necessary.

Bridging disadvantaged background and poor parenting is capable and available by way of delivery of this service in all efficient and effective manner off School campuses.
- c. We have a Food Co-operative and this must be noted by way of distinction from a Food Bank. Under no circumstances should we give things away, people must be put on budget plans and taught how to extend the purchasing power of their dollar.
- d. We have a commercial division of the Trust which is presently very pro-active in the market place endeavouring to secure long term sustainable employment. In effect the commercial operation of the Trust acts much the same as the main works or a Fletcher Challenge. The commercial arm of the Trust goes out and endeavours to obtain large contracts and then sets out to employ. We presently uplift rubbish, tendering for rubbish contracts in the Waitakere City Council Area have labour only Building Company, a Sewing Apparel and Design Company, Catering Company and a number of other industry related Companies. Demographically, most of our people are in the semi-skilled, unskilled area. As a consequence we must be very pro-active

- in endeavouring to obtain contracts from local authorities who have a greater need for larger numbers of people with this skills requirement.
- e. We did have one of the most pro-active, efficient and effective Social Service delivery responses until negotiations with the Community Funding Agency have now meant that my Trust Board may have to make the unfortunate decision of closing this down. In our Social Services area we have 30 cases a week and these cases come from the most dysfunctional families possible. At the same time we have taken 30 Youth Justice referrals aged between 13 to 17 and commenced an Alternative Education Unit utilizing the correspondence curriculum and mentoring these people significantly. This has had significant results in youth offending when taking into account other training programmes.
9. I am endeavouring to paint a picture for you in regard to the very positive jigsaw puzzle this Trust Board has implemented at great investment for longer term sustainable uplifting of our communities' performance with the greater community.
10. We know of another organisation which does good work yet is funded 80 percent greater than us for only 35 percent of the work. This competitive organisation does good work, however, it has all the historical baggage relevant to efficiencies and effectiveness.
11. We are acknowledged in the west Auckland region by having status on the Maori Perspectives Committee which is a full standing committee of Waitakere City Council. We have a tremendous relationship by way of network with a range of other organisations.
12. We have obtained a large contract through a normal tender process wherein we are the largest provider of Small Business Advisory Services to the west Auckland community.
13. We are pro-actively moving to set up a number of Companies so that we can contest the employment market.
14. We are mindful and aware of a number of Government reports chronicling our deprivation and difficulties in the Social Welfare area. More importantly we are aware of the Department of Social Welfare's commitment to the Rangihou Report known as *Puao Te Atatu*.  
Judge Mason delivered the Mason Report in 1992 evidencing once again that Maori organisations who have met the required standards of management, quality, monitoring and evaluation be utilized as service providers to their communities.
15. We are at a loss to understand why the Department of Social Welfare, its Director General and the General Manager of the Community Funding Agency who are aware of the massive resource we have spent on ensuring that we provide quality delivery of care to our community have not recognised us by funding support.
16. With the downsizing of the Department of Maori Affairs, the move into the Iwi Transition Agency and the move back to the Ministry of Maori Development, it was clear to us as a Trust Board that we had to be affirmative and pro-active in standing up in our region to deliver services to our people. We are acknowledged as being efficient and effective in

terms of the way in which we manage ourselves. We are credible and have integrity in terms of the way in which our accounting systems and structures work. Maori in our region with the downsizing have lost \$600,000 worth of support.

17. We have no problem in dealing with mainstream organisations, it is starting to become apparent however that people that manage the Community Funding Agency definitely have a difficulty in acknowledging Maori with equity, equality, fairness and justice.

18. What more must a Maori based organisation do to prove its worth in terms of the good job it is doing for its community and nation.

19. From my Trust Board, I can signal quite clearly to you that we are becoming disillusioned and very frustrated at the manner in which we are being treated. Under no circumstances can we allow our positive and affirmative programmes which will lead us out of dependency on the State to be derailed by conscious and known decision making by bureaucrats.

It is over to Trust Boards of our like to expose these types of inequalities.

[Haki Wihongi]

Sworn at Henderson

Dated this 16th day of December 1993.

[Tania Belz]

A Solicitor of the High Court of New Zealand

**‘B’****Definitions**

Principles of the Treaty of Waitangi in this statement of claim, unless the context otherwise requires, the following principles of the Treaty of Waitangi are defined.

**Active protection**

‘Active protection’ means the Crown’s duty, in accordance with the preambles and articles II and III of the Treaty, to recognise and actively protect the Maori interests specified in the Treaty including:

- a) The duty to ensure that Maori always retain a sufficient share of their resources for their sustenance and property and that Maori be provided with the means to exploit such resources in a manner consistent with their own cultural preferences and
- b) the duty to protect Maori physical, cultural, spiritual and economic wellbeing.

**Fiduciary Duty**

‘Fiduciary Duty’ means the duty of the Crown, created by its undertakings to Maori as expressed in the Treaty and founded upon the consent of Maori, to act for the benefit of Maori in all matters connected with or arising out of its undertakings and without limiting the generality of the above includes the following duties:

- a) Active protection
- b) Honour of the Crown
- c) Remedy of past breaches
- d) Sharp practices
- e) Utmost good faith
- f) Consultation
- g) Tino rangatiratanga
- h) Treaty process
- i) Non derogation

**Honour of the Crown**

Honour of the Crown means the principle that all Maori uphold and assert the honour of the Crown.

**Non derogation**

Non derogation means the principle that in accordance with the guarantees in article II of the Treaty, where grievances under the Treaty are established by Maori, the Crown is required to take positive steps to remedy those breaches.

**Remedy of past breaches**

Remedy of past breaches means the principle that in accordance with the guarantees in article II of the Treaty, where grievances under the Treaty are established by Maori the Crown is required to take positive steps to remedy those breaches.

**Sharp practices**

Sharp practices means the principle that in all its dealings with Maori, the Crown take no unfair advantage including avoiding the use, or any suggestion of the use, of unfair dealing, undue influence, improper pressure, exploitation, inequality of bargaining, inadequacy of consideration in any transaction between the Crown and Maori leading to grievous impairment of bargaining power on their part and further that the Crown ensure in all its dealings that Maori receive informed and independent advice.

**Tino Rangatiratanga**

Tino Rangatiratanga means the principle that in accordance with mana atua, mana tupuna and mana whenua, Maori are entitled to possess, manage and control all their own taonga in accordance with their own cultural preferences and customs including the right of Maori to have all other taonga expressly recognised and protected by the Crown.

**Treaty process**

Treaty process means the duty of the Crown to procure the express and informed consent of Maori in respect of any interference contemplated by or on behalf of the Crown in the rights and privileges of Maori protected by the Treaty.

**Utmost good faith**

Utmost good faith means the principle that the parties to the Treaty act toward each other reasonably and in utmost good faith.

**Consultation**

Consultation means the principle that a Treaty partner act in good faith, fairly and reasonably toward the other, an onus when acting within its sphere to make an informed decision, that is a decision where it is sufficiently informed as to the relevant facts and law to be able to say it has had proper regard to the impact of the principles of the Treaty.

Such characteristics of consultation include:

- a) The obligation to provide sufficient information so as to allow Maori to make an informed assessment on the proposal and determine their response to it.
- b) The obligation to be willing to change plans or proposals if that is the result of consultation.
- c) The obligation to ensure adequate time frames. This means allowing sufficient time frames for Maori to absorb what they are being asked to consider, and giving them sufficient time to respond.

IN THE MATTER OF The Treaty of Waitangi Act 1975

AND

IN THE MATTER OF A claim by Haki Wihongi for himself and Te Whanau  
O Waipareira Trust a duly incorporated Charitable Trust

## SECOND AMENDED STATEMENT OF CLAIM

Monday 22nd of August 1994

### **Background**

1. In 1840 the tupuna of the claimants were members of various iwi dispersed throughout Aotearoa, which iwi had and exercised tino rangatiratanga over their various rohe.

2. In 1840 the aforementioned iwi were economically wealthy as the owners of assets which included lands, forests, fisheries, waters and other natural resources.

3. At the same time the iwi were culturally and spiritually rich in that they lived and expressed a culture of great antiquity which culture sustained the life of these iwi and insured the maintenance of a relationship of profound spirituality between the iwi and their resources.

4. The Treaty of Waitangi entered into between those tribes and the Crown included guarantees in respect (inter alia) of the following:

- (a) The right, in the exercise of tino rangatiratanga, to determine the role, direction and development of traditional social structures including whanau, hapu and iwi.
- (b) The right, along with all other New Zealanders, to equity of treatment, equality of opportunity and the recognition of the mana and dignity of the individual (both as individuals and as members of whanau, hapu and iwi).

5. From 1840 down to the present day the aforementioned iwi have been systematically deprived of their social, economic, spiritual and cultural wealth through Crown policies practices and laws which have been formulated and implemented in a manner in breach of the principles of the Treaty of Waitangi and in particular in a manner in breach of Articles 2 and 3 of that Treaty.

6. Particulars of the foregoing include (inter alia):

- (a) The creation of the Native Land Court in 1865 and the pursuance of a direct policy of acquisition of the Maori land base.

- (b) The engaging in acts of aggression against various of the iwi including Ngapuhi, Tainui, Taranaki, Tuhoe, Ngati Awa, Whakatohea, Whanau Apanui, Ngati Porou, Ngati Kahungunu, Te Arawa and Wanganui and confiscating the lands of various of the aforementioned iwi who acted in defence of their lands.
- (c) The adoption of laws and policies which lead to the destruction of culture and loss of language including the adoption of a policy which discouraged education through the Maori language and the enactment of legislation which rendered traditional forms of healing and traditional systems of knowledge illegal.
- (d) The adoption of electoral laws which ensured the marginalisation of the Maori political voice.
- (e) The adoption of laws, policies and ideologies openly designed to achieve the assimilation of Maori and the breakdown of Maori social structure and systems.
- (f) The enactment of legislation including the Maori Affairs Act 1953 and the Maori Affairs Amendment Act 1967 which (inter alia) led to the compulsory acquisition of uneconomic interests in Maori land, reduced the modern role of the Maori Land Court as a protector of Maori ownership and abolished any useful distinctions between the system of Maori land ownership and the European land ownership system.
- (g) The adoption of policies which actively discouraged the retention of rural Maori populations on traditional papakainga and actively encouraged the depopulation of those papakainga through urban migration.
- (h) The utilisation of the migrating Maori population as an unskilled labour force for the burgeoning post war NZ economy.
- (i) The active adoption of a policy of assimilation in the post war period through methods such as 'pepper potting' – designed to ensure that Maori would be physically as well as culturally and economically assimilated into the Pakeha mainstream.

#### **Te Whanau O Waipareira Trust**

7. From the 1960's through to 1984 the process of urbanisation of individual Maori whanau occurred leading to a substantial increase in the Maori population of West Auckland.

8. Throughout that period, the new Maori leaders in the West Auckland community moved to deal with the inevitable social and other problems that arose as a result of the new migration.

9. The new models of leadership which arose as a result of urbanisation included pan tribal groups such as the Maori Women's Welfare League, the Maori committees and the Maori Wardens and inevitably the Whanau O Waipareira Trust.

10. The social and other problems included:

- (a) The breakdown of traditional whanau, hapu and iwi systems of support.
- (b) Social and cultural dislocation.
- (c) Poor health and educational performance.
- (d) Large scale unemployment.

11. Notwithstanding attempts by Maori to deal with these problems, the downturn in the New Zealand economy in the 1970's and the economic restructuring of the 1980's saw these problems steadily increase among West Auckland Maori.

12. In 1985 Te Whanau O Waipareira Trust ('Waipareira') was created to confront in a co-ordinated and cohesive way the social and economic difficulties Maori in West Auckland now faced. These difficulties had reached an unprecedented level.

13. Waipareira was created as a contemporary manifestation of traditional Maori structures and patterns in an urban context in an attempt to deal with the problems faced by West Auckland Maori and referred to at paragraph 9 hereof.

14. Waipareira is an efficient, effective and innovative deliverer of a range of holistic social and other services to the Maori community of West Auckland.

15. Waipareira is widely acknowledged by the community (both Maori and non-Maori) in West Auckland as possessing considerable mana and leadership in the community and as representing that part of the West Auckland Maori community which is not Ngati Whatua or otherwise tangata whenua, in all matters relating to their interests in the West Auckland urban context.

16. As an urban Maori organisation which provides cultural continuity for Maori in an urban setting Waipareira is a Treaty partner and enjoys rights deriving from the guarantees contained in the Treaty of Waitangi including those guarantees referred to at paragraph 4 hereof.

### **Government Policy**

17. From the period 1984 on, the Government announced and implemented its policy to devolve the functions of the former Department of Maori Affairs to iwi.

18. The process of devolution of the former Department of Maori Affairs was justified upon a foundation of delivering greater rangatiratanga to iwi organisations.

19. The devolution and ultimate mainstreaming of Department of Maori Affairs programmes led to a loss in programme funding to the West Auckland Maori community in excess of \$600,000.00 which funding was not compensated for through programmes targeted to Maori administered by mainstream departments such as the Department of Social Welfare.

20. The Department of Social Welfare was restructured along similar lines without being completely devolved. Instead it became to a much greater extent, a funder of service providers rather than a service provider in its own right.

21. The impetus for such restructuring was the introduction of a new economic environment geared towards greater community responsibility, competition and efficiency.

Accountability of public service managers was to be reflected in the enactment of the State Sector and Public Finance Act.

22. In May 1992, social welfare service delivery was restructured and the Community Funding Agency ('CFA') was established as one of three new business arms of the Department.

23. CFA funding agency had and retains the responsibility of allocating and delivering funding and support to community based social and welfare service providers throughout New Zealand where such funding is within the discretion of the Director General of Social Welfare. Funding from this source is currently administered by way of contracts negotiated between the service provider and the CFA and contracts are usually entered into for a one year period.

#### **Contract between CFA and Waipareira**

24. Maori in West Auckland represent approximately 35% of the case load in respect of community social and welfare services in West Auckland funded through CFA.

25. In each of the years 1992 and 1993 CFA allocated only 16.5% and 13.8% respectively of its overall funding for West Auckland to Maori service providers.

26. None of the Non-Maori service providers in West Auckland provide programmes specifically targeted to the needs of the West Auckland Maori community.

27. In 1991-2 prior to the creation of the CFA, funding allocated to Waipareira for the provision of services which would be taken over by CFA in the following year was \$184,451.78 inclusive of GST.

28. In 1992-3 contracts with CFA and ongoing uncompleted contracts with the departmental structures combined to create an overall funding allocation to Waipareira of \$168,407.30.

29. In 1993-4 Waipareira was awarded contracts by CFA of \$145,332.78 inclusive of GST.

30. From the period 1991-2 to 1993-4 overall funding to Waipareira in this category has fallen 21.21%.

#### **Wherefore the Claimant Claims**

##### **Crown's obligation to fund the needs of West Auckland Maori**

31. The Crown owes a Treaty obligation to address the social and other problems of West Auckland Maori referred to in paragraph 9 hereof through the funding of programmes targeted specifically at delivering welfare services to Maori in accordance with their needs.

32. The Crown has failed to provide funding for such programmes in accordance with the needs of the West Auckland Maori community.

### **Representivity**

33. Waipareira, having been established to:

(a) Address the results of the Crown's own Treaty breaches.

(b) Reconstruct traditional Maori structures and patterns in an urban context.

is a Treaty partner representing the West Auckland Maori community described in paragraph 14 hereof.

34. The Crown has failed to recognise the representative status of Waipareira and has failed to recognise that Waipareira is a Treaty partner.

### **Crown Obligation to ascertain needs**

35. The Crown owes Waipareira a Treaty obligation to ascertain the needs of the West Auckland Maori community in terms of welfare services through consultation with Waipareira.

36. The Crown has failed to so consult and has failed to so ascertain the needs of the West Auckland Maori community.

### **Crown's obligation to provide equitable levels of funding**

37. The Crown owes West Auckland Maori a Treaty obligation to fund their needs in terms of delivery of welfare service programmes targeted to Maori in an equitable manner.

38. The Crown has failed to equitably fund West Auckland Maori, whether by way of contracts to Waipareira or otherwise.

### **Wherefore the Claimants seek the following findings:**

39. Findings in terms of paragraphs 30 to 37 hereof.

### **Wherefore the claimant seeks the following recommendations:**

40. A recommendation that CFA formally recognise that Waipareira is representative of the West Auckland Maori community and for that purpose is its Treaty partner.

41. A recommendation that the CFA engage in a process of bona fide consultation with Waipareira to ascertain the needs of the West Auckland Maori community in terms of the delivery of welfare services.

42. A recommendation that the CFA renegotiate with Waipareira, service delivery contracts for the year 1994 with a view to identifying contract figures which more accurately

and equitably reflect the proportion of the West Auckland case load which can be attributable to the needs of West Auckland Maori.

**43.** A recommendation that CFA establish systems which ensure accountability to the West Auckland Maori community in terms of funding for service provision, and in particular systems which ensure that an appropriate and equitable proportion of CFA funds allocated to West Auckland be expended on programmes which are directly targeted at the needs of the West Auckland Maori community.